



Minnesota College Savings Plan Participation Agreement

Use this form if you want to open a Minnesota College Savings Plan Account.

If you have any questions when completing this form, call **TOLL-FREE at 1-877-EDU 4 MIN (1-877-338-4646), Monday-Friday, 7 a.m. to 7 p.m. CT. Please fill out this form completely and print clearly.**

I hereby establish, as the Account Owner, an Account representing an interest in the **Minnesota College Savings Plan** (the “Plan”) for the Designated Beneficiary named below, and enter into this Participation Agreement (this “Agreement”) relating to the Account with the State of Minnesota, through its agencies, the State Board of Investment and the Higher Education Services Office (hereinafter collectively referred to as “State of Minnesota”). I understand that the State of Minnesota has retained TIAA-CREF Tuition Financing, Inc. (“TFI”) as the plan manager (the “Plan Manager”) for the Plan and that this Agreement is subject to and incorporates by reference the information concerning the Plan, and the terms applicable to my Account, contained in the Plan Disclosure Booklet (the “Disclosure Booklet”), as modified from time to time. Each capitalized term used but not defined in this Agreement has the meaning that term has in the Disclosure Booklet.

After signing this Participation Agreement, I may revise my Investment Option elections at any future time without signing a new Participation Agreement. Investment Options may be revised by providing the Plan Manager with a completed Add Investment Options to Existing Account Form identifying each Investment Option to be added to my Account and the amount of contributions that have already been made to my Account prior to the time of my change. I understand that federal law prohibits Account Owners from transferring Account funds between Investment Options unless there is a change of Beneficiary.

I. ACCOUNT REGISTRATION

Account Owner Information

Mr. Mrs. Ms. Dr. Other _____
 US Citizen Resident Alien

First Name Middle Initial Last Name

Social Security Number or Tax Identification Number - -
 Date of Birth / /
 Male Female

Street Address City State Zip Code

Home Phone - -
 Business Phone - -

Designated Beneficiary Information

US Citizen Resident Alien

First Name Middle Initial Last Name

Social Security Number or Tax Identification Number - -
 Date of Birth / /
 Male Female

Street Address City State Zip Code

Home Phone - -

Contingent Account Owner (optional)

An Account Owner may designate below a Contingent Account Owner to become the owner of his/her Account automatically upon the Account Owner’s death. To designate a Contingent Account Owner at a later date, or to change or delete this Contingent Account Owner designation, call **1-877-EDU 4 MIN (1-877-338-4646)** to receive a Contingent Account Owner Form. (See Contingent Account Owner Form and the Disclosure Booklet for further details and necessary documentation.)

US Citizen Resident Alien

First Name Middle Initial Last Name

Social Security Number or Tax Identification Number - -
 Date of Birth / /
 Male Female

Street Address City State Zip Code

II. INITIAL CONTRIBUTION

Be sure to read the Disclosure Booklet and Section V below before selecting the Investment Options for your Account. Your initial and subsequent contributions can be made by check, money order, Automatic Contribution Plan, Payroll Deduction, Rollover from another Qualified Tuition Program or as a transfer from another Account within the Plan. The minimum initial and subsequent contribution made by check, money order or rollover/transfer is \$25. Please check the box to the left of the contribution options to indicate how you will be submitting your initial contribution. An initial contribution cannot be made through a Telephone Purchase. **Please complete all contribution information and attach relevant forms as appropriate.**

CHECK OR MONEY ORDER.

You may submit one check or money order that combines your contributions for all selected Investment Options, or a separate check or money order for each Investment Option that you select. Checks or money orders must be made payable to "Minnesota College Savings Plan."

Contributions are to be invested in:	Initial Contribution Amount:
Managed Allocation Option	\$.00
100% Equity Option (1918)	\$.00
Guaranteed Option (1917)	\$.00
TOTAL	\$.00

AUTOMATIC CONTRIBUTION PLAN (optional)

When you select the Automatic Contribution Plan method of payment, funds are automatically transferred from your bank account identified in Section III and deposited into your Account in the Plan. It takes approximately 10 days from receipt to initiate this payment method. Please be sure to also complete the banking information section.

I want my contribution to begin in the month below. Quarterly contributions will begin in the month indicated below and occur every three months thereafter.

