

MFESP Bank Plan Disclosure Statement

Offered by the Montana Board of Regents of Higher Education

Dated June 15 , 2011



This Disclosure Statement is part of the Montana Family Education Savings Program Bank Plan (MFESP Bank Plan, Bank Plan or the Plan) Enrollment Kit. The Enrollment Kit consists of a Highlights Brochure, this Disclosure Statement, the College Savings Bank Privacy Policy and the Enrollment Form. The Disclosure Statement has been identified by the Montana Family Education Savings Program (MFESP) as the Offering Material (as defined in the College Savings Plans Network Disclosure Principles, Statement No. 4, adopted December 17, 2009) intended to provide substantive disclosure of the terms and conditions of an investment in the Bank Plan. This Disclosure Statement is designed to comply with the College Savings Plans Network Disclosure Principles, Statement No. 4.

If you are not a Montana taxpayer, before investing you should consider whether you or the Beneficiary's home state offers a Qualified Tuition Program that provides its taxpayers with favorable state tax and other benefits that may only be available through an investment in the home state's Qualified Tuition Program, and which are not available through an investment in the Bank Plan. Since different states have different tax provisions, this Disclosure Statement contains limited information about the state tax consequences of investing in the Bank Plan. Therefore, please consult your financial, tax, or other advisor to learn more about how state based benefits (or any limitations) would apply to your specific circumstances.

You also may wish to contact your home state's or any other 529 plan, to learn more about those plans' features, benefits, and limitations. Keep in mind that state-based benefits should be one of many appropriately weighted factors to consider when making an investment decision. In addition, you should periodically assess, and if appropriate, adjust your 529 plan investment choices with your time horizon, risk tolerance, and investment objectives in mind.

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This Disclosure Statement contains important information to be considered in making a decision to contribute to the Bank Plan, including information about risks. Please read it carefully and retain it for future reference. Capitalized terms used in this Disclosure Statement are defined in the Glossary starting on page 27.

FREQUENTLY ASKED QUESTIONS

What is the Bank Plan? The Bank Plan is a Qualified Tuition Program sponsored by the Montana Board of Regents of Higher Education (Board) and managed by College Savings Bank (sometimes referred to as CSB or the Bank,) the Program Manager. The Family Education Savings Trust is a trust created by the State of Montana for which the Board serves as Trustee. The Bank Plan is designed to help individuals and families save for college in a tax-advantaged way and offers valuable advantages including tax-deferred growth, generous contribution limits and a variety of attractive products from CSB, which are insured by the Federal Deposit Insurance Corporation (FDIC). In addition, there are no income limits to open an Account or age limits to be a Beneficiary.

How does the MFESP Bank Plan work? When you enroll in the Bank Plan, you choose one or more Certificate of Deposit (CD) Options that invest in one of three (3) FDIC-insured products; the CollegeSure® CD, InvestorSure® CD or Fixed Rate CDs, based upon your investing preferences and risk tolerance. Each CD product offers different terms and conditions, including rate of return and maturity. All of the contributions made to your Account grow tax-deferred and the distributions are federally and Montana State tax-free if used for Qualified Expenses.

How do I open an Account? To open an Account, we must receive a completed Enrollment Form, which is a contract between you and the Board establishing the obligations of each. You may enroll online or by mail. We cannot process the Enrollment Form if any of the required information is not provided. We have the sole discretion to determine whether an Enrollment Form is complete and accepted and whether the Account has been opened.

How many Accounts can I open? You can open Accounts for as many Beneficiaries as you wish. You may also invest in any of the CD Options offered. Please keep in mind that each Account may have one Account Owner as well as one Joint Account Owner Spouse and only one Beneficiary, and you must complete a new Enrollment Form for each different Beneficiary.

What are the fees associated with the Bank Plan? The Plan does not charge fees to Account Owners or Accounts for opening, maintaining or contributing to an Account. We may charge fees for certain types of transactions, such as withdrawing CDs prior to

maturity or changing Beneficiaries. For more information regarding the Fees associated with the Bank Plan see **Fees and Expenses** starting on page 9.

Can I open my Account through an Authorized Representative? Yes. CSB has entered into agreements with various retail banks, broker/dealers and financial planners who can help you in making decisions regarding investments in the Bank Plan. If you use one of these financial professionals, you pay no commissions or fees. Any commissions are an expense of CSB and do not affect the amount of your contribution. For more information regarding the use of a financial advisor, see **Information About the CD Options: Authorized Representatives** on page 13.

Does the Bank Plan offer any tax benefits? Yes. The Bank Plan offers both Montana State and federal income tax benefits, starting with tax-deferred earnings and a deduction from taxable income for contributions made by Montana taxpayers. The earnings portion of any distribution used to pay for Qualified Expenses are free from Montana State and federal income tax.

How does the State income tax deduction work for the Bank Plan? If you are a Montana taxpayer, you are entitled to a deduction of up to \$3,000 per year for an individual taxpayer and \$6,000 per year for married taxpayers filing jointly, to adjusted gross income in computing your Montana state income tax, based on eligible contributions to the Bank Plan. To be eligible, the contribution must be made to an Account owned by you, your spouse, or your child or stepchild if your child or stepchild is a Montana resident. If you are a Montana taxpayer, you may be subject to a recapture tax on certain Non-Qualified Distributions from your Account. For additional information, please see **Certain State Tax Considerations** on page 21.

Is my Bank Plan Account guaranteed? Although your Plan Account is not guaranteed, it is insured on a pass-through basis by the FDIC up to the maximum amount set by federal law, currently \$250,000. Under this insurance, your interest in the insurable balance of a CollegeSure CD, InvestorSure CD or Fixed Rate CD held pursuant to the Plan will be added to any other deposits you hold in the same right and capacity at the Bank and insured up to the maximum amount. Under applicable FDIC regulations, Accounts that have the same Account Owner will be deemed to be held in the same right and capacity and will be combined for purposes of the \$250,000 limitation. Separate deposit insurance for Accounts with the same Account Owner and Beneficiary may also be available in certain limited circumstances. Please contact a Client Service Representative at 1.800.888.2723 for additional information. Interest that accrues on a Fixed Rate CD or CollegeSure CD is also covered by FDIC deposit insurance, subject to these same limitations. The FDIC has taken the position, however,

that payments similar to the Upside Payment on an InvestorSure CD are not subject to FDIC insurance until the CD matures. Please see **Information About the CD Options** starting on page 13.

How do I make contributions? You may contribute to your Account in several ways including: checks, E-Check, direct deposit plan (ACH), payroll deduction (if your employer offers this service) or through a rollover distribution from another Qualified Tuition Program. Although there is a \$250 minimum contribution before a CD will be issued, if you fund your Account with a direct deposit plan or by payroll deduction in amounts of at least \$25, you can open your Account with an initial deposit of \$25. We will hold your funds in an Accumulator Account until you reach \$250. Please see **Accumulator Account and Savings Account Terms and Conditions** starting on page 18.

Can I change my CD Options? You may change your existing deposits one time per calendar year per Beneficiary. If you have multiple CD Options for a Beneficiary, all changes involving existing deposits for the calendar year for that Beneficiary must be requested on the same day. Additional deposits and enrolling in new CD Options can be done without limitation. Early Withdrawal penalties may apply. For more information on making changes to your Account, see **Maintaining and Making Changes to Your Account** on page 24.

When can I enroll a newborn? A newborn may be enrolled at any time. Keep in mind that you are required to submit the Beneficiary's Social Security Number (SSN) on the Enrollment Form. You may also open an Account naming yourself as the Beneficiary in anticipation of the birth or adoption of a child.

Does my child have to attend college in Montana? No. You can use the assets in your Account toward the costs of nearly any public or private, two-year or four-year college in the U.S. or abroad, as long as the student is enrolled in a U.S.- accredited college, university or technical school that is eligible to participate in U.S. Department of Education student financial aid programs. In fact, many U.S. colleges and universities now have campuses or locations outside of the country, where money from your Account can be used. Your Account can also be used for nearly any graduate school, medical school, or law school, among others, nationwide.

If I enroll in the Bank Plan, can I still apply for financial aid?

Yes. Participation in the Plan does not limit a student's receipt of merit-based financial aid, including academic or athletic scholarships. Like most investments, however, it may affect your ability to receive federal needs-based financial aid. Assets in a MFESP Bank Plan Account are not considered when determining eligibility for Montana financial aid programs.

What happens if my child receives a scholarship or grant?

There are several options you can choose from:

- Use assets in your Account to pay any tuition and required fees not covered by the scholarship or grant;
- Apply assets in your Account toward other Qualified Expenses such as certain room and board expenses and books;
- Change the Beneficiary to another Member of the Family of the current Beneficiary;
- Keep any unused funds in your Account to pay for future Qualified Expenses, including graduate school; or
- Withdraw any unused funds up to the amount of the scholarship or grant without being subject to the 10% additional federal tax (Distribution Tax). Income taxes on earnings, however, will apply. Any previously taken State income tax deduction may have to be recaptured in certain circumstances and Early Withdrawal Penalties may apply.

Can I change the Beneficiary of my Account? Yes. You can transfer your Account to a Member of the Family of the Beneficiary without incurring taxes or penalties. Member of the Family currently includes: Child or Stepchild, Sibling, Stepsibling or Halfsibling, Parent or Stepparent, Grandparent, Grandchild, Niece or Nephew, Aunt or Uncle, First Cousin, Mother- or Father-in-law, Son- or Daughter-in-law, Brother or Sister-in-law, Spouse of any individual listed (except first cousin). A Uniform Gifts or Uniform Transfers to Minors Act account (UGMA/UTMA) Custodian will not be permitted to change the designated beneficiary on an Account.

What if my child does not go to college immediately after high school? The Bank Plan does not require the child to attend college immediately after graduating high school. There are no restrictions on when you can use your Account to pay for college expenses.

What if the Beneficiary or I move out of Montana after I open an Account? You can continue to contribute to your Account, and your Beneficiary can still use the Account to attend any Eligible Educational Institution. However, if you move out of State and no longer pay Montana income tax, you will no longer be eligible to receive the Montana State tax benefits.

What if I experience a financial hardship and need to withdraw the funds for a purpose other than college expenses? You may request a distribution at any time. If the funds are not used for Qualified Expenses (a Non-Qualified Distribution), federal and applicable state income taxes, plus the Distribution Tax, will apply to any earnings portion of your distribution. You must also repay all or part of any Montana income tax deduction you had

previously taken on contributions to your Account. In addition, Early Withdrawal Penalties may apply. For details about specific tax and other penalties, please read **Information About the CD Options: CD Option Profiles** starting on page 14, **Certain Federal Tax Considerations** starting on page 19 and **Certain State Tax Considerations** on page 21.

What if I already have a 529 plan? Can I transfer my Account to the Bank Plan?

Yes. We will accept a rollover of an Account with another Qualified Tuition Program into the Plan. There may be many benefits to moving your Account into the Plan. Foremost among these could be the impact on your Montana taxes. If you are a Montana taxpayer and have an Account in another Qualified Tuition Program in another state, you are not eligible to take the Montana income tax deduction for contributions to your Account. (All Qualified Tuition Programs offer the same federal tax benefits). Please contact a Client Service Representative at 1.800.888.2723 for details. You should also contact the sponsor of your current Qualified Tuition Program for additional details on rolling over your Account. Please be aware that not all states permit direct rollovers from Qualified Tuition Programs. In addition, there may be state income tax consequences (and in some cases state-imposed penalties) resulting from a rollover out of another state's Qualified Tuition Program.

Do my contributions to the Bank Plan qualify as a gift under federal law?

Yes. The Code provides that payments to an Account are completed gifts for federal gift tax purposes and are eligible for the applicable annual exclusion from gift and generation-skipping transfer taxes (in 2011, \$13,000 for a single individual or \$26,000 for a married couple making a proper election). Under certain conditions, you can contribute up to \$65,000 immediately (\$130,000 for married couples) and apply the contribution against the annual exclusion equally over a five-year period. Please consult your tax advisor for more information.

What are the risks involved in investing in the Bank Plan?

As with any investment, there are risks involved in investing in the Bank Plan. To learn about the risks, please read and carefully consider **Plan Risk Factors** on page 10.

Who is College Savings Bank? College Savings Bank is the Program Manager for the MFESP Program, which includes the Bank Plan and the Investment Plan. College Savings Bank has served as the Program Manager for the MFESP Program since 1998. For additional information about College Savings Bank, visit www.collegesavings.com/montana.

Is the Bank Plan the only 529 Plan sponsored by the State of Montana? No. There are two 529 Plans available within the MFESP Program. In addition to the Bank Plan, the MFESP Investment Plan (Investment Plan) is also available.

Where can I find out details about the Investment Plan?

You can call 1.800.888.2723 or visit www.mfesp.com to find out more about the Investment Plan and obtain the offering materials.

Where can I find additional forms and Enrollment Kits?

To obtain forms relating to the Bank Plan or additional Enrollment Kits, visit the Plan website at www.collegesavings.com/montana or call 1.800.888.2723.

How do I contact the Plan?

Phone: 1.800.888.2723

Monday through Friday, 9 a.m. to 6 p.m. Eastern time

Online: www.collegesavings.com/montana

E-mail: montana@collegesavings.com

Regular Mail:

MFESP Bank Plan

c/o College Savings Bank

PO Box 3769

Princeton, NJ 08543

INTRODUCTION

Acknowledgement of Terms. A completed Enrollment Form includes an acknowledgement that you agree to be bound by the terms and conditions of the Disclosure Statement and the Enrollment Form. The Disclosure Statement and, when executed by you, the Enrollment Form, constitutes the entire agreement between you and the Trust.

Accuracy of Information in Disclosure Statement. The information in this Disclosure Statement is believed to be accurate as of the cover date, but it is subject to change without notice. No one is authorized to provide information that is different from the information in the most current form of this Disclosure Statement.

Other Important Information. 529 plans are intended to be used only to save for Qualified Expenses. The MFESP Bank Plan is not intended to be used, nor should it be used, by any taxpayer for the purpose of evading federal or state taxes or tax penalties. Taxpayers may wish to seek tax advice from an independent tax advisor based on their own particular circumstances.

ESTABLISHING AN ACCOUNT

Eligibility. To participate in the Bank Plan, you must be a U.S. citizen (or a resident alien), or an entity that is organized in the U.S. and be 18 years or older. By signing the Enrollment Form, you irrevocably consent and agree that the Account is subject to the terms and conditions of the Disclosure Statement.

A qualified individual in his or her capacity as a Custodian under a UGMA/UTMA may open an Account for a minor and designate the minor as the Account Owner and Beneficiary. The UGMA/UTMA Custodian will control the Account until the Beneficiary reaches the age of majority under the applicable UGMA/UTMA statute, at which time, the Beneficiary may take control of the Account. The UGMA/UTMA Custodian will not be permitted to change the Beneficiary.

A scholarship Account may be opened only by a state or local government, or a charitable organization qualifying under section 501(c)(3) of the Code. A Beneficiary does not need to be named when a scholarship Account is opened.

