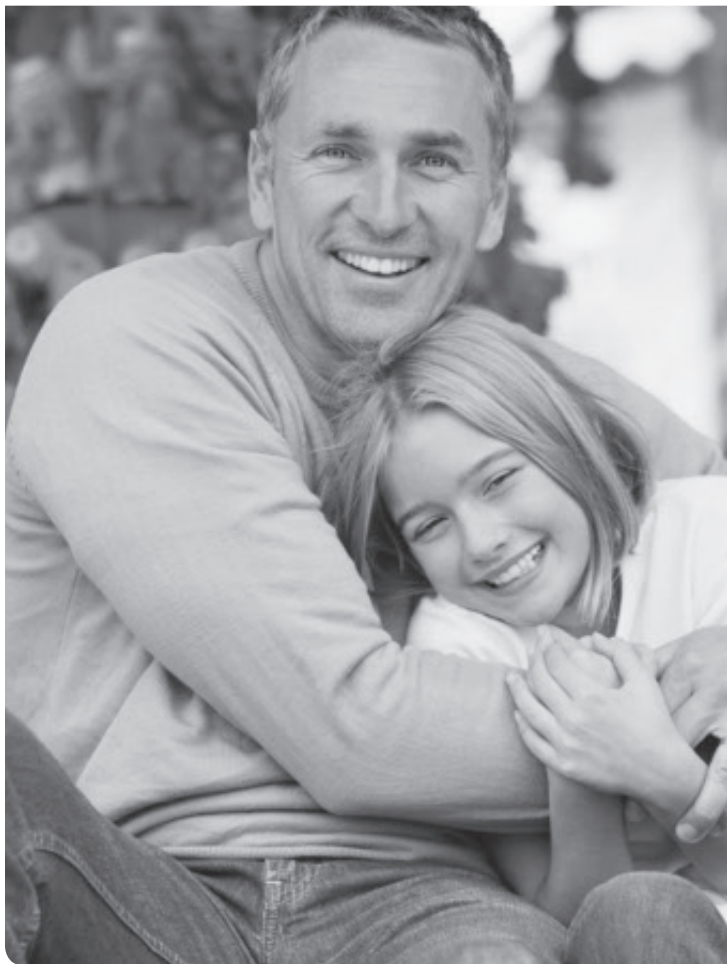


LearningQuest®  
529 EDUCATION SAVINGS PROGRAM



**LEARNING QUEST®  
HANDBOOK**

**JULY 1, 2011**

This Handbook is for individuals establishing an account directly with Learning Quest®. There is a separate Handbook for accounts that are established through a financial professional. Please contact us or your financial professional for a copy.

**Before investing, carefully consider the plan's investment objectives, risks, charges and expenses. This information and more about the plan can be found in this document, and should be read carefully before investing. Consider before investing whether your or the beneficiary's home state offers a 529 Plan that provides its taxpayers with state tax and other benefits not available through this plan. Favorable state tax treatment or other benefits may be available only if you invest in your or your beneficiary's home state's 529 Plan. State-based benefits should be one of many appropriately weighted factors to be considered in making an investment decision, and you should consult with your financial professional or contact your home state's plan to learn more about how these benefits or limitations would apply to your situation.**

The Learning Quest portfolios have not been registered with the U.S. Securities and Exchange Commission or with any state securities commissions pursuant to exemptions from registration available for obligations issued by a public instrumentality of a state. You may request more information about the American Century Investments® funds held by the portfolios by calling 1-800-579-2203. More information about the Vanguard® funds held by the portfolios may be requested by calling Vanguard at 1-866-734-4530.

Notice: Accounts established under Learning Quest and their earnings are neither insured nor guaranteed by the state of Kansas, the Kansas State Treasurer or American Century Investments.

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All other marks are the exclusive property of their respective owners.

## Risk Factors

**Risk of Investment Loss.** As with any investment, it is possible to lose money by investing in this plan. The value of your Learning Quest account will fluctuate, and it is possible for the value of your account to be less than the amount you invested.

**Risk of Tax Law Changes.** From time to time there may be changes to federal and state tax laws and Section 529 that may change the terms and conditions of this program. You will be notified of these changes in a timely manner.

**Risk of Reduced Financial Aid Eligibility.** An investment in a 529 Plan may affect federal financial aid eligibility. See Page 12 for more information.

**Risk of Plan Changes.** From time to time the program administrator may make changes to the plan, including changes to the fees and expenses. You will be notified of these changes in a timely manner.

The availability of tax or other benefits may be conditioned on meeting certain requirements, such as residency, purpose for or timing of withdrawals, or other factors.

The state of Kansas offers two 529 Plans. The Learning Quest 529 Education Savings Program is available through American Century Investments and financial professionals. The Schwab 529 College Savings Plan is available through Charles Schwab & Co., Inc. There are different investment options available under each plan as well as different investment managers and fee structures.

Kansas taxpayers may invest in a 529 Plan sponsored by any state and receive a Kansas adjusted gross income deduction for their contributions. This deduction applies to contributions of up to \$3,000 per student, per year (\$6,000 if married, filing jointly). See the instructions for your Kansas income tax return for more information.

The information presented in this booklet is for educational purposes only and is not intended as tax or investment advice. The information is believed to be accurate as of the date of printing and is subject to change without notice, except as required.

529 Plans are intended to be used only to save for qualified higher education expenses. 529 Plans are not intended to be used, nor should they 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.

IRS Circular 230 Disclosure: American Century Companies, Inc. and its affiliates do not provide tax advice. Accordingly, any discussion of U.S. tax matters contained herein (including any attachments) is not intended or written to be used, and cannot be used, in connection with the promotion, marketing or recommendation by anyone unaffiliated with American Century Companies, Inc. of any of the matters addressed herein or for the purpose of avoiding U.S. tax-related penalties.

## Administered by Kansas State Treasurer Ron Estes

Managed by American Century Investment Management, Inc.

American Century Investment Services, Inc., Distributor and Underwriter

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You can request any of the Learning Quest forms listed in this Handbook by calling us at 1-800-579-2203. Forms are also available at [learningquest.com](http://learningquest.com).

# PART 1 — A GUIDE TO YOUR LEARNING QUEST ACCOUNT

## Overview of Learning Quest

Learning Quest is a 529 education investment program established by the state of Kansas and managed by American Century Investment Management, Inc. It offers anyone who is a U.S. citizen or resident an easy way to invest for higher education. Congress created these types of tax-advantaged plans in 1996 under Section 529 of the Internal Revenue Code. These plans, sometimes called 529 Plans, offer tax-deferred earnings growth and other tax advantages. State-sponsored education savings programs also let you invest larger sums of money than other education savings methods.

## Benefits of Learning Quest

Learning Quest was designed with you in mind and provides some of the best features available in the college investing marketplace today. Some of the program's features include:

- Any earnings grow on a tax-deferred basis at the federal and Kansas state levels. Check with your tax advisor for your state's rules.
- The earnings portion of withdrawals used to pay for qualified education expenses is tax free at the federal and Kansas state levels.\* Check with your tax advisor for your state's rules.
- High total contribution limit — currently \$312,500 per beneficiary. This limit is based on the average expenses of five years of higher education and may be adjusted annually. The contribution limit is a combination of contributions and earnings.
- Contributions can be made to the account by check, electronic fund transfer, automatic investment from your bank account or paycheck.
- No annual account maintenance fee.
- Contributions are considered completed gifts for purposes of federal tax exclusion.
- No federal gift tax on contributions you make for a beneficiary of up to \$65,000 (\$130,000 for spousal gifts) in one year. You will need to elect to treat the

*\*The earnings portion of nonqualified withdrawals is subject to federal and state taxes and a 10% federal penalty tax.*

contribution as being made over a five-year period, and you cannot make any additional gifts to the beneficiary during that time.

- Flexibility for the beneficiary to use the account to pay for qualified expenses at any eligible educational institution, including community colleges, and vocational and technical schools but is generally limited to accredited U.S. institutions.
- Learning Quest offers you a variety of investment options so you can invest according to your investing style, comfort with risk and goals. Pick an age-based track if you want a diversified investment that becomes more conservative over time. Or select a static portfolio if you prefer to focus on a certain type of investment or want to decide when it is time to move your assets to another portfolio. See Page 12 for more information about investment options.

## Additional Benefits for Kansans

- Kansas taxpayers receive an annual adjusted gross income deduction on their state tax return for their contributions to Learning Quest or any 529 Plan sponsored by any other state up to \$3,000 per beneficiary, per year (\$6,000 if married, filing jointly). To take a deduction for your contribution, it must be postmarked by December 31 or submitted online by 3 p.m. Central time on December 31.
- The Kansas Investments Developing Scholars (K.I.D.S.) Matching Grant Program was developed for Kansas residents with incomes less than 200% of the federal poverty level. The state of Kansas will match the first \$600 that Account Owners contribute to a Learning Quest account for each beneficiary each year that you are eligible. The program is funded by general tax revenues and is subject to funding changes each year. Visit [www.kansasstatetreasurer.com/KIDS](http://www.kansasstatetreasurer.com/KIDS) or call 1-866-504-5898 for income requirements and other information on the K.I.D.S. program.

## Additional Features

**Any U.S. citizen or resident can open a Learning Quest account**, and anyone may contribute to an account, regardless of who opened it. Learning Quest is available to state and local governments, government agencies and not-for-profit organizations to fund their scholarship programs. It is also available to business entities that want to help students pay for a higher education.

**Anyone can be a beneficiary.** You can name any person who is a U.S. citizen or resident as the beneficiary of your account, and the beneficiary can be any age. You can even open an account for yourself to pursue a degree or vocational training in the future.

**Kansas residency not required.** You don't have to live in Kansas to participate in the program. Learning Quest is available to anyone who lives in the United States.

**No age or income requirements.** There are no age or income requirements to be an Account Owner, contributor or beneficiary of a Learning Quest account. A minor can also be an Account Owner with a Responsible Individual or custodian on the account to act on behalf of the minor. And, there is no date by which the account assets must be withdrawn.

**Joint Account Owners allowed.** You can open a Learning Quest account with Joint Account Owners. We will use the first Account Owner's name and Social Security number listed on the account application for IRS reporting purposes.

**Investment changes.** The IRS allows you to change your portfolio selection once during the calendar year without having to change the beneficiary. If your investment strategy or the time frame in which you need the money changes, call a Learning Quest Specialist for more information.

**Coordination with an Education Savings Account.** You can contribute to an Education Savings Account (ESA) and a 529 Plan for the same beneficiary in the same year. See Page 7 for information about how to transfer funds from an ESA to Learning Quest.

**UGMA/UTMA accounts.** If you are the custodian of a Uniform Gifts to Minors Act or Uniform Transfers to Minors Act (UGMA/UTMA) account, you may be able to transfer all or part of the account to a Learning Quest UGMA/UTMA account for the same minor. See Page 7 for more information.

**Invest through a financial professional.** You may establish a Learning Quest account through a financial professional instead of directly with Learning Quest. Investment options and fees will be different when you invest through a financial professional. For more information, please contact us for a copy of the *Learning Quest Advisor Handbook*.

## Program Administration and Roles

### Kansas State Treasurer's Office

Kansas State Treasurer Ron Estes is the program administrator for Learning Quest. His responsibilities include:

- Developing the program's rules and regulations
- Selecting the program manager
- Maintaining a program that strives to provide competitive investment returns for investors
- Ensuring ethical and efficient program management
- Ensuring the program complies with federal guidelines
- Presenting annual reports to the Kansas Legislature

To comply with Rule 15c2-12 of the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), American Century Investment Services, Inc., has entered into a continuing disclosure agreement with the Treasurer of the state of Kansas for the benefit of Account Owners. Under this agreement, the Treasurer will provide certain information and notices of the occurrence of certain enumerated events as required by Rule 15c2-12. Such information and notices will be filed with each Nationally Recognized Municipal Securities Information Repository or the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, and with any Kansas information depository. The respective directors, officers, members and employees of the office of the Treasurer shall have no liability for any act or failure to act under the disclosure agreement. The Treasurer reserves the right to modify its provisions for release of information pursuant to the disclosure agreement to the extent not inconsistent with the valid and effective provisions of Rule 15c2-12.

### American Century Investments

The Kansas State Treasurer selected American Century Investment Management, Inc., to provide investment management, account administration and communications for the program. Since 1958, American Century Investments has built its investment management business on the belief that success is measured by making others successful. This belief serves as the foundation for its investment principles and fuels the commitment to provide excellent client service. Offering a broad array of products and investment options,

American Century Investments focuses on delivering solid, consistent investment performance to meet investors' needs.

### **Upromise Investment Advisors, LLC**

American Century Investments has partnered with Upromise Investment Advisors, LLC ("Upromise Investments") to provide certain administration and online account management services for the plan. Upromise Investments is a leading administrator of 529 college savings plans, dedicated to meeting the needs of families saving for college across the country. Working with 529 Plans is their core business and the focal point of their technological innovations.

### **Program Information**

In establishing Learning Quest, the Kansas Legislature created the Kansas Postsecondary Education Savings Program. Money contributed to a Learning Quest account will be invested in one of the investment portfolios in the Kansas Postsecondary Education Savings Program. The money for all the accounts in a portfolio will be pooled together and invested toward a specific goal. An account will be composed of units of interest in the particular portfolio in which it is invested.

### **Independent Auditor**

The program manager has contracted with an independent auditor to perform annual audits of the plan's financial statements. The annual statement for the most recent fiscal year end, which includes the report of the independent auditor, is available at [learningquest.com](http://learningquest.com) or by calling 1-800-579-2203.

