

# Smart Choice

## College Savings Plan<sup>SM</sup>



PLAN DISCLOSURE STATEMENT, PARTICIPATION AGREEMENT, & PRIVACY POLICY

DECEMBER 2023

COLLEGEINVEST  
Trustee and Administrator

FIRSTBANK HOLDING COMPANY  
Manager

**SUPPLEMENT DATED DECEMBER 2023  
TO THE COLLEGEINVEST SMART CHOICE COLLEGE SAVINGS PLAN  
PLAN DISCLOSURE STATEMENT, PARTICIPATION AGREEMENT AND PRIVACY POLICY  
DATED OCTOBER 2022**

This Supplement is intended to supplement and amend the relevant information provided in the CollegeInvest Smart Choice College Savings Plan (the "**Plan**") Plan Disclosure Statement, Participation Agreement and Privacy Policy dated October 2022 (the "**Plan Disclosure Statement**"). Please keep a copy of this Supplement with your copy of the Plan Disclosure Statement. Capitalized terms not otherwise defined in this Supplement have the meanings assigned to them in the Plan Disclosure Statement.

**STATE TAX DEDUCTION LIMIT**

For income tax years commencing on or after January 1, 2024, the Colorado income tax deduction otherwise available for contributions to any Colorado 529 plan or any 529 plan affiliated with an educational institution in Colorado shall not exceed \$22,700 per taxpayer per beneficiary for a taxpayer who files a single return, or \$34,000 per taxpayer per beneficiary for taxpayers who file a joint return. For income tax years commencing on or after January 1, 2025, the deduction limits described in the preceding sentence will be adjusted annually by the percentage change in the combined average annual costs of tuition and room and board for all Colorado institutions of higher education as determined by the Colorado Department of Education.

**GIFT TAX EXCLUSIONS**

As of January 1, 2024, the federal annual gift tax exclusion increased to \$18,000 for a single individual, \$36,000 for married couples making a proper election. For 529 Plans, contributions of up to \$90,000 for a single contributor (or \$180,000 for married couples making a proper election) can be made in a single year and applied against the annual gift tax exclusion equally over a five-year period. Accordingly, all references to the exclusion of contributions from federal gift tax found throughout the Plan Disclosure Statement are updated to reflect these increased amounts.

If you have questions concerning this Supplement, please call a CollegeInvest representative Monday through Friday toll-free at **1-800-448-2424** from 8:00 a.m. to 5:00 p.m. MST.

**SUPPLEMENT DATED DECEMBER 2022  
TO THE COLLEGEINVEST SMART CHOICE COLLEGE SAVINGS PLAN  
PLAN DISCLOSURE STATEMENT, PARTICIPATION AGREEMENT AND PRIVACY POLICY  
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**STATE TAX DEDUCTION LIMIT**

For income tax years commencing on or after January 1, 2023, the Colorado income tax deduction otherwise available for contributions to any Colorado 529 plan or any 529 plan affiliated with an educational institution in Colorado shall not exceed \$20,700 per taxpayer per beneficiary for a taxpayer who files a single return, or \$31,000 per taxpayer per beneficiary for taxpayers who file a joint return. For income tax years commencing on or after January 1, 2024, the deduction limits described in the preceding sentence will be adjusted annually by the percentage change in the combined average annual costs of tuition and room and board for all Colorado institutions of higher education as determined by the Colorado Department of Education.

**GIFT TAX EXCLUSIONS**

As of January 1, 2023, the federal annual gift tax exclusion increased to \$17,000 for a single individual, \$34,000 for married couples making a proper election. For 529 Plans, contributions of up to \$85,000 for a single contributor (or \$170,000 for married couples making a proper election) can be made in a single year and applied against the annual gift tax exclusion equally over a five-year period. Accordingly, all references to the exclusion of contributions from federal gift tax found throughout the Plan Disclosure Statement are updated to reflect these increased amounts.

If you have questions concerning this Supplement, please call a CollegeInvest representative Monday through Friday toll-free at **1-800-448-2424** from 8:00 a.m. to 5:00 p.m. MST.

**COLLEGEINVEST SMART CHOICE COLLEGE SAVINGS PLAN<sup>SM</sup>**

**PLAN DISCLOSURE STATEMENT  
October 2022**

**COLLEGEINVEST  
ISSUER AND ADMINISTRATOR**

**FIRSTBANK HOLDING COMPANY  
PLAN MANAGER**

Before you make any contribution to the CollegenInvest Smart Choice College Savings Plan as described herein (the "**Plan**"), read and understand this Plan Disclosure Statement. It gives you important information about the Plan and discusses the risks of participating through the Plan in the CollegenInvest Smart Choice College Savings Trust (the "**Trust**"). See "Certain Investment Considerations."

The information contained in this Plan Disclosure Statement is believed to be accurate as of the date hereof and is subject to change without notice. This Plan Disclosure Statement speaks as of the date hereof, and delivery of this Plan Disclosure Statement does not create any implication that there has been no change in the affairs of FirstBank Holding Company or its affiliates ("**FirstBank**") or CollegenInvest since the date hereof. No one is authorized to provide information that is different from the information contained in this Plan Disclosure Statement.

**The Colorado income tax deduction for contributions to the Plan, as described herein, is only available to Colorado taxpayers investing in Colorado plans under current law, which may be changed through future legislative or judicial action. If you are not a Colorado taxpayer, depending upon the laws of your home state or the home state of your beneficiary, favorable state tax treatment or other benefits offered by such home state for investing in Section 529 plans may be available only if you invest in the home state's Section 529 plan. Any state-based benefit offered with respect to a particular Section 529 plan should be one of many appropriately weighted factors considered in making an investment decision. 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 that state's Section 529 plans.**

Interests in the Trust have not been registered with the U.S. Securities and Exchange Commission or with any state.

CollegenInvest currently offers three other Section 529 plans, including the Scholars Choice College Savings Program, the CollegenInvest Direct Portfolio College Savings Plan and the Stable Value Plus College Savings Plan, and may develop and offer other Section 529 plans in the future. Such other Colorado Section 529 plans are not described in this Plan Disclosure Statement, and (i) offer different plan options with different investment advisors or different benefits from the Plan; (ii) may be marketed differently from the Plan; and (iii) assess different fees, withdrawal penalties and sales commissions, if any, relative to those assessed by the Plan. Offering materials describing such other Colorado Section 529 plans are available from CollegenInvest or the distributors of such plans.

**While the Plan is intended primarily as a savings and investment vehicle for post-secondary education expenses, withdrawals may be made on a qualified basis (for federal tax purposes, but not for Colorado tax purposes): (i) to pay for elementary or secondary public, private or religious school tuition expenses, subject to certain limitations, and (ii) to make principal or interest payments on qualified education loans, subject to certain limitations. Fees, books, supplies and equipment required for a beneficiary's participation in an apprenticeship program that is registered and certified with the U.S. Department of Labor will be treated as "qualified higher education expenses" for federal and Colorado tax purposes.**

**Statements in this Plan Description concerning federal and State tax issues are provided for general informational purposes in connection with the promotion or marketing of the Plan, are not offered as tax advice to any person, and are not provided or intended to be used, and cannot be used, by any taxpayer for the purpose of avoiding tax penalties. A taxpayer should seek tax advice based on the taxpayer's particular circumstances from an independent, qualified tax professional.**

All contributions received by the Trust will be made to a Plan account and, at the direction of the account owner, will be invested in a One-Year Time Savings Account or a Money Market Savings Account with FirstBank through its branch locations (the "**Smart Choice Plan Options**"). If for any reason FirstBank is unable to pay the principal and interest due on any Smart Choice Plan Option, amounts on deposit in the Plan account will be insured by the Federal Deposit Insurance Corporation ("**FDIC**") for each account owner in the same manner as other deposits held by the account owner at FirstBank in the same ownership right and capacity. FDIC insurance generally is limited to \$250,000 for all deposits held by a depositor in the same ownership right and capacity at the same depository institution.

**With respect to any Plan account with an amount deposited to a Smart Choice Plan Option above the levels that are so insured by the FDIC, FirstBank will be the sole party responsible for the repayment of the principal amount of such contributions and the payment of interest earned thereon.** None of the State of Colorado, CollegenInvest, or any other agency or instrumentality of the State of Colorado makes any guarantee of, or has any legal obligation to insure, such repayment or payment. **YOU COULD LOSE MONEY (INCLUDING THE AMOUNT YOU CONTRIBUTED), OR NOT EARN ANY RETURN ON YOUR CONTRIBUTION, TO THE EXTENT OF SUCH AMOUNTS ABOVE THE FDIC INSURANCE LEVELS IF FIRSTBANK FAILS FOR ANY REASON TO PAY INTEREST OR REPAY SUCH CONTRIBUTIONS.**

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COLLEGEINVEST PRIVACY POLICY STATEMENT

## CollegelInvest Smart Choice College Savings Plan<sup>SM</sup>

### Summary of Key Features

This summary is intended to provide an overview of the Plan and is subject to the more detailed information contained in this Plan Disclosure Statement. Before investing, you should read carefully and understand the complete information contained in this Plan Disclosure Statement and Participation Agreement.

<b>Purpose of the CollegelInvest Smart Choice College Savings Plan</b>	<p>To help individuals and families save for qualified higher education expenses through a "<b>qualified tuition program</b>" under Section 529 of the Internal Revenue Code of 1986, as amended (the "<b>Code</b>"), administered by CollegelInvest, a division of the Colorado Department of Higher Education. Amounts contributed to the Plan will be deposited to a separate account (a "<b>Plan account</b>") that is a part of the Trust and invested in one or more Smart Choice Plan Options (as defined herein).</p> <p>See "General Information" on page 1.</p>
<b>State Issuer and Administrator</b>	<p>CollegelInvest, a division of the Colorado Department of Higher Education ("<b>CollegelInvest</b>"), is the State issuer and administrator of the Plan.</p> <p>See "General Information" on page 1.</p>
<b>Plan Manager</b>	<p>CollegelInvest has entered into an agreement with FirstBank (the "<b>FirstBank Agreement</b>") wherein FirstBank has agreed to provide management, marketing and administrative services and, in conjunction therewith, to provide certain banking products as options for the investment of Plan assets. The term of the FirstBank Agreement is through September 30, 2029 unless terminated earlier by CollegelInvest or FirstBank as permitted by the FirstBank Agreement.</p> <p>See "General Information" on page 1.</p>
<b>Limits of FDIC Insurance</b>	<p>If for any reason FirstBank is unable to repay the principal and pay interest due on any Smart Choice Plan Option, amounts on deposit in each Plan account will be insured by the FDIC for each account owner in the same manner as other deposits held by the account owner at FirstBank in the same ownership right and capacity. The deposits are insured up to \$250,000 for all deposits held by a depositor in the same ownership right and capacity at the same depository institution. With respect to any Plan account with an amount deposited to Smart Choice Plan Options above the levels that are so insured by the FDIC, FirstBank will be the sole party responsible for repayment of the principal amount of such contributions and payment of interest earned thereon. <b>None of the State of Colorado, CollegelInvest, or any other agency or instrumentality of the State of Colorado makes any guarantee of, or has any legal obligation to insure, such repayment or payment.</b></p> <p>See "Certain Investment Considerations – FDIC Insurance Limitations" on page 11.</p>



<p><b>Account Ownership</b></p>	<p>The Plan is open to all United States citizens and resident aliens who have a Social Security number or taxpayer identification number and have a permanent address in the United States that is not a P.O. box. There are no restrictions on income of account owners. An account owner can be a minor, but the minor must also be designated as the beneficiary and his or her parent or legal guardian must sign the account application. The account owner can designate a successor account owner who becomes the owner of the Plan account in the event of an account owner's death. If a successor account owner is not designated or is deceased or validly disclaims his or her interest in the Plan account, the beneficiary of the account will become the account owner.</p> <p>See "Changing the Account Owner" on page 7.</p>
<p><b>Beneficiary</b></p>	<p>The beneficiary of your Plan account may be a United States citizen or resident alien with a Social Security number or taxpayer identification number of any age. The beneficiary does not need to be related to the account owner or reside in the United States. You may change a beneficiary or transfer a portion of the Plan account to a different beneficiary without adverse tax consequences, provided the two beneficiaries are members of the same family (as defined on page 5). The beneficiary of a Plan account owned by a minor or funded with Uniform Transfers to Minors Act or Uniform Gift to Minors Act ("<b>UTMA/UGMA</b>") assets cannot be changed. The account owner and the beneficiary for a Plan account may be the same. Contributions may be made by anyone, regardless of the relationship to the account owner or beneficiary.</p> <p>See "Changing the Beneficiary of Your Plan Account" on page 9.</p>
<p><b>Contributions</b></p>	<ul style="list-style-type: none"> <li>• There will be no minimum contribution level for initial or additional contributions.</li> <li>• Contributions may be made by automatic deduction from a bank account authorized by you or by check made payable to "<b>Collegelvest Smart Choice.</b>"</li> <li>• Contributions to a Plan account may be made by anyone, but the account owner retains ownership and control of all Plan account assets.</li> <li>• Contributions can also be made by rollover/transfer of money from another state's Section 529 plan, from another Section 529 plan administered by Collegelvest and from another account in the Plan (provided such rollover/transfer occurs within 60 days of withdrawal and subject to certain other limitations imposed by tax law). There are limitations on contributions made to a Plan account with assets from a UTMA/UGMA custodial account.</li> <li>• Contributions by check or via direct deposit or automatic fund transfers may be held and may not be available for withdrawal for up to seven (7) days from the deposit date at the option of FirstBank.</li> </ul> <p>See "Contributions and Balance Limit" on pages 7-8.</p>
<p><b>Maximum Balance Limit</b></p>	<p>\$500,000 – Plan accounts that have reached this combined maximum balance permitted across all Colorado Section 529 plans for the same beneficiary may continue to accrue earnings, but additional contributions (including the invested</p>

	<p>principal portion, but not the earnings portion, of rollovers from another Section 529 plan) are prohibited. Once the Plan account balance (in combination with such other Colorado Section 529 accounts) falls below the \$500,000 balance limit, additional contributions can be made.</p> <p>See "Contributions and Balance Limit" on pages 7-8.</p>
<p><b>Investment of Plan Assets</b></p>	<p>Contributions to a Plan account will, at the direction of the account owner, be invested in one of the Smart Choice Plan Options, which currently include a Money Market Savings Account and a One-Year Time Savings Account with FirstBank. The Smart Choice Plan Options will yield the rates as established by FirstBank for each corresponding Smart Choice Plan Option. One-Year Time Savings Accounts will bear penalties for withdrawal prior to the one-year maturity date. You may change the Smart Choice Plan Option for your Plan account for any reason only twice during any calendar year or with the permissible change of the beneficiary.</p> <p>See "Investment of Plan Assets" on page 2 and "Changing Investment Options" on pages 6-7.</p>
<p><b>Fees and Charges</b></p>	<p>No amounts for fees or charges of FirstBank, CollegenInvest or otherwise shall be paid from or reimbursed out of the Plan accounts, except as described in "Fees and Charges" on page 7. FirstBank has agreed to pay to CollegenInvest an annual administrative fee of 0.10% of the average daily net assets in each Plan account. This CollegenInvest administrative fee will affect the annual interest rates provided by FirstBank for the Smart Choice Plan Options. However, this fee will <u>not</u> be deducted by FirstBank from your Plan account.</p> <p>See "Fees and Charges" on page 11.</p>
<p><b>Withdrawals and Transfers to Other Section 529 Plans</b></p>	<ul style="list-style-type: none"> <li>• Withdrawals used to pay for "qualified higher education expenses" ("<b>qualified withdrawals</b>") are not subject to federal income taxes for the account owner or beneficiary. CollegenInvest and FirstBank will not be monitoring withdrawals from Plan accounts to determine whether or not they are qualified withdrawals. Certain withdrawals will be considered qualified for federal tax purposes but not for purposes of Colorado tax treatment. See "Colorado Tax Matters" below.</li> <li>• The earnings portion of withdrawals that are not qualified withdrawals ("<b>non-qualified withdrawals</b>") generally are subject to federal and state income taxes and may be subject to an additional 10% federal tax.</li> <li>• If a withdrawal is made to pay for "qualified higher education expenses" of a beneficiary and the beneficiary receives a refund of such payment, the amount withdrawn will not be subject to taxation if it is recontributed to a Plan account or to an account under another Section 529 plan, in each case with the same beneficiary, within 60 days of the refund, as described in "Tax Matters – Qualified Withdrawals" on page 15. The account owner is responsible for identifying to FirstBank any contribution to a Plan account that qualifies for such treatment and for certifying to FirstBank that the conditions for such treatment have been satisfied.</li> <li>• A tax-free rollover to an account in another Section 529 plan for the same beneficiary may be made if it has been at least 12 months since the most recent rollover for that beneficiary. Rollovers must occur within 60 days of</li> </ul>

