

SCHWAB 529 COLLEGE SAVINGS PLAN



Guide and Participation Agreement
July 1, 2013

The Schwab 529 Plan is administered by Kansas State Treasurer Ron Estes.

Managed by American Century Investment Management, Inc.

Notice: Accounts established under the Schwab 529 Plan and their earnings are neither insured nor guaranteed by the state of Kansas, the Kansas State Treasurer, American Century Investments® or Charles Schwab & Co., Inc. Accounts established under the Schwab 529 Plan are domiciled at American Century Investments and not Schwab.

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To request any of the forms listed in this guide, or to have a Schwab investment professional assist with your transaction, call Schwab at 1-888-903-3863.

The Schwab 529 Plan 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.

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 Schwab 529 Guide and Participation Agreement, and it 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 advisor or contact your home state's Plan to learn more about how these benefits or limitations would apply to your situation.

You may request prospectuses for the funds held by the portfolios by calling Charles Schwab & Co., Inc. at 1-800-435-4000.

The Schwab 529 Plan is available through Charles Schwab & Co., Inc. and is managed by American Century Investment Management, Inc. The Plan was created by the Kansas State Legislature under the provisions of Section 529 of the Internal Revenue Code and is administered by Kansas State Treasurer Ron Estes. The state of Kansas offers two Plans. The Schwab 529 Plan is available through Charles Schwab & Co., Inc. The Learning Quest® 529 Education Savings Program is available through American Century Investments® and financial professionals. 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 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.

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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.

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

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.

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RISK FACTORS

Risk of Investment Loss. As with any investment, it is possible to lose money by investing in this program. The value of your Schwab 529 Plan account may fluctuate, and it is possible for the value to be less than what 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 any program 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 8 for more information.

Risk of Plan Changes. From time to time, the Plan 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.

PART 1

A GUIDE TO YOUR SCHWAB 529 PLAN ACCOUNT

OVERVIEW OF THE SCHWAB 529 PLAN

The Schwab 529 Plan is a 529 education investment program established by the state of Kansas, managed by American Century Investment Management, Inc., under the name Schwab 529 College Savings Plan, and available through Charles Schwab & Co., Inc. The Plan was created by the Kansas Legislature under the provisions of Section 529 of the Internal Revenue Code.

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 the Schwab 529 Plan

The Schwab 529 Plan 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:

- Kansas taxpayers receive an annual adjusted gross income deduction on their state tax return for their contributions to the Schwab 529 Plan (or any 529 Plan sponsored by any other state) of 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 11:59 p.m. Eastern time on December 31.
- Any earnings can 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 \$335,000 per beneficiary. This limit is based on the average expenses of five years of higher education in Midwestern states and may be adjusted annually. The contribution limit is a combination of contributions and earnings.

*The earnings portion of a Nonqualified Withdrawal is subject to federal and state taxes and a 10% federal penalty tax.

- Contributions are considered completed gifts for purposes of the federal gift tax exclusion.
- No federal gift tax on contributions you make for a beneficiary of up to \$70,000 (\$140,000 for spousal gifts) in one year. You will need to elect to treat the contribution as being made in equal payments over a five-year period. To avoid gift tax, you should not make any additional gifts to the beneficiary during that time.
- No annual account maintenance fee.
- A diversified investment strategy based on Schwab's asset allocation models, with funds from multiple investment managers. The Schwab 529 Plan features a variety of portfolios based on investor objectives, risk tolerance and time horizon.
- Flexibility to use the account to pay for Qualified Education Expenses at any educational institution, including community colleges and vocational and technical schools but generally limited to U.S. institutions.

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

ADDITIONAL FEATURES

Anyone who is a U.S. citizen or resident alien can open or contribute to an account, and anyone may contribute to an account, regardless of who opened it.

Anyone Can Be a Beneficiary. You can name anyone who is a U.S. citizen or resident alien as the beneficiary of your account, and the beneficiary can be any age. You can even open an account for yourself if you'll be pursuing a degree or vocational training in the future.

No Kansas Residency Required. You don't have to live in Kansas to participate in the program. The Schwab 529 Plan is available to any U.S. citizen or resident alien.

No Age or Income Requirements. There are no age or income requirements to be an Account Owner, contributor or beneficiary of a Schwab 529 Plan account. A minor can also be an Account Owner when there is 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.

Additional Account Owners Allowed. You can open a Schwab 529 Plan account with an additional Account Owner. Joint accounts are established as joint tenants with rights of survivorship. American Century Investments® will use the first Account Owner's name and Social Security number you list on the Account Application for IRS reporting purposes.

Portfolio Selection. With the Schwab 529 Plan, you can choose from a range of static and age-based portfolios that meet your investment objectives, risk tolerance and time horizon.

If you choose a static portfolio, your account will be invested in that portfolio until you change your selection or until the account is closed.

If you choose an age-based portfolio, your beneficiary's current age and the risk track you select will determine how your account is invested. Your investment automatically migrates over time, from more aggressive to more conservative, and during the year after your beneficiary turns 18, your account will move into the Short-Term Portfolio.

To learn more about the portfolios, please turn to page 8.

Investment Changes. You may change your portfolio selection once per calendar year without having to change the beneficiary, as authorized by the IRS. If your investment strategy or the time frame in which you need the money changes, call your Schwab investment professional for more information.

Coordination with an Education Savings Account. You can contribute to an ESA and a 529 College Savings Plan for the same beneficiary in the same year. See page 5 for more information.

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 Schwab 529 Plan account for the same minor. This may result in a taxable transaction, but future earnings would grow tax-deferred in the Schwab 529 Plan account. See page 4 for more information.

PROGRAM ADMINISTRATION AND ROLES

Program Administrator

Kansas State Treasurer Ron Estes is the Program Administrator for the Schwab 529 Plan. 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, if material, 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, 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

The Kansas Legislature created the Kansas Postsecondary Education Savings Program. Money that is contributed to a Schwab 529 Plan 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 www.schwab.com/529.

DEFINITIONS

Account Owner—The person (or persons) who opens the account and may do the following:

- Select or change the beneficiary
- Make contributions
- Make withdrawals
- Request portfolio changes
- 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 for the account. If the Account Owner is also the beneficiary and a minor, a Responsible Individual would need to be designated on the account to act on the behalf of the minor. The Responsible Individual cannot change the minor Account Owner or the beneficiary. When the minor reaches age of majority, he or she will assume full control of the account.

In the case of an UGMA/UTMA custodial account, the Custodian will be designated as the Account Owner for purposes of managing the account, but will not be authorized to change 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 alien, and also can be the Account Owner. In this Guide, 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 tax. Other states’ tax treatment of earnings may vary.

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, 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 can also check 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 website at 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 (spouse 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. This type of withdrawal may be taken at any time. See page 5 for more information on 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 may also be covered.
- The cost of room and board for a student enrolled at least half-time. The amount of room and board considered a Qualified Education Expense cannot exceed the greater of (i) the allowance applicable to the Designated Beneficiary included in the “cost of attendance” for federal financial aid purposes, as determined by the Eligible Educational Institution for that period, or (ii) the actual invoice amount for that period if the Designated Beneficiary is residing in housing owned or operated by the Eligible Educational Institution.

Qualified Withdrawal—Proceeds removed from the account to pay for the student’s Qualified Education Expenses at an Eligible Educational Institution. See page 5 for more information.

Responsible Individual—The adult authorized to sign the Account Application and make withdrawals 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 no longer has authority on the account.

