



**COVERDELL EDUCATION SAVINGS ACCOUNT
DISCLOSURE & AGREEMENT**

BNY MELLON INVESTMENT SERVICING TRUST COMPANY

COVERDELL EDUCATION SAVINGS ACCOUNT

SUMMARY DISCLOSURE

This Coverdell Education Savings Account Summary Disclosure (“Coverdell ESA Summary Disclosure”) is intended to provide you with an understandable summary of the significant provisions and rules of the Coverdell Education Savings Account Custodial Agreement (“Coverdell ESA Custodial Agreement”) that affect your rights and responsibilities for the Coverdell Education Savings Account (“Coverdell ESA Account”) created by the Coverdell ESA Custodial Agreement. In addition to this Coverdell ESA Summary Disclosure, you should carefully read the following additional disclosure materials: the Coverdell ESA Custodial Agreement, the "Terms and Conditions" on the signature page of the Coverdell Education Savings Account Adoption Agreement (“Coverdell ESA Adoption Agreement”), and the prospectus applicable to each Mutual Fund that is an Eligible Investment in which contributions to the Coverdell ESA Account will be invested.

BNY Mellon Investment Servicing Trust Company (referred to in this Coverdell ESA Summary Disclosure as “BNY Mellon,” “Custodian,” “we,” or “us”) provides custodial and administrative services for your Coverdell ESA Account. As a result of this role, persons who open a Coverdell ESA are considered ‘customers’ of BNY Mellon. Such persons are referred to as “you” or “your” in this Coverdell ESA Summary Disclosure.

STATE UNCLAIMED PROPERTY LAW DISCLOSURE

The assets in your Coverdell ESA Account are subject to state unclaimed property laws which provide that if no activity occurs in your Coverdell ESA Account within the time period specified by the particular state law, your assets must be transferred to the appropriate state. We are required by law to advise you that your assets may be transferred to an appropriate state in compliance with these state laws.

APPLICABLE DEFINITIONS

The following definitions may be applicable to your Coverdell ESA Account:

"Agreement" or **"Coverdell Agreement"** means and includes all of the following documents: (i) Coverdell Education Savings Account Adoption Agreement or “Coverdell ESA Adoption Agreement”; (ii) Coverdell Education Savings Account Custodial Agreement or “Coverdell ESA Custodial Agreement”; and (iii) Coverdell Education Savings Account Summary Disclosure or “Coverdell ESA Summary Disclosure”; (iv) Coverdell Education Savings Account Application Instructions (“Coverdell ESA Instructions”); and (v) Privacy Policy of the Custodian; which together constitute a binding agreement between the Contributor and the Custodian.

"Code" means the Internal Revenue Code, as amended.

"Contributor" means the individual that makes the initial contribution and establishes the Coverdell ESA Account by executing the Coverdell ESA Adoption Agreement. Subsequent contributions to the Coverdell ESA Account may be made by the original Contributor or by other eligible contributors. The Contributor may also be the Designated Beneficiary and/or the Responsible Individual.

"Coverdell Education Savings Account Custodial Agreement" or **"Coverdell ESA Custodial Agreement"** means the document that establishes your Coverdell ESA Account. Articles I through IX of the Coverdell ESA Custodial Agreement are substantially the same as Articles I through IX of IRS Form 5305-EA which is the IRS model custodial account form. Certain additional terms have been added as Article X. Coverdell ESAs

established using the Coverdell ESA Custodial Agreement will meet the requirements of the Code applicable to Coverdell ESAs.

“Coverdell ESA” means a Coverdell Education Savings Account that satisfies the requirements of Section 530 of the Code. (“Coverdell ESA” is used in the Agreement to generally refer to all Coverdell Education Savings Accounts. “Coverdell ESA Account” is used in this Agreement to refer to the specific Coverdell ESA Account created by the execution of a Coverdell ESA Adoption Agreement under the Coverdell ESA Custodial Agreement.)

“Custodian,” “we” and “us” each mean BNY Mellon Investment Servicing Trust Company.

“Designated Beneficiary” means the individual named as Designated Beneficiary on the Coverdell ESA Adoption Agreement, for whose benefit the Coverdell ESA Account is established. Except for “special needs Designated Beneficiaries,” no contribution can be made after the Designated Beneficiary’s 18th birthday. The Designated Beneficiary may also be the Contributor and/or the Responsible Individual.

“Coverdell ESA Account” or **“Custodial Account”** means a Coverdell ESA established by the Contributor by properly completing and signing the Coverdell ESA Adoption Agreement under the Coverdell ESA Custodial Agreement with the Custodian.

“Eligible Investments” means the Investments in the Custodial Account that have been designated by the Custodian as eligible for investment.

“Family Member” means the spouse, child, grandchild, sibling, parent, niece or nephew, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, and first cousin of the Designated Beneficiary and the spouse of any of the foregoing except first cousins.

“Fund Shares” means shares of a Mutual Fund.

“Ineligible Investments” means any investments that have not been designated as Eligible Investment in the Custodial Account by the Custodian.

“Investments” means the assets in the Custodial Account that are invested in Eligible Investments.

“IRS” means the Internal Revenue Service.

“Mutual Fund” means a managed portfolio of investments that pools money from many investors to purchase securities.

“Responsible Individual” means the individual named as the Responsible Individual on the Coverdell ESA Adoption Agreement. The Responsible Individual generally controls all decisions relating to the Coverdell ESA Account, including authorizing payments from the Coverdell ESA Account. References to the Responsible Individual in the Coverdell ESA Custodial Agreement mean the individual designated as the Responsible Individual at the relevant time, whether such individual is also the Contributor, or Designated Beneficiary. There can be only one Responsible Individual at any time and generally must be a parent or legal guardian of the Designated Beneficiary. Generally, the Responsible Individual shall continue to serve as the Responsible Individual for the Coverdell ESA Account after the Designated Beneficiary attains the age of majority under state law, and until all assets have been distributed from the Coverdell ESA Account and the Account terminates. However, the Responsible Individual may, within his or her sole discretion, name the Designated Beneficiary as the Responsible Individual after the Designated Beneficiary attains the age of majority under state law.

