



Coverdell Education Savings Account Administration Form

Use this form to:

- Transfer an existing Invesco Coverdell Education Savings Account (Coverdell ESA) to a new designated beneficiary. *(Complete sections 1-2, 6.)*
- Replace the responsible individual on an existing Invesco Coverdell ESA. *(Complete sections 1, 3, 4, 6.)*
- Change the death beneficiary on an existing Invesco Coverdell ESA. *(Complete sections 1, 5-6.)*

PLEASE USE BLUE OR BLACK INK

PLEASE PRINT CLEARLY IN BLOCK CAPITAL LETTERS

1 | Account Information

A. Designated Beneficiary

Social Security Number *(Required)*

Date of Birth (mm/dd/yyyy)

Full Name *(Please print name as it appears on account.)*

Invesco Account Number

B. Responsible Individual

Full Name *(Please print name as it appears on account.)*

Primary Phone Number

Email Address

2 | Transfer Coverdell ESA to a new Designated Beneficiary *(Complete A, B and C. Signature guarantee required.)*

The new designated beneficiary must be a member of the family of the existing designated beneficiary and under age 30 (as defined by IRS Code Section 529(c)(2)). A designated beneficiary with special needs is exempt from the age requirement.

A. New Designated Beneficiary's Information:

Full Name *(Please print)*

Social Security Number *(Required)*

Date of Birth (mm/dd/yyyy) *(Required)*

B. Transfer Instructions: *(Select one.)*

- Transfer the entire account.
- Transfer the following dollar amount \$, . equally from all funds.
- Transfer from specific fund(s) - Please indicate the fund(s) and amounts below.

Fund Number	Fund Name	Percentage	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> or \$	<input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> or \$	<input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> or \$	<input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/>

C. Transfer into an Invesco account: *(Select one.)*

- Transfer the proceeds into a new Invesco Coverdell ESA. *(Please complete and attach the Invesco Coverdell Education Savings Account Application. Your fund selection will remain the same.)*
- Transfer the proceeds into an existing Invesco Coverdell ESA. *(Fund selections will remain the same.)*

Invesco Account Number

3 | Replace Responsible Individual**Important:**

- A medallion signature guarantee is required in section 6. If you are unable to obtain a medallion signature guarantee, please see the Additional Information section at the end of this form for alternative requirements.
- Bank instructions, if any, will remain on the account. If you wish to add new bank instructions and/or systematic payments, please attach a completed Account Options Form.

Type of change: *(Select one.)*

- Replace living responsible individual.
- Replace deceased responsible individual.
- Designated beneficiary has reached the age of majority by state law and will assume the role of the responsible individual.

Full Name

Relationship to Designated Beneficiary

Social Security Number *(Required)*Date of Birth *(Required)* (mm/dd/yyyy)Mailing Address *(Account statements and confirmations will be mailed to this address.)*

City

State

ZIP

Primary Phone Number

Email Address

Residential Address *(Required if different than your mailing address or if a P.O. Box address was given above.)*

City

State

ZIP

eDelivery

Receive statements, confirmations, account correspondence, shareholder reports, news and updates, and tax forms online instead of by U.S. mail.

By providing my email address above, I consent to eDelivery unless indicated here.

- I do not want eDelivery.

If consenting to eDelivery, please indicate items you would like to receive online *(Invesco Investment Services, Inc. (IIS) will default to ALL if no selections are made):*

- Quarterly and annual statements
- Transaction confirmations and account correspondence
- Prospectuses, annual and semi-annual reports
- News and updates
- Tax forms

Important Note: You will receive an email from IIS asking you to confirm and complete your enrollment for eDelivery of tax forms. eDelivery of tax forms will not commence until you respond to the email. For more information on eDelivery consent, please see the Additional Information section at the end of the form.

4 | Financial Advisor/Dealer Information (To be completed by your financial advisor.)

Important: If no financial advisor/dealer is chosen or if information is missing or incomplete, the existing financial advisor/dealer, if any, will remain on the account.

Name of Firm Branch Number

Financial Advisor's Name Financial Advisor's Rep ID

Financial Advisor's Branch Address Financial Advisor's Phone Number

City State ZIP

We authorize IIS, as designated by Invesco Trust Company (ITC), to act as our agent in connection with transactions authorized by the account application and agree to notify IIS of any purchase made under a letter of intent or rights of accumulation.

Authorized Signature of Dealer/Home Office Invesco Dealer Number

5 | Change of Death Beneficiary (Signature guarantee is not required.)

Please provide the primary death beneficiary's information below. If you have additional beneficiaries, please attach a separate page including all of the information requested in this section and whether the beneficiaries are primary or contingent. If no percentage is provided, IIS will distribute any remaining assets to the primary death beneficiaries in equal amounts.

Primary Beneficiary

Full Name Percentage %

SSN or TIN (Required) Date of Birth (mm/dd/yyyy)

6 | Authorization and Signature (Please sign and date below.)

I affirm that the information given is true and correct. I authorize and direct IIS to complete the request as indicated above.

Authorization to Transfer Coverdell ESA to New Designated Beneficiary

I have read and agree to the information listed in section 2. I authorize IIS to transfer amounts indicated pursuant to the terms of the Custodial Agreement and Disclosure Statement.

Authorization to Change Death Beneficiary

I have read and agree to the information listed in section 5 and I designate the death beneficiary(ies) to receive any assets remaining in this Account. I further understand that IIS will not maintain a death beneficiary designation that is conditional upon the occurrence of a specific event other than what is detailed in the Custodial Agreement and Disclosure Statement, and that upon receipt by IIS, this designation supersedes and revokes in entirety any existing death beneficiary designation on file with IIS.

Authorization to Replace Responsible Individual

Current Responsible Individual Authorization: (Not required if current responsible individual is deceased or unable to act.)

- I have read and understand the foregoing appointment of the new responsible individual.
- I certify that the information which I have provided and the information which is included within the appointment of new responsible individual is true and accurate.

New Responsible Individual Authorization:

- If I am not the designated beneficiary who has reached the age of majority, I am a parent or legal guardian of the designated beneficiary and am the individual that will control all decisions regarding the Account (with the exception of directing the initial investment) for the benefit of the designated beneficiary.

- If I am the designated beneficiary who has reached the age of majority, I understand that I will become both the responsible individual and the designated beneficiary, and under penalties of perjury, I certify that I am the beneficial owner of the account indicated in section 1 and I have reached the legal age of majority designated under my state of residence.
- I affirm I have received and read the fund prospectus(es) and agree to the terms set forth therein. I certify that the information I have provided is true and accurate, including, but not limited to, the representation contained in the Request for Taxpayer Identification Number section below. I certify that I am qualified to assume the responsibilities of the Responsible Individual as set forth in the Invesco Coverdell ESA agreement.
- I understand and agree that the custodian may amend the Custodial Agreement by providing me written notice of any such amendment and that the mutual funds in which I invest may and will amend their prospectuses from time to time.
- I consent to the custodial fees specified, and I understand that a \$15 maintenance fee will be deducted annually from my account if the balance of the account is less than \$50,000 on the day the fee is assessed.

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER (Substitute Form W-9)

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) **and**
2. I am not subject to backup withholding because **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien), **and**
4. I am exempt from FATCA reporting.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

I understand that if section 4 is blank or incomplete, and there is currently no financial advisor/dealer on the account, the account may be established without a financial advisor/dealer, and the Custodian and its affiliates shall not give tax or investment advice. **I agree to indemnify and hold harmless IIS, its affiliates, each of their respective employees, officers, trustees, or directors, and each of the Invesco Funds from and against any and all claims, losses, liabilities, damages and expenses that may be incurred by reason of your actions taken in accordance with the instructions set forth herein.**

Signature of Current Responsible Individual

Date (mm/dd/yyyy)

X

Signature of New Responsible Individual (If applicable)

Date (mm/dd/yyyy)

X

Signature Guarantee: (Please place signature guarantee stamp below.)

Each signature must be guaranteed by a bank, broker-dealer, savings and loan association, credit union, national securities exchange or any other "eligible guarantor institution" as defined in rules adopted by the Securities and Exchange Commission. Signatures may also be guaranteed with a medallion stamp of the STAMP program or the NYSE Medallion Signature Program, provided that the amount of the transaction does not exceed the relevant surety coverage of the medallion. **A signature guarantee may NOT be obtained through a notary public.**

Note: Endorsement guarantee is not acceptable.