### **Definitions**

**Account Owner** – The person (or persons) who or entity that opens the account and may do the following:

- Select or change the beneficiary
- Make contributions
- Make withdrawals
- Request portfolio exchanges
- Roll over the assets to another state's 529 Plan once every 12 months without a change of beneficiary or anytime with a change of beneficiary

The Account Owner maintains ownership of the account and also may be the beneficiary of the account.

If the Account Owner is a minor (and also named as beneficiary), a Responsible Individual would need to be designated on the account to act on the behalf of the minor. The minor Account Owner/beneficiary cannot be changed on the account by the Responsible Individual. When the minor reaches age of majority, he or she will assume full control of the account.

In the case of UGMA/UTMA Custodial Account (see Page 7), the custodian will be designated as the Account Owner, and will have the same authority as above with the exception of changing the beneficiary.

**Designated Beneficiary** – The individual whose qualified education expenses can be paid from the account. He or she can be anyone who is a U.S. citizen or resident and also can be the Account Owner. In this Handbook, the terms "student" and "beneficiary" refer to the Designated Beneficiary.

**Distributee** – The individual, either the Account Owner or the beneficiary, who receives a withdrawal from the account. The earnings portion of a nonqualified withdrawal is taxable to the distributee. The earnings portion of a qualified withdrawal is free of federal and Kansas state income taxes. Other states' tax treatment of earnings varies.

**Eligible Educational Institution** – An eligible educational institution is defined by federal law as:

- An accredited postsecondary institution that offers credit toward an undergraduate or graduate degree or other recognized postsecondary education credential and
- An institution eligible to participate in federal student aid programs administered by the U.S. Department of Education

This definition includes most public and private colleges and universities, graduate schools, community colleges, and vocational and technical schools and is generally limited to accredited U.S. institutions.

To determine if a school is qualified, you can contact the school's office of admissions about its accreditation status. You also can check on a school's eligibility to participate in federal financial aid programs (which is an indication the school is an eligible educational institution) with the Department of Education. Consult their Web site at [www.fafsa.ed.gov](http://www.fafsa.ed.gov).



**Eligible Family Member of the Designated Beneficiary** – The following individuals are considered Eligible Family Members of the Designated Beneficiary and can be named as a replacement beneficiary:

- Son, daughter or descendant of either
- Stepson or stepdaughter
- Brother, sister, stepbrother or stepsister
- Stepfather or stepmother
- Father, mother or ancestor of either
- Niece or nephew
- Aunt or uncle
- Son-in-law, daughter-in-law, father-in-law, mother-in-law, sister-in-law or brother-in-law
- Spouse of the Designated Beneficiary or spouse of any family member listed above (who must live in the same household)
- First cousin

**Nonqualified Withdrawal** – Proceeds removed from the account that are not used to pay for qualified education expenses. See Page 9 for penalty-free withdrawals due to disability, death or a scholarship.

**Qualified Education Expenses** – Qualified education expenses apply to undergraduate and graduate school and include:

- Tuition, fees, and the cost of books, supplies and equipment required for enrollment or attendance. Some expenses for a special needs student also may be covered.
- The cost of room and board for a student enrolled at least half time. A 529 Plan uses the same definition for room and board costs that is used to calculate a student's costs of attendance for federal financial aid purposes.
  - Students residing in housing owned or operated by the school. The amount of room and board considered to be a qualified education expense is the standard allowance determined by the school. This allowance is based on the amount the school normally charges most residents for room and board. The actual invoice amount will be considered a qualified education expense if that amount is higher than the standard allowance described above.

- Students without dependents living at home with parents. The amount of room and board considered to be a qualified education expense is generally the same standard allowance determined by the school. This allowance is based on the amount the school normally charges most residents for room and board.
- All other students. The amount of room and board costs considered to be a qualified education expense are those considered to be reasonably incurred by the student for room and board.

**Qualified Withdrawal** – Proceeds removed from the account to pay for the student's qualified education expenses at an eligible educational institution.

**Responsible Individual** – The adult authorized to sign the account application and request withdrawals, portfolio exchanges and rollovers from the account on behalf of an Account Owner who is a minor. The Responsible Individual must be a U.S. citizen or a U.S. resident alien. Once the Account Owner reaches the age of majority, he or she can transact on the account and the Responsible Individual will be removed and will no longer have authority on the account.

## Contributions

### Contribution Limit

Learning Quest has a contribution limit of \$312,500 per beneficiary. This limit is based on the average expenses of five years of higher education at a private institution.

The contribution limit is reached when the total value of all the Kansas 529 accounts for a beneficiary (includes both contributions and earnings) equals or exceeds the current contribution limit. Once the limit is reached, no one may make additional contributions for the beneficiary. The value of your Learning Quest account, however, can continue to grow. You and other contributors may make contributions in the future if the account value falls below the contribution limit or the limit is increased. The program administrator will periodically review and adjust the contribution limit as needed. We will notify you when there are changes to the contribution limit.

## Excess Contributions

We will assess the total account value of all Kansas 529 accounts for a beneficiary periodically to determine if the contribution limit has been reached. If it has, then no additional contributions will be accepted for that beneficiary.

We will contact you if we receive a contribution that is more than the allowable amount. You can transfer the excess amount to a Learning Quest account of an Eligible Family Member of the Designated Beneficiary, provided the contribution will not put that beneficiary in an excess situation. Or, you can request the excess contribution be returned to you. If you do not provide instructions to us within 30 days of the date the excess contribution occurred, it will be removed from the account as a non-qualified withdrawal. Your ability to make contributions in the future may change if the combined account value falls below the contribution limit or the contribution limit is increased.

## Low Minimum Investment Amounts

Learning Quest has low minimums to help you get started. You need just \$500 (\$100 for Kansas residents) to open an account by check. Or, you can open an account by starting an automatic investment of just \$50 per month (\$25 for Kansas residents) from your bank account or paycheck.

## Ways to Invest

Learning Quest offers you several convenient ways to contribute to your account.

### Check

You can open an account by check with an initial investment of \$500 (\$100 for Kansas residents). Additional investments may also be made by check. Make your investment check payable to Learning Quest.

### Electronic Fund Transfer (EFT)

After you have established the account and met the initial investment minimum, you can contribute to your account by requesting to make a one-time contribution. This service allows you to initiate an investment online or by telephone from your bank account. The maximum contribution through a one-time EFT is \$130,000. To set up this service we will use your initial investment check unless you provide information for another bank account.

## Automatic Investment Plan (AIP)

It's easy to contribute to your Learning Quest account on a regular basis. You can set up monthly investments when you open your account or call us if your account is already open. We offer low automatic investment minimums — just \$50 per month (\$25 for Kansas residents). Provide your automatic investment instructions on your application including your bank account information, if different than on your investment check. If the date you select falls on a weekend or holiday, we'll make the investment on the next business day. Your first investment may occur in the same month we receive your request, or the following month, depending on the date you select. You may change the amount of your investment or start an AIP by telephone, online or in writing.

## Automatic Annual Increases

You may increase your AIP contribution automatically on an annual basis for your Learning Quest account. Your contribution will be adjusted each year in the month that you specify by the amount indicated on your application.

## Payroll Direct Deposit

Check with your employer first to see if you can direct part of your paycheck by ACH to your Learning Quest account. Then complete a *Payroll Direct Deposit* form and return it to us, or you may go online. We will send you a confirmation to sign and give to your employer to establish your payroll direct deposit. In order for your payroll direct deposit to begin, your employer will need to establish and initiate the process.

## From an American Century Investments Account

You may be able to transfer money from one of your American Century Investments accounts to your Learning Quest account. Depending on the type of accounts involved in the transfer, this may result in a taxable transaction. We will send you a confirmation for investments you make by transfer from an American Century Investments account.

## Ugift®

Family and friends can contribute to your Learning Quest accounts through Ugift. Ugift is an easy-to-use service that lets others make contributions directly to your Learning Quest account. Gifts may be contributed either in connection with a special event or just to provide a gift to the beneficiary. The gift giver completes a contribution coupon providing their name and gift contribution amount and mails a check with the coupon to the address provided. The minimum



Ugift is \$25 by check made payable to Ugift—Learning Quest. The gift giver can complete an optional gift certificate and present it to the beneficiary to let you know a gift contribution has been made to the account. Gift contributions through Ugift are subject to the general contribution limitations. The gift contribution will be invested according to the allocation on file for your account at the time the gift contribution is transferred (approximately seven business days).

### **Upromise Service**

This service lets members get back a percentage of their qualified spending with hundreds of America's leading companies as college savings. Once you enroll in this service, your Upromise account and your Learning Quest account can be linked so that your Upromise earnings are automatically transferred to your Learning Quest account on a periodic basis. The minimum amount for an automatic transfer from a Upromise account is \$25.

The Upromise service is an optional service offered by Upromise, Inc., is separate from Learning Quest, and is not affiliated with the state of Kansas. This Handbook provides general information but is not intended to provide detailed information concerning the Upromise service. The Upromise service is administered in accordance with the terms and conditions set forth in the Upromise Member Agreement (as amended from time to time), which is available on the Upromise Web site at [upromise.com](http://upromise.com).

### **Contributions from UGMA/UTMA Custodial Accounts**

The custodian for a minor under the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act (UGMA/UTMA) may use assets previously held in a UGMA/UTMA account to open a UGMA/UTMA account in the plan, subject to the laws of the state under which the UGMA/UTMA account was established. Please note that the sale of assets held in the previous UGMA/UTMA account may result in a capital gain (or loss) to either the minor or the minor's parent. Please contact a tax advisor to determine how to transfer UGMA/UTMA custodial assets, and what the implications of such a transfer may be for you.

UGMA/UTMA custodians should consider the following:

- The custodian may make withdrawals only as permitted under UGMA/UTMA regulations and the plan.
- The custodian may not change the beneficiary of the account (directly or by means of a rollover), except as permitted under UGMA/UTMA laws.
- The custodian may designate a successor custodian to assume control of the UGMA/UTMA assets in the event of the custodian's death or incapacitation.
- The custodianship terminates when the minor reaches the age of majority under the applicable UGMA/UTMA laws. At that time, the beneficiary is legally entitled to take control of the account subject to the provisions of the plan that are applicable to accounts established or funded with non-UGMA/UTMA assets, if applicable.

Learning Quest will not be liable for any consequences related to a custodian's improper use, transfer, failure to transfer, or characterization of custodial funds.

### **From an Education Savings Account (ESA)**

Before you transfer money from an ESA to Learning Quest, please understand:

- The transfer of the ESA is not a taxable event; however, you will need to provide documentation that indicates the amount of the earnings portion of the transfer. If you don't, the entire amount of the transfer will be considered earnings. Acceptable documentation would be a statement from the transferring ESA custodian that shows the contributions and earnings portions of the transfer.
- The ESA beneficiary must be named as both the Account Owner and beneficiary of the Learning Quest account. A Responsible Individual needs to be named for the account if the beneficiary is a minor under state law. The beneficiary of the account may not be changed by the Responsible Individual. When the minor reaches the age of majority, he or she will assume full control of the account.

### **Changing Portfolio Options**

As with any investment, you should periodically review, and if appropriate, adjust your investment options to suit your time horizon and risk tolerance. If you find that your risk tolerance or time horizon has changed, you may request to change your current portfolio option once per

calendar year as authorized by the IRS. IRS rules also allow you to change portfolio options whenever you change the beneficiary.

### Systematic Exchange Between Learning Quest Portfolios

You may establish a systematic exchange between certain Learning Quest portfolios on an ongoing basis. This allows you to dollar-cost average within the program between identically registered portfolios by exchanging a fixed dollar amount on a set schedule. You benefit by easing into or out of a variable priced portfolio instead of moving all at once. This strategy puts market swings to work for you and may reduce your average cost per unit. It does not assure a profit and does not protect against loss in declining markets. In order to fully utilize a dollar-cost averaging program, you should be prepared to continue your program of investing at regular intervals, even during economic downturns.

There are several conditions that apply to systematic exchanges.

- **Minimum balance requirements.** The source portfolio for the exchange requires a minimum balance of \$5,000 or more to begin. That means a new account must have an initial investment of at least \$5,000, and an existing account must have at least a \$5,000 balance.
- **Allowable exchanges.** Exchanges are allowed between identically registered portfolios. Systematic exchanges are not allowed between age-based portfolios.
- **Minimum investment and frequency.** Each exchange must be at least \$100 per month or total \$1,200 per year and may occur on a monthly, quarterly, semiannual or annual basis.
- **Change of instructions.** Any new systematic exchange or modification to an existing systematic exchange is considered a change of portfolio selection unless the exchange is set up at the time a Learning Quest account is established.

A systematic exchange can be established on the application or by completing an Account Features Form. For more information about how to set one up, please call a Learning Quest Specialist at 1-800-579-2203.

### Services Available for Your Account

Learning Quest offers a variety of services designed to make managing your account convenient. When you open an account, you automatically receive all of the following services by telephone and online. Any Individual Account Owner or joint account owner may:

- Inquire about your account, change your address or email address, and register for eCommunication.
- Change your existing AIP dollar amount, frequency, debit date, and/or annual AIP increases if banking instructions are on file.
- Make investments from your bank or other financial institution. We will use your investment check bank account to set up this service unless you provide instructions for another bank account.
- Request an exchange to a new Learning Quest portfolio. See Changing Portfolio Options beginning on Page 7 for more information.
- Request a withdrawal without a signature guarantee if payable to the Account Owner, an eligible educational institution or the beneficiary.
- Request a withdrawal to be paid electronically by ACH to the Account Owner's or beneficiary's bank account.
- View quarterly account statements, account history, confirmations and tax forms online.

