



# STABLE Account 529A Savings Plan

Plan Disclosure Statement and Participation Agreement - May 5, 2016



Established and Maintained by:  
Ohio Treasurer of State, Trustee and Administrator  
Plan Manager: Intuition ABLE Solutions, LLC

Accounts in the State Treasury Achieving a Better Life Experience (“STABLE”) Account Plan are not guaranteed or insured by the Ohio Treasurer of State, the State of Ohio, any state agency or subdivision thereof, or by Intuition ABLE Solutions, LLC, or their authorized agents or affiliates. You could lose money by investing in STABLE Account. The BankSafe Option offers FDIC insurance up to \$250,000, subject to certain restrictions.

The securities described in this Plan Disclosure Statement and Participation Agreement are not registered with or in any way approved by the Securities and Exchange Commission or by any state securities commission.

## PLAN DISCLOSURE STATEMENT

Before you open an account in STABLE Account (the “Plan”) and before you make any investments in the Plan, you should carefully read and understand this Plan Disclosure Statement. It includes important information about STABLE Account, including, among other information, eligibility for opening an account, the risks of investing in the Plan, certain limitations and restrictions that will apply to your use of the money in the Plan, and the fees you will pay for having an account in the Plan.

The information in this Plan Disclosure Statement is believed to be accurate as of April 15, 2016 but is subject to change in the future. If the information changes in the future, a Supplement to this document explaining the applicable changes will be made available. No one is authorized to provide information that is different from the information in this Plan Disclosure Statement and any Supplements that may be issued in the future.

No broker, dealer, salesperson, or any other person has been authorized by the Ohio Treasurer of State (the “Treasurer”), STABLE Account, Intuition ABLE Solutions, LLC (“Intuition”) or any of its subcontractors, to give any information or to make any representations other than those contained in this Plan Disclosure Statement and, if given or made, such other information or representations must not be relied upon as having been authorized by the Treasurer, STABLE Account, Intuition, or any of their respective agents.

## STABLE ACCOUNT

STABLE Account has been developed pursuant to Section 529A of the Internal Revenue Code of 1986, as amended (“Section 529A”). ABLE plans established and maintained in accordance with Section 529A are intended to be used for the qualified disability expenses of a particular eligible Beneficiary. ABLE plans are not intended to be used for, nor should they be used by, any Beneficiary taxpayer for the purpose of evading federal or state income taxes or any tax penalties. The tax information contained in this Plan Disclosure Statement was written to support the promotion and marketing of STABLE Account and was neither written nor intended to be used, and cannot be used by, any Beneficiary taxpayer for the purpose of avoiding federal or state taxes or penalties. This Plan Disclosure Statement does not address the potential effects on Beneficiaries of the tax laws of any state other than Ohio. You should consult a qualified tax advisor about how federal tax laws, Ohio state tax laws, or the laws of your state of residence apply to your circumstances. Federal and state laws or regulations are subject to change and could affect the tax treatment of your account.

NEITHER THE TREASURER, STABLE ACCOUNT, NOR ANY OF THEIR AUTHORIZED AGENTS OR AFFILIATES MAKE ANY REPRESENTATION ABOUT THE SUITABILITY OF THE INVESTMENT OPTIONS DESCRIBED IN THIS PLAN DISCLOSURE STATEMENT FOR ANY PARTICULAR BENEFICIARY. OTHER TYPES OF INVESTMENTS OR OTHER SAVINGS OPTIONS MAY BE MORE APPROPRIATE FOR A BENEFICIARY DEPENDING UPON HIS OR HER PERSONAL CIRCUMSTANCES. EVERY BENEFICIARY AND HIS OR HER AUTHORIZED REPRESENTATIVE SHOULD CONSULT HIS OR HER OWN TAX OR FINANCIAL ADVISOR OR SPECIAL NEEDS PLANNER FOR MORE INFORMATION.

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## INTRODUCTION TO THE PLAN

### **The ABLE Act**

The Stephen Beck, Jr., Achieving a Better Life Experience Act of 2014 (the “ABLE Act”) was passed by the U.S. Congress and signed into law by the President of the United States to provide certain individuals with disabilities a means to save for disability-related expenses. Savings in the Plan are designed to be in addition to benefits otherwise available to those individuals, whether through private sources, employment, public programs, or otherwise. Section 529A of the Internal Revenue Code of 1986 as amended (“IRC”), which is part of the ABLE Act, allows the creation of a qualified ABLE program by a state (or agency or instrumentality thereof) under which an ABLE account may be established for an individual with a disability who is the Beneficiary and owner of that account.

### **Beneficiary Under the Plan**

Subject to the terms and conditions in this Plan Disclosure Statement and Participation Agreement (the “Plan Disclosure Statement”) and the enrollment process, a person is entitled to open a STABLE account in the Plan if the person is an eligible individual under Section 529A of the IRC. An individual is an Eligible Individual for a taxable year if, during that year, either the individual is entitled to benefits based on blindness or disability under Title II or XVI of the Social Security Act, or a disability certification meeting specified requirements is deemed filed with the Secretary of the Treasury. In all cases, the blindness or disability must have occurred before the date on which the individual attained age 26. A person who meets all these requirements is known as an “Eligible Individual.”

### **Authorized Legal Representative**

If the Beneficiary is not able to exercise signature authority over his or her STABLE account or chooses to establish a STABLE account but not exercise signature authority, an Authorized Legal Representative may act on the Beneficiary’s behalf with respect to the account. The Authorized Legal Representative may be a parent or legal guardian of the Beneficiary or may be a person granted a Power of Attorney authorizing such person to establish accounts and make investment decisions for the Beneficiary (“Power of Attorney”). According to Internal Revenue Service (“IRS”) guidance, the Authorized Legal Representative may neither have, nor acquire, any beneficial interest in the STABLE account during the Beneficiary’s lifetime and must administer the STABLE account for the benefit of the Beneficiary. Whenever an action is required to be taken by a Beneficiary in connection with a STABLE account it must be taken by the Beneficiary’s Authorized Legal Representative acting in that capacity.



## The Treasurer

The Treasurer created the Plan to help individuals with disabilities save for “Qualified Disability Expenses” (see “Important Definitions” below). The Plan is designed to be a “qualified ABLE program” under Section 529A, which permits Beneficiaries to make tax-free withdrawals to pay for Qualified Disability Expenses under certain circumstances (see “Tax Considerations” below). Amounts up to \$100,000 will be disregarded for purposes of determining eligibility to receive benefits under the Supplemental Security Income program (“SSI”). A STABLE account may be used for the long-term benefit and/or short term needs of the Beneficiary.

The Plan was authorized by Sections 113.50-113.56 of the Ohio Revised Code, as the same may be amended from time to time (the “Ohio ABLE Statute”). Under the Ohio ABLE Statute, the Treasurer has the authority to develop and implement the Plan, engage the services of consultants on a contract basis for rendering professional and technical assistance and advice, make modifications to the Plan as necessary for participants in the Plan to qualify for the federal income tax benefits or treatment provided under Section 529A or rules adopted thereunder, enter into agreements with other states to allow residents of other states to participate in the Plan, and take other action necessary to implement and administer the Plan. The Ohio ABLE Statute also created an Advisory Board to review the work of the Treasurer related to the Plan, advise the Treasurer on the Plan as requested by the Treasurer, and make recommendations to the Treasurer for the improvement of the Plan. For additional information, see “Oversight of the Plan” below.

## Plan Governance

Federal law, the Ohio ABLE Statute, any applicable federal and state regulations, this Plan Disclosure Statement, and the Participation Agreement govern the terms of your STABLE account. Any amendments to applicable federal or state law or regulations, the Plan Disclosure Statement, or the Participation Agreement will amend the terms of your STABLE account when such amendments become effective.

## Plan Manager

Intuition manages the Plan under the direction of the Treasurer. Intuition and the Treasurer have entered into a contract (the “Management Agreement”) under which Intuition, its affiliates, and its subcontractors provide services to the Plan. For additional information, see “The Plan Manager” under “Service Providers,” below.

## The Investment Advisor

Marquette Associates, Inc. is the investment advisor (the “Investment Advisor”) for the Plan. Marquette advises institutional investors and is a registered investment adviser under the Investment Advisers Act. The Investment Advisor will provide investment management advisory and related services to the Treasurer for the Plan, which shall include recommending the underlying investments for each of Fund’s Investment Options and monitoring of the Investment Options in accordance with an Investment Policy Statement approved by the Treasurer.

### **The Investment Manager**

Vanguard is the Investment Manager of the Mutual Funds which serve as underlying investments for the Plan's Investment Options.

### **The STABLE Card**

The STABLE Card is the Plan's loadable prepaid debit card. You can transfer funds from your STABLE account onto your STABLE Card and then use the Card to pay for Qualified Disability Expenses.

### **Fifth Third Bank**

Fifth Third Bank offers the Fifth Third BankSafe Product, which is the underlying investment account for the BankSafe Option. Fifth Third is also the custodian and fund accountant for the Plan.

### **Please Read this Plan Disclosure Statement**

Before you open a STABLE account and before you make any investments in the Plan, you should carefully read and understand this Plan Disclosure Statement and Participation Agreement. It includes important information about the Plan, including, among other information, the risks of investing in the Plan, certain limitations and restrictions that will apply to your use of the money in the Plan, and the fees you will pay for having a STABLE account.

## **INVESTMENT OPTIONS**

### **BankSafe Option**

The BankSafe Option offers a conservative investment strategy and is designed to protect your principal investment. This Option invests 100% of its funds into an FDIC-insured account.

### **Income Option**

The Income Option seeks to provide current income and some capital appreciation by investing 100% of its assets in the Vanguard LifeStrategy Income Fund.

### **Conservative Growth Option**

The Conservative Growth Option seeks to provide current income and low-to-moderate capital appreciation by investing 100% of its assets in the Vanguard LifeStrategy Conservative Growth Fund.

### **Moderate Growth Option**

The Moderate Growth Option seeks to provide capital appreciation and a low-to-moderate level of current income by investing 100% of its assets in the Vanguard LifeStrategy Moderate Growth Fund.

### **Growth Option**

The Growth Option seeks to provide capital appreciation and some current income by investing 100% of its assets in the Vanguard LifeStrategy Growth Fund.

## KEY FEATURES OF THE PLAN

This section provides summary information about certain key features of the Plan, but it is important that you read the entire Plan Disclosure Statement for more detailed information about the Plan. Any other materials or online information you may have received about the Plan are not intended to serve as a substitute for the more complete description of the Plan provided in this Plan Disclosure Statement. Capitalized terms used in this section are defined in “Important Definitions” or elsewhere in this Plan Disclosure Statement.

FEATURE	DESCRIPTION	ADDITIONAL INFO
State Sponsor and Administrator	The Office of the Ohio Treasurer of State	Oversight of the Plan, page 47
Ohio ABLE Savings Program Trust Fund	The statutory trust in the Treasurer’s custody which was created by the Ohio ABLE Statute and which is the issuer of the interests offered under this Plan Disclosure Statement.	Oversight of the Plan, page 47
Plan Manager	Intuition ABLE Solutions, LLC	Service Providers to the Plan, page 47
Investment Advisor	Marquette Associates, Inc.	Service Providers to the Plan, page 47
Investment Manager	Vanguard	Service Providers to the Plan, page 47
Custodian	Fifth Third Bank	Service Providers to the Plan, page 47
STABLE Card	The Plan’s loadable prepaid debit card. You can transfer funds from your STABLE account onto your STABLE Card and then use the Card to pay for Qualified Disability Expenses.	Using Your Account, page 26
Beneficiary or Eligible Individual	An Eligible Individual under Section 529A. An individual is an Eligible Individual for a taxable year if, during that year, either the individual is entitled to benefits based on blindness or disability under Title II or XVI of the Social Security Act, or a disability certification meeting specified requirements is deemed filed with the Secretary. In all cases, the blindness or disability must have occurred before the date on which the individual attained age 26.	Getting Started, page 19
Minimum Initial Contribution	\$50.00 per STABLE account	Contributing to Your Account, page 23
Minimum Subsequent Contributions	\$1.00 per STABLE account	Contributing to Your Account, page 23

## Key Features of the Plan

FEATURE	DESCRIPTION	ADDITIONAL INFO
Annual Contribution Limit	\$14,000 per year per Beneficiary from any source. Contributions over \$14,000 will not be accepted and will be returned to the contributor, if possible. This limit may increase from time to time. You will be notified of any increase.	Contributing to Your Account, page 23
Lifetime Account Limit	No new contributions may be made to any STABLE account if, at the time of a proposed contribution, the STABLE account balance is equal to or greater than \$426,000. Accounts that have reached the Lifetime Account Limit may continue to accrue earnings. This limit may increase from time to time. You will be notified of any increase in the Lifetime Account Limit.	Contributing to Your Account, page 23
Qualified Withdrawals	Qualified Withdrawals are withdrawals you take to pay for Qualified Disability Expenses.	Using Your Account, page 26 Tax Considerations, page 43
Non-Qualified Withdrawals	Non-Qualified Withdrawals are withdrawals used for any expense that is not a Qualified Disability Expense. Non-Qualified Withdrawals will be subject to income tax on earnings, and the Additional 10% Tax on earnings, unless an exception applies.	Using Your Account, page 26 Tax Considerations, page 43
Rollover	A tax-free Rollover to or from another qualified ABLE program may be made as described herein.	Using Your Account, page 26 Tax Considerations, page 43
Program-to-Program Transfer	A tax-free Program-to-Program Transfer to or from another qualified ABLE program may be made as described herein.	Using Your Account, page 26 Tax Considerations, page 43

FEATURE	DESCRIPTION	ADDITIONAL INFO
Investment Options	<p>The Plan offers you five different options to invest your money in.</p> <p>The BankSafe Option offers a conservative investment strategy, and is designed to protect your principal investment. This Option invests 100% of its funds into an FDIC-insured account.</p> <p>The Income Option seeks to provide current income and some capital appreciation. This Option invests 100% of its funds in the Vanguard LifeStrategy Income Fund. The Vanguard LifeStrategy Income Fund allocates approximately 80% of its assets to bonds and 20% to common stocks.</p> <p>The Conservative Growth Option seeks to provide current income and low-to-moderate capital appreciation. This Option invests 100% of its funds in the Vanguard LifeStrategy Conservative Growth Fund. The Vanguard LifeStrategy Conservative Growth Fund allocates approximately 60% of its assets to bonds and 40% to common stocks.</p> <p>The Moderate Growth Option seeks to provide capital appreciation and a low-to-moderate level of current income. This Option invests 100% of its funds in the Vanguard LifeStrategy Moderate Growth Fund. The Vanguard LifeStrategy Moderate Growth Fund allocates approximately 60% of its assets to common stocks and 40% to bonds.</p> <p>The Growth Option seeks to provide capital appreciation and some current income. This Option invests 100% of its assets in the Vanguard LifeStrategy Growth Fund. The Vanguard LifeStrategy Growth Fund allocates approximately 80% of its assets to common stocks and 20% to bonds.</p>	Investment Options, page 32 Performance, page 35 Risks of Investing in the Plan, page 40
Transfers Among Investment Options	You may move funds from your current Investment Option(s) to other Investment Options twice per calendar year.	Using Your Account, page 26

