

DIMENSIONAL FUND ADVISORS LP

**Dimensional Investment Group Inc.
DFA Investment Dimensions Group Inc.
6300 Bee Cave Road, Building One
Austin, TX 78746**

March 1, 2010

Dear Shareholder:

We wish to provide you with some important information concerning your investment in the U.S. Large Company Portfolio (the "Target Fund," a portfolio of DFA Investment Dimensions Group Inc. ("DFAIDG")). The Board of Directors of DFAIDG (the "DFAIDG Board") has approved the reorganization of the Target Fund into the U.S. Large Company Institutional Index Portfolio (the "Acquiring Fund"), a portfolio of Dimensional Investment Group Inc. ("DIG"). The reorganization also has been approved by the Board of Directors of DIG (the "DIG Board").

The Target Fund and the Acquiring Fund (each a "Fund," and together the "Funds") pursue identical investment objectives and have identical investment strategies. The Funds operate as feeder funds in a master-feeder structure, and each Fund invests substantially all of its assets in The U.S. Large Company Series (the "Master Fund") of The DFA Investment Trust Company. The reorganization is expected to occur on or about May 7, 2010, or on such other date as the parties may agree. Upon completion of the reorganization, you will become a shareholder of the Acquiring Fund, and you will receive shares of the Acquiring Fund equal in value to your shares in the Target Fund. As a shareholder of the Acquiring Fund, you will invest in a Fund that has total fees that are 0.045 of 1% lower than the total fees of the Target Fund. In conjunction with completing the reorganization, the Acquiring Fund will change its name to the "U.S. Large Company Portfolio." Following the reorganization, the Acquiring Fund will continue to invest substantially all of its assets in the Master Fund. The reorganization is expected to be tax-free for federal income tax purposes, and no sales load, contingent deferred sales charge, commission, redemption fee, or other transaction fee will be charged by the Funds as a result of the reorganization.

The reorganization does not require shareholder approval, and you are not being asked to vote. However, we do ask that you review the enclosed combined Information Statement/Prospectus, which contains information about the Acquiring Fund, including fees and expenses.

Each of the DFAIDG Board and the DIG Board, including a majority of the independent directors of each Board, has approved unanimously the reorganization and believes the reorganization is in the best interests of the Target Fund and the Acquiring Fund, respectively, and their shareholders.

If you have questions, please call Dimensional Fund Advisors LP collect at 512-306-7400.

Thank you for investing with Dimensional.

Sincerely,



David G. Booth
Chairman and Chief Executive Officer

INFORMATION STATEMENT/PROSPECTUS

Dated March 1, 2010

**Acquisition of Substantially All of the Assets of
U.S. LARGE COMPANY PORTFOLIO
(a portfolio of DFA Investment Dimensions Group Inc.)**

By and in Exchange for Shares of

**U.S. LARGE COMPANY INSTITUTIONAL INDEX PORTFOLIO
(a portfolio of Dimensional Investment Group Inc.)**

**Dimensional Investment Group Inc.
6300 Bee Cave Road, Building One
Austin, TX 78746
(512) 306-7400**

This Information Statement/Prospectus is being furnished to shareholders of the U.S. Large Company Portfolio (the “Target Fund”), a portfolio of DFA Investment Dimensions Group Inc. (“DFAIDG”), in connection with an Agreement and Plan of Reorganization (the “Plan”) that has been approved by the Board of Directors of DFAIDG (the “DFAIDG Board”). The Plan is attached to this Information Statement/Prospectus as Exhibit A. Under the Plan, (i) the U.S. Large Company Institutional Index Portfolio (the “Acquiring Fund”), a portfolio of Dimensional Investment Group Inc. (“DIG”), will acquire substantially all of the assets of the Target Fund, in exchange solely for shares of capital stock of the Acquiring Fund; (ii) the shares of the Acquiring Fund will be distributed to the shareholders of the Target Fund according to their respective interests in the Target Fund; and (iii) the Target Fund will be liquidated and dissolved (the “Reorganization”). The shares of the Acquiring Fund received by the shareholders of the Target Fund in the exchange will be equal in aggregate net asset value to the aggregate net asset value of their shares of the Target Fund as of the closing date of the Reorganization. The Reorganization also has been approved by the Board of Directors of DIG (the “DIG Board”). The Reorganization is expected to be effective on or about May 7, 2010, or such other date as the parties may agree.

The DFAIDG Board, including a majority of the independent directors, believes that the Reorganization is in the best interests of the Target Fund and that the interests of the Target Fund’s shareholders will not be diluted as a result of the Reorganization. Similarly, the DIG Board, including a majority of the independent directors, believes that the Reorganization is in the best interests of the Acquiring Fund, and that the interests of the Acquiring Fund’s shareholders will not be diluted as a result of the Reorganization. For federal income tax purposes, the Reorganization is intended to be structured as a tax-free transaction for the Target Fund, the Acquiring Fund, and their shareholders.

THIS INFORMATION STATEMENT/PROSPECTUS IS FOR INFORMATION PURPOSES ONLY, AND YOU DO NOT NEED TO DO ANYTHING IN RESPONSE TO RECEIVING IT. WE ARE NOT ASKING YOU FOR A PROXY, AND YOU ARE REQUESTED NOT TO SEND US A PROXY.

The Target Fund is a diversified portfolio of DFAIDG, a corporation created under the laws of Maryland, which is registered with the U.S. Securities and Exchange Commission (the “Commission” or the “SEC”) as an open-end management investment company. The Acquiring Fund is a diversified portfolio of DIG, which also is a corporation created under the laws of Maryland, and which is registered with the Commission as an open-end management investment company. The investment objectives of the Target Fund and the Acquiring Fund (together, the “Funds”) are identical—to approximate the total investment return of the S&P 500[®] Index. The Funds operate as feeder funds in a master-feeder structure, and each Fund invests substantially all of its assets in The U.S. Large Company Series (the “Master Fund”) of The DFA Investment Trust Company. The principal offices of DFAIDG and DIG are located at 6300 Bee Cave Road, Building One, Austin, Texas 78746. The Funds are sponsored by Dimensional Fund Advisors LP (“Dimensional”). The principal offices of Dimensional are located at 6300 Bee Cave Road, Building One, Austin, Texas 78746.

This Information Statement/Prospectus, which you should read carefully and retain for future reference, sets forth concisely the information that you should know before investing. A statement of additional information, dated March 1, 2010, relating to this Information Statement/Prospectus and the proposed Reorganization, is available upon request and without charge by calling collect or writing to Dimensional at the phone number and address listed above. The prospectus of the Acquiring Fund, dated February 28, 2010 (as it may be supplemented through the date hereof) (the “Acquiring Fund Prospectus”), accompanies this Information Statement/Prospectus as Exhibit B, and is incorporated herein by reference, which means that the Acquiring Fund Prospectus is legally considered to be a part of this Information Statement/Prospectus.

Additional information about the Acquiring Fund, the Target Fund, and the proposed Reorganization, including the prospectuses, statements of additional information, and the most recent annual shareholder reports for the Acquiring Fund and Target Fund, has been filed with the SEC and is available, free of charge, by (i) calling Dimensional collect at 512-306-7400, (ii) accessing the documents at the Funds' website at <http://www.dimensional.com>, or (iii) writing to the Funds at the address listed on the cover of this Information Statement/Prospectus. In addition, these documents may be obtained from the EDGAR database on the Commission's Internet site at <http://www.sec.gov>. You may review and copy the documents at the Commission's Public Reference Room in Washington, DC (for information on the operation of the Commission's Public Reference Room, call 202-551-8090). You may request documents by mail from the Commission, upon payment of a duplication fee, by writing to: Securities and Exchange Commission, Public Reference Section, 100 F Street, NE, Washington, DC 20549-0102. You also may obtain this information upon payment of a duplicating fee, by e-mailing the Commission at the following address: publicinfo@sec.gov.

This Information Statement/Prospectus, dated March 1, 2010, and the Exhibits are expected to be mailed to shareholders of the Target Fund on or about March 1, 2010.

AN INVESTMENT IN THE FUNDS IS NOT A DEPOSIT OF ANY BANK AND IS NOT INSURED OR GUARANTEED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENT AGENCY. AN INVESTMENT IN THE FUNDS INVOLVES INVESTMENT RISK, INCLUDING THE POSSIBLE LOSS OF PRINCIPAL.

LIKE ALL MUTUAL FUNDS, THE COMMISSION HAS NOT APPROVED OR DISAPPROVED THESE SECURITIES OR PASSED UPON THE ADEQUACY OF THIS INFORMATION STATEMENT/PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

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SUMMARY

This Summary section is qualified in its entirety by reference to the additional information contained elsewhere in this Information Statement/Prospectus, the Plan, a form of which is attached to this Information Statement/Prospectus as Exhibit A, and the Acquiring Fund's prospectus, which is attached as Exhibit B. Shareholders should read this entire Information Statement/Prospectus, including Exhibit A, carefully for more complete information.

How will the Reorganization work?

Under the Plan, substantially all of the Target Fund's assets will be transferred to the Acquiring Fund, in exchange for shares of the Acquiring Fund of equivalent aggregate net asset value ("NAV"). Your shares of the Target Fund will be exchanged for shares of equivalent aggregate NAV of the Acquiring Fund. Because each Fund has a different NAV per share, the number of Acquiring Fund shares that you receive likely will be different than the number of Target Fund shares that you own, even though the total value of your investment will be the same immediately before and after the exchange. After shares of the Acquiring Fund are distributed to the Target Fund's shareholders, the Target Fund will be completely liquidated and dissolved. (The proposed transaction is referred to in this Information Statement/Prospectus as the "Reorganization.") As a result of the Reorganization, you will cease to be a shareholder of the Target Fund and will become a shareholder of the Acquiring Fund. This exchange will occur on the closing date of the Reorganization, which is the specific date on which the Reorganization takes place. The closing date of the Reorganization is expected to occur on or about May 7, 2010, or such other date as the parties may agree.

Why did the Boards approve the Reorganization?

The DFAIDG Board, including all of DFAIDG's Directors who are not "interested persons" (as defined in the Investment Company Act of 1940, as amended (the "1940 Act")) (together, the "Independent Directors") of the Target Fund, Dimensional, the Fund's administrator, or DFA Securities LLC ("DFAS"), the Funds' principal underwriter, after careful consideration, has determined that the Reorganization is in the best interests of the Target Fund and will not dilute the interests of the existing shareholders of the Target Fund. The DFAIDG Board made this determination based on the fact that the shareholders of the Target Fund will be subject to lower administrative fees as shareholders of the combined Acquiring Fund and certain other factors, which include those that are discussed in this Information Statement/Prospectus, under the discussion of the Reorganization in the section entitled "Information about the Reorganization—Reasons for the Reorganization."

Similarly, the DIG Board, including all of DIG's Directors who are not "interested persons" (as defined in the 1940 Act) (together, the "Independent Directors") of the Acquiring Fund, Dimensional, or DFAS, has approved the Reorganization with respect to the Acquiring Fund. The DIG Board has determined that the Reorganization is in the best interests of the Acquiring Fund (because, among other reasons, the larger Acquiring Fund following the Reorganization may be able to achieve greater operating efficiencies from economies of scale) and that the interests of the Acquiring Fund's shareholders will not be diluted as a result of the Reorganization.

How will the Reorganization affect me?

If the Reorganization is consummated, you will cease to be a shareholder of the Target Fund and will become a shareholder of the Acquiring Fund. It is anticipated that the Reorganization will benefit you in several ways, including the following:

Cost Savings. The Target Fund presently pays an administrative fee of 0.095 of 1% to Dimensional for the administrative services that Dimensional provides to the Target Fund, and by investing in the Master Fund, pays a management fee of 0.025 of 1% to Dimensional, for a total fee of 0.12 of 1%. The Acquiring Fund pays an administrative fee of 0.05 of 1% to Dimensional for the administrative services that Dimensional provides to the Acquiring Fund, and by investing in the Master Fund, pays a management fee of 0.025 of 1% to Dimensional for a total fee of 0.075 of 1%. The proposed Reorganization will result in a lower administrative fee for the shareholders of the Target Fund, and the total fee investors will pay as investors in the Fund will decrease by 0.045 of 1%, from 0.12 of 1% to 0.075 of 1%.

For a more detailed comparison of the Funds' fees and expenses, see the section below titled "Comparison of Some Important Features of the Funds—What are the fees and expenses of the Funds and what might they be after the Reorganization?"

Operating Efficiencies and Diversification. Upon the completion of the Reorganization and the merger of the Target Fund and the Acquiring Fund, the Target Fund's shareholders will be shareholders of a larger combined fund that may be able to achieve greater operating efficiencies from economies of scale.

Who will bear the costs associated with the Reorganization?

It is anticipated that the total costs of the Reorganization, including the expenses of preparing, printing, and mailing this Information Statement/Prospectus, will be approximately \$130,000. These expenses will be paid by the Target Fund. However, pursuant to the operation of the Amended and Restated Fee Waiver and Expense Assumption Agreement (the "Expense Assumption Agreement") that is in place between Dimensional and DFAIDG, on behalf of the Target Fund, it is anticipated that most, if not all, of the Reorganization expenses will be paid by Dimensional.

What are the federal income tax consequences of the Reorganization?

As a condition to the closing of the Reorganization, the Target Fund and the Acquiring Fund must receive an opinion of Stradley, Ronon, Stevens & Young LLP ("Stradley Ronon") to the effect that the Reorganization will constitute a "reorganization" within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "Code"). Accordingly, it is expected that neither you nor, in general, the Target Fund will recognize gain or loss as a direct result of the Reorganization, and the holding period and aggregate tax basis for the Acquiring Fund shares that you receive will be the same as the holding period and aggregate tax basis of the Target Fund shares that you surrender in the Reorganization.

You should, however, consult your tax advisor regarding the effect, if any, of the Reorganization, in light of your individual circumstances. You should also consult your tax advisor about state and local tax consequences. For more information about the tax consequences of the Reorganization, please see the section titled "Information About the Plan—What are the tax consequences of the Reorganization?"

COMPARISON OF SOME IMPORTANT FEATURES OF THE FUNDS

How do the Funds' investment objectives, investment strategies, and investment policies compare?

The Target Fund and the Acquiring Fund have identical investment objectives: to approximate the total investment return of the S&P 500[®] Index. Each Fund's investment objective is fundamental and cannot be changed without shareholder approval. The Target Fund and the Acquiring Fund, as feeder funds, pursue identical investment strategies. Both Funds seek to achieve their investment objectives primarily by investing substantially all of their assets in the shares of the Master Fund, which intends to invest in all of the stocks that comprise the S&P 500[®] Index in approximately the proportions that the stocks are represented in the S&P 500[®] Index. The investment policies of the Funds are identical.

For further information about the Funds' investment objectives and investment strategies, see "Additional Information About the Acquiring Fund and the Target Fund—Comparison of the Funds' Investment Objectives, Principal Investment Strategies, and Portfolio Management," below.

The Funds have adopted identical fundamental investment restrictions, which may not be changed without prior shareholder approval. The Acquiring Fund's fundamental investment restrictions are listed in the Acquiring Fund's statement of additional information, dated February 28, 2010 (as supplemented through the date hereof), which is incorporated by reference into the statement of additional information relating to this Information Statement/Prospectus, and is available upon request.

What are the principal risks of an investment in the Funds?

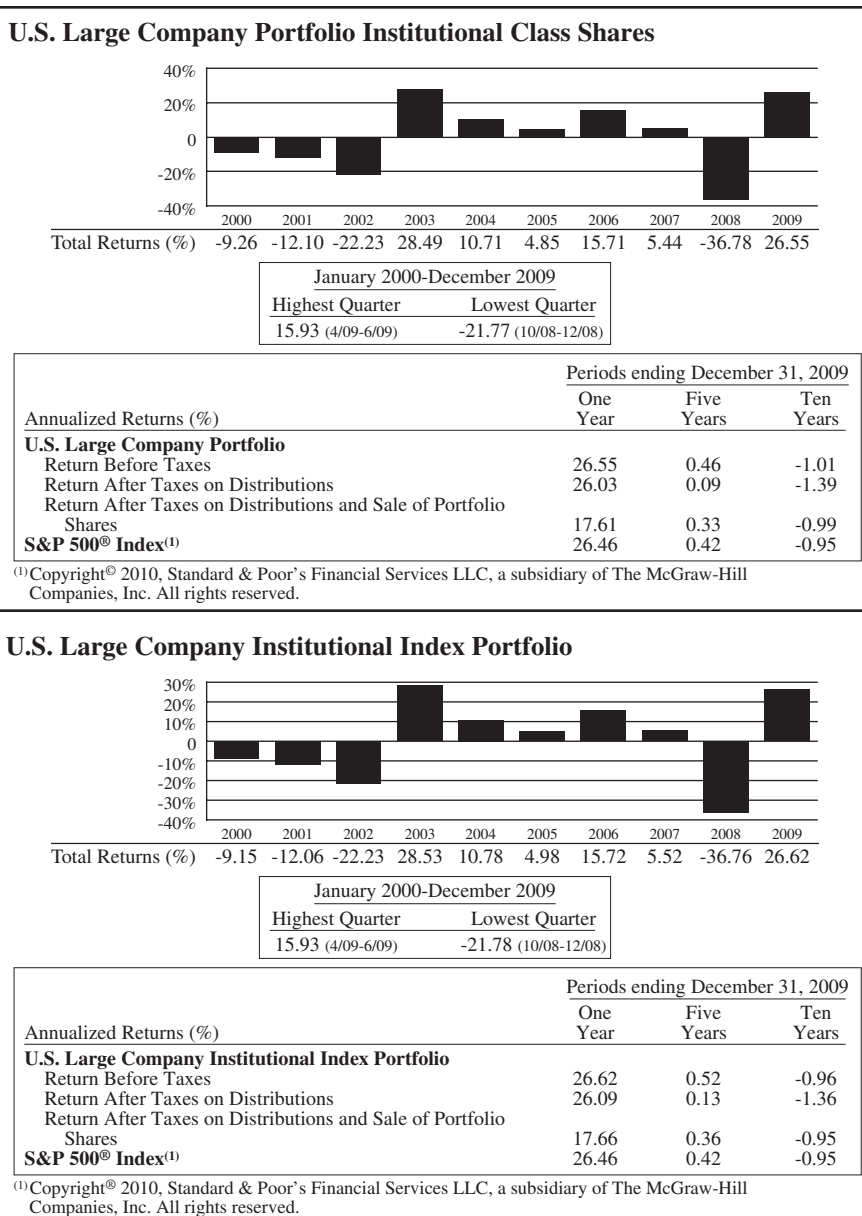
An investment in each Fund involves risks common to most mutual funds. There is no guarantee against losses resulting from investments in the Funds, nor that the Funds will achieve their investment objectives. The risks associated with an investment in each Fund are identical, and include the risks associated with fluctuations in the securities markets—i.e., the risks associated with investment in equity securities. You may lose money if you invest in the Funds.

For further information about the risks of investments in the Funds, see “What are the principal risks of investing in the Funds?”

How do the performance records of the Funds compare?

The bar charts and tables below illustrate the variability of the Funds’ returns and are meant to provide some indication of the risks of investing in the Funds. The bar charts show the changes in performance from year to year. The tables illustrate how annualized one-year, five-year and ten-year returns, both before and after taxes, compare with those of a broad measure of market performance. Past performance (before and after taxes) is not an indication of future results. The index in each table does not reflect a deduction for fees, expenses, or taxes.

The after-tax returns presented for the Funds are calculated using the historical highest individual federal marginal income tax rates and do not reflect the impact of state and local taxes. Actual after-tax returns depend on an investor’s tax situation and may differ from those shown in the tables. In addition, the after-tax returns shown are not relevant to investors who hold shares of the Funds through tax-deferred arrangements, such as 401(k) plans or individual retirement accounts.



What are the fees and expenses of the Funds and what might they be after the Reorganization?

Shareholders of both Funds pay various fees and expenses, either directly or indirectly. The tables below show the fees and expenses that you would pay if you were to buy and hold shares of each Fund. The fees and expenses in each table appearing below are based on the expenses of the Funds for the year ended October 31, 2009. The table also shows the pro forma expenses of the combined Acquiring Fund after giving effect to the Reorganization, based on pro forma net assets as of October 31, 2009. Pro forma numbers are estimated in good faith and are hypothetical. The tables below reflect the expenses of each Fund and the Master Fund through which the Funds invest in securities. Actual expenses may vary significantly. You will not pay any sales load, contingent deferred sales charge, commission, redemption fee, or other transaction fee in connection with the Reorganization.

	<u>Target Fund</u>	<u>Acquiring Fund</u>	<u>Pro Forma— Acquiring Fund after Reorganization</u>
Shareholder Fees (fees paid directly from your investment):	None	None	None

Annual Fund Operating Expenses for the Target Fund and the Acquiring Fund
(expenses deducted from Fund assets)

	<u>Target Fund</u>	<u>Acquiring Fund</u>	<u>Pro Forma— Acquiring Fund after Reorganization</u>
Management Fee*	0.12%	0.075%	0.075%
Other Expenses	0.05%	0.055%	0.055%
Total Annual Operating Expenses	<u>0.17%</u>	<u>0.13%</u>	<u>0.13%</u>
Fee Waiver and/or Expense Reimbursements	0.02%**	0.03%***	0.03%***
Net Expenses	<u>0.15%</u>	<u>0.10%</u>	<u>0.10%†</u>

* The “Management Fee” includes the investment management fee payable by the Master Fund and an administration fee payable by the Fund. The amount set forth in “Other Expenses” represents the aggregate amount that is payable by both the Master Fund and the Fund.

