

Please file this Supplement to the CollegeChoice CD 529 Savings Plan Disclosure Statement with your records.

**SUPPLEMENT DATED FEBRUARY 2022 TO THE
COLLEGECHOICE CD 529 SAVINGS PLAN DISCLOSURE STATEMENT DATED JANUARY 1, 2012**

This Supplement describes important changes and updates. Review this information carefully and keep it with your current copy of the CollegeChoice CD 529 Savings Plan Disclosure Statement. Any information in the Disclosure Statement inconsistent with the information provided in this Supplement is superseded by the information in this Supplement. Capitalized terms used in this Supplement not otherwise defined have the same meaning as the term included in the Disclosure Statement.

1. *Effective January 1, 2022, the following replaces the question entitled "Do my contributions to CollegeChoice CD qualify as a gift under federal law?" on page 6 of the Disclosure Statement.*

DO MY CONTRIBUTIONS TO COLLEGECHOICE CD QUALIFY AS A GIFT UNDER FEDERAL LAW?

Yes. The Code provides that payments to an Account are completed gifts for federal gift tax purposes and are eligible for the applicable annual exclusion from gift and generation skipping transfer taxes (\$16,000 for a single individual or \$32,000 for a married couple making a proper election). Under certain conditions, you can contribute up to \$80,000 immediately (\$160,000 for married couples) and apply the contribution against the annual exclusion equally over a five-year period. Please consult your tax advisor for more information.

2. *Effective January 1, 2022, the following replaces the section entitled "Federal Gift/Estate Tax" on page 22 of the Disclosure Statement.*

Federal Gift/Estate Tax. This Section only discusses federal gift and estate taxes. The state law treatment of gift and estate taxes varies so you should check with your tax advisor. If the amounts contributed by you on behalf of the Beneficiary together with any other gifts to the Beneficiary (over and above those made to your Account) do not exceed \$16,000 per year (\$32,000 for married couples making a proper election), no gift tax will be imposed for that year. Gifts of up to \$80,000 can be made in a single year (\$160,000 for married couples making a proper election) for a Beneficiary and the contributor may elect to apply the contribution against the annual exclusion equally over a five-year period. This allows you to move assets into tax-deferred investments and out of your estate more quickly. In general, if you die with assets still remaining in your Account, the Account's value will not be included in your estate for federal estate tax purposes, unless you elect the five-year averaging and die before the end of the fifth year. If your Beneficiary dies, and assets remain in your Account, the value of the Account may be included in the Beneficiary's estate for federal tax purposes. Further rules regarding gifts and the generation-skipping transfer tax may apply in the case of distributions, changes of Beneficiaries, and other situations. You should consult with a tax advisor when considering a change of Beneficiary or transfers to another Account for the specific effect of federal and state (if any) gift tax and generation skipping transfer tax on your situation.

3. *Effective January 1, 2022, the following replaces the paragraphs entitled "ABLE Rollover Distributions" in the section entitled "Certain Federal Tax Considerations" as Supplemented August 2018.*

ABLE Rollover Distributions. Where a distribution is placed in a Qualified ABLE Program account within 60 days of the distribution date, you may avoid incurring federal income tax or a Distribution Tax if the transfer is for the same Beneficiary or for a Member of the Family of the Beneficiary. Any distribution must be made before January 1, 2026 and cannot exceed the annual Qualified ABLE Program \$16,000 contribution limit.

Changes in your Beneficiary could potentially cause gift and/or generation-skipping transfer tax consequences to you and your Beneficiary. Because gift and generation-skipping transfer tax issues are complex, you should consult with your tax advisor.

4. *Effective January 1, 2022, the following replaces the definition of "ABLE Rollover Distribution" as Supplemented August 2018.*

ABLE Rollover Distribution. A distribution to an account in a Qualified ABLE Program for the same Beneficiary or a Member of the Family of the Beneficiary. Any distribution must be made before January 1, 2026 and cannot exceed the annual \$16,000 contribution limit prescribed by Section 529A(b)(2)(B)(i) of the Code.

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**SUPPLEMENT DATED JUNE 2020 TO THE
COLLEGECHOICE CD 529 SAVINGS PLAN
DISCLOSURE STATEMENT DATED JANUARY 1, 2012**

This Supplement describes important changes and updates. Review this information carefully and keep it with your current copy of the CollegeChoice CD 529 Savings Plan Disclosure Statement. Any information in the Disclosure Statement inconsistent with the information provided in this Supplement is superseded by the information in this Supplement. Capitalized terms used in this Supplement not otherwise defined have the same meaning as the term included in the Disclosure Statement.

SECURE ACT UPDATE

On December 20, 2019, the Setting Every Community Up for Retirement Enhancement Act of 2019 (SECURE Act) was signed into law. The SECURE Act amended Section 529 of the Code to permit withdrawals to pay for expenses for apprenticeship programs registered and certified with the Secretary of Labor under the National Apprenticeship Act (Apprenticeship Program Expenses) and to pay principal and interest on certain qualified education loans (Education Loan Repayments) for the Beneficiary or any of the Beneficiary's siblings. The loan repayment provisions apply to repayments up to a lifetime maximum of \$10,000 per individual. The effective date of the SECURE Act is January 1, 2019.

In March 2020, Indiana Code Section 6-3-3-12 was amended (Amendment) to:

- exclude Education Loan Repayments from Indiana Qualified Higher Education Expenses; and
- revise the definition of an Indiana taxpayer to include married individuals filing separately. The maximum annual credit allowed for a married taxpayer filing separately is \$500.

These changes are effective January 1, 2020. Accordingly, for the tax year beginning January 1, 2019, a distribution to make an Education Loan Repayment **will not be** subject to recapture of the Indiana state income tax credit but, beginning January 1, 2020, a distribution to make an Education Loan Repayment **will be** subject to recapture of the Indiana state income tax credit.

The Amendment did not address Apprenticeship Program Expenses. Distributions used to pay those expense are considered tax free distributions for both federal and Indiana tax purposes.

Accordingly, the following changes are made to the Disclosure Statement:

1. *The following replaces in its entirety the question entitled "How does the Indiana state income tax credit work?" as supplemented August 2018 and starting on page 4 of the Disclosure Statement.*

How does the Indiana state income tax credit work?

If you are an Indiana taxpayer (resident or non-resident) filing a single or joint return, you may receive:

- For the tax year 2017 and earlier, a 20% Indiana state income tax credit up to a maximum of \$1,000 for contributions to an Account that will be used to pay for Indiana Qualified Higher Education Expenses (excluding Apprenticeship Program Expenses);
- For the tax year beginning January 1, 2018, a 10% Indiana state income tax credit up to a maximum of \$500 for contributions to an Account that will be used to pay for Indiana K-12 Tuition. When combined with the Indiana state income tax credit taken for Indiana Qualified Higher Education Expenses, the maximum annual state income tax credit cannot exceed \$1,000; and
- For the tax year beginning January 1, 2019, a 20% Indiana state income tax credit up to a maximum of \$1,000 for contributions to an Account that will be used to pay for Indiana Qualified Higher Education Expenses, Indiana K-12 Tuition, and Education Loan Repayments;

- Effective January 1, 2020, a 20% Indiana state income tax credit up to a maximum of \$1,000 when combined with any state income tax credit taken for Indiana Qualified Higher Education Expenses, for contributions to an Account that will be used to pay for Indiana K-12 Tuition.

You do not need to be the Account Owner to take the Indiana state income tax credit. We will generally treat contributions sent by U.S. mail as having been made in a given year if checks are postmarked on or before December 31 of the applicable year, and provided the checks are subsequently paid. For electronic contributions, we will generally treat contributions received by us in a given year as having been made in that year if you initiate them on or before December 31 of that year and the funds are successfully deducted from your checking or savings account at another financial institution. See **Contribution Date** on page 31.

The Indiana state income tax credit is also available for contributions to both the CollegeChoice Advisor 529 Savings Plan (CollegeChoice Advisor) and the CollegeChoice 529 Direct Savings Plan (CollegeChoice Direct) by individual Indiana taxpayers, filing a single return, to a married couple, filing a joint return, or, beginning January 1, 2020 and limited to a maximum of \$500 annually, to a married couple filing separately. However, the maximum annual Indiana state income tax credit that an Indiana taxpayer may receive cannot exceed \$1,000 or \$500, as applicable. The amounts described above.

You (as the Account Owner) may be subject to recapture of the tax credit in certain cases, including certain Non-Qualified Distributions, a distribution for K-12 Tuition for a school outside Indiana or, effective January 1, 2020, a distribution to make Education Loan Repayments. (See **Certain State Tax Considerations - Recapture of Indiana Income Tax Credit** on page 24.)

2. *The following question is added to page 6 of the Disclosure Statement.*

Can I use my Account for Apprenticeship Program Expense and Education Loan Repayments?

Yes. On December 20, 2019, the Setting Every Community Up for Retirement Enhancement Act of 2019 (SECURE Act) was signed into law. The SECURE Act amended Section 529 of the Code to permit withdrawals from 529 plan accounts to pay Apprenticeship Program Expenses and to make Education Loan Repayments. Under Indiana law, contributions that will be used to pay Apprenticeship Program Expenses and, for the tax year beginning January 1, 2019 Education Loan Repayments, are eligible for the Indiana income tax credit. However, beginning January 1, 2020, withdrawals taken to make Education Loan Repayments will be subject to recapture of the Indiana state income tax credit. For additional information, including how to calculate the amount of the Indiana state income tax credit, please see **Certain State Tax Considerations** starting on page 23.

3. *The following replaces in its entirety the paragraph entitled “Meeting College Expenses Not Guaranteed” on page 13.*

Meeting Education Expenses Not Guaranteed. Even if you fund your Account(s) to the Maximum Account Balance, there is no assurance that the money in your Account will be sufficient to cover all the Qualified Expenses your Beneficiary may incur, or that the rate of return on your investment will match or exceed the rate at which Qualified Expenses may rise each year.

4. *The following replaces in its entirety the paragraph entitled “Investment Options Not Designed for Elementary and Secondary Tuition” beginning on page 4 of the Supplement dated August 2018.*

Investment Options Not Designed for Elementary and Secondary Tuition or Education Loan Repayments. The Investment Options we offer through the CollegeChoice CD have been designed exclusively for you to save for post-secondary education expenses. They have not been designed to assist you in reaching your K-12 Tuition or Education Loan Repayment savings goals. The time horizon and withdrawal periods for certain Investment Options may not match those needed to meet your K-12 Tuition or Education Loan Repayment savings goals, which may be significantly shorter. In addition, if you take a distribution prior to the maturity date of the CD that comprises the Investment Option, Early Withdrawal Penalties may apply. Please consult a qualified tax or investment advisor about your personal circumstances.

5. *The following paragraph replaces in its entirety the last paragraph of the section entitled “CD Option Profiles” on page 16 as supplement by the Supplement dated August 2018.*

The Investment Options have been designed exclusively for you to save for post-secondary education expenses. They have not been designed to assist you in saving for K-12 Tuition or to make Education Loan Repayments. In addition, if you take a distribution prior to the maturity date of the CD that comprises the Investment Option, Early Withdrawal Penalties may apply.

6. *The following is added at the beginning of the section entitled “Federal Taxation of Distributions” on page 22.*

This section discusses the different ways you can withdraw funds from your Account. You can have a distribution paid directly to you, as Account Owner, to the Beneficiary, or to an Eligible Educational Institution. A distribution to pay K-12 Tuition or to make an Education Loan Repayment is only payable to the Account Owner.

This section also describes the difference between Qualified Distributions, Non-Qualified Distributions, and other types of withdrawals (for example, when the Beneficiary receives a scholarship, or is unable to attend school due to a Disability). There can be federal and state tax impacts for taking a withdrawal. It’s important to discuss withdrawals with a tax advisor to ensure you understand your particular situation.

7. *The following replaces in its entirety the section entitled “Certain State Tax Considerations” beginning on page 23.*

CERTAIN STATE TAX CONSIDERATIONS

General. This Section describes some of the state tax considerations you should be aware of when investing in CollegeChoice CD. However, the discussion is by no means exhaustive and is not meant as tax advice. The Indiana state tax consequences associated with an investment in CollegeChoice CD can be complex.

CollegeChoice CD should not be used for the purposes of avoiding state tax or tax penalties. **Before you invest, you may wish to consult an independent tax advisor regarding the application of tax laws to your particular circumstances.**

Income Tax Credit for Indiana Taxpayers. If you are an individual Indiana taxpayer (resident or non-resident), filing a single or joint return, you may receive an Indiana state income tax credit as discussed below. Effective for the tax year January 1, 2020, married taxpayers filing separately may also receive an Indiana tax credit. The contributor does not need to be the Account Owner of an Account.

	2017 AND BEFORE	2018	2019	2020 AND AFTER
MAXIMUM PERCENTAGE OF HIGHER ED CONTRIBUTION CREDIT	20%	20%	20%	20%
MAXIMUM PERCENTAGE OF K-12 CONTRIBUTION CREDIT	0%	10%	20%	20%
MAXIMUM AMOUNT OF CREDIT	\$1,000	\$1,000 (up to \$500 may be K-12)	\$1,000	\$1,000 (\$500 for married filing separately)

Income Tax Credit for Tax Years 2017 and earlier. For tax years prior to 2018, if you are an individual Indiana taxpayer (resident or non-resident), filing a single or joint return, you may receive an Indiana state income tax credit against your Indiana adjusted gross income tax liability for contributions to an Account that will be used to pay Indiana Qualified Higher Education Expenses (excluding Apprenticeship Program Expenses). The amount of the credit is the lesser of the following:

1. twenty percent (20%) of the amount of each contribution that will be used to pay Indiana Qualified Higher Education Expenses (excluding Apprenticeship Program Expenses) during the taxable year;
2. one thousand dollars (\$1,000); or
3. the amount of the taxpayer's adjusted gross income tax liability for the taxable year reduced by the sum of all other credits allowed.

Income Tax Credit for Tax Year 2018. For the tax year beginning January 1, 2018, if you are an Indiana taxpayer (resident or non-resident), filing a single or joint return, you may receive an Indiana state income tax credit against your Indiana adjusted gross income tax liability for contributions to an Account that will be used to pay Indiana Qualified Higher Education Expenses (excluding Apprenticeship Program Expenses) and Indiana K-12 Tuition. The amount of the credit is the lesser of the following:

1. twenty percent (20%) of the amount of each contribution that will be used to pay Indiana Qualified Higher Education Expenses (excluding Apprenticeship Program Expenses) during the taxable year plus the lesser of ten percent (10%) of the amount of each contribution that will be used to pay Indiana K-12 Tuition during the taxable year or five hundred dollars (\$500);
2. one thousand dollars (\$1,000); or
3. the amount of the taxpayer's adjusted gross income tax liability for the taxable year reduced by the sum of all other credits allowed.

For example, if you are eligible to claim an Indiana state income tax credit for tax year 2018 for contributions to your Account to pay Indiana Qualified Higher Education Expenses at an Eligible Educational Institution of seven hundred dollars (\$700), you will be eligible for a credit of no more than three hundred dollars (\$300) for contributions made to pay Indiana K-12 Tuition, assuming no other income tax credits are claimed.

Income Tax Credit for Tax Year 2019. For the tax year beginning January 1, 2019, the income tax credit for contributions made to an Account that will be used to pay Indiana K-12 Tuition increases to twenty percent (20%). In addition, for the tax year beginning January 1, 2019, if you are an Indiana taxpayer (resident or non-resident), filing a single or joint return, you may receive an Indiana state income tax credit against your Indiana adjusted gross income tax liability for contributions to an Account that will be used to pay Indiana Qualified Higher Education Expenses and Education Loan Repayments. The amount of the credit is the lesser of the following:

1. twenty percent (20%) of the amount of each contribution that will be used to pay Indiana Qualified Higher Education Expenses and Education Loan Repayments plus twenty percent (20%) of the amount of each contribution that will be used to pay Indiana K-12 Tuition during the taxable year;
2. one thousand dollars (\$1,000); or
3. the amount of the taxpayer's adjusted gross income tax liability for the taxable year reduced by the sum of all other credits allowed.

For example, if you are eligible to claim an Indiana state income tax credit for tax year 2019 for contributions to your Account to make an Education Loan Repayment of six hundred dollars (\$600), you will be eligible for a credit of no more than four hundred dollars (\$400) for contributions made to pay Indiana K-12 Tuition, assuming no other income tax credits are claimed. ***It is important to note that distributions taken to make Education Loan Repayments are subject to recapture of the state income tax credit for tax years beginning January 1, 2020.***

Income Tax Credit Beginning Tax Year 2020. Effective January 1, 2020, if you are an Indiana taxpayer (resident or non-resident), filing a single, joint or married filing separately return, you may receive an Indiana state income tax credit against your Indiana adjusted gross income tax liability for contributions to an Account that will be used to pay Indiana Qualified Higher Education Expenses and Indiana K-12 Tuition. The amount of the credit is the lesser of the following:

1. twenty percent (20%) of the amount of each contribution that will be used to pay Indiana Qualified Higher Education Expenses during the taxable year plus twenty percent (20%) of the amount of each contribution that will be used to pay Indiana K-12 Tuition during the taxable year;
2. one thousand dollars (\$1,000) / five hundred dollars (\$500) for married taxpayers filing separately; or
3. the amount of the taxpayer's adjusted gross income tax liability for the taxable year reduced by the sum of all other credits allowed.

Income Tax Credit Requirements. The Indiana state income tax credit is a nonrefundable credit. You may not carry forward any unused Indiana state income tax credit. An Indiana taxpayer may not sell, assign, convey, or otherwise transfer the tax credit. If you no longer have Indiana adjusted gross income, you will no longer be eligible to receive the Indiana state income tax credit for subsequent contributions to an Account. Contributions must be postmarked or initiated electronically by December 31 in order to qualify for the Indiana state income tax credit for a particular tax year. For additional information, see the Indiana Department of Revenue Information Bulletin #98 available at <https://www.in.gov/dor/3650.htm>.

Effective January 1, 2010, rollover contributions from another Qualified Tuition Program into CollegeChoice CD and internal transfers became ineligible for the Indiana state income tax credit available to Indiana taxpayers (resident or non-resident, individual or married). In addition, the Indiana income tax credit is not available for money credited to an Account that will be transferred to an ABLE account (as defined in Section 529A of the Internal Revenue Code).

Recapture of Income Tax Credit. You, as the Account Owner (not the contributor) must repay all or part of the state income tax credit claimed by contributors in prior taxable years in a taxable year in which you take a Recapture Distribution. A Recapture Distribution is a:

- Non-Qualified Distribution (other than if the distribution is because of the death or Disability of the Beneficiary, or if the Beneficiary received a scholarship that paid for all or part of the Qualified Expenses of the Beneficiary (to the extent that the withdrawal or distribution does not exceed the amount of the scholarship), or a Refunded Distribution);
- distribution used to pay K-12 Tuition for a school outside of Indiana;
- effective January 1, 2020, distribution used to make Education Loan Repayments;
- Rollover Distribution; or
- termination of your Account within twelve months after your Account was opened.

Any repayment of the state income tax credit by you must be reported and paid on your Indiana income tax return for the taxable year in which the Recapture Distribution was made. The Amount that you must repay is equal to the lesser of:

1. twenty percent (20%) of the total amount of Recapture Distributions made during the taxable year from your Account; or
2. the excess of: (a) the cumulative amount of all Indiana state income tax credits that are claimed by any contributor with respect to contributions made to your Account for all prior taxable years beginning on or after January 1, 2007, over (b) the cumulative amount of your repayments for all prior taxable years beginning on or after January 1, 2008.

The following chart illustrates when a distribution would cause any previously taken Indiana tax credit to be recaptured.

	WHEN THE INDIANA TAX CREDIT IS SUBJECT TO RECAPTURE			
	2017 AND BEFORE	2018	2019	2020 AND AFTER
QUALIFIED EXPENSES AT AN ELIGIBLE EDUCATIONAL INSTITUTION	NO	NO	NO	NO
K-12 TUITION OUTSIDE INDIANA	YES	YES	YES	YES
INDIANA K-12 TUITION	YES	NO	NO	NO
EDUCATION LOAN REPAYMENT	YES	YES	NO	YES
APPRENTICESHIP PROGRAM EXPENSES	YES	YES	NO	NO

Treatment of ABLE Rollover Distributions. The Indiana Department of Revenue has not issued guidance on whether an ABLE Rollover Distribution would be considered a Qualified Distribution. However, Indiana law provides that money that is credited to an Account that will be transferred to a Qualified ABLE Program account is not considered a contribution to the Plan and is not eligible for the Indiana state income tax credit. Accordingly, an ABLE Rollover Distribution may be subject to recapture of any previously taken Indiana state income tax credit. Please consult your tax advisor about your personal circumstances before initiating an ABLE Rollover Distribution.

Indiana Tax-Free Distributions for Qualified Expenses. Because Indiana adjusted gross income is generally derived from federal adjusted gross income, you or the Beneficiary, if an Indiana taxpayer, will be subject to Indiana adjusted gross income tax in the same manner as federal income tax. As a result, you or the Beneficiary are generally not subject to Indiana adjusted gross income tax on the earnings portion of any distributions for Indiana Qualified Higher Education Expenses (excluding Apprenticeship Program Expenses for tax years beginning January 1, 2018 and earlier), Indiana K-12 Tuition, and for the tax year beginning January 1, 2019, Education Loan Repayments. Since different states have different tax provisions, if you or your Beneficiary, as applicable, are not an Indiana taxpayer, you should consult your own state’s tax laws or your tax advisor for more information on your state’s taxation of distributions for Qualified Expenses.

Indiana Taxation of Non-Qualified and Other Distributions. Because Indiana adjusted gross income is generally derived from federal adjusted gross income, you or the Beneficiary, as applicable, will be subject to Indiana adjusted gross income tax on the earnings portion of any Non-Qualified Distribution or other distributions that are also included in your federal adjusted gross income for a taxable year.

Refunded Distributions. Where a distribution is made to pay Qualified Expenses and the distribution or a portion of the distribution is refunded by the Eligible Educational Institution, you may avoid incurring Indiana income tax or the recapture of the Indiana state income tax credit claimed by contributors in prior taxable years if:

- You recontribute the refund to a Qualified Tuition Program account for which the beneficiary is the same beneficiary as the beneficiary who received the refund; and
- The recontribution is made within 60 days of the date of the refund from the Eligible Educational Institution.

A taxpayer may not claim the Indiana state income tax credit on any recontributed funds.

Non-Indiana Taxpayers. If you are not an Indiana taxpayer, consider before investing whether your or the Beneficiary's home state offers a Qualified Tuition Program that provides its taxpayers with favorable state tax and other benefits such as financial aid, scholarship funds, and protection from creditors, that may only be available through investment in the home state's Qualified Tuition Program, and which are not available through an investment in CollegeChoice CD. You may wish to contact your home state's Qualified Tuition Program(s), or any other Qualified Tuition Program, to learn more about those plans' features, benefits, and limitations. State-based benefits should be one of many factors to be considered when making an investment decision. Since different states have different tax provisions, this Disclosure Statement contains limited information about the state tax consequences of investing in CollegeChoice CD. Therefore, please consult your tax advisor for information on your own state's tax laws and to learn how state-based benefits (or any limitations) would apply to your specific circumstances.

8. *The following replaces in its entirety the section entitled "Procedures for Distributions" as supplemented August 2018 and on page 25 of the Disclosure Statement.*

Procedures for Distributions. Only the Account Owner may direct distributions from your Account. Qualified Distributions made payable to the Account Owner, the Beneficiary, or an Eligible Educational Institution may be requested online with Online Banking or by fax or mail. Otherwise you may call Client Service at 1.888.913.2885 to receive a Distribution Request Form or download the form at www.collegechoicecd.com. In order for us to process a distribution request, you must complete and submit the distribution request form to us in good order and provide such other information or documentation as we may, from time to time, require. Effective no later than January 1, 2019, when taking a distribution from your Account, you will be required to designate whether the distribution will be used for (i) Qualified Expenses that are not Indiana K-12 Tuition; or (ii) Indiana K-12 Tuition.

We will generally process a distribution from an Account within 7-10 business days of accepting the request; or the first Exchange Business Day following maturity of the CD. Each CD Option also has specific notice requirements in order to request a distribution. See **CD Option Profiles** starting on page 16 of the Disclosure Statement for additional information.

9. *The following replaces in its entirety the section entitled "Other Distributions" on page 25.*

Other Distributions. The distributions discussed below are not subject to the Distribution Tax. Except for a Rollover Distribution, the earnings portion of each distribution discussed will be subject to federal and to any applicable state income taxes. See **Certain Federal Tax Considerations: Transfers and Rollovers** on page 22. In addition, these distributions may be subject to Early Withdrawal Penalties. You should consult a tax advisor regarding the application of federal and state tax laws if you take any of these distributions.

10. *The following is added after the paragraph titled "Records Retention" on page 26.*

Refunded Distribution. You may avoid incurring federal income tax or a Distribution Tax if you receive a Refunded Distribution.

Education Loan Repayments. You may take a distribution from your Account to make an Education Loan Repayment for your Beneficiary or a sibling (defined in Section 152(d)(2)(B) of the Code) of your Beneficiary, up to a lifetime limit of \$10,000 per individual. However, if you make an Education Loan Repayment from your Account, Section 221(e)(1) of the Code provides that you may not also take a federal income tax deduction for any interest included in that Education Loan Repayment.

It is important that you keep all records of your distributions. We do not separately report distributions made from your Account to make an Education Loan Repayment for a sibling of your Beneficiary.

11. The following replaces in its entirety the paragraph entitled “**Method of Payment**” on page 26.

Method of Payment. We pay distributions as noted to the following payees:

- Account Owner (by check or by ACH to an established bank account);
- Beneficiary (by check to an established bank account); or
- Eligible Education Institution (by check), and mailed to the address on file for the Account Owner.
- Any distribution taken to pay K-12 Tuition or an Education Loan Repayment will be made payable to the Account Owner only.

12. The following replaces in its entirety the section entitled “**Claims; Disputes**” on page 30.

Claims; Disputes. All decisions and interpretations by the Plan Officials in connection with the operation of the Plan will be final and binding upon you, the Beneficiary, and any other person affected. Any claim by you or your Beneficiary against the Plan Officials, individually or collectively, with respect to your Account will be made solely against the assets in your Account. The obligations of CollegeChoice CD under your agreement with the Trust are monies received from you and earnings and/or losses from your Account investments, and neither you nor your Beneficiary will have recourse against the Plan Officials, collectively or individually, in connection with any right or obligations arising out of an Account. Assets in your Account are not an obligation of the State.

Your Accounts are not insured by the State and neither the principal deposited nor the investment return is guaranteed by the State of Indiana or Plan Officials. Opening an Account does not:

- guarantee that your Beneficiary will be accepted as a student by a particular elementary or secondary school, any Eligible Educational Institution, or apprenticeship program;
- guarantee that your Beneficiary will be permitted to continue as a student;
- establish Indiana residence for your Beneficiary;
- guarantee that your Beneficiary will graduate from any elementary or secondary school, any Eligible Educational Institution, or will complete any apprenticeship program
- guarantee that your Beneficiary will achieve any particular treatment under any applicable state or federal financial aid programs
- guarantee that amounts saved in your Account will be sufficient to cover the Qualified Expenses of your Beneficiary.

13. The following definitions are added to the “**Glossary**” beginning on page 31.

Apprenticeship Program Expenses: Expenses for fees, books, supplies, and equipment required for the participation of a Beneficiary in an apprenticeship program registered and certified with the Secretary of Labor under section 1 of the National Apprenticeship Act (29 U.S.C. 50).

Education Loan Repayment: Amounts paid as principal or interest on a loan to pay certain higher education expenses as defined in Section 221(d) of the Code, of a Beneficiary or a sibling of a Beneficiary (up to a lifetime \$10,000 limit per Beneficiary or sibling of a Beneficiary). For this specific purpose, a sibling is defined as a brother, sister, stepbrother or stepsister, as described in section 152(d)(2)(B) of the Code. For purposes of defining a sibling, the terms “brother” and “sister” include half-brothers and half-sisters and a legally adopted child or a foster child of an individual is treated as the child of that individual by blood. You cannot claim a federal income tax deduction for interest paid on a qualified education loan if you treat it as an Education Loan Repayment.

14. *The following definitions are replaced in their entirety in the “Glossary” as amended in the supplement dated August 2018 and beginning on page 31 of the Disclosure Statement.*

Indiana Qualified Higher Education Expenses: Qualified Expenses, excluding K-12 Tuition, and Education Loan Repayments.