Opening an Account. To open an Account, you must complete and sign an Enrollment Form and open an Account either online or in writing. By signing the Enrollment Form, you agree that your Account is subject to the terms and conditions of this Disclosure Statement.

Selecting a Beneficiary. You can set up an Account for your benefit, for your child, grandchild, spouse, another relative, or even someone not related to you. Each Account can have only one (1) Beneficiary at any time. However, you may have multiple Accounts for different Beneficiaries. Also, different Account Owners may have an Account for the same Beneficiary within the Plan, but contributions to an Account will be limited if the total assets held in all Accounts for that Beneficiary exceed the Maximum Account Balance. See **Contributing to Your Account: Maximum Account Balance** on page 9. The Beneficiary may be of any age; however, the Beneficiary must be an individual and not a trust or other entity. A Beneficiary does not have to be named on the Enrollment Form when the Account Owner is a tax exempt organization, as defined in the Code, and the Account has been established as a general scholarship fund.

Joint account ownership. Joint Account ownership is available for spouses only. The name and Social Security Number of the first Account Owner listed on the Enrollment Form (primary Account Owner) will be used for IRS reporting purposes. If you open an Account online, only the primary Account Owner may register an email address with the Bank Plan as well as create a

password to transact online. Account statements, transaction confirmations, and Disclosure Statements and supplements, as well as correspondence from the Investment Plan will be mailed to the address on file for the primary Account Owner (or the primary Account Owner will receive notification to the registered email address if electronic delivery of these documents is chosen). You can choose to have duplicate Account statements mailed to the Joint Account Owner at another address as an interested party by completing the appropriate form.

Successor account owner/custodian. You may designate a Successor Account Owner (to the extent permissible under applicable law) to succeed to all of your rights, title, and interest in your Account upon your death. You can make this designation on the Enrollment Form, online, or in writing. We must receive and process your request before the Successor Account Owner/Custodian designation can be effective. You may revoke the designation of a Successor Account Owner/Custodian at any time by submitting an Successor Account Owner Designation Form. Forms may be obtained from our website at www.collegesavings.com/montana or by calling us at 1.800.888.2723. If your Account is jointly owned, the surviving Account Owner will become the sole owner of the Account upon the death of the other Joint Account Owner.

Multiple Accounts. You may open multiple Accounts and an individual may be the Beneficiary of more than one (1) Account. Balances in multiple Accounts (including the Investment Plan) with the same Beneficiary are aggregated for purposes of monitoring the Maximum Account Balance. See **Contributing to Your Account: Maximum Account Balance** on page 9.

Documents in Good Order. To process any transaction in the Plan, all necessary documents must be in good order, which means executed when required and properly, fully and accurately completed.

Account Statements. We will send you an annual statement that will include the Account balance, as well as all contributions, distributions and earnings that occurred during the preceding twelve (12) months. Direct deposit customers will also receive quarterly statements reflecting account activity and balances. Generally quarterly statements are distributed in November, February and May and annual statements are distributed in August. This schedule is subject to change in the sole discretion of the Plan.

CONTRIBUTING TO YOUR ACCOUNT

Your initial contributions to the Account and later contributions can be made by personal check, cashier's check issued by a U.S. financial institution, certified check, E-Check, direct deposit plan, payroll deduction, through a rollover distribution from another Qualified Tuition Program. All contributions must be in U.S. dollars. Direct deposit plan and E-Check contributions can be selected by completing the appropriate area on the Enrollment Form.

Contributions by Check. You may make your initial contribution by check. The initial minimum contribution of \$250 must accompany your Enrollment Form. Any additional contributions you make by check should be at least \$250. Checks must be made payable to MFESP, CSB as Manager. Third-party personal checks must be payable to you or the Beneficiary and be properly endorsed by you or the Beneficiary to MFESP, CSB as Manager. Additional contributions by check should be accompanied by a deposit slip. Deposit slips are included in your Account statements and in coupon books we send you; and are available at www.collegesavings.com/montana or by contacting a Client Service Representative at 1.800.888.2723.

Contributions by check by mail received before 2:00 p.m. Eastern time are credited on the same Exchange Business Day.

Contributions by check by mail received after 2:00 p.m. Eastern time are credited on the next Exchange Business Day.

E-Check. You may also contribute by E-Check. Each contribution must be in an amount of at least \$250. You may authorize us to withdraw funds by E-Check from a checking or savings account for both initial and/or additional contributions to your Account, provided you have submitted certain information about the bank account from which the money will be withdrawn. E-Check transactions can be completed through the following means: (i) by providing E-Check instructions on the Enrollment Form; (ii) by submitting E-Check instructions online after enrollment at www.collegesavings.com/montana; or (iii) by contacting a Client Service Representative at 1.800.888.2723. We do not charge a fee for contributing by E-Check. The daily maximum contribution by E-Check is \$250,000. All contributions by E-Check are credited on the next Exchange Business Day.

Direct Deposit Plan (ACH Plan). You may contribute to your Account by authorizing us to receive periodic automated debits from a checking or savings account at your bank if your bank is a member of the Automated Clearing House. You can initiate an ACH Plan either when you enroll by completing the ACH Plan section of the Enrollment Form or after your Account has been opened, either online, over the phone (provided you have previously submitted certain information about the bank account from which

the money will be withdrawn), or in writing by submitting a Direct Deposit Authorization and Change Form. ACH Plan contributions must equal at least \$25 per month or \$75 per quarter. Your ACH Plan authorization will remain in effect until we have received notification of its termination from you and we have had a reasonable amount of time to act on it.

You may terminate your ACH Plan at any time. Any changes to, or termination of, an ACH Plan must be received at least three (3) Exchange Business Days before a scheduled debit from your bank account and will become effective as soon as we have had a reasonable amount of time to act on it.

There is no charge for enrolling in an ACH Plan. ACH Plan debits from your bank account will occur on the 1st and/or the 20th of the month, provided the day is a regular Exchange Business Day. If the day you indicate falls on a weekend or New York Stock Exchange holiday, the ACH Plan debit will occur on the next Exchange Business Day. Quarterly ACH Plan debits will be made on the 1st and/or 20th day of the month every three (3) months, or the next Exchange Business Day, if applicable. If you do not designate a date, your bank account will be debited on the 20th of the applicable month. Contributions by ACH or wire transfer are credited on the Exchange Business Day the Bank receives the funds.

The start date for an ACH Plan must be at least three (3) Exchange Business Days from the date of receipt of the ACH Plan request. If a start date for an ACH Plan is less than three (3) Exchange Business Days from the date of the receipt of the ACH Plan request, the ACH Plan will start on the requested day in the next succeeding month.

Payroll Deduction. You may be eligible to make automatic, periodic contributions to your Account by payroll deduction (if your employer offers such a service). You may make your initial investment by payroll deduction or set up payroll deduction for additional contributions to your Account. The minimum payroll deduction contribution is \$25 per paycheck. Contributions by payroll deduction will only be permitted from employers able to meet our operational and administrative requirements. You must complete payroll deduction instructions by logging into your Account at www.collegesavings.com/montana, selecting the payroll deduction option, and designating the contribution amount in the instructions. You will need to print these instructions and submit them to your employer. Your employer must establish payroll deduction with the Plan in order to initiate payroll deductions for your Account.

Rollover Contributions. You can contribute to the Bank Plan by rolling over assets from another Qualified Tuition Program to your Account for the benefit of the same Beneficiary. You can also rollover assets from your Account or another Qualified Tuition

Program to a Beneficiary who is a Member of the Family of your current Beneficiary. See **Maintaining and Making Changes to Your Account: Options for Unused Contributions: Changing a Beneficiary, Transferring Assets to Another of Your Accounts** on page 24. A rollover for the same Beneficiary is restricted to once per 12-month period.

Incoming rollovers can be direct or indirect. A direct rollover is the transfer of money from one Qualified Tuition Program directly to another. An indirect rollover is the transfer to you of money from an account in another state's Qualified Tuition Program; you then contribute the money to your Account. To avoid federal income tax consequences and the Distribution Tax, you must contribute an indirect rollover within 60 days of the distribution. You should be aware that not all states may permit direct rollovers from Qualified Tuition Programs. In addition, there may be state income tax consequences (and in some cases state-imposed penalties) resulting from a rollover out of a state's Qualified Tuition Program.

Moving Assets from an UGMA/UTMA Account. If you are the custodian of an UGMA/UTMA account, you may be able to open an Account in your custodial capacity, depending on the laws of the state where you opened the UGMA/UTMA account. These types of accounts involve additional restrictions that do not apply to regular 529 plan accounts. The Plan Officials are not liable for any consequences related to your improper use, transfer, or characterization of custodial funds. In general, your UGMA/UTMA custodial account is subject to the following additional requirements and restrictions:

- You must indicate that the Account is an UGMA/UTMA account by checking the appropriate box on the Enrollment Form;
- You must establish an Account in your custodial capacity separate from any Accounts you may hold in your individual capacity;
- You will be permitted to make distributions only in accordance with the rules applicable to distributions under applicable UGMA/UTMA law;
- You will not be permitted to change the Beneficiary of the Account (directly or by means of a Rollover Distribution), except as may be permitted by applicable UGMA/UTMA law;
- You will not be permitted to change the Account Owner to anyone other than a successor Custodian during the term of the custodial account under applicable UGMA/UTMA law;
- You must notify us when the custodianship terminates and your Beneficiary is legally entitled to take control of the Account. At that time, the Beneficiary will become the Account Owner and will become subject to the provisions of the Plan applicable to non-UGMA/UTMA Account Owners;

- Any tax consequences of a distribution from an Account will be imposed on the Beneficiary and not on the Custodian; and
- We may require you to provide documentation evidencing compliance with the applicable UGMA/UTMA law.

In addition, certain tax consequences described under **Certain Federal Tax Considerations** starting on page 19 and **Certain State Tax Considerations** on page 21 may not be applicable in the case of Accounts opened by a custodian under UGMA/UTMA. Moreover, because only contributions made in "cash form" may be used to open an Account in the Bank Plan, the liquidation of non-cash assets held by an UGMA/UTMA account would be required and would generally be a taxable event. Please contact a tax advisor to determine how to transfer assets held in an existing UGMA/UTMA account and what the implications of such a transfer may be for your specific situation.

Moving Assets from a Coverdell Education Savings Account.

You may fund your Account by moving assets from a Coverdell Education Savings Account (ESA). Please indicate on the Enrollment Form or with any additional contributions that the assets were liquidated from the ESA. Unlike UGMA/UTMA accounts, the Beneficiary may be changed to a Member of the Family of the beneficiary of an ESA. Making distributions from an ESA to fund an Account for the same Beneficiary is not a taxable transaction. Consult your tax advisor for more information.

Redeeming U.S. Savings Bonds. You may fund your Account with proceeds from the redemption of certain U.S. Savings Bonds. In certain cases, you may redeem U.S. Savings Bonds under the education tax exclusion. Please visit www.savingsbonds.gov to determine if you are eligible for this exclusion.

Additional Form Requirements for Rollovers, ESAs and Series EE or Series I Bonds. Rollover contributions and other transfers to your Account must be accompanied by an Direct Rollover Form as well as any other information we may require, including the information required for certain contributions described below. To rollover assets for the same Beneficiary into an Account in the Plan, you must complete a Direct Rollover Form and an Enrollment Form (or Deposit Slip for existing Accounts).

When making a contribution to your Account with assets previously invested in an ESA, a redemption of Series EE and Series I bonds or a rollover, you must indicate the source of the contribution and provide us with the following documentation, as applicable:

- In the case of a contribution from an ESA, an account statement issued by the financial institution that acted as custodian of the account that shows basis and earnings.

- In the case of a contribution from the redemption of Series EE or Series I U.S. Savings Bonds, an account statement or Form 1099-INT issued by the financial institution that redeemed the bond showing interest from the redemption of the bond.
- In the case of a rollover, either you or the previous Qualified Tuition Program must provide us with a statement issued by the distributing program that shows the earnings portion of the distribution.

Please visit www.collegesavings.com/montana or contact a Client Service Representative at 1.800.888.2723 for any of the forms you may need. Until we receive the documentation described above, as applicable, we will treat the entire amount of the contribution as earnings in the Account receiving the transfer.

Crediting Your Contributions. If you have contributed a sufficient amount to your Account to purchase a CD, the CD will be purchased on your behalf on the Contribution Date. If you are investing in CollegeSure CD or Fixed Rate CD Options, you will also begin to accrue interest on the Contribution Date. See **Information About the CD Options: CD Option Profiles** starting on page 14.

Maximum Account Balance. You can contribute up to a Maximum Account Balance of \$350,000 (accurate as of 7/31/10) for each Beneficiary. The aggregate market value of all accounts for the same Beneficiary under all Qualified Tuition Programs sponsored by the State are counted toward the Maximum Account Balance regardless of the Account Owner. Earnings may cause the account balances for any one Beneficiary to exceed \$350,000 and no further contributions will be allowed at that point. If a contribution is made to an Account that would cause the aggregate balance of all accounts to exceed the Maximum Account Balance, all or a portion of the contribution amount will be returned to you or the contributor. If you are enrolled in an ACH Plan, the ACH Plan will be discontinued.

Should the Board decide to increase this amount, which it evaluates annually, additional contributions up to the new Maximum Account Balance will be accepted.

Excess Contributions. The excess portion of any contributions received that would cause the Account balance to exceed the Maximum Account Balance (as determined by the close of business on the day prior to our receipt of your contribution) will be returned to you. If a contribution is applied to an Account and we later determine the contribution to have caused the aggregate market value of the account(s) for a Beneficiary in all Qualified Tuition Programs sponsored by the State to exceed the Maximum Account Balance, we will refund the excess contributions and any earnings thereon to the contributor. Any refund of an excess contribution may be treated as a Non-Qualified Distribution.

If you, the Program Manager or the Board discovers that you inadvertently made an excess contribution with respect to a Beneficiary and it is not rejected and returned, you must promptly withdraw the contribution or roll it over to another Account for another Beneficiary. Failure to withdraw excess contributions could result in the disqualification of the Account.

Discontinuing ACH Plans or Payroll Deductions. The amount or frequency of contributions can be changed or stopped at any time. To discontinue or reinstate ACH Plans, or to change the frequency, amount or maturities of CD purchases, you must notify us in writing, or complete a Direct Deposit Authorization and Change Form. To make similar changes to payroll deductions, including stopping payments or changing amounts, contact your employer's payroll department.

Contributions from Non-Account Holders. A person does not need to be the Account Owner to contribute to an Account. However, a contributor who is not the Account Owner will have no rights with respect to the assets contributed into the Account. A contributor who is not an Account Owner should obtain advice from a tax professional about the gift tax consequences of the contribution. See **Certain Federal Tax Considerations** starting on page 19 and **Certain State Tax Considerations** on page 21.

FEES AND EXPENSES

No Asset-Based Fees. The Bank Plan does not charge any application, maintenance or distribution fees. We reserve the right, however, to charge Account Owners such fees in the future. You will be notified of any such fees, if adopted, and the fees will apply prospectively only.

