

Date visited 5/7/13

COLLEGE INVESTING PLAN FACT KIT

December 31, 2012



Key Features to Know Before You Start

Setting Up and Contributing to an Account

Managing and Modifying an Account

Making Withdrawals and Closing an Account

Tax Credit and Financial Aid Considerations

Additional Information

Participant Agreements



*Established and maintained by the State of New Hampshire
Managed by Fidelity Investments*

Participant Agreements

PARTICIPATION AGREEMENT FOR THE UNIQUE COLLEGE INVESTING PLAN

Established and Maintained by the State of New Hampshire and Managed by Fidelity Investments

General Information

Read this agreement and complete a Fidelity Brokerage Services LLC brokerage account application and mail it to:

Fidelity Investments College Plan Service Center, P.O. Box 770001, Cincinnati, OH 45277 0015

The Participant (you), the New Hampshire Higher Education Savings Plan Trust (the Trust), and Fidelity Brokerage Services LLC (FBS) agree as follows:

1. Accounts and Beneficiaries

- A. **Opening Accounts.** You may open one or more Accounts. The purpose of each Account is to provide for the qualified higher education expenses (as defined in Section 529 of the Internal Revenue Code of 1986, as amended (the Code) of one Beneficiary.
- B. **Separate Accounts.** The Trust will maintain a separate UNIQUE Plan Account for each Beneficiary. Each UNIQUE Plan Account will be governed by this Agreement and the Trust's Declaration of Trust. All assets held in your UNIQUE Plan Accounts will be held for the exclusive benefit of you and your Beneficiaries.
- C. **Naming and Changing Beneficiaries.** You will name the Beneficiary for a UNIQUE Plan Account in the Account application. You can change the Beneficiary at any time, but no one else can change the Beneficiary. The new Beneficiary must be a "member of the family" of the original Beneficiary, as that term is defined under Section 529(e)(2) of the Code. The designation of the new Beneficiary will be effective on the first day following receipt of the appropriate form, properly completed. You may not change the Beneficiary of a UGMA/UTMA 529 Plan account. UGMA/UTMA assets must be used for the benefit of the minor/Beneficiary.

2. Investments

- A. **Investments to be in Cash.** All investments will be in cash in order to comply with the requirements of the Code. Cash means only i) checks, ii) electronic funds transfers from your bank, iii) payroll deductions made by your employer, iv) funds wired through the Federal Reserve system and v) proceeds transferred from your Fidelity Investments mutual fund or brokerage account.
- B. **Minimum Initial Investment.** The initial investment in each Account will be at least \$15 if you agree to invest at least \$15 each month thereafter, or \$45 each quarter thereafter. Otherwise the minimum initial investment is \$50, and you do not need to make any additional investment.

C. **Additional Investments.** You may make additional investments of at least \$25 at any time, subject to the overall limit described in the next paragraph.

D. **Maximum Contribution Limit.** The Trust will set a maximum contribution limit for each Beneficiary for each calendar year. If there are no Accounts open for a Beneficiary at the end of a calendar year the most that can be invested for the Beneficiary in the next calendar year is the maximum contribution limit. If any Accounts are open for a Beneficiary on December 31, the limit for the next year will be the maximum contribution limit for the next year less the value of all Accounts in the Trust for the Beneficiary as of December 31. The Trust will inform Participant of the maximum contribution limit for each year. The Trust will return the portion of any contribution that exceeds the maximum investment limit. The limit will be designed to comply with the excess contribution limit required by Section 529(b)(6) of the Code.

3. Distributions from Accounts

You may direct the Trustee to distribute part or all of the money in a Plan Account at any time.

- A. You may complete a College Savings Distribution Form containing information required by the Trustee. The Trustee may change the form from time to time. You may also request distributions by telephone or through the Internet. The Trustee may limit telephone or Internet distributions, or impose special conditions on such distributions.
- B. Notwithstanding any other provision of this agreement, the Trustee may terminate an Account upon a determination that you or the Account's Beneficiary has provided false or misleading information to the Trust, FBS, or an eligible educational institution. Upon such a finding and termination, the Trustee may assess a penalty equal to 10% of that portion of the value of the Account that is attributable to income earned on principal investments in the Account. Any penalty assessed against an Account pursuant to this paragraph will be charged against the Account and paid to the Trustee. The Trustee will pay you the balance in the Account after such penalty assessment, if applied, less any state or federal taxes to be withheld.

4. Your Representations and Acknowledgments

You hereby represent and warrant to, and agree with the Trust and FBS as follows:

- A. You have received and read the document entitled **The UNIQUE COLLEGE INVESTING PLAN FACT KIT** and have carefully reviewed all the information contained therein, including information provided by or with respect to the Trust and FBS. You have been given an opportunity within a reasonable time prior to the date of this Agreement to ask questions and receive answers concerning i) an investment in the UNIQUE Plan, ii) the terms and conditions of the Trust, and iii) this Agreement and the FBS customer agreement, and to obtain such additional