Qualified Expenses: Qualified higher education expenses as defined in the Code and as may be further limited by CollegeChoice CD. Generally, these include the following:

1. tuition, fees and the costs of textbooks, supplies, and equipment required for the enrollment or attendance of a Beneficiary at an Eligible Educational Institution;
2. certain costs of the room and board of a Beneficiary for any academic period during which the student is enrolled at least half-time at an Eligible Educational Institution;
3. expenses for special needs Beneficiaries that are necessary in connection with their enrollment or attendance at an Eligible Educational Institution;
4. expenses for the purchase of computer or peripheral equipment (as defined in section 168(i)(2)(B) of the Code), computer software (as defined in section 197(e)(3)(B) of the Code), or Internet access and related services, if the 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;
5. K-12 Tuition;
6. Apprenticeship Program Expenses; and
7. Education Loan Repayments.

Recapture Distribution: A Non-Qualified Distribution (other than as a result of the death or Disability of the Beneficiary, the Beneficiary’s receipt of a scholarship that paid for all or part of the Qualified Expenses of the Beneficiary (to the extent that the withdrawal or distribution does not exceed the amount of the scholarship), or a Refunded Distribution), a distribution used to pay K-12 Tuition for a school outside of Indiana, a Rollover Distribution, any termination of your Account within 12 months after your Account was opened, or, effective January 1, 2020, a distribution to make an Education Loan Repayment.

15. *The following replaces paragraph number 24 of the section entitled “Account Owner’s Representations and Acknowledgements” on page 36.*

The Plan Officials, individually and collectively, do not guarantee that my Beneficiary will be accepted as a student by a particular elementary or secondary school, any institution of higher education, other institution of post-secondary education or apprenticeship program; if accepted, will be permitted to continue as a student; will be treated as a state resident of any state for Qualified Expenses purposes; will graduate from any elementary or secondary school, any institution of higher education or other institution of post-secondary education; will complete any apprenticeship program; or will achieve any particular treatment under any applicable state or federal financial aid programs; or guarantee any rate of return or benefit for contributions made to my Account. I understand that the CD Options are not designed to assist me in saving for K-12 Tuition or Education Loan Repayments.

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COLLEGECHOICE CD 529 SAVINGS PLAN
DISCLOSURE STATEMENT DATED JANUARY 1, 2012**

This Supplement describes important changes and updates. Review this information carefully and keep it together with your current copy of the CollegeChoice CD 529 Savings Plan Disclosure Statement. Any information in the Disclosure Statement inconsistent with the information provided in this Supplement is superseded by the information in this Supplement. Capitalized terms used in this Supplement not otherwise defined have the same meaning as the term included in the Disclosure Statement.

TAX REFORM UPDATE

In May 2018, Indiana Code Section 6-3-3-12 was amended (Amendment) to create a tax credit for those saving for tuition expenses in connection with enrollment or attendance at an elementary or secondary public, private or religious school located in Indiana (Indiana K-12 Tuition).

For the tax year beginning January 1, 2018, Indiana taxpayers (resident or non-resident) filing a single or joint return may receive a ten percent (10%) Indiana state income tax credit against their Indiana adjusted gross income tax liability, up to a maximum of \$500 for contributions to an Account that will be used to pay for Indiana K-12 Tuition. When combined with the Indiana state income tax credit taken for Indiana Qualified Higher Education Expenses, the maximum annual income tax credit cannot exceed \$1,000.

Effective January 1, 2019, the income tax credit for contributions made to an Account that will be used to pay Indiana K-12 Tuition increases to twenty percent (20%) up to a maximum, when combined with any Indiana state income tax credit taken for Indiana Qualified Higher Education Expenses, of \$1,000.

Also effective January 1, 2019, at the time a contribution is made to an Account, the contributor must designate whether the contribution is made for (i) Qualified Expenses that are not Indiana K-12 Tuition; or (ii) Indiana K-12 Tuition. Likewise, at the time of a withdrawal from an Account, the Account Owner must designate whether the withdrawal will be used for (i) Qualified Expenses that are not Indiana K-12 Tuition; or (ii) Indiana K-12 Tuition.

The Amendment also specifies that the Indiana income tax credit is not available for money credited to an Account that will be transferred to an ABLE account (as defined in Section 529A of the Internal Revenue Code).

Accordingly, the following changes are made to the Disclosure Statement:

- 1. The following replaces the question entitled "How does the state income tax credit work for CollegeChoice CD?" starting on page 4 of the Disclosure Statement:**

How does the Indiana state income tax credit work?

If you are an Indiana taxpayer (resident or non-resident) filing a single or joint return, you may receive:

- A 20% Indiana state income tax credit against your Indiana adjusted gross income tax liability, up to a maximum of \$1,000, for contributions to an Account that will be used to pay for Indiana Qualified Higher Education Expenses;

- For the tax year beginning January 1, 2018, a 10% Indiana state income tax credit against your Indiana adjusted gross income tax liability, up to a maximum of \$500, for contributions to an Account that will be used to pay for Indiana K-12 Tuition. When combined with the Indiana state income tax credit taken for Indiana Qualified Higher Education Expenses, the maximum annual state income tax credit cannot exceed \$1,000; and
- Effective January 1, 2019, a 20% Indiana state income tax credit against your Indiana adjusted gross income tax liability, up to a maximum of \$1,000 when combined with any state income tax credit taken for Indiana Qualified Higher Education Expenses, for contributions to an Account that will be used to pay for Indiana K-12 Tuition.

You do not need to be the Account Owner to take the Indiana state income tax credit. We will generally treat contributions sent by U.S. mail as having been made in a given year if checks are postmarked on or before December 31 of the applicable year, and provided the checks are subsequently paid. For electronic contributions, we will generally treat contributions received by us in a given year as having been made in that year if you initiate them on or before December 31 of that year and the funds are successfully deducted from your checking or savings account at another financial institution. See **Contribution Date** on page 31.

The Indiana state income tax credit is also available for contributions to both the CollegeChoice Advisor 529 Savings Plan (CollegeChoice Advisor) and the CollegeChoice 529 Direct Savings Plan (CollegeChoice Direct) by individual Indiana taxpayers, filing a single return or, to a married couple, filing a joint return. However, the maximum annual Indiana state income tax credit that an Indiana taxpayer may receive cannot exceed the amounts described above.

You (as the Account Owner) may be subject to recapture of the tax credit in the event that you take certain Non-Qualified Distributions or a distribution for K-12 Tuition for a school outside Indiana. For additional information, including how to calculate the amount of the Indiana state income tax credit, please see **Certain State Tax Considerations** starting on page 23.

2. The following question is added to page 6 of the Disclosure Statement.

Can I use my Account for K-12 Tuition?

Yes. On December 22, 2017, new federal tax reform legislation, Public Law 115-97 (H.R. 1) was signed into law. The law amended Section 529 of the Code to permit withdrawals from 529 plan accounts up to \$10,000 per year per student (in the aggregate across all Qualified Tuition Programs for that student) for tuition expenses in connection with enrollment and attendance at an elementary or secondary public, private or religious school.

Under Indiana law, contributions that will be used to pay Indiana K-12 Tuition are eligible for the Indiana income tax credit. Withdrawals taken to pay K-12 Tuition for a school outside Indiana will be subject to recapture of the Indiana state income tax credit. For additional information, including how to calculate the amount of the Indiana state income tax credit, please see **Certain State Tax Considerations** starting on page 23.

3. The following is added after the section titled “Contributions from Non-Account Holders” on page 11.

Designation of Contributions. Effective no later than January 1, 2019, when making contributions to your Account, you will be required to designate whether the contribution will be used for (i) Qualified Expenses that are not Indiana K-12 Tuition; or (ii) Indiana K-12 Tuition. If you contribute to your Account by ACH Plan, all ACH Plan contributions will be allocated to the category of education savings you designate when you initiate the ACH Plan unless you notify us that future contributions by ACH will be designated for a different category of education savings.

4. The following replaces the section titled “Procedures for Distributions” on page 25.

Procedures for Distributions. Only the Account Owner may direct distributions from the Account. Qualified Distributions can be made payable to the Account Owner or the Beneficiary. You may call Client Service at 1.888.913.2885 to receive a Distribution Authorization Form or download the form on our website at www.collegechoicecd.com. Complete and submit the form to us in good order and provide such other information or documentation as we may, from time to time, require. We will process a distribution from an Account on the first Exchange Business Day following maturity of the CD held by that Account. Each CD Option also has specific notice requirements in order to request a distribution. See **CD Option Profiles** starting on page 16 for additional information.

Effective no later than January 1, 2019, when taking a distribution from your Account, you will be required to designate whether the distribution will be used for (i) Qualified Expenses that are not Indiana K-12 Tuition; or (ii) Indiana K-12 Tuition.

We generally process a distribution from an Accumulator or Savings Account within ten (10) business days of accepting the request. We may also establish a minimum distribution amount and/or charge a fee for distributions made by federal wire.

5. The following replaces the first paragraph of the section titled “Other Distributions” on page 25.

Other Distributions. The distributions discussed below are not subject to the Distribution Tax. Except for a Rollover Distribution, a Refunded Distribution and an ABLE Rollover Distribution, the earnings portion of each distribution discussed will be subject to federal and to any applicable state income taxes. ABLE Rollover Distributions may be subject to a recapture tax in Indiana (See **Certain Federal Tax Consideration: Transfers and Rollovers** on page 22 and **Certain State Tax Considerations** beginning on page 23.) You should consult a tax advisor regarding the application of federal and state tax laws if you take any of these distributions:

6. The following is added after the paragraph titled “Rollover Distributions” on page 26.

ABLE Rollover Distribution. To qualify as an ABLE Rollover Distribution, you must reinvest the amount distributed from your Account into a Qualified ABLE Program within 60 days of the distribution date. ABLE Rollover Distributions may be subject to certain state taxes but are generally exempt from federal income taxes and the Distribution Tax. The Indiana Department of Revenue has not provided information on whether an ABLE Rollover Distribution may also be subject to a recapture tax. Indiana state taxation of ABLE Rollover Distributions is discussed in **Certain State Tax Considerations** beginning on page 23.

7. The paragraph titled “Tax Considerations; Tax Credit Recapture” on page 13 is of the Disclosure Statement is replaced in its entirety as follows.

Tax Considerations; Tax Credit Recapture. The federal and state tax consequences associated with participating in the Plan can be complex. In particular, you, as the Account Owner (not the contributor), must repay all or part, depending on the circumstances, of the Indiana state income tax credit claimed in prior taxable years by any contributors to your Account if you take a Recapture Distribution from your Account. (See **Certain State Tax Considerations - Recapture of Indiana Income Tax Credit** on page 24.) You should consult a tax advisor regarding the application of tax laws to your particular circumstances.

8. The following is added to the end of the section titled “General Risks” beginning on page 11.

Investment Options Not Designed for Elementary and Secondary Tuition. The Investment Options we offer through the CollegeChoice CD have been designed exclusively for you to save for Qualified Expenses. They have not been designed to assist you in reaching your K-12 Tuition savings goals. The time horizon and withdrawal periods for certain Investment Options may not match those needed to meet your K-12 Tuition savings goals, which may be significantly shorter. In addition, if you take a distribution prior to the maturity date of the CD that comprises the Investment Option, Early Withdrawal Penalties may apply. Please consult a qualified tax or investment advisor about your personal circumstances.

9. The following paragraph is added at the end of the section entitled “CD Option Profiles” on page 16.

The Investment Options have been designed exclusively for you to save for Qualified Expenses. They have not been designed to assist you in saving for K-12 Tuition. In addition, if you take a distribution prior to the maturity date of the CD that comprises the Investment Option, Early Withdrawal Penalties may apply.

10. The following new paragraph is inserted after the Transfers and Rollovers paragraph on page 22 in the section entitled “Certain Federal Tax Consideration”.

ABLE Rollover Distributions. Where a distribution is placed in a Qualified ABLE Program account within 60 days of the distribution date, you may avoid incurring federal income tax or a Distribution Tax if the transfer is for the same Beneficiary or for a Member of the Family of the Beneficiary. Any distribution must be made before January 1, 2026 and cannot exceed the annual Qualified ABLE Program \$15,000 contribution limit.

Changes in your Beneficiary could potentially cause gift and/or generation-skipping transfer tax consequences to you and your Beneficiary. Because gift and generation-skipping transfer tax issues are complex, you should consult with your tax advisor.

11. The following replaces the section titled “Qualified Expense Distributions” beginning on page 22 in the section entitled “Certain Federal Tax Considerations”.

Qualified Expense Distributions. If you take a distribution from your Account to pay for Qualified Expenses, your Beneficiary generally does not have to include as income any earnings distributed for the applicable taxable year if the total distributions for that year are less than or equal to the total distributions for Qualified Expenses for that year minus any tax-free Educational Assistance and expenses considered in determining any American Opportunity or Lifetime Learning Credits claimed for that taxable year.

You, or your Beneficiary, as applicable, are responsible for determining the amount of the earnings portion of any distribution from your Account that may be taxable and are responsible for reporting any earnings that must be included in taxable income. You should consult with your tax advisor for further information.

12. The following replaces the section titled “Non-Qualified Distributions” on page 23 in the section entitled “Certain Federal Tax Considerations”.

Non-Qualified Distributions. You, or the Beneficiary, as applicable, are subject to federal and state income tax and the Distribution Tax on the earnings portion of any distribution that is not exempt from tax as described above. You will also be subject to a recapture of the Indiana state income tax credit with respect to any Non-Qualified Distribution and certain other withdrawals as discussed in **Certain State Tax Consideration - Recapture of Indiana Income Tax Credit** on page 24.

13. The paragraph titled “Income Tax Credit for Indiana Taxpayers” beginning on page 23 of the Disclosure Statement is replaced in its entirety as follows:

Income Tax Credit for Indiana Taxpayers. If you are an individual Indiana taxpayer (resident or non-resident), filing a single or joint return, you may receive an Indiana state income tax credit as discussed below. The contributor does not need to be the Account Owner of an Account.

Income Tax Credit for Tax Years 2017 and earlier. For tax years prior to 2018, if you are an individual Indiana taxpayer (resident or non-resident), filing a single or joint return, you may receive an Indiana state income tax credit against your Indiana adjusted gross income tax liability for contributions to an Account that will be used to pay Indiana Qualified Higher Education Expenses. The amount of the credit is the lesser of the following:

- a. twenty percent (20%) of the amount of each contribution that will be used to pay Indiana Qualified Higher Education Expenses during the taxable year;
- b. one thousand dollars (\$1,000); or
- c. the amount of the taxpayer’s adjusted gross income tax liability for the taxable year reduced by the sum of all other credits allowed.

Income Tax Credit for Tax Year 2018. For the tax year beginning January 1, 2018, if you are an Indiana taxpayer (resident or non-resident), filing a single or joint return, you may receive an Indiana state income tax credit against your Indiana adjusted gross income tax liability for contributions to an Account that will be used to pay Indiana Qualified Higher Education Expenses and Indiana K-12 Tuition. The amount of the credit is the lesser of the following:

1. twenty percent (20%) of the amount of each contribution that will be used to pay Indiana Qualified Higher Education Expenses during the taxable year **plus** the lesser of ten percent (10%) of the amount of each contribution that will be used to pay Indiana K-12 Tuition during the taxable year or five hundred dollars (\$500);
2. one thousand dollars (\$1,000); or
3. the amount of the taxpayer’s adjusted gross income tax liability for the taxable year reduced by the sum of all other credits allowed.

For example, if you are eligible to claim an Indiana state income tax credit for tax year 2018 for contributions to your Account to pay Indiana Qualified Higher Education Expenses of seven hundred dollars (\$700), you will be eligible for a credit of no more than three hundred dollars (\$300) for contributions made to pay Indiana K-12 Tuition, assuming no other income tax credits are claimed.

Income Tax Credit Beginning Tax Year 2019. Effective January 1, 2019, the income tax credit for contributions made to an Account that will be used to pay Indiana K-12 Tuition increases to twenty percent (20%). The amount of the credit is the lesser of the following:

1. twenty percent (20%) of the amount of each contribution that will be used to pay Indiana Qualified Higher Education Expenses during the taxable year **plus** twenty percent (20%) of the amount of each contribution that will be used to pay Indiana K-12 Tuition during the taxable year;
2. one thousand dollars (\$1,000); or
3. the amount of the taxpayer’s adjusted gross income tax liability for the taxable year reduced by the sum of all other credits allowed.

Income Tax Credit Requirements. The Indiana state income tax credit is a nonrefundable credit. You may not carry forward any unused Indiana state income tax credit. An Indiana taxpayer may not sell, assign, convey, or otherwise transfer the tax credit. If you no longer have Indiana adjusted gross income, you will no longer be eligible to receive the Indiana state income tax credit for subsequent contributions to an Account. Contributions must be postmarked or initiated electronically by December 31 in order to qualify for the Indiana state income tax credit for a particular tax year.

For additional information, see the Indiana Department of Revenue Information Bulletin #98 available at <http://www.in.gov/dor/>.

Effective January 1, 2010, rollover contributions from another Qualified Tuition Program into CollegeChoice CD became ineligible for the Indiana state income tax credit available to Indiana taxpayers (resident or non-resident, individual or married). In addition, the Indiana income tax credit is not available for money credited to an Account that will be transferred to an ABLE account (as defined in Section 529A of the Internal Revenue Code).

14. The paragraph titled "Recapture of Indiana Income Tax Credit" on page 24 is of the Disclosure Statement is replaced in its entirety as follows:

Recapture of Income Tax Credit. You, as the Account Owner (not the contributor) must repay all or part of the state income tax credit claimed by contributors in prior taxable years in a taxable year in which you take a Recapture Distribution. A Recapture Distribution is a:

- Non-Qualified Distribution (other than if the distribution is because of the death or Disability of the Beneficiary, or if the Beneficiary received a scholarship that paid for all or part of the Qualified Expenses of the Beneficiary (to the extent that the withdrawal or distribution does not exceed the amount of the scholarship), or a Refunded Distribution);
- Distribution used to pay K-12 Tuition for a school outside of Indiana;
- Rollover Distribution; or
- Termination of your Account within twelve months after your Account was opened.

Any repayment of the state income tax credit by you must be reported and paid on your Indiana income tax return for the taxable year in which the Recapture Distribution was made. The Amount that you must repay is equal to the lesser of:

1. twenty percent (20%) of the total amount of Recapture Distributions made during the taxable year from your Account; or
2. the excess of: (a) the cumulative amount of all Indiana state income tax credits that are claimed by any contributor with respect to contributions made to your Account for all prior taxable years beginning on or after January 1, 2007, over (b) the cumulative amount of your repayments for all prior taxable years beginning on or after January 1, 2008.

Treatment of ABLE Rollover Distributions. The Indiana Department of Revenue has not issued guidance on whether an ABLE Rollover Distribution would be considered a Qualified Distribution. However, Indiana law provides that money that is credited to an Account that will be transferred to a Qualified ABLE Program account is not considered a contribution to CollegeChoice CD and is not eligible for the Indiana state income tax credit. Accordingly, an ABLE Rollover Distribution may be subject to recapture of any previously taken Indiana state income tax credit. Accordingly, ABLE Rollover Distributions may also be subject to an Indiana recapture tax if contributions made to your Account were deducted from the contributor's state income tax.

We are continuing to evaluate the new law and will provide additional supplements to this Disclosure Statement as details about the Indiana state tax effects of the new federal tax law on ABLE Rollover Distributions become clear. Please consult your tax advisor about your personal circumstances before initiating an ABLE Rollover Distribution.

15. The paragraph titled “Indiana Taxation of Non-Qualified and Other Distributions” on page 24 of the Disclosure Statement is replaced in its entirety as follows:

Indiana Taxation of Non-Qualified and Other Distributions. Because Indiana adjusted gross income is generally derived from federal adjusted gross income, you or the Beneficiary, as applicable, will be subject to Indiana adjusted gross income tax on the earnings portion of any Non-Qualified Distribution, or other distributions that are also included in your federal adjusted gross income for a taxable year. In addition, you, as an Account Owner, may be subject to recapture of some or all of any State income tax credit claimed by contributors for prior taxable years as a result of any Non-Qualified Distribution. Since different states have different tax provisions, if you or your Beneficiary, as applicable, are not an Indiana taxpayer, you should consult your own state’s tax laws or your tax advisor for more information on your state’s taxation of Other Distributions.

16. The following definitions are added to the Glossary beginning on page 31.

ABLE Rollover Distribution: A distribution to an account in a Qualified ABLE Program for the same Beneficiary or a Member of the Family of the Beneficiary. Any distribution must be made before January 1, 2026 and cannot exceed the annual \$15,000 contribution limit prescribed by Section 529A(b)(2)(B)(i) of the Code.

Indiana K-12 Tuition: K-12 Tuition for a school located in Indiana.

Indiana Qualified Higher Education Expenses: Qualified Expenses, excluding K-12 Tuition.

K-12 Tuition: Qualified elementary and secondary tuition expenses as defined in the Code and as may be further limited by the Plan. These expenses are defined as expenses for tuition in connection with enrollment or attendance at an elementary or secondary public, private, or religious school.

Qualified ABLE Program: A program designed to allow individuals with disabilities to save for qualified disability expenses. Qualified ABLE Programs are sponsored by states or state agencies and are authorized by Section 529A of the Code.

Recapture Distribution: A Non-Qualified Distribution (other than as a result of the death or Disability of the Beneficiary, the Beneficiary’s receipt of a scholarship that paid for all or part of the Qualified Expenses of the Beneficiary (to the extent that the withdrawal or distribution does not exceed the amount of the scholarship), a Refunded Distribution, or a distribution used to pay K-12 Tuition for a school outside of Indiana, a Rollover Distribution or any termination of your Account within 12 months after your Account was opened.

17. The following definition is replaced in its entirety in the Glossary beginning on page 31.

Qualified Expenses: Qualified higher education expenses as defined in the Code and as may be further limited by CollegeChoice CD. Generally, these include the following:

1. tuition, fees and the costs of textbooks, supplies, and equipment required for the enrollment or attendance of a Beneficiary at an Eligible Educational Institution;
2. certain costs of the room and board of a Beneficiary for any academic period during which the student is enrolled at least half-time at an Eligible Educational Institution;
3. expenses for special needs Beneficiaries that are necessary in connection with their enrollment or attendance at an Eligible Educational Institution;
4. expenses for the purchase of computer or peripheral equipment (as defined in section 168(i)(2)(B) of the Code), computer software (as defined in section 197(e)(3)(B) of the Code), or Internet access and related services, if the 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; and
5. K-12 Tuition.

18. The following definition is replaced in its entirety in the Glossary beginning on page 31.

Contribution Date: The day on which contributions to your Account are credited as follows:

- Contributions by check received before 2 p.m. Eastern Time are credited on the same Exchange Business Day. Contributions by check received after 2 p.m. Eastern Time are credited on the next Exchange Business Day.
- Contributions by E-Check and credit card are credited on the next Exchange Business Day.
- Contributions by ACH or wire transfer are credited on the Exchange Business Day the Bank receives the funds.
- All other Contribution Dates vary by method and timing of the contribution.

We will generally treat contributions sent by U.S. mail as having been made in a given year if checks are postmarked on or before December 31 of the applicable year, and provided the checks are subsequently paid. With respect to EFT contributions, for tax purposes we will generally treat contributions received by us in a given year as having been made in that year if you initiate them on or before December 31 of such year, provided the funds are successfully deducted from your checking or savings account at another financial institution. Your contributions made by ACH will generally be considered received by us in the year the ACH debit has been deducted from your checking or savings account at another financial institution. **See Contributing to Your Account, starting on page 7.**

19. The section entitled COLLEGECHOICE COLLEGESURE® CD on page 16 of the Disclosure Statement is replaced in its entirety as follows:

The CollegeChoice CD CollegeSure® CD was discontinued October 24, 2016. CollegeSure® CDs issued prior to October 24, 2016 will remain outstanding until their stated maturity date under the terms and conditions detailed below.

Product. CollegeChoice CollegeSure® CDs are variable rate CDs indexed to the college inflation rate as measured by the IC500® index by the College Board. The variable rate is subject to a Floor Rate. On October 24, 2016 (Conversion Date), all CollegeSure® CDs issued to an Account Owner for the same Beneficiary were consolidated into one CollegeSure® CD based upon maturity year within each applicable Account.

Maturity Date. The maturity date of each CollegeSure® CD is July 31 of the year in which the CD matures.

Interest Rate. CollegeSure® CDs pay interest each year they remain outstanding. The interest rate established July 31, 2017 serves as the CD's Floor Rate for the remaining term of the CD. Your Floor Rate will never be less than zero percent. The interest rate will adjust each August 1 based upon the prior year rate and the change in the July 31 college inflation rate, as measured by the College Board's Independent College 500® Index (IC 500®) subject to the Floor Rate. The IC 500® index is published online at www.collegechoicecd.com.

Annual Percentage Yield (APY). The APY of each CollegeSure® CD is the greater of the Floor Rate or the prior year interest rate adjusted by the change in the July 31 college inflation rate as measured by the IC 500®. Under certain college inflation scenarios, you may receive a higher interest rate in the future as a result of the Conversion. If the college inflation rate decreases, your APY will not go below your Floor Rate. If the college inflation rate increases, your APY will increase accordingly. The maximum interest rate cap on CollegeSure® CDs was eliminated October 24, 2016.

Accrual, Crediting and Compounding. Interest is calculated using the daily balance method, which applies a daily periodic rate to the principal in the Account each day. Interest on each CollegeSure® CD is compounded and credited annually each July 31. No interest will be earned after the Maturity Date.

Options at Maturity. The CollegeSure® CD does not automatically renew. We will provide written notification at least 60 days before the Maturity Date. You must provide written instructions at least 30 days prior to the Maturity Date if you would like the proceeds upon maturity of the CollegeSure® CD to be invested other than in accordance with the Default Action described in this document. If you provide instructions in good order, funds will be disbursed from your Account no later than the first Business Day following the Maturity Date.

If we do not receive instructions, at maturity we will take the following default action:

- We will automatically transfer matured funds into a CollegeChoice CollegeSure® Honors Savings Account (Honors Savings Account) until you provide distribution or other investment instructions.

Alternatively, you may choose one of the following options at maturity:

- Transfer the matured funds to a CollegeChoice Fixed Rate CD;
- Rollover the matured funds to a CollegeChoice Direct or CollegeChoice Advisor account or into an account in another qualified 529 program; or
- Take a Qualified or Non-Qualified Distribution of the funds.

Please note any actions other than taking a Qualified or Non-Qualified Distribution or a default action stated above could be considered one of your two allowable calendar year investment exchanges and could therefore be subject to the restrictions described in **Maintaining and Making Changes to Your Account starting on page 27.**

Early Withdrawal. Upon 30 days prior written notice, you may take a Qualified or Non-Qualified Distribution, in whole or in part prior to the Maturity Date. No penalty will be imposed for early withdrawals on or prior to October 31, 2019. All principal withdrawals taken after the penalty-fee period (October 31, 2019), are subject to an Early Withdrawal Penalty equal to 5% of the principal amount withdrawn. In the final year of a CollegeSure® CD, the Early Withdrawal Penalty is 1% of principal withdrawn. An early withdrawal will reduce earnings. CSB retains the right to terminate a CollegeSure® CD if the withdrawal of principal from the CD would result in a balance of less than \$250.

In addition to an Early Withdrawal Penalty, if the withdrawal is a Non-Qualified Distribution, you may also be subject to the Distribution Tax and recapture of the State income tax credit as discussed in **Certain State Tax Considerations: Recapture of Indiana Income Tax Credit on page 24.**

Lifetime APY assumes interest remains on deposit until maturity.

ACH Plan and Payroll Deduction. Effective October 24, 2016, all contributions to the Accumulator Account through an ACH Plan and/or payroll deduction, and all balances from your Accumulator Account were transferred to the CollegeSure® Honors Savings Account. Your ACH Plan and/or payroll deduction continued uninterrupted and deposited into your Honors Savings Account. Effective October 24, 2016, we no longer offer new CollegeSure® CDs as a CD option; therefore, cannot use funds from your Honors Savings Account to purchase new CollegeSure® CDs. However, the Honors Savings Account can be used to purchase new Fixed Rate CDs. The change from an Accumulator Account to the Honors Savings Account was a program-initiated change and will not, therefore, be considered one of your twice-annual investment exchanges. See CollegeChoice **CollegeSure® Honors Savings Account** for additional information.

20. The section entitled ACCUMULATOR ACCOUNT AND SAVINGS ACCOUNT TERMS AND CONDITIONS on page 21 of the Disclosure Statement is replaced in its entirety as follows:

COLLEGECHOICE COLLEGESURE® HONORS SAVINGS ACCOUNT

Product. The CollegeChoice CollegeSure® Honors Savings Account (Honors Savings Account) is a high-yielding, variable rate savings account. Effective October 24, 2016, all balances from the Accumulator and Savings Accounts were transferred to the new Honors Savings Account.