** Pursuant to the Expense Assumption Agreement for the Target Fund, Dimensional has agreed to waive its administration fee and to assume the Target Fund’s direct and indirect expenses (including the expenses the Target Fund bears as a shareholder of the Master Fund) to the extent necessary to limit the expenses of the Target Fund to 0.15% of the Target Fund’s average net assets on an annualized basis. At any time that the annualized expenses of the Target Fund are less than the rate listed above for the Target Fund on an annualized basis, Dimensional retains the right to seek reimbursement for any fees previously waived and/or expenses previously assumed to the extent that such reimbursement will not cause the Target Fund’s annualized expenses to exceed 0.15% of its average net assets on an annualized basis. The Target Fund is not obligated to reimburse Dimensional for fees previously waived or expenses previously assumed by Dimensional more than thirty-six months before the date of such reimbursement. The Expense Assumption Agreement will remain in effect for a period of one year, from March 1, 2010 through March 1, 2011, and shall continue in effect from year to year thereafter unless terminated by DFAIDG or Dimensional.

*** Pursuant to the Fee Waiver and Expense Assumption Agreement for the Acquiring Fund, Dimensional has agreed to waive its administration fee to the extent necessary to reduce the Acquiring Fund’s expenses to the extent that its total direct and indirect expenses (including the expenses the Acquiring Fund bears as a shareholder of the Master Fund) exceed 0.10% of the Acquiring Fund’s average daily net assets on an annualized basis. At any time that the total direct and indirect expenses of the Acquiring Fund are less than 0.10% of its average daily net assets on an annualized basis, Dimensional retains the right to seek reimbursement for any fees previously waived to the extent that such reimbursement will not cause the Acquiring Fund’s total direct and indirect expenses to exceed 0.10% of its average net assets on an

annualized basis. The Acquiring Fund is not obligated to reimburse Dimensional for fees waived by Dimensional more than thirty-six months before the date of such reimbursement. The Fee Waiver and Expense Assumption Agreement will remain in effect for a period of one year from March 1, 2010 through March 1, 2011, and shall continue in effect from year to year thereafter unless terminated by DIG or Dimensional.

† The expenses of the Reorganization are estimated to be \$130,000, which the Target Fund will pay. However, pursuant to the operation of the Expense Assumption Agreement, it is anticipated that Dimensional will pay most, if not all, of the Reorganization expenses.

Expense Examples

These Examples are meant to help you compare the cost of investing in the Acquiring Fund with the cost of investing in the Target Fund.

The Examples assume that you invest \$10,000 in the Funds for the time periods indicated and then redeem all of your shares at the end of those periods. The Examples also assume that your investment has a 5% return each year and that a Fund's operating expenses remain the same. Although your actual costs may be higher or lower, based on these assumptions, your costs would be:

	<u>1 Year</u>	<u>3 Years</u>	<u>5 Years</u>	<u>10 Years</u>
Target Fund	\$15	\$53	\$94	\$215
Acquiring Fund	\$10	\$39	\$70	\$163
Pro Forma—Acquiring Fund after Reorganization	\$10	\$39	\$70	\$163

These Examples summarize the aggregate estimated annual operating expenses before any waivers of both the Funds and the Master Fund. The costs for the Funds reflect the “Net Expenses” for the Funds that result from the contractual fee waivers in the first year only.

What are the distribution arrangements for the Funds?

The Funds are distributed by DFAS, which serves as the principal underwriter for the shares of the Funds. DFAS is a wholly-owned subsidiary of Dimensional. The principal business address of DFAS is 1299 Ocean Avenue, Santa Monica, California 90401. Pursuant to DFAS's Amended and Restated Distribution Agreements (together, the “Distribution Agreements”) with each of DFAIDG and DIG, DFAS uses its best efforts to arrange for the sale of the Funds' shares, which are continuously offered. No sales charges are paid by investors or the Funds. No compensation is paid by the Funds to DFAS under the Distribution Agreements.

The Target Fund is authorized to offer three classes of shares—the Institutional class, the Class R1, and the Class R2 shares. Presently, the Target Fund offers only the Institutional class shares, which does not charge a front-end sales load at the time of purchase or a contingent deferred sales load at the time of redemption.

The Acquiring Fund is authorized to, and currently offers, one class of shares, which does not charge a front-end sales load at the time of purchase or a contingent-deferred sales load at the time of redemption.

What are the Funds' arrangements for purchases, exchanges, and redemptions?

The procedures for purchasing, exchanging and redeeming shares of the Target Fund and the Acquiring Fund, and the Funds' policies regarding excessive or short-term trading, are identical. You may refer to the Acquiring Fund's prospectus, attached hereto as Exhibit B, under the sections titled “Purchase of Shares,” “Exchange of Shares,” and “Redemption of Shares” for the procedures applicable to purchases, exchanges, and redemptions of the shares of each Fund.

Shares of each Fund generally are available to institutional investors, retirement plans, and clients of registered investment advisors. There is currently no minimum initial or subsequent investment requirement for either Fund. Shares may be purchased by an investor contacting Dimensional to notify Dimensional of the proposed investment. All investments are subject to the approval of Dimensional. Shares also may be purchased by individuals through certain securities firms and investment advisory organizations.

The purchase price of a share of each Fund is its NAV. The net asset value per share of each Fund is calculated after the close of the New York Stock Exchange (the “NYSE”) (normally, 1:00 p.m. Pacific Time) on each day the NYSE is open. Provided that Dimensional or the Fund’s transfer agent has received the investor’s Account Registration Form in good order, and the custodian has received the investor’s payment, shares of the Fund will be priced at the public offering price, which is the NAV of the shares next determined after receipt of the investor’s funds by the custodian. Each Fund reserves the right to reject any initial or subsequent investment request.

The Target Fund and the Acquiring Fund permit their shareholders to exchange shares of the Target Fund and the Acquiring Fund, respectively, for shares of other portfolios of DFAIDG and DIG. An exchange involves the simultaneous redemption of shares of one fund and the purchase of shares of another fund at each fund’s respective closing NAV next determined after the request for exchange has been received, and is a taxable transaction. The Reorganization will not affect a shareholder’s ability to exchange shares of the Acquiring Fund or the Target Fund for shares of another portfolio of DFAIDG or DIG.

Each Fund redeems its shares at the NAV of such shares next determined after receipt of a written request for redemption in good order by the Fund’s transfer agent (or by a financial intermediary or sub-designee, if applicable).

Each Fund is intended for long-term investors and is not intended for investors that engage in excessive short-term trading activity that may be harmful to the Funds, including but not limited to market timing. The DFAIDG Board and the DIG Board have adopted an identical policy (the “Trading Policy”) that is designed to discourage and prevent market timing or excessive short-term trading in the Funds. Under purchase blocking procedures implemented by Dimensional, DFAS, and their agents, subject to certain exemptions, an investor who has engaged in any two purchases and two redemptions (including redemptions that are part of an exchange transaction) in a Fund in any rolling 30 calendar day monitoring period (i.e., two “round trips”) will be blocked from making any additional purchases in the Fund for 90 calendar days (a “purchase block”). You may refer to the Acquiring Fund’s prospectus, attached hereto as Exhibit B, under the section titled “Policy Regarding Excessive or Short-Term Trading,” for further information relating to the Trading Policy and the procedures applicable to purchase blocks.

What are the Funds’ dividend payment policies and pricing arrangements?

The dividend payment policies of the Funds are identical. Dividends from net investment income of each Fund are generally distributed quarterly (on a calendar basis) and any net realized capital gains (after any reductions for capital loss carryforwards) are distributed annually, typically in December. The Funds intend to make distributions that may be taxed as ordinary income and capital gains (which may be taxable at different rates, depending on the length of time a Fund holds the assets). The Funds may distribute such income dividends and capital gains more frequently, if necessary, in order to reduce or eliminate federal excise or income taxes on the Funds. Shareholders of each Fund automatically receive all income dividends and capital gains distributions in additional shares of the Fund at NAV, unless, upon written notice to Dimensional and completion of the requisite account information, another option is selected by shareholders. Both Funds notify their shareholders annually of the source and tax status of all dividends and distributions for federal income tax purposes. For additional information, you may refer to the Acquiring Fund’s prospectus, attached hereto as Exhibit B, under the section titled “Dividends, Capital Gains Distributions and Taxes.”

The Funds have identical procedures for calculating their share prices and valuing their portfolio securities. The Funds determine their NAV per share after the close of the NYSE (normally, 1:00 p.m., Pacific Time). The Funds will not be priced on days that the NYSE is closed for trading. DFAIDG and DIG have adopted identical policies and procedures for valuing the Funds’ portfolio assets. For more information about the Acquiring Fund’s pricing procedures, you may refer to the Acquiring Fund’s prospectus, attached hereto as Exhibit B, under the section titled “Valuation of Shares.”

Who manages the Funds?

The management of the business and affairs of the Target Fund is the responsibility of the DFAIDG Board, while the management of the business and affairs of the Acquiring Fund is the responsibility of the DIG Board. The composition of the Boards of DFAIDG and DIG is identical. Each Board elects officers, who are responsible for the day-to-day operations of the Funds.

Because the Funds operate as feeder funds and invest substantially all of their assets in the shares of the Master Fund, the Funds do not have an investment advisor. The investment advisor for the Master Fund is Dimensional. Dimensional, located at 6300 Bee Cave Road, Building One, Austin, Texas 78746, is organized as a Delaware limited partnership, and is controlled by its general partner, Dimensional Holdings Inc., a Delaware corporation. Dimensional is registered with the SEC as an investment advisor. As of January 31, 2010, assets under management for all affiliated Dimensional advisors totaled approximately \$161 billion. For its services to the Master Fund, Dimensional receives a fee equal to 0.025% of the Master Fund's daily net assets. Stephen A. Clark is the portfolio manager who coordinates the efforts of all other portfolio managers with respect to day-to-day management of the Funds and the Master Fund. Mr. Clark is a Senior Portfolio Manager and Vice President of Dimensional and Chairman of Dimensional's Investment Committee. Mr. Clark joined Dimensional as a portfolio manager in 2001 and has been responsible for the portfolio management group since January 2006. Additional information about the Funds' management can be found in the prospectus for the Acquiring Fund, which is attached hereto as Exhibit B, and the prospectus for the Target Fund, which is incorporated by reference and available without charge upon request, under the heading "Management of the Portfolio" and "Management of the Funds," respectively, and in the statement of additional information relating to this Information Statement/Prospectus.

A discussion regarding the basis for the Board of Trustees approving the investment management agreement with respect to the Master Fund is available in the Semi-Annual Reports to Shareholders of the Acquiring Fund and the Target Fund for the fiscal period ended April 30, 2009.

INFORMATION ABOUT THE REORGANIZATION

Reasons for the Reorganization

Each of the DFAIDG Board and the DIG Board considered the Reorganization at a meeting held on December 18, 2009, and approved the Plan. In considering the Plan, the DFAIDG Board and the DIG Board requested and received detailed information from the officers of DFAIDG and DIG, and representatives of Dimensional regarding the Reorganization, including: (1) the specific terms of the Plan; (2) the investment objectives, investment strategies, and investment policies of the Target Fund and the Acquiring Fund; (3) comparative data analyzing the fees and expenses of the Funds; (4) the proposed plans for ongoing management, distribution, and operation of the Acquiring Fund; (5) the management, financial position, and business of Dimensional and its affiliates; (6) the impact of the Reorganization on the Funds and their shareholders; (7) the relative asset sizes of the Funds, including the benefits of a Fund combining with another Fund; and (8) historical performance data for the Funds.

In approving the Reorganization, the DFAIDG Board, including all of the Independent Directors, determined that (i) participation in the Reorganization is in the best interests of the Target Fund's shareholders, and (ii) the interests of the Target Fund's shareholders will not be diluted as a result of the Reorganization.

In making these determinations, the DFAIDG Board, including all of the Independent Directors, considered a number of factors, including the potential benefits and costs of the Reorganization to the shareholders of the Target Fund. These considerations included the following:

- The Target Fund presently pays an administrative fee of 0.095 of 1% to Dimensional for the administrative services that Dimensional provides to the Target Fund, and by investing in the Master Fund, pays a management fee of 0.025 of 1% to Dimensional, for a total fee of 0.12 of 1%. The Acquiring Fund pays an administrative fee of 0.05 of 1% to Dimensional for the administrative services that Dimensional provides to the Acquiring Fund, and by investing in the Master Fund, pays a management fee of 0.025 of 1% to Dimensional for a total fee of 0.075 of 1%. The proposed Reorganization will result in a lower administrative fee for current shareholders of the Target Fund, and the total fee investors will pay as investors in the Fund will decrease by 0.045 of 1%, from 0.12 of 1% to 0.075 of 1%;
- The total expense ratio of the Acquiring Fund is expected to be less than the total expense ratio of the Target Fund;
- For the Target Fund, Dimensional has, pursuant to the Expense Assumption Agreement, agreed to waive its administrative fees and assume expenses of the Target Fund in order to limit expenses to 0.15%. For the

Acquiring Fund, Dimensional has, pursuant to a Fee Waiver and Expense Assumption Agreement, agreed to waive its administrative fees in order to limit direct and indirect expenses of the Acquiring Fund to 0.10%;

- Shareholders of the Target Fund likely will benefit from economies of scale as fixed costs are shared, and operating efficiencies may be achieved;
- The investment objective, investment strategies, and investment policies of the Target Fund and the Acquiring Fund are identical;
- The Acquiring Fund will continue to operate as a feeder fund investing substantially all of its assets in the shares of the Master Fund, and thus, the Target Fund's investment program will not change as a consequence of the Reorganization;
- The Acquiring Fund's \$100 million minimum initial investment requirement was eliminated;
- The Acquiring Fund may be more competitive in the marketplace;
- The Reorganization will eliminate the administrative and regulatory costs of operating each Fund as a separate mutual fund;
- The Target Fund will pay the costs of the Reorganization (although, pursuant to the operation of the Expense Assumption Agreement, it is anticipated that Dimensional will pay most, if not all, of the Reorganization expenses);
- The Reorganization is intended to be tax-free for federal income tax purposes for shareholders of the Target Fund; and
- The alternatives available for shareholders of the Target Fund, including the ability to redeem their shares in the Target Fund prior to the Reorganization.

Based upon its evaluation of the relevant information presented to it, and in light of its fiduciary duties under federal and state law, the DFAIDG Board, including all of the Independent Directors, concluded that completing the Reorganization is in the best interests of the shareholders of the Target Fund and that no dilution of value would result to the shareholders of the Target Fund from the Reorganization.

The DIG Board, on behalf of the Acquiring Fund, also concluded that the Reorganization is in the best interests of the Acquiring Fund and its shareholders, and that no dilution in value would result to the shareholders of the Acquiring Fund from the Reorganization. Consequently, the DIG Board approved the Plan on behalf of the Acquiring Fund.

INFORMATION ABOUT THE PLAN

This is only a summary of the Plan. You should read the form of the Plan, which is attached as Exhibit A to this Information Statement/Prospectus and is incorporated by reference, for complete information about the Reorganization.

How will the Reorganization be carried out?

The Reorganization for the Target Fund will take place after various conditions are satisfied, including the preparation of certain documents. DFAIDG and DIG will determine a specific date, called the "closing date," for the Reorganization to take place. Under the Plan, the Target Fund will transfer substantially all of its assets, free and clear of all liens, encumbrances, and claims whatsoever (other than shareholders' rights of redemption), to the Acquiring Fund on the closing date, which is scheduled to occur on or about May 7, 2010, but which may occur on an earlier or later date as the parties may agree. Neither the Acquiring Fund nor DIG shall assume any liability of the Target Fund or DFAIDG. In exchange, DIG will issue shares of the Acquiring Fund that have an aggregate NAV equal to the dollar value of the assets delivered to the Acquiring Fund by the Target Fund. DFAIDG will distribute the Acquiring Fund shares it receives to the shareholders of the Target Fund. Each shareholder of the Target Fund will receive a number of Acquiring Fund shares with an aggregate NAV equal to the aggregate NAV of his or her shares of the Target Fund. The share transfer books of the Target Fund will be permanently closed as of 3:00 p.m., Central Time, on the closing date. The Target Fund will accept requests for

redemptions only if received in proper form before 3:00 p.m., Central Time, on the closing date. Requests received after that time will be considered requests to redeem shares of the Acquiring Fund. As soon as reasonably practicable after the transfer of its assets, the Target Fund will pay or make provision for payment of all its remaining liabilities, if any. In conjunction with completing the Reorganization, the Acquiring Fund will change its name to the “U.S. Large Company Portfolio.” The Target Fund will then terminate its existence as a separate series of DFAIDG.

The parties may agree to amend the Plan to the extent permitted by law. If DFAIDG and DIG agree, the Plan may be terminated or abandoned at any time before the Reorganization.

Each of DFAIDG and DIG has made representations and warranties in the Plan that are customary in matters such as the Reorganization. The obligations under the Plan of DFAIDG (with respect to the Target Fund) and DIG (with respect to the Acquiring Fund) are subject to various conditions, including:

- DIG’s registration statement on Form N-14 under the Securities Act of 1933, of which this Information Statement/Prospectus is a part, shall have been filed with the SEC and such registration statement shall have become effective, and no stop-order suspending the effectiveness of the registration statement shall have been issued, and no proceeding for that purpose shall have been initiated or threatened by the SEC (and not withdrawn or terminated); and
- DFAIDG and DIG shall have received the tax opinion described below that the consummation of the Reorganization will not result in the recognition of gain or loss for federal income tax purposes for the Target Fund, the Acquiring Fund, or their shareholders.

Who will pay the expenses of the Reorganization?

The Target Fund will pay all of the costs and expenses resulting from the Reorganization. The expenses are estimated to be \$130,000. Pursuant to the operation of the Expense Assumption Agreement, it is anticipated that Dimensional will pay most, if not all, of the Reorganization expenses. Because the Funds are feeder funds that invest in the Master Fund, it is not anticipated that there will be any brokerage costs as a result of the Reorganization.

What are the tax consequences of the Reorganization?

The Reorganization is intended to qualify as a tax-free reorganization for federal income tax purposes under Section 368(a)(1) of the Code. Based on certain assumptions made and representations to be made on behalf of the Acquiring Fund and the Target Fund, it is expected that Stradley Ronon will provide a legal opinion to the effect that, for federal income tax purposes: (i) shareholders of the Target Fund will not recognize any gain or loss as a result of the exchange of their shares of the Target Fund for shares of the Acquiring Fund; (ii) the Acquiring Fund and its shareholders will not recognize any gain or loss upon receipt of the Target Fund’s assets; and (iii) the holding period and aggregate tax basis for Acquiring Fund shares that are received by a Target Fund shareholder will be the same as the holding period and aggregate tax basis of the shares of the Target Fund previously held by such shareholder.

Opinions of counsel are not binding upon the Internal Revenue Service or the courts. If the Reorganization is consummated but does not qualify as a tax free reorganization under the Code, and thus is taxable, the Target Fund would recognize gain or loss on the transfer of its assets to the Acquiring Fund and each shareholder of the Target Fund would recognize a taxable gain or loss equal to the difference between its tax basis in its Target Fund shares and the fair market value of the shares of the Acquiring Fund it received.

Capital losses can generally be carried forward to each of the eight (8) taxable years succeeding the loss year to offset future capital gains. However, any such capital losses are subject to an annual limitation if there is a more than 50% “change in ownership” of a fund. The Reorganization will result in a more than 50% “change in ownership” of the Acquiring Fund, as the Target Fund and the Acquiring Fund are combined. Because of this, the capital loss carryovers (together with any current year realized capital gain/loss and unrealized appreciation/depreciation in value of investments, collectively referred to as “total net capital loss carryovers”) of the Acquiring Fund will be subject to an annual limitation for federal income tax purposes. In addition, for five

(5) years beginning after the closing date, neither Fund will be permitted to offset its “built-in” gains, if any, at the time of the Reorganization against the capital losses (including capital loss carryforwards) built in to the other Fund at the time of the Reorganization. The total net capital loss carryovers of the Funds, and the approximate annual limitation on the use of the Acquiring Fund’s total net capital loss carryovers following the Reorganization, are as follows:

<u>Line</u>	<u>U.S. Large Company Portfolio [Target Fund]</u>	<u>U.S. Large Company Institutional Index Portfolio [Acquiring Fund]</u>
1 Capital Loss Carryovers		
2 Expiring 2011-2017	(\$ 213,037,000)	
3 Expiring 2010-2017		\$ (50,288,000)
4 Unrealized Appreciation (Depreciation) on a tax basis at 10/31/2009	\$ (158,074,000)	\$ (27,188,000)
5 Total Net Capital Loss Carryovers	\$ (371,111,000)	\$ (77,476,000)
6 Net Unrealized Appreciation (Depreciation) for tax purposes as Percentage of NAV [L4 / L7]	-5.8%	-3.5%
7 Net Asset Value at 10/31/2009	\$ 2,719,418,000	\$ 785,689,000
8 Tax-Exempt Rate (March 2010)	N/A	4.03%
9 Annual Limitation (approximate) (1) [L7 x L8]	N/A	\$ 31,663,267

The actual annual loss limitation will equal the aggregate net asset value of the Acquiring Fund on the closing date multiplied by the long-term tax-exempt rate for ownership changes during the month in which the Reorganization closes (such limitation is increased by the amount of any built-in gain; i.e., unrealized appreciation in value of investments of the Acquiring Fund on the closing date that is recognized in a taxable year). The annual limitation on the use of the Acquiring Fund’s total net capital loss carryovers may result in some portion of such carryovers expiring unutilized, depending on the facts at the time of closing the Reorganization. However, the total net capital loss carryovers of the Target Fund will continue to be available without limitation to the benefit of all of the shareholders of the Funds. This might be viewed as resulting in a slight reduction in the available tax benefits for the shareholders of the Target Fund, although such capital loss carryovers are a tax benefit only to the extent such losses offset future capital gains.