Service-Based and Other Fees. We reserve the right to charge service-based and other fees if the Board and the Bank determine them to be necessary and reasonable. We may also impose certain transaction fees for the transactions specified on the following chart:

TRANSACTION	FEE AMOUNT
Overnight Delivery	\$15
Outgoing Wires	\$35
Reissue of Disbursement Checks	\$35
Change of Beneficiary— First Time	\$0
Change of Beneficiary— Second Time and additional times thereafter	\$50

* Subject to change without prior notice. We reserve the right to not reimburse fees charged by financial institutions for contributions made either via ACH Plan or E-Check that are cancelled due to insufficient funds in the bank account from which the money is withdrawn.

PLAN RISK FACTORS

Key Risk Factors of the Bank Plan. This Section includes a discussion of the key general and investment risks you should consider before making any decisions about opening an Account or making any additional contributions. The contents of this Disclosure Statement should not be construed as legal, financial, or tax advice. You should consult an attorney or a qualified financial or tax advisor with any legal, business, or tax questions you may have. In addition, no investment recommendation or advice you receive from any Financial Advisor or any other person is provided by, or on behalf of, the Plan Officials.

GENERAL RISKS

FDIC Insurance. Funds held in the Bank Plan are insured up to applicable limits by the FDIC. For this purpose, an Account Owner's interest in the principal balance of a CollegeSure CD, InvestorSure CD or Fixed Rate CD will, for deposit insurance purposes, be added to any other deposits the Account Owner holds in the same right and capacity at the Bank and insured up to the maximum amount set by federal law, currently \$250,000. Interest that accrues on a Fixed Rate CD or CollegeSure CD is also covered by FDIC deposit insurance, subject to these same limitations. The FDIC has taken the position, however, that payments similar to the Upside Payment on an InvestorSure CD are not subject to FDIC insurance until the CD matures. An Account that is fully insured by the FDIC at the time of deposit may not be fully insured at a later date if the insurable balance of the Account, when aggregated with any other Accounts held in the same right and capacity by the Account Owner at College Savings Bank, grows to more than \$250,000.

The application of FDIC insurance to Accounts involves several technical interpretations of the FDIC rules. It is possible that the FDIC will not agree with these interpretations or that the FDIC will change its interpretation of its own rules in a way that adversely affects the insurance applicable to some or all Plan Accounts. In the case of any such disagreements or changes, we will notify affected Account Owners and will waive Early Withdrawal Penalties to the extent that an Account Owner seeks to withdraw funds because of the lack of full coverage. Such withdrawals may be considered a Non-Qualified Distribution unless the funds are rolled over into another 529 plan. Such a rollover may be considered a Non-Qualified Distribution if there was another investment exchange made for that Account during the calendar year.

No Other Guarantees. There is no other insurance and there are no other guarantees for the CD Options. Therefore, neither your contributions to your Account nor any investment return earned on your contributions are guaranteed by the Plan Officials.

Fixed Maturities; Non-Qualified Distributions; Distribution Tax; Early Withdrawal Penalties. Relative to investing for retirement, the holding period for college investors is very short (i.e., 5–20 years versus 30–60 years). Also the need for liquidity during the withdrawal phase (to pay for Qualified Expenses) generally is very important. Each CD Option invests in CDs with fixed maturities of 1 to 22 years. Therefore, you should periodically assess, and if appropriate, adjust your 529 plan investment choices with your time horizon, risk tolerance, and investment objectives in mind.

You should save for college expenses through a 529 plan such as the Bank Plan only if you expect to use the funds to pay for Qualified Expenses. If you withdraw the funds in your Account before they are needed for Qualified Expenses or you use funds for purposes other than for Qualified Expenses, you may be subject to the Distribution Tax.

If you redeem a CD in whole or part before maturity, the Bank will impose an Early Withdrawal Penalty that may be as high as 10% of principal. Please see **Information About the CD Options: CD Option Profiles** starting on page 14.

Limited Investment Direction; Liquidity. Investments in a Qualified Tuition Program are considered less liquid than other types of investments (e.g., investments in mutual fund shares) because the circumstances in which you may withdraw money from a Qualified Tuition Program account without a penalty or adverse tax consequences are significantly more limited. Once you select a CD Option for a particular contribution, Section 529 of the Code provides that you can move money or transfer from that CD Option to another only once per calendar year for the same Beneficiary. Any additional transfers within that calendar year will be treated as Non-Qualified Distributions, and they will be subject to federal and any applicable state income taxes and the Distribution Tax. In addition, because the CD Options are comprised of fixed maturity CDs, Early Withdrawal Penalties may apply to the transfer of funds from one CD Option to another.

If you direct that upon maturity the proceeds of a CD be invested other than in accordance with the reinvestment rules described in this Disclosure Statement, you could be considered to have made your once per calendar year investment exchange. If you made another investment exchange within the calendar year in any 529 plan offered by the State of Montana for the same Beneficiary, a change in investment direction upon the maturity of a CD could be considered a Non-Qualified Distribution.

An investment in a CD is not the equivalent of a demand deposit in a checking account. Although you may take a distribution of funds from your Account, a check for the amount withdrawn (after reduction for possible Early Withdrawal Penalties) will be issued (i) up to 30 days after the Bank receives notice of the distribution

request; and (ii) InvestorSure CD early withdrawals can only occur on the anniversary date of the InvestorSure CD's Issue Date, provided that we receive proper written notice of the distribution request in good order. See **Information About the CD Options: CD Option Profiles** starting on page 14.

Discretion of the Board and CSB; Potential Changes to the Plan.

The Board and CSB have the sole discretion to determine which CD Options will be available in the Plan. For example, the Plan Officials may change the Plan's Fees and charges; add, subtract or modify CD Options; close a CD Option to new investors; or change the Program Manager. Depending on the nature of the change, you may be required to participate, or be prohibited from participating, in the change with respect to Accounts established before the change. If Plan Officials terminate the Plan, you may be required to take a Non-Qualified Distribution for which tax and penalties, including the Distribution Tax and Early Withdrawal Penalties, may be assessed. If you established your Account prior to the time a change to the Plan is made available, you may be required to participate in such changes or may be prohibited (according to Section 529 regulations or other guidance issued by the IRS) from participating in the Plan changes, unless you open a new Account.

In addition, the Board may terminate the Plan by giving written notice to you. If this happens, the assets in your Account will be distributed to you. Any amounts distributed are subject to any charges due; to any charge, payment, or penalty required by law to be withheld; and to allowances for any terminating or winding up expenses. Any transaction costs associated with a liquidation will be borne by the Accounts invested in the CD Options.

Suitability. The Plan Officials make no representation regarding the suitability or appropriateness of the CD Options as an investment. Other types of investments may be more appropriate depending upon your financial status, tax situation, risk tolerance, age, investment goals, savings needs, and the investment time horizons of you or your Beneficiary. You should consult a tax or investment advisor to seek advice concerning the appropriateness of this investment. There are programs and investment options other than the Plan available as education investment alternatives. They may entail tax and other fee or expense consequences and features different from the Plan including, for example, different investments and different levels of account owner control. You may wish to consider these alternatives prior to opening an Account.

Meeting College Expenses Not Guaranteed. Even if your Account(s) for a Beneficiary meets the maximum allowed under the Plan, there is no assurance that the money in your Account will be sufficient to cover all the education expenses your Beneficiary may incur, or that the rate of return on your investment will match or exceed the rate at which higher education expenses may rise each year.

IRS Regulations Not Final. As of the date of this Disclosure Statement, the IRS has not issued final tax regulations regarding Qualified Tuition Programs. The Bank Plan has not sought nor has it received a private letter ruling from the IRS regarding the status of the Bank Plan under Section 529 of the Code. If the IRS again begins issuing such private letter rulings, the Board may, in its sole discretion, determine to seek such a ruling in the future.

Dependence on Qualified Tuition Program Status. If the Bank Plan did not qualify as a Qualified Tuition Program, you would lose important tax benefits such as the ability to defer tax on the interest earned on your Account and tax-free Qualified Distributions.

Effect of Future Law Changes. It is possible that future changes in federal or state laws or court or interpretive rulings could adversely affect the terms and conditions of the Plan or the value of your Account, or the availability of state tax deductions, even retroactively. Specifically, the Plan is subject to the provisions of and any changes to or revocation of the Enabling Legislation. In addition, it is the Board's intention to take advantage of Section 529 of the Code and therefore, the Plan is vulnerable to tax law changes or court or interpretive rulings that might alter the tax considerations described in **Certain Federal Tax Considerations** starting on page 19.

Death of Account Owner. Upon the death of the Account Owner, the following will occur:

- 1) If the Account was jointly owned, the surviving Joint Account Owner will become the sole Account Owner.
- 2) If there is no Joint Account Owner and a Successor Account Owner has been designated, the designated successor will become the Account Owner. Please note that the designation of a Successor Account Owner could cause the Account to be aggregated with other accounts of the owner at the Bank for purposes of the \$250,000 limitation on FDIC insurance coverage.
- 3) If there is no surviving Joint Account Owner or designated Successor Account Owner and the designated Beneficiary is at the age of majority or older, account ownership will be transferred to the designated Beneficiary.
- 4) If there is no surviving Joint Account Owner or designated Successor Account Owner and the designated Beneficiary is a minor at the time of the Account Owner's death, the Account will be transferred to the legal guardian for the designated Beneficiary as custodian under the applicable Uniform Transfers or Uniform Gifts to Minors Act. If the designated Beneficiary does not have a legal guardian designated, the Account Owner's personal representative will be allowed to designate a Custodian for the Account.

Tax Considerations; Tax Credit Recapture. The federal and state tax consequences associated with participating in the Plan can be complex. In particular, you, as the Account Owner (not the contributor), must repay all or part, depending on the circumstances, of the State income tax deduction claimed in prior taxable years by any contributors to your Account if you take a Non-Qualified Distribution from your Account (including any rollover from your Account into another state's Qualified Tuition Program or any withdrawals of your Account within 36 months after the Account was opened). See **Certain State Tax Considerations: Recapture of Montana Income Tax Deduction** on page 21. You should consult a tax advisor regarding the application of tax laws to your particular circumstances.

Securities Laws. The interests in the Accounts in the Plan may be considered municipal fund securities. The interests will not be registered as securities with the Securities and Exchange Commission (SEC) or any state securities regulator. In addition, the CD Options will not be registered as investment companies under the Investment Company Act of 1940. Neither the SEC nor any state securities commission has approved or disapproved the Plan or the CD Options or passed upon the adequacy of this Disclosure Statement.

Relationship to Financial Aid. A Beneficiary may wish to participate in federal, state, or institutional loan, grant, or other programs for funding higher education. An investment in the Bank Plan may have an adverse impact on the Beneficiary's eligibility to participate in needs-based financial aid programs. Generally, if you are the parent, Account information would be included on the Free Application for Federal Student Aid (FAFSA) form as a parental asset, which is assessed at a lower rate than a student's asset would be. Currently, if a dependent student is the Account Owner, the assets in the Account will generally not be considered the student's asset. Available balances in an Account will be treated as an asset of (a) the Beneficiary if the Beneficiary is an independent student; or (b) the parent if the Beneficiary is a dependent student, regardless of whether the Account Owner is the Beneficiary or the parent. Since the treatment of Account assets under any such program may have a material effect on your Beneficiary's eligibility to receive valuable benefits under financial aid programs, you or your Beneficiary will need to check the applicable laws or regulations or check with the financial aid office of an Eligible Educational Institution and/or your tax advisor regarding the impact of an investment in the Plan on needs-based financial aid programs. Plan Accounts are not considered when determining eligibility for state financial aid programs in Montana. If you are not a Montana resident, check with your state for more information.

Relationship of Your Account to Medicaid Eligibility. It is unclear how local and state government agencies will treat Qualified Tuition Program assets for the purpose of Medicaid eligibility. Although there are federal guidelines under Title XIX of the Social Security Act of 1965, each state administers its Medicaid program and rules could vary greatly from one state to the next. You should check with an attorney, a tax advisor, or your local Medicaid administrator regarding the impact of an investment in the Plan on Medicaid eligibility.

Issues Relating to Account Ownership. Although contributions to your Account are treated for tax purposes as gifts to the Beneficiary, your Account may be treated for other purposes as your assets. This may be important in the case of governmental programs that take into account a person's assets for purposes of determining benefits.

INVESTMENT RISKS

General CD Option Risks; Lack of Immediate Liquidity. Each CD Option has its own strategy and, as a result, its own maturity and performance characteristics. In choosing the appropriate CD Option(s) for your Account, you should consider your investment objectives, time horizon, and other factors you determine to be important. These CD Options may not be suitable for some investors. The CD Options invest in CDs with maturities from 1 to 22 years. You should not invest your money in the Plan if you do not have the intent or ability to maintain your investment for the full term of the applicable CD.

COLLEGESURE CD RISKS

Reliance on the College Board's Independent College 500® Index (IC 500®). CollegeSure CDs are variable rate CDs which are indexed to college costs as determined by the IC 500. The variable rate is subject to a maximum interest rate. There can be no assurance that your account balance upon maturity will be sufficient to meet the qualified expenses as measured by the IC 500.

Although the IC 500, to which the CollegeSure CD is indexed, measures tuition, fees, room and board costs and rates of change in these costs at the 500 independent colleges represented by the IC 500, the IC 500 is not necessarily representative of all higher education institutions as a whole, nor any independent institution in particular.

INVESTORSURE CD RISKS

Uncertainty of an Investment Return. Because the InvestorSure CD Closing Market Value (CMV) is determined by a number of market factors affecting the Standard & Poor's® 500 Composite Stock Index (S&P 500®), the investment return of the InvestorSure CD may be more or less than a fixed rate of interest earned from other standard CDs. If there is no change, or if there is a decrease in the Market Measure from the Starting Market Value (SMV) to the CMV, you will not be paid an Upside Payment. CSB does not guarantee any specific rate of interest, and offers no warranties, either expressed or implied, that the InvestorSure CD will result in any Upside Payment. CSB disclaims any liability for damages incurred by you as a result of the purchase of an InvestorSure CD, including compensatory, punitive, indirect or consequential damages (including lost profits).

Different Investment Return Compared with an S&P 500 Mutual Fund. The InvestorSure CD is different from an investment in a mutual fund that consists of component stocks included in the S&P 500. A return on an investment in such a mutual fund includes dividends paid on the component stocks and reflects direct changes in the prices of such stocks. Returns from an InvestorSure CD do not include dividends. Further, the return on an InvestorSure CD could be lower or higher than the return on an S&P 500 mutual fund because the InvestorSure CD moderates its return by averaging the return on the S&P 500 and reducing the investment return by applying a Market Participation Factor of less than 100%. See **Information About the CD Option Profiles: InvestorSure CD** starting on page 15.

Suitability. While your principal is protected pursuant to FDIC regulations, you should not invest your money in this CD Option if you are unable or unwilling to accept the risk that you might receive no return on your invested principal. You should not invest your money in this CD Option if you want an investment that fluctuates directly with the equity market. Past performance is no guarantee of future performance.

