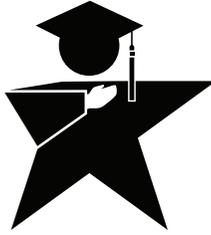


Please file this Supplement to the Texas Tuition Promise Fund Plan Description and Master Agreement with your records.

SUPPLEMENT DATED MAY 2016 TO UPDATE THE TEXAS TUITION PROMISE FUNDSM PLAN DESCRIPTION AND MASTER AGREEMENT DATED SEPTEMBER 2014 AS AMENDED JANUARY 2015

This supplement describes important revisions to the Texas Tuition Promise Fund Plan Description and Master Agreement resulting from changes in Section 529 of the Internal Revenue Code, which were enacted on December 18, 2015.

- 1. Refunds from schools can be recontributed.** Section 529 has been amended to allow the amount of any refund of any “qualified higher education expenses” from an “eligible educational institution”, (if, for example, your beneficiary withdrew from school and a portion of the tuition paid with 529 funds was refunded), to be recontributed to an account for that beneficiary within 60 days of the date of the institution’s refund being made without being subject to taxes and the additional 10% federal tax. This revision is effective for taxable years beginning after December 31, 2014. Please consult with your tax advisor for more information on the application of these changes to your personal taxes.
- 2. Aggregation Requirements.** Section 529 has been amended to eliminate the requirement to aggregate all qualified tuition program accounts having the same account owner and same beneficiary for purposes of calculating the earnings portion of a distribution that is included in a taxpayer’s income. Therefore, the third full paragraph on page 16 under the heading “Federal Taxation of Contributions to and Withdrawals from Section 529 Plans” is eliminated in its entirety.



TEXAS TUITION
PROMISE FUNDSM

A Prepaid Plan as Smart as You Are

Plan Description and Master Agreement

September 2014 (as amended January 2015)

Glenn Hegar, Texas Comptroller of Public Accounts
Chair, Texas Prepaid Higher Education Tuition Board
Austin, Texas

The Texas Tuition Promise FundSM (the “Plan”) is a Section 529 Plan administered by the Texas Prepaid Higher Education Tuition Board (the “Board”). The Board selected NorthStar Financial Services Group, LLC (“NorthStar”) as the Plan Manager and Northern Lights Distributors, LLC is the Plan Distributor. This Plan Description and the Master Agreement (including the Application) contain information that you should know before participating in the Plan, including information about fees, expenses and risks. Please read them carefully before purchasing a Contract and keep them for future reference.



Glenn Hegar
Texas Comptroller of Public Accounts

NorthStar 

TABLE OF CONTENTS

IMPORTANT PRIVACY INFORMATION—NorthStar.....	ii	Federal Gift Estate and Generation Skipping Transfer Taxes	17
STATE OF TEXAS PRIVACY NOTICES	iii	Taxation by Texas.....	17
PLAN DESCRIPTION	iii	Taxation by Other States	17
PLAN HIGHLIGHTS	iii	PLAN RISKS	18
PLAN DETAIL	1	SECURITIES LAW CONSIDERATIONS	20
THE PLAN AND THE BOARD	1	FEDERAL CREDITOR PROTECTION	20
MANAGEMENT OF THE PLAN	2	TEXAS AND OTHER STATE CREDITOR PROTECTION	20
STATE RESIDENCY REQUIREMENTS.....	2	MASTER AGREEMENT	21
ENROLLMENT PERIOD	2	Article I—Introduction	21
NEWBORN ENROLLMENT	2	Article II—Definitions	21
CONTRACT OWNERSHIP.....	3	Article III—Participation in the Plan	25
UGMA/UTMA CUSTODIAL CONTRACTS	5	Article IV—Contract Benefits	26
IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW CONTRACT	5	Article V—Payments	26
TUITION UNITS.....	6	Article VI—Redemption of Contract Benefits.....	28
ELIGIBLE COLLEGES AND UNIVERSITIES.....	6	Article VII—Termination, Expiration and Refunds.....	30
PRICING OF TUITION UNITS.....	8	A. Termination	30
PAYMENT OPTIONS	8	B. Expiration	31
CONTRACT CHANGES	9	C. Refunds	31
SOURCES OF CONTRIBUTIONS	10	Article VIII—Change of Beneficiary, Assignment, Transfers and Ownership	32
LIMITS ON PURCHASES	10	A. Change of Beneficiary	32
NO ASSIGNMENTS OR PLEDGES	11	B. Assignment.....	32
PLAN FEES.....	11	C. Transfers.....	32
ELIGIBLE EXPENSES UNDER YOUR CONTRACT	11	D. Ownership	33
USE OF BENEFITS	12	Article IX—Fees	33
USE OF BENEFITS AT OUT-OF-STATE, CAREER OR TEXAS PRIVATE SCHOOLS (TRANSFER VALUE)	12	Article X—Tax Issues	33
ROLLOVER WITHDRAWALS (TRANSFER TO ANOTHER 529 PLAN).....	12	Article XI—Accuracy of Information.....	33
REFUNDS	12	Article XII—Miscellaneous Provisions	33
TUITION UNIT REDEMPTIONS.....	14	Article XIII—Complaint and Dispute Resolution	34
NON-QUALIFIED WITHDRAWALS.....	15		
TEXAS SAVE AND MATCH PROGRAM	15		
REPORTS TO PURCHASERS	15		
TAXES	15		
Tax Treatment of Contributions and Withdrawals	15		
Federal Taxation of Contributions to and Withdrawals from Section 529 Plans	15		
Federal Taxation of Rollovers.....	16		
Federal Taxation of Rollovers from Coverdell ESAs ...	16		
Federal Taxation of Rollovers from Series EE and Series I Bonds	17		
American Opportunity and Lifetime Learning Tax Credits	17		
Coordination of Benefits	17		

IMPORTANT PRIVACY INFORMATION

As a Purchaser of a Contract to buy Tuition Units in the Texas Tuition Promise FundSM (the “Plan”), you are entitled to know how NorthStar Financial Services Group, LLC (“NorthStar”) and its affiliates (“We”) protect your personal information and how we limit its disclosure.

Information Sources

We obtain nonpublic personal information about our Purchasers and Beneficiaries from the following sources:

- Applications or other forms
- When you create a user ID and password for online account access
- Your transactions with us, our affiliates or others
- A software program on the Plan’s website, often referred to as a “cookie,” that indicates which parts of our site you have visited
- When you set up challenge questions to reset your password online

If you visit www.texastuitionpromisefund.com and do not log on to the secure account information areas, we do not obtain any personal information about you. When you do log on to a secure area, we do obtain your user ID and password to identify you. We also use this information to provide you with products and services you have requested and to assist you in other ways.

We do not collect personal information through the Plan’s website or on the Application unless you willingly provide it to us, either directly by email or in those areas of the website that request information. In order to update your personal information (including your mailing address, email address or telephone number), you must first log on and visit the “Select an Account” section and select the “Maintain Profile” menu.

If you have set your browser to warn you before accepting cookies, you will receive the warning message with each cookie. You can refuse cookies by turning them off in your browser; however, doing so may limit your access to certain sections of the Plan’s website.

We use cookies to help us improve and manage the Plan’s website. For example, cookies help us recognize new versus repeat visitors to the site, track the pages visited, and enable some special features on the website. This data helps us provide a better service for the Plan’s website visitors.

Use of Information

NorthStar may use your personal information for everyday business purposes, such as to process your transactions, maintain your account(s), provide you services and to respond to court orders and legal investigations.

Protection of Information

We do not disclose nonpublic personal information about current or former Purchasers and designated Beneficiaries to anyone, except as required or permitted by law.

Right of Refusal

We will not disclose your personal information to unaffiliated third parties (except as permitted by law), unless you give express written consent to such disclosure.

Internet Security and Encryption

In general, the email services provided by the Plan’s website are encrypted and provide a secure and private means of communication with us. To protect your own privacy, confidential and/or personal information such as Social Security and account numbers should only be communicated via email when you are advised that you are using a secure website.

As a security measure, we do not include personal or Contract information in non-secure emails, and we advise you not to send such information to us in non-secure emails. Instead, you may take advantage of the secure features of the Plan’s website to encrypt your email correspondence. To do this, you will need to use a browser that supports Secure Sockets Layer (SSL) protocol.

We do not guarantee or warrant that any part of the Plan’s website, including files available for download, is free of viruses or other harmful code. It is your responsibility to take appropriate precautions, such as use of an antivirus software package, to protect your computer hardware and software.

- All transactions are secured by SSL and 128-bit encryption. SSL is used to establish a secure connection between your personal computer and the Plan server. It transmits information in an encrypted and scrambled format.
- You can exit the secure area by closing your browser, or for added security, you can use the log out button before you close your browser.

Other Security Measures

We maintain physical, electronic and procedural safeguards designed to protect your personal account information. Our employees and agents have access to that information only so they may offer you Texas sponsored 529 products or provide you services, for example, when responding to your account questions.

How You Can Help

You can also do your part to keep your account information private and to prevent unauthorized transactions. If you obtain a password for your account, do not allow it to be used by anyone else. Also, take special precautions when accessing your account on a computer used by others.

Who We Are

This notice describes the Privacy Policy of NorthStar and Northern Lights Distributors, LLC as the Plan Manager and Distributor, respectively, of the Plan. This notice was last updated on September 1, 2014. In the event it is updated or changed, we will post an updated notice on the Plan's website. If you have any questions about this Privacy Policy, write to us at 17605 Wright Street, Omaha, Nebraska 68130; email us by clicking on the "Contact Us" section of the Plan's website at www.texastuitionpromisefund.com; or call us at 800.445.GRAD (4723), option #5.

STATE OF TEXAS PRIVACY NOTICES

Federal Privacy Act Notice: Disclosure of your Social Security number on the Application is required and authorized under law, for the purpose of tax administration and identification of any individual affected by applicable law. 42 U.S.C. §405(c)(2)(C)(i); Internal Revenue Code of 1986, Sections 529(d) and 6109(a), and Tex. Educ. Code §54.772.

Texas Privacy Notice: Under Chapter 559, Texas Gov't Code, you are entitled to review, request, and correct information we have on file about you, with limited exceptions in accordance with Chapter 552, Texas Government Code. To request information for review or to request error correction, contact us at 17605 Wright Street, Omaha, Nebraska 68130 or toll-free at 800.445.GRAD (4723), option #5.

COMMENTS OR COMPLAINTS

Comments or complaints may be forwarded to the Prepaid Higher Education Tuition Program, Office of the Comptroller of Public Accounts at P.O. Box 13407, Austin, Texas 78711-3407, or by calling 1.512.936.2064.

PLAN DESCRIPTION

PLAN HIGHLIGHTS

These plan highlights only summarize features of the Plan. More detailed information about the Plan, including how to establish a Contract, fees and expenses, risks, and tax consequences, is described in the pages that follow. Please read this entire Plan Description and the Master Agreement carefully before purchasing a Contract and keep them for future reference. Terms not otherwise defined in the Plan Description have the meanings set forth in the Master Agreement found on page 21.

Plan Overview

- The Texas Tuition Promise Fund (the "Plan") is designed to help families and individuals prepay for all or some future tuition and school-wide required fees at any two- or four-year Texas public college or university. Account holders purchase Tuition Units, which represent a fixed amount of undergraduate resident tuition and required fees charged by Texas public colleges and universities. The number of units needed varies depending on the school and type of units redeemed, but generally 100 units represent 30 semester credit hours, which is considered to be one academic year, at the school that most closely matches the pricing base.
- The Plan is intended to meet the qualifications of a qualified tuition program under Section 529 of the Internal Revenue Code of 1986 as amended ("Section 529").
- Tuition Units cannot be used for graduate school. Tuition Units may only be applied to the costs of undergraduate tuition and school-wide required fees.

Plan Administrator

(See page 1 for details)

- The Texas Prepaid Higher Education Tuition Board administers the Plan.

Plan Manager

(See page 2 for details)

- NorthStar Financial Services Group, LLC ("Plan Manager" or "NorthStar") is responsible for the day-to-day operation and marketing of the Plan.

Eligible Contract Ownership

(See page 2 for details)

- The Purchaser must be a Texas resident, or the child of a parent who is both the Purchaser and a Texas Resident.
- The Purchaser is the owner of the Contract and has control over how and when Tuition Units are used.

Age Limits

(See pages 2 and 12 for details)

- The Purchaser must be at least 18 years of age.
- There is no age limit for the Beneficiary, except that all Contract benefits must be used within 10 years of the Beneficiary's projected date of high school graduation, excluding any periods of active duty service in the United States Armed Forces.

Beneficiary

(See page 4 for details)

- Does not need to be a Texas resident if a parent is both a Texas resident and the Purchaser.
- Can be changed to a "Member of the family" of the existing Beneficiary, as defined by Section 529, prior to Contract expiration or termination.
- Any new Beneficiary must be a Texas resident or the child of a parent who is both a Texas resident and the Purchaser on the date the designation is changed.

Member of the Family

(See page 4 for details)

- Means a relative of the Beneficiary as defined by Section 529.

Tuition Unit Types

(See page 6 for details)

- The Plan offers three Tuition Unit types and each type of Tuition Unit is based on a different cost of undergraduate tuition and school-wide required fees at designated institutions of higher education within the state of Texas.

Redemption of Tuition Units

(See page 14 for details)

- Tuition Units may be used to pay for undergraduate tuition and school-wide required fees only. Tuition Units may not be used to pay for other college expenses, such as dormitory, living expenses, books, course-specific fees, or other optional fees.
- The number of Tuition Units required for a Texas public two- or four-year college or university depends on the type of Tuition Unit redeemed and the tuition and school-wide required fees of the Texas public college or university the Beneficiary attends.

Minimum Purchase Amounts

(See page 26 for details)

In addition to the non-refundable Application fee:

- For Pay-As-You-Go, a Purchaser must purchase at least one Tuition Unit of any Tuition Unit Type.
- For Lump sum or Installment options, a Purchaser must purchase at least 25 Type I or 50 Type II or 50 Type III Tuition Units.
- For subsequent payments for a Pay-As-You-Go account, the minimum payment amount is \$15.

Maximum Program Limits

(See page 10 for details)

- Prepaid Unit Maximum Amount. The maximum purchase for any Tuition Unit type is equal to the dollar amount of 600 Type I units.
- Maximum Texas Program Limit. There is a \$370,000 cap for total contributions in all Texas prepaid and college savings plans for one Beneficiary.

Requirements to Use Benefits

(See page 12 for details)

- There is a Three-Year Holding Period before Tuition Units can be redeemed.
- Tuition Units must be Paid-in-full prior to redemption.
- A Beneficiary has up to 10 years after his/her projected date of high school graduation to use all Tuition Units under the Plan, otherwise his/her Contract will be automatically canceled. Any years spent by the Beneficiary on active duty in U.S. military service tolls the 10-year anniversary period.

Payment Options

There is a one-time nonrefundable Application fee for all payment options.

(See page 8 for details)

- Pay-As-You-Go Option—Purchase as many or as few Tuition Units as you like on a schedule that you choose. Note, Tuition Units purchased using the Pay-As-You-Go option can cost more in the future, because Tuition Unit prices are adjusted annually.
- Lump Sum Option—Purchase a block of 25 or more Tuition Units at the price in effect at the time of payment.
- Installment Plan Option¹—Purchase of a specific number of Tuition Units in monthly or annual installments at the price in effect, including the charge of an interest component, at the time the Purchaser establishes the installment plan. Installment plans are available for 5 or 10 years, or they may be calculated based on the number of years until the Beneficiary's projected high school graduation date.

Fees and Expenses

(See page 11 for details)

- There is a one-time, non-refundable Application fee (currently \$25) to enroll in the Plan. This administrative fee is charged only once per unique Purchaser/Beneficiary combination.
- There may also be fees for late payments, returned payments, wire transfers, overnight deliveries and other special requests.

Federal Tax Treatment

(See pages 15 and 16 for details)

- Plan benefit payments are federal income tax free when used to pay tuition and school-wide required fees.
- Federal income tax is generally not imposed on any earnings portion of qualified distributions.
- Contributions are generally considered “completed gifts” for gift tax purposes and qualify for the \$14,000 annual exclusion per Beneficiary.
- Contributors can elect to front-load their annual exclusion by contributing up to \$70,000 at once (using a special five-year proration period and assuming no other gifts have been made by the giftor to the Beneficiary), without incurring a federal gift tax, subject to certain proration and gift tax reporting requirements.

State Tax Treatment

(See page 18 for details)

- Texas does not impose a state income tax on individuals.
- State tax treatment varies from state-to-state.

Risks and Other Considerations

(See page 18 for details)

- Federal and state tax laws may change.
- There is risk associated with purchasing a Contract in the Plan, including Plan termination and decreased Refund, Reduced Refund, or Transfer Values. Furthermore, Tuition Units may not cover the entire amount of tuition and school-wide required fees at the Beneficiary’s chosen school if it is above the Weighted Average for Type II or III Tuition Units at redemption, if the Beneficiary’s chosen school charges fees that are not school-wide required fees such as lab, advisor, or fees related to year or major, if the Beneficiary takes more than 15 hours per semester, or if the Beneficiary uses Tuition Units to attend an eligible career school or Texas private or out-of-state school, or if the Beneficiary attends a public junior college and is obligated to pay non-resident rates.
- Tuition Unit sales prices will be subject to change annually for each new Sales period.
- Fees may be changed periodically by the Board.
- The Weighted Average cost of tuition and school-wide required fees may change annually. Sales prices are subject to change annually based on tuition and required fees for upcoming enrollment periods as reported to the Board by Texas public colleges and universities.
- Purchases of Contracts may affect the eligibility of the Purchaser or the Beneficiary for federal, state or institutional benefits (e.g. financial aid and Medicaid). The Plan is not considered an asset for Texas state-funded financial aid.

¹ The total price for Tuition Units under an installment plan is higher than if you were to purchase all the Tuition Units at the beginning of your enrollment using a Lump sum option, and may be higher than the Pay-As-You-Go option. Unlike the Lump sum option or Pay-As-You-Go option, an installment plan option includes an interest component in the sales price to reflect the fact that you are able to lock in the price of all your Tuition Units when you enroll in the Contract and pay the amount due under the Contract over an extended time period.

- Earnings may be paid with a refund only if the Board determines that such payment will not adversely affect the actuarial soundness of the Plan to pay the costs of Plan administration and operations and to meet the obligations of the Plan.
- If a refund is requested, the amount of a refund will be valued based on the Plan's adjusted net investment earnings (gains or losses) and the length of time the Tuition Units have been held by the Purchaser. A refund can be less than the contributions made if there have been periods of negative returns on the Plan's investments.
- If the Plan becomes financially infeasible, the Board may suspend new enrollment in the Plan or the Plan may be modified or terminated.