FEATURE	DESCRIPTION	ADDITIONAL INFO
Federal Tax Benefits	<p>Contributions are not deductible for federal income tax purposes.</p> <p>Earnings grow tax-deferred from federal income tax.</p> <p>There is no federal income tax on Qualified Withdrawals.</p> <p>For federal gift and estate tax purposes, contributions from third parties are generally considered completed gifts to the Beneficiary.</p> <p>Contributions are subject to the annual federal gift tax exclusion.</p>	Tax Considerations, page 43
Ohio State Tax Benefits	<p>Contributions are not deductible for Ohio state income tax purposes.</p> <p>Earnings grow tax-deferred from Ohio state income tax.</p> <p>There is no Ohio state income tax on Qualified Withdrawals, Rollovers, or Program-to-Program Transfers.</p>	Tax Considerations, page 43
Current Fees and Expenses	<p>If you are an Ohio resident, your STABLE account will be charged a monthly Account Maintenance Fee of \$2.50. You will also be charged an annual asset-based fee of between 0.19% and 0.34%, depending on which Investment Options you select.</p> <p>If you are not an Ohio resident, your STABLE account will be charged a monthly Account Maintenance Fee of \$5.00. You will also be charged an annual asset-based fee of between 0.45% and 0.60%, depending on which Investment Options you select.</p> <p>There are additional fees for certain types of activity-based transactions. For example, if you choose to Rollover out of the Plan, or if you choose to receive paper statements, there are additional costs to your STABLE account.</p>	Cost of Your Account, page 36
Performance	<p>As it becomes available, current performance information will be posted on the Plan's website at <a href="http://www.stableaccount.com">www.stableaccount.com</a>. Past performance is not necessarily indicative of future results. Your investment results may be better or worse than the performance shown.</p>	Performance, page 35

FEATURE	DESCRIPTION	ADDITIONAL INFO
Risks of Investing in the Plan	<p>STABLE accounts are not guaranteed or insured by the Treasurer, the State of Ohio, any state agency or subdivision thereof, any of their authorized agents or affiliates, or by Intuition, or its authorized agents or affiliates. The BankSafe Option offers FDIC insurance up to \$250,000, subject to certain restrictions and individual limits.</p> <p>With respect to the other Investment Options, the value of your STABLE account may decrease. You could lose money, including the principal you invest.</p> <p>Non-Qualified Withdrawals from the Plan may adversely affect a Beneficiary's eligibility for federal means-tested benefits such as SSI and Medicaid.</p> <p>If you are no longer considered to be an Eligible Individual, expenses incurred at a time when you are not an Eligible Individual will not be considered Qualified Disability Expenses.</p> <p>Federal or state tax law changes could negatively affect participation in the Plan.</p>	Introduction to the Plan, page 8 Investment Options, page 32 Risks of Investing in the Plan, page 40
Certain Additional Risks of Investing in the Plan	<p>Certain changes may be made to the Plan that could make it less favorable to investors, including an increase in existing fees and expenses and/or the addition of new fees and expenses.</p> <p>The Treasurer may change the Plan Manager, the Investment Advisor, the Investment Manager, the STABLE Card, and the Investment Options.</p> <p>Investment returns, if any, may be less than the rate of increase in the costs of disability expenses.</p>	Risks of Investing in the Plan, page 40
Electronic Delivery	You have the option of receiving all your Plan documents electronically. Electronic delivery will eliminate the \$10 annual fee for printing and mailing paper documents.	Cost of Your Account, page 36
Zero-Balance Account	If a STABLE account has a zero balance for 90 days or more, it may be closed. To reinstate a zero-balance account, the Beneficiary or the Authorized Legal Representative must complete a reinstatement online, and may need to complete a new enrollment Application.	Using Your Account, page 26

## IMPORTANT DEFINITIONS

This Plan Disclosure Statement is intended to be as clear and understandable as possible. However, certain words and terms used throughout this Plan Disclosure Statement do carry special meanings. This glossary of certain terms is included here for your easy reference. Refer to the text throughout the Plan Disclosure Statement for a more complete discussion of these terms.

TERM	DEFINITION
Advisory Board	The STABLE Account Advisory Board was created pursuant to Ohio Revised Code Section 113.56 to 1) review the work of the Treasurer related to the Plan; 2) advise the Treasurer on the Plan as requested by the Treasurer; and 3) make recommendations to the Treasurer for the improvement of the Plan.
STABLE account	An account in the Plan opened to receive contributions and to provide funds for Qualified Disability Expenses.
Additional 10% Tax	A 10% additional federal tax imposed on the earnings portion of certain Non-Qualified Withdrawals.
Authorized Legal Representative	If the Beneficiary is not able to exercise signature authority over his or her STABLE account, or chooses to establish a STABLE account but not exercise signature authority, an Authorized Legal Representative may act on the Beneficiary's behalf with respect to the STABLE account. The Authorized Legal Representative may be a parent or legal guardian of the Beneficiary or may be a person granted a Power of Attorney by the Beneficiary. The Authorized Legal Representative may neither have, nor acquire, any beneficial interest in the STABLE account during the Beneficiary's lifetime and must administer the account for the benefit of the Beneficiary. Whenever an action is required to be taken by a Beneficiary in connection with a STABLE account, it must be taken by the Beneficiary's Authorized Legal Representative acting in that capacity.
Beneficiary or You	You, the Beneficiary of the STABLE account, are the owner of the account. In order to be a Beneficiary you must be an Eligible Individual.
Eligible Individual	An individual is an Eligible Individual for a taxable year if, during that year, either (1) the individual is entitled to benefits based on blindness or disability under Title II or XVI of the Social Security Act, or (2) a disability certification meeting specified requirements is deemed filed with the Secretary. In all cases, the blindness or disability must have occurred before the date on which the individual attained age 26.
Investment Options	The choices you have within the Plan for how to invest your contributions. You can choose to invest your contributions in one Option, or in multiple Options, including the BankSafe Option, the Income Option, the Conservative Growth Option, the Moderate Growth Option, and the Growth Option.
Good Order	Good Order means we have received your contribution and you have filled out all the correct information necessary to enroll in the Plan or to instruct the Plan to take an action on your behalf, such as to make a contribution or a withdrawal.



TERM	DEFINITION
IRC	The Internal Revenue Code of 1986, as amended.
Management Agreement	The Management Agreement between the Treasurer and Intuition.
Sibling of the Beneficiary	A sibling of the Beneficiary, whether by blood or by adoption. A Sibling of the Beneficiary includes a brother, sister, stepbrother, stepsister, half-brother, and half-sister.
Mutual Funds/Funds	The mutual funds serving as underlying investments for several of the Investment Options.
Non-Qualified Withdrawal	Any withdrawal from your STABLE account not used to pay your Qualified Disability Expenses. Note that expenses will not be Qualified Disability Expenses if they are incurred at a time when a Beneficiary is not an Eligible Individual.
Participation Agreement	The agreement between you and the Treasurer, which is attached to this Plan Disclosure Statement as Appendix II, that governs your use of the Plan and is enforceable by the Treasurer.
Plan	STABLE Account or the Treasurer's 529A ABLÉ program.
Plan Manager	Intuition ABLÉ Solutions, LLC.
Proposed Tax Regulations	Proposed U.S. Treasury Department IRS Rulemaking on Section 529A Qualified ABLÉ Programs.
Qualified Disability Expenses	Any expenses that (1) are incurred at a time when the Beneficiary is an Eligible Individual, (2) relate to the blindness or disability of the Beneficiary, and (3) are for the benefit of the Beneficiary in maintaining or improving his or her health, independence, or quality of life. Such expenses include, but are not limited to, expenses related to the Beneficiary's education, housing, transportation, employment training and support, assistive technology and personal support services, health, prevention and wellness, financial management and administrative services, legal fees, expenses for oversight and monitoring, funeral and burial expenses, and other expenses that may be identified from time to time by the IRS.
Qualified Withdrawal	Any withdrawal used to pay for Qualified Disability Expenses.
Secretary	The United States Secretary of the Treasury.
Ohio ABLÉ Statute	Sections 113.50 through 113.56 of the Ohio Revised Code.
The Treasurer	The Office of the Ohio Treasurer of State.
Unit	Your total contribution divided into units. Each unit has an equal value. If you contributed \$100 and you had ten units in the Plan, each unit would be worth \$10.



## GETTING STARTED

This section discusses who is eligible to open a STABLE account in the Plan and how to do it. The Plan is designed to be established and maintained online in order to maximize efficiency and customer service.

### **Eligibility to Open a STABLE Account**

In order to open a STABLE account, the Beneficiary must be an Eligible Individual under Section 529A. An individual is an Eligible Individual for a taxable year if, during that year, either the individual is entitled to benefits based on blindness or disability under Title II or XVI of the Social Security Act ("Track 1 Eligibility"), or a disability certification meeting specified requirements is made under penalties of perjury with the Plan Manager ("Track 2 Eligibility"). In all cases, the blindness or disability must have occurred before the date on which the individual attained age 26.

### **One Account Rule**

The Proposed Tax Regulations provide that except with respect to Rollovers and Program-to-Program Transfers, no Beneficiary may have more than one ABLE account in existence at the same time (the "One Account Rule"). A prior ABLE account that has been closed does not prohibit the subsequent creation of another ABLE account for the same Beneficiary. As part of the enrollment process, the Beneficiary will be required to certify under penalties of perjury that he or she has no other ABLE account (except in the case of a Rollover or Program-to-Program Transfer). If more than one ABLE account is opened by a Beneficiary, the subsequent accounts will not be treated as ABLE accounts under the Section 529A and will not be eligible for the benefits of ABLE accounts. For example, monies contributed to a second or subsequent ABLE account will not be disregarded for determining eligibility under federal means-tested programs, such as SSI, and could result in the imposition of federal taxes and penalties upon withdrawal. See "Tax Considerations" below for more information.

### **Track 1 Eligibility Certification Requirements**

If an individual is claiming he or she is entitled to benefits based on Track 1 Eligibility, the Proposed Tax Regulations provide that each qualified ABLE program may determine the evidence required to establish the individual's eligibility. The Plan currently requires that an individual who claims entitlement based on Track 1 Eligibility must certify under penalties of perjury that he or she has received a benefit verification letter from the Social Security Administration and agrees to retain and provide the letter (or a genuine copy of the letter) to the Plan, the IRS, or the U.S. Treasury Department upon request. If the Beneficiary fails to provide the benefit letter within 30 days of any request, the Plan reserves the right to suspend contributions or other account activity until the requested information is provided. For more information about benefits based on blindness or disability under Title II or XVI of the Social Security Act, please see <https://www.ssa.gov/disability/professionals/bluebook/general-info.htm> (last accessed April 13, 2016) or contact your local Social Security Field Office.

## **Track 2 Eligibility Certification Requirements**

Based on the Proposed Tax Regulations and guidance from the U.S. Treasury Department, if an individual is claiming he or she is entitled to open a STABLE account based on Track 2 Eligibility, the Plan currently requires that the individual certify under penalties of perjury:

- (1) that he or she has a medically determinable physical or mental impairment which results in marked or severe functional limitations and which (i) can be expected to result in death or (ii) has lasted or can be expected to last for a continuous period of not less than 12 months;
- (2) is blind (within the meaning of the Social Security Act); or
- (3) has a condition listed in the “List of Compassionate Allowances Conditions” maintained by the Social Security Administration (at <https://www.ssa.gov/compassionateallowances/conditions.htm>) (last accessed April 13, 2016).

The individual must also certify that the disability, blindness, or compassionate allowances condition was present before the individual attained age 26.

Except for individuals who have a condition listed in the “List of Compassionate Allowances Conditions,” the Plan currently requires that the individual certify under penalties of perjury that he or she has received a written diagnosis relating to the disability from a “licensed physician” (as defined in Section 1861(r) of the Social Security Act, 42 U.S.C. 1395x(r)). The individual must also agree to retain and provide a copy of the diagnosis and related information to the Plan upon request. If the Beneficiary fails to provide the requested information within 30 days of any request, the Plan reserves the right to suspend contributions or other account activity until the requested information is provided.

## **Eligibility Requirements Are Subject to Federal Law and May Change**

Eligibility requirements are based on a good faith interpretation of federal law and regulations and are subject to change at any time. None of the Plan, the Plan Manager, the Investment Advisor, the Investment Manager, the Custodian, or their authorized agents or representatives will have any responsibility or liability for an individual’s failure (or their Authorized Legal Representative’s failure) to establish eligibility to open a STABLE account or maintain eligibility to continue to make contributions, withdrawals, and other transactions in the Plan.

## **Opening Your STABLE Account**

To open a STABLE account, you must first complete and submit an application (the “Application”). The Application and this Plan Disclosure Statement governs the terms of your STABLE account. The Application requires you to provide the Plan with certain information, including your eligibility to open a STABLE account, the Investment Options you would like to invest contributions in, your name, address, date of birth, Social Security Number, and other information that will allow the Plan to identify you, such as your home telephone number. Until you provide the information needed, the Plan will not be able to open your STABLE account or allow you to contribute to the Plan.

You may complete and submit the Application online on the Plan’s website. The Plan reserves the right to charge a fee for paper applications. See “Cost of Your Account” for a summary of fees and expenses charged in connection with your STABLE account.

## Choosing Investment Options

The Treasurer has established multiple Investment Options for the Plan. To complete your Application, you must select the Investment Option(s) to which your contributions will be allocated. You may select any one or a combination of the Investment Options. Future contributions to your STABLE account are not limited to your initial Investment Option elections. See "Investment Options" for summaries of the Investment Options offered under the Plan.

After you have completed an Application, you may change your Investment Option election(s) by:

- Choosing additional Investment Options for future contributions;
- Stopping contributions to an existing Investment Option; or
- Transferring funds in your STABLE account, subject to the twice-yearly limits, to other Investment Options.

See "Transfers Among Investment Options" under "Using Your Account" for more information.

If you choose to change your Investment Option selections, change your allocations, or stop your contributions to any Investment Option, you may do so online. If you choose to stop or change your automatic contribution plan, you may do so online.

## Federal Income Tax Benefits

Investment earnings on your contributions accumulate on a tax-deferred basis while in a STABLE account. Qualified Withdrawals are exempt from federal income tax if they are used to pay for the Beneficiary's Qualified Disability Expenses. Qualified Disability Expenses are any expenses that (1) are incurred at a time when the Beneficiary is an Eligible Individual, (2) relate to the blindness or disability of the Beneficiary, and (3) are for the benefit of the Beneficiary in maintaining or improving his or her health, independence, or quality of life. Such expenses include, but are not limited to, expenses related to the Beneficiary's education, housing, transportation, employment training and support, assistive technology and personal support services, health, prevention and wellness, financial management and administrative services, legal fees, expenses for oversight and monitoring, funeral and burial expenses, and other expenses that may be identified from time to time by the IRS.

Under current IRS guidance, Qualified Disability Expenses includes basic living expenses and are not limited to expenses for items for which there is a medical necessity or which provide no benefits to others in addition to the benefit to the Beneficiary. For example, expenses for common items such as smart phones could be considered Qualified Disability Expenses if they are an effective and safe communication or navigation aid for a child with autism.

The Plan Disclosure Statement does not address the potential effects on Beneficiaries of the tax laws of any state other than Ohio. You should consult a qualified tax advisor about how federal tax laws, Ohio state tax laws, or the laws of your state of residence apply to your circumstances.

### **Changes in Eligibility**

A Beneficiary has an obligation to promptly notify the Plan of any change in his or her status as an Eligible Individual. There may be circumstances in which a Beneficiary ceases to be an Eligible Individual but then later regains his or her status as an Eligible Individual. An example would be if the disease that caused the disability goes into remission but later reemerges. Therefore, if at any time a designated Beneficiary no longer meets the definition of an Eligible Individual, his or her account will remain a STABLE account to which all of the provisions of Section 529A continue to apply. However, under the Proposed Tax Regulations, beginning on the first day of the taxable year following the taxable year in which the Beneficiary ceased to be an Eligible Individual, no contribution to the STABLE account may be accepted. If the Beneficiary subsequently becomes an Eligible Individual, then additional contributions may be accepted subject to the Annual Contribution Limit and the Lifetime Account Limit. For example, if the Beneficiary is no longer an Eligible Individual as of September 10 of a year, beginning on January 1 of the following year no additional contributions to the STABLE account will be accepted. However, if on June 3 of that same year the Beneficiary regains his or her eligibility and provides the required certifications to the Plan, additional contributions will be accepted. Please note that expenses will not be Qualified Disability Expenses if they are incurred at a time when the Beneficiary is not an Eligible Individual.