	<p>withdrawal. A rollover to another Plan account or to an account in another Colorado Section 529 plan for the same beneficiary is not subject to this 12-month rule, but is subject to the investment change limitation described in "Changing Investment Options" on pages 6-7.</p> <ul style="list-style-type: none"> <li>• A tax-free rollover to a Plan account for a different beneficiary or to an account for a different beneficiary under another Section 529 plan offered by CollegeInvest may be made if the new beneficiary is a member of the family (as defined on page 9) of the current beneficiary. Rollovers must occur within 60 days of withdrawal.</li> <li>• The beneficiary of a Plan account can be changed without taking a withdrawal and without income tax consequences if the new beneficiary is a member of the family of the current beneficiary.</li> <li>• If the account owner is a minor or the Plan account was funded with the proceeds from an UTMA/UGMA custodial account, the Plan account cannot be transferred to another account owner (other than to another UTMA/UGMA custodian for the benefit of the same beneficiary).</li> </ul> <p>See "Withdrawals" on pages 9-10.</p>
<p><b>Qualified Higher Education Expenses</b></p>	<ul style="list-style-type: none"> <li>• <b>"Qualified higher education expenses"</b> include tuition, fees, books, supplies and equipment required for the enrollment or attendance of a student at an <b>"eligible educational institution"</b> plus, subject to certain limitations, room and board (including off-campus housing) expenses for a student attending such an institution on at least a half time basis.</li> <li>• <b>"Eligible educational institutions"</b> include most community colleges, public and private 4-year colleges, universities, graduate and post-graduate programs, certain proprietary and vocational schools, and certain institutions in foreign countries.</li> <li>• "Qualified higher education expenses" also include expenses for the purchase of computer or peripheral equipment (as defined in Section 168(i)(2)(B) of the Code), computer software (as defined in Section 197(e)(3)(B) of the Code), or Internet access and related services, if such equipment, software, or services are to be used primarily by the beneficiary during any of the years the beneficiary is enrolled at an eligible educational institution. Expenses for computer software designed for sports, games, or hobbies do not qualify as qualified higher education expenses unless the software is predominantly educational in nature.</li> <li>• Fees, books, supplies and equipment required for a beneficiary's participation in an apprenticeship program that is registered and certified with the U.S. Department of Labor (<b>"apprenticeship program expenses"</b>) are also considered "qualified higher education expenses."</li> <li>• "Qualified higher education expenses" (for federal tax purposes but not for Colorado tax purposes) include: <ul style="list-style-type: none"> <li>• Expenses for tuition at an elementary or secondary public, private or religious school (<b>"K-12 tuition expenses"</b>) (not to exceed \$10,000 per year in the aggregate from all Colorado and non-Colorado Section 529 plans with respect to a beneficiary). Account owners are responsible for monitoring and complying with the \$10,000 aggregate limit per tax year applicable to withdrawals used to pay for K-12 tuition expenses. All account owners should consult with their tax advisors before using a Plan account to pay for any K-12 tuition expenses.</li> <li>• Principal or interest paid on any qualified education loan (subject to a \$10,000 lifetime cap per individual) (<b>"student loan repayments"</b>).</li> </ul> </li> </ul>

	<p>Distributions treated as qualified higher education expenses with respect to the loans of the sibling of a beneficiary will count towards the limit of the sibling, not the beneficiary. Account owners are responsible for monitoring and complying with the \$10,000 per individual lifetime limitation applicable to withdrawals used to make payments on qualified education loans.</p> <p>See "General Information" on pages 1-2.</p>
<p><b>Federal Tax Matters</b></p>	<ul style="list-style-type: none"> <li>• Earnings grow free from federal income tax while in a Plan account.</li> <li>• Qualified withdrawals are not taxable income to the account owner or beneficiary.</li> <li>• Qualified withdrawals are withdrawals used to pay for qualified higher education expenses.</li> <li>• The earnings portion of a non-qualified withdrawal generally is includable in the taxable income of the account owner (or possibly the beneficiary, if paid to the beneficiary).</li> <li>• Subject to certain exceptions, the earnings portion of a non-qualified withdrawal also will be subject to an additional 10% federal tax.</li> <li>• <b>Contributions to a Plan account are not deductible for federal income tax purposes.</b></li> </ul> <p>See "Tax Matters" on pages 13-19.</p>
<p><b>Colorado Tax Matters</b></p>	<ul style="list-style-type: none"> <li>• For account owners and contributors to a Plan account who are Colorado income taxpayers, contributions to a Plan account generally are Colorado state tax deductible up to certain limits imposed by Colorado law, subject to recapture for certain non-qualified withdrawals or if there is a rollover to a non-Colorado Section 529 plan or ABLE account.</li> <li>• Qualified withdrawals are not included in Colorado taxable income of the account owner or beneficiary.</li> <li>• Rollovers or transfers from another Section 529 plan do not qualify as contributions for purposes of this deduction.</li> <li>• Colorado authorities have determined that withdrawals for K-12 tuition expenses and/or for student loan repayments by Colorado taxpayers are to be treated as non-qualified withdrawals subject to Colorado state income tax and Colorado's deduction recapture provisions. Colorado account owners should consult with their tax advisors before using a Plan account to pay for any K-12 tuition expenses or student loan repayments.</li> <li>• Apprenticeship program expenses will be treated as "qualified higher education expenses" for Colorado tax purposes.</li> <li>• The earnings portion of any non-qualified withdrawal is subject to Colorado income tax.</li> </ul> <p>See "Tax Matters – State of Colorado Income Tax" on page 19.</p>
<p><b>Federal Estate and Gift Tax Matters</b></p>	<ul style="list-style-type: none"> <li>• Contributions to Plan accounts are considered completed gifts.</li> </ul>

	<ul style="list-style-type: none"> <li>• Subject to certain limitations, the value of a Plan account will not be included in the account owner's estate if the account owner dies while there is still money in his or her Plan account.</li> <li>• If an account owner's contributions to a Plan account for a beneficiary in a single year are greater than \$16,000 (\$32,000 per married couple electing to split gifts), an account owner can elect to treat contributions of up to \$80,000 (\$160,000 per married couple electing to split gifts) as having been made ratably over a five-year period for federal gift tax purposes. If the account owner dies before the five-year period elapses, a portion of the contributions would be includable in the account owner's estate.</li> </ul> <p>See "Tax Matters – Federal Estate and Gift Taxes" on pages 17-18.</p>
<p><b>Risk Factors of the Plan</b></p>	<p>Investing in the Plan involves certain risks, including: (i) the risk that amounts in any One-Year Time Savings Account will need to be redeemed and withdrawn before the maturity date and returns will be diminished or eliminated due to the penalties generally imposed in the case of such early withdrawal, (ii) the risk of federal or state tax law changes, (iii) the risk of Plan changes, including changes in fees or Smart Choice Plan Options offered and (iv) the risk that contributions to the Plan may adversely affect the eligibility of the beneficiary or the account owner for financial aid or other benefits. There is no guarantee or assurance that you will have sufficient assets in your Plan account to meet your beneficiary's higher education expenses or that your savings goals will be realized.</p> <p>See "Certain Investment Considerations" on pages 11-14.</p>
<p><b>Applications and Account Information</b></p>	<ul style="list-style-type: none"> <li>• Account applications may be obtained at FirstBank locations, at <b>www.efirstbank.com</b> or by mail. Account applications can be accepted in person at a FirstBank location, online at <b>www.efirstbank.com</b> or by mail.</li> <li>• Account information may be reviewed online at <b>www.efirstbank.com</b>. Monthly or quarterly statements will be provided to account owners by mail, or online if the account owner has registered for Internet Banking.</li> </ul> <p>See "Opening and Maintaining a Plan Account" on pages 5-6.</p>
<p><b>Contact Information</b></p>	<p>Please call (303) 237-5000 or toll-free at 1 (800) 964-3444 to speak with a representative of FirstBank 24 hours a day, seven days a week if you have questions about the Plan or would like additional information. You also can visit the CollegeInvest Smart Choice College Savings Plan information page at <b>www.efirstbank.com</b> for more information about the Plan, to obtain marketing literature and information about the Smart Choice Plan Options, or to download an account application.</p>

# COLLEGEINVEST SMART CHOICE COLLEGE SAVINGS PLAN<sup>SM</sup>

## PLAN DISCLOSURE STATEMENT

October 2022

### General Information

Pursuant to legislation adopted by the Colorado General Assembly in 1999 (the "**Act**") authorizing the establishment of a college savings program, the State of Colorado established a college savings program that is designed to be a "qualified tuition program" under Section 529 of the Internal Revenue Code of 1986, as amended (the "**Code**"). CollegenInvest, a division of the Colorado Department of Higher Education ("**CollegenInvest**"), is the issuer and administrator of various plans, including the Smart Choice College Savings Plan (the "**Plan**"), as part of that college savings program. It is possible that federal and state laws may change in a manner that will adversely affect the Plan as described in this Plan Disclosure Statement, and that such adverse effects may be retroactive. CollegenInvest may amend the Plan at any time if CollegenInvest determines that such an amendment is necessary to maintain qualification under Code Section 529 or is otherwise desirable. CollegenInvest, in consultation with FirstBank, may establish such administrative rules as it determines are necessary or desirable to ensure or promote the Plan's compliance with Code Section 529, other laws, rules and regulations, the purpose of the Plan and the orderly operation and administration of the Plan. Additionally, CollegenInvest reserves the right in its sole discretion to suspend or discontinue the Plan or to change any aspect of the Plan without consent of the Account Owner. See "Certain Investment Considerations – Amendment or Termination of Participation Agreement; Changes in the Plan."

The Plan provides an opportunity for Plan participants (referred to herein as "**account owners**") to invest on a tax-favored basis toward the "qualified higher education expenses" of a designated beneficiary (the "**beneficiary**") associated with attending an Eligible Educational Institution. As used in this Plan Disclosure Statement, "**eligible educational institutions**" refer to schools eligible to participate in certain Department of Education student aid programs under the Higher Education Act (as in effect on August 5, 1997). They include most community colleges, public and private four-year colleges, universities, graduate and post-graduate programs, and certain proprietary and vocational schools. "**Qualified higher education expenses**" include (i) tuition, fees, books, supplies, and equipment required for the enrollment or attendance of a beneficiary at an Eligible Educational Institution, plus, subject to certain limitations, room and board (including off-campus housing) expenses for a beneficiary attending such an institution on at least a half time basis, and (ii) expenses for the purchase of computer or peripheral equipment (as defined in Section 168(i)(2)(B) of the Code), computer software (as defined in Section 197(e)(3)(B) of the Code), or Internet access and related services, if such equipment, software, or services are to be used primarily by the beneficiary during any of the years the beneficiary is enrolled at an Eligible Educational Institution. Expenses for computer software designed for sports, games, or hobbies do not qualify as qualified higher education expenses unless the software is predominantly educational in nature. To get the full benefits from the Plan, the beneficiary does not have to attend an Eligible Educational Institution located in Colorado. Apprenticeship program expenses will also be treated as "qualified higher education expenses."

"Qualified higher education expenses" (for federal tax purposes but not for Colorado tax purposes) also include (i) expenses for tuition at an elementary or secondary public, private or religious school ("K-12 tuition expenses") (not to exceed \$10,000 per year in the aggregate from all Colorado and non-Colorado Section 529 plans with respect to a beneficiary), and (ii) principal or interest on qualified education loans ("**student loan repayments**") (subject to a \$10,000 lifetime cap per individual). Account owners are responsible for monitoring and complying with the \$10,000 aggregate limit per tax year applicable to withdrawals used to pay for K-12 tuition expenses and the \$10,000 lifetime cap per individual for student loan repayments. All account owners should consult with their tax advisors before using a Plan account to pay for any K-12 tuition expenses or student loan repayments.

Amounts contributed to the Plan will be deposited to a separate Plan account that is part of the Trust and invested in one or more Smart Choice Plan Options. There is a combined Account balance limit for the Plan and all other Colorado Section 529 plans for a particular beneficiary of \$500,000, as further described herein. FirstBank has been selected by CollegenInvest as the Plan Manager and is required to invest Trust assets among the various Smart Choice Plan Options as directed by the account owner. FirstBank will provide additional services for the Plan including establishing your Plan account; accepting and processing contributions to and withdrawals from your Plan account; and providing certain recordkeeping services with respect to the Plan. **FirstBank is solely responsible for the performance of the FirstBank services and in no event shall CollegenInvest have any liability with respect to the performance or nonperformance of any such FirstBank services.**

Applicable federal and state tax rules are complex, certain of the rules are uncertain, and their application to any particular person may vary according to facts and circumstances applicable to that person. **You should consult a qualified tax advisor regarding the application of the law to your circumstances.**

### **Investment of Plan Assets**

CollegenInvest and FirstBank have entered into the FirstBank Agreement wherein FirstBank has agreed to provide management, marketing and administrative services and, in conjunction therewith, to provide certain banking products as options for the investment of Plan assets. The FirstBank Agreement expires on November 29, 2029 unless terminated earlier by CollegenInvest or FirstBank as permitted by the FirstBank Agreement. The Smart Choice Plan Options currently include a One-Year Time Savings Account and a Money Market Savings Account with FirstBank. Additional options may be added and available, or the initial options may be removed, as Smart Choice Plan Options for investment of future contributions. Such Smart Choice Plan Options will be with the FirstBank branch location selected by the account owner or, if a particular FirstBank branch location is not selected by the account owner, as selected by FirstBank.

### **Smart Choice Plan Options**

Two Smart Choice Plan Options with FirstBank are currently offered in the Plan – a Money Market Savings Account and a Time Savings Account for a one-year term ("**One-Year Time Savings Account**").

Money Market Savings Account. A Money Market Savings Account with FirstBank is currently available as one of the Smart Choice Plan Options. There are no fees charged to open or maintain a Money Market Savings Account, and there is no minimum contribution amount for initial or subsequent contributions.

*Principal and Interest Guaranteed; Limits of FDIC Insurance.* FirstBank is obligated to pay both the interest rate and the amount of all principal sums deposited in each account owner's Money Market Savings Account. Thus, the principal and interest of each Money Market Savings Account is guaranteed by FirstBank. If for any reason FirstBank is unable to honor the guarantee, amounts on deposit in each Money Market Savings Account will be insured by the FDIC for each account owner in the same manner as other deposits held by the account owner at FirstBank in the same ownership right and capacity. (For this purpose, Plan accounts established by a custodian for a minor under UTMA or UGMA are aggregated for FDIC insurance purposes with all other accounts with FirstBank held by the minor.) FDIC insurance generally is limited to \$250,000 for all deposits held by a depositor in the same ownership right and capacity at the same depository institution. For more information on FDIC insurance, visit [www.fdic.gov](http://www.fdic.gov). **With respect to any Plan account with an amount deposited to a Money Market Savings Account above the levels so insured by the FDIC, FirstBank will be the sole party responsible for the repayment of the principal amount of such contributions and the payment of interest earned thereon.**

*Interest Rates.* Under federal regulations governing the Money Market Savings Accounts, the return on contributions to a Money Market Savings Account is expressed as an annual percentage yield

("APY"). (See "PARTICIPATION AGREEMENT – Definitions.") The interest rate paid on amounts deposited in a Money Market Savings Account from a Plan account will be established by FirstBank at a level at all times equal to or greater than an interest rate that is 0.10% less than the interest rate publicly offered by FirstBank on its regular Money Market Saving Accounts.

The interest rates and APY may be adjusted each Wednesday and on the first business day of each month. Interest will be compounded daily and credited to the Money Market Savings Account monthly. FirstBank will use the daily balance method to calculate interest on a Money Market Savings Account. This method applies a daily periodic rate to the balance in the Money Market Savings Account each day. An account owner may determine the interest rate in effect on amounts on deposit in a Money Market Savings Account during any particular day by contacting FirstBank. Current interest rates will also be posted by FirstBank daily at [www.efirstbank.com](http://www.efirstbank.com).

*Notice Regarding Withdrawals.* All withdrawals will be processed by FirstBank. An account owner may make an unlimited number of withdrawals from the amounts in a Plan account deposited to a Money Market Savings Account. If certain identity verification information has not been provided to FirstBank when opening the Plan account, withdrawals cannot be processed until all required information has been provided to FirstBank.