7 | Mailing Instructions

Please send completed and signed form to:

(Direct Mail)

Invesco Investment Services, Inc.
P.O. Box 219078
Kansas City, MO 64121-9078

(Overnight Mail)

Invesco Investment Services, Inc.
c/o DST Systems, Inc.
430 W. 7th Street
Kansas City, MO 64105-1407

For additional assistance please contact an Invesco Client Services representative at 800 959 4246, weekdays, 7 a.m. to 6 p.m. Central Time.

Visit our website at invesco.com/us to:

- Check your account balance
- Confirm transaction history
- View account statements and tax forms
- Sign up for eDelivery of statements, daily transaction statements, tax forms, prospectuses, and reports
- Check the current fund price, yield and total return on any fund
- Process transactions
- Retrieve account forms and investor education materials

Call the 24-Hour Automated Investor Line 800 246 5463 to:

- Obtain fund prices
- Confirm your last three transactions
- Order a recent account statement(s)
- Check your account balance
- Process transactions

To use the system, please have your account numbers and Social Security number available.

Additional Information**Important**

Federal law mandates that all financial institutions obtain, verify and record information identifying each person who opens a new account. Please verify the following information is accurate: name, Social Security number, date of birth and physical residential address. If you fail to provide the requested information and/or if any of the information cannot be confirmed, Invesco reserves the right to redeem the account. All information provided is kept confidential as detailed in the Invesco Privacy Policy, which is located at the end of this form.

Alternative Requirements for a Medallion Signature Guarantee

If you are not able to obtain a medallion signature guarantee, a signature guarantee is required in section 6 of this form along with some of the following additional documentation (*as applicable*):

- A **certified copy** of the death certificate for the deceased responsible individual must be provided if the successor responsible individual is the designated beneficiary's parent.
- A **certified copy** of the letter of appointment of a successor responsible individual must be provided if the successor responsible individual is not the designated beneficiary's parent or the living responsible individual is unable to act.
- A designated beneficiary who has reached the age of majority and will assume the role of responsible individual must provide a **certified copy** of his or her birth certificate.

eDelivery Consent

Sign up to receive notice by email that shareholder and fund information is available online. By providing an email address you consent to receiving electronic documents and notices rather than receiving paper documents by US mail. Electronic documents and other communications may be delivered by email or an email message containing a link to an internet address or website where the document is posted and from which it can be read or printed. Documents delivered electronically include, but are not limited to, summary prospectuses, prospectus supplements, annual and semi-annual shareholder reports, proxy materials, account statements, transaction confirmations, privacy notices, and other notices and documentation in electronic format when available. By providing your email address, you also consent to receive any additional documents capable of electronic delivery in the future.

To receive email alerts, your computer must be capable of reading PDF files. If you have an application installed that enables you to view PDF documents, you may proceed with eDelivery. If you do not, download Adobe® Reader®. You should also refer to Adobe® Reader® for system requirements necessary to access these documents. If you are unable to download Adobe® Reader® or view PDF documents, do not sign up for eDelivery.

Important Information Regarding Electronic Delivery

You, or if you act on behalf of an entity, the Trustees/Authorized Signers confirm that the authorized persons have internet access, access to Adobe® Reader® and an active email account to receive information electronically.

While Invesco does not charge you for electronic delivery, your internet provider may charge you for internet access. Also, please be aware that your internet service provider may occasionally experience system failures in which case hyperlinks to documents may not function properly.

If any electronic message is returned to us, we will resume sending you documents by US mail and request that you send us an updated email address.

If you use spam-blocking software, please update your settings to receive email from us.

Once you consent to receipt of documents by electronic delivery, you will need to notify us in writing or modify your preferences in your online profile of any intent to revoke your consent to receive documents by electronic delivery.

This consent will remain in effect until revoked. The authorized persons may revoke this consent and/or request paper copies of documents delivered electronically at no additional charge. Please contact an Invesco Client Services representative at 800 959 4246, weekdays, 7 a.m. to 6 p.m. Central Time if you wish to revoke your consent or otherwise wish to receive a paper copy of any documents referenced in this consent.

Depending on when you request eDelivery of statements, you may receive your next statement via US mail. You will receive email notification for all subsequent statements. If other shareholders in your household do not sign up for eDelivery, you may continue to receive these materials via US mail. You may update your email address, change your eDelivery selections, or cancel this service at any time by visiting our website or calling Invesco.

Important Notice Regarding Delivery of Security Holder Documents

To reduce Fund expenses, only one copy of most shareholder documents may be mailed to shareholders with multiple accounts at the same address (Householding). Mailing of your shareholder documents may be househanded indefinitely unless you instruct us otherwise. If you do not want the mailing of these documents to be combined with those for other members of your household, please contact Invesco or your financial advisor. We will begin sending you individual copies for each account within 30 days after receiving your request.

Unclaimed Property Notice

Please note that your property may be transferred to the appropriate state's unclaimed property administrator if no activity occurs in the account within the time period specified by state law.



FACTS

WHAT DOES INVESCO DO WITH YOUR PERSONAL INFORMATION? *

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Transaction history and investment experience
- Investment experience and assets

When you are *no longer* our customer, we continue to share information about you according to our policies.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Invesco chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Invesco share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	No	We do not share
For joint marketing with other financial companies	No	We do not share
For our affiliates' everyday business purposes— information about your transactions and experiences	No	We do not share
For our affiliates' everyday business purposes— information about your credit worthiness	No	We do not share
For our affiliates to market to you	No	We do not share
For non-affiliates to market to you	No	We do not share

Questions?

Call 1-800-959-4246 (toll free).

* This privacy notice applies to individuals who obtain or have obtained a financial product or service from the Invesco family of companies. For a complete list of Invesco entities, please see the section titled "Who is providing this notice" on page 2.

Who we are	
Who is providing this notice?	Invesco Advisers, Inc., Invesco Private Capital, Inc., Invesco Senior Secured Management, Inc., WL Ross & Co. LLC, Invesco Distributors, Inc. and the Invesco family of mutual funds.
What we do	
How does Invesco protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Invesco collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ▪ Open an account or give us your contact information ▪ Make deposits or withdrawals from your account or give us your income information ▪ Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ▪ Sharing for affiliates' everyday business purposes—information about your creditworthiness ▪ Affiliates from using your information to market to you ▪ Sharing for nonaffiliates to market to you
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <p><i>Invesco does not share with our affiliates so that they can market to you.</i></p>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <p><i>Invesco does not share with non-affiliates so that they can market to you.</i></p>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <p><i>Invesco doesn't jointly market.</i></p>

Coverdell Education Savings Custodial Account

(Under Section 530 of the Internal Revenue Code)

Article I

The custodian may accept additional cash contributions provided the designated beneficiary has not attained the age of 18 as of the date of such contributions are made. Contributions by an individual contributor may be made for the tax year of the designated beneficiary by the due date of the beneficiary's tax return for that year (excluding extensions). Total contributions that are not rollover contributions described in section 530(d)(5) are limited to \$2,000 for the tax year. In the case of an individual contributor, the \$2,000 limitation for any year is phased out between modified adjusted gross income (AGI) of \$95,000 and \$110,000. For married individuals filing jointly, the phase-out occurs between modified AGI of \$190,000 and \$220,000. Modified AGI is defined in section 530(c)(2).

Article II

No part of the custodial account funds may be invested in life insurance contracts, nor may the assets of the custodial account be commingled with other property except in a common trust fund or a common investment fund (within the meaning of section 530(b)(1)(D)).

Article III

1. Any balance of the credit of the designated beneficiary on the date on which he or she attains age 30 shall be distributed to him or her within 30 days of such date.
2. Any balance to the credit of the designated beneficiary shall be distributed within 30 days of his or her death unless the designated death beneficiary is a family member of the designated beneficiary and is under the age of 30 on the date of death. In such case, that family member shall become the designated beneficiary as of the date of death.