### **Recertification**

Unless a Beneficiary's disability is permanent as certified by the Beneficiary in the enrollment process, the Plan will require annual recertification of the Beneficiary's status as an Eligible Individual. The recertification process will require that the Beneficiary recertify under penalties of perjury his or her status as an Eligible Individual. If the Beneficiary fails to provide the recertification, the Plan reserves the right to reject contributions and/or suspend other account activity.

## CONTRIBUTING TO YOUR ACCOUNT

### Who Can Contribute

Any person (including your friends and family), corporation, trust, or other legal entity may make a contribution to your STABLE account. However, any contribution to a STABLE account may have gift or other tax consequences to the contributor or the Beneficiary. The Beneficiary is the owner of the STABLE account. Contributions by third parties (i.e., anyone other than the Beneficiary) will become the property of the Beneficiary.

### Minimum Contributions

The minimum initial contribution amount is \$50.00 per STABLE account. The minimum subsequent contribution amount is \$1.00 per STABLE account.

### How You Can Contribute to Your STABLE Account

Your ability to contribute to your STABLE account is limited to the following methods: (1) by check (excluding starter and cashier's checks); (2) through an automatic contribution plan; (3) by electronic funds transfer ("EFT"); (4) by payroll deduction (if your employer provides for payroll deduction and agrees to submit contributions on your behalf); or (5) through a Rollover or Program-to-Program Transfer from another qualified ABLÉ program. See "Using Your Account" below for more information about Rollovers and Program-to-Program Transfers.

- Checks should be made payable to "STABLE Account." Contributions by check must be drawn on a banking institution located in the United States in U.S. dollars. For further clarification on acceptable methods of payment, please call the Plan toll-free at 1-888-463-7581.
- You can contribute through an automatic contribution plan. Changes can be made to your automatic contribution plan online on the Plan website.
- EFTs allow you to make contributions over the internet on the Plan website at [www.stableaccount.com](http://www.stableaccount.com).
- You may contribute to the Plan by payroll deduction if your employer provides this option. Changes can be made to your payroll deduction by contacting your employer.
- You may contribute to the Plan through a Rollover or Program-to-Program Transfer by completing the appropriate section of the Application and/or the applicable account form.

### **Annual Contribution Limit**

The Plan's Annual Contribution Limit is currently \$14,000 per year per Beneficiary from all sources. For example, if the Beneficiary contributes \$13,000 to the STABLE account in a calendar year and the Beneficiary's parent contributes \$1,000, the Annual Contribution Limit will have been reached and no additional contributions will be accepted into the STABLE account until the following year. This limit may increase from time to time. You will be notified of any increase.

### **Attempted Contributions Over the Annual Contribution Limit**

The Plan Manager will not knowingly accept attempted contributions that would cause your STABLE account to exceed the Annual Contribution Limit ("Excess Contributions"). If an Excess Contribution is received by the Plan Manager prior to December 28th of a calendar year, it will be placed in a non-interest-bearing account and refunded to the contributor, if possible. If an excess contribution is received by the Plan Manager on or later than December 28th of a calendar year, then the excess contribution will be placed in a non-interest-bearing account until the beginning of the following calendar year, at which point the funds will be applied to your STABLE account. In the event that Excess Contributions are inadvertently accepted by the Plan, the Plan will make a good-faith effort to return the Excess Contributions, plus any earnings on the Excess Contributions, to the contributor in accordance with then-current IRS regulations.

The Plan will hold any funds that cannot be applied to a STABLE account and that cannot be returned to the contributor in a non-interest-bearing account. A contributor can contact the Plan to reclaim funds held in the non-interest-bearing account for this reason. Unclaimed property laws may apply to funds

held in the non-interest-bearing account and not reclaimed for a certain period of time (see "Unclaimed Funds," under "Other Important Legal Information" below).

Excess Contributions inadvertently applied to a STABLE account and not returned to the contributor on or before the due date (including extensions) of the Beneficiary's income tax return for the year in which the Excess Contributions were made will result in the imposition on the Beneficiary of a six-percent excise tax on the amount of Excess Contributions.

### **Lifetime Account Limit**

You may not make additional contributions to your STABLE account if, at the time of a proposed contribution, your STABLE account balance is greater than or equal to the Lifetime Account Limit, currently \$426,000. Accounts that have reached the Lifetime Account Limit may continue to accrue earnings. This limit may increase from time to time. You will be notified of any increase. Once your STABLE account balance falls below the Lifetime Account Limit, contributions may resume, subject to the same limitations. In the guidance issued in connection with the Proposed Tax Regulations, the U.S. Treasury Department and the IRS stated that such a recommencement of contributions is appropriate based on the nature and purposes of the ABLE program.



### **Attempted Contributions Over the Lifetime Account Limit**

The Plan Manager will not knowingly accept attempted contributions that would violate the Lifetime Account Limit ("Excess Aggregate Contributions"). Excess Aggregate Contributions will be placed in a non-interest-bearing account and refunded to the contributor, if possible. In the event that Excess Aggregate Contributions are inadvertently accepted by the Plan, the Plan will make a good-faith effort to return the Excess Aggregate Contributions, plus any earnings on the Excess Aggregate Contributions, to the contributor in accordance with then-current IRS regulations.

The Plan will hold any funds that cannot be applied to a STABLE account and that cannot be returned to the contributor in a non-interest-bearing account. A contributor can contact the Plan to reclaim funds held in the non-interest-bearing account for this reason. Unclaimed property laws may apply to funds held in the non-interest-bearing account and not reclaimed for a certain period of time (see "Unclaimed Funds" under "Other Important Legal Information" below).

### **Unit Value**

Contributions to your STABLE account purchase Units of the Investment Option(s) you select. The Plan will process STABLE account transaction requests (e.g., contributions, withdrawals, and transfers) at the Unit value of the applicable Investment Option determined on the Business Day immediately following the Business Day your STABLE account transaction request is received in Good Order by the Plan Manager. "Business Day" means a day that the New York Stock Exchange is open for regular trading. "Good Order" means we have received your contribution (the money you want to invest) and you have correctly filled out all the necessary information to

enroll in the Plan or to instruct the Plan to take an action on your behalf (such as to make a contribution or a withdrawal) before the close of regular trading (usually 4:00 p.m. Eastern time) on the New York Stock Exchange ("NYSE"). The Plan will process a STABLE account transaction request received in Good Order after the close of regular trading on the NYSE or on a day when the NYSE is not open for trading at the Unit value of the applicable Investment Option determined on the second Business Day after the STABLE account transaction request is received in Good Order by the Plan Manager. The Plan will not process STABLE account transaction requests on holidays or other days when the NYSE is closed for any reason. The Plan also reserves the right to refrain from processing STABLE account transaction requests during any time when trading is restricted by the Securities and Exchange Commission ("SEC") or under any emergency circumstances.

The value of a Unit in each Investment Option is computed by dividing (a) an Investment Option's assets less any liabilities allocated to that Investment Option by (b) the number of outstanding Units of such Investment Option.

## USING YOUR ACCOUNT

### STABLE Card

You will have the option to request a loadable prepaid debit card (the “STABLE Card”) to use with your STABLE account. You can transfer funds from your STABLE account onto your STABLE Card and then use the Card to pay for Qualified Disability Expenses. Use of the STABLE Card is subject to the terms and conditions of the Cardholder Agreement, which you will receive if you choose to request a STABLE Card. Any withdrawal you distribute to your STABLE Card should be spent in the same calendar year that it is distributed to avoid potential tax consequences.

### Transfers Among Investment Options

You may move funds from your current Investment Option(s) to other Investment Options twice per calendar year. You may also move funds from one Investment Option to another upon a change in Beneficiary to an Eligible Individual who is a Sibling of the Beneficiary.

### Withdrawals

Only you, as the Beneficiary, or, if one has been named, your Authorized Legal Representative, may direct withdrawals from your STABLE account. Withdrawals may only be made to you or for your benefit, except for Rollovers and Program-to-Program Transfers out of the Plan and returns of Excess Contributions, Excess Aggregate Contributions, and the return of any contributions made to subsequent ABLE accounts in violation of the One Account Rule. To request a withdrawal, go to [www.stableaccount.com](http://www.stableaccount.com). The Unit value used to calculate the value of a withdrawal from your STABLE account will be the first Unit value computed on the first or second Business Day following the Business Day a completed withdrawal request is received in Good Order by the Plan. See “Unit Value” under “Contributing to Your Account,” above,

for more information. If your STABLE account is invested in more than one Investment Option, you may select the Investment Option from which your funds are to be withdrawn, to the extent permitted by Section 529A. Beneficiaries will have to wait seven business days after a check contribution has been received and accepted by the Plan for the funds to be available for withdrawal. Beneficiaries will have to wait five business days after an ACH contribution for the funds to be available for withdrawal. Beneficiaries will have to wait ten business days to make a withdrawal after an address change. Each withdrawal you make from your STABLE account will fall into one of the following categories:

1. a Qualified Withdrawal;
2. a Qualified Rollover;
3. a Qualified Program-to-Program Transfer;  
or
4. a Non-Qualified Withdrawal.

### Qualified Withdrawals

A Qualified Withdrawal is a withdrawal from your STABLE account that is used to pay for any Qualified Disability Expenses of the Beneficiary. Qualified Disability Expenses are any expenses that (1) are incurred at a time when the Beneficiary is an Eligible Individual, (2) relate to the blindness or disability of the Beneficiary, and (3) are for the benefit of the Beneficiary in maintaining or improving his or her health, independence, or quality of life. Such expenses include, but are not limited to, expenses related to the Beneficiary's education, housing, transportation, employment training and support, assistive technology and personal support services, health, prevention and wellness, financial management and administrative services, legal fees, expenses for oversight and monitoring, funeral and burial expenses, and other expenses that may be identified from time to time by the IRS.

## Non-Qualified Withdrawals

A Non-Qualified Withdrawal is any withdrawal that does not meet the requirements of being: (1) a Qualified Withdrawal; (2) a Rollover; or 3) a Program-to-Program Transfer. The earnings portion of a Non-Qualified Withdrawal is subject to federal income taxation and the Additional 10% Tax except in certain limited circumstances. The federal income tax and the Additional 10% Tax are on earnings. See "Tax Considerations" below for more information. Information regarding the Ohio income taxation of withdrawals from a STABLE account may be found in "Tax Considerations" below. The summary does not address the potential effects on Beneficiaries of the tax laws of any state other than Ohio. You should consult a qualified tax advisor regarding how both state and federal tax laws may apply to your particular circumstances.

## Rollovers

A qualified Rollover ("Rollover") is a transfer of funds by any of the following methods:

- Rollovers into the Plan. A Rollover into the Plan is: a withdrawal of funds from your STABLE account in another qualified ABLE program, followed within 60 days of that withdrawal by a contribution of those funds to your STABLE account (provided that you have not made a similar transfer to your STABLE account or your account in another qualified ABLE program within the previous 12 months) or to the account of a person who is an Eligible Individual and a Sibling of the Beneficiary. To initiate a Rollover from another qualified ABLE program to the Plan you must first open a STABLE account.
- Rollovers out of the Plan. A Rollover out of the Plan is a withdrawal of funds from your STABLE account, followed within 60 days of that withdrawal by a contribution of those funds to an account in another qualified ABLE program for you as

Beneficiary (provided that you have not made a similar transfer to any qualified ABLE program within the previous 12 months) or for a person who is an Eligible Individual and a Sibling of the Beneficiary.

Rollovers may only be made during the lifetime of the Beneficiary.

In the case of a Rollover, the ABLE account from which amounts were rolled, or taken from, must be closed as of the 60th day after the amount was distributed from the ABLE account in order for the account that received the Rollover to be treated as an ABLE account. If the account that receives the transfer is not treated as an ABLE account, the account will not be eligible for the benefits of ABLE accounts. For example, the account will not be disregarded for determining eligibility under federal means-tested programs, such as SSI, and could result in the imposition of federal taxes and penalties.

A transfer of funds that does not meet the conditions stated above for Rollovers will constitute a Non-Qualified Withdrawal subject to federal tax on earnings and the Additional 10% Tax. In addition, a transfer to a person who is not a Sibling of the Beneficiary may subject the Beneficiary to federal gift and generation-skipping transfer ("GST") tax.

The Plan Manager will assume that the entire amount of any contribution that is a Rollover contribution from another qualified ABLE program is earnings in the STABLE account receiving the contribution unless the Plan Manager receives appropriate documentation showing the actual earnings portion of the Rollover contribution.

If you are attempting to contribute to the Plan via a Rollover, the qualified ABLE program from which you are transferring funds may restrict or prohibit such transfer

or impose charges, so you should investigate this change thoroughly before requesting such a transfer.

### **Program-to-Program Transfer**

A qualified Program-to-Program Transfer means the direct transfer of the entire balance of an ABLE account into an ABLE account of the same Beneficiary in which the transferor ABLE account is closed upon completion of the transfer, or the direct transfer of part or all of the balance to an ABLE account of another Eligible Individual who is a Sibling of the Beneficiary, without any intervening distribution or deemed distribution to the Beneficiary. Program-to-Program Transfers may occur into the Plan as contributions or out of the Plan as withdrawals.

Program-to-Program Transfers may only be made during the lifetime of the Beneficiary. A transfer of funds that does not meet the conditions stated above for Program-to-Program Transfers will constitute a Non-Qualified Withdrawal subject to federal income tax on earnings and the Additional 10% Tax. In addition, a transfer to a person who is not a Sibling of the Beneficiary may subject the Beneficiary to federal gift and GST tax.

The Plan Manager will assume that the entire amount of any contribution that is a Program-to-Program Transfer contribution from another qualified ABLE program is earnings in the STABLE account receiving the contribution unless the Plan Manager receives appropriate documentation showing the actual earnings portion of the Program-to-Program Transfer contribution. If you are attempting to contribute to the Plan via a Program-to-Program Transfer, the qualified ABLE program from which you are transferring funds may restrict or prohibit such transfer or impose charges, so you should investigate this change thoroughly before requesting such a transfer.

### **Sibling of the Beneficiary**

A Sibling of the Beneficiary is any sibling of the Beneficiary, whether by blood or adoption. A Sibling of the Beneficiary includes a brother, sister, stepbrother, stepsister, half-brother, and half-sister.

### **Zero-Balance Accounts**

If a STABLE account has a zero balance for 90 days or more it may be closed. To reinstate a zero-balance account the Beneficiary or an Authorized Legal Representative must complete a reinstatement online, and may need to complete a new enrollment Application.

## SOCIAL SECURITY AND MEDICAID CONSIDERATIONS

The Social Security Administration (“SSA”) has issued guidance on how it will treat ABLE accounts for purposes of determining eligibility under SSI. This guidance is derived from publicly available sources and is only provided for informational purposes. It is not intended to be exhaustive, and is subject to change at any time.

### Exclusions from Income

SSA will exclude:

- Contributions to a STABLE account from the income of the Beneficiary. This includes Rollovers from a Sibling of the Beneficiary’s ABLE account to an SSI recipient’s ABLE account. Note, however, that SSA will not deduct contributions from the countable income of the person who makes the contribution. The fact that a person uses his or her income to contribute to a STABLE account does not mean that income is not countable for SSI purposes. For example, a Beneficiary can have contributions automatically deducted from his or her paycheck and deposited into his or her own STABLE account. In this case, the income used to make the STABLE account contribution would still be included in the Beneficiary’s gross wages.
- Any earnings a STABLE account receives from the income of the Beneficiary.
- Distributions from a STABLE account from the income of the Beneficiary.

