

CREDIT UNION COVERDELL ESA CUSTODIAL AGREEMENT (rev. 12/2006)

1. CONTRIBUTIONS

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

2. INVESTMENT LIMITATIONS

No part of the custodial account funds may be invested in life insurance contracts, nor may the assets of the custodial account be commingled with other property, except in a common investment fund (within the meaning of section 530(b)(1)(D)).

3. REQUIRED DISTRIBUTIONS

3.1 At Age 30. Any balance to the credit of the designated beneficiary on the date on which he or she attains age 30 shall be distributed to him or her within 30 days of such date.

3.2 Following Death. Any balance to the credit of the designated beneficiary shall be distributed within 30 days of his or her death unless the death beneficiary is a family member of the designated beneficiary and is under the age of 30 on the date of death. In such case, that family member shall become the designated beneficiary as of the date of death.

4. INVESTMENT DIRECTIONS

The depositor shall have the power to direct the custodian regarding the investment of the initial amount assigned to the custodial account (including earnings thereon) in the investment choices offered by the custodian. The responsible individual, however, shall have the power to redirect the custodian regarding the investment of such amounts, as well as the power to direct the custodian regarding the investment of all additional contributions (including earnings thereon) to the custodial account. In the event that the responsible individual does not direct the custodian regarding the investment of additional contributions (including earnings thereon), the initial investment direction of the depositor also will govern all additional contributions made to the custodial account until such time as the responsible individual otherwise directs the custodian. Unless otherwise provided in this agreement, the responsible individual also shall have the power to direct the custodian regarding the administration, management, and distribution of the account.

5. RESPONSIBLE INDIVIDUAL

The responsible individual named by the depositor shall be a parent or guardian of the designated beneficiary. The custodial account shall have only one responsible individual at any time. If the responsible individual becomes incapacitated or dies while the designated beneficiary is a minor under state law, the successor responsible individual shall be the person named to succeed in that capacity by the preceding responsible individual in a witnessed writing, or if no successor is so named,

the successor responsible individual shall be the designated beneficiary's other parent or successor guardian. If a family member under the age of majority under state law becomes the designated beneficiary by reason of being a death beneficiary, the responsible individual shall be such designated beneficiary's parent or guardian.

6. CHANGING THE DESIGNATED BENEFICIARY

The responsible individual may not change the beneficiary designated under this agreement to another member of the designated beneficiary's family described in section 529(e)(2).

7. REPORTING

7.1 The depositor agrees to provide the custodian with the information necessary for the custodian to prepare any reports required under section 530(h).

7.2 The custodian agrees to submit to the Internal Revenue Service (IRS) and responsible individual the reports prescribed by the IRS.

8. CONTROLLING SECTIONS

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles 1 through 3 will be controlling. Any additional articles inconsistent with section 530 and the related regulations will be invalid.

9. AMENDMENTS

This agreement will be amended from time to time to comply with the provisions of the Code and related regulations. Other amendments may be made with the consent of the depositor and custodian whose signatures appear on the application form.

The custodian may also amend this agreement at any time by sending the responsible individual a copy of the amendment. An amendment will become effective 30 days after it is mailed to the responsible individual, unless the custodian receives an objection to the amendment from the responsible individual.

The depositor may amend the election on whether the designated beneficiary becomes the responsible individual when reaching the age of majority. An amendment to prevent this from happening must be made before the designated beneficiary reaches the age of majority. An amendment to cause this to happen can be made at any time.

10. GENERAL PROVISIONS

10.1 Forms, Notices, and Reports. The responsible individual will mail notices to the custodian or to an agent specified by the custodian. The responsible individual will notify the trustee of any change in the name and address of the designated beneficiary or the responsible individual. The trustee may require the responsible individual to use the trustee's forms. A copy of the application when attached to a copy of this agreement (including amendments) will be considered an original agreement. The custodian will mail notices and reports to the last known address of the recipient according to its records. If the custodian does not receive a notice that information in a report appears to be inaccurate within 60 days after mailing the report, it may treat the information contained in the report as accurate for all purposes.

10.2 Custodian's Liability. The custodian will not be liable for any loss or damage unless it is caused by a violation of an express provision of this agreement or by a lack of good faith in acting in compliance with this agreement.