Buying shares in a fund that has material unrealized appreciation in portfolio investments may be less tax efficient than buying shares in a fund with no such unrealized appreciation in value of investments. Conversely, buying shares in a fund with unrealized depreciation in value of investments may be more tax efficient because such depreciation when realized will offset other capital gains that otherwise might be distributed to shareholders, causing the shareholders to pay tax on such distributions. These same considerations apply in the case of a reorganization. As of October 31, 2009, the net unrealized depreciation in the value of the investments on a tax basis of the Target Fund and Acquiring Fund as a percentage of their respective net asset values on such date was 5.8% and 3.5%, respectively, and 5.3% on a combined basis. Based on these figures, the shareholders of the Target Fund are being exposed to slightly less unrealized depreciation in value of investments post-Reorganization relative to what they are presently exposed.

After the Reorganization, you will continue to be responsible for tracking the adjusted tax basis and holding period for your Fund shares for federal income tax purposes. You should consult your tax advisor regarding the effect, if any, of the Reorganization in light of your individual circumstances. You also should consult your tax advisor about the state and local tax consequences, if any, of the Reorganization because this discussion only relates to the federal income tax consequences.

CAPITAL STRUCTURE AND SHAREHOLDER RIGHTS

Capital Structure

Each Fund is a series of an open-end, registered management investment company, commonly referred to as a “mutual fund.” DFAIDG was organized as a Maryland corporation on June 15, 1981. DIG was organized as a

Maryland corporation on March 19, 1990. (DFAIDG and DIG are each referred to as a “Company,” and together as the “Companies.”)

The operations of each Company are governed by its respective Charter, Bylaws, and Maryland state law. Each Company also must adhere to the 1940 Act, the rules and regulations promulgated by the Commission thereunder, and any applicable state securities laws.

Shares of the Acquiring Fund and the Target Fund have identical legal characteristics with respect to such matters as voting, dividend, redemption, conversion, liquidation and other rights and preferences, assessability, and transferability. Each Fund’s shares, when issued and paid for in accordance with the Fund’s prospectus, are fully paid and non-assessable, and shall have no preemptive or subscription rights other than such, if any, as the Board may determine and at such price or prices and upon such other terms as the Board may fix. Shareholders of the Target Fund and the Acquiring Fund have no appraisal rights. Each share issued by a Fund is entitled to one full vote, and each fractional share is entitled to a proportionate fractional vote.

Upon the closing of the Reorganization, former shareholders of the Target Fund whose shares are represented by outstanding share certificates will not receive certificates for shares in the Acquiring Fund and all outstanding Target Fund share certificates shall be cancelled.

What is the capitalization of the Funds?

The following table sets forth the capitalization of the Target Fund and the Acquiring Fund as of October 31, 2009, and the pro forma combined capitalization of the Acquiring Fund as adjusted to give effect to the proposed Reorganization. The following are examples of the number of shares of the Acquiring Fund that would have been exchanged for the shares of the Target Fund if the Reorganization had been consummated on October 31, 2009 and do not reflect the number of shares or value of shares that would actually be received if the Reorganization, as described, occurs. Each shareholder of the Target Fund will receive the number of full and fractional shares of the Acquiring Fund equal in value to the value (as of the closing date) of the shares of the Target Fund.

	<u>Target Fund</u>	<u>Acquiring Fund</u>	<u>Pro Forma Adjustments</u>	<u>Pro Forma—Acquiring Fund after Reorganization†</u>
Net assets (millions)	\$ 2,719.4	\$ 785.7	—	\$ 3,505.1
Total shares outstanding	88,883,846	96,246,158	(244,378,164)	429,508,168
Net asset value per share	\$ 30.60	\$ 8.16	—	\$ 8.16

† The expenses of the Reorganization are estimated to be \$130,000, which the Target Fund will pay. However, pursuant to the operation of the Expense Assumption Agreement, it is anticipated that Dimensional will pay most, if not all, of the Reorganization expenses.

This information is for informational purposes only. There is no assurance that the Reorganization will be consummated. Moreover, if consummated, the capitalization of the Target Fund and the Acquiring Fund is likely to be different at the closing date as a result of daily share purchase and redemption activity in the Target Fund and net asset value changes. Accordingly, the foregoing should not be relied upon to reflect the number of shares of the Acquiring Fund that actually will be received on or after such date.

Rights of Target Fund and Acquiring Fund Shareholders

Shareholders of the Target Fund and the Acquiring Fund have substantially identical rights. There are no material differences between the rights of shareholders under the respective Charter and Bylaws of each Company. Accordingly, shareholders of each Fund have equal rights with respect to dividends and distributions, liquidations, voting, and protection from liability. For example, shareholders of each Fund generally have the power to vote only: (i) for the election or removal of Directors; (ii) with respect to any contract as to which shareholder approval is required by the 1940 Act; (iii) with respect to certain amendments of the Charter; (iv) with respect to such additional matters relating to DFAIDG or DIG as may be required by the 1940 Act, their respective Charters or Bylaws, or as the Directors may consider necessary or desirable.

Neither Fund is required to hold an annual shareholder meeting under its Company's Charter or Bylaws, unless required by the 1940 Act. However, a special meeting of the shareholders of a Fund may be called by a Company's Board, certain officers or upon the written request of shareholders owning at least a majority of the shares entitled to vote. If a shareholder meeting is held, the Funds have identical record date, notice, quorum and adjournment requirements and voting standards. Both Funds generally require a majority vote of the shares present to decide any questions related to a particular matter, except a plurality shall elect a Director and except that certain extraordinary matters, such as a Charter amendment, require the approval of a majority of the shares outstanding. Both Funds provide for noncumulative voting in the election of Directors.

Neither the Charter nor the By-Laws of the Companies contain specific provisions regarding the personal liability of shareholders. However, under the Maryland corporate law, shareholders of a Maryland corporation generally will not be held personally liable for the acts or obligations of the corporation, except that a shareholder may be liable to the extent that (i) consideration for the shares has not been paid, (ii) the shareholder knowingly accepts a distribution in violation of the charter or Maryland law, or (iii) the shareholder receives assets of the corporation upon its liquidation and the corporation is unable to meet its debts and obligations, in which case the shareholder may be liable for such debts and obligations to the extent of the assets received in the distribution.

ADDITIONAL INFORMATION ABOUT THE ACQUIRING FUND AND THE TARGET FUND

Comparison of the Funds' Investment Objectives, Principal Investment Strategies, and Portfolio Management

The investment objectives, principal investment strategies, and portfolio management of the Funds are identical. Each Fund's investment objective is to approximate the total investment return of the S&P 500® Index. As feeder funds, each Fund seeks to achieve its investment objective by buying shares of the Master Fund, which intends to invest in all of the stocks that comprise the S&P 500® Index in approximately the proportion they are represented in the S&P 500® Index. The S&P 500® Index is comprised of a broad and diverse group of stocks. Generally, these are the U.S. stocks with the largest market capitalizations and, as a group, the stocks represent approximately 75% of the total market capitalization of all publicly traded U.S. stocks as of February 28, 2010. Under normal market conditions, at least 95% of the Master Fund's net assets will be invested in the stocks that comprise the S&P 500® Index. As a non-fundamental policy, under normal circumstances, the Master Fund will invest at least 80% of its net assets in securities of large U.S. companies.

The Master Fund also may use derivatives, such as futures contracts and options on futures contracts, to gain market exposure on the Master Fund's uninvested cash pending investment in securities or to maintain liquidity to pay redemptions. The Master Fund may enter into futures contracts and options on futures contracts for U.S. equity securities and indices. In addition to money market instruments and other short-term investments, the Master Fund may invest in affiliated and unaffiliated unregistered money market funds to manage the Master Fund's cash pending investment in other securities or to maintain liquidity for the payment of redemptions or other purposes.

Ordinarily, portfolio securities will not be sold except to reflect additions or deletions of the stocks that comprise the S&P 500® Index, including as a result of mergers, reorganizations and similar transactions and, to the extent necessary, to provide cash to pay redemptions of the Master Fund's shares. Given the impact on prices of securities affected by the reconstitution of the S&P 500® Index around the time of a reconstitution date, the Master Fund may purchase or sell securities that may be impacted by the reconstitution before or after a reconstitution date of the S&P 500® Index.

STANDARD & POOR'S INFORMATION AND DISCLAIMERS

Neither the Funds nor the Master Fund is sponsored, endorsed, sold, or promoted by Standard & Poor's Financial Services LLC, a subsidiary of The McGraw Hill Companies, Inc. ("S&P"). S&P makes no representation or warranty, express or implied, to the owners of the Funds or the Master Fund or any member of the public regarding the advisability of investing in securities generally or in the Funds or the Master Fund particularly or the ability of the S&P 500® Index to track general stock market performance. S&P's only relationship to the Funds or the Master Fund is the licensing of certain trademarks and trade names of S&P and

of the S&P 500® Index, which is determined, composed, and calculated by S&P without regard to the Funds or the Master Fund. S&P has no obligation to take the needs of the Funds, the Master Fund, or their respective owners into consideration in determining, composing, or calculating the S&P 500® Index. S&P is not responsible for, and has not participated in, the determination of the prices and amount of the Funds or the Master Fund, or the issuance or sale of the Funds or the Master Fund, or in the determination or calculation of the equation by which the Funds or the Master Fund is to be converted into cash. S&P has no obligation or liability in connection with the administration, marketing, or trading of the Funds or the Master Fund.

S&P DOES NOT GUARANTEE THE ACCURACY AND/OR THE COMPLETENESS OF THE S&P 500® INDEX OR ANY DATA INCLUDED THEREIN AND S&P SHALL HAVE NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INTERRUPTIONS THEREIN. S&P MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY LICENSEE, OWNERS OF THE PRODUCT, OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE S&P 500® INDEX OR ANY DATA INCLUDED THEREIN. S&P MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE S&P 500® INDEX OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL S&P HAVE ANY LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

How do the fundamental investment policies of the Funds compare?

The fundamental investment policies of the Target Fund and the Acquiring Fund are identical.

What are the principal risks of investing in the Funds?

The principal risks of investments in the Target Fund and Acquiring Fund are identical.

Market risk Even a long-term investment approach cannot guarantee a profit. Economic, political and issuer specific events will cause the value of securities and the Master Fund, which owns them, and, in turn each Fund, to rise or fall. Because the value of your investment in the Fund will fluctuate, there is the risk that you may lose money.

Derivatives risk Derivatives are securities, such as futures contracts, whose value is derived from that of other securities or indices. The Master Fund may use derivatives, such as futures contracts and options on futures contracts, to gain market exposure on the Master Fund’s uninvested cash pending investment in securities or to maintain liquidity to pay redemptions. The use of derivatives for non-hedging purposes may be considered more speculative than other types of investments. When a Fund uses derivatives, the Fund will be directly exposed to the risks of that derivative. Derivative securities are subject to a number of risks, including liquidity, interest rate, market, credit, and management risks, and the risk of improper valuation. Changes in the value of a derivative may not correlate perfectly with the underlying asset, rate, or index, and a Fund could lose more than the principal amount invested.

Securities lending risk The Master Fund may lend its portfolio securities to generate additional income. Securities lending involves the risk that the borrower may fail to return the securities in a timely manner or at all. As a result, the Master Fund may lose money and there may be a delay in recovering the loaned securities. The Master Fund also could lose money if the Master Fund does not recover the securities and/or the value of the collateral falls, including the value of investments made with cash collateral. Securities lending also may have certain potential adverse tax consequences.

Where can I find more financial and performance information about the Funds?

More information about the Target Fund and the Acquiring Fund is included in: (i) the Target Fund's prospectus, dated February 28, 2010 (as it may be supplemented through the date hereof), which is incorporated by reference and is available upon request without charge; (ii) the statement of additional information, dated February 28, 2010 (as supplemented through the date hereof), relating to the Target Fund's prospectus; (iii) the Acquiring Fund's prospectus, dated February 28, 2010 (as supplemented through the date hereof), which accompanies this Information Statement/Prospectus as Exhibit B, and is incorporated by reference and considered a part of this Information Statement/Prospectus; (iv) the statement of additional information, dated February 28, 2010 (as supplemented through the date hereof), relating to the Acquiring Fund's prospectus; (v) the Annual Report to Shareholders of the Target Fund, for the fiscal year ended October 31, 2009; (vi) the Annual Report to Shareholders of the Acquiring Fund for the fiscal year ended October 31, 2009; and (vii) the statement of additional information, dated March 1, 2010, relating to this Information Statement/Prospectus, which is incorporated by reference herein.

You may request free copies of the Target Fund's prospectus or statement of additional information (including any supplement thereto), by calling collect at 512-306-7400, by accessing the documents at <http://www.dimensionalfund.com>, or by writing to DFA Investment Dimensions Group Inc., 6300 Bee Cave Road, Building One, Austin, Texas 78746. You may request free copies of the Acquiring Fund's statement of additional information or the statement of additional information relating to this Information Statement/Prospectus, by calling collect at 512-306-7400, by accessing the documents at <http://www.dimensionalfund.com>, or by writing to Dimensional Investment Group Inc., 6300 Bee Cave Road, Building One, Austin, Texas 78746.

This Information Statement/Prospectus, which constitutes part of a Registration Statement filed by DIG with the Commission under the Securities Act of 1933, as amended, omits certain information contained in such Registration Statement. Reference is hereby made to the Registration Statement and to the exhibits and amendments thereto for further information with respect to the Acquiring Fund and the shares offered. Statements contained herein concerning the provisions of documents are necessarily summaries of such documents, and each such statement is qualified in its entirety by reference to the copy of the applicable document filed with the Commission.

Each Fund also files proxy materials, information statements, reports, and other information with the Commission in accordance with the informational requirements of the Securities Exchange Act of 1934, as amended, and the 1940 Act. These materials can be inspected and copied at the public reference facilities maintained by the Commission in Washington, DC, located at Room 1580, 100 F Street, N.E., Washington, DC 20549. Copies of such material can be obtained at prescribed rates from the Public Reference Branch, Office of Consumer Affairs and Information Services, SEC, Washington, DC 20549, or obtained electronically from the EDGAR database on the Commission's Internet site (<http://www.sec.gov>).

PRINCIPAL SHAREHOLDERS

As of November 30, 2009, the officers and Directors of DFAIDG, as a group, owned or controlled less than 1% of the Target Fund. As of November 30, 2009, the following shareholders owned of record, or to the knowledge of the Target Fund beneficially, 5% or more of the outstanding shares of the Target Fund:

<u>Name and Address of Record or Beneficial Owner</u>	<u>Percentage of Target Fund</u>
Charles Schwab & Company, Inc.* 101 Montgomery Street San Francisco, CA 94104	47.62%
National Financial Services LLC* 200 Liberty Street One World Financial Center New York, NY 10281	11.42%

<u>Name and Address of Record or Beneficial Owner</u>	<u>Percentage of Target Fund</u>
Ameritrade, Inc.* 1005 N. Ameritrade Place Bellevue, NE 68005	8.72%

As of November 30, 2009, the officers and Directors of DIG, as a group, owned or controlled less than 1% of the Acquiring Fund. As of November 30, 2009, the following shareholders owned of record, or to the knowledge of the Acquiring Fund beneficially, 5% or more of the outstanding shares of the Acquiring Fund:

<u>Name and Address of Record or Beneficial Owner</u>	<u>Percentage of Acquiring Fund</u>
Charles Schwab & Company, Inc.* 101 Montgomery Street San Francisco, CA 94104	80.04%
National Financial Services LLC* 200 Liberty Street One World Financial Center New York, NY 10281	10.47%
The RBB Fund Inc. Free Market US Equity Fund 5955 Deerfield Blvd. Mason, OH 45040	6.41%

* Owner of record only (omnibus)

ADDITIONAL INFORMATION

The Administrator and Transfer Agent. PNC Global Investment Servicing (U.S.) Inc., with offices at 301 Bellevue Parkway, Wilmington, Delaware 19809, serves as the accounting services, dividend disbursing, and transfer agent for the Funds.

Custodian. PFPC Trust Company, 301 Bellevue Parkway, Wilmington, Delaware 19809, is custodian of the Target Fund's and Acquiring Fund's investments.

Auditor. PricewaterhouseCoopers LLP, located at 2001 Market Street, Philadelphia, Pennsylvania 19103, serves as the independent registered public accounting firm to the Target Fund and the Acquiring Fund.

Master Feeder Structure. Other institutional investors, including other mutual funds, may invest in the Master Fund. Accordingly, the expenses of such other funds and, correspondingly, their returns may differ from those of the Target Fund and the Acquiring Fund. The aggregate amount of expenses for the Funds and the Master Fund may be greater than it would be if the Funds were to invest directly in the securities held by the Master Fund. However, the total expense ratios for the Funds and the Master Fund are expected to be less over time than such ratios would be if the Funds were to invest directly in the underlying securities. This arrangement enables various institutional investors, including the Funds, to pool their assets, which may be expected to result in economies by spreading certain fixed costs over a larger asset base. Each shareholder in the Master Fund, including each Fund, will pay its proportionate share of the expenses of the Master Fund.

Investment in the Master Fund by other institutional investors offers potential benefits to the Master Fund and, through their investments in the Master Fund, the Funds also. However, such economies and expense reductions might not be achieved, and additional investment opportunities, such as increased diversification, might not be available if other institutions do not invest in the Master Fund. Also, if an institutional investor were to redeem its interest in the Master Fund, the remaining investors in the Master Fund could experience higher pro rata operating expenses, thereby producing lower returns, and the Master Fund's security holdings may become less diverse, resulting in increased risk.

If the DFAIDG Board or the DIG Board, as applicable, determines that it is in the best interest of the Target Fund or the Acquiring Fund, respectively, a Fund may withdraw its investment in the Master Fund at any time.

Upon any such withdrawal, the DFAIDG Board or the DIG Board would consider what action the Fund might take, including either seeking to invest its assets in another registered investment company with the same investment objective as the Fund (which might not be possible), or retaining an investment advisor to manage the Fund's assets in accordance with the Fund's own investment objective, possibly at increased cost. Shareholders of a Fund will receive written notice thirty days before the effective date of any changes in the investment objective of the Master Fund.

Shareholders Sharing the Same Address

If two or more shareholders share the same address, only one copy of the Information Statement/Prospectus is being delivered to that address, unless the Fund(s) have received contrary instructions from one or more of the shareholders at that shared address. Upon written or oral request, the Acquiring Fund will deliver promptly a separate copy of the Information Statement/Prospectus to a shareholder at a shared address. Please call collect 512-306-7400 or forward a written request to 6300 Bee Cave Road, Building One, Austin, TX 78746, if you would like to (1) receive a separate copy of the Information Statement/Prospectus; (2) receive your annual reports or information statements separately in the future; or (3) request delivery of a single copy of annual reports or information statements if you currently are receiving multiple copies at a shared address.

FINANCIAL HIGHLIGHTS

The following tables show the financial performance of each Fund for the past six fiscal years. The total returns in the tables represent the rate that you would have earned or lost on an investment in a Fund (assuming reinvestment of all dividends and distributions). The financial information in the following tables and the notes thereto has been audited by PricewaterhouseCoopers LLP, the independent registered public accounting firm for the Funds, whose reports thereon are included in DFAIDG's and DIG's annual reports to shareholders for the fiscal year ended October 31, 2009. Copies of each Fund's annual report may be obtained without charge by calling collect at 512-306-7400.

DFA INVESTMENT DIMENSIONS GROUP INC.