Minimum Contribution Amount. The minimum initial contribution is \$250. Additional contributions of at least \$25 may be made to an existing Account under the same terms and conditions.

ACH Plan and Payroll Deductions. If your initial contribution is less than \$250, you may contribute \$25 per month if you use an ACH Plan or \$25 per pay period using payroll deduction. The APY of the Honors Savings Account will be the APY offered as of the Contribution Date of the initial \$25 contribution.

Interest Rate and Annual Percentage Yield (APY). The Interest Rate and APY is published online at www.collegechoicecd.com. Rates are reviewed by CSB on a periodic basis and may be reset at any time without notice.

Interest Accrual, Compounding and Crediting. Interest begins to accrue on the Contribution Date and is credited and compounded quarterly. Interest is calculated using the daily balance method, which applies a daily periodic rate to the applicable principal in the Account each day. If you close your Account before interest is credited, you will receive the accrued interest.

Withdrawals. Withdrawals from the Account must be made by submitting a Distribution Authorization Form. You may call a Client Service Representative at 1.888.913.2885 to receive a Distribution Authorization Form or download the form from our website at www.collegechoicecd.com. Generally, withdrawals will be processed within ten (10) business days.

If the withdrawal is a Non-Qualified Distribution, you may also be subject to the Distribution Tax and recapture of the State income tax credit as discussed in **Certain State Tax Considerations: Recapture of Indiana Income Tax Credit on page 24.**

Please file this Supplement to the CollegeChoice CD 529 Savings Plan Disclosure Statement with your records.

**SUPPLEMENT DATED FEBRUARY 2017 TO THE
COLLEGECHOICE CD 529 SAVINGS PLAN
DISCLOSURE STATEMENT DATED JANUARY 1, 2012**

This Supplement describes important changes and updates. Review this information carefully and keep it together with your current copy of the CollegeChoice CD 529 Savings Plan Disclosure Statement. Any information in the Disclosure Statement inconsistent with the information provided in this Supplement is superseded by the information in this Supplement. Capitalized terms used in this Supplement not otherwise defined have the same meaning as the term included in the Disclosure Statement.

1. In the section titled "Contributing To Your Account," the "Maximum Account Balance" subsection on page 10 is replaced with the following:

Maximum Account Balance. You can contribute up to a Maximum Account Balance of \$450,000 for each Beneficiary. The aggregate market value of all accounts for the same Beneficiary under all Qualified Tuition Programs sponsored by the State are counted toward the Maximum Account Balance regardless of the Account Owner. Earnings may cause the account balances for any one Beneficiary to exceed \$450,000 and no further contributions will be allowed at that point. If a contribution is made to an Account that would cause the aggregate balance of all accounts to exceed the Maximum Account Balance, all or a portion of the contribution amount will be returned to you or the contributor. If you are enrolled in an ACH Plan, the ACH Plan will be discontinued.

Should the Authority decide to increase this amount, which it may in its sole discretion, additional contributions up to the new Maximum Account Balance will be accepted.

2. In the section titled "Glossary", the "Maximum Account Balance" subsection on page 32 is updated with the following:

Maximum Account Balance: The maximum aggregate balance of all accounts for the same Beneficiary in Qualified Tuition Programs sponsored by the State of Indiana, as established by the Authority from time to time, which will limit the amount of contributions that may be made to accounts for any one Beneficiary, as required by Section 529 of the Code. The current Maximum Account Balance is \$450,000.

**SUPPLEMENT DATED SEPTEMBER 2016 TO THE
COLLEGECHOICE CD 529 SAVINGS PLAN
DISCLOSURE STATEMENT DATED JANUARY 1, 2012**

This Supplement describes important changes and updates. Review this information carefully and keep it together with your current copy of the CollegeChoice CD 529 Savings Plan Disclosure Statement. Any information in the Disclosure Statement inconsistent with the information provided in this Supplement is superseded by the information in this Supplement. Capitalized terms used in this Supplement not otherwise defined have the same meaning as the term included in the Disclosure Statement.

CollegeChoice CD 529 Savings Plan Recordkeeping Updates. On or about October 24, 2016, we will convert our recordkeeping and online account access systems to offer Account Owners more features that will improve and simplify their 529 savings plan experience (Conversion). The Conversion will take place Friday, October 21, 2016, at 6PM EST and will be completed at 9AM EST on October 24, 2016. This Supplement outlines the changes and upcoming key dates to be aware of during this Conversion.

Account Owners of multiple CollegeChoice CollegeSure® CDs. Account Owners with more than one (1+) CollegeChoice CollegeSure® CD (CollegeSure® CD) for the same Beneficiary, maturing within the same maturity year, will see a consolidation within their Accounts into one (1) new CollegeSure® CD per maturity year. As of the Conversion Date, the new starting annual percentage yield (APY) (Conversion Date APY) is a calculated weighted-average which takes into account the balance (\$) of each individual CollegeSure® CD and its related current year APY (%) within that maturity year.

The Conversion Date APY will become your new minimum or floor interest rate (Floor Rate) resulting in the same interest rate (or better in some cases) had the consolidation not occurred. The yield on your CollegeSure® CD will never be less than the Floor Rate. The new CollegeSure® CD will be adjusted annually on each July 31 based upon the change in college inflation as measured by the College Board's Independent College 500® Index (IC 500®). If the college inflation rate decreases, your APY will not go below your Conversion Date APY. If the college inflation rate increases, your APY will increase accordingly. On the Conversion Date, we will also eliminate the maximum interest rate cap on all CollegeSure® CDs.

Account Owners of a single CollegeSure® CD within a maturity year. Your account APY will remain unchanged at October 24, 2016. As of the Conversion Date, your existing APY will become your new Floor Rate. Under certain college inflation scenarios, you may receive a higher interest rate in the future as a result of the Conversion. If the college inflation rate decreases, your APY will not go below your Floor Rate. If the college inflation rate increases, your APY will increase accordingly. On the Conversion Date, we will also eliminate the maximum interest rate cap on all CollegeSure® CDs.

Options for your existing CollegeSure® CD Account after the Conversion. Following the Conversion, we will waive the early withdrawal penalty for CollegeSure® CDs withdrawn within 18 months after the Conversion date (October 24, 2016). Any early withdrawals made later than 18 months after the Conversion date (October 24, 2016) will be subject to the Early Withdrawal Penalty. Please contact a Client Service Representative at 1.888.913.2885 for more information.

Federal law permits you to move existing CollegeChoice CD Account assets to a different mix of CD Options up to two times each calendar year – or whenever you change the Beneficiary of your Account. Because this transition is a program-initiated change, it will not be considered as one of your twice-per-year permitted CD Option exchanges.

You may continue to exercise all rights with respect to your Accounts until 6PM EST on October 20, 2016, at which time a suspension of certain transactions will begin as detailed in the Key Conversion Dates table below. You will remain invested in your CD Options (except if, as described above, your CollegeSure® CDs are consolidating) but will have limited access and ability to conduct transactions until the completion of the Conversion at 9AM EST on October 24, 2016.

Additionally, you will not be able to initiate electronic transactions after midnight EST on October 20, 2016 until 9AM EST on October 24, 2016. However, you will continue to receive your existing interest rate and APY on your CD products during the Conversion.

KEY CONVERSION DATES:

Date	Action
Ongoing through 6PM EST on Friday, October 21, 2016	Continue to contact Client Service Representatives at 888-913-2885.
Thursday, October 20, 2016	<ul style="list-style-type: none"> • Electronic Transactions (online, fax, ACH, payroll deductions) received by midnight EST on Thursday October 20, 2016 will be processed on Friday October 21, 2016. Requests received after this time will be processed beginning on October 24, 2016 at 9AM EST. • Mailed-in Transactions (Enrollments, Deposits) will be processed until 6PM EST on Thursday, October 20, 2016.
Friday, October 21, 2016	All Account Owners will be able to access their Accounts online until 6PM EST.
Monday, October 24, 2016	<ul style="list-style-type: none"> • Starting at 9AM EST, Client Service Representatives can be reached at 888-913-2885 and all Account Owners will be able to conduct all transactions on their Accounts. • All Account Owners will be able to set up new Account access at www.collegechoicecd.com.
Week of October 24, 2016	All Account Owners will receive a statement showing their pre-Conversion activity. If you are a CollegeSure® CD Account Owner, your statement will also show your new Floor Rate. The APY for all other products will be shown at the time interest is credited—quarterly for savings accounts, annually for Fixed Rate CDs and CollegeSure® CDs, and at maturity for InvestorSure® CDs.
Week of October 31, 2016	All Account Owners will receive an opening monthly statement and a description of the statement changes.

Accordingly, the following changes are made to the Program Disclosure Statement:

1. The section entitled CD OPTION PROFILES on page 16 of the Disclosure Statement is replaced in its entirety as follows:

The following profiles highlight the investment objective and strategy of each CD Option and savings account.

Issuer. All CDs and savings accounts are issued by College Savings Bank, a Division of NexBank SSB (CSB). CSB’s deposits are insured up to applicable statutory limits by the FDIC. Each CD is governed by the statutes, rules and regulations of the State of Texas and the FDIC.

FDIC Insurance. Your principal and accrued interest on a CD, for FDIC deposit insurance purposes, will be added to any other deposit accounts you hold at CSB in the same right and capacity and will be insured by the FDIC up to \$250,000 in the aggregate. For this purpose, all Accounts with the same Account Owner will be deemed to be held in the same right and capacity and will be combined for purposes of this \$250,000 limitation. FDIC deposit insurance is backed by the full faith and credit of the U.S. Government. Separate deposit insurance for accounts with the same Account Owner and Beneficiary may also be available in certain limited circumstances.

2. The section entitled COLLEGECHOICE COLLEGESURE® CD beginning on page 16 of the Disclosure Statement is replaced in its entirety as follows:

Effective October 21, 2016, we will no longer offer CollegeChoice CD CollegeSure® CDs. CollegeSure® CDs issued prior to October 21, 2016, will remain outstanding until their stated maturity dates under the terms and conditions detailed below.

Product. CollegeChoice CollegeSure® CDs are variable rate CDs indexed to the college inflation rate as measured by the College Board's Independent College 500® Index (IC 500®). The variable rate is subject to the Floor Rate. On October 24, 2016 (Conversion Date), all CollegeSure® CDs issued to an Account Owner for the same Beneficiary will be consolidated into one CollegeSure® CD based upon maturity year within each applicable Account.

Maturity Date. The maturity date of each CollegeSure® CD is July 31 of the year in which the CD matures.

Interest Rate. CollegeSure® CDs pay interest each year they remain outstanding. The interest rate for each CollegeSure® CD will be initially established at the Conversion Date based on the weighted-average interest rate of all CollegeSure® CDs with the same maturity year in an Account. This new interest rate will be in effect for the period October 23, 2016, through July 31, 2017, and will serve as the CD's minimum APY (Floor Rate) for the remaining term of the new CollegeSure® CD. Your Floor Rate will never be less than zero percent. The interest rate will adjust each August 1 thereafter based upon the prior year rate and the change in the July 31 college inflation rate, as measured by the IC 500® and subject to the Floor Rate established at the Conversion Date. The IC 500® is published online at www.collegechoicecd.com.

Annual Percentage Yield (APY). The APY of each CollegeSure® CD is the greater of the Floor Rate or the prior year interest rate adjusted by the change in the July 31 college inflation rate as measured by the IC 500®. Under certain college inflation scenarios, you may receive a higher interest rate in the future as a result of the Conversion. If the college inflation rate decreases, your APY will not go below your Conversion Date APY. If the college inflation rate increases, your APY will increase accordingly. On the Conversion Date, we will also eliminate the maximum interest rate cap on all CollegeSure® CDs.

Accrual, Crediting and Compounding. Interest is calculated using the daily balance method which applies a daily periodic rate to the principal in the Account each day. Interest on each CollegeSure® CD is compounded and credited annually each July 31. No interest will be earned after the Maturity Date.

Options at Maturity. The CollegeSure® CD does not automatically renew. We will provide written notification at least 60 days before the Maturity Date. You must thereafter provide written instructions at least 30 days prior to the Maturity Date if you would like the proceeds upon maturity of the CollegeSure® CD to be invested other than in accordance with the default action described below. If you provide instructions in good order, funds will be disbursed from your Account no later than the first Business Day following the Maturity Date.

If we do not receive instructions, at maturity we will take the following default action:

- We will automatically transfer matured funds into a CollegeChoice CollegeSure® Honors Savings Account (Honors Savings Account) until you provide distribution or other investment instructions.

Alternatively, you may choose one of the following options at maturity:

- Transfer the matured funds to a CollegeChoice Fixed Rate CD;
- Rollover the matured funds to a CollegeChoice Direct or CollegeChoice Advisor account or into an account in another qualified 529 program; or
- Take a Qualified or Non-Qualified Distribution of the funds.

Please note any actions other than taking a Qualified or Non-Qualified Distribution or a default action stated above could be considered one of your two allowable calendar year investment exchanges and could therefore be subject to the restrictions described in **Maintaining and Making Changes to Your Account** starting on page 27.

Early Withdrawal. Upon 30 days prior written notice, you may take a Qualified or Non-Qualified Distribution, in whole or in part prior to the Maturity Date. All early withdrawals taken later than 18 months after the Conversion date are subject to an Early Withdrawal Penalty equal to 5% of the principal amount withdrawn. In the final year of a CollegeSure® CD, the Early Withdrawal Penalty is 1% of principal withdrawn. An early withdrawal will reduce earnings. We retain the right to terminate a CollegeSure® CD if the withdrawal of principal from the CD would result in a balance of less than \$250.

In addition to an Early Withdrawal Penalty, if the withdrawal is a Non-Qualified Distribution, you may also be subject to the Distribution Tax and recapture of the State income tax credit as discussed in **Certain State Tax Considerations: Recapture of Indiana Income Tax Credit** on page 24.

Lifetime APY assumes interest remains on deposit until maturity.

ACH Plan and Payroll Deduction. Effective October 24, 2016, if you contribute to the Accumulator Account through an ACH Plan and/or payroll deduction, all balances from your Accumulator Account will be transferred to the Honors Savings Account. Your ACH Plan and/or payroll deduction will continue uninterrupted and will be contributed to your new Honors Savings Account. Effective October 24, 2016, we will no longer offer new CollegeSure® CDs as a CD Option and you, therefore, cannot use funds from your Honors Savings Account to purchase new CollegeSure® CDs. However, the Honors Savings Account can be used to purchase new Fixed Rate CDs.

The change from an Accumulator Account to the Honors Savings Account is a program-initiated change and will not, therefore, be considered one of your twice-annual investment exchanges. See **CollegeChoice CollegeSure® Honors Savings Account** for additional information.

3. The section entitled COLLEGECHOICE INVESTORSURE® CD beginning on page 17 of the Disclosure Statement is replaced in its entirety as follows:

Effective August 2, 2016, we will no longer offer CollegeChoice InvestorSure® CDs. InvestorSure® CDs issued prior to August 2, 2016, will remain outstanding until their stated maturity dates under the terms and conditions detailed below.

Product. CollegeChoice InvestorSure® CD is a five-year variable rate CD product, indexed to the performance of Standard & Poor's® 500 Composite Stock Index (S&P 500®).

Maturity Term. The term for an InvestorSure® CD is five years (60 months) from the Issue Date. The Maturity Date is the first NYSE Exchange Business Day of the month that is five (5) years from the Issue Date. For example, if a certificate was issued on February 1, 2016, the CD will mature on February 1, 2021.

Interest Rate and Annual Percentage Yield (APY). The interest rate and APY are not determined until maturity of the InvestorSure® CD. The APY is the annualized investment return over the life of the InvestorSure® CD. It assumes that the Account Owner holds the InvestorSure® CD until maturity. As the investment return can be zero, CSB does not guarantee any positive APY. In addition, early withdrawal will diminish earnings. See **InvestorSure® CD: Early Withdrawal** starting on page 20 of the Disclosure Statement.

Options at Maturity. The InvestorSure® CD does not automatically renew. We will provide written notification at least 60 days before the Maturity Date. You must thereafter provide written instructions at least 30 days prior to the Maturity Date if you would like the proceeds upon maturity of the InvestorSure® CD to be invested other than in accordance with the default action described below. If you provide instructions in good order, funds will be disbursed from your Account no later than the first Business Day following the Maturity Date.

If we do not receive instructions at maturity, we will take the following default action:

- We will automatically transfer matured funds into an Honors Savings Account until you provide distribution or other investment instructions.

Alternatively, you may choose one of the following options at maturity:

- Transfer the matured funds to a CollegeChoice Fixed Rate CD;
- Rollover the matured funds to a CollegeChoice Direct or CollegeChoice Advisor account or into an account in another qualified 529 program; or
- Take a Qualified or Non-Qualified Distribution of the funds.

Please note any actions other than taking a Qualified or Non-Qualified Distribution or a default action stated above could be considered one of your two allowable calendar year investment exchanges and could, therefore be subject to the restrictions described in **Maintaining and Making Changes to Your Account** starting on page 27.

Market Measure. The Market Measure for the InvestorSure® CD is the S&P 500®. This index is published by Standard and Poor's, a division of The McGraw-Hill Companies, Inc. It is a widely-used index to indicate the movement in common stock prices. The stocks that comprise the S&P 500® account for approximately 75% of the United States equities market, based on market capitalization. For additional information on the S&P 500®, visit www.collegechoicecd.com.

Investment Return. The investment return is computed as the difference between the Closing Market Value (CMV) and the Starting Market Value (SMV) divided by SMV and then multiplied by the Market Participation Factor (MPF), which is represented by the following equation:

$$\frac{(CMV - SMV) \times MPF}{SMV}$$

Closing Market Value (CMV). The CMV is the arithmetic average of the closing value of the S&P 500® on the Valuation Dates. The Valuation Dates are the Exchange Business Days coinciding with 20 quarterly observations between Issue Date and Maturity Date. For example, if the day of the month of the SMV is January 27, 2016, the Valuation Dates will include each April 27, July 27, October 27, and January 27 between the SMV Date and the Maturity Date. If the exact day of the month is not an Exchange Business Day, the Valuation Date that month is the first preceding Exchange Business Day.

Starting Market Value (SMV). The SMV is the closing value of the S&P 500® three (3) Exchange Business Days prior to the Issue Date. For example, a CD issued on February 1, 2016 has an SMV equal to the closing value of the S&P 500® on January 27, 2016.

Market Participation Factor (MPF). The MPF is the percentage of S&P 500® investment return you will receive. The MPF for your contribution is determined on the Issue Date. The current MPF is 70%. CSB, in its sole discretion, may establish an MPF higher than 70% for future issuances; however, your decision to invest in the InvestorSure® CD should be based on the assumption that the MPF will be 70%. To the extent the investment return on an InvestorSure® CD is positive, a 70% MPF will result in a lower investment return compared to a 100% MPF.

The above formula for calculating investment return assumes that the Account Owner does not take a distribution prior to maturity, and is not applicable for early withdrawals.

The following table illustrates how the investment return would be calculated by using historical data and assuming that a five-year InvestorSure® CD was issued on August 1, 2011 and matured on August 1, 2016.

Issue Date	Maturity Date	Valuation Date	S&P Close Value
8/1/11 (SMV)	8/1/16	7/27/11*	1,304.89
1st Valuation Date		10/27/11	1,284.59
2nd Valuation Date		1/27/12	1,316.33
3rd Valuation Date		4/27/12	1,403.36
4th Valuation Date		7/27/12	1,385.97
5th Valuation Date		10/26/12	1,411.94
6th Valuation Date		1/25/13	1,502.96
7th Valuation Date		4/26/13	1,582.24
8th Valuation Date		7/26/13	1,691.65
9th Valuation Date		10/25/13	1,759.77
10th Valuation Date		1/27/14	1,781.56
11th Valuation Date		4/25/14	1,863.40
12th Valuation Date		7/25/14	1,978.34
13th Valuation Date		10/27/14	1,961.63
14th Valuation Date		1/27/15	2,029.55
15th Valuation Date		4/27/15	2,108.92
16th Valuation Date		7/27/15	2,067.64
17th Valuation Date		10/27/15	2,065.89
18th Valuation Date		1/27/16	1,882.95
19th Valuation Date		4/27/16	2,095.15
20th Valuation Date		7/27/16	2,166.58

*7/27/11 indicates the starting market value.

Total S&P Close Value: 35,340.42

Divided by Number of Valuation Dates: 20

CMV: 1,767.02

Investment Return:

$$70\% \times \frac{(1,767.02 - 1,304.89)}{1,304.89} = 24.79\%$$

1,304.89

$$APY = (1 + 24.79\%)^{1/5} - 1 = 4.53\%$$

Impact of Averaging. The CMV is not determined by calculating the closing value of the S&P 500® on any particular day (such as the Maturity Date or the last Valuation Date). The CMV is determined by averaging the closing value of the S&P 500® over the 20 quarterly observations between the SMV and the CMV of the InvestorSure® CD. This method moderates fluctuations in the value of the S&P 500®. Thus, the investment return on an InvestorSure® CD is different than the investment return that would be obtained if the CMV were the value of the S&P 500® on a single day.

If the value of the S&P 500 on the last Valuation Date is lower than the previous 19 Valuation Dates, then the investment return will be higher by using averaging compared to an investment return using only the S&P 500 value on the last Valuation Date. Conversely, if the value of the S&P 500 on the last Valuation Date is higher than the previous 19 Valuation Dates, then the investment return may be lower by using averaging compared to an investment return using only the S&P 500 value on the last Valuation Date.

Upside Payment. At maturity, you may receive an Upside Payment on the InvestorSure® CD. The Upside Payment will be the investment return multiplied by the principal amount of the InvestorSure® CD. If there is no change, or if there is a decrease, in the Market Measure from SMV to the CMV, you will not be paid an Upside Payment. CSB does not guarantee an APY, and offers no warranties, either express or implied, that the InvestorSure® CD will result in any Upside Payment. If the CD is withdrawn prior to maturity, you will not receive any Upside Payment.

Early Withdrawal. Upon 30 days prior written notice, you may take a Qualified or Non-Qualified Distribution, in whole or in part, only on the anniversary date of the InvestorSure® CD's Issue Date. Withdrawals prior to the Maturity Date are subject to an Early Withdrawal Penalty equal to 10% of the principal of the InvestorSure® CD.

You will also forfeit any Upside Payment, which is determined upon maturity. We retain the right to terminate an InvestorSure® CD if the withdrawal of principal from the CD would result in a balance of less than \$250.

In addition to an Early Withdrawal Penalty, if the withdrawal is a Non-Qualified Distribution, you may also be subject to the Distribution Tax and recapture of the State income tax credit as discussed in **Certain State Tax Considerations: Recapture of Indiana Income Tax Credit** on page 24.

ACH Plan and Payroll Deduction. Effective October 24, 2016, if you contribute to the Accumulator Account through an ACH Plan and/or payroll deduction, all balances from your Accumulator Account will be transferred to the new Honors Savings Account. Your ACH Plan and/or payroll deduction will continue uninterrupted and will be contributed to your new Honors Savings Account. Effective August 2, 2016, we will no longer offer new InvestorSure® CDs as a CD Option and you, therefore, cannot use funds from your Honors Savings Account to purchase new InvestorSure® CDs. However, the Honors Savings Account can be used to purchase new Fixed Rate CDs.

The change from an Accumulator Account to the Honors Savings Account is a program-initiated change and will not, therefore, be considered one of your twice-annual investment exchanges. See **CollegeChoice CollegeSure® Honors Savings Account** for additional information.

4. The section entitled COLLEGECHOICE FIXED RATE CD on page 20 of the Disclosure Statement is replaced in its entirety as follows:

Product. CollegeChoice Fixed Rate CDs earn a fixed rate for the entire term of the CD, determined at the time the CD is opened. The rate and annual percentage yield (APY) will appear on your deposit confirmation.

Maturities Available:

- 1-year Fixed Rate CD (12 month maturity)
- 2-year Fixed Rate CD (24 month maturity)
- 3-year Fixed Rate CD (36 month maturity)

Minimum Contribution Amounts; ACH and Payroll Deductions. The minimum initial contribution for a Fixed Rate CD is \$250. Additional contributions of \$25 may be made to existing CDs under the same terms and conditions as the original CD. Additionally, the maturity date of any additional contributions will match the maturity date of the existing CD. If you do not intend to contribute \$250 to your Account at the time of enrollment, you may contribute \$25 per month to the Honors Savings Account using an ACH Plan or \$25 per pay period using payroll deduction. The APY of the Fixed Rate CD you purchase will be the APY offered as of the Contribution Date of your initial \$25 contribution.

Interest Rate and Annual Percentage Yield (APY). The interest rate and APY are published online at www.collegechoicecd.com. Account Owners will receive the published interest rate on the Contribution Date, except for online contributions where the Account Owner will receive the interest rate applicable at the time of the day when the online application and funding are complete. Additional contributions to existing CDs will earn the same interest rate and APY as the original CD. If you prefer to mail in a check to fund the CD, the Account will be opened at the applicable interest rate for the term selected on the Contribution Date.

Accrual, Crediting and Compounding. Interest begins to accrue on your account on the Contribution Date and is compounded on a daily basis using the daily balance method to calculate the interest on your account. This method applies a daily periodic rate calculated by dividing the interest rate by three hundred sixty-five (365), even in leap years. Interest is compounded and credited to your Account annually and paid upon maturity of the CD. No interest will be earned after maturity unless the CD is renewed for another term.

ACH Plan and Payroll Deduction. Effective October 24, 2016, if you contribute to the Accumulator Account through an ACH Plan and/or payroll deduction, all balances from your Accumulator Account will be transferred to your selected Fixed Rate CD, as per your Enrollment instructions. Your ACH Plan and/or payroll deduction will continue uninterrupted.

Options at Maturity. We will provide written notification at least 60 days before the Maturity Date. You must thereafter provide written instructions at least 30 days prior to the Maturity Date if you would like the proceeds upon maturity of the Fixed Rate CD to be invested other than in accordance with the default action described below. If you provide instructions in good order, funds will be disbursed from your Account no later than the first Business Day following the Maturity Date.

If we do not receive instructions at maturity, we will take the following default action:

- We will automatically renew the Fixed Rate CD for the same term as the original CD at the then-current rate of interest.

Alternatively, you may choose one of the following options at maturity:

- Transfer the matured funds to a new CollegeChoice Fixed Rate CD or an Honors Savings Account;
- Rollover the matured funds to a CollegeChoice Direct or CollegeChoice Advisor account or into an account in another qualified 529 program; or
- Take a Qualified or Non-Qualified Distribution of the funds.

Please note any actions other than taking a Qualified or Non-Qualified Distribution or a default action stated above could be considered one of your two allowable calendar year investment exchanges and could, therefore, be subject to the restrictions described in **Maintaining and Making Changes to Your Account** starting on page 27.

Early Withdrawal. Early Withdrawal. Upon 30 days prior written notice, you may take a Qualified or Non-Qualified Distribution, in whole or in part. Withdrawals prior to the Maturity Date are subject to an Early Withdrawal Penalty equal to three (3) months of interest. The APY applied to a Fixed Rate CD assumes the funds remain on deposit until the Maturity Date. An early withdrawal will reduce earnings.

In addition to an Early Withdrawal Penalty, if the withdrawal is a Non-Qualified Distribution, you may also be subject to the Distribution Tax and recapture of the State income tax credit as discussed in **Certain State Tax Considerations: Recapture of Indiana Income Tax Credit** on page 24.

5. The section entitled ACCUMULATOR ACCOUNT AND SAVINGS ACCOUNT TERMS AND CONDITIONS on page 21 of the Disclosure Statement is replaced in its entirety as follows:

COLLEGECHOICE COLLEGESURE® HONORS SAVINGS ACCOUNT

Product. The CollegeChoice CollegeSure® Honors Savings Account (Honors Savings Account) is a high-yielding, variable rate savings account. Effective October 24, 2016, all balances from the Accumulator and Savings Accounts will be transferred to the new Honors Savings Account.

Minimum Contribution Amount. The minimum initial contribution is \$250. Additional contributions of at least \$25 may be made to an existing Account under the same terms and conditions.

ACH Plan and Payroll Deductions. If your initial contribution is less than \$250, you may contribute \$25 per month if you use an ACH Plan or \$25 per pay period using payroll deduction. The APY of the Honors Savings Account will be the APY offered as of the Contribution Date of the initial \$25 contribution.

Interest Rate and Annual Percentage Yield (APY). The Interest Rate and APY which will be tied to the College Board's Independent College 500® (IC 500®) Index are published online at www.collegechoicecd.com. Rates will be reviewed by CSB on a periodic basis and may be reset at any time without notice.