Contact Information

Texas Tuition Promise Fund
P.O. Box 44305
Jacksonville, FL 32231-4305

PLAN DETAIL

The Contracts are not deposits or other obligations of any depository institution. Neither a Contract nor any return paid in the event of a refund is insured or guaranteed by the Federal Deposit Insurance Corporation (the “FDIC”) or any other state or federal governmental agency, the state of Texas, the Texas Prepaid Higher Education Tuition Board, any other state or federal governmental agency or NorthStar Financial Services Group, LLC, its affiliates or subcontractors. The Contracts have not been registered with the U.S. Securities and Exchange Commission or with any state.

Information Subject to Change

The information contained in this Plan Description is believed to be accurate as of the date published and is subject to change without notice. No one is authorized to provide information that is different from the information contained in this Plan Description. In the event of any irreconcilable conflicts between this Plan Description and the Internal Revenue Code of 1986, as amended (the “Code”), the Texas Education Code, the Texas Administrative Code, and the Master Agreement, the Code, the Texas Education Code, the Texas Administrative Code and the Master Agreement control over this Plan Description.

Consider Residency in Purchase Decision

Residents of states other than Texas should consider before purchasing a Contract in the Plan, whether their home state, or the Beneficiary’s home state, offers a Section 529 Plan which provides its residents with favorable state tax treatment or other benefits that may only be available through the home state’s Section 529 Plan, and which are not available through the purchase of a Contract in this Plan. This Plan Description does not address any state-based benefits, except for the state-based benefits for Texas residents. State-based benefits offered with respect to a particular Section 529 Plan should be one of many appropriately weighted factors considered in making a decision to purchase a Contract in the Plan. You should consult with your financial, tax or other advisor to learn more about how state-based benefits (including any limitations) would apply to your specific circumstances. You also may wish to contact your home state or other Section 529 Plans to learn more about the features, benefits and limitations of other state’s Section 529 Plans.

Plan Features

- The Plan permits a Purchaser to lock in the cost of future college tuition and school-wide required fees at Texas public institutions of higher education based on current prices. If your Beneficiary attends a career school, Texas private college, or any eligible out-of-state college, where the tuition and required fees are not locked in, you can apply the Transfer Value towards the cost of tuition and required fees. Transfer Value is limited to the lesser of (1) the costs the Tuition Unit would cover at a public

in-state college or university or (2) the original purchase price of the Tuition Unit plus or minus the Plan’s net investment earnings or losses on that amount.

- The Plan is flexible. You can choose from three different Tuition Unit types, and decide whether to pay for Tuition Units under an installment plan, Lump sum, or Pay-As-You-Go payment option. You can change your Tuition Unit types and/or payment options in the future if the Beneficiary’s needs or your financial situation change. You can also change the Beneficiary if the new Beneficiary is a Member of the family of the existing Beneficiary, as defined under Section 529, and if the new Beneficiary also qualifies for enrollment in the Plan. (See page 4 of this document for information related to change of Beneficiary.)
- Tuition Units can only be used to pay for undergraduate tuition and school-wide required fees. Tuition Units cannot be redeemed for other types of qualified higher education expenses, such as room and board, textbooks, supplies and certain equipment and special needs services required for attendance. Tuition Units do not pay for required fees that are not school-wide required fees. Depending on the school, Beneficiaries may be required to pay fees that are not school-wide required fees and are not covered by the Plan, such as lab, advisor, fees related to their year or major, course specific fees, or costs associated with dropped classes. The amount of tuition and school-wide required fees for which a Tuition Unit will pay depends on the type of Tuition Unit redeemed and the undergraduate school chosen.
- Refunds are available if the Beneficiary chooses not to attend college, receives a scholarship, dies, becomes disabled, or if the Contract is otherwise terminated or cancelled. See page 7 for information on how refunds are calculated.

THE PLAN AND THE BOARD

The Plan

The Plan is established by the state of Texas and is administered by the Texas Prepaid Higher Education Tuition Board (the “Board”). The Board was created by the Texas Legislature in 1995 and administers the state’s four higher education savings programs—the Plan, the Texas Guaranteed Tuition Plan (a prepaid tuition plan also known as the Texas Tomorrow FundSM that is closed to new enrollment), the Texas College Savings PlanSM (a direct-sold 529 college savings plan), and the LoneStar 529 PlanSM (an advisor-sold 529 college savings plan). These programs are authorized pursuant to the Texas Education Code, Chapter 54, Subchapters F, G and H. The programs are intended to qualify as Section 529 Plans.

The Board

By Texas law, the Board is comprised of seven members. The Comptroller of Public Accounts is the Board's presiding officer. The Governor appoints two Board members, and the Lieutenant Governor appoints four, two of which come from persons recommended by the Speaker of the Texas House of Representatives. Board members must have knowledge, skill, and experience in higher education, business, or finance. The Board is in the office of the Comptroller, and Comptroller employees serve as the Board's staff.

The Board's mission is to assist Texas families by providing a means to save sufficient funds for higher education.

MANAGEMENT OF THE PLAN**The Board's Management of the Plan**

The Board, which serves as trustee of the Plan's assets, appoints one or more Plan Managers, and adopts rules and regulations to implement and administer the Plan. The Comptroller holds plan assets in trust. The Board reviews the Plan's actuarial soundness at least annually. If necessary to ensure actuarial soundness, the Board may temporarily suspend new enrollments, limit earnings paid with certain refunds, or adjust prepaid tuition contract terms. The financial statements of the Plan are audited each year by an independent certified public accounting firm. The Plan began operation in September 2008.

Investment Policy

The Board adopted an Investment Policy Statement ("Investment Policy") for the Plan that is carried out by the Board, Plan Manager and Investment Consultant. Your payments are pooled with those of other Purchasers and invested with a goal of maintaining the actuarial soundness of the Plan.

Investment Consultant

An Investment Consultant assists the Board in the development of sound and consistent investment guidelines and monitoring asset allocation and investment performance of the Plan.

Administrative Services

The Plan Manager provides administrative and recordkeeping services for the Plan.

Operation of the Plan

The Plan is not an investment or savings account. It is structured as a trust fund that pools your payments and invests them in accordance with the Plan's Investment Policy. The investment earnings generated on these investments are intended to make up the difference between your payments and expected future tuition costs. In accordance with Texas Education Code, Chapter 54, Subchapter G, Section 54.754, Texas public colleges and universities must accept the amount transferred to them by the Plan as payment for all or the

applicable portion of the Beneficiary's tuition and required fees for the number and type of Tuition Units redeemed even if the amount paid is less than the actual cost. Payments you make are deposited into the Plan's operating account. The Board uses the funds in this account to purchase investments, cover the Plan's operating costs, make benefit distributions to colleges and universities and make refunds to Purchasers. Separate accounting records are kept for each Purchaser. These records track billings and payments, fees charged and paid, and benefits or refunds paid as it relates to each Contract.

STATE RESIDENCY REQUIREMENTS

Any U.S. citizen or legal resident 18 years of age or older can open an account, as long as the Beneficiary is a Texas resident. If the Beneficiary is not a Texas resident, a parent must be the Purchaser and a resident of Texas. Charities that award scholarships and other U.S. entities may also open an account. State Residency requirements must be met at the time the Purchaser enters into a contract and at any time the Beneficiary is changed.

ENROLLMENT PERIOD

Each year the Board sets an annual open Enrollment Period that typically begins on September 1 and ends on the last day of February of the following year. The first payment is due by May 1 after the Enrollment Period ends, except in cases where a Contract is purchased for a newborn Beneficiary. The Enrollment Period for Newborns is extended through July 31. See "Newborn Enrollment" for more details.

NEWBORN ENROLLMENT

Newborn infants under one year of age at the time of enrollment ("Newborns") are eligible for enrollment through July 31 of each year. A Newborn is eligible for the sales prices offered during the most recent Enrollment Period (even if that Enrollment Period is closed to others) if the Plan Manager receives a completed Application in Good Order by July 31.

Contracts for newborns received after July 31 of each year will not be processed. Scholarship organizations described in Code Section 501(c)(3) and exempt from taxation under Code Section 501(a) ("Nonprofit Scholarship Organizations") and government entities are also eligible for enrollment through July 31 of each year.

The terms and features of the Plan described herein may change in subsequent Enrollment Periods. Although the Board currently anticipates annual Enrollment Periods, no representation is made or assurance given that there will be additional Enrollment Periods, or that Enrollment Periods will take place annually. The Board may limit the number of Contracts or Tuition Units that may be purchased in any given Enrollment Period, although there are currently no plans for any such limits. If the Board limits the purchase of Contracts or Tuition Units, such a limit may restrict or prohibit the purchase of additional Tuition Units under a Pay-As-You-Go plan.

CONTRACT OWNERSHIP

A valid Contract is created when a Purchaser submits an Application in Good Order to the Plan Manager, which includes a certification indicating that the Purchaser has agreed to the terms of the Master Agreement and the then-current Pricing Schedule. The Contract creates an obligation for the Plan to pay benefits according to the terms of the Contract.

The Purchaser is considered the owner of the Contract and makes Contract decisions. There is only one Purchaser for tax reporting and administrative purposes. Only the Purchaser can make decisions regarding the Contract such as choosing the type of Tuition Units and payment method, changing the Beneficiary, cancelling a Contract, requesting a refund, or deciding when and how Tuition Units are used. In addition, only the Purchaser may direct transfers and rollovers.

Ownership of Contributions

Even though any individual or entity may make contributions to a Contract, only the Purchaser will receive confirmation of Contract transactions. Individuals or entities other than the Purchaser that contribute funds to a Contract will have no subsequent control over their contribution. Only the Purchaser may direct transfers, rollovers, withdrawals, voluntary downgrades, and other changes. There is an exception for any matching contributions provided by or through the state of Texas under the Texas Save and Match Program's Texas Match the Promise FoundationSM. If a Beneficiary receives state procured matching contributions and the Purchaser later cancels the Contract, any refunds, transfers, or rollovers will not include any state procured matching contributions or earnings on state procured contributions.

Successor Purchaser

A Purchaser may designate a Successor Purchaser who will have the right of survivorship or otherwise assume the Purchaser's rights and responsibilities under the Contract, in the event the Purchaser dies. The Purchaser may designate a Successor Purchaser on the Application. A Purchaser may add or update a Successor Purchaser designation by completing the appropriate form, which is available online at www.texastuitionpromisefund.com. If the original Purchaser dies, the Successor Purchaser becomes the Purchaser upon submission of a Change of Purchaser Form in Good Order to the Plan Manager, including the submission of a death certificate. If a Purchaser did not complete the Successor Purchaser information, ownership of the Contract will pass according to the terms of the Purchaser's will following probate. If the Purchaser does not provide Successor Purchaser information on the Application and does not make any provision in his or her will, ownership will pass by operation of law. The Purchaser has sole responsibility to maintain up-to-date information on the Successor Purchaser. Transfer of the Contract to a Successor Purchaser under these

circumstances may require probate or administration actions. The Purchaser can submit an Account Maintenance form to add or change a Successor Purchaser after enrollment.

Voluntary Transfer of Ownership

Under Texas law, a Purchaser may not sell the Contract. The original Purchaser may transfer ownership of or rights under the Contract to another person to act as Purchaser only if such transfer does not involve financial consideration or gain to the Purchaser, is not otherwise prohibited by state or federal law or regulation, and is specifically requested in writing by the Purchaser. Because there may be tax consequences associated with a transfer of ownership, you should consult with a qualified tax advisor concerning the potential income, gift and estate tax consequences before transferring ownership. To transfer ownership, a Purchaser must complete a Change of Purchaser Form available on the Plan's website at www.texastuitionpromisefund.com.

Involuntary Transfer of Ownership

The Plan may change the Purchaser of the Contract if a valid divorce decree or valid order modifying a divorce decree that awards ownership of the Contract to another person is presented to the Plan Manager. Generally, under Texas law, a Contract is an asset of the marital estate rather than the child's estate unless the Contract was purchased by a trust, guardianship, or UGMA/UTMA funds. Generally, a divorce decree that awards 'control' over a contract is insufficient to transfer ownership of the contract. In such an event, a Purchaser of a Contract should consult their attorney.

Purchaser/Beneficiary

Each Contract can have only one Purchaser and one Beneficiary at any time. However, there may be multiple Contracts for the same Beneficiary opened by the same or different Purchasers, subject to the Maximum Texas Program Limit (presently, \$370,000 as may be amended from time to time) and the Prepaid Tuition Unit Maximum Amount (presently, the value of 600 Type I Tuition Units as may be amended from time to time). A Purchaser may open as many Contracts for as many different Beneficiaries as he or she wishes subject to the Prepaid Tuition Unit Maximum Amount and the Maximum Texas Program Limit. See page 8 for details. A Beneficiary can also be the Purchaser, so long as the Beneficiary is age 18 or older at the time of entering into the Contract and meets the residency requirements. The Beneficiary need not be related to the Purchaser. The Beneficiary must be designated at the time the Contract is opened, but can be changed as described under “Changing the Beneficiary of Your Contract” below.

Note: A Beneficiary does not have to be named when the Purchaser is a state or local government (or agency or instrumentality thereof) or a Nonprofit Scholarship Organization as part of a scholarship program operated by such government or organization.

Changing the Beneficiary of Your Contract

With the exception of Contracts owned by UGMA/UTMA custodian Purchasers through UGMA/UTMA custodial accounts, Purchasers may change the Beneficiary of a Contract upon submission to the Plan Manager of a Change of Beneficiary Form in Good Order. Under Texas law, the new Beneficiary must be a Texas resident or the child of a parent who is both a Texas resident and the Purchaser on the date the designation is changed. In accordance with Section 529, the new Beneficiary must also be a “Member of the family” of the existing Beneficiary, to prevent the change of Beneficiary from being treated as a distribution under federal tax law. See “UGMA/UTMA Custodial Contracts” below for special restrictions applicable to Contracts held by UGMA/UTMA Custodians.

Member of the family

For purposes of changing the Beneficiary, “Member of the family” means that term as defined in Section 529. This definition includes the Designated Beneficiary’s spouse and the following relatives of the Beneficiary:

- A child or a descendant of a child
- A brother, sister, stepbrother, or stepsister
- The father or mother, or an ancestor of 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 any individual listed above
- Any first cousin

For purposes of this definition, a legally adopted child of an individual shall be treated as the child of such individual by blood and a half-brother or half-sister is treated as a brother or sister.

There are no fees for a change of Beneficiary and there are no penalties associated with a change of Beneficiary provided the change is in compliance with Section 529. However, a change of Beneficiary might have significant gift tax or generation-skipping-transfer tax consequences for Purchaser or the original Beneficiary. You should consult with a tax advisor prior to changing the Beneficiary of your Contract. Please see “Taxes” below for a more detailed discussion.

Changing the Beneficiary to a Non-Family Member

Under Section 529 a new Beneficiary must be a Member of the family of the existing Beneficiary to prevent the change of Beneficiary from being treated as a taxable distribution under federal tax law. There would be adverse federal income tax consequences if you attempted to change the Beneficiary to someone who is not a Member of the family of the existing Beneficiary. If you still want to use contributions in your Contract for a new Beneficiary who is not a Member of the family of the existing Beneficiary, you could make a non-qualified withdrawal (which would be subject to federal income taxation on any earnings, as well as an additional 10% federal penalty on such earnings withdrawn, unless an exception applies) and use the funds to purchase a new Contract for the new Beneficiary (which may also be treated for federal gift tax purposes as a new gift of the entire amount transferred). You should consult your tax advisor before taking such actions.

Contract Adjustments for Change of Beneficiary

For Installment Contracts, if you change the person designated as the Beneficiary of your Contract to a person who is older or younger than the existing Beneficiary, your monthly installment plan payments will be recalculated. As a result, monthly or annual installment payments may be lower or higher based on the new Beneficiary’s expected date of high school graduation.

UGMA/UTMA CUSTODIAL CONTRACTS

Contracts Purchased by UGMA/UTMA custodians. A Purchaser who is the custodian of an account established or being opened under a state's UGMA or UTMA laws may be able to purchase a Contract in his or her custodial capacity, depending on the applicable state law. A custodian using UGMA/UTMA funds to purchase a Contract must submit the UGMA/UTMA Form along with the Application. The Board and Plan Manager will not be liable for any consequences related to a custodian's improper use, transfer or characterization of custodial funds. UGMA/UTMA custodians must purchase a Contract in their custodial capacity separate from any Contracts they may hold in their individual capacity in order to use UGMA/UTMA funds to purchase a Contract. Because the Beneficiary of a Contract under the UGMA/UTMA is the owner of the Contract under UGMA/UTMA laws, any tax consequences from the use or refund of a Contract will be imposed on the Beneficiary, and not the UGMA/UTMA custodian Purchaser (who is considered the owner of the Contract by the laws governing the Plan). Also, when the Plan Manager is notified that the Beneficiary reaches the age of majority under UGMA/UTMA laws, he or she will become the sole Purchaser with complete control over the Contract.

All UGMA/UTMA Contracts are treated by the Plan as subject to the UGMA/UTMA. Moreover, because only checks, money orders or ACH transfers may be used to purchase a Contract, if non-cash assets are held by an UGMA/UTMA account and are needed for purchases of Tuition Units under the Plan, the non-cash assets will have to be liquidated, resulting in potential adverse tax consequences to the Beneficiary. Please consult a tax professional to determine whether and how to transfer assets of an existing UGMA/UTMA account, and what the implications of such a transfer may be for your specific situation.