Article IV

The depositor shall have the power to direct the custodian regarding the investment of the above-listed amount assigned to the custodial account (including earnings thereon) in the investment choices offered by the custodian. The responsible individual, however, shall have the power to redirect the custodian regarding the investment of such amounts, as well as the power to direct the custodian regarding the investment of all additional contributions (including earnings thereon) to the custodial account. In the event that the responsible individual does not direct the custodian regarding the investment of additional contributions (including earnings thereon), the initial investment direction of the depositor shall govern all additional contributions made to the custodial account until such time as the responsible individual otherwise directs the custodian. Unless otherwise provided in this agreement, the responsible individual also shall have the power to direct the custodian regarding the administration, management, and distribution of the account.

Article V

The "responsible individual" named by the depositor shall be a parent or guardian of the designated beneficiary. The custodial account shall have only one responsible individual at any time. If the responsible individual becomes incapacitated or dies while the designated beneficiary is a minor under state law, the successor responsible individual shall be the person named to succeed in that capacity by the preceding responsible individual in a witnessed writing or, if no successor is so named, the successor responsible individual shall be the designated beneficiary's other parent or successor guardian. At the time that the designated beneficiary attains the age of majority under state law, the designated beneficiary becomes the responsible individual. If a family member under the age of majority under state law becomes the designated beneficiary by reason of being a named death beneficiary, the responsible individual shall be such designated beneficiary's parent or guardian.

If the responsible individual becomes incapacitated or dies after the designated beneficiary reaches the age of majority under state law, the designated beneficiary shall become the responsible individual.

Article VI

The responsible individual may change the beneficiary designated under this agreement to another member of the designated beneficiary's family described in section 529(e)(2) in accordance with the custodian's procedures.

Article VII

1. The depositor agrees to provide the custodian with all information necessary to prepare any reports required by section 530(h).
2. The custodian agrees to submit to the Internal Revenue Service (IRS) and responsible individual the reports prescribed by the IRS.

Article VIII

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through III will be controlling. Any additional articles inconsistent with section 530 and the related regulations will be invalid.

Article IX

This agreement will be amended as necessary to comply with the provisions of the Code and the related regulations. Other amendments may be made with the consent of the depositor and the custodian as defined in the Invesco Coverdell Education Savings Account Additional Provisions.

Article X

The *Invesco Coverdell Education Savings Account Additional Provisions* also apply and are incorporated herein by reference for all purposes.

General Instructions –Section references are to the Internal Revenue Code unless otherwise noted.

What's New

Military death gratuity. Families of soldiers who receive military death benefits may contribute, subject to certain limitations, up to 100 percent of such benefits into an educational savings account. Publication 970, Tax Benefits for Education, explains the rules for rolling over the military death gratuity and lists eligible family members.

Purpose of Form - Form 5305-EA is a model custodial account agreement that meets the requirements of section 530(b)(1) and has been pre-approved by the IRS. A Coverdell education savings account (ESA) is established after the form is fully executed by both the depositor and the custodian. This account must be created in the United States for the exclusive purpose of paying the qualified elementary, secondary, and higher education expenses of the designated beneficiary.

If the model account is a trust account, see Form 5305-E, Coverdell Education Savings Trust Account.

Do not file Form 5305-EA with the IRS. Instead, the depositor must keep the completed form in its records.

Definitions

Custodian. The Custodian must be a bank or savings and loan association, as defined in section 408(n), or any person who has the approval of the IRS to act as custodian. Any person who may serve as a custodian of a traditional IRA may serve as the custodian of a Coverdell ESA.

Depositor. The depositor is the person who establishes the custodial account.

Designated Beneficiary. The designated beneficiary is the individual on whose behalf the custodial account has been established.

Family member. Family members of the designated beneficiary include his or her spouse, child, grandchild, sibling, parent, niece or nephew, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, or sister-in-law, and the spouse of any such individual. A first cousin, but not his or her spouse, is also a "family member."

Responsible Individual. The responsible individual, generally, is a parent or guardian of the designated beneficiary. However, under certain circumstances, the responsible individual may be the designated beneficiary.

Identifying Number. The depositor's and designated beneficiary's social security number will serve as their identifying numbers. If the depositor is a nonresident alien and does not have an identification number, write "Foreign" in the block where the number is requested. The designated beneficiary's social security number is the identification number of his or her Coverdell ESA. If the designated beneficiary is a nonresident alien, the designated beneficiary's individual taxpayer identification number is the identification number of his or her Coverdell ESA. An employer identification number (EIN) is required only for a Coverdell ESA for which a return is filed to report unrelated business income. An EIN is required for a common fund created for Coverdell ESAs.

Specific Instructions

Note: The age limitation restricting contributions, distributions, rollover contributions, and change of beneficiary are waived for a designated beneficiary with special needs.

Article X. Article X and any that follow may incorporate additional provisions that are agreed to by the depositor and custodian to complete the agreement. They may include, for example, provisions relating to: definitions, investment powers, voting rights, exculpatory provisions, amendment and termination, removal of the custodian, custodian's fees, state law requirements, treatment of excess contributions, and prohibited transactions with the depositor, designated beneficiary, or responsible individual, etc. Attach additional pages as necessary.

Optional provisions in Article V and Article VI. Form 5305-EA may be reproduced in a manner that provides only those optional provisions offered by the custodian.



Invesco Coverdell Education Savings Account Additional Provisions

1 | Definitions

"Account" The Depositor is establishing a Coverdell Education Savings Account (Coverdell ESA) under section 530 of the Internal Revenue Code of 1986, as amended (the "Code"), to provide the qualified education expenses of a Designated Beneficiary and for the support of his or her beneficiary after death.

"Contributor" A Contributor is any individual or entity, including the Depositor, the Responsible Individual, or the Designated Beneficiary, that is eligible to contribute to the Account.

"Custodian" means Invesco Trust Company (ITC). The Custodian must be a bank or savings and loan association, as defined in section 408(n), or any person who has the approval of the IRS to act as Custodian. The Custodian shall be an agent for the Responsible Individual to perform the duties conferred on it by the Responsible Individual. The parties do not intend to confer any fiduciary duties on the Custodian, and none shall be implied. The Custodian shall not give tax advice, investment advice, or determine whether or not the Coverdell ESA is appropriate for the Designated Beneficiary.

"Depositor" The Depositor is the initial Contributor who establishes the Coverdell ESA by executing the Invesco Coverdell Education Savings Account Application and who contributes the initial contribution. Subsequent contributions to the account may be made by the original Depositor or by other eligible Contributors. The Depositor may also be the Designated Beneficiary and/or the Responsible Individual.

"Designated Beneficiary" The Designated Beneficiary is the individual for whose benefit the Coverdell ESA is established. Except for "special needs designated beneficiaries", no contribution can be made after the Designated Beneficiary's 18th birthday. The Designated Beneficiary may also be the Depositor and/or Responsible Individual.

"Invesco Fund(s)" means any of the regulated investment companies within the meaning of Section 851(a) of the Code ("mutual funds") which are advised by Invesco Advisers, Inc., or its affiliates, and which are designated by the Sponsor, in its sole discretion, as eligible for investment hereunder.

"Responsible Individual" The Responsible Individual is the individual who generally controls all decisions regarding the account, including authorizing payments from the Account. There can be only one Responsible Individual at any time and generally must be a parent or legal guardian of the Designated Beneficiary. However, the Designated Beneficiary may become his or her own Responsible Individual upon reaching the age of majority under state law and upon providing written notice to the Custodian in a form and manner acceptable to the Custodian. The Responsible Individual may also be the Depositor.

"Service Agent" means such person or entity as may be designated by the Custodian from time to time with the prior approval of the Sponsor to perform any of the Custodian's administrative duties, except that the Invesco Fund shares held in the Account must be registered in the name of the Custodian or its nominee. No such delegation or subsequent change therein shall be considered an amendment to this Agreement. The Service Agent shall not give tax advice, investment advice, or determine whether or not the Coverdell ESA is appropriate for the Designated Beneficiary.

"Sponsor" means Invesco Distributors, Inc. or any successor thereto. The Sponsor shall not give tax advice, investment advice, or determine whether or not the Coverdell ESA is appropriate for the Designated Beneficiary.