Interest Accrual, Compounding and Crediting. Interest begins to accrue on the Contribution Date and is credited and compounded quarterly on January 31, April 30, July 31 and October 31. Interest is calculated using the daily balance method, which applies a daily periodic rate to the applicable principal in the Account each day. If you close your Account before interest is credited, you will receive the accrued interest.

Withdrawals. Withdrawals from the Account must be made by submitting a Distribution Authorization Form. You may call a Client Service Representative at 1.888.913.2885 to receive a Distribution Authorization Form or download the form from our website at www.collegechoicecd.com. Generally, withdrawals will be processed within ten (10) business days.

If the withdrawal is a Non-Qualified Distribution, you may also be subject to the Distribution Tax and recapture of the State income tax credit as discussed in **Certain State Tax Considerations: Recapture of Indiana Income Tax Credit** on page 24.

6. The section entitled MAINTAINING AND MAKING CHANGES TO YOUR ACCOUNT, subsection 'Once Per Calendar Year Investment Exchange' on page 28 of the Disclosure Statement is replaced in its entirety as follows:

Twice Per Calendar Year Investment Change. Federal law allows you to change the investment options in which you currently invest for each Beneficiary twice per calendar year. You can initiate this transaction by contacting a Client Service Representative at 1.888.913.2885 or by downloading a form from our website at www.collegechoicecd.com. If you choose to change a CD Option and thereby terminate an existing CD prior to its Maturity Date, you may be subject to an Early Withdrawal Penalty.

APY (Annual Percentage Yield) is subject to change at any time. Early withdrawal penalties may apply and may reduce earnings on the account.

Neither CollegeChoice CD, nor the Indiana Education Savings Authority, nor NexBank SSB, nor other organizations participating in the program are providing tax, legal or accounting advice. This material has been prepared for informational purposes only, and is not intended to provide, and should not be relied on for, tax, legal or accounting advice. You should consult your own tax, legal and accounting advisors before engaging in any transaction.

**SUPPLEMENT DATED JULY 2016 TO THE
COLLEGECHOICE CD 529 SAVINGS PLAN
DISCLOSURE STATEMENT DATED JANUARY 1, 2012**

This Supplement describes important changes and updates. Review this information carefully and keep it together with your current copy of the CollegeChoice CD 529 Savings Plan Disclosure Statement. Any information in the Disclosure Statement inconsistent with the information provided in this Supplement is superseded by the information in this Supplement.

Qualified Higher Education Expenses Expanded to Include Computer Technology and Equipment

Pursuant to recent changes in federal law, the list of qualified higher education expenses has been expanded to include computer and related equipment, software and services, with a retroactive effective date of January 1, 2015. Accordingly, the following changes are made to the Program Description:

- 1. The definition of Qualified Expenses on page 33 of the Disclosure Statement is replaced in its entirety as follows:***

Qualified Expenses: Qualified higher education expenses as defined in the Code and as may be further limited by CollegeChoice CD, related to enrollment or attendance at an Eligible Educational Institution. Generally, these include the following:

- Tuition, fees, and the costs of textbooks, supplies, and equipment required for the enrollment or attendance of a Beneficiary at an Eligible Educational Institution;
- Certain costs of room and board of a Beneficiary for any academic period during which the Beneficiary is enrolled at least half-time at an Eligible Educational Institution;
- Expenses for “special needs” services needed by a special needs Beneficiary which must be incurred in connection with the Beneficiary’s enrollment or attendance at an Eligible Educational Institution; and
- Expenses for the purchase of computer or peripheral equipment (as defined in section 168(i)(2)(B) of the Code), computer software (as defined in section 197(e)(3)(B) of the Code), or Internet access and related services, if the 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.

Refunds from Eligible Educational Institutions can be Recontributed

Pursuant to recent changes in federal law, if a Beneficiary receives a refund of any Qualified Expenses from an Eligible Educational Institution, as long as the refund is recontributed to a Qualified Tuition Program for the same Beneficiary within 60 days of the date of the refund, the refund will not be subject to federal and Indiana state income tax or the Distribution Tax. However, recontributed funds are not eligible for the Indiana state income tax credit. This change is retroactively effective January 1, 2015 and allows for refunds received from Eligible Educational Institutions after December 31, 2014 and before December 18, 2015 to be recontributed up to and including February 16, 2016.

Accordingly, the following changes are made to the Program Description:

2. *The following section is added after the section entitled Rollover Contributions on page 9 of the Program Description:*

Refunded Distributions. In the event the Beneficiary receives a refund from an Eligible Educational Institution, those funds will be eligible for recontribution to your Account if:

- The Beneficiary of your Account is the same beneficiary receiving the refund; and
- The recontribution is made within 60 days of the date of the refund.

The recontributed amount will not be subject to federal or Indiana state income tax or the Distribution Tax. For tax purposes, please maintain proper documentation evidencing the refund from the Eligible Educational Institution. For refunds received after December 31, 2014 and before December 18, 2015, recontributions must be made by February 16, 2016.

3. *The section entitled Other Distributions beginning on page 25 is amended by replacing the first paragraph in its entirety as follows:*

Other Distributions. The distributions discussed below are not subject to the Distribution Tax. Except for Rollover Distributions and Refunded Distributions, the earnings portion of each distribution discussed will be subject to federal and to any applicable state income taxes. See Certain Federal Tax Considerations: Transfers and Rollovers on page 22 and State Tax Information - Recapture of Income Tax Deduction on page 52). In addition, these distributions may be subject to Early Withdrawal Penalties. You should consult a tax advisor regarding the application of federal and state tax laws if you take any of these distributions.

4. *The section entitled Other Distributions is amended by adding the following paragraph after the Rollover Distribution paragraph on page 26:*

- Refunded Distribution. If you take a Refunded Distribution, any refunds received from an Eligible Educational Institution will not be subject to federal or Indiana state income tax or the Distribution Tax.

5. *The section titled Certain Federal Tax Considerations is amended by adding a new section entitled Refunded Distributions immediately following the section entitled Transfers and Rollovers on page 22.*

Refunded Distributions. Where a distribution is made to pay Qualified Expenses and the distribution or a portion of the distribution is refunded by the Eligible Educational Institution, you may avoid incurring federal income tax or a Distribution Tax if:

- You recontribute the refund to a Qualified Tuition Program account for which the beneficiary is the same beneficiary as the beneficiary who received the refund; and
- The recontribution is made within 60 days of the date of the refund from the Eligible Educational Institution.

6. The section titled *Certain State Tax Considerations* is amended by adding the following paragraph after the paragraph titled “*Indiana Taxation of Non-Qualified and Other Distributions*”.

Refunded Distributions. Where a distribution is made to pay Qualified Expenses and the distribution or a portion of the distribution is refunded by the Eligible Educational Institution, you may avoid incurring Indiana income tax or the recapture of the Indiana state income tax credit claimed by contributors in prior taxable years if:

- You recontribute the refund to a Qualified Tuition Program account for which the beneficiary is the same beneficiary as the beneficiary who received the refund; and
- The recontribution is made within 60 days of the date of the refund from the Eligible Educational Institution.

A taxpayer may not claim the Indiana state income tax credit on any recontributed funds.

7. The definition of *Non-Qualified Distributions* on page 33 is replaced in its entirety with the following:

Non-Qualified Distributions: A distribution from an Account that is not one of the following:

- A Qualified Distribution;
- A distribution paid to a beneficiary of the Beneficiary (or the estate of the Beneficiary) on or after the death of the Beneficiary;
- A distribution by reason of the Disability of the Beneficiary;
- A distribution included in income because the Beneficiary received (i) a tax-free scholarship or fellowship; (ii) Veterans’ education assistance; (iii) Tuition Assistance; or (iv) any other nontaxable (tax-free) payments (other than gifts or inheritances) received as education assistance;
- A distribution by reason of the Beneficiary’s attendance at certain specified military academies;
- A distribution resulting from the use of Education Credits as allowed under federal income tax law;
- A Rollover Distribution to another Qualified Tuition Program that is not sponsored by the State of Indiana in accordance with the Code, with appropriate documentation; or
- A Refunded Distribution.

8. The definition of *Refunded Distribution* is added immediately following the definition of *Qualified Tuition Program* or *529 Plan* on page 33 as follows:

Refunded Distribution: a distribution taken for Qualified Expenses which is later refunded by the Eligible Educational Institution and recontributed to a Qualified Tuition Program that meets the following requirements:

- The recontribution must not exceed the amount of the refund from the Eligible Educational Institution;
- The recontribution must not exceed the amount of distributions previously taken to pay the Qualified Higher Education Expenses of the beneficiary;
- The recontribution must be made to an account in a Qualified Tuition Program of the same beneficiary to whom the refund was made; and
- The funds must be recontributed to a Qualified Tuition Program within 60 days of the date of the refund from the Eligible Educational Institution.

A Refunded Distribution will not be subject to federal or Indiana state income tax or the Distribution Tax.

ADDITIONAL PLAN UPDATES

College Savings Bank Part of NexBank SSB

Effective November 30, 2015, College Savings Bank became part of NexBank SSB. Accordingly, all references to College Savings Bank are replaced with College Savings Bank, a Division of NexBank SSB (CSB).

9. *The following replaces the section titled “Frequently Asked Questions – How do I contact the Plan?” subsection in the Supplement dated January 2015 (originally included on page 6 of the Disclosure Statement).*

Regular Mail:

CollegeChoice CD 529 Savings Plan
c/o College Savings Bank, a Division of NexBank SSB
2515 McKinney Avenue, Suite 1100
Dallas, Texas 75201
Phone: 888.888.2723
Fax: 609.913.2885

10. *The Section titled Fees and Expenses on page 11 is replaced in its entirety as follows:*

FEES AND EXPENSES

Fees. Effective January 6, 2016, we do not charge fees. Funds can be distributed from your account via check, direct deposit or ACH. Overnight delivery and outgoing wire transfers are not available.

Pursuant to agreements with CSB, various banking institutions, broker/dealers and financial planners act as agents or authorized representatives in effecting sales to their customers relating to the Program, and CSB has agreed to pay them a commission.

Account owners pay no commissions to any authorized representative in connection with purchases of CDs. The commissions are an expense of CSB and do not affect the amount of your contribution.

Service-Based and Other Fees. We reserve the right to charge service-based and other Fees if the Authority and CSB determine them to be necessary and reasonable. All Fees are subject to change without prior notice. In addition, we reserve the right to not reimburse fees charged by financial institutions for contributions made either via ACH Plan or E-Check that are cancelled due to insufficient funds in the bank account from which the money is withdrawn.

11. *The third paragraph of the section titled CollegeChoice CollegeSure CD – Options at Maturity on page 17 is replaced in its entirety as follows:*

Alternatively, you may choose one of the following options at maturity:

- Re-invest the matured funds to another CollegeSure CD under the then current terms and conditions;
- Transfer the matured funds to an InvestorSure CD;
- Transfer the matured funds to a 1-, 2-, or 3-year Fixed Rate CD;
- Roll over the matured funds to a CollegeChoice Direct or CollegeChoice Advisor account or into an account in another 529 plan;
- Hold the matured funds in a Savings Account; or
- Take a Qualified or Non-Qualified Distribution of the funds.

12. The third paragraph of the section titled CollegeChoice InvestorSure CD – Options at Maturity on page 18 is replaced in its entirety as follows:

Alternatively, you may choose one of the following options at maturity:

- Transfer the matured funds to a CollegeSure CD;
- Transfer the matured funds to another InvestorSure CD under the then current terms and conditions;
- Transfer the matured funds to a 1-, 2-, or 3-year Fixed Rate CD;
- Roll over the matured funds to a CollegeChoice Direct or CollegeChoice Advisor account or into an account in another 529 plan;
- Hold the matured funds in a Savings Account; or
- Take a Qualified or Non-Qualified Distribution of the funds.

13. The second paragraph of the Section titled CollegeChoice Fixed Rate CD on page 20 is replaced in its entirety as follows:

Maturities Available:

- 1-year Fixed Rate CD (12 month maturity)
- 2-year Fixed Rate CD (24 month maturity)
- 3-year Fixed Rate CD (36 month maturity)

14. The third paragraph of the section titled CollegeChoice Fixed Rate CD – Options at Maturity on page 20 is replaced in its entirety as follows:

Alternatively, you may choose one of the following options at maturity:

- Transfer the matured funds to a CollegeSure CD;
- Transfer the matured funds to an InvestorSure CD;
- Reinvest the matured funds in another 1-, 2-, or 3-year Fixed Rate CD under the then current terms and conditions;
- Roll over the matured funds to a CollegeChoice Direct or CollegeChoice Advisor account or into an account in another 529 plan;
- Hold the matured funds in a Savings Account; or
- Take a Qualified or Non-Qualified Distribution of the funds.

15. College Savings Bank, a Division of NexBank SSB Privacy Policy is replaced in its entirety by the privacy policy attached to this Supplement.

16. The College Savings Bank CollegeSure Certificate of Deposit Terms and Conditions are replaced in their entirety by the CollegeSure Certificate of Deposit Terms and Conditions attached to this Supplement.

17. The College Savings Bank InvestorSure Certificate of Deposit Terms and Conditions are replaced in their entirety by the InvestorSure Certificate of Deposit Terms and Conditions attached to this Supplement.

18. The College Savings Bank Fixed Rate Certificate of Deposit Terms and Conditions are replaced in their entirety by the Fixed Rate Certificate of Deposit Terms and Conditions attached to this Supplement.

19. The College Savings Bank Honors Savings Account Terms and Conditions are replaced in their entirety by the Honors Savings Account Terms and Conditions attached to this Supplement.

NexBank, SSB and its affiliates do not provide tax, legal or accounting advice. This material has been prepared for informational purposes only, and is not intended to provide, and should not be relied on for, tax, legal or accounting advice. You should consult your own tax, legal and accounting advisors before engaging in any transaction.

SUPPLEMENT DATED JANUARY 2015 TO THE COLLEGECHOICE CD 529 SAVINGS PROGRAM DISCLOSURE STATEMENT DATED JANUARY 1, 2012

This supplement describes important changes. Review this information carefully and keep it together with your current copy of the CollegeChoice CD Disclosure Statement. Any information in the Disclosure Statement inconsistent with the information provided in this Supplement is superseded by the information in this Supplement.

Annual Investment Change Limits

Under the recently enacted federal law known as the Achieving a Better Life Experience Act of 2014 or the "ABLE Act of 2014", you will be permitted to change the investment option for all or a portion of the assets in your account for any reason up to two times during each calendar year beginning in 2015. Accordingly, all references to the once per calendar year restriction found throughout this Disclosure Statement should be changed to twice per calendar year.

1. The following replaces the section titled "Frequently Asked Questions", the "How do I contact the Plan?" subsection in the Supplement dated April 2013 (originally included on page 6 of the Disclosure Statement).

Phone: 1.888.913.2885

Monday through Friday, 9 a.m. to 6 p.m. Eastern Time

SUPPLEMENT DATED APRIL 2013 TO THE COLLEGECHOICE CD 529 SAVINGS PROGRAM DISCLOSURE STATEMENT DATED JANUARY 1, 2012

This supplement describes important changes. Review this information carefully and keep it together with your current copy of the CollegeChoice CD Disclosure Statement. Any information in the Disclosure Statement inconsistent with the information provided in this Supplement is superseded by the information in this Supplement.

1. In the section titled "Frequently Asked Questions", the "How do I contact the Plan?" subsection on page 6 is updated with the following:

Phone: 1.888.913.2885

Monday through Friday, 9 a.m. to 8 p.m. Eastern time

2. The section "CD Option Profiles" on page 16 is replaced in its entirety with the following:

CD OPTION AND HONORS ACCOUNT PROFILES

The following profiles highlight the investment objective, and strategy of each CD Option and Honors Savings Account.

Issuer. All CDs and Honors Savings Accounts are issued by CSB, a New Jersey-chartered savings bank. CSB's deposits are insured up to applicable statutory limits by the FDIC. Each CD and Honors Savings Account is governed by the statutes, rules and regulations of the State of New Jersey and the FDIC; CSB's certificate of incorporation and by-laws; the regulations, rules and practices adopted by CSB; and general savings bank practices.

FDIC Insurance. Your interest in the principal and accrued interest on each CD and Honors Savings Account will, for FDIC deposit insurance purposes, be added to any other deposit accounts you hold at College Savings Bank (including any deposit accounts you hold under other 529 plans) in the same right and capacity and insured by the FDIC up to \$250,000 in the aggregate. All 529 program accounts with the same Account Owner will be deemed to be held in the same right and capacity and will be combined for purposes of this \$250,000 limitation. FDIC deposit insurance is backed by the full faith and credit of the U.S. Government. Separate deposit insurance for Accounts with the same Account Owner and Beneficiary may also be available in certain limited circumstances. Please contact a Client Service Representative at 1.888.913.2885 for additional information.

Minimum Deposit Amounts. For each CD Option and Honors Savings Account, the minimum initial contribution is \$250. Subsequent contributions per CD Option or Honors Savings Account are also \$250. For CDs, additional contributions may not be made to existing CDs but may be made into an existing Account to purchase new CDs offered by CSB under any of the three (3) available CD Options.

If you do not intend to contribute \$250 at one time, you may contribute \$25 per month if you use an ACH Plan or \$25 per pay period using payroll deduction. ACH Plan contributions or payroll deductions are held in an Accumulator Account until the balance of your Account reaches \$250. Once the funds reach the \$250 level, they are used to purchase a CollegeSure CD, InvestorSure CD, Fixed Rate CD, or Honors Savings Account, as applicable. See **Contributing to Your Account** beginning on **page 7** for further details. The interest rate on an Accumulator Account is the same as the interest rate paid on a savings account at CSB, which is published online at www.collegechoicecd.com.

3. A new section immediately proceeding the section titled "Accumulator Account and Savings Account Terms and Conditions" starting on page 21 has been added:

HONORS™ SAVINGS ACCOUNT

Product. Honors™ Savings Account is a variable rate savings account.

Annual Percentage Yield (APY). The APY is published online at www.collegechoicecd.com/Honors.asp. Account owners will receive the published APY applicable at the time of the day when the online application and funding are complete. The APY may change without notice.

Interest Accrual, Compounding and Crediting. Interest begins to accrue on the Contribution Date and is credited and compounded quarterly on January 31, April 30, July 31 and October 31. Interest is calculated using the daily balance method, which applies a daily interest rate to the applicable principal in the Account each day. If you close your Account before interest is credited, you will receive the accrued interest.

5. *IRS Increases Annual Federal Gift Tax Exclusion.*

As of January 1, 2013, the federal annual gift tax exclusion has increased to **\$14,000** if filing single, **\$28,000** if married filing jointly (assuming spouses consent to gift-splitting). This applies to 529 plan contributions, although contributors may make up to a **\$70,000 (\$140,000** if married filing jointly and spouses consent to gift-splitting) contribution free of the gift tax if they elect to take that amount into account proportionately over five years. Accordingly, all references to the exclusion of contributions from federal gift tax found throughout this Disclosure Statement should be updated to reflect these increased amounts.

COLLEGECHOICE CD 529 SAVINGS PLAN DISCLOSURE STATEMENT

Offered by the Indiana Education Savings Authority

Dated January 1, 2012

This Disclosure Statement is part of the CollegeChoice CD 529 Savings Plan Enrollment Kit. The Enrollment Kit consists of a Highlights Brochure, this Disclosure Statement, the College Savings Bank Privacy Policy and the Enrollment Form. The Disclosure Statement has been identified by the CollegeChoice CD 529 Savings Plan (CollegeChoice CD) as the Offering Material (as defined in the College Savings Plans Network Disclosure Principles, Statement No. 4, adopted December 17, 2009) intended to provide substantive disclosure of the terms and conditions of an investment in CollegeChoice CD. This Disclosure Statement is designed to comply with the College Savings Plans Network Disclosure Principles, Statement No. 4.

If you are not an Indiana taxpayer, before investing you should consider whether your or the Beneficiary's home state offers a Qualified Tuition Program that provides its taxpayers with favorable state tax and other benefits that may only be available through an investment in the home state's Qualified Tuition Program, and which are not available through an investment in CollegeChoice CD. Since different states have different tax provisions, this Disclosure Statement contains limited information about the state tax consequences of investing in CollegeChoice CD. Therefore, please consult your financial, tax, or other advisor to learn more about how state based benefits (or any limitations) would apply to your specific circumstances.

You also may wish to contact your home state's or any other 529 plan, to learn more about those plans' features, benefits, and limitations. Keep in mind that state-based benefits should be one of many appropriately weighted factors to consider when making an investment decision. In addition, you should periodically assess, and if appropriate, adjust your 529 plan investment choices with your time horizon, risk tolerance, and investment objectives in mind.

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This Disclosure Statement contains important information to be considered in making a decision to contribute to the CollegeChoice CD 529 Savings Plan, including information about risks. Please read it carefully and retain it for future reference. Capitalized terms used in this Disclosure Statement are defined in the **Glossary** starting on page **31**.

FREQUENTLY ASKED QUESTIONS

WHAT IS THE COLLEGECHOICE CD 529 SAVINGS PLAN?

CollegeChoice CD 529 Savings Plan (CollegeChoice CD or the Plan) is a 529 plan offered by the Indiana Education Savings Authority (Authority) and managed by College Savings Bank (sometimes referred to as CSB or the Bank). CollegeChoice CD is designed to help individuals and families save for college in a tax-advantaged way and offers valuable advantages including tax-deferred growth, generous contribution limits and a variety of attractive FDIC-insured products from CSB. In addition, there are no income limits to open an Account or age limits to be a Beneficiary.

HOW DOES COLLEGECHOICE CD WORK?

When you enroll in CollegeChoice CD, you choose one or more CD Options that invest in one of three FDIC-insured products; the CollegeChoice CollegeSure[®] Certificate of Deposit (CD), CollegeChoice InvestorSure[®] CD or CollegeChoice Fixed Rate CDs, based upon your investing preferences and risk tolerance. Each CD product offers different terms and conditions, including rate of return and maturity. All of the contributions made to your Account grow tax-deferred and the distributions are federally and Indiana State tax-free if used for Qualified Expenses.

HOW DO I OPEN AN ACCOUNT?

To open an Account, we must receive a completed Enrollment Form, which is a contract between you and the Authority establishing the obligations of each. You may enroll online or by mail. We cannot process the Enrollment Form if any of the required information is not provided. We have the sole discretion to determine whether an Enrollment Form is complete and accepted and whether the Account has been opened.

HOW MANY ACCOUNTS CAN I OPEN?

You can open Accounts for as many Beneficiaries as you wish. You may also invest in any of the CD Options offered. Please keep in mind that each Account may have only one Account Owner and one Beneficiary and you must complete a new Enrollment Form for each different Beneficiary.

WHAT ARE THE FEES ASSOCIATED WITH COLLEGECHOICE CD?

CollegeChoice CD does not charge Fees to Account Owners or Accounts for opening, maintaining, contributing to or taking withdrawals from an Account. We may charge Fees or penalties for certain types of transactions, such as withdrawing CDs prior to maturity or changing Beneficiaries. For more information regarding the Fees associated with CollegeChoice CD see **Fees and Expenses** on page **11**.

CAN I OPEN MY ACCOUNT THROUGH A FINANCIAL ADVISOR?

Yes. CSB has entered into agreements with various retail banks, broker/dealers and financial planners who can help you in making decisions regarding investments in CollegeChoice CD. If you use one of these financial professionals, you pay no commissions or fees. Any commissions are an expense of CSB and do not affect the amount of your contribution. For more information regarding the use of a financial advisor, see **Information About The CD Options: Authorized Representatives** starting on page **15**.

The Authority also administers the CollegeChoice Advisor 529 Savings Plan (CollegeChoice Advisor) that allows you to utilize the services of a financial advisor. Information about CollegeChoice Advisor is available at www.collegechoiceadvisor529.com or 1.866.485.9413.

DOES COLLEGECHOICE CD OFFER ANY TAX BENEFITS?

Yes. CollegeChoice CD offers both Indiana State and federal income tax benefits, starting with tax-deferred earnings and an Indiana State income tax credit for contributions made by Indiana taxpayers. The earnings portion of any distribution used to pay for Qualified Expenses is free from Indiana State and federal income tax.

HOW DOES THE STATE INCOME TAX CREDIT WORK FOR COLLEGECHOICE CD?

The State income tax credit is available only to Indiana taxpayers that made qualifying contributions to an Account in CollegeChoice CD. The tax credit is available to an individual filing a single return or a married couple filing a joint return. The amount of the credit is the lesser of the following:

1. Twenty percent (20%) of the amount of the total contributions to the Plan during the taxable year by the taxpayer;
2. One thousand dollars (\$1,000); or
3. The amount of the taxpayer's adjusted gross income tax liability for the taxable year reduced by the sum of all other credits allowed.

The State income tax credit is also available to contributors to the two other Qualified Tuition Programs offered by the Authority—CollegeChoice 529 Direct Savings Plan (CollegeChoice Direct) and CollegeChoice Advisor.

An Account Owner (who may or may not be the contributor) may be required to recapture the State income tax credit in certain circumstances. For additional information, please see **Certain State Tax Considerations** starting on page **23**.

IS MY COLLEGECHOICE CD ACCOUNT GUARANTEED?

Although your CollegeChoice CD Account is not guaranteed, it is insured on a pass-through basis by the Federal Deposit Insurance Corporation (FDIC) up to the maximum amount set by federal law, currently \$250,000. Under this insurance, your interest in the insurable balance of a CollegeSure CD, InvestorSure CD or Fixed Rate CD held pursuant to the Plan will be added to any other deposits you hold in the same right and capacity at the Bank and insured up to the maximum amount. Under applicable FDIC regulations, Accounts that have the same Account Owner will be deemed to be held in the same right and capacity and will be combined for purposes of the \$250,000 limitation. Separate deposit insurance for Accounts with the same Account Owner and Beneficiary may also be available in certain limited circumstances. Please contact a Client Service Representative at 1.888.913.2885 for additional information.

Interest that accrues on a CollegeSure CD or Fixed Rate CD is also covered by FDIC deposit insurance, subject to these same limitations. The FDIC has taken the position, however, that payments similar to the Upside Payment on an InvestorSure CD are not subject to FDIC insurance until the CD matures. Please see **Information About The CD Options** starting on page **15**.

HOW DO I MAKE CONTRIBUTIONS?

You may contribute to your Account in several ways including: checks, E-Check, direct deposit plan, payroll deduction (if your employer offers this service) or through a rollover distribution from another Qualified Tuition Program. Although there is a \$250 minimum contribution before a CD will be issued, if you fund your Account with a direct deposit plan or by payroll deduction in amounts of at least \$25, you can open your Account with an initial deposit of \$25. We will hold your funds in an Accumulator Account until you reach \$250. Please see **Information About The CD Options: CD Option Profiles: Accumulator Account and Savings Account** on page **21**.

CAN I CHANGE MY CD OPTIONS?

You may change your existing deposits one time per calendar year per Beneficiary. If you have multiple CD Options for a Beneficiary, all changes involving existing deposits for the calendar year for that Beneficiary must be requested on the same day. You may make additional deposits or enroll in new CD Options without limitation. Early Withdrawal Penalties may apply. For more information on making changes to your Account, see **Maintaining and Making Changes to Your Account** starting on page **27**.

WHEN CAN I ENROLL A NEWBORN?

A newborn may be enrolled at any time. Keep in mind that you are required to submit the Beneficiary's Social Security Number on the Enrollment Form. You may also open an Account naming yourself as the Beneficiary in anticipation of the birth or adoption of a child.

DOES MY CHILD HAVE TO ATTEND COLLEGE IN INDIANA?

No. You can use the assets in your Account toward the costs of nearly any public or private, two-year or four-year college in the U.S. or abroad, as long as the student is enrolled in a U.S.-accredited college, university or technical school that is eligible to participate in U.S.

Department of Education student financial aid programs. In fact, many U.S. colleges and universities now have campuses or locations outside of the country, where money from your CollegeChoice CD Account can be used. Your Account can also be used for nearly any graduate school, medical school, or law school, among others, nationwide.

IF I ENROLL IN COLLEGECHOICE CD, CAN I STILL APPLY FOR FINANCIAL AID?

Yes. Participation in CollegeChoice CD does not limit a student's receipt of merit-based financial aid, including academic or athletic scholarships. Like most investments, however, it may affect your ability to receive federal needs-based financial aid. Assets in a CollegeChoice CD Account are not considered when determining eligibility for Indiana financial aid programs.

WHAT HAPPENS IF MY CHILD RECEIVES A SCHOLARSHIP OR GRANT?

