

**Washington State**  
ABLE SAVINGS PLAN



# Plan Disclosure

Sponsor:

Governing Board of the Washington  
Achieving a Better Life Experience Program

June 20, 2018

Plan website: [www.WashingtonStateABLE.com](http://www.WashingtonStateABLE.com)

Customer Service Center: 1-844-600-2253 or 1-844-888-2253 (TTY)



Amounts invested under the Washington State ABLE Savings Plan (the "Plan") are not guaranteed or insured by the State of Washington, the Governing Board of the Washington Achieving a Better Life Experience Program, the Plan, or any other state agency or subdivision of the State of Washington, or any state official. In addition, the Plan is not guaranteed or insured by any federal agency, including the FDIC, except to the extent described in this Plan Disclosure in the case of the Cash Option. Investment returns will vary depending upon the performance of the Portfolio option(s) selected in your ABLE account. You could lose money by investing in an ABLE account.

The securities described in this Plan Disclosure are not registered with or in any way approved by the Securities and Exchange Commission or by any state securities commission.

The Plan Disclosure and the Participation Agreement together constitute the full disclosure relating to the Plan. The Plan Disclosure and the Participation Agreement are intended to provide a description of the Plan and disclosure of the terms and conditions of an investment in the Plan. Please read the Plan Disclosure and the Participation Agreement carefully and retain them for your records.

The Plan Disclosure and the Participation Agreement were created to support the marketing of the Plan and not intended to constitute, nor do they constitute, investment, legal, or tax advice.

The plan is intended for Beneficiaries who are residents of Washington State. Non-resident Beneficiaries are encouraged to consider "ABLE for ALL", which can be found at <http://www.ableforall.com>.

## Plan Disclosure

Before you open an account in the Washington State ABLE Savings Plan (the “Plan”) and before you make any investments in the Plan, you should carefully read and understand this Plan Disclosure. The Plan Disclosure contains important information about the Plan, including, among other information, eligibility for opening an ABLE account; the risks of investing in the Plan; certain limitations and restrictions that will apply to your use of the money in the Plan; the tax treatment of contributions, earnings, and distributions from an ABLE account; and the fees you will pay for having an ABLE account in the Plan.

The information in this Plan Disclosure has been provided by the Governing Board of the Washington Achieving a Better Life Experience Program (the “Board”) and other sources believed to be reliable. SUNDAY Administration, LLC (the “Plan Manager”) has provided only the information about the Plan Manager and its affiliates included in this Plan Disclosure, and is not responsible for, and does not guarantee, the accuracy or completeness of any other information in this Plan Disclosure. Based on the Plan Manager’s limited role herein, any recourse under the Plan, this Plan Disclosure, or the Participation Agreement is limited to the Board. The information in this Plan Disclosure is believed to be accurate as of the date of this Plan Disclosure but is subject to change in the future, and this Plan Disclosure speaks only as of its date. No one is authorized to provide information that is different from the information in this Plan Disclosure and any Supplements to this Plan Disclosure that may be issued in the future.

No broker, dealer, salesperson, or any other person has been authorized by the Board, the Plan Manager, Sellwood Consulting, LLC (the “Investment Advisor”), or the Plan to give any information or to make any representations other than those contained in this Plan Disclosure and, if given or made, such other information or representations must not be relied upon as having been authorized by the Board, the Plan Manager, the Investment Advisor, or the Plan.

## Tax Consequences and Impact on Means-Tested Benefits

The Plan has been developed pursuant to Section 529A of the Internal Revenue Code of 1986, as amended (“Section 529A”). ABLE accounts established under the Plan are intended to be used for the Qualified Disability Expenses of a particular eligible Beneficiary. ABLE accounts are not intended to be used for, nor should they be used by, any taxpayer for the purpose of evading federal or state income taxes or any tax penalties. This Plan Disclosure does not address the potential effects on Beneficiaries of the tax laws or laws relating to state benefits of any state other than the State of Washington. **You should consult a qualified tax advisor about how federal tax laws, Washington state tax laws, or the tax laws of your state of residence apply to your circumstances. You should consult a qualified special needs or benefits planner about how federal laws relating to means-tested benefits, Washington state laws relating to means-tested benefits, or the laws of your state of residence apply to your circumstances.** Federal and state laws or regulations are subject to change and could affect the tax treatment of your ABLE account and how the balances and withdrawals from your ABLE account are treated for purposes of your eligibility for federal or state means-tested benefits.

Before investing in an ABLE plan, you should consider whether your home state offers an ABLE plan that provides its residents or taxpayers with favorable state tax and other benefits that are only available through investments in your home state's ABLE plan. State-based benefits are one of many appropriately weighted factors to be considered when making an investment decision.

NONE OF THE BOARD, OR THE PLAN, OR ANY OF THEIR AGENTS OR CONTRACTORS, MAKE ANY REPRESENTATION ABOUT THE SUITABILITY OF THE INVESTMENT OPTIONS DESCRIBED IN THIS PLAN DISCLOSURE FOR ANY PARTICULAR BENEFICIARY. OTHER TYPES OF INVESTMENTS OR OTHER SAVINGS OPTIONS MAY BE MORE APPROPRIATE FOR A BENEFICIARY DEPENDING UPON HIS OR HER PERSONAL CIRCUMSTANCES. EVERY BENEFICIARY AND HIS OR HER AUTHORIZED LEGAL REPRESENTATIVE SHOULD CONSULT HIS OR HER OWN TAX, FINANCIAL, SPECIAL NEEDS, OR BENEFITS ADVISOR FOR MORE INFORMATION.

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# Introduction to the Plan

## The ABLE Act

The Stephen Beck, Jr., Achieving a Better Life Experience Act of 2014 (the “ABLE Act”) provides certain individuals with disabilities a means to save for disability-related expenses. Section 529A of the Internal Revenue Code of 1986 as amended (“Code”), which is part of the ABLE Act, allows the creation of a “qualified ABLE program” by a state (or agency or instrumentality thereof) under which an Achieving a Better Life Experience (“ABLE”) account may be established for an individual with a disability who is the Beneficiary and owner of that account.

## The Plan

The Plan is established pursuant to the ABLE Act and the Washington Achieving a Better Life Experience Act (“The Washington Act”). The Plan is designed to be a “qualified ABLE program”, which status permits a Beneficiary of an ABLE account established under the Plan to make tax-free withdrawals to pay for Qualified Disability Expenses under certain circumstances (see “Tax Considerations” below). This status also permits amounts in an ABLE account up to \$100,000 to be disregarded for purposes of determining the Beneficiary’s eligibility to receive benefits under the federal Supplemental Security Income program (“SSI”), and all amounts in an ABLE account to be disregarded in determining the Beneficiary’s eligibility to receive benefits under any other federal means-tested program. An ABLE account may be used for the long-term benefit and/or short-term needs of the Beneficiary. Investments in the Plan are designed to be in addition to benefits otherwise available to the Beneficiary of an ABLE account, whether through private sources, employment, public programs, or otherwise.

## Beneficiary Under the Plan

Subject to the terms and conditions in this Plan Disclosure, the Participation Agreement, and the enrollment process, a person is entitled to open an ABLE account in the Plan if the person is an eligible individual under Section 529A of the Code. An individual is eligible for a taxable year if, during that year, either the individual is entitled to benefits based on blindness or disability under Title II or XVI of the Social Security Act, or a

disability certification meeting specified requirements is deemed filed with the Secretary of the United States Treasury. In all cases, the blindness or disability must have occurred before the date on which the individual attained age 26. A person who meets all these requirements is known as an “Eligible Individual”.

To participate in the Plan, the Beneficiary must be a resident of the State of Washington.

## Authorized Legal Representative

If the Beneficiary is not able to exercise signature authority over his or her ABLE account or chooses to establish an ABLE account but not exercise signature authority, an Authorized Legal Representative may act on the Beneficiary’s behalf with respect to the account. Subject to any further guidance by the Internal Revenue Service (“IRS”), the Authorized Legal Representative may be a person granted a Power of Attorney to act as the Beneficiary’s agent in establishing the ABLE account and making investment decisions for the Beneficiary (“Power of Attorney”), or, if there is no person with a Power of Attorney, a parent or legal guardian of the Beneficiary. The Authorized Legal Representative may neither have, nor acquire, any beneficial interest in the ABLE account during the Beneficiary’s lifetime and must administer the ABLE account for the benefit of the Beneficiary. Whenever an action is required to be taken by a Beneficiary in connection with an ABLE account, and an Authorized Legal Representative has been named, the action must be taken by the Beneficiary’s Authorized Legal Representative acting in that capacity.

## The Plan and the Trust

The Plan was created by the Washington Act. The Plan is designed to help people save for the costs of Qualified Disability Expenses. The Plan is administered by the Board and all plan assets are held in trust pursuant to the Washington Act in the custody of the State Treasurer of Washington. The Board consists of the State Treasurer of Washington or a designee, the Program Director for the Committee on Advanced Tuition Payment, the Director of the Office of Financial Management or a designee, and four other members appointed

## Introduction to the Plan (continued)

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by the State Governor. All assets of the Plan are held in a Statutory Trust.

### Plan Governance

Federal law, the Washington Act, applicable federal and state regulations, this Plan Disclosure, and the Participation Agreement govern the terms of your ABLÉ account. Any amendments to applicable federal or state law or regulations, the Plan Disclosure, or the Participation Agreement will amend the terms of your ABLÉ account when such amendments become effective.

### Plan Manager

Sunday provides administrative and record-keeping services to the Plan under the direction of the Board. Sunday and the Board have entered into a contract (the "Management Agreement") under which Sunday and its subcontractors, including its affiliated companies, The Bank of New York Mellon and BNY Investment Management Services LLC, provide services to the Plan. For additional information, see "The Plan Manager" under "Service Providers" below.

### Investment Advisor

Sellwood Consulting, LLC is the investment advisor (the "Investment Advisor") for the Plan. Sellwood Consulting, LLC is a registered investment adviser under the Investment Advisers Act. The Investment Advisor will provide investment management advisory and related services to the Board for the Plan, which shall include recommending the underlying investments for each of the Plan's Portfolio Options and monitoring of the Portfolio Options in accordance with an Investment Policy Statement approved by the Board.

### Please Read this Plan Disclosure

Before you open an ABLÉ account and before you make any contributions to the Plan, you should carefully read and understand this Plan Disclosure, and the Participation Agreement. These documents include important information about the Plan, including, among other information, the risks of investing in the Plan, certain limitations and restrictions that will apply to your use of the money in the Plan, tax treatment of

contributions, earnings, and distributions, and the fees you will pay for having an ABLÉ account.

### Portfolio Options

The Plan includes several Portfolio Options, including one designed for savings (the "Cash Option") and three designed for investment (the "Investment Options"). When you open an ABLÉ account, you select the Portfolio Option(s) to which contributions to your ABLÉ account are allocated. You may direct that 100% of the contributions to your ABLÉ account be placed in the Cash Option or in one of the Investment Options, or you may direct that contributions to your ABLÉ account be allocated among the Cash Option and one of the Investment Options in the percentages you select, as long as the amount allocated to the selected Investment Option is at least 10% of each contribution. You can change the Target Allocations of your ABLÉ account between the Cash Option and the selected Investment Option at any time, provided that the aggregate number of times you change such Target Allocations and/or change the Investment Option for your ABLÉ account occurs no more than two times per calendar year. Your ABLÉ account may not be invested in more than one Investment Option at any time.

### Cash Option

The Cash Option is designed to protect the principal contributed to your ABLÉ account. The Cash Option deposits 100% of its funds into an account with The Bank of New York Mellon (the "Bank"). See "Cash Option" and "FDIC Insurance" below.

### The Investment Options

There are three different Investment Options:

#### ABLE Conservative Investment Option

The ABLÉ Conservative Investment Option seeks to provide current income and some growth by investing in a portfolio of mutual funds intended to produce an overall investment exposure of approximately 20% equities and 80% fixed income. Overall, there's a smaller amount of risk and limited appreciation potential compared to the other Investment Options. This investment option is designed for a shorter investment period.

### **ABLE Moderate Investment Option**

The ABLE Moderate Investment Option seeks to provide a combination of growth and current income by investing in a portfolio of mutual funds intended to produce an overall investment exposure of approximately 50% equities and 50% fixed income. Overall, there's a medium level of risk and potential investment return (or loss) as compared to the other Investment Options. This investment option is designed for a medium investment period.

### **ABLE Aggressive Investment Option**

The ABLE Aggressive Investment Option seeks to provide the potential to grow by investing in a portfolio of mutual funds intended to produce an overall investment exposure of approximately 84% global public stocks and 16% bonds. Overall, there's a higher level of risk and potential for investment return (or loss)

as compared to the other Investment Options. This investment option is designed for a longer investment period.

### **Fees and Expenses**

Annualized investment costs on assets per Investment Option range from 0.30% for the Cash Option to 0.3702%, depending on which Investment Option you select. The Plan also charges an annual Account Maintenance Fee of \$35. For a limited time, the Board has declared that it will waive the annual Account Maintenance Fee for any Washingtonian Beneficiary who opens an ABLE account through the Plan and remains a Washington resident for the period ending June 30, 2019. There are also additional fees for certain types of activity-based transaction such as choosing to receive paper statements rather than electronic delivery of such statements.

## Key Features of the Plan

This section provides summary information about certain key features of the Plan, but it is important that you read the entire Plan Disclosure for more detailed information about the Plan. Any other materials or online information you may have received about the Plan are not intended to serve as a substitute for the more complete description of the Plan provided in this Plan Disclosure. Capitalized terms used in this section are defined in “Important Definitions” or elsewhere in this Plan Disclosure.