CONTRIBUTIONS

Contribution Limit

The Schwab 529 Plan has a high contribution limit—currently \$335,000 per beneficiary. This limit is based on the average expenses of five years of higher education at a private institution in the Midwest.

The contribution limit is reached when the total value of all Kansas 529 Plan accounts for a beneficiary (including both contributions and earnings) equals or exceeds the current contribution limit. Once the limit is reached, no one may make any additional contributions for the beneficiary. The value of your Schwab 529 Plan account may, however, 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. American Century Investments® will notify you when there are changes to the contribution limit. See the following for information on excess contributions.

Excess Contributions

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

You will be contacted if a contribution received from you is more than the allowable amount. You can transfer the excess amount to another Kansas 529 Plan 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 American Century Investments within 30 days of the date the excess contribution occurred, it will be removed from the account as a Nonqualified Withdrawal, subject to income taxes and penalties. 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.

Ways to Contribute

The Schwab 529 Plan has low minimums to help you get started, and there are several convenient ways to contribute to your account. You can open an account with a lump sum or a monthly automatic investment from your bank account or paycheck for as little as \$25. Regardless of how you contribute, each contribution will be subject to a five-business-day hold before the funds are eligible for withdrawal.

Check

You can open an account by check with an initial contribution of \$25.

Electronic Funds Transfer (EFT)

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

Automatic Investment Plan (AIP)

It's easy to contribute to your Schwab 529 Plan account on a regular basis. You can set up monthly investments when you open your account. If your account is already open, you may set up an AIP online or by calling Schwab.

You may contribute to your Schwab 529 Plan account on a regular basis from your Schwab One® account or an account at another financial institution. Automatic investments do not ensure a profit and do not protect against loss in declining markets.

- Provide your automatic investment instructions on your application and include bank information if different from your investment check. If the date you select falls on a weekend or holiday, American Century Investments will 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. Go online or call Schwab to change the amount of your investment or to start an AIP.
- **Automatic Annual Increases.** You may increase your AIP contribution automatically on an annual basis for your Schwab 529 Plan account. Your periodic contribution will be adjusted each year in the month that you specify by the amount indicated on your application.
- **Payroll Direct Deposit.** This is an easy and convenient way to invest money for college without having to write a check each month. Check with your employer to see if you can direct part of your paycheck by ACH to your Schwab 529 Plan account. You'll need to go online to set up direct deposit or you may complete a Payroll Direct Deposit form and return it to Schwab. American Century Investments will send you a confirmation to sign and give to your employer for processing. In order for your payroll direct deposit to begin, your employer will need to initiate the process.

Schwab MoneyLink®

If you have a Schwab One or Schwab account, you can use Schwab MoneyLink to electronically transfer funds into your Schwab 529 account. Schwab MoneyLink allows you to move funds in recurring transfers and/or on an ad hoc basis. Additionally, Schwab MoneyLink allows people other than the Account Owner to make electronic contributions to a Schwab 529 account from their Schwab account. Contributions made via MoneyLink from a Schwab account into a Schwab 529 account must be authorized by the Schwab 529 Account Owners. MoneyLink can be established by completing the Schwab MoneyLink For Schwab 529 and Learning Quest® Accounts form. There is a \$25 minimum for transfers to a 529 account using MoneyLink. (MoneyLink can be used only for contributions into the 529 Plan; it cannot be used for withdrawals from the Plan.)

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 an UGMA/UTMA account to open an UGMA/UTMA account in the Schwab 529 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 distribution), 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 UGMA/UTMA. 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.

The Schwab 529 Plan will not be liable for any consequences related to a Custodian's improper use, transfer or characterization of custodial funds.

Investing from an Education Savings Account (ESA)

There are certain conditions that you need to be aware of before you transfer money from an ESA to the Schwab 529 Plan.

- 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 ESA custodian that shows the contribution and earnings portion of the transfer.
- The ESA beneficiary must be named as both the Account Owner and beneficiary of the Schwab 529 Plan 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, the minor will have full control of the account.

Ugift®

Family and friends can contribute to your Schwab 529 Plan through Ugift. 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—Schwab 529 Plan. 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 two business days following the event date).

Upromise Service

Saving for higher education is even easier with Upromise. 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 the service, your Upromise account and your Schwab 529 Plan account can be linked so that your Upromise earnings are automatically transferred to your Schwab 529 Plan 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., which is separate from the Schwab 529 Plan and is not affiliated with the state of Kansas. This guide 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 website at www.upromise.com.

WITHDRAWALS

The minimum withdrawal amount is \$50. Withdrawals may be paid by check or sent electronically via ACH to the Account Owner's or beneficiary's bank account if bank instructions have been provided. Withdrawals by ACH are available seven calendar days after your bank account information has been received and accepted. To request a withdrawal, go online or contact Schwab.

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 made at the time the withdrawal is made. An IRS Form 1099-Q will be issued the following January to the Distributee of the withdrawal, either the beneficiary or the Account Owner. See Instructions for 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 removed from the account to pay for the beneficiary's Qualified Education Expenses at an Eligible Educational Institution. The contribution and earnings portion of a Qualified Withdrawal is tax-free at the federal and Kansas state levels. Check with your tax advisor for your state's tax rules.

A Qualified Withdrawal may be made payable to the Account Owner, beneficiary, or only to the Eligible Educational Institution. The Program Manager may also accept withdrawal requests to be made payable to other approved third parties such as a sorority, fraternity or certain paying agents designated by an educational institution.

The Account Owner and/or beneficiary is responsible for determining if the proceeds of a withdrawal were used to pay for Qualified Education Expenses. You 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 Qualified Education Expenses.
- Keep documentation of the Qualified Education Expenses with your tax records.

The program allows the Account Owner to make systematic withdrawals from his or her account(s). This may be helpful if you make ongoing payments for a Qualified Education Expense. To establish a systematic withdrawal, contact Schwab.

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 at any time, 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 Kansas income tax return filing instructions for more information.

Penalty-Free Withdrawals

You may request a penalty-free withdrawal if the beneficiary receives a scholarship for Qualified 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, which is not subject to 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, so 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 the Schwab 529 Plan, 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 reflecting the amount of earnings and contributions represented by the rollover. If an account statement is not provided, 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 Schwab 529 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 as defined on page 3. If you don't, the transaction will be considered a Nonqualified Withdrawal, subject to income taxes and penalties. You may make this change by telephone if the new beneficiary already has a 529 account or in writing on a Schwab 529 College Savings Plan 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 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. You will owe the gift and/or generation-skipping tax in the year in which the beneficiary change was completed. For more information, check with your tax advisor or see IRS Form 709.

If the Schwab 529 Plan account has been opened with funds transferred from an UGMA/UTMA or ESA account, the beneficiary of that account may not be changed.

CHANGE OF ACCOUNT OWNER

You can change the Account Owner at any time by transferring ownership of the account to another 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. If the Account Owner is a minor, no change in ownership is allowed.

If ownership is changing as a result of divorce, satisfactory evidence of the divorce may be required by the Program Manager.

You may designate one Successor Account Owner on your Account Application. You may designate or change the Successor Account Owner online, by telephone or in writing.

If the Account Owner dies, a certified copy of the death certificate is required. Except as noted below, the account will 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 or no surviving Successor Account Owner on file. If the Designated Beneficiary is a minor, a Responsible Individual will be required for the account.