“**Sponsor**” means the entity with whom the Custodian has entered into a written agreement to offer the Custodial Account in connection with the opening of the Custodial Account.

RULES AND RESTRICTIONS THAT APPLY TO YOUR COVERDELL ESA ACCOUNT

A Coverdell ESA is a trust or custodial account that is created or organized in the United States exclusively for the purpose of paying the Qualified Education Expenses of the Designated Beneficiary of the Coverdell ESA. Your Coverdell ESA Account must be designated as a Coverdell ESA when you establish your Coverdell ESA Account in order for your Coverdell ESA Account to be treated as a Coverdell ESA for tax purposes.

To be an eligible Coverdell ESA, your Coverdell ESA Account must satisfy the following requirements:

CONTRIBUTIONS

1. *Form of Contribution:* All contributions to the Coverdell ESA Account must be in the form of “cash,” but contributions to a Coverdell ESA are not deductible.

2. *Authorized Custodian:* The custodian or trustee must be a bank or other entity authorized by the IRS to act as trustee or custodian of an Individual Retirement Account (“IRA”). BNY Mellon is an authorized entity and can serve as Custodian of your Coverdell ESA Account.

3. *Who can contribute to a Coverdell ESA:*

- Both individuals and entities can contribute to a Coverdell ESA. An individual does not have to be related to a Designated Beneficiary to contribute to a Coverdell ESA on behalf of the Designated Beneficiary.
- Any individual may contribute to a Coverdell ESA if the individual's modified adjusted gross income for the taxable year for which the contribution is made is no more than \$95,000 (\$190,000 for married taxpayers filing jointly).
- The maximum annual contribution per Designated Beneficiary is gradually reduced for individuals with modified adjusted gross income between \$95,000 and \$110,000 (between \$190,000 and \$220,000 for married taxpayers filing jointly).
- Taxpayers with modified adjusted gross income above \$110,000 (\$220,000 for married taxpayers filing jointly) cannot make contributions to anyone's Coverdell ESA.
- A Designated Beneficiary may contribute to his or her own Coverdell ESA Account.
- An entity can make contributions to a Designated Beneficiary's Coverdell ESA without regard to such entity's adjusted gross income. For example, Century Computer Services, Inc. decides to make Coverdell ESA contributions on behalf of any child under the age of 18 of their employees in the amount of \$500. Century Computer Services, Inc. qualifies as a contributor regardless of the company's adjusted gross income, but the company cannot take a deduction for such contributions.

4. *Limits on Contributions:*

- Contributions to a Coverdell ESA are for the year received, except that contributions made between January 1 and April 15th may be designated as for the prior year.

- The maximum contribution to a Designated Beneficiary's Coverdell ESA is \$2,000 for each tax year until the Designated Beneficiary attains age 18. Assets transferred or rolled over into a Coverdell ESA are excluded from the annual contribution limit.
- For the year in which the Designated Beneficiary reaches age 18, contributions must be made on or before the Designated Beneficiary's 18th birthday, unless the Designated Beneficiary has "special needs" (as defined under IRS regulations).
- Contributions to a Coverdell ESA that was established for a "special needs" Designated Beneficiary may continue after the Designated Beneficiary's 18th birthday.
- Contributions may be made into a single Coverdell ESA or into multiple Coverdell ESAs for the benefit of any one Designated Beneficiary.

5. *Excess Contributions:*

- Aggregate contributions for the benefit of any one Designated Beneficiary in excess of the annual limit for a calendar year are treated as excess contributions.
- If the excess contributions (and any earnings attributable to them) are not withdrawn from the Coverdell ESA by May 31st of the following calendar year, the excess contribution is subject to a 6% excess tax for each year that the excess contribution remains in the Coverdell ESA.
- If the excess contributions (and any earnings) are timely withdrawn, no 6% excess tax applies. However, any earnings distributed in such a corrective distribution are taxable to the Designated Beneficiary, but no 10% additional tax applies to the earnings.

6. *Rollover and Transfer Contributions:*

- Coverdell ESAs may be rolled over to another Coverdell ESA for the same Designated Beneficiary, or to another Coverdell ESA for another Designated Beneficiary who is an eligible Family Member so long as the new Designated Beneficiary is under the age of 30.
- Trustee-to-Trustee transfers are allowed between Coverdell ESAs that are registered in the name of a single Designated Beneficiary. Trustee-to-Trustee transfers are also allowed between Coverdell ESAs of a Designated Beneficiary and a Family Member of the Designated Beneficiary.
- The amount of any rollover or transfer must be deposited into the receiving Coverdell ESA within 60 calendar days after the amount is withdrawn from the distributing Coverdell ESA.
- Only one rollover between Coverdell ESAs is allowed during a 12-month (365 day) period.
- Rather than rolling over or transferring the assets of a Coverdell ESA to another Coverdell ESA, the Designated Beneficiary of a Coverdell ESA may be changed (or redesignated as) to another Designated Beneficiary who has not attained age 30 and who is a Family Member.

QUALIFIED EDUCATION EXPENSES

1. *What are Qualified Education Expenses?*

- Qualified Education Expenses mean expenses for tuition, fees, books, supplies, and equipment required for the enrollment or attendance of the Designated Beneficiary at an Eligible Educational Institution.
- Qualified Education Expenses also include qualified elementary and secondary education expenses for tuition, fees, academic tutoring, special needs services in the case of a special needs beneficiary, books, supplies, and other equipment which are incurred in connection with the enrollment or attendance of the Designated Beneficiary as an elementary or secondary school student at a public, private or religious school.
- Qualified Education Expenses also include room and board, uniforms, transportation, and supplementary items and services (including extended day programs) which are required or provided by a public, private or religious school in connection with such enrollment or attendance, and expenses for the purchase of a Designated Beneficiary and the Designated Beneficiary's family during any of the years the Designated Beneficiary is in school.
- Qualified Education Expenses are reduced by any amount provided by scholarship, educational assistance allowance, or any other payment (other than a gift or bequest) which is excludable from gross income under any law of the United States.