*Certain Additional Considerations.* Participation in the Plan, and deposit of Plan account amounts to a Money Market Savings Account, are subject to certain risks. In addition to other considerations described in this Plan Disclosure Statement in "Certain Investment Considerations," you should review and evaluate the following considerations.

The deposits to Plan accounts are insured by the FDIC on a "pass through" basis (i.e., up to \$250,000 ) for the beneficial interest of each account owner as a depositor at a federally insured financial institution since the deposits represent interests or accounts in a state public instrumentality that is part of a "qualified tuition program" under IRC Section 529. With respect to any Plan account with an amount deposited to a Money Market Savings Account above the levels that are insured by the FDIC, FirstBank will be the sole party responsible for the repayment of the principal amount of such contributions and payment of interest earned thereon.

FirstBank has the right to terminate a Money Market Savings Account for any reason at any time in accordance with its applicable rules. Any amounts of a Plan account on deposit in a Money Market Savings Account so terminated by FirstBank must be transferred to another Section 529 plan or withdrawn from the Plan account, as directed by the account owner. FirstBank will not be responsible for the financial or other consequences of any such termination.

There is no guarantee that the Money Market Savings Account or One-Year Time Savings Account will continue to be available as a Smart Choice Plan Option or, if available, that it will be the same or a similar product. CollegenInvest's Investment Policy Statement may be altered by CollegenInvest from time to time, and there is no assurance that, if FirstBank ceases to provide the Smart Choice Plan Options, CollegenInvest will continue to offer any other bank savings accounts or time savings accounts through the Plan.

If the FirstBank Agreement is terminated prior to the end of its term or is not extended and expires, CollegenInvest has the right based on certain determinations to transfer all or a portion of the Plan account funds held in Money Market Savings Accounts from FirstBank to another bank or financial institution selected by CollegenInvest. There can be no assurance that funds so transferred would be insured by the FDIC or that any option offered by such other bank or financial institution would be a similar product to the Smart Choice Plan Options in all respects. Account owners are permitted to withdraw amounts from their Plan account which were deposited in Money Market Savings Accounts and have been so transferred, but



unless such withdrawals are used to pay for qualified higher education expenses, the earnings portion of the withdrawals will be subject to taxation. (See "Tax Matters.") Account owners can also direct that such amounts be reallocated to another plan administered by CollegenInvest including the Scholars Choice College Savings Program, the CollegenInvest Direct Portfolio College Savings Plan and the Stable Value Plus College Savings Plan, but such direction is subject to the twice-per-calendar year rule concerning reallocations. (See "Changing Investment Options.")

**One-Year Time Savings Account.** A One-Year Time Savings Account with FirstBank is currently available as a Smart Choice Plan Option. There is no minimum balance to open a One-Year Time Savings Account. An account owner may make multiple deposits of Plan account moneys to a One-Year Time Savings Account during the one year term, which deposits will not extend the one-year maturity of the One-Year Time Savings Account.

**Interest Rates and Terms.** The interest rate on amounts deposited in a One-Year Time Savings Account will be established by FirstBank at a level at all times equal to or greater than an interest rate that is 0.10% less than the interest rate publicly offered by FirstBank for its regular One-Year Time Savings Accounts. Current annual interest rates are available at all FirstBank locations and at [www.efirstbank.com](http://www.efirstbank.com). The interest rate and APY on One-Year Time Savings Accounts may change every Wednesday and on the first business day of each month. Interest will be compounded daily and credited to the One-Year Time Savings Account quarterly and at the one-year maturity date. See "Automatic Renewal."

**Penalty for Early Withdrawal.** There are no fees charged by FirstBank to open or maintain a One-Year Time Savings Account. There is, however, a penalty if funds are withdrawn from the One-Year Time Savings Account prior to the date of its one-year maturity date. If an account owner withdraws any amounts in a Plan account that have been deposited to a One-Year Time Savings Account before the one-year maturity date, an early withdrawal penalty equal to 90 days of interest on the amount withdrawn will be charged to the Plan account. Early withdrawal penalties will not be applied in the event of the death or mental incompetency of any account owner. Early withdrawal penalties will also not apply if CollegenInvest terminates the FirstBank Agreement due to a default by FirstBank.

**NOTE: IF YOU WITHDRAW ANY PRINCIPAL BEFORE THE MATURITY DATE, AN EARLY WITHDRAWAL PENALTY EQUAL TO 90 DAYS OF INTEREST ON THE AMOUNT WITHDRAWN WILL BE CHARGED TO YOUR PLAN ACCOUNT. IF AN EARLY WITHDRAWAL PENALTY APPLIES, ANY ACCRUED INTEREST WILL BE USED TO OFFSET THE PENALTY WITH ANY REMAINING INTEREST BEING PAID. IF THERE IS INSUFFICIENT ACCRUED INTEREST AVAILABLE TO PAY THE EARLY WITHDRAWAL PENALTY, THE REMAINING PENALTY AMOUNT WILL BE DEDUCTED FROM THE PRINCIPAL BALANCE IN YOUR PLAN ACCOUNT.**

This early withdrawal penalty applies to all withdrawals and reallocations initiated by the account owner and by CollegenInvest under some limited circumstances, as discussed in "Certain Additional Considerations."

**Automatic Renewal.** In the absence of an alternative direction by the account owner on or before the maturity date, a One-Year Time Savings Account will **automatically** renew upon maturity for an additional one-year term. The account owner may direct that the funds available in a Plan account which have been deposited to a One-Year Time Savings Account, including principal and interest, transfer upon maturity to a Money Market Savings Account and earn interest or be withdrawn from the Money Market Savings Account in the manner described in "Notice Regarding Withdrawals" under "Money Market Savings Account" above. An account owner may also direct that such funds be reallocated to another plan administered by CollegenInvest including the Scholars Choice College Savings Program, the CollegenInvest Direct Portfolio College Savings Plan or the Stable Value Plus College Savings Plan. (Except in limited

circumstances, reallocations are only permitted twice per calendar year per beneficiary. See " Changing Investment Options.")

*Principal and Interest Guaranteed; Limits of FDIC Insurance.* The duties and obligations of FirstBank and/or the FDIC, and the risks, rights and obligations of account owners who direct that funds in a Plan account be deposited to a One-Year Time Savings Accounts are the same as those set forth above pertaining to Money Market Savings Accounts. (See "Money Market Savings Account.")

*Certain Additional Considerations.* The risks of allocating funds in a Plan account for deposit in a One-Year Time Savings Account are the same as those set forth herein pertaining to Money Market Savings Accounts. (See "Money Market Savings Account – Certain Additional Considerations.") See also "Certain Investment Considerations."

FirstBank has the right to terminate a One-Year Time Savings Account for any reason at any time in accordance with its applicable rules. Any amounts of a Plan account on deposit in a One-Year Time Savings Account so terminated by FirstBank must be transferred to another Section 529 plan or withdrawn from the Plan account, as directed by the account owner. FirstBank will not be responsible for the financial or other consequences of any such termination.

Furthermore, if unmatured One-Year Time Savings Accounts are transferred by CollegenInvest upon termination or expiration of the FirstBank Agreement as described above, account owners will be required to pay any applicable early withdrawal penalties unless the termination of the FirstBank Agreement is based on a default by FirstBank, in which case the early withdrawal penalties will not apply. Furthermore, if the account owner (not CollegenInvest) desires to transfer his or her unmatured One-Year Time Savings Account to the new bank or financial institution following termination of the FirstBank Agreement or upon termination of the Plan account by FirstBank, the early termination of the One-Year Time Savings Account will be treated as an early withdrawal, and the account owner will be charged the early withdrawal fee (unless the termination of the FirstBank Agreement is due to the default of FirstBank, in which case the early withdrawal penalties will not apply).

### **Opening and Maintaining a Plan Account**

To be an account owner, you must be a United States citizen or resident alien and must have a Social Security number or taxpayer identification number. Account owners must provide a permanent address in the United States that is not a post office box. The Plan is open to both residents and non-residents of the State of Colorado. **The Colorado income tax deduction, as described in this Plan Disclosure Statement, is available only to Colorado taxpayers investing in Colorado plans under current law, which may be changed through future legislative or judicial action. If you are not a Colorado taxpayer, depending upon the laws of your home state or the home state of your beneficiary, favorable state tax treatment or other benefits offered by such home state for investing in Section 529 plans may be available only if you invest in the home state's Section 529 plan. Any state-based benefit offered with respect to a particular Section 529 plan should be one of many appropriately weighted factors considered in making an investment decision. 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 that state's Section 529 plans.**

To open a Plan account, you must complete, sign and submit to FirstBank an application that incorporates by reference the Participation Agreement. You may choose to authorize contributions by automatic deduction from a bank account when you open a Plan account or make your initial contribution by check made payable to "**CollegenInvest Smart Choice.**" Each Plan account will be established as a separate

account under the Plan for a single beneficiary. The account owner and the beneficiary for a Plan account may be the same. An account owner can be a minor, but the minor must also be designated as the beneficiary and his or her parent or legal guardian must sign the account application. Each account owner will receive periodic statements detailing contributions, withdrawals, interest earnings and account value under the Plan.

Each state has unclaimed property laws which may require a Plan account to be turned over to the applicable state in the event that there is no activity in such Plan account over a designated period and/or Plan mailings are returned to FirstBank. The applicable state for this purpose is usually determined by the most recent address on file of the account owner.

In addition to rights expressly stated elsewhere in this Plan Disclosure Statement, FirstBank reserves the right to (1) freeze a Plan account and/or suspend account services when FirstBank has received reasonable notice of a dispute regarding the assets in a Plan account, including notice of a dispute in a Plan account ownership or when FirstBank reasonably believes a fraudulent transaction may occur or has occurred; (2) freeze a Plan account and/or suspend account services upon the notification to FirstBank of the death of an account owner until FirstBank receives required documentation in good order and reasonably believes that it is lawful to transfer account ownership to the successor account owners; (3) redeem a Plan account, without the account owner's permission, in cases of threatening conduct or suspicious, fraudulent or illegal activity; and (4) reject a contribution for any reason, including contributions that FirstBank believes are not in the best interests of the Plan or the account owners. The risk of market loss, tax implications, penalties and any other expenses, as a result of such a Plan account freeze or redemption will be solely the account owner's responsibility.

### **Changing Investment Options**

Under federal law, you may change the investment option for all or a portion of the assets in your Plan account for any reason two times during any calendar year. You may also change the investment option of the assets in your Plan account upon any permissible change in the person designated as beneficiary of your Plan account. Consequently, while you may not choose the particular underlying investments in which a Section 529 plan invests, you may select among the available investment options and, under the circumstances described above, subsequently change from one investment option to another. The limitation on changing investment options twice during a calendar year applies on an aggregate basis to all Plan accounts and all accounts under other Colorado Section 529 plans, including the Collegenest Direct Portfolio College Savings Plan, the Scholars Choice College Savings Program and the Stable Value Plus College Savings Plan, having the same account owner and the same beneficiary. Thus, you will not be permitted to change the investment option for your Plan account (assuming you do not change the beneficiary on the Plan account) if, within the same calendar year, you have already made two investment option changes in the aggregate in Plan accounts you maintain under the Plan or in accounts you maintain under another Colorado Section 529 plan for the same beneficiary. In addition, any transfer between a Plan account and an account you maintain for the same beneficiary under another Colorado Section 529 plan is considered a change of investment option for purposes of the investment change limitation. You may, however, change the investment option on more than one Plan account (and/or accounts under other Colorado Section 529 plans) for the same beneficiary without violating the investment change limitation if all such changes are made at the same time. All such simultaneous changes are treated as a single change of investment option for purposes of the limitation. To change the investment option for your Plan account, you must complete the appropriate form and submit it to Collegenest.

### **Changing the Account Owner**

You may transfer your Plan account to another eligible account owner without changing the beneficiary of your Plan account. If the account owner is a minor or the Plan account was funded with the proceeds from

an UTMA/UGMA custodial account, the Plan account cannot be transferred to another account owner (other than to another UTMA/UGMA custodian for the benefit of the same beneficiary). Such a transfer will be effective only if it is irrevocable and transfers all rights, title, interest and power over the Plan account to the new account owner. The tax consequences associated with a transfer of ownership are uncertain. You may wish to consult with a qualified tax advisor concerning the potential income, gift and estate tax consequences of a transfer of ownership before affecting such a transfer. To affect a transfer of ownership, you must contact FirstBank. **In the case of an UTMA/UGMA custodial account, neither CollegenInvest nor FirstBank will be liable for any consequences related to a custodian's improper use, transfer or characterization of custodial funds.**

If, on the death of the account owner, the account owner has not designated a successor account owner on the account application, the beneficiary designated for the Plan account will automatically become the account owner. The beneficiary of the Plan account also will become the account owner if a designated successor account owner is deceased at the time of the account owner's death or validly disclaims his/her interest in the Plan account. If the beneficiary becomes the account owner and is a minor, his or her parent or legal guardian will need to consent to the minor's participation in the Plan as an account owner.

### **Contributions and Balance Limit**

Minimum Contributions. There is no minimum contribution level for initial or subsequent contributions to a Plan account.

Contributing Via Rollovers and Transfers; Other Contributions. You may contribute to your Plan account through a rollover or transfer of money from another state's Section 529 plan, from another Section 529 plan administered by CollegenInvest, or from another Plan account in the Plan. Rollovers do not qualify as a contribution for purposes of the Colorado state tax deduction. The Plan will accept a contribution of money withdrawn or transferred from an account in CollegenInvest's Stable Value Plus College Savings Plan, but only so long as such money is not so withdrawn or transferred within a period of 61 days prior to such contribution to the Plan. You may also contribute to a Plan account with assets from a UTMA/UGMA custodial account, an education savings account, or certain U.S. savings bonds issued January 1990 and later ("**Qualified U.S. Savings Bonds**"). There are limitations on, and there may be other tax consequences of, such rollovers, transfers or other contributions. **In the case of an UTMA/UGMA custodial account, neither CollegenInvest nor FirstBank will be liable for any consequences related to a custodian's improper use, transfer or characterization of custodial funds.** You should consult a qualified tax advisor regarding your particular circumstances. See "Tax Matters – Transfers between Plan Accounts of Different Designated Beneficiaries or Different Section 529 Plans."

Maximum Balance Limit. The combined maximum balance permitted (the "**Balance Limit**") for all Plan accounts in the Plan and all accounts in other Colorado Section 529 plans (including the Scholars Choice College Savings Program, the CollegenInvest Direct Portfolio College Savings Plan and the Stable Value Plus College Savings Plan, which are also administered by CollegenInvest) for a particular beneficiary from all account owners is \$500,000. In other words, you will be unable to make additional contributions to a Plan account (including rollover contributions) if the Balance Limit has been reached. If FirstBank determines that a contribution (including the invested principal portion, but not the earnings portion, of rollovers from another Section 529 plan) you wish to make would result in the aggregate balance for all Plan accounts and all accounts in all other Colorado Section 529 plans for a particular beneficiary exceeding the Balance Limit ("**excess contribution**"), the excess contribution either will not be accepted or will be returned to you and may be considered a non-qualified withdrawal. However, if the aggregate balance in the Plan accounts and all accounts in all other Colorado Section 529 plans for the benefit of the beneficiary later falls below \$500,000, you may resume making contributions. The Balance Limit is inclusive of contributions from all sources – so, for example, a married couple may not contribute double the usual amount. It is possible that CollegenInvest will periodically increase the Balance Limit to reflect future

increases in higher education costs, and you will be notified of any changes in the Balance Limit. Such notification may be made pursuant to an updated Plan Disclosure Statement or at [collegeinvest.org](http://collegeinvest.org). See "Tax Matters."

How to Contribute. All contributions to Plan accounts must be in cash. For these purposes, checks drawn on a U.S. bank, bank transfers, Electronic Funds Transfers ("**EFT**"), on-line account transfers and payroll deductions are considered cash. Contributions to a Plan account may be made by account owners and others in person at a FirstBank banking location, by mail, or by wire transfer. Checks should be made payable to "**CollegeInvest Smart Choice.**" Third party checks will only be accepted at FirstBank's discretion. Account owners and others may also make systematic contributions to Plan accounts by payroll deduction or by EFT from a bank account. In order to contribute by payroll deduction, the account owner's or other person's employer must offer payroll deduction for CollegeInvest, and the account owner or other person making a contribution must complete applicable forms available from the employer.