Feature	Description	Additional Info
State Sponsor	Governing Board of the Washington Achieving a Better Life Experience Program.	Oversight of the Plan, page 51
Washington State ABLE Statutory Trust	The trust created by the Washington Act to hold the Plan’s assets, which is the issuer of the interests offered under this Plan Disclosure.	Oversight of the Plan, page 51
Plan Manager	The Plan Manager of the Plan, currently Sunday Administration, LLC.	Service Providers to the Plan, page 51
Investment Advisor	The Investment Advisor for the Plan, currently Sellwood Consulting, LLC.	Service Providers to the Plan, page 51
Custodian	The custodian for the Plan’s assets, currently The Bank of New York Mellon.	Service Providers to the Plan, page 51
Beneficiary or Eligible Individual	An “eligible individual” under Section 529A. An individual is an Eligible Individual for a taxable year if, during that year, either the individual is entitled to benefits based on blindness or disability under Title II (Social Security Disability Insurance) or Title XVI (Supplemental Security Income) of the Social Security Act, or a disability certification meeting specified requirements is deemed filed with the Secretary. In all cases, the blindness or disability must have occurred before the date on which the individual attained age 26.	Getting Started, page 25
Residency of Beneficiary	To participate in the Washington State ABLE Savings Plan, the Beneficiary must be a resident of Washington.	Getting Started, page 25
Minimum Initial Contribution	\$25 per ABLE account.	Contributing to Your ABLE Account, page 28

## Key Features of the Plan (continued)

Feature	Description	Additional Info
Minimum Subsequent Contributions	\$10 per ABLÉ account.	Contributing to Your ABLÉ Account, page 28
Annual Contribution Limit	The Annual Contribution Limit is currently \$15,000 per year per ABLÉ account. Contributions over the Annual Contribution Limit (with the exception of ABLÉ to Work contributions) will be returned to the contributor, if possible. The limit may increase from time to time. You will be notified of any increase. Earnings on an ABLÉ account do not count toward the Annual Contribution Limit.	Contributing to Your ABLÉ Account, page 28
Maximum Account Balance Limit	The Maximum Account Balance Limit of your ABLÉ account can not exceed \$500,000. ABLÉ accounts that have reached the Maximum Account Balance Limit cannot continue to accept contributions. This limit may change over time. You will be notified of any increase or change to the Maximum Account Balance Limit.	Contributing to Your ABLÉ Account, page 28
SSI Account Balance Exclusion Limit	Balances in the ABLÉ account of \$100,000 or less are disregarded for purposes of determinations of the Beneficiary's eligibility for benefits under the SSI program. The portion of any ABLÉ account balance that exceeds \$100,000 is taken into account for purposes of determinations of the Beneficiary's eligibility for SSI benefits.	Treatment of ABLÉ Accounts for Purposes of Means-Tested Federal Programs, page 34
Qualified Withdrawal	Qualified Withdrawals are withdrawals you take to pay for Qualified Disability Expenses.	Using Your ABLÉ Account, page 31; Tax Considerations, page 47
Non-Qualified Withdrawal	Non-Qualified Withdrawals are withdrawals used for any expense that is not a Qualified Disability Expense. The earnings portion of Non-Qualified Withdrawals will be subject to income tax, and the Additional 10% Tax on earnings, unless an exception applies.	Using Your ABLÉ Account, page 31; Tax Considerations, page 47

## Key Features of the Plan (continued)

Feature	Description	Additional Info
Rollover	<p>There are two types of Rollovers:</p> <ol style="list-style-type: none"> <li> <p><b>1. ABLE to ABLE Rollover</b>                      A tax-free Rollover of funds into an ABLE account or from another qualified ABLE plan may be made as described herein if the Beneficiary of the recipient account is the same Beneficiary or a Sibling of the Beneficiary — as defined by this ABLE Plan — who is an Eligible Individual.</p> </li> <li> <p><b>2. College 529 Account to ABLE Rollover</b>                      A tax-free Rollover of funds into an ABLE account from a qualified College 529 plan may be made as described herein if the Beneficiary of the recipient account is the same Beneficiary or a member of the family of the prior Beneficiary — as defined by the College 529 Plan — who is an Eligible Individual.</p> </li> </ol> <p>It is important to note that College to ABLE rollovers are treated by the plan as contributions for the purpose of calculating the Annual Contribution Limit. Therefore, the maximum College to ABLE rollover amount is currently \$15,000 LESS the Standard Contributions made to the ABLE account for the current tax year excluding ABLE to Work contributions. Unless Congress acts to change the law, the ability to make College 529 to ABLE rollovers and ABLE to Work contributions will expire after December 31, 2025.</p>	Using Your ABLE Account, page 31; Tax Considerations, page 47

## Key Features of the Plan (continued)

Feature	Description	Additional Info
Portfolio Options	The Plan allows contributions to your ABLE account to be invested in a Cash Option and/or in one of three different Investment Options.	Portfolio Options, page 37
Cash Option	The Cash Option is designed as a savings vehicle that is intended to protect your principal investment. The Cash Option deposits 100% of its funds into an FDIC-insured account with The Bank of New York Mellon.	Cash Option, page 37; FDIC Insurance, page 37

## Key Features of the Plan (continued)

Feature	Description	Additional Info
Investment Options	<p>The Plan offers three different Investment Options with different investment strategies and different degrees of investment risk and potential reward.</p> <p>The <b>ABLE Conservative Investment Option</b> has an investment strategy that emphasizes preservation of invested assets, rather than appreciation of those assets. The Trust portfolio established for the ABLE Conservative Investment Option invests in various mutual funds intended to produce an overall investment exposure of approximately 20% equities and 80% fixed income.</p> <p>The <b>ABLE Moderate Investment Option</b> has an investment strategy that emphasizes balance of both risk and return potential. The Trust portfolio established for the ABLE Moderate Investment Option invests in various mutual funds intended to produce an overall investment exposure of approximately 50% equities and 50% fixed income.</p> <p>The <b>ABLE Aggressive Investment Option</b> has an investment strategy that emphasizes appreciation of invested assets, and accordingly has higher risk and return potential than the other Investment Options. The Trust portfolio established for the ABLE Aggressive Investment Option invests in various mutual funds intended to produce an overall investment exposure of approximately 84% equities and 16% fixed income.</p>	Investment Options, page 38; Risks of Investing in the Plan, page 44



## Key Features of the Plan (continued)

Feature	Description	Additional Info
Transfers Among Portfolio Options	<p>You may change the Portfolio Option(s) used in your ABLE account and your Target Allocation between Portfolio Options twice per calendar year. However, at any time your ABLE account can only be invested in the Cash Option and/or one Investment Option. Your ABLE account may not be invested in more than one Investment Option at any time.</p>	Using Your ABLE Account, page 31
Federal Tax Treatment	<p>There is no federal income tax on Qualified Withdrawals.</p> <p>For federal gift and estate tax purposes, contributions from third parties are generally considered completed gifts to the Beneficiary.</p> <p>Contributions are subject to the annual federal gift tax exclusion.</p>	Tax Considerations, page 47
Washington State Tax Benefits	<p>Earnings on contributions of participants are exempt from state income taxation.</p> <p>There is no Washington state income tax on Qualified Withdrawals or Rollovers.</p>	Tax Considerations, page 47

## Key Features of the Plan (continued)

Feature	Description	Additional Info
<p>Current Fees and Expenses</p>	<p>Your ABLÉ account will be charged an annual Account Maintenance Fee of \$35.00. For a limited time, the Board has declared that it will waive the annual Account Maintenance Fee for any Washingtonian Beneficiary who opens an ABLÉ account through the Plan and remains a Washington resident for the period ending June 30, 2019.</p> <p>Annualized investment costs on assets per Investment Option range from 0.30% for the Cash Option to 0.3702%, depending on which Investment Option you select.</p> <p>There are additional fees for certain types of activity-based transactions. For example, if you choose to make a Rollover out of the Plan or if you choose to receive paper statements, an additional fee will be assessed to your ABLÉ account.</p>	<p>Cost of Your ABLÉ Account, page 41</p>
<p>Performance</p>	<p>As it becomes available, current performance information will be posted on the Plan's website at <a href="http://www.WashingtonStateABLE.com">www.WashingtonStateABLE.com</a>. Past performance is not necessarily indicative of future results. Your investment results may be better or worse than the performance shown.</p>	<p>Performance, page 40</p>

## Key Features of the Plan (continued)

Feature	Description	Additional Info
<p>Risks of Investing in the Plan</p>	<p>Amounts invested under the Washington State ABLÉ Savings Plan (the "Plan") are not guaranteed or insured by the State of Washington, the Governing Board of the Washington Achieving a Better Life Experience Program, the Plan, or any other state agency or subdivision of the State of Washington, or any state official. In addition, the Plan is not guaranteed or insured by any federal agency, including the FDIC, except to the extent described in this Plan Disclosure in the case of the Cash Option. Investment returns will vary depending upon the performance of the Portfolio option(s) selected in your ABLÉ account. You could lose money by investing in an ABLÉ account.</p> <p>With respect to the Investment Options, the value of your ABLÉ account may decrease. You could lose money, including the principal you invest.</p> <p>Non-Qualified Withdrawals from the Plan may adversely affect a Beneficiary's eligibility for federal means-tested benefits such as SSI and Medicaid.</p> <p>ABLÉ account balances in excess of \$100,000 may adversely affect a Beneficiary's eligibility for SSI benefits.</p> <p>If you are no longer considered to be an Eligible Individual, expenses incurred at a time when you are not an Eligible Individual will not be considered Qualified Disability Expenses.</p> <p>Federal or state tax law changes or changes in federal or state law regarding treatment of ABLÉ account balances and distributions for purposes of eligibility for benefits could negatively affect participation in the Plan.</p>	<p>Introduction to the Plan, page 9; Portfolio Options, page 37; FDIC Insurance, page 37; Risks of Investing in the Plan, page 44</p>

## Key Features of the Plan (continued)

Feature	Description	Additional Info
Certain Additional Risks of Investing in the Plan	<p>Certain changes may be made to the Plan that could make it less favorable to investors, including an increase in existing fees and expenses and/or the addition of new fees and expenses.</p> <p>The Board may change the Plan Manager, the Investment Advisor and the Investment Options.</p>	Risks of Investing in the Plan, page 44
Electronic Delivery	You have the option of receiving all your Plan documents electronically. Electronic delivery will eliminate the \$10 additional annual fee for printing and mailing paper documents.	Cost of Your Account, page 41
Gifting	<p>Gifts may be made by third parties via two channels:</p> <p>1. Paper Form Download and complete a paper gifting form, attach a check for the gift amount and mail to the Plan Manager. The form can be found at <a href="http://washingtonstateable.com/forms/">http://washingtonstateable.com/forms/</a>. There is no fee for gifts made using a paper form.</p> <p>2. E-Gift Online gifting can be performed if the Authorized Legal Representative or the Beneficiary creates an online gifting page for the account. Third parties can then contribute via the E-Gifting link. Fees may be assessed for E-Gifting.</p>	How You Can Contribute to Your ABLE Account, page 28

## Important Definitions

This Plan Disclosure is intended to be as clear and understandable as possible. However, certain words and terms used throughout this Plan Disclosure do carry special meanings. This glossary of certain terms is included here for your easy reference. Refer to the text throughout the Plan Disclosure for a more complete discussion of these terms.

Term	Definition
ABLE account	An account in the Plan opened to receive contributions and to provide funds for Qualified Disability Expenses.
ABLE to Work Contributions	<p>If a Beneficiary is earning wages from employment, they can contribute an amount equal to the current year gross income up to \$12,060 (as of 2018) in addition to the Yearly Contribution Limit of \$15,000. This contribution will be identified as an ABLE to Work Contribution.</p> <p>If the Beneficiary or their employer is contributing to a defined contribution plan (401K), annuity plan (403(b)), or deferred compensation.</p>
Additional 10% Tax	A 10% additional federal tax imposed on the earnings portion of certain Non-Qualified Withdrawals.
Authorized Legal Representative	If the Beneficiary is not able to exercise signature authority over his or her ABLE account, or chooses to establish an ABLE account but not exercise signature authority, an Authorized Legal Representative may act on the Beneficiary's behalf with respect to the ABLE account. The Authorized Legal Representative may be a person granted a Power of Attorney by the Beneficiary or, if the Beneficiary has not granted a Power of Attorney, may be a parent or legal guardian of the Beneficiary. The Authorized Legal Representative may neither have, nor acquire, any beneficial interest in the ABLE account during the Beneficiary's lifetime and must administer the account solely for the benefit of the Beneficiary. Whenever an action is required to be taken by a Beneficiary in connection with an ABLE account, and an Authorized Legal Representative has been named, the action must be taken by the Beneficiary's Authorized Legal Representative acting in that capacity.
Bank	The Bank of New York Mellon.
Beneficiary or You	You, the Beneficiary of the ABLE account, are the owner of the account. In order to be a Beneficiary, you must be an Eligible Individual.

## Important Definitions (continued)

Term	Definition
Board	The Governing Board of the Washington Achieving a Better Life Experience Program.
Cash Option	The Portfolio Option designed for the savings portion of amounts contributed to an ABLE account. Amounts contributed to the Cash Option are deposited by the Trust in a bank account with the Bank.
Code	The Internal Revenue Code of 1986, as amended.
Eligible Individual	An individual is an Eligible Individual for a taxable year if, during that year, either (1) the individual is entitled to benefits based on blindness or disability under Title II (SSDI) or XVI (SSI) of the Social Security Act, or (2) a disability certification meeting specified requirements is deemed filed with the Secretary. In all cases, the blindness or disability must have occurred before the date on which the individual attained age 26.
Good Order	Good Order means we have received your contribution and you have filled out all the correct information necessary to enroll in the Plan or to instruct the Plan to take an action on your behalf, such as to make a contribution or a withdrawal.
Investment Options	The three Portfolio Options designed for investment purposes. The Investment Options include the ABLE Conservative Investment Option, the ABLE Moderate Investment Option, and the ABLE Aggressive Investment Option.
IRS	Internal Revenue Service
Management Agreement	The Management Agreement between the Board and the Plan Manager.
Mutual Funds/Funds	The mutual funds serving as underlying investments for the Investment Options.
Non-Qualified Withdrawal	Any withdrawal from your ABLE account not used to pay your Qualified Disability Expenses. Note that expenses will not be Qualified Disability Expenses if they are incurred at a time when a Beneficiary is not an Eligible Individual.
Participation Agreement	The agreement between you and the Board, <a href="http://www.WashingtonStateABLE.com/participation-agreement">www.WashingtonStateABLE.com/participation-agreement</a> , that governs your use of the Plan and is enforceable by the Board and included with this Plan Disclosure.
Plan	The Washington ABL Savings Plan.
Plan Manager	Sumday, or any successor thereto.