Month _____

I want my Automatic Contribution to be (a minimum of \$25 per Investment Option):

Investment Option	I want to contribute:	I want my contribution to be made (check one)			I want my contribution to be made on the (check one or both)	
		Semimonthly	Monthly	Quarterly	1st	15th
Managed Allocation Option	\$.00					
100% Equity Option (1918)	\$.00					
Guaranteed Option (1917)	\$.00					

PAYROLL DEDUCTION

If your employer offers payroll deduction and you would like to contribute in this way, please also complete the enclosed Authorization for Automatic Payroll Deduction Form. If you wish to use payroll deduction for your initial contribution, please enclose your completed Form with this Participation Agreement. **The minimum initial and subsequent contribution per Investment Option per pay period for payroll deduction is \$15.**

ROLLOVER FROM ANOTHER QUALIFIED STATE TUITION PROGRAM UNDER INTERNAL REVENUE CODE § 529

You may rollover funds from an existing Qualified Tuition Program account as your initial or any subsequent contribution into your Account. To complete the rollover, attach a Rollover of Account Funds Form to this Participation Agreement and indicate above the amount of the rollover that should be contributed to each selected Investment Option.

TELEPHONE PURCHASE PRIVILEGE

This privilege allows you to make subsequent contributions to your Account from your bank account listed in Section III below by a telephone direction and will be automatically applicable to your Account in the Plan unless you check the following box or do not complete the banking information below.

No, I do not want Telephone Purchase Privilege.

III. BANKING INFORMATION

You must provide the following information if you request the Automatic Contribution Plan or if you wish to use the Telephone Purchase Privilege. Unless you notify us with additional banking information attached to this Form, we will assume the bank information you supply below applies to all Investment Options using Automatic Contribution Plan and Telephone Purchase Privilege, as indicated above. Separate withdrawals will be made from your bank account for each Investment Option that you select. **An unsigned voided check or savings deposit slip from your bank account must be attached. An initial contribution check can not be used.**

Type of Account Checking

Savings

Bank Telephone

- -

Name(s) on Account

PLEASE ATTACH YOUR VOIDED BANK CHECK OR SAVINGS DEPOSIT SLIP.

IV. IMPORTANT NOTICE CONCERNING PRIVACY

Please read this notice carefully. It provides information concerning the privacy policy of TIAA-CREF and Teachers Personal Investors Services, Inc. (together referred to in this section as "TIAA-CREF") with respect to nonpublic information they may have about current and former Account Owners (customers).

TIAA-CREF may collect nonpublic personal information about you from various sources, including:

- (i) information you provide, for example, on Participation Agreements or other forms;
- (ii) information about your participation in the Program, such as investments; and
- (iii) information from third parties such as consumer reporting agencies.

Your nonpublic personal information is used to effect your investment in the Plan or to provide you with related transaction services. If below in Section V of this Agreement you elect to receive information about financial products and services offered by TIAA-CREF and its affiliates (including insurance companies, brokers-dealers, investment companies, investment advisers and a trust company), your nonpublic personal information also may be shared with these affiliates to determine your possible interest in such products and services, and to mail you information about them. Your nonpublic personal information also is available to the Minnesota State Board of Investment and the Higher Education Services Office in their roles in overseeing the Plan.

TIAA-CREF limits access to your nonpublic personal information to its employees who need to know that information to provide Plan-related services to you. Further, your nonpublic personal information is protected by physical, electronic and procedural safeguards in accordance with federal and state standards.

TIAA-CREF does not disclose your nonpublic personal information to anyone outside of the Plan, unless it has received proper authorization from you or it is permitted or required by the Management Agreements in effect for the Plan and applicable law to do so.

The following notice provides important information about the reasons that the Plan has requested certain information from you on this Participation Agreement and other forms for the Plan and the way such information will be used by the Plan.