Upon the death of a minor Account Owner, where the account is managed by a Responsible Individual, the Responsible Individual may designate a new Account Owner and Designated Beneficiary. Upon the death of a minor Account Owner, where the account is held in an UGMA/UTMA, the assets in the account are considered an asset of the minor's estate.

CHANGE OF RESPONSIBLE INDIVIDUAL OR CUSTODIAN

The Responsible Individual on a minor-owned account or a Custodian on an UGMA/UTMA account can be changed at any time. To do this, the current Responsible Individual or Custodian will need to provide written consent along with an application completed by the new Responsible Individual or Custodian. Please note that the minor who is the Account Owner and Designated Beneficiary on these accounts cannot be changed.

Upon the death of the Responsible Individual for a minor-owned account, the designated Successor Responsible Individual shall assume control of the account until the minor Account Owner attains the age of majority under the laws of their state of residence. If no Successor Responsible Individual was named, the minor Account Owner's surviving parent, legal guardian, conservator, or other representative will assume the role of Successor Responsible Individual until the minor reaches the age of majority.

In the event the Custodian of an UGMA/UTMA account dies, the designated Successor Custodian shall manage the account until such time as the applicable state's UGMA/UTMA statute requires them to turn control of the assets over to the minor Account Owner. If a Successor Custodian was not designated, the applicable UGMA/UTMA statute will determine who, if anyone, may assume the role of Successor Custodian.

ESTATE PLANNING BENEFITS

The Schwab 529 Plan has several estate planning benefits to consider.

No Federal Gift Tax. Contributions to a Schwab 529 account are generally considered completed gifts to the beneficiary for purposes of the federal gift tax exclusion. If your contributions to a Schwab 529 Plan account for a beneficiary, together with all your other gifts to the beneficiary, do not exceed \$14,000

per year (\$28,000 for spousal gifts), your contributions will not be subject to the federal gift tax. If you gift more than \$14,000 (\$28,000 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 \$70,000 for each beneficiary (\$140,000 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 gift tax exclusion amount may be adjusted on an annual basis.

Your Contributions to the Account Are Removed from Your Taxable Estate. If you are the Account Owner, you maintain control of the account, including how the money is used and who will be the beneficiary. The value of the Schwab 529 Plan 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 year's gifts are included in your estate. The amounts may be adjusted on an annual basis. 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 distributions, 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 assets in the account are exempt from creditor claims on the Account Owner or beneficiary, except in the following situations:

- Amounts contributed within a one-year period preceding the date of filing 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 date of filing 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 AND CONFIRMS

Your account statement provides the information you need to keep you on track with your college investing goals. You'll be able to check your account balance, transactions and performance. Confirmations are sent for account transactions except for automatic investments from your bank or paycheck, Upromise® contributions and systematic withdrawals, which are confirmed on the quarterly statement.

You can elect to receive eStatements and eConfirms for quarterly statements and daily confirmations by registering online. An email notification will be sent when your statement is available to view online. Quarterly paper statements and email notifications will be sent if there is activity in the account for the previous quarter. However, if there is no activity in the account, no statement or email notification will be sent for the first quarter (March 31) and/or the third quarter (September 30). Your quarterly statement is available online at Schwab.com anytime, regardless of activity.

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 \$14,000 for any reason, you will need to file IRS Form 709 with your tax return. You also will need to complete the form if you elect to treat a gift of up to \$70,000 (\$140,000 for spousal gifts) as being made in equal payments over a five-year period. If a new beneficiary is named for the account who is one generation younger than the current beneficiary, a federal gift tax may apply. If the new beneficiary is two or more generations younger than the current beneficiary, 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 the Schwab 529 Plan account during the tax year. It shows the portion of the withdrawal that is earnings and contributions as well as the gross amount of the withdrawal. In January, American Century Investments® will send the Distributee, who may be the Account Owner and/or the beneficiary, an IRS Form 1099-Q for withdrawals made payable to them from the account in the previous year. You will also receive an IRS Form 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, an IRS Form 1099-Q will be issued to the beneficiary. If the withdrawal is payable to any other third party, an IRS Form 1099-Q will be issued to the Account Owner. The issuance of an IRS Form 1099-Q does not mean that the withdrawal is considered a taxable event. Use this form to complete your tax returns. Check with your tax advisor about reporting this information on your tax returns. American Century Investments will also report the information on IRS Form 1099-Q to the IRS.

SERVICES AVAILABLE FOR YOUR ACCOUNT

The Schwab 529 Plan offers a variety of services designed to make managing your account more convenient. When you open an account, you automatically receive all of the following services.

Transactions Online and by Telephone

There are several activities that you can initiate online or by telephone. Any Primary Account Owner or Joint Account Owner may:

- Inquire about your account; change your mailing address or email address; and view quarterly account statements, account history, confirmations, and tax forms online. You can also elect to receive eStatements and eConfirms for statements, trade confirmations, and account updates. You will receive an email notification when your statement is available online, reducing the need for paper statements.
- Change your existing AIP dollar amount, frequency, and debit date; you can also make annual AIP increases if banking instructions are on file.
- Make deposits from your bank or other financial institution. We will use the information from your initial investment check to set up this service unless you provide instructions for another bank account.
- Request a transfer to a new Schwab 529 portfolio. See "Investment Changes" on page 2 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.

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. Transaction 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. However, withdrawals from the account may be included in the income portion of the financial aid formula. 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. Rules concerning federal financial aid are subject to change. You should consult with a financial aid advisor or the U.S. Department of Education's website at www.ed.gov for more information about financial aid.

OVERVIEW OF INVESTMENT OPTIONS

General Information

It is your responsibility as the Account Owner to choose an investment option within the program that best suits your needs. Before selecting a portfolio, you should carefully consider your risk tolerance, time horizon, and return expectations.

Investment Advisor

The Plan's investment advisor is American Century Investment Management, Inc. American Century is responsible for managing the investments of the portfolios and directing the purchase and sale of the underlying mutual funds in which they invest. They also arrange for transfer agency, custody, and all other services necessary for the portfolios to operate.

Portfolio Managers

American Century uses a team of portfolio managers to manage the portfolios. The following portfolio managers share overall responsibility for coordinating the portfolios' activities, including determining appropriate asset allocations, reviewing overall fund compositions for compliance with stated investment objectives and strategies, and monitoring cash flows. The team meets as necessary to review the portfolios' target allocations.

Scott Wittman, CFA, CAIA, Chief Investment Officer – Quantitative Equity and Asset Allocation, Senior Vice President, and Senior Portfolio Manager, has been a member of the team that manages the portfolios since 2009.

Richard Weiss, Senior Vice President and Senior Portfolio Manager, has been a member of the team that manages the portfolios since 2010.

Radu Gabudean, Ph.D., Vice President and Portfolio Manager, has been a member of the team that manages the portfolios since 2013.

Scott Wilson, CFA, Vice President and Portfolio Manager, has been a member of the team that manages the portfolios since 2006.

Investment Strategy

The Schwab 529 Plan employs multiple investment managers to diversify across stocks, industry sectors and investment styles. Each of these portfolios is composed of mutual funds primarily from participants in Schwab's Mutual Fund OneSource® service, as well as Schwab Affiliate Funds.* American Century Investments® the Program Manager, in conjunction with the Program Administrator, has selected specific funds for each asset class in the portfolios to achieve the appropriate balance of risk and growth in an effort to meet target investment objectives. The selected funds come from the following companies: American Century Investments, Schwab Funds®, PIMCO Funds, Laudus Funds®, American Beacon Funds, Baron Funds®, Metropolitan West Asset Management, and Vanguard.