Restrictions on Changing the Beneficiary of UGMA/UTMA Contracts

Contracts purchased by UGMA/UTMA custodians involve additional restrictions that do not apply to Contracts purchased by other types of Purchasers. Generally, these include:

- The UGMA/UTMA custodian will be permitted to redeem Tuition Units and apply for refunds only for the benefit of the Beneficiary in accordance with the rules under the applicable UGMA/UTMA and the Plan;
- The UGMA/UTMA custodian will not be able to change the Beneficiary during the term of the custodianship;
- The UGMA/UTMA custodian will not be able to change the Purchaser to anyone other than a successor custodian for the benefit of the same Beneficiary during the term of the custodianship under UGMA/UTMA; and
- It is the custodian's or the Beneficiary's responsibility to notify the Plan when the custodianship terminates and

the Beneficiary is legally entitled to take control of the Contract. At that time the Beneficiary will become the Purchaser and will become subject to the provisions of the Plan applicable to non-UGMA/UTMA Purchasers. Custodians or Beneficiaries will need to complete any required forms to document the termination of the custodianship.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW CONTRACT

Establishment of a Contract is subject to acceptance by the Plan Manager, including the verification of a Purchaser's identity and other information in compliance with the applicable requirements of the USA PATRIOT Act and other law. The Application includes the Purchaser's name, street address, Social Security number and other identification information. Applicable law requires completion of this information before a Contract is opened, and the Purchaser may also be requested to provide other identification documents. In addition, the Plan may confirm a Purchaser's identity through the use of identity verification reports provided by consumer reporting agencies. A Purchaser's personal information will be treated confidentially. If a Purchaser fails to provide the required information or provides inaccurate information, this may lead to a delay in the processing of the Application or possible rejection of the Application. If the Plan cannot complete the identification process, the Plan Manager may take certain actions regarding the Contract without prior notice to the Purchaser, including among others, rejecting contributions and withdrawal and transfer requests, suspending Contract services, or cancelling the Contract. The risk of market loss, tax implications, and any other expenses, as a result of the aforementioned actions will be solely the Purchaser's responsibility.

TUITION UNITS

The Plan offers three types of Tuition Units:

- Type I
- Type II
- Type III

Texas may in the future change the types of Tuition Units offered by the Plan, or cease offering one or more of the types of Tuition Units offered by the Plan.

Tuition Unit sales prices are set by the Board prior to the beginning of each annual Sales period. Sales prices are based on the actual cost of tuition and school-wide required fees for each upcoming academic year as submitted to the Board by Texas public colleges and universities.

The assigned value of a **Type I Tuition Unit** is 1% of the cost of the undergraduate resident tuition and school-wide required fees for the applicable academic year consisting of 30 semester credit hours with an assumed 15 hours per semester charged by the General academic teaching institution (four-year public college or university) in Texas with the highest tuition and school-wide required fee cost for that academic year. All other public colleges in Texas will require less than 100 Type I Units for an academic year consisting of 30 semester hours.

The assigned value of a **Type II Tuition Unit** is 1% of the Weighted Average cost of undergraduate resident tuition and school-wide required fees for the applicable academic year consisting of 30 semester credit hours with an assumed 15 hours per semester charged by General academic teaching institutions (four-year public colleges and universities) in Texas. Type II Tuition Units can be used at the same four-year Texas public colleges and universities as Type I Tuition Units, but only pay the Weighted Average cost of undergraduate resident tuition and school-wide required fees. Any difference not covered by redemption of Tuition Units must be paid by the Beneficiary or the Purchaser either through the redemption of additional Tuition Units or through alternative funding methods.

The percentage of tuition and school-wide required fees covered will vary depending on the college or university your Beneficiary attends and the extent to which its costs are above or below the Weighted Average cost at Texas public four-year colleges and universities.

The assigned value of a **Type III Tuition Unit** is 1% of the Weighted Average cost of undergraduate resident tuition and school-wide required fees for the applicable academic year consisting of 30 semester credit hours with an assumed 15 hours per semester charged by two-year institutions of higher education for residents of the taxing jurisdiction of the two-year college (two-year public junior college/public technical institute) in Texas, disregarding any portion of the tuition charged by a public junior college to a resident of this

state who does not reside within the taxing jurisdiction of the junior college. The number of hours paid will vary depending on the college your Beneficiary attends and the extent to which its costs are above or below the Weighted Average cost at Texas public two-year colleges.

All types of Tuition Units can be used at any Texas public college or university or converted to the Transfer Value for use at Texas private or out-of-state colleges or universities or eligible career schools. Transfer Value is limited to the lesser of (1) the costs the Tuition Unit would cover at a public in-state college or university or (2) the original purchase price of the Tuition Unit plus or minus the Plan's net investment earnings or losses on that amount.

Please visit www.texastuitionpromisefund.com to determine the current number of Tuition Units required for redemption at four-year and two-year Texas public colleges or universities.

ELIGIBLE COLLEGES AND UNIVERSITIES

Tuition units can be used at any two- or four-year Texas public college or university. If your child attends an eligible private or out-of-state college or university or career school where tuition and fees are not locked in, you can apply the Transfer Value of your units toward the cost of tuition and school-wide required fees. Transfer Value is limited to the lesser of (1) the costs the Tuition Unit would cover at a public in-state college or university or (2) the original purchase price of the Tuition Unit plus or minus the Plan's net investment earnings or losses on that amount. Only schools that qualify as an Eligible educational institution under Section 529 may be paid by the Plan. Eligible educational institutions generally include all accredited in-state and out-of-state public and private junior/community and senior colleges and universities and public technical institutes, and accredited career/proprietary schools.

Considerations in Selecting Tuition Unit Types

All Tuition Unit types can be used at all four- or two-year public colleges and universities in Texas. While it is impossible to predict the exact number and type of units needed for a particular school in the future, the Tuition Unit Pricing Schedule and Unit Value Redemption Guide and online calculator list the number of units currently required at Texas public schools. This is subject to change in the year that you actually redeem your tuition units. For example, a college whose costs are at the Weighted Average in the year Tuition Units are purchased might not be at the Weighted Average in the year Tuition Units are redeemed.

Value of 100 Type I Tuition Units. Generally, 100 Type I Tuition Units will pay for undergraduate tuition and school-wide required fees for an academic year consisting of 30 semester credit hours with an assumed 15 hours per semester at the most expensive General academic teaching institution (public four-year college) in Texas. Thus, 400 Type I Tuition Units will be required to pay for undergraduate tuition and school-wide required fees for four academic years consisting of 30 semester credit hours with an assumed 15 hours per semester each academic year (120 total semester credit hours) at the most expensive General academic teaching institution (public four-year college) in Texas. If more credit hours are taken than the assumed 30 semester hours with an assumed 15 hours per semester each year, then more Tuition Units may be required. With Type I Tuition Units, the number of Tuition Units required to attend a particular institution may be less than 100 per academic year if that institution's costs are less than the General academic teaching institution with the highest tuition and school-wide required fee cost in the year of redemption. Please visit www.texas tuition promise fund.com to determine the current number of Tuition Units required for redemption at four-year and two-year Texas public schools.

Value of 100 Type II Tuition Units. 100 Type II Tuition Units will pay for undergraduate tuition and school-wide required fees for an academic year consisting of 30 semester credit hours with an assumed 15 hours per semester at the General academic teaching institution (public four-year college) in Texas whose costs are at the Weighted Average. Thus, 400 Type II Tuition Units will be required to pay for undergraduate tuition and school-wide required fees for four academic years consisting of 30 semester credit hours with an assumed 15 hours per semester each year (120 total semester hours) at the General academic teaching institution with costs at the Weighted Average. If more credit hours are taken than the assumed 30 semester hours each year, then more Tuition Units may be required.

Value of 100 Type III Tuition Units. 100 Type III Tuition Units will pay for undergraduate tuition and school-wide required fees for an academic year consisting of 30 semester credit hours with an assumed 15 hours per semester at a two-year institution of higher education (public community/junior college or public technical institute) in Texas for residents of the taxing jurisdiction of the two-year college. Thus, for those residents of the taxing jurisdiction of the two-year college, 200 Type III Tuition Units will be required to pay for two academic years consisting of 30 semester credit hours each (60 total semester hours) with an assumed 15 hours per semester at a two-year institution of higher education (public community/junior college or public technical institute) in Texas. If more credit hours are taken than the assumed 30 semester hours with an assumed 15 hours per semester each year, or if the Beneficiary is not a resident of the taxing jurisdiction of the two-year college, then more Tuition Units may be required.

Required Number of Tuition Units May Vary

For Type II and III Tuition Units, the number of Tuition Units required to attend a particular institution may be more or less than anticipated when purchased, and will depend on whether that institution's costs are higher or lower than the Weighted Average cost in the year of redemption.

Tuition Unit Type	What One Tuition Unit Buys at a Texas Public Institution of Higher Education	Based Upon Costs at These Institutions
Type I	1% of the undergraduate resident tuition and school-wide required fees for an academic year consisting of 30 semester credit hours with an assumed 15 hours per semester charged by the Texas public senior college or university with the highest costs	Texas four-year public college or university
Type II	1% of the undergraduate resident tuition and school-wide required fees for an academic year consisting of 30 semester credit hours with an assumed 15 hours per semester charged by Texas public senior colleges or universities with costs at the Weighted Average	Texas four-year public college or university
Type III	1% of the undergraduate resident tuition and school-wide required fees for an academic year consisting of 30 semester credit hours with an assumed 15 hours per semester charged by Texas public two-year institutions of higher education for residents of the taxing jurisdiction of the two-year college with costs at the Weighted Average	Texas two-year public college

Number of Tuition Units Required for Private and Out-of-State Colleges Might be Higher.

Tuition Units can generally be used to pay for tuition and school-wide required fees at accredited in-state and out-of-state colleges and universities, both public and private. Because the Plan does not lock in tuition and school-wide required fee costs at out-of-state and Texas private colleges and universities or career schools, those costs might be more expensive than Texas public colleges and universities, and because the value of your Tuition Units will be based on Transfer Value if used at a non-Texas public college or university which bears market risk, your Tuition Units might not cover the total cost of tuition and school-wide required fees at Texas private, out-of-state, or career schools. The amount of tuition and school-wide required fees you are able to pay by the redemption of Tuition Units at an accredited career school, out-of-state or Texas private college or university will depend on the Transfer Value of the number and type of Tuition Units purchased and the cost of that institution in the year of redemption. If your Beneficiary attends a career school, Texas private college, or any eligible out-of-state college, where the tuition and school-wide required fees are not locked in, you can apply the Transfer Value towards the cost of tuition and school-wide required fees. Transfer Value is limited to the

lesser of (1) the costs the Tuition Unit would cover at a public in-state college or university or (2) the original purchase price of the Tuition Unit plus or minus the Plan's net investment earnings or losses on that amount.

PRICING OF TUITION UNITS

Pricing Schedules currently in effect for all Tuition Unit types are contained in each Texas Tuition Promise Fund Enrollment kit as well as posted on our Website — www.texastuitionpromisefund.com — and are available by calling our toll-free number 800.445.GRAD (4723), option #5.

PAYMENT OPTIONS

Tuition Units can be paid for using one of the three following methods (the non-refundable Application Fee must be paid with all options):

- Pay-As-You-Go-Option — a purchase of Tuition Units at any frequency you choose, without committing to purchase a specific number of Tuition Units except for the minimum purchase of one Tuition Unit of any type required to establish a Contract. Tuition Units are purchased at the Tuition Unit sales price in effect at the time payment is received by the Plan. Tuition Unit sales prices for each Tuition Unit type will be set annually by the Board based on survey information provided by Texas public colleges and universities.
- Lump Sum Option — a purchase of a specific number of Tuition Units with a one-time payment.
- Installment Plan Option — a purchase of a specific number of Tuition Units with monthly or annual installments. Installment plan payments include an interest component.
 - Monthly installment plans are available for 5 years or 10 years or based on the number of years until the Beneficiary's projected high school graduation.
 - Annual installment plans are available for 5 years or 10 years or based on the number of years until the Beneficiary's projected high school graduation date. Installment plan payments are fixed and will never change unless you change your Beneficiary to a new Beneficiary of a different age. In this case your installment plan payment will be re-calculated and the installment plan payments for your new Beneficiary may be higher or lower depending on the new Beneficiary's date of projected high school graduation.

Installment and Lump sum plans are subject to cancellation or down-grade by the Plan Manager in the event of payment delinquency or default by the Purchaser. Installment and Lump sum plans must be Paid-in-full prior to redemption of any units purchased by these plans.

- Price Differential. Installment plan payments will result in a higher total cost (depending on time value of money) for the same number of Tuition Units than the Pay-As-You-Go or Lump sum payment options due to an included interest component in installment plan pricing. The rate is set annually by the Board based on a recommendation by the Plan's actuary and included in the Pricing Schedule. Please visit www.texastuitionpromisefund.com for the most recent Academic Year Tuition Unit Pricing Schedule.
- Conversion Upon Default. If a Purchaser defaults on his or her installment or Lump sum plan payment obligations, the purchases made under the installment or Lump sum option may be converted to Pay-As-You-Go purchases.

Payment Methods

Payments under each payment option can be made via Automated Clearing House ("ACH") (which is an automatic bank draft), check or money order or through payroll deduction if your employer offers such a service. Credit cards may not be used to purchase Tuition Units. Cash should never be mailed to the Plan. Minimum payments for Pay-As-You-Go accounts are \$15.

Direct Deposits from Payroll

Purchasers may be eligible to make automatic periodic contributions to their Contracts by payroll deduction if their employers offer such a service. If you want to purchase Tuition Units under a Pay-As-You-Go option, one Tuition Unit must initially be purchased to establish the Contract, and then the minimum for each subsequent payroll deduction contribution is \$15 per purchase, regardless of frequency. For the Lump sum or installment plans, you must agree to purchase at least 25 Type I Tuition Units or 50 Type II or III Tuition Units, and the minimum recurring payment must be at least \$15. For all payment options, the non-refundable Application Fee must be paid. Contributions by payroll deduction will only be permitted from employers able to meet the Plan's operational and administrative requirements for payroll contributions. Forms to establish payroll deduction are available on our Website at www.texastuitionpromisefund.com or by calling 800.445.GRAD (4723), option #5. Both the Purchaser and the employer must submit forms to establish payroll deduction contributions.

Automatic Bank Draft

To activate payment by automatic bank draft (electronic funds transfer, or Automated Clearing House (“ACH”) payment) for monthly installment or regular Pay-As-You-Go options, a Purchaser must either (i) select it on the Application and submit a voided bank check or savings account deposit slip, or (ii) if the Contract has already been established, submit an Account Maintenance Form to the Plan and a voided bank check or savings account deposit slip. Applications and Account Maintenance forms are available online at www.texas tuition promise fund.com or by calling 800.445.GRAD (4723), option #5. The minimum initial and subsequent ACH Contribution is \$15 per payment, regardless of frequency.

CONTRACT CHANGES

You may change your Contract by increasing (“upgrade”) or decreasing (“downgrade”) the number of Tuition Units that you want to purchase, as well as changing the payment option originally selected. Some restrictions may apply, including but not limited to whether the specified change may occur outside of the Enrollment or Sales period. For example, if you want to add a new installment plan to an existing Contract that has no pre-existing installment plan, the new installment plan may only be added during an Enrollment Period.

Upgrades

An upgrade is defined as adding additional Tuition Units to a Contract beyond the Tuition Units specified in the original or existing Contract. Additional Tuition Units of any type may be added up to the maximum value of Tuition Units allowable under the Plan (currently, the equivalent of 600 Type I Tuition Units) or the Maximum Texas Program Limit (see page 10). Some Upgrades may require amending the existing Contract or establishing a new Contract. For Installment Contracts, the Tuition Unit sales price for new purchases under installment plans to be entered into during later Enrollment Periods will be adjusted by the Board to reflect the then-current Tuition Unit sales price and an updated interest component at a rate applicable to the purchases under the new installment plan. Upgrades may be requested under the following guidelines:

- Purchases of additional Tuition Units can be added to an existing Pay-As-You-Go Contract at any time. Additional Tuition Units purchased will be at the sales price in effect at the time payment is received. Additionally, a new Three-Year Holding Period based on the receipt date of purchase will apply to each subsequent purchase. A new installment Contract may be added to an existing Pay-As-You-Go Contract but may only be opened during an Enrollment Period and will be tracked separately for purpose of the Three-Year Holding Period.
- Purchase of additional Tuition Units can be added to an existing Lump sum Contract at any time. When you add Pay-As-You-Go Tuition Units to a Lump sum Contract,

your Contract will be considered a Pay-As-You-Go Contract. Additional Pay-As-You-Go Tuition Units may be purchased at the sales price in effect at the time the payment is received by the Plan. The Three-Year Holding Period of the additional Pay-As-You-Go Tuition Units will be based on the date each additional unit is purchased. A new installment Contract may be added to an existing Lump sum Contract but may only be opened during an Enrollment Period and will be tracked separately for purpose of the Three-Year Holding Period.

- Purchase of additional Tuition Units can be added to an existing installment plan Contract at the same sales price during that Sales period. Additional Pay-As-You-Go or Lump sum Tuition Units may be added in later Sales periods at the then-current Tuition Unit sales price by opening a new Contract. These additional Tuition Units will be tracked separately for the purpose of the Three-Year Holding Period. A new installment Contract may be added in later Sales periods at the then-current Tuition Unit sales price and an updated interest component but may only be opened during an Enrollment Period and will be tracked separately for purpose of the Three-Year Holding Period.

Downgrades

A downgrade of a Contract is defined as agreeing to purchase fewer Tuition Units or a less costly type of Tuition Unit than originally specified in the original Contract. You may also downgrade a Contract at any time, without terminating the Contract, provided there has been no usage of benefits on the Contract. If Tuition Units in the initial Contract are Paid-in-full or amounts paid to date exceed the cost of the new Contract terms, then you may request a refund. See page 12 for information on refunds. The Plan may downgrade an Installment Contract if the payments are delinquent.

SOURCES OF CONTRIBUTIONS

Rollover Contributions

Rollover contributions to a Contract can be made either directly or indirectly and must be accompanied by the appropriate form and any other required documentation. A direct rollover involves the direct transfer of funds to the Contract, in a trustee-to-trustee transfer. An indirect rollover involves the distribution of money from an account in a Section 529 Plan to the Purchaser, who then contributes the money to a Contract, provided that the contribution must occur within sixty (60) days of the distribution. In general, a rollover contribution to a Contract from an account in another state's Section 529 Plan will not be subject to federal income tax on any earnings or the additional 10% federal penalty on the earnings, if such contribution is to a Contract for a new Beneficiary who is a "Member of the family" of the Beneficiary of the account in the other state's Section 529 Plan, or if such contribution is to a Contract for the same Beneficiary but no other rollover transfers have occurred with respect to that Beneficiary within the prior 12 months. You should be aware that not all other states' Section 529 Plans permit direct rollovers of funds. In those instances, you may need to request a Refund and then manually transfer the funds to the Section 529 Plan. Additionally, there may be state income tax consequences (and in some cases penalties) from a rollover out of another state's Section 529 Plan (i.e., the recapture of state income tax deductions, if applicable).

Transfers and Rollovers within Plan for New Beneficiary

A transfer or rollover contribution may be made to a Contract from another Contract for a different Beneficiary, without imposition of federal income tax on the earnings of the withdrawal or the additional 10% federal penalty on the earnings, if such transfer is made directly, or such contribution is made within sixty (60) days of distribution from the existing Contract, and the Beneficiary of the receiving Contract is a "Member of the family" of the Beneficiary of the existing Contract.