### Exclusions from Countable Resources

SSA will exclude from the Beneficiary’s countable resources a distribution for all Qualified Disability Expenses, except for housing. This exclusion applies for as long as:

- the Beneficiary maintains, makes contributions to, or receives distributions from the STABLE account;
- the distribution is unspent; and
- the distribution is identifiable.

The exclusion applies even if the Beneficiary retains the distribution beyond the month in which he or she received the distribution. Example: Eric takes a distribution of \$500 from his STABLE account in June 2016 to pay for a health-related Qualified Disability Expense. His health-related expense is not due until September, so Eric deposits the distribution into his checking account in June. Eric maintains his STABLE account at all relevant times, and the distribution is both unspent and identifiable until Eric pays his health-related expense in September. The distribution is not income in June and SSA will exclude the \$500 from Eric’s countable resources in July, August, and September.

Note: SSA will apply normal SSI resource counting rules and exclusions to assets or other items purchased with funds from a STABLE account.

Example: Fred takes a distribution of \$1,500 from his STABLE account in September 2016 to buy a wheelchair, which is a Qualified Disability Expense. The wheelchair is an excluded resource in October and beyond, because it is an individual’s personal property required for a medical condition.

### **Expenses Included as Countable Resources**

SSA will count the following types of distributions as countable resources, but only if the beneficiary retains the distribution beyond the calendar month in which he or she received the distribution:

- Distributions for expenses that are not Qualified Disability Expenses; and
- Distributions for housing-related Qualified Disability Expenses.

Note: Remember, however, that if such expenses are spent within the same calendar month they are received, then they will have no effect on eligibility.

Example A: Amy takes a distribution of \$500 from her STABLE account in May to pay her June rent. She deposits the \$500 into her checking account in May, and withdraws \$500 in cash on June 3rd and pays her landlord. This distribution is a housing-related Qualified Disability Expense and part of her checking account balance as of the first of June, which makes it a countable resource by SSA for the month of June.

Example B: Jim takes a distribution of \$800 from his STABLE account in August to pay his August rent. He deposits the \$800 into his checking account on August 3rd, and then withdraws \$800 in cash on August 5th and pays his landlord. Although this distribution is a housing-related Qualified Disability Expense, it is not included as a countable resource for Jim because he received the distribution in August and also spent it in August.

### **STABLE Account Balances over \$100,000 Not Excluded**

SSA will count the amount by which a STABLE account balance exceeds \$100,000 as a countable resource of the Beneficiary.

Example: Jennifer has \$101,000 in her STABLE account. SSA includes \$1,000 as a countable resource of Jennifer's.

### **Suspension of SSI where Balance of STABLE Account Exceeds \$100,000 by Certain Amount**

A special rule applies when the balance of an SSI recipient's STABLE account exceeds \$100,000 by an amount that causes the recipient to exceed the SSI resource limit – whether alone or in combination with other resources. When this happens, the recipient is put into a special SSI suspension period where:

- SSA suspends the recipient's SSI benefits without time limit (as long as he or she remains otherwise eligible);
- the recipient retains continued eligibility for Medical Assistance (Medicaid); and
- the individual's eligibility for SSI does not terminate after 12 continuous months of suspension.

SSA will reinstate the recipient's regular SSI eligibility for any month in which the individual's STABLE account balance no longer causes the recipient to exceed the resource limit and he or she is otherwise eligible. As of the date of this Plan Disclosure Statement, SSA is working on additional procedures related to this special suspension status.

Example: Paul is the designated Beneficiary of a STABLE account with a balance as of the first of the month of \$101,000. Paul's only other countable resource is a checking account with a balance of \$1,500. Paul's countable resources are \$2,500 and therefore exceed the SSI resource limit. However, since Paul's STABLE account balance is causing him to exceed the resource limit (i.e., his countable resources other than the STABLE account are less than \$2,000), Paul's SSI eligibility is suspended and his cash benefits stop, but he retains eligibility for Medicaid.

**Medicaid**

Under Section 529A, following the death of the Beneficiary, any state may file a claim against the Beneficiary or the STABLE account itself for the amount of the total medical assistance paid for the Beneficiary under the state's Medicaid plan after the establishment of the account (or any ABLE account from which amounts were rolled or transferred to the STABLE account). The amount paid in satisfaction of such a claim is not a taxable distribution from the STABLE account. Further, the amount is to be paid only after the payment of all outstanding payments due for the Qualified Disability Expenses of the Beneficiary and is to be reduced by the amount of all premiums paid by or on behalf of the Beneficiary to a Medicaid Buy-In program under that state's Medicaid plan. Procedures for filing claims may vary from state to state. Authorized Legal Representatives and executors and administrators should consider seeking legal counsel on the applicability of, and any available exceptions to, Medicaid recapture under applicable state law and regulation. The Centers for Medicare & Medicaid Services have not yet provided detailed guidance on how STABLE account funds will be treated for purposes of determining Medicaid eligibility. Please consult with your state's Medicaid office for questions.

## INVESTMENT OPTIONS

### Overview

The Plan offers five different Options for you to invest in. Each Option caters to a distinct set of investment objectives.

The BankSafe Option is invested in an FDIC-insured account held by Fifth Third Bank. Each of the other Investment Options is invested in one or more Mutual Funds. Summaries of the underlying Mutual Funds and the risks associated with investments in the Mutual Funds appear in Appendix I to this Plan Disclosure Statement. Please note that an investment in an Investment Option in the Plan is not an investment in these underlying Mutual Funds.

You may allocate your contributions to one of the Investment Options, or you may choose to allocate your contributions to more than one Investment Option. Although Beneficiaries may choose among these Investment Options, under federal law, Beneficiaries may not direct the investment of any Investment Option. Please be aware that you can transfer your money on a tax-free basis from your current Investment Option(s) to other Investment Options twice per calendar year. Amounts may also be transferred on a tax-free basis upon a change of beneficiary to a Sibling of the Beneficiary who is an Eligible Individual. See "Getting Started" and "Using Your Account," above, for information about changing Investment Option elections.

Choosing your STABLE account investments takes planning. You need to consider your savings goals, understand your investment objectives, and select Investment Options suitable to your investment needs. This section helps you to understand the types of Investment Options offered under the Plan, and the risks involved in investing in such Investment Options. Beneficiaries should periodically assess, and if appropriate,

adjust their investment choices with their time horizon, risk tolerance, and investment objectives in mind.

### BankSafe Option

The BankSafe Option offers FDIC insurance protection for amounts invested in the Option, up to FDIC-permitted limits. The BankSafe Option allocates 100% of its assets to Fifth Third Bank's BankSafe Product (the "BankSafe Product").

Contributions to and earnings on the BankSafe Option are insured by the FDIC on a pass-through basis to each Beneficiary in the same manner as other deposits held by the Beneficiary at Fifth Third in the same ownership right and capacity. (For this purpose, accounts established by a custodian for a minor under UTMA or UGMA are aggregated for insurance purposes with all other accounts with Fifth Third held by the minor.) FDIC insurance generally protects up to \$250,000 of your funds, which includes any amounts you have in the BankSafe Option, taken together with other deposits you hold in the same ownership right and capacity at Fifth Third.

For more information on FDIC insurance, visit [www.fdic.gov](http://www.fdic.gov). (See also "Investment Risks" below.)

### Interest Rates

Interest on the BankSafe Product will be accrued daily and compounded monthly. Fifth Third will use the daily balance method to calculate interest on its BankSafe Product. This method applies a daily periodic rate to the balance in the BankSafe Product each day. Interest rates may change daily. The BankSafe Option will have a daily net asset value that includes interest accruals and is net of applicable State Administrative Fees.



**Notice Regarding Withdrawals**

All withdrawals will be processed by the Plan Manager; Beneficiaries will not be able to withdraw BankSafe Option funds directly from Fifth Third locations.

**Investment Risks**

With respect to any amount allocated to the BankSafe Option that is not insured by the FDIC, in the event Fifth Third goes into receivership or a similar form of financial trouble, Fifth Third will be the party responsible for the repayment of the principal amount of such contributions and earnings thereon. In the event Fifth Third exercises its right to close the BankSafe Product, you may be required to transfer amounts invested in the BankSafe Option to another Investment Option that may not be eligible for FDIC deposit insurance. Accordingly, there is no assurance that any FDIC deposit insurance applicable to your investments in the BankSafe Option will remain in effect for the duration of your participation in the Plan.

If the Treasurer's contract with Fifth Third is terminated prior to the end of its term (or if having been extended, is terminated at any time thereafter), there is no assurance that the BankSafe Option will be exchanged into a similar FDIC-insured Investment Option. If such termination occurs, or the agreement is not extended beyond the current term, the Treasurer could move all funds held in the BankSafe Option to another Investment Option selected by the Treasurer. There can be no assurance that funds in the new Investment Option will be insured by the FDIC. Beneficiaries would be permitted to withdraw BankSafe Option funds, but unless such withdrawals were used to pay for qualified disability expenses, the earnings on the funds would be subject to taxation (see "Tax Considerations" below). Beneficiaries could also exchange BankSafe Option funds to another Investment Option, subject to

the twice-per-year limitation on reallocating monies among Investment Options (see "Transfers Among Investment Options" under "Using Your Account," above).

The money you invest in the BankSafe Option, taken together with other deposits you have at Fifth Third, is insured up to FDIC limits and will not be subject to investment risk or loss to principal except as set forth herein. Upon withdrawal from the BankSafe Option, the amounts you invest in the BankSafe Option will always be greater than the amount of the total contributions you made to that Option, and Fifth Third will be obligated to pay that amount in full if so directed by the Beneficiary or an Authorized Legal Representative. If Fifth Third is unable to pay all or part of any such amounts, then the FDIC may be obligated to pay the balance of that amount up to the limit previously described.

There is a risk that Fifth Third's BankSafe Product interest rate, in the future, could go down; thereby making investment in the BankSafe Option less attractive due to lower returns. There is no minimum guaranteed interest rate (floor) for the BankSafe Product. There is no market risk, credit risk, or income risk with the BankSafe Option except as otherwise provided herein.

### **The Income Option**

The Income Option seeks to provide current income and some capital appreciation. 100% of the assets of this Investment Option are allocated to the Vanguard LifeStrategy Income Fund. The Vanguard LifeStrategy Income Fund allocates approximately 80% of its assets to bonds and 20% to common stocks. See Appendix I for a more detailed summary of the Fund.

### **The Conservative Growth Option**

The Conservative Growth Option seeks to provide current income and low to moderate capital appreciation. 100% of the assets of this Investment Option are allocated to the Vanguard LifeStrategy Conservative Growth Fund. The Vanguard LifeStrategy Conservative Growth Fund allocates approximately 60% of its assets to bonds and 40% to common stocks. See Appendix I for a more detailed summary of the Fund.

### **The Moderate Growth Option**

The Moderate Growth Option seeks to provide capital appreciation and a low to moderate level of current income. 100% of the assets of this Investment Option are allocated to the Vanguard LifeStrategy Moderate Growth Fund. The Vanguard LifeStrategy Moderate Growth Fund allocates approximately 60% of its assets to common stocks and 40% to bonds. See Appendix I for a more detailed summary of the Fund.

### **The Growth Option**

The Growth Option seeks to provide capital appreciation and some current income. 100% of the assets of this Investment Option are allocated to the Vanguard LifeStrategy Growth Fund. The Vanguard LifeStrategy Growth Fund allocates approximately 80% of its assets to common stocks and 20% to bonds. See Appendix I for a more detailed summary of the Fund.

### **Other Considerations**

The Treasurer may add or remove Investment Options or change the investment allocations of, or the investments held by, any Investment Option at any time. The Plan will have a commercially reasonable period to implement any such changes.

These investment approaches are not recommendations and do not take into consideration your personal goals or preferences. After evaluating information you consider important in making an investment choice, the ultimate investment decision is up to you. You may wish to consult with your tax or financial advisor for advice regarding your individual situation.

## PERFORMANCE

Performance information for the Investment Options is not shown at this time because the Investment Options are new as of the date of this Plan Disclosure Statement. Current performance information will be available on the Plan's website at [www.stableaccount.com](http://www.stableaccount.com) after the Investment Options have twelve months of performance information. When posted, performance information will be net of Annual Asset-Based Fees but will not reflect the impact of any potential federal or state taxes. The performance of the underlying Mutual Funds in an Investment Option may be obtained by visiting the applicable Fund's website: <https://investor.vanguard.com/home/>.

### **Past Performance No Guarantee of Future Results**

Past performance information for Investment Options (when available) and the underlying Mutual Funds are not indicative of the future performance of any particular Investment Option. Investment Option performance information represents past performance and is no guarantee of future results.

### **Investment Results of Your Investment Option Will Vary**

The investment results of any Investment Option for any period cannot be expected to be similar to its investment performance for any prior period. In addition, in view of the anticipated periodic determinations of such investment allocations and selection of the underlying Mutual Funds for each Investment Option, the future investment results of any Investment Option cannot be expected, for any period, to be similar to the past performance of any other Investment Options or underlying Mutual Funds. Total returns and the principal value of investments in your STABLE account will fluctuate based on the investment performance of the underlying Mutual Funds in which the Investment Options have been invested, so your investment may be worth more or less than its original value when you withdraw your money. Performance may be substantially affected over time by changes in the allocations and in the underlying Mutual Funds.

## COST OF YOUR ACCOUNT

### Fees and Expenses

Except for the fees listed in this Section, there are currently no other fees, charges, or penalties imposed by or payable to the Plan in connection with opening or maintaining your STABLE account. The Treasurer reserves the right to change the current fees, or to impose new or additional fees, expenses, charges, or penalties at any time in the future. If you elect to use a STABLE Card you may be charged separate fees in connection with its use. Please see your STABLE Card terms and conditions for more information.

### Paper Application Fee

There is no application fee for online enrollments. You will be assessed an application fee of \$50.00 if you choose to enroll using a paper application.

### Account Maintenance Fee

The Account Maintenance Fee is \$2.50 per month per STABLE account for Ohio residents and \$5.00 per month per STABLE account for residents of all states other than Ohio. The Account Maintenance Fee is designed to help offset the costs of services rendered by the Plan Manager to the Plan.

### Annual Asset-Based Fees

There are annual asset-based fees charged by the Plan and by the Mutual Funds underlying each Investment Option. While these fees are not charged directly to your STABLE account, you do bear the cost indirectly as they are subtracted from the Investment Option's assets, which reduces the daily Unit value of each Investment Option. The annual asset-based fees for Ohio residents and for residents of other states are set forth in the tables below.

#### ANNUAL ASSET-BASED FEES FOR OHIO RESIDENTS

Investment Option	Estimated Underlying Mutual Fund Expenses**	State Administrative Fee	Total Annual Asset-Based Fees
BankSafe	N/A	0.19%*	0.19%*
Income	0.12%	0.19%	0.31%
Conservative Growth	0.13%	0.19%	0.32%
Moderate Growth	0.14%	0.19%	0.33%
Growth	0.15%	0.19%	0.34%

\*The total Annual Asset-Based Fee assessed on the BankSafe Option will vary depending on the interest rate for the underlying Fifth Third BankSafe Product. A Beneficiary's account will be credited with a minimum of 0.10% in earnings, provided Fifth Third's BankSafe Product is currently yielding at least a 0.10% interest rate. Interest in excess of 0.10% will be paid to the Plan as the State Administrative Fee, up to 0.29%. Interest in excess of 0.29% will be credited to the Beneficiary as earnings. For example, an interest rate of 0.40% on the BankSafe Option would be credited as follows: the first 0.10% to the Beneficiary as earnings, the next 0.19% to the Plan, and the next 0.11% to the Beneficiary as earnings.