2. *What are Qualified Higher Education Expenses?*

- Qualified Higher Education Expenses also include room and board if the Designated Beneficiary is at least a half-time student at an eligible educational institution. A student will be considered to be enrolled at least half-time if the student is enrolled for at least half the full-time academic workload for the course of study the student is pursuing as determined under the standards of the institution where the student is enrolled.

3. *What is an Eligible Education Institution?*

- For purposes of Qualified Higher Education Expenses, an Eligible Educational Institution is any college, university, vocational school, or other postsecondary educational institution that is described in Section 481 of the Higher Education Act of 1965, and therefore eligible to participate in the student aid programs administered by the Department of Education. This category includes virtually all accredited public, nonprofit, and proprietary postsecondary institutions.
- For purposes of elementary and secondary Qualified Education Expenses, an Eligible Education Institution means any school which provides elementary education or secondary education (kindergarten through grade 12), as determined under state law.

WITHDRAWALS AND DISTRIBUTIONS

1. *Payment of Qualified Education Expenses:* Tax-free withdrawals from a Coverdell ESA may be made to pay for Qualified Education Expenses of the Designated Beneficiary.

2. *Requests for Withdrawals.* All withdrawal requests must be submitted by the Responsible Individual in good order on a form designated by the Custodian. If the Sponsor permits withdrawal requests by telephone, the telephone conversation with the Responsible Individual will be recorded, and the Responsible Individual must specify the reason for the withdrawal request.

3. *Withdrawals upon Completion of Education:*

- Upon completion of the Designated Beneficiary's education, any amount remaining in a Coverdell ESA may be withdrawn for the Designated Beneficiary, and the Designated Beneficiary will be subject to income tax for that withdrawal. The Designated Beneficiary will also be subject to a 10% tax penalty on the amount of the withdrawal that represents earnings, unless the Designated Beneficiary has Qualified Education Expenses in the same taxable year.
- Alternatively, any balance remaining in a Designated Beneficiary's Coverdell ESA may be withdrawn and transferred to another Coverdell ESA for the benefit of a Family Member, and the transferred amount will not be taxable.

4. *At Designated Beneficiary's Age 30:*

- Any balance in a Coverdell ESA on the date the Designated Beneficiary attains age 30 must be distributed within thirty (30) days of that date, unless the Designated Beneficiary is a "special needs" Designated Beneficiary.
- If the balance of the Coverdell ESA is not distributed within that thirty (30) day period, the account balance will be deemed to have been distributed on that date.
- Any balance in a Coverdell ESA established for a "special needs" Designated Beneficiary is not required to be distributed after the Designated Beneficiary attains age 30.

5. *Death of the Designated Beneficiary:*

- You may name a Designated Death Beneficiary for a Coverdell ESA. To receive the Coverdell ESA assets, the Designated Death Beneficiary must be a Family Member, and must be under age 30 when the Designated Beneficiary dies.
- If the Designated Death Beneficiary predeceases the Designated Beneficiary, or the Designated Death Beneficiary attains age 30 before the Designated Beneficiary's death, all assets will be paid to the estate of the Designated Beneficiary.
- Alternately, a Coverdell ESA may be transferred to (or redesignated as) a Coverdell ESA for a Family Member who is under age 30. The transfer or redesignation must be done within thirty (30) days after the Designated Beneficiary's death.

AVAILABLE OPTIONS FOR YOUR CONTRIBUTIONS

1. No part of a Coverdell ESA may be invested in life insurance.
2. The assets of a Coverdell ESA may not be mixed with other property except in a common trust fund or common investment fund.
3. Subject to any minimum investment requirements, contributions to the Coverdell ESA Account must be invested in one or more of the Eligible Investments made available under the Coverdell ESA Custodial Agreement.
4. **Mutual Fund as Eligible Investments:** An investment in a Mutual Fund that is an Eligible Investment involves investment risks, including possible loss of principal. In addition, growth in the value of a Mutual Fund that is an Eligible Investment is not guaranteed or protected. A prospectus containing detailed information about each Mutual Fund that is an Eligible Investment available for investment of your Coverdell ESA Account must be

furnished before investment. The method for computing and allocating annual earnings is set forth in the prospectus. The prospectus also details the costs and expenses incurred by being invested in a particular Mutual Fund that is an Eligible Investment. Such costs and expenses reduce the yield from the Mutual Fund that is an Eligible Investment.

5. In Article X, Section J of the Coverdell ESA Custodial Agreement, you authorize the Custodian to act in its discretion for your benefit when Investments in your Coverdell ESA Account are liquidated and the Custodian has not received instructions from you regarding the proceeds, or where the instructions received from you cannot reasonably be carried out. For example, a Mutual Fund that is an Eligible Investment may take actions which result in that Mutual Fund, or your investment in that Mutual Fund, being involuntarily liquidated. The Mutual Fund that is an Eligible Investment may direct that the proceeds of the liquidation be placed in an Ineligible Investment not available to your Coverdell ESA Account, or may require that any cash proceeds resulting from the liquidation be distributed directly to shareholders. If the Custodian does not receive timely instructions from you that it can reasonably carry out (for example, in-kind property distributed by the Mutual Fund that is an Ineligible Investment may not be permissible for your Coverdell ESA Account), then the Custodian is authorized to exercise its discretion on your behalf, including taking such actions as placing the proceeds in a money market Eligible Investment, an FDIC-insured bank account or money market account, distributing the proceeds to you or holding the proceeds uninvested. The Custodian expressly disclaims any liability for any action taken or omitted under the authority of Article X, Section J of the Coverdell ESA Custodial Agreement, unless otherwise required by the Code or IRS regulations.