Transfers and Rollovers from Other Texas-Sponsored Section 529 Plans for New Beneficiary

A transfer or rollover contribution may be made to a Contract from an account or contract in another Texas-sponsored Section 529 Plan for a different Beneficiary, without imposition of federal income tax on the earnings of the withdrawal or the additional 10% federal penalty on the earnings, if such transfer is made directly, or such contribution is made within sixty (60) days of distribution from the existing account or contract, and the Beneficiary of the receiving Contract is a "Member of the family" of the Beneficiary of the existing account or contract.

Transfers from Texas-Sponsored Section 529 Plans for Same Beneficiary

Direct transfers between a Contract or account in another Texas-sponsored Section 529 Plan for the same Beneficiary are treated not as rollovers but as nontaxable investment reallocations subject to a twice per calendar-year limit (taking into account all accounts and Contracts in Texas-sponsored Section 529 Plans with the same account owner or Purchaser and the same Beneficiary). Indirect rollovers between a Contract or account in another Texas-sponsored Section 529 Plan (where the Purchaser or account owner receives a distribution check from the existing account or Contract) that are not made within sixty (60) days after the date of distribution are not treated as rollovers or investment reallocations but as Non-Qualified Withdrawals potentially subject to federal income tax on the earnings of the withdrawal and the additional 10% federal penalty on the earnings, even though the funds are subsequently contributed to an account or contract for the same Beneficiary (which would be treated as a new, separate Contribution). You should consult with your tax or financial advisor prior to such transfer.

Rollovers from Coverdell ESAs and Series EE and Series I Bonds

Tax-free transfers into a Contract may be made from a Coverdell Education Savings Account ("ESA") or in connection with the redemption of Series EE or Series I Bonds.

Third-Party Contributions

Individuals (including the Beneficiary) who are not the Purchaser may make contributions to a Contract; however, the Purchaser will retain control over the Contract (including ability to request and obtain any refunds and authorize Tuition Unit redemptions). Such contributions may have gift or other tax consequences to the individuals making contributions to the Contract.

LIMITS ON PURCHASES

All Tuition Unit purchases are subject to two separate limitations: a Prepaid Unit Maximum Amount and a Maximum Texas Program Limit.

Prepaid Unit Maximum Amount

The maximum number of Tuition Units of any type that may be purchased for any Beneficiary (regardless of Purchaser) in the Plan is 600 Type I Tuition Units or the equivalent value in Type II or III Tuition Units (the "Prepaid Unit Maximum Amount"). Tuition Unit purchases will not be accepted if the purchase would result in more Tuition Units than would be allowed applying the current value of 600 Type I Tuition Units. See the Application Form or Tuition Unit Pricing Schedule for the number of each type of Tuition Units available for purchase.

Maximum Texas Program Limit

Contributions to a Contract will only be permitted if the aggregate balance, including the proposed contribution amount, of all Contracts together with all accounts in the LoneStar 529 Plan and the Texas College Savings Plan, and all contracts under the Texas Guaranteed Tuition Plan for the same Beneficiary (regardless of Purchaser or account owner) does not exceed a limit established by the Board from time to time (known as the “Maximum Texas Program Limit”). The Maximum Texas Program Limit is \$370,000 and is subject to change.

Excess Contributions

Any contributions received in excess of either the Prepaid Unit Maximum Amount or the Maximum Texas Program Limit (an “Excess Contribution”) will be returned to the contributor. Excess Contributions will be returned and no additional contributions will be accepted unless and until the value of all Tuition Units is less than the Prepaid Unit Maximum Amount or the value of all accounts in Texas-sponsored Section 529 Plans for the same Beneficiary (regardless of Purchaser or account owner) is less than the Maximum Texas Program Limit. It is possible for a contribution to be deemed to be an Excess Contribution on the basis of either the Prepaid Unit Maximum Amount or the Maximum Texas Program Limit. The Plan Manager will not knowingly accept and will ultimately reject contributions, rollovers, or transfers in excess of the Prepaid Unit Maximum Amount or the Maximum Texas Program Limit. Contributions will be deposited up to the applicable limits and the remainder will be refunded less any amounts attributable to market losses suffered between the date of the contribution and the date of the refund. If a contribution is applied to an account and it is later determined that the contribution resulted in exceeding either the Prepaid Unit Maximum Amount or the Maximum Texas Program Limit, the Excess Contribution and the earnings thereon, if any, will be refunded to the contributor. Any refund of an Excess Contribution might be treated as a non-qualified withdrawal.

NO ASSIGNMENTS OR PLEDGES

Neither a Contract nor any portion thereof may be assigned, transferred or pledged as security for a loan (including, but not limited to, a loan used to obtain funds for Contributions to the Contract) or otherwise, either by the Purchaser or by the Beneficiary.

PLAN FEES

There is a one-time Application fee, not to exceed \$25, per Beneficiary-Purchaser combination to enroll in the Plan that must be submitted with your Application. You will pay no annual management fees, commissions or sales charges. However, there are fees for late payments or returned payments. There may also be other fees associated with wires, overnight deliveries and other Purchaser-initiated requests.

The late fees and returned payment fees are set annually by the Board. The other fees and charges are subject to change without notice and may be waived by the Plan Manager under certain circumstances. Please contact the Plan Manager for details.

ELIGIBLE EXPENSES UNDER YOUR CONTRACT

Tuition Units can only be used to pay for undergraduate tuition and school-wide required fees. Required fees, also referred to as school-wide required fees, are fees that are imposed on all students as a condition of enrollment at a particular college or university. Examples of fees that are not required fees and are not covered by the Plan include course-related fees, such as lab fees, fees related to your major or year of study, such as freshman orientation or freshman advisor fees, optional fees, graduate fees, deposits, or costs associated with dropped classes. Although your school might use the label “required fee,” a fee must meet the Plan’s definition of required fee to be covered by the Plan.

Tuition Units cannot be redeemed for other types of qualified higher education expenses, such as room and board, textbooks, supplies and certain equipment and special needs services required for attendance.

Tuition Units cannot be redeemed for graduate school.

While each type of Tuition Unit can be used for undergraduate tuition and required fees at any Texas public undergraduate school, the value of the Tuition Units may be greater or less than the actual cost of tuition and required fees if used at a Texas public undergraduate college or university that has tuition and required fee costs that are higher or lower than the Weighted Average cost. For example, although a Type III Tuition Unit (designed to be used at Texas two-year junior colleges, public state colleges, or technical institutes by a resident of the taxing jurisdiction of the two-year college) can be used at a four-year senior Texas public college, the value of a Type III Tuition Unit will be significantly less than Type I or II Tuition Units which were designed to be purchased for redemption at Texas public senior colleges. Type II or Type III Tuition Units may not pay all tuition and required fees at Texas public colleges or universities charging more than the Weighted Average, in which case the Purchaser will be required to redeem more Tuition Units or pay additional amounts not paid by the number of Tuition Units redeemed.

All types of Tuition Units can be used at any Texas public college or university or converted to the Transfer Value for use at eligible career schools, Texas private colleges and universities or out-of-state colleges or universities. Transfer Value is limited to the lesser of (1) the costs the Tuition Unit would cover at a public in-state college or university or (2) the original purchase price of the Tuition Unit plus or minus the Plan’s net investment earnings or losses on that amount.

Please visit www.texas tuition promise fund.com to determine the current number of Tuition Units required for redemption at four-year and two-year Texas public colleges or universities.

USE OF BENEFITS

Three-Year Holding Period A Beneficiary may not use Tuition Units earlier than the third anniversary of the date the Tuition Unit was purchased. The purchase date is determined by the First payment due date for Tuition Units purchased under Lump sum, installment, and Pay-As-You-Go plans. For subsequent Pay-As-You-Go plan Tuition Unit purchases, the purchase date is the payment receipt date for such purchase. No benefits may be used during the Three-Year Holding Period.

A Contract consisting of installment plan payments to purchase Tuition Units must also be paid-in-full prior to the use of any benefits. This may require accelerating the installment plan payment schedule or making a Lump sum payment at or after enrollment if the installment plan period extends past the date of college enrollment.

Requirement to Use Tuition Units within 10 Years of Projected High School Graduation A Beneficiary has up to 10 years after his/her projected date of high school graduation to use all Tuition Units under the Plan, otherwise any open Contracts will be automatically canceled. Any years spent by the Beneficiary in active U.S. military service are added to the 10-year limit to extend the time period in which benefits can be used.

USE OF BENEFITS AT OUT-OF-STATE, CAREER, OR TEXAS PRIVATE SCHOOLS (TRANSFER VALUE)

For all Tuition Units that are used toward the cost of tuition and required fees at an eligible out-of-state college or university, career school, or Texas private college or university, the Purchaser will receive the Transfer Value. As more fully defined in the Master Agreement, Transfer Value is limited to the lesser of:

- the costs the Tuition Unit would cover at a public in-state college or university, or
- the original purchase price of the Tuition Unit plus or minus the Plan's net investment earnings or losses on that amount.

Transfer Value does not include any state provided or procured matching contributions or any earnings on state provided or procured matching contributions. Any outstanding fees imposed by the Plan would be subtracted in calculating the amount payable. Any earnings will stop accruing to an account on the business day that the transfer request is processed by the Plan Manager.

ROLLOVER WITHDRAWALS (TRANSFER TO ANOTHER 529 PLAN)

A Purchaser may transfer or roll over all of the value of a Contract to another Section 529 Plan sponsored by Texas or by another state or other authorized entity, in accordance with Section 529. The value of the Contract at the time of a direct rollover/transfer is the Transfer Value. As more fully defined in the Master Agreement, Transfer Value is limited to the lesser of:

- the costs the Tuition Unit would cover at a public in-state college or university, or
- the original purchase price of the Tuition Unit plus or minus the Plan's net investment earnings or losses on that amount.

Transfer Value does not include any state provided or procured matching contributions or any earnings on state provided or procured matching contributions. Any outstanding fees imposed by the Plan would be subtracted from the amount payable. Any earnings will stop accruing on the business day that the transfer request is processed by the Plan Manager. A rollover withdrawal to another 529 Plan account must be accompanied by the appropriate form as well as any other documentation required by the other Section 529 Plan. While rollovers and transfers may often be achieved without imposition of federal income tax on the earnings of the withdrawal or the additional 10% federal penalty on the earnings, they can in some cases have substantial income tax or transfer tax consequences. Please see "Sources of Contributions" and "Taxes" for information on the tax treatment and implications of rollovers and transfers.

REFUNDS

At any time, a Purchaser may request a refund, as long as the Purchaser receives no more than two refunds within a rolling 12 month period. Refund amounts are based on the circumstances of a cancellation and whether Tuition Units have met the Three-Year Holding Period requirement at the time a refund is requested. The Purchaser is the person entitled to any refund following cancellation or termination of a Contract, subject to any limitations imposed by Section 529, the rules applicable to the Plan (34 Tex. Admin. Code §§ 7.121-7.145), and the provisions of this Plan Description and Master Agreement. The amount of a refund will be determined based on the definitions of "Reduced Refund Value" or "Refund Value" set forth in §7.122 of the Board's administrative rules, which are summarized below:

- **Reduced Refund Value.** For Tuition Units that do not meet the Three-Year Holding Period requirement, the Purchaser may receive the Reduced Refund Value, which will be the lesser of:

- the amount paid by the Purchaser or other contributor to purchase any unused Tuition Units under the Contract; or
- the amount paid for any unused Tuition Units, plus or minus the portion of the total net earnings or losses on assets of the Plan attributable to that amount (“Market Value”).

The Reduced Refund Value can be less than the amount paid for the purchase of Tuition Units at the time of refund if there have been periods of negative returns on the Plan’s investments. Any outstanding fees imposed by the Plan would be subtracted from the amount paid. Reduced Refund Value does not include the Application fee and does not include any state provided or procured matching contributions or any earnings on state provided or procured matching contributions including Tuition Units awarded to the Beneficiary by the Texas Match the Promise Foundation. Any earnings will stop accruing on the business day that the refund is processed by the Plan Manager.

- **Refund Value.** For all Units held that do meet the Three-Year Holding Period requirement, the Purchaser will receive the Refund Value. Refund Value means an amount equal to the total purchase price of unused Tuition Units to be refunded from the Contract, plus or minus adjusted annual net earnings or losses on contributions made to purchase the Tuition Units that are being refunded. Adjusted annual net earnings on contributions are computed at an earnings rate set by the Board that is up to 2% less than the Plan’s actual investment return for each of the years the Contract is in effect, provided that in no event shall the annual net earnings on the contributions ever exceed 5% annually. Earnings may be paid with a refund only if the Board determines that such payment will not adversely affect the actuarial soundness of the Plan. Any outstanding fees imposed by the Plan would be subtracted from the amount payable. Refund Value does not include any state provided or procured matching contributions or any earnings on state provided or procured matching contributions, including Tuition Units awarded to the Purchaser by the Texas Match the Promise Foundation. Any earnings will stop accruing on the business day that the refund is processed by the Plan Manager.

Particular Circumstances and Calculation of Refund Amounts

The amount of a refund will be based on the particular circumstances of a refund request and the duration that Tuition Units have been held as follows:

- *Voluntary Refund* (before the Three-Year Holding Period requirement is met)—the Purchaser may receive the “Reduced Refund Value.”

- *Voluntary Refund (after the Three-Year Holding Period requirement is met)*—the Purchaser may receive the “Refund Value.”
- *Scholarship, Death or Disability of Beneficiary*—If the Beneficiary redeems fewer Tuition Units to pay the cost of tuition and required fees than the number of Tuition Units purchased under a Contract due to receipt of a full or partial scholarship, or because of the death or disability of the Beneficiary, the Purchaser may apply for a refund of the “Refund Value” of the unused Tuition Units.
- *Unused Tuition Units*—If the Beneficiary decides not to attend any institution that can accept Tuition Units, or if the Beneficiary does not use all of the Tuition Units, and the Tuition Units have been held for the Three-Year Holding Period, the Purchaser may apply for a refund of the “Refund Value.”
- *Default*—If the Contract is terminated due to misrepresentation or failure to provide required information, the Purchaser may apply for a refund of the “Reduced Refund Value.”
- *Expiration of Tuition Units (10 years after projected date of graduation from high school)*—If Tuition Units remain unused 10 years after projected date of graduation from high school the Contract will automatically be terminated. However, any time spent by the Beneficiary in active U.S. military services is added to the 10-year limit. The Purchaser may apply for a refund of the “Refund Value” of any unused Tuition Units. However, the Refund Value will be limited to include only adjusted net earnings that have accrued up until the date the Contract was automatically terminated.
- *Plan Termination*—If the Plan is terminated by the Texas Legislature, a prepaid tuition Contract remains in effect if the Beneficiary has been accepted by or is enrolled in an Eligible educational institution or is projected to graduate from high school not later than the third anniversary of the date the Plan is terminated. Contracts for Beneficiaries who are projected to graduate more than three years after termination will be terminated and the Purchaser will receive a refund. Upon Plan termination, the Purchaser is entitled to the Refund Value or Reduced Refund Value if the Three-Year Holding Period requirement is not met, less any fees that are past due and payable under the Board’s fee schedule.

If the following event occurs	you will receive the following amount (see page 25 for a description of these values)	
	“Reduced Refund Value”*	“Refund Value”**
Voluntary Refund—Before Three-Year Holding Period requirement is met	X	
Voluntary Refund—After Three-Year Holding Period requirement is met		X
Scholarship, Death or Disability of Beneficiary		X
Default	X	
Automatic Termination of Expired Tuition Units—10 years after projected date of graduation from high school		X (Refund Value will be limited to include only adjusted net earnings, including any negative earnings, that have accrued under the Contract up until the date the Contract has been terminated)*
Plan Termination—Before Three-Year Holding Period requirement is met	X	
Plan Termination—After Three-Year Holding Period requirement is met		X

* Does not include any state provided or procured matching contributions or any earnings on state provided or procured matching contributions.

Refund Limitations

The Application fee, set annually by the Board, not to exceed \$25, (charged when an initial new Contract is opened for a unique Beneficiary-Purchaser combination) will not be refunded in any instance when a refund or transfer is requested.

Earnings may be paid with a refund only if the Board determines that such payment will not adversely affect the actuarial soundness of the Plan to pay the costs of Plan administration and operations and to meet the obligations of the Plan, as provided in Education Code §54.770.

The number of voluntary refunds for a Purchaser is limited to two in a rolling 12-month period.

Newly established contracts can be cancelled for a refund of the amount paid, minus the Application fee, at any time before the end of the enrollment period in which the Application was made. No plan earnings will be paid on Contracts established

during an Enrollment Period and cancelled before the May 1 that immediately follows the Enrollment Period in which the Application was made.

Voluntary Withdrawal of Student Status, Expulsion, or Dropped Classes

There will be no adjustment to your Contract after the Plan has paid an invoice to the Eligible educational institution on your behalf. Any refund under these circumstances will be between the Beneficiary and the Eligible educational institution.

Earnings Subject to Tax

All refunds of earnings from a Contract may be subject to federal income tax, if not otherwise used for the Beneficiary’s qualified higher education expenses pursuant to Section 529. An additional 10% federal penalty may also be assessed on such earnings unless the refund is due to death or disability of Beneficiary or scholarship received by the Beneficiary. You should consult your tax advisor for more information on tax consequences of a withdrawal.

The Purchaser is the person who may request a refund. All requests for refund must be made in writing, and must include the Purchaser’s signature. All refunds will be made to the Purchaser of the Contract, and typically made within 7-10 business days after receiving the appropriate form in Good Order. If the Purchaser dies or becomes legally incompetent, the Successor Purchaser named in the Contract may apply for a refund, subject to providing legal documentation on the death or disability of the Purchaser.

TUITION UNIT REDEMPTIONS

Only the Purchaser may authorize redemption of Tuition Units. Units that have met the Three-Year Holding Period can be redeemed online through the Plan’s website at www.texas tuition promise fund.com through the Purchaser Sign-in portal or by completing and submitting the appropriate form available on the website:

- Benefits Authorization Form to authorize redemptions of Tuition Units for Texas public colleges or universities
- Transfer Value Payment Authorization Form to authorize redemptions of Tuition Units for transfer to career schools, out-of-state or Texas private colleges and universities

NON-QUALIFIED WITHDRAWALS

If you decide to make a withdrawal for something other than a qualified higher education expense, you may be subject to federal income tax on the earnings portion of the withdrawal and an additional 10% federal penalty.