## Important Definitions (continued)

Term	Definition
Portfolio Options	The choices you have within the Plan for the saving or investment of contributions to your ABLÉ account. The Portfolio Options include the Cash Option and the three Investment Options.
Proposed Tax Regulations	Proposed U.S. Treasury Department IRS Rulemaking on Section 529A Qualified ABLÉ Programs.
Qualified Disability Expenses	<p>Any expenses that (1) are incurred at a time when the Beneficiary is an Eligible Individual, (2) relate to the blindness or disability of the Beneficiary, and (3) are for the benefit of the Beneficiary in maintaining or improving his or her health, independence, or quality of life. Such expenses include, but are not limited to, expenses related to the Beneficiary's education, housing, transportation, employment training and support, assistive technology and personal support services, health, prevention and wellness, financial management and administrative services, legal fees, expenses for oversight and monitoring, funeral and burial expenses, and other expenses that may be identified from time to time by the IRS.</p> <p>Under current IRS guidance, Qualified Disability Expenses includes basic living expenses and are not limited to expenses for items for which there is a medical necessity or which provide no benefits to others in addition to the benefit to the Beneficiary.</p>
Qualified Withdrawal	Any withdrawal used to pay for Qualified Disability Expenses.
Secretary	The United States Secretary of the Treasury.
Sibling of the Beneficiary	A sibling of the Beneficiary, whether by blood or by adoption. A Sibling of the Beneficiary includes a brother, sister, stepbrother, stepsister, half-brother, and half-sister.
SSDI	The Social Security Disability Insurance program under Title II of the Social Security Act.
SSI	The Supplemental Security Income program under Title XVI of the Social Security Act.
Standard Contribution	Any contribution that is not identified as an ABLÉ to Work Contribution. Standard Contributions are counted against the Annual Account Limit.
Sunday	Sunday Administration, LLC.

## Important Definitions (continued)

Term	Definition
Target Allocation	<p>When the Portfolio Options selected for an ABLÉ account include both the Cash Option and an Investment Option, the Target Allocation is the targeted allocation, by percentage of the aggregate dollar value of the Units held in the ABLÉ account, that the Beneficiary or Authorized Legal Representative has selected for the Cash Option and the Investment Option, respectively. For example, a Target Allocation could be 30% to the Cash Option and 70% to an Investment Option. The actual percentage of the aggregate dollar value of the Units held in the ABLÉ account represented by Units of the Cash Option and Units of the Investment Option may differ at any given time from the Target Allocation due to, for example, investment gains or losses in the Investment Option occurring after the Target Allocation was established. The Target Allocation is taken into account by the Plan in allocating contributions to an ABLÉ account and withdrawals from an ABLÉ account between the Cash Option and the applicable Investment Option. A change to the Target Allocation will impact BOTH any current investment balances as well as all future contributions.</p>
Unit	<p>Units of participation in a Portfolio Option that are credited to your ABLÉ account upon a contribution or deducted from your ABLÉ account upon a withdrawal.</p>
Washington Act	<p>The Washington Achieving a Better Life Experience Act.</p>





## Getting Started

This section discusses who is eligible to open an ABLÉ account in the Plan and how to do it. The Plan is designed to be established and maintained online in order to maximize efficiency and customer service.

### Eligibility to Open an ABLÉ Account

In order to open an ABLÉ account, the Beneficiary must be an Eligible Individual under Section 529A. An individual is an Eligible Individual for a taxable year if, during that year, either the individual is entitled to SSDI or SSI benefits based on blindness or disability under Title II or XVI of the Social Security Act (“Social Security Act Eligibility”), or a disability certification meeting specified requirements is made under penalties of perjury (“Diagnosis-Based Eligibility”). In all cases, the blindness or disability must have occurred before the date on which the individual attained age 26.

### One Account Rule

No Beneficiary may have more than one ABLÉ account in existence at the same time (the “One Account Rule”). A prior ABLÉ account that has been closed does not prohibit the subsequent creation of another ABLÉ account for the same Beneficiary. As part of the enrollment process, the Beneficiary will be required to certify under penalties of perjury that he or she has no other ABLÉ account. If a Beneficiary has more than one ABLÉ account open at the same time (other than in the case of a 60-day transition period for Rollovers), the later-opened account(s) will not be treated as an ABLÉ account under Section 529A and will not be eligible for the benefits of ABLÉ accounts. For example, monies contributed to a second or subsequent ABLÉ account will not be disregarded for determining eligibility under federal means-tested programs, such as SSI, and could result in the imposition of federal taxes and penalties. See “Tax Considerations” below for more information.

### Social Security Act Eligibility Certification Requirements

If an individual seeks to open an ABLÉ account based on Social Security Act Eligibility, the Proposed Tax Regulations provide that the qualified ABLÉ program may determine the evidence required to establish the

individual’s eligibility. The Plan currently requires that an individual who claims Social Security Act Eligibility must certify under penalties of perjury that he or she is entitled in the then current year to receive SSI or SSDI benefits, as applicable. For more information about benefits based on blindness or disability under Title II or XVI of the Social Security Act, please see <https://www.ssa.gov/disability/professionals/bluebook/general-info.htm> or contact your local Social Security Field Office.

The individual must also certify that the disability or blindness occurred before the individual attained age 26.

### Diagnosis-Based Eligibility Certification Requirements

If an individual asserts Diagnosis-Based Eligibility to open an ABLÉ account, the Plan, based on the Proposed Tax Regulations and guidance from the U.S. Treasury Department, currently requires that the individual certify under penalties of perjury that: (1) he or she has a medically determinable physical or mental impairment which results in marked or severe functional limitations (within the meaning of the Social Security Act) and which (i) can be expected to result in death or (ii) has lasted or can be expected to last for a continuous period of not less than 12 months; or (2) he or she is blind (within the meaning of the Social Security Act).

The individual must also certify that the disability or blindness occurred before the individual attained age 26.

The Plan further requires that the individual certify under penalties of perjury that he or she has received a written diagnosis relating to the disability from a “licensed physician” (as defined in Section 1861(r) of the Social Security Act, 42 U.S.C. 1395x(r)). The individual must also agree to retain and provide a copy of the physician’s written diagnosis and related information

to the Plan upon request. If the Beneficiary fails to provide the requested information within 30 days of any request, the Plan reserves the right to reject further contributions to the Plan Account until the requested information is provided.

### Eligibility Requirements are Subject to Federal Law and May Change

Eligibility requirements are based on a good faith interpretation of federal law and regulations and are subject to change at any time. None of the Plan, the Plan Manager, the Investment Advisor, the Custodian, or their authorized agents or representatives will have any responsibility or liability for an individual's failure (or their Authorized Legal Representative's failure) to establish eligibility to open an ABLÉ account or maintain eligibility to continue to make contributions to or withdrawals for Qualified Disability Expenses from an ABLÉ account.

### Opening Your ABLÉ Account

To open an ABLÉ account, you must first complete and submit an application (the "Application"). The Application, the Participation Agreement, and this Plan Disclosure govern the terms of your ABLÉ account. The Application requires you to provide the Plan with certain information, including your eligibility to open an ABLÉ account, the Portfolio Option(s) you would like to invest contributions in, your name, address, date of birth, Social Security Number, and other information that will allow the Plan to identify you. Until you provide the information needed, the Plan will not be able to open your ABLÉ account or allow you to contribute to the Plan.

You may complete and submit the Application online on the Plan's website at [www.WashingtonStateABLE.com](http://www.WashingtonStateABLE.com). You may also obtain an Enrollment Form through the Plan's website, download it and mail the completed Form to the Plan. See "Cost of Your Account" for a summary of fees and expenses charged in connection with your ABLÉ account.

### Choosing Portfolio Options

The Board has established multiple Portfolio Options for the Plan. To complete your Application, you must select the Portfolio Option(s) to which your contributions will be allocated. You may select the Cash Option and/or one of the Investment Options. See "Portfolio Options" for summaries of the Cash Option and Investment Options offered under the Plan. If you select the Cash Option and an Investment Option, you must also select the Target Allocation of your ABLÉ account between the Cash Option and the Investment Option. The minimum percentage of each contribution that can be allocated to an Investment Option is 10%.

After you have completed an Application, you may change your Portfolio Option election(s) by:

- Changing the Target Allocation between the Cash Option and an Investment Option from the Target Allocation you previously selected, subject, together with transfers to another Investment Option, to the twice-yearly limits; this will change the percentage allocations of the amounts in your ABLÉ account at the time of such change as well as the percentage allocation between the Cash Option and an Investment Option of future contributions to and withdrawals from your ABLÉ account; or
- Transferring funds in your ABLÉ account, subject, together with changes in your ABLÉ account's Target Allocation between the Cash Option and an Investment Option, to the twice-yearly limits, to another Investment Option, provided that after such transfer all amounts in your ABLÉ account will be invested under a single Investment Option and, if you have so selected, the Cash Option.

See "Transfers Among Portfolio Options" under "Using Your Account" for more information.

If you choose to change your Portfolio Option selections or change your allocations, you may do so online.

## Getting Started (continued)

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If you choose to stop or change your automatic contribution plan, you may do so online. You may also obtain a Change Investment Option Form through the Plan's website, download it and mail the completed Form to the Plan to make these changes.

### Federal Income Tax Benefits

Investment earnings on your contributions accumulate on a tax-deferred basis while in an ABLE account. Qualified Withdrawals are exempt from federal income tax if they are used to pay for the Beneficiary's Qualified Disability Expenses. Qualified Disability Expenses are any expenses that (1) are incurred at a time when the Beneficiary is an Eligible Individual, (2) relate to the blindness or disability of the Beneficiary, and (3) are for the benefit of the Beneficiary in maintaining or improving his or her health, independence, or quality of life. Such expenses include, but are not limited to, expenses related to the Beneficiary's education, housing, transportation, employment training and support, assistive technology and personal support services, health, prevention and wellness, financial management and administrative services, legal fees, expenses for oversight and monitoring, funeral and burial expenses, and other expenses that may be identified from time to time by the IRS.

Under current IRS guidance, Qualified Disability Expenses include basic living expenses and are not limited to expenses for items for which there is a medical necessity or which provide no benefits to others in addition to the benefit to the Beneficiary.

For example, expenses for common items such as smart phones could be considered Qualified Disability Expenses if they are an effective and safe communication or navigation aid for a child with autism or other disabilities.

The Plan Disclosure does not address the potential effects on Beneficiaries of the tax laws of any state other than Washington. You should consult a qualified tax advisor about how federal tax laws, Washington state tax laws, or the laws of your state of residence apply to your circumstances.

### Changes in Eligibility

A Beneficiary has an obligation to promptly notify the Plan of any change in his or her status as an Eligible Individual. There may be circumstances in which a Beneficiary ceases to be an Eligible Individual but then later regains his or her status as an Eligible Individual. An example would be if a disease that causes a disability goes into remission but later reemerges. Therefore, if at any time a Beneficiary no longer meets the definition of an Eligible Individual, his or her account will remain an ABLE account to which all of the provisions of Section 529A continue to apply. However, under the Proposed Tax Regulations, beginning on the first day of the taxable year following the taxable year in which the Beneficiary ceased to be an Eligible Individual, no additional contribution to the ABLE account may be accepted by the Plan. If the Beneficiary subsequently again becomes an Eligible Individual, then additional contributions may be accepted subject to the Annual Contribution Limit and the Maximum Account Balance Limit.

For example, if the Beneficiary is no longer an Eligible Individual as of September 10 of a year, beginning on January 1 of the following year no additional contributions to the ABLE account will be accepted. However, if on June 3 of that same year the Beneficiary regains his or her eligibility and provides the required certifications to the Plan, additional contributions will be accepted. Please note that expenses will not be Qualified Disability Expenses if they are incurred at a time when the Beneficiary is not an Eligible Individual.

# Contributing to Your ABLE Account

## Who Can Contribute

Any individual (including your friends and family), corporation, trust, or other legal entity may make a contribution to your ABLE account. However, any contribution to an ABLE account may have gift or other tax consequences to the contributor. The Beneficiary is the owner of the ABLE account. Contributions by third parties (i.e., anyone other than the Beneficiary) will become the property of the Beneficiary.

## Minimum Contributions

The minimum initial contribution amount is \$25 per ABLE account. The minimum subsequent contribution amount is \$10 per ABLE account.

## How You Can Contribute to Your ABLE Account

Your ability to contribute to your ABLE account is limited to the following methods: (1) by check (excluding starter and cashier's checks); (2) through an automatic contribution plan; (3) by electronic funds transfer ("EFT") from a linked bank account; or (4) through a Rollover from another qualified ABLE program; or (5) including a rollover from a college 529 plan account. See "Using Your Account" below for more information about Rollovers.

- Checks should be made payable to "Washington State ABLE Savings Plan." Contributions by check must be drawn on a banking institution located in the United States in U.S. dollars. For further clarification on acceptable methods of payment, please call the Plan customer service number.
- You can contribute through an automatic contribution plan. Changes can be made to your automatic contribution plan online on the Plan website or with a paper form you may obtain by downloading from the Plan website or calling the customer service number.
- EFTs allow you to make contributions from your linked bank account over the internet on the Plan website. Please call the Plan customer service number for further clarification.
- You may contribute to the Plan through a Rollover by completing the appropriate section of the Application and the applicable rollover account form.
- Gifts may be made by third parties via two channels:
  1. Paper Forms with a check or
  2. Online via your bank account or a debit card.

To make a paper contribution simply download the gift form from the ABLE website and attach a check. To make an online gift you must be invited to make the contribution by the account owner. Fees may be assessed for online gifting.