You can also elect to receive eCommunication, our electronic delivery service for quarterly and daily statements. You will receive an email notification when your statements are available online, reducing the need for paper statements.

### Withdrawals

You can request a withdrawal by telephone or online. The minimum withdrawal amount is \$50. We will pay withdrawals by check or electronically via ACH to the Account Owner's or beneficiary's bank account on file. Withdrawals by ACH are available 15 days after your bank account information has been received and accepted by us. To request a withdrawal in writing, call us for a *Withdrawal Request Form* or visit our Web site.

Each withdrawal will consist of a combination of contributions and earnings. All Kansas 529 accounts with the same Account Owner and Designated

Beneficiary will be aggregated for purposes of calculating the earnings portion of any withdrawal. This calculation will be completed at the time the withdrawal is made. A Form 1099-Q will be issued the following January to either the beneficiary or the Account Owner depending on the withdrawal distributee (see Page 11, IRS Form 1099-Q, for more information).

*The availability of tax or other benefits may be conditioned on meeting certain requirements, such as residency, purpose for or timing of withdrawals, or other factors.*

### **Qualified Withdrawals**

A qualified withdrawal refers to proceeds that are removed from the account to pay for the beneficiary's qualified education expenses at an eligible educational institution. The contribution and earnings portions of a qualified withdrawal are tax free at the federal and Kansas state levels. Check with your tax advisor for other states' tax rules.

A qualified withdrawal may be made payable to the Account Owner, beneficiary or an eligible educational institution. The program manager also may accept withdrawal requests for qualified education expenses to be made payable to other approved third parties such as a sorority, fraternity and certain paying agents designated by an educational institution.

The Account Owner and/or Designated Beneficiary is responsible for determining if the proceeds of a withdrawal were used to pay for qualified education expenses. They must maintain documentation for this determination so it can be provided to the IRS upon request. To help you with this responsibility, here are some helpful tips:

- The student must attend an eligible educational institution.
- Make sure the expenses meet the definition of a qualified education expense (see Page 5).
- Keep documentation of the qualified education expenses with your tax records.

The program allows Account Owners to make systematic withdrawals from their Learning Quest accounts. This may be helpful if you make ongoing payments for a qualified education expense. See the *Account Features Form* for additional information about systematic withdrawals.

### **Nonqualified Withdrawals**

A nonqualified withdrawal refers to proceeds you remove from the account that do not meet the requirements of a qualified withdrawal. The earnings portion of a nonqualified withdrawal may be subject to a 10% federal penalty tax and is taxable to the distributee, who may be the Account Owner or the beneficiary. You may request a nonqualified withdrawal at any time.

### **Taxation for Kansas Taxpayers**

If you are a Kansas taxpayer and you take a nonqualified withdrawal, the withdrawal may be subject to Kansas state taxes. You will owe Kansas state taxes on the earnings portion of a nonqualified withdrawal as well as the contribution portion that you previously deducted on your Kansas tax return. Check with your tax advisor or the instructions for filing your Kansas income tax return for more information.

### **Penalty-Free Withdrawals**

You may request a penalty-free withdrawal if the beneficiary receives a scholarship for qualified higher education expenses. You also may request one in the event of the disability or death of the beneficiary. The distributee, who may be the Account Owner or the beneficiary, will be taxed on the earnings portion of the withdrawal without the 10% penalty tax.

### **Rollovers**

A rollover is the movement of assets from one state's 529 Plan to another state's 529 Plan. You may request a rollover once every 12 months without a change of beneficiary, as long as no other 529 account for that beneficiary has been rolled over during the prior 12-month period. This condition applies even if the accounts are in different 529 Plans or have different Account Owners. Or, you may roll over at any time if you name a new beneficiary who is an Eligible Family Member of the Designated Beneficiary.

To roll over a 529 account directly to Learning Quest, complete an *Incoming Rollover* form and return it to us.

You may also request a withdrawal from your current 529 account and roll over the assets to another state's 529 Plan yourself. You have 60 days from when you receive the check to roll over the assets to the new 529 Plan or it will be considered a nonqualified withdrawal, with the earnings portion of the withdrawal subject to taxes and a 10% federal penalty tax.

You or the distributing 529 Plan will need to provide a copy of your account statement that reflects the amount of earnings and contributions represented by the rollover. If you don't, the entire amount of the rollover will be considered earnings. Generally, a rollover is not subject to taxes or penalties if these requirements are met. See the Change of Beneficiary section for information about federal gift taxes.

To roll over your Learning Quest account directly to another state's 529 Plan, please contact the other plan to initiate the request.

### Change of Beneficiary

You can change the beneficiary on your account at any time. You may want to do this if the student does not attend college or if the student graduates and there is money left over in the account. To change the beneficiary without taxes or penalty, you'll need to name an Eligible Family Member of the Designated Beneficiary as the new beneficiary. See Page 5 for definition of Eligible Family Member of the Designated Beneficiary. If you don't, the transaction will be considered a nonqualified withdrawal for tax purposes. You may make this change by telephone or in writing on a *Designated Beneficiary Change* form. Please note that the beneficiary cannot be changed on accounts where the beneficiary is also the Account Owner and a minor.

A federal gift tax may apply if you name a new beneficiary who is one generation or more younger than the current beneficiary. If the new beneficiary you name is two or more generations younger than the current beneficiary, a federal generation-skipping tax may apply. Gift and/or generation-skipping tax may be owed in the year in which the beneficiary change was completed. For more information, contact your tax advisor.

### Change of Account Owner

You can change the Account Owner at any time by transferring ownership of the account to another eligible Account Owner. To do this, you'll need to provide written consent of all the current Account Owners along with an application completed by the new Account Owner(s). A signature guarantee is required if the account balance is more than \$100,000. The Account Owner cannot be changed on accounts where the Account Owner is also the beneficiary and a minor.

If the account ownership is changing as a result of divorce, evidence satisfactory to the program manager of the divorce may be required.

If the Account Owner dies, a copy of the death certificate is required. The account will automatically transfer to any surviving Joint Account Owner or to the designated successor Account Owner if there is no surviving Joint Account Owner. The Designated Beneficiary will become the Account Owner if there is no surviving Joint Account Owner and no surviving successor Account Owner on file. If the Designated Beneficiary is a minor, a Responsible Individual will be required for the account.

You may designate a successor Account Owner on your account application. You may designate or change a successor Account Owner by telephone, online or in writing.

### Estate Planning Benefits

Learning Quest has several estate planning benefits to consider.

**No federal gift tax.** Contributions to a Learning Quest account are generally considered completed gifts to the beneficiary for purposes of the federal gift tax exclusion. If your contributions to a Learning Quest account for a beneficiary, together with all your other gifts to the beneficiary, do not exceed \$13,000 per year (\$26,000 for spousal gifts), your contributions will not be subject to the federal gift tax. If you gift more than \$13,000 (\$26,000 for spousal gifts) to a beneficiary in any single year, you will need to file IRS Form 709.

You may not have to pay federal gift tax on your contributions of up to \$65,000 for each student (\$130,000 for spousal gifts) in a single year. To qualify, you must file a gift tax return and elect to treat the gift as if it were made in equal payments over five years. To avoid gift tax, you should not make any additional gifts to the student during that time. If you die during the five-year period, the remaining portion of the gift would need to be included in your estate.

Your contribution must be received and processed on or before December 31 in order to qualify for the gift tax exclusion. Check with your tax advisor for more information. The amounts may be adjusted on an annual basis.

**Your contributions to the account are removed from your taxable estate.** You maintain control of the account, including how the money is used and who will be the

beneficiary. The value of the Learning Quest account will be included in the estate of the beneficiary. The only exception occurs if you are spreading a gift over five years for gift taxes. If you die within that five-year period, the gifts for the years up to and including the year of your death are removed from your estate and the subsequent years' gifts are included in your estate. Contact your tax advisor for more information.

*The availability of tax or other benefits may be conditioned on meeting certain requirements, such as residency, purpose for or timing of withdrawals, or other factors.*

## Credit Protection

Credit protection may apply if you are a Kansas resident. If the beneficiary is the lineal descendant of the Account Owner, all of the money in the account is exempt from creditor claims on the Account Owner or beneficiary, except in the following situations:

- Amounts contributed within a one-year period preceding the filing date of a bankruptcy petition or execution of judgment for such claims against the Account Owner are not exempt.
- Amounts exceeding \$5,000 contributed between one and two years preceding the filing date of a bankruptcy petition or preceding an execution on judgment for such claims against the Account Owner are not exempt.

If you are not a Kansas resident, the laws of the state where you reside will determine whether credit protection applies to the assets in your account.

## Account Statements

Quarterly account statements provide the information you need to keep informed of your progress toward meeting your college investing goals. They provide your account balance, transactions and performance. Confirmations are sent for all account transactions except for automatic investments from your bank or paycheck, Upromise sweep contributions and systematic exchanges and withdrawals, which are confirmed on the quarterly statement. You will receive quarterly account statements by U.S. mail, and you may log in to view them online at [learningquest.com](http://learningquest.com). You can also elect to receive eCommunication for quarterly and daily statements by registering online. You will receive email notifications when your statements are available online, reducing the need for paper statements.

## Tax Reporting

### IRS Form 709

This form is used to report gifts to another party or to pay the tax for generation-skipping transactions. If your annual gift to a beneficiary is more than \$13,000 for any reason, you will need to file Form 709 with your tax return. You also will need to complete the form if you elect to treat a gift of up to \$65,000 (\$130,000 for spousal gifts) as being made equally over a five-year period. If a new beneficiary who is two or more generations younger than the current beneficiary is named for the account, a generation-skipping tax may apply. We suggest you consult a tax advisor to determine if you need to file this form.

### IRS Form 1099-Q

This form provides information about the withdrawals taken from a Learning Quest account during the tax year. It shows the portions of the withdrawal that are earnings and contributions, as well as the gross amount of the withdrawal. In January, we will send the distributee, who may be the Account Owner and/or the beneficiary, a Form 1099-Q for withdrawals made payable to him or her from the account in the previous year. You will also receive a 1099-Q if you completed a rollover to another state's 529 Plan during the year. Rollovers are not taxable, but the withdrawal is reportable to the IRS. If the withdrawal is payable solely to the eligible educational institution, the 1099-Q will be issued to the beneficiary. If the withdrawal is payable to any other third party, the 1099-Q will be issued to the Account Owner. The issuance of a 1099-Q to the distributee does not mean the withdrawal is considered a taxable event. Check with your tax advisor about reporting this information on your tax return. We also will report the information on Form 1099-Q to the IRS.

## Additional Information

### Prohibited Transactions

You cannot borrow money from the account, and it cannot be used as collateral for a loan.

### Modifying or Canceling a Transaction

Investment instructions are irrevocable. That means that once you have mailed or otherwise transmitted your transaction instructions, you may not modify or cancel them.



## Financial Aid

Federal financial aid may be available to a student even if a parent or student owns a 529 account. Part of the financial aid process is to determine a student's financial need. Parents will need to include 529 assets on which they are the Account Owner as an investment in calculating their net worth on the Free Application for Federal Student Aid (FAFSA). Assets in a 529 account owned by a student, or a custodian of the student, will also be considered assets of the parents. Assets held in a 529 account by someone other than the parents or student, such as grandparents, are not considered in the calculation for financial aid. Withdrawals taken from 529 accounts owned by the parents or student to pay for qualified education expenses currently are not included in the income portion of the financial aid formula.

This information is only a summary and not intended as advice. You should consult a financial aid advisor or the U.S. Department of Education's Web site at [www.ed.gov](http://www.ed.gov) for more information about financial aid.

## Investment Options

Learning Quest offers a variety of investment options. If you want a diversified investment that will become more conservative as the beneficiary gets closer to starting college, consider an age-based investment. If you prefer to pick your own investments and decide when it's time to make a portfolio change, one of the static investments might be right for you.

The performance of each Learning Quest portfolio is dependent on the performance of the underlying funds. Information about the stock, bond and money market funds that the portfolios hold and the specific underlying funds is on Pages 22-31. The value of each portfolio will vary from day to day due to changes in the markets in which the funds invest.

You will own units of interest in the Learning Quest portfolio you select, not direct shares of the underlying American Century Investments and Vanguard fund(s). When you withdraw, your account may be worth more or less than the amount of your contributions. Accounts established under Learning Quest and their earnings are neither insured nor guaranteed by the state of Kansas, the Kansas State Treasurer or American Century Investments.

## Definitions of Investment Risk

Use these definitions to help you decide the level of risk you are comfortable with in an age-based risk track or a static portfolio.

### Aggressive

For long-term investors who want high growth potential and don't need current income. This type of investor can handle a substantial amount of year-to-year volatility in exchange for potentially higher long-term returns.

### Moderate

For long-term investors who do not need current income and want some growth potential. This type of investor can handle some volatility in exchange for potentially moderate long-term returns.

### Conservative

For investors who seek current income and stability, with modest potential for increase in the value of their investments.

### Index

For investors who seek to track the returns of a benchmark index, like the S&P 500 Index, by investing in a fund that holds the same or similar securities in that index. The index track may be appropriate for investors who desire investing in funds that try to match — rather than outperform — a particular benchmark.