TEXAS SAVE AND MATCH PROGRAM

Establishment of Program

Chapter 54, Subchapter I of the Texas Education Code authorizes the Texas Save and Match Program (“Texas Save and Match”) to encourage Texas families to save for college.

The Texas Match the Promise Foundation (“Foundation”), a 501(c)(3) public charity, receives donations and uses them to purchase matching Tuition Units for eligible recipients.

Information on the Texas Match the Promise Foundation is available at www.matchthepromise.org.

REPORTS TO PURCHASERS

Quarterly and annual statements will be provided to Purchasers to reflect Contract activity. A Purchaser may also view Contract activity by accessing the Plan Website at www.texastuitionpromisefund.com. A Purchaser has 60 days to notify the Plan Manager of any errors.

Protecting Your Contract

The Plan uses reasonable procedures to confirm that transaction requests are genuine. The Purchaser may be responsible for losses resulting from fraudulent or unauthorized instructions received by the Plan Manager provided the Plan Manager reasonably believes the instructions were genuine. To safeguard your Contract, please keep your Contract information confidential. Contact the Plan Manager immediately if you believe there is a discrepancy between a transaction you performed and the confirmation statement you received, or if you believe someone has obtained unauthorized access to your Contract.

TAXES

Tax Treatment of Contributions and Withdrawals

The following section is a summary of certain aspects of federal and state income tax and estate and gift taxation of contributions to and withdrawals from Section 529 Plans. (References in this Plan Description to a “Section 529 Plan” mean a qualified tuition program offered by any state under Section 529 of the Internal Revenue Code of 1986, as may be amended from time to time (the “Code”).) Any tax and legal information in the Plan Description is merely a summary of our understanding and interpretation of some of the current tax rules and guidance and is not intended to be exhaustive and may be subject to change based on any changes in federal

laws, regulations, and interpretations thereof. Purchasers and other contributors should consult their tax advisors or legal counsel for advice and information concerning their particular situations. Neither the Plan, the Board, nor the Plan Manager or any of their representatives may give legal, financial or tax advice.

The tax and legal description contained herein is based on relevant provisions of the Code, regulations proposed under Section 529, IRS notices, IRS rulings, legislative history and interpretations of applicable federal and Texas law existing on the date of this Plan Description. It is possible that Congress, the Treasury Department, the IRS or the courts may take action that will affect Section 529 and the proposed regulations and any guidance published thereunder. Because the proposed regulations do not reflect changes made to Section 529 after their promulgation or interpretations of Section 529 reflected in published guidance from the IRS, it is likely that the final regulations, when issued, may differ significantly from the proposed regulations. Purchasers should consult a qualified tax advisor about the applicability of such changes to their Contracts. State legislation may also affect the state tax treatment of the Plan and Purchasers and Beneficiaries.

This summary and all other statements in this Plan Description concerning federal and state tax issues (i) are not offered as individual tax advice to any person (including any Purchaser or Beneficiary), (ii) are provided as general information in connection with the promotion or marketing of the Plan, and (iii) are not provided or intended to be used and cannot be used, by any taxpayer for the purpose of avoiding U.S. tax penalties.

Federal Taxation of Contributions to and Withdrawals from Section 529 Plans

Contributions to Section 529 Plans are not deductible for federal income tax purposes. However, any earnings on contributions are generally not subject to federal income tax until assets are withdrawn. Qualified withdrawals may be made federal income tax free. If the amount of a distribution exceeds the Beneficiary’s qualified higher education expenses for any tax year, the earnings attributable to the portion of the distribution that exceeds the qualified higher education expenses of the Beneficiary are subject to federal and applicable state income tax, payable by the distributee. Also, in most cases, an additional 10% federal penalty is imposed on the earnings portion of any distribution (or portion of a distribution) from a Section 529 Plan that is includible in the distributee’s gross income. For tax reporting purposes, the Beneficiary is considered the distributee of any payment made to a qualified higher education institution for the credit of the Beneficiary; for all other distributions, the Purchaser is considered the distributee.

Distributions will be reported to the IRS on Form 1099-Q as follows:

Type of Distribution	Taxable Party
Payments to Colleges and Universities	Beneficiary
Scholarship Refund	Purchaser
Voluntary Cancellation Refund	Purchaser
Involuntary Cancellation Refund	Purchaser

There are four exceptions to the additional 10% federal tax required under Section 529: (i) withdrawals due to the Beneficiary’s death (if paid to the Beneficiary’s estate) or disability (as defined in Section 72(m)(7) of the Code); (ii) withdrawals due to a scholarship received by the Beneficiary (to the extent the withdrawal does not exceed the amount of the scholarship); (iii) withdrawals made on account of the Beneficiary’s attendance at a U.S. Military Academy (up to the costs of advanced education as defined by applicable federal law); and (iv) withdrawals resulting from the use of Education Tax Credits by the Beneficiary. (See below for details.)

For the purposes of calculating the earnings portion of a particular distribution, all Contracts having the same Purchaser and Beneficiary will be aggregated into a single IRS Form 1099-Q. In addition, if there are any other contracts with the same Purchaser and Beneficiary under the Texas Guaranteed Tuition Plan, also known as the Texas Tomorrow Fund (or any other prepaid tuition plan which may be established by the state of Texas), those contracts will also be aggregated with the Contracts for these purposes.

Federal Taxation of Rollovers

Rollovers must be made either directly (by the direct transfer of funds in a trustee-to-trustee transfer) or indirectly (by the contribution of funds distributed from a Section 529 Plan, within sixty (60) days after the date of distribution) or the rollover will be deemed to be a non-qualified distribution and subject to federal taxation. In general, rollovers may be made between a Contract and an account or Contract in another state’s Section 529 Plan, without imposition of federal income tax on the earnings of the withdrawal or the additional 10% federal penalty on the earnings, if the rollover is to a Contract or account for a new Beneficiary who is a “Member of the family” of the existing Beneficiary, or if the rollover is to a Contract or account for the same Beneficiary but no other rollovers have occurred with respect to that Beneficiary within the prior 12 months. Also, transfers or rollovers may generally be made between a Contract and another Contract or an account or Contract in another Texas-sponsored Section 529 Plan, without imposition of federal income tax on the earnings of the withdrawal or the additional 10% federal penalty on the earnings, if the rollover is to a Contract or account for a new Beneficiary who is a “Member of the family” of the existing Beneficiary.

Direct transfers between a Contract or account in another Texas-sponsored Section 529 Plan for the same Beneficiary are treated not as rollovers but as nontaxable investment reallocations subject to a twice per calendar-year limit (taking into account all accounts and Contracts in Texas-sponsored Section 529 Plans with the same account owner or Purchaser and the same Beneficiary). Indirect rollovers between a Contract or account in another Texas-sponsored Section 529 Plan (where the Purchaser or account owner receives a distribution check from the existing account or Contract) that are not made within sixty (60) days after the date of distribution are not treated as rollovers or investment reallocations but as Non-Qualified Withdrawals potentially subject to federal income tax on the earnings of the withdrawal and the additional 10% federal penalty on the earnings, even though the funds are subsequently contributed to an account or contract for the same Beneficiary (which would be treated as a new, separate Contribution). You should consult with your tax or financial advisor prior to such transfer.

In the case of an indirect rollover, appropriate documentation from the transferring Section 529 Plan must be provided to the Plan to substantiate what portion of the funds may be treated as prior contributions rather than earnings. Otherwise, the entire amount of the rollover must be treated as earnings. (In the case of a direct rollover or transfer, this information is instead provided by the transferring Section 529 Plan.) Please note that, while rollovers and transfers may often be achieved without imposition of federal income tax on the earnings of the withdrawal or the additional 10% federal penalty on the earnings, they can in some cases have substantial income tax or transfer tax consequences. Purchasers are encouraged to see “Sources of Contributions” on page 10, and to consult with a tax advisor, for information on the tax treatment and implications of rollovers and transfers.

Federal Taxation of Rollovers from Coverdell ESAs

Amounts contributed to a Section 529 Plan from a Coverdell Education Savings Account (“ESA”) will be considered a qualified distribution from such Coverdell ESA and will not be subject to federal income tax or penalty. Appropriate documentation from the transferring Coverdell ESA must be provided to substantiate what portion of the funds may be treated as prior contributions rather than earnings subject to federal taxation. Otherwise, the entire amount must be treated as earnings. Withdrawals from a Section 529 Plan and a Coverdell ESA in the same year must be used for different qualified higher education expenses in order to be treated as qualified withdrawals. To the extent that total withdrawals from a Section 529 Plan and a Coverdell ESA exceed the amount of qualified higher education expenses under Section 529 of the Code, the recipient must allocate the expenses between the two sources in order to determine what portion of each withdrawal is tax free and which portion may be subject to federal taxation.

Federal Taxation of Rollovers from Series EE and Series I Bonds

Interest on Series EE Bonds issued after December 31, 1989, as well as interest on all Series I Bonds, may be completely or partially excluded from federal income tax if bond proceeds are used to pay certain qualified higher education expenses at an Eligible educational institution or are contributed to a Section 529 Plan or a Coverdell ESA in the same calendar year the bonds are redeemed. For this purpose, qualified higher education expenses do not include the cost of books, room and board. The amount of qualified higher education expenses taken into consideration in calculating the interest excludable from income is reduced by any scholarships, fellowships, employer-provided educational assistance and other forms of tuition reduction, including a payment or reimbursement of qualified higher education expenses under a Section 529 Plan. Certain income limitations apply. If appropriate documentation is received by the Section 529 Plan receiving the proceeds of the sale of Series EE or Series I bonds, the original purchase price of the bonds redeemed and contributed to the Section 529 Plan will be added to the contributions portion of the receiving Contract, with the interest added to earnings. Otherwise, the entire rollover contribution will be treated as earnings within the Contract which may be subject to federal taxation.

American Opportunity and Lifetime Learning Tax Credits

The use of an American Opportunity tax credit or a Lifetime Learning tax credit ("Education Tax Credits") will not affect participation in or receipt of benefits from Section 529 Plans, so long as the distribution from the Section 529 Plan is not used for the same expenses for which an Education Tax Credit was claimed.

Coordination of Benefits

As described above, a number of education tax benefits are available in addition to participation in Section 529 Plans. The tax laws provide a number of special rules intended to coordinate these plans and avoid duplication of benefits. Any contributor who intends to utilize more than one of these tax benefits should consult his or her tax advisor or legal counsel for advice on how these special rules may apply to his or her situation.

Federal Gift Estate and Generation Skipping Transfer Taxes

Contributions (including certain rollover contributions but not including contributions of funds already held in a UGMA/UTMA Contract or from certain trusts) to a Section 529 Plan are completed gifts to the Beneficiary and therefore qualify for the "annual exclusion" for federal gift tax purposes. The annual exclusion allows individuals to exclude up to \$14,000 per year (and married couples up to \$28,000 per year, if the spouse consents) for gifts made to a particular donee. A special rule under Section 529 allows donors who make aggregate contributions to a Contract (front-end load) that exceed the

donor's annual exclusion to elect on a timely filed Federal gift tax return to prorate the contributions for gift tax purposes over a five-year period. Thus, individuals can contribute up to \$70,000 in a single year (\$140,000 for married couples, if the spouse consents) for a Beneficiary without incurring a gift tax on the transfers. This election may use a contributor's entire annual exclusion for a period of five years. In that case, other gifts, including additional contributions to the Plan, may be subject to federal gift tax or have other federal gift or estate tax consequences. For example, a contributor who makes a \$70,000 contribution in one year and takes the five-year averaging election on a Federal gift tax return, and makes no other gifts to the Beneficiary during that calendar year or the next four calendar years, would not be making a taxable gift or incur a federal gift or generation skipping transfer tax. To effect the five-year election, a contributor must file an IRS Form 709.

If a contributor dies before the end of the five-year period, the portion of the contribution allocable to the calendar years remaining in the five-year period (beginning with the calendar year after the contributor's death) would be included in the contributor's gross estate for federal estate tax purposes. In addition, distributions made to a deceased Beneficiary's estate may be subject to federal estate tax, and the proposed regulations under Section 529 provide that a deceased Beneficiary's interest in a Contract may be subject to federal estate tax.

If the Beneficiary for a Section 529 Plan is changed or amounts in a Section 529 Plan are rolled over, resulting in a new Beneficiary who is in the same or higher generation as the current Beneficiary and is a Member of the family of the current Beneficiary, there is no gift or generation-skipping transfer tax consequences. If the new Beneficiary is of a younger generation than the current Beneficiary (even if the new Beneficiary is a Member of the family of the current Beneficiary), the change of Beneficiary is treated as a gift from the current Beneficiary to the new Beneficiary for federal gift and generation-skipping transfer tax purposes. The current Beneficiary could apply his or her gift tax exclusion and allocate a portion of his or her lifetime generation-skipping transfer tax exemption to any such deemed transfer, and could even make the five-year averaging election discussed above.

Taxation by Texas

Texas does not impose a state income tax on individuals. However, if a Purchaser is a taxable business entity, earnings on non-qualified withdrawals may be subject to the Texas franchise tax.

Taxation by Other States

If you are not a resident of the state of Texas, the state income tax treatment of contributions to and earnings and distributions from your Contract will depend on the laws of your particular state. Consider before purchasing a Contract

in the Plan whether your or the Beneficiary's home state offers a Section 529 Plan that provides its taxpayers with favorable state tax or other benefits that may only be available through the home state's Section 529 Plan, and that are not available through the purchase of a Contract in the Plan. For example, a number of states offer income tax deductions for contributions to their own state's Section 529 Plan, which deductions may not be available for contributions to this Plan. Since different states have different tax provisions, this Plan Description contains limited information about the state tax consequences of purchasing a Contract in the Plan. 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 Section 529 Plan(s), or any other Section 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 be considered when making a decision to purchase a Contract in the Plan.

PLAN RISKS

Purchasers should carefully consider the information in this section, as well as the information in the rest of this Plan Description and the accompanying Plan materials, before making any decisions to establish a Contract or purchase Tuition Units. This Plan Description should not be construed to provide legal, financial or tax advice. Prospective Purchasers should consult an attorney or financial or tax advisor with any legal, business, or tax questions they may have. Contracts in the Plan are subject to certain risks. Purchasers should weigh such risks with the understanding that they could arise at any time during the life of a Contract.

No Guarantee of College Eligibility

There is no guarantee that a Beneficiary will (a) be admitted to any or a particular public or private institution of higher education (the Beneficiary must meet all normal admission requirements set by the college or university); (b) be permitted to continue to attend such institution; (c) graduate or receive a degree from an institution of higher education; (d) be treated as a state resident of any state for tuition or any other purpose for tuition and required fee benefits not covered by the Plan; or (e) receive any particular treatment under applicable federal or state financial aid programs.

No Investment Direction

A Purchaser, Beneficiary or contributor may not direct the investment of Plan assets with respect to any contribution or earnings.

Suspension of New Enrollment; Plan Modification or Termination

The Board shall annually evaluate the actuarial soundness of the Plan. If necessary to ensure actuarial soundness, the Board may modify or temporarily suspend new enrollment in the Plan.

If the Texas Comptroller of Public Accounts determines that the Plan is financially infeasible, the Comptroller shall notify the Governor and the Legislature and recommend that the Plan be modified or terminated.

A Contract remains in effect after the Plan is terminated if, when the Plan is terminated, the Beneficiary has been accepted by or is enrolled at a General academic teaching institution, two-year institution of higher education, Private or independent institution of higher education, career school, or Accredited out-of-state institution of higher education, or if the Beneficiary is projected to graduate from high school not later than the third anniversary of the date the Plan is terminated.

A Contract terminates when the Plan is terminated if current or expected benefit usage by the Beneficiary would not occur within three years. If the Contract is terminated because of Plan termination, the Purchaser is entitled to a refund of the Refund Value or Reduced Refund Value (if the Three-Year Holding Period) requirement is not met), less any fees that are due the Plan.

Earnings on Any Refunds are Subject to Actuarial Soundness of the Plan

Earnings may be paid with a refund only if the Board determines that such payment will not adversely affect the actuarial soundness of the Plan to pay the costs of program administration and operations and to meet the obligations of the Plan.

Colleges and Universities with Costs at the Weighted Average are Subject to Change

The Weighted Average cost of tuition and school-wide required fees may change annually and colleges and universities whose costs are at the Weighted Average may change annually. Neither the Plan Manager nor the Board can make any assurances that an institution whose costs are at the Weighted Average in the year Tuition Units are purchased will still be at the Weighted Average in the year Tuition Units are redeemed to pay for tuition and school-wide required fees.

Tuition Units Might Not Cover All Tuition and Required Fees

Many factors affect how many Tuition Units are required to pay for an academic year. For instance, if the Beneficiary attends a Texas public institution with costs above the Weighted Average, or enrolls in more than 30 semester credit hours with an assumed 15 hours per semester in an academic year, more Tuition Units may be required to pay

for tuition and required fees than anticipated when enrolling in the Plan. The Purchaser and Beneficiary should annually review the Unit Value Redemption Guide or calculator on the Plan's website for the latest costs of tuition and school-wide required fees and number of Tuition Units that are required to be redeemed at Texas public two- and four-year colleges and universities for the most current year. Further, if a Beneficiary attends any out-of-state institution of higher education, a career school, or a Texas Private or independent institution of higher education, the Tuition Units will be redeemable using Transfer Value, which may be significantly less than the cost of such institution and may be less in value than the Beneficiary would have received had the Beneficiary attended a Texas public college or university.

Tuition Units Do Not Pay the Additional Tuition and Required Fee Costs for Non-Resident Junior College Attendees

A Beneficiary who redeems one or more Tuition Units to attend a Texas public junior college and who does not reside within the taxing jurisdiction of the junior college is responsible for paying the additional tuition and required fees charged by the junior college to persons who do not reside within that taxing jurisdiction.

Beneficiary Will Be Responsible for Any Additional Costs

If a Purchaser redeems fewer Tuition Units of the type or combination of types necessary to pay the total cost of the Beneficiary's tuition and required fees, the Beneficiary is responsible for paying the difference between the amount of tuition and school-wide required fees which the Beneficiary pays through the redemption of one or more Tuition Units and the total cost of the Beneficiary's tuition and required fees at the institution. The portion not paid by redemption of

Tuition Units must be paid at the school's then-current rates based on the Beneficiary's then-current residency status.

Market Risks

If a refund is requested, the amount of a refund may be affected by the Plan's net investment returns or losses and length of time held. There is no guarantee that all of the payments made to a Contract will be refunded if there have been periods of negative returns on the Plan's investments.