10.3 Custodian's Fees. The custodian may charge reasonable fees for its services and deduct such fees from the assets of the Coverdell ESA.

10.4 Change of Custodian. The custodian can substitute a successor custodian, and it will do so if it receives notice from the IRS that such substitution is required to protect the tax status of this Coverdell ESA. If the custodian resigns without substituting another custodian or the custodian is removed by the governmental agency that regulates it, then CUNA Mutual Group, Madison, Wisconsin, will appoint a successor custodian and notify the responsible individual of the change. A successor custodian will have all of the same duties and rights granted to the original custodian under this agreement. A successor custodian will not be liable for any act or omission of a predecessor custodian.

10.5 Termination. The custodian may terminate this Coverdell ESA upon 30 days' notice to the responsible individual. In such event this Coverdell ESA will be paid out to the responsible individual, unless during this 30-day period the responsible individual instructs the custodian to transfer it directly to another Coverdell ESA.

10.6 Security Interest Waiver. The custodian waives the provisions of any written contract that grants it a security interest in this Coverdell ESA.

10.7 Controlling Law. Payments to a minor or a person who is legally incompetent will be controlled by the laws of the state in which that person resides. In all other cases, the administration of this Coverdell ESA will be governed by the laws in effect at our office that primarily serves the designated beneficiary.

10.8 Disclosure of Account Information. The custodian may use third-party service providers to assist in administering the Coverdell ESA. The custodian may release nonpublic personal information regarding the Coverdell ESA to third-party service providers as necessary to provide the products and services made available under this agreement; to evaluate the custodian's business operations; and to analyze potential product, service, or process improvements.

11. DEATH BENEFICIARIES

11.1 Naming Your Death Beneficiaries. The responsible individual may name a primary and a secondary death beneficiary, and may change the death beneficiaries at any time. The original selection and any subsequent changes can only be made by completing and signing a death beneficiary selection form that we will provide upon request, and we will not be responsible for following instructions on signature cards or on any other documents. A death beneficiary selection remains effective after the amendment of the terms of this agreement.

11.2 No Named Death Beneficiaries. If none of the named death beneficiaries are alive following the death of the designated beneficiary or if the custodian has not received a death beneficiary selection form, then: (a) The designated beneficiary's spouse will be the death beneficiary, or (b) If the designated beneficiary is not survived by a spouse, then the assets of this Coverdell ESA will be distributed to the designated beneficiary's estate.

CREDIT UNION COVERDELL ESA DISCLOSURE STATEMENT (rev. 12/2006)

Parents, grandparents, other family members, friends, and a child him/herself may contribute to the child's Coverdell Education Savings Account (ESA), provided that the total contributions for the child during the taxable year do not exceed the \$2,000 limit. Amounts deposited in the account grow tax-deferred until distributed, and the child will not owe tax on any withdrawal from the account if the child's qualified education expenses paid during the year equal or exceed the amount of the withdrawal. If the child does not need the money for education, the account balance can be rolled over to the Coverdell ESA of certain family members who can use it for their education. A portion of amounts withdrawn from a Coverdell ESA that exceed the child's qualified education expenses in a taxable year is subject to income tax and is generally subject to an additional tax of 10 percent.

Q1: What is a Coverdell ESA?

A1: A Coverdell ESA is a trust or custodial account that is created or organized in the United States exclusively for the purpose of paying the qualified education expenses of the designated beneficiary of the account. The account must be designated as a Coverdell ESA when it is created in order to be treated as a Coverdell ESA for tax purposes.

Q2: For whom may a Coverdell ESA be established?

A2: A Coverdell ESA may be established for the benefit of any child under age 18. Contributions to the Coverdell ESA will not be accepted after the designated beneficiary reaches his/her 18th birthday. The IRS is authorized to issue regulations allowing contributions after age 18 for special needs beneficiaries.

Q3: Where may an individual open a Coverdell ESA?

A3: An individual may open a Coverdell ESA with any bank or any entity that has been approved to serve as a nonbank trustee or custodian of an individual retirement account (IRA) if the bank or entity is offering Coverdell ESAs.

Q4: How much may be contributed to a child's Coverdell ESA?

A4: Up to \$2,000 per year in aggregate contributions may be made for the benefit of any child. The contributions may be placed in a single Coverdell ESA or in multiple Coverdell ESAs.