## Age-Based Investments

An age-based investment is just that — based on the age of the beneficiary. You can choose from three different risk tracks — conservative, moderate and aggressive — and an index track. We will use the track you select and the age of the beneficiary to determine how to invest your assets. As the beneficiary gets older, your assets will move to a progressively more conservative portfolio.

### Conservative, Moderate and Aggressive Tracks

The conservative, moderate and aggressive tracks let you invest based on your comfort with risk. Once you pick one of the three risk tracks, we will invest your assets in the portfolio that corresponds to that risk track and to the current age of the beneficiary. Over time, your assets will move to one or more of the six diversified portfolios that make up these three tracks. These six portfolios invest in a mix of stock, bond and money market funds from American Century Investments and Vanguard.

The following table shows the risk tracks and the progression of the portfolios within each of the age brackets. After your beneficiary reaches a new age bracket, your assets will be transferred to the next portfolio in your risk track. The transfers occur generally on the 5th of every month. Your assets will be included in the next monthly transfer that follows the 8th, 12th, 15th and 18th birthdays of the beneficiary. If the date falls on a weekend or a holiday, the transfer will take place on the next business day.

Please call if you would like more details concerning the schedule for when your assets will transfer. We will not adjust the schedule based on market conditions. You will not be notified prior to when your account will be transferred; however, you will receive a confirmation in the mail after the transfer is complete. These transfers are not considered your one allowable portfolio change per year.

### Conservative, Moderate and Aggressive Tracks

Age of the Beneficiary	Conservative Track	Moderate Track	Aggressive Track
0 - 7	Conservative Portfolio ↓	Moderate Portfolio ↓	Very Aggressive Portfolio ↓
8 - 11	Very Conservative Portfolio ↓	Moderate Portfolio ↓	Aggressive Portfolio ↓
12 - 14	Very Conservative Portfolio ↓	Conservative Portfolio ↓	Moderate Portfolio ↓
15 - 17	Very Conservative Portfolio ↓	Very Conservative Portfolio ↓	Conservative Portfolio ↓
18+	Short-Term Portfolio	Short-Term Portfolio	Short-Term Portfolio

### Index Track

Learning Quest also offers an index track, which invests primarily in Vanguard index funds. In this track, the beneficiary's age will determine which of the three age-based index portfolios your assets will start in. As the beneficiary gets older, your assets

will move to one or more of the other age-based index portfolios. When the beneficiary turns 18, your account will move to the Short-Term Portfolio.

The following table shows the progression of the portfolios within each of the age brackets. After your beneficiary reaches a new age bracket, your assets will be transferred to the next portfolio within the index track. The transfers occur generally on the 5th of every month. Your assets will be included in the next monthly transfer that follows the 11th, 15th and 18th birthdays of the beneficiary. If the date falls on a weekend or a holiday, the transfer will take place on the next business day.

Please call if you would like more details concerning the schedule for when your assets will transfer. We will not adjust the schedule based on market conditions. You will not be notified prior to when your assets will be transferred; however, you will receive a confirmation in the mail after the transfer is complete. These transfers are not considered your one allowable portfolio change per year.

### Index Track

Age of the Beneficiary	Age-Based Index Portfolio
0 - 10	Aggressive Index Portfolio ↓
11 - 14	Moderate Index Portfolio ↓
15 - 17	Conservative Index Portfolio ↓
18	Short-Term Portfolio

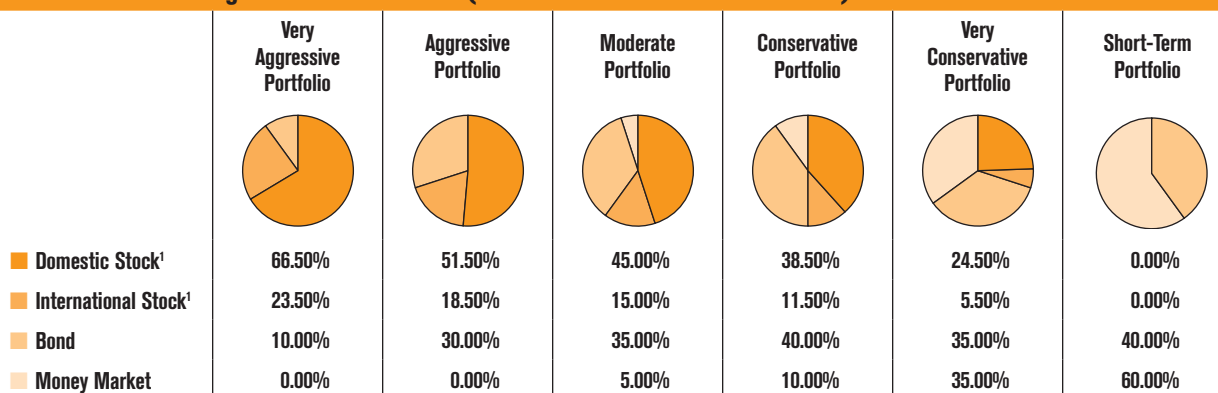
Throughout the year, the portfolios used in the age-based tracks will rebalance whenever their stock, bond and money market allocations are outside the defined ranges. The program manager may make changes to the underlying holdings or the asset allocations in the portfolios, generally on an annual basis. These changes are to keep the portfolios maximized for the current market and to maintain their investment strategy.

If you find that the track you selected does not fit your investing style or goals, you may change your portfolio selection. See Page 7 for more information on changing portfolio options. You also may change portfolios if there is a change of beneficiary for the account. See Change of Beneficiary on Page 10.

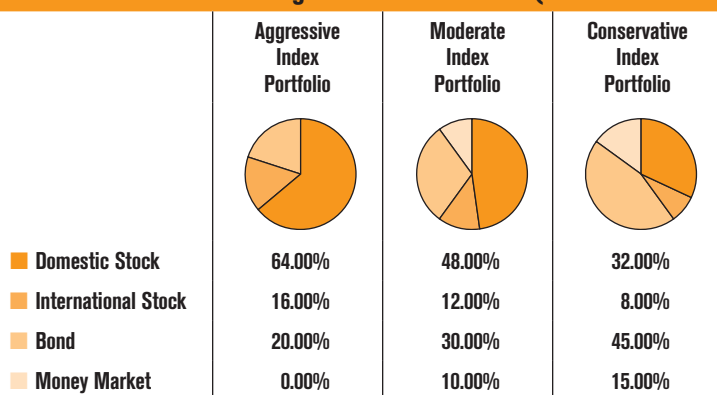
## Asset Class Allocations of the Age-Based Portfolios

As of July 1, 2011

### Portfolios Used in Age-Based Risk Tracks (also available as Static Portfolios)



### Portfolios Used in Index Age-Based Risk Tracks (not available as Static Portfolios)



<sup>1</sup> When considering the appropriate portfolio, please keep in mind that American Century Global Growth is included in the International Stock asset allocation in the charts above even though the fund can invest in both domestic and international stocks.

### Static Portfolios

The static portfolios offer a fixed-allocation strategy, which means that the amount of stock, bond and money market funds in the portfolios is set and will not change. If you select a static portfolio, your assets will remain in that portfolio until you choose to change portfolios or until you close the account. You also may change your portfolio selection if you change the beneficiary of the account.

The static portfolios offer a variety of investment choices.

- **Diversified Portfolios** – These six portfolios offer a diversified investment based on your comfort with risk. They range from very aggressive to very conservative to short term. These are the same six portfolios that are used in the age-based conservative, moderate and aggressive tracks, but when selected as a static portfolio, you decide when it is time to make a change. See the chart above for the asset allocation for these portfolios.

- **Index Portfolios** – These four portfolios invest in index funds that seek to track the performance of specific benchmark indices.
- **Tobacco-Free Portfolios** – These two LIVESTRONG® portfolios offer a diversified tobacco-free investment and the opportunity to support the Lance Armstrong Foundation, whose mission is to inspire and empower those affected by cancer.





There are two additional portfolios that allow you to focus on a specific type of investment. The **100% Equity Portfolio** invests in domestic and international stock funds. The **Money Market Portfolio** invests in a money market fund.

The number of underlying holdings in the static portfolios varies. Some hold a single fund while others hold a mix of funds to meet their investment objective. The program manager may make changes at least annually to the underlying holdings or asset allocation in portfolios with multiple funds.





## Asset Class Allocations of the Static Portfolios

As of July 1, 2011

### Additional Static Portfolios

	LIVESTRONG® 2025 Portfolio	LIVESTRONG® 2015 Portfolio	Total Growth Index Portfolio	500 Index Portfolio
 Domestic Stock	49.20%	42.20%	85.00%	100.00%
 International Stock	10.50%	6.75%	15.00%	0.00%
 Bond	35.30%	43.05%	0.00%	0.00%
 Money Market	5.00%	8.00%	0.00%	0.00%

	Balanced Index Portfolio	Total Bond Market Index Portfolio	100% Equity Portfolio	Money Market Portfolio
 Domestic Stock	60.00%	0.00%	75.00% <sup>1</sup>	0.00%
 International Stock	0.00%	0.00%	25.00% <sup>1</sup>	0.00%
 Bond	40.00%	100.00%	0.00%	0.00%
 Money Market	0.00%	0.00%	0.00%	100.00%

<sup>1</sup> When considering the appropriate portfolio, please keep in mind that American Century Global Growth is included in the International Stock asset allocation in the charts above even though the fund can invest in both domestic and international stocks.

## Descriptions of the Learning Quest Portfolios

### Diversified Portfolios

Used in age-based risk tracks and available as static portfolios.

#### Very Aggressive Portfolio

The Very Aggressive Portfolio seeks long-term capital growth by investing in a targeted mix of American Century and Vanguard stock and bond mutual funds. To keep the portfolio optimized, the program manager may make changes to the underlying holdings each year. As with any investment, and particularly because of this portfolio's high exposure to stocks, your withdrawal value may be more or less than your original investment. This portfolio is one of the six that make up the age-based tracks and also is available as a static investment.

#### Aggressive Portfolio

The Aggressive Portfolio seeks long-term capital growth with minimal income by investing in a targeted mix of American Century and Vanguard stock and bond mutual funds. To keep the portfolio optimized, the program manager may make changes to the underlying holdings each year. As with any investment, your withdrawal value may be more or less than your original investment. This portfolio is one of the six that make up the age-based tracks and also is available as a static investment.

#### Moderate Portfolio

The Moderate Portfolio seeks long-term growth with moderate income by investing in a targeted mix of American Century and Vanguard stock, bond and money market mutual funds. To keep the portfolio optimized, the program manager may make changes to the underlying holdings each year. As with any investment, your withdrawal value may be more or less than your original investment. This portfolio is one of the six that make up the age-based tracks and also is available as a static investment.

#### Conservative Portfolio

The Conservative Portfolio seeks current income with moderate growth by investing in a targeted mix of American Century and Vanguard stock, bond and money market mutual funds. To keep the portfolio optimized, the program manager may make changes

to the underlying holdings each year. As with any investment, your withdrawal value may be more or less than your original investment. This portfolio is one of the six that make up the age-based tracks and also is available as a static investment.

#### Very Conservative Portfolio

The Very Conservative Portfolio seeks current income with minimal growth by investing in a targeted mix of American Century and Vanguard stock, bond and money market mutual funds. To keep the portfolio optimized, the program manager may make changes to the underlying holdings each year. As with any investment, your withdrawal value may be more or less than your original investment. This portfolio is one of the six that make up the age-based tracks and also is available as a static investment.

#### Short-Term Portfolio

The Short-Term Portfolio seeks current income and a high degree of stability by investing in a targeted mix of American Century and Vanguard bond and money market mutual funds. This is the final portfolio for all four of the age-based tracks and the one your account will move into when the beneficiary reaches 18. It also is available as a static investment.

### Age-Based Index Portfolios

#### Aggressive Index Portfolio

The Aggressive Index Portfolio is one of the three index portfolios used in the age-based index track. It seeks long-term capital growth with minimal income by investing in a mix of Vanguard stock and bond index funds. As with any investment, your withdrawal value may be more or less than your original investment. This portfolio is not available as a static investment.

#### Moderate Index Portfolio

The Moderate Index Portfolio is one of the three index portfolios used in the age-based index track. It seeks long-term growth with moderate income by investing in a mix of Vanguard stock and bond index funds and an American Century money market fund. As with any investment, your withdrawal value may be more or less than your original investment. This portfolio is not available as a static investment.



### Conservative Index Portfolio

The Conservative Index Portfolio is one of the three index portfolios used in the age-based index track. It seeks long-term growth with moderate income by investing in a mix of Vanguard stock and bond index funds and an American Century money market fund. As with any investment, your withdrawal value may be more or less than your original investment. This portfolio is not available as a static investment.

### Tobacco-Free Portfolios

#### LIVESTRONG® 2025 Portfolio

The LIVESTRONG® 2025 Portfolio seeks the highest total return consistent with its asset mix. This portfolio has a defined target year and as that year approaches, the asset mix of the underlying fund becomes more conservative following a pre-set schedule. The underlying fund, LIVESTRONG® 2025 Portfolio from American Century Investments, invests in a mix of American Century stock, bond and money market funds that hold no tobacco-related companies. In general, as the fund's target year approaches, the allocation of stocks will decrease and the bond and money market allocations will increase. The asset allocation of the fund is expected to become fixed at 45% stock funds, 45% bond funds and 10% money market funds when the target year of the fund is reached. An investment in this portfolio offers the opportunity to support LIVESTRONG, whose mission is to inspire and empower those affected by cancer. As with any investment, your withdrawal value may be more or less than your original investment. In other words, it is possible to lose money by investing in the portfolio, including losses near, at, or after the target date.