6. **Proxy Voting:** Mutual Funds are often subject to propositions that require a proxy vote by individuals who own Fund Shares in the Mutual Funds. If the agreement between the Custodian and the Sponsor of a Mutual Fund that is an Eligible Investment does not require that the Custodian vote Mutual Fund proxies, then the Custodian will not vote any Fund Shares in that Mutual Fund except upon written direction from the Responsible Individual. But, if the agreement between the Custodian and the Sponsor does require that the Custodian vote Mutual Fund proxies, then the Custodian will do the following: a) the Custodian will forward the then-current prospectus, if any, applicable to the Mutual Fund that is an Eligible Investment, and all notices, proxies and proxy soliciting materials received by the Custodian with respect to the Mutual Fund that is an Eligible Investment to the Responsible Individual; b) the Custodian will vote all Fund Shares of the Mutual Fund that is an Eligible Investment in accordance with the proper voting instructions of the Responsible Individual; and c) absent instructions from the Responsible Individual, the Custodian will vote such Fund Shares “for,” “against” or “abstain” for any proposition in the same proportion as other Responsible Individuals with voting interests in the same Mutual Funds that are Eligible Investments for which timely instructions were received, unless otherwise required by law.

TAXES

1. *Distributions for Qualified Education Expenses:* Distributions for payment of Qualified Education Expenses of the Designated Beneficiary are not taxable so long as the distributions do not exceed the Designated Beneficiary’s Qualified Education Expenses during the year.

2. *Non-Qualified Distributions:* If a Designated Beneficiary withdraws an amount from a Coverdell ESA and does not have any Qualified Education Expenses during the year, the amount of the withdrawal is taxable to the Designated Beneficiary. The taxable portion of the distribution is the portion that represents earnings in the Coverdell ESA. The earnings portion of a Non-qualified Distribution is also subject to an additional 10% tax, unless an exception applies.

3. *Exceptions for Taxation of Non-Qualified:* The 10% additional tax does not apply to distributions:

- Made to a Designated Death Beneficiary (or to the estate of a Designated Beneficiary) after the death of the Designated Beneficiary;
- Attributable to the Designated Beneficiary becoming disabled within the meaning of Code Section 72(m)(7); or
- Made on account of scholarship payments or other allowances given to the Designated Beneficiary so long as the distribution does not exceed the amount of the scholarship payments or other allowances.

4. *Reporting:*

- The Custodian will issue an annual Form 5498-ESA to the IRS and to the Designated Beneficiary reporting contributions made for the tax year, and any rollover contributions or transfers received during the tax year.
- The Custodian will also issue Form 1099-Q to the IRS and to the Designated Beneficiary whenever distributions or transfers are paid from the account.
- The Designated Beneficiary is responsible for determining whether or not a distribution is taxable and to file Form 5329 with the IRS, if excess contributions have been made to the Coverdell ESA or if distributions were made that exceed the Qualified Education Expenses for the year.

FEES AND CHARGES

The charges in connection with the Coverdell ESA Account are set forth in the Coverdell ESA Adoption Agreement. The Custodian may also charge a service fee in connection with any distribution from the Coverdell ESA Account.

IRS APPROVED FORM

Articles I through IX of the Coverdell ESA Custodial Agreement are substantially the same as Articles I through IX of IRS Form 5305-EA which is the IRS model custodial account form. Certain additional terms permitted by the IRS are set forth in Article X. Coverdell ESA Accounts established using the Coverdell ESA Custodial Agreement will meet the requirements of the Code applicable to Coverdell ESAs. However, the IRS has not endorsed the investments permitted under this Coverdell ESA Account. **The Coverdell ESA Custodial Agreement cannot be used in connection with Roth, SEP, SIMPLE or Traditional IRAs.**

COVERDELL EDUCATION SAVINGS ACCOUNT CUSTODIAL AGREEMENT
(Under Section 530 of the Internal Revenue Code) (October 2016) Form 5305-EA

This Coverdell Education Savings Account Custodial Agreement (“Coverdell ESA Custodial Agreement”) sets forth the terms and conditions that shall apply to the Coverdell Education Savings Account (“Coverdell ESA Account”) established under this Coverdell ESA Custodial Agreement. The individual signing the Coverdell Education Savings Account Adoption Agreement (“Coverdell ESA Adoption Agreement”) as the Contributor is establishing a Coverdell Education Savings Account (“Coverdell ESA”) under Section 530 of the Internal Revenue Code (“Code”) under this Coverdell ESA Custodial Agreement for the benefit of the Designated Beneficiary exclusively to pay for such Designated Beneficiary’s qualified elementary, secondary, and higher education expenses, within the meaning of Section 530(b)(2) of the Code. The Coverdell ESA Account established under this Coverdell ESA Custodial Agreement is referred to herein as the “Custodial Account”.

The Contributor and the Custodian make the following agreement:

Article I
Contributions

The Custodian may accept cash contributions to the Custodial Account provided the Designated Beneficiary has not attained the age of 18 as of the date such contributions are made. Contributions by an individual contributor may be made for the tax year of the Designated Beneficiary by the due date of the Designated Beneficiary’s tax return for that year (excluding extensions). Total contributions that are not rollover contributions described in Code Section 530(d)(5) are limited to \$2,000 for the tax year. In the case of an individual contributor, the \$2,000 limitation for any year is phased out between modified adjusted gross income (“AGI”) of \$95,000 and \$110,000. For married individuals filing jointly, the phase-out occurs between modified AGI of \$190,000 and \$220,000. Modified AGI is defined in Code Section 530(c)(2).

Article II
Limits on Investment of Contributions

No part of the Custodial Account funds may be invested in life insurance contracts, nor may the Investments in the Custodial Account be commingled with other property except in a common trust fund or a common investment fund (within the meaning of Code Section 530(b)(1)(D)).