Q5: When can Coverdell ESA contributions be made for a child?

A5: Regular contributions can be made to a Coverdell ESA for a year up until the time prescribed by law for filing the tax return for that year (excluding extensions). If a calendar tax year is used, the deadline for making a regular Coverdell ESA contribution is April 15 of the following year. If April 15 is on a weekend or a legal holiday, then the deadline is the next business day. A contribution can be made on or before this deadline, even if the tax return has already been filed for the tax year.

There is no special time during this period for making a contribution. Contributions may be made periodically throughout the year or in a single contribution for the year.

Q6: What happens if more than \$2,000 is contributed to a Coverdell ESA on behalf of a child in a calendar year?

A6: Aggregate contributions for the benefit of a particular child in excess of \$2,000 for a calendar year are treated as excess contributions. If the excess contributions (and any earnings attributable to them) are not withdrawn from the child's account (or accounts) by May 31 of the year after the year for which the contributions were made, the excess contributions are subject to a 6 percent excise tax for each year the excess amount remains in the account.

Q7: May contributions other than cash be made to a child's Coverdell ESA?

A7: No. Coverdell ESAs are permitted to accept contributions made in cash only.

Q8: May contributors take a deduction for contributions made to a Coverdell ESA?

A8: No.

Q9: Are there any restrictions on who can contribute to a Coverdell ESA?

A9: Any individual may contribute up to \$2,000 to a child's Coverdell ESA if the individual's modified adjusted gross income for the taxable year is no more than \$95,000 (\$190,000 for married taxpayers filing jointly). The \$2,000 maximum contribution per child is gradually reduced for individuals with modified adjusted gross income between \$95,000 and \$110,000 (between \$190,000 and \$220,000 for married taxpayers filing jointly). For example, an unmarried taxpayer with modified adjusted

gross income of \$96,500 in a taxable year could make a maximum contribution per child of \$1,800 for that year. Taxpayers with modified adjusted gross income above \$110,000 (\$220,000 for married taxpayers filing jointly) cannot make contributions to anyone's Coverdell ESA.

Q10: May a child contribute to his/her own Coverdell ESA?

A10: Yes.

Q11: Does a taxpayer have to be related to the designated beneficiary in order to contribute to the designated beneficiary's Coverdell ESA?

A11: No.

Q12: How many Coverdell ESAs may a child have?

A12: There is no limit on the number of Coverdell ESAs that may be established designating a particular child as beneficiary. However, for any given taxable year the total aggregate contributions to all the accounts designating a particular child as beneficiary may not exceed \$2,000.

Q13: Can the funds in a Coverdell ESA be used to pay qualified education expenses if the designated beneficiary is enrolled less than full-time at an eligible educational institution?

A13: Yes. Whether the designated beneficiary is enrolled full-time, half-time, or less than half-time, a distribution from the account used to pay qualified education expenses is tax-free.

Q14: What happens when a distribution from a Coverdell ESA is used to pay educational expenses?

A14: Generally the distribution is tax-free if it does not exceed the designated beneficiary's qualified education expenses.

Q15: What are "qualified education expenses"?

A15: The term "qualified education expenses" means qualified elementary and secondary education expenses (Q&A16) and qualified higher education expenses (Q&A17).

CREDIT UNION COVERDELL ESA DISCLOSURE STATEMENT (continued)

Q16: What are “qualified elementary and secondary education expenses”?

A16: Qualified elementary and secondary education expenses are the total of the following:

- (1) expenses for tuition, fees, academic tutoring, books, supplies, equipment and special needs services (for a special needs beneficiary) incurred in connection with enrollment or attendance of the designated beneficiary as an elementary or secondary school student at a public, private, or religious school as determined under state law;
- (2) expenses for room and board, uniforms, transportation, and supplementary items and services (e.g., extended day programs) required or provided by a school in connection with enrollment or attendance; and
- (3) purchase of computer technology or equipment or Internet access to be used by the beneficiary and his or her family while the beneficiary is in elementary or secondary school, except that this does not include software for sports, games, or hobbies unless the software is predominantly educational.

Q17: What are “qualified higher education expenses”?

A17: Qualified higher education expenses are the expenses for tuition, fees, books, supplies, and equipment required for the enrollment or attendance of the designated beneficiary at an eligible higher educational institution.