#### LIVESTRONG® 2015 Portfolio

The LIVESTRONG® 2015 Portfolio seeks the highest total return consistent with its asset mix. This portfolio has a defined target year and as that year approaches, the asset mix of the underlying fund becomes more conservative following a pre-set schedule. The underlying fund, LIVESTRONG® 2015 Portfolio from American Century Investments, invests in a mix of American Century stock, bond and money market funds that hold no tobacco-related companies. In general, as the fund's target year approaches, the allocation of stocks will decrease and the bond and money market allocations will increase. The asset allocation of the fund is expected to become fixed at

45% stock funds, 45% bond funds and 10% money market funds when the target year of the fund is reached. An investment in this portfolio offers the opportunity to support LIVESTRONG, whose mission is to inspire and empower those affected by cancer. As with any investment, your withdrawal value may be more or less than your original investment. In other words, it is possible to lose money by investing in the portfolio, including losses near, at, or after the target date.

The LIVESTRONG Portfolios are tobacco-free investments and have a charitable component. **Please note: While each does have a defined target year and becomes more conservative over time, the target year was not specifically designed for a particular year related to college savings.** For example, the LIVESTRONG® 2025 Portfolio was not specifically designed for someone entering college in the year 2025 and will retain a significant equity allocation at its target year. The principal value of the fund(s) is not guaranteed at any time, including near, at, or after the target date. You should carefully review the asset allocation of the portfolios described above and make sure that they are appropriate for your investment objectives.

American Century Investment Services, Inc., Distributor, has entered into an agreement with the Lance Armstrong Foundation for rights to use the LIVESTRONG name. Under this agreement, every dollar invested in LIVESTRONG Portfolios through 2016 will help determine the amount the management company of American Century Investments will pay LIVESTRONG above a guaranteed amount. Under limited circumstances, the agreement can be terminated by either party, and there will be no future payments. For more information about the foundation, visit [livestrong.org](http://livestrong.org).

### Index Portfolios

#### Total Growth Index Portfolio

The Total Growth Index Portfolio seeks to provide capital appreciation by tracking the performance of two benchmark indices. The portfolio invests 85% of its assets in Vanguard Total Stock Market Index Fund and 15% in Vanguard Total International Stock Index Fund. These two funds seek to track the performance of the MSCI US Broad Market Index and the MSCI All Country World ex USA Investable Market Index (MSCI ACWI ex USA IMI) respectively. As with

any investment, your withdrawal value may be more or less than your original investment.

#### **500 Index Portfolio**

The 500 Index Portfolio seeks to track the performance of a benchmark index that measures the investment return of U.S. large-capitalization stocks. The portfolio invests in Vanguard Institutional Index Fund. This fund seeks to track the performance of the Standard & Poor's 500 Index. As with any investment, your withdrawal value may be more or less than your original investment.

#### **Balanced Index Portfolio**

The Balanced Index Portfolio seeks to track the performance of two benchmark indices; one tracks the investment return of the overall U.S. stock market, and the other tracks the investment return of a broad, market-weighted bond index. The portfolio invests all of its assets in one underlying fund, Vanguard Balanced Index Fund. With approximately 60% of its assets, this fund seeks to track the investment performance of the MSCI US Broad Market Index. With the other approximately 40% of its assets, the fund seeks to track the investment performance of the Barclays Capital U.S. Aggregate Float Adjusted Index. As with any investment, your withdrawal value may be more or less than your original investment.

#### **Total Bond Market Index Portfolio**

The Total Bond Market Index Portfolio seeks to track the performance of a broad, market-weighted bond index. The portfolio invests in Vanguard Total Bond Market Index Fund. This fund seeks to track the Barclays Capital U.S. Aggregate Float Adjusted Index. As with any investment, your withdrawal value may be more or less than your original investment.

#### **100% Equity and Money Market Portfolios**

##### **100% Equity Portfolio**

The 100% Equity Portfolio seeks to provide long-term capital growth and high returns by investing in a mix of American Century and Vanguard domestic and international stock funds. The portfolio remains fully invested at all times. To keep the portfolio optimized, the program manager may make changes to the underlying holdings each year. As with any investment, and particularly because of this portfolio's high exposure to stocks, your withdrawal value may be more or less than your original investment.

##### **Money Market Portfolio**

The Money Market Portfolio is the most conservative portfolio and offers high-credit quality and capital preservation. It invests exclusively in the American Century Premium Money Market Fund. This fund invests in high-quality, short-term securities of banks, governments and corporations.

Accounts invested in the Money Market Portfolio will accrue dividends daily. Those dividends automatically reinvest into the accounts each month.

*An investment in the Fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Fund seeks to preserve the value of your investment at \$1 per share, it is possible to lose money by investing in the Fund.*

#### **Fees and Expenses**

##### **Underlying Fund Expenses**

Each Learning Quest portfolio realizes its pro rata share (weighted average) of the fees and expenses of the underlying funds in which it invests. The amount of the underlying fund expense realized by a portfolio is based on the amount of each fund held and the expense ratio of that fund. In the case of portfolios that have only one underlying fund, the expense realized is the annual operating expense of the one underlying fund.

##### **Program Management Fee**

The program management fee is charged to a portfolio for expenses incurred, including the administration and management of the program. The fee is currently at an annual rate of 0.20%. It is charged against the assets of all the portfolios except the Money Market Portfolio and the Aggressive Index, Moderate Index and Conservative Index Portfolios.

##### **All-Inclusive Fee for Age-Based Index Track**

If you elect to invest in the age-based index track, you will be charged an all-inclusive fee of 0.50%, rather than the underlying fund expenses and program management fee. The all-inclusive fee may vary slightly based on the actual expenses of the funds in which the Aggressive, Moderate and Conservative Index Portfolios in the age-based index track invest, but it is expected to be 0.50%.

The table on this page provides the total fee for each of the Learning Quest portfolios. These total fees may be higher or lower depending on the amount of the American Century or Vanguard funds held by each portfolio and the actual expenses of those funds. The investment return of each portfolio will be net of the underlying fund expenses and the program management fee (if applicable), or the all-inclusive fee, as described previously.

### Additional Fee Information

A returned investment fee may be automatically deducted from your account each time one of the following occurs:

- An investment has a stop payment placed on it.
- A check or electronic transfer is drawn on insufficient funds.
- A check has irregularities, including, but not limited to, a questionable signature.

The program manager reserves the right to charge fees for special services required for any Account Owner.

The program administrator reserves the right to change fees at any time. We will notify all Account Owners of fee changes in a timely manner.

The Kansas State Treasurer does not charge Account Owners any fee based on the assets held in the program. Instead, the Kansas State Treasurer's Office annually receives \$315,000 from the program manager to help defray its cost in administering the Program. This amount may be adjusted annually, not to exceed 5%, for inflation. This payment has no relationship to the assets held in the plan or the fees charged to Account Owners by the program manager.

This Handbook is for accounts established directly with Learning Quest. You also may establish a Learning Quest account through a financial professional. For more information, including the investment choices and the fees and expenses, please contact us or your financial professional for a copy of the *Learning Quest Advisor Handbook*.

### Fee and Expense Structure of the Learning Quest Portfolios

	Underlying Fund Expenses <sup>1</sup>	Program Management Fee	Total Program Fee
Very Aggressive Portfolio	0.69%	0.20%	0.89%
Aggressive Portfolio	0.59%	0.20%	0.79%
Moderate Portfolio	0.56%	0.20%	0.76%
Conservative Portfolio	0.53%	0.20%	0.73%
Very Conservative Portfolio	0.46%	0.20%	0.66%
Short-Term Portfolio	0.31%	0.20%	0.51%
LIVESTRONG® 2025 Portfolio	0.84%	0.20%	1.04%
LIVESTRONG® 2015 Portfolio	0.79%	0.20%	0.99%
100% Equity Portfolio	0.74%	0.20%	0.94%
Total Growth Index Portfolio	0.06%	0.20%	0.26%
500 Index Portfolio	0.05%	0.20%	0.25%
Balanced Index Portfolio	0.08%	0.20%	0.28%
Total Bond Market Index Portfolio	0.05%	0.20%	0.25%
Money Market Portfolio	0.38%	N/A	0.38%
		<b>Total Fee<sup>2</sup></b>	
Aggressive Index Portfolio		0.50%	
Moderate Index Portfolio		0.50%	
Conservative Index Portfolio		0.50%	

<sup>1</sup> For purposes of this table, underlying fund expenses are calculated using the expense ratio of each underlying fund, taking into account any applicable reductions due to fee waivers. Expense ratios are determined from the underlying fund's most recent shareholder report, except in the case of an underlying fund which is a "fund of funds," where such expenses are determined from the fund's most recent prospectus. Such expense ratios are then multiplied by the portfolio's expected underlying holdings as of July 1, 2011. The actual underlying fund expenses of a portfolio may vary from those shown in this table.

<sup>2</sup> The total fee for the age-based index portfolios is an all-inclusive fee. The fee may vary slightly depending on the actual expenses of the funds in which the portfolios invest.

## Approximate Cost of a \$10,000 Investment

The following table compares the approximate cost of investing in the Learning Quest program over different time periods. Your actual cost may be higher or lower.

The examples assume an initial \$10,000 investment at a 5% annual rate of return, compounded annually. Your rate of return may be higher or lower. All expense rates and asset class allocations are assumed to remain the same during the duration of the time periods reflected. The examples assume that the units are withdrawn at the end of the period shown and used for qualified higher education expenses, and therefore do not consider the impact of any potential state or federal taxes. This hypothetical investment does not intend to predict or project investment performance. Past performance is no guarantee of future results.

	1 Year	3 Years	5 Years	10 Years
Very Aggressive Portfolio	\$91	\$284	\$494	\$1,096
Aggressive Portfolio	\$81	\$253	\$439	\$978
Moderate Portfolio	\$78	\$243	\$423	\$943
Conservative Portfolio	\$75	\$234	\$407	\$907
Very Conservative Portfolio	\$68	\$212	\$368	\$823
Short-Term Portfolio	\$52	\$164	\$286	\$641
Aggressive Index Portfolio	\$51	\$161	\$280	\$629
Moderate Index Portfolio	\$51	\$161	\$280	\$629
Conservative Index Portfolio	\$51	\$161	\$280	\$629
LIVESTRONG® 2025 Portfolio	\$106	\$331	\$575	\$1,271
LIVESTRONG® 2015 Portfolio	\$101	\$316	\$548	\$1,213
100% Equity Portfolio	\$96	\$300	\$521	\$1,155
Total Growth Index Portfolio	\$27	\$84	\$147	\$331
500 Index Portfolio	\$26	\$81	\$141	\$319
Balanced Index Portfolio	\$29	\$90	\$158	\$356
Total Bond Market Portfolio	\$26	\$81	\$141	\$319
Money Market Portfolio	\$39	\$122	\$214	\$481

## Investment Performance

The following table shows the performance of the Portfolios since inception. The performance data shown represents past performance, and past performance is no guarantee of future results. The current performance may be higher or lower than the performance shown. The investment performance shown for each Learning Quest portfolio is dependent on the performance of the underlying funds in which the portfolio may invest. To obtain performance data current to the most recent month end, please go to [learningquest.com](http://learningquest.com) or call 1-800-579-2203.

As with any investment, it is possible to lose money by investing in this plan. The value of your Learning Quest account may fluctuate, and it is possible for the value of your account to be less than the amount you invested.

### Performance as of April 30, 2011

Portfolios	Average Annual Total Returns				Inception Date
	1 Year	3 Years	5 Years	Life of Portfolio	
Very Aggressive	17.26	2.27	N/A	1.13	4/27/07
Aggressive	15.24	3.28	N/A	2.50	4/27/07
Moderate	13.54	3.63	N/A	2.96	4/27/07
Conservative	11.83	3.87	N/A	3.18	4/27/07
Very Conservative	7.82	3.34	N/A	3.09	4/27/07
Short-Term	2.46	2.68	4.02	3.28	7/5/00
Aggressive Index	16.09	2.91	N/A	1.65	4/27/07
Moderate Index	12.78	3.60	N/A	2.68	4/27/07
Conservative Index	9.79	3.97	N/A	3.41	4/27/07
100% Equity	18.31	0.94	2.85	5.73	12/1/03
LIVESTRONG® 2015	11.98	3.57	N/A	3.32	4/27/07
LIVESTRONG® 2025	13.67	3.32	N/A	2.73	4/27/07
500 Index	16.97	1.50	2.66	4.17	3/31/05
Total Growth Index	18.66	2.16	3.30	5.51	3/31/05
Balanced Index	13.25	4.74	4.97	5.71	3/31/05
Total Bond Market Index	5.09	5.62	6.12	5.21	3/31/05
Money Market	0.01	0.74	2.33	2.23	9/2/03

The returns for the Learning Quest Money Market Portfolio would have been lower if a portion of the management fee for the underlying money market fund had not been waived.

*An investment in the Fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Fund seeks to preserve the value of your investment at \$1 per share, it is possible to lose money by investing in the Fund.*

The 7-day current yield more closely reflects the current earnings of the portfolio than the total return.

The investment returns for each of the portfolios are net of underlying fund expenses and the program management fee (if applicable).

### **Right to Change Investment Guidelines**

The management agreement between the program administrator and American Century Investment Management, Inc., provides for investment guidelines that are detailed in this Handbook.