## Annual Contribution Limit

The Plan's Annual Contribution Limit is currently \$15,000, excluding contributions from a Beneficiary's income. In addition to the Annual Contribution Limit (i.e. \$15,000 for 2018), a working Beneficiary would be allowed to contribute an additional amount (an ABLE to Work Contribution) up to the lesser of: (1) the Beneficiary's compensation for the taxable year; or (2) an amount equal to the Federal Poverty Level for a one person household as determined for the preceding calendar year of the tax year in which contributions are made (\$12,060 for contributions made in 2018). If the Beneficiary or their employer is contributing to a defined contribution plan (401K), annuity plan (403(b)), or deferred compensation plan (457(b)) this calendar year, the Beneficiary is not eligible to make ABLE to Work Contributions.

## Attempted Contributions Over the Annual Contribution Limit

The Plan Manager will not knowingly accept attempted contributions that would cause your ABLE account to exceed the Annual Contribution Limit ("Excess Contributions"). In the event that an Excess Contribution is inadvertently accepted by the Plan, the Plan Manager will make a good-faith effort to return the Excess Contribution, plus any earnings on the Excess Contribution

less any amounts attributable to market losses suffered between the date of the Excess Contribution and the date of refund, to the contributor.

If you identify any excess contributions you must request a return of the contributions from the Plan Manager on or before the day prescribed by law (including extensions of time) for filing tax returns for the taxable year in which the contribution was made.

Excess Contributions inadvertently applied to an ABLE account will be returned to the contributor on or before the due date (including extensions) of the Beneficiary's income tax return for the year in which the Excess Contributions were made will result in the imposition on the Beneficiary of a six-percent excise tax on the amount of Excess Contributions.

The account owner or contributor must timely request the return of any excess contributions in order to avoid the excise tax.

### **Maximum Account Balance Limit**

The Maximum Account Balance of your ABLE account cannot exceed \$500,000. ABLE accounts that have reached the Maximum Account Balance Limit may continue to accrue earnings but can not continue to accept contributions. This limit may change over time. You will be notified of any increase or change to the Maximum Account Balance Limit.

### **Attempted Contributions Over the Maximum Account Balance Limit**

The Plan Manager will not knowingly accept attempted contributions that would exceed the Maximum Account Balance Limit ("Excess Aggregate Contributions"). In the event that Excess Aggregate Contributions are inadvertently accepted by the Plan, the Plan will make a good-faith effort to return the Excess Aggregate Contributions, plus any earnings on the Excess Aggregate Contributions, to the contributor.

### **Unit Value**

Contributions to your ABLE account are applied to the purchase of Units of the Portfolio Option(s) you select. The Plan will process ABLE account transaction requests (e.g., contributions, withdrawals, and transfers) at the Unit value of the applicable Portfolio Option determined after the close of trading on the Business Day your ABLE account transaction request is received in Good Order by the Plan Manager. "Business Day" means a day that the New York Stock Exchange is open for regular trading. "Good Order" means we have received your contribution (the money you want to invest) and you have correctly filled out all the necessary information to enroll in the Plan or to instruct the Plan to take an action on your behalf (such as to make a contribution or a withdrawal). The Plan will process an ABLE account transaction request received in Good Order on a Business Day before the close of regular trading (usually 4:00 p.m. Eastern time) on the New York Stock Exchange ("NYSE") at the Unit value of the applicable Portfolio Option determined after the close of regular trading on the NYSE. The Plan will process an ABLE account transaction request received in Good Order on a Business Day after the close of regular trading on the NYSE or on a day when the NYSE is not open for trading at the Unit value of the applicable Portfolio Option determined after the close of regular trading on the NYSE on the next Business Day. The Plan will not process ABLE account transaction requests on holidays or other days when the NYSE is closed for any reason. The Plan also reserves the right to refrain from processing ABLE account transaction requests during any time when trading is restricted by the Securities and Exchange Commission ("SEC") or under any emergency circumstances.

The value of a Unit in each Portfolio Option is computed by dividing (1) a Portfolio Option's assets less any liabilities allocated to that Portfolio Option by (2) the number of outstanding Units of such Portfolio Option.

### Allocation of Contributions Between Cash Option and Investment Option

If an ABLE account includes funds in the Cash Option and funds in an Investment Option, a contribution will be allocated by the Plan by purchasing and crediting to the ABLE account Units of the Cash Option and Units of the applicable Investment Option in a proportion designed to bring the allocation of the ABLE account immediately following such contribution as close as possible to the Target Allocation then in effect for such ABLE account. This process is known as a “split-to-rebalance” transaction. In the example below, if the ABLE account’s holdings of the Investment Option are under-weighted relative to the Target Allocation, more Units of the Investment Option will be purchased than would be the case if the allocation of the contribution adhered strictly to the Target Allocation. Similarly, if the ABLE account’s holdings of the Investment Option are over-weighted relative to the Target Allocation, fewer Units of the Investment Option will be purchased than would be the case if the allocation of the contribution adhered strictly to the Target Allocation.

For example, assume that the Target Allocation of an ABLE account is 30% Cash Option and 70% Investment Option, and that at the time of a \$1,000 contribution,

the ABLE account balance is \$6,500 and the actual allocations in the ABLE account, due to investment gains in the Investment Option, are \$1,500 in the Cash Option (23%) and \$5,000 (77%) in the Investment Option. The balance after the \$1,000 contribution would be \$7,500, which under the Target Allocation would consist of \$2,250 in the Cash Option and \$5,250 in the Investment Option. Accordingly, the \$1,000 contribution would be processed by purchasing and crediting to the ABLE account \$750 in Units of the Cash Option and \$250 in Units of the Investment Option, to achieve that Target Allocation following the processing of the contribution.

The transaction amounts for the Investment Option and Cash Option in the example above are only sample amounts. For any contribution transaction, the actual transaction amounts will depend on the balance and Target Allocation of the ABLE account at the time the contribution is processed, the amount of the contribution, and the extent the positions in the Cash Option and Investment Option are over- or under-weighted relative to the Target Allocation. Contribution dollars are allocated to underweighted positions first. If there is still a portion of the contribution available after the Target Allocation is reached, the crediting of the contribution is completed according to the Target Allocation.

# Using Your ABLE Account

## Transfers Among Portfolio Options

You may move funds from your current Portfolio Option(s) to a newly selected Portfolio Option twice per calendar year (included in this twice per calendar year limit are changes to your ABLE account's Target Allocation between the Cash Option and an Investment Option). You may also move funds from one Portfolio Option to another upon a change in Beneficiary to an Eligible Individual who is a Sibling of the Beneficiary. In either case, at any time funds in an ABLE account may only be allocated to one Investment Option and, if so selected, the Cash Option.

## Withdrawals

Only you, as the Beneficiary, or, if one has been named, your Authorized Legal Representative, may direct withdrawals from your ABLE account. Withdrawals may only be made to you or for your benefit, except for Rollovers out of the Plan and returns of Excess Contributions or Excess Aggregate Contributions. You may complete and submit the Withdrawal online on the Plan's website at [www.WashingtonStateABLE.com](http://www.WashingtonStateABLE.com). You may also obtain an Withdrawal Form through the Plan's website, download it and mail the completed Form to the Plan or by calling the Customer Service number and requesting a Withdrawal Form. For a withdrawal request received in Good Order on a Business Day after the close of regular trading on the NYSE or on a day when the NYSE is not open for trading, the Unit value used to calculate the value of the withdrawal will be the Unit value of the applicable Portfolio Option determined after the close of regular trading on the NYSE on the next Business Day. See "Unit Value" under "Contributing to Your Account" above, for more information.

There are restrictions on the availability of funds for withdrawal:

- Contributions received from a Beneficiary or Authorized Legal Representative will be subject to a ten (10) Business Day holding period before the funds are available for withdrawal.
- Contributions made as a result of a gift from a third party will be subject to a twenty (20) Business Day holding period before the funds are available for withdrawal.
- A change in mailing address will result in a thirty (30) calendar day holding period before physical checks can be requested and mailed to the new address of record.
- A change in bank account will result in a thirty (30) calendar day holding period before Electronic Fund Transfers can be requested and sent to the new linked bank account.

## Allocation of Withdrawals Between Cash Option and Investment Option

If an ABLE account includes funds in the Cash Option and funds in an Investment Option, a withdrawal request will be funded by the Plan by redeeming Units of the Cash Option and Units of the applicable Investment Option in a proportion designed to bring the allocation of the ABLE account immediately following such withdrawal as close as possible to the Target Allocation then in effect for such ABLE account. This process is known as a "split-to-rebalance" transaction. In the example below, if the ABLE account's holdings of the Investment Option are under-weighted relative to the Target Allocation, fewer Units of the Investment Option will be liquidated than would be the case if the withdrawal adhered strictly to the Target Allocation. Similarly, if the ABLE account's holdings of the Investment Option are over-weighted relative to the Target Allocation, more Units of the Investment Option will be liquidated than would be the case if the withdrawal adhered strictly to the Target Allocation.

For example, assume that the Target Allocation of an ABLE account is 30% Cash Option and 70% Investment Option, and that at the time of a \$1,000 withdrawal request, the ABLE account balance is \$7,500 and the actual allocations in the ABLE account, due to investment gains in the Investment Option, are \$2,000 in the Cash Option (26.67%) and \$5,500 (73.33%) in the Investment

Option. The balance after the \$1,000 withdrawal would be \$6,500, which under the Target Allocation would consist of \$1,950 in the Cash Option and \$4,550 in the Investment Option. Accordingly, the \$1,000 withdrawal would be processed by liquidating \$50 in Units from the Cash Option and \$950 in Units of the Investment Option, to achieve that Target Allocation following the withdrawal.

The transaction amounts for the Investment Option and Cash Option in the example above are only sample amounts. For any withdrawal transaction, the actual transaction amounts will depend on the balance and Target Allocation of the ABLE account at the time the withdrawal is processed, the amount of the withdrawal, and the extent the positions in the Cash Option and Investment Option are over- or under-weighted relative to the Target Allocation. Withdrawal dollars are allocated to underweighted positions first. If there is still an amount to withdraw after the Target Allocation is reached, the withdrawal is completed according to the Target Allocation.

### Types of Withdrawals

Each withdrawal you make from your ABLE account will fall into one of the following categories:

1. Qualified Withdrawal
2. Non-Qualified Withdrawal
3. Rollover

### Qualified Withdrawal

A Qualified Withdrawal is a withdrawal from your ABLE account that is used to pay for any Qualified Disability Expenses of the Beneficiary. Qualified Disability Expenses are any expenses that (1) are incurred at a time when the Beneficiary is an Eligible Individual, (2) relate to the blindness or disability of the Beneficiary, and (3) are for the benefit of the Beneficiary in maintaining or improving his or her health, independence, or quality of life. Such expenses include, but are not limited to, expenses related to the Beneficiary's education, housing, transportation, employment training

and support, assistive technology and personal support services, health, prevention and wellness, financial management and administrative services, legal fees, expenses for oversight and monitoring, funeral and burial expenses, and other expenses that may be identified from time to time by the IRS. Under current IRS guidance, Qualified Disability Expenses include basic living expenses and are not limited to expenses for items for which there is a medical necessity or which provide no benefits to others in addition to the benefit to the Beneficiary.

### Non-Qualified Withdrawal

A Non-Qualified Withdrawal is any withdrawal that does not meet the requirements of being: (1) a Qualified Withdrawal; or (2) a Rollover. The earnings portion of a Non-Qualified Withdrawal is subject to federal income taxation and the Additional 10% Tax except in certain limited circumstances. See "Tax Considerations" below for more information. Information regarding the Washington income taxation of withdrawals from an ABLE account may be found in "Tax Considerations" below. The summary does not address the potential effects on Beneficiaries of the tax laws of any state other than Washington. You should consult a qualified tax advisor regarding how both state and federal tax laws may apply to your particular circumstances.

### Rollover

A Rollover ("Rollover") is a transfer of funds by any of the following methods:

- Direct Rollover – Rollover assets directly from a 529 college savings plan or another ABLE plan into an Washington ABLE account. In a direct rollover the movement of funds is coordinated by the 529 college savings plan or old ABLE plan manager and the Washington ABLE Plan Manager.
- Indirect Rollover – Deposit assets that have been withdrawn from a 529 college savings account or another ABLE plan into an Washington ABLE account. In an indirect rollover the movement of funds is coordinated by the account owner(s).



The sources of funds for Rollovers are described below:

### **ABLE to ABLE Rollover**

A tax-free Rollover of funds into an ABLE account from another qualified ABLE plan may be made as described herein if the Beneficiary of the recipient account is the same Beneficiary or a Sibling of the Beneficiary – as defined by this ABLE Plan – who is an Eligible Individual. Both a Direct and an Indirect Rollover can be initiated by completing the ABLE to ABLE Rollover Form and delivering the completed Form to the Washington ABLE Plan Manager.

### **College 529 Account to ABLE Rollover**

A tax-free Rollover of funds into an ABLE account from a qualified College 529 plan may be made as described herein if the Beneficiary of the recipient account is the same Beneficiary or a Member of the Family of the prior Beneficiary – as defined by the College 529 Plan – who is an Eligible Individual. There are separate Direct and an Indirect Rollover Forms for College 529 to ABLE Rollovers. A Rollover can be initiated by delivering the appropriate completed College 529 to ABLE Rollover Form to the Washington ABLE Plan Manager.

It is important to note that College to ABLE rollovers are treated by the Plan as contributions for the purpose of calculating the Annual Contribution Limit. Therefore, the maximum College to ABLE rollover amount is currently \$15,000 LESS the Standard Contributions made to the ABLE account for the current tax year. Excess contributions will be returned in their entirety.

In the case of an Indirect ABLE to ABLE Rollover, the ABLE account from which amounts were rolled, or taken from, must be closed as of the 60th day after the amount was distributed from the ABLE account in order for the account that received the Rollover to be treated as an ABLE account. If the account that receives the transfer is not treated as an ABLE account, the account will not be eligible for the benefits of

ABLE accounts. For example, the account will not be disregarded for determining eligibility under federal means-tested programs, such as SSI, and could result in the imposition of federal taxes and penalties. To avoid any potential disqualification of an ABLE account in the Plan, the Plan requires you to certify that the ABLE account from which a Rollover is being made into the Plan has been closed before the ABLE account in the Plan is opened.