Qualified higher education expenses also include amounts contributed to a qualified state tuition program.

Qualified higher education expenses also include room and board (generally the school's posted room and board charge, or \$2,500 per year for students living off-campus and not at home) if:

- (1) for at least one academic period (e.g., semester, trimester, quarter) beginning during the calendar year, the student is enrolled at least half-time in a program leading to a degree, certificate, or other recognized educational credential, and
- (2) the student is free of any conviction for a Federal or State felony offense consisting of the possession or distribution of a controlled substance.

A student will be considered to be enrolled at least half-time if the student is enrolled for at

least half the full-time academic workload for the course of study the student is pursuing as determined under the standards of the institution where the student is enrolled. The institution's standard for a full-time workload must equal or exceed the standards established by the Department of Education under the Higher Education Act and set forth in 34 C.F.R. section 674.2(b).

An eligible educational institution is any college, university, vocational school, or other postsecondary educational institution that is described in section 481 of the Higher Education Act of 1965 (20 U.S.C. 1088) and, therefore, is eligible to participate in the student aid programs administered by the Department of Education. This category includes virtually all accredited public, nonprofit, and proprietary postsecondary institutions. (The same eligibility requirements for institutions apply for the Hope Scholarship Credit, the Lifetime Learning Credit, and early withdrawals from IRAs for qualified education expenses.)

Q18: What happens if the designated beneficiary does not have any qualified education expenses in the year in which there is a distribution?

A18: Except as noted in answer 19 for rollovers, if the designated beneficiary does not have any qualified education expenses during the year in which money is distributed from the account, a portion of the distribution is subject to income tax. The taxable portion is the portion that represents earnings that have accumulated tax-deferred in the account. The taxable portion of the distribution is also subject to a 10 percent additional tax unless an exception applies.

Q19: Is a distribution from a Coverdell ESA taxable if the distribution is contributed to another Coverdell ESA?

A19: Any amount distributed from a Coverdell ESA and rolled over to another Coverdell ESA for the benefit of the same designated beneficiary or certain members of the designated beneficiary's family is not taxable. An amount is rolled over if it is paid to another Coverdell ESA on a date within 60 days after the date of the distribution. Members of the designated beneficiary's family include the designated beneficiary's children and their descendants, stepchildren and their descendants, siblings and their children, parents and grandparents, stepparents, spouses of all the foregoing, and first cousins of the designated beneficiary. For example, if there is \$5,000 left in a daughter's Coverdell ESA when she graduates from college, the responsible individual can roll the \$5,000 balance over into a Coverdell ESA for her brother. The distribution from the daughter's Coverdell ESA is not subject to tax, and

the contribution to the son's Coverdell ESA does not affect the \$2,000 annual limit on contributions to the son's Coverdell ESA.

Q20: What happens to the assets remaining in a Coverdell ESA after the designated beneficiary finishes his/her postsecondary education?

A20: The responsible individual can have the custodian transfer the remaining assets directly to a Coverdell ESA for a member of the designated beneficiary's family. The responsible individual can also withdraw the money and within 60 days contribute the amount withdrawn to a Coverdell ESA for a member of the designated beneficiary's family. The tax laws impose limits on the family members that qualify.

The responsible individual can also withdraw the money and turn it over to the designated beneficiary. The designated beneficiary will be subject to income tax on the portion of the withdrawal representing earnings inside the account to the extent that distributions during the year exceed the designated beneficiary's qualified education expenses.

Q21: Rather than rolling over money from one Coverdell ESA to another, may the designated beneficiary of the account be changed from one child to another without triggering a tax?

A21: No, not under the Credit Union Coverdell ESA Custodial Agreement.

Q22: May a student or the student's parents claim the Hope Scholarship Credit or Lifetime Learning Credit for the student's expenses in a taxable year in which the student receives money from a Coverdell ESA on a tax-free basis?

A22: Yes, but expenses used to claim the Hope Scholarship Credit and Lifetime Learning Credit may not also be used to take a tax-free withdrawal from a Coverdell ESA.

Q23: May contributions be made to both a qualified tuition program and a Coverdell ESA on behalf of the same designated beneficiary in the same taxable year?

A23: Yes.