FINANCIAL HIGHLIGHTS
(For a share outstanding throughout each period)

	U.S. Large Company Portfolio Institutional Class Shares					
	Period Ended Oct. 31, 2009	Period Ended Oct. 31, 2008**	Year Ended Nov. 30, 2007	Year Ended Nov. 30, 2006	Year Ended Nov. 30, 2005	Year Ended Nov. 30, 2004
Net Asset Value, Beginning of Period ...	\$ 28.57	\$ 43.61	\$ 41.24	\$ 36.79	\$ 34.59	\$ 31.16
Income From Investment Operations						
Net Investment Income (Loss)	0.67#	0.72#	0.80#	0.71#	0.60	0.61
Net Gains (Losses) on Securities (Realized and Unrealized)	2.08	(14.96)	2.33	4.41	2.28	3.31
Total From Investment Operations	2.75	(14.24)	3.13	5.12	2.88	3.92
Less Distributions						
Net Investment Income	(0.72)	(0.80)	(0.76)	(0.67)	(0.68)	(0.49)
Net Realized Gains	—	—	—	—	—	—
Total Distributions	(0.72)	(0.80)	(0.76)	(0.67)	(0.68)	(0.49)
Net Asset Value, End of Period	\$ 30.60	\$ 28.57	\$ 43.61	\$ 41.24	\$ 36.79	\$ 34.59
Total Return	10.08%	(33.14)%†	7.66%	14.12%	8.41%	12.68%
Net Assets, End of Period (thousands) ...	\$2,719,418	\$2,544,038	\$3,415,833	\$2,868,811	\$2,088,128	\$1,440,869
Ratio of Expenses to Average Net Assets*	0.15%	0.15%^	0.15%	0.15%	0.15%	0.15%
Ratio of Expenses to Average Net Assets (Excluding Waivers and Assumption of Expenses and/or Recovery of Previously Waived Fees)*	0.17%	0.15%^	0.15%	0.19%	0.30%	0.30%
Ratio of Net Investment Income to Average Net Assets	2.48%	2.05%^	1.85%	1.85%	1.78%	1.92%

Computed using average shares outstanding.

^ Annualized.

† Non-annualized.

* Represents the combined ratios for the respective portfolio and its respective pro-rata share of its Master Fund Series.

** The fiscal year end for the Portfolio was changed from November 30 to October 31. The information presented covers the period from December 1, 2007 through October 31, 2008.

DIMENTIONAL INVESTMENT GROUP INC.
FINANCIAL HIGHLIGHTS
(For a share outstanding throughout each period)

	U.S. Large Company Institutional Index Portfolio					
	Period Ended Oct. 31, 2009	Period Ended Oct. 31, 2008 [^]	Year Ended Nov. 30, 2007	Year Ended Nov. 30, 2006	Year Ended Nov. 30, 2005	Year Ended Nov. 30, 2004
Net Asset Value, Beginning of Period	\$ 7.62	\$ 11.63	\$ 11.00	\$ 9.82	\$ 9.23	\$ 8.32
Income From Investment Operations						
Net Investment Income (Loss)	0.18#	0.20#	0.22#	0.19#	0.17	0.17
Net Gains (Losses) on Securities (Realized and Unrealized)	0.55	(3.99)	0.62	1.18	0.61	0.88
Total from Investment Operations	0.73	(3.79)	0.84	1.37	0.78	1.05
Less Distributions						
Net Investment Income	(0.19)	(0.22)	(0.21)	(0.19)	(0.19)	(0.14)
Total Distributions	(0.19)	(0.22)	(0.21)	(0.19)	(0.19)	(0.14)
Net Asset Value, End of Period	\$ 8.16	\$ 7.62	\$ 11.63	\$ 11.00	\$ 9.82	\$ 9.23
Total Return	10.07%	(33.10)% [@]	7.71%	14.11%	8.50%	12.66%
Net Assets, End of Period (thousands)	\$785,689	\$729,218	\$1,002,142	\$877,405	\$692,595	\$534,285
Ratio of Expenses to Average Net Assets*	0.10%	0.10%**	0.10%	0.10%	0.10%	0.10%
Ratio of Expenses to Average Net Assets (Excluding Waivers and Assumption of Expenses and/or Recovery of Previously Waived Fees)*	0.13%	0.11%**	0.11%	0.11%	0.14%	0.15%
Ratio of Net Investment Income to Average Net Assets	2.53%	2.10%**	1.90%	1.90%	1.82%	1.96%

[^] The fiscal year end for the Portfolio was changed from November 30 to October 31. The information presented covers the period from December 1, 2007 through October 31, 2008.

Computed using average shares outstanding.

* Represents the combined ratios for the respective portfolio and its respective pro-rata share of its Master Fund Series.

@ Non-annualized

** Annualized

EXHIBITS TO INFORMATION STATEMENT/PROSPECTUS

Exhibit

- A Form of Agreement and Plan of Reorganization
- B Prospectus of U.S. Large Company Institutional Index Portfolio, dated February 28, 2010, as amended and supplemented to date

**FORM OF
AGREEMENT AND PLAN OF REORGANIZATION**

THIS AGREEMENT AND PLAN OF REORGANIZATION (the “Plan”), is made as of this 18th day of December, 2009, by and between Dimensional Investment Group Inc., a corporation organized under the laws of the State of Maryland (“Acquiring Corporation”), with its principal place of business at 6300 Bee Cave Road, Building One, Austin, Texas 78746, on behalf of one of its portfolios, the U.S. Large Company Institutional Index Portfolio (“Acquiring Fund”), and DFA Investment Dimensions Group Inc., a corporation organized under the laws of the State of Maryland (“Target Corporation”), with its principal place of business at 6300 Bee Cave Road, Building One, Austin, Texas 78746, on behalf of one of its portfolios, the U.S. Large Company Portfolio (“Target Fund”).

PLAN OF REORGANIZATION

The reorganization (hereinafter referred to as the “Plan of Reorganization”) will consist of the following: (i) the acquisition by Acquiring Corporation, on behalf of Acquiring Fund, of substantially all of the property, assets, and goodwill of Target Fund in exchange solely for full and fractional shares of capital stock, with a par value of one cent (\$0.01) per share, of Acquiring Fund (“Acquiring Fund Shares”); (ii) the distribution of Acquiring Fund Shares to the holders of shares of capital stock of Target Fund (the “Target Fund Shares”) according to their respective interests in Target Fund, in complete liquidation of Target Fund; and (iii) the dissolution of Target Fund as soon as is practicable after the closing (as defined in Section 3, hereinafter called the “Closing”), all upon and subject to the terms and conditions of the Plan hereinafter set forth.

AGREEMENT

In order to consummate the Plan of Reorganization and in consideration of the premises and of the covenants and agreements hereinafter set forth, and intending to be legally bound, the parties hereto covenant and agree as follows:

1. Sale and Transfer of Assets, Liquidation, and Dissolution of Target Fund.

Subject to the terms and conditions of the Plan, and in reliance on the representations and warranties of Acquiring Corporation, on behalf of Acquiring Fund, herein contained, and in consideration of the delivery by Acquiring Corporation of the number of Acquiring Fund Shares hereinafter provided, Target Corporation, on behalf of Target Fund, agrees that, at the time of Closing, it will convey, transfer, and deliver to Acquiring Corporation, for the benefit of Acquiring Fund, all of Target Fund’s then existing assets, free and clear of all liens, encumbrances, and claims whatsoever (other than shareholders’ rights of redemption), except for cash, bank deposits, or cash equivalent securities in an estimated amount necessary to: (i) pay the costs and expenses of carrying out the Plan (including, but not limited to, fees of counsel and accountants, and expenses of its liquidation and dissolution contemplated hereunder), in accordance with Section 9 of the Plan, which costs and expenses shall be established on Target Fund’s books as liability reserves; (ii) discharge its unpaid liabilities on its books at the closing date (as defined in Section 3, hereinafter called the “Closing Date”), including, but not limited to, its income dividends and capital gains distributions, if any, payable for the period prior to, and through, the Closing Date; and (iii) pay such contingent liabilities as the Board of Directors of Target Corporation shall reasonably deem to exist against Target Fund, if any, at the Closing Date, for which contingent and other appropriate liability reserves shall be established on Target Fund’s books (hereinafter “Net Assets”). Neither Acquiring Corporation nor Acquiring Fund shall assume any liability of Target Fund or Target Corporation, and Target Fund shall use its reasonable best efforts to discharge all of its known liabilities, so far as may be possible, from the cash, bank deposits, and cash equivalent securities described above.

Subject to the terms and conditions of the Plan, and in reliance on the representations and warranties of Target Corporation, on behalf of Target Fund, herein contained, and in consideration of such sale, conveyance, transfer, and delivery, Acquiring Corporation agrees at the Closing to deliver to Target Corporation the number of Acquiring Fund Shares, determined by dividing the net asset value per share of Target Fund by the net asset

value per share of Acquiring Fund, and separately multiplying the result thereof by the number of outstanding shares of Target Fund as of 3:00 p.m., Central Time, on the Closing Date. Acquiring Fund Shares delivered to Target Corporation at the Closing shall have an aggregate net asset value equal to the value of Target Fund's Net Assets, all determined as provided in Section 2 of the Plan and as of the date and time specified herein.

Immediately following the Closing, Target Corporation shall dissolve Target Fund and distribute pro rata to Target Fund's shareholders of record, as of the close of business on the Closing Date, Acquiring Fund Shares received by Target Fund pursuant to this Section 1. Such dissolution and distribution shall be accomplished by the establishment of accounts on the share records of Acquiring Fund in the amounts due such shareholders based on their respective holdings as of the close of business on the Closing Date. Fractional Acquiring Fund Shares shall be carried to the third decimal place. As promptly as practicable after the Closing, each holder of any outstanding certificate or certificates representing shares of capital stock of Target Fund shall be entitled to surrender the same to the transfer agent for Acquiring Fund in exchange for the number of Acquiring Fund Shares into which Target Fund Shares theretofore represented by the certificate or certificates so surrendered shall have been converted. Certificates for Acquiring Fund Shares shall not be issued. Until so surrendered, each outstanding certificate, which prior to the Closing represented shares of capital stock of Target Fund, shall be deemed for all Acquiring Fund purposes to evidence ownership of the number of Acquiring Fund Shares into which Target Fund Shares (which prior to the Closing were represented thereby) have been converted.

At the Closing, each shareholder of record of Target Fund as of the record date (the "Distribution Record Date") with respect to any unpaid dividends and other distributions that were declared prior to the Closing, including any dividend or distribution declared pursuant to Section 8(e) hereof, shall have the right to receive such unpaid dividends and distributions with respect to the shares of Target Fund that such person had on the Distribution Record Date.

All books and records relating to Target Fund, including all books and records required to be maintained under the Investment Company Act of 1940, as amended (the "1940 Act"), and the rules and regulations thereunder, shall be available to Acquiring Corporation from and after the date of the Plan, and shall be turned over to Acquiring Corporation on or prior to the Closing.

2. Valuation.

The net asset value of Acquiring Fund Shares and Target Fund Shares and the value of Target Fund's Net Assets to be acquired by Acquiring Fund hereunder shall in each case be computed as of 3:00 p.m., Central Time, on the Closing Date, unless on such date: the New York Stock Exchange ("NYSE") is not open for unrestricted trading; or (b) the reporting of trading on the NYSE or elsewhere is disrupted; or (c) any other extraordinary financial event or market condition occurs (all such events described in (a), (b), or (c) are each referred to as a "Market Disruption"). The net asset value per share of Acquiring Fund Shares and Target Fund Shares and the value of Target Fund's Net Assets shall be computed in accordance with the valuation procedures set forth in the most recent respective prospectuses of Acquiring Fund and Target Fund or amendments thereto.

In the event of a Market Disruption on the proposed Closing Date, so that an accurate appraisal of the net asset value of Acquiring Fund Shares or Target Fund Shares or the value of Target Fund's Net Assets is impracticable, the Closing Date shall be postponed until the first business day when regular trading on the NYSE shall have been fully resumed and reporting shall have been restored and other trading markets are otherwise stabilized.

3. Closing and Closing Date.

The Closing Date shall be May 7, 2010 or such later date as the parties may mutually agree. The Closing shall take place at the principal office of Acquiring Corporation at 3:00 p.m., Central Time, on the Closing Date. Target Corporation, on behalf of Target Fund, shall have provided for delivery as of the Closing of those Net Assets of Target Fund to be transferred to the account of Acquiring Fund's custodian, PFPC Trust Company, 301 Bellevue Parkway, Wilmington, DE 19809. Also, Target Corporation, on behalf of Target Fund, shall deliver at

the Closing a list of names and addresses of the shareholders of record of Target Fund Shares and the number of full and fractional shares of capital stock owned by each such shareholder, indicating thereon which such shares are represented by outstanding certificates and which by book-entry accounts, all as of 4:00 p.m., Central Time, on the Closing Date, certified by its transfer agent or by its President to the best of its or his knowledge and belief. Acquiring Corporation, on behalf of Acquiring Fund, shall provide evidence satisfactory to Target Corporation that such Acquiring Fund Shares have been registered in an account on the books of Acquiring Fund, in such manner as the officers of Target Corporation, on behalf of Target Fund, may reasonably request.

4. *Representations and Warranties by Acquiring Corporation on behalf of Acquiring Fund.*

Acquiring Corporation, on behalf of Acquiring Fund, represents and warrants to Target Corporation that:

(a) Acquiring Fund is a series of Acquiring Corporation, a Maryland corporation organized on March 19, 1990. Acquiring Corporation is duly registered under the 1940 Act as an open-end, management investment company and all of Acquiring Fund Shares sold were sold pursuant to an effective registration statement filed under the Securities Act of 1933, as amended (the “1933 Act”), except for those shares sold pursuant to the private offering exemption for the purposes of raising initial capital or obtaining any required initial shareholder approvals.

(b) Acquiring Corporation is authorized to issue shares of capital stock, with a par value of one cent (\$0.01) per share of Acquiring Fund, each outstanding share of which is, and each share of which when issued pursuant to and in accordance with the Plan will be, fully paid, non-assessable, and has or will have full voting rights. Acquiring Corporation currently issues shares of fifty-nine (59) series, including Acquiring Fund. No shareholder of Acquiring Corporation shall have any preemptive or other right to subscribe for Acquiring Fund Shares.

(c) The financial statements appearing in Acquiring Fund’s Annual Report to Shareholders for the fiscal year ended October 31, 2009, audited by PricewaterhouseCoopers LLP, copies of which have been delivered to Target Corporation, and any interim unaudited financial statements, copies of which may be furnished to Target Corporation, fairly present the financial position of Acquiring Fund as of their respective dates and the results of Acquiring Fund’s operations for the periods indicated in conformity with Generally Accepted Accounting Principles applied on a consistent basis.

(d) The books and records of Acquiring Fund accurately summarize the accounting data represented and contain no material omissions with respect to the business and operations of Acquiring Fund.

(e) Acquiring Corporation, on behalf of Acquiring Fund, is not a party to or obligated under any provision of its Charter or Bylaws, or any contract or any other commitment or obligation, and is not subject to any order or decree that would be violated by its execution of or performance under the Plan, and no consent, approval, authorization, or order of any court or governmental authority is required for the consummation by Acquiring Fund or Acquiring Corporation of the transactions contemplated by the Plan, except for the registration of Acquiring Fund Shares under the 1933 Act, the 1940 Act, or as may otherwise be required under the federal and state securities laws or the rules and regulations thereunder.

(f) Acquiring Corporation has elected to treat Acquiring Fund as a regulated investment company (“RIC”) for federal income tax purposes under Part I of Subchapter M of the Internal Revenue Code of 1986, as amended (the “Code”). Acquiring Fund is a “fund,” as defined in Section 851(g)(2) of the Code, has qualified as a RIC for each taxable year since its inception, and intends to continue to qualify as a RIC as of the Closing Date, and consummation of the transactions contemplated by the Plan will not cause it to fail to be qualified as a RIC as of the Closing Date.

(g) Acquiring Fund is not under jurisdiction of a Court in a Title 11 or similar case within the meaning of Section 368(a)(3)(A) of the Code.

(h) Acquiring Fund does not have any unamortized or unpaid organizational fees or expenses.

(i) Acquiring Fund does not have any known liabilities, costs, or expenses of a material amount, contingent or otherwise, other than those incurred in the ordinary course of business as an investment company.

(j) There is no intercorporate indebtedness existing between Target Fund and Acquiring Fund that was issued, acquired, or will be settled at a discount.

(k) Acquiring Fund does not own, directly or indirectly, nor has it owned during the past five (5) years, directly or indirectly, any shares of Target Fund.

(l) Acquiring Corporation has no plan or intention to issue additional shares of Acquiring Fund following the Plan of Reorganization, except for shares issued in the ordinary course of Acquiring Fund's business as a series of an open-end investment company; nor does Acquiring Corporation have any plan or intention to redeem or otherwise reacquire any shares of Acquiring Fund issued pursuant to the Plan of Reorganization, either directly or through any transaction, agreement, or arrangement with any other person, other than in the ordinary course of its business or to the extent necessary to comply with its legal obligation under Section 22(e) of the 1940 Act.

(m) Acquiring Fund is in the same line of business as Target Fund before the Plan and did not enter into such line of business as part of the Plan. Acquiring Fund will actively continue Target Fund's business in substantially the same manner that Target Fund conducted that business immediately before the Plan of Reorganization and has no plan or intention to change such business. On the Closing Date, Acquiring Fund expects that at least 33 1/3% of Target Fund's portfolio assets will meet the investment objectives, strategies, policies, risks, and restrictions of Acquiring Fund. Acquiring Fund has no plan or intention to change any of its investment objectives, strategies, policies, risks, and restrictions after the Plan of Reorganization. Acquiring Fund has no plan or intention to sell or otherwise dispose of any of the former assets of Target Fund, except for dispositions made in the ordinary course of its business or dispositions necessary to maintain its qualification as a RIC, although in the ordinary course of its business, Acquiring Fund will continuously review its investment portfolio (as Target Fund did before the Closing) to determine whether to retain or dispose of particular securities, including those included among the former assets of Target Fund; provided, however, Acquiring Fund may cause the corresponding master fund for Target Fund and Acquiring Fund, The U.S. Large Company Series of The DFA Investment Trust Company, to completely liquidate for tax purposes, either coincident with the Closing of the Plan or thereafter at any time.

(n) The registration statement on Form N-14 referred to in Section 7(g) hereof (the "Registration Statement") and any prospectus or statement of additional information of Acquiring Fund contained or incorporated therein by reference, and any supplement or amendment to the Registration Statement or any such prospectus or statement of additional information, on the effective and clearance dates of the Registration Statement and on the Closing Date: (i) shall comply in all material respects with the provisions of the 1933 Act, the Securities Exchange Act of 1934, as amended (the "1934 Act"), the 1940 Act, the rules and regulations thereunder, and all applicable state securities laws and the rules and regulations thereunder; and (ii) shall not contain any untrue statement of a material fact, or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which the statements were made, not misleading.

5. Representations and Warranties by Target Corporation on behalf of Target Fund.

Target Corporation, on behalf of Target Fund, represents and warrants to Acquiring Corporation that:

(a) Target Fund is series of Target Corporation, a Maryland corporation organized on June 15, 1981. Target Corporation is duly registered under the 1940 Act as an open-end, management investment company and all of Target Fund Shares sold were sold pursuant to an effective registration statement filed under the 1933 Act, except for those shares sold pursuant to the private offering exemption for the purpose of raising the required initial capital or obtaining any required initial shareholder approvals.

(b) Target Corporation is authorized to issue shares of capital stock, with a par value of one cent (\$0.01) per share, of Target Fund, each outstanding share of which is fully paid, non-assessable, and has full voting

rights. Target Corporation issues shares of fourteen (14) series, including Target Fund. No shareholder of Target Corporation has or will have any option, warrant, or preemptive rights of subscription or purchase with respect to Target Fund Shares.

(c) The financial statements appearing in Target Fund's Annual Report to Shareholders for the fiscal year ended October 31, 2009, audited by PricewaterhouseCoopers LLP, copies of which have been delivered to Acquiring Corporation, and any interim financial statements for Target Fund that may be furnished to Acquiring Corporation, fairly present the financial position of Target Fund as of their respective dates and the results of Target Fund's operations for the periods indicated in conformity with Generally Accepted Accounting Principles applied on a consistent basis.

(d) Target Corporation, on behalf of Target Fund, is not a party to or obligated under any provision of its Charter or Bylaws, as amended, or any contract or any other commitment or obligation, and is not subject to any order or decree, that would be violated by its execution of or performance under the Plan. Target Fund has no material contracts or other commitments (other than the Plan or agreements for the purchase of securities entered into in the ordinary course of business and consistent with its obligations under the Plan) which will not be terminated by Target Fund in accordance with their terms at or prior to the Closing Date, or which will result in a penalty or additional fee to be due or payable by Target Fund.

(e) Target Corporation has elected to treat Target Fund as a RIC for federal income tax purposes under Part I of Subchapter M of the Code. Target Fund is a "fund," as defined in Section 851(g)(2) of the Code, has qualified as a RIC for each taxable year since its inception, and will qualify as a RIC as of the Closing Date, and consummation of the transactions contemplated by the Plan will not cause it to fail to be qualified as a RIC as of the Closing Date.

(f) Target Fund is not under jurisdiction of a Court in a Title 11 or similar case within the meaning of Section 368(a)(3)(A) of the Code.

(g) Target Fund does not have any unamortized or unpaid organization fees or expenses.

(h) Target Fund does not have any known liabilities, costs, or expenses of a material amount, contingent or otherwise, other than those reflected in the financial statements referred to in Section 5(c) hereof and those incurred in the ordinary course of business as an investment company and of a nature and amount similar to, and consistent with, those shown in such financial statements since the dates of those financial statements.

(i) Since October 31, 2009, there has not been any material adverse change in Target Fund's financial condition, assets, liabilities, or business other than changes occurring in the ordinary course of its business.

(j) No consent, approval, authorization, or order of any court or governmental authority is required for the consummation by Target Fund or Target Corporation of the transactions contemplated by the Plan, except as may otherwise be required under the federal or state securities laws or the rules and regulations thereunder.

(k) There is no intercorporate indebtedness existing between Target Fund and Acquiring Fund that was issued, acquired, or will be settled at a discount.

