

# **PRIVATE** --- **COLLEGE 529 PLAN** ---

International

Tuition Plan Consortium, LLC

Plan Sponsor

Catalis Regulatory & Compliance, LLC

Plan Administrator

## **PLAN DISCLOSURE STATEMENT**

**FOR INTERNATIONAL TUITION CERTIFICATES (“ITCs”)**

EFFECTIVE AS OF JULY 1, 2024

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Please read and retain for your records a copy of this plan disclosure statement for the purchase of International Tuition Certificates (collectively, “ITCs” and each, an “ITC”), as amended and supplemented from time to time (the “ITC Plan Disclosure Statement”), the Amended & Restated Enrollment Agreement (the “Enrollment Agreement”, attached as **EXHIBIT A**), the Master Special Purpose Prepaid Tuition Declaration of Trust, effective as of July 1, 2024 (the “Master Trust”), the Joinder Agreement to the Master Trust (the “Joinder Agreement”, together with the Master Trust, attached as **EXHIBIT B**), and the Schedule of Participating Institutions and Tuition Rates are available at <https://www.pc529international.com/member-colleges-list>, and incorporated herein by reference (the “Schedule”), which, collectively, form the program documents (the “Program Documents”) that overview participation in Private College 529 Plan International<sup>SM</sup> (the “Plan”). Please note that the Enrollment Agreement supersedes all other agreements, understandings, discussions and representations, oral or written, with respect to the Program Documents and the Plan. These Program Documents include detailed information about the Plan. Unless stated otherwise, all capitalized terms used in this ITC Plan Disclosure Statement are defined in the body of this document or in the Glossary.

This ITC Plan Disclosure Statement pertains only to the purchase of ITCs. ITCs are Tuition Certificates issued by the Plan to a U.S.-based special purpose revocable grantor trust (the “Trust”) established by a non-U.S. person (the “Settlor”) to purchase ITCs for a non-U.S. Person designated beneficiary (the “Beneficiary”) selected by the Settlor. The initial International Trustee of the Trust shall be Alta Trust Company, a South Dakota chartered trust company.

The information contained in this ITC Plan Disclosure Statement is believed to be accurate as of the date hereof and is subject to change without notice and neither delivery of this ITC Plan Disclosure Statement, nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Plan since the date of this document. No one other than the Plan Sponsor is authorized to provide information that is different from the information contained in this ITC Plan Disclosure Statement.

## **INTRODUCTION**

### **A. What is Private College 529 Plan International?**

Private College 529 Plan International is a prepaid tuition plan designed to provide an opportunity to prepay undergraduate tuition for a Beneficiary at participating private colleges and universities throughout the United States. By participating in the Plan, a Settlor can pay towards the Beneficiary’s tuition and certain fees today and lock in current tuition rates for the Beneficiary’s future enrollment at a Participating Institution.

The Plan Sponsor, Tuition Plan Consortium, LLC, is a not-for-profit organization established for the sole purpose of operating the Plan. The Plan Sponsor is composed of private colleges and universities that are Participating Institutions in the Plan.

### **B. How does the Plan work?**

To participate in the Plan, a Settlor directs the Trust to make a purchase of an ITC that can be used in the future to pay Tuition (including Mandatory Fees) for the Beneficiary at any Participating Institution at which the Beneficiary becomes enrolled in undergraduate study. The Plan runs on a Plan Year basis from July 1st through June 30th (or the last business day in June).

All purchases made to the Plan during a Plan Year are applied toward the purchase of a single ITC. A Settlor may direct the Trust to use an ITC in later years to pay Tuition for the Beneficiary. Beneficiaries must wait at least 36 months after the Issue Date of an ITC to use it to pay Tuition. ITCs, along with all corresponding rights under the Enrollment Agreement, expire and cease to exist at the earlier of (i) such time all annual tuition benefits purchased under the ITCs have been used or refunded; or (ii) thirty (30) years from the Issue Date.

The amount of Tuition that an ITC will buy at a particular Participating Institution is based on the Tuition Rate that is in effect for that Participating Institution during the Plan Year in which the ITC is purchased. Because Tuition Rates

will differ among Participating Institutions, an ITC will pay for more or less Tuition at one school than another. In addition, because the Tuition Rates set by a Participating Institution for different Plan Years will vary, an ITC purchased in one Plan Year will pay for more or less Tuition than one purchased in another Plan Year.

The current Participating Institutions and Tuition Rates are listed in the Schedule (available at <https://www.pc529international.com/member-colleges-list>). Please consult the Schedule to help determine how much Tuition will be prepaid when purchasing an ITC during the current Plan Year.

**C. What is the purchase amount?**

The maximum aggregate amount of ITCs that may be purchased for a single Beneficiary cannot exceed the cost of Tuition and Mandatory Fees for a period of five (5) years at the Participating Institution listed in the Schedule (available at <https://www.pc529international.com/member-colleges-list>) having the most expensive Tuition and Mandatory Fees. The value of all ITCs for the same Beneficiary within the Plan will be aggregated for purposes of determining whether the maximum limit has been reached, even those ITCs that have a different Settlor. The maximum balance may be recalculated or adjusted each year based on the specific Plan Year's most expensive Participating Institution.

**D. Where may I use my ITCs?**

ITCs may be used to pay for the Beneficiary's Tuition for undergraduate studies at any Participating Institution at which he or she becomes enrolled. Participating Institutions may join or withdraw from the Plan, but ITCs may be used at any college or university that either (1) is a Participating Institution in the Plan when the ITC was purchased, or (2) is a Participating Institution in the Plan on any subsequent date up to and including the date on which the ITC is used to pay Tuition.

**E. What if I can't use my ITCs? May I get a refund?**

If an ITC is not used in full to pay Tuition for the Beneficiary, the Settlor may request a refund. The Settlor may either (i) change the Beneficiary of the Account to a Family Member of the current Beneficiary, or (ii) request a refund of an ITC at any time beginning three years after its Issue Date. The Settlor may request a refund of all or part of the Refund Value. See the discussion of "Refunds" for more detailed information.

**F. What else should I consider before contributing towards the purchase of an ITC? What are the risks?**

Please carefully examine the tax and other considerations outlined in this ITC Plan Disclosure Statement and consult with your tax advisor prior to purchasing an ITC under the Plan. See the below discussion of "Certain Tax Consequences" for more detailed information. Please also consider the following risks and considerations:

- Participation in the Plan does not guarantee acceptance, continued enrollment or graduation for the Beneficiary at a Participating Institution.
- With respect to a Settlor potentially subject to U.S. gift tax, a purchase of an ITC does not qualify for the unlimited gift tax exclusion generally available for money used to pay educational expenses.
- Because an ITC may only be used to purchase Tuition (including Mandatory Fees), it will not cover all of the costs of attending a Participating Institution.
- ITCs are not transferable and cannot be pledged or used as collateral.
- Participation in the Plan may adversely affect the Beneficiary's eligibility for financial aid.

- If an ITC is surrendered for a cash refund, the Refund Value is capped by a maximum return of 2% per annum and limited to a maximum loss of zero percent (0%) per annum and is not designed to provide a meaningful investment rate of return. In the event that the Beneficiary does not attend a Participating Institution, or is otherwise unable to use Tuition prepayments, the refund may not be sufficient to cover the costs of attending another institution and the Settlor will have lost the opportunity to invest the amounts used to purchase ITCs in investments that could have yielded a higher rate of return.
- The Refund Proceeds will be paid from the Plan Trust only, and no other person, including the Plan Administrator, Plan Sponsor, Plan Trustee, International Trustee or any Participating Institution, will be liable for any payments, including those that are greater than the total amount of the Plan Trust.

Please see the discussion of “Additional Considerations and Risk Factors” for more detailed information.

**G. How else can I find out about the Plan?**

Information about the Plan is available on our Website (<https://www.pc529international.com>).

**PRIVATE COLLEGE 529 PLAN INTERNATIONAL**

Private College 529 Plan International permits the purchase of ITCs for a Beneficiary to use in the future to pay for Tuition at Participating Institutions at which a Beneficiary becomes enrolled. Participation in the Plan guarantees a fixed Tuition Rate at each Participating Institution for the portion of Tuition paid with ITCs, though this fixed rate will vary depending on the Plan Year in which the ITC is purchased. Each Participating Institution’s Tuition Rate for a particular Plan Year is set forth in the Schedule for that Plan Year, as supplemented, to show Participating Institutions that join or withdraw from the Plan. ITCs may be used at any Participating Institution as described more fully below. A Participating Institution need not be identified until the ITCs are used to pay for Tuition, although designating it as a “Sample School” (described more fully below) allows individuals to determine the amount of Tuition an ITC would cover at any particular Participating Institution.

**A. Participating Institutions**

The current Participating Institutions and Tuition Rates are listed in the Schedule (available at <https://www.pc529international.com/member-colleges-list>). Participating Institutions may join or withdraw from the Plan, but a Beneficiary may use an ITC at any college or university that either (1) is a Participating Institution in the Plan when the ITC was purchased, or (2) is a Participating Institution in the Plan on any subsequent date up to and including the date on which the ITC is used to pay Tuition. There may be additions to the list of Participating Institutions for a particular Plan Year, as well as the Schedule and Tuition Rates for the current Plan Year.

**B. How Tuition is Determined**

Prior to the commencement of each Plan Year, each Participating Institution will set its own Tuition Rate for the Plan Year. The Tuition Rate set by the Participating Institution for a Plan Year applies to ITCs purchased during that Plan Year and will be the Tuition Rate that applies if the ITC is subsequently used to pay for Tuition at that Participating Institution. By looking at the Schedule, you will be able to tell how much is needed to pay in order to purchase a year of Tuition at each Participating Institution. Once set for a Plan Year, the Tuition Rates are locked in and cannot be changed for ITCs purchased during that Plan Year.

**C. Tuition Rate**

The Tuition Rate that is set by each Participating Institution for a Plan Year is the amount it charges current full-time undergraduate students who enroll during that Plan Year for Tuition. This amount may vary somewhat from what

these students are actually billed if the Participating Institution charges them for expenses that are not eligible for prepayment under the Plan or offers discounts or inducements on an individual basis.

**D. Schedule of Participating Institutions**

The Schedule for each Plan Year will be updated in July of each Plan Year. The current Schedule may be found at <https://www.pc529international.com/member-colleges-list>.

**E. Educational Expenses Covered by the Plan**

ITCs may be used to pay only for the cost of Tuition (which includes Mandatory Fees) for undergraduate studies at a Participating Institution. Mandatory Fees are determined independently by each Participating Institution but are limited to specified fees generally required to be paid annually by all full-time students as a condition of enrollment at the Participating Institution. ITCs cannot be used to pay any optional or supplemental fees incurred by a Beneficiary. In addition, ITCs cannot be used to pay the costs of books, supplies, room or board, even if such costs are required for enrollment at the Participating Institution.

**F. No Effect on Admissions**

The fact that a prospective student is a Beneficiary of an ITC will have no effect on admission to a Participating Institution. Participating Institutions will not discriminate in their admissions process against or in favor of any prospective student because of his or her status as a Beneficiary of an ITC.

**PARTICIPATING IN THE PLAN**

**A. How to Participate in the Plan**

A Settlor may participate in the Plan at any time. To participate in the Plan, the Settlor must complete and submit an Enrollment Application to the International Trustee, along with the purchase, via the Online Portal (<https://www.access.pc529international.com>) by clicking "OPEN ACCOUNT" and following the steps as indicated. By submitting an Enrollment Application, the Settlor agrees to the terms and conditions of the Plan as set forth in the Enrollment Application and the Enrollment Agreement as each may be amended or supplemented from time to time. A separate Enrollment Application must be submitted for each intended Beneficiary of an ITC.

When a Settlor opens an Account, he or she will be asked to provide his or her name, address, date of birth, Social Security Number / Individual Taxpayer Identification Number (or submit IRS Form W-7 in order to receive the required identification number), and other information that will allow the Plan to identify the Settlor, such as his or her home telephone number, utility bill, or additional information or documentation required to establish the Settlor's identity. Until the Settlor provides the necessary information or documentation, the Plan may not be able to open an Account or effect any transactions. Accounts opened by entities, organizations, trustees and custodians are subject to additional restrictions.

**B. Purchases of ITCs**

**1. General**

Purchases of ITCs may be made at any time during the Plan Year. Generally, purchases received by the Plan Administrator or its agent prior to 4:00 pm Eastern Time on a business day will be credited to the Account within 2 business days, provided that the required documentation is complete and in good order. If received after 4:00 pm Eastern Time on a business day, the Account will be credited within 3 business days, provided that the required documentation is complete and in good order. These purchases will lock in the Tuition Rates in effect for the Plan Year during which the ITCs were purchased by the Trust.



For purchases to be applied during the applicable Plan Year, purchases must be received by the Plan Administrator by 4:00 pm Eastern Time on June 30 (or the last business day in June). Any purchase received after 4:00 pm Eastern Time on June 30 (or the last business day in June) will be credited to the next Plan Year that begins July 1.

Purchases may be made by an automatic contribution plan, one-time electronic funds transfer or check (personal check, cashier's check, teller or bank check). Other forms of purchase including traveler's checks and money orders will not be accepted. Purchases by check must be drawn on a banking institution located in the United States in U.S. dollars.

The minimum contribution amount for purchasing an ITC (after Applicable Fees) for any single Beneficiary is \$1,000.

## **2. Limits on Purchases**

The maximum amount of ITCs that may be held for a single Beneficiary is the cost of five years of full-time Tuition at the most expensive Participating Institution (as found in the Pricing Guide available at <https://www.pc529international.com/member-colleges-list>) during the Plan Year. The value of all ITCs for the same Beneficiary within the Plan will be combined for purposes of determining whether the maximum limit has been reached. The maximum balance may be recalculated or adjusted each year based on the specific Plan Year's most expensive Participating Institution.

## **C. The Beneficiary**

### **1. Designating the Beneficiary**

Each Account may have only one Beneficiary. The Settlor must name the Beneficiary on the Enrollment Application. Naming an individual as a Beneficiary does not in any way guarantee the Beneficiary's admission to, continued enrollment at or graduation from a Participating Institution.

### **2. Change of Beneficiary**

The Settlor may change the Beneficiary of an Account by submitting such change to the Plan Administrator in a form specified by the Plan Administrator. The new Beneficiary must be a Family Member of the Beneficiary that is being replaced. See the definition of "Family Member" in the Glossary at the back of this Disclosure Statement.

## **D. Designating Sample Schools**

On the quarterly and annual statements, we will show the number of years of Tuition that can be paid with an Account's ITCs at up to ten Participating Institutions. In order for us to provide this information, Settlers will be asked to name up to ten Participating Institutions as "Sample Schools."

We will then compute the number of years of Tuition that can be paid with all ITCs purchased over time for that Beneficiary at each "Sample School."

For example, if a Settlor contributed \$10,000 (after Applicable Fees) towards an ITC and the designated "Sample Schools" included College A with an annual Tuition Rate of \$20,000 in the Plan Year of purchase, and College B with an annual Tuition Rate of \$25,000 in the same year, the Account statements would reflect that such ITCs would buy 50% of one year of Tuition at College A and 40% of one year of Tuition at College B. If the Settlor then contributed an additional \$10,000 (after Applicable Fees) in a later Plan Year when the Tuition Rates for Colleges A and B had increased, the Account statements would reflect the calculations for the later prepayments at the higher rate and would provide an aggregate total of the number of years of Tuition that have been prepaid at each school. This information for each Account is located on the Online Portal (<https://www.access.pc529international.com>).

The “Sample Schools” named on the Online Portal can be modified at any time by logging into the respective Account on the Online Portal. This identification of “Sample Schools” will have no effect on a Beneficiary’s chances of admission to, continued enrollment at or graduation from one of his or her “Sample Schools.” Designating “Sample Schools” is simply a means by which one can calculate the amount of Tuition that has been prepaid at those particular Participating Institutions; it is for informational purposes only.

**E. ITC Ownership and Settlor’s Successor**

1. Transferring ITC’s Ownership

The Owner of the ITC is the Trust. ITC ownership may not be assigned or transferred by the Trust.

2. Transferring ITC’s Settlor

The Settlor of a Trust holding an ITC may not be changed to another person during the Settlor’s lifetime.

3. Successor ITC Ownership

The Settlor of a Trust holding an ITC may designate a successor in the event of the Settlor’s death (subject to approval, pursuant to the same requirements applicable to the original Settlor). If the Settlor does not designate a successor in the event of the Settlor’s death (or if such designated successor is not approved), the Settlor’s estate representative may designate a successor (subject to the same approval requirements applicable to the original Settlor). Further details are provided in the Master Trust.

**F. The Plan Trust**

All payments (excluding Applicable Fees) that a Settlor makes towards the Plan will be placed in the Plan Trust for the exclusive benefit of the Plan’s Beneficiaries. The Plan Trustee will invest and reinvest the Plan Trust assets subject to the investment objectives and guidelines recommended by the investment committee of the Board of Directors of the Plan Sponsor (the “Board”) and approved by the Board, and subject to the investment committee’s general supervision. Each Account will reflect the ownership of ITCs that have locked in Tuition Rates from the time of payment, until such ITCs are redeemed for Tuition, expire, or are cancelled for a refund, regardless of the actual investment performance of the Plan Trust. Generally, investment risk will be borne by and investment return will inure to the benefit of the Participating Institutions, except to the extent they affect the Refund Value. See discussion of “Refunds.”

**REDEEMING ITCs**

**A. Redeeming ITCs to Pay for Tuition**

When a Beneficiary enrolls at a Participating Institution, the ITCs for the Beneficiary may be redeemed to pay for the Beneficiary’s Tuition at the Participating Institution, provided at least 36 months have passed since the Issue Date for the ITC. (For a redemption, only an ITC for which at least 36 months have passed since the Issue Date is an “Eligible ITC.”) To do so, the Settlor should log into his or her Account on the Online Portal (<https://www.access.pc529international.com>) to (i) confirm the amount of Tuition prepaid at that Participating Institution, and (ii) request an ITC redemption.

A Settlor may elect for the Beneficiary to redeem all or a portion of the Eligible ITCs in the Account in amounts up to one half of an academic year at any time but not exceeding one academic year (within the current academic year) for a Beneficiary when paying for Tuition. If an Account has more than one Eligible ITC for a Beneficiary and less than the full amount of those certificates is redeemed, then payment by the Plan for Tuition will be taken on a pro rata basis from the Eligible ITCs in the Account. In such circumstances, the Settlor cannot choose to redeem a specific Eligible ITC.

To request an ITC Redemption, the Settlor must log into the Account on the Online Portal (<https://www.access.pc529international.com>) and specify the amount to be redeemed and paid to the Participating Institution. The Plan Administrator will verify the request and notify the Participating Institution of the amount of Tuition to credit the Beneficiary. The Account will be credited for having paid the amount of Tuition specified in the Certificate Redemption Request and the Beneficiary will have the right to enforce the Participating Institution's obligation to recognize the credit against Tuition represented by the Certificate Redemption Request.

The Account will be appropriately adjusted to reflect the redemption. The International Trustee will forward the Settlor's directions to the Plan Administrator, which will then direct the Plan Trustee to pay the Participating Institution. The amount that the Participating Institution receives will be based on the investment performance of the Plan Trust from the time of purchase of the ITC, and not based on the amount of Tuition for which the Account has been credited.

**B. No Plan Refund after Redemption**

If a Beneficiary redeems an ITC at a Participating Institution, the Plan has no further obligations to the Settlor or the Beneficiary with respect to the payments it makes. Accordingly, if thereafter the Beneficiary withdraws from one or more courses or for any reason fails to complete an academic term, neither the Settlor nor the Beneficiary will be entitled to a refund from the Plan, Plan Sponsor, Plan Administrator, Plan Trustee, or International Trustee. The Settlor and/or the Beneficiary may be entitled to a refund from the Participating Institution where the ITC was used, in accordance with that Participating Institution's refund policy, but the Settlor and the Beneficiary would have to resolve any such matter directly with the Participating Institution.

For a discussion of the U.S. federal income tax consequences of receiving a refund from the Participating Institution, see "Refunds After Payment of Tuition."

**REFUNDS**

If the Settlor cannot or does not wish to have the ITC used towards Tuition, the Settlor may request a refund of all or a portion of the ITCs in the Settlor's Account for a Beneficiary. (For a refund, only an ITC for which at least 36 months have passed since the Issue Date is an "Eligible ITC." Refunds are available on non-Eligible ITCs in the event of death of the Beneficiary.) For a refund, the Settlor is entitled to receive the Refund Proceeds, which equal the Refund Value, less (i) a \$200 trust termination and refund/tax withholding fee (the "TTRTW Fee") imposed by the International Trustee, (ii) withholding and payment of any taxes, penalties, and (iii) any other applicable administrative costs.

When a refund has been paid from the Plan Trust, the Settlor's Account will be appropriately adjusted to reflect such refund. The maximum amount of a refund per business day per Account is \$100,000. The Refund Proceeds will be paid from the Plan Trust only, and no other person, including the Plan Administrator, Plan Sponsor, Plan Trustee, International Trustee or any Participating Institution, will be liable for any purchases, including those that are greater than the amounts in the Plan Trust.

If a partial refund is requested, such refund shall be provided on a pro rata basis from all eligible ITCs held in such Account; the cancellation or refund of a particular ITC is prohibited.

In most cases, if the Refund Proceeds are not used to pay for Qualified Higher Education Expenses of the Beneficiary of the refunded ITC(s), the earnings portion of that amount will be subject to U.S. federal income tax and possibly a 10% additional tax.

Please refer to the Enrollment Agreement for further details regarding calculations, including a potential Administrative Fee of up to 3% for such refunds. Refunds may result in adverse tax consequences.

Please review the Enrollment Agreement for more information regarding receiving refunds.

## REPORTING

Settlors will receive the statements and reports described below. Settlors will also be able to access Account information on the Online Portal (<https://www.access.pc529international.com>).