A transfer of funds that does not meet the conditions stated above for Rollovers will constitute a Non-Qualified Withdrawal subject to federal tax on earnings and the Additional 10% Tax. In addition, a transfer to a person who is not a Sibling of the Beneficiary may subject the Beneficiary to federal gift and generation-skipping transfer (“GST”) tax.

The Plan Manager will treat the entire amount of a Rollover contribution from another qualified ABLE program as earnings in the ABLE account receiving the contribution unless the Plan Manager receives appropriate documentation showing the actual earnings portion of the Rollover contribution.

If you are attempting to contribute to the Plan via a Rollover, the qualified ABLE program from which you are transferring funds may restrict or prohibit such transfer or impose charges, so you should investigate this change thoroughly before requesting such a transfer.

### **Sibling of the Beneficiary**

A Sibling of the Beneficiary is any sibling of the Beneficiary, whether by blood or adoption. A Sibling of the Beneficiary includes a brother, sister, stepbrother, stepsister, half-brother, and half-sister.

### **Zero-Balance Accounts**

If an ABLE account has a zero balance for 12 months or more it may be closed. To reinstate a zero-balance account the Beneficiary or an Authorized Legal Representative must complete a new enrollment Application.

## Social Security and Medicaid Considerations

The Social Security Administration (“SSA”) has issued guidance on how it will treat ABLE accounts for purposes of determining eligibility under SSI. The description below is derived from publicly available sources and is only provided for informational purposes. It is not intended to be exhaustive and is subject to change at any time.

### Exclusions from Income

SSA will exclude from the income of the Beneficiary any of the following:

- Contributions to an ABLE account. This includes Rollovers from a Sibling of the Beneficiary’s ABLE account to an SSI recipient’s ABLE account. Note, however, that SSA will not deduct contributions from the countable income of the person who makes the contribution. The fact that a person uses his or her income to contribute to an ABLE account does not mean that income is not countable for SSI purposes. For example, a Beneficiary can have contributions automatically deducted from his or her paycheck and deposited into his or her own ABLE account. In this case, the income used to make the ABLE account contribution would still be included in the Beneficiary’s gross wages.
- Any earnings an ABLE account receives.
- Distributions from an ABLE account.

### Exclusions from Countable Resources

SSA will exclude from the Beneficiary’s countable resources a distribution from an ABLE account for Qualified Disability Expenses other than housing-related Qualified Disability Expenses. This exclusion applies for as long as:

- the Beneficiary maintains, makes contributions to, or receives distributions from the ABLE Account;
- the distribution is unspent; and
- the distribution is identifiable.

The exclusion applies even if the Beneficiary retains the distribution beyond the month in which he or she received the distribution. Example: Eric takes a distri-

bution of \$500 from his ABLE account in June 2017 to pay for a health-related Qualified Disability Expense. His health-related expense is not payable until September, so Eric deposits the distribution into his checking account in June. Eric maintains his ABLE account at all relevant times, and the distribution is both unspent and identifiable until Eric pays his health-related expense in September. The distribution is not income in June and SSA will exclude the \$500 from Eric’s countable resources in July, August, and September.

Note: SSA will apply normal SSI resource counting rules and exclusions to assets or other items purchased with funds from an ABLE account.

Example: Fred takes a distribution of \$1,500 from his ABLE account in September 2017 to buy a wheelchair, which is a Qualified Disability Expense. The wheelchair is an excluded resource in October and beyond, because it is an individual’s personal property required for a medical condition.

### Expenses Included as Countable Resources

SSA will count the following types of distributions from an ABLE account as countable resources, but only if the Beneficiary retains the distribution beyond the calendar month in which he or she received the distribution:

- Distributions for expenses that are not Qualified Disability Expenses; and
- Distributions for housing-related Qualified Disability Expenses.

Note: Remember, however, that if the amounts withdrawn from an ABLE account are spent within the same calendar month as they are received, then they will have no effect on SSI eligibility that month, even if they fall into the above categories.

Example A: Amy takes a distribution of \$500 from her ABLE account in May to pay her June rent. She deposits the \$500 into her checking account in May and withdraws \$500 in cash on June 3rd and pays her landlord. This distribution is a housing-related Qualified Disability Expense and part of her checking account balance as of the first of June, which makes it a countable resource by SSA for the month of June.

Example B: Jim takes a distribution of \$800 from his ABLE account in August to pay his August rent. He deposits the \$800 into his checking account on August 3rd, and then withdraws \$800 in cash on August 5th and pays his landlord. Although this distribution is a housing-related Qualified Disability Expense, it is not included as a countable resource for Jim because he received the distribution in August and also spent it in August.

### **ABLE Account Balances Over \$100,000 Not Excluded**

SSA will count the amount by which an ABLE Account balance exceeds \$100,000 as a countable resource of the Beneficiary.

Example: Jennifer has \$101,000 in her ABLE account. SSA includes \$1,000 as a countable resource of Jennifer's.

### **Suspension of SSI where Balance of ABLE Account Exceeds \$100,000 by a Certain Amount**

A special rule applies when the balance of an SSI recipient's ABLE account exceeds \$100,000 by an amount that causes the recipient to exceed the SSI resource limit, whether alone or in combination with other resources. When this happens, the recipient is put into a special SSI suspension period during which:

- SSA suspends the recipient's SSI benefits without time limit (as long as he or she remains otherwise eligible); i.e., the individual's eligibility for SSI does not terminate after 12 continuous months of suspension; and

- the recipient retains continued eligibility for Medical Assistance (Medicaid).

SSA will reinstate the recipient's regular SSI eligibility for any month in which the individual's ABLE account balance no longer causes the recipient to exceed the resource limit and he or she is otherwise eligible. As of the date of this Plan Disclosure, SSA is working on additional procedures related to this special suspension status.

Example: Paul is the designated Beneficiary of an ABLE account with a balance as of the first of the month of \$101,000. Paul's only other countable resource is a checking account with a balance of \$1,500. Paul's countable resources are \$2,500 and therefore exceed the SSI resource limit. However, since Paul's ABLE account balance is causing him to exceed the resource limit (i.e., his countable resources other than the ABLE account are less than \$2,000), Paul's SSI eligibility is suspended and his cash benefits stop, but he retains eligibility for Medicaid.

### **Medicaid**

Under Section 529A, following the death of the Beneficiary, any state may file a claim against the ABLE account itself for the amount of the total medical assistance paid for the Beneficiary under the state's Medicaid plan after the establishment of the account (or any ABLE account from which amounts were rolled to the ABLE account). The amount paid in satisfaction of such a claim is not a taxable distribution from the ABLE account. Further, the amount is to be paid to the claiming state only after the payment of all outstanding payments due for the Qualified Disability Expenses of the Beneficiary, which include burial and funeral expenses of the Beneficiary and is to be reduced by the amount of all premiums paid by or on behalf of the Beneficiary to a Medicaid Buy-In program under that state's Medicaid plan. Procedures for filing claims may vary from state to state. Authorized Legal Representatives and executors and administrators should consider seeking legal counsel on the applicability of, and any available exceptions to, Medicaid recapture under applicable state law and regulation.

## Social Security and Medicaid Considerations (continued)

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The Centers for Medicare & Medicaid Services have not yet provided detailed guidance on how ABLE account funds will be treated for purposes of determining Medicaid eligibility. Please consult with your state's Medicaid office for questions.



# Portfolio Options

## Overview

The Plan offers a Cash Option and three different Investment Options for you to invest in. Each Portfolio Option caters to a distinct set of investment objectives.

The Cash Option is invested in an account at the Bank. Each of the Investment Options is invested in several Mutual Funds. Summaries of the underlying Mutual Funds and the risks associated with investments in the Mutual Funds appear in Appendix I to this Plan Disclosure. Please note that an investment in an Investment Option in the Plan is not an investment in these underlying Mutual Funds, and that an investment in the Cash Option does not create a depositor relationship between the Beneficiary and the Bank.

You may allocate your contributions to one of the Portfolio Options, or you may choose to allocate your contributions among the Cash Option and one of the Investment Options. Although Beneficiaries may choose among these Portfolio Options, under federal law, Beneficiaries may not direct the investment of any Portfolio Option. Please be aware that you can transfer your ABLÉ account balances from your current Portfolio Option(s) to other Portfolio Options twice per calendar year or reallocate your ABLÉ account balances between the Cash Option and an Investment Option at any time by changing your Target Allocation; however, at any time an ABLÉ account can only invest in the Cash Option and/or one Investment Option. Amounts may also be transferred between Portfolio Options upon a change of Beneficiary to a Sibling of the Beneficiary who is an Eligible Individual. See “Getting Started” and “Using Your Account” above, for information about changing Portfolio Option elections.

Choosing a Portfolio Option for your ABLÉ account takes planning. You need to consider your savings goals and your spending needs, understand your investment objectives, and select Portfolio Options suitable to your investment needs. This section helps you to understand the types of Portfolio Options offered under the Plan, and the risks involved in investing in such Portfolio Options. Beneficiaries should periodically assess, and if

appropriate, adjust their investment choices with their time horizon, risk tolerance, and investment objectives in mind.

## Cash Option

The Cash Option allocates 100% of its assets to a demand deposit account established by the Trust at the Bank (the “Bank Account”).

## FDIC Insurance

The Federal Deposit Insurance Corporation has indicated in a Spring 2015 FDIC Consumer News Bulletin that contributions to and earnings on an FDIC-insured bank account held by a trust such as the Trust will be insured by the FDIC on a pass-through basis to each Beneficiary under existing or amended FDIC regulations, subject to applicable insurance limits and compliance with applicable record-keeping requirements. Accordingly, based on FDIC issued guidance, contributions to and earnings on the Cash Option are expected to be insured by the FDIC on a pass-through basis to each Beneficiary in the same manner as other deposits held by the Beneficiary at the Bank in the same ownership right and capacity. (For this purpose, accounts established by a custodian for a minor under UTMA or UGMA are aggregated for insurance purposes with all other accounts with the Bank held by the minor.) FDIC insurance generally protects up to \$250,000 of your deposits at the same bank in the same ownership right and capacity, so the portion of your ABLÉ account invested in the Cash Option, taken together with other deposits you hold in a single ownership basis at the Bank, are expected to be insured up to \$250,000.

For more information on FDIC insurance, visit [www.fdic.gov](http://www.fdic.gov). (See also “Investment Risks” below.)

## Interest Rates

Interest on the Bank Account will be credited by the Bank on the last business day of each month based on the average daily balance on deposit in the Bank Account during such month. The interest rate on the Bank Account will be a rate equal to 75% of the upper end of the Federal Funds target rate range established

## Portfolio Options (continued)

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by the Federal Reserve's Federal Open Market Committee ("FOMC"), less a 30 basis point Administrative Fee. The FOMC normally meets eight times a year and may also hold additional meetings and implement target rate range changes outside of its normal schedule. The Administrative Fee is subject to reduction if its application would cause a negative return on the Cash Option.

Units in the Cash Option will have a daily net asset value that includes interest accruals on the Bank Account and is net of the applicable Administrative Fee. If the interest rate on the Bank Account for any period is less than or equal to the Administrative Fee for such period, the net interest accrual on Units in the Cash Option for such period will be zero. If the interest rate on the Bank Account for any period is less than the Administrative Fee for such period, the Plan will waive the portion of the Administrative Fee that exceeds such interest rate so that the Administrative Fee shall not cause a negative return on amounts contributed to the Cash Option.

### Notice Regarding Withdrawals

All withdrawals will be processed by the Plan Manager on behalf of the Trust; Beneficiaries will not be able to withdraw Cash Option funds directly from the Bank.

### Investment Risks

With respect to any amount allocated to the Cash Option that is not insured by the FDIC, the Bank will be the sole party responsible for the repayment of the principal amount of such contributions and earnings thereon, even if the Bank goes into receivership or otherwise experiences insolvency. In the event the Bank exercises its right to close the Bank Account, the Plan may be required to transfer amounts invested in the Cash Option to another investment that may not be eligible for FDIC deposit insurance. Accordingly, there is no assurance that any FDIC deposit insurance applicable to your investments in the Cash Option will remain in effect for the duration of your participation in the Plan.

The money you contribute to the Cash Option, taken together with other deposits you have at the Bank, is expected to be insured up to FDIC limits and as described above under "Cash Option" and "FDIC Insurance" and therefore, is not expected to be subject to investment risk or loss to principal except as set forth herein. If the Bank is unable to pay all or part of any such amounts, then the FDIC may be obligated to pay the balance of that amount up to the limit previously described.

There is a risk that the Bank Account's interest rate, in the future, could decrease. There is no minimum guaranteed interest rate (floor) for the Bank Account. The fees charged by the Plan, taking into account the Account Maintenance Fee, may exceed the interest paid by the Bank.

### The Investment Options

The Plan offers three different Investment Options designed for different investment objectives and risk tolerances.

#### The ABLE Conservative Investment Option

The ABLE Conservative Investment Option seeks to provide current income and some growth by investing in a portfolio of mutual funds intended to produce an overall investment exposure of approximately 20% equities and 80% fixed income. Overall, there's a smaller amount of risk and limited appreciation potential compared to the other Investment Options. This investment option is designed for a shorter investment period.

See Appendix I for a more detailed summary of the Mutual Funds in which assets are invested under this Investment Option.

#### The ABLE Moderate Investment Option

The ABLE Moderate Investment Option seeks to provide a combination of growth and current income by investing in a portfolio of mutual funds intended to produce an overall investment exposure of approxi-

mately 50% equities and 50% fixed income. Overall, there's a medium level of risk and potential investment return (or loss) as compared to the other Investment Options. This investment option is designed for a medium investment period.

See Appendix I for a more detailed summary of the Mutual Funds in which assets are invested under this Investment Option.