2 | Rights and Responsibilities of Depositor, Responsible Individual and Designated Beneficiary

After making a contribution to the Account for the benefit of the Designated Beneficiary and specifying the initial investment elections, all the rights and responsibilities for the Account shall irrevocably and effectively belong to the Designated Beneficiary, and the Depositor shall have no such rights or obligations (unless Depositor and Designated Beneficiary or Responsible Individual are the same person). The Depositor must sign the Account application, and for purposes of maintaining the Account, the Responsible Individual must execute all forms, applications, and other documents on behalf of any Designated Beneficiary who has not yet attained the age of majority under the laws of the Designated Beneficiary's state of residence. Any right, responsibility, authority, or requirement given to the Designated Beneficiary under this Agreement shall be exercised or carried out by the Responsible Individual on behalf of any

Designated Beneficiary who has not yet attained the age of majority. Upon attainment of the age of majority under the laws of the Designated Beneficiary's state of residence, the Designated Beneficiary may advise the Custodian in writing (accompanied by such documentation as the Custodian may require) that he or she is assuming sole responsibility to exercise all rights, responsibilities, authorities, or requirements associated with the Account. Upon receipt of such notice in a form and manner acceptable to the Custodian, the Custodian will deal solely with the Designated Beneficiary as the Responsible Individual. (Absent such written notice by the Designated Beneficiary, the Custodian shall be under no obligation to acknowledge Designated Beneficiary's right to exercise such powers and authority and may continue to rely on the named Responsible Individual to exercise such powers and authority.)

3 | Contributions

- (a) All contributions made under this Agreement, other than rollover contributions permitted to be made in kind, shall be deposited in the form of cash and shall be made to the Custodian in accordance with such rules as the Custodian may establish. Any contribution so made with respect to a tax year of the Contributor shall be made prior to the due date of the Contributor's tax return (not including extensions) and unless otherwise indicated in writing by the Contributor, be credited to the tax year in which it is received by the Custodian.
- (b) The Custodian shall have the right to receive rollover contributions as described in the Code. If any property is so transferred to it as a rollover contribution, the Responsible Individual is instructing the Custodian to sell such property and reinvest the proceeds less any expenses, fees or commissions, as provided below. The Custodian reserves the right to refuse to accept any property which is not in the form of cash. Any amounts received by the Custodian under this paragraph shall be accompanied by such records and other documents as the Custodian deems necessary to establish the nature, value and extent of the assets, and of the various interests therein.

4 | Investment Instructions

- (a) All assets in the Account shall be invested in accordance with the Responsible Individual's instructions in the shares of one or more Invesco Fund(s) as the Responsible Individual may specify from time to time. If the Account is registered with a financial advisor that serves as the dealer of record on the Account, the Custodian may act on investment instructions provided by such financial advisor as if they had been provided directly by the Responsible Individual or Contributor. These instructions may relate to current contributions or to amounts previously contributed (including earnings thereon) or to both.
 - (1) If the Depositor sends a contribution to the Custodian for a new Account without investment instructions, the Depositor is instructing the Custodian to invest such amounts in Invesco Government Money Market Fund - Cash Reserve Shares. If an Invesco Fund name is specified but no class of shares is specified by the Depositor, the Depositor is instructing the Custodian to invest the contribution in Class A shares.
 - (2) If the Responsible Individual or Contributor sends a subsequent contribution to the Custodian for an existing Account without investment instructions and only one Invesco Fund is held in the Account, the Responsible Individual or Contributor is instructing the Custodian to buy additional shares of the Invesco Fund and share class already held in the Account. If multiple Invesco Funds are held in the Account and the Responsible Individual or Contributor does not provide investment instructions, the Responsible Individual or Contributor is instructing the Custodian to invest such subsequent contribution amounts in Invesco Government Money Market Fund - Cash Reserve Shares.
 - (3) If the Responsible Individual or Contributor sends a subsequent contribution to the Custodian for an existing Account that specifies an Invesco Fund name but no class of shares is specified by the Responsible Individual or Contributor, and only one available share class is held in the Account, the Responsible Individual or Contributor is instructing the Custodian to buy the current available share class held in the Account of the Invesco Fund specified.

If the instructions for any contributions received are unclear, as determined solely by the Custodian, the Custodian may request additional information to clarify the instruction but in absence of clarifying instructions, shall hold such amounts uninvested or return any such contri-

Contributor. Custodian shall not be liable for any loss, including any loss of income or appreciation, interest or any tax liability incurred by the Responsible Individual, Designated Beneficiary or Contributor for any action or inaction described hereunder pending the receipt of instructions or clarification.

- (b) Upon receipt of instructions from the Responsible Individual in a form and manner acceptable to the Custodian, the Custodian may exchange or cause to be exchanged shares of an Invesco Fund held in the Account for the shares of any other Invesco Fund, subject to and in accordance with the terms and conditions of the current prospectuses of such Invesco Fund(s) and as may be agreed upon from time to time between the Custodian and Sponsor. All dividends and capital gains distributions received on shares of an Invesco Fund held in the Account shall, unless receive in additional shares, be reinvested in shares of the Invesco Fund paying such dividends. If any distributions of the shares of the an Invesco Fund may be received at the election of the Responsible Individual in additional shares or in cash or other property, the Responsible Individual is instructing the Custodian to receive additional shares.
- (c) The Custodian shall deliver, or cause to be delivered, to the Responsible Individual all notices, prospectuses, financial statements, proxies and proxy soliciting materials relating to Invesco Funds' shares. The Custodian shall not vote any of the shares held hereunder except in accordance with the written instructions of the Responsible Individual, except that the Custodian may vote present for the purpose of establishing the presence of a quorum.
- (d) In the event that any Invesco Fund held in the Account is liquidated, the liquidation proceeds of such Invesco Fund shall be invested in accordance with the instructions of the Responsible Individual; if the Responsible Individual does not give such instructions prior to liquidation, or if such instructions are unclear or incomplete in the opinion of the Custodian, the Responsible Individual is instructing the Custodian to invest such liquidation proceeds in such other Invesco Fund (including a money market fund if available) as the Sponsor designates, and the Custodian will not have any responsibility for such investment and the Custodian's action will not be considered as providing investment advice or a recommendation to the Responsible Individual.
- (e) Neither the Custodian nor any other party providing services to the Account will have any responsibility for rendering advice with respect to the investment and reinvestment of the Designated Beneficiary's Account, nor shall such parties be liable for any loss or diminution in value which results from Responsible Individual's exercise of investment control over the Account. The Responsible Individual shall have and exercise responsibility for and control over the investment of the assets of his or her directions in that regard or to advise him or her regarding the purchase, retention or sale of shares of one or more Invesco Fund(s) for the Account.

5 | Distributions

The Custodian shall, from time to time, in accordance with instructions received from the Responsible Individual in a form and manner acceptable to the Custodian, make distributions out of the Account in the manner and amounts specified in such instructions. All such instructions shall be deemed to constitute a certification by the Responsible Individual that the distribution directed is one that the Designated Beneficiary (or death beneficiary) is permitted to receive. Notwithstanding any other provisions of this Agreement, the Custodian assumes (and shall have) no responsibility to make any distribution to the Designated Beneficiary (or death beneficiary) unless and until such instructions specify the occasion for such distribution, the elected manner of distribution, and any other required declaration of election. Prior to making any such distribution from the Account, the Custodian shall be furnished with any and all applications, certificates, tax waivers, signature guarantees, and other documents (including proof of any legal representative's authority) deemed necessary by the Custodian. Upon receipt of proper instructions as required above, the Custodian shall cause the assets of the Account to be distributed in cash and/or in kind, as specified in such order.

6 | Transfers

Upon direction of the Responsible Individual in a form and manner acceptable to the Custodian, the Custodian shall transfer the assets held in the Account (reduced by any applicable transfer fees) to a successor Coverdell Education Savings Account for the Designated Beneficiary's benefit.

7 | Alienation and Assignment

The assets held in the Account shall not be subject to alienation, assignment, garnishment, attachment, execution of levy of any kind, and any attempt to cause such benefits to be so subjected shall not be recognized, except to such extent as may be required by law. Any pledging of assets in the Account by the Responsible Individual as security for a loan or any loan or other extension of credit from the Account to the Responsible Individual shall be prohibited.

8 | Designated Beneficiary and Death Beneficiary

- (a) The Responsible Individual shall have the right to change, by notice to the Custodian in a form and manner acceptable to the Custodian, the Designated Beneficiary for whose benefit the Account is maintained.
- (b) The Responsible Individual shall have the right to designate (or to change), by notice to the Custodian in a form and manner acceptable to the Custodian, a death beneficiary or beneficiaries (collectively referred to as the "death beneficiary").