Article III
Final Distribution of Custodial Account

Except as provided in Article X, paragraph 13:

1. Any balance to the credit of the Designated Beneficiary on the date on which he or she attains age 30 shall be distributed to him or her within 30 days of such date.
2. Any balance to the credit of the Designated Beneficiary shall be distributed within 30 days of his or her death unless the Designated Death Beneficiary is a family member of the Designated Beneficiary and is under the age of 30 on the date of death. In such case, that family member shall become the Designated Beneficiary as of the date of death.

Article IV
Power to Direct Custodian

1. The Contributor shall have the power to direct the Custodian regarding the investment of the initial contribution (and earnings thereon).
2. The Responsible Individual shall have the power to redirect the Custodian regarding the investment of the initial contribution, and the power to direct the Custodian regarding the investment of all additional contributions (including earnings thereon) to the Custodial Account.
3. In the event that the Responsible Individual does not direct the Custodian regarding the investment of additional contributions (including earnings thereon), the initial investment direction of the Contributor also will govern all additional contributions made to the Custodial Account until such time as the Responsible Individual otherwise directs the Custodian.
4. Unless otherwise provided in this Coverdell ESA Custodial Agreement, the Responsible Individual shall also have the power to direct the Custodian regarding the administration, management, and distribution of the Custodial Account.

Article V
Responsible Individual

1. The Contributor shall name a Responsible Individual in the Coverdell ESA Adoption Agreement. The Responsible Individual with respect to the account of a minor Designated Beneficiary named by the Contributor must be a parent or guardian of the Designated Beneficiary. The Custodial Account shall have only one Responsible Individual at any time.

2. The Responsible Individual shall have, to the exclusion of the Designated Beneficiary, all of the rights, powers, and responsibilities granted to the Designated Beneficiary under this Coverdell ESA Custodial Agreement. The Responsible Individual generally controls all decisions relating to the Coverdell ESA Account, including authorizing payments from the Coverdell ESA Account.

3. The Responsible Individual shall continue to serve as the Responsible Individual for the Custodial Account after the Designated Beneficiary attains the age of majority under state law, and until such time as all Investments have been distributed from the Custodial Account and the Custodial Account terminates; provided however, that the Responsible Individual may, within his or her sole discretion, name the Designated Beneficiary as the Responsible Individual after the Designated Beneficiary attains the age of majority under state law.

4. If the Responsible Individual becomes incapacitated or dies while the Designated Beneficiary is a minor under state law, the successor Responsible Individual shall be the person named to succeed in that capacity by the preceding Responsible Individual in a witnessed writing or, if no successor is so named, the successor Responsible Individual shall be the Designated Beneficiary's other parent or successor guardian.

5. If the Responsible Individual becomes incapacitated or dies, or otherwise fails or refuses to act after the Designated Beneficiary reaches the age of majority under state law, and no successor Responsible Individual has been appointed by the preceding Responsible Individual in a witnessed writing, the Responsible Individual shall be the Designated Beneficiary.

6. If a family member under the age of majority under state law becomes the Designated Beneficiary by reason of being a Designated Death Beneficiary, the Responsible Individual must be one of the Designated Death Beneficiary's parents or guardians.

7. References to the Responsible Individual in this Coverdell ESA Custodial Agreement mean the individual designated as the Responsible Individual at the relevant time, whether such individual is also the Contributor, or Designated Beneficiary.

Article VI
Change of Designated Beneficiary

Under this Coverdell ESA Custodial Agreement, the Responsible Individual may change the Designated Beneficiary to another member of the Designated Beneficiary's family, as described in and subject to Code Section 529(e)(2), in accordance with the Custodian's procedures.

Article VII
Taxation Information

1. The Contributor agrees to provide the Custodian with all information necessary to prepare any reports required by Code Section 530(h).
2. The Custodian agrees to submit to the Internal Revenue Service ("IRS") and to the Responsible Individual the reports prescribed by the IRS.

Article VIII
Controlling Articles

Notwithstanding any other Article of this Coverdell ESA Custodial Agreement, which may be added or incorporated, the provisions of Articles I through III will be controlling. Any additional Articles inconsistent with Code Section 530 and the related IRS regulations will be invalid.

Article IX
Amendments

This Coverdell ESA Custodial Agreement will be amended as necessary to comply with the provisions of the Code and related IRS regulations. Other amendments may be made with the consent of the Contributor and the Custodian whose signatures appear on the Coverdell ESA Adoption Agreement.

Article X
Additional Provisions

A. Certain Additional Definitions.

Certain capitalized terms used in this Coverdell ESA Custodial Agreement are defined in the Coverdell ESA Adoption Agreement. In addition, the following terms have the ascribed meaning:

1. **"Account Party"** means the Contributor, the Responsible Individual, the Designated Beneficiary, any Designated Death Beneficiary, any contributor to the Custodial Account subsequent to the Contributor, and the

respective successors, heirs and assigns of each, including any executor or administrator, considered collectively, whether referred to in the singular or the plural.

2. **“Family Member”** of the Designated Beneficiary includes his or her spouse, child, grandchild, sibling, parent, niece, nephew, son-in-law, daughter-in-law, father-in-law, mother-in-law, sister-in-law, brother-in-law, first cousin and the spouse of any of the foregoing except first cousins.

3. **“Fund Shares”** means shares of a Mutual Fund.

4. **“Mutual Fund”** means a managed portfolio of investments that pools money from many investors to purchase securities.

5. **“Sponsor”** means the entity with whom the Custodian has entered into a written agreement to offer the Custodial Account to purchasers of Eligible Investments.