The portfolios are constructed based on Schwab's asset allocation models. These models are designed to be diversified across asset classes to meet the full spectrum of investor profiles from aggressive to conservative.

Throughout the year, a portfolio will rebalance whenever its asset class allocations are outside the defined ranges. The Program Manager may reallocate portfolio holdings each year in an effort to maintain a portfolio's target asset allocation investment strategy.

The performance of each portfolio is dependent on the performance of the underlying funds and asset classes. The value of each portfolio will vary from day to day due to changes in the markets in which the funds invest.

Investment Options

As the account owner, you can choose the investment option that best suits your needs, either the age-based tracks or static portfolios; and for the underlying investment vehicles, either actively managed or index mutual funds.

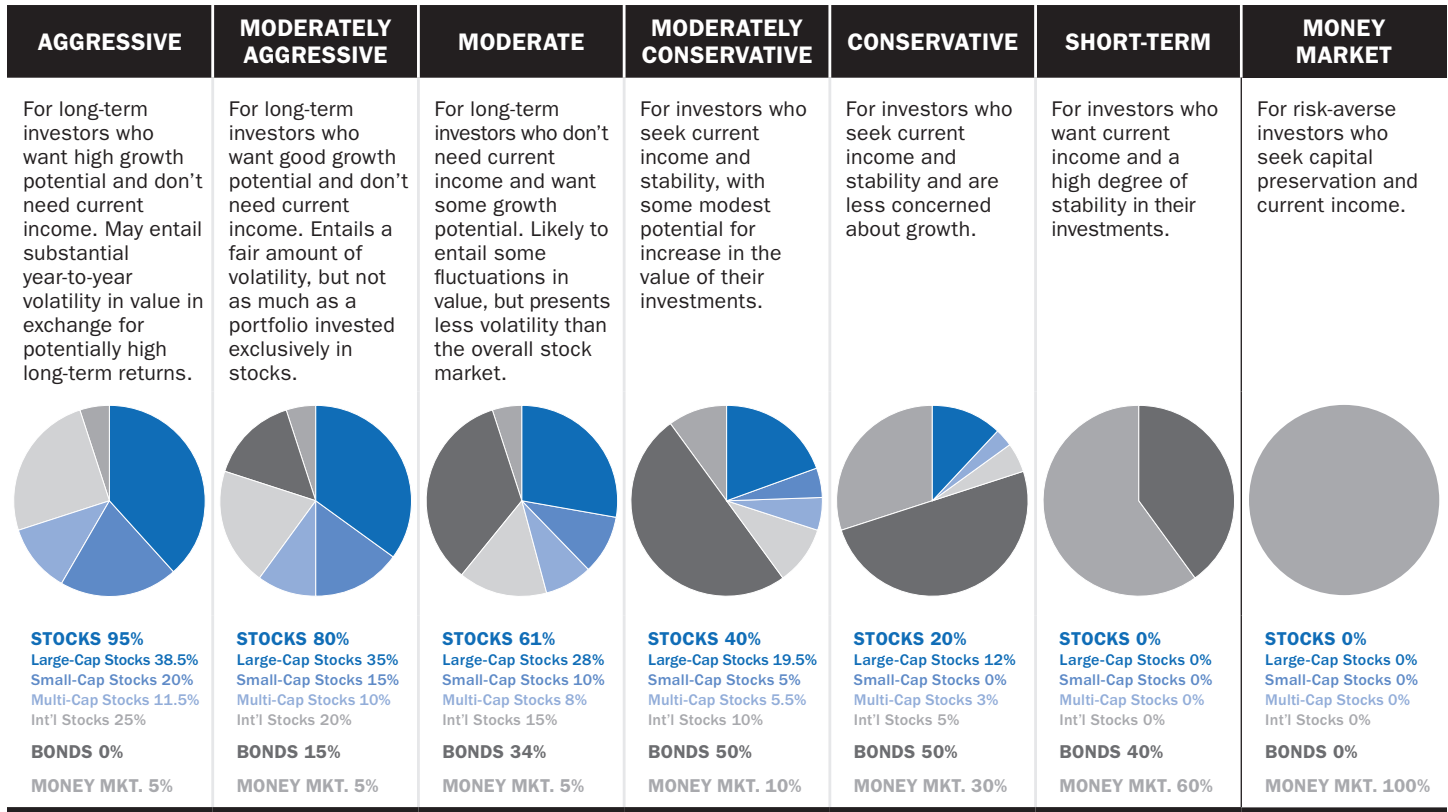
Age-Based Tracks. Your beneficiary's current age and the risk track you select will determine how your assets are invested. Your investment automatically migrates over time, moving through the risk track from more aggressive to more conservative portfolios. (See below for more information about the portfolios.) During the year after your beneficiary turns 18, your assets will move into the Short-Term Portfolio. This portfolio is composed of 60% money market and 40% bond holdings to reduce your risk during the time when money is being withdrawn from your account for the beneficiary's Qualified Education Expenses. The transfers generally occur on the fifth day of each month. If the fifth day of the month falls on a weekend or holiday, the transfer will occur on or about the following business day. Your assets will be included in the next monthly transfer that follows the 9th, 12th, 15th, and 18th birthdays of the beneficiary of your account.

If you choose an age-based track, you must also choose whether to use actively managed or index mutual funds as the underlying investment vehicle. (See below for more information about these underlying investment vehicle options.)

Static Portfolios. There are multiple static portfolios to choose from based on your risk tolerance: Aggressive, Moderately Aggressive, Moderate, Moderately Conservative, Conservative, Short-Term, and Money Market. Each portfolio is reallocated annually to maintain its target asset allocation. Your contributions and any earnings will stay in your chosen portfolio until you change your selection or the account is closed.

ASSET CLASS ALLOCATIONS OF THE PORTFOLIOS

The following chart reflects the asset class allocations for each of the Schwab 529 Plan portfolios as of July 1, 2013.



*Schwab Affiliate Funds include Schwab Funds® and Laudus Funds®. Schwab Funds and Laudus Funds are advised by Charles Schwab Investment Management, Inc. ("CSIM"), an affiliate of Schwab. Schwab and CSIM receive compensation from these Schwab Affiliate Funds for providing investment advisory services, as well as shareholder and other fund services. The amount of such compensation is disclosed in the prospectus for each fund. The aggregate fees that Schwab or CSIM receives from Schwab Affiliate Funds are generally greater than the remuneration Schwab receives from nonaffiliated mutual funds.

Schwab also receives remuneration from fund companies in the Mutual Fund OneSource® service for recordkeeping, shareholder services and other administrative services when fund shares are held at Schwab.

These portfolios, which are based on Schwab's asset allocation models, offer differing levels of diversification across numerous asset classes in order to accommodate all kinds of investors.

If you choose a static portfolio, you must also choose whether to use actively managed or index mutual funds as the underlying investment vehicle for the portfolio. (See below for more information about these underlying investment vehicle options.)

American Century Investments®, the Program Manager, in conjunction with the Program Administrator, has selected funds for each asset class in the portfolios in an effort to achieve an appropriate balance of risk and growth and to meet target investment objectives.

To learn more about the portfolios and fund options, please see pages 9–12.

Underlying Investment Funds

Whether selecting an age-based track or a static portfolio, you must also select the type of underlying investment funds, either actively managed funds or index mutual funds.