### **Account Value and Investment of Contributions**

Amounts contributed to your Plan account will either be invested in a Money Market Savings Account or a One-Year Time Savings Account, each for your benefit and at your direction. Contributions to a Plan account will be so invested and credited to the applicable Smart Choice Plan Option in accordance with FirstBank's Funds Availability Policy which the account owner will receive when opening the Plan account. Contributions to your Plan account will be applied based on the day of the week and time of day of the deposit. Contributions received after certain cut-off times may be credited as of the next business day. If making a contribution and directing the investment in a Smart Choice Plan Option at a FirstBank location, cut-off times may vary by the location's close of business that day. The cut-off time for contributions either made as an internet banking transfer, or by telephone transfer, will be 9:00 p.m. Contributions to a Plan account made with liquidated assets of an UTMA/UGMA account, and contributions resulting from account transfers, may take up to three business days to process. Online contributions, and contributions funded by recurring EFT, may take one to four banking days to process completely.

Contributions will be credited to your Plan account only if the documentation received from you is complete and in good order including, but not limited to, selection of Smart Choice Plan Option(s) and allocation of contribution(s) if more than one Smart Choice Plan Option is selected.

### **Beneficiaries**

When establishing a Plan account, the account owner with limited exception must select a designated beneficiary. Plan accounts established by governmental entities and not-for-profit organizations to fund scholarship programs need not have a designated beneficiary at the time of the Plan account opening. Only one person may be designated as the beneficiary of each Plan account, and joint beneficiaries on a single Plan account are not permitted. There is no limit on the age of the beneficiary to participate in, or benefit from, the Plan. Only the account owner may change the person designated as the beneficiary of a Plan account.

### **Changing the Beneficiary of Your Plan Account**

With the exception of Plan accounts owned by minor account owners and Plan accounts funded by proceeds from an UTMA/UGMA account, account owners may change the beneficiary of a Plan account. If the new beneficiary is a "member of the family" (as defined below) of the current beneficiary, there is no penalty or adverse income tax consequences resulting from such change. A "**member of the family**" under the Code would be a person with one of the following relationships to the current beneficiary: (i) child or a descendant of a child; (ii) brother or sister; (iii) stepbrother or stepsister; (iv) father or mother, or an ancestor of either; (v) stepfather or stepmother; (vi) son or daughter of a brother or sister; (vii) brother or sister of the

father or mother; (viii) son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, or sister-in-law; or (ix) first cousin. A spouse of a family member described in (i) through (ix) above or the spouse of the beneficiary also is considered a family member. For purposes of these rules, a child includes a son, daughter, stepson, stepdaughter and eligible foster child and a legally adopted child is treated as a child by blood and the terms brother and sister include a brother or sister by half-blood. If you wish to change the beneficiary to someone who is not a member of the current beneficiary's family, you must make a non-qualified withdrawal, which will be subject to federal and state income taxation (including possible recapture of state deductions) on the investment earnings withdrawn and may be subject to an additional federal tax of 10% of such earnings, as described in "Tax Matters."

If there are other accounts opened for the benefit of the new beneficiary, there may be limitations on how much of the Plan account can be used for the new beneficiary under the Balance Limit, as described under "Maximum Balance Limit."

If an account owner is a minor or the deposit in a Plan account consists of the proceeds from an UTMA/UGMA account, the beneficiary designated on the Plan account cannot be changed, the Plan account cannot be transferred to another account owner (other than to another legal guardian or UTMA/UGMA custodian for the benefit of the same beneficiary) and there can be no non-qualified withdrawals other than for the benefit of the beneficiary. **In the case of an UTMA/UGMA custodial account, neither CollegelInvest nor FirstBank will be liable for any consequences related to a custodian's improper use, transfer or characterization of custodial funds.**

You may request a change of beneficiary only by completing a beneficiary change form and submitting it to FirstBank. You will be asked to certify the relationship between the new beneficiary and the current beneficiary. (Note that under certain circumstances you may also transfer Plan account assets to another Plan account for a new beneficiary or to another Section 529 Plan for a new beneficiary or the same beneficiary, as described under "Tax Matters – Transfers between Plan Accounts of Different Designated Beneficiaries or Different Section 529 Plans.")

## **Withdrawals**

Withdrawal Procedures. You may make a withdrawal of amounts in a Plan account which have been allocated to a Money Market Savings Account. FirstBank will promptly process directions for such a withdrawal. An unlimited number of withdrawals from amounts in any Plan account allocated to a Money Market Savings Account are permitted. However, an account owner who wishes to have FirstBank transfer funds from a Plan account directly to the beneficiary's educational institution (other than by a wire transfer involving a fee) must make arrangements with the institution allowing it to make an Electronic Funds Transfer ("**EFT**") directly from such Plan account. Such an EFT can be arranged as a one-time or recurring transfer.

If your Plan account amounts have been deposited to a One-Year Time Savings Account, direction for withdrawal must be made prior to the one-year term maturity date so that the funds will not be **automatically** allocated for an additional one-year term. Upon maturity of the one-year term, you may direct the withdrawal and transfer of such funds to another FirstBank account or to a Money Market Savings Account. Withdrawals may then be made from those accounts under the applicable procedures.

Non-Qualified Withdrawals. All withdrawals other than withdrawals used to pay for "qualified higher education expenses" are considered non-qualified withdrawals. See "Summary of Key Features – Qualified Higher Education Expenses" and "Tax Matters – Qualified Withdrawals." Federal and state income taxes (including possible recapture of state deductions) plus an additional 10% federal tax payable by you to the Internal Revenue Service (the "**IRS**") will be imposed on interest earnings withdrawn as a non-qualified withdrawal unless the withdrawal qualifies for an exception, as discussed under "Tax Matters – Non-

Qualified Withdrawals." For this purpose, each withdrawal is treated as including a ratable share of interest earnings on all Plan accounts for the beneficiary having the same account owner. **FirstBank will not monitor withdrawals to determine whether they are considered qualified or non-qualified withdrawals. Under current guidance from the IRS, the account owner and the beneficiary have the responsibility to retain documentation of qualified expenses in order to establish that a withdrawal was a qualified withdrawal.**

Penalty for Early Withdrawal from One-Year Time Savings Accounts. FirstBank will impose a penalty if a One-Year Time Savings Account is liquidated prior to the date of maturity of the One-Year Time Savings Account. This early withdrawal fee is equal to 90 days interest on the amount withdrawn, which penalty will be charged to and deducted from the Plan account. This early termination penalty applies to all withdrawals and reallocations initiated by the account owner prior to maturity (and in limited cases, reallocations directed by CollegenInvest). See "Smart Choice Plan Options – One-Year Time Savings Account – Certain Additional Considerations." Early withdrawal penalties will not be applied in the event of the death or mental competency of any account owner. Early withdrawal penalties will also not apply if CollegenInvest terminates the FirstBank Agreement due to a default by FirstBank.

Other Matters Relating to Withdrawals. FirstBank reserves the right to delay for up to 7 days remittance of amounts withdrawn from a Plan account based on a contribution made by check or via direct deposit or automatic funds transfers. FirstBank also reserves the right to require that an account owner's withdrawal request be signature guaranteed by an eligible guarantor institution such as a domestic bank, savings and loan institution, domestic credit union, member bank of the Federal Reserve System or member firm of a national securities exchange if the account owner has effected a change of address or has received the contribution to the Plan account from another person within 30 days of such withdrawal request. If your withdrawal is processed through wire transfer, FirstBank will charge a fee for this service. The financial institution accepting the wire may also charge you a fee for such a wire transfer.

## **Fees and Charges**

FirstBank's Fees and Charges. The annual interest rates for the Smart Choice Plan Options are calculated net of all administrative fees and other charges of FirstBank. There will be no fee or charge deducted from amounts in your Plan account for payment of a fee or charge to FirstBank as Plan Manager.

CollegenInvest Administrative Fee. FirstBank will pay CollegenInvest an administrative fee, currently in effect at an annual rate of 0.10% of the average daily collected net assets in each Plan account. This fee is used by CollegenInvest for the payment of expenses incurred in connection with the operations of the Program, which may or may not relate to the Plan. Other Section 529 plans in the Program include the Scholars Choice College Savings Program, the CollegenInvest Direct Portfolio College Savings Plan and the Stable Value Plus College Savings Plan. CollegenInvest will not earn a profit from the Program. **This CollegenInvest administrative fee will affect the annual interest rates provided by FirstBank for the Smart Choice Plan Options. However, this fee will not be deducted by FirstBank from your Plan account balance.**

Plan Account Fees and Charges. FirstBank will impose fees and penalties in connection with various Plan account activities. FirstBank may use funds in a Plan account to satisfy these account fees and penalties. You will receive a comprehensive Fee Schedule when you open a Plan account or upon request to FirstBank. The Fee Schedule will detail the fees and penalties currently imposed by FirstBank.

Fees and Charges May Change. Note that the fees and charges under the Plan are subject to change, and new fees and charges may be imposed in the future. You will be notified from time to time of all new or amended fees and charges.

## **Certain Investment Considerations**

FDIC Insurance Limitations. FirstBank is obligated to pay the interest rate and to repay the amount of all principal sums deposited in each Smart Choice Plan Option. Thus, the principal and interest of each Smart Choice Plan Option is guaranteed by FirstBank. If for any reason FirstBank is unable to honor the guarantee, amounts on deposit in each One-Year Time Savings Account or Money Market Savings Account are insured by the FDIC for each account owner in the same manner as other deposits held by the account owner at FirstBank in the same ownership right and capacity. FDIC insurance generally is limited to \$250,000 for all deposits held by a depositor in the same ownership right and capacity at the same depository institution. To the extent that an account owner has deposited funds in excess of the FDIC insurance limitation then applicable, the repayment of contributions and payment of interest thereon are obligations only of FirstBank.

Implications for Withdrawals; Limitations on Transfer. An account owner may not be satisfied with the annual interest rate established in a particular year or there may be other reasons why an account owner may wish to withdraw or transfer amounts in a Plan account from the Plan. You should carefully consider the tax implications of a non-qualified withdrawal (which may be made at any time) and the limitations on transfers from the Plan to another Section 529 plan when considering the risks described in this Plan Disclosure Statement and the options for an account owner in responding to future Plan variables. See "Withdrawals" and "Tax Matters."

Penalty for Early Withdrawal from One-Year Time Savings Account. FirstBank imposes a penalty if funds are withdrawn from a One-Year Time Savings Account prior to the date of maturity of the One-Year Time Savings Account. This early withdrawal fee is equal to 90 days of interest on the amount withdrawn from the One-Year Time Savings Account. This early termination penalty applies to all withdrawals and reallocations initiated by the account owner and, in limited circumstances, initiated by CollegenInvest. (See "Smart Choice Plan Options – One-Year Time Savings Account.")

Impact of Inflation on Qualified Higher Education Expenses. Because returns for the Plan may be lower than other investment options, account owners relying primarily on this bank deposit option are more likely to need to supplement their savings as it is unlikely that their Plan account's earnings will keep pace with the rate of increase in the cost of higher education. Even if your Plan account balance (including contributions and earnings) reaches the Balance Limit – currently a combined \$400,000 for all Colorado Section 529 plans for a particular beneficiary from all sources – the balance in your Plan account may be insufficient to meet all of the beneficiary's qualified higher education expenses. The impact of inflation on qualified higher education expenses is uncertain and the rate of inflation could exceed the rate of return on your investment in a Plan account.

Changing Legal Regulations. It is possible that Congress, the Treasury Department, the IRS, the State of Colorado and other taxing authorities or the courts may take actions that will adversely affect the Plan as described in this Plan Disclosure Statement and/or that such adverse effects may be retroactive. In addition, the IRS may issue regulations under Section 529 of the Code. See "Tax Matters – Changing Tax Laws and Regulations." Any such regulations may alter the tax consequences summarized in this Plan Disclosure Statement, necessitate changes in the Plan to achieve the tax benefits described or have a significant impact on the Plan and your investment in your Plan account. CollegenInvest is not under any obligation to continue the Plan in the event that the tax or other federal or state law makes continued operation not in the best interests of account owners or beneficiaries. There can be no assurance that a change will not adversely affect the Plan or the value, either to you or to the beneficiary, of your investment in your Plan account.

Financial Aid Eligibility. The beneficiary may wish to participate in federal, state or institutional loan, grant or other programs that assist students and their parents in paying for educational costs. Being the account



owner or beneficiary of a Plan account may adversely affect the ability to receive financial aid or other benefits. The manner in which Account assets will be treated under such programs, particularly in connection with calculating the "expected family contribution" for purposes of determining eligibility for federal financial aid, is subject to interpretation and may change from time to time. In addition, individual schools are not required to use the federal financial aid methodology in awarding their institutional financial aid. Thus, the treatment of a Plan account by an individual school for institutional financial aid purposes may differ from the treatment of a Plan account under the federal financial aid methodology. There can be no assurance as to how your Plan account assets would be treated under such federal, state or institutional loan, grant or other financial assistance program. Account owners should consult a qualified advisor to determine how a Plan account may affect financial aid eligibility.

Medicaid Eligibility. The effect of a Plan account on an account owner's Medicaid eligibility is unclear, and there can be no assurance that a Plan account will not be viewed as a "countable resource" in determining an individual's financial eligibility for Medicaid. Withdrawals from a Plan account during certain periods may also have the effect of delaying the disbursement of Medicaid payments. You should consult a qualified advisor to determine how a Plan account may affect Medicaid eligibility.

Status of Claims Against Plan Accounts. Colorado law is intended to exempt Plan accounts and Plan account assets from all claims by creditors of the account owner or beneficiary. However, Colorado law does not exempt Plan accounts or Plan account assets from tax levy, garnishment, attachment or similar orders from the IRS. Neither an account owner nor a beneficiary may use an interest in a Plan account as a security for a loan, and any pledge of an interest in a Plan account is of no force and effect. As of the date of this Plan Disclosure Statement, courts have yet to interpret, apply or rule on matters involving this Colorado law. It is unclear whether a court located in Colorado or in another state would apply this Colorado law in the case of an account owner who is a resident of a state other than Colorado. Further, this Colorado exemption may not be enforceable or available to exempt an account owner's interest in a Plan account in the case of such an account owner's bankruptcy proceedings commenced under Title 11 of the United States Bankruptcy Code.

No Guarantee With Respect to Eligible Educational Institutions. There is no guarantee that, as a result of being the beneficiary of a Plan account, a beneficiary will be accepted at any eligible educational institution. Even after he or she begins to attend an eligible educational institution, there is no guarantee that the beneficiary will be able to continue to attend, that he or she will graduate, or that he or she will be considered a resident of any particular state for tuition purposes.

Amendment or Termination of Participation Agreement; Changes in the Plan. Collegenvest may, at any time and from time to time, amend the Plan, Participation Agreement or the Plan Disclosure Statement, or suspend or terminate the Plan and the Trust, for any reason and will give written notice of such suspension, termination or amendment if material and adverse to the interests of Account Owners generally.

No Recommendation by Plan Manager, Investment Provider or Collegenvest. The determination of whether to invest or how much to invest in the Plan are solely the decision of the Account Owner. An Account Owner should seek the advice of his or her financial professional in choosing to invest in the Plan.

Market Uncertainties and Other Events. Due to market uncertainties, the overall market value of your Plan account may exhibit volatility and could be subject to wide fluctuations in response to factors, including but not limited to regulatory or legislative changes, worldwide political uncertainties, and general economic conditions (such as including inflation and unemployment rates), acts of God, acts of civil or military authority, acts of government, accidents, environmental disasters, natural disasters or events, fires, floods, earthquakes, hurricanes, explosions, lightning, suspensions of trading, epidemics, pandemics, public health crises, quarantines, wars, acts of war (whether war is declared or not), terrorism, threats of terrorism, insurrections, embargoes, cyber attacks, riots, strikes, lockouts or other labor disturbances, disruptions of

supply chains, civil unrest, revolutions, power or other mechanical failures, loss or malfunction of utilities or communications services, delays or stoppage of postal or courier services, delays in or stoppages of transportation, and any other events or circumstances beyond our reasonable control whether similar or dissimilar to any of the foregoing (all enumerated and described events in this section individually and collectively, “**Force Majeure**”). All of these factors may cause the value of your Plan account to decrease (realized or unrealized losses) regardless of our performance or any systematic investing on your part.