\*\*For the Income Option, the Conservative Growth Option, the Moderate Growth Option, and the Growth Option, the figures in this column are derived from publicly available information for the underlying Funds as of February 25, 2016. Each Investment Option indirectly bears the underlying Funds' expenses because when fees are deducted from an underlying Fund's assets, the value of the underlying Fund's shares is reduced. Actual underlying investment expenses may vary. You should refer to the Investment Cost Example for the total assumed investment cost over 1-, 3-, 5-, and 10-year periods.

## ANNUAL ASSET-BASED FEES FOR RESIDENTS OF STATES OTHER THAN OHIO

Investment Option	Estimated Underlying Mutual Fund Expenses <sup>++</sup>	State Administrative Fee	Total Annual Asset-Based Fees
BankSafe	N/A	0.45% <sup>+</sup>	0.45% <sup>+</sup>
Income	0.12%	0.45%	0.57%
Conservative Growth	0.13%	0.45%	0.58%
Moderate Growth	0.14%	0.45%	0.59%
Growth	0.15%	0.45%	0.60%

<sup>+</sup>The total Annual Asset-Based Fee assessed on the BankSafe Option will vary depending on the interest rate for the underlying Fifth Third BankSafe Product. A Beneficiary's account will be credited with a minimum of 0.10% in earnings, provided Fifth Third's BankSafe Product is currently yielding at least a 0.10% interest rate. Interest in excess of 0.10% will be paid to the Plan as the State Administrative Fee, up to 0.55%. Interest in excess of 0.55% will be credited to the Beneficiary as earnings. For example, an interest rate of 0.40% would be credited as follows: the first 0.10% to the Beneficiary as earnings, the next 0.30% to the Plan.

<sup>++</sup>For the Income Option, the Conservative Growth Option, the Moderate Growth Option, and the Growth Option, the figures in this column are derived from publicly available information for the underlying Funds as of February 25, 2016. Each Investment Option indirectly bears the underlying Funds' expenses because when fees are deducted from an underlying Fund's assets, the value of the underlying Fund's shares is reduced. Actual underlying investment expenses may vary. You should refer to the Investment Cost Example for the total assumed investment cost over 1-, 3-, 5-, and 10-year periods.

### Rollover and Program-to-Program Transfers

The Plan will charge a \$50 fee for Rollovers and Program-to-Program Transfers out of the Plan.

### E-Delivery Fee Waiver

The Plan Manager will charge \$10 as an annual print/mail fee. This fee will be waived for Beneficiaries who sign up for electronic delivery of all Plan documents. The print/mail fee will be withdrawn from STABLE accounts immediately upon establishment of the STABLE account. The fee will be assessed on a pro-rata basis based on the month the STABLE account is established. For example, if the STABLE account was established in July, the annual print/mail fee would be \$5. Beneficiaries will be charged annually thereafter in January. You can opt out of this print/mail fee by signing up for electronic delivery of all Plan documents. If a Beneficiary switches from paper to electronic delivery after the STABLE account

is established and maintains that election, no annual print/mail fee will be charged in the following year. Signing up for electronic delivery is as easy as going to the Plan website at [www.stableaccount.com](http://www.stableaccount.com), logging into your STABLE account, and selecting electronic delivery. In addition to being a green alternative, e-delivery documents are in PDF format and may generally be word searched for convenient reference.

### Fees for Additional Services

The Plan Manager may debit your STABLE account for costs incurred in connection with failed contributions (e.g., returned checks, rejected automatic contribution plan payments, and rejected electronic funds transfers), returned Excess Contributions or Excess Aggregate Contributions, or for additional services you request (e.g., overnight delivery, outgoing wires, re-issue of disbursement checks, requests for historical statements, and Rollovers).

## INVESTMENT COST EXAMPLE

The example in the following tables is intended to help you compare the cost of investing in the different Investment Options over various periods of time. This example assumes that:

- You invest \$10,000 in your STABLE account for the time periods shown below.
- Your investment has a 5% compounded return each year. Your actual return may be higher or lower.
- You withdraw the assets from your STABLE account at the end of the specified periods for Qualified Disability Expenses.
- Total annual asset-based fees remain the same as shown in the Fee Table above.
- For residents of Ohio, a \$30 annual Account Maintenance Fee is included in the Cost based upon the \$2.50 monthly Account Maintenance Fee that will be withdrawn from your STABLE account on the last day of each month.
- For residents of states other than Ohio, a \$60 annual Account Maintenance Fee is included in the Cost based upon the \$5.00 monthly Account Maintenance Fee that will be withdrawn from your STABLE account on the last day of each month.
- The example does not consider the impact of any Application fee, Rollover fee, Program-to-Program Transfer fee, print/mail fee, or fees for additional services.
- The example does not consider the impact of any potential state or federal taxes on the withdrawal or on any applicable STABLE account fees or charges.

Your actual costs may be higher or lower. Based on the above assumptions your costs can be found in the charts to the right.

<b>FOR OHIO RESIDENTS</b>				
<b>Investment Option</b>	<b>Approximate Cost of \$10,000 Investment</b>			
	<b>1 year</b>	<b>3 years</b>	<b>5 years</b>	<b>10 years</b>
BankSafe Option	\$49	\$150	\$255	\$538
Income Option	\$62	\$190	\$324	\$689
Conservative Growth Option	\$63	\$193	\$329	\$700
Moderate Growth Option	\$64	\$196	\$334	\$714
Growth Option	\$65	\$199	\$340	\$725

<b>FOR RESIDENTS OF STATES OTHER THAN OHIO</b>				
<b>Investment Option</b>	<b>Approximate Cost of \$10,000 Investment</b>			
	<b>1 year</b>	<b>3 years</b>	<b>5 years</b>	<b>10 years</b>
BankSafe Option	\$106	\$324	\$550	\$1,153
Income Option	\$118	\$361	\$614	\$1,294
Conservative Growth Option	\$119	\$364	\$619	\$1,304
Moderate Growth Option	\$120	\$367	\$624	\$1,318
Growth Option	\$121	\$370	\$629	\$1,329

## RISKS OF INVESTING IN THE PLAN

Prospective Beneficiaries should carefully consider, along with other matters referred to in this Plan Disclosure Statement, the following risks of investing in the Plan.

### **No Insurance or Guarantee**

Neither investments in the Plan nor earnings, if any, from investments in the Plan are insured or guaranteed by Ohio, any state agency or instrumentality, the Plan, the Treasurer, the Advisory Board, the FDIC (except in the case of the BankSafe Option), any federal government agency, the Plan Manager, the Investment Advisor, the Investment Manager, the Custodian, or their respective affiliates.

### **You Could Lose Money**

The value of your STABLE account may decrease. You could lose money, including the principal you invest. The BankSafe Option offers FDIC insurance up to \$250,000 subject to certain restrictions. See "Investment Risks" below.

### **Potential Impact on Supplemental Security Income**

Balances over \$100,000 and certain distributions could affect the Beneficiary's eligibility for SSI. See "Social Security and Medicaid Considerations" above for more information.

### **Potential Impact on Medicaid Eligibility**

The Centers for Medicare & Medicaid Services have not yet provided detailed guidance on how STABLE account funds will be treated for purposes of determining Medicaid eligibility. Please consult with your state's Medicaid office for questions.

### **Potential Impact on State Benefits**

Balances in a STABLE account, along with distributions from a STABLE account, could affect the Beneficiary's eligibility for state benefits programs. Please consult your state benefits agency or advisor for more information.

### **Changes in Your Eligibility Status**

Expenses incurred at a time when you are not an Eligible Individual will not be considered Qualified Disability Expenses. The earnings portion of Non-Qualified Withdrawals will be includable as ordinary income and subject to the Additional 10% Tax penalty when you file your tax returns. An example of a Non-Qualified Withdrawal would be a withdrawal used for anything that is not a Qualified Disability Expense.

### **Investment Risks**

With any Investment Option, there is a possibility that the investment returns over the applicable investment period will be less than the rate of increase in the costs of disability expenses during that period. In addition, with all of the Investment Options, except the BankSafe Option, there is the risk that the Investment Advisor's judgments about initial and ongoing asset allocation decisions among the Mutual Funds underlying the Investment Options may be incorrect, and there is no guarantee that the Investment Advisor's asset allocations will produce the desired results. It is possible to lose money on Investment Options. However, the BankSafe Option is principal-protected (up to FDIC limits). Summaries of risks of the underlying Mutual Funds for the other Investment Options are set forth in Appendix I.



### **Changes in Law**

The Plan is established pursuant to the Ohio ABLE Statute, applicable state law, and Section 529A. Changes to the Ohio ABLE Statute or state and federal laws may affect the continued operation of the Plan as contemplated in this Plan Disclosure Statement. Congress could also amend Section 529A or other federal laws in a manner that would materially change or eliminate the federal tax treatment described in this Plan Disclosure Statement. Your state of residence could also make changes that could materially affect the state tax treatment of the Plan. The State of Ohio could make changes to the Ohio ABLE Statute that could terminate or otherwise adversely affect the Plan. Changes in the law governing the tax consequences described in this Plan Disclosure Statement might necessitate material changes to the Plan or termination of the Plan. Certain proposed federal tax regulations that have been issued under Section 529A provide guidance, but only for the establishment and operation of certain aspects of the Plan. Final regulations or other administrative guidance or court decisions might be issued that could adversely impact the federal tax consequences of contributions to, investments in, or withdrawals from, STABLE accounts.

### **Modify or Terminate Investment Options**

The Treasurer may at any time modify the Plan to provide for additional or different Investment Options, or make other changes to the Plan, including the termination of the Investment Options or the Plan. The Treasurer may terminate the Plan by giving written notice to the Beneficiary, but the assets in the STABLE account may not thereby be diverted by the Treasurer from the exclusive benefit of the Beneficiary except as required by law.

### **No Recontribution of Withdrawals**

Withdrawals cannot be refunded back into your STABLE account, even if you placed the withdrawal by mistake. If you attempt to recontribute money that you previously withdrew, the recontribution will be treated as a new and separate contribution. The withdrawal will also be treated as a Non-Qualified Withdrawal, which would subject you to tax consequences and which may have adverse effects on your eligibility for means-tested benefits. Example: On January 1, you contribute \$100 to your STABLE account. On January 5, you withdraw the \$100. On January 10, you realize that you withdrew the \$100 by mistake. You cannot simply refund or undo the withdrawal. If you attempt to put the \$100 back into your STABLE account, it will be treated as a second contribution of \$100, and your contribution total for the year will be \$200. The \$100 withdrawal will also be treated as a Non-Qualified Withdrawal.

### **Risks Related to Illiquidity**

Investment in the Plan involves the risk of limited liquidity because the circumstances under which funds may be withdrawn from your STABLE account without incurring adverse tax consequences are limited to withdrawals for Qualified Disability Expenses. Additionally, in certain circumstances, your ability to withdraw funds may be restricted for up to ten business days. See "Withdrawals" under "Tax Considerations," below, for further information about these restrictions.

### **Limitations on Reallocating Monies among Investment Options**

You may transfer funds from your current Investment Option(s) to other Investment Options twice per calendar year. You may also transfer funds upon a change in the Beneficiary to an Eligible Individual who is a Sibling of the Beneficiary.

### **Change of the Plan Manager, Terms and Conditions of the Plan, Investment Options, STABLE Card, and Mutual Funds**

The Treasurer may change the Plan Manager in the future or add plan managers and/or investment managers. If this happens (or even if it does not), there is no assurance that you would not experience a material change to certain terms and conditions of your Participation Agreement, including the fees charged under the Plan. If Intuition ceases to be the Plan Manager, you may have to open a new STABLE account in the Plan with the successor plan manager in order to make future contributions. If the STABLE Card terms and conditions or providers change, you may have to be issued a new STABLE Card, and capabilities/functions associated with the STABLE Card may change. If Marquette Associates ceases to be the Investment Advisor and Vanguard ceases to be the Investment Manager, the Investment Options and the Mutual Funds may change. After such changes, the Investment Options offered by the Plan may not correspond with those described in this Plan Disclosure Statement.

### **Medicaid Recapture**

Under Section 529A, following the death of the Beneficiary, any state may file a claim against the Beneficiary or the STABLE account itself for the amount of the total medical assistance paid for the Beneficiary under the state's Medicaid plan after the establishment of the STABLE account (or any ABLE account from which amounts were rolled or transferred to the current STABLE account). The amount paid in satisfaction of such a claim is not a taxable distribution from the STABLE account. Further, the amount is to be paid only after the payment of all outstanding payments due for the Qualified Disability Expenses of the Beneficiary and is to be reduced by the amount of all premiums paid by or on behalf of the Beneficiary to a

Medicaid Buy-In program under that state's Medicaid plan. Procedures for filing claims may vary from state to state. Authorized Legal Representatives and executors and administrators should consider seeking legal counsel on the applicability of, and any available exceptions to, Medicaid recapture under applicable state law and regulation.

### **Suitability; Investment Alternatives**

The Treasurer, the Plan Manager, the Investment Advisor, the Investment Manager, and the Custodian make no representations regarding the appropriateness of the Investment Options as an investment for any particular individual investor. Other types of investments may be more appropriate depending upon an individual's residence, financial status, tax situation, risk tolerance, or age. The investments, fees, expenses, eligibility requirements, tax and other consequences, and features of these alternatives may differ from those of the Plan. Other types of investments, standing alone or used in combination with the Plan, may be a better alternative for certain Beneficiaries. Before investing in the Plan, you may wish to consult a tax advisor, investment advisor, or special needs planner.

### **Investment in the Plan is not a Direct Investment in Mutual Funds or Registered Securities**

Although contributions to your STABLE account will be invested in Investment Options that invest in Mutual Funds, none of the Plan's Investment Options is a mutual fund. Units in the Investment Options are not registered with the SEC or any state, nor are the Plan or any of the Plan's Investment Options registered as investment companies with the SEC or any state.

## TAX CONSIDERATIONS

Any information contained in this Plan Disclosure Statement is not intended or written to be used, and cannot be used, by a person as tax advice for the purpose of avoiding any penalties that may be imposed under the IRC. In addition, the information contained in this Plan Disclosure Statement was written to support the promotion or marketing of the transaction(s) or matter(s) addressed in this Plan Disclosure Statement.

The following discussion summarizes certain aspects of federal and state income, gift, estate, and GST tax consequences relating to the Plan and contributions to, earnings of, and withdrawals from STABLE accounts. The summary is not exhaustive and is not intended as individual tax advice. In addition, there can be no assurance that the IRS will accept the statements made herein or, if challenged, that such statements would be sustained in court. The applicable tax rules are complex, and certain of the rules are at present uncertain, and their application to any particular person may vary according to facts and circumstances specific to that person. The IRC and regulations thereunder, and judicial and administrative interpretations thereof, are subject to change, retroactively and/or prospectively.

This summary is based on the relevant provisions of the IRC, the Proposed Tax Regulations, and Ohio tax law and regulations. It is possible that Congress, the U.S. Treasury Department, the IRS, the State of Ohio, and other taxing authorities or the courts may take actions that will adversely affect the tax law consequences described and that such adverse effects may be retroactive. No final tax regulations or rulings concerning the Plan have been issued by the IRS and, when issued, such regulations or rulings may alter the tax consequences summarized herein or necessitate changes in the Plan to achieve the tax benefits described. The summary does not address the potential effects on Beneficiaries of the tax laws of any state other than Ohio. You should consult a qualified tax advisor about how the laws apply to your circumstances. Federal and state laws or regulations are subject to change and could affect the tax treatment of your STABLE account.