Actively Managed Funds. The investment philosophy of actively managed funds is to select stocks and bonds in an effort to achieve investment returns that exceed the performance of the market indexes with objectives comparable to the funds.

With the actively managed fund option, you can expect:

- A professionally managed investment with the potential to outperform the market.
- Allocation of assets across 14 different mutual funds and a Schwab money market fund—representing 11 asset classes and seven fund companies.
- Broad diversification to help manage risk.

Index Funds. The index fund option attempts to track the performance of market indexes by investing in the stocks and bonds that compose those indexes. With the index fund option, you can expect:

- Lower management fees and expenses compared to actively managed options.
- Allocation of assets across six index mutual funds and a Schwab money market fund—representing five asset classes and two fund companies.
- Exposure to a range of asset classes to help promote growth and manage risk.

You will own units of interest of the Schwab 529 Plan portfolio you select, not direct shares of the underlying funds. If the underlying funds pay dividends or capital gains, those earnings will be reinvested in the portfolio that owns shares of that underlying fund. If you invest in a portfolio with only one underlying fund, the performance of the portfolio will differ from the underlying fund's performance. When you withdraw, your account may be worth more or less than the amount of your contributions. Accounts established under the Schwab 529 Plan and their earnings are neither insured nor guaranteed by the state of Kansas, the Kansas State Treasurer, American Century Investments® or Charles Schwab & Co., Inc.

FEES AND EXPENSES

Underlying Fund Expenses. Each Schwab 529 Plan portfolio will realize 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 charged to a portfolio is based on the amount of each fund held and the expense ratio of that fund.

Program Management Fee. The program management fee is charged to an Actively Managed 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 Actively Managed Portfolios.

If you elect to invest in an age-based index portfolio, you will be charged an all-inclusive fee of 0.55%, rather than the underlying fund expenses and program management fee. The following tables provide the total fee for each of the Schwab 529 Plan portfolios. These total fees may be higher or lower depending on the percentage of the 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, as described above.

For its services in connection with the Schwab 529 Plan, Schwab will receive a portion of the underlying fund expenses deducted from the accounts excluding Schwab Affiliate Funds. Schwab's fees will be a percentage of the total assets maintained in accounts of Schwab's customers, subscribers or users of Schwab's services such as websites, email services or wireless products (collectively "Schwab customers").

If you establish a Schwab 529 Plan through a Schwab Investment Professional, your Investment Professional may receive compensation from Schwab based on the sale of the product. For more information, please refer to the Investment Professionals' Compensation webpage on Schwab.com, accessed via the "Compensation and Advice Disclosures" link. If you work directly with an independent investment advisor with Schwab Advisor Services, you may have separate fees. Please call your investment advisor for more information.

Independent investment advisors are not owned by, affiliated with, or supervised by Schwab. Schwab Advisor Services serves independent investment advisors and includes the custody, trading, and support services of Schwab.

American Century Investment Management Inc. receives remuneration from fund companies, including PIMCO Funds, American Beacon Funds, Baron Funds®, and Metropolitan West Asset Management, for recordkeeping, shareholder services and other administrative services ("Services") associated with funds held in the Schwab 529 Plan portfolios. Schwab Funds and Laudus Funds® do not pay American Century any remuneration for these Services.

Fee Tables

Actively Managed Portfolios	Underlying Fund Expense ¹	Program Management Fee	Total Program Fee
Aggressive	1.19%	0.20%	1.39%
Moderately Aggressive	1.11%	0.20%	1.31%
Moderate	1.03%	0.20%	1.23%
Moderately Conservative	0.91%	0.20%	1.11%
Conservative	0.70%	0.20%	0.90%
Short-Term	0.45%	0.20%	0.65%
Money Market	0.21%	0.20%	0.41%

Index Portfolios	Total Program Fee ²
Aggressive (Index)	0.55%
Moderately Aggressive (Index)	0.55%
Moderate (Index)	0.55%
Moderately Conservative (Index)	0.55%
Conservative (Index)	0.55%
Short-Term (Index)	0.55%

¹ 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. Such expense ratios are then multiplied by the portfolio's expected underlying holdings as of July 1, 2013. The actual underlying fund expenses of a portfolio may vary from those shown in this table.

² The total fee for the 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.

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

- A check 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 \$340,000 from the Program Manager to help defray 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.

Approximate Cost of a \$10,000 Investment. The following tables compare the approximate costs of investing in different types of portfolios within the Schwab 529 Plan over different time periods. Actual costs may be higher or lower.

Actively Managed Portfolios	1 Year	3 Years	5 Years	10 Years
Aggressive	\$142	\$441	\$761	\$1,668
Moderately Aggressive	\$134	\$416	\$719	\$1,578
Moderate	\$126	\$391	\$676	\$1,488
Moderately Conservative	\$113	\$353	\$612	\$1,351
Conservative	\$92	\$287	\$499	\$1,108
Short-Term	\$67	\$208	\$363	\$811
Money Market	\$42	\$132	\$230	\$518

Index Portfolios	1 Year	3 Years	5 Years	10 Years
Aggressive (Index)	\$56	\$177	\$308	\$690
Moderately Aggressive (Index)	\$56	\$177	\$308	\$690
Moderate (Index)	\$56	\$177	\$308	\$690
Moderately Conservative (Index)	\$56	\$177	\$308	\$690
Conservative (Index)	\$56	\$177	\$308	\$690
Short-Term (Index)	\$56	\$177	\$308	\$690

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

INVESTMENT PERFORMANCE

The following table shows the performance of the portfolios since inception. The investment performance shown for each Schwab 529 Plan portfolio is dependent on the performance of the underlying funds in which the portfolio may invest. Performance is as of March 31, 2013.

Performance data shown represents past performance and does not indicate future results. Visit schwab.com/529 for month-end performance information. Current performance may be lower or higher.

As with any investment, it is possible to lose money by investing in this plan. The principal value of your Schwab 529 Plan account and the investment return may fluctuate, and the shares, when redeemed, may be worth more or less than the amount you invested.

Note: The inception date of the Index Portfolios is July 1, 2013; therefore, investment performance history is not yet available.

Actively Managed Portfolios	1 Year	3 Years	5 Years	Since Inception	Inception Date
Aggressive	12.47	10.07	4.95	7.26	9/2/2003
Moderately Aggressive	11.09	9.44	5.62	7.12	9/2/2003
Moderate	9.64	8.79	5.87	6.86	9/2/2003
Moderately Conservative	7.57	7.50	6.06	6.35	9/2/2003
Conservative	4.79	5.21	4.96	5.15	9/2/2003
Short-Term	1.94	2.33	2.78	3.29	9/2/2003
Money Market	0.01	0.01	-	0.01	7/1/2009

SELECTING YOUR INVESTMENT OPTION

When deciding how to invest the funds in their 529 account, most owners will first choose between the age-based tracks or static portfolios. Regardless of which option is selected, you must then choose whether to use actively managed or index mutual funds as the underlying investment vehicle for your account.

Use the following tables to review the specific funds available for both the Actively Managed Portfolios and Index Portfolios and to help you select the option that's right for you.