9 | Limitation of Liability

- (a) Neither the Custodian nor the Sponsor shall be responsible for the collection of contributions, or the propriety of any contributions received by it under this Agreement; the selection of any shares of any Invesco Fund; or the purpose or propriety of any distribution ordered, which matters are the sole responsibility of the Responsible Individual or the Designated Beneficiary.
- (b) Neither the Custodian nor the Sponsor shall be responsible for any losses, penalties or any other consequences to the Depositor, Responsible Individual, Designated Beneficiary or to any other person arising out of the making of any contribution to or distribution from the Account.
- (c) Neither the Custodian nor the Sponsor shall be liable for complying with instructions which appear to be genuine on their face, or for refusing to comply if not satisfied such instructions are genuine, and neither party assumes (and neither party shall have) any duty of further inquiry.

10 | Account Statements

In addition to any other required reports, the Custodian shall cause to be sent to the Responsible Individual periodic statements and, in respect of each tax year, a statement accounting for all transactions affecting the Account during such year and a statement showing the positions in the account as of the end of the year. If within thirty (30) days of sending or causing to be sent of any such periodic or year-end statement, the Responsible Individual (or the Designated Beneficiary) has not given the Custodian or the Sponsor written notice of any exception of objection thereto, the accounting for all transactions reflected thereon shall be deemed to have been approved, and in such case, or upon the written approval of the Responsible Individual (or the Designated Beneficiary), the Custodian and the Sponsor shall be released, relieved and discharged with respect to all matters set forth in such statement as though the account had been settled by judgment or decree of a court of competent jurisdiction.

11 | Indemnification

The Custodian shall have the right to rely upon any information furnished by the Depositor, the Responsible Individual, the Designated Beneficiary (or the death beneficiary). The Depositor, the Responsible Individual, the Designated Beneficiary (or the death beneficiary), and their respective legal representatives, as appropriate, shall always fully indemnify the Custodian, the Sponsor, Invesco Funds, and each of their respective directors, officers, employees, and/or agents, and hold each of them harmless from any and all liability whatsoever which may arise in connection with the establishment and maintenance of the Account and the performance of their obligations under this Agreement (including that which arises out of their own negligence or the negligence of their agents), except that which arises due to their gross negligence, willful misconduct or lack of good faith. The Custodian shall not be obligated or expected to commence or defend any legal action or proceeding in connection with this Agreement unless agreed upon by the Custodian and the Responsible Individual (or Designated Beneficiary) or said legal representatives and unless fully indemnified for so doing to the Custodian's satisfaction.

12 | Choice of Law and Venue

This Agreement shall be construed in accordance with the laws of the State of Texas. All parties to this Agreement hereby waive and agree to waive right to trial by jury in any action or proceeding instituted in respect to the establishment or maintenance of the Account. The Responsible Individual further agrees that the venue of any litigation between the Responsible Individual and the Custodian or the Sponsor with respect to the establishment, maintenance or distribution of the Account shall be in the State of Texas.

13 | Amendments

The Responsible Individual hereby delegates to the Sponsor the power to amend at any time and from time to time the terms and provisions of this Agreement. The Responsible Individual and Custodian hereby consent to such amendments, provided such amendments comply with all applicable provisions of the Code, the regulations thereunder and with any other governmental law, regulation or ruling. Any such amendments shall be effective as of the date specified in a written notice sent by first-class mail to the address of the Responsible Individual indicated by the Custodian's records, except that no amendment which increases the burdens of the Custodian shall take effect without the Custodian's prior written consent.

14 | Notices

- (a) If any provision of any document governing the Account provides for notice, instructions or other communications from one party to another in writing, to the extent provided for in the procedures of the Service Agent or another party, any such notice, instructions or other communications may be given by telephonic, computer, other electronic or other means, and a requirement for written notice will be deemed satisfied.
- (b) The Custodian shall not be bound by any certificate, notice, order, information or other communication unless and until it shall have been received in the form and manner prescribed by the Custodian at its place of business.

15 | Resignation of Custodian

- (a) The Custodian may resign and appoint a successor trustee or custodian to serve under this Agreement or under another governing agreement selected by the successor trustee or custodian by giving the Responsible Individual written notice at least 30 days prior to the effective date of such resignation and appointment, which notice shall also include or be provided under separate cover a copy of such other governing instrument, if applicable, and the related disclosure statement. The Responsible Individual shall then have 30 days from the date of such notice to either request a distribution of the entire account balance or designate a different successor trustee or custodian and notify the Custodian of such designation. If the Responsible Individual does not request distribution of the account balance or notify the Custodian of the designation of a different successor trustee or custodian within such 30 day period, the Responsible Individual shall be deemed to have consented to the appointment of the successor trustee or custodian and the terms of any new appointment of the successor trustee or custodian and the terms of any new governing instrument, and neither the Responsible Individual nor the successor shall be required to execute any written document to complete the transfer of the account to the successor trustee or custodian. The successor trustee or custodian may rely on any information, including beneficiary designations, previously provided by the Responsible Individual to the Custodian.
- (b) The Custodian may resign and demand that the Responsible Individual appoint a successor trustee or custodian of this Account by giving the Responsible Individual written notice at least 30 days prior to the effective date of such resignation. The Responsible Individual shall then have 30 days from the date of such notice to designate a successor trustee or custodian, and provide the Custodian with appropriate evidence that such successor has accepted the appointment and is qualified to serve as trustee or custodian of the Account.

- (1) If the Responsible Individual designates a successor trustee or custodian and provides the Custodian evidence of the successor's acceptance of appointment and qualification within such 30-day period, the Custodian shall then deliver all of the assets held by the Custodian in the account (whether in cash or personal or real property, wherever located, and regardless of value) to the successor trustee or custodian.
- (2) If the Responsible Individual does not notify the Custodian of the appointment of a successor trustee or custodian within such 30-day period, then the Custodian may distribute all of the assets held by the Custodian in the account (whether in cash or personal or real property, wherever located, and regardless of value) to the Responsible Individual for the benefit of the Designated Beneficiary, outright and free of trust, and the Responsible Individual (or Designated Beneficiary, as applicable) shall be wholly responsible for the tax consequences of such distribution.

16 | Fees

- (a) The Custodian may charge the Designated Beneficiary reasonable fees, including an annual maintenance fee, for services rendered hereunder according to standard schedules of rates which may be in effect from time to time. Initially, the fees payable to the Custodian shall be those set forth in the Account application. Upon thirty (30) days' prior written notice, the Custodian may substitute a fee schedule differing from that schedule initially provided.
- (b) Custodian's fees, any taxes including unrelated business income tax, gift, state and inheritance taxes and other taxes of any kind whatsoever, including transfer taxes incurred in connection with the investment or reinvestment of the assets of the Account, that may be levied on or incurred by the Custodian in the performance of its duties hereunder may be charged to the assets held in the Account, with the right to liquidate shares of any Invesco Funds for this purpose, or (at Custodian's option) may be charged directly to the Designated Beneficiary.



Invesco Coverdell Education Savings Account Disclosure Statement

This Disclosure Statement contains information about a Coverdell Education Savings Account (Coverdell ESA) established as a custodial account, with Invesco Trust Company acting as Custodian and describes the rules applicable to such account. This Disclosure Statement should be reviewed in conjunction with the Coverdell Education Savings Account Custodial Agreement, which governs the maintenance of the Coverdell ESA (the "Custodial Agreement"). You should review each of these documents with your attorney or tax advisor. The Custodian shall not give tax advice, investment advice, or determine whether or not the Coverdell ESA is appropriate for the Designated Beneficiary. The information in this Disclosure Statement describes federal tax requirements and does not constitute tax or investment advice.

A Coverdell ESA (formerly known as an Education IRA) provides several tax benefits. While contributions to a Coverdell ESA are not deductible to the Contributor, earnings on the growth of the assets held in a Coverdell ESA are not subject to federal income tax. Withdrawals from a Coverdell ESA are excluded from income for federal income tax purposes if used for qualifying higher education expenses or for qualified elementary and secondary education expenses (described herein). If the Designated Beneficiary does not need the money for educational purposes, the account balance can be rolled over to a Coverdell ESA of certain family members who can use it for their education. Amounts withdrawn from a Coverdell ESA that exceed the Designated Beneficiary's qualified education expenses in a taxable year are generally subject to income tax and to an additional tax of 10%. State income tax treatment of your Coverdell ESA may differ from federal treatment; ask your state tax department or your personal tax advisor for details.