### **The ABLE Aggressive Investment Option**

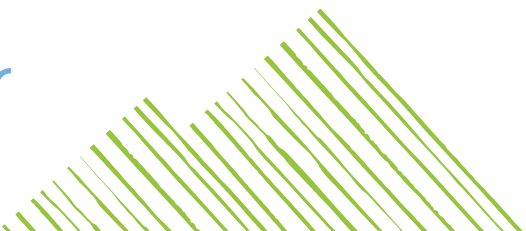
The ABLE Aggressive Investment Option seeks to provide the potential to grow by investing in a portfolio of mutual funds intended to produce an overall investment exposure of approximately 84% global public stocks and 16% bonds. Overall, there's a higher level of risk and potential for investment return (or loss) as compared to the other Investment Options. This investment option is designed for a longer investment period.

See Appendix I for a more detailed summary of the Mutual Funds in which assets are invested under this Investment Option.

### **Other Considerations**

The Board may add or remove Portfolio Options or change the investment allocations of, or the investments held by, any Investment Option at any time as well as change how and with which financial institution the allocations to the Cash Option are deposited.

These investment approaches are not recommendations and do not take into consideration your personal goals or preferences. After evaluating information you consider important in making an investment choice, the ultimate investment decision is up to you. You should consult with your tax or financial advisor for advice regarding your individual situation.



## Performance



Performance information for the Portfolio Options is not shown at this time because the Portfolio Options are new as of the date of this Plan Disclosure. Current performance information will be available on the Plan's website after the Portfolio Options have twelve months of performance information. When posted, performance information will be net of Annual Asset-Based Fees and the annual Account Maintenance Fee, but will not reflect the impact of any potential federal or state taxes for non-qualified withdrawals. The interest rate on the underlying Bank Account in the Cash Option may be obtained by calling the Plan's customer service number and the performance of the underlying Mutual Funds in an Investment Option may be obtained by visiting the applicable Mutual Fund's website.

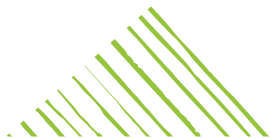
### **Past Performance No Guarantee of Future Results**

Past performance information for Portfolio Options (when available) and the underlying Bank Account or Mutual Funds are not indicative of the future performance of any particular Portfolio Option. Portfolio Option performance information represents past performance and is no guarantee of future results.

### **Investment Results of Your Portfolio Option Will Vary**

The investment results of any Portfolio Option for any period cannot be expected to be similar to its investment performance for any prior period. In addition, in view of the anticipated periodic determinations of investment allocations and selection of the under-

lying Mutual Funds for each Investment Option, the future investment results of any Investment Option cannot be expected, for any period, to be similar to the past performance of any other Investment Options or underlying Mutual Funds. Total returns and the principal value of investments in your ABLE account will fluctuate based on the interest rate on the underlying Bank Account in which the Cash Option is invested and/or the investment performance of the underlying Mutual Funds in which the Investment Options have been invested, so your investment may be worth more or less than its original value when you withdraw your money. Performance may be substantially affected over time by changes in the allocations among Mutual Funds and in the underlying Mutual Funds.





## Cost of Your ABLE Account

### Fees and Expenses

Except for the fees listed in this Section, there are currently no other fees, charges, or penalties imposed by or payable to the Plan in connection with opening or maintaining your ABLE account. The Board reserves the right to change the current fees, or to impose new or additional fees, expenses, charges, or penalties at any time in the future.

### Account Maintenance Fee

Your ABLE account will be charged an annual Account Maintenance Fee of \$35<sup>1</sup>. For a limited time, the Board has declared that it will waive the annual Account Maintenance Fee for any Washingtonian Beneficiary

who opens an ABLE account through the Plan and remains a Washington resident for the period ending June 30, 2019.

### Annual Asset-Based Fees

In addition to the annual Account Maintenance Fee, there are annual asset-based fees charged by the Plan (the “Administrative Fee”) and by the Mutual Funds underlying each Investment Option (the “Underlying Mutual Fund Expenses”). While these fees are not charged directly to your ABLE account, you do bear the cost indirectly as they are subtracted from the applicable Portfolio Option’s assets, which reduces the daily Unit value of the Portfolio Option. The annual asset-based fees are set forth in the tables below.

### Annual Asset-Based Fees

Portfolio Option	Estimated Underlying Mutual Fund Expenses <sup>2</sup>	Administrative Fees <sup>3</sup>	Total Annual Asset-Based Fees
Cash	N/A	0.30% <sup>4</sup>	0.30% <sup>4</sup>
ABLE Conservative	0.0538%	0.30%	0.3538%
ABLE Moderate	0.0630%	0.30%	0.3630%
ABLE Aggressive	0.0702%	0.30%	0.3702%

<sup>1</sup> The Plan Manager, Sunday, receives \$27; the Partner State, Oregon, receives \$3.00; and the Plan receives \$5.00 of the annualized Account Maintenance Fee. All Fees received by the Plan are used to offset expenses associated with administering the Washington State ABLE Savings Plan.

<sup>2</sup> The figures in this column are derived from publicly available information for the underlying Mutual Funds as of May 1st, 2018. Each Investment Option indirectly bears the underlying Mutual Funds’ expenses because when fees are deducted from an underlying Mutual Fund’s assets, the value of the underlying Mutual Fund’s shares is reduced. Actual underlying investment expenses may vary. You should refer to the Investment Cost Example for the total assumed investment cost over 1-, 3-, 5-, and 10-year periods.

<sup>3</sup> The Plan Manager, Sunday, receives 0.10%; the Partner State, Oregon, receives 0.10%; and the Plan receives 0.10% of the annualized Administrative Fee. All Fees received by the Plan are used to offset expenses associated with administering the Washington State ABLE Savings Plan.

<sup>4</sup> To the extent the interest rate on the Bank Account in which assets of the Cash Option are deposited is less during a particular period than the Administrative Fee, the Plan will waive the portion of the Administrative Fee that exceeds such interest rate for the applicable period, and the Total Annual Asset-Based Fees for the Cash Option will be reduced accordingly for the applicable period.

### Rollover

The Plan will charge a \$50 fee for Rollovers out of the Plan.

### E-Delivery Fee Waiver

The Plan Manager will charge \$10 as an annual print/mail fee. This fee will be waived for Beneficiaries who sign up for electronic delivery of all Plan documents. The print/mail fee will be withdrawn from ABLE accounts on a quarterly basis beginning with the quarter the ABLE account is established. You can opt out of this print/mail fee by signing up for electronic delivery of all Plan documents. If a Beneficiary switches from paper to electronic delivery after the ABLE account is established and maintains that election, no annual print/mail fee will be charged in the following year. Signing up for electronic delivery is as easy as going to the Plan

website at [www.WashingtonStateABLE.com](http://www.WashingtonStateABLE.com), logging into your ABLE account, and selecting electronic delivery. In addition to being a green alternative, e-delivery documents are in PDF format and may generally be word searched for convenient reference.

### Fees for Additional Services

The Plan Manager may debit your ABLE account for costs incurred in connection with failed contributions (e.g., returned checks, rejected automatic contribution plan payments, and rejected electronic funds transfers), or for additional services you request (e.g., overnight delivery, outgoing wires, reissue of disbursement checks, requests for historical statements, and Rollovers). The current fees for additional services are listed below.

Transaction	Fee
Rollovers (Transfers out of the Plan)	\$50
ACH Fail/Returned Checks	\$25
Paper Statement Delivery Fee	\$10 per year
Paper check disbursement	\$2.50 per disbursement
Overnight delivery	\$15
Outgoing wires	\$15
Re-issue of disbursement checks	\$15

## Investment Cost Example

The example in the following table is intended to help you compare the cost of investing in the different Portfolio Options over various periods of time. This example assumes that:

- You invest \$10,000 in your ABLE account for the time periods shown below on January 1st.
- You elected to have 100% of your account balance invested in a single portfolio option.
- Your investment has a 5% quarterly compounded return each year. Your actual return may be higher or lower.
- No withdrawals are reflected.
- Total annual asset-based fees remain the same as shown in the Fee Table above.
- A \$35 annual Account Maintenance Fee will be withdrawn from your ABLE account pro-rata at the end of each calendar quarter.
- The example does not consider the impact of any Rollover fee, print/mail fee, or fees for additional services.
- The example does not consider the impact of any potential state or federal taxes on the withdrawal.

Your actual costs may be higher or lower. Based on the above assumptions your costs can be found in the following chart.

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

Portfolio Option	1 Year	3 Years	5 Years	10 Years
Cash Option	\$65.87	\$201.79	\$343.71	\$728.81
ABLE Conservative Investment Option	\$71.40	\$219.06	\$373.70	\$795.48
ABLE Moderate Investment Option	\$72.35	\$222.01	\$378.82	\$806.84
ABLE Aggressive Investment Option	\$73.09	\$224.32	\$382.83	\$815.72

## Risks of Investing in the Plan

Prospective Beneficiaries should carefully consider, along with other matters referred to in this Plan Disclosure, the following risks of investing in the Plan.

### No Insurance or Guarantee

Neither investments in the Plan nor earnings, if any, from investments in the Plan are insured or guaranteed by the State of Washington, the Board, any other state agency or instrumentality, the Plan, the FDIC (except to the extent described in this Plan Disclosure in the case of the Cash Option), any federal government agency, the Plan Manager, the Investment Advisor, the Custodian, or their respective contractors or affiliates.

### You Could Lose Money

The value of your ABLÉ account may decrease. You could lose money, including the principal you invest.

### Potential Impact on Supplemental Security Income

Balances over \$100,000 and certain distributions could affect the Beneficiary's eligibility for SSI. See "Social Security and Medicaid Considerations" above for more information.

### Potential Impact on Medicaid Eligibility

The Centers for Medicare & Medicaid (CMS) have provided guidance on how ABLÉ funds will be treated for purposes of determining Medicaid eligibility. CMS guidance can be found here: <https://www.medicaid.gov/federal-policy-guidance/downloads/smd17002.pdf>. Please consult with your state's Medicaid office for questions.

### Potential Impact on State Benefits

Balances in an ABLÉ account, along with distributions from an ABLÉ account, could affect the Beneficiary's eligibility for state benefits programs. Please consult your state benefits agency or advisor for more information.

### Changes in Your Eligibility Status

Expenses incurred at a time when you are not an Eligible Individual will not be considered Qualified Disability Expenses. The earnings portion of Non-Qualified

Withdrawals will be includable as ordinary income and subject to the Additional 10% Tax penalty when you file your tax returns. An example of a Non-Qualified Withdrawal would be a withdrawal used for anything that is not a Qualified Disability Expense.

### Investment Risks

With each of the Investment Options, there is the risk that the Investment Advisor's recommendation of Mutual Funds or of asset allocations among the selected Mutual Funds will not produce the desired results. It is possible to lose money on ABLÉ account funds invested under an Investment Option and, in limited circumstances, in the cash option. Summaries of risks of the underlying Mutual Funds for the Investment Options are set forth in Appendix I.

### Changes in Law

The Plan is established pursuant to the Washington Act and Section 529A of the Code. Changes to the Washington Act or state and federal laws may affect the continued operation of the Plan as contemplated in this Plan Disclosure. Congress could also amend the Code or other federal laws in a manner that would materially change or eliminate the federal tax treatment described in this Plan Disclosure. Your state of residence could also make changes that could materially affect the state tax treatment of the Plan. The State of Washington could make changes to the Washington Act that could terminate or otherwise adversely affect the Plan. Changes in the law governing the tax consequences described in this Plan Disclosure might necessitate material changes to the Plan or termination of the Plan. The Proposed Tax Regulations that have been issued under Section 529A of the Code provide guidance, but only for the establishment and operation of certain aspects of the Plan. Final regulations or other administrative guidance or court decisions might be issued that could adversely impact the federal tax consequences of contributions to, investments in, or withdrawals from, ABLÉ accounts.

### **Modification or Termination of Portfolio Options**

The Board may at any time modify the Plan to provide for additional or different Portfolio Options, or make other changes to the Plan, including the termination, consolidation, or change in the investment policy applicable to one or more Portfolio Options or the termination of the Plan.

### **No Recontribution of Withdrawals**

Withdrawals, once made, cannot be undone by re-contributing the withdrawn amount into your ABLE account, even if you directed the withdrawal by mistake. If you attempt to recontribute money that you previously withdrew, the recontribution will be treated as a new and separate contribution. The withdrawal will also be treated as a Non-Qualified Withdrawal, which would subject you to tax consequences and which may have adverse effects on your eligibility for means-tested benefits. Example: On January 1, you contribute \$100 to your ABLE account. On January 5, you withdraw the \$100. On January 10, you realize that you withdrew the \$100 by mistake. You cannot undo the withdrawal by re-contributing the withdrawn amount. If you attempt to put the \$100 back into your ABLE account, it will be treated as a second contribution of \$100, and your contribution total for the year will be \$200. The \$100 withdrawal will also be treated as a Non-Qualified Withdrawal.

### **Risks Related to Illiquidity**

Investment in the Plan involves the risk of limited liquidity because the circumstances under which funds may be withdrawn from your ABLE account without incurring adverse tax consequences are limited to withdrawals for Qualified Disability Expenses. Additionally, in certain circumstances, your ability to withdraw funds may be restricted for up to thirty (30) business days. See “Withdrawals” under “Using Your ABLE Account” above, for further information about these restrictions.

### **Limitations on Reallocating Monies Among Investment Options**

You may only transfer funds from your current Portfo-

lio Option(s) to other Portfolio Options twice per calendar year. You may also transfer funds among Portfolio Option(s) upon a change in the Beneficiary to an Eligible Individual who is a Sibling of the Beneficiary.

### **Change of the Plan Manager or Investment Advisor, Terms and Conditions of the Plan, Portfolio Options, and Mutual Funds**

The Board may change the Plan Manager and/or Investment Advisor in the future or add plan managers and/or investment advisors. If this happens (or even if it does not), there is no assurance that you would not experience a material change to certain terms and conditions of your Participation Agreement, including the fees charged under the Plan. If Sunday ceases to be the Plan Manager, you may have to open a new ABLE account in the Plan with the successor plan manager in order to make future contributions. The Plan may change the Portfolio Options available, for reasons including but not limited to Sellwood ceasing to be the Investment Advisor, which could result in a change in the Mutual Funds used in the Investment Options as well. After such changes, the Portfolio Options offered by the Plan may not correspond with those described in this Plan Disclosure.