### **Qualified ABLE Program**

The Plan is designed to be a qualified ABLE program under Section 529A.

### **Eligible Individual**

In order to open a STABLE account and to receive the tax benefits afforded a Beneficiary of a STABLE account, you must be an Eligible Individual. See "Eligibility to Open a STABLE Account" under "Getting Started" above for more information.

### **One Account Rule**

The Proposed Tax Regulations provide that except with respect to Rollovers and Program-to-Program Transfers, no Beneficiary may have more than one ABLE account in existence at the same time. If more than one ABLE account is opened by a Beneficiary, the subsequent accounts will not be treated as ABLE accounts under Section 529A and will not be eligible for the benefits applicable to ABLE accounts. For example, monies contributed to a second or subsequent ABLE account will not be disregarded for determining eligibility under federal means-tested programs, such as SSI, and could result in the imposition of federal taxes and penalties.

The Proposed Tax Regulations also provide, however, that a return, in accordance with the rules that apply to returns of Excess Contributions and Excess Aggregate Contributions of the entire balance of a second or other subsequent account received by the contributor(s) on or before the due date (including extensions) for filing the Beneficiary's income tax return for the year in which the account was opened and contributions to the second or subsequent account were made will not be treated as a gift or distribution to the Beneficiary for purposes of Section 529A. If the Excess Contributions or Aggregate Excess Contributions are returned within the time periods specified above, any net income distributed is includable in the gross income of the contributor(s) in the taxable year in which the Excess Contribution or Excess Aggregate Contribution was made.

### **Federal Tax Information**

Contributions to the Plan are not deductible for federal income tax purposes. There are two primary federal income tax advantages to investing in the Plan:

1. Investment earnings on the money you invest in the Plan grow tax-deferred. This means that your earnings are not subject

to federal income tax while they remain in your STABLE account.

2. So long as the investment earnings are distributed as part of a Qualified Withdrawal, they are free from federal income tax.

### **Withdrawals**

The tax treatment of a withdrawal from a STABLE account will vary depending on whether the withdrawal is a Qualified Withdrawal, Rollover, Program-to-Program Transfer, or a Non-Qualified Withdrawal.

### **Qualified Withdrawals**

If a Qualified Withdrawal is made from a STABLE account, no portion of the distribution is includable in the gross income of the Beneficiary for purposes of federal and Ohio state income taxes. A Qualified Withdrawal is a withdrawal that is solely used to pay the Qualified Disability Expenses of the Beneficiary.

### **Non-Qualified Withdrawals**

The portion of a Non-Qualified Withdrawal attributable to investment earnings on the STABLE account will be ordinary income to the Beneficiary for purposes of federal and Ohio state income taxes for the year in which the withdrawal is made. No part of the earnings portion will be treated as capital gain. Under current law, the federal tax rates on ordinary income are generally greater than the tax rates on capital gain. The contribution portion of a withdrawal is not includable in federal gross income.

Additionally, to the extent that a distribution is a Non-Qualified Withdrawal, the federal income tax liability of the recipient will be increased by an amount equal to 10% of any earnings portion of the withdrawal, subject to certain exceptions set forth below.

## Exceptions to Penalty Tax

The Additional 10% Tax does not apply to Non-Qualified Withdrawals that are:

- Paid to the estate of a Beneficiary on or after the Beneficiary's death;
- Paid to an heir or legatee of the Beneficiary on or after the Beneficiary's death;
- Paid as any part of a claim filed against the Beneficiary or the STABLE account by a state under a state Medicaid plan;
- Returns of Excess Contributions;
- Returns of Excess Aggregate Contributions; or
- Returns of contributions to additional purported ABLE accounts made by the due date (including extensions) of the Beneficiary's tax return for the year in which the relevant contributions were made.

You should consult your own tax advisor regarding the application of any of the above exceptions.

## Rollovers and Program-to-Program Transfers

No portion of a Rollover or a Program-to-Program Transfer is includable in the gross income of the Beneficiary for purposes of federal and Ohio state income taxes, or subject to the Additional 10% Tax.

## Change of Beneficiary

A change in the Beneficiary of a STABLE account is not treated as a distribution and is not subject to federal gift or GST taxes if the new Beneficiary is an Eligible Individual and a Sibling of the current Beneficiary. However, if the new Beneficiary is not a Sibling of the current Beneficiary, the change is treated as a Non-Qualified Withdrawal by the current Beneficiary and may have federal gift tax or GST tax consequences.

## Earnings

If there are earnings in a STABLE account, each distribution from the STABLE account consists of two parts. One part is a return of the contributions to the STABLE account. The other part is a distribution of earnings in the STABLE account. For any year in which there is a withdrawal from a STABLE account, the Plan Manager will provide an IRS Form 1099-QA. This form will set forth the total amount of the withdrawal and identify the earnings portion and the contribution portion of any withdrawal.

## Gift Tax and GST Tax

For federal gift and GST tax purposes, contributions to a STABLE account by the Beneficiary are not considered to be completed gifts because an individual cannot make a transfer of property to himself or herself, and a transfer of property is a fundamental requirement for a completed gift. However, contributions to a STABLE account by persons other than the Beneficiary are considered a completed gift from the contributor to the Beneficiary and are eligible for the annual gift tax exclusion. Contributions that qualify for the annual gift tax exclusion are generally also excludible for purposes of the federal GST tax. A donor's total contributions to a Beneficiary's STABLE account in any given year (together with any other gifts made by the donor to the Beneficiary in the year) will not be considered taxable gifts and will generally be excludible for purposes of the GST tax if the gifts do not in total exceed the annual exclusion for the year. Currently, the annual exclusion is \$14,000 per donee. This means that in each calendar year you may contribute up to \$14,000 to a Beneficiary's STABLE account without the contribution being considered a taxable gift, if you make no other gifts to the Beneficiary in the same year. The annual exclusion is indexed for inflation and therefore is expected to increase over time.

### **Estate Tax**

The Proposed Tax Regulations provide that, upon the death of the Beneficiary, all amounts remaining in the STABLE account are includible in the Beneficiary's gross estate for purposes of the federal estate tax.

### **Medicaid Recapture**

Under Section 529A, following the death of the Beneficiary, any state may file a claim against the Beneficiary or the STABLE account itself for the amount of the total medical assistance paid for the Beneficiary under the state's Medicaid plan after the establishment of the STABLE account (or any ABL account from which amounts were rolled or transferred to the current STABLE account). The amount paid in satisfaction of such a claim is not a taxable distribution from the STABLE account.

### **Coordination with Qualified Tuition Plans**

Under the existing IRS guidance, an account in a qualified tuition program under Section 529 may not be transferred to an ABL account for the same Beneficiary free of tax. Because such a distribution to the ABL account would not constitute a qualified higher education expense under Section 529, the U.S. Treasury Department and the IRS stated that they do not believe they have the authority to allow such a transfer on a tax-free basis.

### **Ohio State Tax Treatment**

Contributions to the Plan are not deductible for Ohio state income tax purposes. There are two primary Ohio state income tax advantages to investing in the Plan:

1. Investment earnings on the money you invest in the Plan grow tax-deferred. This means that your earnings are not subject to Ohio state income tax while they remain in your STABLE account.
2. So long as the investment earnings are distributed as part of a Qualified Withdrawal, they are free from Ohio state income tax.

Qualified Withdrawals, Rollovers, and Program-to-Program Transfers are not includible in the Beneficiary's income for purposes of Ohio state income tax. Non-Qualified Withdrawals are includible in the Beneficiary's income for purposes of Ohio state income tax. Ohio does not currently have any estate, gift, or GST tax rules.

### **Lack of Certainty**

As of the date of this Plan Disclosure Statement, Proposed Tax Regulations have been issued under Section 529A. Taxpayers may rely on these Proposed Tax Regulations at least until final regulations are issued. The Proposed Tax Regulations do not, however, provide guidance on various aspects of the Plan. It is uncertain when final regulations will be issued. Therefore, there can be no assurance that the federal tax consequences described herein for Beneficiaries are applicable. Section 529A or other federal law could be amended in a manner that would materially change or eliminate the federal tax treatment described above. However, The U.S. Treasury Department and the IRS have stated in guidance issued in connection with the Proposed Tax Regulations that states that enact legislation creating an ABL program in accordance with Section 529A, and those individuals establishing ABL accounts in accordance with such legislation, will not fail to receive the benefits of Section 529A merely because the legislation or the account documents do not fully comport with the final regulations when they are issued. In addition, the U.S. Treasury Department and the IRS stated their intention to provide transition relief to enable those state programs and accounts to be brought into compliance with the requirements in the final regulations, including providing sufficient time after issuance of the final regulations in order for changes to be implemented. The Plan Manager and the Treasurer intend to modify the Plan within the constraints of applicable law for the Plan to meet the requirements of Section 529A as the same may be revised.

## OVERSIGHT OF THE PLAN

The Ohio ABLE Statute establishes the Ohio ABLE Savings Program Trust Fund as a statutory fund within the Treasurer's Office. The statute grants to the Treasurer the power to take any action necessary to implement and administer the Plan, including without limitation the authority to enter into contracts with financial organizations, advisors, and consultants; to adopt regulations for the Plan; and to modify the Plan as necessary to enable Beneficiaries to qualify for beneficial tax treatment under Section 529A.

The Ohio ABLE Statute creates a nine-member, governor-appointed Advisory Board. The Advisory Board reviews the work of the Treasurer related to the Plan; advises the Treasurer's Office on the Plan; makes recommendations to the Treasurer for the improvement of the Plan; and prepares reports of the Board's activities and recommendations and delivers those reports to the Ohio Governor, Speaker of the Ohio House of Representatives, and President of the Ohio Senate.

Pursuant to the powers established by the Ohio ABLE Statute, the Treasurer has engaged Intuition to serve as the Plan Manager under the Management Agreement. See "Service Providers to the Plan," below, for additional information about the Plan Manager and the Management Agreement.

## SERVICE PROVIDERS TO THE PLAN

### **Plan Manager**

The Plan Manager is Intuition. Intuition is part of a family of companies that has over 25 years of experience in the 529 college savings plan and prepaid tuition plan industry, and is currently providing program management, administrative, and recordkeeping solutions to other states. Intuition is leveraging its comprehensive knowledge and experience with 529 plans to bring innovative technology and an administrative platform to the Plan.

### **Management Agreement**

The Plan Manager has entered into a 529A Program Management Agreement with the Treasurer as of November 30, 2015, under which Intuition is responsible for providing, directly or through subcontractors, program management systems, recordkeeping, and administrative services for the Plan.

### **Intuition's Term as Plan Manager**

Intuition's current contract to serve as Plan

Manager is for an initial term which expires June 30, 2017. The Treasurer may extend this Agreement for a two-year extension term, and this Agreement shall be renewed for the extension term unless the Treasurer notifies the Plan Manager in writing of its intention to not do so at least 120 days prior to the expiration date of the initial term. Additionally, the Treasurer may extend this Agreement for a second two-year extension term, and this Agreement can be renewed for a second two-year extension term unless the Treasurer notifies the Plan Manager in writing of its intention to not do so at least 120 days prior to the expiration date of the first extension term. The parties may mutually agree to one or more additional extension terms following the initial extension term. The Management Agreement is subject to the possibility of earlier termination under specified circumstances, such as a material breach of the Management Agreement.

### **Investment Advisor**

The Plan's Investment Advisor is Marquette Associates. Marquette Associates is an independent consulting firm that guides institutional investment programs with a focused three-point approach and careful research. They serve over 270 clients with over \$120 billion in assets – from public funds, unions, and corporations to endowments, foundations, and other non-profits.

### **Investment Manager**

The Vanguard Group, Inc. is registered under the Investment Advisers Act and serves as the investment advisor to the underlying Mutual Funds in the Investment Options. As of December 31, 2015, Vanguard served as advisor for approximately \$3.3 trillion in global assets, including more than \$63 billion in Section 529 qualified tuition programs.

### **Custodian**

The Treasurer has contracted with Fifth Third to use Fifth Third's BankSafe Product as the underlying investment account for the BankSafe Option, and to provide custodial services for the Plan. The Custodian is responsible for physical custody and safekeeping of investment assets. Custodian responsibilities include, but are not limited to, physical custody and safekeeping of investment assets, securities settlement, income and principal collection and corporate action reporting and filing, and providing information related to these services. Additionally, the Custodian will strike and calculate the net asset value for each Investment Option daily.



## REPORTING

### **STABLE Account Statements**

You will receive quarterly and annual statements indicating:

- Contributions to each Investment Option, if any, made to your STABLE account during the period and aggregate contributions, if any, year-to-date.
- Withdrawals from each Investment Option in your STABLE account made during the period.
- The total value of your STABLE account at the end of the period.

### **Tax Reports**

The Plan will report contributions, withdrawals, the basis of the Beneficiary's eligibility, earnings in the STABLE account, and other matters to the IRS, a state, and other persons, if any, to the extent required by federal, state, or local law, regulation or ruling. By January 31 of the following year, the Beneficiary will be sent a copy of the report or a corresponding statement filed with the IRS.

### **Reports to Social Security**

Under Section 529A, the Plan is required to provide the SSA with reporting on STABLE accounts. Based on guidance from SSA, it is anticipated that the Plan will be required to provide monthly electronic reports to SSA, including without limitation the following information for each STABLE account: the name of the Beneficiary; Social Security number of the Beneficiary; date of birth of the Beneficiary; name of the person who has signature authority (if different from the Beneficiary); unique account number assigned to the STABLE account; STABLE account opened date; STABLE account closed date; balance as of the first moment of the month (that is, the balance as of 12:00 a.m. local time on the first of the month); date of each distribution in the reporting period; and amount of each distribution in the reporting period.

### **Financial Statements**

An annual audit report will be prepared by independent certified public accountants in accordance with generally accepted accounting principles. A copy of the audit report may be requested from the Plan.

## OTHER IMPORTANT LEGAL INFORMATION

### No Pledging of Account Assets

The Beneficiary may not use any part of the STABLE account or other interest in the Plan as security for a loan. This restriction includes, but is not limited to, a prohibition on the use of any interest in the STABLE account or the Plan as security for a loan.

### Beneficiary as Account Owner

The Beneficiary is the owner of the STABLE account. An Authorized Legal Representative may neither have nor acquire any beneficial interest in the Beneficiary's STABLE account and must administer the STABLE account for the benefit of the Beneficiary. Whenever an action is required to be taken by a Beneficiary in connection with a STABLE account, it must be taken by the Beneficiary's Authorized Legal Representative acting in that capacity.

### No Sale or Exchange

No interest in a STABLE account may be sold or exchanged.

### Bankruptcy and Related Matters

Federal law expressly excludes certain funds from an individual debtor's bankruptcy estate (which funds, therefore, will not be available for distribution to such individual's creditors), if the funds are contributed by such individual to a STABLE account. The bankruptcy protection for STABLE accounts is limited, however. The funds contributed will be protected if the Beneficiary is the individual debtor's child, stepchild, grandchild, or step grandchild for the taxable year in which the funds were placed in the STABLE account, and only to the extent that such funds (i) are not pledged or promised to any entity in connection with any extension of credit; and (ii) are not Excess Contributions, subject to the following limits: Contributions made to all Section 529A accounts for the same Beneficiary more than 720 days before a federal bankruptcy filing

are completely protected; Contributions made to all Section 529A accounts for the same Beneficiary during the period beginning 365 days through 720 days before a federal bankruptcy filing are protected up to \$6,225; and Contributions made to all Section 529A accounts for the same Beneficiary less than 365 days before a federal bankruptcy filing are not protected against creditor claims in federal bankruptcy proceedings.