### **A. Confirmation of Purchase.**

After each contribution towards an ITC, the Settlor will receive confirmation of the completed transaction that specifies the amount paid and the identity of the Beneficiary. No individual confirmations will be sent for automatic purchase plan transactions, although these will be confirmed in quarterly statements.

### **B. Confirmation of Redemption or Refund.**

After requesting a redemption or refund, the Settlor will receive confirmation of the completed transaction that specifies the amount redeemed or refunded.

### **C. Quarterly Statements and Annual Statements.**

If a financial transaction(s) (i.e., redemption, refund or contribution) has occurred on the Settlor's Account during a quarter, the Settlor will receive a quarterly statement that indicates the total amounts paid into the Plan for ITCs for a Beneficiary, adjusted for any refunds or redemptions. If at least one "Sample School" has been selected, the statements will specify the number of years or partial years of Tuition that the ITCs will purchase at schools designated as "Sample Schools." Annual statements will be issued to all open Accounts.

#### **1. Other Reports.**

The Plan will comply with such other reporting rules applicable to Section 529 plans as the IRS may determine.

#### **2. Continuing Disclosure.**

Settlors may receive additional information regarding the Plan and its operation, including supplements to this ITC Plan Disclosure Statement and any amendments to the Enrollment Agreement. Such information will be posted at <https://www.pc529international.com>.

## FEE PAYMENTS, TAX REPORTING, AND WITHHOLDING

### **A. At Issuance of an ITC**

#### **1. Fee Payments at Issuance of an ITC**

When a prospective Settlor (defined hereinafter) desires to purchase an ITC, funds will be contributed by that prospective Settlor to the International Trustee. The contributed funds will be applied as follows:

- (i) The prospective International Trustee, will apply \$500 towards Know-Your-Customer ("KYC") and Anti-Money Laundering ("AML" and together with KYC, "KYC/AML") screening fees (the "KYC/AML Fee"); the prospective International Trustee, will conduct the KYC and AML screening.
- (ii) If, based on the results of the KYC/AML screening, the prospective International Trustee declines the International Trusteeship of the Trust, then the Trust will not be established. In such event, the prospective International Trustee will notify the Settlor of its declination and will return all remaining contributed funds (after payment of the KYC/AML Fee) to the Settlor.

- (iii) If, based on the results of the KYC/AML screening, the prospective International Trustee accepts the International Trusteeship of the Trust, it will execute the relevant trust documents to finalize the establishment of the Trust and will notify the Settlor of its acceptance. Upon the establishment of the Trust, the International Trustee will apply the remaining contributed funds (after payment of the KYC/AML Fee) as follows:
  - (a) The Initial Trustee Fees set forth in Exhibit 1 to the Joinder Agreement (other than the KYC/AML Fee, which would have already been paid) to the International Trustee.
  - (b) If applicable, the Acceptance Fee (as set forth in Exhibit 1 to the Joinder Agreement) of up to \$1,500 to the Market Manager.
  - (c) If applicable, the Bank Fee to the correspondent bank.
  - (d) After paying the Applicable Fees set forth above, the International Trustee will pay the remaining balance of the contributed funds (i.e., the Certificate Purchase Price) to the Plan Trust to purchase the ITC that will be held by the Trust.
- (iv) Upon a Settlor's death, the Settlor's Successor shall contribute \$500 towards KYC/AML screening fees. The International Trustee will conduct the KYC/AML screening. If the Settlor's Successor is not approved by the International Trustee, the Trust shall terminate.

2. Tax Matters and Reporting Arising at Issuance of an ITC

- (i) The Settlor: No U.S. tax reporting will be required at this time. Settlor will provide an IRS Form W-8BEN to the International Trustee, as provided in the Joinder Agreement.
- (ii) The Beneficiary: No U.S. tax reporting will be required at this time.

**B. During the Holding Period of an ITC.**

1. Fee Payments during the Holding Period of an ITC

- (i) During the period that an ITC is held by the Trust, no scheduled fees will be payable from the assets of the Trust.

2. Tax Matters and Reporting during the Holding Period of an ITC

- (i) The Settlor: No U.S. tax reporting will be required at this time.
- (ii) The Beneficiary: No U.S. tax reporting will be required at this time.

**C. Upon Use of an ITC.**

1. Redemption of an ITC: Application of an ITC towards Prepaid Tuition Credits Under the Terms and Conditions of the Plan.

- (i) Fee Payments upon Redemption of an ITC
  - (a) Upon the Redemption of an ITC, no scheduled fees will be payable from the assets of the Trust.

(ii) Tax Matters and Reporting Upon the Redemption of an ITC

(a) The Settlor: Will direct the International Trustee, to apply the ITC towards prepaid tuition credits at an identified member college.

(b) The Beneficiary:

1. Will obtain an ITIN by filing IRS Form W-7 and demonstrating (via a support letter provided by the International Trustee) the need for the ITIN; and
2. Will prepare an IRS Form W-8BEN (including ITIN) and provide to the International Trustee.

2. Refund of an ITC: Surrender of an ITC for its Refund Proceeds.

(i) Fee Payments upon Refund of an ITC

(a) The International Trustee shall impose the TTRTW Fee of \$200; and

(b) The Plan Sponsor may impose an Administrative Fee of up to 3%, which the Plan Sponsor may waive or reduce, at the Plan Sponsor's sole discretion.

(ii) Tax Matters and Reporting Upon the Refund of an ITC

(a) The Settlor:

- (a) Will obtain an ITIN by filing IRS Form W-7 and demonstrating (via a support letter provided by the International Trustee) the need for the ITIN;
- (b) Will prepare an IRS Form W-8BEN (including ITIN) and provide it to the International Trustee;
- (c) May (at the Settlor's discretion) file U.S. tax returns with respect to the payment of the withheld U.S. taxes in order to apply for a tax refund (if applicable); and
- (d) May (if the Settlor files foreign tax returns) elect to seek foreign tax credits or refunds available pursuant to applicable foreign law (including tax treaties) to claim a foreign tax benefit from the U.S. taxes paid.

(b) The Beneficiary: No U.S. tax reporting will be required at this time.

3. Refund Proceeds Hypothetical

Assume the Settlor plans to contribute \$50,000 towards the purchase of an ITC (i.e., a Certificate Purchase Price of \$50,000 after Applicable Fees). To do so, the Settlor must contribute this amount to the Trust, plus the: (i) KYC/AML Fee, (ii) Trust establishment and servicing fee, (iii) Acceptance Fee (if applicable), and (iv) Bank Fee (if applicable).<sup>1</sup> For purposes of this hypothetical, please assume that the Acceptance Fee and Bank Fee are each \$1,000, and that the wire transfer fee is not applicable. Under such circumstances, the Settlor must contribute \$54,500 to the Trust

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<sup>1</sup> Please note that wire transfer fees are not included in these hypothetical computations.

as an Initial Contribution to provide for an ITC with a Certificate Purchase Price of \$50,000.<sup>2</sup> The related calculations are set forth below:

|                                       |                 |
|---------------------------------------|-----------------|
| Initial Contribution                  | \$54,500, minus |
| KYC/AML Fee                           | \$500, minus    |
| Trust establishment and servicing fee | \$2,000, minus  |
| Acceptance Fee                        | \$1,000, minus  |
| Bank Fee                              | \$1,000, equals |
| Certificate Purchase Price            | \$50,000        |

Assume that at the time of a requested refund, the Certificate Purchase Price for all Plan Years that the ITC was outstanding compounded annually with a positive two percent (2%) Investment Return Percentage, and has therefore grown to \$65,000.<sup>3</sup> Under such a scenario, the related computations are as follows:

|  |                 |
|--|-----------------|
| Refund Value (before Administrative Fee) | \$65,000, minus |
| Administrative Fee (3%)                  | \$1,950, equals |
| Refund Value                             | \$63,050        |

Using these computation figures, the earnings portion of the refund is as follows:

|                                  |                  |
|----------------------------------|------------------|
| Refund Value                     | \$63,050, minus  |
| Certificate Purchase Price       | \$50,000, equals |
| Earnings portion of Refund Value | \$13,050         |

Using these computation figures, post-withholding/tax calculations for the Refund Proceeds are as follows:

|  |                 |
|--|-----------------|
| Refund Value   | \$63,050, minus |
| Excise tax (10% of earnings portion of Refund Value)   | \$1,305, minus  |
| Withholding of income tax under Code Section 1441 (30% of earnings portion of Refund Value unless reduced by a treaty) | \$3,915, equals |
| Net post-withholding/tax payment Refund Value  | \$57,830, minus |
| Trust termination and refund/tax withholding fee (TTRTW Fee)   | \$200, equals   |
| Refund Proceeds to Settlor   | \$57,630        |

## **TERMINATION OF THE PLAN; CANCELLATION OF CERTIFICATES BY THE PLAN SPONSOR**

### **A. Termination**

In the event that the Plan Sponsor determines that the Plan cannot continue to operate on a sound financial basis, it may discontinue operation of, and subsequently terminate, the Plan. If operation of the Plan is discontinued, a termination plan will be developed and notice of the termination plan will be provided to the Settlor, including the effective date of the termination. Under any termination plan, the Settlor would still be able to use all outstanding ITCs to pay Tuition or obtain a refund for at least 20 years from the date of purchase. If ITCs expire under any termination plan, the Settlor would be entitled to payment of the Refund Proceeds and would no longer be able to redeem the expired ITCs for payment of Tuition.

<sup>2</sup> Please note these are hypothetical figures and may vary in practice.

<sup>3</sup> Please note this figure assumes the Refund Value of the ITC is computed using the positive 2% annual return collar for approximately 13.25 years.

**B. Cancellation of ITCs by the Plan Sponsor**

**1. 30-Year Holding Limit**

An ITC will be cancelled on the 30<sup>th</sup> anniversary of its Issue Date and, in such event; the Settlor will be entitled to the Refund Proceeds only. If the Settlor cannot be found, the Refund Proceeds will be held in escrow until the Settlor claims them or until the law requires their disposition.

**2. Settlor Misrepresentation, Fraud or Default**

The Plan Sponsor may cancel an ITC, an Enrollment Agreement and an Account at any time if it determines that the Settlor made a material misrepresentation on the Enrollment Application, that the Settlor acted fraudulently with respect to the Enrollment Agreement or that the Settlor is in default of obligations under the Enrollment Agreement. Upon such cancellation, the Settlor will be entitled to receive the Refund Proceeds less, at the discretion of the Plan Sponsor, any fees, costs, expenses (including attorney fees) and damages resulting from the Settlor's misrepresentation, fraud or default.

**PLAN ADMINISTRATION**

**A. The Plan Sponsor and Manager: Tuition Plan Consortium, LLC**

The Plan Sponsor is a not-for-profit Delaware limited liability company. All of the members of the Plan Sponsor are Participating Institutions. The Plan Sponsor is governed by the Board, on which at least 75% of the members are required to be employed by Participating Institutions at the time they are elected.

The Plan Sponsor is responsible for the establishment and maintenance of the Plan, the Plan design, qualification under Section 529, oversight of the Plan Trust, and administration of the Plan. The Plan Sponsor is authorized to appoint the trustee (the "Plan Trustee") of the Plan Trust that is required to be established under the Plan and the trustee (the "International Trustee") of the Trust. The Plan Sponsor has appointed Alta Trust Company as the Plan Trustee and International Trustee. The Plan Sponsor also is authorized under the Plan documents to engage service providers to perform certain functions on its behalf and has engaged the Plan Administrator to provide certain administrative and recordkeeping services.

The investment committee of the Board recommends the overall investment objectives and guidelines for the Plan Trust, monitors the investment performance of the Plan Trust and will report to the full Board at each scheduled meeting of the Board that follows a meeting of the investment committee.

**B. Participating Institutions**

To participate in the Plan, a college or university must be a member of the Plan Sponsor. All Participating Institutions must be, at all times during their membership in the Plan Sponsor, non-profit, accredited four-year degree-granting educational institutions authorized by law to provide a program of education beyond the high school level. Once a Participating Institution joins the Plan, it will remain a member until it withdraws from the Plan, is expelled from the Plan or the Plan is dissolved. Participating Institutions must honor ITCs purchased before or during their participation in the Plan.

**C. The Plan Trustee: Alta Trust Company**

The Plan Sponsor has appointed Alta Trust Company as the Plan Trustee. The Plan Sponsor may remove Alta Trust Company as the Plan Trustee and hire another qualified replacement trustee upon at least 90 days' prior written notice and without notice to Settlers.

**D. The International Trustee: Alta Trust Company**



The Plan Sponsor has appointed Alta Trust Company as the International Trustee. The Plan Sponsor may remove Alta Trust Company as International Trustee and hire another qualified replacement trustee to serve as the International Trustee at the Plan Sponsor's sole discretion and without notice to Settlers.

**E. The Plan Administrator: Catalis Regulatory & Compliance, LLC**

The Plan Administrator's responsibilities include providing individual account maintenance and other accounting functions, recording purchases, tracking and reporting redemptions and refunds, providing customer service and additional administrative services.

The Plan Administrator may delegate certain responsibilities under its agreement with the Plan Sponsor.

**F. Management and Trustee Fees**

Management and trustee fees may be paid from the Plan Trust assets to the Plan Sponsor, Plan Administrator, the Plan Trustee, and investment advisors. Certain related expenses of administering the Plan and the Plan Trust also may be paid from the Plan Trust. Neither Settlers nor Beneficiaries of ITCs pay individual fees or charges with respect to their Account under the Plan.

**CERTAIN TAX CONSEQUENCES**

The following is a general discussion of certain U.S. federal income, estate, gift and generation-skipping transfer tax consequences for individuals participating in the Plan. The Plan Sponsor has received a determination letter from the IRS that the Plan qualifies under Section 529 and that the Plan Trust is a qualified trust under Section 529. This discussion is based on current provisions of the Plan, the Internal Revenue Code of 1986, as amended, and the related Treasury regulations and other administrative and judicial interpretations, all as in effect or proposed on the date of this ITC Plan Disclosure Statement. These are subject to change, possibly with retroactive effect, or different interpretations. The current proposed Treasury regulations do not reflect the substantial changes made to Section 529 by Congress in 2001, and consequently, final Treasury regulations, when issued, may affect some of the consequences described below. This discussion is for general information only and does not address all of the tax consequences that may be relevant to specific individuals in light of their particular circumstances. This discussion does not address any U.S., state, local, or non-U.S. tax consequences relating to participation in the Plan.

**This summary is not exhaustive, and you should not construe it as providing individual tax advice for any particular person or circumstances (including any Settler or Beneficiary). In addition, there can be no assurance that the IRS will accept the conclusions in this ITC Plan Disclosure Statement, or, if challenged by the IRS, that these conclusions would be sustained in court. The applicable tax rules are complex, and their application to any particular person may vary according to facts and circumstances specific to that person. This discussion is not intended to be used, and it cannot be used, by any taxpayer for the purpose of avoiding penalties that may be imposed under the Code. This discussion was written to support the promotion or marketing of the Plan. You should consult a qualified independent tax advisor regarding the application of the law (including U.S., state, local and non-U.S. tax consequences) to each person's particular circumstances.**

Each Section 529 tuition plan has its own eligibility requirements and tax benefits. Please determine the interaction between these plans if you intend to use more than one, since there may be limitations.

**A. Purchasing ITCs**

Purchases of ITCs are not deductible for U.S. federal income tax purposes.

**B. Holding and Redeeming ITCs**

Neither the Settlor nor the Beneficiary will be subject to U.S. federal income tax on any undistributed earnings of the Plan Trust with respect to an Account. Further, with one exception described below, neither the Settlor nor the Beneficiary will be subject to U.S. federal income tax upon redeeming ITCs to pay Tuition for the Beneficiary, presuming the expenses paid by the redemption are Qualified Higher Education Expenses of the Beneficiary.

An exception to the tax-free treatment of redemptions arises if and to the extent that the expenses covered by the redemption are used as the basis for claiming an American Opportunity tax credit (which modified the prior HOPE Scholarship Credit) or Lifetime Learning Credit. To the extent this exception applies, the expenses will not be considered Qualified Higher Education Expenses, and the earnings portion of the redemption covering such expenses will be subject to federal income tax, but not the 10% additional tax.

#### **C. Refunds**

If the Settlor requests a refund from the Plan, the Refund Proceeds received from the Plan Trust are treated in part as a distribution of the Settlor's tax basis in the ITCs and in part as a distribution of any earnings on such purchases. An Account consists of all ITCs having the same Settlor and the same Beneficiary. If an Account has more than one Eligible ITC for a Beneficiary, and the requested refund is less than the full amount of those certificates, then the amount of the refund will be taken on a pro rata basis of the ITCs in the Account. The Settlor cannot choose to have the refund paid from a specific ITC.

Distributions of the Settlor's tax basis in an ITC are not subject to U.S. federal income taxes when distributed. Distributions of any earnings from the Plan Trust, that are used to pay Qualified Higher Education Expenses for the Beneficiary, should not be subject to U.S. federal income taxes or the 10% additional tax described below. The IRS may (i) require that Qualified Higher Education Expenses be paid in the same taxable year as a distribution from the Plan, or (ii) impose other requirements in order to treat such distribution as not subject to U.S. federal income taxes or the 10% additional tax.

Distributions that are treated as distributions of earnings on an ITC and are not used for Qualified Higher Education Expenses of the Beneficiary are treated as ordinary income subject to U.S. federal income taxes. A distribution of earnings may also be subject to a 10% additional tax, unless the distribution is used to pay Qualified Higher Education Expenses for the Beneficiary or the distribution is (i) made on account of the Beneficiary's death (and paid to the Beneficiary's estate) or the Beneficiary's disability (as defined in Section 72(m)(7) of the Code), (ii) made on account of the Beneficiary's receipt of a scholarship (in an amount equal to or greater than the amount of the refund), (iii) made on account of the Beneficiary's attendance at a U.S. military academy (in an amount equal to or less than the costs of advanced education as defined by applicable federal law), or (iv) used to pay for expenses that would have been Qualified Higher Education Expenses but for being used as the basis for claiming an American Opportunity tax credit or Lifetime Learning Credit. Further, distributions that are treated as distributions of earnings on an ITC and are not used for Qualified Higher Education Expenses of the Beneficiary are subject to U.S. withholding taxes, as indicated herein.

You should retain invoices or other adequate documents to substantiate that a distribution from the Plan Trust is used for Qualified Higher Education Expenses or is otherwise not subject to federal income tax and/or the 10% additional tax.

#### **D. Refunds after Payment of Tuition**

If an ITC is tendered to the Plan Administrator in payment of Tuition at a Participating Institution and the Beneficiary or the Settlor then receives a refund from the Participating Institution with respect to such Tuition, the earnings portion of the refund, if any, will be includible in the income of the recipient for U.S. federal income tax purposes, unless the refund is used to pay Qualified Higher Education Expenses. The earnings portion of the refund will also be subject to the 10% additional tax, unless the refund is used to pay Qualified Higher Education Expenses or falls within one of the exceptions described above. Further, distributions that are treated as distributions of earnings on

an ITC and are not used for Qualified Higher Education Expenses of the Beneficiary are subject to U.S. withholding taxes, as indicated herein.

**E. Coordination with other Tax Incentives for Education**

As described above, a number of education tax benefits are available in addition to participation in a Section 529 plan, including Coverdell ESAs and the American Opportunity and Lifetime Learning tax credits. The tax laws provide a number of special rules intended to coordinate these plans and avoid duplication of benefits. Any Settlor who intends to utilize more than one of these tax benefits should consult a qualified tax advisor for advice on how these special rules may apply to specific taxpayers and circumstances.

**F. State, Local, and Non-U.S. Tax Treatment**

The state, local, and non-U.S. tax consequences of participation in the Plan may vary from the U.S. federal tax consequences. Settlers and Beneficiaries should consult their own tax advisors regarding the U.S., state, local, and non-U.S. income, estate, gift and other tax consequences of participation in the Plan based on each person's U.S., state, local, and non-U.S. tax residence situation.

**G. Tax Reports**

Distributions from the Plan must be reported for U.S. federal income and state tax purposes, in accordance with the reporting rules applicable to Section 529 plans. Reports made to the IRS, Settlers and other persons will provide information with respect to distributions and such other matters as the IRS may require and will be filed with the IRS and furnished to Settlers, the Beneficiaries and other persons at such times and in such manner as the IRS may determine.

**ADDITIONAL CONSIDERATIONS AND RISK FACTORS**

Before purchasing an ITC, please carefully examine the following considerations and risk factors.

**A. Academic Considerations**

**1. No Guarantee of Admission, Enrollment or Graduation**

The purchase of an ITC does not guarantee that a Beneficiary will be accepted for admission to any Participating Institution or otherwise augment admission opportunities. Participating Institutions will not discriminate in favor of or against, prospective applicants because of their status as Beneficiaries of ITCs.

Once a Beneficiary has enrolled at a Participating Institution, there can be no guarantee that he or she will be permitted to continue to attend or will graduate or receive a degree from the Participating Institution.

**2. Financial Aid Considerations**

Settlers and Beneficiaries are advised to consult a financial aid professional and/or the educational institution offering a particular financial aid plan to determine how ITCs may affect eligibility for financial aid. The treatment of ITCs may have a material adverse effect on the Beneficiary's eligibility to receive assistance under various federal, state, and institutional financial aid plans. For federal financial aid purposes, ITCs for a student will be considered (i) assets of a student's parent, if the student is a dependent student and the Settlers of the ITCs is the parent of the student, or (ii) assets of the student, if the student is the Settlor of the ITCs and not a dependent student. For purposes of financial aid offered by educational institutions, the treatment of ITCs may follow or differ from the treatment described above for federal financial aid purposes.

**3. Covered Costs**

ITCs may be used only to pay for Tuition (which includes Mandatory Fees) at Participating Institutions. Each year, Participating Institutions will report their respective Tuition rates to the Plan. At the current time, Mandatory Fees cannot include charges for books, supplies, room or board, even if a Participating Institution requires all students to pay such charges in order to enroll.