A | General Requirements of a Coverdell ESA

A Coverdell ESA is a trust or custodial account created or organized under state law for the Designated Beneficiary's exclusive benefit as described in Section 530 of the Internal Revenue Code, as amended (the "Code"). The Invesco Coverdell ESA is organized as a custodial account under Texas law using the terms set for in IRS Form 5305-EA and has the following basic attributes:

- A Coverdell ESA is established on behalf of the Designated Beneficiary and is controlled by the Responsible Individual (i.e., generally a parent or legal guardian of the Designated Beneficiary). The Depositor making a contribution, if not the Responsible Individual, may designate the initial investments in the Coverdell ESA, but shall have no further rights, interests or obligations related to the Coverdell ESA, except that he or she can make additional contributions subject to the limits described herein.
- The Custodial Agreement and any and all forms, applications, certifications and other documents must be signed by the Responsible Individual if the Designated Beneficiary has not yet reached the age of majority recognized by the laws of the state of Designated Beneficiary's residence ("age of majority").
- While the Designated Beneficiary remains a minor, the Responsible Individual will exercise all of the rights and responsibilities of the Designated Beneficiary, including the selection and exchange of Invesco Funds shares in which the Coverdell ESA is invested. The Custodian's acceptance of the contribution to the Coverdell ESA is conditioned on agreement by the Depositor and Responsible Individual to be bound by all of the terms and conditions of this Disclosure Statement and the provisions set out in the Custodial Agreement. The Designated Beneficiary may notify the Custodian in writing that he or she has reached the age of majority in the state where he or she then resides (and provide any documentation the Custodian may request verifying the fact that he or she has attained such age). Upon receiving such notice (and documentation, if requested), the Custodian will recognize the Designated Beneficiary as the Responsible Individual, with power to exercise all rights and responsibilities related to the Coverdell ESA, and the former Responsible Individual will thereafter have no control or power over the Account. Absent such written notice by the Designated Beneficiary, the Custodian shall be under no obligation to acknowledge the Designated Beneficiary's right to exercise such powers and authority and may continue to rely on the Responsible Individual to exercise such powers and authority.
Note: The Custodian is under no obligation to determine whether any Responsible Individual actually holds the legal right and capacity to direct or control a Designated Beneficiary's Coverdell ESA.

- Except for rollover contributions, no contribution will be accepted unless it is in cash or cash equivalent, including but not by way of limitation, personal checks, cashier's checks, and wire transfers.
- Regular annual contributions to a Coverdell ESA may be made on behalf of a Designated Beneficiary who is less than 18 years old at the time of the contribution, and rollover contributions may be made on behalf of a Designated Beneficiary who is less than age 30 at the time of the rollover, except that, these age limitations do not apply to a Designated Beneficiary with "special needs," as determined by the IRS regulations.
- The Custodian of a Coverdell ESA must be a bank, savings and loan association, credit union or a person who is approved to act in such a capacity by the Secretary of the Treasury.
- No part of the trust or custodial funds may be invested in life insurance contracts.
- Designated Beneficiary's interest in the account must be nonforfeitable at all times. Upon the death of the Designated Beneficiary, any balance undistributed in the account must be distributed within 30 days of the date of death. You may obtain further information on Coverdell ESAs from any district office of the Internal Revenue Service.

B | Contributions

Q1. For whom may a Coverdell ESA be established?

- A1.** A Coverdell ESA may be established for the benefit of any child under the age of 18. Contributions to a Coverdell ESA are not permitted after the Designated Beneficiary reaches his/her 18th birthday. These age limitations do not apply to Designated Beneficiaries with "special needs," as determined by IRS regulations.

Q2. How much may be contributed to a Coverdell ESA on behalf of a Designated Beneficiary?

- A2.** For tax years 1998 through 2001, the maximum contribution limit per year was \$500 in aggregate contributions made for the benefit of any Designated Beneficiary. For tax year 2002 and thereafter, the maximum contribution limit per year is \$2,000 in aggregate contributions made for the benefit of any one Designated Beneficiary. Contributions may be made into a single Coverdell ESA or into multiple Coverdell ESAs for the benefit of any one Designated Beneficiary.
Note: The Custodian is under no obligation, nor can it be, to determine whether the maximum limit for any Designated Beneficiary has been reached. It is the Responsible Individual's responsibility to consult with any other parent or guardian to determine whether the maximum limits will be exceeded.

Q3. What happens if more than the maximum annual contribution limit is contributed to a Coverdell ESA on behalf of a Designated Beneficiary for a particular calendar year?

- A3.** Aggregate contributions for the benefit of any one Designated Beneficiary in excess of the annual limit for a particular calendar year are treated as excess contributions. If the excess contributions (and any earnings attributable to them) are not withdrawn from the ESA that received the excess contribution by May 31st of the calendar year following the calendar year in which the excess was made, the excess contribution is subject to a 6% excise tax for each year the excess amount remains in the account. If the excess contributions (and any earnings) are timely withdrawn, no 6% excise tax applies. However, any earnings distributed in such a corrective distribution will be taxable to the Designated Beneficiary, but no 10% additional tax applies to the earnings.

Q4. May Contributors take a deduction for contributions made to a Coverdell ESA?

- A4.** No. Contributions to a Coverdell ESA are not deductible. Therefore, contributions to a Coverdell ESA create "basis" in the account. This means that any distributions that are not used for qualified education expenses are taxable only with respect to any earnings on the contributions.

Q5. Are there any restrictions on who can contribute to a Coverdell ESA?

- A5.** Any individual may contribute to a Coverdell ESA if the individual's modified adjusted gross income for the taxable year for which the contribution is made is no more than \$95,000 (\$190,000 for married taxpayers

filing jointly). For purposes of this section, "modified AGI" means the AGI of the taxpayer for the taxable year increased by amounts excluded from gross income under sections 911 (foreign earned income); 931 (income from Guam, American Samoa, or Northern Mariana Islands); and 933 (income from Puerto Rico). The maximum annual contribution per Designated Beneficiary is gradually reduced for individuals with modified adjusted gross income between \$95,000 and \$110,000 (between \$190,000 and \$220,000 for married taxpayers filing jointly).

Q6. May a Designated Beneficiary contribute to his/her own Coverdell ESA?

A6. Yes.

Q7. Does a taxpayer have to be related to the Designated Beneficiary in order to contribute to the Designated Beneficiary's Coverdell ESA?

A7. No.

Q8. Can entities make contributions to the Designated Beneficiary's Coverdell ESA?

A8. Yes. Any entity can make contributions to the Designated Beneficiary's Coverdell ESA without regard to such entity's adjusted gross income. For example, Century Computer Services, Inc. decides to make Coverdell ESA contributions on behalf of any child under the age of 18 of their employees in the amount of \$500. Century Computer Services, Inc. qualifies as a Contributor regardless of the company's adjusted gross income, but the company cannot take a deduction for such contributions. Also, other contributions up to \$1,500 could be made into the same Coverdell ESA or another Coverdell ESA on behalf of any one of these employee's children.

Q9. Is the Contributor to a Coverdell ESA required to have compensation or earned income in order make contributions?

A9. No. The Contributor (whether an individual or entity) is not required to have earned income or compensation.

Q10. What is the deadline for making contributions to a Coverdell ESA for a particular tax year?

A10. Beginning for contributions made for tax year 2002, the deadline to make contributions is the tax filing deadline for such year not including extensions. Thus, in most cases, the deadline to make contributions for a tax year is the following April 15th. The contributor should designate in writing to the Custodian the tax year for which the contribution is being made.

Q11. How many Coverdell ESAs may a Designated Beneficiary have?

A11. There is no limit on the number of Coverdell ESAs that may be established for a particular Designated Beneficiary. However, for any given taxable year the total aggregate contributions to all the accounts for a particular Designated Beneficiary may not exceed the annual contribution limit described in Q&A 2 of section B.