There are several options you can choose from:

- Use assets in your Account to pay any tuition and required fees not covered by the scholarship or grant;
- Apply assets in your Account toward other Qualified Expenses such as certain room and board expenses and books;
- Change the Beneficiary to another Member of the Family of the current Beneficiary;
- Keep any unused funds in your Account to pay for future Qualified Expenses, including graduate school; or
- Withdraw any unused funds up to the amount of the scholarship or grant without being subject to the 10% additional federal tax (Distribution Tax). Income taxes on earnings, however, will apply. Any previously taken State income tax credit may have to be recaptured in certain circumstances and Early Withdrawal Penalties may apply.

CAN I CHANGE THE BENEFICIARY OF MY ACCOUNT?

Yes. You can transfer your Account to a Member of the Family of the Beneficiary without incurring taxes or penalties. Member of the Family currently includes: Child or Stepchild, Sibling, Stepsibling or Halfsibling, Parent or Stepparent, Grandparent, Grandchild, Niece or Nephew,

Aunt or Uncle, First Cousin, Mother- or Father-in-law, Son- or Daughter-in-law, Brother- or Sister-in-law, Spouse of any individual listed (except first cousin).

WHAT IF MY CHILD DOES NOT GO TO COLLEGE IMMEDIATELY AFTER HIGH SCHOOL?

CollegeChoice CD does not require the child to attend college immediately after graduating from high school. There are no restrictions on when you can use your Account to pay for higher education expenses.

WHAT IF THE BENEFICIARY OR I MOVE OUT OF INDIANA AFTER I OPEN AN ACCOUNT?

You can continue to contribute to your Account, and your Beneficiary can still use the Account to attend any Eligible Educational Institution. However, if you move out of State and no longer pay Indiana income tax, you will no longer be eligible to receive the Indiana State tax benefits.

WHAT IF I EXPERIENCE A FINANCIAL HARDSHIP AND NEED TO WITHDRAW THE FUNDS FOR A PURPOSE OTHER THAN COLLEGE EXPENSES?

You may request a distribution at any time. If the funds are not used for Qualified Expenses (a Non-Qualified Distribution), federal and applicable state income taxes, plus the Distribution Tax, will apply to any earnings portion of your distribution. You must also repay all or part of any Indiana income tax credit you had previously taken on contributions to your Account. In addition, Early Withdrawal Penalties may apply. For details about specific tax and other penalties, please read **Information About The CD Options: CD Option Profiles** starting on page **16**, **Certain Federal Tax Considerations** starting on page **21**, and **Certain State Tax Considerations** starting on page **23**.

WHAT IF I ALREADY HAVE A 529 PLAN? CAN I TRANSFER MY ACCOUNT TO COLLEGECHOICE CD?

Yes. We will accept a rollover of any account with another Qualified Tuition Program into CollegeChoice CD. There may be many benefits to moving your Account into the Plan. Foremost among these could be the impact on your Indiana taxes. If you are an Indiana taxpayer and have an Account in another Qualified Tuition Program in another state, you are not eligible to take the Indiana

income tax credit for contributions to your Account. (All Qualified Tuition Programs offer the same federal tax benefits.) Please note that the State income tax credit is not available to Indiana taxpayers that make rollover contributions from another Qualified Tuition Program into CollegeChoice CD.

Please contact a Client Service Representative at 1.888.913.2885 for details. You should also contact the sponsor of your current Qualified Tuition Program for additional details on rolling over your Account. Please be aware that not all states permit direct rollovers from Qualified Tuition Programs. In addition, there may be state income tax consequences (and in some cases state-imposed penalties) resulting from a rollover out of another state's Qualified Tuition Program.

DO MY CONTRIBUTIONS TO COLLEGECHOICE CD QUALIFY AS A GIFT UNDER FEDERAL LAW?

Yes. The Code provides that payments to an Account are completed gifts for federal gift tax purposes and are eligible for the applicable annual exclusion from gift and generation skipping transfer taxes (\$13,000 for a single individual or \$26,000 for a married couple making a proper election). Under certain conditions, you can contribute up to \$65,000 immediately (\$130,000 for married couples) and apply the contribution against the annual exclusion equally over a five-year period. Please consult your tax advisor for more information.

WHAT ARE THE RISKS INVOLVED IN INVESTING IN COLLEGECHOICE CD?

As with any investment, there are risks involved in investing in CollegeChoice CD. To learn about the risks, please read and carefully consider **Plan Risk Factors** starting on page 11.

DOES COLLEGECHOICE OFFER ANY OTHER 529 PLANS?

Yes. CollegeChoice offers two other 529 plans—CollegeChoice Direct, for those investing for college on their own, and CollegeChoice Advisor, for those investing for college with the help of a financial advisor. Those plans have different investment options, charges, sales commissions, penalties and risks than CollegeChoice CD. They are marketed separately from CollegeChoice CD and are not described in this Disclosure Statement.

To obtain more information about CollegeChoice Direct and CollegeChoice Advisor, visit the CollegeChoice website at www.collegechoiceplan.com.

WHERE CAN I FIND ADDITIONAL FORMS AND ENROLLMENT KITS?

To obtain forms relating to CollegeChoice CD or additional Enrollment Kits, visit the CollegeChoice CD website at www.collegechoicecd.com or call 1.888.913.2885.

How do I contact the Plan?

Phone: 1.888.913.2885

Monday through Friday, 9 a.m. to 6 p.m. Eastern time

Online: www.collegechoicecd.com

Email: questions@collegechoicecd.com

Regular Mail:

CollegeChoice CD 529 Savings Plan
c/o College Savings Bank
PO Box 3769
Princeton • NJ • 08543

INTRODUCTION

Acknowledgement of Terms. A completed Enrollment Form includes an acknowledgement that you agree to be bound by the terms and conditions of the Disclosure Statement and the Enrollment Form. The Disclosure Statement and, when executed by you, the Enrollment Form, constitutes the entire agreement between you and the Trust.

Accuracy of Information in Disclosure Statement. The information in this Disclosure Statement is believed to be accurate as of the cover date, but it is subject to change without notice. No one is authorized to provide information that is different from the information in the most current form of this Disclosure Statement.

Other Important Information. 529 plans are intended to be used only to save for Qualified Expenses. CollegeChoice CD is not intended to be used, nor should it be used, by any taxpayer for the purpose of evading federal or state taxes or tax penalties. Taxpayers may wish to seek tax advice from an independent tax advisor based on their own particular circumstances.

ESTABLISHING AN ACCOUNT

Eligibility. To participate in CollegeChoice CD, you must be a U.S. citizen (or a resident alien), or an entity that is organized in the U.S., be 18 years or older, and have a valid permanent U.S. street address. By signing the Enrollment Form, you irrevocably consent and agree that the Account is subject to the terms and conditions of the Disclosure Statement.

A qualified individual in his or her capacity as a Custodian under a Uniform Gifts or Uniform Transfers to Minors Act account (UGMA/UTMA) may open an Account for a minor and designate the minor as the Account Owner and Beneficiary. The UGMA/UTMA Custodian will control the Account until the Beneficiary reaches the age of majority under the applicable UGMA/UTMA statute, at which time, the Beneficiary may take control of the Account. The UGMA/UTMA Custodian will not be permitted to change the Beneficiary.

Opening an Account. To open an Account, you must complete and sign an Enrollment Form and open an Account either online or in writing. By signing the Enrollment Form, you agree that your CollegeChoice CD Account is subject to the terms and conditions of this Disclosure Statement.

Selecting a Beneficiary. You can set up an Account for your benefit, for your child, grandchild, spouse, another relative, or even someone not related to you. Each Beneficiary must have a valid Social Security Number in order to open an Account. You have up to 60 days to supply the Social Security Number. Otherwise, CollegeChoice CD, may return any contributed funds to you as an early withdrawal. This may be considered a Non-Qualified Withdrawal and Early Termination Penalties may apply.

Each Account can have only one Beneficiary at any time. However, you may have multiple Accounts for different Beneficiaries. Also, different Account Owners may have an Account for the same Beneficiary within the Plan, but contributions to an Account will be limited if the total assets held in all Accounts for that Beneficiary exceed the Maximum Account Balance. See **Contributing to Your Account: Maximum Account Balance** on page 10. The Beneficiary may be of any age. The Beneficiary must be an individual and not a trust or other entity. A Beneficiary does not have to be named on the Enrollment Form when the

Account Owner is a tax exempt organization, as defined in the Code, and the Account has been established as a general scholarship fund.

Successor Account Owner. You may designate a Successor Account Owner (to the extent permissible under applicable law) to succeed to all of your rights, title, and interest in your Account upon your death or legal incompetence. You can make this designation on the Enrollment Form, online, over the phone, or in writing. We must receive and process your request before the Successor Account Owner designation can be effective. You may revoke or change the designation of a Successor Account Owner at any time by submitting a request in writing. If a Successor Account Owner succeeds to the ownership of your Account, the amount of FDIC insurance coverage on your Account at that time will depend on the balance of any deposit accounts held by the new Account Owner at College Savings Bank. See **CD Option Profiles: FDIC Insurance** on page 16.

Multiple Accounts. You may open multiple Accounts and an individual may be the Beneficiary of more than one Account. Balances in multiple CollegeChoice accounts (including CollegeChoice Direct and CollegeChoice Advisor) with the same Beneficiary are aggregated for purposes of monitoring the Maximum Account Balance. See **Contributing to Your Account: Maximum Account Balance** on page 10.

Documents in Good Order. To process any transaction in the Plan, all necessary documents must be in good order, which means executed when required and properly, fully and accurately completed.

Account Statements. CollegeChoice CD will send you quarterly and annual statements that will include the Account balance, as well as all contributions, distributions and earnings that occurred during the quarter or preceding twelve (12) months, as applicable. Generally quarterly statements are distributed in November, February and May and annual statements are distributed in August. This schedule is subject to change in the sole discretion of the Plan.

CONTRIBUTING TO YOUR ACCOUNT

Your initial contributions to the Account and later contributions can be made by personal check, cashier's check issued by a U.S. financial institution, certified check, E-Check, direct deposit plan, payroll deduction, through

a rollover distribution from another Qualified Tuition Program, moving assets from an UGMA/UTMA account or Coverdell Education Savings Account, or by redeeming U.S. Savings Bonds. In addition, credit card contributions are accepted as initial contributions to a new Account investing in CollegeChoice InvestorSure CDs and CollegeChoice CollegeSure CDs with maturities greater than four (4) years. All contributions must be in U.S. dollars. Direct deposit plan and E-Check contributions can be selected by completing the appropriate area on the Enrollment Form.

Contributions by Check. You may make your initial and subsequent contributions by check. The initial minimum contribution of \$250 must accompany your Enrollment Form. Any additional contributions you make by check should be at least \$250. Checks must be made payable to *CollegeChoice CD, CSB as Manager*. Third-party personal checks must be payable to you or the Beneficiary and be properly endorsed by you or the Beneficiary to CollegeChoice CD, CSB as Manager. Additional contributions by check should be accompanied by a deposit slip. Deposit slips are included in your Account statements and in coupon books sent to you by CollegeChoice CD; and are available at www.collegechoicecd.com or by contacting a Client Service Representative at 1.888.913.2885.

Contributions by check received before 2:00 p.m. Eastern time are credited on the same Exchange Business Day. Contributions by check received after 2:00 p.m. Eastern time are credited the next Exchange Business Day.

E-Check. You may also contribute by E-Check. Each contribution must be in an amount of at least \$250. You may authorize us to withdraw funds by E-Check from a checking or savings account for both initial and additional contributions to your Account, provided you have submitted certain information about the bank account from which the money will be withdrawn. E-Check transactions can be completed through the following means: (i) by providing E-Check instructions on the Enrollment Form; (ii) by submitting E-Check instructions online after enrollment at www.collegechoicecd.com; or (iii) by contacting a Client Service Representative at 1.888.913.2885. CollegeChoice CD does not charge a fee for contributing by E-Check. The daily maximum contribution by E-Check is \$250,000. Contributions by E-Check are credited on the next Exchange Business Day.

Direct Deposit Plan (ACH Plan). You may contribute to your Account by authorizing CollegeChoice CD to receive periodic automated debits from a checking or savings account at your bank if your bank is a member of the Automated Clearing House. You can initiate an ACH Plan either when you enroll by completing the ACH Plan section of the Enrollment Form or after your Account has been opened, either online, over the phone (provided you have previously submitted certain information about the bank account from which the money will be withdrawn), or in writing by submitting a Direct Deposit Authorization and Change Form. ACH Plan contributions must equal at least \$25 per month or \$75 per quarter. Your ACH Plan authorization will remain in effect until we have received notification of its termination from you and we have had a reasonable amount of time to act on it.

You may terminate your ACH Plan at any time. Any changes to, or termination of, an ACH Plan must be received at least three (3) business days before a scheduled debit from your bank account and will become effective as soon as we have had a reasonable amount of time to act on it.

There is no charge for enrolling in an ACH Plan. ACH Plan debits from your bank account will occur on the 1st and/or the 20th of the month, provided the day is a regular Exchange Business Day. If the day you indicate falls on a weekend or New York Stock Exchange holiday, the ACH Plan debit will occur on the next Exchange Business Day. Quarterly ACH Plan debits will be made on the 1st and/or 20th day of the month every three (3) months, or the next Exchange Business Day, if applicable. If you do not designate a date, your bank account will be debited on the 20th of the applicable month. Contributions by ACH or wire transfer are credited on the Exchange Business Day the Bank receives the funds.

The start date for an ACH Plan must be at least three (3) Exchange Business Days from the date of receipt of the ACH Plan request. If a start date for an ACH Plan is less than three Exchange Business Days from the date of the receipt of the ACH Plan request, the ACH Plan will start on the requested day in the next succeeding month.

Payroll Deduction. You may be eligible to make automatic, periodic contributions to your Account by payroll deduction (if your employer offers such a service). You may make your initial investment by payroll deduction or set up payroll deduction for additional contributions to your Account. The minimum payroll deduction contribution

is \$25 per paycheck. Contributions by payroll deduction will only be permitted from employers able to meet our operational and administrative requirements. You must complete payroll deduction instructions by logging into your Account at www.collegechoicecd.com, selecting the payroll deduction option, and designating the contribution amount in the instructions. You will need to print these instructions and submit them to your employer. Your employer must establish payroll deduction with CollegeChoice CD in order to initiate payroll deductions for your Account.

Rollover Contributions. You can contribute to CollegeChoice CD by rolling over assets from another Qualified Tuition Program to your Account for the benefit of the same Beneficiary. You can also rollover assets from your Account or another Qualified Tuition Program to a Beneficiary who is a Member of the Family of your current Beneficiary. See **Maintaining and Making Changes to Your Account: Options for Unused Contributions: Changing a Beneficiary, Transferring Assets to Another of Your Accounts** on page 27. A rollover for the same Beneficiary is restricted to once per 12-month period.

Incoming rollovers can be direct or indirect. A direct rollover is the transfer of money from one Qualified Tuition Program directly to another. An indirect rollover is the transfer to you of money from an account in another state's Qualified Tuition Program; you then contribute the money to your Account. To avoid federal income tax consequences and the Distribution Tax, you must contribute an indirect rollover within 60 days of the distribution. You should be aware that not all states may permit direct rollovers from Qualified Tuition Programs. In addition, there may be state income tax consequences (and in some cases state-imposed penalties) resulting from a rollover out of a state's Qualified Tuition Program. Rollover contributions from another Qualified Tuition Program into CollegeChoice CD are not eligible for the State income tax credit. See **Certain State Tax Considerations: Income Tax Credit for Indiana Taxpayers** starting on page 23.

Moving Assets from an UGMA/UTMA Account. If you are the custodian of an UGMA/UTMA account, you may be able to open an Account in your custodial capacity, depending on the laws of the state where you opened the UGMA/UTMA account. These types of accounts involve additional restrictions that do not apply to regular 529 plan accounts. The Plan Officials are not liable for any consequences related to your improper use, transfer, or characterization of custodial funds. In general, your

UGMA/UTMA custodial account is subject to the following additional requirements and restrictions:

- You must indicate that the Account is an UGMA/UTMA account by checking the appropriate box on the Enrollment Form;
- You must establish an Account in your custodial capacity separate from any Accounts you may hold in your individual capacity;
- You will be permitted to make distributions only in accordance with the rules applicable to distributions under applicable UGMA/UTMA law;
- You will not be permitted to change the Beneficiary of the Account (directly or by means of a Rollover Distribution), except as may be permitted by applicable UGMA/UTMA law;
- You will not be permitted to change the Account Owner to anyone other than a successor Custodian during the term of the custodial account under applicable UGMA/UTMA law;
- You must notify us when the custodianship terminates and your Beneficiary is legally entitled to take control of the Account. At that time, the Beneficiary will become the Account Owner and will become subject to the provisions of the Plan applicable to non-UGMA/UTMA Account Owners;
- Any tax consequences of a distribution from an Account will be imposed on the Beneficiary and not on the Custodian; and
- We may require you to provide documentation evidencing compliance with the applicable UGMA/UTMA law.

In addition, certain tax consequences described under **Certain Federal Tax Considerations** starting on page 21 and **Certain State Tax Considerations** starting on page 23 may not be applicable in the case of Accounts opened by a custodian under UGMA/UTMA. Moreover, because only contributions made in "cash form" may be used to open an Account in CollegeChoice CD, the liquidation of non-cash assets held by an UGMA/UTMA account would be required and would generally be a taxable event. Please contact a tax advisor to determine how to transfer assets held in an existing UGMA/UTMA account and what the implications of such a transfer may be for your specific situation.

Moving Assets from a Coverdell Education Savings

Account. You may fund your Account by moving assets from a Coverdell Education Savings Account (ESA). Please indicate on the Enrollment Form or with any additional contributions that the assets were liquidated from the ESA. Unlike UGMA/UTMA accounts, the Beneficiary may be changed to a Member of the Family of the beneficiary of an ESA. Making distributions from an ESA to fund an Account for the same Beneficiary is not a taxable transaction. Consult your tax advisor for more information.

Redeeming U.S. Savings Bonds. You may fund your Account with proceeds from the redemption of certain U.S. Savings Bonds. In certain cases, you may redeem U.S. Savings Bonds under the education tax exclusion. Please visit www.savingsbonds.gov to determine if you are eligible for this exclusion.

Additional Form Requirements for Rollovers, ESAs and Series EE or Series I Bonds. Rollover contributions and other transfers to your Account must be accompanied by a Direct Rollover Form as well as any other information we may require, including the information required for certain contributions described below. To rollover assets for the same Beneficiary into an Account in CollegeChoice CD, you must complete a Direct Rollover Form and an Enrollment Form (or Deposit Slip for existing Accounts).

When making a contribution to your Account with assets previously invested in an ESA, a redemption of Series EE and Series I bonds or a rollover, you must indicate the source of the contribution and provide the following documentation, as applicable:

- In the case of a contribution from an ESA, an account statement issued by the financial institution that acted as custodian of the account that shows basis and earnings.
- In the case of a contribution from the redemption of Series EE or Series I U.S. Savings Bonds, an account statement or Form 1099-INT issued by the financial institution that redeemed the bond showing interest from the redemption of the bond.
- In the case of a rollover, either you or the previous Qualified Tuition Program must provide CollegeChoice CD with a statement issued by the distributing program that shows the earnings portion of the distribution.

Please visit the CollegeChoice CD website at www.collegechoicecd.com or contact a Client Service

Representative at 1.888.913.2885 for any of the forms you may need. Until we receive the documentation described above, as applicable, we will treat the entire amount of the contribution as earnings in the Account receiving the transfer.

Crediting Your Contributions. If you have contributed a sufficient amount to your Account to purchase a CD, the CD will be purchased on your behalf on the Contribution Date. If you are investing in the CollegeChoice CollegeSure CD or CollegeChoice Fixed Rate CD Options, you will also begin to accrue interest on the Contribution Date. See **Information About the CD Options: CD Option Profiles** starting on page 16.

Maximum Account Balance. You can contribute up to a Maximum Account Balance of \$298,770 for each Beneficiary. The aggregate market value of all accounts for the same Beneficiary under all Qualified Tuition Programs sponsored by the State are counted toward the Maximum Account Balance regardless of the Account Owner. Earnings may cause the account balances for any one Beneficiary to exceed \$298,770 and no further contributions will be allowed at that point. If a contribution is made to an Account that would cause the aggregate balance of all accounts to exceed the Maximum Account Balance, all or a portion of the contribution amount will be returned to you or the contributor. If you are enrolled in an ACH Plan, the ACH Plan will be discontinued.

Should the Authority decide to increase this amount, which it may in its sole discretion, additional contributions up to the new Maximum Account Balance will be accepted.

Excess Contributions. The excess portion of any contributions received that would cause the Account balance to exceed the Maximum Account Balance (as determined by the close of business on the day prior to our receipt of your contribution) will be returned to you. If a contribution is applied to an Account and we later determine the contribution to have caused the value of the account(s) for a Beneficiary in all Qualified Tuition Programs sponsored by the State to exceed the Maximum Account Balance, we will refund the excess contributions and any interest earned to the contributor. Any refund of an excess contribution may be treated as a Non-Qualified Distribution and Early Withdrawal Penalties may apply.

If you, the Program Manager or the Authority discovers that you inadvertently made an excess contribution with respect to a Beneficiary and it is not rejected and

returned, you must promptly withdraw the contribution or roll it over to another Account for another Beneficiary. Failure to withdraw excess contributions could result in the disqualification of the Account.

Discontinuing ACH Plans or Payroll Deductions. The amount or frequency of contributions can be changed or stopped at any time. To discontinue or reinstate ACH Plans, or to change the frequency, amount or maturities of CD purchases, you must notify CollegeChoice CD in writing, or complete a Direct Deposit Authorization and Change Form. To make similar changes to payroll deductions, including stopping payments or changing amounts, contact your employer’s payroll department.

Contributions from Non-Account Holders. A person does not need to be the Account Owner to contribute to an Account. However, a contributor who is not the Account Owner will have no rights with respect to the assets contributed into the Account. A contributor who is not an Account Owner should obtain advice from a tax professional about the gift tax consequences of the contribution. See **Certain Federal Tax Considerations** starting on page 21 and **Certain State Tax Considerations** starting on page 23.

FEES AND EXPENSES

No Asset-Based Fees. CollegeChoice CD does not charge any application, contribution, maintenance or distribution Fees. CollegeChoice CD reserves the right, however, to charge Account Owners such Fees in the future. You will be notified of any such Fees, if adopted, and the Fees will apply prospectively only.

Service-Based and Other Fees. CollegeChoice CD reserves the right to charge service-based and other Fees if the Authority and the Bank determine them to be necessary and reasonable. CollegeChoice CD may also impose certain transaction Fees for the transactions specified on the following chart:

TRANSACTION	FEE AMOUNT*
Overnight Delivery	\$15
Outgoing Wires	\$35
Reissue of Disbursement Checks	\$35
Change of Beneficiary—First time	\$0
Change of Beneficiary—Second time and additional times thereafter	\$50

*Subject to change without prior notice. CollegeChoice CD reserves the right to not reimburse fees charged by financial institutions for contributions made either via ACH Plan or E-Check that are cancelled due to insufficient funds in the bank account from which the money is withdrawn.

PLAN RISK FACTORS

Key Risk Factors of CollegeChoice CD. This Section includes a discussion of the key general and investment risks you should consider before making any decisions about opening an Account or making any additional contributions. The contents of this Disclosure Statement should not be construed as legal, financial, or tax advice. You should consult an attorney or a qualified financial or tax advisor with any legal, business, or tax questions you may have. In addition, no investment recommendation or advice you receive from any Financial Advisor or any other person is provided by, or on behalf of, the Plan Officials.

GENERAL RISKS

FDIC Insurance. Funds held in CollegeChoice CD are insured up to applicable limits by the FDIC. For this purpose, an Account Owner’s interest in the principal balance of a CollegeSure CD, InvestorSure CD or Fixed Rate CD will, for deposit insurance purposes, be added to any other deposits the Account Owner holds in the same right and capacity at the Bank and insured up to the maximum amount set by federal law, currently \$250,000. Interest that accrues on a CollegeSure CD or Fixed Rate CD is also covered by FDIC deposit insurance, subject to these same limitations. The FDIC has taken the position, however, that payments similar to the Upside Payment on an InvestorSure CD are not subject to FDIC insurance until the CD matures. An Account that is fully insured by the FDIC at the time of deposit may not be fully insured at a later date if the insurable balance of the Account, when aggregated with any other accounts held in the same right and capacity by the Account Owner at College Savings Bank, grows to more than \$250,000.

The application of FDIC insurance to Accounts involves several technical interpretations of the FDIC rules. It is possible that the FDIC will not agree with these interpretations or that the FDIC will change its interpretation of its own rules in a way that adversely affects the insurance applicable to some or all CollegeChoice CD Accounts. In the case of any such disagreements or changes, we will notify affected Account Owners and will waive Early Withdrawal Penalties to the extent that an Account Owner seeks to withdraw funds because of the lack of full coverage. Such withdrawals may be considered a Non-Qualified Distribution unless the funds are rolled over into another 529 plan (for example, CollegeChoice Direct or CollegeChoice Advisor). Such a rollover may also be considered a Non-Qualified Distribution if there was another investment exchange made for that Account during the calendar year.

No Other Guarantees. There is no other insurance and there are no other guarantees for the CD Options. Therefore, neither your contributions to your Account nor any investment return earned on your contributions are guaranteed by the Plan Officials.

Fixed Maturities; Non-Qualified Distributions; Distribution Tax: Early Withdrawal Penalties. Relative to investing for retirement, the holding period for college investors is very short (i.e., 5–20 years versus 30–60 years). Also the need for liquidity during the withdrawal phase (to pay for Qualified Expenses) generally is very important. Each CD Option invests in CDs with fixed maturities of one to 22 years. Therefore, you should periodically assess, and if appropriate, adjust your 529 plan investment choices with your time horizon, risk tolerance, and investment objectives in mind.

You should save for college expenses through a 529 plan such as CollegeChoice CD only if you expect to use the funds to pay for Qualified Expenses. If you withdraw the funds in your Account before they are needed for Qualified Expenses or you use funds for purposes other than for Qualified Expenses, you may be subject to the Distribution Tax.

If you redeem a CD in whole or part before maturity, CollegeChoice CD will impose an Early Withdrawal Penalty that may be as high as 10% of principal. Please see **Information About The CD Options: CD Option Profiles** starting on page 16.

Limited Investment Direction; Liquidity. Investments in a Qualified Tuition Program are considered less liquid than other types of investments (e.g., investments in mutual fund shares) because the circumstances in which you may withdraw money from a Qualified Tuition Program account without a penalty or adverse tax consequences are significantly more limited. Once you select a CD Option for a particular contribution, Section 529 of the Code provides that you can move money or transfer from that CD Option to another only once per calendar year for the same Beneficiary. Any additional transfers within that calendar year will be treated as Non-Qualified Distributions, and they will be subject to federal and any applicable state income taxes and the Distribution Tax. In addition, because the CD Options are comprised of fixed maturity CDs, Early Withdrawal Penalties may apply to the transfer of funds from one CD Option to another.

If you direct that upon maturity the proceeds of a CD be invested other than in accordance with the default actions described in this Disclosure Statement, you could be considered to have made your once per calendar year investment exchange. If you made another investment exchange within the calendar year in any 529 plan offered by the State of Indiana for the same Beneficiary, a change in investment direction upon the maturity of a CD could be considered a Non-Qualified Distribution.

An investment in an Account is not the equivalent of a demand deposit in a checking account. An Account Owner may seek to withdraw funds from an Account. However, a Bank check for the amount withdrawn (after reduction for possible early withdrawal penalties and tax withholdings) may be issued 30 days after CollegeChoice CD receives written notice of the request for the withdrawal. InvestorSure CD early withdrawals can only occur on the anniversary date of the InvestorSure CD's Issue Date. See **Information About The CD Options: CD Option Profiles** starting on page 16.

Discretion of the Authority and CSB; Potential Changes to the Plan. The Authority and CSB have the sole discretion to determine which CD Options will be available in the Plan. For example, CollegeChoice CD may change the Plan's Fees and charges; add, subtract, or merge CD Options; close a CD Option to new investors; or change the Program Manager. Depending on the nature of the change, you may be required to participate, or be prohibited from participating, in the change with respect to Accounts established before the change.

If CollegeChoice CD terminates the Plan, you may be required to take a Non-Qualified Distribution for which tax and penalties, including the Distribution Tax and Early Withdrawal Penalties, may be assessed. If you established your Account prior to the time a change to the Plan is made available, you may be required to participate in such changes or may be prohibited (according to Section 529 regulations or other guidance issued by the IRS) from participating in the Plan changes, unless you open a new Account.