A Participating Institution may elect to exclude certain charges from Mandatory Fees that are covered by an ITC even if the Plan would have allowed them to be covered. In addition, participation in the Plan in no way affects or limits the amount of charges a Participating Institution may require of students in excess of Mandatory Fees. A Beneficiary must independently arrange for payment of any fees and costs not covered by ITCs.

## **B. Purchase Considerations**

### **1. No Interest in Investment Returns**

Proceeds from the sale of ITCs will be placed in the Plan Trust and invested in accordance with the Plan Sponsor's investment objectives and guidelines.

The purchase of an ITC is the prepayment, on behalf of the Beneficiary, of future educational services, and should not be viewed as an investment. In the event of a refund, the Settlor will receive only the amount paid for an ITC, adjusted by the net investment performance of the Plan Trust, subject to a maximum return of 2% per annum and a maximum loss of zero percent (0%) per annum (in each case, compounded annually).

The Settlor has no right to or interest in any investment returns on the purchase price of ITCs beyond such limits. Generally, investment returns, or losses will accrue to the account of the Participating Institution upon enrollment.

### **2. No Ability to Direct Investments**

Investment decisions concerning Plan Trust assets will be made by the Plan Sponsor's Investment Committee. Settlers and Beneficiaries have no ability, either directly or indirectly, to control, direct or influence investment decisions made by the investment committee.

### **3. Refunds Limited to Assets of Plan Trust**

The Plan Trust is the sole source of refunds under the Plan. There can be no assurance that there will be sufficient funds in the Plan Trust to satisfy all refund requests under all circumstances.

### **4. Transferability**

The Settlor may change the Beneficiary of an Account by submitting such change to the Plan Administrator in a form specified by the Plan Administrator. The new Beneficiary must be a Family Member of the Beneficiary that is being replaced. See the definition of "Family Member" in the Glossary at the back of this Disclosure Statement. Otherwise, the Settlor may not transfer or assign any interest in the Contract, ITC, any annual tuition benefits available under the ITC or any right or interest therein. No ITC or right or interest in an Enrollment Agreement, Account, or ITC may be used as security for a loan or any other obligation. Any attempt to do so will be void.

### **5. Limited Liquidity**

The purchase of an ITC should be viewed as a commitment to the future education of the Beneficiary. Once an ITC has been purchased, the Owner may not obtain a refund without suffering adverse tax consequences except in limited circumstances. Moreover, unless the Beneficiary dies, a Settlor of an ITC may not request a refund from the Plan for three full years from the Issue Date.

### **6. Withdrawal of a Participating Institution**

Participating Institutions may withdraw from the Plan at any time. If a Participating Institution withdraws, it has no obligation to honor ITCs purchased *after* it has withdrawn, although institutions that have withdrawn from the Plan continue to be obligated to accept ITCs purchased at any time prior to their withdrawal from the Plan. If a Beneficiary attends a withdrawn Participating Institution, the Beneficiary will not be able to use ITCs at that Participating Institution if they were purchased following the effective date of such withdrawal.

7. Partial Redemption or Refund

An Account consists of all ITCs having the same owner and the same Beneficiary. If an Account has more than one Eligible ITC for a Beneficiary and the Settlor redeems, or requests a refund of, less than the full amount of those certificates, the amount of the redemption or refund will be taken on a pro rata basis of the Eligible ITC(s) held in the Account. Because the Settlor cannot choose to redeem or have a refund paid from a particular Eligible ITC, redemption proceeds may come from a particular Eligible ITC that would be more valuable if held and later redeemed to pay for Tuition in the future.

8. Rate of Return

ITCs are valuable primarily because of the educational services they can purchase. The portion of Tuition at a Participating Institution for a particular year that may be paid through redemption of an ITC remains constant, regardless of external rates of inflation or deflation. ITCs do not reflect any minimum or specific rate of return on amounts paid for their purchase, except to a limited extent in case of refund. It is possible that, if you invested the funds on your own instead of using those amounts to contribute towards the purchase of ITCs, you could earn a return that would exceed the value of the prepaid Tuition covered by an ITC.

9. Consequences of Not Attending a Participating Institution

In the event that the Beneficiary does not attend a Participating Institution (e.g., the Beneficiary enrolls at an educational institution that is not a Participating Institution) or is otherwise unable to use ITCs, the Owner may request a refund. As noted above, the Refund Value does not provide a meaningful rate of return and may not be sufficient to cover the costs of attending another institution. Further, the Owner will have lost the opportunity to invest the prepaid amounts in investments that could have yielded a higher rate of return.

10. Termination Risk

In the event the Plan Sponsor determines that the Plan cannot continue to operate on a sound financial basis, the Plan Sponsor may discontinue operation of, and subsequently terminate, the Plan. If the Plan is terminated, a termination plan will be developed, and all outstanding ITCs will remain useable for payment of Tuition or refund for at least 20 years from the date of purchase.

11. Changes in Terms

The Plan has been designed based on laws, rules and regulations currently in effect as of the date of this ITC Plan Disclosure Statement. Key terms may be affected by future changes in such laws, rules and regulations. In addition, the Enrollment Agreement may be amended by the Plan Sponsor as necessary in order to keep the Plan qualified under Section 529 or as the Plan Sponsor may otherwise determine is advisable or necessary in the administration of the Plan. Owners will be informed of such changes and will have the option to refuse such changes by canceling their ITCs and receiving the Refund Proceeds.

12. Creditor Protection

Federal bankruptcy law provides certain creditor protection for ITCs and other assets in Section 529 plans in federal bankruptcy proceedings. Generally, ITCs will be protected for federal bankruptcy purposes if (i) the Beneficiary is the Settlor's child, stepchild, grandchild, or step grandchild (including a child, stepchild, grandchild, or step grandchild

through adoption or foster care), (ii) the purchase amounts do not exceed the Plan's maximum limits, and (iii) the purchases are made more than 365 days before the federal bankruptcy filing. However, purchases made for the same Beneficiary more than 365 days but less than 720 days before the federal bankruptcy filing are only protected up to \$7,575.

State laws may also provide creditor protections with respect to ITCs. Settlers should consult a qualified attorney for advice on how federal and state bankruptcy and debtor/creditor laws may apply to ITCs. Neither the Plan Sponsor nor the Plan Administrator makes any representations or warranties regarding creditor protections or their applicability to ITCs.

**C. Securities Law Considerations**

ITCs will not be registered under the Securities Act of 1933, the Investment Company Act of 1940 or any state or local securities laws. The Plan has received a no-action letter from the Securities and Exchange Commission staff to the effect that it would not recommend enforcement action if ITCs, as described in the no-action letter, are not registered under the Securities Act or the Investment Company Act. The Plan received similar relief from a substantial majority of state securities commissions. However, there can be no guarantee that ITCs will not be treated as securities under federal, state or local securities laws in the future.

**D. Changes in Underlying Law**

It is possible that future changes in federal or state laws or positions taken by the Securities and Exchange Commission or the IRS could adversely affect the benefits of an ITC including retroactive application of any such changes.

**E. Tax Considerations**

For a discussion of certain U.S. federal income, estate, gift and generation-skipping transfer tax consequences of Participating Institutions in the Plan, please see "Certain Tax Consequences" above.

**OBTAINING ADDITIONAL INFORMATION**

You may reach a customer service representative to answer your questions by calling us at (888) 718-7878.

**GLOSSARY**

The following terms have the meanings set forth below as used in this ITC Plan Disclosure Statement. These definitions, as with the rest of this ITC Plan Disclosure Statement, are subject to the terms of the Enrollment Application, Enrollment Agreement and other Plan documents.

(i) "Account"

Account means the account that is established for a particular Beneficiary under the Plan to record purchases, redemptions and refunds of ITCs under the Plan, where the Owner is a Trust of which neither the Settlor nor the Beneficiary is a "United States person" as defined in Section 7701(a)(30) of the Code, and where the Beneficiary is not a "United States person" as defined in Section 7701(a)(30) of the Code. The Plan Administrator shall provide additional requirements for the purchase, redemption, and refund of ITCs. Such requirements may limit eligibility for purchasing ITCs to citizens or residents of certain countries.

(ii) "Acceptance Fee"

As required in applicable markets, the fee contributed to the Market Manager for each Trust established by a Settlor who was referred by a bank or a financial institution (or their respective representatives, affiliates and successors)

identified by the Market Manager, which is located in the Market Manager's respective Territory (as defined in the Master Trust). The Acceptance Fee is provided in Exhibit 1 to the Joinder Agreement and is subject to change. The Acceptance Fee amount may be reduced, as directed by the Market Manager.

(iii) "Administrative Fee"

The Administrative Fee is an administration fee of up to three percent (3%) for the administration of the ITC, which administration fee shall be paid to the Plan Sponsor to offset costs of administration with respect to ITCs. The Plan Sponsor has authority to waive (in whole or in part) the 3% Administrative Fee.

(iv) "Applicable Fees"

The term "Applicable Fees" with respect to a contribution means, as applicable and set forth in the Joinder Agreement: (1) the Trustee's fees, costs, and charges with respect to that contribution, (2) the Acceptance Fee, and (3) the Bank Fee. The Applicable Fees relating to the establishment of a Trust are to be paid by the International Trustee from the Initial Contribution, and Applicable Fees relating to subsequent contributions are paid by the International Trustee from such funds contributed after the establishment of the Trust.

(v) "Bank Fee"

As required in applicable markets, the fee contributed to the correspondent bank for each Trust established by a Settlor who was referred by and/or assisted by such bank or financial institution in such Settlor's respective Territory (as defined in the Master Trust). The Bank Fee is provided in Exhibit 1 to the Joinder Agreement and is subject to change. The Bank Fee may not be applied with respect to the sale of any ITC without the express approval of the Plan Sponsor.

(vi) "Beneficiary"

The Beneficiary is the person named by the Settlor in the Enrollment Application (or in a form specified by the Plan Administrator) to be the recipient of the benefits provided by ITCs purchased under the Plan, and the Beneficiary may not be a "United States person" as defined in Section 7701(a)(30) of the Code.

(vii) "Code"

The Internal Revenue Code of 1986, as amended, together with the Treasury regulations, pronouncements and publications thereunder.

(viii) "Eligible ITC"

For a redemption, an ITC for which at least 36 months have passed since the Issue Date. For a refund, an ITC for which at least 36 months have passed since the Issue Date.

(ix) "Enrollment Agreement"

The Enrollment Agreement, as it may be amended, is the agreement between the Owner and the Plan Sponsor that sets forth the terms and conditions of the Plan with respect to ITC purchased under the Plan.

(x) "Enrollment Application"

The Enrollment Application is to be completed by the Settlor and submitted to the International Trustee along with purchase, to participate in the Plan and purchase ITCs. Upon its acceptance, the Enrollment Application forms a part of the Enrollment Agreement.

(xi) "Family Member"

A Family Member is a "member of the family" of the Beneficiary, as defined in Section 529(e)(2) of the Code, which currently defines a "member of the family" of a Beneficiary as a person related to that Beneficiary as follows:

(i) a son or daughter, or a descendant of either; (ii) a stepson or stepdaughter; (iii) a brother, sister, stepbrother or stepsister; (iv) the father or mother, or an ancestor of either; (v) a stepfather or stepmother; (vi) a son or daughter of a brother or sister; (vii) a brother or sister of the father or mother; (viii) a son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law or sister-in-law; (ix) the spouse of the Beneficiary or of any of the other foregoing individuals; or (x) a first cousin of the Beneficiary. For this purpose, a child includes a legally adopted child, and a brother or sister includes a half-brother or half-sister.

(xii) "Initial Contribution"

The amount of cash delivered by the Settlor to the International Trustee upon the execution of the Joinder Agreement.

(xiii) "International Trustee"

The International Trustee is the person or entity that the Plan Sponsor engages as trustee of the Trust. The current International Trustee is Alta Trust Company, a South Dakota chartered trust company.

(xiv) "Initial Trustee Fees"

Fees contributed to the International Trustee for KYC/AML screening, Trust establishment and servicing, and wire transfers. Initial Trustee Fees are provided in Exhibit 1 to the Joinder Agreement and are subject to change.

(xv) "International Tuition Certificate" or "ITC"

An ITC where the Owner is a trust of which neither the Settlor nor the Beneficiary is a "United States person" as defined in Section 7701(a)(30) of the Code, and where the Beneficiary is not a "United States person" as defined in Section 7701(a)(30) of the Code. The Plan Administrator shall provide additional requirements for the purchase, redemption, and refund of ITCs. Such requirements may limit eligibility for purchasing ITCs to citizens or residents of certain countries.

(xvi) "Investment Return Percentage"

The percentage determined by the Plan Sponsor as the net investment return, including both realized and unrealized investment gain or loss and any gain or loss attributable to a forfeiture with respect to a given ITC as a result of the application of the upper and lower collars in the calculation of Refund Value, after payment of Plan expenses, including but not limited to all federal, state and local taxes and the Plan Sponsor's (and its designees) fees, for a Plan Year.

(xvii) "IRS"

The IRS is the United States Internal Revenue Service.

(xviii) "Issue Date"

The Issue Date means, with respect to an ITC, the first date during a Plan Year that a purchase of an ITC is made.

(xix) "KYC/AML Fee"



Fee contributed to Alta to conduct Know-Your-Customer and Anti-Money Laundering screening. The KYC/AML Fee is provided in Exhibit 1 to the Joinder Agreement and is subject to change.

(xx) “Market Manager”

The Market Manager is the agent engaged by the Plan Sponsor, pursuant to the engagement agreement then in effect between such agent and the Plan Sponsor, for purposes of marketing the International Tuition Certificate program in various Territories (as defined in the Master Trust); provided that any Acceptance Fee funds distributed by the Trustee to such agent.

(xxi) “Mandatory Fees”

Mandatory Fees are amounts that the Plan is permitted by Section 529 to pay for fees that are required to be paid by all full-time undergraduate students attending the Participating Institution as a condition of enrollment. Mandatory Fees do not include the cost of books, supplies, room or board, even if these are required by the Participating Institution, nor does it cover those fees or costs that a particular Participating Institution specifically excludes from coverage.

(xxii) “Owner”

The Owner is a Trust of which neither the Settlor nor the Beneficiary is a “United States person” as defined in Section 7701(a)(30) of the Code, and where the Beneficiary is not a “United States person” as defined in Section 7701(a)(30) of the Code.

(xxiii) “Participating Institution”

A Participating Institution is an educational institution that both participates in the Plan and is a member of the Plan Sponsor.

(xxiv) “Plan”

The Plan is the Private College 529 Plan International described in this ITC Plan Disclosure Statement.

(xxv) “Plan Administrator”

The Plan Administrator is the person or entity that the Plan Sponsor engages to provide administrative and other services for the Plan. The current Plan Administrator is Catalis Regulatory & Compliance, LLC, a Delaware limited liability company.

(xxvi) “Plan Sponsor”

Tuition Plan Consortium, LLC, a not-for-profit Delaware limited liability company, is the Plan Sponsor and Manager of the Plan.

(xxvii) “Plan Trust”

The Plan Trust is the Section 529 qualified trust established by the Plan Sponsor to hold and maintain the assets of the Plan.

(xxviii) “Plan Trustee”

The Plan Trustee is the person or entity that the Plan Sponsor engages as trustee of the Plan Trust. The current Plan Trustee is Alta Trust Company, a South Dakota chartered trust company.

(xxix) “Plan Year”

The first Plan Year is the period beginning September 3, 2003, and ending on June 30, 2004, and each subsequent Plan Year is the 12-month period beginning on July 1 and ending on the following June 30.

(xxx) “Qualified Higher Education Expenses”

Qualified Higher Education Expenses include tuition, fees, books, supplies, and equipment required for the enrollment and attendance of the Beneficiary at an eligible educational institution and, under certain circumstances, room and board expenses. Qualified Higher Education Expenses also include necessary expenses of a Beneficiary who is a special needs beneficiary in connection with the Beneficiary’s enrollment or attendance at an eligible institution. For this purpose, an eligible educational institution generally includes accredited postsecondary educational institutions offering credit toward a bachelor’s degree, an associate degree, a graduate-level degree or professional degree, or another recognized postsecondary credential. Effective for taxable years beginning after December 31, 2014, Qualified Higher Education Expenses also include expenses for the purchase of computer and any related peripheral equipment, computer software, or Internet access and related services, if such equipment, software, or services are to be used primarily by the Beneficiary during any of the years the Beneficiary is enrolled at an Eligible Educational Institution regardless of whether such technology or equipment is required by the Eligible Educational Institution. Effective for distributions made after December 31, 2017, Qualified Higher Education Expenses also include up to \$10,000 per taxable year for expenses in connection with enrollment or attendance at an elementary or secondary public, private or religious school.

The President signed the Setting Every Community Up for Retirement Enhancement (SECURE) Act on December 20, 2019. The SECURE Act expands the definition of Qualified Higher Education Expenses to cover costs associated with registered apprenticeships; homeschooling; up to \$10,000 of qualified student loan repayments (including those of siblings) and private elementary, secondary or religious schools.

Computer software means any program designed to cause a computer to perform a desired function. Such term does not include any database or similar item unless the database or item is in the public domain and is incidental to the operation of otherwise qualifying computer software. Computer software designed for sports, games, or hobbies is not included unless this software is predominantly educational in nature.

(xxxi) “Refund Proceeds”

The Refund Proceeds mean the amount of the Refund Value, less (i) the TTRTW Fee imposed by the International Trustee, (ii) withholding and payment of any taxes, penalties, and (iii) any other applicable administrative costs.

(xxxii) “Refund Value”

The Refund Value means, with respect to an ITC, an amount determined by starting with the applicable Certificate Purchase Price and annually compounding its value for all Plan Years the ITC was outstanding (but prorated for any period of less than a full year) by the actual Investment Return Percentage for all Plan Years the ITC was outstanding, provided that in no event shall such refund amount be:

- (a) greater than an amount determined by annually compounding the Certificate Purchase Price for all Plan Years the ITC was outstanding (but prorated for any period of less than a full year) by an assumed annual positive two percent (2%) Investment Return Percentage, or
- (b) less than an amount determined by annually compounding the Certificate Purchase Price for all Plan Years the ITC was outstanding (but prorated for any period of less than a full year) by an assumed annual zero percent (0%) Investment Return Percentage.

In the event the refund amount calculated using the actual Investment Return Percentage is greater than the amount determined pursuant to subsection (i) above, the refund amount shall be deemed to be the amount calculated under subsection (i) above. In the event the amount calculated using the actual Investment Return Percentage is less than the amount determined pursuant to subsection (ii) above, the Refund Value shall be deemed to be the amount calculated under subsection (ii) above. The refund amount of an ITC shall be determined without regard to the Issue Date.

Upon completion of the above-listed calculations, the "Refund Value" shall be computed by reducing the above-calculated refund amount by an Administrative Fee of up to three percent (3%) for the administration of the ITC, which shall be paid to the Plan Sponsor to offset costs of administration with respect to ITCs. The Plan Sponsor has authority to waive (in whole or in part) the 3% Administrative Fee, as permitted under Code Section 529.

(xxxix) "Sample Schools"

Up to ten Sample Schools can be chosen from the list of Participating Institutions and it is to be used for informational purposes only. The list of Sample Schools is available to Owners as a way to show how much Tuition has been prepaid at those particular Participating Institutions. The identification of Sample Schools will have no effect on a Beneficiary's chances of admission to, continued enrollment at or graduation from one of his or her "Sample Schools."

(xl) "Schedule"

Schedule of Participating Institutions.

(xli) "Section 529"

Section 529 of the Code.

(xlii) "Section 529 Plan"

A qualified tuition program established and maintained under Section 529 of the Internal Revenue Code of 1986, as amended, to be used for Qualified Higher Education Expenses.

(xliii) "Settlor's Successor"

The Settlor's Successor is an individual who is designated either by the Settlor as provided in Section 2H(1) of the Master Trust or by the Estate Representative of the Settlor as provided in Section 2H(2) of the Master Trust to succeed, upon the Settlor's death, to the rights, powers, and obligations of the Settlor with respect to a Trust under the Master Trust. A designated Settlor's Successor shall not become the successor Settlor of a Trust under the Master Trust without the approval of the International Trustee as provided in Section 2H of the Master Trust.

(xliv) "Tuition"

Tuition is the amount of Tuition and Mandatory Fees required to be paid by undergraduate students for full-time attendance at a Participating Institution.

(xlv) "Tuition Certificate"

A Tuition Certificate represents the amount of Tuition prepaid by an Owner in a given Plan Year. All purchases made by the Settlor to the Plan for a single Beneficiary during a single Plan Year will be aggregated and recorded as the purchase of a single Tuition Certificate under an Account.

(xlvi) "Tuition Rate"

The Tuition Rate for any Participating Institution is the amount, as determined each Plan Year by that Participating Institution, that will be charged to Beneficiaries who enroll at the Participating Institution and redeem ITCs purchased during that Plan Year to pay for Tuition.

(xxxix) "Website"

<https://www.pc529international.com>

#### **PRIVACY POLICY**

The Privacy Policy for the Plan Sponsor may be found at: <https://www.pc529international.com/privacy-policy/>.

**EXHIBIT A**

**Amended & Restated Enrollment Agreement**

**PRIVATE** 

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**COLLEGE 529 PLAN**  

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**International**

**AMENDED AND RESTATED ENROLLMENT  
AGREEMENT OF  
TUITION PLAN CONSORTIUM, LLC**

**(for International Tuition Certificates Issued in Plan Years  
Beginning on and after July 1, 2010)**

**Dated as of July 1, 2024**

## IMPORTANT NOTICES

Participation in Private College 529 Plan International (the “**Plan**”) does not influence or guarantee admission to any college or university.

The information contained herein is subject to change without notice. This material is provided for general and educational purposes only, and is not intended to provide legal, tax or investment advice, or for use to avoid penalties that may be imposed under U.S. federal tax laws. Contact your attorney or other advisor regarding your specific legal, investment or tax situation.