Tuition Units Cannot Be Used for the Costs of Graduate School

Tuition Units may only be applied to the costs of undergraduate tuition and school-wide required fees. The Plan cannot be used for graduate school.

Impact on Financial Aid

The Plan cannot determine and makes no representation as to what effect, if any, a Contract may have on future state, federal, institutional, or private financial aid eligibility of any Beneficiary or Purchaser. The treatment of Contracts may

have a material adverse effect on the Beneficiary's eligibility to receive assistance under various federal, state, and institutional financial aid programs. For federal financial aid purposes beginning July 1, 2009, Contracts for a student will be considered (i) assets of a student's parent, if the student is a dependent student and the Purchaser of the Contract is the parent or the student, or (ii) assets of the student, if the student is the Purchaser of the Contract and not a dependent student. For purposes of financial aid programs offered by states and educational institutions, the treatment of Contracts may follow or differ from the treatment described above for federal financial aid purposes. For Texas financial aid purposes, Texas law provides that Contracts for a student may not be considered in determining eligibility for Texas state-funded student financial aid. Purchasers and Beneficiaries are advised to consult a financial aid professional and/or the state or educational institution offering a particular financial aid program, to determine how Contracts may affect eligibility for financial aid.

Effect of Future Law Changes

Final regulations or other administrative guidance or court decisions might be issued which could adversely impact the federal tax consequences or requirements with respect to the Plan or Contract. Congress could also amend Section 529 of the Code or other federal law, Texas could amend Subchapter H of Chapter 54 of the Texas Education Code, and other states could amend their state laws, in a manner that would materially change or eliminate the federal or state tax treatment or financial aid treatment described in this Plan Description. There can be no assurance that such changes in law will not adversely affect the value to any Purchaser or Beneficiary of participation in the Plan. It is not possible to determine the effects, if any, on the Plan of such changes.

Because the regulations proposed under Section 529 do not reflect changes to Section 529 after their promulgation, it is likely that the final regulations, when issued, may differ from the proposed regulations. In addition, the Plan has not sought nor has it received a private letter ruling from the Internal Revenue Service regarding the status of the Plan under Section 529. The Board may determine to seek such a ruling in the future, but the present policy of the Internal Revenue Service is not to issue such rulings to Section 529 Plans sponsored by states.

In the event that a change in the tax or other federal or state law makes continued operation of the Plan prohibitive or infeasible, then the Board or Comptroller may recommend that the Plan be suspended, modified or terminated.

Changes in the law governing the federal and/or state tax consequences described above might necessitate material changes to the Plan for the anticipated federal and/or state tax consequences to apply.

Suitability

Neither the Board nor the Plan Manager makes any representation regarding the suitability or appropriateness of any type of Tuition Unit offered by the Plan. Other college savings alternatives may be more appropriate depending upon the financial status, tax situation, risk tolerance, age, investment goals, savings needs and investment time horizons of the Purchaser or the Beneficiary. Anyone considering opening a Contract should consult a tax or investment advisor to seek advice concerning the appropriateness of the purchase of a Contract in the Plan.

Medicaid Eligibility

A Purchaser or a Beneficiary may seek eligibility for Medicaid, and the impact of the existence of a Contract in the name of a Purchaser on behalf of a Beneficiary is not clear. There is no assurance that a Contract will not be treated as a “countable resource” in determining the financial eligibility of either a Purchaser or a Beneficiary for Medicaid. In addition, withdrawals from a Contract, whether a qualified withdrawal or a non-qualified withdrawal, may delay Medicaid payments to a Purchaser or a Beneficiary, as the case may be. Purchasers and Beneficiaries should consult their own personal benefits advisor as to the impact that a Contract and withdrawals from a Contract may have on Medicaid eligibility and the timing of Medicaid payments.

SECURITIES LAW CONSIDERATIONS

Contracts between you and the Board may be considered securities. These Contracts will not be registered as securities, based in part on no-action letters issued by the staff of the Securities and Exchange Commission to other states that it would not recommend enforcement action if contracts issued by those states’ prepaid tuition plans were not registered. Furthermore, the Plan has been exempted from Texas securities law. Under Texas Education Code §54.768, the registration requirements of the Texas Securities Act (Article 581-1 et seq., Vernon’s Texas Civil Statutes) do not apply to the sale of a Contract by the Board or by a registered securities dealer or registered investment adviser. The Plan will only be marketed in those states in which it has received assurances from either the states or counsel that offers and sales would be legal without meeting further regulatory requirements.

FEDERAL CREDITOR PROTECTION

The Federal Bankruptcy Code provides protection in federal bankruptcy proceedings for many Section 529 Contracts. Generally, your Contract will be protected if the Beneficiary is your child, stepchild, grandchild, or step-grandchild (including a child, stepchild, grandchild, or step-grandchild through adoption or foster care) subject to the following limits:

- Contributions made to all Section 529 Contracts for the same Beneficiary at least 720 days before a federal bankruptcy filing are protected;
- Contributions made to all Section 529 Contracts for the same Beneficiary more than 365 days, but less than 720 days before a federal bankruptcy filing are protected up to \$6,225; and
- Contributions made to all Section 529 Contracts for the same Beneficiary less than 365 days before a federal bankruptcy filing are not protected against creditor claims in federal bankruptcy proceedings.

TEXAS AND OTHER STATE CREDITOR PROTECTION

Section 54.769(a), Texas Education Code, Chapter 54, Subchapter H, the statute that created the Plan, states “Money in the fund is exempt from claims of creditors, including claims of creditors of a purchaser, a beneficiary, or a successor in interest of a purchaser or beneficiary.” In addition, Section 54.769(b), Texas Education Code, provides that the rights of a Purchaser, Beneficiary, or successor in interest in and under a Contract and the payment of tuition and required fees for a Beneficiary under a Contract are “exempt from attachment, levy, garnishment, execution, and seizure for the satisfaction of any debt, judgment, or claim against a purchaser, beneficiary, or successor in interest of a purchaser or beneficiary.” Section 42.0022 of the Texas Property Code, which is titled, “Exemption for College Savings Plans,” states that “a person’s right to the assets held in or to receive payments or benefits under the Plan is exempt from attachment, execution and seizure for the satisfaction of debts.” Regardless of whether a Purchaser lives in Texas or outside of Texas, he or she should consult an attorney for advice on how Texas or other state law might affect his or her personal situation. Neither the Plan, the Board nor the Plan Manager makes any representations or warranties regarding protection from creditors. The Plan is prohibited from providing legal advice.

MASTER AGREEMENT

Article I—Introduction

This Master Agreement is promulgated by the Texas Prepaid Higher Education Tuition Board (the “Board”) pursuant to the Texas Tuition Promise Fund (the “Plan”) as governed by the Texas Education Code, Chapter 54, Subchapter H (the “Education Code”), Section 529 of the Internal Revenue Code (the “Code”) and the Plan rules adopted pursuant to Section 54.751-Section 54.778 of the Education Code and published in Title 34, Chapter 7, Subchapter L, of the Texas Administrative Code (the “Rules”). This Master Agreement contains the terms governing the Contract established pursuant to the Plan between the Purchaser and the Board and incorporates the Purchaser’s Application, the current Tuition Unit Pricing Schedule (“Pricing Schedule”), the applicable provisions of the Education Code, the Code, and the Rules. By signing the Application or enrolling online at www.texastuitionpromisefund.com, you agree to be bound by the terms of this Master Agreement, which will be effective on the date you execute the Application.

In the event of a conflict between the terms of this Master Agreement and the Code, the Education Code, or the Rules, the provisions of the Code, the Education Code, and the Rules shall govern. Modifications may be made to this Master Agreement by the Board and will be incorporated into the Contract.

Nothing in this Master Agreement shall be interpreted as a promise or guarantee that a Beneficiary will: (i) be admitted to a particular, or any, public or private institution of higher education; (ii) be allowed to continue enrollment at a public or private institution of higher education; or (iii) graduate from a public or private institution of higher education.

Article II—Definitions

The definitions of terms included in the provisions of the Education Code and the Rules, as amended from time to time, will apply to the Contract and are incorporated herein by

reference. Any Purchaser or other interested party may receive copies of the statute and rules from the Board upon request.

“Accredited out-of-state institution of higher education” means a public or private institution of higher education that is (a) located outside the state of Texas, and (b) accredited by a recognized accrediting agency.

“Application” means the form completed by the Purchaser and submitted to the Board to solicit enrollment of the Beneficiary in the Plan.

“Beneficiary” means a person designated under a Contract as the person on whose behalf the Purchaser is entitled to apply one or more Tuition Units purchased under the Contract

to the payment of the person’s undergraduate tuition and school-wide required fees at a General academic teaching institution, two-year institution of higher education, Private or independent institution of higher education in Texas, career school, or Accredited out-of-state institution of higher education.

“Contract” means a contract under which a person purchases from the Board on behalf of a Beneficiary one or more Tuition Units that the Purchaser is entitled to apply to the payment of the Beneficiary’s undergraduate tuition and school-wide required fees at a General academic teaching institution, two-year institution of higher education, Private or independent institution of higher education in Texas, career school or Accredited out-of-state institution of higher education. A valid Contract consists of a hard copy or online Application submitted to the Plan Manager in Good Order, which includes a certification indicating that you have agreed to the terms of the Master Agreement and the then-current Pricing Schedule.

“Eligible educational institution” means a General academic teaching institution, two-year institution of higher education, or Private or independent institution of higher education in Texas, career school or an Accredited out-of-state institution of higher education, in each case which qualifies as an eligible educational institution under Code Section 529.

“Enrollment Period” means the period established by the Board during which a Purchaser may enter into a Contract with the Board to purchase Tuition Units. The current Enrollment Period is September 1 through the end of February. For Beneficiaries who are newborn infants under one year of age at the time of enrollment, the initial Enrollment Period will be extended to September 1 through July 31. These Enrollment Periods will apply annually thereafter subject to change by the Board.

“First payment due date” means the date the first payment is due after enrolling in the Plan and establishing a new Contract. The First payment due date will be specified in the Contract, and shall initially be established as the immediately following May 1st after the end of the Enrollment Period. The First payment due date may be changed subsequently by the Board for future Enrollment Periods.

“General academic teaching institution” means a Texas public two-year or four-year college or university within the meaning assigned by Section 61.003, Education Code, except that the term does not include a public state college as defined in Section 61.003, Education Code.

“Good Order” means in the case of a Plan Application or other Plan form that the Application or form is completed in full, signed by appropriate authorized signatories, and accompanied by any required supplementary information and fees, if any.

“Lump sum” means purchasing a block of at least 25 Type I or 50 Type II or III Tuition Units and paying for the Tuition Units by making a one-time payment by the First payment due date.

“Market Value” as defined in the Rules means an amount equal to the total purchase price paid for any unused Tuition Units plus the portion of the total net earnings on assets of the Plan attributable to that amount (including any negative returns), less any outstanding fees imposed by the Plan. Market Value does not mean the then fair market value of tuition and school-wide required fees purchased. The total purchase price paid for unused Tuition Units does not include the Application fee.

“Maximum Texas Program Limit” means that the combined value of all Contracts and other Texas-administered 529 Plans for a particular Beneficiary may not exceed the overall limit, presently \$370,000 (subject to change).

“Member of the family” with respect to any Beneficiary, means a relative of the Beneficiary as defined under Section 529(e) (2) of the Code, as follows:

- (A) the spouse of such Beneficiary;
- (B) an individual who bears a relationship to such Beneficiary which is described in subparagraphs (A) through (G) of Section 152(d)(2) of the Code:
 - (1) A child of the Beneficiary or a descendant of a child.
 - (2) A brother, sister, stepbrother, or stepsister of the Beneficiary.
 - (3) The father or mother of the Beneficiary, or an ancestor of either.
 - (4) A stepfather or stepmother of the Beneficiary.
 - (5) A son or daughter of a brother or sister of the Beneficiary.
 - (6) A brother or sister of the father or mother of the Beneficiary.
 - (7) A son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, or sister-in-law of the Beneficiary.
- (C) the spouse of any individual described in subparagraph (B); and
- (D) any first cousin of the Beneficiary.

(For purposes of this definition, a legally adopted child of an individual shall be treated as the child of such individual by blood, and a half-brother or half-sister is treated as a brother or sister.)

“Paid-in-full” means that all the required payments for the Tuition Units and any assessed fees under the Contract have been received and processed.

“Pay-As-You-Go” means purchasing Tuition Units at the sales price in effect for that type of Tuition Unit on the day payment is received for the Tuition Unit by the Plan during regular business hours. Pay-As-You-Go is similar to Lump sum except that you can establish an account by purchasing only one Tuition Unit of any type and make ongoing payments in whatever frequency you choose without being obligated to pay for any additional Tuition Units, while Lump sum accounts require minimum block purchases and a one-time payment.

“Plan Manager” means a professional investment manager that is under contract with the Board to serve as a plan administrator and to invest the assets of the Plan on behalf of the Board.

“Prepaid Unit Maximum Amount” means that the highest number of Tuition Units of any type that may be purchased under the Plan for a particular Beneficiary may not exceed the equivalent value of 600 Type I Tuition Units even if the dollar amount of such Tuition Units is less than the Maximum Texas Program Limit.

“Prepayment” means payment of the balance due or a portion of the balance due under an installment plan Contract, ahead of the schedule provided in the Contract. A Prepayment may result in a credit toward any monies due to reflect that the Contract was paid off early. Prepayments may be applied to reduce the outstanding Contract balance, reduce the amount or number of monthly or annual payments, or make monthly or annual payments ahead of schedule, at the option of the Purchaser. In the absence of direction from the Purchaser, Prepayments will be applied to reduce the outstanding Contract balance.

“Private or independent institution of higher education,” “public junior college,” “public state college,” “public technical institute,” and “recognized accrediting agency” have the meanings assigned by Section 61.003, Education Code.

“Purchaser” means the person obligated to make payments under a Contract. Unless otherwise provided herein, the Purchaser will execute all Contract changes, conversions, transfers, redemptions, and terminations and refund requests. Any requests to change the Purchaser must be signed by the Purchaser and a Signature Guarantee must be obtained.

“Redemption” means the exchange of one or more Tuition Units to pay costs of tuition and school-wide required fees at an Eligible educational institution. Only the Purchaser can authorize Redemption of Tuition Units.

“Reduced Refund Value” means the lesser of:

- the amount paid by the Purchaser or other contributor to purchase any unused Tuition Units to be refunded under the Contract; or
- the amount paid by the Purchaser or other contributor to purchase any unused Tuition Units to be refunded under the Contract, plus or minus the portion of the total net earnings or losses on assets of the Plan attributable to that amount.

The Reduced Refund Value will not include any positive earnings, and can be less than the purchase price if there have been periods of negative returns on the Plan’s investments. Any outstanding fees imposed by the Plan would be subtracted from the amount payable. Reduced Refund Value does not include the non-refundable Application fee and does not include any state provided or procured matching contributions or any earnings on state provided or procured matching contributions.

“Refund Value” means an amount equal to the total purchase price of the unused Tuition Units to be refunded from the Contract, plus or minus adjusted annual net earnings or losses on the contributions made to the Contract to purchase the unused Tuition Units that are being refunded computed at an earnings rate set by the Board at a rate that is up to two percent (2%) less than the actual investment return for the Plan for each of the years the Contract is in effect and minus any outstanding fees imposed by the Plan. In no event shall the annual net earnings on the contributions ever exceed five percent (5%) annually. At any time, the Board may elect not to pay any earnings on the contributions, to preserve the actuarial soundness of the Plan. Any outstanding fees imposed by the Plan would be subtracted from the amount paid. Refund Value does not include the non-refundable Application fee or any state-provided or procured matching contributions or any earnings on \ state-provided or procured matching contributions. Any earnings will stop accruing on the business day that the refund is processed by the Plan Manager.

“Required fee” and “school-wide required fee” means a fee, other than a laboratory fee for a specific course, charged by a public or private institution of higher education to all students at the institution who are not exempt from the fee. For purposes of this definition, a fee is a required fee only to the extent that the fee meets the Plan’s definition of a required fee and is considered a qualified higher education expense under the Code. Required fees are generally those fees imposed on all students as a condition of enrollment. Required fees do not include fees such as equipment usage fees required for particular courses, fees related to major or year of study, advisor fees, orientation fees, deposits, charges for room and board, book costs, or any optional fees. The terms “required fees” and “school-wide required fees” have the same meaning and are used interchangeably throughout this document.

“Residency” means domicile within the state of Texas at the time the Purchaser enters into a Contract or at the time Beneficiary or Purchaser is changed. If the new Beneficiary is a nonresident of Texas, the Purchaser must be a Texas resident and the parent of the new Beneficiary. If the Purchaser is changed, and the Beneficiary is a nonresident of Texas, the new Purchaser must be a resident of Texas at the time of the transfer.

“Sales period” means the period from September 1 through August 31. Purchasers who establish a Contract during a specific Enrollment Period may purchase additional Tuition Units at the sales price in effect when the purchase is made.

“Successor Purchaser” means a person described in Section VIII.C.2 who succeeds to the ownership of a Contract.

“Texas public four-year colleges and universities” has the meaning stated for General academic teaching institution. Those terms are used interchangeably throughout this document.

“Texas public two-year colleges and public technical institutes” has the meaning stated for Two-year institution of higher education. Those terms are used interchangeably throughout this document.

“Three-Year Holding Period” means the period of time that must transpire before a Purchaser may redeem a Tuition Unit to pay for tuition and required fees at an Eligible educational institution. The First payment due date establishes the start of the Three-Year Holding Period for Tuition Units purchased under an installment plan and Pay-As-You-Go plan. Additionally, for Pay-As-You-Go plans, each subsequent purchase starts a new Three-Year Holding Period, for that purchase amount, based on the receipt date of that purchase. The First payment due date may be changed subsequently by the Board for future Enrollment Periods.

“Transfer Value” means the value of the Contract at the time of transfer to a career school, out-of-state college or university, Texas private college or university, or to another qualified tuition plan that is the lesser of:

- (1) an amount equal to the cost, at the time of the transfer, of the tuition and required fees that would be covered by redemption of the number and type of Tuition Units to be transferred from the Contract (but not including any Tuition Units resulting from any state-provided or procured matching funds) if the Beneficiary were redeeming the Tuition Units at a General academic teaching institution or two-year institution of higher education as follows:

- (A) for a Type I Tuition Unit, at the Texas public four-year college or university that had the highest tuition and required fee cost;
- (B) for a Type II Tuition Unit, at the Texas public four-year college or university that had tuition and required fee cost at the Weighted Average; and
- (C) for a Type III Tuition Unit, at the Texas public two-year college or public technical institute that had tuition and required fee cost at the Weighted Average;

OR

- (2) an amount equal to the total purchase price paid for any unused Tuition Units, plus or minus the portion of the total net earnings or losses on assets of the Plan attributable to that amount, but not including any state provided or procured matching contributions or any earnings on such contributions (Market Value).