(l) During the five-year period ending on the Closing Date, (i) Target Fund has not acquired, and will not acquire, Target Fund Shares with consideration other than Acquiring Fund Shares or Target Fund Shares, except for redemptions in the ordinary course of Target Fund's business or to the extent necessary to comply with its legal obligation under Section 22(e) of the 1940 Act; and (ii) no distributions have been made with respect to Target Fund Shares (other than regular, normal dividend distributions made pursuant to Target Fund's historic dividend paying practice), either directly or through any transaction, agreement, or arrangement with any other person, except for distributions described in Sections 852 and 4982 of the Code.

(m) As of the Closing Date, Target Fund will not have outstanding any warrants, options, convertible securities, or any other type of rights pursuant to which any person could acquire shares of Target Fund, except for the right of investors to acquire its shares at the applicable stated offering price in the normal course of its business as an open-end management investment company operating under the 1940 Act.

(n) Throughout the five-year period ending on the Closing Date, Target Fund will have conducted its historic business within the meaning of Section 1.368-1(d) of the Income Tax Regulations under the Code. Target Fund did not enter into (or expand) a line of business as part of the Plan of Reorganization. Target Fund will not alter its investment portfolio in connection with the Plan of Reorganization.

(o) It has duly and timely filed, on behalf of the Target Fund, all Tax (as defined below) returns and reports (including information returns), which are required to be filed by the Target Fund, and all such returns and reports accurately state the amount of Tax owed for the periods covered by the returns, or, in the case of information returns, the amount and character of income required to be reported by the Target Fund. On behalf of the Target Fund, it has paid or made provision and properly accounted for all Taxes (as defined below) due or properly shown to be due on such returns and reports. The amounts set up as provisions for Taxes in the books and records of the Target Fund, as of the Closing Date will, to the extent required by generally accepted accounting principles, be sufficient for the payment of all Taxes of any kind, whether accrued, due, absolute, contingent or otherwise, which were or which may be payable by the Target Fund, for any periods or fiscal years prior to and including the Closing Date, including all Taxes imposed before or after the Closing Date that are attributable to any such period or fiscal year. To the best of Target Corporation's knowledge, no return filed by it, on behalf of the Target Fund, is currently being audited by the Internal Revenue Service or by any state or local taxing authority. As used in this Plan, "Tax" or "Taxes" means all federal, state, local and foreign (whether imposed by a country or political subdivision or authority thereunder) income, gross receipts, excise, sales, use, value added, employment, franchise, profits, property, ad valorem or other taxes, stamp taxes and duties, fees, assessments or charges, whether payable directly or by withholding, together with any interest and any penalties, additions to tax or additional amounts imposed by any taxing authority (foreign or domestic) with respect thereto. To its knowledge, there are no levies, liens, or encumbrances relating to Taxes existing, threatened, or pending with respect to the assets of the Target Fund. There are no known actual or proposed deficiency assessments with respect to any Taxes payable by the Target Corporation.

6. *Representations and Warranties by Target Corporation and Acquiring Corporation.*

Target Corporation, on behalf of Target Fund, and Acquiring Corporation, on behalf of Acquiring Fund, each represents and warrants to the other that:

(a) The statement of assets and liabilities to be furnished by it as of 3:00 p.m., Central Time, on the Closing Date for the purpose of determining the number of Acquiring Fund Shares to be issued pursuant to Section 1 of the Plan, will accurately reflect Target Fund's Net Assets and outstanding shares, as of such date, in conformity with generally accepted accounting principles applied on a consistent basis.

(b) At the Closing, it will have good and marketable title to all of the securities and other assets shown on the statement of assets and liabilities referred to in (a) above, free and clear of all liens or encumbrances of any nature whatsoever, except such imperfections of title or encumbrances as do not materially detract from the value or use of the assets subject thereto, or materially affect title thereto.

(c) Except as disclosed in its currently effective prospectus relating to Target Fund, in the case of Target Corporation, and Acquiring Fund, in the case of Acquiring Corporation, there is no material suit, judicial action, or legal or administrative proceeding pending or threatened against it. Neither Acquiring Corporation nor Target Corporation is a party to or subject to the provisions of any order, decree, or judgment of any court or governmental body that materially and adversely affects Acquiring Fund's or Target Fund's business or their ability to consummate the transactions herein contemplated.

(d) There are no known actual or proposed deficiency assessments with respect to any taxes payable by it.

(e) The execution, delivery, and performance of the Plan have been duly authorized by all necessary action of its Board of Directors, and the Plan constitutes a valid and binding obligation enforceable in accordance with its terms, subject as to enforcement to bankruptcy, insolvency, reorganization arrangement, moratorium, and other similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(f) It anticipates that consummation of the Plan will not cause either Target Fund, in the case of Target Corporation, or Acquiring Fund, in the case of Acquiring Corporation, to fail to conform to the requirements of Subchapter M of the Code for federal income taxation qualification as a RIC at the end their respective fiscal years.

7. *Covenants of Target Corporation and Acquiring Corporation.*

(a) Target Corporation, on behalf of Target Fund, and Acquiring Corporation, on behalf of Acquiring Fund, each covenants to operate its respective business as presently conducted between the date hereof and the Closing, it being understood that such ordinary course of business will include the distribution of customary dividends and distributions and any other distribution necessary or desirable to minimize federal income or excise taxes.

(b) Target Corporation, on behalf of Target Fund, undertakes that it will not acquire Acquiring Fund Shares for the purpose of making distributions thereof to anyone other than Target Fund's shareholders.

(c) Target Corporation, on behalf of Target Fund, undertakes that, if the Plan is consummated, it will liquidate and dissolve Target Fund.

(d) Target Corporation, on behalf of Target Fund, and Acquiring Corporation, on behalf of Acquiring Fund, each agree that, by the Closing, all of their federal and other Tax returns and reports required by law to be filed on or before such date shall have been filed, and all federal and other Taxes shown as due on said returns shall have either been paid or adequate liability reserves shall have been provided for the payment of such taxes, and to the best of their knowledge no such tax return is currently under audit and no tax deficiency or liability has been asserted with respect to such tax returns or reports by the Internal Revenue Service or any state or local tax authority.

(e) At the Closing, Target Corporation, on behalf of Target Fund, will provide Acquiring Fund with a copy of the shareholder ledger accounts, certified by Target Fund's transfer agent or its President to the best of its or his knowledge and belief, for all the shareholders of record of Target Fund Shares as of 3:00 p.m., Central Time, on the Closing Date who are to become shareholders of Acquiring Fund as a result of the transfer of assets that is the subject of the Plan.

(f) As of the Closing, the Board of Target Corporation shall have taken all actions reasonably necessary to obtain approval of the transactions contemplated herein. Target Corporation shall have mailed to each shareholder of record of Target Fund, in sufficient time to comply with requirements as to notice thereof, a combined Information Statement/Prospectus that complies in all material respects with the applicable provisions of the 1933 Act, Section 14(a) of the 1934 Act and Section 20(a) of the 1940 Act, and the rules and regulations thereunder.

(g) Acquiring Corporation has filed the Registration Statement with the SEC and used its best efforts to provide that the Registration Statement became effective as promptly as practicable. At the time it became effective, the Registration Statement: (i) complied in all material respects with the applicable provisions of the 1933 Act and the rules and regulations promulgated thereunder; and (ii) did not contain any untrue statement of material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. At the time the Registration Statement became effective and at the Closing Date, the prospectus and statement of additional information included in the Registration Statement did not and will not contain any untrue statement of a material fact, or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(h) Subject to the provisions of the Plan, Acquiring Corporation and Target Corporation each shall take, or cause to be taken, all action, and do or cause to be done, all things reasonably necessary, proper or advisable to consummate the transactions contemplated by the Plan.

(i) Target Corporation shall deliver to Acquiring Corporation at the Closing Date confirmation or other adequate evidence as to the tax costs and holding periods of the assets and property of Target Fund transferred to Acquiring Corporation in accordance with the terms of the Plan.

8. *Conditions Precedent to be Fulfilled by Target Corporation and Acquiring Corporation.*

The consummation of the Plan hereunder shall be subject to the following respective conditions:

(a) That: (i) all the representations and warranties of the other party contained herein shall be true and correct as of the Closing with the same effect as though made as of and at such date; (ii) the other party shall have performed all obligations required by the Plan to be performed by it prior to the Closing; and (iii) the other party shall have delivered to such party a certificate signed by the President and by the Secretary or equivalent officer to the foregoing effect.

(b) That each party shall have delivered to the other party a copy of the resolutions approving the Plan adopted and approved by the appropriate action of the Board of Directors certified by its Secretary or equivalent officer of each of the Corporations.

(c) That the SEC shall have declared effective the Registration Statement and not have issued an unfavorable management report under Section 25(b) of the 1940 Act or instituted or threatened to institute any proceeding seeking to enjoin consummation of the Plan under Section 25(c) of the 1940 Act. And further, no other legal, administrative, or other proceeding shall have been instituted or threatened that would materially affect the financial condition of either party or would prohibit the transactions contemplated hereby.

(d) That a distribution or distributions shall have been declared for Target Fund prior to the Closing Date that, together with all previous distributions, shall have the effect of distributing to its shareholders: (i) all of Target Fund's investment company taxable income (determined without regard to any deductions for dividends paid) for the taxable year ended October 31, 2009, and substantially all of such investment company taxable income for the short taxable year beginning on November 1, 2009 and ending on the Closing Date, and (ii) all of Target Fund's net capital gain recognized in its taxable year ended October 31, 2009 and substantially all of any such net capital gain recognized in such short taxable year (in each case after reduction for any capital loss carryover).

(e) That all required consents of other parties and all other consents, orders, and permits of federal, state, and local authorities (including those of the SEC and of state Blue Sky securities authorities, including any necessary "no-action" positions or exemptive orders from such federal and state authorities) to permit consummation of the transaction contemplated hereby shall have been obtained, except where failure to obtain any such consent, order, or permit would not involve a risk of material adverse effect on the assets and properties of Target Fund or Acquiring Fund.

(f) That there shall be delivered to Target Corporation, on behalf of Target Fund, and Acquiring Corporation, on behalf of Acquiring Fund, an opinion in form and substance satisfactory to them from the law firm of Stradley Ronon Stevens & Young, LLP, counsel to Acquiring Corporation and Target Corporation, to the effect that, provided the transaction contemplated hereby is carried out in accordance with the Plan, the laws of the State of Maryland, and based upon certificates of the officers of Target Corporation and Acquiring Corporation with regard to matters of fact:

(i) The acquisition by Acquiring Fund of substantially all the assets of Target Fund, as provided for herein, in exchange for Acquiring Fund Shares followed by the distribution by Target Fund to its shareholders of Acquiring Fund Shares in complete liquidation of Target Fund will qualify as a reorganization within the meaning of Section 368(a)(1) of the Code, and Target Fund and Acquiring Fund will each be a "party to the reorganization," within the meaning of Section 368(b) of the Code;

(ii) No gain or loss will be recognized by Target Fund upon the transfer of substantially all of its assets to Acquiring Fund in exchange solely for voting shares of Acquiring Fund (Sections 361(a) and 357(a) of the Code), except that Target Fund may be required to recognize gain or loss with respect to contracts described in Section 1256(b) of the Code or stock in a passive foreign investment company, as defined in Section 1297(a) of the Code;

(iii) Acquiring Fund will recognize no gain or loss upon the receipt of substantially all of the assets of Target Fund in exchange solely for voting shares of Acquiring Fund (Section 1032(a) of the Code);

- (iv) No gain or loss will be recognized by Target Fund upon the distribution of Acquiring Fund Shares to its shareholders in liquidation of Target Fund, in pursuance of the Plan (Section 361(c)(1) of the Code);
- (v) The basis of the assets of Target Fund received by Acquiring Fund will be the same as the basis of such assets to Target Fund immediately prior to the Plan of Reorganization (Section 362(b) of the Code);
- (vi) The holding period of the assets of Target Fund received by Acquiring Fund will include the period during which such assets were held by Target Fund (Section 1223(2) of the Code);
- (vii) No gain or loss will be recognized by the shareholders of Target Fund upon the exchange of their shares in Target Fund for voting shares of Acquiring Fund including fractional shares to which they may be entitled (Section 354(a) of the Code);
- (viii) The basis of Acquiring Fund Shares received by the shareholders of Target Fund shall be the same as the basis of Target Fund Shares exchanged therefor (Section 358(a)(1) of the Code);
- (ix) The holding period of Acquiring Fund Shares received by shareholders of Target Fund (including fractional shares to which they may be entitled) will include the holding period of Target Fund Shares surrendered in exchange therefor, provided that Target Fund Shares were held as a capital asset on the effective date of the exchange (Section 1223(1) of the Code); and
- (x) Acquiring Fund will succeed to and take into account as of the date of the transfer (as defined in Section 1.381(b)-1(b) of the regulations issued by the United States Treasury (“Treasury Regulations”)) the items of Target Fund described in Section 381(c) of the Code, subject to the conditions and limitations specified in Sections 381, 382, 383 and 384 of the Code and the Treasury Regulations.

(g) That there shall be delivered to Acquiring Corporation, on behalf of Acquiring Fund, an opinion in form and substance satisfactory to it from Stradley Ronon Stevens & Young, LLP, counsel to Target Corporation, on behalf of Target Fund, to the effect that, subject in all respects to the effects of bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws now or hereafter affecting generally the enforcement of creditors’ rights:

- (i) Target Fund is a series of Target Corporation and that Target Corporation is a validly existing corporation in good standing under the laws of the State of Maryland;
- (ii) Target Corporation is an open-end investment company of the management type registered as such under the 1940 Act;
- (iii) The execution and delivery of the Plan and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Target Corporation on behalf of Target Fund; and
- (iv) The Plan is the legal, valid, and binding obligation of Target Corporation, on behalf of Target Fund, and is enforceable against Target Corporation, on behalf of Target Fund, in accordance with its terms.

(h) In giving the opinions set forth above, this counsel may state that it is relying on certificates of the officers of Target Corporation with regard to matters of fact, and certain certifications and written statements of governmental officials with respect to the good standing of Target Corporation.

(i) That there shall be delivered to Target Corporation, on behalf of Target Fund, an opinion in form and substance satisfactory to it from the law firm of Stradley, Ronon, Stevens & Young, LLP, counsel to Acquiring Corporation, on behalf of Acquiring Fund, to the effect that, subject in all respects to the effects of bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other laws now or hereafter affecting generally the enforcement of creditors’ rights:

- (i) Acquiring Fund is a series of Acquiring Corporation and Acquiring Corporation is a validly existing corporation in good standing under the laws of the State of Maryland;
- (ii) Acquiring Corporation is authorized to issue shares of capital stock, with a par value of one cent (\$0.01) per share, of Acquiring Fund;

- (iii) Acquiring Corporation is an open-end investment company of the management type registered as such under the 1940 Act;
- (iv) Acquiring Fund Shares to be issued pursuant to the terms of the Plan have been duly authorized and, when issued and delivered as provided in the Plan and the Registration Statement, will have been validly issued and fully paid and will be non-assessable by Acquiring Corporation, on behalf of Acquiring Fund;
- (v) The execution and delivery of the Plan and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Acquiring Corporation, on behalf of Acquiring Fund;
- (vi) The Plan is the legal, valid and binding obligation of Acquiring Corporation, on behalf of Acquiring Fund, and is enforceable against Acquiring Corporation, on behalf of Acquiring Fund, in accordance with its terms; and
- (vii) The registration statement of Acquiring Corporation, of which the prospectus dated February 28, 2010 of Acquiring Fund is a part (the "Prospectus"), is, at the time of the signing of the Plan, effective under the 1933 Act, and, to the best knowledge of such counsel, no stop order suspending the effectiveness of such registration statement has been issued, and no proceedings for such purpose have been instituted or are pending before or threatened by the SEC under the 1933 Act.

(j) In giving the opinions set forth above, this counsel may state that it is relying on certificates of the officers of Acquiring Corporation with regard to matters of fact, and certain certifications and written statements of governmental officials with respect to the good standing of Acquiring Corporation.

(k) That Acquiring Corporation's prospectus contained in the Registration Statement with respect to Acquiring Fund Shares delivered to Target Fund's shareholders in accordance with the Plan shall be effective, and no stop order suspending the effectiveness of the Registration Statement or any amendment or supplement thereto shall have been issued prior to the Closing Date or shall be in effect at Closing, and no proceedings for the issuance of such an order shall be pending or threatened on that date.

(l) That Acquiring Fund Shares to be delivered hereunder shall be eligible for sale with each state commission or agency with which such eligibility is required in order to permit Acquiring Fund Shares lawfully to be delivered to each holder of Target Fund Shares.

(m) That, at the Closing, there shall be transferred to Acquiring Corporation, on behalf of Acquiring Fund, aggregate Net Assets of Target Fund comprising at least 90% in fair market value of the total net assets and 70% of the fair market value of the total gross assets recorded on the books of Target Fund on the Closing Date.

(n) That there be delivered to Acquiring Corporation, on behalf of Acquiring Fund, information concerning the tax basis of Target Fund in all securities transferred to Acquiring Fund, together with shareholder information including: the names, addresses, and taxpayer identification numbers of the shareholders of Target Fund as of the Closing Date; the number of shares held by each shareholder; the dividend reinvestment elections applicable to each shareholder; and the backup withholding and nonresident alien withholding certifications, notices or records on file with Target Fund with respect to each shareholder.

9. Expenses.

The expenses of entering into and carrying out the provisions of the Plan shall be borne by Target Corporation, on behalf of Target Fund.

10. Final Tax Returns and Forms 1099 of Target Fund.

(a) After the Closing, Target Corporation shall or shall cause its agents to prepare any federal, state or local Tax returns, including any Forms 1099, required to be filed by Target Corporation with respect to Target Fund's final taxable year ending with its complete liquidation and for any prior periods or taxable years and shall further cause such Tax returns and Forms 1099 to be duly filed with the appropriate taxing authorities.

(b) Notwithstanding the provisions of Section 9 hereof, any expenses incurred by Target Corporation or Target Fund (other than for payment of Taxes) in connection with the preparation and filing of said Tax returns and Forms 1099 after the Closing, shall be borne by Target Fund to the extent such expenses have been or should have been accrued by Target Fund in the ordinary course without regard to the Plan contemplated by this Agreement; any excess expenses shall be borne by the Acquiring Fund, at the time such Tax returns and Forms 1099 are prepared.

11. Cooperation and Exchange of Information.

Each party will provide each other and their respective representatives with such cooperation, assistance and information as either of them reasonably may request of the other in filing any Tax returns, amended return or claim for refund, determining a liability for Taxes, or in determining the financial reporting of any tax position, or a right to a refund of Taxes or participating in or conducting any audit or other proceeding in respect of Taxes. Each party or their respective agents will retain for a period of six (6) years following the Closing all returns, schedules and work papers and all material records or other documents relating to Tax matters and financial reporting of tax positions of Target Fund and Acquiring Fund for its taxable period first ending after the Closing and for all prior taxable periods.

12. Termination; Postponement; Waiver; Order.

(a) Anything contained in the Plan to the contrary notwithstanding, the Plan may be terminated and the Plan of Reorganization abandoned at any time, prior to the Closing, or the Closing may be postponed as follows:

- (i) by mutual consent of Target Corporation, on behalf of Target Fund, and Acquiring Corporation, on behalf of Acquiring Fund;
- (ii) by Acquiring Corporation, on behalf of Acquiring Fund, if any condition of its obligations set forth in Section 8 has not been fulfilled or waived and it reasonably appears that such condition or obligation will not or cannot be met; or
- (iii) by Target Corporation, on behalf of Target Fund, if any conditions of its obligations set forth in Section 8 has not been fulfilled or waived and it reasonably appears that such condition or obligation will not or cannot be met.

(b) If the transactions contemplated by the Plan have not been consummated by February 28, 2011, the Plan shall automatically terminate on that date, unless a later date is agreed to by both Acquiring Corporation and Target Corporation.

(c) In the event of termination of the Plan prior to its consummation, pursuant to the provisions hereof, the Plan shall become void and have no further effect, and neither Target Corporation, Acquiring Corporation, Target Fund nor Acquiring Fund, nor their directors, officers, or agents or the shareholders of Target Fund or Acquiring Fund shall have any liability in respect of the Plan, but all expenses incidental to the preparation and carrying out of the Plan shall be paid as provided in Section 9 hereof.

(d) At any time prior to the Closing, any of the terms or conditions of the Plan may be waived by the party who is entitled to the benefit thereof if, in the judgment of such party, such action or waiver will not have a material adverse effect on the benefits intended under the Plan to its shareholders, on behalf of whom such action is taken.

(e) The respective representations and warranties contained in Sections 4 to 6 hereof shall expire with and be terminated by the Plan on the Closing Date, and neither Target Corporation nor Acquiring Corporation, nor any of their officers, directors, agents or shareholders shall have any liability with respect to such representations or warranties after the Closing Date.

(f) If any order or orders of the SEC with respect to the Plan shall be issued prior to the Closing and shall impose any terms or conditions that are determined by action of the Board of Directors of Target Corporation, on behalf of Target Fund, or the Board of Directors of Acquiring Corporation, on behalf of Acquiring Fund, to be acceptable, such terms and conditions shall be binding as if a part of the Plan.