Under the Ohio Asset Protection statute, Ohio Revised Code Section 2329.66, a person who is domiciled in Ohio may exempt property from execution, garnishment, attachment, or sale to satisfy a judgment or order when a person's rights or interests in the asset(s) is held in an account opened pursuant to a program administered by a statute under Section 529A, as amended. This includes a person's rights or interests to directly or indirectly receive any payment or benefit that originates from such an account. A person's right to exemption is limited to the extent that the assets, payments, or benefits are attributable to or derived from any contributions by any person into such an account or from any earnings, dividends, interest, appreciation, or gains on any contributions by any person into such an account. The statute does not cover any portion of the asset(s) that was deposited to avoid payment on any debt or any other exceptions as provided by the Ohio Revised Code.

Other states' law may offer different creditor protections. You should consult your legal advisor regarding the effect of any bankruptcy filing on your STABLE account. This information is not meant to be individual advice, and Beneficiaries should consult with their own advisors concerning their individual circumstances.

### **Unclaimed Funds**

Many states have unclaimed property laws or similar laws where if certain statutory requirements are met, funds in an account are considered abandoned or unclaimed. Your state may request that the Plan transfer the funds in your STABLE account pursuant to such laws. The Plan will only transfer funds to your state as required by applicable law. To help ensure that your funds will not be considered abandoned, please always keep your current email address on file with the Plan and respond to inquiries received by the Plan Manager.

### **Plan Privacy Policy**

The Plan collects nonpublic personal information about you from the following sources:

- Information we receive from you on Plan Applications and other Plan forms; and
- Information about your transactions with the Plan and its service providers.

The Plan does not disclose any nonpublic personal information about you or our other customers to third parties, except with your consent, at your request, or as permitted by law.

The Plan restricts access to nonpublic personal information about you to the Treasurer, the Plan's service providers, and their respective employees, agents, and affiliates who need to know the information to provide the services or products that are the basis of the Participation Agreement between you and the Treasurer. The Treasurer and the Plan Manager maintain physical, electronic, and procedural safeguards to guard your nonpublic personal information.

## APPENDIX I

### Summaries of the Underlying Mutual Funds

The following provides a summary of the underlying Mutual Funds (each, a “Fund”) in which the Investment Options invest. The Vanguard Funds are managed by The Vanguard Group, Inc. Information and the full prospectus for each of the Mutual Funds can be found by visiting the Vanguard website at <https://investor.vanguard.com/home/>.

### Vanguard LifeStrategy Income Fund (VASIX)

#### Investment Objective

The Fund seeks to provide current income and some capital appreciation.

#### Principal Investment Strategies

The Fund invests in other Vanguard mutual funds according to a fixed formula that reflects an allocation of approximately 80% of the Fund’s assets to bonds and 20% to common stocks. The targeted percentage of the Fund’s assets allocated to each of the underlying funds is:

- Vanguard Total Bond Market II Index Fund – 56%
- Vanguard Total International Bond Index Fund – 24%
- Vanguard Total Stock Market Index Fund – 12%
- Vanguard Total International Stock Index Fund – 8%

The Fund’s indirect bond holdings are a diversified mix of short-, intermediate-, and long-term U.S. government, U.S. agency, and investment-grade U.S. corporate bonds; mortgage-backed and asset-backed securities; and government, agency, corporate, and securitized investment-grade foreign bonds issued in currencies other than the U.S. dollar (but hedged by Vanguard to minimize foreign currency exposure). The Fund’s indirect stock holdings are a diversified mix of U.S. and foreign large-, mid-, and small-capitalization stocks.

#### Principal Risks

The Fund is subject to the risks associated with the stock and bond markets, any of which could cause an investor to lose money. However, because fixed income securities such as bonds usually are less volatile than stocks and because the Fund invests most of its assets in fixed income securities, the Fund’s overall level of risk should be relatively low.

#### Vanguard LifeStrategy Income Fund Underlying Investment Risks

The principal risks of investing in this fund are: Interest Rate Risk, Credit Risk, Income Risk, Call Risk, Country/Regional Risk, Currency Hedging Risk and Stock Market Risk.

*With a target allocation of approximately 80% of its assets in bonds, the Fund is proportionately subject to bond risks, including the following:*

#### Interest Rate Risk

This is the chance that bond prices will decline because of rising interest rates.

#### Credit Risk

This is the chance that the issuer of a security will fail to pay interest or principal in a timely manner or that negative perceptions of the issuer’s ability to make such payments will cause the price of that security to decline, thus reducing the underlying fund’s return.

## Vanguard LifeStrategy Income Fund (VASIX) continued

### Income Risk

This is the chance that an underlying fund's income will decline because of falling interest rates.

*If an underlying fund holds securities that are callable, the underlying fund's income may decline because of call risk:*

### Call Risk

This is the chance that during periods of falling interest rates, issuers of callable bonds may call (redeem) securities with higher coupon rates or interest rates before their maturity dates. An underlying fund would then lose any price appreciation above the bond's call price and would be forced to reinvest the unanticipated proceeds at lower interest rates, resulting in a decline in the underlying fund's income.

*The Fund is also subject to the following risks associated with investments in currency-hedged foreign bonds:*

### Country/Regional Risk

This is the chance that world events—such as political upheaval, financial troubles, or natural disasters—will adversely affect the value and/or liquidity of securities issued by foreign governments, government agencies, or companies.

### Currency Hedging Risk

This is the chance that the currency hedging transactions entered into by the underlying international bond fund may not perfectly offset the fund's foreign currency exposure.

*With a target allocation of approximately 20% of its assets in stocks, the Fund is proportionately subject to stock market risk:*

### Stock Market Risk

This is the chance that stock prices overall will decline. Stock markets tend to move in cycles, with periods of rising prices and periods of falling prices.

**An investment in the Fund is not a deposit of a bank and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency.**

## Vanguard LifeStrategy Conservative Growth Fund (VSCGX)

### Investment Objective

The Fund seeks to provide current income and low to moderate capital appreciation.

### Principal Investment Strategies

The Fund invests in other Vanguard mutual funds according to a fixed formula that reflects an allocation of approximately 60% of the Fund's assets to bonds and 40% to common stocks. The targeted percentage of the Fund's assets allocated to each of the underlying funds is:

- Vanguard Total Bond Market II Index Fund – 42%
- Vanguard Total Stock Market Index Fund – 24%
- Vanguard Total International Bond Index Fund – 18%
- Vanguard Total International Stock Index Fund – 16%

The Fund's indirect bond holdings are a diversified mix of short-, intermediate-, and long-term U.S. government, U.S. agency, and investment-grade U.S. corporate bonds; mortgage-backed and asset-backed securities; and government, agency, corporate, and securitized investment-grade foreign bonds issued in currencies other than the U.S. dollar (but hedged by Vanguard to minimize foreign currency exposure).

The Fund's indirect stock holdings are a diversified mix of U.S. and foreign large-, mid-, and small-capitalization stocks.

### Principal Risks

The Fund is subject to the risks associated with the stock and bond markets, any of which could cause an investor to lose money. However, because fixed income securities such as bonds usually are less volatile than stocks and because the Fund invests more than half of its assets in fixed

income securities, the Fund's overall level of risk should be low to moderate.

### Vanguard LifeStrategy Conservative Growth Fund Underlying Investment Risks

The principal risks of investing in this fund are: Interest Rate Risk, Credit Risk, Income Risk, Call Risk, Country/Regional Risk, Currency Risk, Currency Hedging Risk, and Stock Market Risk.

*With a target allocation of approximately 60% of its assets in bonds, the Fund is proportionately subject to bond risks, including the following:*

#### Interest Rate Risk

This is the chance that bond prices will decline because of rising interest rates.

#### Credit Risk

This is the chance that the issuer of a security will fail to pay interest or principal in a timely manner or that negative perceptions of the issuer's ability to make such payments will cause the price of that security to decline, thus reducing the underlying fund's return.

#### Income Risk

This is the chance that an underlying fund's income will decline because of falling interest rates.

*If an underlying fund holds securities that are callable, the underlying fund's income may decline because of call risk:*

#### Call Risk

This is the chance that during periods of falling interest rates, issuers of callable bonds may call (redeem) securities with higher coupon rates or interest rates before their maturity dates. An underlying fund

## Vanguard LifeStrategy Conservative Growth Fund (VSCGX) continued

would then lose any price appreciation above the bond's call price and would be forced to reinvest the unanticipated proceeds at lower interest rates, resulting in a decline in the underlying fund's income.

*The Fund is also subject to the following risks associated with investments in currency-hedged foreign bonds:*

### Country/Regional Risk

This is the chance that world events—such as political upheaval, financial troubles, or natural disasters—will adversely affect the value and/or liquidity of securities issued by foreign governments, government agencies, or companies.

### Currency/Hedging Risk

This is the chance that the currency hedging transactions entered into by the underlying international bond fund may not perfectly offset the fund's foreign currency exposure.

*With a target allocation of approximately 40% of its assets in stocks, the Fund is proportionately subject to stock market risk:*

### Stock Market Risk

This is the chance that stock prices overall will decline. Stock markets tend to move in cycles, with periods of rising prices and periods of falling prices.

*The Fund is also subject to the following risks associated with investments in foreign stocks:*

### Country/Regional Risk

This is the chance that world events—such as political upheaval, financial troubles, or natural disasters—will adversely affect the value of securities issued by companies in foreign countries or regions.

### Currency Risk

This is the chance that the value of a foreign investment, measured in U.S. dollars, will decrease because of unfavorable changes in currency exchange rates. Country/regional risk and currency risk are especially high in emerging markets.

**An investment in the Fund is not a deposit of a bank and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency.**

## Vanguard LifeStrategy Moderate Growth Fund (VSMGX)

### Investment Objective

The Fund seeks to provide capital appreciation and a low to moderate level of current income.

### Principal Investment Strategies

The Fund invests in other Vanguard mutual funds according to a fixed formula that reflects an allocation of approximately 60% of the Fund's assets to common stocks and 40% to bonds. The targeted percentage of the Fund's assets allocated to each of the underlying funds is:

- Vanguard Total Stock Market Index Fund – 36%
- Vanguard Total Bond Market II Index Fund – 28%
- Vanguard Total International Stock Index Fund – 24%
- Vanguard Total International Bond Index Fund – 12%

The Fund's indirect stock holdings are a diversified mix of U.S. and foreign large-, mid-, and small-capitalization stocks.

The Fund's indirect bond holdings are a diversified mix of short-, intermediate-, and long-term U.S. government, U.S. agency, and investment-grade U.S. corporate bonds; mortgage-backed and asset-backed securities; and government, agency, corporate, and securitized investment-grade foreign bonds issued in currencies other than the U.S. dollar (but hedged by Vanguard to minimize foreign currency exposure).

### Principal Risks

The Fund is subject to the risks associated with the stock and bond markets, any of which could cause an investor to lose money. However, because fixed income securities such as bonds usually are less

volatile than stocks and because the Fund invests a significant portion of its assets in fixed income securities, the Fund's overall level of risk should be moderate.

### Vanguard LifeStrategy Moderate Growth Fund Underlying Investment Risks

The principal risks of investing in this fund are: Stock Market Risk, Country/Regional Risk, Currency Risk, Currency Hedging Risk, Interest Rate Risk, Credit Risk, Income Risk and Call Risk.

*With a target allocation of approximately 60% of its assets in stocks, the Fund is proportionately subject to stock market risk:*

#### Stock Market Risk

This is the chance that stock prices overall will decline. Stock markets tend to move in cycles, with periods of rising prices and periods of falling prices.

*The Fund is also subject to the following risks associated with investments in foreign stocks:*

#### Country/Regional Risk

This is the chance that world events—such as political upheaval, financial troubles, or natural disasters—will adversely affect the value of securities issued by companies in foreign countries or regions.

#### Currency Risk

This is the chance that the value of a foreign investment, measured in U.S. dollars, will decrease because of unfavorable changes in currency exchange rates. Country/regional risk and currency risk are especially high in emerging markets.



## Vanguard LifeStrategy Moderate Growth Fund (VSMGX) continued

*With a target allocation of approximately 40% of its assets in bonds, the Fund is proportionately subject to bond risks, including the following:*

### **Interest Rate Risk**

This is the chance that bond prices will decline because of rising interest rates.

### **Credit Risk**

This is the chance that the issuer of a security will fail to pay interest or principal in a timely manner or that negative perceptions of the issuer's ability to make such payments will cause the price of that security to decline, thus reducing the underlying fund's return.

### **Income Risk**

This is the chance that an underlying fund's income will decline because of falling interest rates.

*If an underlying fund holds securities that are callable, the underlying fund's income may decline because of call risk:*

### **Call Risk**

This is the chance that during periods of falling interest rates, issuers of callable bonds may call (redeem) securities with higher coupon rates or interest rates before their maturity dates. An underlying fund would then lose any price appreciation above the bond's call price and would be forced to reinvest the unanticipated proceeds at lower interest rates, resulting in a decline in the underlying fund's income.

*The Fund is also subject to the following risks associated with investments in currency-hedged foreign bonds:*

### **Country/Regional Risk**

This is the chance that world events—such as political upheaval, financial troubles, or natural disasters—will adversely affect the value and/or liquidity of securities issued by foreign governments, government agencies, or companies.

### **Currency/Hedging Risk**

This is the chance that the currency hedging transactions entered into by the underlying international bond fund may not perfectly offset the fund's foreign currency exposure.

**An investment in the Fund is not a deposit of a bank and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency.**

## Vanguard LifeStrategy Growth Fund (VASGX)

### Investment Objective

The Fund seeks to provide capital appreciation and some current income.

### Principal Investment Strategies

The Fund invests in other Vanguard mutual funds according to a fixed formula that reflects an allocation of approximately 80% of the Fund's assets to common stocks and 20% to bonds. The targeted percentage of the Fund's assets allocated to each of the underlying funds is:

- Vanguard Total Stock Market Index Fund – 48%
- Vanguard Total International Stock Index Fund – 32%
- Vanguard Total Bond Market II Index Fund – 14%
- Vanguard Total International Bond Index Fund – 6%

The Fund's indirect stock holdings are a diversified mix of U.S. and foreign large-, mid-, and small-capitalization stocks.

The Fund's indirect bond holdings are a diversified mix of short-, intermediate-, and long-term U.S. government, U.S. agency, and investment-grade U.S. corporate bonds; mortgage-backed and asset-backed securities; and government, agency, corporate, and securitized investment-grade foreign bonds issued in currencies other than the U.S. dollar (but hedged by Vanguard to minimize foreign currency exposure).

### Principal Risks

The Fund is subject to the risks associated with the stock and bond markets, any of which could cause an investor to lose money. However, because stocks usually are more volatile than bonds and because the Fund invests most of its assets in stocks,

the Fund's overall level of risk should be moderate to high.

### Vanguard LifeStrategy Growth Fund Underlying Investment Risks

The principal risks of investing in this fund are: Stock Market Risk, Country/Regional Risk, Currency Risk, Interest Rate Risk, Credit Risk, Income Risk, Call Risk, and Currency Hedging Risk.

*With a target allocation of approximately 80% of its assets in stocks, the Fund is proportionately subject to stock market risk:*

#### Stock Market Risk

This is the chance that stock prices overall will decline. Stock markets tend to move in cycles, with periods of rising prices and periods of falling prices.

*The Fund is also subject to the following risk associated with investments in foreign stocks:*

#### Country/Regional Risk

This is the chance that world events—such as political upheaval, financial troubles, or natural disasters—will adversely affect the value of securities issued by companies in foreign countries or regions.

#### Currency Risk

This is the chance that the value of a foreign investment, measured in U.S. dollars, will decrease because of unfavorable changes in currency exchange rates. Country/regional risk and currency risk are especially high in emerging markets.