INFORMATION ABOUT THE CD OPTIONS

In this Section, you will find information about the CD Options, including a discussion of the CollegeSure CD, the InvestorSure CD, Fixed Rate CDs and the Accumulator and Savings Accounts. You should consider the information in this Section carefully before choosing to invest in one or more CD Options. Information related to each CD Option's strategy and risks has been provided by the Program Manager. If you have questions about any of the investment-related information in this Section you should call a Client Service Representative at 1.800.888.2723 prior to making an investment decision.

Assets Held in Trust. Your Account assets are held in the Trust. Your Account is held for your exclusive benefit and may not be transferred or used by the Plan Officials for any purpose other than those of the Trust. Please keep in mind that you will not own the CDs. You are purchasing interests issued by the Trust composed of one or more CD Options, which invest your contributions in the CDs offered.

CD Option Changes. Plan Officials may (i) change the policies, objectives, and guidelines of the CD Options from time to time (ii) change the CDs that are offered under the Plan; and (iii) modify, add, and cancel CD Options at any time without prior notice. If Plan Officials make any changes to the CD Options, any CDs already purchased will maintain the same terms and conditions as of their original issue date. New contributions, however, may be invested in a CD Option that is different from your original CD Option. Neither you, your Beneficiary, nor any contributor to your Account may direct the CDs in which each CD Option invests.

Investment Risks. For a discussion of the key investment risks of the CD Options, please see **Investment Risks** starting on page 12.

CD Option Selection. For each new contribution, you can select from any of the CD Options when you make your contribution.

Changing CD Options. Once your CD Option is selected for a particular contribution, IRS guidance provides that you can move money or transfer from one CD Option to another once per calendar year for the same Beneficiary.

Authorized Representatives. Pursuant to agreements with CSB, various retail banks, broker/dealers and financial planners act as agents in effecting sales to their customers relating to the MFESP Bank Plan, and CSB has agreed to pay them commissions depending on the product and maturity of each CD sold under the agreements. You pay no commissions to any authorized representative in connection with purchases relating to the Bank Plan. The commissions are an expense of the Bank and do not affect the amount of your contribution.

CD Option Summary. You can choose between three (3) different CD Options (the CollegeSure CD, the InvestorSure CD, or Fixed Rate CDs) at the time the Account is established and at the time each subsequent contribution is made, subject to the \$250 minimum contribution requirement. See **Contributing to Your Account** starting on page 7.

CD OPTION PROFILES

The following profiles highlight the investment objective and strategy of each CD Option.

Issuer. All CDs are issued by CSB, a New Jersey-chartered savings bank. CSB's deposits are insured up to applicable statutory limits by the FDIC. Each CD is governed by the statutes, rules and regulation of the State of New Jersey and the FDIC; CSB's certificate of incorporation and by-laws; the regulations, rules and practices adopted by CSB; and general savings bank practices.

FDIC Insurance. Your interest in the principal and accrued interest on a CD will, for FDIC deposit insurance purposes, be added to any other deposit accounts you hold at College Savings Bank (including any deposit accounts you hold under other 529 plans) in the same right and capacity and insured by the FDIC up to \$250,000 in the aggregate. For this purpose, all Accounts with the same Account Owner will be deemed to be held in the same right and capacity and will be combined for purposes of this \$250,000 limitation. FDIC deposit insurance is backed by the full faith and credit of the U.S. Government. Separate deposit insurance for Accounts with the same Account Owner and Beneficiary may also be available in certain limited circumstances. Please contact a Client Service Representative at 1.800.888.2723 for additional information.

Minimum Deposit Amounts. For each CD Option, the minimum initial contribution is \$250. Subsequent contributions per CD Option are also \$250. Additional contributions may not be made to existing CDs but may be made into an existing Account to purchase new CDs offered by CSB under any of the three (3) available CD Options.

If you do not intend to contribute \$250 at one time, you may contribute \$25 per month if you use an ACH Plan or \$25 per pay period using payroll deduction. ACH Plan contributions or payroll deductions are held in an Accumulator Account until the balance of your Account reaches \$250. Once the funds reach the \$250 level, they are used to purchase a CollegeSure CD, InvestorSure CD or Fixed Rate CD, as applicable. See **Contributing to Your Account** starting on page 7 for further details. The interest rate on an Accumulator Account is the same as the interest rate paid on a savings account at CSB, which is published online at www.collegesavings.com/montana.

COLLEGESURE CD

Product. CollegeSure CDs are variable rate CDs which are indexed to college costs. The variable rate is subject to a maximum interest rate.

Maturities Available. 1 to 22 years. The maturity date of each CollegeSure CD is July 31 of the year in which it matures.

Interest Rate. CollegeSure CDs pay interest each year they remain outstanding at a variable interest rate equal to the prior July 31 college inflation rate, as measured by the IC 500 less an issue margin determined on the Contribution Date. The variable interest rate will be subject to a maximum rate (or cap) which is also determined on Contribution Date. The interest rate will be reset on July 31 each year based on the change in the IC 500 and the interest rate cap.

The current issue margin and interest rate cap are published online at www.collegesavings.com/montana. Account Owners will receive the published issue margin and interest rate cap on the Contribution Date. To lock in a posted margin and interest rate cap, you must open and fund your account online with a minimum investment of \$250. If you prefer to mail in a check to fund the CD, the account will be opened at the issue margin and interest rate cap for the term selected on the Contribution Date.

Annual Percentage Yield (APY). The APY of each CollegeSure CD is the lesser of (a) the prior July 31 college inflation rate as measured by the IC 500 less an issue margin, or (b) the maximum interest rate determined by the CD's interest rate cap. The issue margin and the interest rate cap are both determined at the time of the CD's issuance. The APY can be zero percent.

Accrual, Crediting and Compounding. Interest begins to accrue on the Contribution Date. Interest on each CollegeSure CD is compounded and credited on July 31 immediately following the Contribution Date and annually each July 31 thereafter. No interest will be earned after the Maturity Date unless the CD is renewed for another term.

Options at Maturity. We will provide written notification at least 60 days before the Maturity Date. You must provide written instructions at least 30 days prior to the Maturity Date if you would like the proceeds upon maturity of the CollegeSure CD to be invested other than in accordance with the default actions described in this document. If you provide instructions in good order, funds will be disbursed from your Account no later than the first Exchange Business Day following the Maturity Date.

If we do not receive instructions at maturity, we will take one of the following default actions:

- If the Beneficiary will be 17 years of age or younger by December 31 of the year in which the CD matures, we will transfer the matured funds to a new 1-year CollegeSure CD issued under the then current terms and conditions for issuing 1-year CollegeSure CDs;

- If the Beneficiary will be 18 years of age or older by December 31 of the year in which the CD matures, we will hold the matured funds in a Savings Account until you provide distribution or other investment instructions.

Alternatively, you may choose one of the following options at maturity:

- Reinvest the matured funds in another CollegeSure CD under the then current terms and conditions;
- Transfer the matured funds to an InvestorSure CD;
- Transfer the matured funds to a 1 - or 3-year Fixed Rate CD;
- Rollover the matured funds to a MFESP Investment Plan Account or into an account in another 529 plan;
- Hold the matured funds in a Savings Account; or
- Take a Qualified or Non-Qualified Distribution of the funds.

Please note any actions other than taking a Qualified or Non-Qualified Distribution or a default action stated above, could be considered your once per calendar year investment exchange and could therefore be subject to the restrictions described in **Maintaining and Making Changes to Your Account** on page 24.

Early Withdrawals. Upon 30 days prior written notice, you may take a Qualified or Non-Qualified Distribution, in whole or in part. All principal withdrawals taken, other than in the final year, are subject to an Early Withdrawal Penalty equal to 5% of the principal amount withdrawn. In the final year of a CollegeSure CD, the Early Withdrawal Penalty is 1% of principal withdrawn. A withdrawal will reduce earnings. The Bank retains the right to terminate a CollegeSure CD if the withdrawal of principal from the CD would result in a balance of less than \$250.

In addition to an Early Withdrawal Penalty, if the withdrawal is a Non-Qualified Distribution, you may also be subject to the Distribution Tax and recapture of the State income tax credit as discussed in **Certain State Tax Considerations: Recapture of Montana Income Tax Deduction** on page 21.

INVESTORSURE CD

Product. InvestorSure CDs are certificates of deposit indexed to the performance of the S&P 500.

Issue Dates. The InvestorSure CD is issued four (4) times a year on the Issue Date which is the first Exchange Business Day of February, May, August and November.

We must receive funds five (5) business days prior to a CD Issue Date to be considered for that specific issue. Funds received less than five (5) business days prior to a CD Issue Date will be held in an Accumulator Account until the next Issue Date.

Maturity Available. The term for an InvestorSure CD is five years (60 months) from the Issue Date. The Maturity Date is the first Exchange Business Day of the month that is five (5) years from the Issue Date. For example, if a certificate is issued on May 2, 2011, the CD will mature on May 2, 2016.

Annual Percentage Yield (APY). The APY is the annualized investment return over the life of the InvestorSure CD. It assumes that the Account Owner holds the InvestorSure CD until maturity. Because the Investment Return (discussed below) can be zero, CSB does not guarantee any positive APY. In addition, Early redemption will diminish earnings. See **InvestorSure CD: Early Withdrawals** starting on page 16.

Options at Maturity. We will provide written notification at least 60 days before the Maturity Date. Thereafter, you must provide written instructions at least 30 days prior to the Maturity Date if you would like the proceeds upon maturity of the InvestorSure CD to be invested other than in accordance with the default actions described in this document. If you provide instructions in good order, funds will be disbursed from your Account no later than the first Exchange Business Day following the Maturity Date.

If we do not receive instructions at maturity, we will take one of the following default actions:

- If the Beneficiary will be 17 years of age or younger by December 31 of the year in which the CD matures, we will transfer the matured funds to a 1-year Fixed Rate CD under the then current terms and conditions for issuing Fixed Rate CDs;
- If the Beneficiary will be 18 years of age or older by December 31 of the year in which the CD matures, we will hold the matured funds in a Savings Account until you provide distribution or other investment instructions.

Alternatively, you may choose one of the following options at maturity:

- Transfer the matured funds to a CollegeSure CD;
- Transfer the matured funds to a 1 - or 3-year Fixed Rate CD;
- Reinvest the matured funds in another InvestorSure CD under the then current terms and conditions;
- Rollover the matured funds to a MFESP Investment Plan Account or into an account in another 529 plan;

- Hold the matured funds in a Savings Account; or
- Take a Qualified or Non-Qualified Distribution of the funds.

Please note that any actions other than taking a Qualified or Non-Qualified Distribution or a default action stated above, could be considered your once per calendar year investment exchange and could therefore be subject to the restrictions described in **Maintaining and Making Changes to Your Account: Once Per Calendar Year Investment Exchange** on page 24.

Market Measure. The Market Measure for the InvestorSure CD is the S&P 500. This index is published by Standard and Poor's, a division of The McGraw-Hill Companies, Inc. It is a widely used index to indicate the movement in common stock prices. The stocks that comprise the S&P 500 account for approximately 75% of the United States equities market, based on market capitalization. For additional information on the S&P 500, visit www.collegesavings.com/montana.

Investment Return. The Investment Return for the InvestorSure CD is not predetermined at a set rate as of the Issue Date, but rather is the market rate as determined by the Market Measure. The Investment Return is computed as the difference between the Closing Market Value (CMV) and the Starting Market Value (SMV) divided by SMV and then multiplied by the Market Participation Factor (MPF). The Investment Return is represented by the following equation:

$$\frac{\text{MPF} \times (\text{CMV} - \text{SMV})}{\text{SMV}}$$

The MPF will be 70%. CSB, in its sole discretion, may establish a MPF higher than 70%, however your decision to invest in the InvestorSure CD should be based on the assumption that the MPF will be 70%. To the extent the investment return on an InvestorSure CD is positive, a 70% MPF will result in a lower investment return compared to a 100% MPF.

The above formula for calculating investment return assumes that the Account Owner does not take a distribution prior to maturity, and is not applicable for early withdrawals. Please see **Early Withdrawals** starting on this page.

The Starting Market Value. The SMV is the closing value of the S&P 500 three (3) Exchange Business Days prior to the Issue Date. For example, a CD issued on May 2, 2011 has an SMV equal to the closing value of the S&P 500 on April 27, 2011.

The Closing Market Value. The CMV is the arithmetic average of the closing value of the S&P 500 on the Valuation Dates. The Valuation Dates are the Exchange Business Days coinciding with 20 quarterly observations between the Issue Date and the Maturity

Date. For example, if the day of the month of the SMV is April 27, 2011, the Valuation Dates will include each, July 27, October 27, January 27, and April 27 between the SMV date and the Maturity Date. If the exact day of the month is not an Exchange Business Day, the Valuation Date that month is the first preceding Exchange Business Day.

The table on the following page illustrates how the investment return would be calculated by using historical data and assuming that a five-year InvestorSure CD was issued on November 1, 2005 and matured on November 1, 2010.

Impact of Averaging. The CMV is not determined by calculating the closing value of the S&P 500 on any particular day (such as the Maturity Date or the last Valuation Date). The CMV is determined by averaging the closing value of the S&P 500 over the 20 quarterly observations between SMV and the CMV of the InvestorSure CD. This method moderates fluctuations in the value of the S&P 500.

Thus, the investment return on an InvestorSure CD is different than the investment return that would be obtained if the CMV were the value of the S&P 500 on a single day. If the value of the S&P 500 on the last Valuation Date is lower than the previous 19 Valuation Dates, then the investment return will be higher by using averaging compared to an investment return using only the S&P 500 value on the last Valuation Date. Conversely, if the value of the S&P 500 on the last Valuation Date is higher than the previous 19 Valuation Dates, then the investment return may be lower by using averaging compared to an investment return using only the S&P 500 value on the last Valuation Date.

Upside Payment. At maturity, you may receive an Upside Payment on the InvestorSure CD. The Upside Payment will be the investment return multiplied by the principal amount of the InvestorSure CD. Because the CMV is determined by any number of market factors affecting the S&P 500, the investment return may be more or less than a fixed rate of interest earned from other standard CDs. If there is no change, or if there is a decrease, in the Market Measure from the SMV to the CMV, you will not be paid an Upside Payment. The Bank does not guarantee an APY, and offers no warranties, either express or implied, that the InvestorSure CD will result in any Upside Payment.

Early Withdrawals. Upon 30 days prior written notice, you may take a Qualified or Non-Qualified Distribution, in whole or in part, only on the anniversary date of the InvestorSure CD's Issue Date. Withdrawals prior to the Maturity Date are subject to an Early Withdrawal Penalty equal to 10% of the principal of the InvestorSure CD.