The Plan is established and maintained by Tuition Plan Consortium, LLC (“**TPC**”). TPC has engaged the Administrator to provide certain administrative and recordkeeping services on behalf of the Plan. Participation in the Plan does not guarantee admission to any college or university, nor does it affect the admissions process. Tuition Certificates are not insured or guaranteed by the FDIC, TPC, any governmental agency or the Administrator or its affiliates. However, Tuition Certificates are guaranteed by participating colleges and universities solely for tuition and mandatory fee credits.

Purchasers should carefully consider the risks associated with purchases and refunds of Tuition Certificates. The Private College 529 Plan International Tuition Certificate Disclosure Statement, and the Enrollment Agreement, contain this and other information about the Plan, and may be obtained by visiting <https://www.pc529international.com/>. Purchasers should read these documents carefully before purchasing a Tuition Certificate.

Private College 529 Plan International is a service mark of TPC.

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**AMENDED AND RESTATED ENROLLMENT  
AGREEMENT OF  
TUITION PLAN CONSORTIUM, LLC  
(FOR TUITION CERTIFICATES ISSUED IN PLAN YEARS BEGINNING ON AND  
AFTER JULY 1, 2010)**

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**AMENDED AND RESTATED ENROLLMENT  
AGREEMENT OF  
TUITION PLAN CONSORTIUM, LLC  
(Terms and Conditions of Owner Enrollment in Prepaid Tuition Plan)**

**Section 1. Introduction**

This AMENDED AND RESTATED ENROLLMENT AGREEMENT (this “**Enrollment Agreement**”) incorporates the Private College 529 Plan International Tuition Certificate Disclosure Statement (the “**Plan Disclosure Statement**”) and Schedule of Participating Institutions and Tuition Rates and, together with your Enrollment Application (collectively, the “**Contract**”), upon acceptance by the Plan Sponsor in accordance with Section 2.1, constitutes a legally binding contract for the purchase of a Tuition Certificate providing Annual Tuition Benefits. The Contract is between you and Tuition Plan Consortium, LLC, the Sponsor of the Plan (the “**Plan Sponsor**”) on behalf of the Participating Institutions. Capitalized terms used in this Enrollment Agreement are defined herein or in the Definition Section at the end of this Enrollment Agreement. The Contract may from time to time be amended by the Plan Sponsor through Plan regulations or revisions in other documents relating to the Contract, and those amendments shall be incorporated automatically into the Contract, and copies of any such amendments will be available on the Website.

BY SUBMITTING AN ENROLLMENT APPLICATION, YOU AS PURCHASER, AND YOU, AS OWNER, AGREE TO BE SUBJECT TO THE TERMS AND CONDITIONS OF THIS ENROLLMENT AGREEMENT AND REPRESENT THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT. BY ACCEPTING AN ENROLLMENT APPLICATION, THE PLAN SPONSOR AGREES TO THE TERMS AND CONDITIONS OF THIS ENROLLMENT AGREEMENT WITH RESPECT TO THE PLAN.

This Enrollment Agreement sets forth the rights, responsibilities, and duties that you and the Plan Sponsor each have under the Plan regarding the money that you pay to purchase a Tuition Certificate for Annual Tuition Benefits.

**Section 2. Prepaid Tuition Contract**

2.1 Purchasing a Tuition Certificate. In order to apply to purchase a Tuition Certificate, you must submit an online Enrollment Application to the Plan Sponsor via the Website. If your Enrollment Application is in good order and accepted by the Plan Sponsor, you will receive a confirmation confirming your purchase of a Tuition Certificate. If your Enrollment Application is not accepted by the Plan Sponsor, you will be notified of the deficiency.

2.2 Returned Items. A fee may be assessed for any purchases returned for non-sufficient funds. The Plan Sponsor reserves the right to collect, electronically or in any other manner, any check returned for “Non-Sufficient Funds” or “Uncollected Funds.”

2.3 Issuance of Tuition Certificate for Plan Year. One Contract will be entered for all purchases made by you for a single Beneficiary during each Plan Year, and one Tuition Certificate will be issued under the Contract in the face amount of the total purchases made by you for the

Beneficiary under the Contract during such Plan Year. In the event that payments toward the purchase of Tuition Certificates are less than \$1,000 within 2 years of opening your Account, the purchase amount will be returned to you without interest and your Contract will be terminated.

2.4 Method of Purchase. All purchases must be made electronically.

2.5 Deposit of Certificate Purchase Price Payments. The Plan Sponsor shall, upon receipt, promptly deposit all Certificate Purchase Price payments into the Plan Trust. All such purchase amounts held by the Plan Sponsor shall be held for the benefit of the Beneficiary and directly deposited into the Plan Trust.

2.6 Tuition Certificates. TPC may provide additional requirements for the purchase, redemption, and refund of Tuition Certificates. Such requirements may limit eligibility for purchasing Tuition Certificates to citizens or residents of certain countries.

### **Section 3. Annual Tuition Benefits**

3.1 Tuition Certificates; Book-Entry Form. The Annual Tuition Benefits you have purchased are evidenced by Tuition Certificates. One Tuition Certificate will be issued to an Owner for an identified Beneficiary for each Plan Year. The right to a refund under a Tuition Certificate belongs to the Owner of the Tuition Certificate, regardless of the source of funds used to purchase or make payments on the Tuition Certificate. The right to use the Tuition Certificate for Annual Tuition Benefits belongs to the Beneficiary subject to the Owner's consent to the use of such Tuition Certificate. The existence of a Tuition Certificate does not create a right to, or interest in, any portion or share of Plan assets or earnings including any such assets or earnings held in the Plan Trust. Tuition Certificates will be maintained in book-entry form by the Plan Sponsor and you will receive evidence of the Certificates owned by you in the form of statements sent to you by the Plan Sponsor pursuant to Section 3.3.

3.2 Annual Tuition Benefits. A Beneficiary will be entitled to Tuition Credit, in any Applicable Academic Period that is within a Qualifying Period, in an amount equal to a Designated Portion of the Annual Tuition Benefits Balance evidenced by a Tuition Certificate. Annual Tuition Benefits may be applied only after admission and enrollment of the Beneficiary at a Participating Institution that was a Current Participating Institution (as defined in the Tuition Plan Agreement) in the Plan Year of issuance of the Tuition Certificate or in any subsequent Plan Year. The Plan Sponsor shall make available, via the Website, information identifying the Current Participating Institutions related to Tuition Certificates issued in each Plan Year. To receive Tuition Credit, the Owner must notify the Plan Sponsor by logging into the Website and specify the Designated Portion of the Annual Tuition Benefits Balance to be used at the specified Participating Institution for the Applicable Academic Period. Upon receipt of such notice, the Plan Sponsor will notify the selected Participating Institution of the amount of Annual Tuition Benefits that shall be applied for the Beneficiary at the Participating Institution.

3.3 Statements. Owner will receive from the Plan Sponsor a quarterly statement (based on Owner's delivery preference) showing the Issue Date of and any activity on a Tuition

Certificate. Such activity may include the payments, refunds, and remaining Annual Tuition Benefits. Quarterly statements will only be issued for Accounts where one or more financial transactions (withdrawals, refunds or contributions) has occurred during the applicable quarter. Annual statements will be issued to all Accounts.

3.4 Fees and Costs not Covered by Annual Tuition Benefit. Any fees and costs payable by students at a Participating Institution other than Mandatory Fees are not covered by the Annual Tuition Benefit. The Beneficiary is responsible for payment of any such additional fees and costs. Nothing in the Contract will affect or limit the amount of tuition or fees charged by a Participating Institution that is not paid for by application of a Tuition Certificate. See, Annex A.

3.5 Annual Tuition Benefits Available Only in a Qualifying Period. Annual Tuition Benefits under a Tuition Certificate may be applied for Tuition Credit only in a Qualifying Period.

3.6 No Additional Promises or Guarantees.

(i) Nothing in the Contract will be construed as a promise or guarantee by the Plan Sponsor, the Participating Institutions, or any other Person associated with the Plan that a Beneficiary has any rights other than those expressly specified in the Contract or that a Beneficiary will be:

1. admitted to any Participating Institution,
2. admitted to a particular Participating Institution,
3. allowed to continue to attend a Participating Institution after having been admitted, or
4. graduated from a Participating Institution.

(ii) Nothing in this Contract will be construed as a promise or guarantee by the Plan Sponsor, the Participating Institutions, or any other Person associated with the Plan:

1. that a particular Participating Institution will be in existence at the time a Beneficiary is prepared to matriculate; or
2. regarding the treatment of a Tuition Certificate for financial aid purposes.

#### **Section 4. Contract Termination and Refunds**

4.1 Partial or Complete Refund of Tuition Certificate by Request from Owner. At any time after the third anniversary of the Issue Date of a Tuition Certificate, an Owner for any reason may request partial withdrawal or complete termination of a Tuition Certificate by logging into the Website and submitting a Withdrawal Request. In such event, the Owner will be entitled to receive a direct payment of the Refund Value of the redeemed portion of the Tuition Certificate surrendered in accordance with the provisions of Section 4.3. A properly submitted Withdrawal

Request for total surrender of a Tuition Certificate shall completely terminate the Contract for the outstanding Tuition Certificate.

4.2 Termination by the Plan Sponsor. The Plan Sponsor may terminate your rights or interest in a Contract (including any related Tuition Certificate) upon its determination that you have made material misrepresentations in the Enrollment Application or have acted fraudulently with respect to the Plan. In the event that your Contract is terminated pursuant to this Section 4.2 you shall receive Refund Value less, in the discretion of the Plan Sponsor, any fees, costs, expenses (including reasonable attorney fees) and damages resulting either directly or indirectly from such misrepresentation or fraud. The Plan Sponsor's determination of any such fees, costs, expenses and damages shall be conclusive, provided however that any such charges shall be reasonable in amount and a written notice itemizing such charges shall be provided to you.

4.3 Timing and Payment of Tuition Certificate Refunds.

(i) If the Plan Sponsor receives from any Owner a properly submitted Withdrawal Request, the Plan Sponsor shall direct the trustee of the Plan to make payment of the Refund Value or Designated Portion thereof within ten (10) business days following the Plan Sponsor's receipt thereof. Payments of Refund Value will be made payable to the order of the Owner of record with the Plan Sponsor of the Tuition Certificate in accordance with the terms of the Contract. In no event shall the Plan Sponsor, a Participating Institution, or any Person other than the Plan Trust be responsible or otherwise be deemed or construed to be liable in any way to any Person, including but not limited to the Purchaser, Owner, or any Beneficiary, for any payment of any Refund Value provided that nothing in this Section 4.3(i) shall be deemed to relieve a Participating Institution of its obligation to refund unapplied tuition pursuant to Section 4.3(ii).

(ii) If a Designated Portion of the Annual Tuition Benefits under a Tuition Certificate have been applied for Tuition Credit by a Beneficiary and thereafter such Beneficiary withdraws from one or more courses, or for any reason fails to complete an academic term for which such Designated Portion of the Annual Tuition Benefits have been applied, the Beneficiary will be entitled to a refund with respect to such Designated Portion of the Annual Tuition Benefits only from the Participating Institution at which the Beneficiary was enrolled in accordance with the established tuition refund policy of such institution in effect on the date the Plan Sponsor receives the Withdrawal Request, and no refund shall be payable by the Plan Sponsor, the Plan Trust, or any Person other than the Participating Institution.

(iii) Notwithstanding that pursuant to the Tuition Plan Agreement and the Consortium Agreement (as defined in the Tuition Plan Agreement) a successor company must be organized to act as Plan Sponsor of the Plan in the event the Plan Sponsor is dissolved at a time when there are Tuition Certificates outstanding. In the event that, at the time an Owner desires to properly submit a Withdrawal Request in connection with a claim for Refund Value and the Plan Sponsor has been dissolved and no successor Plan Sponsor has been formed, the Owner may properly submit a Withdrawal Request directly to the trustee of the Plan Trust and the trustee shall make payment of the Refund Value or Designated Portion thereof within ten (10)

business days following the trustee's receipt thereof. Any such payments of Refund Value will be made payable to the order of the Owner of record of the Tuition Certificate in accordance with the terms of the Contract.

## **Section 5. Change of Beneficiary**

### **5.1 Change of Beneficiary.**

(i) In completing your Enrollment Application, you have identified a Beneficiary for the Annual Tuition Benefits purchased. In such case, you may change the Beneficiary on a Tuition Certificate to an Eligible Substitute Beneficiary who shall become the new Beneficiary under such Tuition Certificate, by completing, executing, and delivering to the Plan Sponsor the forms specified by the Plan Sponsor. The forms will identify and verify the eligible status of the individual who is to be substituted as the Beneficiary.

(ii) If all of the foregoing conditions are satisfied, the Eligible Substituted Beneficiary will become the Beneficiary of the Tuition Certificate, and all references in the Contract to the Beneficiary will be deemed to refer to the Eligible Substitute Beneficiary for all purposes. It is your responsibility to notify the Plan Sponsor of any change of your address or the identity of the Beneficiary.

**5.2 Voluntary or Involuntary Assignment.** You may not transfer or assign your ownership interest in the Contract, Tuition Certificate, any Annual Tuition Benefits available under the Tuition Certificate or any right or interest therein; provided, however, that the Board may from time to time resolve to authorize specified transfers of Tuition Certificates issued to Owners residing in identified foreign jurisdictions ("**Transferable Tuition Certificates**"). If the Board so resolves to authorize Transferable Tuition Certificates, the Administrator shall issue appropriate notices regarding permitted transfers of Transferable Tuition Certificates (each, a "**Transfer Notice**"). Any purported assignment of a Tuition Certificate that is not a Transferable Tuition Certificate or is not in accordance with an applicable Transfer Notice will be void and without effect.

## **Section 6. Expiration of Rights.**

With respect to each Tuition Certificate, all rights under the Contract, the Tuition Certificate, and the Annual Tuition Benefits of a Purchaser, Owner, Beneficiary, or any other party claiming under or through such persons shall expire and cease to exist at the first to occur of the following:

- (i) such time as all Annual Tuition Benefits purchased under the Tuition Certificate have been used or refunded; or
- (ii) thirty (30) years have elapsed from the Issue Date of the Tuition Certificate.

At least one (1) year prior to the expiration date, the Plan Sponsor will send a notice of the expiration date to the Owner of record at the time, at the Owner's delivery preferences on file with the Plan Sponsor (or, if no preference is specified, the Owner's most current address on file

with the Plan Sponsor), provided, however, this one (1) year notice requirement will not be applicable with respect to a Tuition Certificate issued more than nineteen (19) years prior to the date of a Plan termination described under Section 7.3(iii) of this Agreement which shall be controlled by Section 7.3(iii). Upon expiration of a Tuition Certificate, the Plan Sponsor will send a notice of expiration to the last known address of the Owner. Upon expiration of a Tuition Certificate, any Refund Value in an expired Contract, Tuition Certificate or Annual Tuition Benefit shall be held in escrow without further gain in value whether by interest or otherwise, for the benefit of a lawful claimant thereto until such time such amounts are claimed by written notice to the Plan Sponsor from the Owner or until a disposition thereof is required under statutory escheatment provisions or other laws of the State of New York.

## **Section 7. Miscellaneous Provisions**

7.1 Notices, Changes and Choices. All notices, changes, and selections made by you under the Contract must be submitted electronically or in writing, signed by you and received by the Plan Sponsor. The Plan Sponsor may act upon such notices, changes or selections without verifying the authenticity or validity thereof. If such a notice, change, or selection is in a form acceptable to the Plan Sponsor, it will be treated as effective as of the date received by the Plan Sponsor. It is your responsibility to notify the Plan Sponsor of any change of your address.

7.2 Successor Owner. The Owner may not designate a successor.

7.3 Understanding of Agreement. It is understood and acknowledged by the parties that:

(i) In consideration for the Annual Tuition Benefits you have purchased, all purchases made by you under the Contract are irrevocable and non-refundable except as expressly provided under the Contract. Your rights in the Plan are limited to the Annual Tuition Benefits purchased, and you shall not be entitled to anything else with respect to such Annual Tuition Benefits except for any refund that may become payable to you in accordance with the terms of the Contract. Notwithstanding anything to the contrary contained herein, pursuant to Section 10.2 of the Tuition Plan Agreement, you have certain rights against a Participating Institution for failure to accept a valid and outstanding Tuition Certificate in accordance with Sections 3.5 and 4.2 of the Tuition Plan Agreement, or failure to tender a rightfully requested refund of unapplied tuition pursuant to Section 4.3 of the Tuition Plan Agreement.

(ii) The Contract entitles you, on the terms and conditions set forth herein, to obtain credit against the cost of future educational services for your Beneficiary and/or rights to a refund payment in cash equal to the Refund Value of the Tuition Certificate to which the Contract applies. These benefits may have a value at the time of receipt which may be more or less than the original amount paid for the Tuition Certificate. Neither the Contract nor the Tuition Certificate constitutes a debt, loan, or similar type of fixed-sum obligation owing to any party.

(iii) In the event the Plan Sponsor determines that the Plan cannot continue to operate upon a sound financial basis, the Plan Sponsor may, subject to the provisions of this

Section 7.3(iii), discontinue operation of the Plan. In that event, the Plan Sponsor will develop an appropriate termination plan setting forth the date on which the Plan, subject to the provisions of this Section 7.3(iii), will terminate (the “**Administrative Termination Date**”) and providing for the fulfillment of or payment on Plan obligations under outstanding Contracts, taking into consideration the resources then available under the Plan Trust for Plan obligations; provided that under any such termination plan, Participating Institutions will continue to be obligated to accept and honor outstanding Tuition Certificates in payment for educational services, with respect to each Tuition Certificate, until the later to occur of: (x) twenty (20) years from the Issue Date of the applicable Tuition Certificate, (y) the twenty second (22nd) birthday of the Beneficiary of such Tuition Certificate on the Administrative Termination Date, or (z) one (1) year from the Administrative Termination Date. In no event shall the Administrative Termination Date be a date prior to the date on which the Board adopted a resolution to terminate the Plan pursuant to this Section 7.3(iii). If the Plan is discontinued as described in this Section 7.3(iii):

1. the Plan Sponsor will send a notice of the new expiration date for each Tuition Certificate to the Owner of record, based on the Owner’s delivery preferences on file with the Plan Sponsor, which notice shall set forth the Refund Value for the Tuition Certificate and the procedures to be used by the Plan Sponsor in the case of a redemption pursuant to this Section 7.3(iii);
2. the termination plan may provide that each Tuition Certificate issued more than twenty (20) years prior to the Administrative Termination Date be redeemed at its Refund Value as set forth in the notice of Plan Termination; provided, however, that no Tuition Certificate shall be redeemed for its Refund Value if such Tuition Certificate is “currently in use.” For purposes of this paragraph “**currently in use**” means a Tuition Certificate having a Beneficiary who is enrolled at a Participating Institution on the Administrative Termination Date (or becomes enrolled at a Participating Institution within one year following the Administrative Termination Date) and which is utilized within five (5) consecutive Plan Years following the Administrative Termination Date provided, however, that for purposes of this Section 7.3(iii) the term “**Beneficiary**” shall mean only the Beneficiary named on such Tuition Certificate on the Administrative Termination Date;
3. notwithstanding anything to the contrary contained herein, no Tuition Certificate will be honored after the expiration of its Qualifying Period as set forth in Section 3.5 of this Enrollment Agreement. In the event of the discontinuance of the Plan, no claim shall be made under any Contract against the Plan Sponsor, the Plan, a Participating Institution, the Plan Trust or any other Person for any obligations other than as set forth herein by the termination plan developed by the Plan Sponsor in conformity with this Section 7.3(iii).



7.4 Grievances. An Owner or Beneficiary must first seek relief from the procedures and policies of the Plan Sponsor by filing a petition with the Plan Sponsor on a form specified by the Plan Sponsor. If the Purchaser, Owner or Beneficiary disagrees with the decision of the Plan Sponsor, the claim or dispute shall be resolved through binding arbitration in, at the discretion of the Owner or Beneficiary as the case may be,

(i) the state of New York,

(ii) the state of residence of the Owner, or

(iii) the state of residence of the Beneficiary, in accordance with the rules of the American Arbitration Association.

Judgment may be entered on the arbitrator's award in any court having jurisdiction, and the parties irrevocably consent to the jurisdiction of the courts of, and irrevocably waive any objection venue in, the jurisdiction chosen pursuant to this Section 7.4 for that purpose. The arbitrator(s) may grant injunctive relief (including specific performance) or other relief as appropriate under the circumstances.

7.5 Investment. No Purchaser, Owner or Beneficiary may direct, directly or indirectly, the investment of any contributions to the Plan, Plan assets held in the Plan Trust, or any funds thereof or earnings thereon.

7.6 Interpretation. This Contract shall be interpreted under and governed by the laws of New York. This Contract shall be deemed to have been entered into in and become effective upon acceptance by the Plan Sponsor.

7.7 Language. This Agreement is executed in the English language, which shall be the controlling language for all purposes. All communications, notices, and documentation related to this Agreement shall be in English. Any translations of this Agreement or related materials provided by either party are for convenience only. In the event of any discrepancy or inconsistency between the English version and any translation, the English version shall prevail. The parties acknowledge and agree that translations of this Agreement or any related materials are not official and shall not be relied upon for any purpose. The parties shall not assert any claims or defenses based on discrepancies or inconsistencies between the English version and any translation.

7.8 Section Headings. All section headings used in the Contract are for reference purposes only and shall not be construed as having any meaning.

7.9 Severability. In the event that any clause or portion of the Contract is found to be invalid or unenforceable by a court of competent jurisdiction, that clause or portion shall be severed from the Contract and the remainder of the Contract shall remain in full force and effect.