B. Investment Direction.

1. The Custodian shall invest the Custodial Account in accordance with the investment directions of the Contributor in connection with the opening of the Custodial Account.
2. The Custodian will comply with the investment directions given by any subsequent contributor to the Custodial Account with respect to the contribution made by that contributor.
3. At all times after the date of a contribution, the Custodian will comply with the investment directions of the Responsible Individual with respect to all of the Custodial Account.
4. Any contributions received by the Custodian under this Coverdell ESA Custodial Agreement for which the Custodian does not contemporaneously receive investment directions may, at the sole discretion of the Custodian, be returned to the contributor, be held uninvested until investment direction is received from the contributor, in either case without such funds being deemed contributed to the Custodial Account, or be invested in accordance with the last investment directions by the Responsible Individual, or, if no such investment directions have been given and the Contributor was not the same person as the Responsible Individual, then in accordance with the investment directions given by the Contributor with respect to the initial contribution.

C. Investments.

1. The assets of the Custodial Account (including earnings) shall be invested solely in investments permissible under the Code (“Investments”) which have been designated by the Custodian as eligible for investment by the Custodial Account (“Eligible Investments”). The purchase price of each Eligible Investment will be determined in accordance with the market applicable to the particular Eligible Investment.
2. The Custodian may change the Eligible Investments for the Custodial Account at any time in its reasonable discretion, including removal of investments previously designated as eligible for investment (“Ineligible Investments”).
3. The Custodian, after providing reasonable notice to the Responsible Individual, is authorized to take such actions with respect to Ineligible Investment, as the Custodian determines is reasonable within the Custodian’s discretion, to the extent permitted by applicable law and regulation, including without

limitation: (a) investing income earned on Ineligible Investments in Eligible Investments; (b) exchanging Ineligible Investments for Eligible Investments; and, (c) liquidating Ineligible Investments and placing the cash proceeds of the liquidation in an FDIC-insured bank account, a money market mutual fund account or other appropriate account, or holding the cash uninvested pending receipt of instructions from the Responsible Individual.

D. Proxy Voting of Fund Shares in Mutual Funds That Are Eligible Investments. The Custodian will process proxy voting of Fund Shares in Mutual Funds that are Eligible Investments in accordance with the Custodian's written agreement with each Sponsor.

1. If the Sponsor has not caused the Custodian to process proxy voting of Fund Shares in Mutual Funds that are Eligible Investments, the Designated Beneficiary shall be the beneficial owner of such Fund Shares held in the Custodial Account, and the Custodian shall not vote any such Fund Shares except upon written direction of the Responsible Individual.

2. If the Sponsor has caused the Custodian to process proxy voting of Fund Shares of Mutual Funds that are Eligible Investments:

(a) The Custodian will forward the then-current prospectus, if any, applicable to each Mutual Fund that is an Eligible Investment held in the Custodial Account, and all notices, proxies and proxy soliciting materials received by the Custodian with respect to such Eligible Investments held in the Custodial Account;

(b) All Fund Shares of Mutual Funds that are Eligible Investments held in the Custodial Account shall be voted by, or in accordance with the proper voting instructions of, the Responsible Individual; and

(c) Absent such instructions from the Responsible Individual, the Custodian is hereby directed and authorized to, and shall vote such Fund Shares of Mutual Funds that are Eligible Investments held in the Custodial Account "for," "against" or "abstain," as appropriate, for any proposition in the same proportion as other Responsible Individuals with voting interests in the same Mutual Funds that are Eligible Investments for which timely instructions have been received, unless otherwise required by law.

E. Annual Accounting.

The Custodian shall, at least annually, provide the Responsible Individual with an accounting of the Custodial Account. Such accounting shall be deemed to be accepted by the Responsible Individual if the Responsible Individual does not object in writing within 60 days after the mailing of such accounting.

F. Rollovers.

The Custodian is authorized to accept rollover contributions. The Custodian reserves the right to refuse any such rollover contribution which is not (i) in the form of cash, or (ii) accompanied by all records and other documentation the Custodian reasonably determines appropriate to establish that the contribution is a permissible rollover contribution to the Custodial Account.

G. Withdrawal Requests.

1. The Custodian may act in accordance with requests for withdrawal, distribution, or payment from the Custodial Account ("Withdrawal Request") if:

(a) The Withdrawal Request is submitted in good order on a form designated by the Custodian; or

(b) Provided that the Sponsor permits Withdrawal Requests made via telephone, the Withdrawal Request is made by means of recorded telephone conversation with the Responsible Individual specifying the reason for the Withdrawal Request; and

(c) The Custodian is furnished with all documents it determines to be appropriate (including proof of any legal representative's authority) in good order.

2. The Custodian will comply with the method and form of payment designated to the extent reasonable and practicable, but may in its sole discretion effect all payments in cash (by check or other cash transfer method).

H. Custodian's Fees and Expenses.

1. The Custodian shall be entitled to receive any and all reasonable fees specified in the Custodian's current published fee schedule for establishing and maintaining the Custodial Account, including, but not limited to, any fees for distributions from, transfers from, and terminations of the Custodial Account. The Custodian may change its fee schedule at any time by giving the Responsible Individual 30 days' prior written notice.

2. The Custodian shall be entitled to reimbursement for any reasonable expenses incurred by the Custodian in the performance of its duties in connection with the Custodial Account, including without limitation administrative expenses, such as legal and accounting fees, expenses incurred in connection with the proceeding described in Section H.4. below, and any taxes of any kind whatsoever that may be levied or assessed with respect to the Custodial Account.

3. The Custodian may deduct from the Custodial Account and any contributions to and distributions from the Custodial Account, and transfer to its own account, amounts equal to the fees and reimbursable expenses it is entitled to receive if such amounts are not paid by the Contributor, Responsible Individual or Designated Beneficiary. The Responsible Individual shall remain responsible for any fees and reimbursable expenses the Custodian is not able to recover from such sources.

4. In the event that, for any reason, the Custodian is not certain as to who is entitled to receive all or part of the proceeds of the Custodial Account, the Custodian reserves the right to withhold any payment from the Custodial Account, and to request a court ruling to determine the disposition of such proceeds.