The term Transfer Value is used throughout this document. Transfer Value refers to transfers to another 529 plan or the payment of tuition and required fees at eligible career schools, Texas private colleges or out-of-state colleges.

Transfer Value does not include the Application fee and does not include any state provided or procured matching contributions or any earnings on state provided or procured matching contributions. Any outstanding fees imposed by the Plan would be subtracted from the amount payable. Any net earnings will stop accruing on the business day that the transfer request is processed by the Plan Manager.

“Tuition” means the charges imposed by a General academic teaching institution, two-year institution of higher education, Private or independent institution of higher education in Texas, career school or Accredited out-of-state institution of higher education, on undergraduates as a condition of enrollment, which are identified by such institution as tuition.

“Tuition Unit” (or “Unit”) means any of the three types of Units offered by the Plan based on a different cost of undergraduate resident tuition and school-wide required fees at public institutions of higher education within the state of Texas. Tuition Unit sales prices for each unit type are set

annually by the Board for the next Enrollment Period, and those prices are effective for Tuition Units purchased in the Sales period.

“Two-year institution of higher education” means a public junior college, a public state college, or a public technical institute as defined in Section 61.003, Education Code.

“Weighted Average” with respect to tuition and required fees means:

- (1) For Type II Tuition Units, a Weighted Average cost for undergraduate resident tuition and school-wide required fees of Texas public four-year colleges or universities for the applicable academic year, computed by the method specified in the Education Code (Section 54.753(e)); and
- (2) For Type III Tuition Units, a Weighted Average cost for undergraduate resident tuition and required fees charged to residents of the taxing jurisdiction of all Texas two-year institutions of higher education for the applicable academic year, computed by the method specified in the Education Code (Section 54.753(f)).

Article III—Participation in the Plan

1. When applying to participate in the Plan, a Purchaser will need to provide on the Application or online enrollment form:
 - (a) the name, address, and Social Security number or Tax Identification number of the Purchaser;
 - (b) the name, date of birth and Social Security number of the Beneficiary (Social Security numbers for Newborns must be provided within 90 days of the First payment due date or the Contract will be cancelled);
 - (c) the date the Beneficiary is expected to graduate from high school will be determined by the Plan based on the Beneficiary’s age or current grade as stated on the Application;
 - (d) a certification indicating that the Purchaser is eligible to enroll in the Plan because either the Beneficiary is a resident of this state or the Purchaser of the Contract is a resident of this state and the parent of the Beneficiary;
 - (e) the type and number of Tuition Units to be purchased (the number of Tuition Units being unnecessary under a Pay-as-You-Go option);
 - (f) an Application fee then in effect if this is the first Contract established for the Beneficiary by the Purchaser;
 - (g) the payment option to be used by the Purchaser to pay for the Contract.
2. The Purchaser will also be asked to provide the following information which is requested for statistical purposes. Individual responses will be kept confidential, but the overall data will be used for program evaluation:
 - (a) the annual gross household income of the Purchaser;
 - (b) how the Purchaser learned about the program;
 - (c) whether the Purchaser owns other 529 plans;
 - (d) the highest educational level achieved by the Purchaser; and
 - (e) the race or ethnicity of the Beneficiary.
3. At the time the Contract is established by the Purchaser or at the time a new Beneficiary is designated, a Beneficiary must be:
 - (a) a resident of Texas; or
 - (b) a nonresident whose parent is a resident of this state and the Purchaser of the Contract.
4. A Purchaser may purchase Contracts to pay all or a portion of a Beneficiary’s undergraduate tuition and school-wide required fees at a General academic teaching institution, two-year institution of higher education, Private or independent institution of higher education in Texas, career school, or Accredited out-of-state institution of higher education by purchasing one or more Tuition Units (and may purchase all one type of Tuition Units or a combination of two or three types of Tuition Units), as described below, at the applicable sales price established by the Board for that type of Tuition Unit for the Sales period in which the Tuition Unit is purchased. The portion of the tuition and required fees covered by a Contract depends on the number and type of Tuition Units purchased and the Eligible educational institution chosen by the Beneficiary.
5. Separate accounting records are maintained for each Contract that track payments, fees paid and/or charged, and benefits and/ or rollovers, terminations or cancellations, refunds paid.

The Purchaser will receive a single statement reflecting all Contracts involving the same Purchaser and Beneficiary.
6. It is the Purchaser’s sole responsibility to maintain current account information and to promptly notify the Plan of any change of address for the Purchaser, Successor Purchaser, or Beneficiary.

Article IV—Contract Benefits

1. The portion of the Beneficiary’s undergraduate tuition and required fees for which a Tuition Unit may be redeemed (its “assigned value”) is assigned to the Tuition Unit at the time of redemption.
2. The assigned value of a Tuition Unit, when used to pay tuition and required fees, is equal to one percent (1%) of the amount necessary for the academic year in which the Tuition Unit is redeemed to pay the applicable cost of undergraduate resident tuition and required fees for one academic year consisting of 30 semester credit hours assuming 15 credit hours per semester.

The applicable cost of each type of Unit is determined as follows:

- (a) Type I—the applicable cost is undergraduate resident tuition and required fees at the most expensive four-year Texas public college or university.
- (b) Type II—the applicable cost is the Weighted Average undergraduate resident tuition and required fees charged by four-year public colleges and universities in Texas.
- (c) Type III—the applicable cost is the Weighted Average undergraduate resident tuition and required fees of two-year institutions of higher education charged to residents of the taxing jurisdiction of the two-year college, disregarding any portion of the tuition charged by a public junior college to a resident of this state who does not reside within the taxing jurisdiction of the junior college.

Any portion of tuition and required fees that is not covered by the redemption of Tuition Units must be paid at the school’s then-current Tuition rate based on the then-current residency status of the Beneficiary.

3. All types of Tuition Units can be used at any Texas public college or university or converted to the Transfer Value for use at eligible career schools, Texas private colleges and universities or out-of-state colleges or universities. Please visit www.texastuitionpromisefund.com to determine the number of Tuition Units required for redemption at four-year and two-year Texas public schools.

4. Each year, the Board will establish the sales price at which each type of Tuition Unit may be purchased prior to the next Enrollment Period. The Purchaser may upgrade or downgrade a Contract in accordance with the provisions of this Master Agreement and the Rules.
5. The Purchaser may elect to pay from another source the Beneficiary’s tuition and required fees for some or all of the semester credit hours to which he or she is entitled to payment under the Contract and to defer the right to benefits under the Contract to a subsequent semester or term. This does not affect the date on which a Contract automatically terminates, and the Purchaser does not retain the right to payment of benefits under the Contract after termination. Tuition Unit redemption is based on the amount of tuition and required fees authorized by the Purchaser to pay to the Eligible educational institution.

Article V—Payments

1. Payments of amounts due under a Contract shall be made by check, money order, Automated Clearing House (“ACH”) payment (electronic funds transfer or automatic bank draft), or payroll deduction. Cash should not be sent to the Plan. Payments may not be made by credit card. A person may not make a payment to the Plan to the extent that any such payment would exceed the Maximum Texas Program Limit or the Prepaid Unit Maximum Amount for a particular Beneficiary.
2. The Board may prescribe other limits to the amount of tuition and required fees payable under any Contract.
3. Minimum Initial Payments. The Board has established the following minimum payments that must be made in order to establish a Contract:
 - (a) Pay-As-You-Go. For Contracts being established through Pay-As-You-Go option, the initial minimum purchase is one (1) Tuition Unit of any type. Additional Tuition Units may be added to an existing Contract by periodic Pay-As-You-Go purchases of a minimum of \$15.
 - (b) Installment Plans or Lump Sum Payments.
 - (1) Type I Tuition Units. To establish an installment plan or to make a Lump sum payment for Type I Tuition Units, the initial minimum purchase is 25 Tuition Units. Additional Tuition Units or fractional Tuition Units beyond the initial purchase under an installment plan or Lump sum

plan may be purchased by establishing a Pay-As-You-Go Contract for the Beneficiary by purchasing at least one Tuition Unit of any type and subsequent purchases of a minimum of \$15. Under a Pay-As-You-Go Contract the Purchaser does not have to wait until a new Enrollment Period to add Tuition Units. Additional units can be added at the then-current sales price in effect when the payment is received by the Plan during any Sales period.

- (2) Type II and Type III Tuition Units. To establish an installment plan or to make a Lump sum payment for Type II or Type III Tuition Units, the initial minimum purchase is 50 Tuition Units. Additional Tuition Units or fractional Tuition Units beyond the initial purchase under an installment plan or Lump sum plan may be purchased by establishing a Pay-As-You-Go Contract for the Beneficiary by purchasing at least one Tuition Unit of any type and subsequent purchases of a minimum of \$15. Under a Pay-As-You-Go Contract, the Purchaser does not have to wait until a new Enrollment Period to add Tuition Units. Additional units can be added at the then-current sales price based on the date payment is received by the Plan during any Sales period.

4. Installment Plan Payments. Payments are due in the amounts and on the dates specified by the Plan Manager. The First payment due date for a newly enrolled Purchaser is May 1, or as may be established by the Board for subsequent Enrollment Periods except for newborns who may enroll September 1st through July 31st. Payments for newborns will be due approximately 60-90 days after the Application is processed.

- (a) Monthly installment plans are available for 5 years or 10 years, or the number and amount of payments may be calculated based on the number of years until the Beneficiary's expected date of high school graduation. Annual installment plans are available for 5 years or 10 years, or the number and amount of payments may be calculated based on the number of years until the Beneficiary's expected date of high school graduation. Installment plan payments are fixed and will never increase unless you change your Beneficiary to a new Beneficiary of a different age or make a Prepayment.

- (b) Monthly installment plan payments shall be due on the 1st of each month. Annual installment plan payments shall be due on the 1st of May each year.
- (c) Installment plan payments shall include an implied interest component at a rate set by the Board.
- (d) Under an installment plan, the basic Tuition Unit price will not change over the life of the installment plan, unless the Contract is later amended. The Tuition Unit sales price for new purchases under installment plans to be entered into during later Enrollment Periods will be adjusted by the Board to reflect the then-current Tuition Unit sales price and an updated interest component at a rate applicable to the purchases under the new installment plan.
- (e) Contracts with an installment plan, either monthly or annual, must be paid in full prior to redemption of any Units purchased under the installment plan.
- (f) If a Purchaser defaults on his or her Lump sum or installment plan payment obligations, the Purchaser's installment plan or Lump sum plan will be converted to a Pay-As-You-Go Contract.

5. A Purchaser may initially establish both an installment plan Contract and a Pay-As-You-Go Contract under separate Contracts when enrolling in the Plan but the Contract transactions will be tracked separately.

6. To maintain the actuarial soundness of the Plan, the Board imposes a one-time Application fee with the Application when enrolling in the Plan and opening a new Contract. This fee is imposed only once for all Contracts established by the same Purchaser for the same Beneficiary.

7. Prepayment. If a Purchaser pays off an installment plan ahead of the schedule outlined in the Contract, there will be no prepayment penalty imposed. Prepayments, or early payments, at the Purchaser's option, may be credited to a Contract in one of three ways:

- (a) reduce the outstanding contract balance;
- (b) reduce the amount or number of monthly payments, or

- (c) early fulfillment of an obligation to make a monthly payment.

In the absence of direction from the Purchaser, Prepayments will be applied to reduce the outstanding Contract balance.

- 8. A Purchaser may make payments under a Prepaid Tuition Contract by payroll deductions made through their employer. A Purchaser electing to make payments under a Contract by payroll deduction must specify to make regular recurring Pay-As-You-Go purchases or payments under an installment plan. Both the Purchaser and employer must complete and submit forms to establish payroll deduction. Forms are available on our website at www.texastuitionpromisefund.com.

Article VI—Redemption of Contract Benefits

- 1. The Purchaser must redeem Contract benefits by the 10th anniversary of the date the Beneficiary is projected to graduate from high school. Failure by the Purchaser to redeem all Contract benefits by the specified 10-year anniversary will result in automatic termination of the Contract. Any time spent by the Beneficiary in active U.S. military service is added to the 10-year limit to extend the time period in which benefits can be used. See Article VII for more details regarding termination of benefits.
- 2. To redeem Contract benefits, the Board must first be advised of the Eligible educational institution the Beneficiary will attend. The Board shall then require information from the Purchaser authorizing redemption of Tuition Units in a format designated by the Board. Redemption authorization must be completed by the Purchaser either online through the Purchaser Sign-In portal or visiting www.texastuitionpromisefund.com.
- 3. Upon receipt of all the documentation required by the Board, the Comptroller will arrange for the appropriate amount of payments to the institution based on the number and Type of Tuition Units that are being redeemed in accordance with Section 54.765, Education Code.
 - (a) Enrollment at a Texas Public Institution of Higher Education. A Purchaser will need to redeem the following number of Tuition Units to cover the entire cost of undergraduate resident tuition and school-wide required fees for one academic year at a Texas public institution of higher education consisting of 30 semester credit hours (assuming two 15 hour semesters):

- (1) For a Beneficiary attending the four-year Texas public college or university with the highest tuition and required fee costs, a Purchaser will need to redeem 100 Type I Tuition Units (or a dollar value equivalent of Type II or III Tuition Units). All other public colleges in Texas will require less than 100 Type I Tuition Units for an academic year consisting of 30 semester credit hours.

- (2) For a Beneficiary attending a four-year Texas public college or university with the applicable tuition and required fee costs at the Weighted Average, a Purchaser will need to redeem 100 Type II Tuition Units (or a dollar value equivalent of Type I or III Tuition Units). If the cost at the Beneficiary’s school is higher than the Weighted Average, the Purchaser will have to pay the difference either by redeeming more Units or through alternative payment methods. If the cost is lower, the unused Tuition Units will remain in the Contract.

- (3) For a Beneficiary attending a two-year institution of higher education with the applicable tuition and required fee cost for a resident of the taxing jurisdiction of the two-year college at the Weighted Average, a Purchaser will need to redeem 100 Type III Tuition Units (or a dollar value equivalent of Type I or II Tuition Units). If the cost at the Beneficiary’s school is higher than the Weighted Average, the Purchaser will have to pay the difference either by redeeming more Tuition Units or through alternative payment methods. If the cost is lower, the unused Tuition Units will remain in the Contract.

- (b) Enrollment at a career school or private or out-of-state institution. If a Beneficiary attends an eligible career school, Texas private college or out-of-state college, the Purchaser can apply the Transfer Value towards the cost of tuition and required fees.

- 4. To the extent that the actual total cost of a Beneficiary’s tuition and required fees at an Eligible educational institution is higher than the amount authorized to be paid using 100 Tuition Units that are expected to be needed in one academic year consisting of 30 semester credit hours assuming 15 hours each semester, the Purchaser or Beneficiary will need to pay the difference either by redeeming more than

100 Tuition Units of the type or combination of types of Tuition Units in order to pay the total cost, or through alternative funding methods.

5. If the Purchaser redeems fewer Tuition Units of the type or combination of types necessary to pay the total cost of the Beneficiary's tuition and required fees at the Beneficiary's chosen Eligible educational institution, the Purchaser or Beneficiary is responsible for paying the difference between the amount of tuition and required fees paid by redemption of the Tuition Units and the total cost of the Beneficiary's tuition and required fees at the institution.

6. A Purchaser may not redeem a Tuition Unit until the Three-Year Holding Period requirement has been met. If some, but not all, of the Pay-As-You-Go Tuition Units in a Contract satisfy the Three-Year Holding Period requirement, the Purchaser may redeem only those Tuition Units that satisfy the Three-Year Holding Period requirement. The Purchaser may redeem the remaining Tuition Units once those Tuition Units have met the Three-Year Holding Period. The Purchaser can view account information, including Tuition Units that have or have not met the Three-Year Holding Period online at www.texastuitionpromisefund.com.

7. A Purchaser may redeem fractional Tuition Units that have met the Three-Year Holding Period as needed to pay the cost of the Beneficiary's tuition and required fees at an Eligible educational institution.

8. A Purchaser may upgrade or downgrade a Contract as follows:

(a) Upgrade. An upgrade is defined as adding additional Tuition Units to the Contract beyond the Tuition Units specified in the original Contract.

- Purchases of additional Tuition Units can be added to an existing Pay-As-You-Go Contract at any time. Additional Tuition Units purchased will be at the sales price in effect at the time payment is received. Additionally, a new Three-Year Holding Period based on the receipt date of purchase will apply to each subsequent purchase. A new installment Contract may be added to an existing Pay-As-You-Go Contract, but may only be opened during an Enrollment Period and will be tracked separately for purpose of the Three-Year Holding Period.

- Purchase of additional Tuition Units can be added to an existing Lump sum Contract at any time. When you add Pay-As-You-Go Tuition Units to a Lump sum Contract, your Contract will be considered a Pay-As-You-Go Contract. Additional Pay-As-You-Go Tuition Units may be purchased at the sales price in effect at the time the payment is received by the Plan. The Three-Year Holding Period of the additional Pay-As-You-Go Tuition Units will be based on the date each additional unit is purchased. A new installment Contract may be added to an existing Lump sum Contract, but may only be opened during an Enrollment Period and will be tracked separately for purpose of the Three-Year Holding Period.

- Purchase of additional Tuition Units can be added to an existing installment plan Contract at the same sales price during that Sales period. Additional Pay-As-You-Go or Lump sum Tuition Units may be added in later Sales period at the then-current Tuition Unit sales price by opening a new Contract. These additional Tuition Units will be tracked separately for the purpose of the Three-Year Holding Period. A new installment Contract may be added in later Sales periods at the then-current Tuition Unit sales price and an updated interest component, but may only be opened during an Enrollment Period and will be tracked separately for purpose of the Three-Year Holding Period.

(b) Downgrade. An installment plan Contract may be downgraded at any time without terminating the Contract. A downgrade is defined as agreeing to purchase fewer or a less expensive type of Tuition Unit than originally specified in the original Contract. Payment amounts will be re-calculated based on the downgrade.

(c) Changing the payment timeframe. The payment timeframe of an existing installment plan Contract may be extended by amendment. Payment amounts will be re-calculated based on the change in the payment timeframe.