7.10 Entire Agreement. The Contract, together with your rights as a designated third-party beneficiary under the Tuition Plan Agreement pursuant to Section 10.2 thereof, and any

notice of amendments or changes to the Contract which have been made available to the Owner, is the entire and exclusive statement of the agreement between the parties, and supersedes any and all prior agreements, oral or written, and any communications between the parties relating to the Plan or the Contract. You are also an intended third-party beneficiary under an agreement between the Plan Sponsor and the colleges and universities participating in this prepaid tuition Plan regarding a commitment of each such participating educational institution to provide appropriate tuition credit for Tuition Certificates properly tendered. Your rights as an intended third-party beneficiary under Section 10.2 of the Tuition Plan Agreement are limited to the ability to bring an action in arbitration to compel a Participating Institution:

(i) to provide Tuition Credit upon tender of a Tuition Certificate in accordance with Sections 3.5 and 4.2 of the Tuition Plan Agreement, or

(ii) to provide a refund pursuant to Section 4.3 of the Tuition Plan Agreement upon the withdrawal by the Beneficiary after receipt by the Participating Institution of the applicable Tuition Certificate Proceeds (as defined in the Tuition Plan Agreement).

7.11 Amendments; Waiver. The Plan Sponsor may from time to time unilaterally amend the Contract or Tuition Certificate for changes the Plan Sponsor deems necessary or reasonable for the operation of the Plan, including but not limited to changes in its administrative procedures, transaction fees, and other administrative methods and procedures. Any such change shall apply to all Contracts and Tuition Certificates outstanding as of the time of such amendment. If a Purchaser or Owner chooses not to be bound by any such amendment, it may elect to cancel the Contract and receive the Refund Value for any Tuition Certificates issued under the Contract in accordance with the terms hereof.

No failure to exercise and no delay in the exercise of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof, or the exercise of any other right. Any provision of this Enrollment Agreement may be waived with respect to an Owner or Beneficiary at any time by the Plan Sponsor in its sole discretion or the Plan Sponsor may consent to departures therefrom; provided that the Plan Sponsor shall have first received an opinion of counsel to the Plan Sponsor, in form and substance satisfactory to the Plan Sponsor, to the effect that such waiver (a) does not violate any applicable state or federal law, (b) would not constitute a breach of any known legal obligation of the Plan or the Plan Sponsor, (c) would not violate federal or state securities or blue sky laws applicable to the Plan or any Tuition Certificate if any, (d) would not adversely affect the tax exempt status of the Plan under the Code, and (e) would not require the Plan Sponsor or any director or officer of the Plan Sponsor to register as an investment adviser under the Investment Advisers Act of 1940, as amended, or to register as an investment company under the Investment Company Act of 1940, as amended. No waiver of any provision of this Enrollment Agreement, or consent to departure therefrom, shall be effective unless in writing and signed by the waiving or consenting party and no such consent or waiver shall extend beyond the particular case and purpose involved. No notice or demand given in any case shall constitute a waiver of the right to take other action in the same, similar or other instances without such notice or demand.

7.12 Force Majeure. The Plan Sponsor shall not be deemed to be in violation of the Contract if it is prevented from performing any of its obligations hereunder due to acts or conditions beyond its control such as strikes, failure of public transportation, governmental regulation superimposed after the fact, civil or military authority, acts of war or other hostilities, acts of public enemy or terrorism, accidents, fires, explosions, epidemics, or acts of God, including, without limitation, earthquakes, floods, winds, storms, or other disasters. In such an event, the intervening cause must not be through the fault of the Plan Sponsor and the Plan Sponsor is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

7.13 Tax Withholding and Reporting. Notwithstanding any other provision of the Agreement, the Plan Sponsor shall comply with any tax withholding and reporting requirements imposed by any governmental law or regulation with respect to amounts payable to any party under the Plan and shall remit amounts withheld to, and file required forms with, applicable taxing authorities. Any withheld amounts shall be deducted from payments otherwise due under the Plan. The Plan Sponsor shall determine the amount of any required tax withholding. In the event of any claim over withholding by the Plan Sponsor, relief shall be limited to an action against the applicable taxing authority for recovery of the excess amount. If an amount required to be withheld was not withheld from an actual payment, the Plan Sponsor may reduce subsequent payments by the amount of such required withholding. Each Purchaser, Owner or Beneficiary to which a purchase under Plan is to be made shall furnish to the Plan Sponsor upon request any forms or information necessary or convenient to enable the Plan Sponsor to perform its duties under this subsection.

## **Section 8. Definitions**

For purposes of the Contract, the following terms shall have the meaning set forth below:

| <b>Term</b>                            | <b>Definition</b>   |
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| <b>Account</b>                         | The account that is established under the Plan to record your purchases, redemptions and refunds of Tuition Certificates under the Plan.  |
| <b>Administrative Termination Date</b> | As defined in <u>Section 7.3(iii)</u> .   |
| <b>Administrator</b>                   | Catalis Regulatory & Compliance, LLC, or its successor engaged by TPC to provide certain administrative and recordkeeping services on behalf of the Plan.   |
| <b>Annual Education Units</b>          | For each Participating Institution:<br>(i) one-fourth of the minimum amount of Education Units required for an undergraduate degree at such Participating Institution, plus<br>(ii) any additional Education Units available to full-time students generally at such Participating Institution during an academic year without further tuition charges. |

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| <b>Annual Tuition</b>                 | For each Participating Institution, the dollar amount of undergraduate tuition charges and Mandatory Fees required to purchase Annual Education Units at such Participating Institution.  |
| <b>Annual Tuition Benefit</b>         | <p>Annual Tuition Benefit, for each Participating Institution, equals a number of Education Units at such Participating Institution equal to the Annual Education Units at such Participating Institution. The amount of Annual Tuition Benefit represented by a Tuition Certificate at a particular Participating Institution in a particular Plan Year shall be determined pursuant to the following formula:</p> <p>ATB = CPP/AT where</p> <p>ATB is the Annual Tuition Benefit;</p> <p>CPP is the Certificate Purchase Price;</p> <p>AT is the Annual Tuition in effect at that Participating Institution during the Plan Year in which the Tuition Certificate was issued.</p>                     |
| <b>Annual Tuition Benefit Balance</b> | As of any date during the effective term of a Tuition Certificate, the amount of remaining unused Annual Tuition Benefits under a Tuition Certificate.  |
| <b>Applicable Academic Period</b>     | An academic semester, academic quarter or other similar academic period falling within an academic year for which an Annual Tuition Benefit is available.   |
| <b>Beneficiary</b>                    | An individual who is not a “United States person” as defined in Section 7701(a)(30) of the Code, who is living at the time of his or her designation, who meets all eligibility requirements required by the Plan and who is either (i) designated by the Owner on the Enrollment Application to be the recipient of the Annual Tuition Benefits under a Tuition Certificate, or (ii) an Eligible Substitute Beneficiary properly designated under the change of beneficiary provisions in Section 5.1.   |
| <b>Board</b>                          | Board of Directors of the Plan Sponsor.   |
| <b>Certificate Purchase Price</b>     | The dollar amount of monies paid or credited under a Contract for the purchase of a Tuition Certificate, provided however, that immediately after any Annual Tuition Benefit represented by a Tuition Certificate is redeemed for Education Units or a partial withdrawal of a Tuition Certificate has occurred, and solely for purposes of determining the Annual Tuition Benefit Balance remaining under that Tuition Certificate and any Refund Value based thereon for that Tuition Certificate, the Certificate Purchase Price of that Tuition Certificate shall be reduced by the redeemed portion multiplied by the Certificate Purchase Price existing immediately prior to such determination. |

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| <b>Code</b>                            | Internal Revenue Code of 1986, as amended from time to time or any successor statute.   |
| <b>Contract</b>                        | The Enrollment Agreement and a signed Enrollment Application which has been accepted by the Plan Sponsor pursuant to <u>Section 2.1</u> pursuant to which Participating Institutions are to provide Annual Tuition Benefits to a Beneficiary under the terms and conditions set forth therein.  |
| <b>Designated Portion</b>              | A fraction, expressed as a percentage not in excess of 50%, of one Annual Tuition Benefit that an Owner designates for application at the Participating Institution on a particular Tuition Payment Date. In the event of a partial surrender of a Tuition Certificate, “ <b>Designated Portion</b> ” means a fraction, expressed as a percentage, equal to the amount of the Refund Value surrendered divided by the total remaining Refund Value then available in such Owner’s Account. If an Owner’s Account has more than one Tuition Certificate for a single Beneficiary and the Owner completes a transfer relating to a change in Beneficiary or requests a redemption of less than the full amount of those Tuition Certificates, then payment by the Plan for tuition will be taken on a pro rata basis from such Tuition Certificates in the Owner’s Account. The Owner cannot choose to redeem a specific Tuition Certificate. |
| <b>Education Units</b>                 | Credit hours, academic units or their equivalent at a Participating Institution.  |
| <b>Eligible Substitute Beneficiary</b> | Any person with respect to any Tuition Certificate who is a member of the family of such Tuition Certificate’s Beneficiary as defined in Section 529(e)(2) of the Code.   |
| <b>Enrollment Application</b>          | The Plan’s Enrollment Application completed by the Owner and submitted to the Plan Sponsor to apply for the purchase of Annual Tuition Benefits.  |
| <b>Investment Return Percentage</b>    | The percentage determined by the Plan Sponsor as the net investment return, including both realized and unrealized investment gain or loss and any gain or loss attributable to a forfeiture with respect to a given Tuition Certificate as a result of the application of the upper and lower collars in the calculation of Refund Value, after payment of Plan expenses, including but not limited to all federal, state and local taxes and the Plan Sponsor’s (and its designees) fees, for a Plan Year.  |
| <b>Issue Date</b>                      | With respect to a Tuition Certificate, the first date during a Plan Year that a purchase of a Tuition Certificate is made. The Issue Date of a Tuition Certificate, as determined by the Plan Sponsor, shall be final and binding absent manifest error.  |
| <b>Mandatory Fees</b>                  | Those amounts required to be paid as a condition of enrollment of all undergraduate students attending the Participating Institution in which the Beneficiary enrolls; however, the term “ <b>Mandatory Fees</b> ”  |

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|   | as used herein does not include charges for books, supplies, room or board, even if the Participating Institution to be attended by the Beneficiary requires all students to pay such charges and provided further that a Participating Institution may elect, by providing notice prior to May 1 of the next Plan Year to the Plan Sponsor, to exclude certain fees from coverage under a Tuition Certificate for the next Plan Year.  |
| <b>Owner</b>                              | A trust, of which neither the Purchaser nor the Beneficiary is a “United States person” as defined in Section 7701(a)(30) of the Code, that is designated as the owner of the Contract or to whom a Tuition Certificate is transferred in accordance with the Contract.   |
| <b>Participating Institution</b>          | A Qualifying Educational Institution which has joined the Plan by entering into the Tuition Plan Agreement with the Plan Sponsor.   |
| <b>Person</b>                             | Any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or governmental body.  |
| <b>Plan</b>                               | The Prepaid Tuition Plan, as defined and described in the Tuition Plan Agreement. The Plan is authorized under the terms and provisions of that agreement and is administered by the Plan Sponsor on behalf of the Participating Institutions.  |
| <b>Plan Sponsor</b>                       | Tuition Plan Consortium, LLC, a not-for-profit Delaware limited liability company.  |
| <b>Plan Trust</b>                         | The trust established pursuant to the Tuition Plan Agreement.   |
| <b>Plan Year</b>                          | A 12-month period from July 1 to June 30 during which any Tuition Certificate issued under the Plan is outstanding. The Plan Year of a Tuition Certificate for purposes of determining Annual Tuition Benefits shall be the Plan Year in which the Tuition Certificate was issued.  |
| <b>Purchaser</b>                          | An individual at least 18 years of age, or other Person making purchases in accordance with the Contract.   |
| <b>Qualifying Educational Institution</b> | <p>A non-profit educational organization which qualifies as an “<b>eligible educational institution</b>” within the meaning of Internal Revenue Code Section 529(e) (5) or any successor provision,</p> <ul style="list-style-type: none"> <li>(i) is an operating educational organization described in Section 481 of the Higher Education Act of 1965 (20 USC 1088),</li> <li>(ii) has a faculty and student body,</li> <li>(iii) is described within Section 170(b)(1)(A)(ii) of the Internal Revenue Code that is also a tax exempt public charity within Sections 501(c)(3) and 509(a)(1) of the Internal Revenue Code or any successor provision, and</li> <li>(iv) has received a determination of exempt status letter from the Internal Revenue Service.</li> </ul> |

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| <b>Qualifying Period</b> | With respect to any given Tuition Certificate, that period which (a) begins thirty-six (36) months after the Tuition Certificate Issue Date, and (b) ends on the 30th anniversary of such Tuition Certificate Issue Date.   |
| <b>Refund Value</b>      | <p>With respect to a Tuition Certificate, an amount determined by starting with the applicable Certificate Purchase Price and annually compounding its value for all Plan Years the Tuition Certificate was outstanding (but prorated for any period of less than a full year) by the actual Investment Return Percentage for all Plan Years the Tuition Certificate was outstanding, provided that in no event shall such refund amount be:</p> <ul style="list-style-type: none"> <li>(i) greater than an amount determined by annually compounding the Certificate Purchase Price for all Plan Years the Tuition Certificate was outstanding (but prorated for any period of less than a full year) by an assumed annual positive two percent (2%) Investment Return Percentage, or</li> <li>(ii) less than an amount determined by annually compounding the Certificate Purchase Price for all Plan Years the Tuition Certificate was outstanding (but prorated for any period of less than a full year) by an assumed annual zero percent (0%) Investment Return Percentage.</li> </ul> <p>In the event the refund amount calculated using the actual Investment Return Percentage is greater than the amount determined pursuant to subsection (i) above, the refund amount shall be deemed to be the amount calculated under subsection (i) above. In the event the amount calculated using the actual Investment Return Percentage is less than the amount determined pursuant to subsection (ii) above, the amount shall be deemed to be the amount calculated under subsection (ii) above. The refund amount of a Tuition Certificate shall be determined without regard to the Issue Date.</p> <p>Upon completion of the above-listed calculations, the "Refund Value" shall be computed by reducing the above-calculated refund amount by a three percent (3%) administration fee for the administration of the Tuition Certificate, which administration fee shall be paid to TPC to offset costs of administration with respect to Tuition Certificates. TPC has authority to waive (in whole or in part) the 3% administration fee, as permitted under Code Section 529.</p> |
| <b>Section 529 Plan</b>  | A prepaid tuition or college savings plan established and maintained in compliance with and qualifying under the provision of Section 529 of the Internal Revenue Code of 1986, as amended.   |
| <b>Student</b>           | An individual matriculated at a Participating Institution in a program of undergraduate study leading to a degree or certificate.   |

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| <b>Tuition Certificate</b>    | A certificate or other evidence of certificate ownership evidencing aggregate rights to benefits under the Program accumulated by the Owner in a Plan Year, for which the Owner is a trust of which neither the Purchaser nor the beneficiary is a “United States person” as defined in Section 7701(a)(30) of the Code, and where the Beneficiary is not a “United States person” as defined in Section 7701(a)(30) of the Code.  |
| <b>Tuition Credit</b>         | For each Participating Institution, the amount of Annual Tuition Benefit that may be applied against the cost of Annual Tuition at such Participating Institution for a Beneficiary under a Tuition Certificate. A Tuition Credit shall only be applicable against Annual Tuition for an academic year which commences in the same calendar year in which the Tuition Credit is applied.   |
| <b>Tuition Payment Date</b>   | <ul style="list-style-type: none"> <li>(i) for each Participating Institution, the date the initial payment of Annual Tuition, or any portion thereof, is due from Students at such Participating Institution, and</li> <li>(ii) for each Owner of a Tuition Certificate, the date or dates on which payment of a portion of Annual Tuition for an Applicable Academic Period is due from Students at the Participating Institution in which the student is enrolled.</li> </ul> |
| <b>Tuition Plan Agreement</b> | The agreement between the Participating Institutions and the Plan Sponsor, as it may be amended, amended and restated or otherwise modified from time to time, which establishes the prepaid tuition plan.   |
| <b>Website</b>                | <a href="https://www.pc529international.com/">https://www.pc529international.com/</a> and or any successor URL selected by the Plan Sponsor.   |



#### **ANNEX A TO ENROLLMENT AGREEMENT**

Owner (A) purchases a Tuition Certificate in the face amount of \$7,500. College X is a Participating Institution in the Plan. At the time of purchase of A's Tuition Certificate, current tuition and mandatory fees at College X are \$10,000. Accordingly, the Tuition Certificate could be used to provide a credit for 75% ( $\$7,500/\$10,000$ ) of the cost of an Annual Tuition Benefit (annual tuition and mandatory fees at College X). The Tuition Certificate is held by A for 10 years. The Beneficiary (B) under that Tuition Certificate then is admitted and enrolls in College X. At the time of enrollment, current tuition and mandatory fees at College X for one academic year are \$30,000. If the entire Tuition Certificate is applied in payment of tuition and mandatory fees at the time of enrollment at College X, B will receive a tuition credit for 75% of the cost of tuition and mandatory fees for one academic year at College X.

**EXHIBIT B**

**Master Special Purpose Prepaid Tuition Declaration of Trust and Joinder Agreement**

***MASTER SPECIAL PURPOSE PREPAID  
TUITION DECLARATION OF TRUST***

***Effective: July 1, 2023***

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## **MASTER SPECIAL PURPOSE PREPAID TUITION DECLARATION OF TRUST**

This MASTER SPECIAL PURPOSE PREPAID TUITION DECLARATION OF TRUST (referred to as this “***Declaration of Trust***”) is effective as of the 1<sup>st</sup> day of July, 2023, by ALTA TRUST COMPANY, a South Dakota chartered trust company (referred to as the “***Trustee***”).

### **RECITALS**

A. TPC has established the Plan, which operates under the name Private College 529 Plan (described at the following link: <https://www.collegewell.com/private-college-529-plan/how-it-works/>). TPC is expanding its sale of prepaid tuition certificates under the Plan to include sales of International Tuition Certificates. These International Tuition Certificates allow persons to acquire, at current tuition rates, credits that can be used to offset the tuition cost of future educational services at member colleges and universities. TPC will act as the initial Trust Protector as described in Section 6 of this Declaration of Trust.

B. The Trustee enters into this Declaration of Trust for the purpose of accommodating individuals who desire to establish a trust (each resulting trust is referred to as a “***Sub-Trust***”), for the purchase of International Tuition Certificates for the benefit of a Designated Beneficiary, by adopting this Declaration of Trust through the execution of a separate Joinder Agreement, subject to the acceptance by the Trustee, and the Trustee agrees to hold, administer, and distribute income and principal of the resulting Sub-Trust in accordance with the terms of this Declaration of Trust and the separate Joinder Agreement. An individual who so establishes a Sub-Trust is referred to as the “***Settlor***” of that Sub-Trust.

C. This Declaration of Trust may be referred to as the ***Master Special Purpose Prepaid Tuition Declaration of Trust effective July 1, 2023***, and each Sub-Trust may be referred to as provided in the separate Joinder Agreement pursuant to which such Sub-Trust was established.

### **OPERATIVE PROVISIONS**

#### ***1 Adoption, Amendment and Revocation.***

##### ***1A Adoption of Trust.***

The Trustee hereby adopts the Sub-Trust on the terms and conditions of this Declaration of Trust. Capitalized terms not otherwise defined in this Declaration of Trust shall have the meanings provided in Section 7C.

##### ***1B Amendment and Revocation.***

This Declaration of Trust may be amended, and any Sub-Trust created under this Declaration of Trust may be amended, terminated, or revoked pursuant to: ***(a)*** the Trust Protector’s power to amend this Declaration of Trust under Section 6C(1), ***(b)*** the Trust

Protector's power to terminate a Sub-Trust under Section 6C(2), and (c) the Settlor's power to revoke a Sub-Trust, in whole or in part, under Section 2F.

## ***2 Sub-Trust Provisions.***

The provisions of this Section 2 shall apply to each Sub-Trust established under this Declaration of Trust.

### ***2A Creation of the Sub-Trust.***

The Settlor may create the Sub-Trust under this Declaration of Trust, effective upon completion of all of the following: (1) execution by the Settlor of a Joinder Agreement, (2) execution of the Joinder Agreement by the Trustee and acceptance by the Trustee of the trusteeship of the Sub-Trust pursuant to the Joinder Agreement, and (3) transfer by the Settlor of Cash, subject to the Trustee's acceptance, to the Trustee for the benefit of the Designated Beneficiary of the Sub-Trust as provided in the Joinder Agreement (the "***Initial Contribution***").

### ***2B Subsequent Contributions.***

Subject to the established maximum and minimum contribution limits specified in the Joinder Agreement and the Trustee's acceptance, after the Initial Contribution, the Settlor may, at any time and from time to time, contribute additional Cash to the Trustee, to be held and administered in the Sub-Trust for the purposes specified in this Declaration of Trust (each such additional contribution is referred to as a "***Subsequent Contribution***" and more than one of which are referred to as "***Subsequent Contributions***"), effective upon completion of all of the following: (1) execution by the Settlor of the Trustee's then-current form of agreement governing Subsequent Contributions (the "***Subsequent Contribution Agreement***"), (2) acceptance and execution of the Subsequent Contribution Agreement by the Trustee, and (3) transfer by the Settlor of Cash, subject to the Trustee's acceptance, to the Trustee for the benefit of the Designated Beneficiary of the Sub-Trust as provided in the Subsequent Contribution Agreement; provided, however, that the total amount contributed to the Sub-Trust (that is, the Initial Contribution and all Subsequent Contributions, net of any Applicable Fees) shall not be in excess of the amounts necessary to provide for the Qualified Higher Education Expenses of the Designated Beneficiary. The Trustee shall return any excess contributed amount to the Settlor.

### ***2C Tax Reporting and Payments.***

The Trustee shall administer each Sub-Trust established under this Declaration of Trust as a revocable Grantor Trust subject to the terms of this Declaration of Trust. The Settlor shall obtain an ITIN, when and as required for filing and reporting purposes under applicable law.

### ***2D Administration and Investment of Contributions.***

#### ***2D(1) Investment of Cash.***

To avoid the costs of annual U.S. source income tax filings for *de minimis* income, the Trustee shall deposit and hold all Cash assets of the Sub-Trust in a Cash Account. Such Cash

Account may, but is not required to be, an account established and maintained by the Trustee, and shall be non-interest bearing. Any return earned on the Cash assets in a Cash Account shall be retained by the Trustee as additional compensation.