Underlying Holdings of Schwab 529 Actively Managed Portfolios (as of July 1, 2013)	Aggressive	Moderately Aggressive	Moderate	Moderately Conservative	Conservative	Short-Term	Money Market
Large-Cap Stocks							
American Century Growth Fund	17.0%	15.0%	12.0%	8.5%	5.0%	0.0%	0.0%
Schwab Core Equity Fund™	8.0%	7.5%	6.0%	4.0%	2.5%	0.0%	0.0%
American Century Equity Growth Fund	8.0%	7.5%	6.0%	4.0%	2.5%	0.0%	0.0%
American Beacon Large Cap Value Fund	5.5%	5.0%	4.0%	3.0%	2.0%	0.0%	0.0%
Total Large-Cap Stocks	38.5%	35.0%	28.0%	19.5%	12.0%	0.0%	0.0%
Small-Cap Stocks¹							
American Century Small Cap Value Fund	13.0%	10.0%	6.5%	3.0%	0.0%	0.0%	0.0%
Baron Growth Fund	7.0%	5.0%	3.5%	2.0%	0.0%	0.0%	0.0%
Total Small-Cap Stocks	20.0%	15.0%	10.0%	5.0%	0.0%	0.0%	0.0%
Multi-Cap Stocks							
American Century Value Fund	11.5%	10.0%	8.0%	5.5%	3.0%	0.0%	0.0%
Total Multi-Cap Stocks	11.5%	10.0%	8.0%	5.5%	3.0%	0.0%	0.0%
International Stocks²							
American Century International Growth Fund	8.5%	7.0%	5.0%	3.5%	2.0%	0.0%	0.0%
Laudus International MarketMasters Fund™	16.5%	13.0%	10.0%	6.5%	3.0%	0.0%	0.0%
Total International Stocks	25.0%	20.0%	15.0%	10.0%	5.0%	0.0%	0.0%
Bonds³							
PIMCO Total Return Fund ⁴	0.0%	5.0%	11.0%	16.0%	16.0%	13.0%	0.0%
Metropolitan West Total Return Bond Fund	0.0%	3.0%	7.0%	10.0%	10.0%	9.0%	0.0%
American Century International Bond Fund	0.0%	2.0%	4.0%	6.0%	6.0%	5.0%	0.0%
American Century Short Duration Inflation Protection Bond Fund	0.0%	0.0%	5.0%	5.0%	5.0%	3.0%	0.0%
American Century Ginnie Mae Fund ⁵	0.0%	5.0%	7.0%	13.0%	13.0%	10.0%	0.0%
Total Bonds	0.0%	15.0%	34.0%	50.0%	50.0%	40.0%	0.0%
Money Market Fund							
Schwab Value Advantage Money Fund®	5.0%	5.0%	5.0%	10.0%	30.0%	60.0%	100.0%
Total Money Market Fund	5.0%	5.0%	5.0%	10.0%	30.0%	60.0%	100.0%
Total	100%	100%	100%	100%	100%	100%	100%

Underlying Holdings of Schwab 529 Index Portfolios⁶ (as of July 1, 2013)	Aggressive (Index)	Moderately Aggressive (Index)	Moderate (Index)	Moderately Conservative (Index)	Conservative (Index)	Short-Term (Index)
Domestic Large Blend						
Schwab S&P 500 Index Fund	50.0%	45.0%	36.0%	25.0%	15.0%	0.0%
Domestic Small Blend						
Schwab Small Cap Index Fund®	20.0%	15.0%	10.0%	5.0%	0.0%	0.0%
International						
Schwab International Index Fund®	25.0%	20.0%	15.0%	10.0%	5.0%	0.0%
Bonds						
Vanguard Total Bond Market Index Fund	0.0%	15.0%	28.0%	44.0%	44.0%	36.0%
Schwab® Treasury Inflation Protected Securities Index Fund	0.0%	0.0%	6.0%	6.0%	6.0%	4.0%
Money Market Fund						
Schwab Value Advantage Money Fund®	5.0%	5.0%	5.0%	10.0%	30.0%	60.0%
Total	100%	100%	100%	100%	100%	100%

An investment in a money market fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Yields will fluctuate, and 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.

- ¹ Historically, small-cap stocks have been more volatile than the stocks of larger, more established companies.
- ² Investing in international investments may involve special risks, including foreign taxation, currency risks, risks associated with possible differences in financial standards, and other monetary and political risks associated with future political and economic developments. Investing in emerging markets may accentuate these risks.
- ³ Use of derivatives may involve certain costs and risks such as liquidity risk, interest rate risk, market risk, credit risk and management risk. Portfolios investing in derivatives could lose more than the principal amount invested in those instruments.
- ⁴ The value of portfolios that utilize bonds will be susceptible to loss of principal with increases in interest rates.
- ⁵ Investments in mortgage securities are subject to prepayment risks, which may result in greater share price volatility.
- ⁶ As index funds, the funds seek to track the performance of their comparative index but may at times diverge from index returns.

There is no guarantee that the investment portfolios will achieve their investment objectives. The value of your Schwab 529 Plan account will vary, and a gain or loss may occur when you withdraw money from your account. **If you are not a Kansas taxpayer, 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.** Accounts established under the Schwab 529 Plan and their earnings are neither insured nor guaranteed by the state of Kansas, the Kansas State Treasurer, American Century Investments® or Charles Schwab & Co., Inc.

Mutual funds are sold through prospectus only. No offer is being made of any of the funds discussed in this Guide or pursuant to this plan. American Beacon Funds are distributed by Foreside Fund Services, LLC. American Century Funds are distributed by American Century Investment Services, Inc. Baron Funds are distributed by Baron Capital, Inc. Metropolitan West Funds are distributed by Foreside Distributors, Inc. PIMCO Funds are distributed by PIMCO Investments, LLC. Schwab Funds® and the Laudus MarketMasters Funds® are distributed by Charles Schwab & Co., Inc. Vanguard Funds are distributed by Vanguard Marketing Corporation.

The table below shows the age-based portfolios and the corresponding age brackets for both the actively managed and index options. After your beneficiary reaches a new age bracket, your assets will be transferred into the corresponding portfolio as shown below. The transfers occur generally on the fifth day of each month. Example: Your beneficiary is age 7 and born in February. If you select the Aggressive Risk Track, your account will be invested in the Aggressive Portfolio when you open your account. On March 5, after your beneficiary turns 9, your assets will be transferred to the Moderately Aggressive Portfolio, and so on. If the fifth falls on a

weekend or holiday, the transfer will occur on or about the following business day.

Please call if you would like more information regarding the schedule of 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.

These transfers are not considered your one allowable portfolio change per year.

Age-Based Tracks									
Years of Funding (based on current age of beneficiary)	10 Years or More		7-9 Years		4-6 Years		1-3 Years		After College Starts
Age of Child	8 Years Old or Younger		9-11 Years Old		12-14 Years Old		15-17 Years Old		18 Years Old or Older
Risk Track									
Aggressive	Aggressive	→	Moderately Aggressive	→	Moderate	→	Moderately Conservative	→	Short-Term
Moderately Aggressive	Moderately Aggressive	→	Moderately Aggressive	→	Moderate	→	Conservative	→	Short-Term
Moderate	Moderate	→	Moderately Conservative	→	Moderately Conservative	→	Conservative	→	Short-Term
Moderately Conservative	Moderately Conservative	→	Moderately Conservative	→	Moderately Conservative	→	Conservative	→	Short-Term

RIGHT TO CHANGE INVESTMENT GUIDELINES

The Program Administrator and American Century Investment Management, Inc., have agreed to the investment guidelines that are detailed in this guide.

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, 2016.