I. Custodian's Liabilities and Responsibilities.

1. The Custodian shall have no liability or responsibility whatsoever for:

(i) Any incomplete or inaccurate information provided by, or at the direction of, any Account Party

(ii) Any tax consequences arising from contributions to or withdrawals from the Custodial Account, from any failures to make contributions to or withdrawals from the Custodial Account, or from any activity or conduct engaged in by the Custodian, regardless of whether effected pursuant to instructions received from an Account Party, or pursuant to authority granted by the Coverdell ESA Custodial Agreement;

(iii) Acting in accordance with or reliance on any instruction, statement or communication, including without limitation in connection with a Withdrawal Request, which appears on its face to be genuine and given by the Responsible Individual, or for declining to act pursuant to any such instruction, statement or communication not appearing on its face to be genuine, or given by a party authorized to give the instruction, statement or communication;

(iv) Conducting any inquiry to the genuineness or lack thereof of any instruction or communication received from an Account Party;

(v) Compliance with contribution limits imposed by the Code or IRS regulations;

(vi) Acting with respect to a matter in reliance on the most recent relevant information furnished by an Account Party as reflected in the records or files of the Custodian;

(vii) Any losses, damages, penalties, fines, costs, expenses or other consequences of whatsoever nature, whether or not foreseeable, incurred by an Account Party in connection with the Custodial Account, or any course of conduct by the Custodian;

(viii) Reasonably acting on oral instructions, statements or communications from an Account Party:

(ix) The collection or propriety of any contribution, rollover or transfer to the Custodial Account;

(x) The Investments in the Custodial Account, including any assets held uninvested; or

(xi) The suitability of any investment selected by an Account Party for the Custodial Account.

2. The Custodian expressly disclaims any and all fiduciary responsibilities and duties and any duty or obligation to furnish tax, legal or investment advice, counseling or directions, and none of the foregoing shall be implied. The Contributor and the Responsible Individual acknowledge that Custodian has not given any tax, legal or investment advice, counseling or directions.

3. Any course of conduct engaged in by the Custodian with third parties pursuant to the Coverdell ESA Custodial Agreement or the Coverdell ESA Adoption Agreement is engaged in as agent.

J. Fund Liquidation and Other Events Permitting Custodian's Exercise of Administrative Discretion.

1. In the event that any asset held in the Custodial Account is redeemed or liquidated, matures, or is otherwise converted to cash for any reason and the Custodian does not receive timely instructions, or the instructions received cannot reasonably be carried out, or are ambiguous, the Responsible Individual expressly directs and authorizes the Custodian to take "Any Reasonable Course of Conduct" with respect to such proceeds.

2. "Any Reasonable Course of Conduct" is hereby defined to mean a course of conduct that the Custodian determines to be reasonable under the circumstances -- which may include, but is not limited to any of the following:

(a) depositing the proceeds in an FDIC-insured bank account, or purchasing shares of a money market mutual fund or any similar asset,

(b) distributing the proceeds to persons the Custodian reasonably determines to be lawfully entitled to distributions from the Custodial Account,

(c) holding the proceeds uninvested in a general account of the Custodian or other depository;
and

(d) resigning as Custodian and engaging in a course of conduct, including any described in clauses (a) through (c), outright and free of trust, if the Responsible Individual does not appoint a Custodian which

immediately accepts transfer of all proceeds, although nothing in this clause (d) shall be interpreted to obligate the Custodian to resign before taking any course of conduct, including any described in clauses (a) through (c).

3. The Custodian is authorized to pay or recover any costs and expenses associated with taking Any Reasonable Course of Conduct from the proceeds, or by retaining a portion of such in a reserve and subsequently distributing any unused portion of the reserve. To offset any administrative costs or expenses not otherwise recovered by the Custodian, the Custodian shall be entitled to retain for its own account any incidental benefits earned in connection with taking Any Reasonable Course of Action, including "float," bank service credits or overnight investment earnings.

4. The Custodian shall not be liable for any action taken in reliance on this Section J., unless such liability is required by the Code or IRS regulations, and the Responsible Individual expressly waives and releases the Custodian from all such liability.

5. Without limiting the generality of the foregoing, in the event the Custodian makes a distribution from the Custodial Account to the persons it reasonably determines to be entitled to Account distributions, the Responsible Individual and such persons shall bear sole responsibility for any taxes, assessments penalties, levies, or other liabilities of any nature arising or resulting from the distribution, and for taking any actions following the distribution to avoid or mitigate any such liabilities or consequences.

6. This Section J. shall not be interpreted to impose any duty of any nature on the Custodian if any one or more of the events described in this Section J. occurs, whether a duty to take or omit to take any act. For purposes of clarification, it is the intention of this Section J. to provide the Custodian with the broadest possible discretion permitted by law, including the discretion to hold any proceeds uninvested.

7. The Responsible Individual authorizes the Custodian to escheat or otherwise remit to appropriate jurisdictions in accordance with applicable abandoned property or other laws any Investments in the Custodial Account, or any proceeds thereof, and to the extent any Investments of the Custodial Account consist of anything other than cash, the Custodian may escheat or remit the non-cash asset.

8. The Responsible Individual acknowledges and accepts the risks described in this Section J., including the investment risks and tax consequences of the Custodian taking Any Reasonable Course of Conduct.

K. Indemnification by Account Parties.

Each Account Party, and their respective successors, heirs and assigns, including any executor or administrator of a beneficiary, shall, to the extent permitted by law, indemnify and hold the Custodian and Sponsor, and their successors and assigns, harmless from any and all claims, actions or liabilities arising in connection with activities and duties contemplated by the Coverdell ESA Custodial Agreement, except those arising from the negligence, recklessness or intentional misconduct of, as applicable, the Custodian or Sponsor.