ISSUE DATE	MATURITY DATE	VALUATION DATE	S&P CLOSE VALUE
11/1/05 (SMV)	11/1/10	10/27/05*	1,178.90
1st Valuation Date		1/27/06	1,283.72
2nd Valuation Date		4/27/06	1,309.72
3rd Valuation Date		7/27/06	1,263.20
4th Valuation Date		10/27/06	1,377.34
5th Valuation Date		1/26/07	1,422.18
6th Valuation Date		4/27/07	1,494.07
7th Valuation Date		7/27/07	1,458.95
8th Valuation Date		10/26/07	1,535.28
9th Valuation Date		1/25/08	1,330.61
10th Valuation Date		4/25/08	1,397.84
11th Valuation Date		7/25/08	1,257.76
12th Valuation Date		10/27/08	848.92
13th Valuation Date		1/27/09	845.71
14th Valuation Date		4/27/09	857.51
15th Valuation Date		7/27/09	982.18
16th Valuation Date		10/27/09	1,063.41
17th Valuation Date		1/27/10	1,097.50
18th Valuation Date		4/27/10	1,183.71
19th Valuation Date		7/27/10	1,113.84
20th Valuation Date		10/27/10	1,182.45

*10/27/05 indicates the starting market value

Total: 24,305.90

Divided by: 20

CMV: 1,215.30

Investment Return: $\frac{70\% \times (1,215.30 - 1,178.90)}{1,178.90} = 2.16\%$

$APY = (1 + 2.16\%)^{1/5} - 1 = 0.43\%$

Therefore, the redemption amount will be less than the original amount of principal, notwithstanding increases in the value of the Market Measure since the Issue Date. If you take a Qualified or Non-Qualified Distribution prior to the Maturity Date, you will not be guaranteed a return of 100% of the principal amount of the InvestorSure CD but will receive 90% of the principal amount without any Upside Payment. We retain the right to terminate an InvestorSure CD if the withdrawal of principal from the CD would result in a balance of less than \$250.

In addition to an Early Withdrawal Penalty, if the withdrawal is a Non-Qualified Distribution, you may also be subject to the Distribution Tax and recapture of the State income tax credit as discussed in **Certain State Tax Considerations: Recapture of Montana Income Tax Deduction** on page 21.

FIXED RATE CD

Product: Fixed Rate CDs earn a fixed rate for the entire term of the CD, determined at the time the CD is opened. The rate will appear on your deposit confirmation along with the annual percentage yield (APY).

Maturities Available:

- 1-year Fixed Rate CD (12 month maturity)
- 3-year Fixed Rate CD (36 month maturity)

Annual Percentage Yield (APY). You will receive the published interest rate on the Contribution Date, except for contributions by E-check and credit card where you will receive the APY applicable at the time of the day when you complete your online Enrollment Form or Deposit Slip, as applicable, and fund your Account. If you prefer to mail in a check to fund the CD, the Account will be opened at the applicable interest rate for the term selected on the Contribution Date.

Accrual, Crediting and Compounding. Interest begins to accrue on the Contribution Date, and is computed based on the daily balance of the contribution and the actual number of days elapsed divided by 365. Interest is compounded and credited to your Account annually. Interest accrued on your Account will not be paid until maturity of the CD. No interest will be earned after maturity unless the CD is renewed for another term.

Options at Maturity. We will provide written notification at least 60 days before the Maturity Date. Thereafter, you must provide written instructions at least 30 days prior to the Maturity Date if you would like the proceeds upon maturity of the Fixed Rate CD to be invested other than in accordance with the default actions described in this document. If you provide instructions in good order, funds will be disbursed from your Account no later than the first Exchange Business Day following the Maturity Date.

If we do not receive instructions at maturity, we will take one of the following default actions:

- If the Beneficiary will be 17 years of age or younger by December 31 of the year in which the CD matures, we will transfer the matured funds to a new 1-year Fixed Rate CD issued under the then current terms and conditions for issuing 1-year Fixed Rate CDs;
- If the Beneficiary will be 18 years of age or older by December 31 of the year in which the CD matures, we will hold the matured funds in a Savings Account until you provide distribution or other investment instructions.

Alternatively, you may choose one of the following options at maturity:

- Transfer the matured funds to a CollegeSure CD;
- Transfer the matured funds to an InvestorSure CD;
- Reinvest the matured funds in another 1- or 3-year Fixed Rate CD under the then current terms and conditions;
- Rollover the matured funds to a MFESP Investment Plan Account or into an account in another 529 plan;
- Hold the matured funds in a Savings Account; or
- Take a Qualified or Non-Qualified Distribution of the funds.

Please note any actions other than taking a Qualified or Non-Qualified Distribution or a default action stated above, could be considered your once per calendar year investment exchange and could therefore be subject to the restrictions described in **Maintaining and Making Changes to Your Account** starting on page 24.

Early Withdrawals. Upon 30 days prior written notice, you may take a Qualified or Non-Qualified Distribution, in whole or in part. Withdrawals prior to the Maturity Date are subject to an Early Withdrawal Penalty equal to three (3) months of interest. The APY applied to a Fixed Rate CD assumes the funds remain on deposit until the Maturity Date. An early withdrawal will reduce earnings.

In addition to an Early Withdrawal Penalty, if the withdrawal is a Non-Qualified Distribution, you may also be subject to the Distribution Tax and recapture of the State income tax credit, as discussed in **Certain State Tax Considerations: Recapture of Montana Income Tax Deduction** on page 21.

ACCUMULATOR ACCOUNT AND SAVINGS ACCOUNT TERMS AND CONDITIONS

The Bank Plan offers the Accumulator Account as a special service to Account Owners utilizing an ACH direct deposit and/or payroll deduction. This savings account provides a convenient way to reach the minimum required for a CD. When the minimum is reached, a CD is automatically purchased. In addition, if we receive funds less than five (5) business days prior to an InvestorSure CD Issue Date, those funds will be held in an Accumulator Account until the next available Issue Date.

The Bank Plan also offers a Savings Account as a special service to hold matured CD funds greater than \$250 when the expected withdrawal to pay Qualified Expenses is sooner than one (1) year after the Maturity Date of the CD.

The Accumulator/Savings Account earns a variable interest rate equal to the Federal Funds Target Rate, the target interest rate set by the Federal Reserve Open Market Committee at which a depository institution lends its immediately available funds to another depository institution overnight. Interest begins to accrue on the Contribution Date. Your interest rate and APY may change without notice. However, we will send you a notice at least 30 days prior to a change in the terms that govern your Account, including a change in the index (currently Federal Funds Target Rate), or a change in the manner in which your Account earns interest.

Interest is credited and compounded quarterly on January 31, April 30, July 31, and October 31. Interest is calculated using the daily-balance method which applies a daily periodic rate to the principal in the Account each day.

Withdrawals. Withdrawals from these Accounts must be made by submitting a Distribution Authorization Form. You may call a Client Service Representative at 1.800.888.2723 to receive a Distribution Authorization Form or download the form on our website at

www.collegesavings.com/montana. Generally, withdrawal requests will be processed within ten (10) business days. You should note that if the withdrawal is a Non-Qualified Distribution, you may be subject to the Distribution Tax and recapture of the State income tax Credit as discussed in **Certain State Tax Considerations: Recapture of Montana Income Tax Deduction** on page 21.

CERTAIN FEDERAL TAX CONSIDERATIONS

General. This Section takes a closer look at some of the federal tax considerations you should be aware of when investing in the MFESP Bank Plan. However, the discussion is by no means exhaustive and is not meant as tax advice. This Disclosure Statement was developed to describe the terms and conditions and the CD Options offered by the Plan and cannot be relied upon for purposes of avoiding the payment of federal tax penalties. You should consult with your legal or tax advisor about the impact of these rules on your individual situation.

Please keep in mind that the IRS has issued only proposed regulations and certain other guidance under Section 529 of the Code. Final regulations could affect the tax considerations mentioned in this Section or require the terms of the MFESP Bank Plan to change.

The Federal tax consequences associated with an investment in the Plan can be complex. In addition, some states may impose penalties and/or taxes on investments in or withdrawals from a Qualified Tuition Program offered by other states. These penalties and taxes may, in certain cases, result in an effective reduction or loss of some or all of the federal tax benefits discussed below. You should consult with a tax advisor regarding the application of federal tax laws to your particular circumstances.

Federal Tax-Deferred Earnings. Any earnings on contributions are tax deferred, which means your Account assets grow free of current federal income tax and are not subject to federal income tax if withdrawn to pay for Qualified expenses, as described below.

Federal Gift/Estate Tax. This Section only discusses federal gift and estate taxes. The state law treatment of gift and estate taxes varies so you should check with your tax advisor. If the amounts contributed by you on behalf of the Beneficiary together with any other gifts to the Beneficiary (over and above those made to your Account) do not exceed \$13,000 per year (\$26,000 for married couples making a proper election), no gift tax will be imposed for that year. Gifts of up to \$65,000 can be made in a single year (\$130,000 for married couples making a proper election) for a

Beneficiary and the contributor may elect to apply the contribution against the annual exclusion equally over a five-year period. This allows you to move assets into tax-deferred investments and out of your estate more quickly. In general, if you die with assets still remaining in your Account, the Account's value will not be included in your estate for federal estate tax purposes, unless you elect the five-year averaging and die before the end of the fifth year. If your Beneficiary dies, and assets remain in your Account, the value of the Account may be included in the Beneficiary's estate for federal tax purposes. Further rules regarding gifts and the generation-skipping transfer tax may apply in the case of distributions, changes of Beneficiaries, and other situations. You should consult with a tax advisor when considering a change of Beneficiary or transfers to another Account for the specific effect of federal and state (if any) gift tax and generation-skipping transfer tax on your situation.

Transfers and Rollovers. As discussed earlier in **Contributing to Your Account** starting on page 7, certain transfers can be made without incurring federal income tax consequences or a Distribution Tax. The distribution must be placed in another Account or an Account of another Qualified Tuition Program within 60 days of the distribution date. If the new Beneficiary is a member of a generation lower than the prior Beneficiary, the transfer may be subject to the gift tax or generation-skipping transfer tax. Changes in your Beneficiary could potentially cause gift and/or generation-skipping transfer tax consequences to you and your Beneficiary. Because gift and generation-skipping transfer tax issues are complex, you should consult with your tax advisor. You can transfer assets for the same Beneficiary from another Qualified Tuition Program to your Account without adverse tax consequences only if no other such rollovers have occurred with respect to the Beneficiary within the prior twelve (12) months.

Transfers Between Plans for the Same Beneficiary. Under Section 529 of the Code, you can transfer assets directly between the Bank Plan and the Investment Plan, once per calendar year for the same Beneficiary. Such a direct transfer is considered an investment exchange for federal and state tax purposes and is therefore subject to the restrictions described in **Maintaining and Making Changes to Your Account** starting on page 24.

For federal and state tax purposes, an indirect transfer involving the distribution of money from the Bank Plan to the Investment Plan or vice versa would be treated as a Non-Qualified Distribution (and not as an investment exchange), even though it is subsequently contributed to the new Account for the same Beneficiary.

Coverdell Education Savings Accounts (ESAs). Generally, contributions may be made to both an ESA (defined in Section 530 of the Code) and a Qualified Tuition Program in the same year on behalf of the same Beneficiary. However, the same educational expenses cannot be claimed for a tax-exempt distribution from both the ESA and the Qualified Tuition Program.

Education Tax Credits. You and your Beneficiary, if eligible, can take advantage of Hope and Lifetime Learning Tax Credits without affecting your participation in the Plan or its benefits. Hope and Lifetime Learning Credits can be claimed in the same year that a tax-exempt distribution is taken from a Qualified Tuition Program provided the distribution is not used for the same educational expenses.

FEDERAL TAXATION OF DISTRIBUTIONS

All Distributions. Distributions may have up to two (2) components: (i) principal, which is not taxable when distributed, and (ii) earnings, if any, which may be subject to federal income taxation. The Bank determines the earnings portion based on IRS rules and reports to the IRS and the recipient on Form 1099-Q (or other successor form). However, the Form 1099-Q does not report whether the distribution is a Qualified Distribution or a Non-Qualified Distribution. You are responsible for preparing and filing the appropriate forms when completing your federal income tax return and for paying any applicable tax directly to the IRS.

Qualified Expense Distributions. If you take a distribution from your Account to pay for Qualified Expenses, your Beneficiary generally does not have to include in income and earnings distributed for the applicable taxable year if the total distributions for that year are less than or equal to the total distributions for Qualified Expenses for that year minus any tax-free educational assistance and expenses taken into Account in determining any Hope or Lifetime Learning Credits claimed for that taxable year. Tax-free educational assistance generally refers to the tax-free portion of any scholarships or fellowships, Pell Grants, employer provided educational assistance, veterans' education assistance, and other tax-free educational assistance.

If the total distributions from your Account exceed the amount of distributions for Qualified Expenses for a taxable year, a portion of the earnings distributed will be taxable to you or your Beneficiary, as applicable, in an amount equal to the total distributed earnings for the taxable year minus the total distributed earnings multiplied by a fraction the numerator of which is the adjusted qualified education expenses for the year, and the denominator of which is the total amount distributed during the year.

For example, assume you take a distribution of \$5,000 from your Account in Year 1. Qualified Expenses for Year 1 are \$5,000, your Beneficiary receives a scholarship for \$1,000, and there are no Hope or Lifetime Learning Credits to be claimed for Year 1. Because the \$1,000 scholarship must be subtracted from the total Qualified Expenses for Year 1, you will potentially be taxed on the earnings associated with the \$1,000 that were not used for Qualified Expenses.

You, or your Beneficiary, as applicable, are responsible for determining the amount of the earnings portion of any distribution from your Account that may be taxable and are responsible for reporting any earnings that must be included in taxable income. You should consult with your tax advisor and IRS Publication 970 for further information. IRS Publication 970 is available online at: <http://www.irs.gov/publications/p970/ch08.html#d0e9822>.

Other Distributions. For federal income tax purposes and pursuant to current IRS guidance, including Form 1099-Q and proposed regulations, you, or the Beneficiary, as applicable, is subject to federal and state income tax on the earnings portion of a distribution in the event of a distribution on account of the death or Disability of a Beneficiary, the receipt by the Beneficiary of a scholarship, grant, or Tuition Assistance, attendance at certain specified military academies, or use of Hope or Lifetime Learning Credits. These other distributions are not subject to the Distribution Tax.

Non-Qualified Distributions. You, or the Beneficiary, as applicable, are subject to federal and state income tax and the Distribution Tax on the earnings portion of any distribution that is not exempt from tax as described above. You will also be subject to a recapture of the State income tax credit with respect to any Non-Qualified Distribution as discussed in **Certain State Tax Considerations: Recapture of Montana Income Tax Deduction** on page 21.

Determination of Taxable Earnings. The principal and earnings portions of a distribution for federal tax purposes are determined by a formula reflecting the proportion of contributions to the overall market value of your Accounts in all Qualified Tuition Programs sponsored by the State for the same Beneficiary. If the distribution is subject to a Distribution Tax, the Distribution Tax is applied to the earnings portion. Due to the IRS rules regarding aggregation of accounts, the taxable earnings may be more or less than the actual earnings on any particular Account or Accounts.