DESCRIPTIONS OF UNDERLYING MUTUAL FUNDS

The Schwab 529 Plan portfolios invest in a variety of 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, 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. You may request prospectuses for the funds held by the portfolios by calling Schwab at 1-800-435-4000.

Fund	Objective	Investment Strategy	Risk Factors
American Century Funds			
American Century Growth Fund	Growth seeks long-term capital growth.	The fund invests in large growing companies that are demonstrating business improvement.	Aggressive—Returns will fluctuate with market and economic conditions.
American Century Value Fund	Value seeks long-term capital growth, with income as a secondary objective.	The fund seeks to invest in companies of all sizes that are believed to be undervalued.	Moderate—High return potential with corresponding higher risk of 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 Small Cap Value Fund	Small Cap Value seeks long-term capital growth. Income is a secondary objective.	Under normal market conditions, the fund invests at least 80% of its assets in companies with a market capitalization no larger than that of the largest company in the S&P Small Cap 600® Index or the Russell 2000® Index. Managers seek companies whose stock prices may not adequately reflect the companies' value and hold them until they reach a level that more accurately reflects the fair value.	Aggressive—Smaller-sized companies may present greater opportunities for capital appreciation, but also may involve greater risks than larger companies. As a result, the value of stocks issued by smaller companies may go up and down more than stocks of larger issuers.
American Century Equity Growth Fund	Equity Growth seeks long-term capital growth by investing in common stocks.	The fund stock-selection process utilizes quantitative management techniques, drawing heavily on computer modeling technology, combining value and growth characteristics. The fund targets stocks that management believes will have higher overall return potential than the S&P 500®. The fund typically invests in larger-sized companies, although it may own stocks in smaller companies.	Moderate—Moderate return potential with moderate price fluctuation.
American Century International Growth Fund	International Growth seeks capital growth.	The fund invests primarily in securities of companies located in at least three developed countries worldwide (excluding the United States). Under normal market conditions, the fund identifies foreign companies with accelerating earnings and revenues.	Aggressive—High return potential with corresponding high price fluctuation. Foreign investing, especially in emerging markets, involves special risks, including currency fluctuations, economic instability and political developments.
American Century International Bond Fund	International Bond seeks high total return.	The fund 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 higher risk of price fluctuation. International investing involves special risk considerations. These include economic and political conditions, expected inflation rates and currency swings.
American Century Ginnie Mae Fund	Ginnie Mae seeks high current income, while maintaining liquidity and safety of principal by investing in GNMA certificates.	The fund invests at least 80% of its assets in securities issued by the Government National Mortgage Association and may also invest in other U.S. government agency securities.	Conservative—Low return potential with low price fluctuation.
American Century Short Duration Inflation Protection Bond Fund	Short Duration Inflation Protection Bond seeks total return with inflation protection.	The fund invests at least 80% of its assets in inflation-linked debt securities. While the fund invests primarily in domestic securities, it has the flexibility to leverage foreign inflation-linked debt and high-yield securities to potentially enhance total return.	Moderate—Returns will fluctuate with market and economic conditions. This fund's investments in fixed income securities are subject to the risks associated with debt securities including credit, liquidity, and interest rate risk. Interest payments on inflation-protected debt securities will fluctuate as the principal and/or interest is adjusted for inflation and can be unpredictable.

Fund	Objective	Investment Strategy	Risk Factors
Schwab Funds®			
Schwab Core Equity Fund™	Core Equity seeks long-term capital growth.	The fund invests in a variety of large-cap U.S. stocks. Stocks in the top 70% of the capitalization of the U.S. equity market are defined as large-cap. The blend style is assigned to funds where neither growth nor value characteristics predominate.	Moderate—Moderate return potential with moderate price fluctuation.
Schwab Value Advantage Money Fund®	Value Advantage seeks current income and stability of capital.	The fund invests in high-quality, short-term money market investments. In choosing securities, the fund's manager seeks to maximize current income within the limits of the fund's credit, maturity, and diversification policies.	Conservative—Low return potential with low price fluctuation. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Yields will fluctuate, and 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.
Schwab S&P 500 Index Fund	S&P 500 Index Fund seeks to track the total return of the S&P 500® Index.	The fund generally invests at least 80% of its net assets in stocks that are included in the S&P 500 Index. It generally gives the same weight to a given stock as the index does. The fund may invest in derivatives, principally futures contracts, and may lend its securities to minimize the gap in performance that naturally exists between any index fund and its corresponding index.	Moderate—Returns will fluctuate with market and economic conditions. Subject to risk that the fund may not track the index.
Schwab Small Cap Index Fund®	Small Cap Index seeks to track the performance of a benchmark index that measures the total return of small-capitalization U.S. stocks.	The fund generally invests at least 80% of its net assets in stocks that are included in the Russell 2000® Index. It generally gives the same weight to a given stock as the index does. The fund may invest in derivatives, principally futures contracts, and may lend its securities to minimize the gap in performance that naturally exists between any index fund and its corresponding index.	Moderate to Aggressive—Smaller-sized companies may present greater opportunities for capital appreciation but may also involve greater risks than larger companies. Subject to risk that the fund may not track the index.
Schwab International Index Fund®	International Index seeks to track the performance of a benchmark index that measures the total return of large, publicly traded non-U.S. companies from countries with developed equity markets outside of the U.S.	The fund generally invests at least 80% of its net assets in stocks that are included in the MSCI EAFE® Index. It may invest in derivatives, principally futures contracts, and may lend its securities to minimize the gap in performance that naturally exists between any index fund and its corresponding index.	Moderate to Aggressive—Higher return potential with corresponding higher risk of price fluctuation. International investing involves special risk considerations. Subject to risk that the fund may not track the index.
Schwab® Treasury Inflation Protected Securities Index Fund	Treasury Inflation Protected Securities Index seeks to track as closely as possible, before fees and expenses, the price and yield performance of the Barclays U.S. Treasury Inflation Protected Securities (TIPS) Index (Series-L) SM	The fund generally invests at least 90% of its net assets in securities included in the Barclays U.S. TIPS Index (Series L). The index includes all publicly issued U.S. TIPS that have at least one year remaining to maturity, are rated investment grade, and have \$250 million or more in outstanding face value.	Conservative to Moderate—Returns will fluctuate with market and economic conditions. Subject to interest rate, income, credit, and call risk. Also subject to risk that the fund may not track the index.
Laudus Funds®			
Laudus International MarketMasters Fund™	International MarketMasters seeks long-term capital appreciation by using a multi-manager strategy.	The fund normally invests a substantial amount of its assets in equity securities of companies outside the U.S. The fund expects to invest in companies across market capitalization ranges. The fund typically focuses on developed markets but may invest in companies from emerging markets as well.	Aggressive—High return potential with corresponding high price fluctuation. There are risks associated with investing in foreign companies, such as erratic market conditions, economic and political instability and fluctuations in currency and exchange rates. Investing in emerging markets accentuates these risks.
PIMCO Funds			
PIMCO Total Return Fund	Total Return seeks maximum total return, consistent with preservation of capital and prudent investment management.	The fund seeks to achieve its investment objective by investing under normal circumstances at least 65% of its total assets in a diversified portfolio of fixed income instruments of varying maturities, which may be represented by forwards or derivatives such as options, futures, contracts, or swap agreements.	Moderate—Moderate return potential with moderate price fluctuation.