13. *Liability of Acquiring Corporation and Target Corporation.*

(a) Each party acknowledges and agrees that all obligations of Acquiring Corporation under the Plan are binding only with respect to Acquiring Fund; that any liability of Acquiring Corporation under the Plan with respect to Acquiring Fund, or in connection with the transactions contemplated herein with respect to Acquiring Fund, shall be discharged only out of the assets of Acquiring Fund; that no other series of Acquiring Corporation shall be liable with respect to the Plan or in connection with the transactions contemplated herein; and that neither Target Corporation nor Target Fund shall seek satisfaction of any such obligation or liability from the shareholders of Acquiring Corporation, the directors, officers, employees or agents of Acquiring Corporation, or any of them.

(b) Each party acknowledges and agrees that all obligations of Target Corporation under the Plan are binding only with respect to Target Fund; that any liability of Target Corporation under the Plan with respect to Target Fund, or in connection with the transactions contemplated herein with respect to Target Fund, shall be discharged only out of the assets of Target Fund; that no other series of Target Corporation shall be liable with respect to the Plan or in connection with the transactions contemplated herein; and that neither Acquiring Corporation nor Acquiring Fund shall seek satisfaction of any such obligation or liability from the shareholders of Target Corporation, the directors, officers, employees or agents of Target Corporation, or any of them.

14. *Entire Agreement and Amendments.*

The Plan embodies the entire agreement between the parties and there are no agreements, understandings, restrictions, or warranties relating to the transactions contemplated by the Plan other than those set forth herein or herein provided for. The Plan may be amended only by mutual consent of the parties in writing. Neither the Plan nor any interest herein may be assigned without the prior written consent of the other party.

15. *Counterparts.*

The Plan may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts together shall constitute but one instrument.

16. *Notices.*

Any notice, report, or demand required or permitted by any provision of the Plan shall be in writing and shall be deemed to have been given if delivered or mailed, first class postage prepaid, addressed to U.S. Large Company Institutional Index Portfolio, at Dimensional Investment Group Inc. 6300 Bee Cave Road, Building One, Austin, Texas 78746, Attention: Secretary, and U.S. Large Company Portfolio, at DFA Investment Dimensions Group Inc., 6300 Bee Cave Road, Building One, Austin, Texas, 76746, Attention: Secretary, as the case may be.

17. *Governing Law.*

The Plan shall be governed by and carried out in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, Target Corporation, on behalf of Target Fund, and Acquiring Corporation, on behalf of Acquiring Fund, have each caused the Plan to be executed on its behalf by its duly authorized officers, all as of the date and year first-above written.

DIMENSIONAL INVESTMENT GROUP INC.,
on behalf of **U.S. LARGE COMPANY**
INSTITUTIONAL INDEX PORTFOLIO

By: _____
Name:
Title:

DFA INVESTMENT DIMENSIONS GROUP
INC., on behalf of U.S. LARGE COMPANY
PORTFOLIO

By: _____
Name:
Title:

PROSPECTUS

February 28, 2010

Please carefully read the important information it contains before investing.

DIMENSIONAL INVESTMENT GROUP INC.

Portfolio for long-term investors:

U.S. LARGE COMPANY INSTITUTIONAL INDEX PORTFOLIO

Ticker: DFUSX

*(effective May 8, 2010, following the Reorganization described inside, renamed
U.S. Large Company Portfolio)*

The Portfolio described in this Prospectus:

Is generally only available to institutional investors and clients of registered investment advisors.

Does not charge a sales commission or load.

The Securities and Exchange Commission has not approved or disapproved these securities or passed upon the adequacy of this Prospectus. Any representation to the contrary is a criminal offense.

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U.S. Large Company Institutional Index Portfolio

(effective May 8, 2010, renamed U.S. Large Company Portfolio)

INVESTMENT OBJECTIVE

The U.S. Large Company Institutional Index Portfolio (effective May 8, 2010, renamed U.S. Large Company Portfolio) (the “U.S. Large Company Portfolio”) seeks, as its investment objective, to approximate the total investment return of the S&P 500® Index. The U.S. Large Company Portfolio is a Feeder Portfolio and pursues its objective by investing substantially all of its assets in its corresponding Master Fund, The U.S. Large Company Series (the “U.S. Large Company Series”) of The DFA Investment Trust Company (the “Trust”), which has the same investment objective and policies as the Portfolio.

FEES AND EXPENSES OF THE PORTFOLIO

This table describes the fees and expenses you may pay if you buy and hold shares of the U.S. Large Company Portfolio.

Shareholder Fees (fees paid directly from your investment): None

Annual Fund Operating Expenses* (expenses that you pay each year as a percentage of the value of your investment)

Management Fee	0.075%
Other Expenses	0.055%
Total Annual Fund Operating Expenses	0.13%
Fee Waiver and/or Expense Reimbursement or (Recovery)** ..	0.03%
Total Annual Fund Operating Expenses After Fee Waiver and/or Expense Reimbursement or (Recovery)	0.10%

* The “Management Fee” includes an investment management fee payable by the U.S. Large Company Series and an administration fee payable by the U.S. Large Company Portfolio. The amounts set forth under “Other Expenses” and “Total Annual Fund Operating Expenses” reflect the direct expenses of the U.S. Large Company Portfolio and the indirect expenses of the Portfolio’s portion of the expenses of the U.S. Large Company Series.

** The Advisor has agreed to waive all or a portion of its administration fee in certain circumstances. The Fee Waiver and Expense Assumption Agreement for the U.S. Large Company Portfolio will remain in effect through March 1, 2011, and may not be terminated by the Advisor prior to that date.

Example

This Example is meant to help you compare the cost of investing in the U.S. Large Company Portfolio with the cost of investing in other mutual funds. The Example assumes that you invest \$10,000 in the Portfolio for the time periods indicated and then redeem all of your shares at the end of those periods. The Example also assumes that your investment has a 5% return each year and that the Portfolio’s operating expenses remain the same. The costs for the Portfolio reflect the net expenses of the Portfolio that result from the contractual expense waiver and assumption in the first year only. Although your actual costs may be higher or lower, based on these assumptions your costs would be:

<u>1 Year</u>	<u>3 Years</u>	<u>5 Years</u>	<u>10 Years</u>
\$10	\$39	\$70	\$163

The Example reflects the aggregate estimated annual operating expenses of the U.S. Large Company Portfolio and the Portfolio’s portion of the expenses of the U.S. Large Company Series.

Portfolio Turnover

The U.S. Large Company Series pays transaction costs, such as commissions, when it buys and sells securities (or “turns over” its portfolio). A higher portfolio turnover may indicate higher transaction costs and may result in higher taxes when Portfolio shares are held in a taxable account. These costs, which are not reflected in Annual Fund Operating Expenses or in the Example, affect the U.S. Large Company Portfolio’s performance. During the most recent fiscal year, the U.S. Large Company Series’ portfolio turnover rate was 10% of the average value of its investment portfolio.

PRINCIPAL INVESTMENT STRATEGIES

Dimensional Fund Advisors LP (the “Advisor”) believes that equity investing should involve a long-term view and a systematic focus on sources of expected returns, not on stock picking or market timing. In constructing an investment portfolio, the Advisor identifies a broadly diversified universe of eligible securities with precisely-defined risk and return characteristics. It then places priority on efficiently managing portfolio turnover and keeping trading costs low. The Advisor does not intend to purchase or sell securities for the investment portfolio based on prospects for the economy, the securities markets or the individual issuers whose shares are eligible for purchase.

The U.S. Large Company Portfolio invests substantially all of its assets in the U.S. Large Company Series, which generally invests in the stocks that comprise the S&P 500[®] Index in approximately the proportions they are represented in the S&P 500[®] Index. The S&P 500[®] Index is comprised of a broad and diverse group of stocks. Generally, these are the U.S. stocks with the largest market capitalizations and, as a group, they represent approximately 75% of the total market capitalization of all publicly traded U.S. stocks. For the U.S. Large Company Series, the Advisor considers the stocks that comprise the S&P 500[®] Index to be those of large companies. Under normal market conditions, at least 95% of the U.S. Large Company Series’ net assets will be invested in the stocks that comprise the S&P 500[®] Index. As a non-fundamental policy, under normal circumstances, the U.S. Large Company Series will invest at least 80% of its net assets in securities of large U.S. companies.

Ordinarily, portfolio securities will not be sold except to reflect additions or deletions of the stocks that comprise the S&P 500[®] Index, including as a result of mergers, reorganizations and similar transactions and, to the extent necessary, to provide cash to pay redemptions of the U.S. Large Company Series’ shares. Given the impact on prices of securities affected by the reconstitution of the S&P 500[®] Index around the time of a reconstitution date, the U.S. Large Company Series may purchase or sell securities that may be impacted by the reconstitution before or after the reconstitution date of the S&P 500[®] Index.

The U.S. Large Company Portfolio and the U.S. Large Company Series each may use derivatives, such as futures contracts and options on futures contracts for U.S. equity securities and indices, to gain market exposure on their uninvested cash pending investment in securities or to maintain liquidity to pay redemptions.

The U.S. Large Company Series may lend its portfolio securities to generate additional income.

About the S&P 500[®] Index: The Standard & Poor’s 500 Composite Stock Price Index[®] is market capitalization weighted (adjusted for free float). Its performance is usually cyclical because it reflects periods when stock prices generally rise or fall. For information concerning Standard & Poor’s Rating Group, a division of The McGraw Hill Companies (“S&P”), and disclaimers of S&P with respect to the U.S. Large Company Portfolio and the U.S. Large Company Series, see “**Standard & Poor’s-Information and Disclaimers.**”

PRINCIPAL RISKS

Market Risk: Even a long-term investment approach cannot guarantee a profit. Economic, political, and issuer-specific events will cause the value of securities, and the U.S. Large Company Series that owns them, and, in turn, the U.S. Large Company Portfolio itself, to rise or fall. Because the value of your investment in the Portfolio will fluctuate, there is the risk that you will lose money.

Derivatives: Derivatives are securities, such as futures contracts, whose value is derived from that of other securities or indices. The use of derivatives for non-hedging purposes may be considered more speculative than other types of investments. When the U.S. Large Company Series and the U.S. Large Company Portfolio use derivatives, the U.S. Large Company Portfolio will be directly exposed to the risks of that derivative. Derivative securities are subject to a number of risks including liquidity, interest rate, market, credit and management risks, and the risk of improper valuation. Changes in the value of the derivative may not correlate perfectly with the underlying asset, rate or index, and the Portfolio could lose more than the principal amount invested.

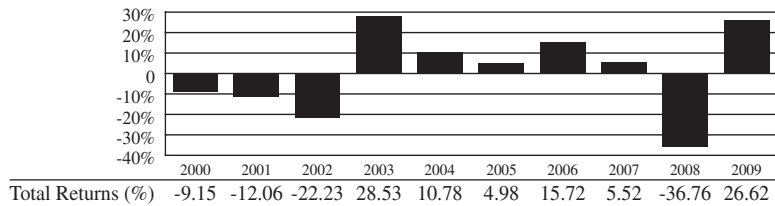
Securities Lending: Securities lending involves the risk that the borrower may fail to return the securities in a timely manner or at all. As a result, the U.S. Large Company Series may lose money and there may be a delay in recovering the loaned securities. The U.S. Large Company Series could also lose money if it does not recover the securities and/or the value of the collateral falls, including the value of investments made with cash collateral. Securities lending also may have certain potential adverse tax consequences.

PERFORMANCE

The bar chart and table immediately following illustrate the variability of the U.S. Large Company Portfolio's returns and are meant to provide some indication of the risks of investing in the Portfolio. The bar chart shows the changes in the Portfolio's performance from year to year. The table illustrates how annualized one year, five year and ten year returns, both before and after taxes, compare with those of a broad measure of market performance. The U.S. Large Company Portfolio's past performance (before and after taxes) is not an indication of future results. Updated performance information for the Portfolio can be obtained by visiting www.dimensional.com.

The after-tax returns presented in the table for the U.S. Large Company Portfolio are calculated using the historical highest individual federal marginal income tax rates and do not reflect the impact of state and local taxes. Actual after-tax returns depend on an investor's tax situation and may differ from those shown in the table. In addition, the after-tax returns shown are not relevant to investors who hold shares of the Portfolio through tax-deferred arrangements, such as 401(k) plans or individual retirement accounts. A negative pre-tax total return translates into a higher after-tax return because this calculation assumes that an investor received a tax deduction for the loss incurred on the sale.

U.S. Large Company Institutional Index Portfolio (effective May 8, 2010, renamed U.S. Large Company Portfolio)



January 2000-December 2009

Highest Quarter
15.93 (4/09-6/09)

Lowest Quarter
-21.78 (10/08-12/08)

Annualized Returns (%)	Periods ending December 31, 2009		
	One Year	Five Years	Ten Years
U.S. Large Company Institutional Index Portfolio			
Return Before Taxes	26.62%	0.52%	-0.96%
Return After Taxes on Distributions	26.09%	0.13%	-1.36%
Return After Taxes on Distributions and Sale of Portfolio Shares	17.66%	0.36%	-0.95%
S&P 500® Index⁽¹⁾	26.46%	0.42%	-0.95%

(reflects no deduction for fees, expenses, or taxes)

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INVESTMENT ADVISOR/PORTFOLIO MANAGEMENT

Dimensional Fund Advisors LP serves as the investment advisor for the U.S. Large Company Portfolio and the U.S. Large Company Series. Stephen A. Clark, Senior Portfolio Manager and Vice President of the Advisor, is responsible for coordinating the day to day management of the U.S. Large Company Portfolio and the U.S. Large Company Series and has been a portfolio manager since 2001.

PURCHASE AND REDEMPTION OF FUND SHARES

Investors may purchase or redeem shares of the U.S. Large Company Portfolio on any business day by first contacting the Advisor at (888) 576-1167 or (512) 306-7400 to notify the Advisor of the proposed investment or redemption. Shareholders that invest in the U.S. Large Company Portfolio through a financial intermediary should contact their financial intermediary regarding purchase and redemption procedures. The Portfolio generally is available for investment only by institutional clients, clients of registered investment advisors, clients of financial institutions and a limited number of certain other investors as approved from time to time by the Advisor. All investments are subject to approval of the Advisor.

TAX INFORMATION

The dividends and distributions you receive from the U.S. Large Company Portfolio are taxable and will generally be taxed as ordinary income, capital gains, or some combination of both, unless you are investing through a tax-deferred arrangement, such as a 401(k) plan or an individual retirement account.

ADDITIONAL INFORMATION ON INVESTMENT OBJECTIVE AND POLICIES

The investment company described in this Prospectus offers a variety of investment portfolios. Each of the investment company's Portfolios has its own investment objective and policies, and is the equivalent of a separate mutual fund. The Portfolio is designed for long-term investors.

U.S. Large Company Portfolio seeks, as its investment objective, to approximate the total investment return of the S&P 500[®] Index. The U.S. Large Company Portfolio is a "Feeder Portfolio," which is a portfolio that does not generally buy individual securities directly. Instead, it invests in a corresponding fund, or "Master Fund," that in turn purchases stocks and other securities. The U.S. Large Company Portfolio is a Feeder Portfolio and pursues its objective by investing substantially all of its assets in its corresponding Master Fund, The U.S. Large Company Series (the "U.S. Large Company Series") of The DFA Investment Trust Company (the "Trust"), which has the same investment objective and policies as the Portfolio. The U.S. Large Company Series intends to invest in all of the stocks that comprise the S&P 500[®] Index in approximately the proportions they are represented in the S&P 500[®] Index.

Ordinarily, portfolio securities will not be sold except to reflect additions or deletions of the stocks that comprise the S&P 500[®] Index, including as a result of mergers, reorganizations and similar transactions and, to the extent necessary, to provide cash to pay redemptions of the U.S. Large Company Series' shares.

The U.S. Large Company Series may invest in exchange-traded funds (ETFs) and similarly structured pooled investments for the purpose of gaining exposure to the U.S. stock market while maintaining liquidity. In addition to money market instruments and other short-term investments, the U.S. Large Company Series may invest in affiliated and unaffiliated registered and unregistered money market funds to manage cash pending investment in other securities or to maintain liquidity for the payment of redemptions or other purposes. Investments in money market funds may involve a duplication of certain fees and expenses.

Standard & Poor's—Information and Disclaimers

Neither the Portfolio nor the Master Fund is sponsored, endorsed, sold or promoted by Standard & Poor's Rating Group, a Division of The McGraw Hill Companies ("S&P"). S&P makes no representation or warranty, express or implied, to the owners of the Portfolio or the Master Fund or any member of the public regarding the advisability of investing in securities generally or in the Portfolio or the Master Fund particularly or the ability of the S&P 500[®] Index to track general stock market performance. S&P's only relationship to the Portfolio or the Master Fund is the licensing of certain trademarks and trade names of S&P and of the S&P 500[®] Index which is determined, composed and calculated by S&P without regard to the Portfolio or the Master Fund. S&P has no obligation to take the needs of the Portfolio, the Master Fund or their respective owners into consideration in determining, composing or calculating the S&P 500[®] Index. S&P is not responsible for and has not participated in the determination of the prices and amount of the Portfolio or the Master Fund or the issuance or sale of the Portfolio or the Master Fund or in the determination or calculation of the equation by which the Portfolio or the Master Fund is to be converted into cash. S&P has no obligation or liability in connection with the administration, marketing or trading of the Portfolio or the Master Fund.

S&P DOES NOT GUARANTEE THE ACCURACY AND/OR THE COMPLETENESS OF THE S&P 500[®] INDEX OR ANY DATA INCLUDED THEREIN AND S&P SHALL HAVE NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INTERRUPTIONS THEREIN. S&P MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY LICENSEE, OWNERS OF THE PRODUCT, OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE S&P 500[®] INDEX OR ANY DATA INCLUDED THEREIN. S&P MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE S&P 500[®] INDEX OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL S&P HAVE ANY LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

Portfolio Transactions

Securities will not be purchased or sold based on the prospects for the economy, the securities markets or the individual issuers whose shares are eligible for purchase. Securities which have depreciated in value since their acquisition will not be sold solely because prospects for the issuer are not considered attractive or due to an expected or realized decline in securities prices in general. Securities will not be sold to realize short-term profits, but when circumstances warrant, they may be sold without regard to the length of time held.

Securities, including those eligible for purchase, may be disposed of, however, at any time when, in the Advisor's judgment, circumstances warrant their sale, including but not limited to tender offers, mergers and similar transactions, or bids made for block purchases at opportune prices. Generally, securities will be purchased with the expectation that they will be held for longer than one year and will be held until such time as they are no longer considered an appropriate holding in light of the investment policy of the Portfolio and Master Fund.

Other Information

Commodity Pool Operator Exemption:

The Portfolio is operated by a person that has claimed an exclusion from the definition of the term "commodity pool operator" under the Commodity Exchange Act ("CEA"), and, therefore, such person is not subject to registration or regulation as a pool operator under the CEA.

Portfolio Reorganization

On December 18, 2009, the Board of Directors of the Fund, on behalf of the U.S. Large Company Institutional Index Portfolio, approved an Agreement and Plan of Reorganization (the "Plan of Reorganization"), under which the U.S. Large Company Portfolio (the "Large Company Portfolio"), a portfolio of DFA Investment Dimensions Group Inc., will be reorganized with and into the U.S. Large Company Institutional Index Portfolio (the "Reorganization").

The U.S. Large Company Institutional Index Portfolio and the Large Company Portfolio have identical investment objectives and fundamental investment restrictions, and each Portfolio invests substantially all of its assets in the U.S. Large Company Series.

Under the Plan of Reorganization, the Large Company Portfolio will transfer substantially all of its assets to the U.S. Large Company Institutional Index Portfolio, in exchange solely for shares of the U.S. Large Company Institutional Index Portfolio, which shares will be distributed to shareholders of the Large Company Portfolio according to the aggregate net asset value of their shares held in the Large Company Portfolio immediately prior to the Reorganization. Upon the completion of the Reorganization, the U.S. Large Company Institutional Index Portfolio will change its name to the "U.S. Large Company Portfolio."

It is currently expected that the Reorganization will be completed on or about May 7, 2010.

SECURITIES LOANS

The Master Fund is authorized to lend securities to qualified brokers, dealers, banks and other financial institutions for the purpose of earning additional income. While the Master Fund may earn additional income from lending securities, such activity is incidental to the Master Fund's investment objective. For information concerning the revenue from securities lending see "**SECURITIES LENDING REVENUE.**" The value of securities loaned may not exceed 33 1/3% of the value of the Master Fund's total assets, which includes the value of collateral received. To the extent that the Master Fund loans a portion of its assets, it will receive collateral consisting generally of cash or U.S. government securities, which will be maintained by marking to market daily

in an amount equal to at least (i) 100% of the current market value of the loaned securities with respect to securities of the U.S. government or its agencies, and (ii) 102% of the current market value of the loaned securities with respect to U.S. securities, and (iii) 105% of the current market value of the loaned securities with respect to foreign securities. Subject to its stated investment policies, the Master Fund will generally invest the cash collateral received for the loaned securities in The DFA Short Term Investment Fund (the “Money Market Series”), an affiliated registered money market fund advised by the Advisor for which the Advisor receives a management fee of 0.05% of the average daily net assets of the Money Market Series. The Master Fund may also invest such collateral received for the loaned securities in securities of the U.S. government or its agencies, repurchase agreements collateralized by securities of the U.S. government or its agencies and affiliated and unaffiliated registered and unregistered money market funds. For the purposes of this paragraph, agencies include both agency debentures and agency mortgage backed securities.