Article VII—Termination, Expiration and Refunds

A. Termination

1. Except as otherwise specifically provided herein, only the Purchaser of a Contract may terminate the Contract or receive a refund. See “Refunds” below for details on how a Purchaser’s refund amount is calculated.
2. If the Board determines that the Purchaser or the Beneficiary has made any material misrepresentation, including with respect to residency, age or other information, on the Application or in communications with the Board regarding the Plan, the Contract may be terminated by the Board. If the Contract is so terminated, the Purchaser may be entitled to apply for a refund of the Reduced Refund Value of the Contract in accordance with the provisions of this Master Agreement.
3. The Board may also terminate a Contract for:
 - (a) Failure to pay any amounts due under the Contract after the expiration of the following grace periods:
 - (1) For a newly established Contract, if no payment is received within 90 days of the First payment due date, the Contract is in default and will be cancelled.
 - (2) After initial payment is received, failure to make a payment within 30, 60, or 90 days after the next due date will lead to a delinquency notice from the Plan Manager and an assessment of a late fee in each instance. Failure to make timely payment constitutes a default.
 - (3) If an uncured default on an installment or Lump sum plan extends past 90 days, the Plan Manager may send a default notice to the Purchaser that the Contract will be converted to Pay-As-You-Go plan in 30 days if the default is not properly cured by the Purchaser. A Purchaser may cure a default if, within 120 days of the payment default date, the Purchaser pays all delinquent amounts and fees due by the deadline specified by the Board.

- (4) If a default under an installment or Lump sum plan is not cured within 120 days after default, the Plan will automatically convert to a Pay-As-You-Go plan reflecting the number of Tuition Units already paid in full in a manner determined by the Board at the time of conversion, less any outstanding fees.
- (5) Failure to make timely payments under an installment or Lump sum plan for six months, consecutive or non-consecutive, out of 12 months may also result in termination and conversion to a Pay-As-You-Go Contract.
 - (b) Failure of the Purchaser to provide a valid Social Security number or other applicable tax identification number for the Purchaser or Beneficiary within 90 days from the First payment due date.
4. Termination by Purchaser. A Purchaser seeking to cancel his or her Contract may do so upon submission of a proper written request.
5. Plan Termination. The Texas state government may terminate the Plan if the program is financially infeasible. A Contract remains in effect after the Plan is terminated if, when the Plan is terminated, the Beneficiary:
 - (a) has been accepted by or is enrolled in an Eligible educational institution; or
 - (b) is projected to graduate from high school no later than the third anniversary of the date the Plan is terminated.

Except as provided in subsections (a) and (b), a Contract terminates when the Plan is terminated.

B. Expiration

A Contract automatically expires on the tenth anniversary of the date the Beneficiary is projected to graduate from high school. In accordance with the Rules, any time spent by a Beneficiary as an active duty member of the United States Armed Services will be added to the 10-year period within which a Beneficiary must utilize his/her benefits. Additionally, if a Contract is automatically terminated, the Plan Manager will make a reasonable effort to locate the Purchaser to process a refund. Monies awaiting refund will remain in the Plan to support the actuarial soundness of the Plan. Once a Contract has expired, the Contract will no longer accrue further net earnings as of the expiration date.

C. Refunds

1. The Board shall determine any refunds to a Purchaser in accordance with the definitions in Article II above.
2. A Purchaser is entitled to a refund as provided below:
 - (a) Refunds shall be made only to the Purchaser;
 - (b) Voluntary Withdrawal of Student Status, Expulsion, or Dropped Classes. There will be no adjustment to your Contract after the Plan has paid an invoice to the Eligible educational institution on your behalf. Any refund under these circumstances will be between the Beneficiary and the Eligible educational institution.
 - (c) Upon Beneficiary's Death; Disability; Receipt of Scholarship or Admission to a U.S. Military Academy. The Purchaser may elect to change the Beneficiary or apply for a refund of the Refund Value of the Contract (less any fees due and payable to the Plan under the Board's schedule, if any). The non-refundable Application fee will be retained by the Plan. Proof of death, disability, scholarship or admission to a U.S. military academy shall be in a form acceptable to the Board.
 - (d) A Purchaser may request a refund of the Refund Value of Tuition Units that have met the Three-Year Holding Period requirement, or a refund of the Reduced Refund Value for Tuition Units that have not met the Three-Year Holding Period requirement

(less fees due and payable to the Plan under the Contract, if any). The Application fee will be retained by the Plan.

- (f) Misrepresentation; Failure to Provide Required Information; Default. A Purchaser whose Contract is terminated due to misrepresentation or failure to provide information required on the Application or due to default, may be issued a refund of the Reduced Refund Value of the Contract (less fees due and payable to the Plan under the Contract, if any). The non-refundable Application fee will be retained by the Plan.
- (g) Expiration. Upon the automatic termination of a Contract due to surpassing the 10-year anniversary of the Beneficiary's expected date of graduation from high school, the Tuition Units will expire and the Purchaser may be issued a refund of the Refund Value (less any fees due and payable to the Plan under the Contract). However, the Refund Value will be limited to include only net earnings that have accrued up until the date the Contract was automatically terminated. The non-refundable Application fee will be retained by the Plan. In accordance with the Rules, any time spent by a Beneficiary as an active duty member of the United States Armed Services will be added to the 10-year period within which a Beneficiary must utilize his/her benefits.
3. Newly established contracts can be cancelled for a refund of the amount paid, minus the Application fee, at any time before the end of the Enrollment Period in which the Application was made. No plan earnings will be paid on Contracts established during an Enrollment Period and cancelled before the May 1 that immediately follows the Enrollment Period in which the Application was made.
4. Timing of Refund Payments. A refund may typically be made within 7-10 days after receiving a properly completed and signed request for refund from the Purchaser on a Cancellation Form available at www.texastuitionpromisefund.com or by calling 1.800.445.4723, option #5, along with any supporting documentation required by the Board.

5. Notwithstanding any other provision of this section, the Purchaser may designate in the Contract a Successor Purchaser who shall have a right of survivorship with respect to Purchaser's rights under a Contract. This designation shall in no way affect the Purchaser's ability to modify or terminate the Contract and receive a refund without the consent or authorization of the Successor Purchaser. The Purchaser may change the Successor Purchaser designation at any time by properly completing and submitting to the Plan Manager an Account Maintenance form. The Purchaser shall provide any other information requested by the Board in support of the designation. It is the Purchaser's responsibility to provide the Plan Manager with current information for survivorship rights.
6. The number of Purchaser-initiated refunds be limited to two (2) in a rolling 12-month period.

Article VIII—Change of Beneficiary, Assignment, Transfers and Ownership

A. Change of Beneficiary

1. Provided the Contract has not been terminated, the Purchaser of a Contract may designate a new Beneficiary so long as the Purchaser submits a properly signed request form approved by the Board and so long as the new Beneficiary meets the requirements of a qualified Beneficiary on the date the designation is changed. The new Beneficiary must be a Member of the family of the existing Beneficiary as defined in Section 529 of the Internal Revenue Code, and the new Beneficiary must be either a resident of Texas on the date of the designation or be the child of the Purchaser who is a resident of Texas on the date of designation. If the new Beneficiary is of a younger generation than the original Beneficiary, there may be gift tax implications; the Purchaser should consult with his or her tax advisor.
2. The Purchaser may be required to submit evidence establishing the relationship between the original and new Beneficiaries.
3. The Board may adjust the Contract so that the Purchaser is required to pay the amount the Purchaser would have been required to pay had the Purchaser originally designated the

new Beneficiary as the original Beneficiary, taking into account any payments made before the date the designation is changed. Amounts paid before the Beneficiary is changed shall be credited against amounts due at the time of change.

- (a) If the amount due at the time of change is less than the amount paid prior to the change, such amount shall be credited against other amounts due through the term of the Contract with the new Beneficiary.
- (b) If the amount paid prior to the change exceeds the amounts due through the term of the Contract, the amount in excess of the amounts due shall be refunded to the Purchaser.

4. If there is a change of Beneficiary, the 10-year anniversary period is calculated based on the projected high school graduation date of the new Beneficiary, as determined by the Change of Beneficiary Form or the Account Maintenance Form.
5. The Purchaser of a Contract may not sell the Contract.
6. The Board may require that the Purchaser Application Form, and/or requests for a change of Beneficiary, conversion of a Contract to another covered plan, termination of a Contract, and such other acts as the Board may designate from time to time, be verified under oath.

B. Assignment

Except as specifically provided in this Master Agreement, the Purchaser may not assign or transfer the Contract, nor any interest, rights, or benefits in it. Neither the Purchaser nor the Beneficiary may use any interest in the Contract as security for a loan.

C. Transfers

1. A Purchaser may transfer the Transfer Value of Tuition Units between a Contract and an account or Contract under another plan established by the state of Texas or by another state or other authorized entity in accordance with Section 529, to the

extent and in the manner authorized by Section 529. The value of the Contract at the time of transfer is the Transfer Value less any fees due and payable under the Contract. To apply for a transfer, the Purchaser shall complete and submit a Rollover Form. Upon request by the Board, Plan Manager, or other designee, the Purchaser shall provide any additional information necessary to properly effectuate the transfer. A transfer may typically be made within 7-10 business days after receiving the required forms and information.

D. Ownership

1. The Purchaser may not sell the Contract; however, the Purchaser may transfer ownership of a Contract to another eligible Purchaser, provided that the transfer is accomplished without consideration (except as part of a transaction in which the transferee of the Contract is assuming the transferor's obligation to a third party to pay the Beneficiary's tuition and school-wide required fees). If the Beneficiary is a nonresident of Texas, the new Purchaser must be the parent of the Beneficiary and must be a resident of Texas at the time of the transfer. All requests for substitution of a Purchaser must be submitted at www.texas tuition promise fund.com or by calling 1.800.445.4723, option #5.
2. The Purchaser is the owner of the Contract to which the Purchaser's Contract payments are assigned. A Contract may have only one Purchaser as owner.
3. A Purchaser of a Contract who is also the custodian of a Uniform Gifts to Minors Act ("UGMA") account or a Uniform Transfers to Minors Act ("UTMA") account may transfer ownership of the Contract to the UGMA/UTMA Beneficiary in accordance with applicable law.
4. The Beneficiary shall have no right to exercise any right or privilege, or enforce any remedy, held by the Purchaser with respect to the Contract and no right to contest the Purchaser's decisions to exercise any such right or privilege or enforce any such remedy. The Purchaser may exercise such rights and privileges and enforce such remedies in his or her sole discretion.

Article IX—Fees

A Purchaser may be charged fees in amounts to be determined by the Board for the following:

- (a) At the time of the establishment of the Contract to which a Purchaser's Contract money is assigned, the Board may impose a non-refundable Application fee at a cost set annually by the Board not to exceed \$25. The Application fee is assessed only once for a Contract established for the same Purchaser and Beneficiary, regardless of the number of Contract upgrades, new Contracts, or payment plans later established by the Purchaser for that same Beneficiary. The Application fee will be used directly in maintaining the actuarial soundness of the Plan as required by Section 54.770, Education Code.
- (b) The Plan may also charge fees for late payment or returned payments. Any outstanding fees due to the Plan at Contract termination or cancellation will be deducted from the refund amount.

Article X—Tax Issues

The Purchaser understands and acknowledges: (i) that any tax and legal information in the Plan Description is merely a summary of the Board's understanding and interpretation of some of the current applicable tax rules and guidance and is not exhaustive; (ii) that Purchasers and other contributors must consult their tax advisors or legal counsel for advice and information concerning their particular situations; and (iii) that the Plan, the Board, the Plan Manager and any of their respective representatives may not give legal, financial or tax advice to Purchasers, whether in the Plan Description or otherwise.

Article XI—Accuracy of Information

The Board and Plan Manager have used reasonable efforts to ensure that the information on its Website and in the Pricing Schedule is obtained from reliable sources and is accurate; however, the Board, Plan Manager, and their respective affiliated parties, officials, directors, officers, agents, and employees shall not have any liability to the Purchaser, Beneficiary or any other person as a result of any inaccurate or incomplete information.

Article XII—Miscellaneous Provisions

1. All notices, changes, options, and elections proposed by a Purchaser under the Contract must be in writing, signed by the Purchaser, and received by the Board in a format approved by the Board. The Board is not responsible for the accuracy of such documentation. If acceptable to the Board, any

notices, changes, options, and elections relating to the Beneficiary will take effect as of the date the notice is received by the Board or its designee, unless the Board agrees otherwise. The Purchaser understands and acknowledges that Plan provisions may be amended by the Board from time to time if the Board determines it is in the Plan's best interests. The Board shall promptly notify the Purchaser of such amendments, and the Purchaser agrees to be bound thereby unless the Purchaser promptly notifies the Board of his or her intent to terminate the Contract within sixty (60) days of the Plan's written notification of the amendment. If a Contract is terminated within that sixty (60) day period, the refund amount due to the Purchaser of that Contract shall be either the Refund Value or Reduced Refund Value, as described in Article II above, depending on whether the Tuition Units have met the Three-Year Holding Period requirement.

2. All factual determinations regarding a Purchaser's or Beneficiary's residency, calculations of Refund, Reduced Refund, or Transfer Values, assessment of fees, and any other factual determinations regarding the Contract will be at the sole discretion of the Board.
3. The Contract will be construed in accordance with the laws of the state of Texas. Venue for any action arising from or relating to the Plan or the Contract purchased hereunder shall be in the state district courts of Travis County, Texas.
4. In the event that any clause or portion of the Contract is found to be invalid or unenforceable by a court of competent jurisdiction, that clause or portion will be severed from the Contract and the remainder of the Contract will continue in full force and effect as if such clause or portion had never been included.
5. The Purchaser understands that the Contract shall become effective upon the Board's receipt of the completed Application in Good Order and receipt of the first payment and Application fee, if applicable.
6. The Purchaser understands and acknowledges that any claim by the Purchaser or a Beneficiary against the Board, the Plan Manager, and their respective affiliated parties, officials, directors, officers, agents, and employees pursuant to the Contract will be made solely against the assets of the Plan. The Purchaser understands and acknowledges that the obligations of the Plan under each Contract are limited obligations payable only from monies received from Purchasers and net earnings of the Plan, and no recourse shall be had by the Purchaser, Successor Purchaser, or

Beneficiary against the Board, the Plan Manager, and their respective affiliated parties, officials, directors, officers, agents, and employees, or against the state of Texas in connection with any obligation arising out of any Contract.

7. The Purchaser further understands that if the Board determines that the Plan is financially infeasible, the Comptroller shall notify the Governor and the Texas Legislature and recommend that the Plan be modified or terminated.
8. The failure to enforce or any delay in enforcement of any privileges, rights, defenses, remedies, or immunities available to the Board under this Master Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered a basis for estoppel.

Article XIII—Complaint and Dispute Resolution

- A. **Complaint Resolution Process**—Complaints against the Board, the Comptroller, and the Texas state government. Should a dispute arise out of this Contract, the Purchaser should first contact the Plan Manager to attempt resolution. The Purchaser and Plan Manager shall first attempt to resolve it through direct discussions in a spirit of mutual cooperation. If these attempts are unsuccessful, then the Purchaser agrees to follow the complaint resolution procedures of the Board.

Consent to sue from the Legislature under Chapter 107, Civ. Prac. and Rem. Code is required before any suit or proceeding may be filed against the Board, the Comptroller, and/or the Texas state government. Neither the execution of this Contract by the Board nor any other conduct of any representative of the Board relating to this Contract shall be considered a waiver of sovereign immunity to suit or any other applicable immunity.

- B. **Complaint Resolution Process**—complaints against the Plan Manager. The parties hereby establish the following out-of-court alternate dispute resolution procedure to be followed in the event of certain controversies or disputes involving your Contract or this Master Agreement that may arise between (a) you and/or your Beneficiary and (b) the Plan Manager or its parent and affiliates, and their respective officers, directors, employees and agents (collectively, the "Plan Parties").

If a dispute develops between you and/or your Beneficiary and the Plan Parties related to your Contract transactions or other administrative

matters involving your Contract then you and/or your Beneficiary and the Plan Parties will submit to non-binding mediation to address the dispute. You and/or your Beneficiary and the Plan Parties will mutually determine the location, date, duration, and process for any such mediation effort and be bound by the terms and conditions as set forth in any settlement agreement that is executed following the mediation. You and/or your Beneficiary and the Plan Parties shall share the cost of the dispute resolution process equally, although personal attorneys and witnesses or specialists are the direct responsibility of each party and their fees and expenses shall be the responsibility of the individual parties.

Adjudication of any controversies between you and/or your Beneficiary and the Plan Parties that cannot be resolved through the mediation process described above shall be in a court of law.

Some controversies between you and/or your Beneficiary and the Plan Parties may involve claims that are owned by the Plan and the Board and can only be brought by the Board. This provision is not intended to cover such claims.

Only the purchaser may direct rollovers, Contract changes, withdrawals, redemptions, and changes in the Beneficiary, Purchaser or Successor Purchaser. Participation in the Texas Tuition Promise Fund does not guarantee admission to any college or university.

The Texas Tuition Promise Fund® is established and maintained by the Texas Prepaid Higher Education Tuition Board. NorthStar Financial Services Group, LLC (“NorthStar”) is the plan manager and the Texas Tuition Promise Fund is distributed by Northern Lights Distributors, LLC and administered by Gemini Fund Services, LLC. Northern Lights Distributors, LLC and Gemini Fund Services, LLC are not affiliated with NorthStar Financial Services Group, LLC. Some states offer favorable tax treatment to their residents only if they invest in the state’s own 529 plan. Non-residents of Texas should consider whether their state offers its residents a 529 plan with alternative tax advantages and should consult their tax advisor. The Contracts are not deposits or other obligations of any depository institution. Neither a Contract nor any return paid with a refund is insured or guaranteed by the FDIC, the state of Texas, the Texas Prepaid Higher Education Tuition Board, any other state or federal governmental agency or NorthStar or its affiliates. The Contracts have not been registered with the U.S. Securities and Exchange Commission or with any state securities commission.

Purchasers should carefully consider the risks, administrative fees, service and other charges and expenses associated with the Contracts, including Plan termination and decreased Transfer or Refund Value. The Plan Description and Master Agreement contain this and other information about the Plan, and may be obtained by visiting www.texastuitionpromisefund.com or calling 1.800.445.GRAD (4723), option #5. Purchasers should read these documents carefully before purchasing a Contract.

Comments or complaints may be forwarded to the Prepaid Higher Education Tuition Program, Office of the Comptroller of Public Accounts at P.O. Box 13407, Austin, Texas 78711-3407, or by calling 1.512.936.2064.

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17605 Wright Street, Omaha, Nebraska 68130



Glenn Hegar
Texas Comptroller of Public Accounts



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