Section 7(b) of the Federal Privacy Act of 1974 (5 U.S.C.A. Section 552a note, Pub. Law 93-579 Section 7) requires the State of Minnesota to disclose to you whenever your Social Security Number or Taxpayer Identification Number is requested whether providing such information is mandatory or voluntary, the statutory or other authority by which the information is solicited, and the uses that the State of Minnesota will make of such information. Accordingly, you are hereby informed that the furnishing of your Social Security Number or Taxpayer Identification Number on this form is mandatory in that failure to provide it will prevent your participation in the Plan. Your Social Security Number or Taxpayer Identification Number is requested pursuant to legal authority contained in the United States Code, Title 42, Section 405(c)(2)(c)(i), Internal Revenue Code of 1986, Section 6109(a), Treasury Regulation Section 1.529-4(b) and (c) and Proposed Treasury Regulation Section 1.529-4(b) and (c). Your Social Security Number or Taxpayer Identification Number will be used to verify your identity, as an identifier for your Account in the Plan so that all necessary data is accurately recorded, and for federal and state tax administration purposes. Your Beneficiary's Social Security Number or Taxpayer Identification Number will be used for federal and state tax administration purposes and will be provided to any Eligible Educational Institution that receives a direct distribution of a payment of Qualified Higher Education Expenses for the Beneficiary, so that the institution can verify your Beneficiary's identity.

Pursuant to Minnesota Statutes, Section 13.02, subdivision 12 and Section 13.04, subdivision 2, you are hereby informed that the information supplied on this form is defined as private data on individuals (except for the names and addresses of Beneficiaries who receive matching grants under the Plan, as such information is public) and may not be disclosed to third parties without the informed consent of the person to whom it pertains, unless the information is authorized or required to be disclosed by Minnesota state law, or other state or federal law. The purpose of requesting the information on this form is to establish and administer a qualified tuition savings Account in the Plan according to the guidelines established under Section 529 of the Internal Revenue Code and by the State of Minnesota in Minnesota Statutes, Section 136A.241, et seq. Failure to provide the information requested on this form will prevent your participation in the Plan. In order to establish and maintain a tuition savings Account in the Plan for you, the information on this form may be shared with other public and private individuals and entities for that sole purpose. Neither the Minnesota Higher Education Services Office nor the Minnesota State Board of Investment discriminate on the basis of disability in the admission or access to, or treatment or employment in, their programs or activities.

V. INFORMATION ABOUT TIAA-CREF PRODUCTS

- Yes, I want to receive information or materials about TIAA-CREF products.

VI. AGREEMENTS, REPRESENTATIONS AND WARRANTIES OF THE ACCOUNT OWNER

A. Agreements, Representations and Warranties of the Account Owner. I hereby agree with, and represent and warrant to the State of Minnesota as follows:

1. I have received, read and understand the Disclosure Booklet as currently in effect. I have been given the opportunity to obtain answers to all my questions concerning the Plan, my Account and this Agreement. In making a decision to open an Account and enter into this Agreement, I have not relied upon any representations or other information, whether oral or written, other than as set forth in the Disclosure Booklet and this Agreement. I understand that this Agreement shall become effective upon the opening of the Account on the records of the Plan Manager.
2. I certify that I am opening this Account to provide funds for the Qualified Higher Education Expenses of the Beneficiary of the Account. I understand that pursuant to federal and Minnesota law, any contribution, or portion of a contribution, made by me for a Beneficiary will be rejected and returned to the extent that the amount of the contribution would cause the total account balance for the Accounts of that Beneficiary to exceed the current Maximum Account Balance Limit of \$122,484 (subject to change).
3. I recognize that the investment of contributions and investment returns in my Account involves certain risks, and I have taken into consideration and understand the risk factors relating to these investments, including, but not limited to, those set forth in the Disclosure Booklet. I understand that neither I nor my Beneficiary is or will be permitted to exercise any investment direction over my Account, either directly or indirectly, other than my selection and potential later changes to the Investment Option elections for my Account.
4. I understand that contributions allocated to the Guaranteed Option will be paid by the Plan to TIAA-CREF Life Insurance Company ("TIAA-CREF Life") pursuant to a funding agreement (the "Funding Agreement") that guarantees to the Plan a return of principal and a minimum rate of return of 3% per annum, with the possibility of additional returns as may be declared in advance by TIAA-CREF Life for a period of up to twelve months. I understand that any declared rate of such additional returns is not guaranteed for a period of greater than twelve months. I also understand that the Funding Agreement provides this guarantee to the Plan for the benefit of Account Owners who have selected the Guaranteed Option, but the guarantee is not made directly to Account Owners. I acknowledge that neither the Guaranteed Option nor any Account in the Plan invested in this option is an investment or security guaranteed to an Account Owner by the State of Minnesota, the Higher Education Services Office, the State Board of Investment, TIAA-CREF Life or any other person or entity. I understand that the Funding Agreement is issued to the Plan and is not guaranteed or insured by any person or entity other than TIAA-CREF Life.