***2D(2) Payment of Applicable Fees.***

The Trustee shall pay from the Initial Contribution and from each Subsequent Contribution (individually, a “***Contribution***” and collectively, the “***Contributions***”) the Applicable Fees owing with respect to each such Contribution. The amount of a Contribution remaining after the payment of the Applicable Fees owing with respect to that Contribution is referred to as the “***Balance of the Contribution.***”

***2D(3) Purchase of International Tuition Certificates.***

The Trustee shall apply for the purchase of one or more International Tuition Certificates with the assets of the Balance of the Contribution, as set forth in the Joinder Agreement (with respect to the Initial Contribution) or the Subsequent Contribution Agreement (with respect to any Subsequent Contribution), as provided in this Section 2D(3).

***2D(3)(a)***

The Trustee, as the Owner, shall submit an Enrollment Agreement to the Administrator for the purchase of an International Tuition Certificate, of which the Designated Beneficiary of the Sub-Trust shall be the Beneficiary, in accordance with the Tuition Plan Agreement.

***2D(3)(b)***

If an International Tuition Certificate is issued, then the Trustee shall take no knowing or intentional action with respect to the purchase, ownership, or use of any International Tuition Certificate held in the Sub-Trust contrary to the requirements of IRC section 529, and shall take no knowing or intentional action the effect of which would cause an International Tuition Certificate or the Plan to fail to meet the requirements of IRC section 529. Notwithstanding the foregoing, the Trustee shall have no duty to audit the International Tuition Certificate or the Plan to determine its compliance with IRC section 529, nor shall the Trustee have any responsibility to determine the amount of any redemption made pursuant to Section 2E, the application of the funds so redeemed and distributed, the application of funds distributed pursuant to a revocation pursuant to Section 2F, or the propriety of any instructions it receives from the Trust Protector, the Administrator, or a Settlor.

***2E Permitted Distributions.***

***2E(1) Redemption of International Tuition Certificates.***

As provided in this Section 2E(1), the Settlor may, at any time and from time to time, direct the Trustee to redeem all or a portion of any International Tuition Certificate held in the Sub-Trust to pay the Qualified Higher Educational Expenses of the Designated Beneficiary at a Participating Institution at which the Designated Beneficiary is enrolled, in accordance with and



subject to the terms, conditions, and limitations of the Enrollment Agreement and the Tuition Plan Agreement.

***2E(1)(a)***

Any direction by the Settlor pursuant to Section 2E(1) shall be given to the Trustee by the Trustee's then-current form, executed by the Settlor and delivered to the Trustee no less than 30 days and no more than 90 days before payment of such Qualified Higher Educational Expenses is to be made (a "***Redemption Notice***"). The Settlor shall furnish the Trustee with an ITIN for the Designated Beneficiary with the Redemption Notice, unless an ITIN for the Designated Beneficiary previously has been provided to the Trustee by the Settlor.

***2E(1)(b)***

Upon receipt of a Redemption Notice, the Trustee shall notify the Administrator, in accordance with the Enrollment Agreement and the Redemption Notice, of the redemption and instruct the Administrator to direct the distribution of funds held in the Plan Trust attributable to the redeemed portion of the applicable International Tuition Certificate to the Participating Institution at which the Designated Beneficiary is enrolled, in accordance with and subject to the terms, conditions, and limitations of the Enrollment Agreement and the Tuition Plan Agreement, on behalf of the Designated Beneficiary.

***2F Revocation by the Settlor.***

***2F(1) The Settlor's Power to Revoke.***

During the Settlor's lifetime, the Settlor may revoke the Sub-Trust, in whole or in part, as provided in and subject to the provisions of this Section 2F. The Settlor's powers in this Section 2F are exercisable only by the Settlor or, in the event of the Settlor's incapacity, by a guardian or other person who has unrestricted authority to exercise such powers on the Settlor's behalf.

***2F(2) Revocation Notice.***

Any revocation of the Sub-Trust, in whole or in part, by the Settlor shall be by the Trustee's then-current form (the "***Revocation Notice***"), executed by the Settlor (or on behalf of the Settlor as provided in Section 2F(1)) and delivered to the Trustee no less than 30 days and no more than 90 days before the effective date of such requested revocation. No such revocation shall affect any lawful action taken by the Trustee prior to receipt by the Trustee of the Revocation Notice.

***2F(3) Distribution Pursuant to Revocation Notice.***

Subject to the provisions of Section 2F(4), upon receipt of a Revocation Notice, and after payment of all Termination Fees, the Trustee shall, as soon as administratively feasible and following the Trustee's then-current procedures, distribute the remaining Sub-Trust assets (or, if the revocation is with respect to only a portion of the assets of the Sub-Trust, then such portion

of the remaining Sub-Trust assets): (a) to the Settlor, if the Settlor is then living, and (b) to the Estate Representative of the Settlor, if the Settlor is then deceased.

***2F(4) Special Provisions Regarding International Tuition Certificates.***

Notwithstanding the foregoing provisions of this Section 2F, if at the time of a Settlor's revocation of the Sub-Trust, in whole or in part, the Sub-Trust assets include an International Tuition Certificate that is subject, in whole or in part, to the revocation, then the provisions of Section 2I shall apply.

***2G Designated Beneficiary.***

The provisions of this Section 2G shall apply to the identification of the Designated Beneficiary and the termination of the Sub-Trust upon the death of the Designated Beneficiary.

***2G(1) Designation of the Designated Beneficiary.***

The Settlor shall designate the Designated Beneficiary of the Sub-Trust in the Joinder Agreement, which designation shall be subject to the approval of the Trustee.

***2G(2) Death of the Designated Beneficiary.***

Upon the death of the Designated Beneficiary, this Section 2G(2) shall apply.

***2G(2)(a) Notice to the Trustee of the Death of the Designated Beneficiary.***

The Settlor shall notify the Trustee of the death of the Designated Beneficiary, in a writing accompanied by a copy of the death certificate (or similar document) of the Designated Beneficiary, within 90 days after the date of the death of the Designated Beneficiary.

***2G(2)(b) Notice to the Administrator of the Death of the Designated Beneficiary.***

The Trustee shall notify the Administrator of the death of the Designated Beneficiary, in a writing accompanied by a copy of the death certificate (or similar document) of the Designated Beneficiary provided to it by the Settlor, as soon as administratively feasible, but in no case more than thirty (30) days after the Trustee's receipt of notice of the death of the Designated Beneficiary.

***2G(2)(c) Termination of the Sub-Trust.***

The Sub-Trust shall terminate upon the death of the Designated Beneficiary and, subject to the provisions of Section 2G(2)(d), after payment of all Termination Fees, the Trustee shall, as soon as administratively feasible after the Trustee's receipt of notice of the death of the Designated Beneficiary and following the Trustee's then-current procedures, distribute the remaining Sub-Trust assets: (i) to the Settlor, if the Settlor is then living, and (ii) to the Estate Representative of the Settlor, if the Settlor is then deceased.

**2G(2)(d)      *Special Provisions Regarding International Tuition Certificates.***

Notwithstanding the foregoing provisions of this Section 2G(2), if at the time of termination of the Sub-Trust upon the death of the Designated Beneficiary the Sub-Trust assets include an International Tuition Certificate, then the provisions of Section 2I shall apply.

**2H *Death of the Settlor.***

Upon receipt of notice of the death of the Settlor and receipt of evidence, satisfactory to the Trustee, of the Settlor's death, the provisions of this Section 2H shall apply.

**2H(1)      *If a Settlor's Successor is Designated by the Settlor.***

The Settlor may designate an individual as the Settlor's Successor to succeed, upon the Settlor's death, to the rights, powers, and obligations of the Settlor under this Declaration of Trust, subject to the terms, conditions, and limitations set forth in this Section 2H(1), either in the Joinder Agreement or by the Trustee's then-current form, executed by the Settlor and delivered to the Trustee, in which the Settlor identifies the designated Settlor's Successor.

**2H(1)(a)**

If the Settlor has designated a Settlor's Successor as provided in Section 2H(1), then upon the Settlor's death, the Trustee shall conduct the Bank Secrecy Act and Anti-Money Laundering reviews regarding the designated Settlor's Successor. The designated Settlor's Successor shall pay, in advance, the Trustee's fee for conducting such reviews, pursuant to the Trustee's then-applicable fee schedule.

**2H(1)(b)**

If the Trustee agrees to the succession of the designated Settlor's Successor, then the Trustee shall forward to the Administrator, in writing, the identity of the designated Settlor's Successor and the results of the Trustee's reviews under Section 2H(1)(a). The designated Settlor's Successor only shall become the successor Settlor of the Sub-Trust upon the written approval of the Trustee within one hundred eighty (180) days after the death of the Settlor; provided that, prior to the expiration of such time period, the Trustee may, but shall not be required to, notify the designated Settlor's Successor and/or the Estate Representative of the Settlor, in writing, that the designated Settlor's Successor will not be approved.

**2H(2) *If No Settlor's Successor is Designated or Approved.***

If either: (a) the Settlor did not designate a Settlor's Successor as provided in Section 2H(1), or (b) the Settlor designated a Settlor's Successor as provided in Section 2H(1), but such designated Settlor's Successor is not approved as provided in Section 2H(1)(b), then the Estate Representative of the Settlor may designate a Settlor's Successor as provided in this Section 2H(2).

### **2H(2)(a)**

Any designation by the Estate Representative of the Settlor of an individual as the Settlor's Successor to succeed, upon the Settlor's death, to the rights, powers, and obligations of the Settlor under this Declaration of Trust, shall be subject to the terms, conditions, and limitations set forth in this Section 2H(2), and shall be by the Trustee's then-current form, executed by the Estate Representative of the Settlor and delivered to the Trustee, in which the Estate Representative of the Settlor identifies the designated Settlor's Successor.

### **2H(2)(b)**

The designation of the Settlor's Successor by the Estate Representative of the Settlor pursuant to this Section 2H(2) must be delivered to the Trustee: *(i)* if the Settlor did not designate a Settlor's Successor as provided in Section 2H(1), within one hundred eighty days after the death of the Settlor, or *(ii)* if the Settlor designated a Settlor's Successor as provided in Section 2H(1), but such designated Settlor's Successor is not approved as provided in Section 2H(1)(b), then within 60 days after the earlier to occur of: *(A)* the expiration of the 180 day period provided for in Section 2H(1)(b) or *(B)* the date on which the Trustee notifies the Estate Representative of the Settlor, in writing, that the designated Settlor's Successor will not be approved.

### **2H(2)(c)**

If the Estate Representative of the Settlor has designated a Settlor's Successor as provided in Section 2H(2)(b), then the Trustee shall conduct the Bank Secrecy Act and Anti-Money Laundering reviews regarding the designated Settlor's Successor. The Estate Representative of the Settlor shall pay, in advance, the Trustee's fee for conducting such reviews, pursuant to the Trustee's then-applicable fee schedule.

### **2H(2)(d)**

If the Trustee agrees to the succession of the designated Settlor's Successor, then the Trustee shall forward to the Administrator, in writing, the identity of the designated Settlor's Successor and the results of the Trustee's reviews under Section 2H(2)(c). The designated Settlor's Successor only shall become the successor Settlor of the Sub-Trust upon the written approval of the Trustee within 60 days after the Trustee's receipt of the designation of the Settlor's Successor as provided in Section 2H(2)(b).

### **2H(3)     *If a Settlor's Successor is Not Approved.***

If the Trustee's fee for conducting the review is not paid in advance, as required in Section 2H(1)(a) or Section 2H(2)(c), or if a Settlor's Successor is not approved by the Trustee as provided in, and within the time periods provided in, Section 2H(1) or Section 2H(2), as applicable, then the Sub-Trust shall terminate.

#### ***2H(4) Distribution Upon Termination.***

Upon termination of the Sub-Trust under Section 2H(3), and subject to the provisions of Section 2H(5), after payment of all Termination Fees, the Trustee shall, as soon as administratively feasible and following the Trustee's then-current procedures, distribute the remaining Sub-Trust assets to the Estate Representative of the Settlor.

#### ***2H(5) Special Provisions Regarding International Tuition Certificates.***

Notwithstanding the foregoing provisions of Section 2H(4), if at the time of termination of the Sub-Trust, the Sub-Trust assets include an International Tuition Certificate, then the provisions of Section 2I shall apply.

#### ***2I Provisions With Respect to the Refund of an International Tuition Certificate.***

The provisions of this Section 2I shall apply with respect to: **(a)** the revocation, pursuant to a Revocation Notice, of any portion of a Sub-Trust that includes an International Tuition Certificate, as provided in Section 2F; **(b)** the termination, upon the death of the Designated Beneficiary, of a Sub-Trust that includes an International Tuition Certificate, as provided in Section 2G; **(c)** the termination, upon the death of the Settlor, of a Sub-Trust that includes an International Tuition Certificate, as provided in Section 2H; and **(d)** the termination by the Trust Protector of a Sub-Trust that includes an International Tuition Certificate, as provided in Section 6C(2).

##### ***2I(1)(a)***

The Trustee shall submit a Withdrawal Request to the Administrator, as provided in the Enrollment Agreement, requesting a payment of the Refund Value of the refunded portion of the International Tuition Certificate as determined under the Enrollment Agreement.

##### ***2I(1)(b)***

The Trustee shall administer and distribute the Refund Value after withholding and payment of any taxes, penalties, and administrative costs (the "***Refund Proceeds***") as part of the Sub-Trust assets as provided in: **(i)** Section 2F(3), in the case of the revocation, pursuant to a Revocation Notice, of any portion of a Sub-Trust that includes an International Tuition Certificate; **(ii)** Section 2G(2)(c), in the case of the termination, upon the death of the Designated Beneficiary, of a Sub-Trust that includes an International Tuition Certificate; **(iii)** Section 2H(4), in the case of the termination, upon the death of the Settlor, of a Sub-Trust that includes an International Tuition Certificate; and **(iv)** Section 6C(2), in the case of the termination by the Trust Protector of a Sub-Trust that includes an International Tuition Certificate. Any withholdings will be made at the U.S. statutory rate in effect at the time of the refund, without application of any special rates or conditions, including but not limited to any that may be available pursuant to any applicable tax treaty. The Settlor assumes all responsibility for claiming tax refunds for any amounts withheld.

***2I(1)(c)***

Notwithstanding anything to the contrary in this Declaration of Trust, the Trustee shall only submit a Withdrawal Request to the Administrator, as provided in the Enrollment Agreement, requesting a payment of the Refund Value of the redeemed portion of the International Tuition Certificate, effective after at least thirty-six (36) months have passed since the purchase of that International Tuition Certificate by the Trustee, as provided in the Enrollment Agreement.

***3 Trustee.***

The provisions of this Section 3 shall govern the designation of the Trustee and other matters pertaining to the office of the Trustee of the Sub-Trust.

***3A Initial Trustee.***

ALTA TRUST COMPANY, a South Dakota chartered trust company, shall be the initial Trustee of each Sub-Trust established under this Declaration of Trust.

***3B Appointment of Successor Trustee.***

If a Trustee resigns, is removed, or is unable to act as Trustee of a Sub-Trust established under this Declaration of Trust, then the Trust Protector shall have the power to designate a successor Trustee of such Sub-Trust by a written instrument, delivered to the designated Trustee and the Administrator. The prior Trustee shall have no obligation to return to the Sub-Trust any portion of the fees or other payments it has received prior to the termination of its status as Trustee.

***3C Removal and Replacement of the Trustee.***

The Trust Protector shall have the power to remove, with or without cause, any then acting Trustee of any Sub-Trust established under this Declaration of Trust by a written notice setting forth the effective date of such removal and delivered to such removed Trustee and the Administrator. The Trust Protector may designate a successor Trustee to replace such removed Trustee as provided in Section 3B. The removal of the sole Trustee of a Sub-Trust shall not be effective until the designation and acceptance of a successor Trustee of that Sub-Trust.

***3D Resignation of the Trustee.***

A Trustee of a Sub-Trust may resign by written notice, delivered to the Trust Protector and the Administrator, by registered mail, setting forth the effective date of such resignation, which shall be no less than 180 days after delivery of such written notice of resignation. The resignation of the sole Trustee of a Sub-Trust shall not be effective until the appointment and acceptance of a successor Trustee of that Sub-Trust.

### ***3E Appointment of a Trustee.***

The appointment of the initial Trustee of a Sub-Trust under this Declaration of Trust shall be effective only upon full and complete execution of the Joinder Agreement with respect to that Sub-Trust. The appointment of a successor Trustee of a Sub-Trust under this Declaration of Trust shall be effective only when that successor Trustee signs an acceptance of trust. Notice of the acceptance of a successor Trustee of a Sub-Trust under this Declaration of Trust shall be given by the Successor Trustee to the prior Trustee, the Trust Protector, the Administrator, and the Settlor of that Sub-Trust.

### ***3F Powers and Duties of a Successor Trustee.***

Each successor Trustee shall have the identical powers, rights, duties, and obligations of the Trustee named in this Declaration of Trust.

### ***3G Bond.***

No Trustee under this Declaration of Trust shall be required to provide a bond or other security in any jurisdiction.

## ***4 Exculpation of the Trustee.***

The Trustee shall not be accountable or responsible to any person interested in the Sub-Trust for the manner in which the Trustee shall in good faith exercise or not exercise any discretionary authority or power of the Trustee. The Trustee shall not be liable for any loss or depreciation in value occasioned by reason of any negligence, error, or mistake of judgment in entering into any transaction, in making any sale or investment, in continuing to hold any property, in making or omitting to make an adjustment to the basis of any asset, or by reason of any action or omission, whether by the Trustee or any other fiduciary, unless the Trustee has acted with gross negligence, fraud or willful misconduct, notwithstanding any law to the contrary. In the absence of proof by clear and convincing evidence (in the court then having jurisdiction over the Declaration of Trust and each Sub-Trust) to the contrary, each Trustee shall be deemed to have acted within the scope of the Trustee's authority; to have exercised reasonable care, diligence, and prudence; and to have acted impartially as to all interested persons. Absent gross negligence, fraud or willful misconduct, the Trustee is hereby exonerated from any and all liability for its acts or omissions that are directed by a Settlor, the Administrator, or the Trust Protector.

## ***5 Duties and Powers of the Trustee.***

### ***5A Records and Reports.***

The Trustee's duty to inform and report is limited as provided in this Section 5A. The Trustee shall have no duty to inform any person (other than the South Dakota Division of Banking or other applicable regulator as required by law) about the administration of a Sub-Trust, to provide any person with the material facts necessary to protect an interest in a Sub-

Trust or to respond to requests for information related to the administration of a Sub-Trust made by any person, except as provided in this Section 5A.

***5A(1) Sub-Trust Records.***

The Trustee shall maintain full and accurate records of assets, liabilities, receipts, disbursements, and all financial transactions relative to each Sub-Trust. These records shall be available for inspection at any reasonable time by the Settlor of each Sub-Trust. Upon the request of the Settlor of a Sub-Trust, the Trustee shall furnish to the Settlor a report of the trust property, liabilities, receipts, and disbursements, including a listing of the trust property's respective market values (estimated if readily ascertainable market values are not available). The Trustee shall not be required to furnish such report of a Sub-Trust more frequently than as provided in this Section 5A; however, the Trustee has discretion to furnish such report or any other summary of the trust transactions and activities, of any kind to the Settlor of a Sub-Trust at any time or times.

***5A(2) Bank Secrecy Act/Anti-Money Laundering Audits.***

The Trustee shall provide the Administrator and the Trust Protector, upon request, the Trustee's Bank Secrecy Act policy and the overall adequacy of the Trustee's Bank Secrecy Act and Anti-Money Laundering Act compliance program as indicated in the System and Organization Controls 1 or similar report obtained by the Trustee.

***5B Compensation of the Trustee.***

The Trustee shall be entitled to receive reasonable compensation from each Sub-Trust for services performed under this Declaration of Trust as part of the Applicable Fees as set forth in the Joinder Agreement (with respect to the Initial Contribution), in any Subsequent Contribution Agreement (with respect to any Subsequent Contribution), and in accordance with the Trustee's schedule of fees in effect from time to time with respect to any Termination Fees. The Trustee has the discretion to pay such compensation and such reimbursements from the assets of the Sub-Trust, without obtaining judicial authorization or approval. Notwithstanding any provision in this Declaration of Trust to the contrary, no Trustee of a Sub-Trust shall be entitled to a termination commission or any compensation, fees, or expenses claimed to be owing solely because such Trustee is resigning, being removed, or is no longer serving as Trustee for any other reason (excluding any Termination Fees, as provided in this Declaration of Trust, upon a termination of all or part of a Sub-Trust).

***5C The Trustee's Powers.***

The provisions of this Section 5C apply to each Sub-Trust and to the Trustee of each Sub-Trust. The Trustee is a directed trustee under this Declaration of Trust. Regardless of any statement to the contrary in this Declaration of Trust, in all matters, the Trustee's actions shall be undertaken at the exclusive direction of a Settlor, the Trust Protector, or the Administrator, and the Trustee shall have no obligation to question or verify the legality or prudence of any such direction. When directed by a Settlor, the Trust Protector, or the Administrator, the Trustee shall be considered an excluded fiduciary under South Dakota Codified Laws, Section 55-1B.



***5C(1) Exercise of Judgment and Powers.***

The Trustee of the Sub-Trust has the entire care and custody of all assets of the Sub-Trust as directed by the Settlor, the Trust Protector, or the Administrator. The Trustee has the power to do everything permitted under this Declaration of Trust which it has been directed to do as provided herein without necessity of any judicial authorization or approval, even though but for this power it would not be authorized or appropriate for fiduciaries under any statutory or other rule of law. If more than two Trustees are empowered to participate in the decision to exercise or not exercise any fiduciary power granted by this Declaration of Trust or by law, a majority of such Trustees shall be empowered to make such decision; provided, however, if a majority of the Trustees have delegated the power to make such decision to one or more Trustees or one or more other persons, then such decision shall be made pursuant to such delegation and without notice to any beneficiary. If two Trustees are empowered to participate in the decision to exercise or not exercise any fiduciary power granted by this Declaration of Trust, then such Trustees shall make such decision unanimously; provided, however, that if such Trustees unanimously delegated the power to make such decision to one Trustee or one or more other persons, such decision shall be made pursuant to such delegation and without notice to any beneficiary. The Trustee shall exercise the Trustee's best judgment and discretion for what the Trustee believes to be in the best interests of the Sub-Trust and the Designated Beneficiary of the Sub-Trust. The powers of the Trustee under this Declaration of Trust shall be in addition to those powers granted to a Trustee by law and may be exercised even after termination of the Sub-Trust under this Declaration of Trust until actual distribution of all trust assets.