In addition, the Master Fund will be able to terminate the loan at any time and will receive reasonable compensation on the loan, as well as amounts equal to any dividends, interest or other distributions on the loaned securities. However, dividend income received from loaned securities may not be eligible to be taxed at qualified dividend income rates. See the SAI for a further discussion of the tax consequences related to securities lending. The Master Fund will be entitled to recall a loaned security in time to vote proxies or otherwise obtain rights to vote proxies of loaned securities if the Master Fund knows a material event will occur. In the event of the bankruptcy of the borrower, the Master Fund could experience delay in recovering the loaned securities or only recover cash or a security of equivalent value. The Portfolio is also authorized to lend its portfolio securities. However, as long as it holds only shares of the Master Fund, it will not do so. See “**PRINCIPAL RISKS—Securities Lending**” for a discussion of the risks related to securities lending.

SECURITIES LENDING REVENUE

For the fiscal year ended October 31, 2009, the Portfolio received the following net revenue from a securities lending program which constituted a percentage of the average daily net assets of the Portfolio (see “**SECURITIES LOANS**”):

	Net Revenue	Percentage of Net Assets
U.S. Large Company Portfolio*	\$830,000	0.12%

* A Feeder Portfolio whose corresponding Master Fund is taxed as a partnership. “Net Revenue” reflects the proportional share of the securities lending revenue generated by the Master Fund that was received by the Feeder Portfolio.

MANAGEMENT OF THE PORTFOLIO

The Advisor serves as investment advisor to the Portfolio and the Master Fund. Pursuant to an Investment Advisory Agreement with the Master Fund, the Advisor is responsible for the management of the Master Fund’s assets. Additionally, pursuant to an Investment Advisory Agreement with the Portfolio, the Advisor, for no additional compensation, manages the portion of the Portfolio’s assets that are retained by the Portfolio for cash management purposes and, at its discretion, may make a determination to withdraw the Portfolio’s investment from the Master Fund to invest in another Master Fund if the Advisor believes it is in the best interests of the Portfolio and its shareholders to do so. The Master Fund and Portfolio are each managed using a team approach. The investment team includes the Investment Committee of the Advisor, portfolio managers and trading personnel.

The Investment Committee is composed primarily of certain officers and directors of the Advisor who are appointed annually. As of the date of this Prospectus, the Investment Committee has seven members. Investment

strategies for the Master Fund are set by the Investment Committee, which meets on a regular basis and also as needed to consider investment issues. The Investment Committee also sets and reviews all investment related policies and procedures and approves any changes in regards to security types and brokers.

In accordance with the team approach used to manage the Master Fund and Portfolio, the portfolio managers and portfolio traders implement the policies and procedures established by the Investment Committee. The portfolio managers and portfolio traders also make daily investment decisions regarding the Master Fund including running buy and sell programs based on the parameters established by the Investment Committee. Stephen A. Clark is the portfolio manager that coordinates the efforts of all other portfolio managers with respect to the day-to-day management of the Master Fund and Portfolio.

Mr. Clark is a Senior Portfolio Manager and Vice President of the Advisor and chairman of the Investment Committee. Mr. Clark received his MBA from the University of Chicago and his BS from Bradley University. Mr. Clark joined the Advisor as a portfolio manager in 2001 and has been responsible for the portfolio management group since January 2006.

The Statement of Additional Information (“SAI”) provides information about the portfolio manager’s compensation, other accounts managed by the portfolio manager, and the portfolio manager’s ownership of Portfolio shares.

The Advisor provides the Master Fund with a trading department and selects brokers and dealers to effect securities transactions. Securities transactions are placed with a view to obtaining the best price and execution of such transactions. The Advisor’s address is 6300 Bee Cave Road, Building One, Austin, TX 78746.

A discussion regarding the basis for the Board of Trustees approving the investment management agreement with respect to the Master Fund is available in the semi-annual report for the Portfolio for the fiscal period ending April 30, 2009. The Advisor has been engaged in the business of providing investment management services since May 1981. The Advisor is currently organized as a Delaware limited partnership and is controlled and operated by its general partner, Dimensional Holdings Inc., a Delaware corporation. As of January 31, 2010, assets under management for all Dimensional affiliated advisors totaled approximately \$161 billion.

Dimensional Investment Group Inc. (the “Fund”) and the Trust each bear all of its own costs and expenses, including: services of its independent registered public accounting firm, legal counsel, brokerage commissions and transfer taxes in connection with the acquisition and disposition of portfolio securities, taxes, insurance premiums, costs incidental to meetings of its shareholders and directors or trustees, the cost of filing its registration statements under federal securities laws and the costs of any filings required under state securities laws, reports to shareholders, and transfer and dividend disbursing agency, administrative services and custodian fees. Expenses of the Fund or Trust allocable to the Portfolio or the Master Fund are so allocated and expenses which are not allocable to the Portfolio and the Master Fund are borne by the Portfolio and the Master Fund on the basis of their relative net assets.

Management Fees

The “**Annual Fund Operating Expenses**” table describes the fees incurred by the Portfolio for the services provided by the Advisor for the fiscal year ended October 31, 2009. The “**Management Fee**” listed in the table for the Portfolio provides the investment advisory fee that was payable by the Portfolio to the Advisor.

Fee Waiver and Expense Assumption Agreement

Pursuant to the Fee Waiver and Expense Assumption Agreement for the Portfolio, the Advisor has agreed to waive its administration fee to the extent necessary to reduce the Portfolio’s expenses to the extent that its total direct and indirect expenses (including the expenses the Portfolio bears as a shareholder of the Master Fund)

exceed 0.10% of its average daily net assets on an annualized basis. At any time that the total direct and indirect expenses of the Portfolio are less than 0.10% of its average daily net assets on an annualized basis, the Advisor retains the right to seek reimbursement for any fees previously waived to the extent that such reimbursement will not cause the Portfolio's total direct and indirect expenses to exceed 0.10% of its average net assets on an annualized basis. The Portfolio is not obligated to reimburse the Advisor for fees waived by the Advisor more than thirty-six months before the date of such reimbursement. The Fee Waiver and Expense Assumption Agreement will remain in effect through March 1, 2011, and shall continue in effect from year to year thereafter unless terminated by the Fund or the Advisor.

DIVIDENDS, CAPITAL GAINS DISTRIBUTIONS AND TAXES

Dividends and Distributions. The Portfolio intends to qualify each year as a regulated investment company under the Internal Revenue Code. As a regulated investment company, the Portfolio generally pays no federal income tax on the income and gains it distributes to you. Dividends from net investment income of the Portfolio are generally distributed quarterly (on a calendar basis) and any net realized capital gains (after any reductions for capital loss carryforwards) are distributed annually, typically in December. The Portfolio may distribute such income dividends and capital gains more frequently, if necessary, in order to reduce or eliminate federal excise or income taxes on the Portfolio.

Capital gains distributions may vary considerably from year to year as a result of the Portfolio's normal investment activities and cash flows. During a time of economic downturn, the Portfolio may experience capital losses and unrealized depreciation in value of investments, the effect of which may be to reduce or eliminate capital gains distributions for a period of time. Even though the Portfolio may experience a current year loss, it may nonetheless distribute prior year capital gains.

You will automatically receive all income dividends and capital gains distributions in additional shares of the Portfolio at net asset value (as of the business date following the dividend record date), unless, upon written notice to the Advisor and completion of account information, you select one of the options listed below:

Income Option—to receive income dividends in cash and capital gains distributions in additional shares at net asset value.

Capital Gains Option—to receive capital gains distributions in cash and income dividends in additional shares at net asset value.

Cash Option—to receive both income dividends and capital gains distributions in cash.

Annual Statements. Every January, you will receive a statement that shows the tax status of dividends and distributions you received the previous calendar year. Distributions declared in December to shareholders of record in such month, but paid in January, are taxable as if they were paid in December.

Avoid "Buying A Dividend." At the time you purchase your Portfolio shares, the Portfolio's net asset value may reflect undistributed income, undistributed capital gains, or net unrealized appreciation in value of portfolio securities held by the Portfolio. A subsequent distribution to you of such amounts, although constituting a return of your investment, would be taxable. This is sometimes referred to as "buying a dividend."

Tax Considerations. This discussion of "Tax Considerations" should be read in conjunction with the remaining subsections below containing additional information. Dividends and distributions paid to a qualified, tax-deferred retirement plan, such as a 401(k) plan, accumulate free of federal income taxes. In addition, the sale or redemption by a tax-deferred retirement plan of the Portfolio's shares will not be subject to federal income taxes. Also, unless otherwise indicated, the discussion below with respect to the Portfolio includes the Portfolio's pro rata share of its corresponding Master Fund's income.

In general, if you are a taxable investor, Portfolio distributions (other than exempt-interest dividends) are taxable to you as ordinary income, capital gains, or some combination of both. This is true whether you reinvest your distributions in additional Portfolio shares or receive them in cash.

For federal income tax purposes, Portfolio distributions of short-term capital gains are taxable to you as ordinary income. Portfolio distributions of long-term capital gains are taxable to you as long-term capital gains no matter how long you have owned your shares. A Portfolio with a high portfolio turnover rate (a measure of how frequently assets within a Portfolio are bought and sold) is more likely to generate short-term capital gains than a Portfolio with a low portfolio turnover rate. With respect to taxable years of the Portfolio beginning before January 1, 2011, unless such provision is extended or made permanent, a portion of income dividends designated by the Portfolio may be qualified dividend income eligible for taxation by individual shareholders at long-term capital gain rates provided certain holding period requirements are met.

The Board of Trustees of the Master Fund reserves the right to change the entity classification of the Master Fund for U.S. federal income tax purposes at any time, as may be permitted or required under the Code. For instance, the Board might cause the Master Fund that is classified as a partnership to elect to be classified as a corporation and taxable as a regulated investment company or disregarded entity (if it has one shareholder) or vice versa. Such a change in entity classification may be prompted by, among other things, changes in law, the investment strategy of the Master Fund, or the nature and number of shareholders of the Master Fund or other factors or events adversely affecting the ability of the Master Fund to comply with the Code. A change in entity classification of the Master Fund may be a taxable event, causing the Master Fund and shareholders of the Master Fund that are subject to tax to recognize a taxable gain or loss. Such a change in entity classification would also cause the shareholders of the Master Fund to be subject to a different taxation regime, which may adversely affect some shareholders depending upon their particular circumstances.

The sale of shares of the Portfolio is a taxable event and may result in a capital gain or loss to you. Capital gain or loss may be realized from an ordinary redemption of shares or an exchange of shares between two portfolios. Any loss incurred on the sale or exchange of the Portfolio's shares, held for six months or less, will be treated as a long-term capital loss to the extent of capital gain dividends received with respect to such shares.

By law, the Portfolio is required to withhold 28% of taxable dividends, capital gains distributions, and redemption proceeds paid to you if you do not provide your proper taxpayer identification number and certain required certifications. You may avoid this withholding requirement by providing and certifying on the account registration form your correct Taxpayer Identification Number and by certifying that you are not subject to backup withholding and are a U.S. person (including a U.S. resident alien). The Portfolio must also withhold if the IRS instructs it to do so.

In addition to federal taxes, you may be subject to state and local taxes on distributions from the Portfolio and on gains arising on redemption or exchange of the Portfolio's shares. Distributions of interest income and capital gains realized from certain types of U.S. government securities may be exempt from state personal income taxes.

Non-U.S. Investors. Non-U.S. investors may be subject to U.S. withholding tax at a 30% or lower treaty rate and are subject to special U.S. tax certification requirements to avoid backup withholding and claim any treaty benefits. Exemptions from U.S. withholding tax are provided for capital gain dividends paid by a Portfolio from long-term capital gains, if any, exempt-interest dividends, and, with respect to taxable years of the Portfolio that begin before January 1, 2010 (unless such sunset date is extended, possibly retroactively to January 1, 2010, or made permanent), interest-related dividends paid by the Portfolio from its qualified net interest income from U.S. sources and short-term capital gain dividends. However, notwithstanding such exemptions from U.S. withholding at the source, any such dividends and distributions of income and capital gains will be subject to backup withholding at a rate of 28% if you fail to properly certify that you are not a U.S. person. Non-U.S. investors also may be subject to U.S. estate tax.

This discussion of “Dividends, Capital Gains Distributions and Taxes” is not intended or written to be used as tax advice. Because everyone’s tax situation is unique, you should consult your tax professional about federal, state, local or foreign tax consequences before making an investment in the Portfolio. Prospective investors should also consult the statement of additional information.

PURCHASE OF SHARES

Investors may purchase shares of the Portfolio by first contacting the Advisor at (888) 576-1167 or (512) 306-7400 to notify the Advisor of the proposed investment. The Portfolio generally is available for investment only by institutional clients, clients of registered investment advisors, clients of financial institutions, and a limited number of certain other investors as approved from time to time by the Advisor (“Eligible Investors”). Eligible Investors include employees, former employees, shareholders and directors of the Advisor and the Fund and friends and family members of such persons. All investments are subject to approval of the Advisor, and all investors must complete and submit the necessary account registration forms in good order. The Funds reserve the right to reject any initial or additional investment and to suspend the offering of shares of the Portfolio.

“Good order” with respect to the purchase of shares means that (1) a fully completed and properly signed Account Registration Form and any additional supporting legal documentation required by the Advisor have been received in legible form, and (2) the Advisor has been notified of the purchase by telephone and, if the Advisor so requests, also in writing, no later than the close of regular trading on the NYSE (normally, 1:00 p.m. PST) on the day of the purchase. If an order to purchase shares must be canceled due to nonpayment, the purchaser will be responsible for any loss incurred by a Fund arising out of such cancellation. To recover any such loss, the Funds reserve the right to redeem shares owned by any purchaser whose order is canceled, and such purchaser may be prohibited or restricted in the manner of placing further orders.

Investors having an account with a bank that is a member or a correspondent of a member of the Federal Reserve System may purchase shares by first calling the Advisor at (888) 576-1167 or (512) 306-7400 to notify the Advisor of the proposed investment, then requesting the bank to transmit immediately available funds (Federal Funds) by wire to the custodian, for the account of Dimensional Investment Group Inc. (U.S. Large Company Institutional Index Portfolio). Additional investments also may be made through the wire procedure by first notifying the Advisor. Investors who wish to purchase shares by check should send their check to Dimensional Investment Group Inc., c/o PNC Global Investment Servicing, Attn: Mail Stop F4-F760-1A-J, 760 Moore Road, King of Prussia, PA 19406.

Shares also may be purchased and sold by individuals through securities firms that may charge a service fee or commission for such transactions. No such fee or commission is charged on shares that are purchased or redeemed directly from the Fund. Investors who are clients of investment advisory organizations may also be subject to investment advisory fees under their own arrangements with such organizations.

Purchases of shares will be made in full and fractional shares calculated to three decimal places. In the interest of economy and convenience, certificates for shares will not be issued.

In-Kind Purchases

If accepted by the Fund, shares of the Portfolio may be purchased in exchange for securities which are eligible for acquisition by the Master Fund or otherwise represented in its portfolio as described in this Prospectus or as otherwise consistent with the Funds’ policies and procedures. Securities accepted by the Fund for exchange and shares of the Portfolio to be issued in the exchange will be valued as set forth under “**VALUATION OF SHARES**” at the time of the next determination of net asset value after such acceptance. All dividends, interest, subscription, or other rights pertaining to such securities shall become the property of the Portfolio and must be delivered to the Fund by the investor upon receipt from the issuer.

The Fund will not accept securities in exchange for shares of the Portfolio unless: (1) such securities are, at the time of the exchange, eligible to be included, or otherwise represented, in the Master Fund and current market quotations are readily available for such securities; (2) the investor represents and agrees that all securities offered to be exchanged are not subject to any restrictions upon their sale by the Master Fund under the Securities Act of 1933 or otherwise; and (3) at the discretion of the Fund, the value of any such security (except U.S. government securities) being exchanged together with other securities of the same issuer owned by the Master Fund may not exceed 5% of the net assets of the Master Fund immediately after the transaction.

A gain or loss for federal income tax purposes will generally be realized by investors who are subject to federal taxation upon the exchange depending upon the cost of the securities exchanged. Investors interested in such exchanges should contact the Advisor.

POLICY REGARDING EXCESSIVE OR SHORT-TERM TRADING

The Portfolio is designed for long-term investors and is not intended for investors that engage in excessive short-term trading activity that may be harmful to the Portfolio, including but not limited to market timing. Short-term or excessive trading into and out of the Portfolio can disrupt portfolio management strategies, harm performance and increase Portfolio expenses for all shareholders, including long-term shareholders who do not generate these costs.

The Board of Directors of the Fund and Board of Trustees of the Trust (collectively, the “Board”) have adopted a policy (the “Trading Policy”) and the Advisor and DFA Securities LLC (collectively, “Dimensional”) and Dimensional’s agents have implemented the following procedures, which are designed to discourage and prevent market timing or excessive short-term trading in the Portfolio: (i) trade activity monitoring and purchase blocking procedures; and (ii) use of fair value pricing.

The Fund, Dimensional and their agents monitor trades and flows of money in and out of the Portfolio from time to time in an effort to detect excessive short-term trading activities, and for consistent enforcement of the Trading Policy. The Fund reserves the right to take the actions necessary to stop excessive or disruptive trading activities, including refusing or canceling purchase or exchange orders for any reason, without prior notice, particularly purchase or exchange orders that the Fund believes are made on behalf of market timers. The Fund, Dimensional and their agents reserve the right to restrict, refuse or cancel any purchase or exchange request made by an investor indefinitely if the Fund or Dimensional believe that any combination of trading activity in the accounts is potentially disruptive to the Portfolio or the Master Fund. In making such judgments, the Fund and Dimensional seek to act in a manner that is consistent with the interests of shareholders. For purposes of applying these procedures, Dimensional may consider an investor’s trading history in the Portfolio, and accounts under common ownership, influence or control.

In addition to the Fund’s general ability to restrict potentially disruptive trading activity as described above, the Fund also has adopted purchase blocking procedures. Under the Fund’s purchase blocking procedures, where an investor has engaged in any two purchases and two redemptions (including redemptions that are part of an exchange transaction) in the Portfolio in any rolling 30 calendar day monitoring period (i.e., two “round trips”), the Fund and Dimensional intend to block the investor from making any additional purchases in the Portfolio for 90 calendar days (a “purchase block”). If implemented, a purchase block will begin at some point after the transaction that caused the investor to have engaged in the prohibited two round-trips is detected by the Fund, Dimensional, or their agents. The Fund and Dimensional are permitted to implement a longer purchase block, or permanently bar future purchases by an investor, if they determine that it is appropriate.

Under the Fund’s purchase blocking procedures, the following purchases and redemptions will not trigger a purchase block: (i) purchases and redemptions of shares having a value in each transaction of less than \$5,000; (ii) purchases and redemptions by U.S. registered investment companies that operate as fund of funds and

non-U.S. investment companies that operate as fund of funds that the Funds or Dimensional, in their sole discretion, have determined are not designed and/or are not serving as vehicles for excessive short-term or other disruptive trading (in each case, the fund of funds shall agree to be subject to monitoring by Dimensional); (iii) purchases and redemptions by a feeder portfolio of a master fund's shares; (iv) systematic or automated transactions where the shareholder, financial advisor or investment fiduciary does not exercise direct control over the investment decision; (v) retirement plan contributions, loans, loan repayments and distributions (including hardship withdrawals) identified as such in the retirement plan recordkeeper's system; (vi) purchase transactions involving transfers of assets, rollovers, Roth IRA conversions and IRA recharacterizations; (vii) purchases of shares with Portfolio dividends or capital gain distributions; (viii) transfers and reregistrations of shares within the Portfolio; and (ix) transactions by 529 Plans. Notwithstanding the Fund's purchase blocking procedures, all transactions in Portfolio shares are subject to the right of the Fund and Dimensional to restrict potentially disruptive trading activity (including purchases and redemptions described above that will not be subject to the purchase blocking procedures).

In addition, the purchase blocking procedures will not apply to a redemption transaction in which the Portfolio distributes portfolio securities to a shareholder in-kind, where the redemption will not disrupt the efficient portfolio management of the Portfolio/Master Fund and the redemption is consistent with the interests of the remaining shareholders of the Portfolio/Master Fund.

The Fund, Dimensional or their designees will have the ability, pursuant to Rule 22c-2 under the Investment Company Act of 1940 (the "1940 Act"), to request information from financial intermediaries, such as 401(k) plan administrators, trust companies and broker dealers (together, "Intermediaries"), concerning trades placed in omnibus and other multi-investor accounts (together, "Omnibus Accounts"), in order to attempt to monitor trades that are placed by the underlying shareholders of these Omnibus Accounts. The Fund, Dimensional and their designees will use the information obtained from the Intermediaries to monitor trading in the Portfolio and to attempt to identify shareholders in Omnibus Accounts engaged in trading that is inconsistent with the Trading Policy or otherwise not in the best interests of the Portfolio. The Fund, Dimensional or their designees, when they detect trading patterns in shares of the Portfolio that may constitute short-term or excessive trading, will provide written instructions to the Intermediary to restrict or prohibit further purchases or exchanges of shares of the Portfolio by a shareholder that has been identified as having engaged in excessive or short-term transactions in the Portfolio's shares (directly or indirectly through the Intermediary's account) that violate the Trading Policy.