5. With respect to each Investment Option, I understand and acknowledge that neither contributions nor investment returns allocated to my Account are guaranteed or insured by any person or entity, including but not limited to the State of Minnesota, the Higher Education Services Office, the State Board of Investment, TFI and its subcontractors and affiliates, any vendors, contractors, investment advisors, or investment managers selected or approved by the Higher Education Services Office or any agents, representatives or successors of the foregoing. I understand that there is no guarantee that the Plan's investment objective will be achieved.
 6. I understand and acknowledge that I have not been advised by the Plan Manager, the State of Minnesota, the Higher Education Services Office, the State Board of Investment, TFI or its affiliates to invest, or to refrain from investing, in a particular Investment Option.
 7. I understand and acknowledge that with respect to each Investment Option in the Plan, there is no guarantee or commitment whatsoever from the State of Minnesota or any other person or entity that: (i) actual Qualified Higher Education Expenses will be equal to projections and estimates provided by the Plan; (ii) the Beneficiary of my Account will be admitted to any institution (including any Eligible Education Institution); (iii) upon admission to an institution, the Beneficiary will be permitted to continue to attend; (iv) the Beneficiary will graduate or receive a degree from any institution; (v) upon admission to an institution, state residency will be created for tuition, tax, financial aid eligibility or any other purpose for the Beneficiary; or (vi) contributions and investment returns in my Account, even if the Maximum Account Balance Limit for my Beneficiary is met, will be sufficient to cover the Qualified Higher Education Expenses of the Beneficiary.
 8. I understand that TFI will not necessarily continue as the Plan Manager for the entire period my Account is open. I acknowledge that if this occurs, or even if it does not occur, there is no assurance that the terms and conditions of the current Participation Agreement would continue without material change, and that there are, accordingly, various potential consequences I should take into consideration as discussed in the Disclosure Booklet, including (i) changes in the Plan Manager and its subcontractors and affiliates; (ii) changes in the current Management Fee; and (iii) if TFI ceases to be Plan Manager, that I may have to open a new Account with the successor Plan Manager in order to make future contributions on behalf of the Beneficiary of the Account hereby established.
 9. I understand that an annual Management Fee of 0.65% (less than 1%) of the average daily net assets of the Plan will be assessed on every Account in the Plan including my Account, and paid to TFI. I further understand that this Management Fee could change under certain circumstances as described in the Disclosure Booklet.
 10. I acknowledge that my Account will be considered dormant if: (i) I fail to make contributions to my Account for at least three consecutive years; and (ii) Account statements mailed to me are returned as undeliverable. I understand that a fee of 5% of my Account balance (not to exceed \$100), plus allowable costs, may be assessed against my Account to cover the Plan Manager's efforts to locate me, my legal heirs or the Account beneficiary. I also understand that if these efforts are unsuccessful, all remaining funds in my dormant Account will be remitted to the State of Minnesota agency in charge of abandoned funds.
 11. I understand that my Account may be considered inactive if: (i) the Account Beneficiary has not informed the Plan Manager of enrollment in an Eligible Educational Institution on or before reaching the age of twenty-eight; (ii) the Account Beneficiary does not begin attendance at an Eligible Educational Institution within one year of notice by the Plan Manager of pending inactive Account status; and (iii) I have not obtained a deferment of the inactive status of my Account. (I also understand that if I designate myself as the Beneficiary of my Account and I am 18 years or older when I open the Account, I must inform the Plan Manager of enrollment in an Eligible Educational Institution within 10 years of the date I opened the Account.) I acknowledge that if my Account is determined to be inactive, all matching grants, together with corresponding earnings, if any, that would otherwise be distributed to pay the Account Beneficiary's Qualified Higher Education Expenses shall be returned to the Higher Education Services Office and will no longer be available for such distribution.
 12. I acknowledge that my Account cannot be used by me or my Beneficiary as security for a loan.
 13. (The following sentence is applicable to individuals executing this Agreement in a representative or fiduciary capacity.) I have full power and authority to enter into and perform this Agreement on behalf of the individual named above as Account Owner.