***5C(2) Specific Powers.***

***5C(2)(a) Investment Powers.***

Except as otherwise provided in this Declaration of Trust, the Trustee has the power with respect to each Sub-Trust:

***5C(2)(a)(i)***

to exercise all powers and authority as the Owner of any International Tuition Certificate as provided in the Enrollment Agreement and the Tuition Plan Agreement; such power may be exercised as provided in Section 5C without prior or subsequent approval of any judicial authority;

***5C(2)(a)(ii)***

to deal with the International Tuition Certificates and all Cash held in the Sub-Trust estate; such power may be exercised as provided in Section 5C without prior or subsequent approval of any judicial authority; no person dealing with the Trustee shall be required to inquire into the propriety of actions the Trustee may take;

**5C(2)(a)(iii)**

Notwithstanding any duty to diversify or prudently invest any assets any applicable law, the Trustee shall have no duty to invest the assets other than in the Cash Account or International Tuition Certificates.

**5C(2)(a)(iv)**

to open, maintain, and operate accounts with custodians, financial firms, banks, or others (including any electronic, online, or internet-based accounts), and to hold the Sub-Trust assets in, and to conduct, maintain, and operate these accounts, and engage in all other activities necessary or incidental to conducting, maintaining, and operating these accounts;

**5C(2)(a)(v)**

to litigate, defend, compromise, settle, abandon, or submit to arbitration, mediation or other procedures for alternative dispute resolution any claims in favor of or against the Sub-Trust or the assets of the Sub-Trust, or disputes, including disputes concerning the interpretation of this Declaration of Trust; and

**5C(2)(a)(vi)**

to refuse to accept any asset contributed to the Sub-Trust.

**5C(2)(b)     *Administrative Powers.***

Except as otherwise provided in this Declaration of Trust, the Trustee has the power with respect to each Sub-Trust:

**5C(2)(b)(i)**

without notice to any beneficiary under this Declaration of Trust, to employ agents, attorneys-at-law, consultants, investment advisers (to whom the Trustee has the discretion to delegate the Trustee's investment authority and responsibility), other trustees and other fiduciaries in the administration of the Trustee's duties; to delegate to such persons, or to one or more of the Trustees, the custody, control, or management of any part of the assets of the Sub-Trust as the Trustee determines; and to pay for such services from the Sub-Trust, as applicable, without obtaining judicial authorization or approval;

**5C(2)(b)(ii)**

to deposit funds in any bank or trust company;

**5C(2)(b)(iii)**

to register or not register the Sub-Trust with an appropriate court of any state or otherwise and to make all decisions which relate thereto; and

**5C(2)(b)(iv)**

to make, execute, and deliver any and all such instruments in writing as shall be necessary or proper to carry out any power, right, duty, or obligation of the Trustee or any disposition whatsoever of the Sub-Trust or any asset of the Sub-Trust and to exercise any and all other powers which are exercisable by a Trustee under applicable law or which are incidental or necessary to carry out or to fulfill the terms, provisions, and purposes of the Sub-Trust.

**5C(3) Action by Trustee Pursuant to Direction.**

Notwithstanding anything to the contrary set forth in this Declaration of Trust, the Trustee shall invest the assets of each Sub-Trust solely in accordance with directions as provided in this Declaration of Trust; specifically, the Trustee shall act pursuant to the exclusive direction of the Settlor or the Trust Protector, as applicable, and shall exercise no discretion over the Sub-Trust with respect to: *(a)* the purchase of an International Tuition Certificate pursuant to Section 2D(3); *(b)* the redemption of an International Tuition Certificate pursuant to Section 2E(1); *(c)* the revocation of a Sub-Trust, in whole or in part, pursuant to Section 2F; *(d)* the termination of a Sub-Trust pursuant to Sections 2G(2) or 2H(2), or *(e)* the termination of a Sub-Trust by the Trust Protector pursuant to Section 6C(2). The Trustee shall have *(i)* no responsibility to review or question such directions or liability for following such directions or failing to take action in the absence of directions and *(ii)* no responsibility to review any investment to be acquired, held, or disposed of pursuant to such directions or to make any recommendations with respect to the disposition or continued retention of any investment. While the governing law and situs of this Declaration of Trust and each Sub-Trust is the State of South Dakota, Section 55-1B-2 of the South Dakota Codified Laws shall apply to this Declaration of Trust and each Sub-Trust, and nothing herein shall be construed in any way to diminish the Trustee's protection from liability and responsibility for investing the assets of each Sub-Trust that is provided to an "excluded fiduciary" as defined under Section 55-1B-1(5) of the South Dakota Codified Laws.

**5C(4) Prudent Investor Act Waived.**

Pursuant to Section 55-5-7 of the South Dakota Codified Laws, the application and requirements of any "Prudent Investor Act," "prudent investor rule," "prudent person rule," "prudent man rule," or any similar statute or rule of law that may be applicable is expressly waived. No Trustee or any Trust Protector shall be liable to any person for investing the assets of each Sub-Trust in reliance on the investment authority granted by this section.

## **6 Trust Protector.**

### ***6A Identity of the Trust Protector.***

The Trust Protector of each Sub-Trust under this Declaration of Trust shall be TPC. The foregoing named Trust Protector shall have the power to designate a successor Trust Protector of each Sub-Trust in the event the designating Trust Protector is unable or unwilling to act as Trust Protector of such Sub-Trust. The designating Trust Protector shall only exercise such power by a written instrument signed by the designating Trust Protector and delivered to the designated Trust Protector. If a successor Trust Protector designated as provided in this Section 6A starts to act as a Trust Protector of a Sub-Trust under this Declaration of Trust, then such Trust Protector shall have the power to designate the next successor Trust Protector of such Sub-Trust. The designating Trust Protector shall only exercise such power by a written instrument signed by the designating Trust Protector and delivered to the next successor Trust Protector. Notwithstanding the foregoing, no Trust Protector shall be *(1)* the Settlor, *(2)* the Designated Beneficiary, or *(3)* any then acting Trustee. Any designation of a successor Trust Protector shall be revocable prior to the effective date of such designation by the designating Trust Protector, and only the last unrevoked designation shall govern.

### ***6B Vacancy in Office of Trust Protector.***

If the sole Trust Protector of a Sub-Trust under this Declaration of Trust dies, or is unable or unwilling to act as Trust Protector of such Sub-Trust and if no successor Trust Protector is designated pursuant to Section 6A who is able and willing to act, then a successor Trust Protector shall be named by order of a court of competent jurisdiction upon petition by the Trustee of such Sub-Trust.

### ***6C Powers and Authority of the Trust Protector.***

The Trust Protector shall have the powers, authority, and discretion with respect to any one or more Sub-Trusts as to which the Trust Protector is then acting as set forth in this Section 6C.

#### ***6C(1) Power to Amend or Modify.***

The Trust Protector shall have the power, with respect to any one or more Sub-Trusts as to which the Trust Protector is then acting, to modify or amend the terms of this Declaration of Trust, including any Exhibit to this Declaration of Trust, with respect to such Sub-Trust in any respect determined by the Trust Protector, in the Trust Protector's discretion, to be necessary or desirable: *(a)* as a result of changes in the IRC, or the corresponding provision of any successor law, which may adversely affect the Settlor's intended dispositive plan or the tax benefits otherwise intended by the Settlor, *(b)* as a result of changes to the Plan or any of the documents related to the Plan, *(c)* to enable the Trustee to continue the effective administration of the Sub-Trust, *(d)* to enable the Trustee to exercise the authority necessary to accomplish the Settlor's intended dispositive plan or the tax benefits otherwise intended by the Settlor, *(5)* to correct a Scrivener's Error, or *(6)* to ensure that the powers, authorities, and discretions of the Trustee remain legally binding and valid under common law, state law, and federal law; provided,

however, that the Trust Protector shall have no power to amend or modify this Declaration of Trust or any Sub-Trust to increase the obligations or liability of the Trustee or to decrease the protections afforded the Trustee except as may be agreed to by the Trustee or as required by applicable law.

***6C(2) Power to Terminate.***

***6C(2)(a) Trust Protector's Discretion to Terminate.***

The Trustee shall have the power, exercisable in the Trust Protector's discretion, to terminate any Sub-Trust, in whole or in part, by a written notice to the Trustee, if: *(i)* in the Trust Protector's judgment, the purposes for which such Sub-Trust was established may no longer reasonably be accomplished due to changes in law, circumstances, or otherwise, *(ii)* the Plan Sponsor terminates the Plan or terminates the International Tuition Certificates held in the Sub-Trust, and *(iii)* the International Tuition Certificates held in that Sub-Trust have expired.

***6C(2)(b) Distribution Upon Termination.***

Subject to the provisions of Section 6C(2)(c), upon receipt of notice of the termination of a Sub-Trust pursuant to Section 6C(2)(a) and after payment of all Termination Fees, the Trustee shall, as soon as administratively feasible and following the Trustee's then-current procedures, distribute the remaining Sub-Trust assets (or, if the termination is with respect to only a portion of the assets of the Sub-Trust, then such portion of the remaining Sub-Trust assets): *(i)* to the Settlor, if the Settlor is then living, or *(ii)* to the Estate Representative of the Settlor, if the Settlor is then deceased.

***6C(2)(c) Special Provisions Regarding International Tuition Certificates.***

Notwithstanding the foregoing provisions of this Section, if at the time of termination of the Sub-Trust by the Trust Protector, the Sub-Trust assets include an International Tuition Certificate that is subject, in whole or in part, to the revocation, then the provisions of Section 2I shall apply.

***6C(3) Power to Appoint and Remove Trustee.***

The Trust Protector shall have the powers, exercisable in the Trust Protector's discretion, with respect to: *(a)* the appointment of a successor Trustee of a Sub-Trust, as provided in Section 3B, and *(b)* the removal and replacement of a Trustee, as provided in Section 3C.

***6D Limitations on the Trust Protector's Powers.***

Notwithstanding any other provision of this Declaration of Trust, the Trust Protector shall not participate in the exercise of a power or discretion conferred under this Declaration of Trust for the direct or indirect benefit of the Trust Protector, the Trust Protector's estate, the creditors of the Trust Protector, or the creditors of the Trust Protector's estate, or that would cause the Trust Protector to possess a general power of appointment within the meaning of IRC sections

2041 or 2514, nor shall the Trust Protector have the authority to amend or modify any provision of Section 2F(1).

***6E Trust Protector Not Acting in Fiduciary Capacity.***

Notwithstanding anything to the contrary set forth in this Declaration of Trust, the Trust Protector shall not be considered to be acting in a fiduciary capacity.

***6F Power to Withdraw.***

Any Trust Protector may withdraw from that role, and upon such withdrawal such Trust Protector's successor (if any) shall succeed to the vacancy so created. Each Trust Protector shall be entitled to withdraw pursuant to this Section 6F by written instrument signed by such Trust Protector and delivered to the Trustee, the Administrator, and each successor Trust Protector (if any) named under this Declaration of Trust.

***6G Renunciation of Powers.***

Any Trust Protector may permanently renounce, in whole or in part, at any time, all or any portion of any of such Trust Protector's rights, powers, discretion, privileges, interests, or benefits, whether such right, power, discretion, privilege, interest, or benefit is expressly granted in this Declaration of Trust or implied by applicable law. Once a right, power, discretion, privilege, interest, or benefit is renounced by a Trust Protector pursuant to this Section 6G, it shall no longer be exercisable by the renouncing Trust Protector or any other current or successor Trust Protector. Each Trust Protector shall be entitled to renounce pursuant to this Section 6G by written instrument signed by such Trust Protector and delivered to the Trustee, the Administrator, and each successor Trust Protector (if any) named under this Declaration of Trust, which written instrument shall specify the right, power, discretion, privilege, interest, or benefit affected and the extent to which it is renounced.

***6H Exculpation of the Trust Protector.***

A Trust Protector shall have no duty to monitor any Sub-Trust created under this Declaration of Trust to determine whether any of the powers and discretion conferred on the Trust Protector under this Section 6 should be exercised, to keep informed as to the acts or omissions of others or to take any action to minimize or prevent loss. A Trust Protector shall not be accountable or responsible to any person interested in any Sub-Trust under this Declaration of Trust for the manner in which the Trust Protector shall exercise or not exercise any right, power, discretion, privilege, interest, or benefit of the Trust Protector, whether such right, power, discretion, privilege, interest, or benefit is expressly granted to the Trust Protector in this Declaration of Trust or implied by applicable law. Absent gross negligence, fraud or willful misconduct, a Trust Protector, in that capacity, is hereby exonerated from any and all liability arising from any exercise or non-exercise by a Trust Protector of the powers and discretions conferred under this Declaration of Trust, notwithstanding any law to the contrary. In the absence of proof by clear and convincing evidence (in the court then having jurisdiction over the Declaration of Trust and each Sub-Trust) to the contrary, each Trust Protector shall be deemed to have acted within the scope of the Trust Protector's authority; to have exercised reasonable care,

diligence and prudence; and to have acted impartially as to all interested persons. A Trust Protector shall not be liable for the acts or defaults of another Trust Protector or a Trustee.

#### ***6I Bond.***

No Trust Protector under this Declaration of Trust shall be required to provide a bond or other security in any jurisdiction.

#### ***6J Submission to Jurisdiction.***

By accepting and agreeing to serve or act, the Trust Protector shall be deemed to have consented to submit to the jurisdiction of any courts in which jurisdiction and venue are proper to review the administration of this Declaration of Trust and to be made party to any proceedings in such courts that place in issue the decisions or actions of the Trust Protector.

### ***7 Miscellaneous Provisions.***

#### ***7A Tax Elections.***

The Trustee has the discretion, except as otherwise specifically provided in this Declaration of Trust, to make or forego any election with respect to any tax imposed by any government, including any election with respect to any asset of a Sub-Trust.

#### ***7B Nouns and Pronouns.***

Whenever the singular number of a noun or pronoun is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

#### ***7C Definitions.***

The term “***Administrator***” means Catalis Regulatory & Compliance, LLC, a limited liability company, or its successor engaged by the Trust Protector to provide certain administrative and recordkeeping services on behalf of the Plan.

The term “***Anti-Money Laundering Act***” means the Anti-Money Laundering Act of 2020, as it may be amended, or any successor law, as may be amended.

The term “***Applicable Fees***” with respect to a Contribution means: (1) the Trustee’s fees, costs, and charges with respect to that Contribution, as set forth in the Joinder Agreement (with respect to an Initial Contribution) or in a Subsequent Contribution Agreement (with respect to a Subsequent Contribution), as applicable, and (2) any Market Manager Fees with respect to an Initial Contribution, as set forth in the Joinder Agreement.

The term “***Balance of the Contribution***” is defined in Section 2D(2).

The term “***Bank Secrecy Act***” means the Bank Secrecy Act, 31 USC 5311 *et seq.*, as it may be amended, or any successor law, as may be amended.

The word “**Beneficiary**” means the Beneficiary, as that term is defined, in the Tuition Plan Agreement, of an International Tuition Certificate.

The word “**Cash**” means United States Dollars; the Trustee shall not accept or hold physical currency.

The term “**Cash Account**” means a non-interest bearing account.

The words “**Contribution**” and “**Contributions**” are defined in Section 2D(2).

The term “**Designated Beneficiary**” means an individual designated by the Settlor in the Joinder Agreement as the beneficiary of a Sub-Trust and as the Beneficiary of an International Tuition Certificate held by that Sub-Trust as provided in this Declaration of Trust, subject to the approval of the Trustee, as provided in this Declaration of Trust.

The Trustee’s “**discretion**” in connection with a power of the Trustee shall mean the Trustee’s sole, absolute, and uncontrolled discretion subject to the provisions of Section 5C.

The term “**Enrollment Agreement**” means the Amended and Restated Enrollment Agreement of Tuition Plan Consortium, LLC (for Tuition Certificates Issued in Plan Years Beginning on and after July 1, 2010), dated as of July 1, 2021, as amended, and as the same may be amended further, the terms of which are incorporated by reference into this Declaration of Trust with the same force and effect as though fully set forth in this Declaration of Trust.

The word “**entity**” includes, without limitation, a corporation, association, general partnership, limited partnership, limited liability partnership, joint venture, limited liability company, or other entity of any type or kind.

The term “**Estate Representative of the Settlor**” means either: (1) the individual or entity who has been formally appointed (by a court or by a governmental entity or agency with appropriate jurisdiction) as the representative of the estate of a deceased Settlor pursuant to the governing laws of that Settlor’s domicile (and evidence of such appointment, satisfactory to the Trustee in the Trustee’s discretion, has been provided to the Trustee), or (2) an individual whom the Trustee has determined, in the Trustee’s discretion, to be the appropriate recipient of the remaining assets of the Sub-Trust distributable pursuant to the terms of this Declaration of Trust.

The term “**Grantor Trust**” means a trust, the assets of which are deemed owned by its grantor (for purposes of this Declaration of Trust, the Settlor) under Sections 671 through 677 or Section 679 of the IRC.

The term “**Initial Contribution**” is defined in Section 2A.

The term “**International Tuition Certificate**” (plural, “**International Tuition Certificates**”) has the same definition provided for that term in the Tuition Plan Agreement.

The term “**IRC**” means the Internal Revenue Code of 1986, as amended, or the corresponding provision of any successor Internal Revenue law, as amended, or the corresponding provision of any successor Internal Revenue law.

The term “**IRC section**” means a section of the IRC.



The term “**ITIN**” means an individual taxpayer identification number issued by the United States Internal Revenue Service.

The term “**Joinder Agreement**” means a separate Joinder Agreement for the Master Special Purpose Prepaid Tuition Declaration of Trust in the form attached as **Exhibit A** to this Declaration of Trust, having been executed by the Settlor and accepted by the Trustee of a Sub-Trust. All terms, provisions, and agreements set forth in the Joinder Agreement with respect to a Sub-Trust are incorporated by reference into this Declaration of Trust with respect to that Sub-Trust with the same force and effect as though fully set forth in this Declaration of Trust. If there is any conflict between the Joinder Agreement and the terms of this Declaration of Trust, then the terms of this Declaration of Trust shall control. The Trustee shall have the authority to interpret and construe the Declaration of Trust and the Joinder Agreement and to make any and all determinations thereunder, and its decision shall be binding and conclusive upon the Settlor and the Designated Beneficiary of a Sub-Trust and each of their legal representatives with respect to any questions arising with respect to that Sub-Trust.

The term “**Market Manager Fees**” with respect to an Initial Contribution means the fees charged by the agent engaged by the Plan Sponsor, pursuant to the engagement agreement then in effect between such agent and the Plan Sponsor, for purposes of marketing the International Tuition Certificate program in various selected countries; provided that any Market Manager Fees distributed by the Trustee to such agent shall be paid via a US domicile bank.

The word “**Owner**” has the same definition provided for that term in the Tuition Plan Agreement.

The term “**Participating Institution**” has the same definition provided for that term in the Tuition Plan Agreement.

The word “**Plan**” has the same definition provided for that word in the Tuition Plan Agreement.

The term “**Plan Sponsor**” has the same definition provided for that term in the Tuition Plan Agreement.

The term “**Plan Trust**” has the same definition provided for that term in the Tuition Plan Agreement.

The term “**Qualified Higher Education Expenses**” of a Designated Beneficiary means “qualified higher education expenses” of that Designated Beneficiary as defined in IRC section 529(e)(3).

The term “**Redemption Notice**” is defined in Section 2E(1)(a).

The term “**Refund Proceeds**” is defined in Section 2I(1)(a).

The term “**Refund Value**” has the same meaning provided for that term in the Enrollment Agreement.

The term “**Revocation Notice**” is defined in Section 2F(2).

The word “**Section**” means a section of this Declaration of Trust.

The word “**Settlor**” is defined in Recital B.

The term “**Settlor’s Successor**” means an individual who is designated either by the Settlor as provided in Section 2H(1) or by the Estate Representative of the Settlor as provided in Section 2H(2) to succeed, upon the Settlor’s death, to the rights, powers, and obligations of the Settlor with respect to a Sub-Trust under this Declaration of Trust. A designated Settlor’s Successor shall not become the successor Settlor of a Sub-Trust under this Declaration of Trust without the approval of the Trustee as provided in Section 2H.

The term “**Scrivener’s Error**” with respect to this Declaration of Trust means a drafting error due to a minor mistake or inadvertence and not one that occurs from: (1) judicial reasoning or determination, or (2) the material intention of the Settlor or the drafter of this Declaration of Trust.

The term “**Sub-Trust**” is defined in Recital A.

The terms “**Subsequent Contribution**” and “**Subsequent Contributions**” are defined in Section 2B.

The term “**Subsequent Contribution Agreement**” is defined in Section 2B.

The term “**Termination Fees**” means all fees, costs, and other charges of the Trustee in connection with the termination of a Sub-Trust.

The term “**TPC**” means TUITION PLAN CONSORTIUM, LLC, a Delaware not-for-profit limited liability company, which is initial Trust Protector of each Sub-Trust under this Declaration of Trust and is the current Plan Sponsor under the Enrollment Agreement. The term “**TPC**” also includes any successor in interest to TUITION PLAN CONSORTIUM, LLC.

The term “**Trust Protector**” means all persons or entities who occupy the office of Trust Protector with respect to a Sub-Trust under this Declaration of Trust while such persons or entities occupy such office, whether one or more persons or entities occupy the office of Trust Protector at the same time or times, and includes any successor Trust Protector or Trust Protectors.