### **Medicaid Recapture**

Under Section 529A of the Code, following the death of the Beneficiary, any state may file a claim against the ABLE account for the amount of the total medical assistance paid for the Beneficiary under the state’s Medicaid plan after the establishment of the ABLE account (or any ABLE account from which amounts were rolled or transferred to the current ABLE account). The amount paid in satisfaction of such a claim is not a taxable distribution from the ABLE account. Further, the amount is to be paid only after the payment of all outstanding payments due for the Qualified Disability Expenses of the Beneficiary, which includes funeral and burial expenses, and is to be reduced by the amount of all premiums paid by or on behalf of the Beneficiary to a Medicaid Buy-In program under that state’s Medicaid plan. Procedures for filing claims may vary from state to state. Authorized Legal Representatives and executors and administrators should consider seeking

legal counsel on the applicability of, and any available exceptions to, Medicaid recapture under applicable state law and regulation.

### **Suitability; Investment Alternatives**

The Board, the Plan Manager, the Investment Advisor, and the Custodian make no representations regarding the appropriateness of any of the Portfolio Options as an investment for any particular individual investor. Other types of investments may be more appropriate depending upon an individual's residence, financial status, tax situation, risk tolerance, or age. The investments, fees, expenses, eligibility requirements, tax and other consequences, and features of these alternatives may differ from those of the Plan. Other types of investments, standing alone or used in combination with the Plan, may be a better alternative

for certain Beneficiaries. **Before investing in the Plan, you may wish to consult a tax, investment, special needs, or benefits advisor.**

### **Investment in the Plan is not a Direct Investment in the Bank Account or Mutual Funds**

Although contributions to your ABLE account will be invested in the Cash Option, which is invested in the Bank Account, and/or in Investment Options that invest in Mutual Funds, none of the Plan's Portfolio Options is a bank account or a mutual fund. Units in the Portfolio Options are not registered with the SEC or any state, nor are the Plan or any of the Plan's Portfolio Options registered as investment companies with the SEC or any state.

## Tax Considerations

The following discussion summarizes certain aspects of federal income, gift, estate, and generation skipping tax (“GST”) tax consequences relating to the Plan and contributions to, earnings of, and withdrawals from ABLE accounts. The summary is not exhaustive and is not intended as individual tax advice. In addition, there can be no assurance that the IRS will agree with the tax treatment described herein or that, if challenged, such tax treatment would be sustained in court. The applicable tax rules are complex, and certain of the rules are at present uncertain, and their application to any particular person may vary according to facts and circumstances specific to that person. The Code and regulations thereunder, and judicial and administrative interpretations thereof, are subject to change, retroactively and/or prospectively.

This summary is based on the relevant provisions of the Code and the Proposed Tax Regulations. It is possible that Congress, the U.S. Treasury Department, the IRS, and other taxing authorities or the courts may take actions that will adversely affect the tax law consequences described and that such adverse effects may be retroactive. No final tax regulations or rulings concerning the Plan have been issued by the IRS and, when issued, such regulations or rulings may alter the tax consequences summarized herein or necessitate changes in the Plan to achieve the tax benefits described. **The summary does not address the potential effects on Beneficiaries of the tax laws of any state.** You should consult a qualified tax advisor about how the laws apply to your circumstances. Federal and state laws or regulations are subject to change and could affect the tax treatment of your ABLE account.

### Qualified ABLE Program

The Plan is designed to be a qualified ABLE program under Section 529A of the Code.

### Eligible Individual

In order to open an ABLE account and to receive the tax benefits afforded a Beneficiary of an ABLE account, you must be an Eligible Individual. See “Eligibility to Open an ABLE account” under “Getting Started” above for more information.

### One Account Rule

The Proposed Tax Regulations provide that, except for a limited period with respect to Rollovers and Program-to-Program Transfers, no Beneficiary may have more than one ABLE account in existence at the same time. If more than one ABLE account is opened by a Beneficiary, the later-opened account(s) will not be treated as an ABLE account under Section 529A of the Code and will not be eligible for the benefits applicable to ABLE accounts. For example, monies contributed to a second or subsequent ABLE account will not be disregarded in determining eligibility under federal means-tested programs, such as SSI, and could result in the imposition of federal taxes and penalties.

The Proposed Tax Regulations also provide, however, that if the entire balance of a second or other subsequent ABLE account is returned, in accordance with the rules that apply to returns of Excess Contributions and Excess Aggregate Contributions, to the contributor(s) on or before the due date (including extensions) for filing the Beneficiary’s income tax return for the year in which the account was opened and contributions to the second or subsequent account were made, such contributions will not be treated as a gift or distribution to the Beneficiary for purposes of Section 529A of the Code. If the Excess Contributions or Aggregate Excess Contributions are returned within the time periods specified above, any net income distributed can be included in the gross income of the contributor(s) in the taxable year in which the Excess Contribution or Excess Aggregate Contribution was made.

### Federal Tax Information

Contributions to the Plan are not deductible for federal income tax purposes. There are two primary federal income tax advantages to investing in the Plan:

1. Investment earnings on the money invested in an ABLE account grow tax-deferred. This means that

your earnings are not subject to federal income tax while they remain in your ABLE account.

2. Any investment earnings distributed from an ABLE account as part of a Qualified Withdrawal are free from federal income tax.

### Withdrawals

The tax treatment of a withdrawal from an ABLE account will vary depending on whether the withdrawal is a Qualified Withdrawal, a Non-Qualified Withdrawal, or a Rollover.

### Qualified Withdrawal

If a Qualified Withdrawal is made from an ABLE account, no portion of the distribution is included in the gross income of the Beneficiary for purposes of federal income taxes. A Qualified Withdrawal is a withdrawal that is solely used to pay the Qualified Disability Expenses of the Beneficiary. For such purpose, amounts distributed from an ABLE account to pay any part of a claim filed against the Beneficiary or the ABLE account by a state under a state Medicaid plan are considered Qualified Disability Expenses.

### Non-Qualified Withdrawal

The portion of a Non-Qualified Withdrawal attributable to investment earnings on the ABLE account will be ordinary income to the Beneficiary for purposes of federal income taxes for the year in which the withdrawal is made. No part of the earnings portion will be treated as capital gain. Under current law, the federal tax rates on ordinary income are generally greater than the tax rates on capital gain. The contribution portion of a withdrawal is not includable in federal gross income.

Determinations as to the amount of Non-Qualified Withdrawals are made on a tax year basis, not on a withdrawal by withdrawal basis. If the total amount withdrawn from an ABLE account during the Beneficiary's tax year does not exceed the Beneficiary's Qualified Disability Expenses for that year, no amount

withdrawn from the ABLE account is includable in the Beneficiary's federal taxable income for that year. If, on the other hand, the total amount withdrawn from an ABLE account during the Beneficiary's tax year exceeds the Beneficiary's Qualified Disability Expenses for that year, the earnings portion of such withdrawals in excess of the Beneficiary's Qualified Disability Expenses for that year must be included in the Beneficiary's gross income for the applicable tax year federal income tax purposes.

Additionally, to the extent that a distribution is a Non-Qualified Withdrawal, the federal income tax liability of the recipient will be subject to an Additional 10% Tax on the earnings portion of the withdrawal, subject to certain exceptions set forth below.

### Exceptions to Penalty Tax

The Additional 10% Tax does not apply to Non-Qualified Withdrawals that are:

- Paid to the estate of a Beneficiary on or after the Beneficiary's death;
- Paid to an heir or legatee of the Beneficiary;
- Paid as any part of a claim filed against the Beneficiary or the ABLE account by a state under a state Medicaid plan;
- Returns of Excess Contributions;
- Returns of Excess Aggregate Contributions; or
- Returns of contributions to additional purported ABLE accounts made by the due date (including extensions) of the Beneficiary's tax return for the year in which the relevant contributions were made.

You should consult your own tax advisor regarding the application of any of the above exceptions.



### **Rollovers and Program-to-Program Transfers**

No portion of a Rollover or a Program-to-Program Transfer is includable in the gross income of the Beneficiary for purposes of federal income taxes, or is subject to the Additional 10% Tax.

### **Change of Beneficiary**

A change in the Beneficiary of an ABLE account is not treated as a distribution and is not subject to federal gift or GST taxes if the new Beneficiary is an Eligible Individual and a Sibling of the current Beneficiary. However, if the new Beneficiary is not a Sibling of the current Beneficiary, the change is treated as a Non-Qualified Withdrawal by the current Beneficiary and may have federal gift tax or GST tax consequences.

### **Earnings**

If there are earnings in an ABLE account, each distribution from the ABLE account consists of two parts. One part is a return of the contributions to the ABLE account. The other part is a distribution of earnings in the ABLE account. For any year in which there is a withdrawal from an ABLE account, the Plan Manager will provide an IRS Form 1099-QA. This form will set forth the total amount of the withdrawal and identify the earnings portion and the contribution portion of any withdrawal.

### **Gift Tax and GST Tax**

For federal gift tax and GST purposes, contributions to an ABLE account by the Beneficiary are not considered to be completed gifts because an individual cannot make a transfer of property to himself or herself, and a transfer of property is a fundamental requirement for a completed gift. However, contributions to an ABLE account by persons other than the Beneficiary are considered a completed gift from the contributor to the Beneficiary and are eligible for the annual gift tax exclusion. Contributions that qualify for the annual gift tax exclusion are generally also excludable for purposes of the federal GST tax. A donor's total contributions to a Beneficiary's ABLE account in any given year (together with any other gifts made by the donor to the Beneficiary in the year) will not be considered taxable

gifts and will generally be excludable for purposes of the GST tax if the gifts do not in total exceed the annual exclusion for the year. Currently, the annual exclusion is \$15,000 per donee. This means that in each calendar year a donor may contribute up to \$15,000 to a Beneficiary's ABLE account without the contribution being considered a taxable gift, if the donor makes no other gifts to the Beneficiary in the same year. The annual exclusion is indexed for inflation and therefore is expected to increase over time.

### **Estate Tax**

The Proposed Tax Regulations provide that, upon the death of the Beneficiary, all amounts remaining in the ABLE account are includable in the Beneficiary's gross estate for purposes of the federal estate tax.

### **Medicaid Recapture**

Under Section 529A of the Code, following the death of the Beneficiary, any state may file a claim against the ABLE account for the amount of the total medical assistance paid for the Beneficiary under the state's Medicaid plan after the establishment of the ABLE account (or any ABLE account from which amounts were rolled or transferred to the current ABLE account). The amount paid in satisfaction of such a claim is not a taxable distribution from the ABLE account.

### **Eligibility for Saver's Credit**

Contributions to an ABLE program account are eligible for the federal saver's tax credit. The saver's credit is a nonrefundable federal tax credit for certain eligible taxpayers for contributions made for certain qualified retirement savings and ABLE accounts. The maximum annual contribution eligible for the saver's credit is \$2,000 per individual and the credit rate depends on the adjusted gross income of the individual. Eligible individuals who qualify for the saver's credit will be able to both make a contribution to their ABLE account and claim the credit for federal income tax purposes. For more information on the saver's credit please go to [www.irs.gov](http://www.irs.gov) or consult a qualified tax advisor. Unless Congress acts to change the law, the eligibility for ABLE contributions to qualify for the saver's credit will expire after December 31, 2025.

### **Lack of Certainty**

As of the date of this Plan Disclosure, Proposed Tax Regulations have been issued under Section 529A of the Code. Taxpayers may rely on these Proposed Tax Regulations at least until final regulations are issued. The Proposed Tax Regulations do not, however, provide guidance on various aspects of the Plan. It is uncertain when final regulations will be issued. Therefore, there can be no assurance that the federal tax consequences described herein for Beneficiaries are applicable. Section 529A of the Code or other federal law could be amended in a manner that would materially change or eliminate the federal tax treatment described above. However, the U.S. Treasury Department and the IRS have stated in guidance issued in connection with the Proposed Tax Regulations that states that enact legislation creating an ABLE program

in accordance with Section 529A, and those individuals establishing ABLE accounts in accordance with such legislation, will not fail to receive the benefits of Section 529A merely because the legislation or the account documents do not fully comport with the final regulations when they are issued. In addition, the U.S. Treasury Department and the IRS have stated their intention to provide transition relief to enable those state programs and accounts to be brought into compliance with the requirements in the final regulations, including providing sufficient time after issuance of the final regulations in order for changes to be implemented. The Board intends to modify the Plan within the constraints of applicable law as necessary for the Plan to meet the requirements of Section 529A as the same may be revised.

## Oversight of the Plan

Pursuant to the powers established by the Washington Act, the Board has engaged Sundry Administration, LLC to serve as the Plan Manager under the Management Agreement. See “Service Providers to the Plan” below, for additional information about the Plan Manager and the Management Agreement.

## Service Providers to the Plan

### Plan Manager

The Plan Manager is Sundry Administration, LLC, an indirect, wholly owned subsidiary of The Bank of New York Mellon Corporation. Sundry provides administrative and record-keeping services to the Plan under the direction of the Board. Sundry and the Board have entered into a contract (the “Management Agreement”) under which Sundry and its subcontractors, including its affiliated companies, The Bank of New York Mellon and BNY Investment Management Services LLC., provide services to the Plan.

### Management Agreement

The Plan Manager has entered into a Management Agreement with the Board and the Department of Commerce, under which Sundry is responsible for providing, directly or through subcontractors, program management systems, recordkeeping, and administrative services for the Plan.

### Sundry’s Term as Plan Manager

Sundry’s current contract to serve as Plan Manager is for an initial term which expires June 30, 2019. The parties may mutually agree to one or more extension terms. The Management Agreement is subject to the possibility of earlier termination under specified circumstances, such as a material breach of the Management Agreement.