CERTAIN STATE TAX CONSIDERATIONS

General. This Section takes a closer look at some of the state tax considerations you should be aware of when investing in the Bank Plan. However, the discussion is by no means exhaustive and is not meant as tax advice. The State tax consequences associated with an investment in the Plan can be complex. You should consult with a tax advisor regarding the application of state tax laws to your particular circumstances.

Income Tax Advantages for Montana Taxpayers. If you are a Montana taxpayer and you contribute to one (1) or more accounts in a 529 Plan sponsored by the State of Montana in a tax year, you are entitled to reduce your adjusted gross income in computing your Montana income tax, by the total amount of your eligible contributions, but not by more than \$3,000 (\$6,000 if married, filing jointly). To be eligible, the contribution must be made to an Account owned by you, your spouse, or your child or stepchild (if your child or stepchild is a Montana resident when the contribution is made). If a parent or stepparent contributes to an Account they established under the Montana Uniform Transfers to Minors Act for which their child or stepchild is the Beneficiary, the parent or stepparent is allowed to deduct the amount of such contribution in computing their own Montana adjusted gross income. Rollover contributions from another Qualified Tuition Program into the Bank Plan also count as contributions eligible for the tax deduction.

Recapture of Montana Income Tax Deduction. Montana imposes a recapture tax on Non-Qualified Distributions and distributions from an Account that was opened less than three (3) years before the date of the distribution. The recapture tax is calculated at a rate equal to the highest rate of tax provided in the Montana Code Annotated, Section 15-30-2103. The recapture tax is payable by you, as the Account Owner. You are liable for the recapture tax if you owned the Account as a Montana resident even if you are not a Montana resident at the time of the withdrawal. For purposes of the recapture tax, as provided in Montana Code Annotated, Section 15-62-208, all contributions made to an Account owned by a Montana resident are presumed to have reduced the contributor's State adjusted gross income unless the contributor can demonstrate that all or a portion of the contributions did not reduce State adjusted gross income. The Program Manager or its service provider may withhold the potential recapture tax from any "potentially recoverable distribution" from an Account that was at any time owned by a resident of Montana but that at the time of the distribution is not owned by a person who is a resident of Montana.

Montana Tax-Free Distributions for Qualified Expenses. If you are a Montana taxpayer, you or the Beneficiary are generally not subject to Montana state income tax on the earnings portion of

any distributions for Qualified Expenses. Since different states have different tax provisions, if you or your Beneficiary, as applicable, are not a Montana taxpayer, you should consult your own state's laws or your tax advisor for more information on your state's taxation of distributions for Qualified Expenses.

Montana Taxation of Non-Qualified and Other Distributions.

If you are a Montana taxpayer, you, or the Beneficiary, as applicable, will be subject to Montana state income tax on the earnings portion of any distribution that is also included in your federal adjusted gross income for a taxable year. In addition, you, as an Account Owner, may be subject to recapture of some or all of any State income tax deduction claimed for prior taxable years as a result of any Non-Qualified Distribution. Since different states have different tax provisions, if you or your Beneficiary, as applicable, are not a Montana taxpayer, you should consult your own state's tax laws or your tax advisor for more information on your state's taxation of other distributions.

Non-Montana Taxpayers. If you are not a Montana taxpayer, consider before investing whether you or the Beneficiary's home state offers a Qualified Tuition Program that provides its taxpayers with favorable state tax and other benefits that may only be available through investment in the home state's Qualified Tuition Program, and which are not available through an investment in the Bank Plan. You may wish to contact your home state's Qualified Tuition Program(s), or any other Qualified Tuition Program, to learn more about those plans' features, benefits, and limitations. Keep in mind that state-based benefits should be one of many appropriately weighted factors to be considered when making an investment decision. Since different states have different tax provisions, this Disclosure Statement contains limited information about the state tax consequences of investing in the Bank Plan. Therefore, please consult your financial, tax, or other advisor to learn more about how state-based benefits (or any limitations) would apply to your specific circumstances.

WITHDRAWALS AND ACCOUNT TERMINATION

General. You can take a distribution from your Account or close your Account at any time by completing a Distribution Authorization Form. The Bank will not send any proceeds from your distribution request until all the money has been collected, meaning the money's availability in your Account. Please note that there may be a 15-calendar day hold placed on distribution requests when there is a change to your address or banking information.

Distributions from your Account are either Qualified Distributions or Non-Qualified Distributions as determined under IRS requirements. As the Account Owner, you are responsible for satisfying the IRS

requirements for proof of Qualified Distributions, which includes retaining any paperwork and receipts necessary to verify the type of distribution you received. We will not provide information to the IRS regarding the type of distribution you receive.

Distributions may be subject to federal and/or state tax withholding and Early Withdrawal Penalties. For purposes of determining whether a distribution is taxable or subject to the Distribution Tax, you must determine whether the distribution is made in connection with the payment of Qualified Expenses, as defined under the Code and discussed under Qualified Distributions below, or fits within one of the exceptions to treatment as a Non-Qualified Distribution as discussed under **Other Distributions** on this page.

Early Withdrawals. Early redemption of your CDs is permitted. Each CD features an early withdrawal procedure including specific instructions, limitations and Early Withdrawal Penalties for a distribution prior to the Maturity Date. See **Information About the CD Options: CD Option Profiles** starting on page 14.

Procedures for Distributions. Only the Account Owner may direct distributions from the Account. Qualified Distributions can be made payable to the Account Owner or the Beneficiary. You may call a Client Service Representative at 1.800.888.2723 to receive a Distribution Authorization Form or download the form on the Bank's website at www.collegesavings.com/montana. Complete and submit the form to us in good order and provide such other information or documentation as we may, from time to time, require. We will process a distribution from an Account on the first Exchange Business Day following maturity of the CD. Each CD Option also has specific notice requirements in order to request a distribution. See **Information About the CD Options: CD Option Profiles** starting on page 14 for additional information.

The Bank generally process a distribution from an Accumulator or Savings Account within 10 business days of accepting the request. CSB may also establish a minimum distribution amount and/or charge a fee for distributions made by federal wire.

Qualified Distributions. Distributions for Qualified Expenses are generally exempt from federal and applicable state income taxes and the Distribution Tax.

Non-Qualified Distributions. A distribution that does not meet the requirements for a Qualified Distribution will be considered a Non-Qualified Distribution by the IRS unless it is one of the distributions described below under Other Distributions. The earnings portion of a Non-Qualified Distribution will be subject to federal income taxes (and may be subject to other taxes) and will be taxable to the person receiving the distribution. In addition, Non-Qualified Distributions are subject to a Distribution Tax, may be subject to recapture of some or all of any State income tax deduction claimed by contributors, and may be subject to Early Termination Penalties.

The person receiving the distribution would need to comply with IRS requirements, including filing applicable forms with the IRS. Although the Bank will report the earnings portion of all distributions, it is your final responsibility to calculate and report any tax liability and to substantiate any exemption from tax and/or penalty.

Other Distributions. The distributions discussed below are not subject to the Distribution Tax. Except for a Rollover Distribution, the earnings portion of each distribution discussed will be subject to federal and to any applicable state income taxes. See **Certain Federal Tax Considerations: Transfers and Rollovers** on page 19. In addition, these distributions may be subject to Early Withdrawal Penalties. You should consult a tax advisor regarding the application of federal and state tax laws if you take any of these distributions.

Death of Beneficiary. In the event of the death of the Beneficiary, you may change the Beneficiary of your Account, authorize a payment to a beneficiary of the Beneficiary, or the estate of the Beneficiary, or request the return of all or a portion of your Account balance. A distribution due to the death of the Beneficiary, if paid to a beneficiary of the Beneficiary or the estate of the Beneficiary, will not be subject to the Distribution Tax, but earnings will be subject to federal and any applicable state income tax. A distribution of amounts in the Account, if not paid to a beneficiary of the Beneficiary or the Beneficiary's estate, may constitute a Non-Qualified Distribution, subject to federal and applicable state income taxes at the distributee's tax rate and the Distribution Tax. If you select a new Beneficiary who is a Member of the Family of the former Beneficiary, you will not owe federal income tax or the Distribution Tax. Special rules apply to UGMA/UTMA custodial accounts.

Disability of Beneficiary. If your Beneficiary becomes Disabled, you may change the Beneficiary of your Account or request the return of all or a portion of your Account balance. A distribution due to the Disability of the Beneficiary will not be subject to the Distribution Tax, but earnings will be subject to federal and any applicable state income tax at your tax rate. If you select a new Beneficiary who is a Member of the Family of the former Beneficiary, you will not owe federal income tax or a penalty. Special rules apply to UGMA/UTMA custodial accounts.

Receipt of Scholarship. If your Beneficiary receives a qualified scholarship, Account assets up to the amount of the scholarship may be withdrawn without imposition of the Distribution Tax. A qualified scholarship includes certain educational assistance allowances under federal law as well as certain payments for educational expenses (or attributable to attendance at certain educational institutions) that are exempt from federal income tax.

The earnings portion of a distribution due to a qualified scholarship is subject to federal and any applicable state income tax at the distributee's tax rate.

Tuition Assistance. Distributions up to the amount of the Tuition Assistance, as described in the Code, may be made without incurring any Distribution Tax, although the earnings portion of such distributions will be subject to federal income taxes and may be subject to other taxes.

Attendance at Certain Specified Military Academies. If your Beneficiary attends the United States Military Academy, the United States Naval Academy, the United States Air Force Academy, the United States Coast Guard Academy, or the United States Merchant Marine Academy, you may withdraw up to an amount equal to the costs attributable to the Beneficiary's attendance at the institution without incurring the additional Distribution Tax. The earnings portion of the distribution will be subject to federal and any applicable state income tax at the distributee's tax rate.

Use of Education Tax Credits. If you pay Qualified Expenses from an Account, you will not be able to claim Hope or Lifetime Learning Credits for the same expenses. Furthermore, expenses used in determining the allowed Hope or Lifetime Learning Credits will reduce the amount of a Beneficiary's Qualified Expenses to be paid from your Account as a Qualified Distribution and may result in taxable distributions. Such distributions will not be subject to the Distribution Tax.

Rollover Distribution. To qualify as a Rollover Distribution, you must reinvest the amount distributed from your Account into another Qualified Tuition Program within 60 days of the distribution date. Rollover Distributions may be subject to certain state taxes, but are generally exempt from federal income taxes and the Distribution Tax.

Records Retention. Under current federal tax law, you are responsible for obtaining and retaining records, invoices, or other documentation adequate to substantiate (i) expenses which you claim are Qualified Expenses, (ii) the death or Disability of a Beneficiary, (iii) the receipt by a Beneficiary of a qualified scholarship or Tuition Assistance, (iv) the attendance by a Beneficiary at certain specified military academies, or (v) the use of Hope or Lifetime Learning Credits.

Method of Payment. The Bank pays distributions to the following payees:

- Account Owner (by check or direct deposit to an established bank account); or
- Beneficiary (by check).

Trusts, Corporations, and Other Entities as Account Owners.

An Account Owner that is a trust, partnership, corporation, association, estate, or another acceptable type of entity must submit documentation to the Plan to verify the existence of the entity and identify the individuals who are eligible to act on the entity's behalf. Examples of appropriate documentation include a trust agreement, partnership agreement, corporate resolution, articles of incorporation, bylaws, or letters appointing an executor or personal representative. Documentation must be submitted when an Account is established. The Bank will not be able to open your Account until it receives all of the information required on the Enrollment Form and any other information it may require, including the documentation that verifies the existence of the Account Owner. If the individuals who are authorized to act on behalf of the entity have changed since the Account was established, then additional documentation must be submitted with any distribution or other transaction request.

Tax Treatment of Distributions. Please read **Certain Federal Tax Considerations** starting on page 19 and **Certain State Tax Considerations** on page 21.

Termination of Unclaimed Accounts. Under certain circumstances, if there has been no activity in your Account, or if we have not been able to contact you for a period of time, your Account may be considered abandoned under the State's or your state's unclaimed property laws. Under Montana law, this time period is five (5) years. Your state may have a different time period under which your Account may be considered abandoned. If your property is considered abandoned, it will, without proper claim by the Account Owner within a certain period of years, revert to the State or your state. For more information on the State's unclaimed property law, see the Montana's Department of Revenue website at <http://revenue.mt.gov>.

Involuntary Termination of Accounts. The Bank Plan is not intended to be used, nor should it be used, by any taxpayer for the purpose of evading federal or state taxes or tax penalties. The Bank may refuse to establish or may terminate an Account if we determine that it is in the best interest of the Plan or required by law. If the Bank determines that you provided false or misleading information to the Plan Officials or an Eligible Educational Institution in establishing or maintaining an Account, or that you are restricted by law from participating in the Plan, it may close your Account.

Upon termination of an Account, the Bank will liquidate the Account and distribute the balance of the Account to the Account Owner. Tax implications and any other expenses, as a result of the liquidation, will be solely your responsibility. Early Withdrawal Penalties may apply.

MAINTAINING AND MAKING CHANGES TO YOUR ACCOUNT

Options for Unused Contributions; Changing a Beneficiary, Transferring Assets to Another of Your Accounts. Your Beneficiary may choose not to attend an Eligible Educational Institution or may not use all the money in your Account. In either case, you may name a new Beneficiary or take a distribution of your Account assets. Any Non-Qualified Distribution from your Account will be subject to applicable income taxes and the Distribution Tax. See **Withdrawals and Account Termination** starting on page 21. In addition, any distribution from your Account prior to the Maturity Date of the applicable CD may be subject to an Early Withdrawal Penalty. See **Information About the CD Options: CD Option Profiles** starting on page 14.

You can change your Beneficiary at any time. To avoid negative tax consequences, the new Beneficiary must be a Member of the Family of the original Beneficiary. Any change of the Beneficiary to a person who is not a Member of the Family of the current Beneficiary is treated as a Non-Qualified Distribution subject to applicable federal and state income taxes as well as the Distribution Tax. An Account Owner who is an UGMA/UTMA custodian will not be able to change the Beneficiary of the Account, except as may be permitted under the applicable UGMA/UTMA law. See **Contributing to Your Account: Moving Assets from an UGMA/UTMA Account** on page 8.

To initiate a change of Beneficiary, you must complete and submit a Change of Beneficiary Form (and an Enrollment Form if you do not already have an Account for the new Beneficiary). The change will be made upon our receipt and acceptance of the signed, properly completed form(s) in good order. The Bank reserves the right to suspend the processing of a Beneficiary transfer if CSB suspects that the transfer is intended to avoid the Plan's exchange and reallocation limits and/or the tax laws. Also, a Beneficiary change or transfer of assets may be denied or limited if it causes one or more Accounts to exceed the Maximum Account Balance for a Beneficiary.

The CDs in which your CD Option invests will not change if you change Beneficiaries. CSB will continue to use your contributions to purchase the CDs you originally selected for your Account. You may change the CDs in which future contributions are invested at any time by submitting a Direct Deposit Authorization and Change Form.

Change of Account Owner. Except as discussed below, you may transfer control of your Account assets to a new Account Owner.