The word “**Trustee**” means all persons or entities which occupy the office of Trustee of a Sub-Trust while such persons or entities occupy such office, whether one or more persons or entities occupy the office of Trustee at the same time or times, and includes any successor Trustee or Trustees.

The term “**Tuition Plan Agreement**” means the Amended and Restated Prepaid Tuition Plan Agreement of Tuition Plan Consortium, LLC, dated as of July 1, 2021, as amended, and as the same may be amended further, the terms of which are incorporated by reference into this Declaration of Trust with the same force and effect as though fully set forth in this Declaration of Trust.

The term “**Withdrawal Request**” has the same definition provided for that term in the Enrollment Agreement.

***7D Section Headings for Convenience Only.***

The Section headings appearing in this Declaration of Trust have been inserted for convenience only and shall be given no substantive meaning or significance whatsoever in interpreting or construing the terms and conditions of this Declaration of Trust and are not intended to qualify or restrict the meaning of any Section, nor do they have any legal or dispositive effect.

***7E Notice.***

Any nonjudicial notice required under this Declaration of Trust shall be delivered personally or by courier; sent by first-class mail, certified mail, or private delivery service addressed to the last known personal or business address of the intended recipient, or sent by a properly directed and identified facsimile or other electronic message as follows:

If to ALTA TRUST COMPANY:

101 South Main Avenue, Suite 310

Sioux Falls, SD 57104

Attention: Adam Ponder

Email Address: [aponder@trustalta.com](mailto:aponder@trustalta.com) and [compliance@trustalta.com](mailto:compliance@trustalta.com)

with a copy to:

Bruce Ashton, General Counsel

Alta Trust Company

Email Address: [bashton@trustalta.com](mailto:bashton@trustalta.com)

If to CATALIS REGULATORY & COMPLIANCE, LLC:

6735 Southpoint Drive South

Jacksonville, FL 32216

Attention: Maria Padin

Email Address: [maria.padin@catalisgov.com](mailto:maria.padin@catalisgov.com)

with a copy to:

6735 Southpoint Drive South

Jacksonville, FL 32216

Attention: Claire Whittington

Email Address: [cwhittington@catalisgov.com](mailto:cwhittington@catalisgov.com)

If to TUITION PLAN CONSORTIUM, LLC:

201 Boston Post Road West, Suite 400

Marlborough, MA 01752

Attention: Robert W. Cole, President

Email Address: [robert@pc529.com](mailto:robert@pc529.com)

with a copy to:

Honigman LLP  
2290 First National Building  
660 Woodward Avenue  
Detroit, MI 48226  
Attention: Michael A. Indenbaum  
Facsimile Number: 313-465-7633  
Email Address: mindenbaum@honigman.com

or to such other address as the recipient to whom notice is given may have previously furnished to the sender in writing in the manner set forth above; provided that notice of any change of address shall be effective only upon receipt thereof.

***7F Governing Law and Situs.***

***7F(1) Governing Law.***

Each Sub-Trust and this Declaration of Trust shall be administered, interpreted and governed in accordance with the laws of the State of South Dakota.

***7F(2) Situs.***

Notwithstanding anything in this Declaration of Trust to the contrary, the Trustee of a Sub-Trust has discretion at any time or times to transfer the situs of that Sub-Trust to such other state or territory of the United States of America, such other country, or such other jurisdiction as the Trustee determines, without obtaining judicial authorization or approval (unless such judicial authorization or approval is required by applicable law), without the filing of any bond and without notice to any beneficiary under this Declaration of Trust. The Trustee's determination to transfer the situs of a Sub-Trust shall be evidenced by an instrument in writing signed by the Trustee. The Trustee is authorized to take whatever actions are necessary to effect a transfer of situs. After the Trustee's transfer of the situs of a Sub-Trust pursuant to this Section 7F(2), the Trustee has discretion to determine whether the administration and/or interpretation of that Sub-Trust shall be governed by the law of the new situs of that Sub-Trust, and if the Trustee makes such a determination by an instrument in writing signed by the Trustee, then thereafter all references to state and local law under this Declaration of Trust shall be deemed to include references to the relevant law of the new situs. Notwithstanding anything to the contrary in this Section 7F(2), no change of situs or of governing law shall be effective without the advance written consent of the Trust Protector.

***7G Third-Party Reliance.***

Third parties may rely upon the representation of the Trustee of a Sub-Trust relating to any authority granted to the Trustee under this Declaration of Trust, and such third parties shall not be obligated to inquire whether such Trustee may act or is properly exercising such power and are not bound to assure the proper application of assets paid or delivered to such Trustee; provided, however, that this Section 7G shall not apply to any person who claims to be, but is not, the Trustee of a Sub-Trust pursuant to this Declaration of Trust.

**7H Language.**

This Declaration of Trust and all related correspondence, pages, forms, emails, alerts, and other communications have been and will be written, presented, and delivered in English.

**8 The Trustee's Responsibility.**

The Trustee agrees to the terms and conditions of this Declaration of Trust. The Trustee agrees to hold and administer any assets transferred to the Trustee by the Settlor of that Sub-Trust that the Trustee agrees to receive, in accordance with the terms and conditions of this Declaration of Trust.

WITNESSES:

ALTA TRUST COMPANY, a South Dakota chartered trust company, as Trustee

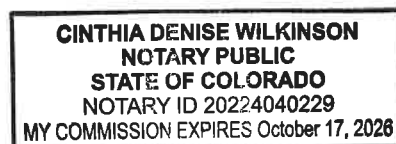
[Signature]  
[Signature]

By: [Signature]  
Its: CEO

STATE OF Colorado )  
COUNTY OF Douglas ) ss

The foregoing instrument was acknowledged before me, in Douglas County, Colorado, this 15<sup>th</sup> day of August, 2023, by Adam Ponder the President & CEO of ALTA TRUST COMPANY, a South Dakota chartered trust company, as Trustee.

[Signature]  
Notary's Name: Cynthia Wilkinson  
Notary Public, State of Colorado, County of Douglas  
My Commission expires: October 17, 2026  
Acting in the County of Douglas



**Exhibit A**  
**to**  
**Master Special Purpose Prepaid Tuition Declaration of Trust**  
**Form of Joinder Agreement**

## **Joinder Agreement**

### **for the**

### **Master Special Purpose Prepaid Tuition Declaration of Trust**

This Joinder Agreement for the Master Special Purpose Prepaid Tuition Declaration of Trust (this “**Joinder Agreement**”) establishes a trust (the “**Sub-Trust**”) to be held and administered pursuant to the Master Special Purpose Prepaid Tuition Declaration of Trust effective July 1, 2023 (the “**Declaration of Trust**”) for the purpose of purchasing and holding one or more International Tuition Certificates for the payment of the Qualified Higher Education Expenses of the Designated Beneficiary. By the execution of this Joinder Agreement, the undersigned Settlor acknowledges, confirms, understands, and agrees to the following:

- A. By execution of this Joinder Agreement and upon acceptance by ALTA TRUST COMPANY, a South Dakota chartered trust company, as the “**Trustee**” under the Declaration of Trust, the Settlor establishes the Sub-Trust, the terms and provisions of which are set forth and governed by: (1) the Declaration of Trust, (2) this Joinder Agreement, and (3) any document, instrument, or agreement referenced by, and incorporated by reference into, the Declaration of Trust or this Joinder Agreement (collectively, the “**Trust Documents**”).
- B. All terms, provisions, and agreements set forth in this Joinder Agreement and any exhibits to it are incorporated by reference into the Declaration of Trust with the same force and effect as though fully set forth in the Declaration of Trust.
- C. Any capitalized term not defined in this Joinder Agreement shall have the same definition provided for that term in the Declaration of Trust.
- D. The terms and conditions of (1) the Amended and Restated Prepaid Tuition Plan Agreement of Tuition Plan Consortium, LLC, dated as of July 1, 2023, as amended, and as the same may be amended further, and (2) the Amended and Restated Enrollment Agreement of Tuition Plan Consortium, LLC (for Tuition Certificates Issued in Plan Years Beginning on and after July 1, 2010), dated as of July 1, 2023, as amended, and as the same may be amended further (together, the “**Plan Documents**”), are incorporated by reference into this Joinder Agreement with the same force and effect as though fully set forth in this Joinder Agreement.
- E. The Trust Documents and the Plan Documents all have been received and reviewed by the Settlor, and their terms and conditions bind the Settlor, the Designated Beneficiary, and the successors to each of them.
- F. All information in this Joinder Agreement is true, correct, and complete.

1. **Identification of the Sub-Trust.** The Sub-Trust shall be identified as follows:

*[Name or Identifying Number of Sub-Trust will be inserted]*

**2. Settlor.**

|  |  |
|--|--|
| First Name/Last Name/Middle Initial  |  |
| Address (permanent and mailing):   |  |
| Phone Number (home):   |  |
| Phone Number (cell):   |  |
| Phone Number (work):   |  |
| Email Address:   |  |
| Relationship to Designated Beneficiary:  |  |
| Delivery Preference for Correspondence (mail or email):  |  |
| Date of Birth:   |  |
| Settlor's ITIN (if any):   |  |
| Are you a politically exposed or famous person?  |  |
| What is the source of your wealth (for example, employer, occupation, business ownership, sale income or inheritance)? |  |
| Attach a copy of a government issued photo ID displaying an ID number.   |  |
| Attach a copy of a utility bill displaying your name and residence.  |  |
| Attach a copy of Form W-8 BEN (or applicable W-8 series)   |  |

**3. Designated Beneficiary.**

The Settlor hereby names the “*Designated Beneficiary*” of the Sub-Trust as follows:

|   |  |
|---|--|
| First Name/Last Name/Middle Initial:  |  |
| Address (mailing):  |  |
| Phone Number (home):  |  |
| Phone Number (cell):  |  |
| Phone Number (work):  |  |
| Email Address:  |  |
| Date of Birth:  |  |
| Designated Beneficiary's ITIN (if any):   |  |
| Projected College Entrance Date:  |  |
| Is the Designated Beneficiary a politically exposed or famous person?   |  |
| Attach a copy of a government issued photo ID displaying an ID number.  |  |
| Attach a copy of a utility bill displaying the Designated Beneficiary's name and residence (if different from the Settlor's residence). |  |



**4. Settlor's Designee.**

The Settlor hereby names the “*Settlor's Designee*” to assume the rights and obligations of the Settlor with respect to the Sub-Trust in the event of the death of the Settlor as follows:

|  |  |
|--|--|
| First Name/Last Name/Middle Initial:                                   |  |
| Address (mailing):   |  |
| Phone Number (home):   |  |
| Phone Number (cell):   |  |
| Phone Number (work):   |  |
| Email Address:   |  |
| Date of Birth:   |  |
| Settlor's Designee's ITIN (if any):                                    |  |
| Relationship to Settlor:   |  |
| Relationship to Designated Beneficiary:                                |  |
| Attach a copy of a government issued photo ID displaying an ID number. |  |
| Attach a copy of a utility bill displaying your name and residence.    |  |

**5. Contributions.**

**A. Initial Contribution.** Upon execution of this Joinder Agreement, the Settlor has delivered Cash to the Trustee in the amount of \$\_\_\_\_\_, as the Initial Contribution to the Sub-Trust, to be allocated as follows:

- (1) **Applicable Fees.** The Trustee will pay from the Initial Contribution the Acceptance Fee, Bank Fee, and Trustee Fees specified in Exhibit 1 to this Joinder Agreement.
- (2) **Balance of Initial Contribution.** The undersigned, as the Settlor of the Sub-Trust, hereby directs the Trustee of the Sub-Trust to purchase an International Tuition Certificate with the remaining amount of the Initial Contribution as follows:

Certificate Information:

Program Year: \_\_\_\_\_

**B. Tax Withholding.** The Settlor understands that: (i) it is the Settlor's responsibility to understand whether there are any applicable tax, withholding, reporting, and other requirements outside of the United States, (ii) it is the Settlor's responsibility to comply with such requirements, and (iii) the Settlor may need to increase the transaction amount to reach to planned investment if withholding or other tax requirements do in fact apply outside of the United States.

- C. Subsequent Contributions.** The Settlor may make one or more Subsequent Contributions to an existing Sub-Trust, as provided in the Trust Documents, and direct the Trustee to apply for the purchase an International Tuition Certificate from the Cash available from the Subsequent Contribution, subject to the terms, conditions, and limitations of the Trust Documents and the Plan Documents. The Settlor shall make such direction on the form of Subsequent Contribution Agreement attached to this Joinder Agreement as *Exhibit 2* or otherwise in the manner acceptable to the Trustee. The Trustee will pay from the Subsequent Contributions the Trustee Fees specified in Exhibit 1 to this Joinder Agreement.

In the event individuals other than the Settlor desire to make contributions to an existing Sub-Trust, such additional contributions must be made through appropriate arrangements with the Settlor, who will be the sole, permissible contributor to the Sub-Trust, and any such additional contributions will be subject to the same conditions, requirements, and approvals as are applicable to the Settlor and to any other contribution by the Settlor to the Sub-Trust. Further, upon the termination of all or any portion of the Sub-Trust, any return of Sub-Trust assets will be made only to the Settlor (and not to any additional contributor) or, in the event of the death of the Settlor, to the Settlor's estate, as set forth below.

- D. Wire Fees.** Initial or subsequent contributions may be reduced by wire fees from the Settlor's bank or the Trustee.
- E. Maximum Contribution Amount.** The total amount contributed to the Sub-Trust (that is, the Initial Contribution and all Subsequent Contributions, net of any Applicable Fees) shall not be in excess of the amounts necessary to provide for the Qualified Higher Education Expenses of the Designated Beneficiary. The Trustee shall return any excess contributed amount to the Settlor.

**6. Distributions to Pay Qualified Educational Expenses.** If the Settlor desires to direct the Trustee to redeem all or a portion of any International Tuition Certificate held in the Sub-Trust to pay the Qualified Higher Educational Expenses of the Designated Beneficiary at a Participating Institution at which the Designated Beneficiary is enrolled, then, subject to the terms, conditions, and limitations of the Trust Documents and the Plan Documents, the Settlor shall make such direction on the form of Redemption Notice attached to this Joinder Agreement as *Exhibit 3* or otherwise in the manner acceptable to the Trustee.

**7. Termination of Sub-Trust.** If the Settlor desires to terminate the Sub-Trust, in whole or in part, then, subject to the terms, conditions, and limitations of the Trust Documents and the Plan Documents, the Settlor shall terminate the Sub-Trust by forwarding to the Trustee a fully completed and executed Termination Notice in the form attached to this Joinder Agreement as *Exhibit 4* or otherwise in the manner acceptable to the Trustee.

**8. Acknowledgment of Taxes, Fees, and Charges Upon Refund.** The Settlor expressly acknowledges and agrees that, upon the refund of an International Tuition Certificate (which may occur upon termination of the Sub-Trust, upon the Settlor's death, or upon the death of the

Designated Beneficiary), taxes, fees, and other charges will be withheld from the refund proceeds before the net proceeds are returned to the Settlor or the Settlor's estate. Any withholdings will be made at the U.S. statutory rate in effect at the time of the refund, without application of any special rates or conditions, including but not limited to any that may be available pursuant to any applicable tax treaty. The Settlor assumes all responsibility for claiming tax refunds for any amounts withheld. The Settlor further expressly acknowledges and agrees that none of the Trustee, the Administrator, TPC, or the Trust Protector will be responsible for filing any tax returns or other documents with any government or taxing authority on behalf of the Settlor, including without limitation seeking application of any special rates or conditions, or any claims for any tax refund of any amounts withheld from the refund proceeds.

**9. No Relationships.** Neither this Joinder Agreement nor any of the Trust Documents or Plan Documents establishes any relationship with the Trustee to provide legal, accounting, brokerage, or financial advisory services or any trustee relationship other than as set forth in the Sub-Trust.

**10. Qualified Higher Education Purpose Compliance.** The Settlor confirms and certifies that the purpose of all contributions to the Sub-Trust is for the purchase of Tuition Certificates to be applied towards "qualified higher education expenses" (as defined in Internal Revenue Code Section 529(e)).

**11. Foreign Taxation Requirement Compliance.** Depending on the country of domicile of the Settlor and the country of origin of the funds to be contributed to the Sub-Trust, certain requirements may apply for the transaction, including (but not limited to) withholding requirements for international funds transfers and reporting requirements for countries outside of the United States (collectively, the "**Foreign Requirements**"). Compliance with such Foreign Requirements is the sole responsibility of the Settlor. The Settlor confirms compliance with any applicable Foreign Requirements, and the Settlor confirms that the Designated Beneficiary is also compliant with any applicable Foreign Requirements. Consequences arising out of any non-compliance with Foreign Requirements are exclusively the responsibility of the Settlor.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

**Acceptance by Trustee**

The foregoing Joinder Agreement is accepted by the Trustee.

Dated: \_\_\_\_\_

ALTA TRUST COMPANY, a South Dakota  
chartered trust company, as Trustee

By: \_\_\_\_\_

Its: \_\_\_\_\_

## **Exhibit 1 to Joinder Agreement**

### **Acceptance Fee, Bank Fee, and Trustee Fees, Costs and Charges**

#### **Applicable Fees Relating to Establishment of Trust (as applicable):**

Acceptance Fee (Market Manager Fee): \$\_\_\_\_\_ (if applicable)

Bank Fee: \$\_\_\_\_\_ (if applicable)

Initial Trustee Fees:

KYC/AML Fee: \$500

Trust establishment and servicing: \$2,000

Domestic/international wire: set forth by correspondent bank

#### **Termination Fees:**

Trust termination and refund/tax withholding (as applicable): \$200

#### **Subsequent Contribution/Settlor's Successor Fees:**

KYC/AML Fee: \$500

Additional contribution: \$50 each

## Exhibit 2 to Joinder Agreement

### Subsequent Contribution Agreement

The undersigned, as the Settlor of the *[Name or Identifying Number of Sub-Trust will be inserted]* Sub-Trust established under the Master Special Purpose Prepaid Tuition Declaration of Trust effective July 1, 2023 (the “*Sub-Trust*”) hereby makes a Subsequent Contribution to the Sub-Trust, as follows:

**A. Subsequent Contribution.** Upon execution of this Subsequent Contribution Agreement, the Settlor has delivered Cash to the Trustee in the amount of \$\_\_\_\_\_, as a Subsequent Contribution to the Sub-Trust, to be allocated as follows:

(1) **Applicable Fees.** The Trustee will pay the following Trustee fees, costs and charges from the Subsequent Contribution:

*[Details of the Trustee’s fees, costs, and charges will be inserted (if applicable)]*

(2) **Balance of Subsequent Contribution.** The undersigned, as the Settlor of the Sub-Trust hereby directs the Trustee to purchase an International Tuition Certificate with the remaining amount of the Contribution as set forth in on the Settlor’s account page located at <https://access.pc529international.com/> and incorporated herein.

Certificate Information:

Program Year: \_\_\_\_\_

**B. Tax Withholding.** The Settlor understands that: (i) it is the Settlor’s responsibility to understand whether there are any applicable tax, withholding, reporting, and other requirements outside of the United States, (ii) it is the Settlor’s responsibility to comply with such requirements, and (iii) the Settlor may need to increase the transaction amount to reach to planned investment if withholding or other tax requirements do in fact apply outside of the United States.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Acceptance by Trustee**

The foregoing Subsequent Contribution Agreement is hereby accepted by the Trustee of the Sub-Trust.

Dated: \_\_\_\_\_

ALTA TRUST COMPANY, a South Dakota  
chartered trust company, as Trustee

By: \_\_\_\_\_

Its: \_\_\_\_\_

### Exhibit 3 to Joinder Agreement

#### Redemption Notice

The undersigned, as the Settlor of the *[Name or Identifying Number of Sub-Trust will be inserted]* Sub-Trust established under the Master Special Purpose Prepaid Tuition Declaration of Trust effective July 1, 2023 (the “*Sub-Trust*”) hereby directs ALTA TRUST COMPANY, as the Trustee of the Sub-Trust, to redeem an International Tuition Certificate held in the Sub-Trust as follows:

|                     |       |
|---------------------|-------|
| Beneficiary's Name: | _____ |
| Beneficiary's ITIN: | _____ |
| School Name:        | _____ |
| Term:               | _____ |
| Academic Year:      | _____ |
| Redemption Amount   |       |
| Dollar:             | _____ |
| Percent:            | _____ |

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

#### Acknowledgment by Trustee

Receipt of the foregoing Redemption Notice is hereby acknowledged by the Trustee of the Sub-Trust.

Dated: \_\_\_\_\_

ALTA TRUST COMPANY, a South Dakota  
chartered trust company, as Trustee

By: \_\_\_\_\_

Its: \_\_\_\_\_



## Exhibit 4 to Joinder Agreement

### Termination Notice

The undersigned, as the Settlor of the *[Name or Identifying Number of Sub-Trust will be inserted]* Sub-Trust (the “*Sub-Trust*”) established under the Master Special Purpose Prepaid Tuition Declaration of Trust effective July 1, 2023 (the “*Declaration of Trust*”) hereby terminates the Sub-Trust as follows (complete either 1 or 2 below):

#### 1. Complete Termination

The Settlor hereby terminates the Sub-Trust in its entirety and directs the Trustee to distribute the assets of the Sub-Trust as provided in the Declaration of Trust. The Settlor’s ITIN is \_\_\_\_\_.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

#### 2. Partial Termination

The Settlor hereby terminates the Sub-Trust only with respect to the following, and directs the Trustee to distribute the assets of the terminated portion of the Sub-Trust as provided in the Declaration of Trust:

Withdrawal Reason:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Settlor’s ITIN:

\_\_\_\_\_

Certificate Amount:

\_\_\_\_\_

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Acknowledgment by Trustee**

Receipt of the foregoing Termination Notice is hereby acknowledged by the Trustee of the Sub-Trust.

Dated: \_\_\_\_\_

ALTA TRUST COMPANY, a South Dakota  
chartered trust company, as Trustee

By: \_\_\_\_\_

Its: \_\_\_\_\_

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