The guidelines may be changed from time to time by the program administrator in consultation with American Century Investment Management, Inc., if investment conditions indicate that such changes would be beneficial and accomplish the purpose of the program.

The underlying funds in the portfolios are subject to change by the program administrator or in the event that the relationship between the parties is terminated.

### **Change of Program Manager and Program Investments**

Upon the expiration or early termination of the management agreement with American Century Investment Management, Inc., the program administrator shall determine how the assets of the program and each portfolio will be invested and has the ability to select another program manager. The current contract runs through June 30, 2014.



## Underlying Holdings of the Portfolios

As of July 1, 2011

### Portfolios Used in the Age-Based Risk Tracks (also available as Static Portfolios)

	Very Aggressive Portfolio	Aggressive Portfolio	Moderate Portfolio	Conservative Portfolio	Very Conservative Portfolio	Short-Term Portfolio
American Century Growth Fund	15.50%	11.75%	10.75%	9.25%	6.00%	
American Century Heritage Fund	5.50%	4.25%	3.00%	2.50%	1.50%	
American Century Equity Growth Fund	17.50%	13.75%	13.00%			
American Century Income & Growth Fund				11.25%	7.50%	
Vanguard Small-Cap Index Fund	4.00%	3.00%	2.00%	1.75%	1.00%	
American Century Value Fund	15.50%	11.75%	10.75%	9.25%	6.00%	
American Century Mid Cap Value Fund	5.50%	4.25%	3.00%	2.50%	1.50%	
American Century Real Estate Fund	3.00%	2.75%	2.50%	2.00%	1.00%	
<b>Domestic Stock Total</b>	<b>66.50%</b>	<b>51.50%</b>	<b>45.00%</b>	<b>38.50%</b>	<b>24.50%</b>	
American Century Global Growth Fund <sup>1</sup>	6.00%	5.25%	5.00%	4.50%	2.50%	
Vanguard Total International Stock Index Fund	17.50%	13.25%	10.00%	7.00%	3.00%	
<b>International Stock Total</b>	<b>23.50%</b>	<b>18.50%</b>	<b>15.00%</b>	<b>11.50%</b>	<b>5.50%</b>	
Vanguard Total Bond Market Index Fund	6.75%	20.50%	23.75%	27.25%	23.75%	30.25%
American Century Inflation-Adjusted Bond Fund	2.00%	6.00%	7.00%	8.00%	7.00%	5.00%
American Century International Bond Fund	1.25%	3.50%	4.25%	4.75%	4.25%	4.75%
<b>Bond Total</b>	<b>10.00%</b>	<b>30.00%</b>	<b>35.00%</b>	<b>40.00%</b>	<b>35.00%</b>	<b>40.00%</b>
American Century Premium Money Market Fund			5.00%	10.00%	35.00%	60.00%
<b>Money Market Total</b>	<b>0.00%</b>	<b>0.00%</b>	<b>5.00%</b>	<b>10.00%</b>	<b>35.00%</b>	<b>60.00%</b>
<b>Total</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>

<sup>1</sup>American Century Global Growth invests in domestic and international stocks.

## Underlying Holdings of the Portfolios (continued)

As of July 1, 2011

### Age-Based Index Portfolios

	Aggressive Index Portfolio	Moderate Index Portfolio	Conservative Index Portfolio
Vanguard Total Stock Market Index Fund	64.00%	48.00%	32.00%
<b>Domestic Stock Total</b>	<b>64.00%</b>	<b>48.00%</b>	<b>32.00%</b>
Vanguard Total International Stock Index Fund	16.00%	12.00%	8.00%
<b>International Stock Total</b>	<b>16.00%</b>	<b>12.00%</b>	<b>8.00%</b>
Vanguard Total Bond Market Index Fund	20.00%	30.00%	45.00%
<b>Bond Total</b>	<b>20.00%</b>	<b>30.00%</b>	<b>45.00%</b>
American Century Premium Money Market Fund <sup>1</sup>		10.00%	15.00%
<b>Money Market Total</b>		<b>10.00%</b>	<b>15.00%</b>
<b>Total</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>

<sup>1</sup>An investment in the Fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Fund seeks to preserve the value of your investment at \$1 per share, it is possible to lose money by investing in the Fund.

Stock investing is subject to market risks.

Generally, as interest rates rise, bond prices fall. The opposite is true when interest rates decline.

Historically, small- and mid-cap stocks have been more volatile than the stocks of larger, more established companies.

International investing may involve special risks including foreign taxation, currency fluctuations, risks associated with possible differences in financial standards, and other monetary and political risks associated with future political and economic development.

There is no guarantee that the investment portfolios will achieve their investment objectives. As with any investment, withdrawal value may be more or less than original investment.

American Century funds are distributed by American Century Investment Services, Inc. Vanguard funds are distributed by Vanguard Marketing Corporation.

## Underlying Holdings of the Portfolios (continued)

As of July 1, 2011

### LIVESTRONG® 2025 Portfolio

LIVESTRONG® 2025 Portfolio from American Century Investments	100.00%
<b>Domestic Stock Total</b>	49.20%
<b>International Stock Total</b>	10.50%
<b>Bond Total</b>	35.30%
<b>Money Market Total</b>	5.00%
<b>Total</b>	100.00%

### LIVESTRONG® 2015 Portfolio

LIVESTRONG® 2015 Portfolio from American Century Investments	100.00%
<b>Domestic Stock Total</b>	42.20%
<b>International Stock Total</b>	6.75%
<b>Bond Total</b>	43.05%
<b>Money Market Total</b>	8.00%
<b>Total</b>	100.00%

### Total Growth Index Portfolio

Vanguard Total Stock Market Index Fund	85.00%
<b>Domestic Stock Total</b>	85.00%
Vanguard Total International Stock Index Fund	15.00%
<b>International Stock Total</b>	15.00%
<b>Total</b>	100.00%

### 500 Index Portfolio

Vanguard Institutional Index Fund	100.00%
<b>Domestic Stock Total</b>	100.00%
<b>Total</b>	100.00%

### Balanced Index Portfolio

Vanguard Balanced Index Fund	100.00%
<b>Domestic Stock Total</b>	60.00%
<b>Bond Total</b>	40.00%
<b>Total</b>	100.00%

### Total Bond Market Index Portfolio

Vanguard Institutional Total Bond Market Index Fund	100.00%
<b>Bond Total</b>	100.00%
<b>Total</b>	100.00%

## Underlying Holdings of the Portfolios (continued)

As of July 1, 2011

<b>100% Equity Portfolio</b>	
American Century Growth Fund	17.00%
American Century Heritage Fund	7.00%
American Century Equity Growth Fund	18.50%
Vanguard Small-Cap Index Fund	5.00%
American Century Value Fund	17.00%
American Century Mid Cap Value Fund	7.00%
American Century Real Estate Fund	3.50%
<b>Domestic Stock Total</b>	<b>75.00%</b>
American Century Global Growth Fund <sup>1</sup>	6.00%
Vanguard Total International Stock Index Fund	19.00%
<b>International Stock Total</b>	<b>25.00%</b>
<b>Total</b>	<b>100.00%</b>

<b>Money Market Portfolio</b>	
American Century Premium Money Market Fund <sup>2</sup>	100.00%
<b>Money Market Total</b>	<b>100.00%</b>
<b>Total</b>	<b>100.00%</b>

<sup>1</sup>American Century Global Growth invests in domestic and international stocks.

<sup>2</sup>An investment in the Fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Fund seeks to preserve the value of your investment at \$1 per share, it is possible to lose money by investing in the Fund.

Stock investing is subject to market risks.

Generally, as interest rates rise, bond prices fall. The opposite is true when interest rates decline.

Historically, small- and mid-cap stocks have been more volatile than the stocks of larger, more established companies.

International investing may involve special risks including foreign taxation, currency fluctuations, risks associated with possible differences in financial standards, and other monetary and political risks associated with future political and economic development.

There is no guarantee that the investment portfolios will achieve their investment objectives. As with any investment, withdrawal value may be more or less than original investment.

American Century funds are distributed by American Century Investment Services, Inc. Vanguard funds are distributed by Vanguard Marketing Corporation.

## Descriptions of the Underlying Mutual Funds

The Learning Quest portfolios invest in American Century Investments and Vanguard mutual funds. The funds in which a portfolio may invest are described below. For complete information about a fund's investment strategy and risk factors, you may request a fund prospectus.

*You should consider a fund's investment objectives, risks and charges and expenses carefully before you invest. A prospectus or summary prospectus contains this and other information about a fund and should be read carefully before investing. For an American Century fund prospectus, please call 1-800-579-2203, and for a Vanguard fund prospectus, please call 1-866-734-4530.*

Fund	Objective	Investment Strategy	Potential Risks/Rewards
<b>Domestic Stock Funds</b>			
American Century Growth Fund	Growth seeks long-term capital growth.	Invests in large, growing companies that are benefiting from sustainable business improvement.	Aggressive – Returns will fluctuate with market and economic conditions.
American Century Real Estate Fund	Real Estate seeks high total investment return through a combination of capital appreciation and current income.	Attempts to access the benefits of investing in real estate without the cost and complexities of direct investments in real estate.	Aggressive – Due to the limited focus of this fund, it may experience greater volatility than funds with a broader investment strategy. It is not intended to serve as a complete investment program by itself.
Vanguard Small-Cap Index Fund	Small-Cap Index seeks to track the performance of a benchmark index that measures the investment return of small-cap stocks.	Employs a "passive management" — or indexing — investment approach designed to track the performance of the MSCI US Small Cap 1750 Index, a broadly diversified index of stocks of smaller U.S. companies. The fund attempts to replicate the index by investing all, or substantially all, of its assets in the stocks that make up the index, holding each stock in approximately the same proportion as its weighting in the index.	Aggressive – An investment in the fund could lose money over short or even long periods. The fund's performance could be hurt by stock market risk, the chance that stock prices overall will decline. Historically, small-cap stocks have been more volatile in price than the large-cap stocks that dominate the overall market, and they often perform quite differently.
American Century Heritage Fund	Heritage seeks long-term capital growth.	Invests primarily in medium-sized and smaller companies whose earnings and revenues are growing at an accelerating rate.	Aggressive – Returns will fluctuate with market and economic conditions. Historically, small- and mid-cap stocks have been more volatile than the stocks of larger, more established companies.



## Descriptions of the Underlying Mutual Funds (continued)

Fund	Objective	Investment Strategy	Potential Risks/Rewards
<b>Domestic Stock Funds (continued)</b>			
Vanguard Total Stock Market Index Fund	Total Stock Market Index seeks to track the performance of a benchmark index that measures the investment return of the overall stock market.	Employs a “passive management” — or indexing — investment approach designed to track the performance of the MSCI US Broad Market Index. The Fund typically holds 1,200-1,300 stocks in its target index (covering nearly 95% of the index’s total market capitalization) and a representative sample of the remaining stocks. The fund holds a broadly diversified collection of securities that, in the aggregate, approximates the full index in terms of key characteristics.	Moderate to Aggressive – An investment in the fund could lose money over short or even long periods. The fund’s performance could be hurt by stock market risk, the chance that stock prices overall will decline.
Vanguard Institutional Index Fund	Institutional Index seeks to track the performance of a benchmark index that measures the investment return of large-capitalization stocks.	Employs a “passive management” — or indexing — investment approach designed to track the performance of the Standard & Poor’s 500 Index. The fund attempts to replicate the target index by investing all, or substantially all, of its assets in the stocks that make up the index, holding each stock in approximately the same proportion as its weighting in the index.	Moderate to Aggressive – An investment in the fund could lose money over short or even long periods. The fund’s performance could be hurt by stock market risk, the chance that stock prices overall will decline. Returns from large-cap stocks may trail returns from the overall stock market.
American Century Equity Growth Fund	Equity Growth seeks long-term capital growth by investing in common stocks.	Invests in well-established companies with both growth and value characteristics. Utilizes a quantitative process designed to maximize returns while maintaining portfolio characteristics and risk levels similar to the S&P 500.	Moderate – Returns will fluctuate with market and economic conditions. Different investment styles tend to shift in and out of favor depending upon market and economic conditions, as well as investor sentiment. The fund may outperform or underperform other funds that employ a different investment style.
American Century Income & Growth Fund	Income & Growth seeks long-term capital growth by investing in common stocks, with income as a secondary objective.	Employs a risk-controlled, quantitative investment process while seeking to outperform and distribute higher dividends than the S&P 500.	Moderate – Returns will fluctuate with market and economic conditions. Different investment styles tend to shift in and out of favor depending upon market and economic conditions, as well as investor sentiment. The fund may outperform or underperform other funds that employ a different investment style.