In addition, the Authority may terminate the Plan by giving written notice to you. If this happens, the assets in your Account will be distributed to you. Any amounts distributed are subject to any charges due; to any charge, payment, or penalty required by law to be withheld; and to allowances for any terminating or winding up expenses. Any transaction costs associated with a liquidation will be borne by the Accounts invested in the CD Options.

Suitability. The Plan Officials make no representation regarding the suitability or appropriateness of the CD Options as an investment. Other types of investments may be more appropriate depending upon your financial status, tax situation, risk tolerance, age, investment goals, savings needs, and the investment time horizons of you or your Beneficiary. You should consult a tax or investment advisor to seek advice concerning the appropriateness of this investment. There are programs and investment options other than the Plan available as education investment alternatives. They may entail tax and other fee or expense consequences and features different from the Plan including, for example, different investments and different levels of account owner control. You may wish to consider these alternatives prior to opening an Account.

Meeting College Expenses Not Guaranteed. Even if your Account(s) for a Beneficiary meets the maximum allowed under CollegeChoice CD, there is no assurance that the money in your Account will be sufficient to cover all the education expenses your Beneficiary may incur, or that the rate of return on your investment will match or exceed the rate at which higher education expenses may rise each year.

Limited Operating History; IRS Regulations Not Final. Although the Authority administers two other 529 plans that have been in existence since 2002, CollegeChoice CD is a new 529 plan and has limited operating history. In addition, as of the date of this Disclosure Statement, the

IRS has not issued final tax regulations regarding Qualified Tuition Programs. CollegeChoice CD has not sought nor has it received a private letter ruling from the IRS regarding the status of CollegeChoice CD under Section 529 of the Code. If the IRS again begins issuing such private letter rulings, the Board may, in its sole discretion, determine to seek such a ruling in the future. In 2001, the Authority did receive a private letter ruling from the IRS confirming the Indiana Family College Savings Plan's status as a Qualified Tuition Program. The Indiana Family College Savings Plan was the predecessor 529 plan to CollegeChoice.

Dependence on Qualified Tuition Program Status. If CollegeChoice CD did not qualify as a Qualified Tuition Program, you would lose important tax benefits such as the ability to defer tax on the interest earned on your Account and tax-free Qualified Distributions.

Effect of Future Law Changes. It is possible that future changes in federal or state laws or court or interpretive rulings could adversely affect the terms and conditions of the Plan or the value of your Account, or the availability of state tax deductions, even retroactively. Specifically, CollegeChoice CD is subject to the provisions of and any changes to or revocation of the Enabling Legislation. In addition, it is the Authority's intention to take advantage of Section 529 of the Code and therefore, CollegeChoice CD is vulnerable to tax law changes or court or interpretive rulings that might alter the tax considerations described in **Certain Federal Tax Considerations** starting on page **21**.

Death of Account Owner. If an Account Owner dies, control and ownership of the Account will be transferred to the Successor Account Owner. If no Successor Account Owner has been named or if the Successor Account Owner predeceases the Account Owner, control and ownership of the Account will be transferred to the Beneficiary if the Beneficiary is 18 years or older. If the Beneficiary is less than 18 years old, control and ownership of the Account will become subject to the estate and guardianship laws of the state in which the Account Owner resided.

Tax Considerations; Tax Credit Recapture. The federal and state tax consequences associated with participating in the Plan can be complex. In particular, you, as the Account Owner (not the contributor), must repay all or part, depending on the circumstances, of the State income tax credit claimed in prior taxable years by any contributors to your Account if you take a Non-Qualified

Distribution from your Account (including any rollover from your Account into another state's Qualified Tuition Program or any termination of your Account within twelve months after the Account was opened). See **Certain State Tax Considerations: Recapture of Indiana Income Tax Credit** on page 23. You should consult a tax advisor regarding the application of tax laws to your particular circumstances.

Securities Laws. The interests in the Accounts in the Plan may be considered municipal fund securities. The interests will not be registered as securities with the Securities and Exchange Commission (SEC) or any state securities regulator. In addition, the CD Options will not be registered as investment companies under the Investment Company Act of 1940. Neither the SEC nor any state securities commission has approved or disapproved the Plan or the CD Options or passed upon the adequacy of this Disclosure Statement.

Relationship to Financial Aid. A Beneficiary may wish to participate in federal, state, or institutional loan, grant, or other programs for funding higher education. An investment in CollegeChoice CD may have an adverse impact on the Beneficiary's eligibility to participate in needs-based financial aid programs. Generally, if you are the parent, Account information would be included on the Free Application for Federal Student Aid (FAFSA) form as a parental asset, which is assessed at a lower rate than a student's asset would be. Currently, if a dependent student is the Account Owner, the assets in the Account will generally not be considered the student's asset. Available balances in an Account will be treated as an asset of (i) the Beneficiary if the Beneficiary is an independent student; or (ii) the parent if the Beneficiary is a dependent student, regardless of whether the Account Owner is the Beneficiary or the parent. Since the treatment of Account assets under any such program may have a material effect on your Beneficiary's eligibility to receive valuable benefits under financial aid programs, you or your Beneficiary will need to check the applicable laws or regulations or check with the financial aid office of an Eligible Educational Institution and/or your tax advisor regarding the impact of an investment in the Plan on needs-based financial aid programs. CollegeChoice CD Accounts are not considered when determining eligibility for state financial aid programs in Indiana. If you are not an Indiana resident, check with your state for more information.

Relationship of Your Account to Medicaid Eligibility. It is unclear how local and state government agencies will treat Qualified Tuition Program assets for the purpose of Medicaid eligibility. Although there are federal guidelines under Title XIX of the Social Security Act of 1965, each state administers its Medicaid program and rules could vary greatly from one state to the next. You should check with an attorney, a tax advisor, or your local Medicaid administrator regarding the impact of an investment in the Plan on Medicaid eligibility.

Issues Relating to Account Ownership. Although contributions to your CollegeChoice CD Account are treated for tax purposes as gifts to the Beneficiary, your Account may be treated for other purposes as your asset. This may be important in the case of governmental programs that take into account a person's assets for purposes of determining benefits.

INVESTMENT RISKS

General CD Option Risks; Lack of Immediate Liquidity.

Each CD Option has its own strategy and, as a result, its own maturity and performance characteristics. In choosing the appropriate CD Option(s) for your Account, you should consider your investment objectives, time horizon, and other factors you determine to be important. These CD Options may not be suitable for some investors. The CD Options invest in CDs with maturities from one to 22 years. You should not invest your money in CollegeChoice CD if you do not have the intent or ability to maintain your investment for the full term of the applicable CD.

COLLEGECHOICE COLLEGESURE CD RISK

Reliance on the College Board's Independent College 500® Index (IC 500®).

CollegeSure CDs are variable rate CDs which are indexed to college costs as determined by the IC 500. The variable rate is subject to a maximum interest rate. There can be no assurance that your Account balance upon maturity will be sufficient to meet the Qualified Expenses as measured by the IC 500.

Although the IC 500 measures tuition, fees, room and board costs and rates of change in these costs at the 500 independent colleges represented, the IC 500 is not necessarily representative of all higher education institutions as a whole, nor any independent institution in particular.

COLLEGECHOICE INVESTORSURE CD RISKS

Uncertainty of an Investment Return. Because the InvestorSure CD Closing Market Value (CMV) is determined by a number of market factors affecting the Standard & Poor's® 500 Composite Stock Index (S&P 500®), the investment return of the InvestorSure CD may be more or less than a fixed rate of interest earned from other standard CDs. If there is no change, or if there is a decrease in the Market Measure from the Starting Market Value (SMV) to the CMV, you will not be paid an Upside Payment. CSB does not guarantee any specific rate of interest, and offers no warranties, either expressed or implied, that the InvestorSure CD will result in any Upside Payment. CSB disclaims any liability for damages incurred by you as a result of the purchase of an InvestorSure CD, including compensatory, punitive, indirect or consequential damages (including lost profits).

Different Investment Return Compared with an S&P 500 Mutual Fund. The InvestorSure CD is different from an investment in a mutual fund that consists of component stocks included in the S&P 500. A return on an investment in such a mutual fund includes dividends paid on the component stocks and reflects direct changes in the prices of such stocks. Returns from an InvestorSure CD do not include dividends. Further, the return on an InvestorSure CD could be lower or higher than the return on an S&P 500 mutual fund because the InvestorSure CD moderates its return by averaging the return on the S&P 500 and reducing the investment return by applying a Market Participation Factor of less than 100%. See **Information About The CD Options: CD Option Profiles: CollegeChoice InvestorSure CD** starting on page 17.

Suitability. While your principal is protected pursuant to FDIC regulations, you should not invest your money in this CD Option if you are unable or unwilling to accept the risk that you might receive no return on your invested principal. You should not invest your money in this CD Option if you want an investment that fluctuates directly with the equity markets. Past performance is no guarantee of future performance.

INFORMATION ABOUT THE CD OPTIONS

In this Section, you will find information about the CD Options, including a discussion of the CollegeChoice CollegeSure CD, the CollegeChoice InvestorSure CD, CollegeChoice Fixed Rate CDs and the Accumulator and Savings Accounts. You should consider the information in this Section carefully before choosing to invest in one or more CD Options. Information related to each CD Option's strategy and risks has been provided by the Program Manager. If you have questions about any of the investment-related information in this Section you should call a Client Service Representative at 1.888.913.2885 prior to making an investment decision.

Assets Held in Trust. Your Account assets are held in the Trust. Your Account is held for your exclusive benefit and may not be transferred or used by the Plan Officials for any purpose other than those of the Trust. Please keep in mind that you will not own the CDs. You are purchasing interests issued by the Trust composed of one or more CD Options, which invest your contributions in the CDs offered.

CD Option Changes. CollegeChoice CD may (i) change the policies, objectives, and guidelines of the CD Options from time to time (ii) change the CDs that are offered under the Plan; and (iii) modify, add, and cancel CD Options at any time without prior notice. If we make any changes to the CD Options, any CDs already purchased will maintain the same terms and conditions as of their original issue date. New contributions, however, may be invested in a CD Option that is different from your original CD Option.

Investment Risks. For a discussion of the key investment risks of the CD Options, please see **Plan Risk Factors: Investment Risks** starting on page 14.

CD Option Selection. For each new contribution, you can select from any of the CD Options when you make your contribution.

Changing CD Options. Once your CD Option is selected for a particular contribution, IRS guidance provides that you can move money or transfer from one CD Option to another once per calendar year for the same Beneficiary.

Authorized Representatives. Pursuant to agreements with CSB, various retail banks, broker/dealers and financial planners act as agents in effecting sales to their customers

relating to CollegeChoice CD, and CSB has agreed to pay them commissions depending on the product and maturity of each CD sold under the agreements. You pay no commissions to any authorized representative in connection with purchases relating to CollegeChoice CD. The commissions are an expense of the Bank and do not affect the amount of your contribution.

CD Option Summary. You can choose between three (3) different CD Options (the CollegeChoice CollegeSure CD, the CollegeChoice InvestorSure CD, or CollegeChoice Fixed Rate CDs) at the time the Account is established and at the time each subsequent contribution is made, subject to the \$250 minimum contribution requirement. See **Contributing to Your Account** starting on page 7.

CD OPTION PROFILES

The following profiles highlight the investment objective, and strategy of each CD Option.

Issuer. All CDs are issued by CSB, a New Jersey-chartered savings bank. CSB's deposits are insured up to applicable statutory limits by the FDIC. Each CD is governed by the statutes, rules and regulation of the State of New Jersey and the FDIC; CSB's certificate of incorporation and by-laws; the regulations, rules and practices adopted by CSB; and general savings bank practices.

FDIC Insurance. Your interest in the principal and accrued interest on a CD will, for FDIC deposit insurance purposes, be added to any other deposit accounts you hold at College Savings Bank (including any deposit accounts you hold under other 529 plans) in the same right and capacity and insured by the FDIC up to \$250,000 in the aggregate. For this purpose, all Accounts with the same Account Owner will be deemed to be held in the same right and capacity and will be combined for purposes of this \$250,000 limitation. FDIC deposit insurance is backed by the full faith and credit of the U.S. Government. Separate deposit insurance for Accounts with the same Account Owner and Beneficiary may also be available in certain limited circumstances. Please contact Client Service at 1.888.913.2885 for additional information.

Minimum Deposit Amounts. For each CD Option, the minimum initial contribution is \$250. Subsequent contributions per CD Option are also \$250. Additional contributions may not be made to existing CDs but may be made into an existing Account to purchase new CDs offered by CSB under any of the three available CD Options.

If you do not intend to contribute \$250 at one time, you may contribute \$25 per month if you use an ACH Plan or \$25 per pay period using payroll deduction. ACH Plan contributions or payroll deductions are held in an Accumulator Account until the balance of your Account reaches \$250. Once the funds reach the \$250 level, they are used to purchase a CollegeChoice CollegeSure CD, CollegeChoice InvestorSure CD or CollegeChoice Fixed Rate CD, as applicable. See **Contributing to Your Account** starting on page 7 for further details.

COLLEGECHOICE COLLEGESURE CD

Product. CollegeChoice CollegeSure CDs are variable rate certificates of deposit (CDs) which are indexed to college costs. The variable rate is subject to a maximum interest rate.

Maturities Available. 1 to 22 years. The maturity date of each CollegeSure CD is July 31 of the year in which it matures.

Interest Rate. CollegeSure CDs pay interest each year they remain outstanding at a variable interest rate equal to the prior July 31 college inflation rate, as measured by the IC 500 less the issue margin determined at the Contribution Date. The variable interest rate will be subject to a maximum rate (or cap) which is also determined on the Contribution Date. The interest rate will be reset on July 31 each year based on the change in the IC 500 and subject to the interest rate cap.

The current issue margin and interest rate cap are published online at www.collegechoicecd.com. Account Owners will receive the published issue margin and interest rate cap on the Contribution Date, except for E-Check and credit card where the Account Owner will lock in the issue margin and interest rate cap applicable at the time of the day when you complete your online Enrollment Form or Deposit Slip, as applicable and you fund your Account. If you prefer to mail in a check to fund the CD, the Account will be opened at the issue margin and interest rate cap for the term selected on the Contribution Date.

Annual Percentage Yield (APY). The APY of each CollegeSure CD is the lesser of (a) the prior July 31 college inflation rate as measured by the IC 500 less an issue margin, or (b) the maximum interest rate determined by the CD's interest rate cap. The issue margin and the interest rate cap are both determined at the time of the CD's issuance. The APY can be zero percent.

Accrual, Crediting and Compounding. Interest begins to accrue on the Contribution Date. Interest on each CollegeSure CD is compounded and credited on July 31 immediately following the contribution date and annually each July 31 thereafter. No interest will be earned after the Maturity Date unless the CD is renewed for another term.

Options at Maturity. We will provide written notification at least 60 days before the Maturity Date. You must provide written instructions at least 30 days prior to the Maturity Date if you would like the proceeds upon maturity of the CollegeSure CD to be invested other than in accordance with the default actions described in this document. If you provide instructions in good order, funds will be disbursed from your Account no later than the first Exchange Business Day following the Maturity Date.

If we do not receive instructions at maturity, we will take one of the following default actions:

- If the Beneficiary will be 17 years of age or younger by December 31 of the year in which the CD matures, we will transfer the matured funds to a new 1-year CollegeSure CD issued under the then current terms and conditions for issuing 1-year CollegeSure CDs;
- If the Beneficiary will be 18 years of age or older by December 31 of the year in which the CD matures, we will hold the matured funds in a Savings Account until you provide distribution or other investment instructions.

Alternatively, you may choose one of the following options at maturity:

- Reinvest the matured funds in another CollegeSure CD under the then current terms and conditions;
- Transfer the matured funds to an InvestorSure CD;
- Transfer the matured funds to a 1- or 3-year Fixed Rate CD;
- Rollover the matured funds to a CollegeChoice Direct or CollegeChoice Advisor account or into an account in another 529 plan;
- Hold the matured funds in a Savings Account; or
- Take a Qualified or Non-Qualified Distribution of the funds.

Please note any actions other than taking a Qualified or Non-Qualified Distribution or a default action stated above, could be considered your once per calendar year

investment exchange and could therefore be subject to the restrictions described in **Maintaining and Making Changes to Your Account: Once Per Calendar Year Investment Exchange** on page 28.

Early Withdrawal. Upon 30 days prior written notice, you may take a Qualified or Non-Qualified Distribution, in whole or in part prior to the Maturity Date. All principal withdrawals taken, other than in the final year, are subject to an Early Withdrawal Penalty equal to 5% of the principal amount withdrawn. In the final year of a CollegeSure CD, the Early Withdrawal Penalty is 1% of principal withdrawn. An early withdrawal will reduce earnings. We retain the right to terminate a CollegeSure CD if the withdrawal of principal from the CD would result in a balance of less than \$250.

In addition to an Early Withdrawal Penalty, if the withdrawal is a Non-Qualified Distribution, you may also be subject to the Distribution Tax and recapture of the State income tax credit as discussed in **Certain State Tax Considerations: Recapture of Indiana Income Tax Credit** on page 24.

COLLEGECHOICE INVESTORSURE CD

Product. The CollegeChoice InvestorSure CD is a certificate of deposit indexed to the performance of the S&P 500.

Issue Dates. The InvestorSure CD is issued four (4) times a year on the Issue Date which is the first Exchange Business Day of February, May, August and November.

We must receive funds five (5) business days prior to a CD Issue Date to be considered for that specific issue. Funds received less than five (5) business days prior to a CD Issue Date will be held in an Accumulator Account until the next Issue Date.

Maturity Available. The term for an InvestorSure CD is five years (60 months) from the Issue Date. The Maturity Date is the first Exchange Business Day of the month that is five (5) years from the Issue Date. For example, if a certificate is issued on May 2, 2011, the CD will mature on May 2, 2016.

Annual Percentage Yield (APY). The APY is the annualized investment return over the life of the InvestorSure CD. It assumes that the Account Owner holds the InvestorSure CD until maturity. Because the Investment Return (discussed below) can be zero, CSB does not guarantee any positive APY. In addition, Early redemption will diminish earnings. See **InvestorSure CD: Early Withdrawal** starting on page 20.

Options at Maturity. We will provide written notification at least 60 days before the Maturity Date. Thereafter, you must provide written instructions at least 30 days prior to the Maturity Date if you would like the proceeds upon maturity of the InvestorSure CD to be invested other than in accordance with the default actions described in this document. If you provide instructions in good order, funds will be disbursed from your Account no later than the first Exchange Business Day following the Maturity Date.

If we do not receive instructions at maturity, we will take one of the following default actions:

- If the Beneficiary will be 17 years of age or younger by December 31 of the year in which the CD matures, we will transfer the matured funds to a 1-year Fixed Rate CD under the then current terms and conditions for issuing Fixed Rate CDs;
- If the Beneficiary will be 18 years of age or older by December 31 of the year in which the CD matures, we will hold the matured funds in a Savings Account until you provide distribution or other investment instructions.

Alternatively, you may choose one of the following options at maturity:

- Transfer the matured funds to a CollegeSure CD;
- Transfer the matured funds to a 1- or 3-year Fixed Rate CD;
- Reinvest the matured funds in another InvestorSure CD under the then current terms and conditions;
- Rollover the matured funds to a CollegeChoice Direct or CollegeChoice Advisor account or into an account in another 529 plan;
- Hold the matured funds in a Savings Account; or
- Take a Qualified or Non-Qualified Distribution of the funds.

Please note that any actions other than taking a Qualified or Non-Qualified Distribution or a default action stated above, could be considered your once per calendar year investment exchange and could therefore be subject to the restrictions described in **Maintaining and Making Changes to Your Account: Once Per Calendar Year Investment Exchange** on page 28.

Market Measure. The Market Measure for the InvestorSure CD is the S&P 500. This index is published by Standard and Poor's, a division of The McGraw-Hill Companies, Inc. It is a widely used index to indicate the movement in common stock prices. The stocks that comprise the S&P 500 account for approximately 75% of the United States equities market, based on market capitalization. For additional information on the S&P 500, visit www.collegechoicecd.com.

Investment Return. The Investment Return for the InvestorSure CD is not predetermined at a set rate as of the Issue Date, but rather is the market rate as determined by the Market Measure. The Investment Return is computed as the difference between the Closing Market Value (CMV) and the Starting Market Value (SMV) divided by SMV and then multiplied by the Market Participation Factor (MPF). The Investment Return is represented by the following equation:

$$\frac{\text{MPF} \times (\text{CMV} - \text{SMV})}{\text{SMV}}$$

The MPF will be 70%. CSB, in its sole discretion, may establish an MPF higher than 70%, however your decision to invest in the InvestorSure CD should be based on the assumption that the MPF will be 70%. To the extent the investment return on an InvestorSure CD is positive, a 70% MPF will result in a lower investment return compared to a 100% MPF.

The above formula for calculating investment return assumes that the Account Owner does not take a distribution prior to maturity, and is not applicable for early withdrawals. Please see **CollegeChoice InvestorSure CD: Early Withdrawal** on page 20.

The Starting Market Value. The SMV is the closing value of the S&P 500 three (3) Exchange Business Days prior to the Issue Date. For example, a CD issued on May 2, 2011 has an SMV equal to the closing value of the S&P 500 on April 27, 2011.

The Closing Market Value. The CMV is the arithmetic average of the closing value of the S&P 500 on the Valuation Dates. The Valuation Dates are the Exchange Business Days coinciding with 20 quarterly observations between the Issue Date and the Maturity Date. For example, if the day of the month of the SMV is April 27, 2011, the Valuation Dates will include each, July 27, October 27, January 27, and April 27 between the SMV date and the Maturity Date. If the exact day of the month is not an Exchange Business Day, the Valuation Date that month is the first preceding Exchange Business Day.

ISSUE DATE	MATURITY DATE	VALUATION DATE	S&P CLOSE VALUE
11/1/05 (SMV)	11/1/10	10/27/05*	1,178.90
1st Valuation Date		1/27/06	1,283.72
2nd Valuation Date		4/27/06	1,309.72
3rd Valuation Date		7/27/06	1,263.20
4th Valuation Date		10/27/06	1,377.34
5th Valuation Date		1/26/07	1,422.18
6th Valuation Date		4/27/07	1,494.07
7th Valuation Date		7/27/07	1,458.95
8th Valuation Date		10/26/07	1,535.28
9th Valuation Date		1/25/08	1,330.61
10th Valuation Date		4/25/08	1,397.84
11th Valuation Date		7/25/08	1,257.76
12th Valuation Date		10/27/08	848.92
13th Valuation Date		1/27/09	845.71
14th Valuation Date		4/27/09	857.51
15th Valuation Date		7/27/09	982.18
16th Valuation Date		10/27/09	1,063.41
17th Valuation Date		1/27/10	1,097.50
18th Valuation Date		4/27/10	1,183.71
19th Valuation Date		7/27/10	1,113.84
20th Valuation Date		10/27/10	1,182.45

*10/27/05 indicates the starting market value

Total: 24,305.90 **Divided by:** 20 **CMV:** 1,215.30

Investment Return: $\frac{70\% \times (1,215.30 - 1,178.90)}{1,178.90} = 2.16\%$

$APY = (1 + 2.16\%)^{1/5} - 1 = 0.43\%$

The table above illustrates how the investment return would be calculated by using historical data and assuming that a five-year InvestorSure CD was issued on November 1, 2005 and matured on November 1, 2010.

Impact of Averaging. The CMV is not determined by calculating the closing value of the S&P 500 on any particular day (such as the Maturity Date or the last Valuation Date). The CMV is determined by averaging the closing value of the S&P 500 over the 20 quarterly observations between the SMV and the CMV of the InvestorSure CD. This method moderates fluctuations in the value of the S&P 500.

Thus, the investment return on an InvestorSure CD is different than the investment return that would be obtained if the CMV were the value of the S&P 500 on a single day. If the value of the S&P 500 on the last Valuation Date is lower than the average of the previous 19 Valuation Dates, then the investment return will be higher by using

averaging compared to an investment return using only the S&P 500 value on the last Valuation Date. Conversely, if the value of the S&P 500 on the last Valuation Date is higher than the previous 19 Valuation Dates, then the investment return may be lower by using averaging compared to an investment return using only the S&P 500 value on the last Valuation Date.

Upside Payment. At maturity, you may receive an Upside Payment on the InvestorSure CD. The Upside Payment will be the investment return multiplied by the principal amount of the InvestorSure CD. Because the CMV is determined by any number of market factors affecting the S&P 500, the investment return may be more or less than a fixed rate of interest earned from other standard CDs. If there is no change, or if there is a decrease, in the Market Measure from the SMV to the CMV, you will not be paid an Upside Payment. The Bank does not guarantee an APY, and offers no warranties, either express or implied, that the InvestorSure CD will result in any Upside Payment.

Early Withdrawal. Upon 30 days prior written notice, you may take a Qualified or Non-Qualified Distribution, in whole or in part, only on the anniversary date of the InvestorSure CD's Issue Date. Withdrawals prior to the Maturity Date are subject to an Early Withdrawal Penalty equal to 10% of the principal of the InvestorSure CD.

Therefore, the redemption amount will be less than the original amount of principal, notwithstanding increases in the value of the Market Measure since the Issue Date. If you take a Qualified or Non-Qualified Distribution prior to the Maturity Date, you will not be guaranteed a return of 100% of the principal amount of the InvestorSure CD but will receive 90% of the principal amount without any Upside Payment. We retain the right to terminate an InvestorSure CD if the withdrawal of principal from the CD would result in a balance of less than \$250.

In addition to an Early Withdrawal Penalty, if the withdrawal is a Non-Qualified Distribution, you may also be subject to the Distribution Tax and recapture of the State income tax credit as discussed in **Certain State Tax Considerations: Recapture of Indiana Income Tax Credit** on page 24.

COLLEGECHOICE FIXED RATE CD

The CollegeChoice Fixed Rate CDs earn a fixed rate for the entire term of the CD, determined at the time the CD is opened. The rate will appear on your deposit confirmation along with the annual percentage yield (APY).

Maturities Available:

- 1-year Fixed Rate CD (12 month maturity)
- 3-year Fixed Rate CD (36 month maturity)

Annual Percentage Yield (APY). You will receive the published interest rate on the Contribution Date, except for contributions by E-check and credit card where you will receive the APY applicable at the time of the day when you complete your online Enrollment Form or Deposit Slip, as applicable, and fund your Account. If you prefer to mail in a check to fund the CD, the Account will be opened at the applicable interest rate for the term selected on the Contribution Date.

Accrual, Crediting and Compounding. Interest begins to accrue on the Contribution Date, and is computed based on the daily balance of the contribution and the actual number of days elapsed divided by 365. Interest is compounded and credited to your Account annually.

Interest accrued on your Account will not be paid until maturity of the CD. No interest will be earned after maturity unless the CD is renewed for another term.

Options at Maturity. We will provide written notification at least 60 days before the Maturity Date. Thereafter, you must provide written instructions at least 30 days prior to the Maturity Date if you would like the proceeds upon maturity of the Fixed Rate CD to be invested other than in accordance with the default actions described in this document. If you provide instructions in good order, funds will be disbursed from your Account no later than the first Exchange Business Day following the Maturity Date.

If we do not receive instructions at maturity, we will take one of the following default actions:

- If the Beneficiary will be 17 years of age or younger by December 31 of the year in which the CD matures, we will transfer the matured funds to a new 1-year Fixed Rate CD issued under the then current terms and conditions for issuing 1-year Fixed Rate CDs;
- If the Beneficiary will be 18 years of age or older by December 31 of the year in which the CD matures, we will hold the matured funds in a Savings Account until you provide distribution or other investment instructions.

Alternatively, you may choose one of the following options at maturity:

- Transfer the matured funds to a CollegeSure CD;
- Transfer the matured funds to an InvestorSure CD;
- Reinvest the matured funds in another 1- or 3-year Fixed Rate CD under the then current terms and conditions;
- Rollover the matured funds to a CollegeChoice Direct or CollegeChoice Advisor account or into an account in another 529 plan;
- Hold the matured funds in a Savings Account; or
- Take a Qualified or Non-Qualified Distribution of the funds.

Please note any actions other than taking a Qualified or Non-Qualified Distribution or a default action stated above, could be considered your once per calendar year investment exchange and could therefore be subject to the restrictions described in **Maintaining and Making Changes to Your Account: Once Per Calendar Year Investment Exchange** on page 28.

Early Withdrawals. Upon 30 days prior written notice, you may take a Qualified or Non-Qualified Distribution, in whole or in part. Withdrawals prior to the Maturity Date are subject to an Early Withdrawal Penalty equal to three (3) months of interest. The APY applied to a Fixed Rate CD assumes the funds remain on deposit until the Maturity Date. An early withdrawal will reduce earnings.