Cybersecurity Risk. With the increased use of technologies such as the Internet to conduct business, the Plan and FirstBank are susceptible to operational, information security and related risks. In general, cyber incidents can result from deliberate attacks or unintentional events. Cyber attacks include, but are not limited to, gaining unauthorized access to digital systems (e.g., through “hacking” or malicious software coding) for purposes of misappropriating assets or sensitive information, corrupting data, or causing operational disruption. Cyber attacks may also be carried out in a manner that does not require gaining unauthorized access, such as causing denial-of-service attacks on websites (i.e., efforts to make network services unavailable to intended users). Cyber incidents affecting the Plan or FirstBank and other service providers have the ability to cause disruptions and impact business operations, potentially resulting in financial losses, the inability of FirstBank to transact business, violations of applicable privacy and other laws, regulatory fines, penalties, reputational damage, reimbursement or other compensation costs, or additional compliance costs. In addition, substantial costs may be incurred in order to prevent any cyber incidents in the future. While the Plan and FirstBank have established business continuity plans in the event of, and risk management systems to prevent, such cyber incidents, there are inherent limitations in such plans and systems including the possibility that certain risks have not been identified. Furthermore, the Plan and FirstBank cannot control the cybersecurity plans and systems put in place by them or any other third parties whose operations may affect them. The Plan and FirstBank could be negatively impacted as a result.

Tax, Investment Option and Cost Differences Among Section 529 Plans. There are a variety of Section 529 plans available to investors. State tax features vary by plan; Collegenvest does not render tax advice and you should consult your own tax advisor to determine the effect of state and federal tax benefits related to each plan. The nature and composition of available investment options and costs (including charges, fees and expenses) vary from plan to plan. You should consider the wide variety of plans and related costs available to you.

Other Considerations. An investment in the Plan will not be appropriate for all persons. It provides an alternative for account owners who are unwilling to tolerate volatility and are willing to accept returns that may be lower than those offered by other investment options. You should evaluate the Plan, the interest rates offered under the various Smart Choice Plan Options and the strength of FirstBank in the context of your overall financial situation, investment goals, other resources and needs (such as liquidity) and other investments. You may want to save for higher education by making investments in addition to or other than through the Plan. **You should consult a qualified financial advisor to evaluate the appropriateness of the Plan to your financial circumstances.**

## **Tax Matters**

The following discussion summarizes certain aspects of the federal income, gift, estate and generation-skipping transfer tax and Colorado income tax consequences relating to the Trust and your contributions to, and withdrawals from, your Plan account. This discussion does not address other taxes, including taxes imposed by a state other than Colorado or taxes imposed by any U.S. possession or foreign jurisdiction.

Caveats with Respect to Tax Discussion. This summary is not exhaustive, and you should not construe it as providing advice on your particular situation. In addition, there can be no assurance that the IRS will accept the conclusions in this Plan Disclosure Statement, or, if challenged by the IRS, that these

conclusions would be sustained in court. The applicable tax rules are complex, some of the rules are uncertain, and their application to any particular person may vary according to facts and circumstances specific to that person. **You should consult a qualified tax advisor regarding the application of the law to your circumstances.**

The Colorado income tax deduction for contributions to the Plan, as described in this Plan Disclosure Statement, is available only to Colorado taxpayers investing in Colorado plans under current law, which may be changed through future legislative or judicial action. If you are not a Colorado taxpayer, depending upon the laws of your home state or the home state of your beneficiary, favorable state tax treatment or other benefits offered by such home state for investing in Section 529 plans may be available only if you invest in the home state's Section 529 plan. Any state-based benefit offered with respect to a particular Section 529 plan should be one of many appropriately weighted factors considered in making an investment decision. 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 that state's Section 529 plans.

Changing Tax Laws and Regulations. This summary is based on the relevant provisions of the Code and Colorado tax law, regulations previously proposed but not adopted by the IRS, and legislative history and interpretations of applicable federal and Colorado law existing on the date of this Plan Disclosure Statement. Changes to federal or state tax laws could occur in the future that could have a significant impact on the Plan and your investment in the Trust or result in termination of the Plan.

Maximum Account Balance Limit. The federal income tax laws require that a limit be placed on the amount that can be invested in a Plan account. Currently, the aggregate Balance Limit under the Plan for the benefit of a particular beneficiary is \$500,000. Plan accounts for the same beneficiary funded from all Account Owners are aggregated for purposes of applying this limitation, together with investments for the same beneficiary in other Colorado Section 529 Plans, including the Collegenest Direct Portfolio College Savings Plan, the Scholars Choice College Savings Program and the Stable Value Plus College Savings Plan. Additional contributions to a Plan account (including the invested principal portion, but not the earnings portion, of rollovers from another Section 529 plan) will not be accepted, or, if accepted, will be returned together with any earnings thereon, to the extent that the contribution would cause the aggregate balance for all applicable accounts for such beneficiary to exceed the Balance Limit. However, if the aggregate balance in the Plan accounts and all other Colorado Section 529 plans for the benefit of the beneficiary later falls below the Balance Limit, additional contributions to Plan accounts may be made. It is possible that Collegenest will periodically increase the Balance Limit in the future to reflect increases in higher education costs. You will be notified of any changes in the Balance Limit. Such notification may be made pursuant to an updated Plan Disclosure Statement or at [collegeinvest.org](http://collegeinvest.org).

Federal Income Tax Treatment of Contributions and Distributions. The Plan is designed to constitute a "qualified tuition program" under Section 529 of the Code. Contributions to a Plan account will not result in taxable income to the beneficiary. A contributor may not deduct the contribution from income for federal income tax purposes. Please see "Contributions and Balance Limit" for further information regarding contributions. Generally, earnings in the Trust will not be includible in computing the federal taxable income of the account owner or the beneficiary while held in the Plan account. As described in greater detail below, whether the earnings are taxed upon withdrawal depends upon how the withdrawal is used.

Qualified Withdrawals. Qualified withdrawals, which are withdrawals used to pay for "qualified higher education expenses," will be excludable from the beneficiary's and the account owner's federal taxable income. Please see "Summary of Key Features– Qualified Higher Education Expenses" above for a discussion of what constitute "qualified higher education expenses." Account owners should retain documentation such as invoices and receipts adequate to substantiate to the IRS the qualifying use of such

withdrawals. There are two components to such a qualified withdrawal: one component is return of principal; the other is a distribution of earnings. Although neither component is taxable for a qualified withdrawal, separately accounting for such components is necessary in order to determine how much of the remaining investment in the Plan account consists of earnings and how much consists of principal invested. The earnings portion of a particular withdrawal will generally be determined as of the date of the withdrawal, rather than in the aggregate for all distributions as of the end of the year.

Pending guidance from the IRS, it is unclear whether a withdrawal used to pay for qualified higher education expenses incurred or paid prior to the establishment of the Plan account will be treated as a qualified withdrawal. Pending guidance from the IRS, it is also unclear whether a withdrawal taken before January 1st or after December 31st of the year in which the qualified higher education expenses were incurred and paid will be treated as a qualified withdrawal. Please consult with a qualified tax advisor.

If a withdrawal is made from a Plan account to pay the qualified higher education expenses of a beneficiary and the beneficiary receives a refund of any qualified higher education expenses from an Eligible Educational Institution, the amount withdrawn will not be includible in income to the extent it is recontributed to a Plan account or to an account under another Section 529 plan, in each case for which the beneficiary is the beneficiary, but only to the extent such recontribution is made not later than 60 days after the date of such refund and does not exceed the refunded amount. The account owner is responsible for identifying to Collegenvest any contribution to a Plan account that qualifies for the treatment described in this paragraph and for certifying to Collegenvest that the conditions for such treatment have been satisfied.

"Qualified higher education expenses" (for federal tax purposes, but not Colorado tax purposes) also include (i) K-12 tuition expenses (not to exceed \$10,000 per year in the aggregate from all Colorado and non-Colorado Section 529 plans with respect to a beneficiary), and (ii) student loan repayments (subject to a \$10,000 lifetime cap per individual). Account owners are responsible for monitoring and complying with such \$10,000 aggregate limit per tax year and \$10,000 lifetime cap per individual.

Non-Qualified Withdrawals. Under Section 529, the earnings portion of withdrawals from a Plan account other than qualified withdrawals (i.e., non-qualified withdrawals) is includible in computing the income of the account owner (or possibly of the beneficiary if the non-qualified withdrawal is paid to the beneficiary) for federal income tax purposes in the year in which the non-qualified withdrawals are made, except for certain non-taxable transfers to a Plan account or another Section 529 Plan as outlined in "Transfers between Plan Accounts of Different Designated Beneficiaries or Different Section 529 Plans." The computation of the portion of a non-qualified withdrawal that is includible in taxable income is made under a pro-rata allocation between a nontaxable return of principal and a taxable distribution of earnings.

The earnings portion of any non-qualified withdrawal generally will be subject to an additional 10% federal tax, in addition to applicable income tax. The additional 10% federal tax will not apply, however, to (i) withdrawals made to make payments to a beneficiary of a beneficiary (or to the beneficiary's estate) upon the death of the beneficiary; (ii) withdrawals made on account of the disability of the beneficiary; (iii) withdrawals made on account of a scholarship received by the beneficiary (or similar education-related receipts), to the extent that the withdrawals do not exceed the amount of the scholarship (or such receipts); (iv) withdrawals in an amount equal to the amount of the beneficiary's qualified higher education expenses taken into account in determining the beneficiary's American Opportunity Credit or Lifetime Learning Credit; and (v) withdrawals made on account of the attendance of the beneficiary at a United States military academy (subject to limitations). Non-qualified withdrawals that qualify for an exception to the additional 10% federal tax are still subject to applicable federal and state income tax.

A "financial" emergency would not entitle you to any special treatment under federal or Colorado tax laws, or with respect to the additional 10% federal tax. As noted above, you would be entitled to an exception to the additional 10% federal tax (but not to the imposition of applicable income tax) if you make a permissible

non-qualified withdrawal in the case of a beneficiary who dies, becomes disabled, receives a scholarship, or attends a United States military academy.

Tax Reporting. FirstBank will issue an IRS Form 1099-Q in the event of a withdrawal or trustee-to-trustee rollover from a Plan account. It is the responsibility of the recipient of the 1099-Q (which will be the account owner unless the withdrawal is paid directly to the beneficiary or to an eligible educational institution for the benefit of the beneficiary) to determine whether a withdrawal is a qualified withdrawal or a non-qualified withdrawal and whether any income tax or the additional 10% federal tax may apply.

CollegelInvest may also release information about contributions to and withdrawals from a Plan account and as otherwise requested to the Colorado Department of Revenue as permitted by law.

Losses Upon Withdrawal. If an account owner has an investment loss in a Plan account, the account owner can take the loss as a deduction on the account owner's tax return but only when all amounts from that Plan account have been withdrawn and the total withdrawals are less than the total contributions to the Plan account. The loss can be claimed as a miscellaneous itemized deduction, subject to the 2% of adjusted gross income limit.

Aggregation of Plan Accounts. All Plan accounts with the same account owner for the benefit of a single beneficiary must be treated as a single account for purposes of calculating the earnings portion of each distribution. Thus, if more than one Plan account is created by an account owner for a beneficiary, and a non-qualified withdrawal is made from one or more of such Plan accounts, the amount includible in income must be calculated based upon the ratio of total earnings in all such Plan accounts to the total amount in such Plan accounts. Consequently, the amount withdrawn from a Plan account may carry with it a greater or lesser amount of income than the earnings in that account alone would justify, depending on the earnings in the other relevant Plan account or Plan accounts.

Transfers between Plan Accounts of Different Designated Beneficiaries or Different Section 529 Plans. An account owner may change the person designated as a beneficiary of a Plan account without taking a withdrawal and without income tax consequences (provided that the new beneficiary is a "member of the family" of the old beneficiary (defined below)).

In addition, an account owner may transfer (*i.e.*, "rollover") an amount that has been withdrawn from a Plan account to a Plan account for a different beneficiary (provided that the new beneficiary is a "member of the family" of the old beneficiary (defined below)), may transfer (*i.e.*, "rollover") an amount that has been withdrawn from an account under another state's Section 529 "qualified tuition program" to a Plan account for a different beneficiary (provided that the new beneficiary is a "member of the family" of the old beneficiary (defined below)), or may transfer (*i.e.*, "rollover") an amount that has been withdrawn from a Plan account to a Plan account for a different beneficiary under another Section 529 "qualified tuition program," in each case without the amount transferred having to be included at that time in the federal taxable income of the account owner or any beneficiary and without the tax on non-qualified withdrawals (provided that certain requirements are satisfied). Rollovers must occur within 60 days of withdrawal. Rollovers to another Section 529 plan include "direct rollovers" in which withdrawal proceeds are transferred directly by CollegelInvest to another Section 529 plan and invested directly in an account under such Section 529 plan.

In order to qualify for favorable tax treatment, a new designated beneficiary must be a "member of the family" of the current beneficiary as set forth in Code sections 152(d)(2) and 529(e)(2). Thus, the new beneficiary must have one of the following relationships to the current beneficiary: (i) child or a descendant of a child; (ii) brother or sister; (iii) stepbrother or stepsister; (iv) father or mother, or an ancestor of either; (v) stepfather or stepmother; (vi) son or daughter of a brother or sister; (vii) brother or sister of the father or mother; (viii) son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, or sister-in-law; or (ix) first cousin. A spouse of a family member described in (i) through (ix) above or the spouse of the beneficiary

also is considered a family member. For purposes of these rules, a child includes a son, daughter, stepson, stepdaughter and eligible foster child, and a legally adopted child is treated as a child by blood and the terms brother and sister include a brother or sister by half-blood.

If there are other Plan accounts open for the benefit of the new beneficiary, you may be limited in how much of your Plan account can be used for the new beneficiary under the aggregate Balance Limit.

If the new beneficiary is a member of a younger generation than that of the current beneficiary, a federal gift tax may apply and if the new beneficiary is two or more generations younger than the current beneficiary, a federal generation-skipping transfer tax may apply. Under the existing Section 529 proposed regulations, these taxes are imposed on the prior beneficiary and not the account owner, but the treatment of such transactions under the current provisions of Section 529 is unclear. If applicable, this tax applies in the year in which the money is withdrawn from a Plan account or in which the beneficiary is changed. Please consult with a qualified tax advisor regarding the possible application of these taxes.

As stated above, tax-free treatment is available for a rollover to an account in another Section 529 plan for the benefit of the same beneficiary, provided that it has been at least 12 months since the most recent such rollover for that beneficiary. Such a rollover must occur within 60 days of withdrawal. Rollovers to another Section 529 plan include "direct rollovers" in which withdrawal proceeds are transferred directly by CollegenInvest to another Section 529 plan and invested directly in an account under such Section 529 plan. A transfer to another Colorado Section 529 plan for the same beneficiary is not subject to this 12-month rule, but is instead subject to the investment change limitation described in "Changing Investment Options." A withdrawal and subsequent reinvestment to a Colorado Section 529 Plan for the same beneficiary is not a tax-free rollover and thus may be treated as a non-qualified withdrawal. For a discussion of certain further programmatic limitations, see "Certain Investment Considerations – Implications for Withdrawals; Limitations on Transfer."

Rollover amounts from another Section 529 plan generally retain their character as earnings and invested principal. Until the plan receiving the rollover receives documentation from the distributing plan showing the earnings portion, however, the receiving plan will treat the entire amount of the rollover as earnings.

Federal Estate and Gift Taxes. Contributions to Plan accounts are considered completed gifts for federal estate and gift tax purposes. Generally, if the account owner dies while there is still money in his or her Plan account, the value of the Plan account would not be included in the account owner's estate (except in the situation described below relating to the gift tax election for investments exceeding \$16,000 in any one year). However, amounts distributed to a beneficiary of the beneficiary (or the estate of the beneficiary) on account of the death of a beneficiary may be included in the gross estate of that beneficiary for federal estate tax purposes.

Account contributions are potentially subject to federal gift tax payable by the contributing account owner and are potentially subject to the federal generation-skipping transfer tax if the beneficiary is a member of a generation that is two or more generations younger than the generation of the account owner. Generally, if an account owner's contributions to a Plan account or Plan accounts for a beneficiary, together with all other gifts by the account owner to the beneficiary, are less than \$16,000 per year (\$32,000 per married couple electing to gift split), no federal gift tax or generation-skipping transfer tax will be imposed on the account owner for gifts to the beneficiary during that year.

If an account owner's contributions to a Plan account for a beneficiary in a single year is greater than \$16,000 (\$32,000 per married couple electing to gift split), the account owner may elect for federal gift tax purposes to treat contributions up to \$80,000 (\$160,000 per married couple electing to gift split) as having been made ratably over a five-year period to such beneficiary. Once this election is made, if the account owner makes any additional gifts for the same beneficiary in the same or next four years, such gifts may

be subject to federal gift or federal generation-skipping transfer taxes in the calendar year of the gift. However, if the account owner dies before the 5-year period has elapsed, the portion of the contributions allocable to years remaining in the 5-year period (except for earnings on such investment) would be includible in the account owner's estate for federal estate tax purposes.