## Descriptions of the Underlying Mutual Funds (continued)

Fund	Objective	Investment Strategy	Potential Risks/Rewards
<b>Domestic Stock Funds (continued)</b>			
American Century Value Fund	Value seeks long-term capital growth, with income as a secondary objective.	Seeks to invest in companies of all sizes believed to be undervalued.	Moderate – High return potential with corresponding high price fluctuation. Returns will fluctuate with market and economic conditions. Different investment styles tend to shift in and out of favor depending upon market and economic conditions, as well as investor sentiment. The fund may outperform or underperform other funds that employ a different investment style.
American Century Mid Cap Value Fund	Mid Cap Value seeks long-term capital growth, with income as a secondary objective.	Invests in high-quality, mid-sized companies at a discount to their true worth.	Moderate – Returns will fluctuate with market and economic conditions. Historically, mid-cap stocks have been more volatile than the stocks of larger, more established companies. Different investment styles tend to shift in and out of favor depending upon market and economic conditions, as well as investor sentiment. The fund may outperform or underperform other funds that employ a different investment style.
<b>International Stock Funds</b>			
American Century Global Growth Fund	Global Growth seeks capital growth.	Invests in U.S. and international markets and focuses on companies that meet rigorous standards for sustainable, improving growth in earnings and revenue, regardless of sector or geographic region.	Aggressive – High return potential with corresponding high price fluctuation. International investing involves special risk considerations including economic and political conditions, inflation rates and currency fluctuations.
Vanguard Total International Stock Index Fund	Total International Stock Index seeks to track the performance of a benchmark index that measures the investment return of stocks issued by companies located in developed and emerging markets, excluding the United States.	Employs a “passive management” — or indexing — investment approach. The fund seeks to track the performance of the MSCI ACWI ex USA IMI Index, a free float-adjusted market capitalization index designed to measure equity market performance of companies located in developed and emerging markets, excluding the United States. The index includes more than 6,000 stocks of companies located in 44 countries.	Aggressive – High return potential with corresponding high price fluctuation. International investing involves special risk considerations, including economic and political conditions and currency fluctuations. Investing in emerging markets may accentuate these risks.

## Descriptions of the Underlying Mutual Funds (continued)

Fund	Objective	Investment Strategy	Potential Risks/Rewards
<b>Asset Allocation Funds</b>			
LIVESTRONG® 2025 Portfolio from American Century Investments	LIVESTRONG® 2025 seeks the highest total return consistent with its asset mix.	Invests in a mix of American Century funds, based on a target allocation intended to diversify investments among various asset classes such as stocks, bonds and money market instruments. Portfolio is tobacco-free, meaning that no underlying fund will invest in tobacco-related securities. Target allocation is adjusted annually, generally decreasing allocation to stock funds and increasing allocation to fixed-income and money market funds.	Moderate – The performance of the portfolio is dependent on the performance of the underlying American Century funds and will assume the risks associated with these funds. The risks will vary according to each portfolio's asset allocation, and a fund with a later target date is expected to be more volatile than one with an earlier date.
LIVESTRONG® 2015 Portfolio from American Century Investments	LIVESTRONG® 2015 seeks the highest total return consistent with its asset mix.	Invests in a mix of American Century funds, based on a target allocation intended to diversify investments among various asset classes such as stocks, bonds and money market instruments. Portfolio is tobacco-free, meaning that no underlying fund will invest in tobacco-related securities. Target allocation is adjusted annually, generally decreasing allocation to stock funds and increasing allocation to fixed-income and money market funds.	Conservative to Moderate – The performance of the portfolio is dependent on the performance of the underlying American Century funds and will assume the risks associated with these funds. The risks will vary according to each portfolio's asset allocation, and a fund with a later target date is expected to be more volatile than one with an earlier date.
<b>Blended Fund</b>			
Vanguard Balanced Index Fund	With approximately 60% of assets, Balanced Index seeks to track the investment performance of a benchmark index that measures the investment return of the overall U.S. stock market. With approximately 40% of its assets, the fund seeks to track the investment performance of a broad, market-weighted bond index.	Employs a “passive management” — or indexing — investment approach designed to track the investment performance of two benchmark indices. The fund invests by sampling its target indices, meaning that it holds a range of securities that, in the aggregate, approximates the full indices in terms of key characteristics. With approximately 60% of its assets, the fund seeks to track the investment performance of the MSCI US Broad Market Index. The fund typically holds 1,200-1,300 stocks in its target index and a representative sample of the remaining stocks. With approximately 40% of its assets, the fund seeks to track the investment performance of the Barclays Capital U.S. Aggregate Float Adjusted Index. At least 80% of the bonds held by the fund are held in the index, and all of the fund's bond holdings are selected using a sampling process.	Moderate – Because stock and bond prices can move in different directions or to different degrees, the fund's bond and short-term investment holdings may counteract some of the volatility experienced by the fund's stock holdings. The fund's performance could be hurt by stock market risk, interest rate risk, income risk, call risk, credit risk and index sampling risk.

## Descriptions of the Underlying Mutual Funds (continued)

Fund	Objective	Investment Strategy	Potential Risks/Rewards
<b>Bond Funds</b>			
American Century Inflation-Adjusted Bond Fund	Inflation-Adjusted Bond seeks to provide total return and inflation protection consistent with investments in inflation-indexed securities.	Invests at least 80% of its assets in inflation-adjusted debt securities issued by the U.S. Treasury, by other U.S. government agencies and instrumentalities, and other, non-U.S. government entities such as corporations.	Conservative – Investments in fixed income securities are subject to the risks associated with debt securities including credit, price and interest rate risk. In certain interest rate environments, such as when real interest rates are rising faster than nominal interest rates, inflation-protected securities with similar durations may experience greater losses than other fixed income securities. Interest payments on inflation-protected debt securities will fluctuate as the principal and/or interest is adjusted for inflation and can be unpredictable.
American Century International Bond Fund	International Bond seeks high total return.	Invests in high-quality, non-dollar-denominated international government and corporate debt securities. Invests at least 80% of assets in debt securities.	Aggressive – High return potential with corresponding high price fluctuation. International investing involves special risk considerations. These include economic and political conditions, expected inflation rates and currency swings.

### Bond Funds (continued)

Vanguard Total Bond Market Index Fund	Total Bond Market Index seeks to track the performance of a broad, market-weighted bond index.	Employs a “passive management” — or indexing — investment approach designed to track the performance of the Barclays Capital U.S. Aggregate Float Adjusted Index. The fund invests by sampling the index, meaning that it holds a range of securities that, in the aggregate, approximates the full index in terms of key risk factors and other characteristics. All of the fund’s investments will be selected through the sampling process, and at least 80% of the fund’s assets will be invested in bonds held in the index. The fund maintains a dollar-weighted average maturity consistent with that of the index, which generally ranges between 5 and 10 years.	Conservative to Moderate – Subject to interest rate, income, credit, call and index sampling risk.
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### Money Market Fund

American Century Premium Money Market Fund	Premium Money Market seeks current income and capital preservation.	Invests in high-quality, cash-equivalent securities including short-term obligations of banks, governments and corporations that are payable in U.S. dollars.	Conservative – High-quality debt securities are among the safest securities available, the interest they pay is among the lowest for income-paying securities. Accordingly, the yield on this fund will likely be lower than funds that invest in longer-term or lower-quality securities. <i>An investment in the Fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Fund seeks to preserve the value of your investment at \$1 per share, it is possible to lose money by investing in the Fund.</i>
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### Additional information about the benchmark indices for the underlying Vanguard funds

The target indices of the underlying Vanguard index funds may change. Each index fund reserves the right to substitute a different index for the index it currently seeks to track. This could happen if the current index is discontinued, the underlying fund’s agreement with the sponsor of its target index is terminated or for any other reason determined in good faith by the underlying fund’s board of trustees. In any such instance, the substitute index would measure the same market segment as the fund’s current index.



## PART 2 – LEARNING QUEST PARTICIPATION AGREEMENT

### Article 1 – Introduction

The person or persons signing the accompanying Application hereby agree to participate in the Program and be subject to the terms and conditions of this Participation Agreement (“Agreement”), the Program and the Act.

The Account Owner’s participation shall be effective when the completed and fully executed Application is received and accepted by the Program Manager.

Accounts established under the Kansas Postsecondary Education Savings Program and their earnings are neither insured nor guaranteed by the state of Kansas, the Kansas State Treasurer or the Program Manager.

### Article 2 – Definitions

As used in the Agreement, the following terms shall have the meaning hereinafter set forth, unless a different meaning is plainly required by the context:

2.1 “*Account*” means an individual savings account established by the Account Owner for the Designated Beneficiary in accordance with the provisions of the Act and the Code.

2.2 “*Account Owner*” means the person or persons who enter into this Participation Agreement pursuant to the Act and who retain ownership of the Account. An Account Owner shall include a successor Account Owner and may also be the Designated Beneficiary of the Account. In the event more than one person is an Account Owner, any one registered Account Owner may act on the Account unless either Account Owner requests, with the approval of the Program Manager, that all account transactions be submitted in writing, signed by all Account Owners.

2.3 “*Act*” means Sections 75-640 through 650 of the Kansas Statutes Annotated, as amended, and any regulations promulgated thereunder.

2.4 “*Application*” means the application by which this Participation Agreement, as amended from time to time, is accepted by the Account Owner. The statements contained therein shall be incorporated into this Participation Agreement.

2.5 “*Code*” shall mean the Internal Revenue Code of 1986, as amended from time to time, and any regulations promulgated thereunder.

2.6 “*Designated Beneficiary*” means, with respect to an Account, the individual designated at the time the Account is established as the individual whose Qualified Higher Education Expenses are expected to be paid from the Account or, in the case of a change in beneficiaries, the individual who is the successor Designated Beneficiary. An Account Owner can be the Designated Beneficiary. If no Designated Beneficiary is named at the time an Account is established by a state or local government or any other organization exempted from such requirement under the Act, the Designated Beneficiary shall be each individual who receives a scholarship from such Account.

2.7 “*Maximum Account Balance*” means the account balance limit for contributions as determined annually by the Treasurer.

2.8 “*Member of the Family*” means an individual as defined in Section 529 of the Code.

2.9 “*Program*” means the Kansas Postsecondary Education Savings Program established pursuant to the Act.

2.10 “*Program Manager*” means American Century Investment Management, Inc., or any successor.

2.11 “*Qualified Higher Education Expense*” means any qualified higher education expense as defined in Section 529 of the Code.

2.12 “*Responsible Individual*” means the person or persons acting on behalf of a Designated Beneficiary who is an Account Owner and who has not attained the age of majority under laws of the state in which the Designated Beneficiary is a resident.

2.13 “*Rollover*” means a rollover distribution as defined in Section 529 of the Code.

2.14 “*Treasurer*” means the Treasurer of the state of Kansas.

2.15 “*Trust*” means the trust fund established under the Act and held and administered by the Treasurer under the Program.

## Article 3 – Contributions

**3.1 Receipt of Contributions.** Contributions to the Account may be made by the Account Owner or any other person or entity. All contributions to the Account shall be made in cash. The Program Manager shall accept and hold in the Account such contributions as it may receive from time to time and shall invest such contributions on behalf of the Account Owner.

Restrictions, including limitations as to the amount of contributions and method for making contributions, may be imposed by the Program Manager.

**3.2 Rollover and Transfer Contributions.** All or any portion of a tuition program qualified under Section 529 of the Code may be rolled over, in cash, to the Account in a form or manner acceptable to the Program Manager. Similarly, all or any portion of another investment option, including an Education Savings Account described in Section 530 of the Code or a qualified U.S. Savings Bond described in Section 135 of the Code, authorized under the Code for transfer to a qualified tuition program established under Section 529 of the Code may be transferred in cash to the Account in a form and manner acceptable to the Program Manager. In accepting or making any such transfer or Rollover, the Treasurer and the Program Manager assume no responsibility for the tax consequences of the transfer or Rollover. The Program Manager and the Treasurer will not be responsible for any losses that may be incurred as a result of the timing of any transfer or Rollover from or to a tuition program that are due to circumstances reasonably beyond the control of the Program Manager.

**3.3 Contribution Limits.** A contribution may not be made to an Account if it would cause the Maximum Account Balance to be exceeded. The Program Manager will make this determination by adding the aggregate Account balances for a Designated Beneficiary under the Program as of a date specified by the Treasurer, plus all contributions made for a Designated Beneficiary since that date, less all withdrawals, Rollover distributions and transfers from the Accounts since that date. If any contribution is received by the Program Manager for any Designated Beneficiary that, when added to the amount determined in the preceding sentence, would exceed the Maximum Account Balance, that portion of the contribution that would constitute the excess shall be returned. If, at any time, cumulative contributions for a Designated

Beneficiary exceed the Maximum Account Balance, the Program Manager will notify the Account Owner of such excess contribution and solicit instructions for its removal. If the Account Owner does not direct a withdrawal or Rollover distribution of the excess contribution within 30 days of such notice, the Program Manager shall process a withdrawal of the excess contribution adjusted for any gain or loss attributable to the period it has been held in the Account. The proceeds of the withdrawal shall be forwarded to the Account Owner.

## Article 4 – Designated Beneficiary

**4.1 Designation of Beneficiary.** The Account Owner shall specify a Designated Beneficiary, who can be an Account Owner, of the Account on the Application, unless the Account Owner is an organization exempted from this requirement under the Act. The Account Owner may change the current Designated Beneficiary on an Account at any time to a successor Designated Beneficiary provided the successor is a Member of the Family of the Designated Beneficiary. Such change of Designated Beneficiary must be submitted online, by telephone or in writing on a form provided or approved by the Program Manager and shall be effective upon receipt and approval by the Program Manager.

**4.2 Designated Beneficiary as Account Owner.** In the event the Designated Beneficiary has not attained the age of majority under laws of the state in which the Designated Beneficiary is a resident at the time the Designated Beneficiary becomes an Account Owner, an adult shall complete an Application on behalf of the Designated Beneficiary for the purpose of establishing or maintaining the Account. The person executing the Application on behalf of the minor will be designated the “Responsible Individual” and shall exercise all the rights, powers and duties of the Account Owner with respect to administration, management and distribution of the Account until the Designated Beneficiary attains the age of majority, including but not limited to choosing an investment strategy, directing withdrawals and designating successor Responsible Individuals. Until the Designated Beneficiary attains the age of majority, the Designated Beneficiary shall have no authority with respect to the administration, management, designation of successor Account Owners or withdrawals from the Account. The Program Manager may rely on any instruction or direction made by the Responsible

Individual and shall deliver all required notices or documents to the Responsible Individual. When the Designated Beneficiary attains the age of majority, the Designated Beneficiary shall automatically assume full control of the Account, and the Responsible Individual will be removed and will no longer have authority on the Account.