In addition to an Early Withdrawal Penalty, if the withdrawal is a Non-Qualified Distribution, you may also be subject to the Distribution Tax and recapture of the State income tax credit, as discussed in **Certain State Tax Considerations: Recapture of Indiana Income Tax Credit** on page 24.

ACCUMULATOR ACCOUNT AND SAVINGS ACCOUNT TERMS AND CONDITIONS

CollegeChoice CD offers the Accumulator Account as a special service to Account Owners utilizing an ACH direct deposit and/or payroll deduction. This savings account provides a convenient way to reach the minimum required for a CD. When the minimum is reached, a CD is automatically purchased. In addition, if we receive funds less than five business days prior to an InvestorSure CD Issue Date, those funds will be held in an Accumulator Account until the next available Issue Date.

CollegeChoice CD also offers a Savings Account as a special service to hold matured CD funds greater than \$250 when the expected withdrawal to pay Qualified Expenses is sooner than one (1) year after the Maturity Date of the CD.

The Accumulator/Savings Account earns a variable interest rate equal to the Federal Funds Target Rate, the target interest rate set by the Federal Reserve Open Market Committee at which a depository institution lends its immediately available funds to another depository institution overnight. Interest begins to accrue on the Contribution Date. Your interest rate and APY may change without notice. However, we will send you a notice at least 30 days prior to a change in the terms that govern your Account, including a change in the index (currently Federal Funds Target Rate), or a change in the manner in which your Account earns interest.

Interest is credited and compounded quarterly on January 31, April 30, July 31, and October 31. Interest is calculated using the daily-balance method which applies a daily periodic rate to the principal in the Account each day.

Withdrawals. Withdrawals from these Accounts must be made by submitting a Distribution Authorization Form. You may call a Client Service Representative at 1.888.913.2885 to receive a Distribution Authorization Form or download the form on our website at www.collegechoicecd.com. Generally, withdrawal requests will be processed within ten (10) business days. You should note that if the withdrawal is a Non-Qualified Distribution, you may be subject to the Distribution Tax and recapture of the State income tax Credit as discussed in **Certain State Tax Considerations: Recapture of Indiana Income Tax Credit** starting on page 24.

CERTAIN FEDERAL TAX CONSIDERATIONS

General. This Section takes a closer look at some of the federal tax considerations you should be aware of when investing in CollegeChoice CD. However, the discussion is by no means exhaustive and is not meant as tax advice. This Disclosure Statement was developed to describe the terms and conditions and the CD Options offered by the Plan and cannot be relied upon for purposes of avoiding the payment of federal tax penalties. You should consult with your legal or tax advisor about the impact of these rules on your individual situation.

Please keep in mind that the IRS has issued only proposed regulations and certain other guidance under Section 529 of the Code. Final regulations could affect the tax considerations mentioned in this Section or require the terms of CollegeChoice CD to change.

The Federal tax consequences associated with an investment in CollegeChoice CD can be complex. In addition, some states may impose penalties and/or taxes on investments in or withdrawals from a Qualified Tuition Program offered by other states. These penalties and taxes may, in certain cases, result in an effective reduction or loss of some or all of the federal tax benefits discussed below. You should consult with a tax advisor regarding the application of federal tax laws to your particular circumstances.

Federal Tax-Deferred Earnings. Any earnings on contributions are tax deferred, which means your Account assets grow free of current federal income tax and are not subject to federal income tax if withdrawn to pay for Qualified Expenses, as described on the following page.

Federal Gift/Estate Tax. This Section only discusses federal gift and estate taxes. The state law treatment of gift and estate taxes varies so you should check with your tax advisor. If the amounts contributed by you on behalf of the Beneficiary together with any other gifts to the Beneficiary (over and above those made to your Account) do not exceed \$13,000 per year (\$26,000 for married couples making a proper election), no gift tax will be imposed for that year. Gifts of up to \$65,000 can be made in a single year (\$130,000 for married couples making a proper election) for a Beneficiary and the contributor may elect to apply the contribution against the annual exclusion equally over a five-year period. This allows you to move assets into tax-deferred investments and out of your estate more quickly. In general, if you die with assets still remaining in your Account, the Account's value will not be included in your estate for federal estate tax purposes, unless you elect the five-year averaging and die before the end of the fifth year. If your Beneficiary dies, and assets remain in your Account, the value of the Account may be included in the Beneficiary's estate for federal tax purposes. Further rules regarding gifts and the generation-skipping transfer tax may apply in the case of distributions, changes of Beneficiaries, and other situations. You should consult with a tax advisor when considering a change of Beneficiary or transfers to another Account for the specific effect of federal and state (if any) gift tax and generation skipping transfer tax on your situation.

Transfers and Rollovers. As discussed earlier in **Contributing to Your Account** starting on page 7, certain transfers can be made without incurring federal income tax consequences or a Distribution Tax. The distribution must be placed in another Account or an account of another Qualified Tuition Program within 60 days of the distribution date. If the new Beneficiary is a member of a generation lower than the prior Beneficiary, the transfer may be subject to the gift tax or generation-skipping transfer tax. Changes in your Beneficiary could potentially cause gift and/or generation-skipping transfer tax consequences to you and your Beneficiary. Because gift and generation-skipping transfer tax issues are complex, you should consult with your tax advisor. You can transfer assets for the same Beneficiary from another Qualified Tuition Program to your Account without adverse tax consequences only if no other such rollovers have occurred with respect to the Beneficiary within the prior twelve (12) months.

Transfers Between Plans for the Same Beneficiary. Under Section 529 of the Code, you can transfer assets directly

between the Plan and CollegeChoice Direct and/or CollegeChoice Advisor, once per calendar year for the same Beneficiary. Such a direct transfer is considered an investment exchange for federal and state tax purposes and is therefore subject to the restrictions described in **Maintaining and Making Changes to Your Account: Once Per Calendar Year Investment Exchange** on page 28.

For federal and state tax purposes, an indirect transfer involving the distribution of money from the Plan to CollegeChoice Direct and/or CollegeChoice Advisor or vice versa would be treated as a Non-Qualified Distribution (and not as an investment exchange), even though it is subsequently contributed to the new account for the same Beneficiary.

Coverdell Education Savings Accounts (ESAs). Generally, contributions may be made to both an ESA (defined in Section 530 of the Code) and a Qualified Tuition Program in the same year on behalf of the same Beneficiary. However, the same educational expenses cannot be claimed for a tax-exempt distribution from both the ESA and the Qualified Tuition Program.

Education Tax Credits. You and your Beneficiary, if eligible, can take advantage of Hope and Lifetime Learning Tax Credits without affecting your participation in CollegeChoice CD or its benefits. Hope and Lifetime Learning Credits can be claimed in the same year that a tax-exempt distribution is taken from a Qualified Tuition Program provided the distribution is not used for the same educational expenses.

FEDERAL TAXATION OF DISTRIBUTIONS

All Distributions. Distributions may have up to two (2) components: (i) principal, which is not taxable when distributed, and (ii) earnings, if any, which may be subject to federal income taxation. CollegeChoice CD determines the earnings portion based on IRS rules and reports to the IRS and the recipient on Form 1099-Q (or other successor form). However, the Form 1099-Q does not report whether the distribution is a Qualified Distribution or a Non-Qualified Distribution. You are responsible for preparing and filing the appropriate forms when completing your federal income tax return and for paying any applicable tax directly to the IRS.

Qualified Expense Distributions. If you take a distribution from your Account to pay for Qualified Expenses, your Beneficiary generally does not have to include in income

any earnings distributed for the applicable taxable year if the total distributions for that year are less than or equal to the total distributions for Qualified Expenses for that year minus any tax-free educational assistance and expenses taken into account in determining any Hope or Lifetime Learning Credits claimed for that taxable year. Tax-free educational assistance generally refers to the tax-free portion of any scholarships or fellowships, Pell Grants, employer provided educational assistance, veterans' education assistance, and other tax-free educational assistance. If the total distributions from your Account exceed the amount of distributions for Qualified Expenses for a taxable year, a portion of the earnings distributed will be taxable to you or your Beneficiary, as applicable, in an amount equal to the total distributed earnings for the taxable year minus the total distributed earnings multiplied by a fraction the numerator of which is the adjusted Qualified Expenses for the year, and the denominator of which is the total amount distributed during the year.

For example, assume you take a distribution of \$5,000 from your Account in Year 1. Qualified Expenses for Year 1 are \$5,000, your Beneficiary receives a scholarship for \$1,000, and there are no Hope or Lifetime Learning Credits to be claimed for Year 1. Because the \$1,000 scholarship must be subtracted from the total Qualified Expenses for Year 1, you will potentially be taxed on the earnings associated with the \$1,000 that were not used for Qualified Expenses.

You, or your Beneficiary, as applicable, are responsible for determining the amount of the earnings portion of any distribution from your Account that may be taxable and are responsible for reporting any earnings that must be included in taxable income. You should consult with your tax advisor and IRS Publication 970 for further information. IRS Publication 970 is available online at: <http://www.irs.gov/publications/p970/ch08.html>.

Other Distributions. For federal income tax purposes and pursuant to current IRS guidance, including Form 1099-Q and proposed regulations, you are, or the Beneficiary is, as applicable, subject to federal and state income tax on the earnings portion of a distribution in the event of a distribution on account of the death or Disability of a Beneficiary, the receipt by the Beneficiary of a scholarship, grant, or Tuition Assistance, attendance at certain specified military academies, or use of Hope or Lifetime Learning Credits. These other distributions are not subject to the Distribution Tax.

Non-Qualified Distributions. You, or the Beneficiary, as applicable, are subject to federal and state income tax and the Distribution Tax on the earnings portion of any distribution that is not exempt from tax as described above. You will also be subject to a recapture of the State income tax credit with respect to any Non-Qualified Distribution as discussed in **Certain State Tax Considerations: Recapture of Indiana Income Tax Credit** on page 24.

Determination of Taxable Earnings. The principal and earnings portions of a distribution for federal tax purposes are determined by a formula reflecting the proportion of contributions to the overall market value of your Accounts in all Qualified Tuition Programs sponsored by the State for the same Beneficiary. If the distribution is subject to a Distribution Tax, the Distribution Tax is applied to the earnings portion. Due to the IRS rules regarding aggregation of accounts, the taxable earnings may be more or less than the actual earnings on any particular Account or Accounts.

CERTAIN STATE TAX CONSIDERATIONS

General. This Section takes a closer look at some of the state tax considerations you should be aware of when investing in CollegeChoice CD. However, the discussion is by no means exhaustive and is not meant as tax advice. The state tax consequences associated with an investment in the Plan can be complex. You should consult with a tax advisor regarding the application of state tax laws to your particular circumstances.

Income Tax Credit for Indiana Taxpayers. If you are an Indiana taxpayer (resident or non-resident, individual or married), you may receive a 20% State tax credit against your adjusted gross income, up to a maximum of \$1,000, for contributions to a CollegeChoice CD Account. Rollover contributions from another Qualified Tuition Program into CollegeChoice CD do not count as contributions eligible for the tax credit. The tax credit is available to an individual filing a single return or a married couple filing a joint return. The amount of the credit is the lesser of the following:

1. Twenty percent (20%) of the amount of total contributions to the Plan during the taxable year by the taxpayer;
2. One thousand dollars (\$1,000); or
3. The amount of the taxpayer's adjusted gross income tax liability for the taxable year reduced by the sum of all other credits allowed.

The State income tax credit is a nonrefundable credit. You may not carry forward any unused State income tax credit. If you no longer have Indiana adjusted gross income, you will no longer be eligible to receive the State income tax credit for subsequent contributions to an Account.

Recapture of Indiana Income Tax Credit. An Account Owner (not the contributor) must repay all or part of the State income tax credit claimed by contributors in prior taxable years in a taxable year in which the Account Owner makes a Non-Qualified Distribution from the Account. For purposes of this requirement, a Non-Qualified Distribution includes any rollover from the Account into another state's Qualified Tuition Program or any termination of the Account within twelve (12) months after the Account was opened. Any repayment of the State income tax credit by the Account Owner must be reported and paid on the Account Owner's Indiana adjusted gross income tax return for the taxable year in which a Non-Qualified Distribution was made or through an assessment by the State. The Amount that the Account Owner must repay is equal to the lesser of:

1. Twenty percent (20%) of the total amount of Non-Qualified Distributions made during the taxable year from the Account; or
2. The excess of: (i) the cumulative amount of all State income tax credits that are claimed by any contributor with respect to contributions made to the Account for all prior taxable years beginning on or after January 1, 2007, over (ii) the cumulative amount of repayments paid by the Account Owner for all prior taxable years beginning on or after January 1, 2008.

Indiana Tax-Free Distributions for Qualified Expenses.

Because Indiana adjusted gross income is generally derived from federal adjusted gross income, you or the Beneficiary, as applicable, if an Indiana taxpayer, will be subject to Indiana adjusted gross income tax in the same manner as federal income tax. As a result, you or the Beneficiary are generally not subject to Indiana adjusted gross income tax on the earnings portion of any distributions for Qualified Expenses. Since different states have different tax provisions, if you or your Beneficiary, as applicable, are not an Indiana taxpayer, you should consult your own state's tax laws or your tax advisor for more information on your state's taxation of distributions for Qualified Expenses.

Indiana Taxation of Non-Qualified and Other Distributions.

Because Indiana adjusted gross income is generally

derived from federal adjusted gross income, you or the Beneficiary, as applicable, will be subject to Indiana adjusted gross income tax on the earnings portion of any Non-Qualified or other distribution that is also included in your federal adjusted gross income for a taxable year. In addition, you, as an Account Owner, may be subject to recapture of some or all of any State income tax credit claimed by contributors for prior taxable years as a result of any Non-Qualified Distribution. Since different states have different tax provisions, if you or your Beneficiary, as applicable, are not an Indiana taxpayer, you should consult your own state's tax laws or your tax advisor for more information on your state's taxation of Other Distributions.

Non-Indiana Taxpayers. If you are not an Indiana taxpayer, consider before investing whether your or the Beneficiary's home state offers a Qualified Tuition Program that provides its taxpayers with favorable state tax and other benefits that may only be available through investment in the home state's Qualified Tuition Program, and which are not available through an investment in CollegeChoice CD. You may wish to contact your home state's Qualified Tuition Program(s), or any other Qualified Tuition Program, to learn more about those plans' features, benefits, and limitations. Keep in mind that state-based benefits should be one of many appropriately weighted factors to be considered when making an investment decision. Since different states have different tax provisions, this Disclosure Statement contains limited information about the state tax consequences of investing in CollegeChoice CD. Therefore, please consult your financial, tax, or other advisor to learn more about how state-based benefits (or any limitations) would apply to your specific circumstances.

WITHDRAWALS AND ACCOUNT TERMINATION

General. You can take a distribution from your Account or close your Account at any time by completing a Distribution Authorization Form. We will not send any proceeds from your distribution request until all the money has been collected, meaning the money's availability in your Account. Please note that there may be a 15-calendar day hold placed on distribution requests when there is a change to your address or banking information.

Distributions from your Account are either Qualified Distributions or Non-Qualified Distributions as determined under IRS requirements. As the Account Owner, you are responsible for satisfying the IRS requirements for proof

of Qualified Distributions, which includes retaining any paperwork and receipts necessary to verify the type of distribution you received. We will not provide information to the IRS regarding the type of distribution you receive. Distributions may be subject to federal and/or state tax withholding and Early Withdrawal Penalties. For purposes of determining whether a distribution is taxable or subject to the Distribution Tax, you must determine whether the distribution is made in connection with the payment of Qualified Expenses, as defined under the Code and discussed under **Qualified Distributions** on this page, or fits within one of the exceptions to treatment as a Non-Qualified Distribution as discussed under **Other Distributions** starting on this page.

Early Withdrawal. Early redemption of your CDs are permitted. Each CD features an early withdrawal procedure including specific instructions, limitations and Early Withdrawal Penalties for a distribution prior to the Maturity Date. See **CD Option Profiles** starting on page **16**.

Procedures for Distributions. Only the Account Owner may direct distributions from the Account. Qualified Distributions can be made payable to the Account Owner or the Beneficiary. You may call Client Service at 1.888.913.2885 to receive a Distribution Authorization Form or download the form on our website at www.collegechoicecd.com. Complete and submit the form to us in good order and provide such other information or documentation as we may, from time to time, require. We will process a distribution from an Account on the first Exchange Business Day following maturity of the CD held by that Account. Each CD Option also has specific notice requirements in order to request a distribution. See **CD Option Profiles** starting on page **16** for additional information.

We generally process a distribution from an Accumulator or Savings Account within ten (10) business days of accepting the request. CSB may also establish a minimum distribution amount and/or charge a fee for distributions made by federal wire.

Qualified Distributions. Distributions for Qualified Expenses are generally exempt from federal and applicable state income taxes and the Distribution Tax.

Non-Qualified Distributions. A distribution that does not meet the requirements for a Qualified Distribution will be considered a Non-Qualified Distribution by the IRS unless it is one of the distributions described below under **Other Distributions**. The earnings portion of a Non-Qualified

Distribution will be subject to federal income taxes (and may be subject to other taxes) and will be taxable to the person receiving the distribution. In addition, Non-Qualified Distributions are subject to a Distribution Tax, may be subject to recapture of some or all of any State income tax credit claimed by contributors, and may be subject to Early Termination Penalties.

The person receiving the distribution would need to comply with IRS requirements, including filing applicable forms with the IRS. Although CollegeChoice CD will report the earnings portion of all distributions, it is your final responsibility to calculate and report any tax liability and to substantiate any exemption from tax and/or penalty.

Other Distributions. The distributions discussed below are not subject to the Distribution Tax. Except for a Rollover Distribution, the earnings portion of each distribution discussed will be subject to federal and to any applicable state income taxes. See **Certain Federal Tax Considerations: Transfers and Rollovers** on page **22**. In addition, these distributions may be subject to Early Withdrawal Penalties. You should consult a tax advisor regarding the application of federal and state tax laws if you take any of these distributions.

Death of Beneficiary. In the event of the death of the Beneficiary, you may change the Beneficiary of your Account, authorize a payment to a beneficiary of the Beneficiary, or the estate of the Beneficiary, or request the return of all or a portion of your Account balance. A distribution due to the death of the Beneficiary, if paid to a beneficiary of the Beneficiary or the estate of the Beneficiary, will not be subject to the Distribution Tax, but earnings will be subject to federal and any applicable state income tax. A distribution of amounts in the Account, if not paid to a beneficiary of the Beneficiary or the Beneficiary's estate, may constitute a Non-Qualified Distribution, subject to federal and applicable state income taxes at the distributee's tax rate and the Distribution Tax. If you select a new Beneficiary who is a Member of the Family of the former Beneficiary, you will not owe federal income tax or the Distribution Tax. Special rules apply to UGMA/UTMA custodial accounts.

Disability of Beneficiary. If your Beneficiary becomes Disabled, you may change the Beneficiary of your Account or request the return of all or a portion of your Account balance. A distribution due to the Disability of the Beneficiary will not be subject to the

Distribution Tax, but earnings will be subject to federal and any applicable state income tax at your tax rate. If you select a new Beneficiary who is a Member of the Family of the former Beneficiary, you will not owe federal income tax or a penalty. Special rules apply to UGMA/UTMA custodial accounts.

Receipt of Scholarship. If your Beneficiary receives a qualified scholarship, Account assets up to the amount of the scholarship may be withdrawn without imposition of the Distribution Tax. A qualified scholarship includes certain educational assistance allowances under federal law as well as certain payments for educational expenses (or attributable to attendance at certain educational institutions) that are exempt from federal income tax. The earnings portion of a distribution due to a qualified scholarship is subject to federal and any applicable state income tax at the distributee's tax rate.

Tuition Assistance. Distributions up to the amount of the Tuition Assistance, as described in the Code, may be made without incurring any Distribution Tax, although the earnings portion of such distributions will be subject to federal income taxes and may be subject to other taxes.

Attendance at Certain Specified Military Academies. If your Beneficiary attends the United States Military Academy, the United States Naval Academy, the United States Air Force Academy, the United States Coast Guard Academy, or the United States Merchant Marine Academy, you may withdraw up to an amount equal to the costs attributable to the Beneficiary's attendance at the institution without incurring the additional Distribution Tax. The earnings portion of the distribution will be subject to federal and any applicable state income tax at the distributee's tax rate.

Use of Education Tax Credits. If you pay Qualified Expenses from an Account, you will not be able to claim Hope or Lifetime Learning Credits for the same expenses. Furthermore, expenses used in determining the allowed Hope or Lifetime Learning Credits will reduce the amount of a Beneficiary's Qualified Expenses to be paid from your Account as a Qualified Distribution and may result in taxable distributions. Such distributions will not be subject to the Distribution Tax.

Rollover Distribution. To qualify as a Rollover Distribution, you must reinvest the amount distributed from your Account into another Qualified Tuition Program within 60 days of the distribution date. Rollover Distributions may be

subject to certain state taxes, but are generally exempt from federal income taxes and the Distribution Tax.

Records Retention. Under current federal tax law, you are responsible for obtaining and retaining records, invoices, or other documentation adequate to substantiate (i) expenses which you claim are Qualified Expenses, (ii) the death or Disability of a Beneficiary, (iii) the receipt by a Beneficiary of a qualified scholarship or Tuition Assistance, (iv) the attendance by a Beneficiary at certain specified military academies, or (v) the use of Hope or Lifetime Learning Credits.

Method of Payment. CollegeChoice CD pays distributions to the following payees:

- Account Owner (by check or direct deposit to an established bank account); or
- Beneficiary (by check).

Trusts, Corporations, and Other Entities as Account Owners.

An Account Owner that is a trust, partnership, corporation, association, estate, or another acceptable type of entity must submit documentation to CollegeChoice CD to verify the existence of the entity and identify the individuals who are eligible to act on the entity's behalf. Examples of appropriate documentation include a trust agreement, partnership agreement, corporate resolution, articles of incorporation, bylaws, or letters appointing an executor or personal representative. Documentation must be submitted when an Account is established. We will not be able to open your Account until we receive all of the information required on the Enrollment Form and any other information we may require, including the documentation that verifies the existence of the Account Owner. If the individuals who are authorized to act on behalf of the entity have changed since the Account was established, then additional documentation must be submitted with any distribution or other transaction request.

Tax Treatment of Distributions. Please read **Certain Federal Tax Considerations** starting on page 21 and **Certain State Tax Considerations** starting on page 23.

Termination of Unclaimed Accounts. Under certain circumstances, if there has been no activity in your Account, or if CollegeChoice CD was unable to contact you for a period of time, your Account may be considered abandoned under the State's or your state's unclaimed property laws. If your property is considered abandoned,

it will, without proper claim by the Account Owner within a certain period of years, revert to the State or your state. For more information on the State's unclaimed property law, see the Indiana Attorney General, Unclaimed Property Division website at <https://www.indianaunclaimed.com/apps/ag/ucp/index.html>.

Involuntary Termination of Accounts. CollegeChoice CD is not intended to be used, nor should it be used, by any taxpayer for the purpose of evading federal or state taxes or tax penalties. CollegeChoice CD may refuse to establish or may terminate an Account if we determine that it is in the best interest of CollegeChoice CD or required by law. If we determine that you provided false or misleading information to the Plan Officials or an Eligible Educational Institution in establishing or maintaining an Account, or that you are restricted by law from participating in CollegeChoice CD, we may close your Account.

Upon termination of an Account, CollegeChoice CD will liquidate the Account and distribute the balance of the Account to the Account Owner. Tax implications and any other expenses, as a result of the liquidation, will be solely your responsibility. Early Withdrawal Penalties may apply.

MAINTAINING AND MAKING CHANGES TO YOUR ACCOUNT

Options for Unused Contributions: Changing a Beneficiary, Transferring Assets to Another of Your Accounts. Your Beneficiary may choose not to attend an Eligible Educational Institution or may not use all the money in your Account. In either case, you may name a new Beneficiary or take a distribution of your Account assets. Any Non-Qualified Distribution from your Account will be subject to applicable income taxes and the Distribution Tax. See **Withdrawals and Account Termination** starting on page 24. In addition, any distribution from your Account prior to the Maturity Date of the applicable CD may be subject to an Early Withdrawal Penalty. See **CD Option Profiles** starting on page 16.

You can change your Beneficiary at any time. To avoid negative tax consequences, the new Beneficiary must be a Member of the Family of the original Beneficiary. Any change of the Beneficiary to a person who is not a Member of the Family of the current Beneficiary is treated as a Non-Qualified Distribution subject to applicable federal and state income taxes as well as the Distribution Tax. An Account Owner who is an UGMA/UTMA custodian

will not be able to change the Beneficiary of the Account, except as may be permitted under the applicable UGMA/UTMA law. See **Establishing An Account: Moving Assets from an UGMA/UTMA Account** on page 9.

To initiate a change of Beneficiary, you must complete and submit a Change of Beneficiary Form (and an Enrollment Form if you do not already have an Account for the new Beneficiary). The change will be made upon our receipt and acceptance of the signed, properly completed form(s) in good order. CollegeChoice CD reserves the right to suspend the processing of a Beneficiary transfer if we suspect that the transfer is intended to avoid the Plan's exchange and reallocation limits and/or the tax laws. Also, a Beneficiary change or transfer of assets may be denied or limited if it causes one or more Accounts to exceed the Maximum Account Balance for a Beneficiary.

The CDs in which your CD Option invests will not change if you change Beneficiaries. CollegeChoice CD will continue to use your contributions to purchase the CDs you originally selected for your Account. You may change the CDs in which future contributions are invested at any time by submitting a Direct Deposit Authorization and Change Form.

Change of Account Owner. Except as discussed below, you may transfer control of your Account assets to a new Account Owner. All transfers to a new Account Owner must be requested in writing and include any information that may be required. However, your right of control may not be sold, transferred, used as collateral, or pledged or exchanged for money or anything of value. CollegeChoice CD may require affidavits or other evidence to establish that a transfer is non-financial in nature. Your right of control may also be transferred under an appropriate court order as part of divorce proceedings. If you transfer control of an Account to a new Account Owner, the new Account Owner must agree to be bound by the terms and conditions of the Disclosure Statement and Enrollment Form. Transferring an Account to a new Account Owner may have significant tax consequences. Before doing so, you may want to check with your tax advisor regarding your particular situation.

Changing or Removing a Custodian. For an Account funded with assets originally held in an UGMA/UTMA account, the Custodian may be released or replaced upon written notice to the Plan. See **Establishing An Account: Moving Assets from an UGMA/UTMA Account** on page 9.

Once Per Calendar Year Investment Exchange. Federal law allows you to change the CD Options in which you currently invest for each Beneficiary once per calendar year. You can initiate this transaction by contacting a Client Service Representative at 1.888.913.2885 or by downloading an Exchange Form from our website. If you choose to make an annual exchange and, thereby terminate an existing CD Option prior to its Maturity Date, you may be subject to an Early Withdrawal Penalty.

PLAN GOVERNANCE AND ADMINISTRATION

CollegeChoice CD. CollegeChoice CD is a Qualified Tuition Program that is operated under the Trust established pursuant to the Enabling Legislation. The Enabling Legislation authorizes the Authority to establish and administer Qualified Tuition Programs and gives the Board power to develop and implement CollegeChoice CD through the establishment of rules, guidelines, procedures, or policies. In addition, the Authority is provided discretion with regard to the formation of CollegeChoice CD, including the establishment of minimum Account contributions and retention of professional services necessary to assist in the administration of CollegeChoice CD. CollegeChoice CD is administered by the Board, an instrumentality of the State.

Other Qualified Tuition Programs Administered by the Authority. The Authority administers three Qualified Tuition Programs; CollegeChoice CD, CollegeChoice Direct and CollegeChoice Advisor, each through its own trust. To obtain more information about CollegeChoice Direct and CollegeChoice Advisor, visit the CollegeChoice website at collegechoiceplan.com. This Disclosure Statement relates only to CollegeChoice CD.

The Authority. As required by the Enabling Legislation, CollegeChoice CD is directed and administered by the Authority through the Board. The Board consists of four (4) ex officio members: the state treasurer, the state superintendent of public instruction, the Indiana commissioner for higher education, and the budget director; and five (5) members who are appointed by the governor. Board members receive no compensation for their services to CollegeChoice. However, they are entitled to reimbursement for traveling expenses and other expenses actually incurred in the performance of their duties. There may be vacancies on the Board from time to time.