Q12. May contributions be made to both a qualified state tuition program and a Coverdell ESA on behalf of the same Designated Beneficiary in the same taxable year?

A12. Yes, beginning in tax year 2002. The excise tax prohibiting contributions to both a Coverdell ESA and a qualified state tuition program was repealed for 2002 and forward. Therefore, contributions may be made to a Coverdell ESA on behalf of a Designated Beneficiary during the same taxable year in which any contributions are made to a qualified state tuition program on behalf of the same Designated Beneficiary. However, if distributions from a Coverdell ESA and a qualified state tuition program exceed the Designated Beneficiary's qualified education expenses for the year, the Designated Beneficiary is required to allocate the expenses between the distributions to determine the amount includible in gross income, if any.

Q13. Can payments received from a military death gratuity or a payment from Servicemember's Group Life Insurance (SGLI) be contributed to a Coverdell ESA?

A13. Yes, if you received a military death gratuity or a payment from the SGLI after October 6, 2001, you may roll over all or part of the amount received

to one or more Coverdell ESAs for the benefit of members of the beneficiary's family. Such payments are made to an eligible survivor upon the death of a member of the armed forces. The contribution to a Coverdell ESA from survivor benefits received after June 16, 2008, cannot be made later than one year after the date on which you receive the gratuity or SGLI payment. If you received survivor benefits before June 17, 2008, with respect to a death from injury occurring after October 6, 2001, you could have contributed to a Coverdell ESA and will not be taxed when distributed. Also, the one rollover per Coverdell ESA during a 12-month period does not apply to a military death gratuity or SGLI payment.

C | Withdrawals

Q1. May a Designated Beneficiary take a tax-free withdrawal from a Coverdell ESA to pay qualified education expenses if the Designated Beneficiary is enrolled less than full-time at an eligible educational institution?

A1. Yes. Whether the Designated Beneficiary is enrolled full-time, half-time, or less than half-time, he/she may take a tax-free withdrawal to pay qualified education expenses.

Q2. What happens when a Designated Beneficiary withdraws assets from a Coverdell ESA to pay for qualified education expenses?

A2. Generally, the withdrawal is tax-free to the Designated Beneficiary to the extent the amount of the withdrawal does not exceed the Designated Beneficiary's qualified education expenses.

Q3. What are "qualified education expenses"?

A3. "Qualified education expenses" mean qualified higher education expenses for tuition, fees, books, supplies, and equipment required for the enrollment or attendance of the Designated Beneficiary at an eligible educational institution. Qualified higher education expenses also include room and board (generally the school's posted room and board charge, or \$2,500 per year for students living off-campus and not at home) if the Designated Beneficiary is at least a half-time student at an eligible educational institution. A student will be considered to be enrolled at least half-time if the student is enrolled for at least half the full-time academic workload for the course of study the student is pursuing as determined under the standards of the institution where the student is enrolled.

The standards for determining where a student is enrolled at least half-time are the same as those used for Hope Scholarship Credit. A student is eligible for the Hope Scholarship Credit if: (1) for at least one academic period (e.g., semester, trimester, quarter) beginning during the calendar year, the student is enrolled at least half-time in a program leading to a degree, certificate, or other recognized educational credential and is enrolled in one of the first two years of postsecondary education, and (2) the student is free of any conviction for a Federal or State felony offense consisting of the possession or distribution of a controlled substance. For purposes of the Hope Scholarship Credit, a student will be considered to be enrolled at least half-time if the student is enrolled for at least half the full-time academic workload for the course of study the student is pursuing as determined under the standards of the institution where the student is enrolled. The institution's standard for a full-time workload must equal or exceed the standards established by the Department of Education under Higher Education Act and set forth in 34 CFR 674.2(b).

Beginning in 2002, qualified education expenses also include qualified elementary and secondary education expenses for tuition, fees, academic tutoring, special needs services in the case of a special needs designated beneficiary, books, supplies, and other equipment which are incurred in connection with the enrollment or attendance of the Designated Beneficiary as an elementary or secondary school student at a public, private or religious school. Such expenses also include room and board, uniforms, transportation, and supplementary items and services (including extended day programs) which are required or provided by a public, private or religious school in connection with such enrollment or attendance, and expenses for the purchase of any computer technology or equipment or internet access and related services, if such technol-

ogy, equipment, or services are to be used by the Designated Beneficiary and the Designated Beneficiary's family during any of the years the Designated Beneficiary is in school.

Qualified education expenses also include amounts contributed to a qualified state tuition program. Also, qualified education expenses are reduced by any amount provided by scholarship, educational assistance allowance, or any other payment (other than a gift or bequest) which is excludable from gross income under any law of the United States.

Q4. What is an eligible education institution?

A4. For purposes of qualified higher education expenses, an eligible educational institution is any college, university, vocational school, or other postsecondary educational institution that is described in section 481 of the Higher Education Act of 1965 (20 U.S.C. 1088) and, therefore, eligible to participate in the student aid programs administered by the Department of Education. This category includes virtually all accredited public, nonprofit, and proprietary postsecondary institutions. (The same eligibility requirements for institutions apply for the Hope Scholarship Credit, the Lifetime Learning Credit, and early withdrawals from IRAs or qualified higher education expenses).

For purpose of elementary and secondary education expenses, an eligible education institution means any school which provides elementary education or secondary education (kindergarten through grade 12), as determined under state law.

Q5. What happens if a Designated Beneficiary withdraws an amount from a Coverdell ESA but does not have any qualified education expenses to pay in the taxable year he/she makes the withdrawal?

A5. Generally, if a Designated Beneficiary withdraws an amount from a Coverdell ESA and does not have any qualified education expenses during the taxable year, a portion of the distribution is taxable. The taxable portion is the portion that represents earnings that have accumulated tax-free in the account. The taxable portion of the distribution is also subject to a 10% additional tax unless an exception applies. Form 5329 is required to be filed with the IRS by the Designated Beneficiary. The 10% additional tax does not apply to distributions made: (1) to a death beneficiary (or to the estate of the Designated Beneficiary) after the death of the Designated Beneficiary; (2) that are attributable to the Designated Beneficiary becoming disabled within the meaning of section 72(m)(7) of the Internal Revenue Code; (3) on account of a scholarship, allowance or payment to the extent such payment or distribution does not exceed the amount of such scholarship, allowance or payment.

Q6. Is a distribution from a Coverdell ESA taxable if the distribution is contributed to another Coverdell ESA?

A6. Any amount distributed from a Coverdell ESA and rolled over to another Coverdell ESA for the benefit of the same Designated Beneficiary or certain members of the Designated Beneficiary's family is not taxable. An amount is rolled over if it is paid to another Coverdell ESA on a date within 60 days after the date of the distribution. Members of the Designated Beneficiary's family include the Designated Beneficiary's spouse, children, grandchildren, sibling, parent, niece or nephew, son-in-law, daughter-in-law, father-in-law, mother-in-law, or sister-in-law, and the spouse of any such individual. A first cousin, but not his or her spouse, is also a family member of the Designated Beneficiary. The annual contribution limit to Coverdell ESAs does not apply to these rollover contributions. For example, an older brother who has \$5,000 left in his Coverdell ESA after he no longer needs the account for education purposes can roll over the full \$5,000 balance to a Coverdell ESA for his younger sister who is still in high school without paying any tax on the transfer or rollover. The eligible family member to whose Coverdell ESA such amount is rolled over a transferred must be under the age of 30. Only one rollover between Coverdell ESAs is permitted during a 12-month period.

Q7. What happens to the assets remaining in a Coverdell ESA after the Designated Beneficiary finishes his/her education?

A7. There are two options. The amount remaining in the account may be withdrawn for the Designated Beneficiary. The Designated Beneficiary will be subject to both income tax and the additional 10% tax on the

portion of the amount withdrawn that represents earnings if the Designated Beneficiary does not have any qualified education expenses in the same taxable year he/she makes the withdrawal. Alternatively, if the amount in the Designated Beneficiary's Coverdell ESA is withdrawn and rolled over (or transferred) to another Coverdell ESA for the benefit of an eligible member of the Designated Beneficiary's family, the amount rolled over or transferred will not be taxable.

Q8. What happens to the assets remaining in the Coverdell ESA after the death of the Designated Beneficiary?

