



MiABLE ACCOUNT Participation Agreement



EXHIBIT A – PARTICIPATION AGREEMENT

Pursuant to the terms and conditions of this Participation Agreement for the MiABLE Savings Plan, the Account Owner (or Designated Representative), by completing and signing this or other approved Enrollment Form, hereby requests The Michigan Achieving a Better Life Experience Plan, Program Manager to open an account for the benefit of the Eligible Individual listed on the Enrollment Form and agrees to the terms and conditions of this Participation Agreement.

The Account Owner (“you”) hereby requests TSA Consulting Group, as the Program Manager (“Program Manager”) and its authorized agents and subcontractors, including FPS Trust Company, LLC (FPS), which holds the assets as Custodian for the MiABLE Savings Plan (the “Plan”), to open a MiABLE Plan account on the following terms and conditions:

Section 1. Accounts.

- (a) Opening account. The purpose of this Participation Agreement is to establish an account at FPS for the Qualified Disability Expenses of the Eligible Individual named in the Enrollment Form. Capitalized terms used in this Participation Agreement have the meaning set forth in the Program Disclosure Statement.
- (b) Separate accounts. The Plan will maintain a separate account for each Account Owner. Each account is governed by this Participation Agreement. All assets held in the account are held for the exclusive benefit of the Eligible Individual who is the Account Owner.
- (c) Naming and changing the Eligible Individual. You will name the Eligible Individual during enrollment through on-line access or by completing an Enrollment Form. You can change the Eligible Individual at any time, through the on-line system or by calling the Program Manager, subject to limitations imposed by federal and state law. To avoid adverse income tax consequences, the new Eligible Individual must meet the requirements described in the Program Disclosure Statement, including that he or she is a Member of the Family of the previous Eligible Individual. The designation of the new Eligible Individual will be effective upon receipt of the appropriate form, properly completed.
- (d) Choice of Investment Option. Money invested in an account is invested in the Investment Option or Options that you designate through the on-line system (www.MiABLE.org) when you complete the Investment selection or when you complete an Enrollment Form. You may change the Investment Options or Options in which money is invested through the on-line system no more often than twice every calendar year.

Section 2. Contributions.

- (a) Contributions shall be in cash equivalents as permitted by the Program Disclosure Statement.
- (b) You are subject to the contribution limits established by applicable law and set forth in the Program Disclosure Statement.

Section 3. Distributions and Terminations.

You may direct the Program Manager to distribute part or all of the money in your account at any time.

- (a) You must complete the appropriate form or log in to your Account at MiABLE.org and select from the distribution option available to you. The Program Manager may change the form or modify the procedures for withdrawing money from an account from time to time.

- (b) You acknowledge the earnings portion of a Non-Qualified Withdrawal, as defined in the Program Disclosure Statement, will be included in your income for federal and state income tax purposes and may be subject to a 10% federal tax as well as other applicable state and federal tax consequences, including partial recapture of any Michigan state income tax deduction previously claimed.
- (c) Notwithstanding any other provision of this Agreement, the Program Manager and its subcontractors may terminate an account at any time upon a determination that you have provided false or misleading information to the Plan, Custodian or the Program Manager. The Program Manager or Custodian will pay you the balance remaining in the account, less any fees, if applicable.

Section 4. Your Representations and Acknowledgments.

You hereby represent and warrant to, and agree with, the Plan, the Program Manager and Custodian and its agents and subcontractors as follows:

- (a) You have read and understand the Program Disclosure Statement for the MiABLE Savings Plan and have carefully reviewed all the information contained therein, including information provided by or with respect to the Plan and the Program Manager, and you accept and agree to be bound thereby. You also agree that you have had the opportunity to review and hereby approve and consent to all fees and expenses applicable to your account as described in the Program Disclosure Statement and this Participation Agreement. In making a decision to open an account and enter into this Participation Agreement, you have not relied upon any representations or other information, whether oral or written, other than as set forth in the Program Disclosure Statement and this Participation Agreement. You also acknowledge that the Program Disclosure Statement is only a summary of the MiABLE Savings Plan. If there are any omissions from or inconsistencies between the Program Disclosure Statement and the MiABLE Savings Plan, the actual terms of the MiABLE Savings Plan will control.
- (b) You acknowledge and agree that the value of any account will increase or decrease based on the investment performance of the Investment Options of the Plan in which the account is then invested. **YOU UNDERSTAND THAT THE VALUE OF ANY ACCOUNT MAY BE MORE OR LESS THAN THE AMOUNT INVESTED IN THE ACCOUNT.** You may not direct the investment of any contributions to the Plan (or earnings thereon) more than two times in any calendar year. You also acknowledge and agree that none of the State of Michigan or its officials/employees, the Plan, the Program Manager, Custodian, or any agent, subcontractor, adviser or consultant retained by or on behalf of the Program Manager or the Plan makes any guarantee that you will not suffer a loss of the amount invested in any account. None of the parties will have any liability to you or any other person.
- (c) You acknowledge and agree that no account may be used as collateral or security for any loan. Any attempted use of an account as collateral or security for a loan will be void.
- (d) You acknowledge and agree that the Plan will not loan any assets to you.
- (e) You acknowledge and agree that the Plan is established and maintained by the Treasurer of the State of Michigan, pursuant to state law, and is intended to qualify for certain federal income tax benefits under Section 529A of the Internal Revenue Code. You further acknowledge that such federal and state laws are subject to change, sometimes with retroactive effect, and that neither the State of Michigan and its officials/ employees, the Plan, the Program Manager, the Custodian, nor any agent, subcontractor, adviser or consultant retained by the Program Manager or the Plan makes any representation regarding the tax treatment or impact on disability benefits of participation in the Plan or that such state or federal laws will not be changed or repealed.