- a designated Beneficiary (or a Custodian for a designated Beneficiary),
- an ex-spouse, pursuant to a divorce,
- joint ownership with a spouse or
- the person who assumes control of the account in the event of the account owners death. See **General Risks: Death of an Account Owner** on page 11.

All transfers to a new Account Owner must be requested in writing and include any information that may be required by us. However, your right of control may not be sold, transferred, used as collateral, or pledged or exchanged for money or anything of value. The Bank may require affidavits or other evidence to establish that a transfer is non-financial in nature. Your right of control may also be transferred under an appropriate court order as part of divorce proceedings. If you transfer control of an Account to a new Account Owner, the new Account Owner must agree to be bound by the terms and conditions of the Disclosure Statement and Enrollment Form. Transferring an Account to a new Account Owner may have significant tax consequences. Before doing so, you may want to check with your tax advisor regarding your particular situation.

In addition, it is possible that the IRSA may issue regulations that further limit the ability to change account ownership.

Changing or Removing a Custodian. For an Account funded with assets originally held in an UGMA/UTMA account, the Custodian may be released or replaced upon written notice to the Plan. See **Contributing to Your Account: Moving Assets from an UGMA/UTMA Account** on page 8.

Once Per Calendar Year Investment Exchange. Federal law allows you to change the CD Options in which you currently invest for each Beneficiary once per calendar year. You can initiate this transaction by contacting a Client Service Representative at 1.800.888.2723 or by downloading an Exchange Form from our website. If you choose to make an annual exchange and, thereby terminate an existing CD Option prior to its Maturity Date, you may be subject to an Early Withdrawal Penalty.

PLAN GOVERNANCE AND ADMINISTRATION

The MFESP Bank Plan. The Plan is a Qualified Tuition Program that is operated under a Trust established pursuant to the Enabling Legislation. The Enabling Legislation authorizes the Board to establish and administer Qualified Tuition Programs and gives the Board power to develop and implement the Bank Plan through the establishment of rules, guidelines, procedures, or policies. In addition, the Board is provided discretion with regard to the formation of the Bank Plan, including the establishment of minimum Account contributions and retention of professional services necessary to assist in the administration of the Bank Plan. The Plan is administered by the Board, an instrumentality of the State.

Other Qualified Tuition Programs Administered by the Board.

The Board administers two (2) Qualified Tuition Programs—the MFESP Bank Plan and the MFESP Investment Plan. To obtain more information about the Investment Plan, visit www.mfesp.com. This Disclosure Statement relates only to the Bank Plan.

The Board. As required by the Enabling Legislation, the Plan is directed and administered by the Board. The Board consists of seven (7) members appointed by the Governor and confirmed by the State Senate. The Governor, Superintendent of Public Instruction, and Commissioner of Higher Education are ex officio non-voting members of the Board. The Act also creates a Montana Family Education Savings Program Oversight Committee (Committee) under the authority of the Board to assist the Board in the implementation and administration of the Program, including recommending financial institutions for approval by the Board to act as managers of the Program. The Committee consists of seven (7) members appointed by the Governor to staggered 4-year terms and must include: the Commissioner of Insurance or the Commissioner's designee; the State Treasurer or the State Treasurer's designee; the presiding officer of the Board or the presiding officer's designee; and four (4) members of the general public, each of whom possesses knowledge, skill, and experience in accounting, risk management, or investment management as an actuary.

The Declaration of Trust. The Trust has been established pursuant to the Enabling Legislation as an instrumentality of the State. The Enabling Legislation provides that the Board is trustee of the Trust. Assets of the Trust consist of the investments and earnings on investments of funds received by the Program as contributions.

Program Manager. The Board has contracted with College Savings Bank to serve as Program Manager for the Bank Plan. The Management Agreement between the Board and College Savings Bank expires in 2013.

The Trustee requires the Program Manager, its assets and liabilities, and its financial statements to be regularly examined by federal and state auditors. The Program Manager's federally-filed financial statements are available quarterly at www2.fdic.gov/idasp/main.asp by searching for FDIC Certificate Number: 27041.

GENERAL PROVISIONS AND IMPORTANT NOTICES

Your Account. The Disclosure Statement and, when executed by you, the Enrollment Form, constitutes the entire agreement between you and the Trust with respect to your Account. By signing the Enrollment Form, you are requesting that the Board establish an Account for the benefit of the Beneficiary you designate on the Enrollment Form. Your Account and the Disclosure Statement and your signed Enrollment Form are subject to the Enabling Legislation and any rules the Board may adopt under the Enabling Legislation. Your Account assets will be held, subject to the Enabling Legislation and the Code, the Disclosure Statement, and your signed Enrollment Form, for the exclusive benefit of you and the Beneficiary.

Changes to an Account. The Plan Officials are not responsible for the accuracy of the documentation you submit to CSB to make changes to your Account, whether submitted online or in paper form. If acceptable to the Board, notices, changes, options, and elections relating to your Account will take effect within a reasonable amount of time after we have received the appropriate documentation in good order, unless the Board agrees otherwise.

Keep Legal Documents for Your Records. You should retain the Disclosure Statement for your records. The Bank may make modifications to the Plan in the future. If so, an addendum to the Disclosure Statement may be sent to your address of record or notice sent to you by email if you choose to receive documents electronically. If material modifications impacting your account are made to the Plan, a revised Disclosure Statement or addendum will be sent to your address of record or notice sent to you by email if you choose to receive documents electronically. In these cases, the new addendum and/or Disclosure Statement will supersede all prior versions. Please note that we periodically match and update the addresses of record against a change of address database maintained by the U.S. Postal Service to reduce the possibility that items sent First Class Mail, such as Account statements, will be undeliverable.

Changes to the Disclosure Statement. The Board may amend the terms of the Disclosure Statement from time to time to comply with changes in the law or regulations or if the Board determines it is in the Plan's best interest to do so. However, the Board will not retroactively modify existing terms and conditions applicable to an

Account in a manner adverse to you or your Beneficiary except to the extent necessary to assure compliance with applicable state and federal laws or regulations or to preserve the favorable tax treatment to you, your Beneficiary, the Board, the Bank Plan or the Trust.

Changes to State Statutes; Adoption of Rules. The Montana Legislature may, from time to time, pass legislation, which may directly or indirectly affect the terms and conditions of the Plan and the Disclosure Statement. Also, the Board may adopt rules pursuant to the provisions of the Enabling Legislation, which may directly or indirectly affect the terms and conditions of the Plan and the Disclosure Statement.

Guide to Interpretation. The Plan is intended to qualify for the tax benefits of Section 529 of the Code. Notwithstanding anything in the Disclosure Statement to the contrary, the terms and conditions applicable to your Account will be interpreted and/or amended to comply with the requirements of that Section and applicable regulations.

Creditor Protections. Federal law provides limited creditor protections based on the timing of contributions and the debtor's relationship to the Beneficiary. Generally, contributions made to a debtor's Account less than 365 days before the filing of a bankruptcy petition are included in the debtor Account Owner's bankruptcy estate and are not protected from creditors. Contributions up to \$5,850 made to a debtor's Account from 365 days to 72 days before the filing of a bankruptcy petition are generally not part of a debtor Account Owner's bankruptcy estate, provided that the Beneficiary is the debtor's child, stepchild, grandchild or step-grandchild. You should consult a legal advisor regarding the application of this specific law to your particular circumstances and for a determination of whether Montana or federal law applies to your situation.

Representation. All factual determinations regarding your or your Beneficiary's residency, Disabled status, and any other factual determinations regarding your Account will be made by the Board or its designee based on the facts and circumstances of each case.

Severability. In the event that any clause or portion of the Disclosure Statement or the Enrollment Form, including your representations, warranties, certifications, and acknowledgements, is found to be invalid or unenforceable by a valid court order, that clause or portion shall be severed from the Disclosure Statement or the Enrollment Form, as applicable, and the remainder of the Disclosure Statement or Enrollment Form, as applicable, shall continue in full force and effect as if such clause or portion had never been included.

Precedence. Except as otherwise expressly provided in the Trust Declaration, in the event of inconsistencies between the Disclosure Statement, the Management Agreement, Board policy or any rules adopted by the Board, and the Code or Montana statutes, the provisions of the Montana statutes or the Code, as applicable, shall govern. To the extent permitted by Montana law, the Code shall govern in the event of any inconsistencies between Montana statutes and the Code.

Montana Law. The Plan is created under the laws of the State. It is governed by, construed, and administered in accordance with the laws of the State. The venue for disputes and all other matters relating to the Plan will only be in the State.

Claims; Disputes. All decisions and interpretations by the Plan Officials in connection with the operation of the Plan will be final and binding upon you, the Beneficiary, and any other person affected. Any claim by you or your Beneficiary against the Plan Officials, individually or collectively, with respect to your Account shall be made solely against the assets in your Account. The obligations of the Plan under an Enrollment Form are moneys received from you and earnings and/or losses from your Account investments, and neither you nor your Beneficiary will have recourse against the Plan Officials, collectively or individually, in connection with any right or obligations arising out of an Account. Assets in your Account are not an obligation of the State. Accounts are not insured by the State and neither the principal deposited nor the investment return is guaranteed by the State. Establishment of an Account does not guarantee that a Beneficiary will be admitted to an Eligible Educational Institution or be allowed to continue enrollment at or graduate from an Eligible Educational Institution after admission. Establishing an Account does not establish Montana residence for a Beneficiary. The State does not guarantee that amounts saved in an Account will be sufficient to cover the Qualified Expenses of a Beneficiary. All obligations under your Account and the Disclosure Statement are legally binding contractual obligations of the Trust only. The Plan may liquidate assets in your Account to pay any fees, expenses or liabilities owed to the Trustee, the Trust, the Program Manager, or certain other entities performing services related to the Plan.

Correction of Errors. If, within 30 days after issuance of any Account statement or confirmation, you make no written objection to us regarding an error in the Account that is reflected on that statement, the statement will be deemed correct and binding upon you and your Beneficiary. If you do not write us to object to a confirmation within that time period, you will be considered to have approved it and to have released the Plan Officials from all responsibility for matters covered by the confirmation. Each Account Owner agrees to provide all information that we need to comply with any legal reporting requirements.

Use of Funds as Collateral. Your Account may not be pledged as security or collateral for a loan or be encumbered or mortgaged. You may not borrow amounts in your Plan Account or the related deposit Account.

Inconsistencies. This document is intended as a summary of the rules applicable to the Bank Plan. Every effort has been made to properly reflect in this document the applicable provisions of Montana law, the policies and procedures adopted by the Board, and federal and state income tax laws. Neither the Board nor the Bank is liable for any inconsistency between this summary and the applicable provisions governing the administration and operation of the Plan. You are encouraged to seek independent legal and tax advice.

Anti-Money Laundering Acts. Title III of The USA Patriot Act (P.L. 107-56) requires that regulations be promulgated requiring financial institutions, such as the Bank, to implement reasonable procedures for verifying the identity of any person seeking to open an Account, maintaining records of the information used to verify the person's identity, and determining whether the person appears on any lists of known or suspected terrorists or terrorist organizations provided to the financial institution by any government agency.

You should be aware that upon opening an Account, you must disclose certain personal information. The Bank will be required to verify the information provided and may use independent sources to verify. Your name will be cross-checked against a federal government agency list of known or suspected terrorists and terrorist organizations. College Savings Bank may share information with other banks and the federal government for the purpose of identifying or reporting suspected terrorism or money laundering.

GLOSSARY

Defined Terms: Terms used in this Disclosure Statement have the following meanings:

529 Plan: A college savings plan set up by a state government pursuant to Section 529 of the Code to allow you to contribute to an account established for paying a student's Qualified Expenses at an Eligible Educational Institution. Also known as a Qualified Tuition Program.

Account: An Account in the MFESP Bank Plan established by an Account Owner for a Beneficiary.

Account Owner, Joint Account Owner or you: An individual 18 years or older, an emancipated minor (as determined by Montana law), a trust, an estate, a partnership, an association, a company, a corporation, or a qualified Custodian under the Uniform Transfers to Minors Act, who signs an Enrollment Form establishing an Account. In certain cases, the Account Owner and Beneficiary may be the same person. An individual seeking to open an Account as an emancipated minor must submit a court order as well as any other documentation that we request, establishing that he or she is empowered to enter into a contract without the ability to revoke a contract based on age. Without such documentation, we will not open an Account for an emancipated minor.

ACH Plan: A service in which an Account Owner authorizes the Plan to transfer money, on a regular and predetermined basis, from a bank or other financial institution to an Account in the Plan.

Board: The Montana Board of Regents of Higher Education, as administrator of the Program and trustee of the Trust.

Bank Plan: The Montana Family Education Savings Program Bank Plan.

Beneficiary: The individual designated by an Account Owner, or as otherwise provided in writing to the Bank Plan, to receive the benefit of an Account.

CD Option: The CD Options available to Account Owners in the Bank Plan.

Code: Internal Revenue Code of 1986, as amended. There are references to various Sections of the Code throughout this Disclosure Statement, including Section 529 as it currently exists and as it may subsequently be amended, and any regulations adopted under it.

Committee: The Montana Family Education Savings Program oversight committee established by the Enabling Legislation.

Contribution Date: The day on which contributions to your Account are credited as follows:

- Contributions by check received before 2:00 p.m. Eastern time are credited on the same Exchange Business Day. Contributions by check received after 2:00 p.m. Eastern time are credited on the next Exchange Business Day.
- Contributions by E-Check are credited on the next Exchange Business Day.
- Contributions by ACH Plan are credited on the Exchange Business Day received.
- All other Contribution Dates vary by method and timing of the contribution.

Custodian: The individual who opens an Account on behalf of a minor Beneficiary with assets from an UGMA/UTMA Account. Generally, the Custodian will be required to perform all duties of the Account Owner with regard to the Account until the Account Owner attains the age of majority, is otherwise emancipated, or the Custodian is released or replaced by a valid court order. The Custodian of an Account funded from an UGMA/ UTMA Account may not change the Account Owner or Beneficiary.

Distribution Tax: A federal surtax required by the Code that is equal to 10% of the earnings portion of a Non-Qualified Distribution.

Disabled or Disability: Condition of a Beneficiary who is unable to do any substantial gainful activity because of any medically determinable physical or mental impairment which can be expected to result in death or to be of long-continued and indefinite duration. We will require medical documentation to verify this condition. See IRS Publication 970 available at <http://www.irs.gov/publications/p970/> for further details.

Early Withdrawal Penalty: A penalty charged by CSB in the event of a distribution from your Account prior to the Maturity Date of the CD in which your CD Option invests. This penalty ranges from 3-months interest to 10% depending on the timing of the distribution and the type of CD terminated.

E-Check: A service in which an Account Owner authorizes the Bank Plan to transfer money from a bank or other financial institution to an Account in the Plan.