L. Change of Designated Beneficiary.

1. At any time prior to the date that the Designated Beneficiary attains the age of 30, the Responsible Individual may change the Designated Beneficiary for the Custodial Account to any Family Member of the original Designated Beneficiary under the age of 30, or direct the Custodian to roll over or transfer the funds in the Custodial Account to a Coverdell ESA of a Family Member of the original Designated Beneficiary under the age of 30.

2. Any change of Designated Beneficiary complying with Section L.1 above shall not be treated as a distribution if the new Designated Beneficiary is a Family Member and such new Designated Beneficiary has not attained the age of 30, as of the date of such change.

3. Notwithstanding any other provision of the Coverdell ESA Custodial Agreement, a new Designated Beneficiary may be named within 30 days after the Designated Beneficiary attains the age of 30.

M. Designated Death Beneficiary.

1. At any time after the opening of the Custodial Account, and notwithstanding the designation of one or more Designated Death Beneficiaries by the Contributor, the Responsible Individual shall be entitled to designate the Designated Death Beneficiaries of the Custodial Account on a form acceptable to the Custodian; provided, however, only Family Members of the original Designated Beneficiary who are under 30 years of age at the time of designation may be designated as Designated Death Beneficiaries.

2. In the event of the Designated Beneficiary's death:

(a) If a Designated Death Beneficiary is under 30 years of age at the time of such death, such individual becomes the Designated Beneficiary, and the Custodial Account shall become an ESA Account for such individual;

(b) If no Designated Death Beneficiary designation is in effect at the time of death or if none of the Designated Death Beneficiaries survive the Designated Beneficiary, the balance of the Custodial Account will be paid to the estate of the Designated Beneficiary. Special rules apply if a Designated Death Beneficiary is a "special needs" beneficiary.

N. Nominee Registration.

The Custodian may hold all Eligible Investments in accounts registered to the Custodian or its nominee as record owner. Such record ownership shall not abridge or alter the beneficial ownership in the Custodial Account of the Designated Beneficiary.

O. Amendment.

Notwithstanding Article IX, the Responsible Individual hereby irrevocably delegates to the Custodian the right and power, and hereby irrevocably authorizes the Custodian, to amend the terms and provisions of this Coverdell ESA Custodial Agreement at any time, and hereby consents to any such amendments, provided the amendment does not violate any applicable provision of the Code or IRS regulations. Each such amendment shall be effective when the notice of such amendment is mailed to the address of the Responsible Individual indicated in the Custodian's records, or such other date as may be indicated in the notice, including any retroactive amendment required by law. In the event that the Responsible Individual object to any such amendment, the Responsible Individual's sole remedy is to terminate the Custodial Account, and request a complete distribution of the Investments in the Custodial Account.

P. Resignation and Removal of Custodian.

1. The Custodian may resign at any time by giving at least 30 days' written notice to the Responsible Individual. The Custodian may resign and appoint a successor custodian or trustee to serve under this Coverdell ESA Custodial Agreement or under another governing instrument selected by the successor custodian or trustee by giving the Responsible Individual written notice at least 30 days prior to the effective date of such resignation and

appointment, which notice shall also include a copy of such other governing instrument, if applicable. The Responsible Individual shall then have 30 days from the date of such notice to either request a complete distribution of the Custodial Account or designate a different successor custodian or trustee. If the Responsible Individual does not request distribution of the Custodial Account or designate a different successor within such 30 days, the Responsible Individual shall be deemed to have consented to the appointment of the successor custodian or trustee and the terms of any new governing instrument. No executed written instrument of any Account Party shall be required to effect such transfer. The successor custodian may rely on any information, including death beneficiary designations, previously provided to the Custodian.

2. The Responsible Individual may at any time, at the sole cost and expense of the Custodial Account, remove the Custodian and replace the Custodian with a successor custodian or trustee of the Responsible Individual's choice by giving 30 days' written notice to the Custodian. In such event, the Custodian shall liquidate all Investments in the Custodial Account and transfer the cash liquidation proceeds to the successor custodian in accordance with standard industry practices, including the receipt of all appropriate signed documentation, and otherwise as reasonably directed by the Responsible Individual. However, the Custodian may retain a portion of the Investments in the Custodial Account as a reserve for payment of any anticipated remaining fees and expenses, and shall pay over any remainder of this reserve to the successor custodian or trustee upon satisfaction of such fees and expenses. The Custodian may decline to act under this Section P. if any course of conduct requested of the Custodian by the Responsible Individual could reasonably be interpreted to be a violation of any law or regulation.

3. Any successor trustee or custodian shall be a bank (as defined in Code Section 408(n)) or such other person found qualified to act as a trustee or custodian under a Coverdell ESA by the Secretary of the U.S. Treasury or his delegate. The appointment of a successor trustee or custodian shall be effective upon receipt by the Custodian of such successor's written acceptance. Within 30 days of the effective date of such successor's appointment, the Custodian shall transfer and deliver to the successor applicable Custodial Account records and Investments in the Custodial Account (reduced by any unpaid amounts as provided in Section P.2. The successor custodian shall be subject to the provisions of this Coverdell ESA Custodial Agreement (or any successor thereto) on the effective date of its appointment.

Q. Termination.

The Custodial Account and the Coverdell ESA Custodial Agreement shall terminate at such time as the Custodian distributes all Investments in the Custodial Account, except that terms necessary for the enforcement of rights that survive termination shall remain in effect for purposes of such enforcement.

R. Agents.

The Custodian is authorized to hire agents to perform its duties under this Coverdell ESA Custodial Agreement.

S. Income Taxes.

The Custodian shall be responsible solely for the performance of those duties expressly assigned to it in this Coverdell ESA Custodial Agreement and by operation of law. In determining the taxable amount of a distribution, the Responsible Individual shall rely only on the federal tax records of the Designated Beneficiary.

T. Applicable Law.

Except to the extent preempted by federal law, this Coverdell ESA Custodial Agreement shall be governed by, and construed, administered and enforced according to, the laws of the State of Delaware, without regard to any conflict of laws provisions, and all contributions shall be deemed made in Delaware.