If the Responsible Individual becomes incapacitated or dies before the Designated Beneficiary has attained the age of majority under laws of the state in which the Designated Beneficiary is a resident, the successor Responsible Individual shall be the person named to succeed in that capacity by the preceding Responsible Individual in a designation accepted by the Program Manager. This designation may be completed online, by telephone or in writing. If no successor is so named, the successor Responsible Individual shall be the surviving parent of the Designated Beneficiary or, if no parent shall survive the Designated Beneficiary, the guardian, conservator or other legal representative, wherever appointed, of the Designated Beneficiary. Evidence satisfactory to the Program Manager of the death or disability of the Responsible Individual must be provided.

### **Article 5 – Investments**

**5.1 Investment Selection.** When an Account is established, the Account Owner, Responsible Individual or UGMA/UTMA custodian will designate one of the investment options offered by the Program for the Account. The Program Manager shall invest all contributions in the investment option designated by the Account Owner. The Account Owner may change the investment option subject to any restrictions imposed by the Code, the Act or any regulations promulgated thereunder.

**5.2 Statements.** The Program Manager will provide to the Account Owner periodic statements reflecting the value of the Account, contributions, withdrawals and any other transactions in the Account during the period. Unless the Account Owner sends the Program Manager written objection to the report within thirty (30) days of receipt, the Account Owner shall be deemed to have approved such report, and the Program Manager, the Treasurer and the state of Kansas, their officers, employees, attorneys and agents shall be forever released and discharged from all liability and accountability to anyone with respect to all matters covered by the statement.

### **Article 6 – Withdrawals**

**6.1 Withdrawals.** Only the Account Owner can request a withdrawal from the Account at any time and from time to time. The Program Manager shall process each such request upon receipt of a withdrawal request completed online, by telephone or in writing, in a form approved by and acceptable to the Program Manager. The Designated Beneficiary, unless he or she is also the Account Owner, cannot direct a withdrawal from the Account. The Account Owner may, subject to any restrictions imposed by the Program Manager, direct the Program Manager to distribute any withdrawals from the Account directly to any person, corporation, university, college or any other entity. Anything herein to the contrary notwithstanding, the Program Manager is empowered to make a distribution absent such instruction from the Account Owner if directed to do so pursuant to a court order, and the Program Manager shall, in such event, incur no liability for acting in accordance with such court order.

**6.2 Rollover Withdrawal.** All or any portion of the Account may be rolled over to a tuition program qualified under Section 529 of the Code if so directed by the Account Owner in a form or manner acceptable to the Program Manager. In accepting or making any such rollover, the Treasurer and the Program Manager assume no responsibility for the tax consequences of the Rollover. The Program Manager will not be responsible for any losses the Account Owner may incur as a result of the timing of any transfer from or to a tuition program that are due to circumstances reasonably beyond the control of the Program Manager.

### **Article 7 – Change of Account Owner**

**7.1 Change of Account Ownership.** Account ownership may be transferred to another eligible person or persons, without penalty, with the consent of the Account Owners. Such request must be submitted in writing on a form provided or approved by the Program Manager, shall be effective upon receipt and approval by the Program Manager, and must be accompanied by an Application completed by the new Account Owner.

**7.2 Designation of Successor Account Owner.** The Account Owner may designate, on the Application, any person or persons, including the Designated Beneficiary, as the successor Account Owner of the Account. Any such designation may be revoked by the Account Owner at any time and shall be automatically revoked upon

receipt by the Program Manager of a subsequent designation in valid form bearing a later execution date. The designation and any subsequent designation must be submitted online, by telephone or in writing on a form provided or approved by the Program Manager and shall be effective upon receipt and approval by the Program Manager. This right of designation shall extend to the successor Account Owner in the event the successor Account Owner becomes the Account Owner under Section 7.3.

**7.3 Death of an Account Owner Prior to the Distribution of the Entire Account.** In the event an Account Owner dies, the ownership of the Account shall fully vest in the remaining Account Owners of the Account. If there is no surviving Account Owner, the ownership of the Account shall vest in the successor Account Owner designated by the Account Owner. If there is no surviving Account Owner or successor Account Owner, or if the successor Account Owner disclaims ownership in the Account, ownership of the Account shall fully vest in the Designated Beneficiary. If the Designated Beneficiary becomes a successor Account Owner due to the death of the Account Owner and has not attained the age of majority under laws of the state in which the Designated Beneficiary is a resident at such time, the Account shall be administered, as provided in Section 4.2, by the Responsible Individual. In such event the Responsible Individual shall be the surviving parents of the Designated Beneficiary or, if no parent shall survive the Designated Beneficiary, the guardian, conservator or other legal representative, wherever appointed, of the Designated Beneficiary. In any event, evidence satisfactory to the Program Manager of the death of such persons must be provided.

**7.4 Transfer on Divorce.** All or a portion of an Account Owner's interest in the Account may be transferred to a new Account established by a spouse or former spouse pursuant to a decree of divorce or separate maintenance agreement or a written instrument incident to such a decree, in which event the transferred portion shall be held as a separate Account. In any event, evidence satisfactory to the Program Manager of the divorce or separation may be required.

## **Article 8 – Amendment and Termination**

**8.1 Amendment.** The Program Manager, with the consent of the Treasurer, reserves the right to amend this Agreement, in whole or in part, to meet the

requirements of the Code, the Act or for any other purpose. Any such amendments may be retroactively effective if such amendment is necessary to conform the Agreement to, or satisfy the conditions of, any law, governmental regulation or ruling and to permit the Agreement to meet the requirements of the Code or Act. The Program Manager shall furnish a notice of any such amendment to the Account Owner.

**8.2 Termination.** The Program Manager may terminate an Account and distribute the balance of such Account if it shall determine that (a) the Account Owner or the Designated Beneficiary has provided false, fraudulent or misleading information or made a material misrepresentation to the Program Manager, the Treasurer or an institution of postsecondary education as defined in the Act, or (b) the Account balance does not meet the minimum balance criteria established by the Program Manager. The Program Manager, with the consent of the Treasurer, reserves the right to terminate or suspend this Agreement, the Trust and the Program at any time. Nothing contained in the Agreement or the Program shall be construed as an agreement or representation by the Treasurer or the Program Manager that either will continue to maintain this Agreement, the Trust or the Program indefinitely.

## **Article 9 – Miscellaneous**

**9.1 Fees.** All taxes or penalties of whatever kind or character that may be imposed, levied or assessed upon or in respect to an Account or the Program Manager in its capacity as such; all expenses incurred by the Program Manager in the performance of its duties hereunder, including fees of attorneys and other persons engaged by the Program Manager for service in connection with an Account; and all fees and other compensation of the Program Manager for its services hereunder, according to the schedule in effect from time to time, shall be deducted from the Account by the Program Manager.

**9.2 Loans.** No Account or any portion thereof may be used as collateral or pledged as security for a loan. Any such assignment shall have no force or effect. Similarly, an Account Owner or Designated Beneficiary may not borrow, assign or transfer any assets in an Account, except as provided in this Agreement.

**9.3 Minors.** If a distribution is payable to a person known by the Program Manager to be a minor or otherwise under a legal disability, the Program Manager may, in its absolute discretion, make all or any part of



the distribution to (a) a parent of such person, (b) the guardian, committee or other legal representative, wherever appointed, of such person, (c) a custodial account established under a Uniform Gifts to Minors Act, Uniform Transfers to Minors Act or similar act, (d) any person having control or custody of such person, (e) the Responsible Individual, or (f) to such person directly.

**9.4 Applicable Law.** Except as otherwise provided herein, all questions arising with respect to the Program and this Agreement shall be determined by application of the laws of the state of Kansas, except to the extent the Code or any other federal statutes supersede Kansas law.

**9.5 Exclusive Benefit.** At no time shall it be possible for any part of an Account to be used for, or diverted to, purposes other than for the exclusive benefit of the Account Owner or the Designated Beneficiary, except as specifically provided in this Agreement.

**9.6 Scope of Liability.** The Treasurer, the state of Kansas and the Program Manager shall not be responsible in any way for determining the appropriateness of contributions; the amount, character, timing, purpose, propriety of any distribution or withdrawal; or any other action or non-action taken at the Account Owner's request. The Account Owner and Designated Beneficiary shall at all times fully indemnify and save harmless the Treasurer, the state of Kansas, the Program Manager, their officers, agents, employees, affiliates, and successors and assigns from and against any and all liability, loss, damage or expense, including attorney's fees, which may arise in connection with the Program, except liability arising from the gross negligence or willful misconduct of the Treasurer or the Program Manager.

The Program Manager shall be under no duty to take any action other than as herein specified with respect to an Account, unless the Account Owner shall furnish the Program Manager with instructions in proper form and such instructions shall have been specifically agreed to by the Program Manager in writing; or to defend or engage in any suit with respect to an Account, unless the Program Manager shall first have agreed in writing to do so and shall have been fully indemnified to the satisfaction of the Program Manager.

The Program Manager may conclusively rely upon, and shall be protected in acting upon, any order from the Account Owner or any other notice, request, consent, certificate or other instrument or paper believed by it to

be genuine and to have been properly executed, and so long as it acts in good faith, in taking or omitting to take any other action. Any such order or notification shall be provided in writing on an original document or, at the Program Manager's discretion, may be provided by a copy thereof reproduced through photocopying, fax transmission or electronic transmission. For this purpose, the Program Manager may (but is not required to) give the same effect to a verbal instruction as it gives to a written instruction, and the Program Manager's action in doing so shall be protected to the same extent as if such verbal instructions were, in fact, a written instruction. The Program Manager shall not be obliged to determine the accuracy or propriety of any such directions and shall be fully protected in acting in accordance therewith. If instructions are received that, in the opinion of the Program Manager, are unclear or are not given in accordance with the Program and this Agreement, the Program Manager shall not be liable for loss of income, or for appreciation or depreciation in an Account's value, during the period preceding the Program Manager's receipt of written clarification of the instructions. Although the Program Manager shall have no responsibility to give effect to a direction from anyone other than the Account Owner or Responsible Individual, the Program Manager may, in its discretion, establish procedures pursuant to which the Account Owner or Responsible Individual may delegate to a third party any and all of the Account Owner's or Responsible Individual's powers and duties hereunder, provided, however, that in no event may anyone other than the Account Owner or Responsible Individual execute the Application by which this Agreement is adopted or the form by which the Designated Beneficiary, successor Account Owner or successor Responsible Individual are designated.

The establishment of an Account under the Program does not guarantee that any Designated Beneficiary will be accepted as a student by or will be graduated from any institution of postsecondary education or be treated as a Kansas state resident for tuition purposes.

**9.7 Appointment of Agent.** The Program Manager may appoint agents, including American Century Services, LLC, and its affiliates, Upromise Investment Advisors, LLC, and persons in their employ, to perform its ministerial acts hereunder, including, but not limited to, the acceptance and investment of contributions to the Account, acceptance of transfers from other tuition programs, maintenance of Account records, filing of any



federal or state required information returns, maintenance of beneficiary and successor designations, collection and remittance of the Program Manager's fees, any taxes or penalties and payment of distributions. The authorizations and protections afforded the Program Manager hereunder shall apply equally to such agents in their performance of all such delegated acts.

**9.8 Judicial Determination.** Anything to the contrary herein notwithstanding, in the event of reasonable doubt respecting the proper course of action to be taken, the Program Manager may in its sole and absolute discretion resolve such doubt by judicial determination, which shall be binding on all parties claiming any interest in the Account. In such event, all court costs, legal expenses, reasonable compensation of time expended by the Program Manager in its duties, and other appropriate and pertinent expenses and costs shall be collected by the Program Manager from the Account.

**9.9 Nomenclature.** Titles of articles and division into sections are for general information and convenience of reference and are to be ignored in any construction of the provisions hereof. As used herein, the masculine shall include the feminine and the singular, the plural in all cases in which such meanings would be appropriate.

**9.10 Binding Agreement.** This Agreement shall be binding upon the Account Owner, Responsible Individual, Designated Beneficiary, their heirs, executors or administrators and upon any person to whom any Account Owner, Responsible Individual or Designated Beneficiary has attempted to make an assignment contrary to the provisions hereof.

**9.11 Notices.** Any notice sent from the Program Manager to the Account Owner, Responsible Individual or Designated Beneficiary shall be effective when sent by mail, special delivery or electronic transmission.

**9.12 Severability.** If any part or parts of this Agreement shall be held to be void or unenforceable, such part or parts shall be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found to be void or unenforceable.

IN WITNESS WHEREOF, this instrument has been executed on behalf of the state of Kansas.

State of Kansas  
Office of the Treasurer

By: Ron Estes

Ron Estes, Kansas State Treasurer



**ADMINISTERED BY KANSAS STATE TREASURER RON ESTES**

Managed by American Century Investment Management, Inc.

**Contact Information**

**1-800-579-2203**

**National Universal Relay Service: 700#**

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American Century Investment Services, Inc., Distributor and Underwriter

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