A withdrawal from a Plan account, a permissible change of the beneficiary or a permissible transfer to a Plan account for another beneficiary will not be subject to federal gift or transfer tax, except that such a change or transfer will potentially be subject to federal gift tax if the new beneficiary is of a younger generation than the beneficiary being replaced and will potentially be subject to the federal generation-skipping transfer tax if the new beneficiary is two or more generations younger than the beneficiary being replaced. Please consult with a qualified tax advisor.

Generally, taxpayers are eligible for a limited generation-skipping transfer-tax exemption that will be allocated to transfers that are subject to generation-skipping transfer tax. Accordingly, this tax may not apply to many account owners and beneficiaries. However, where it applies, it is imposed at a flat rate.

Income, estate, gift, and generation-skipping transfer-tax issues arising in connection with 529 Plans can be complicated. You and the beneficiary should consult a qualified tax advisor about these issues and the specific application of these rules to your particular circumstances.

Education Savings Accounts (ESAs). ESAs permit deferral of federal income tax liability and possible exclusion from gross income for earnings in such ESAs. If withdrawals are made from a Plan account and an ESA in the same year for the same beneficiary in excess of qualified higher education expenses, however, you will need to allocate qualified higher education expenses between the two programs.

You may make contributions to your Plan account and to an ESA in the same year. You may also take a distribution of part or all of your ESA and invest the distribution proceeds in your Plan account. Such a distribution on behalf of the same designated beneficiary is considered a qualifying ESA distribution that is not subject to federal income tax. Amounts that are so invested retain their character as earnings and invested principal provided appropriate documentation is received from the ESA.

Series EE and I Savings Bonds. Interest on Series EE Savings Bonds issued January 1990 and later, as well as interest on all Series I Savings Bonds, may be completely or partially excluded from federal income tax if bond proceeds are used to pay certain higher education expenses at an eligible educational institution or are contributed to a Plan account in the same calendar year the bonds are redeemed. For this purpose, qualifying expenses include only certain tuition and fees and do not include the cost of books, room and board. The amount of higher education expenses taken into account in calculating the interest excludable from income is reduced by scholarships, fellowships, and certain other forms of tuition assistance. Certain income limitations apply and the beneficiary must have a specified relationship with the account owner. Provided appropriate documentation is furnished to the Plan, the original purchase price of the bonds redeemed and contributed to a Plan account will be added to the contribution portion of the Plan account, with the interest added to earnings.

Hope Scholarship and Lifetime Learning Credits. A taxpayer may not claim a Hope Scholarship Credit or Lifetime Learning Credit for amounts withdrawn tax free from a Plan account and used for qualified higher educational expenses, but may be eligible for these credits for educational expenses paid from other sources during the year.

Tax Deduction for Education Expenses. A deduction for the payment of tuition and related expenses may be claimed by taxpayers who fall within certain income limits. The deduction may not be claimed, however, for expenses that were paid from the earnings portion of a tax-free withdrawal from a Plan account.

Effect on Other Federal Tax Benefits. Under certain circumstances, the interest paid with respect to a loan used to fund eligible higher education expenses is deductible for federal income tax purposes. To the extent that withdrawals are made from a Section 529 plan to pay eligible higher education expenses, the amount of such expenses is not eligible for a loan, the interest on which is otherwise deductible for federal income tax purposes. Under certain circumstances, the interest on United States savings bonds used to pay higher education expenses may be excluded from taxable income for federal tax purposes. To the extent withdrawals are made from a Section 529 plan for higher education expenses, such expenses cannot also be treated as paid with the United States savings bonds for purposes of this exclusion.

State of Colorado Income Tax. **The following information applies only to Colorado taxes. Any Colorado tax benefits offered in connection with the Plan are only available to certain Colorado taxpayers. You should consult with a qualified tax advisor regarding the application of Colorado tax rules to your particular circumstances.**

**Contributions.** Individuals, estates and trusts subject to Colorado income tax will generally be entitled to a Colorado income tax deduction for contributions to the Plan, which can be taken to the extent of their Colorado taxable income for the year for contributions made to a Plan account in such year (subject to limitations beginning in 2022, as discussed below). The Colorado Department of Revenue does not treat a transfer or rollover from another Section 529 plan to the Plan as a contribution eligible for the Colorado income tax deduction. Generally, earnings in the Trust are not included in computing the Colorado state taxable income of the account owners or the beneficiary.

For income tax years commencing on or after January 1, 2022, the Colorado income tax deduction otherwise available for contributions to any Colorado 529 plan or any 529 plan affiliated with an educational institution in Colorado is not to exceed \$20,000 per taxpayer per beneficiary for a taxpayer who files a single return, or \$30,000 per tax filing per beneficiary for taxpayers who file a joint return. For income tax years commencing on or after January 1, 2023, the deduction limits described in the preceding sentence will be adjusted annually by the percentage change in the combined average annual costs of tuition and room and board for all Colorado institutions of higher education as determined by the Colorado Department of Education. You should consult with a qualified tax advisor regarding the application of these deduction limits to your particular circumstances.

**Withdrawals.** Qualified withdrawals are not included in Colorado taxable income of the account owner or beneficiary. The earnings portion of any withdrawal other than a qualified withdrawal is subject to Colorado income tax. Colorado authorities have determined that withdrawals for K-12 tuition expenses or to make principal or interest payments on qualified education loans, while qualifying, subject to certain limits, for treatment as a Qualified Withdrawal for federal tax purposes, will be treated as non-qualified withdrawals subject to Colorado income tax. Apprenticeship program expenses will be treated as qualified higher education expenses for Colorado tax purposes. Account owners should consult their tax advisor before using an account to pay for any K-12 tuition expenses or to make student loan repayments.

**Recapture.** For withdrawals other than (i) to pay qualified higher education expenses, (ii) as a result of the beneficiary's death or disability, or (iii) as a result of receiving a scholarship (to the extent the withdrawal does not exceed the amount of the scholarship), the portion of the withdrawal attributable to contributions previously deducted for Colorado income tax purposes is subject to recapture and must be added to taxable income of the taxpayer who took the deductions, in the year in which the withdrawal is made. The recapture provision applies to a rollover to a non-Colorado Section 529 plan or ABLE account as well as a withdrawal to pay for any K-12 tuition expenses or to make student loan repayments. While the State will recapture amounts attributable to a State tax deduction taken for the non-qualified withdrawal amounts, Collegenvest has not imposed any other penalty that it deducts on such withdrawals.



## More about the Plan

CollegelInvest. CollegelInvest is a division of the Department of Higher Education of the State of Colorado (the "**Department**"). The members of CollegelInvest's nine-person Board of Directors (the "**Board**") are appointed by the Governor of the State and confirmed by the Colorado Senate. CollegelInvest generally oversees FirstBank's activities in providing services for the Plan. In particular, the Board, with the approval of the Executive Director of the Department, has the responsibility to select a financial institution to manage the Plan assets. CollegelInvest acts in a fiduciary capacity with respect to the Plan. In addition to the Plan, CollegelInvest currently offers three other Section 529 plans as part of its Program.

FirstBank. FirstBank Holding Company has agreed to provide management, marketing and administrative services as Manager of the Plan and, in conjunction therewith, will provide through its individual branch locations certain banking products for the Plan as the Smart Choice Plan Options. FirstBank has been providing full service banking for over 45 years. Headquartered in Lakewood, FirstBank is Colorado's largest locally owned bank and has locations throughout the front range including the Denver Metro area, Boulder, Longmont, Fort Collins, Loveland, Greeley, Colorado Springs and the mountain communities of Aspen, Avon, Breckenridge, Glenwood Springs, Vail, and Silverthorne. FirstBank also has locations in Palm Desert, California and Arizona.

Exemptions from Registration. Interests in the Trust through which Smart Choice Plan Options are offered have not been registered as securities under the Securities Act of 1933, as amended, pursuant to an exemption from registration available for obligations issued by a state. Similarly, the Trust interests have not been registered with the securities authorities of any state where applicable exemptions from registration are available. The Trust has not been registered as an investment company under the Investment Company Act of 1940, as amended, since the provisions of that Act exclude from registration any instrumentality of a state.

Other Investment Plans. There are options other than the Plan for saving for the expenses of attending an eligible educational institution, including the Scholars Choice College Savings Program, the CollegelInvest Direct Portfolio College Savings Plan and the Stable Value Plus College Savings Plan, each of which is administered by CollegelInvest. If you are a resident of a state other than Colorado you may have the opportunity to participate in a Section 529 plan sponsored by your home state that may provide state tax benefits not available to you by participating in the Plan. Each Section 529 plan has its own eligibility requirements and tax benefits. You should determine the interaction between these plans if you intend to use more than one, since there may be limitations. Generally, you are not permitted to use the same educational expense for computing benefits from more than one such plan.

Notices; Forms; Contact Information. CollegelInvest and FirstBank have agreed to give notice to account owners about certain information and various events relating to the Plan. All such notices may be made pursuant to an updated Plan Disclosure Statement or by a posting on the CollegelInvest website at [www.collegeinvest.org](http://www.collegeinvest.org) or the FirstBank website at [www.efirstbank.com](http://www.efirstbank.com). Account owners are responsible for alerting FirstBank to any change of address. You may also visit the FirstBank website ([www.efirstbank.com](http://www.efirstbank.com)) to obtain this Plan Disclosure Statement and Plan account applications. Notices, Plan account applications and other information can also be obtained by calling a FirstBank representative, 24 hours a day, seven days a week, at (303) 237-5000 or toll-free at 1 (800) 964-3444.

# COLLEGEINVEST SMART CHOICE COLLEGE SAVINGS PLAN<sup>SM</sup>

## PARTICIPATION AGREEMENT

October 2022

### General Information

This Participation Agreement contains the terms governing the Plan account that you will establish pursuant to the CollegeInvest Smart Choice College Savings Plan (the "**Plan**"). CollegeInvest, a division of the Colorado Department of Higher Education ("**CollegeInvest**"), administers a college savings program (the "**Program**") and offers the Plan as part of the Program. The Plan is designed to qualify for treatment as a qualified tuition program within the meaning of Code Section 529 (a "**Section 529 plan**"). **By signing the Smart Choice College Savings Plan Account Application and becoming the Account Owner of your Account, you agree to be bound by the terms of this Agreement, which Participation Agreement is deemed effective as of the date you execute the Account Application.**

The Plan is designed to help you save for the Qualified Higher Education Expenses of the beneficiary you designate in the Account Application. Your investment in the Plan will be deposited in a separate Plan account that is part of the Smart Choice College Savings Trust (the "**Trust**"). Assets of the Trust will be deposited in Smart Choice Plan Options offered through its individual branch locations by FirstBank Holding Company ("**FirstBank**") under the College Savings Manager Services Contract (the "**FirstBank Agreement**") between FirstBank and CollegeInvest, as issuer and administrator of the Plan. As Manager of the Plan, FirstBank will also provide all marketing, administrative, recordkeeping and other services for the Plan, including the collection and processing of contributions by participants in the Plan, the processing of withdrawal requests and the payment to you of the amounts requested. **FirstBank is solely responsible for the performance of these Plan services and in no event shall CollegeInvest have any liability with respect to the performance or nonperformance of any services by FirstBank.**

The Plan Disclosure Statement sets forth in greater detail the terms of the Plan. The Plan Disclosure Statement is incorporated in its entirety by reference thereto in this Participation Agreement. **Before making any investment under the Plan, you must read the Plan Disclosure Statement in its entirety. Call a FirstBank representative 24 hours a day, seven days a week, at (303) 237-5000 or toll-free at 1 (800) 964-3444 with any questions.**

The Trust assets are being deposited to the Smart Choice Plan Options that you have requested, and repayment of amounts deposited and payment of certain interest earnings on such deposits by the Trust in the Smart Choice Plan Options are guaranteed by FirstBank. If for any reason FirstBank is unable to repay the principal and pay interest due on the Smart Choice Plan Options, amounts on deposit in each Money Market Savings Account and One-Year Time Savings Account will be insured by the FDIC for each Account Owner in the same manner as other deposits held by the Account Owner at FirstBank in the same ownership right and capacity. FDIC insurance is limited to \$250,000 for all deposits held by a depositor in the same ownership right and capacity at the same depository institution. For more information on FDIC insurance, visit [www.fdic.gov](http://www.fdic.gov). You will be notified in writing in the event that the Smart Choice Plan Options are no longer offered, and you will be provided information at that time regarding any alternate options for deposit of Trust assets.

### Definitions

Terms used in this Participation Agreement shall have the meanings set forth below. Any terms not defined in this Participation Agreement shall have the meanings given them in the Plan Disclosure Statement.

"**Account**" or "**Plan account**" means your individual account established and maintained as part of the Trust. The money you contribute under the Plan will be allocated to your Account. You may open more than one Account for the same beneficiary.

"**Account Application**" refers to the Smart Choice College Savings Plan Account Application that may be either paper copy or electronic.

"**Account Owner**," "**you**" or "**your**" refers to the individual or entity signing the Account Application and opening a Plan account.

"**Act**" refers to Title 23, Article 3.1, Part 3, Colorado Revised Statutes, as amended, which requires and authorizes the establishment of a college savings program to be developed and implemented by CollegenInvest as a Section 529 Program and which may include various plans, including the Plan.

"**Alternate Investments**" means any investments other than the Smart Choice Plan Options in which the Trust assets may be invested from time to time in accordance with the Policy Statement.

"**Annual Percentage Yield (APY)**" – For an interest-bearing deposit account, such as a savings account, APY is the effective annual rate of return an account will yield taking into account the effect of compounding interest. Due to compounding, the APY will be greater than the periodic rate multiplied by the number of periods in the year.

"**beneficiary**" means the person you identify on the Account Application as the beneficiary of the Plan account whose Qualified Higher Education Expenses will be paid from the Plan account.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**CollegenInvest**" refers to CollegenInvest, a division of the Colorado Department of Higher Education of the State of Colorado. CollegenInvest is the issuer and administrator of the Plan.

"**Eligible Educational Institutions**" are institutions of higher education that are described in Section 481 of the Higher Education Act of 1965 (20 U.S.C. 1988), as in effect on August 5, 1997, and are eligible to participate in a program under Title IV of such Act.

"**Family Member**" means a member of the family, as defined in Code Section 529(e)(2).

"**FDIC**" means Federal Deposit Insurance Corporation.

"**FirstBank**" refers to FirstBank Holding Company, which will serve initially as Manager of the Plan.

"**FirstBank Agreement**" means the College Savings Manager Services Contract entered by and between FirstBank and CollegenInvest, as administrator, in connection with the Plan.

"**K-12 Tuition Expenses**" means expenses for tuition at an elementary or secondary public, private or religious school (not to exceed \$10,000 per year in the aggregate from all Colorado and non-Colorado Section 529 plans with respect to a beneficiary).

"**Manager**" refers to FirstBank or such other financial institution selected by CollegenInvest to provide services in connection with the Plan.

"**Money Market Savings Account**" means a Money Market Savings Account deposited with the FirstBank branch location that you select or that is selected by FirstBank if you do not specify a particular FirstBank

branch location, which account will qualify as a Smart Choice Plan Option. The interest rate and APY on this Smart Choice Plan Option will change every Wednesday and on the first business day of each month.

**"Non-Qualified Withdrawal"** means a withdrawal from a Plan account other than a Qualified Withdrawal.

**"One-Year Time Savings Account"** means a savings account with a one-year term deposited with the FirstBank branch location that you select or that is selected by FirstBank if you do not specify a particular FirstBank branch location, which account will qualify as a Smart Choice Plan Option. The interest rate and APY may change every Wednesday and on the first business day of each month. Multiple deposits may be made during the one-year term with no minimum deposit required. Additional deposits during the one-year term do not extend the one-year maturity of a One-Year Term Savings Account. Interest will be compounded daily and credited to the One-Year Time Savings Account quarterly and at the one-year maturity. If you withdraw any principal in a One-Year Time Savings Account before the one-year maturity date, an early withdrawal penalty equal to 90 days of interest on the amount withdrawn will be charged to the One-Year Time Savings Account. Early withdrawal penalties will not be applied in the event of the death or mental incompetency of any Account Owner or upon termination by CollegenInvest of the FirstBank Agreement due to a default by FirstBank.

**"Plan Disclosure Statement"** means the CollegenInvest Smart Choice College Savings Plan Disclosure Statement, as amended and supplemented from time to time.

**"Policy Statement"** refers to the Investment Policy Statement established by CollegenInvest for the Plan. The Policy Statement sets forth the policies, objectives and guidelines that govern the application of Trust assets.