The ability of the Fund and Dimensional to impose these limitations, including the purchase blocking procedures, on investors investing through Intermediaries is dependent on the receipt of information necessary to identify transactions by the underlying investors and the Intermediary's cooperation in implementing the Trading Policy. Investors seeking to engage in excessive short-term trading practices may deploy a variety of strategies to avoid detection, and despite the efforts of the Fund and Dimensional to prevent excessive short-term trading, there is no assurance that the Fund, Dimensional or their agents will be able to identify those shareholders or curtail their trading practices. The ability of the Fund, Dimensional and their agents to detect and limit excessive short-term trading also may be restricted by operational systems and technological limitations.

The purchasing blocking procedures of the Trading Policy may not apply to redemptions by shareholders whose shares are held on the books of Intermediaries if the Intermediaries have not adopted procedures to implement this Policy. The Fund and Dimensional will work with Intermediaries to develop such policies to institute the purchase blocking procedures or other procedures that the Fund and Dimensional determine are reasonably designed to achieve the objective of this Trading Policy. At the time the Intermediaries adopt these procedures, shareholders whose accounts are on the books of such Intermediaries will be subject to the Trading Policy's purchase blocking procedures or another frequent trading policy that achieves the objective of the purchase blocking procedures. Investors that invest in the Portfolio through an Intermediary should contact the Intermediary for information concerning the policies and procedures that apply to the investor.

As of the date of this Prospectus, the ability of the Fund and Dimensional to apply the purchase blocking procedures on purchases by all investors and the ability of the Fund and Dimensional to monitor trades through

Omnibus Accounts maintained by Intermediaries may be restricted due to systems limitations of both the Fund’s service providers and the Intermediaries. The Fund expects that the application of the Trading Policy as described above, including the purchase blocking procedures (subject to the limitations described above), will be able to be implemented by Intermediaries in compliance with Rule 22c-2 under the 1940 Act.

In addition to monitoring trade activity, the Board has adopted fair value pricing procedures that govern the pricing of the securities of the Master Fund. These procedures are designed to help ensure that the prices at which Portfolio shares are purchased and redeemed are fair, and do not result in dilution of shareholder interests or other harm to shareholders. See the discussion under “**VALUATION OF SHARES—Net Asset Value**” for additional details regarding fair value pricing of the Portfolio’s securities.

Although the procedures are designed to discourage excessive short-term trading, none of the procedures individually nor all of the procedures taken together can completely eliminate the possibility that excessive short-term trading activity in the Portfolio may occur. The Portfolio and Master Fund do not knowingly accommodate excessive or disruptive trading activities, including market timing.

VALUATION OF SHARES

Net Asset Value

The net asset values per share of the Portfolio and Master Fund are generally calculated on days that the NYSE is open for trading. The net asset values per share of the Portfolio and the Master Fund are calculated after the close of the NYSE (normally, 1:00 p.m. PT) by dividing the total value of their respective investments and other assets, less any liabilities, by the total outstanding shares of the stock of the Portfolio and the Master Fund, respectively. The net asset values will not be calculated on days the NYSE is closed, including national holidays. *Note:* The time at which transactions and shares are priced may be changed in case of an emergency or if the NYSE closes at a time other than 1:00 p.m. PT.

The value of the Portfolio’s shares will fluctuate in relation to the investment experience of the Master Fund. Securities (including over-the-counter securities) held by the Master Fund are valued at the last quoted sale price of the day. Securities held by the Master Fund that are listed on Nasdaq are valued at the Nasdaq Official Closing Price (“NOCP”). If there is no last reported sale price or NOCP of the day, the Master Fund values the securities at the mean of the most recent quoted bid and asked prices. Price information on listed securities is taken from the exchange where the security is primarily traded. The value of the securities and other assets of the Master Fund for which no market quotations are readily available (including restricted securities), or for which market quotations have become unreliable, are determined in good faith at fair value in accordance with procedures adopted by the Board of Trustees of the Trust. Fair value pricing may also be used if events that have a significant effect on the value of an investment (as determined in the discretion of the Investment Committee of the Advisor) occur before the net asset value is calculated. When fair value pricing is used, the prices of securities used by the Master Fund may differ from the quoted or published prices for the same securities on their primary markets or exchanges.

Valuing securities at fair value involves greater reliance on judgment than valuing securities that have readily available market quotations. There can be no assurance that the Master Fund could obtain the fair value assigned to a security if it were to sell the security at approximately the time at which the Master Fund determines its net asset value per share. As a result, the sale or redemption by the Portfolio or the Master Fund of shares at net asset value, at a time when a holding or holdings are valued at fair value, may have the effect of diluting or increasing the economic interest of existing shareholders.

Public Offering Price

Provided that the Advisor or transfer agent has received the investor’s Account Registration form in good order and the custodian has received the investor’s payment, shares of the Portfolio will be priced at the public

offering price, which is the net asset value of the shares next determined after receipt of the investor's funds by the custodian. "Good order" with respect to the purchase of shares means that (1) a fully completed and properly signed Account Registration form and any additional supporting legal documentation required by the Advisor have been received in legible form and (2) the Advisor has been notified of the purchase by telephone and, if the Advisor so requests, also in writing, no later than the close of regular trading on the NYSE (normally, 1:00 p.m. PT) on the day of the purchase. The transfer agent or the Fund may, from time to time, appoint sub-transfer agents or various financial intermediaries ("Intermediaries") for the receipt of purchase orders, redemption orders and funds from certain investors. Intermediaries, in turn, are authorized to designate other financial intermediaries ("Sub-designees") to receive purchase and redemption orders for the Portfolio's shares from investors. With respect to such investors, the shares of the Portfolio will be priced at the public offering price calculated after receipt of the purchase order by the Intermediary or Sub-designee, as applicable, that is authorized to receive purchase orders. If the investor buys shares through an Intermediary or a Sub-designee, the purchase price will be the public offering price next calculated after the Intermediary or Sub-designee, as applicable, receives the order, rather than on the day the custodian receives the investor's payment (provided that the Intermediary or Sub-designee, as applicable, has received the investor's purchase order in good order, and the investor has complied with the Intermediary's or Sub-designee's payment procedures). If an order to purchase shares must be canceled due to non-payment, the purchaser will be responsible for any loss incurred by the Fund arising out of such cancellation. The Fund reserves the right to redeem shares owned by any purchaser whose order is canceled to recover any resulting loss to the Fund and may prohibit or restrict the manner in which such purchaser may place further orders.

EXCHANGE OF SHARES

Investors may exchange shares of the Portfolio for those of another portfolio in the Fund or a portfolio of DFA Investment Dimensions Group Inc. ("DFAIDG"), an open-end, management investment company. Investors should first contact the Advisor at (888) 576-1167 or (512) 306-7400 to notify the Advisor of the proposed exchange and then send a letter of instruction. Letters of instruction regarding exchanges of shares may be mailed to:

Dimensional Investment Group Inc.
Attn: Client Operations
6300 Bee Cave Road, Building One
Austin, TX 78746

The minimum amount for an exchange into a portfolio of DFAIDG is \$100,000. Exchanges are accepted only into those portfolios of DFAIDG that are eligible for the exchange privilege of DFAIDG. Investors may contact the Advisor at the above-listed phone number for a list of those portfolios of DFAIDG that accept exchanges.

The exchange privilege is not intended to afford shareholders a way to speculate on short-term movements in the markets. Accordingly, in order to prevent excessive use of the exchange privilege that may potentially disrupt the management of the Portfolio or otherwise adversely affect the Fund or DFAIDG, any proposed exchange will be subject to the approval of the Advisor. Such approval will depend on: (i) the size of the proposed exchange; (ii) the prior number of exchanges by that shareholder; (iii) the nature of the underlying securities and the cash position of the Portfolio and of the portfolio of the Fund or DFAIDG involved in the proposed exchange; (iv) the transaction costs involved in processing the exchange; and (v) the total number of redemptions by exchange already made out of the Portfolio. Excessive use of the exchange privilege is defined as any pattern of exchanges among portfolios by an investor that evidences market timing.

The redemption and purchase prices of shares redeemed and purchased by exchange, respectively are the net asset values next determined after the Advisor has received a letter of instruction in good order. "Good order"

means a completed letter of instruction specifying the dollar amount to be exchanged, signed by all registered owners (or representatives thereof) of the shares; and if a Fund does not have on file the authorized signatures for the account, proof of authority. Exchanges will be accepted only if stock certificates have not been issued and the shares of the Portfolio being acquired are registered in the investor's state of residence.

There is no fee imposed on an exchange. However, the Fund reserves the right to impose an administrative fee in order to cover the costs incurred in processing an exchange. Any such fee will be disclosed in the Prospectus. An exchange is treated as a redemption and a purchase. Therefore, an investor could realize a taxable gain or a loss on the transaction. The Fund reserves the right to revise or terminate the exchange privilege, waive the minimum amount requirement, limit the amount of or reject any exchange, as deemed necessary, at any time.

REDEMPTION OF SHARES

Redemption Procedure

Investors who desire to redeem shares of the Portfolio must first contact the Advisor at (888) 576-1167 or (512) 306-7400. The Portfolio will redeem shares at the net asset value of such shares next determined after receipt of a written request for redemption in good order by the Portfolio's transfer agent (or to an Intermediary or a Sub-designee, if applicable). "Good order" means that the request to redeem shares must include all necessary documentation, to be received in writing by the Advisor no later than the close of regular trading on the NYSE (normally, 1:00 p.m. PT), including but not limited to: the stock certificate(s), if issued; a letter of instruction or a stock assignment specifying the number of shares or dollar amount to be redeemed, signed by all registered owners (or authorized representatives thereof) of the shares; if the Fund does not have on file the authorized signatures for the account, proof of authority.

Redeeming shareholders who have authorized redemption payment by wire on an authorization form filed with the Fund, may request that redemption proceeds be paid in federal funds wired to the bank they have designated on the authorization form. If the proceeds are wired to the shareholder's account at a bank which is not a member of the Federal Reserve System, there could be a delay in crediting the funds to the shareholder's bank account. The Fund reserves the right at any time to suspend or terminate the redemption by wire procedure after notification to shareholders. No charge is made by the Fund for redemptions. The redemption of all shares in an account will result in the account being closed. A new Account Registration Form will be required for further investments. (See "**PURCHASE OF SHARES.**")

Although the redemption payments will ordinarily be made within seven days after receipt, payment to investors redeeming shares which were purchased by check will not be made until the Fund can verify that the payments for the purchase have been, or will be, collected, which may take up to ten days or more. Investors may avoid this delay by submitting a certified check along with the purchase order.

Redemption of Small Accounts

The Fund reserves the right to redeem an account if the value of the shares in the account is \$500 or less because of redemptions. Before the Fund involuntarily redeems shares from such an account and sends the proceeds to the stockholder, the Fund will give written notice of the redemption to the stockholder at least sixty days before the redemption date. The stockholder will then have sixty days from the date of the notice to make an additional investment in the Portfolio in order to bring the value of the shares in the account to more than \$500 and avoid such involuntary redemption. The redemption price to be paid to a stockholder for shares redeemed by the Fund under this right will be the aggregate net asset value of the shares in the account at the close of business on the redemption date. This right to redeem small accounts applies to accounts established with the Fund's transfer agent.

In-Kind Redemptions

When in the best interests of the Portfolio, the Portfolio may make a redemption payment, in whole or in part, by a distribution of portfolio securities that the Portfolio receives from the Master Fund in lieu of cash. Such distributions will be made in accordance with the federal securities laws and regulations governing mutual funds. Investors may incur brokerage charges and other transaction costs selling securities that were received in payment of redemptions.

THE FEEDER PORTFOLIO

The Master-Feeder structure is relatively complex. While this structure is designed to reduce costs, it may not do so. As a result, a Portfolio might encounter operational or other complications. Other institutional investors, including other mutual funds, may invest in the Master Fund. Accordingly, the expenses of such other funds and, correspondingly, their returns may differ from those of the Portfolio. Please contact The DFA Investment Trust Company at 6300 Bee Cave Road, Building One, Austin, TX 78746, (512) 306-7400 for information about the availability of investing in the Master Fund other than through the Portfolio.

The aggregate amount of expenses for the Portfolio and the Master Fund may be greater than it would be if the Portfolio were to invest directly in the securities held by the Master Fund. However, the total expense ratios for the Portfolio and the Master Fund are expected to be less over time than such ratios would be if the Portfolio were to invest directly in the underlying securities. This arrangement enables various institutional investors, including the Portfolio, to pool their assets, which may be expected to result in economies by spreading certain fixed costs over a larger asset base. Each shareholder in the Master Fund, including the Portfolio, will pay its proportionate share of the expenses of the Master Fund.

The shares of the Master Fund will be offered to institutional investors for the purpose of increasing the funds available for investment, to reduce expenses as a percentage of total assets and to achieve other economies that might be available at higher asset levels. Investment in the Master Fund by other institutional investors offers potential benefits to the Master Fund and, through its investment in the Master Fund, the Feeder Portfolio also. However, such economies and expense reductions might not be achieved, and additional investment opportunities, such as increased diversification, might not be available if other institutions do not invest in the Master Fund. Also, if an institutional investor were to redeem its interest in the Master Fund, the remaining investors in the Master Fund could experience higher pro rata operating expenses, thereby producing lower returns, and the Master Fund's security holdings may become less diverse, resulting in increased risk. Institutional investors that have a greater pro rata ownership interest in the Master Fund than the Portfolio could have effective voting control over the operation of the Master Fund.

If the Board of Directors of the Fund determines that it is in the best interest of the Portfolio, it may withdraw its investment in the Master Fund at any time. Upon any such withdrawal, the Board would consider what action the Portfolio might take, including either seeking to invest its assets in another registered investment company with the same investment objective as the Portfolio, which might not be possible, or retaining an investment advisor to manage the Portfolio's assets in accordance with its own investment objective, possibly at increased cost. Shareholders of the Portfolio will receive written notice thirty days before the effective date of any changes in the investment objective of the Master Fund. A withdrawal by the Portfolio of its investment in the Master Fund could result in a distribution in kind of portfolio securities (as opposed to a cash distribution) to the Portfolio. Should such a distribution occur, the Portfolio could incur brokerage fees or other transaction costs in converting such securities to cash in order to pay redemptions. In addition, a distribution in kind to a Portfolio could result in a less diversified portfolio of investments and could affect adversely the liquidity of the Portfolio. Moreover, a distribution in kind by the Master Fund to the Portfolio may constitute a taxable exchange for federal income tax purposes resulting in gain or loss to the Portfolio. Any net capital gains so realized will be distributed to the Portfolio's shareholders as described in **"DIVIDENDS, CAPITAL GAINS DISTRIBUTIONS AND TAXES."**

DISCLOSURE OF PORTFOLIO HOLDINGS

The Portfolio and Master Fund generally will disclose up to 25 of the Master Fund's largest portfolio holdings (other than cash and cash equivalents) and the percentages that each of these largest portfolio holdings represent of the total assets of the Master Fund, as of the most recent month-end, online at the Advisor's public website, <http://www.dimensional.com>, within 20 days after the end of each month. The Portfolio and Master Fund also generally will disclose the Master Fund's complete portfolio holdings (other than cash and cash equivalents), as of month-end, online at the Advisor's public website, two months following the month-end or more frequently and at different periods when authorized in accordance with the Portfolio's and Master Fund's policies and procedures. Please consult the SAI for a description of the other policies and procedures that govern disclosure of the portfolio holdings by the Portfolio and Master Fund.

DELIVERY OF SHAREHOLDER DOCUMENTS

To eliminate duplicate mailings and reduce expenses, the Portfolio may deliver a single copy of certain shareholder documents, such as this Prospectus and annual and semi-annual reports, to related shareholders at the same address, even if accounts are registered in different names. This practice is known as "householding." The Portfolio will not household personal information documents, such as account statements. If you do not want the mailings of these documents to be combined with other members of your household, please call us collect at (512) 306-7400. We will begin sending individual copies of the shareholder documents to you within 30 days of receiving your request.

FINANCIAL HIGHLIGHTS

The Financial Highlights table is meant to help you understand the Portfolio's financial performance for the past five years. The total returns in the table represent the rate that you would have earned (or lost) on an investment in the Portfolio, assuming reinvestment of all dividends and distributions. This information has been audited by PricewaterhouseCoopers LLP, whose report, along with the Portfolio's annual financial statements, are included in the Fund's annual report which is available upon request.

DIMENSIONAL INVESTMENT GROUP INC.
U.S. LARGE COMPANY INSTITUTIONAL INDEX PORTFOLIO
(effective May 8, 2010, renamed U.S. Large Company Portfolio)

FINANCIAL HIGHLIGHTS
(for a share outstanding throughout each period)

	<u>Year Ended Oct. 31, 2009</u>	<u>Period Ended Oct. 31, 2008[^]</u>	<u>Year Ended Nov. 30, 2007</u>	<u>Year Ended Nov. 30, 2006</u>	<u>Year Ended Nov. 30, 2005</u>	<u>Year Ended Nov. 30, 2004</u>
Net Asset Value, Beginning of Period	\$ 7.62	\$ 11.63	\$ 11.00	\$ 9.82	\$ 9.23	\$ 8.32
Income From Investment Operations						
Net Investment Income (Loss)	0.18#	0.20#	0.22#	0.19#	0.17	0.17
Net Gains (Losses) on Securities (Realized and Unrealized)	0.55	(3.99)	0.62	1.18	0.61	0.88
Total from Investment Operations	0.73	(3.79)	0.84	1.37	0.78	1.05
Less Distributions						
Net Investment Income	(0.19)	(0.22)	(0.21)	(0.19)	(0.19)	(0.14)
Total Distributions	(0.19)	(0.22)	(0.21)	(0.19)	(0.19)	(0.14)
Net Asset Value, End of Period . . .	\$ 8.16	\$ 7.62	\$ 11.63	\$ 11.00	\$ 9.82	\$ 9.23
Total Return	10.07%	(33.10)% [@]	7.71%	14.11%	8.50%	12.66%
Net Assets, End of Period (thousands)	\$785,689	\$729,218	\$1,002,142	\$877,405	\$692,595	\$534,285
Ratio of Expenses to Average Net Assets*	0.10%	0.10%**	0.10%	0.10%	0.10%	0.10%
Ratio of Expenses to Average Net Assets (Excluding Waivers and Assumption of Expenses and/or Recovery of Previously Waived Fees)*	0.13%	0.11%**	0.11%	0.11%	0.14%	0.15%
Ratio of Net Investment Income to Average Net Assets	2.53%	2.10%**	1.90%	1.90%	1.82%	1.96%

[^] The fiscal year end for the Portfolio was changed from November 30 to October 31. The information presented covers the period from December 1, 2007 through October 31, 2008.

Computed using average shares outstanding.

* Represents the combined ratios for the respective portfolio and its respective pro-rata share of its Master Fund Series.

** Annualized

@ Non-annualized

SERVICE PROVIDERS

Investment Advisor

DIMENSIONAL FUND ADVISORS LP
6300 Bee Cave Road, Building One
Austin, TX 78746
Tel. No. (512) 306-7400

**Accounting Services, Dividend Disbursing
and Transfer Agent**

PNC GLOBAL INVESTMENT SERVICING
(U.S.) INC.
301 Bellevue Parkway
Wilmington, DE 19809

Custodian

PFPC TRUST COMPANY
301 Bellevue Parkway
Wilmington, DE 19809

Legal Counsel

STRADLEY RONON STEVENS & YOUNG, LLP
2600 One Commerce Square
Philadelphia, PA 19103-7098

Independent Registered Public Accounting Firm

PRICEWATERHOUSECOOPERS LLP
Two Commerce Square,
Suite 1700
2001 Market Street
Philadelphia, PA 19103-7042

Other Available Information

You can find more information about the Fund and Portfolio in the Fund's SAI and Annual and Semi-Annual Reports.

Statement of Additional Information. The SAI supplements, and is technically part of, this Prospectus. It includes an expanded discussion of investment practices, risks, and fund operations.

Annual and Semi-Annual Reports to Shareholders. These reports focus on Portfolio holdings and performance. The Annual Report also discusses the market conditions and investment strategies that significantly affected the Portfolio in its last fiscal year.

Request free copies from:

- Your plan administrator—if you are a participant in a 401(k) plan offering the Portfolio.
- Your account service provider—if you are a client or member of an institution offering the Portfolio.
- The Fund—if you represent a 401(k) plan sponsor or qualifying institution. Call collect at (512) 306-7400.
- Access them on our web site at <http://www.dimensionalfund.com>.
- Access them on the EDGAR Database in the SEC's Internet site at <http://www.sec.gov>.
- Review and copy them at the SEC's Public Reference Room in Washington D.C. (phone 1-800-SEC-0330)
- Request copies from the Public Reference Section of the SEC, Washington, D.C. 20549-0102 or at publicinfo@sec.gov (you will be charged a copying fee). Information on the operation of the SEC's public reference room is available by calling the SEC at 1-202-551-8090.

Dimensional Fund Advisors LP

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Dimensional Investment Group Inc.—Registration No. 811-6067