*With a target allocation of approximately 20% of its assets in bonds, the Fund is proportionately subject to bond risks, including the following:*

**Vanguard LifeStrategy Growth Fund (VASGX) continued****Interest Rate Risk**

This is the chance that bond prices will decline because of rising interest rates.

**Credit Risk**

This is the chance that the issuer of a security will fail to pay interest or principal in a timely manner or that negative perceptions of the issuer's ability to make such payments will cause the price of that security to decline, thus reducing the underlying fund's return.

**Income Risk**

This is the chance that an underlying fund's income will decline because of falling interest rates.

*If an underlying fund holds securities that are callable, the underlying fund's income may decline because of call risk:*

**Call Risk**

This is the chance that during periods of falling interest rates, issuers of callable bonds may call (redeem) securities with higher coupon rates or interest rates before their maturity dates. An underlying fund would then lose any price appreciation above the bond's call price and would be forced to reinvest the unanticipated proceeds at lower interest rates, resulting in a decline in the underlying fund's income.

*The Fund is also subject to the following risks associated with investments in currency-hedged foreign bonds:*

**Country/Regional Risk**

This is the chance that world events—such as political upheaval, financial troubles, or natural disasters—will adversely affect the value and/or liquidity of securities issued by foreign governments, government agencies, or companies.

**Currency/Hedging Risk**

This is the chance that the currency hedging transactions entered into by the underlying international bond fund may not perfectly offset the fund's foreign currency exposure.

**An investment in the Fund is not a deposit of a bank and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency.**

**SUMMARY CHART OF RISK CATEGORIES FOR THE UNDERLYING MUTUAL FUNDS**

<b>Risk Category</b>	Vanguard LifeStrategy Income Fund	Vanguard LifeStrategy Conservative Growth Fund	Vanguard LifeStrategy Moderate Growth Fund	Vanguard LifeStrategy Growth Fund
Call Risk	●	●	●	●
Country/Regional Risk	●	●	●	●
Credit Risk	●	●	●	●
Currency Hedging Risk	●	●	●	●
Currency Risk		●	●	●
Income Risk	●	●	●	●
Interest Rate Risk	●	●	●	●
Stock Market Risk	●	●	●	●

## APPENDIX II

### Participation Agreement

I am entering into this legally binding Participation Agreement (“Agreement”) with the Treasurer in order to establish a STABLE account in the Plan. I am legally competent and over the age of 18. I understand that my STABLE account shall represent an interest in the Plan. I understand and agree that this Agreement is subject to the Plan Disclosure Statement. I understand that all of the information in the Plan Disclosure Statement and in my completed STABLE account Application are part of this Agreement. I understand that by enrolling in the Plan I have accepted the terms of the Plan Disclosure Statement and this Agreement. The effective date of this Agreement is the date my signed STABLE account Application is submitted to the Plan online or by mail and accepted by the Plan.

Each capitalized term used in this Agreement has the meaning set forth in the Plan Disclosure Statement, and such meanings are incorporated into this Agreement and made a part of this Agreement as if they were set forth in the body of this Agreement.

For purposes of this Agreement, “I” or “me” or “my” shall refer to the Beneficiary or his or her Authorized Legal Representative to the extent permitted by the Plan Disclosure Statement. “Service Providers” means the Plan Manager, the Investment Advisor, the Investment Manager, the STABLE Card issuer, the STABLE Card program manager, and the Custodian.

#### **A. Agreements, Representations, and Warranties of the Beneficiary**

I hereby agree with, and represent and warrant to the Treasurer, the Service Providers, and their respective successor and assigns, as follows:

1. I have received, read, and I understand the Plan Disclosure Statement as currently in effect. I have been given the opportunity to obtain answers to all of my questions concerning the Plan, my STABLE account, and this Agreement. I acknowledge that there have been no representations or other information about the Plan relied upon in entering into this Agreement, whether oral or written, other than as set forth in the Plan Disclosure Statement and this Agreement.
2. I have accurately and truthfully completed the STABLE account Application, and any other documentation that I have furnished or will subsequently furnish in connection with the opening or maintenance of, or any withdrawals from, my STABLE account is, or will be accurate, truthful, and complete, including my status as an Eligible Individual.
3. If I make false statements in connection with opening a STABLE account or otherwise, the Treasurer and/or the Plan Manager may take such action as the Treasurer and/or the Plan Manager deem necessary or appropriate, including, without limitation, terminating my STABLE account or requiring that I indemnify the State of Ohio, each of the Service Providers, and/or the Treasurer, and their respective affiliates and agents as discussed under “Indemnity” below. I understand that I may face criminal or civil penalties for making false statements under applicable law.
4. I certify that I am opening this STABLE account in order to provide funds for the Qualified Disability Expenses of the Beneficiary and I understand that this Agreement constitutes the legal, valid, and binding obligation of the Beneficiary.

5. By opening a STABLE account I am consenting to receive emails from the Treasurer or its designee about the Plan and my STABLE account. I understand that I may unsubscribe from emails about the Plan at any time. I also understand that even if I unsubscribe from emails about the Plan, the Treasurer reserves the right to send me administrative emails regarding my STABLE account or accounts in other ABLÉ programs or as otherwise permitted by law.
6. As of the date that I execute my STABLE account Application, I have not knowingly made Contributions to an ABLÉ account such that (a) my Contributions exceed the Annual Contribution Limit (currently, \$14,000) or (b) the aggregate balance of my STABLE account exceeds the Lifetime Account Limit (currently, \$426,000). I will not knowingly make Contributions to my STABLE account (or direct others to make Contributions to my STABLE account) now or in the future, such that (a) the Contributions will exceed the Annual Contribution Limit in any given year, or (b) the aggregate balance of the STABLE account will exceed \$426,000 (or such higher Lifetime Account Limit as to which I am notified from time to time).
7. I recognize that the investment of contributions and earnings, if any, in my STABLE account involves certain risks, and I have taken into consideration and understand the risk factors related to these investments, including, but not limited to, those set forth in the Plan Disclosure Statement.
8. If I am an Authorized Legal Representative acting on behalf of a Beneficiary, each time I make a withdrawal from the STABLE account I am certifying that: the withdrawal is duly authorized under all applicable law and any governing documents that apply to the STABLE account, and is for the benefit of the Beneficiary and not solely for my own personal benefit or solely for the benefit of a third person.
9. With respect to each Investment Option other than the BankSafe Option, I understand and agree that neither contributions to, nor earnings, if any, on my STABLE account are guaranteed or insured by the FDIC, or any person or entity, including but not limited to, the State of Ohio, the Treasurer, the Service Providers, or their respective affiliates, agents, employees, officers, directors, representatives, or successors. I understand and agree that there is no guarantee that the Investment Options or the underlying Mutual Funds' investment objectives will be achieved. I understand that the State of Ohio, the Treasurer, the Service Providers, or any of their respective affiliates, or any other person or entity are not making any assurances that I will not suffer a loss of any amount invested in my STABLE account, or making assurances that I will receive a particular return of any amount in my STABLE account. I understand that the Investment Options in the Plan are not debts, liabilities, or obligations of the Treasurer, the State of Ohio, or any political subdivision thereof, nor shall they be deemed to constitute a pledge of the taxing power or the full faith and credit of the State of Ohio or any political subdivision thereof.
10. I understand and agree that federal and state laws are subject to change, sometimes with retroactive effect, and the State of Ohio, the Treasurer, the Service Providers, and their respective affiliates are not making any representation that such federal or state laws will not be changed or repealed. I understand and agree that such changes could have a negative effect on my STABLE account.

11. I understand and agree that with respect to each Investment Option in the Plan, there is no guarantee or commitment whatsoever from the State of Ohio, the Treasurer, the Service Providers, or any other person or entity that: contributions and investment returns, if any, in this STABLE account will be sufficient to cover the Qualified Disability Expenses of the Beneficiary.
12. I understand that Intuition and the other Service Providers will not necessarily continue in their roles for the entire period my STABLE account is open and that the Treasurer may retain in the future additional and/or different Service Providers for the Plan. I acknowledge that if this occurs, or even if it does not, there is no assurance that I would not experience a material change to the terms and conditions of the current Agreement, including to the Investment Options offered by the Plan, services provided, and the fees and expenses of the Plan.
13. I understand and agree that I have not been advised by the State of Ohio, the Treasurer, or any other agency or instrumentality of the State of Ohio, the Service Providers, or any of their respective affiliates or any agents or representatives retained in connection with the Plan to invest, or to refrain from investing, in a particular Investment Option. I understand that neither the Plan, the State of Ohio, the Treasurer, nor Intuition can provide me with any investment advice.
14. I understand and agree that the Plan is the record owner of the shares of any underlying investments or Mutual Funds in which each Investment Option is invested and that I will have no right to vote, or direct the voting of, any proxy with respect to such shares.
15. I understand the following regarding the duties of the Treasurer: neither the Treasurer nor its representatives has any duty to me to perform any action other than those specified in this Agreement or the Plan Disclosure Statement. The Treasurer may accept and rely conclusively on any instructions or other communications reasonably believed to have been given by me or another authorized person, and may assume that the authority of any other authorized person continues in effect until the Treasurer receives written notice to the contrary. The Treasurer has no duty to determine or advise me of the investment, tax, or other consequences of my actions, or of its actions in following my directions, or of its failing to act in the absence of my directions. My STABLE account and this Agreement are subject to the rules and regulations as the Treasurer may promulgate in accordance with Ohio law. All decisions and interpretations by the Treasurer and the Plan Manager in connection with the Plan shall be final and binding on me and my Beneficiary and any successors.
16. I understand the following regarding the duties of the Plan Manager and other Service Providers: neither the Plan Manager nor its respective affiliates or agents have a duty to perform any actions, other than those specified in the Plan Disclosure Statement and this Agreement. The Plan Manager may accept and rely conclusively on any instructions or other communications reasonably believed to have been given by me or another authorized person and may assume that the authority of any other authorized person continues in effect until the Plan Manager receives written notice to the contrary. The Service Providers have no duty to determine or advise me of the investment, tax, or other consequences of my actions, or of their actions in following my directions, or of their failing to act in the absence of my directions. I understand that so long as the Service Providers are engaged by the Treasurer to perform services for the Plan, the Service Providers may follow the directives of the Treasurer. When acting in such capacity, the Service Providers shall have no liability to me or my Authorized Legal Representative.

17. I understand that Non-Qualified Withdrawals will be subject to federal and state income taxes and potential penalties.
18. I acknowledge and agree to the fees, charges, or penalties applicable to my STABLE account, and understand that they may change in the future.
19. I understand that the Plan is intended to be a “qualified ABL program” under Section 529A and the Plan is intended to receive favorable federal and state tax treatment. I agree that the State of Ohio and the Treasurer may make changes to the Plan, this Agreement, and the Plan Disclosure Statement at any time, including without limitation, if it is determined that such changes are necessary for the continuation of the federal income tax treatment provided by Section 529A or the favorable state tax treatment provided by state law or any similar successor legislation.

### **B. Statutes, Policies, and Operating Procedures**

The STABLE account and this Agreement are subject to, and incorporate by reference, the Ohio ABL Statute, any regulations, policies and operating procedures adopted for the Plan by the State of Ohio, any amendments to the Ohio ABL Statute, other applicable statutes or these policies and operating procedures, and any rules or regulations as the State of Ohio or the Treasurer may promulgate in accordance with state law, including provisions under the Ohio ABL Statute to prevent contributions on behalf of a Beneficiary in excess of the Annual Contribution Limit or the Lifetime Account Limit. Any amendments to relevant statutes or regulations automatically amend this Agreement and any amendments to policies or operating procedures shall amend this Agreement and any amendments shall become effective no later than the effective date of the applicable law or regulation

### **C. Indemnity**

I understand that the establishment of my STABLE account will be based upon the agreements, representations, and warranties set forth in this Agreement. I agree to indemnify and hold harmless each of the State of Ohio, its agencies or instrumentalities, the Treasurer, the Service Providers, and their respective affiliates, agents, representatives, or successors of any of the foregoing, from and against any and all loss, damage, liability, or expense, including reasonable attorneys’ fees, that any of them may incur by reason of, or in connection with, any misstatement or misrepresentation made by me in this Agreement or otherwise with respect to my STABLE account, and any breach by me of any of the agreements, representations, or warranties contained in this Agreement. All of my agreements, representations and warranties shall survive the termination of this Agreement.

### **D. Complaint Resolution Process**

Should a dispute arise out of this Agreement, the Beneficiary should first contact the Plan Manager to attempt resolution within 60 days of the dispute arising. The Beneficiary and the Plan Manager shall first attempt to resolve it through direct discussions in a spirit of mutual cooperation. The parties hereby establish the following out of court alternate dispute resolution procedure to be followed in the event of certain controversies or disputes involving the STABLE account or this Agreement that may arise between (a) an Authorized Legal Representative and/or Beneficiary and (b) the Plan Manager, the Investment Advisor, the Investment Manager, and the Custodian, or their respective affiliates, officers, directors, employees and agents (collectively, the “Plan Parties”). If a dispute develops between an Authorized Legal Representative and the Plan Parties or between the Beneficiary and the Plan Parties related



to the Beneficiary's STABLE account transactions or other administrative matters involving a STABLE account, then the parties will submit to non binding mediation to address the dispute. The parties will mutually determine the location, date, duration, and process for any such mediation effort and be bound by the terms and conditions as set forth in any settlement agreement that is executed following the mediation. Adjudication of any controversies between a Beneficiary and the Plan Parties that cannot be resolved through the mediation process described above shall be heard in a court of law. Some controversies between the parties may involve claims that are owned by the Plan or the Treasurer and can only be brought by the Treasurer. This provision is not intended to cover such claims.

### **E. Amendment and Termination**

Subject to certain limitations, and except as otherwise provided herein, the Treasurer may, at any time, and from time to time, amend this Agreement or the Plan Disclosure Statement, or suspend or terminate the Agreement and the Plan, by giving written notice of such action to the Beneficiary, but STABLE account assets may not thereby be diverted from the exclusive benefit of the Beneficiary except as permitted by applicable law. Nothing contained in this Agreement or the Plan Disclosure Statement shall constitute an agreement or representation by the Treasurer, on its own behalf or on behalf of the Plan Manager that it will continue to maintain the Plan indefinitely. If the Plan is terminated, the balance of each STABLE account will be paid to the Beneficiary, to the extent possible, and any unclaimed assets shall be delivered by the Treasurer in accordance with any applicable law. If the STABLE account has not been terminated and the STABLE account is presumed abandoned by applicable law and regulations, the Treasurer, after making reasonable efforts to contact the Authorized Legal Representative and the Beneficiary or their agents, shall report the unclaimed money in the STABLE account to the extent required by any applicable law.

### **F. Miscellaneous**

1. **Binding Nature; Third-Party Beneficiary.** The Plan, the Treasurer, and the Service Providers are third-party beneficiaries of the agreements, representations, and warranties in this Agreement. This Agreement shall survive the death of any individual Beneficiary and shall be binding upon any executors or administrators, as applicable.
2. **Severability.** If any provision of this Agreement or the Plan Disclosure Statement 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 Agreement.
3. **Headings.** The heading of each section, paragraph, and provision in this 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.
4. **Governing Law.** This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Ohio, without regard to choice of law rules of any state. The Beneficiary's execution of the STABLE account Application shall constitute execution of this Agreement.







## OBTAINING ADDITIONAL INFORMATION

Learn more about the Plan by visiting our website:  
**[www.stableaccount.com](http://www.stableaccount.com)**

You may reach a customer service representative by calling the Plan toll-free at 1-888-463-7581, or by emailing the Plan at **[team@stableaccount.com](mailto:team@stableaccount.com)**