**"Qualified Higher Education Expenses"** means (i) tuition, room and board (including off-campus housing) expenses subject to certain limits, fees, books, supplies and equipment required for enrollment or attendance of the Beneficiary at an Eligible Educational Institution, and (ii) expenses for the purchase of computer or peripheral equipment (as defined in Section 168(i)(2)(B) of the Code), computer software (as defined in Section 197(e)(3)(B) of the Code), or Internet access and related services, if such equipment, software, or services are to be used primarily by the beneficiary during any of the years the beneficiary is enrolled at an Eligible Educational Institution, all within the meaning of Code Section 529(e)(3) and fees, books, supplies and equipment required for a beneficiary's participation in an apprenticeship program that is registered and certified with the U.S. Department of Labor. Expenses for computer software designed for sports, games, or hobbies do not qualify as qualified higher education expenses unless the software is predominantly educational in nature. K-12 Tuition Expenses and Student Loan Repayments qualify as Qualified Higher Education Expenses for federal tax purposes but not for Colorado tax purposes. State tax treatment of withdrawals for such expenses and payments is determined by the state where you file state income tax. Account Owners should consult with a qualified tax professional before withdrawing funds for any such expenses and payments.

**"Qualified Withdrawal"** means a withdrawal from a Plan account to pay the Qualified Higher Education Expenses of the beneficiary.

**"Smart Choice Plan Options"** means the Money Market Savings Accounts and the One-Year Time Savings Accounts, and any additional or alternative investment options which may in the future be, offered by FirstBank to the Account Owners under the FirstBank Agreement.

**"State"** refers to the State of Colorado.

**"Student Loan Repayments"** means principal or interest paid on any qualified education loan (subject to a \$10,000 lifetime cap per individual).

"Trust" means the Smart Choice College Savings Trust. The Plan accounts are part of the Trust, which is administered by CollegenInvest and held in the name of CollegenInvest on behalf and for the benefit of beneficiaries.

### **Contributions to Your Plan Account**

1. You may make contributions to your Plan account or accounts in cash only. For these purposes, making contributions in cash means putting money in your Plan account by check, bank transfers, Electronic Funds Transfer ("**EFT**"), on-line account transfers and payroll deductions acceptable to FirstBank and CollegenInvest. Contributions to a Plan account may be made by Account Owners and others in person at a FirstBank banking location, by mail, or by wire transfer. Checks must be drawn on a U.S. bank, and should be made payable to "CollegenInvest Smart Choice." Third party checks will only be accepted at FirstBank's discretion. Account Owners and other people may also make systematic contributions to Plan accounts by payroll deduction or by EFT from a bank account. In order to contribute by payroll deduction, the Account Owner's or other person's employer must offer payroll deduction for CollegenInvest or FirstBank, and the Account Owner or other person making a contribution must complete an applicable form provided by such employer.
2. Amounts contributed to your Plan account will be invested in the Smart Choice Plan Option at your direction in the Trust as described in the Plan Disclosure Statement. Contributions to your Plan account will be applied based on the day of the week and time of the day of the contribution. If making a contribution and directing the investment in a Smart Choice Plan Option at a FirstBank location, cut-off times may vary by the location's close of business that day. The cut-off time for contributions made by an internet banking transfer will be 9:00 p.m. Contributions to a Plan account made with liquidated assets of an UTMA/UGMA account, and contributions resulting from account transfers, may take up to three business days to process. On-line contributions and contributions funded by recurring EFT may take one to four business days to process completely. Contributions will be credited to your Plan account only if the documentation received from you is complete and in good order.
3. There is no minimum contribution level for initial or subsequent contributions to a Plan account.
4. Your contributions will be directed to a Plan account established for the purpose of funding the Qualified Higher Education Expenses of the beneficiary (each Plan account can be for only one beneficiary) that you designate when you make your initial contribution.
5. For each beneficiary, there is a maximum aggregate Balance Limit of \$500,000 from all sources for all Plan accounts established under the Plan and accounts in all other Colorado Section 529 plans (including the CollegenInvest Direct Portfolio College Savings Plan, the Scholars Choice College Savings Program and the Stable Value Plus College Savings Plan) which have that beneficiary as the beneficiary of such Account. This maximum aggregate Balance Limit which includes aggregate contributions and earnings is subject to change, and CollegenInvest will notify you of any such changes. Such notification may be made pursuant to an updated Plan Disclosure Statement or by a posting on the CollegenInvest website at **[www.collegeninvest.org](http://www.collegeninvest.org)**.

### **Investment of Plan Account Assets**

1. FirstBank will separately maintain your Plan account as part of the Trust. The funds you contribute will be credited to your Plan account and will not be pooled with amounts credited to the Plan accounts of other Account Owners. Contributions to all Plan accounts will be treated as deposits to the specified Smart Choice Plan Option.

2. You may direct the investment of contributions to your Plan account. In addition, you may change the option for a Plan account for any reason twice during any calendar year and also upon a change in the person designated as beneficiary of your Plan account. You may request such a change in option only by completing the designated form, which can be obtained from FirstBank. Subject to applicable limitations, you may change the option for all or a portion of the assets in your Plan account. The limitation on changing options applies on an aggregate basis to all Plan accounts and all accounts under other Colorado Section 529 plans, including the Scholars Choice College Savings Program, CollegenInvest Direct Portfolio College Savings Plan and the Stable Value Plus College Savings Plan, having the same Account Owner and the same beneficiary. Thus, you will not be permitted to change the options for your Plan account (assuming you do not change the beneficiary on the Plan account) if, within the same calendar year, you have already made two investment option changes in the aggregate in Accounts you maintain under the Plan or changed in accounts you maintain under Colorado Section 529 plans for the same beneficiaries. In addition, any transfer between a Plan account and an account you maintain for the same beneficiary under another Colorado Section 529 plan is considered a change of option for purposes of the investment change limitation. For purposes of the twice a calendar year investment option change limitation, all investment option changes in more than one Account (and/or accounts under other Colorado Section 529 plans) for the same Beneficiary that are made at the same time are treated as a single change of investment option.
3. FirstBank is obligated to pay the interest rate and to repay the amount of all principal sums transferred from Plan accounts for investment in a Money Market Savings Account or One-Year Time Savings Account. If for any reason FirstBank is unable to repay the principal and pay interest due on any Smart Choice Plan Option, amounts on deposit in the Plan account will be insured by the FDIC for each Account Owner in the same manner as other deposits held by the Account Owner at FirstBank in the same ownership right and capacity. (For this purpose, Plan accounts established by a custodian for a minor under UTMA or UGMA are aggregated for FDIC insurance purposes with all other accounts with FirstBank held by the minor.) FDIC insurance is limited to \$250,000 for all deposits held by a depositor in the same ownership right and capacity at the same depository institution. For more information on FDIC insurance, visit [www.fdic.gov](http://www.fdic.gov). **With respect to any Plan account with an amount invested in a Money Market Savings Account or a One-Year Time Savings Account above the levels so insured by the FDIC, FirstBank will be the sole party responsible for the repayment of the principal amount of such contributions and interest earned thereon.**
4. If the FirstBank Agreement is terminated prior to the end of its term or is not extended and expires, CollegenInvest has the right based on certain determinations to transfer all or a portion of the Plan account funds held in Smart Choice Plan Options with FirstBank to another bank or financial institution selected by CollegenInvest. There can be no assurance that funds in the new option would be insured by the FDIC or that the new option would be a similar product to the Smart Choice Plan Options in all respects. Account Owners are permitted to withdraw amounts from their Plan account which were deposited in Smart Choice Plan Options with FirstBank and have been so transferred, but unless such withdrawals are used to pay for Qualified Higher Education Expenses, the earnings portion of the withdrawals will be subject to taxation. Account Owners can also direct that such amounts be reallocated to another plan administered by CollegenInvest including the Scholars Choice College Savings Program, the CollegenInvest Direct Portfolio College Savings Plan and the Stable Value Plus College Savings Plan, but such direction is subject to the twice-per-calendar year rule concerning reallocations.

5. You (not the beneficiary) are the sole owner of all contributions, and all earnings on such contributions, although there are special federal and state tax rules applicable to such contributions and earnings.

### **Designation of Beneficiary**

1. You shall designate one beneficiary for each Plan account on the Account Application.
2. You may from time to time designate a new beneficiary in place of the person then designated as the beneficiary of your Plan account, except as discussed in paragraph 4 of this section.
3. If the new beneficiary is a Family Member of the currently designated beneficiary, there is no penalty and there are no adverse income tax consequences resulting from such designation (you will receive a new account number). If, however, you designate a beneficiary who is not a Family Member of the current beneficiary, that designation will be treated as a Non-Qualified Withdrawal of Plan account assets and a transfer of such assets to a new Plan account for the new beneficiary. This transfer is subject to federal and state income taxation and may be subject to an additional 10% federal tax on the earnings portion of such withdrawal.
4. In the case of a minor Account Owner, the minor must be designated as the beneficiary and the parent or guardian for such minor Account Owner may not change the original beneficiary designation. If a Plan account is funded with assets from or otherwise established as an UTMA/UGMA account, the Account Owner (who is the UTMA/UGMA custodian) will not be able to change the person designated as beneficiary on the Plan account.
5. You may request a substitution of the person named as beneficiary of your Plan account only by completing the beneficiary change form, which can be obtained from FirstBank. The substitution shall become effective when FirstBank has approved the form. The form will ask you to certify the family relationship between the new beneficiary and the current beneficiary.

### **Withdrawals**

1. You may make a withdrawal of amounts in a Plan account which have been allocated to a Money Market Savings Account. FirstBank will promptly process directions for such a withdrawal. An unlimited number of withdrawals from amounts of any Plan account allocated to a Money Market Savings Account are permitted. However, an Account Owner who wishes to have FirstBank transfer funds from a Plan account directly to the beneficiary's educational institution (other than by a wire transfer involving a fee) must make arrangements with the institution allowing it to make an EFT directly from such Plan account.
2. If your Plan account amounts have been deposited to a One-Year Time Savings Account, direction for withdrawal must be made prior to the one-year term maturity date so that the funds will not be automatically allocated for an additional one-year term. Upon maturity of the one-year term, you may direct the withdrawal and transfer of such funds to another FirstBank account or to a Money Market Savings Account. Withdrawals may then be made from those accounts under the applicable procedures.
3. If an Account Owner withdraws from the amounts in a Plan account that have been deposited to a One-Year Time Savings Account before the one-year maturity date, an early withdrawal penalty equal to 90 days of interest on the amount withdrawn will be charged to the Plan account. Early withdrawal penalties will not be applied in the event of the death or mental competency of any Account Owner. Early withdrawal penalties will also not apply if CollegenInvest terminates the FirstBank Agreement due to a default by FirstBank. **NOTE: IF YOU WITHDRAW ANY PRINCIPAL**

**BEFORE THE MATURITY DATE, AN EARLY WITHDRAWAL PENALTY EQUAL TO 90 DAYS OF INTEREST ON THE AMOUNT WITHDRAWN WILL BE CHARGED TO YOUR ACCOUNT. IF AN EARLY WITHDRAWAL PENALTY APPLIES, ANY ACCRUED INTEREST WILL BE USED TO OFFSET THE PENALTY WITH ANY REMAINING INTEREST BEING PAID. IF THERE IS INSUFFICIENT ACCRUED INTEREST AVAILABLE TO PAY THE EARLY WITHDRAWAL PENALTY, THE REMAINING PENALTY AMOUNT WILL BE DEDUCTED FROM THE PRINCIPAL BALANCE.**

4. In the case of a minor Account Owner, the parent or guardian for such minor Account Owner is not permitted to make withdrawals other than for the benefit of the beneficiary. If a Plan account is funded with UTMA/UGMA account assets or otherwise established as an UTMA/UGMA account, the Account Owner is not permitted to make withdrawals other than for the benefit of the beneficiary.
5. If you request a Non-Qualified Withdrawal, the withdrawal will be subject to an additional 10% federal tax payable to the IRS on the portion of such withdrawal that is attributable to interest earnings in the Plan account, unless the withdrawal qualifies for an exception to the additional 10% federal tax. For this purpose, each withdrawal is treated as including a ratable share of investment earnings on all accounts within the Plan for the beneficiary having the same account owner. A Non-Qualified Withdrawal is not subject to the additional 10% federal tax only if the withdrawal is: (i) made to make payments to a beneficiary of the beneficiary (or to the beneficiary's estate) upon the death of the beneficiary; (ii) made on account of the disability of the beneficiary; (iii) made on account of a scholarship received by the beneficiary (or similar education-related receipts), to the extent that the withdrawal does not exceed the amount of the scholarship (or such receipts); (iv) a withdrawal in an amount equal to the amount of the Beneficiary's Qualified Higher Education Expenses taken into account in determining the Beneficiary's American Opportunity Credit or Lifetime Learning Credit; or (v) made on account of the attendance of the beneficiary at a United States military academy (subject to limitations).
6. Non-Qualified Withdrawals will also likely result in income taxation except for (i) a non-taxable transfer to another Plan account or to another Section 529 plan for a different beneficiary who is a Family Member of the designated beneficiary; or (ii) a qualifying non-taxable transfer to another Section 529 plan for the designated beneficiary.
7. The earnings portion of any withdrawal will be computed in accordance with Code Section 529 and any regulations thereunder.
8. There are no fees charged by FirstBank or CollegenInvest to open or maintain a Plan account.

#### **Account Owner's Representations and Acknowledgements**

You hereby represent, warrant, acknowledge and agree with CollegenInvest and FirstBank as follows:

1. You are resident of or domiciled in the United States of America.
2. You have received and read the Plan Disclosure Statement, have carefully reviewed the information contained therein, including information provided by or with respect to CollegenInvest and FirstBank, and its terms are incorporated into this Participation Agreement as if they were set forth herein.
3. The investment of assets held in your Plan account will be governed by the provisions of the Plan Disclosure Statement and this Participation Agreement, each as amended from time to time, and all such assets will be held exclusively for your benefit and the benefit of the beneficiary of that Plan account.



4. CollegenInvest currently serves as administrator of the Plan and several other Section 529 plans. State tax features vary by plan; CollegenInvest and FirstBank do not render tax advice and you should consult your own tax advisor to determine the effect of state and federal tax benefits related to each plan. The nature and composition of available investment plan and costs (including sales charges, fees and expenses) vary from plan to plan. A wide variety of plans and related costs are available to you with varying costs.
5. The Colorado income tax deduction for contributions to the Plan, as described in the Plan Disclosure Statement, is available only to certain Colorado taxpayers. Section 529 plans offered by states other than Colorado may offer tax or other benefits to taxpayers or residents of those states that are not available with regard to the Plan. If you are a taxpayer or resident of a state other than Colorado, you have considered such state tax treatment and other benefits, if any, before making a decision to invest in the Plan.
6. You have been given an opportunity, within a reasonable time prior to the effective date of this Participation Agreement, to ask questions of representatives of CollegenInvest and FirstBank and receive satisfactory answers concerning (i) an investment in the Plan; (ii) the terms and conditions of the Plan, the Trust and the Smart Choice Plan Options; (iii) the applicable fees, expenses and charges associated with the Plan; (iv) the Plan Disclosure Statement, this Participation Agreement and the Account Application; (v) other Section 529 plans offered by CollegenInvest and costs associated with such plans; and (vi) your ability to obtain such additional information necessary to verify the accuracy of any information furnished.
7. Your Plan account is subject to the fees, expenses and charges as set forth in the Plan Disclosure Statement. Such fees, expenses and charges may be changed in the future. New fees, expenses and charges may also be charged in the future. FirstBank may use funds in a Smart Choice Plan Option in your Plan account to satisfy the Plan account fees described in the Plan Disclosure Statement, as applicable.
8. The Plan is established and maintained with the intent that it meet the requirements for favorable federal tax treatment under Code Section 529. Qualification under Code Section 529 is vital, and CollegenInvest may amend this Participation Agreement at any time, including if CollegenInvest determines that such an amendment is necessary to maintain qualification of the Plan under Code Section 529.
9. CollegenInvest, in consultation with FirstBank, may establish such administrative rules as it determines are necessary or desirable to ensure or promote the Plan's compliance with Code Section 529, other laws, rules and regulations, the purpose of the Plan and the orderly operation and administration of the Plan. Some administrative rules may not be described in the Plan Disclosure Statement.
10. Federal and state laws are subject to change, sometimes with retroactive effect, and none of the State, CollegenInvest or FirstBank, or any affiliate of the foregoing, or any other person makes any representation that such federal or state laws will not be changed or repealed.
11. With respect to each Plan account you open under the Plan, you are opening the Plan account in order to provide funds for the Qualified Higher Education Expenses of the beneficiary of that Plan account.
12. You have not relied on any representations or other information, whether oral or written, and whether made by any agent or representative of CollegenInvest, FirstBank, or otherwise, other than

as set forth in the Plan Disclosure Statement (including any applicable supplement to the Plan Disclosure Statement) and in this Participation Agreement.