The Declaration of Trust. The Trust for CollegeChoice CD has been established pursuant to the Declaration of Trust, which provides that the Authority is the sole Trustee of CollegeChoice CD and that the Authority may appoint its staff to act as the Trustee's designee with respect to the day-to-day operations of CollegeChoice CD. The Trust Declaration provides that the assets of CollegeChoice CD shall be used exclusively to make Qualified Distributions and Non-Qualified Distributions in accordance with the provisions of the Enabling Legislation and the Accounts and pay expenses of the Trust and/or CollegeChoice Direct and CollegeChoice Advisor in the management, protection, investment, and reinvestment of Trust assets. The Trust Declaration also provides that the Authority shall adopt investment policies and may change the policies from time to time as they deem in the best interest of Account Owners and Beneficiaries.

Under the Trust Declaration, the Authority may:

- Retain professional services, including Accountants, auditors, consultants, and experts;
- Seek rulings and other guidance from the U.S. Department of the Treasury, the IRS, and the State tax commission;
- Make changes to CollegeChoice CD and the Trust required for the Account Owners in CollegeChoice CD to obtain the federal income tax benefits or treatment provided by Section 529 of the Code;
- Interpret, in rules, policies, guidelines, and procedures, the provisions of the Enabling Legislation broadly in light of its purpose and objectives;
- Charge, impose, and collect administrative fees and service charges in connection with any agreement, contract, or transaction relating to CollegeChoice CD;
- Select the financial institution or institutions to act as the depository and manager of CollegeChoice CD in accordance with the Enabling Legislation and the Trust;
- Contract with a financial institution or institutions to serve as program manager and depositories; and
- Take any other action appropriate to implement and administer CollegeChoice CD and the Trust.

To obtain a copy of the Trust Declaration, please call a Client Service Representative at 1.888.913.2885.

Program Manager. The Authority has contracted with College Savings Bank to serve as Program Manager for CollegeChoice CD. As Program Manager for CollegeChoice CD, CSB provides marketing, depository, and certain administrative services for the Plan. CSB is a New Jersey Chartered savings bank and member of the FDIC. Additional information about the Bank can be found online at www.collegesavings.com.

The Trustee requires the Program Manager, its assets and liabilities, and its financial statements to be regularly examined by federal and state auditors. The Program Manager's federally-filed financial statements are available quarterly at www2.fdic.gov/idasp/main.asp by searching for FDIC Certificate Number: 27041.

GENERAL PROVISIONS AND IMPORTANT NOTICES

Your Account. The Disclosure Statement and, when executed by you, the Enrollment Form, constitutes the entire agreement between you and the Trust with respect to your Account. By signing the Enrollment Form, you are requesting that the Authority establish an Account for the benefit of the Beneficiary you designate on the Enrollment Form. Your Account, the Disclosure Statement and your signed Enrollment Form are subject to the Enabling Legislation and any rules the Authority may adopt under the Enabling Legislation. Your Account assets will be held, subject to the Enabling Legislation, the Code, the Disclosure Statement, and your signed Enrollment Form, for the exclusive benefit of you and the Beneficiary.

Changes to an Account. The Plan Officials are not responsible for the accuracy of the documentation you submit to CollegeChoice CD to make changes to your Account, whether submitted online or in paper form. If acceptable to the Authority, notices, changes, options, and elections relating to your Account will take effect within a reasonable amount of time after we have received the appropriate documentation in good order, unless the Authority agrees otherwise.

Keep Legal Documents for Your Records. You should retain the Disclosure Statement for your records. We may make modifications to CollegeChoice CD in the future. If so, an addendum to the Disclosure Statement may be sent to your address of record or notice sent to you by email if you choose to receive documents electronically. If material modifications impacting your account are made

to CollegeChoice CD, a revised Disclosure Statement or addendum will be sent to your address of record or notice sent to you by email if you choose to receive documents electronically. In these cases, the new addendum and/or Disclosure Statement will supersede all prior versions. Please note that we periodically match and update the addresses of record against a change of address database maintained by the U.S. Postal Service to reduce the possibility that items sent First Class Mail, such as Account statements, will be undeliverable.

Changes to the Disclosure Statement. The Authority may amend the terms of the Disclosure Statement from time to time to comply with changes in the law or regulations or if the Authority determines it is in the Plan's best interest to do so. However, the Authority will not retroactively modify existing terms and conditions applicable to an Account in a manner adverse to you or your Beneficiary except to the extent necessary to assure compliance with applicable state and federal laws or regulations or to preserve the favorable tax treatment to you, your Beneficiary, the Authority, the Board, CollegeChoice CD, or the Trust.

Changes to State Statutes; Adoption of Rules. The Indiana Legislature may, from time to time, pass legislation, which may directly or indirectly affect the terms and conditions of CollegeChoice CD and the Disclosure Statement. Also, the Authority may adopt rules pursuant to the provisions of the Enabling Legislation, which may directly or indirectly affect the terms and conditions of CollegeChoice CD and the Disclosure Statement.

Guide to Interpretation. The Plan is intended to qualify for the tax benefits of Section 529 of the Code notwithstanding anything in the Disclosure Statement to the contrary, the terms and conditions applicable to your Account will be interpreted and/or amended to comply with the requirements of that Section and applicable regulations.

Creditor Protections. Federal law and Indiana law provide limited creditor protections based on the timing of contributions and the debtor's relationship to the Beneficiary. Generally, contributions made to a debtor's Account less than one year before the filing of a bankruptcy petition are included in the debtor Account Owner's bankruptcy estate and are not protected from creditors. Contributions made to a debtor's Account more than one year before the filing of a bankruptcy petition are generally not part of a debtor Account Owner's bankruptcy estate, provided that the contributions are not

deemed excess contributions and the Beneficiary is the debtor's child, stepchild, grandchild or step-grandchild. However, federal law provides that for contributions made between one and two years prior to the filing of a bankruptcy petition, a maximum of \$5,475 in contributions may be excluded from the debtor Account Owner's bankruptcy estate. Indiana law provides for a maximum exclusion of \$5,000 for contributions made between one (1) and two (2) years prior to the filing of a bankruptcy petition. You should consult a legal advisor regarding the application of this specific law to your particular circumstances and for a determination of whether Indiana or federal law applies to your situation.

Representation. All factual determinations regarding your or your Beneficiary's residency, Disabled status, and any other factual determinations regarding your Account will be made by the Authority or its designee based on the facts and circumstances of each case.

Severability. In the event that any clause or portion of the Disclosure Statement or the Enrollment Form, including your representations, warranties, certifications, and acknowledgements, is found to be invalid or unenforceable by a valid court order, that clause or portion shall be severed from the Disclosure Statement or the Enrollment Form, as applicable, and the remainder of the Disclosure Statement or Enrollment Form, as applicable, shall continue in full force and effect as if such clause or portion had never been included.

Precedence. Except as otherwise expressly provided in the Trust Declaration, in the event of inconsistencies between the Disclosure Statement, the Management Agreement, Authority policy or any rules adopted by the Authority, and the Code or Indiana statutes, the provisions of the Indiana statutes or the Code, as applicable, shall govern. To the extent permitted by Indiana law, the Code shall govern in the event of any inconsistencies between Indiana statutes and the Code.

Indiana Law. The Plan is created under the laws of the State. It is governed by, construed, and administered in accordance with the laws of the State. The venue for disputes and all other matters relating to the Plan will only be in the State.

Claims; Disputes. All decisions and interpretations by the Plan Officials in connection with the operation of the Plan will be final and binding upon you, the Beneficiary, and any other person affected. Any claim by you or your Beneficiary against the Plan Officials, individually or

collectively, with respect to your Account shall be made solely against the assets in your Account. The obligations of CollegeChoice CD under an Enrollment Form are moneys received from you and earnings and/or losses from your Account investments, and neither you nor your Beneficiary will have recourse against the Plan Officials, collectively or individually, in connection with any right or obligations arising out of an Account. Assets in your Account are not an obligation of the State. Accounts are not insured by the State and neither the principal deposited nor the investment return is guaranteed by the State. Establishment of an Account does not guarantee that a Beneficiary will be admitted to an Eligible Educational Institution or be allowed to continue enrollment at or graduate from an Eligible Educational Institution after admission. Establishing an Account does not establish Indiana residence for a Beneficiary. The State does not guarantee that amounts saved in an Account will be sufficient to cover the Qualified Expenses of a Beneficiary. All obligations under your Account and the Disclosure Statement are legally binding contractual obligations of the Trust only. The Plan may liquidate assets in your Account to pay any fees, expenses or liabilities owed to the Trustee, the Trust, the Program Manager, or certain other entities performing services related to CollegeChoice CD.

Correction of Errors. If, within 30 days after issuance of any Account statement or confirmation, you make no written objection regarding an error in the Account that is reflected on that statement, the statement will be deemed correct and binding upon you and your Beneficiary. If you do not write to object to a confirmation within that time period, you will be considered to have approved it and to have released the Plan Officials from all responsibility for matters covered by the confirmation. Each Account Owner agrees to provide all information that CollegeChoice CD needs to comply with any legal reporting requirements.

Use of Funds as Collateral. Your CollegeChoice CD Account may not be pledged as security or collateral for a loan or be encumbered or mortgaged. You may not borrow amounts in your CollegeChoice CD Account or the related deposit account.

Inconsistencies. This document is intended as a summary of the rules applicable to CollegeChoice CD. Every effort has been made to properly reflect in this document the applicable provisions of Indiana law, the policies and procedures adopted by the Authority, and federal and state income tax laws. Neither the Authority nor the Bank

is liable for any inconsistency between this summary and the applicable provisions governing the administration and operation of CollegeChoice CD. You are encouraged to seek independent legal and tax advice.

Anti-Money Laundering Acts. Title III of The USA Patriot Act (P.L. 107-56) requires that regulations be promulgated requiring financial institutions, such as the Bank, to implement reasonable procedures for verifying the identity of any person seeking to open an Account, maintaining records of the information used to verify the person's identity, and determining whether the person appears on any lists of known or suspected terrorists or terrorist organizations provided to the financial institution by any government agency.

You should be aware that upon opening an Account, you must disclose certain personal information. We will be required to verify the information provided and may use independent sources to verify. Your name will be cross-checked against a federal government agency list of known or suspected terrorists and terrorist organizations. College Savings Bank may share information with other banks and the federal government for the purpose of identifying or reporting suspected terrorism or money laundering.

GLOSSARY

Defined Terms. Terms used in this Disclosure Statement have the following meanings:

Account: An Account in CollegeChoice CD established by an Account Owner for a Beneficiary.

Account Owner or you: An individual 18 years or older, an emancipated minor (as determined by Indiana law), a trust, an estate, a partnership, an association, a company, a corporation, or a Custodian, who signs an Enrollment Form establishing an Account. In certain cases, the Account Owner and Beneficiary may be the same person. An individual seeking to open an Account as an emancipated minor must submit a court order as well as any other documentation that we request, establishing that he or she is empowered to enter into a contract without the ability to revoke a contract based on age. Without such documentation, we will not open an Account for an emancipated minor.

ACH Plan: A service in which an Account Owner authorizes CollegeChoice CD to transfer money, on a regular and predetermined basis, from a bank or other financial institution to an Account in CollegeChoice CD.

Authority: The Indiana Education Savings Authority.

Beneficiary: The individual designated by an Account Owner, or as otherwise provided in writing to CollegeChoice CD, to receive the benefit of an Account.

Board: The board of directors of the Authority.

CD Option: The CD Options available to Account Owners in CollegeChoice CD.

Code: Internal Revenue Code of 1986, as amended. There are references to various Sections of the Code throughout this Disclosure Statement, including Section 529 as it currently exists and as it may subsequently be amended, and any regulations adopted under it.

CollegeChoice CD: The CollegeChoice CD 529 Savings Plan.

Contribution Date: The day on which contributions to your Account are credited as follows:

- Contributions by check received before 2 p.m. Eastern time are credited on the same Exchange Business Day. Contributions by check received after 2 p.m. Eastern time are credited on the next Exchange Business Day.
- Contributions by E-Check and credit card are credited on the next Exchange Business Day.
- Contributions by ACH or wire transfer are credited on the Exchange Business Day the Bank receives the funds.
- All other Contribution Dates vary by method and timing of the contribution.

Custodian: The individual who opens an Account on behalf of a minor Beneficiary with assets from an UGMA/UTMA Account. Generally, the Custodian will be required to perform all duties of the Account Owner with regard to the Account until the Account Owner attains the age of majority, is otherwise emancipated, or the Custodian is released or replaced by a valid court order. The Custodian of an Account funded from an UGMA/UTMA Account may not change the Account Owner or Beneficiary.

Distribution Tax: A federal surtax required by the Code that is equal to 10% of the earnings portion of a Non-Qualified Distribution.

Disabled or Disability: Condition of a Beneficiary who is unable to do any substantial gainful activity because of any medically determinable physical or mental impairment which can be expected to result in death or to be of long-continued and indefinite duration. CollegeChoice CD will require medical documentation to verify this condition. See IRS Publication 970 available at <http://www.irs.gov/publications/p970/> for further details.

Early Withdrawal Penalty: A penalty charged by CSB in the event of a distribution from your Account prior to the Maturity Date of the CD in which your CD Option invests. This penalty ranges from 3-months interest to 10% of the principal withdrawn depending on the timing of the distribution and the type of CD terminated.

E-Check: A service in which an Account Owner authorizes CollegeChoice CD to transfer money from a bank or other financial institution to an Account in CollegeChoice CD.

Eligible Educational Institution: An institution as defined in Section 529(e) of the Code. Generally, the term includes accredited post-secondary educational institutions or vocational schools in the United States and some accredited post-secondary educational institutions or vocational schools abroad offering credit toward a bachelor's degree, an associate's degree, a graduate level or professional degree, or another recognized postsecondary credential. The institution must be eligible to participate in a student financial aid program under Title IV of the Higher Education Act of 1965 (20 U.S.C. § 1088). You can generally determine if a school is an Eligible Education Institution by searching for its Federal School Code (identification number for schools eligible for Title IV financial aid programs) at www.fafsa.ed.gov/FOTWebApp/FSLookupServlet.

Enabling Legislation: The law that established the Indiana Education Savings Authority and its Board. (Indiana Code Title 21, Article 9).

Enrollment Form: A participation agreement between an Account Owner and the Authority, establishing the obligations of each and prepared in accordance with the provisions of CollegeChoice CD.

Exchange Business Day: a trading day of the New York Stock Exchange.

FDIC: Federal Deposit Insurance Corporation.

Fees: Any fees, costs, expenses, and charges associated with CollegeChoice CD.

Financial Advisor: An entity or individual who provides fee-based services.

IRS: Internal Revenue Service.

Issue Date: The date a CollegeChoice CollegeSure CD, CollegeChoice InvestorSure CD or a CollegeChoice Fixed Rate CD, as applicable, is issued.

Management Agreement: An agreement between the Authority and the Bank, as the Program Manager, to provide CollegeChoice CD with administrative, Account servicing, marketing and promotion, and investment management services. The agreement between the Authority and the Bank is now effective and will terminate in 2016, or earlier as provided in the Management Agreement. The Management Agreement may be extended for up to an additional three (3) one-year terms in the sole discretion of the Authority.

Market Measure: The Market Measure for the CollegeChoice InvestorSure CD is the S&P 500.

Maturity Date: The date of maturity established for a CollegeChoice CollegeSure CD, CollegeChoice InvestorSure CD or CollegeChoice Fixed Rate CD, as applicable.

Maximum Account Balance: The maximum aggregate balance of all accounts for the same Beneficiary in Qualified Tuition Programs sponsored by the State of Indiana, as established by the Authority from time to time, which will limit the amount of contributions that may be made to accounts for any one Beneficiary, as required by Section 529 of the Code. The current Maximum Account Balance is \$298,770.

Member of the Family: An individual as defined in Section 529(e)(2) of the Code. Generally, this definition includes a Beneficiary's immediate family members. A Member of the Family means an individual who is related to the Beneficiary as follows:

- a son, daughter, stepson or stepdaughter, or a descendant of any such person;
- a brother, sister, stepbrother or stepsister;
- the father or mother, or an ancestor or either;
- a stepfather or stepmother;
- a son or daughter of a brother or sister;

- a brother or sister of the father or mother;
- a son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, or sister-in-law;
- the spouse of the Beneficiary or the spouse of any individual described above; or
- a first cousin of the Beneficiary

For purposes of determining who is a Member of the Family, a legally adopted child or a foster child of an individual is treated as the child of that individual by blood. The terms “brother” and “sister” include half brothers and half sisters.

Non-Qualified Distributions: A distribution from an Account that is not one of the following:

- A Qualified Distribution
- A distribution paid to a beneficiary of the Beneficiary (or the estate of the Beneficiary) on or after the death of the Beneficiary;
- A distribution by reason of the Disability of the Beneficiary;
- A distribution included in income because the Beneficiary received (i) a tax-free scholarship or fellowship; (ii) Veterans’ education assistance; (iii) Tuition Assistance; or (iv) any other nontaxable (tax-free) payments (other than gifts or inheritances) received as education assistance;
- A distribution by reason of the Beneficiary’s attendance at certain specified military academies;
- A distribution resulting from the use of Education Credits as allowed under federal income tax law; or
- A Rollover Distribution to another Qualified Tuition Program that is not sponsored by the State of Indiana in accordance with the Code, with appropriate documentation.

Plan: The CollegeChoice CD 529 Savings Plan.

Plan Officials: The State, the Indiana Education Savings Authority, the Board, any other agency of the State, the Program Manager (including its affiliates and agents), and any other counsel, advisor, or consultant retained by, or on behalf of, those entities and any employee, officer, official, or agent of those entities.

Program Manager: College Savings Bank has been engaged by the Authority to provide the Program Management Services, as an independent contractor, on behalf of CollegeChoice CD, the Trust, and the Trustee.

Qualified Distribution: A distribution from an Account that is used to pay Qualified Expenses of the Beneficiary.

Qualified Expenses: Qualified higher education expenses as defined in the Code and as may be further limited by CollegeChoice CD. Generally, these include the following:

- Tuition, fees and the costs of textbooks, supplies, and certain equipment required for the enrollment or attendance of a student at an Eligible Educational Institution;
- Certain costs of room and board of a student for any academic period during which the student is enrolled at least half-time at an Eligible Educational Institution; and
- Expenses for “special needs” services needed by a special needs Beneficiary that are necessary in connection with their enrollment or attendance at an Eligible Educational Institution.

Qualified Tuition Program or 529 plan: A qualified tuition program under Section 529 of the Code.

Rollover Distribution: A distribution resulting from a change of Beneficiary to another Beneficiary who is a Member of the Family, either within CollegeChoice CD or between Qualified Tuition Programs, or a rollover or transfer of assets between Qualified Tuition Programs for the same Beneficiary, provided another rollover or transfer for the same Beneficiary has not occurred in the previous twelve (12) months.

State: The State of Indiana.

Successor Account Owner: The person named in the Enrollment Form or otherwise in writing to CollegeChoice CD by the Account Owner, who may exercise the rights of the Account Owner under CollegeChoice CD if the Account Owner dies or is declared legally incompetent. The Successor Account Owner may be the Beneficiary if the Beneficiary is 18 years or older.

Trust: The CollegeChoice CD Savings Trust created by the Trust Declaration.

Trust Declaration: The Declaration of Trust establishing the Trust, dated effective November, 2010, and as may be amended from time to time by the Board.

Tuition: The charges assessed by an Eligible Educational Institution for enrollment at the institution including, but not limited to, all mandatory fees imposed as a condition of enrollment toward a degree.

Tuition Assistance: A benefit earned by certain individuals employed by Eligible Educational Institutions whereby family members who attend these Eligible Educational Institutions may receive partial or full waivers for payment of Qualified Expenses.

UGMA/UTMA: Uniform Gifts to Minors Act/Uniform Transfers to Minors Act.

Upside Payment: The Upside Payment is the investment return (if any) paid on each CollegeChoice InvestorSure CD at maturity as calculated in accordance with the terms and conditions specified in this Disclosure Statement.

Valuation Date: With respect to CollegeChoice InvestorSure CD, the Valuation Dates are the Exchange Business Days coinciding with 20 quarterly observations between the Issue Date and Maturity Date of the InvestorSure CD. If the exact day of the month is not an Exchange Business Day, the Valuation Date that month is the first preceding Exchange Business Day.

We, our, or us: The CollegeChoice CD 529 Savings Plan, the Authority (as Trustee of the Trust), the Board and the Program Manager.

REPRESENTATIONS, WARRANTIES, CERTIFICATIONS, AND ACKNOWLEDGEMENTS

Account Owner's Indemnity. As an Account Owner, I agree to and acknowledge the following indemnity: I am opening an Account in the Trust based upon my statements, agreements, representations, warranties, and covenants as set forth in the Disclosure Statement and the Enrollment Form.

I, through the Enrollment Form and the Trust Declaration, indemnify and hold harmless the Plan Officials from and against any and all loss, damage, liability, penalty, tax, or expense, including costs of reasonable attorneys' fees, which they incur by reason of, or in connection with, any misstatement or misrepresentation that is made by me or my Beneficiary, any breach by me of the acknowledgements, representations, or warranties in the Disclosure Statement and the Enrollment Form, or

any failure by me to fulfill any covenants or agreements in the Disclosure Statement, or the Enrollment Form.

Account Owner's Representations and

Acknowledgements. I, as Account Owner, represent and warrant to, and acknowledge and agree with, the Authority regarding the matters set forth in the Disclosure Statement and the Enrollment Form including that:

1. I have received, read, and understand the terms and conditions of the Disclosure Statement and Enrollment Form and any additional information provided to me by the Plan Officials with respect to the Trust or the Plan.
2. I certify that I am a natural person, at least 18 years of age, and a citizen or a resident of the United States of America, who resides in the United States of America or that I have the requisite authority to enter into this participation agreement and to open an Account on behalf of the Beneficiary. I also certify that the person named as Beneficiary of the Account is a citizen or a resident of the United States of America.
3. I understand that the Plan is intended to be used only to save for qualified higher education expenses.
4. I understand that any contributions credited to my Account will be deemed by the Plan Officials to have been received from me and that contributions by third parties may result in adverse tax or other consequences to me or those third parties.
5. If I am establishing an Account as a custodian for a minor under UGMA/UTMA, I understand and agree that I assume responsibility for any adverse consequences resulting from the establishment, maintenance, or termination of the Account.
6. If I am establishing an Account as a trustee for a trust, I represent that (i) the trustee is the Account Owner; (ii) the individual signing the Enrollment Form is duly authorized to act as trustee for the trust; (iii) the Disclosure Statement may not discuss tax consequences and other aspects of the Plan of particular relevance to the trust and individuals having an interest in the trust; and (iv) the trustee, for the benefit of the trust, has consulted with and relied on a professional advisor, as deemed appropriate by the trustee, before becoming an Account Owner.

7. I have been given an opportunity to ask questions and receive answers concerning the terms and conditions of CollegeChoice CD and the Disclosure Statement.
8. I understand that the Program Manager will deposit my contributions, as directed by the Trustee, into the FDIC-insured deposit accounts that I select.
9. In making my decision to open an Account and completing my Enrollment Form, I have not relied upon any representations or other information, whether written or oral, other than as set forth in the Disclosure Statement, and I have considered the availability of alternative education savings and investment programs, including other Qualified Tuition Programs.
10. I understand that I am solely responsible for determining which Qualified Tuition Program is best suited to my needs and objectives. I understand that the CD Options within CollegeChoice CD may not be suitable, and that CollegeChoice CD may not be suitable, for all investors as a means of saving and investing for higher education costs. I have determined that an investment in CollegeChoice CD is a suitable investment for me as a means of saving for the Qualified Expenses of the Beneficiary.
11. I have been given an opportunity to obtain any additional information needed to complete my Enrollment Form and/or verify the accuracy of any information I have furnished. I certify that all of the information that I provided in the Enrollment Form and any other documentation subsequently furnished in connection with the opening or maintenance of, or any withdrawals from, my Account is and shall be accurate and complete, and I agree to notify the Authority or the Program Manager promptly of any material changes in such information.
12. The value of my Account depends upon the applicable interest rate or the performance of the CD Option I select. I understand that if I withdraw funds from my Account prior to the maturity of the CD held through my Account, that I may incur an Early Withdrawal Penalty and the value of my Account may then be less than the amounts contributed to the Account. I understand that the value of the Account may not be adequate to fund actual Qualified Expenses.
13. I understand that although I own Trust interests in a CD Option, I am not a depositor of the Bank and have no rights of a depositor (other than rights to the benefit of FDIC insurance as provided in FDIC insurance rules and regulations). I further understand that I received no advice or investment recommendation from, or on behalf of, the Plan Officials.
14. I understand that neither the Trustee nor the State of Indiana guarantees the rate of return or interest on my Account, and none of the Plan Officials is liable for any loss incurred by me as a result of participating in CollegeChoice CD. The State of Indiana does not insure my Account, my contributions to the Trust, or any rate of return on the contributions.
15. I understand that the deposit account at CSB corresponding to my Account will be insured by the FDIC as if I were the depositor. I further understand that limitations apply to the amount of FDIC insurance applicable to my Account and that the FDIC does not guarantee interest that has not accrued.
16. I understand that if I am investing in the CollegeChoice InvestorSure CD Option, the Plan Officials do not guarantee any specific rate of interest, and offer no warranties, either expressed or implied, that the CollegeChoice InvestorSure CD will result in any Upside Payment. I further understand that the Plan Officials disclaim any liability for damages incurred by me as a result of the purchase of A CollegeChoice InvestorSure CD Option, including compensatory, punitive, indirect or consequential damages (including lost profits).
17. I understand that so long as the Program Manager serves as program manager to the Trust with respect to CollegeChoice CD, funds in my Account will be invested in CDs or a Savings Account.
18. After I make my initial contribution to a specific CD Option, I will be allowed to direct the further investment of that contribution, subject to any applicable Early Withdrawal Penalties, no more than one time per calendar year.
19. I cannot use my Account as collateral for any loan. I understand that any attempt to use my Account as collateral for a loan will be void. I also understand that the Trust will not lend any assets to my Beneficiary or to me.

20. I understand that the Program Manager has the right to provide a Financial Advisor identified by me to the Plan with access to financial and other information regarding my Account.
21. I understand that, unless otherwise provided in a written agreement between me and a Financial Advisor, or between me and the Authority or the Program Manager, no part of my participation in the Plan will be considered the provision of an investment advisory service.
22. Except as described in this Disclosure Statement, I will not assign or transfer any interest in my Account. I understand that, except as provided under Indiana law, any attempt to assign or transfer that interest is void.
23. I acknowledge that the Plan intends to qualify for favorable federal tax treatment under the Code. Because this qualification is vital to the Plan, the Authority may modify the Plan or amend this Disclosure Statement at any time if the Authority decides that the change is needed to meet the requirements of the Code or the regulations administered by the IRS pursuant to the Code, Indiana State law, or applicable rules or regulations adopted by the Authority or to ensure the proper administration of the Plan.
24. The Plan Officials, individually and collectively, do not guarantee that my Beneficiary will be accepted as a student by any institution of higher education or other institution of post-secondary education; if accepted, will be permitted to continue as a student; will be treated as a state resident of any state for Qualified Expense purposes; will graduate from any institution of higher education or other institution of post-secondary education; or will achieve any particular treatment under any applicable state or federal financial aid programs; or guarantee any rate of return or benefit for contributions made to my Account.
25. I understand that none of the Plan Officials has any duty to determine or advise me of the legal, investment, tax, or other consequences of my actions, of their actions in following my directions, or of their failing to act in the absence of my directions.
26. The Plan Officials, individually and collectively, are not: (i) liable for a failure of CollegeChoice CD to qualify or to remain a Qualified Tuition Program under the Code including any subsequent loss of favorable tax treatment under state or federal law; (ii) liable for any loss of funds contributed to my Account or for the denial to me or my Beneficiary of a perceived tax or other benefit under CollegeChoice CD, the Trust Declaration or the Enrollment Form; or (iii) liable for loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, acts of terrorism, strikes, or other conditions beyond their control.
27. My statements, representations, warranties, and covenants will survive the termination of my Account.

CollegeChoice CD 529 Savings Plan

c/o College Savings Bank

PO Box 3769

Princeton • NJ • 08543

phone: 1.888.913.2885 **fax:** 1.609.987.3760

email: questions@collegechoicecd.com

Documents and reports that are referenced in this disclosure statement are available upon request from the Bank.

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www.collegechoicecd.com

Additional information is available online including informative FAQs, and calculators aimed to help the college saver. Client Service Representatives are available Monday through Friday, to answer questions or assist with opening an Account.

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IMPORTANT DISCLOSURES ON THE FOLLOWING MATTERS ARE INCLUDED
AT THE LOCATIONS NOTED IN THE FOLLOWING TABLE:

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Contribution limitations and penalties.....	7
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For more information about CollegeChoice CD call **1.888.913.2885** or log on at: www.collegechoicecd.com.