- (f) You acknowledge and agree that the Plan is the record owner of the shares of any underlying investments in which each Investment Option is invested. You will have the right to vote, or direct the voting of, any proxy with respect to such shares in your Account.
- (g) You understand and agree that the account and this Participation Agreement are subject to such rules and regulations as the State Treasurer may promulgate in accordance with Michigan state law. You also understand and agree that all decisions and interpretations by the Michigan State Treasurer and the Program Manager in connection with the Plan shall be final and binding on you and any successors.

Section 5. Fees and Expenses.

The Plan will make certain charges against each account in order to provide for the costs of administration of the Plan and the accounts and such other purposes as the Program Administrator shall determine appropriate.

- (a) Program Management Fee. You acknowledge and agree that each Investment Option is subject to a Program Management Fee as set forth in the Program Disclosure Statement.
- (b) Investment Management Fees. You acknowledge and agree each of the underlying investments also will have investment management fees and other expenses set forth in the Program Disclosure Statement.
- (c) Change in fees. You acknowledge and agree that the charges described above may be increased or decreased as the Trustee shall determine to be appropriate.

Section 6. Necessity of Qualification.

The Plan intends to qualify for favorable federal tax treatment under Internal Revenue Code Section 529A. You agree and acknowledge that the Program Manager may amend this Participation Agreement, including retroactively, upon a determination that such an amendment is required to maintain such qualification.

Section 7. Reporting.

The Program Manager, will make quarterly reports of account activity and the value of each account. Account information may also be obtained via the Plan's website.

Section 8. Account Owner's Indemnity.

You recognize that an account will be established based upon your statements, agreements, representations and warranties set forth in this Participation Agreement and the Enrollment Form.

You agree to indemnify and to hold harmless the Plan, the State of Michigan and its officials/employees, TSA Consulting Group, FPS as the Custodian, and the authorized agents, subcontractors and affiliates of any of the foregoing, from and against any and all loss, damage, liability or expense, including costs of reasonable attorneys' fees to which they may be put or which they may incur by reason of, or in connection with, any breach by you of your acknowledgments, representations or warranties or any failure by you to fulfill any covenants or agreements set forth herein. You agree that all statements, representations and warranties made by you will survive the termination of the account.

Section 9. Amendment and Termination.

Nothing contained in the Plan or this Participation Agreement shall constitute an agreement or representation by the State of Michigan or anyone else that the Plan will continue in existence. At any time, the State of Michigan may amend or suspend or terminate the Plan by giving written notice of such action to the Account Owner, so long as, after the action, the assets in your account are still held for the exclusive benefit of the Eligible Individual, subject to applicable law. The Program Manager may also amend this Participation Agreement by giving written notice of such action to the Account Owner.

Section 10. Governing Law.

This Participation Agreement shall be governed and interpreted in accordance with the laws of the State of Michigan. All parties agree that exclusive venue and jurisdiction for any legal proceedings related to this Participation Agreement or the MiABLE Savings Plan shall be in the State of Michigan.

Certification and Execution

The Account Owner, and, if applicable, his or her Designated Representative, hereby make the following certifications regarding the Eligible Individual who will be the Account Owner and beneficiary, under penalties of perjury:

- That he or she has received a benefit verification letter from the Social Security Administration and agrees to retain and provide the letter (or a genuine copy of the letter or other evidence) to the Plan, the Trustee, the IRS, or the U.S. Treasury Department upon request; **and**
- That the individual's disability was present before the individual attained age 26.

Or alternatively, one of the following:

- That he or she has a medically determinable physical or mental impairment, which results in marked and severe functional limitations, 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**
- That he or she is blind (within the meaning of the Social Security Act); **or**
- That he or she has a condition listed in the "List of Compassionate Allowances Conditions" maintained by the Social Security Administration (at www.socialsecurity.gov/compassionateallowances/conditions.htm);

and

- That (i) the disability, blindness, or compassionate allowances condition occurred before the date of the individual's 26th birthday; and (ii) he or she has a copy of his or her diagnosis relating to the relevant impairment(s), signed by a physician meeting the criteria of Social Security Act Section 1861(r)(1); and (iii) he or she agrees to retain and provide a copy of the diagnosis and related information to the Plan upon request.

In addition, by opening and maintaining an account, the Account Owner, and if applicable, his or her Designated Representative, acknowledge that he or she is making a continuing certification that the Account Owner or other beneficiary of the Account is an Eligible Individual and that it is his or her responsibility to notify the MiABLE Savings Plan *in writing* if the Account Owner ceases to be an Eligible Individual.

Finally, the Account Owner, and if applicable, his or her Designated Representative, hereby state and verify under penalties of perjury upon opening this account that the Eligible Individual has no other existing ABLE account (other than an ABLE account that will terminate with a Rollover into the Plan account to be established under this Participation Agreement).

Signature of Account Owner or Designated Representative:

X _____ Date: _____

Account Owner's Name: _____

Account Owner's Social Security Number: _____

Designated Representative: _____
(Enter name or N/A if not applicable)

Designated Representative's relationship to Account Owner: _____

Account Owner's Address: _____