13. The value of your Plan account(s) will increase each day based on the APY in effect for the applicable Smart Choice Plan Option(s). **IF FIRSTBANK FAILS FOR ANY REASON TO PAY INTEREST OR REPAY AMOUNTS DEPOSITED INTO THE ONE-YEAR TIME SAVINGS ACCOUNT OR MONEY MARKET SAVINGS ACCOUNT, YOU MAY NOT RECEIVE THE VALUE OF ANY ACCOUNT(S) IN EXCESS OF THE FDIC INSURANCE LIMITATION THEN IN EFFECT.**
14. All decisions as to available Plan options will be made by CollegenInvest in accordance with the Policy Statement and you cannot direct the investment of any contributions on deposit in the Trust, either directly or indirectly. You will, however, have the ability to change the investment option selected for your Plan account for any reason twice during any calendar year, and also upon a change in the person designated as beneficiary of your Plan account, as described in the "Contributions to Your Plan Account" and "Investment of Plan Account Assets" sections of this Participation Agreement.
15. You have accurately and truthfully completed the Account Application and any other documentation that you have furnished or subsequently furnish in connection with the opening or maintenance of, or any withdrawals from, your Plan account is or will be accurate, truthful and complete.
16. If you make false statements in connection with opening a Plan account or otherwise, CollegenInvest or FirstBank may take such action as permitted by the Act or applicable rules, including, without limitation, terminating your Account or requiring that you indemnify the State, FirstBank and/or CollegenInvest as discussed under the "Limitation of Liability; Indemnification" section of this Participation Agreement.
17. Your participation in the Plan does not guarantee that the beneficiary: (i) will be accepted as a student by any Eligible Educational Institution; (ii) if accepted, will be permitted to continue as a student; (iii) will be treated as a state resident of any state for tuition purposes; (iv) will graduate from any Eligible Educational Institution; or (v) will achieve any particular treatment under applicable state or federal financial aid programs. None of the State, CollegenInvest, FirstBank, or any affiliate of the foregoing, or any other person, makes any such representation or guarantee.
18. No Plan account to which you contribute funds will be used as collateral for any loan. Any attempt to use a Plan account as collateral for a loan shall be void. The Plan itself will not loan any assets to you or the beneficiary.
19. You will not assign or transfer any interest in any Plan account, except as otherwise contemplated in the Plan Disclosure Statement or this Participation Agreement. Any attempted assignment or transfer of such an interest shall be void.
20. Although you will be invested in Smart Choice Plan Options through your Plan account, you do not have a direct beneficial interest in the FirstBank Agreement, and therefore you do not have the rights of a party to the FirstBank Agreement.
21. You may transfer your Plan account to another Account Owner without changing the person identified as beneficiary of your Plan account. If the Account Owner is a minor or the Plan account was funded with the proceeds from or otherwise established as an UTMA/UGMA custodial account, the Plan account cannot be transferred to another Account Owner (other than to another UTMA/UGMA custodian for the benefit of the same beneficiary). Such a transfer will be effective only if it is irrevocable and transfers all rights, title, interest and power over the Plan account to the

new Account Owner. The tax consequences associated with a transfer of ownership are uncertain. You should consult with a qualified tax advisor concerning the potential income, gift and estate tax consequences of a transfer of ownership before effecting a transfer. To effect a transfer of ownership, you must contact FirstBank.

22. If you do not validly designate a successor Account Owner on your Account Application or on a specific form which you may obtain from FirstBank, or if a designated successor is deceased or validly disclaims his/her interest in the Plan account, the beneficiary will automatically become the Account Owner in the event of your death. If the beneficiary becomes the Account Owner and is a minor, his or her parent or legal guardian will need to administer the minor's participation in the Plan as an Account Owner.
23. CollegenInvest or FirstBank may ask you to provide additional documentation that may be required by applicable law or in connection with your investment in the Plan, and you will promptly comply with any such requests for additional documentation.
24. None of the Plan Disclosure Statement, this Participation Agreement, or the Account Application addresses taxes imposed by a state other than Colorado or the applicability of local taxes to the Plan, the Trust or your investment in the Trust, or your Plan account. You should consult with a qualified tax advisor regarding the application of all taxes (including those summarized in the Plan Disclosure Statement) to your particular situation.
25. The state or locality in which you reside may impose a tax on the earnings accumulated on your Plan account assets, without deferring such tax until the time that a withdrawal is made from the Plan account. You are generally responsible for paying any taxes imposed upon you with respect to your Plan account. However, to the extent that such taxes relating to your Plan account are imposed upon the Trust, the Trust may pay them directly from your Plan account. Such payments may be considered Non-Qualified Withdrawals.
26. Your Plan account may become subject to state unclaimed property laws in the event that there is no activity in the Plan account over a designated period and/or Plan mailings are returned to CollegenInvest or FirstBank. The applicable state for this purpose is usually determined by the most recent address on file of the Account Owner.
27. In addition to rights expressly stated elsewhere in the Plan Disclosure Statement, FirstBank reserves the right to (i) freeze your Plan account and/or suspend account services when FirstBank has received reasonable notice of a dispute regarding the assets in your Plan account, including notice of a dispute in account ownership or when FirstBank reasonably believes a fraudulent transaction may occur or has occurred; (ii) freeze your Plan account and/or suspend account services upon the notification to FirstBank of the death of an Account Owner until FirstBank receives required documentation in good order and reasonably believes that it is lawful to transfer account ownership to the successor Account Owners; (iii) redeem a Plan account, without the Account Owner's permission, in cases of threatening conduct or suspicious, fraudulent or illegal activity; and (iv) reject a contribution for any reason, including contributions that FirstBank believes are not in the best interests of the Plan or the Account Owners. The risk of market loss, tax implications, penalties and any other expenses, as a result of such an account freeze or redemption will be solely the Account Owner's responsibility.

#### **Limitation of Liability; Indemnification**

1. **Indemnification.** The establishment of any Plan account in the Trust will be based upon your acknowledgments, statements, agreements, representations, warranties and covenants set forth

in this Participation Agreement and the Account Application. You hereby indemnify and hold harmless the Plan, the Trust, CollegenInvest, the State, FirstBank, and any affiliates, directors, officers, employees, agents and other representatives of the foregoing, for any liabilities or expenses (including costs of reasonable attorney's fees) they each may incur as the result of any misstatement or misrepresentation made by you or the beneficiary, or any breach by you or the beneficiary of the acknowledgements, statements, agreements, representations or warranties or covenants contained in this Participation Agreement. All of your statements, representations, warranties, covenants and agreements shall survive the termination of this Participation Agreement.

2. **Extraordinary Events.** You understand that neither the Plan nor CollegenInvest or FirstBank will be liable for any loss, failure or delay in performance of each of their obligations related to your Plan account or any diminution in the value of your Plan account arising out of or caused directly or indirectly by circumstances beyond their reasonable control, including in the event of Force Majeure (as defined in the Plan Disclosure Statement).

### **Lawsuits; Disputes**

1. **Lawsuits Involving your Plan Account.** Except as to controversies arising between you or the beneficiary and CollegenInvest or FirstBank, CollegenInvest or FirstBank may apply to a court at any time for judicial settlement of any matter involving your Plan account. If CollegenInvest or FirstBank so applies for a judicial settlement, you or the beneficiary will be given the opportunity to participate in the court proceeding, but each of them also can involve other persons. Any expense that CollegenInvest or FirstBank incurs in legal proceedings involving your Plan account, including attorney's fees and expenses, are chargeable to your Plan account and payable by you or the beneficiary if not paid from your Plan account.
2. **Disputes.** Any controversies that may arise between you or the beneficiary and CollegenInvest or FirstBank involving your Plan account, or the construction, performance or breach of this Participation Agreement, may be determined by arbitration or court proceedings, as determined by CollegenInvest in its sole discretion. If there is a dispute between you or the beneficiary and CollegenInvest or FirstBank that is adjudicated in the courts, you hereby submit (on behalf of yourself and the beneficiary) to exclusive jurisdiction in the courts of Colorado for all legal proceedings arising out of or relating to this Participation Agreement. In any such proceeding, you (on behalf of yourself and the beneficiary) and CollegenInvest or FirstBank each agree to waive their rights to trial by jury. If there is a dispute between you or the beneficiary and CollegenInvest or FirstBank that CollegenInvest determines, in its sole discretion, should be arbitrated, you agree (on behalf of yourself and the beneficiary) that the arbitration will be conducted in Colorado pursuant to applicable Colorado law.
3. **Waiver and Release.** You agree that any claim by you or the beneficiary against CollegenInvest or the State of Colorado or the members, officers and employees of CollegenInvest or the State of Colorado may be made solely against the assets in your Plan account and that all obligations hereunder are legally binding contractual obligations of the Trust only. As a condition of and in consideration for the acceptance of this Participation Agreement by FirstBank on behalf of CollegenInvest, you agree to waive and release CollegenInvest and the State of Colorado and each of the members, officers and employees of CollegenInvest and the State of Colorado from any and all liabilities arising in connection with rights or obligations arising out of this Participation Agreement or your Plan account.

## Miscellaneous Provisions

1. **Reporting.** FirstBank will keep records of all transactions concerning your Plan account and will provide periodic statements of your Plan account to you. FirstBank will cause reports of your Plan account to be sent to you, the IRS, the Colorado Department of Revenue and such other regulatory authorities as required or permitted by law. If you do not write to FirstBank to object to a statement or report within 60 days after it has been sent to you, you will be considered to have approved it and to have released CollegenInvest and FirstBank from all responsibility for matters covered by the report. You will provide all information CollegenInvest or FirstBank may need to comply with any legal reporting requirements. You will continue to be responsible for filing your federal and state tax returns and any other reports required of you by law.
2. **Duties of CollegenInvest.** Neither CollegenInvest nor its representatives has a duty to perform any action other than as specified in this Participation Agreement and the Plan Disclosure Statement. CollegenInvest may accept and rely conclusively on any instructions or other communications reasonably believed to have been given by you or another authorized person and may assume that the authority of any other authorized person continues in effect until CollegenInvest receives written notices to the contrary. CollegenInvest has no duty to determine or advise you regarding your participation in the Plan, any tax or other consequences of your actions, or of its actions in following your directions, or of its failing to act in the absence of your directions.
3. **Duties of FirstBank.** Neither FirstBank nor its representatives has a duty to perform any actions other than those specified in this Participation Agreement, the Plan Disclosure Statement and the Policy Statement. FirstBank may accept and rely conclusively on any instructions or other communications reasonably believed to have been given by you or another authorized person and may assume that the authority of any other authorized person continues in effect until FirstBank receives written notices to the contrary. FirstBank may accept and rely conclusively on any instructions or communications reasonably believed to have been given by CollegenInvest. FirstBank has no duty to determine or advise you regarding your participation in the Plan, any tax or other consequences of your actions, or of its actions in following your directions, or of its failing to act in the absence of your directions.
4. **Effectiveness of this Participation Agreement.** This Participation Agreement shall become effective upon the execution of your Account Application, subject to FirstBank's right to reject your Account Application if, in processing the Account Application, it is determined that the Account Application has not been completed in accordance with guidelines under the Plan.
5. **Amendment and Termination.** CollegenInvest may, at any time, and from time to time, amend the Plan, this Participation Agreement or the Plan Disclosure Statement or suspend or terminate the Plan and the Trust for any reason, and will give written notice of such suspension, termination or amendment if material and adverse to the interest of Account Owners generally. In such event, Account assets may not thereby be diverted from the exclusive benefit of you and/or the beneficiary. Nothing contained in this Participation Agreement or the Plan Disclosure Statement will constitute an agreement or representation by CollegenInvest, on its own behalf or on behalf of FirstBank, that it will continue to maintain the Plan or the Trust indefinitely.
6. **Successors and Assigns.** This Participation Agreement shall be binding upon the parties and their respective heirs, successors (including substitute and transferee Account Owners) and permitted assigns. All of your representations and obligations under this Participation Agreement shall inure to the benefit of FirstBank as well as to CollegenInvest.

7. **Communications; Notices.** For purposes of this Participation Agreement, communications will be sent to you at the address that you specify in your Account Application or at such other address that you provide to FirstBank in writing. All communications so sent will be deemed to be given to you personally upon such sending, whether or not you actually receive them. Various notices to be provided by CollegenInvest or FirstBank in connection with the Plan may be made pursuant to an updated Plan Disclosure Statement or by a posting on the CollegenInvest or FirstBank website.
8. **Severability.** If any provision of this Participation Agreement is held to be invalid, illegal, void or unenforceable, by reason of any law, rule, or administrative order, or by judicial decision, such determination will not affect the validity of the remaining provisions of this Participation Agreement.
9. **Headings.** The heading of each section, paragraph and provision in this Participation Agreement is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such section, paragraph and provision.
10. **Governing Law.** This Participation Agreement shall be construed in accordance with and shall be governed by the laws of the State of Colorado, without regard to community property laws or choice of law rules of any state. Your execution of the Account Application shall constitute execution of this Participation Agreement.

# COLLEGEINVEST

## PRIVACY POLICY STATEMENT

### State Administrator for CollegelInvest Smart Choice College Savings Plan

### CollegelInvest Smart Choice College Savings Plan is Managed by FirstBank Holding Company and Affiliates

At CollegelInvest, privacy and confidentiality of your personal information is important and we want to ensure your trust in us. The following statement describes our practices and policies for protecting your nonpublic personal information. CollegelInvest reserves the right to revise this policy at any time with notice.

#### General

CollegelInvest does not disclose, sell, rent, trade, or otherwise provide nonpublic personal information that we have about you or your account(s) to third parties, whether affiliated or unaffiliated with CollegelInvest, except as permitted by law.

CollegelInvest only collects nonpublic personal information provided by you either through the secure online information requests or application, through general and toll-free telephone numbers, through the application process or through your transactions with our plan manager or us. Examples of nonpublic personal information collected include:

- Name, address, phone number and Social Security Number of account owner, account successor and beneficiary.
- Account information, such as dollars contributed, Smart Choice Plan Option(s) chosen and value of account.
- Optional demographic information such as gender, household income, ethnicity, age and level of education.
- Voluntary information collected by our service providers to conduct market research on our behalf.

CollegelInvest restricts access to your nonpublic personal and account information to those employees who need to know that information to service your account(s). We also maintain physical, electronic and procedural safeguards to protect your nonpublic personal information.

CollegelInvest will disclose nonpublic personal information to third parties as is necessary to process and service your account(s). In addition CollegelInvest will disclose nonpublic personal information to third parties providing services on CollegelInvest's behalf, such as delivery of information about CollegelInvest products and services through means including, but not limited to, mail, email, and telephone. We also provide names, addresses and telephone numbers to a firm that conducts market research on our behalf.

All third party servicers are governed by confidentiality agreements requiring the third party to keep all personal information provided to them by CollegelInvest confidential except as permitted by law.

## **CollegelInvest Smart Choice College Savings Plan**

### **CollegelInvest Smart Choice College Savings Plan**

12345 W. Colfax Avenue  
Lakewood, CO 80215

### **Toll-Free Information**

1-800-964-3444

### **World Wide Web**

**[www.efirstbank.com](http://www.efirstbank.com)**

CollegelInvest is the issuer of the Plan securities and is the administrator of the Plan in accordance with Colorado laws. CollegelInvest also oversees the Manager's activities in connection with the Plan. The FirstBank Holding Company serves as the Plan Manager for the CollegelInvest Smart Choice College Savings Plan and has overall responsibility for the day-to-day operations, including effecting transactions. The FirstBank Holding Company also assists CollegelInvest with marketing and distributing the CollegelInvest Smart Choice College Savings Plan.

The CollegelInvest Smart Choice College Savings Plan is not insured by CollegelInvest, the State of Colorado, or its agencies. However, the funds on deposit are FDIC insured in accordance with the current FDIC coverage limits.

CollegelInvest and the CollegelInvest logo are registered trademarks of CollegelInvest. The CollegelInvest Smart Choice College Savings Plan is a registered service mark of CollegelInvest. All other marks are the exclusive property of their respective owners.

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**FirstBank Holding Company, Member FDIC**