A8. Generally within 30 days after the death of the Designated Beneficiary, distribution is made to the Designated Beneficiary's estate; or the Responsible Individual may change the name of the Designated Beneficiary to an eligible family member of the original Designated Beneficiary under the age of 30. Alternatively, if a death beneficiary has been designated by the Responsible Individual, any remaining balance in the account on the date of death of the Designated Beneficiary shall become payable to such death beneficiary. If the death beneficiary is not an eligible family member of the Designated Beneficiary, the entire balance must be distributed within 30 days of the death of the Designated Beneficiary. If the death beneficiary is an eligible family member of the Designated Beneficiary, the entire balance may be rolled over or transferred tax free to a Coverdell ESA on behalf of such death beneficiary. Any distributions paid after the date of death of the Designated Beneficiary are taxable to the extent such distribution represents earnings, unless the account is rolled over or transferred to a Coverdell ESA on behalf of an eligible family member of the Designated Beneficiary.
Note: The Custodian is under no obligation to distribute, transfer or roll over assets without written notice from the Responsible Individual or the death beneficiary (as applicable).

Q9. What happens to the assets remaining in the Coverdell ESA after the Designated Beneficiary attains the age of 30?

A9. Any balance remaining in the Coverdell ESA when the Designated Beneficiary attains the age of 30 must be distributed to such Designated Beneficiary within 30 days. However, if permitted under the Agreement, the remaining balance may be rolled over or transferred to a Coverdell ESA on behalf of an eligible family member. This age limitation does not apply to Designated Beneficiaries with "special needs," as determined by IRS regulations.

Q10. Do the age requirements apply to "special needs" Designated Beneficiaries?

A10. No. A Coverdell ESA established on behalf of any Designated Beneficiary with special needs (as determined by IRS regulations) may continue to receive contributions after the Designated Beneficiary's 18th birthday. In addition, any remaining balance in a Coverdell ESA on behalf of any Designated Beneficiary with special needs is not required to be distributed within 30 days after the Designated Beneficiary attains the age of 30.

D | Transfers/Rollovers

Q1. Can a distribution be transferred or rolled over from an employer's retirement plan into a Coverdell ESA?

A1. Distributions from qualified employer-sponsored retirement plans or from 403(b) or 457 arrangements (for employees of tax-exempt employers) are not eligible for rollover or direct transfer to a Coverdell ESA. Nor are withdrawals from IRAs.

Q2. Rather than rolling over money from one Coverdell ESA to another, may the Designated Beneficiary of the accounts be changed from one Designated Beneficiary to another without triggering a tax?

A2. Instead of rolling over a Coverdell ESA to another Coverdell ESA, the Responsible Individual may simply change the Designated Beneficiary of his account to another member of his family who is under the age of 30 (or has special needs). This can be done at any time.
Note: This approach can be used up to the day before the Designated Beneficiary's 30th birthday to avoid the tax and penalty that may otherwise apply if a distribution is required because you reach age 30.

Q3. How do rollovers affect Coverdell ESA contribution limits?

A3. Rollover contributions, if properly made, do not count toward the maximum contribution limits. Also, rollovers from one Coverdell ESA to another can be made even during a year when the Contributor is not eligible to contribute to a Coverdell ESA (for example, because of modified adjusted gross income for that year is too high).

E | Tax Matters

Q1. Are there any special reporting requirements for a Coverdell ESA?

A1. Yes. The Custodian will issue an annual Form 5498-ESA to the IRS and to the Designated Beneficiary reporting contributions made for the tax year, and any rollover contributions or transfers received during the tax year. The Custodian will also issue Form 1099-Q to the IRS and to the Designated Beneficiary whenever distributions or transfers are paid from the account. The Designated Beneficiary is responsible for determining whether or not a distribution is taxable and to file Form 5329 with the IRS if excess contributions have been made to the account or if distributions were made that exceed the qualified education expenses for the year. If a rollover or transfer is made from the Coverdell ESA of one Designated Beneficiary to another eligible family member of the Designated Beneficiary, certain statements must be attached to the tax returns of both the original Designated Beneficiary and the eligible family member to whom the account was rolled over or transferred (see Form 1040 instructions). Taxable distributions from a Coverdell ESA are included in gross income on the "Other Income" line of Form 1040. The Custodian is not required to report the taxable amount of any distribution from the Coverdell ESA, except for earnings that are distributed on a returned contribution. Instead, the Custodian will report the December 31st fair market value on Form 1099-Q. The Designated Beneficiary will use the worksheet in IRS Publication 970 to figure the earnings, basis and taxable amount of any Coverdell ESA distributions.

Q2. May a student or the student's parents claim the Hope Scholarship Credit of Lifetime Learning Credit for the student's expenses in a taxable year in which the student receives money from a Coverdell ESA on tax-free basis?

A2. Yes, effective for tax year 2002. If a student is receiving a tax-free distribution from a Coverdell ESA in a particular taxable year (beginning in 2002), the student's expenses may generally be claimed as the basis for a Hope Scholarship Credit or Lifetime Learning Credit for that same year, provided however that the distributed amount from the Coverdell ESA is not used for the same educational purposes as the tax credit. You should consult with your tax advisor to determine whether you qualify for either credit or whether waiving the tax-free withdrawal of the Coverdell ESA is right for you.

Q3. Does the Internal Revenue Service provide a publication that contains more information on Coverdell ESAs?

A3. Yes. IRS Publication 970, Tax Benefits for Higher Education, contains information regarding the Coverdell ESA, as well as claiming the Hope Credit, Lifetime Learning Credit, student loans, penalty-free withdrawals from IRAs for certain education expenses, employer-provided educational assistance and qualified state tuition programs. The Depositor, Designated Beneficiary and/or Responsible Individual should read Publication 970 before making contributions to or taking distributions from a Coverdell ESA. Publication 970 can be downloaded from the IRS web site at www.irs.gov. **Note:** The discussion of the tax rules for Coverdell ESAs in this Disclosure Statement is based upon the best available information. Therefore, the Designated Beneficiary or Responsible Individual should consult his or her tax advisor for the latest development or for advice on how maintaining a Coverdell ESA will affect his or her personal tax or financial situation.

F | Prohibited Transaction

If the Responsible Individual or Designated Beneficiary engages in a prohibited transaction (as defined under Section 4975 of the Code) with the Coverdell ESA, the Coverdell ESA will lose its tax exemption and the fair market value of the Coverdell ESA must be included in your gross income for that taxable year. If any portion of the Coverdell ESA is pledged as collateral

for a loan, the amount so pledged will be treated as a distribution and will be included in your gross income for that year. The Responsible Individual may terminate the Coverdell ESA at any time after its establishment by sending instructions in a form and manner acceptable to the Custodian, or a transfer authorization to:

Invesco Investment Services, Inc.
P.O. Box 219078
Kansas City, MO 64121-9078

An Invesco Coverdell ESA will terminate upon the first to occur of the following:

- The date the Responsible Individual's properly executed instructions withdrawing the total Coverdell ESA balance is received and accepted by the Custodian.
- The date the Coverdell ESA ceases to qualify under the tax code.

This will be deemed a termination:

- The transfer of the Coverdell ESA to another custodian/trustee.
- The rollover of the amounts in the Coverdell ESA to another custodian/trustee.

Any outstanding fees must be received prior to such a termination of an a Coverdell ESA.

The amount received from a Coverdell ESA upon termination of the account will be treated as a withdrawal and thus the rules relating to Coverdell ESA withdrawals apply. For example, if the Coverdell ESA is terminated and distributions are not made for qualified education expenses, the 10% additional tax may apply to the taxable amount received.

H | Coverdell ESA Documents

The terms contained in Article I through IX of the Custodial Agreements are in the form promulgated by the IRS in Form 5305-EA for use in establishing a Coverdell ESA under Code section 530. If the IRS issues an amendment to Form 5305-EA, the Custodian will adopt the provisions of such model form as an amendment, accordingly. IRS approval relates only to the form of Articles I to IX and will not be an approval of the merits of the Coverdell ESA or of any investment permitted by the Coverdell ESA.

I | Additional Information

For additional information you may write to the following address or call the following telephone number:

Invesco Investment Services, Inc.
P.O. Box 219078
Kansas City, MO 64121-9078
800 959 4246