### Investment Advisor

The Plan’s Investment Advisor is Sellwood Consulting, LLC. Sellwood Consulting, LLC is a registered investment adviser under the Investment Advisers Act. The Investment Advisor will provide investment management advisory and related services to the Board for the Plan, which shall include recommending the underlying investments for each of the Plan’s Portfolio Options and monitoring of the Portfolio Options in accordance with an Investment Policy Statement approved by the Board.

### Custodian

The Plan Manager has subcontracted with The Bank of New York Mellon to provide custodial services for the Plan. The Custodian is responsible for physical custody and safekeeping of investment assets. Custodian responsibilities include, but are not limited to, physical custody and safekeeping of investment assets, securities settlement, income and principal collection and corporate action reporting and filing, and providing information related to these services. Additionally, the Custodian will calculate the net asset value for each Portfolio Option daily.

### The Bank

The Bank of New York Mellon holds the amounts contributed to the Cash Option in an omnibus cash account at the Bank.

# Reporting



## ABLE Account Statements

You will receive quarterly and annual statements indicating:

- Contributions to each Portfolio Option, if any, made to your ABLE account during the period and aggregate contributions, if any, year-to-date.
- Withdrawals, if any, from each Portfolio Option in your ABLE account made during the period.
- The total value of your ABLE account at the end of the period.

## Tax Reports

The Plan will report contributions, withdrawals, the basis of the Beneficiary's eligibility, earnings in the ABLE account, and other matters to the IRS, a state agency, and other persons, if any, to the extent required by federal or state law or regulation. By January 31 of the following year, the Beneficiary will be sent a copy of IRS Form 1099-QA, Distribution from ABLE Accounts, filed with the IRS with respect to the prior tax year.

## Reports to Social Security

Under Section 529A of the Code, the Plan is required to provide reports to the SSA on ABLE accounts. Based on guidance from SSA, it is anticipated that the Plan will be required to provide monthly electronic reports to SSA, including without limitation the following information for each ABLE account: the name of the Beneficiary; Social Security number of the Beneficiary; date of birth of the Beneficiary; name of the person who has signature authority (if different from the Beneficiary); unique account number assigned to the ABLE account; ABLE account opening date; ABLE account closing date; balance as of the first moment of the month (that is, the balance as of 12:00 a.m. local time on the first of the month); date of each distribution in the reporting period; and amount of each distribution in the reporting period.

## Financial Statements

An annual audit report for the Plan will be prepared by independent certified public accountants in accordance with generally accepted accounting principles. A copy of the audit report may be requested from the Plan.

## Other Important Legal Information

### No Pledging of Account Assets

The Beneficiary may not use any part of the ABLÉ account or other interest in the Plan as security for a loan.

### Beneficiary as Account Owner

The Beneficiary is the owner of the ABLÉ account. An Authorized Legal Representative may neither have nor acquire any beneficial interest in the Beneficiary's ABLÉ account and must administer the ABLÉ account for the benefit of the Beneficiary. Whenever an action is required to be taken by a Beneficiary in connection with an ABLÉ account, it must be taken by the Beneficiary's Authorized Legal Representative acting in that capacity.

### No Sale or Exchange

No interest in an ABLÉ account may be sold or exchanged.

### Bankruptcy and Related Matters

Federal law expressly excludes certain funds from an individual debtor's bankruptcy estate (which funds, therefore, will not be available for distribution to such individual's creditors), if the funds are contributed by such individual to an ABLÉ account. The bankruptcy protection for ABLÉ accounts is limited, however. The funds contributed will be protected if the Beneficiary is the individual debtor's child, stepchild, grandchild, or step grandchild for the taxable year in which the funds were placed in the ABLÉ account, and only to the extent that such funds (1) are not pledged or promised to any entity in connection with any extension of credit; and (2) are not Excess Contributions, subject to the following limits: contributions made by the debtor to an ABLÉ account more than 720 days before a federal bankruptcy filing are completely protected; contributions made by the debtor to an ABLÉ account during the period beginning 365 days through 720 days before a federal bankruptcy filing are protected up to \$6,225; and contributions made by the debtor to an ABLÉ account less than 365 days before a federal bankruptcy filing are not protected against creditor claims in

federal bankruptcy proceedings. State laws may offer different creditor protections. You should consult your legal advisor regarding the effect of any bankruptcy filing on your ABLÉ account. This information is not meant to be individual advice, and Beneficiaries should consult with their own advisors concerning their individual circumstances.

### Unclaimed Funds

Many states (including Washington) have unclaimed property laws or similar laws under which if certain statutory requirements are met, funds in an account are considered abandoned or unclaimed. Your state may request that the Plan transfer the funds in your ABLÉ account pursuant to such laws. The Plan will only transfer funds to your state as required by applicable law. To help ensure that your funds will not be considered abandoned, please always keep your current email address on file with the Plan and respond to inquiries received from the Plan Manager.

### Plan Privacy Policy

Please read this notice carefully. It gives you important information about how the Plan handles nonpublic personal information it may receive about you in connection with the Plan.

### Information the Plan Collects

Nonpublic personal information about you (which may include your Social Security number or taxpayer identification number) may be obtained in any of the following ways:

- you provide it on the Plan application;
- you provide it on other Plan forms;
- you provide it on the secure portion of the Plan's website; or
- you provide it to complete your requested transactions.

### **How Your Information Is Used**

The Plan does not disclose your personal information to anyone for marketing purposes. The Plan discloses your personal information only to those Service Providers who need the information to respond to your inquiries or to service and maintain your ABLE account. In addition, the Plan or its Service Providers may be required to disclose your personal information to government agencies and other regulatory bodies (for example, for tax reporting purposes or to report suspicious transactions).

The Service Providers who receive your personal information may use it to:

- process your Plan transactions;
- provide you with Plan materials; and
- mail your ABLE account statements.

These Service Providers provide services at the Plan's direction and include fulfillment companies, printing, and mailing facilities. These Service Providers are required to keep your personal information confidential and to use it only for providing contractually required services to the Plan.

### **Security of Your Information**

The Plan protects the personal information you provide against unauthorized access, disclosure, alteration, destruction, loss, or misuse. Your personal information is protected by physical, electronic, and procedural safeguards in accordance with federal and state standards. These safeguards include appropriate procedures for access to and use of electronic data, provisions for the secure transmission of sensitive personal information on the Plan's website, and telephone system authentication procedures.

### **Changes to this Privacy Policy**

The Plan will periodically review this Privacy Policy and its related practices and procedures. You will be notified of any material amendments to this Privacy Policy.

### **Notice About Online Privacy**

The personal information that you provide through the Plan's website is handled in the same way as the personal information that you provide by any other means, as described above. The sections below give you additional information about the way in which personal information that is obtained online is handled.

### **Online Enrollment, Account Information Access, and Online Transactions**

When you visit the Plan's website, you can go to pages that are open to the general public or log on to protected pages to enroll in the Plan, access information about your ABLE account, or conduct certain transactions related to your ABLE account. Once you have opened an ABLE account, access to the secure pages of the Plan's website is permitted only after you have created a user ID and password by supplying your Social Security number or taxpayer identification number and ABLE account number. The user ID and password must be supplied each time you want to access your ABLE account information online. This information serves to verify your identity.

When you enter personal data into the Plan's website (including your Social Security Number or taxpayer identification number and your password) to enroll or access your ABLE account information online, you will log into secure pages where Secure Sockets Layer (SSL) protocol is used to protect information. To use this section of the Plan's website, you need a browser that supports encryption and dynamic web page construction. If you provide personal information to effect transactions on the Plan's website, a record of the transactions that you have performed while on the site is retained by the Plan.

### **Other Personal Information Provided by You on the Plan's Website**

If you decide not to enroll online and you want to request that Plan materials be mailed to you, you can click on another section of the Plan's website to

## Other Important Legal Information (continued)

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provide your name, mailing address, and email address. The personal information that you provide on that page of the site will be stored and used to market the Plan more effectively. The information provided is protected by the Secure Sockets Layer (SSL) protocol.

## Appendix I

### Summaries of the Underlying Mutual Funds

The table below reflects the target allocations of under the Board’s investment policy of underlying mutual funds for each of the Investment Options

Fund Name	Ticker	% Allocation of Investment Option		
		ABLE Conservative	ABLE Moderate	ABLE Aggressive
Vanguard Total Stock Market Index Fund	VTSAX	10%	24%	40%
Vanguard Total International Stock Index Fund	VTIAX	10%	24%	40%
Vanguard Short-Term Bond Index Fund	VBIRX	25%	0%	0%
Vanguard Total Bond Market Index Fund	VBTLX	36%	40%	13%
Vanguard Total International Bond Index Fund	VTABX	9%	10%	3%
Vanguard Short-Term Inflation Protected Securities Index Fund	VTAPX	10%	0%	0%
DFA Global Real Estate Securities Fund	DFGEX	0%	2%	4%
		100%	100%	100%

The following provides a summary of the underlying Mutual Funds (each, a “Fund”) in which the Investment Options invest. The full prospectus for each of the Mutual Funds can be found by visiting the applicable Fund’s website. For Vanguard Funds, go to [www.investor.vanguard.com](http://www.investor.vanguard.com). For the Dimensional Fund, go to [www.dimensional.com](http://www.dimensional.com).

The **Vanguard Total Stock Market Index Fund** employs an indexing investment approach designed to track the performance of the CRSP US Total Market Index, which represents 100% of the U.S. stock market and includes large-, mid-, small-, and micro-cap stocks regularly traded on the New York Stock Exchange and Nasdaq. The Fund invests by *sampling* the Index, meaning that it holds a broadly diversified collection of securities that, in the aggregate, approximates the full Index in terms of key characteristics. These key characteristics include industry weightings and market capitalization, as well as certain financial measures, such as price/earnings ratio and dividend yield.

The **Vanguard Total International Stock Market Index Fund** employs an indexing investment approach designed to track the performance of the FTSE Global All Cap ex US Index, a float-adjusted market-capitaliza-



tion-weighted index designed to measure equity market performance of companies located in developed and emerging markets, excluding the United States. The Index includes approximately 5,920 stocks of companies located in 46 countries. The Fund invests all, or substantially all, of its assets in the common stocks included in the Index. As of October 31, 2017, the largest markets covered in the Index were Japan, the United Kingdom, Canada, France, Germany, and China (which made up approximately 17%, 13%, 7%, 7%, 7%, and 6%, respectively, of the Index's market capitalization). The Fund invests all, or substantially all, of its assets in the common stocks included in its target index.

The **Vanguard Short-Term Bond Index Fund** employs an indexing investment approach designed to track the performance of the Bloomberg Barclays U.S. 1-5 Year Government/Credit Float Adjusted Index. The Index includes all medium and larger issues of U.S. government, investment-grade corporate, and investment-grade international dollar-denominated bonds that have maturities between 1 and 5 years and are publicly issued. 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 does not exceed 3 years, and as of December 31, 2017, was 2.8 years.

The **Vanguard Total Bond Market Index Fund** employs an indexing investment approach designed to track the performance of the Bloomberg Barclays U.S. Aggregate Float Adjusted Index. The Index represents a wide spectrum of public, investment-grade, taxable, fixed income securities in the United States—including government, corporate, and international dollar-denominated bonds, as well as mortgage-backed and asset-backed securities—all with maturities of more than 1 year. The Fund invests by *sampling* the Index, meaning that it holds a broadly diversified collection 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, and as of December 31, 2017, was 8.4 years.

The **Vanguard Total International Bond Index Fund** employs an indexing investment approach designed to track the performance of the Bloomberg Barclays Global Aggregate ex-USD Float Adjusted RIC Capped Index (USD Hedged). This Index provides a broad-based measure of the global investment-grade, fixed rate debt markets. The Index includes government, government agency, corporate, and securitized non-U.S. investment-grade fixed income investments, all issued in currencies other than the U.S. dollar and with maturities of more than one year. The Fund attempts to hedge its foreign currency exposure in order to correlate to the returns of the Index, which is U.S. dollar hedged. Such hedging is intended to minimize the currency risk associated with investment in bonds denominated in currencies other than the U.S. dollar. The Index is capped to comply with investment company diversification standards of the Internal Revenue Code, which state that, at the close of each fiscal quarter, a fund's (1) exposure to any particular bond issuer may not exceed 25% of the fund's assets, and (2) aggregate exposure to issuers that individually constitute 5% or more of the fund may not exceed 50% of the fund's assets. To help enforce these limits, if the Index, on the last business day of any month, were to have greater than 20% exposure to any particular bond issuer, or greater than 48% aggregate exposure to issuers that individually constitute 5% or more of the Index, then the excess would be reallocated to bonds of other issuers

represented in the Index. The Index methodology is not designed to satisfy the diversification requirements of the Investment Company Act of 1940. The Fund will attempt to hedge its foreign currency exposure, primarily through the use of foreign currency exchange forward contracts, in order to correlate to the returns of the Index, which is U.S. dollar hedged. Such hedging is intended to minimize the currency risk associated with investment in bonds denominated in currencies other than the U.S. dollar. 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, under normal circumstances, at least 80% of the Fund's assets will be invested in bonds included 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, and as of October 31, 2017, was 9.2 years.

The **Vanguard Short-Term Inflation-Protected Securities Index Fund** employs an indexing investment approach designed to track the performance of the Bloomberg Barclays U.S. Treasury Inflation-Protected Securities (TIPS) 0-5 Year Index. The Index is a market-capitalization-weighted index that includes all inflation-protected public obligations issued by the U.S. Treasury with remaining maturities of less than five years. The Fund attempts to replicate the target index by investing all, or substantially all, of its assets in the securities that make up the Index, holding each security in approximately the same proportion as its weighting in the Index. The Fund maintains a dollar-weighted average maturity consistent with that of the target index, which generally does not exceed 3 years.

The **DFA Global Real Estate Securities Fund** seeks to achieve exposure to a broad portfolio of securities of U.S. and non-U.S. companies in the real estate industry, with a focus on real estate investment trusts ("REITs") or companies that Dimensional Fund Advisors LP (the "Advisor") considers to be REIT-like entities. More information can be obtained by calling 1-512-306-7400 or visiting [www.dimensionalfund.com](http://www.dimensionalfund.com).