Eligible Educational Institution: An institution as defined in Section 529(e) of the Code. Generally, the term includes accredited post-secondary educational institutions or vocational schools in the United States and some accredited post-secondary educational institutions or vocational schools abroad offering credit toward a bachelor's degree, an associate's degree, a graduate level or professional degree, or another recognized postsecondary credential. The institution must be eligible to participate in a student financial aid program under Title IV of the Higher Education Act of 1965 (20 U.S.C. §1088). You can generally determine if a school is an Eligible Education Institution by searching for its Federal School Code (identification number for schools eligible for Title IV financial aid programs) at www.fafsa.ed.gov/FOTWWebApp/FSLookupServlet.

Enabling Legislation: The law that established the Montana Family Education Savings Program and the Family Education Savings Trust. (Montana Code Annotated, Title 15, Chapter 62).

Enrollment Form: A participation agreement between an Account Owner and the Board, establishing the obligations of each and prepared in accordance with the provisions of the Bank Plan.

Exchange Business Day: A trading day of the New York Stock Exchange.

FDIC: Federal Deposit Insurance Corporation.

Fees: Any fees, costs, expenses, and charges associated with the Bank Plan.

Financial Advisor: An entity or individual who provides fee-based services.

IRS: Internal Revenue Service.

Issue Date: The date a CollegeSure CD, InvestorSure CD or a Fixed Rate CD, as applicable, is issued.

Management Agreement: An agreement between the Board and the Bank, as the Program Manager, to provide the Bank Plan with administrative, Account servicing, marketing and promotion, and investment management services. The agreement between the Board and the Bank is now effective and will terminate in 2013.

Montana Resident: An Account Owner or Beneficiary who has registered a Montana address with the Bank Plan.

Market Measure: The Market Measure for the InvestorSure CD is the S&P 500.

Maturity Date: The date of maturity established for a CollegeSure CD, InvestorSure CD or Fixed Rate CD, as applicable.

Maximum Account Balance: The maximum aggregate balance of all accounts for the same Beneficiary in Qualified Tuition Programs sponsored by the State of Montana, as established by the Board from time to time, which will limit the amount of contributions that may be made to Accounts for any one Beneficiary, as required by Section 529 of the Code. The current Maximum Contribution Limit is \$350,000.

Member of the Family: An individual as defined in Section 529(e) (2) of the Code. Generally, this definition includes a Beneficiary's immediate family members. A Member of the Family means an individual who is related to the Beneficiary as follows:

- a son, daughter, stepson or stepdaughter, or a descendant of any such person;
- a brother, sister, stepbrother or stepsister;
- the father or mother, or an ancestor or either;
- a stepfather or stepmother;

- a son or daughter of a brother or sister;
- a brother or sister of the father or mother;
- a son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, or sister-in-law;
- the spouse of the Beneficiary or the spouse of any individual described above; or
- a first cousin of the Beneficiary

For purposes of determining who is a Member of the Family, a legally adopted child or a foster child of an individual is treated as the child of that individual by blood. The terms “brother ” and “sister” include half brothers and half sisters.

Non-Qualified Distributions: A distribution from an Account that is not one of the following:

- A Qualified Distribution
- A distribution paid to a beneficiary of the Beneficiary (or the estate of the Beneficiary) on or after the death of the Beneficiary;
- A distribution by reason of the Disability of the Beneficiary;
- A distribution by reason of the receipt of a qualified scholarship or Tuition Assistance by the Beneficiary (to the extent the amount withdrawn does not exceed the amount of the scholarship);
- A distribution by reason of the Beneficiary’s attendance at certain specified military academies;
- A distribution resulting from the use of Education Credits as allowed under federal income tax law; or
- A Rollover Distribution to another Qualified Tuition Program that is not sponsored by the State of Montana in accordance with the Code, with appropriate documentation.

Plan: The Montana Family Education Savings Program Bank Plan.

Plan Officials: The State, the Board, the Committee, any other agency of the State, the Program Manager, and any other counsel, advisor, or consultant retained by, or on behalf of, those entities and any affiliate, employee, officer, official, or agent of those entities.

Policies: Policies relating to the Program adopted as part of the Board Policy and Procedures Manual. The Board may adopt new policies or amend existing policies at any time, in its sole discretion.

Program Manager: College Savings Bank has been engaged by the Board to provide Program Management Services, on behalf of the Bank Plan.

Qualified Distribution: A distribution from an Account that is used to pay Qualified Expenses of the Beneficiary.

Qualified Expenses: Qualified higher education expenses as defined in the Code and as may be further limited by the Bank Plan. Generally, these include the following:

- Tuition, fees and the costs of textbooks, supplies, and equipment required for the enrollment or attendance of a student at an Eligible Educational Institution;
- Certain costs of room and board of a student for any academic period during which the student is enrolled at least half-time at an Eligible Educational Institution;
- Expenses for special needs students that are necessary in connection with their enrollment or attendance at an Eligible Educational Institution.

Qualified Tuition Program or 529 plan: A qualified tuition program under Section 529 of the Code.

Recoverable withdrawal: a nonqualified withdrawal or any other withdrawal of a contribution made within three (3) years of the time the account was opened.

Rollover Distribution: A distribution resulting from a change of Beneficiary to another Beneficiary who is a Member of the Family, either within the Bank Plan or between Qualified Tuition Programs, or a rollover or transfer of assets between Qualified Tuition Programs for the same Beneficiary, provided another rollover or transfer for the same Beneficiary has not occurred in the previous 36 months.

Rules: The administrative rules adopted by the Montana Department of Revenue (see Mont. Admin. R. 42.15.801). The Rules may be amended from time to time by the Montana Department of Revenue.

State: The State of Montana.

Successor Account Owner: The person named in the Enrollment Form or otherwise in writing to the Bank Plan by the Account Owner, who may exercise the rights of the Account Owner under the Plan if the Account Owner dies or is declared legally incompetent. The Successor Account Owner may be the Beneficiary if the Beneficiary is 18 years or older.

Trust: The Family Education Savings Trust, as established by the Enabling Legislation. When you invest in the Bank Plan, you are purchasing Portfolio Units issued by the Trust.

Tuition: The charges assessed by an Eligible Educational Institution for enrollment at the institution including, but not limited to, all mandatory fees imposed as a condition of enrollment toward a degree.

Tuition Assistance: A benefit earned by certain individuals employed by Eligible Educational Institutions whereby family members who attend these Eligible Educational Institutions may receive partial or full waivers for payment of Qualified Expenses.

UGMA/UTMA: Uniform Gifts to Minors Act/Uniform Transfers to Minors Act.

Upside Payment: The Upside Payment is the investment return (if any) paid on each InvestorSure CD at maturity as calculated in accordance with the terms and conditions specified in this Disclosure Statement.

Valuation Date: With respect to an InvestorSure CD, the Valuation Dates are the Exchange Business Days coinciding with 20 quarterly observations between the Issue Date and Maturity Date of the InvestorSure CD. If the exact day of the month is not an Exchange Business Day, the Valuation Date that month is the first preceding Exchange Business Day.

We or our: The MFESP Bank Plan, the Board (as Trustee of the Trust), the Board and the Program Manager.

REPRESENTATIONS, WARRANTIES, CERTIFICATIONS, AND ACKNOWLEDGEMENTS

Account Owner's Indemnity. As an Account Owner, I agree to and acknowledge the following indemnity:

I am opening an Account in the Trust based upon my statements, agreements, representations, warranties, and covenants as set forth in the Disclosure Statement and the Enrollment Form.

I, through the Enrollment Form and the Trust Declaration, indemnify and hold harmless the Plan Officials from and against any and all loss, damage, liability, penalty, tax, or expense, including costs of reasonable attorneys' fees, which they incur by reason of, or in connection with, any misstatement or misrepresentation that is made by me or my Beneficiary, any breach by me of the acknowledgements, representations, or warranties in the Disclosure Statement and the Enrollment Form, or any failure by me to fulfill any covenants or agreements in the Disclosure Statement, or the Enrollment Form.

Account Owner's Representations and Acknowledgements.

I, as Account Owner, represent and warrant to, and acknowledge and agree with, the Board regarding the matters set forth in the Disclosure Statement and the Enrollment Form including that:

1. I have received, read, and understand the terms and conditions of the Disclosure Statement and Enrollment Form and any additional information provided to me by the Plan Officials with respect to the Trust or the Plan.
2. I certify that I am a natural person, at least 18 years of age, and a citizen or a resident of the United States of America, who resides in the United States of America or that I have the requisite authority to enter into this participation agreement and to open an Account on behalf of the Beneficiary. I also certify that the person named as Beneficiary of the Account is a citizen or a resident of the United States of America.
3. I understand that the Plan is intended to be used only to save for qualified higher education expenses.
4. I understand that any contributions credited to my Account will be deemed by the Plan Officials to have been received from me and that contributions by third parties may result in adverse tax or other consequences to me or those third parties.
5. If I am establishing an Account as a custodian for a minor under UGMA/UTMA, I understand and agree that I assume responsibility for any adverse consequences resulting from the establishment, maintenance, or termination of the Account.
6. If I am establishing an Account as a trustee for a trust, I represent that (i) the trustee is the Account Owner; (ii) the individual signing the Enrollment Form is duly authorized to act as trustee for the trust; (iii) the Disclosure Statement may not discuss tax consequences and other aspects of the Plan of particular relevance to the trust and individuals having an interest in the trust; and (iv) the trustee, for the benefit of the trust, has consulted with and relied on a professional advisor, as deemed appropriate by the trustee, before becoming an Account Owner.
7. I have been given an opportunity to ask questions and receive answers concerning the terms and conditions of the Bank Plan and the Disclosure Statement.
8. I understand that the Program Manager will deposit my contributions, as directed by the Trustee, into the FDIC-insured deposit accounts that I select.
9. In making my decision to open an Account and completing my Enrollment Form, I have not relied upon any representations or other information, whether written or oral, other than as set forth in the Disclosure Statement, and I have considered the availability of alternative education savings and investment programs, including other Qualified Tuition Programs.

10. I understand that I am solely responsible for determining which Qualified Tuition Program is best suited to my needs and objectives. I understand that the CD Options within the Bank Plan may not be suitable, and that the Plan may not be suitable, for all investors as a means of saving and investing for higher education costs. I have determined that an investment in the Plan is a suitable investment for me as a means of saving for the Qualified Expenses of the Beneficiary.
11. I have been given an opportunity to obtain any additional information needed to complete my Enrollment Form and/or verify the accuracy of any information I have furnished. I certify that all of the information that I provided in the Enrollment Form and any other documentation subsequently furnished in connection with the opening or maintenance of, or any withdrawals from, my Account is and shall be accurate and complete, and I agree to notify the Board or the Program Manager promptly of any material changes in such information.
12. The value of my Account depends upon the applicable interest rate or the performance of the CD Option I select. I understand that if I withdraw funds from my Account prior to the maturity of the CD held through my Account, that I may incur an Early Withdrawal Penalty and the value of my Account may then be less than the amounts contributed to the Account. I understand that the value of the Account may not be adequate to fund actual Qualified Expenses.
13. I understand that although I own Trust interests in a CD Option, I am not a depositor of the Bank and have no rights of a depositor (other than rights to the benefit of FDIC insurance as provided in FDIC insurance rules and regulations). I further understand that I received no advice or investment recommendation from, or on behalf of, the Plan Officials.
14. I understand that neither the Trustee nor the State of Montana guarantees the rate of return or interest on my Account, and none of the Plan Officials is liable for any loss incurred by me as a result of participating in the Bank Plan. The State of Montana does not insure my Account, my contributions to the Trust, or any rate of return on the contributions.
15. I understand that the deposit account at CSB corresponding to my Account will be insured by the FDIC as if I were the depositor. I further understand that limitations apply to the amount of FDIC insurance applicable to my Account and that the FDIC does not guarantee interest that has not accrued.
16. I understand that if I am investing in the InvestorSure CD Option, the Plan Officials do not guarantee any specific rate of interest, and offer no warranties, either expressed or implied, that the InvestorSure CD will result in any Upside Payment. I further understand that the Plan Officials disclaim any liability for damages incurred by me as a result of the purchase of an InvestorSure CD Option, including compensatory, punitive, indirect or consequential damages (including lost profits).
17. I understand that so long as the Program Manager serves as a program manager to the Trust with respect to the Bank Plan, funds in my Account will be invested in CDs or a savings Account.
18. After I make my initial contribution to a specific CD Option, I will be allowed to direct the further investment of that contribution, subject to any applicable Early Withdrawal Penalties, no more than one (1) time per calendar year.
19. I cannot use my Account as collateral for any loan. I understand that any attempt to use my Account as collateral for a loan would be void. I also understand that the Trust will not lend any assets to my Beneficiary or to me.
20. I understand that the Program Manager has the right to provide a Financial Advisor identified by me to the Plan with access to financial and other information regarding my Account.
21. I understand that, unless otherwise provided in a written agreement between me and a Financial Advisor, or between me and the Board or the Program Manager, no part of my participation in the Plan will be considered the provision of an investment advisory service.
22. Except as described in this Disclosure Statement, I will not assign or transfer any interest in my Account. I understand that, except as provided under Montana law, any attempt to assign or transfer that interest is void.
23. I acknowledge that the Plan intends to qualify for favorable federal tax treatment under the Code. Because this qualification is vital to the Plan, the Board may modify the Plan or amend this Disclosure Statement at any time if the Board decides that the change is needed to meet the requirements of the Code or the regulations administered by the IRS pursuant to the Code, Montana State law, or applicable rules or regulations adopted by the Board or to ensure the proper administration of the Plan.

24. The Plan Officials, individually and collectively, do not guarantee that my Beneficiary will be accepted as a student by any institution of higher education or other institution of post-secondary education; if accepted, will be permitted to continue as a student; will be treated as a state resident of any state for Qualified Expense purposes; will graduate from any institution of higher education or other institution of post-secondary education; or will achieve any particular treatment under any applicable state or federal financial aid programs; or guarantee any rate of return or benefit for contributions made to my Account.
25. I understand that none of the Plan Offices has any duty to determine or advise me of the legal, investment, tax, or other consequences of my actions, of their actions in following my directions, or of their failing to act in the absence of my directions.
26. The Plan Officials, individually and collectively, are not: a. liable for a failure of the Bank Plan to qualify or to remain a Qualified Tuition Program under the Code including any subsequent loss of favorable tax treatment under state or federal law; b. liable for any loss of funds contributed to my Account or for the denial to me or my Beneficiary of a perceived tax or other benefit under the Plan, the Trust or the Enrollment Form; or c. liable for loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, acts of terrorism, strikes, or other conditions beyond their control.
27. My statements, representations, warranties, and covenants will survive the termination of my Account.

MFESP Bank Plan

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Princeton, NJ 08543

phone: 1.800.888.2723 **fax:** 609.987.3760

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Documents and reports that are referenced in this disclosure statement are available upon request from the Bank.

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IMPORTANT DISCLOSURES ON THE FOLLOWING MATTERS ARE INCLUDED
AT THE LOCATIONS NOTED IN THE FOLLOWING TABLE:

Topic	Page
Account owner and beneficiary requirements	6
Contribution limitations and penalties	7
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General risks.....	10
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Investment risks	12
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For more information about the Bank Plan call **1.800.888.2723** or log on at: **www.collegesavings.com/montana**.