- B. Penalties and Fees. I understand and agree that I will be penalized for making Non-Qualified Withdrawals and that (i) until December 31, 2001, the Non-Qualified Withdrawal Penalty is 10% of the amount of the earnings included within a Non-Qualified Withdrawal and the amount of the Penalty will reduce the amount of the Non-Qualified Withdrawal that I would receive, and (ii) on and after January 1, 2002, the Non-Qualified Withdrawal Penalty is replaced with an Additional Tax of 10% of the earnings portion of a Non-Qualified Withdrawal, and (iii) I acknowledge that the rate of this Penalty or the Additional Tax, as the case may be, may be changed and that the Management Fee is also subject to change. In addition, I acknowledge and agree that I may be subject to other fees, charges or penalties in the future, as explained in the Disclosure Booklet.
- C. Limitations On Certain Distributions from Account. I acknowledge that if I change the Account Owner for my Account or change my mailing address, and fail to provide a signature guarantee of my signature on the request form, no distributions can be made from my Account within 30 days after receipt by the Plan Manager of the request form. I understand that I cannot withdraw a contribution for 10 days after receipt by the Plan Manager of that contribution.
- D. Necessity of Qualification. I understand that the Plan is intended to be a "qualified tuition program" under Section 529 of the Internal Revenue Code and to receive favorable Minnesota state tax treatment under Minnesota state law. I agree that the State of Minnesota may make changes to the Plan, this Agreement and the Disclosure Booklet at any time if it is determined that such changes are necessary for the continuation of the federal income tax treatment provided by Section 529 or the favorable Minnesota state tax treatment provided by Minnesota state law, or any similar successor legislation.
- E. Statutes and Regulations; Amendment. The Account and this Agreement are subject to, and incorporate by reference, any operating procedures and policies adopted for the Plan by the State Board of Investment or the Higher Education Services Office, the statutes governing the Plan codified as Minnesota Statutes 136A.241, et seq., and any amendments thereto and any regulations thereunder. Any amendments to statutes and regulations shall amend automatically this Agreement, and any amendments to operating procedures and policies shall amend this Agreement within 30 days after adoption by the State Board of Investment or the Higher Education Services Office.
- F. Indemnity. I understand that the establishment of my Account will be based upon my agreements, representations and warranties set forth in this Agreement. I agree to indemnify and hold harmless the State of Minnesota and its agencies, TFI and its subcontractors and affiliates, any vendors, contractors, investment advisors or investment managers that may render services to the Plan, and any agents, representatives, or successors of any of the foregoing, from and against any and all loss, damage, liability or expense, including reasonable attorneys' fees, that any of them may incur by reason of, or in connection with, any misstatement or misrepresentation made by me herein or otherwise with respect to my Account, and any breach by me of any of the agreements, representations or warranties contained in this Agreement. All of my agreements, representations and warranties shall survive the termination of this Agreement.
- G. Binding Nature; Third-Party Beneficiary. This Agreement shall survive my death and shall be binding upon my personal representatives, heirs, successors and assigns. The Plan Manager is a third-party beneficiary of my agreements, representations and warranties in this Agreement.
- H. Termination. The Program may be suspended or terminated, but except as permissible under applicable law, my Account may not thereby be diverted from my exclusive benefit.
- I. Governing Law. This Agreement is governed by Minnesota law.

- J. Matching Grants. I acknowledge that this Agreement is not an application for a matching grant from the State of Minnesota with respect to my Account in the Plan. I further acknowledge that: (i) I understand and agree that an application for a matching grant, as described in the Disclosure Booklet, is made directly to the State of Minnesota on a separate form approved by the Higher Education Services Office; (ii) I understand and agree that my Beneficiary is not guaranteed an annual matching grant by the State of Minnesota or any agency thereof; and, (iii) I understand and agree that TFI is not responsible nor liable for any matching grant decisions made by the State of Minnesota.

VII. SIGNATURE

In executing this Participation Agreement, I hereby certify that all of the information contained herein is, and that all future information provided by me with respect to my Account and the Plan will be, true, complete and correct, and I authorize TIAA-CREF Tuition Financing, Inc. to open and maintain an Account based on this information.

I also certify that I have read, understand and agree to the terms of this Agreement and the accompanying Disclosure Booklet.

Signature

Date

Mailing Address:

Minnesota College Savings Plan
P.O. Box 64028
St. Paul, MN 55164-0028

Program sponsored by
Minnesota Higher Education
Services Office.



Investment Management/
Program Administration
by
TIAA-CREF
Tuition Financing, Inc.