DESCRIPTIONS OF UNDERLYING MUTUAL FUNDS

The Schwab 529 Plan portfolios invest in a variety of 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, 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. You may request prospectuses for the funds held by the portfolios by calling Schwab at 1-800-435-4000.

Fund	Objective	Investment Strategy	Risk Factors
Baron Funds®			
Baron Growth Fund	Growth seeks capital appreciation through long-term investments primarily in the securities of small-growth companies.	The fund invests primarily in common stocks of smaller-growth companies selected for their capital appreciation potential. A small-sized company is defined as having a market value of under \$2.5 billion at the time of purchase.	Aggressive—Smaller-sized companies may present greater opportunities for capital appreciation, but also may involve greater risks than larger companies. As a result, the value of stocks issued by smaller companies may go up and down more often than stocks of larger issues.
American Beacon Funds			
American Beacon Large Cap Value Fund	Large Cap Value is a multi-manager fund that seeks long-term capital appreciation and current income primarily through investment in large-market-capitalization U.S. stocks.	Ordinarily, at least 80% of the fund's net assets are invested in equity securities of large-market-capitalization U.S. companies. These companies generally have market capitalizations similar to the market capitalization of the companies in the Russell 1000® Index at the time of investment.	Moderate—Moderate return potential with moderate price fluctuation.
Metropolitan West Fund			
Metropolitan West Total Return Bond Fund	Total Return Bond seeks to maximize long-term total return.	The fund invests in a diversified portfolio of fixed-income securities of varying maturities issued by domestic and foreign corporations and governments with a portfolio duration of two to eight years.	Moderate—Moderate return potential with moderate price fluctuation.
Vanguard Funds			
Vanguard Total Bond Market Index Institutional Fund	Total Bond Market Index seeks to track the performance of a broad, market-weighted bond index.	The fund employs an indexing investment approach designed to track the performance of the Barclays 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.

PART 2

Schwab 529 College Savings Plan 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 any 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. In the event the Custodian of an UGMA/UTMA account dies, the designated Successor Custodian shall manage the account until such time as the applicable state’s UGMA/UTMA statute requires them to turn control of the assets over to the minor Account Owner. If no such Successor Custodian was designated, the applicable state’s UGMA/UTMA statute will determine who, if

anyone, may assume the role of Successor Custodian. Evidence satisfactory to the Program Manager of the death or disability of such persons 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 completed withdrawal request, 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, and 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, 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 a 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 a 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. In the event a minor Account Owner dies, the Responsible Individual may designate a new Account Owner. In the event a minor Account Owner dies on an Account held under an UGMA/UTMA form of ownership, the assets held in the Account are considered an asset of the minor's Estate and shall be distributed upon the directive of the Estate's personal representative. 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, and their officers, agents, employees, affiliates, successors and assigns from and against any and all liability, loss, damage or expense, including attorneys' 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, facsimile 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 is 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

Supplement to the Schwab 529 Guide and Participation Agreement

Supplement dated July 1, 2014 • Guide and Participation Agreement dated July 1, 2013

The following updates have been made to the *Schwab 529 College Savings Plan Guide and Participation Agreement* (Guide). If you'd like to receive a copy of the Guide or obtain recent performance information, please visit schwab.com/529 or contact Schwab at 1-888-903-3863.

In the Overview of the Schwab 529 Plan section under Benefits of the Schwab 529 Plan, the fourth bullet has been updated to reflect the new contribution limit of \$345,000. Additional references to this have been updated throughout the Guide, as appropriate.

All references to Upromise Investment Advisors, LLC have been replaced with Ascensus Investment Advisors, LLC ("Ascensus College Savings").

In the Overview of the Investment Options section under Portfolio Managers, G. David MacEwen was added.

The following portfolio manager serves as chairman of the firm's Asset Allocation Committee, which is responsible for reviewing portfolio performance and approving strategic investment policy decisions for the asset allocation products.

G. David MacEwen, Co-Chief Investment Officer and Senior Vice President, serves as a member of the Asset Allocation Committee and became chairman of the Committee in 2013.

As part of the investment review process for the Schwab 529 Plan, the following change was recommended by the Program Manager and approved by the Program Administrator.

The Schwab Core Equity Fund™ has been replaced with the JPMorgan Disciplined Equity Fund. This change has been reflected throughout the Guide, as appropriate.

In the Overview of Investment Options section, under Investment Strategy, "J.P. Morgan Mutual Funds" is added to the last sentence in the first paragraph, as well as other references, as appropriate.

In the Fees and Expenses section, the Fee Table for the Actively Managed Portfolios has been updated:

Actively Managed Portfolios	Underlying Fund Expense ¹	Program Management Fee	Total Program Fee
Aggressive	1.14%	0.20%	1.34%
Moderately Aggressive	1.08%	0.20%	1.28%
Moderate	1.00%	0.20%	1.20%
Moderately Conservative	0.89%	0.20%	1.09%
Conservative	0.69%	0.20%	0.89%
Short-Term	0.45%	0.20%	0.65%
Money Market	0.21%	0.20%	0.41%

¹For 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. Such expense ratios are then multiplied by the portfolio's expected underlying holdings as of July 1, 2014. The actual underlying fund expenses of a portfolio may vary from those shown in this table.

In the Fees and Expenses section, the Approximate Cost of a \$10,000 Investment table for the Actively Managed Portfolios has been updated:

Approximate Cost of a \$10,000 Investment. The following tables compare the approximate costs of investing in different types of portfolios within the Schwab 529 Plan over different time periods. Actual costs may be higher or lower.

Actively Managed Portfolios	1 Year	3 Years	5 Years	10 Years
Aggressive	\$137	\$425	\$735	\$1,612
Moderately Aggressive	\$131	\$407	\$703	\$1,545
Moderate	\$123	\$382	\$660	\$1,454
Moderately Conservative	\$111	\$347	\$602	\$1,329
Conservative	\$91	\$284	\$494	\$1,096
Short-Term	\$67	\$208	\$363	\$811
Money Market	\$42	\$132	\$230	\$518

In the Underlying Holdings of Schwab 529 Actively Managed Portfolios section, the Schwab Core Equity Fund™ has been replaced with the JPMorgan Disciplined Equity Fund. The allocations to this fund remain the same.

In the Selecting Your Investment Option section, “J.P. Morgan Funds are distributed by JPMorgan Distribution Services, Inc.” is added to the last paragraph following the footnotes to the Underlying Holdings of Schwab 529 Index Portfolios chart.

In the Descriptions of Underlying Mutual Funds, the following has been updated:

Schwab Core Equity Fund has been removed.

The JPMorgan Disciplined Equity Fund has been added:

Fund	Objective	Investment Strategy	Risk Factors
JPMorgan Disciplined Equity Fund	Disciplined Equity seeks high total return from a broadly diversified portfolio of equity securities with risk characteristics similar to the S&P 500 Index.	The fund invests primarily in a broadly diversified portfolio of large and mid-cap U.S. companies. Offers the benefits of active investment management while maintaining a risk profile similar to that of the S&P 500 Index. Manager ranks stocks within each industrial sector according to relative value and seeks to purchase stocks that are undervalued.	Moderate–High return potential with corresponding high price fluctuation. Returns will fluctuate with market and economic conditions. The Fund may invest in derivatives which may be riskier than other types of investments. Subject to risk that the fund may not track the index.



Administered by Kansas State Treasurer Ron Estes
 Managed by American Century Investment Management, Inc.
 American Century Investment Services, Inc., Distributor and Underwriter