SUPPLEMENT DATED AUGUST 2026 TO UPDATE THE LONESTAR 529 PLAN® PLAN DESCRIPTION AND SAVINGS TRUST AGREEMENT DATED JUNE 2025, AS PREVIOUSLY SUPPLEMENTED DECEMBER 2025.

This supplement describes important changes to the LoneStar 529 Plan® Plan Description and Savings Trust Agreement dated June 2025, as previously supplemented December 2025 (the "Plan Description"). Terms defined in the Plan Description have the same meaning in this Supplement.

A. UNDERLYING INVESTMENTS AND ALLOCATIONS

1. PART 4: INVESTMENT OPTIONS – INDIVIDUAL ASSET CLASS OPTION - Portfolio Descriptions: On page 14 of the Plan Description, the second sentence of the description of the Diversified Equity Portfolio is revised by deleting the reference to the Artisan Value and replacing it with a reference to the BNY Mellon Dynamic Value fund.

On page 14 of the Plan Description, the last sentence of the description of the U.S. Value Portfolio is revised by deleting the reference to the Artisan Value and replacing it with a reference to the BNY Mellon Dynamic Value fund, so that such last sentence states: "The target allocation for this portfolio is 100% BNY Mellon Dynamic Value fund."

On page 15 of the Plan Description, the last sentence of the description of the Capital Preservation Portfolio is revised to read: "The target allocation for this portfolio is 100% New York Life Funding Agreement Guaranteed Interest Account."

2. PART 4: INVESTMENT OPTIONS – INVESTMENT ALLOCATION WORKSHEET TABLES: All references to Artisan Value (APHLX) in the Investment Allocation Worksheet tables for the Target Enrollment Year Options, Risk-Based Options and Individual Asset Class Options on pages 16 through 18 of the Plan Description are deleted and replaced with references to BNY Mellon Dynamic Value fund (DRGYX), and the Investment Allocation Worksheet tables are replaced with the following:

Investment Allocation Worksheet Tables

TARGET ENROLLMENT YEAR OPTIONS										
UNDERLYING INVESTMENT FUND	**2042-2043 Portfolio**	**2040-2041 Portfolio**	**2038-2039 Portfolio**	**2036-2037 Portfolio**	**2034-2035 Portfolio**	**2032-2033 Portfolio**	**2030-2031 Portfolio**	**2028-2029 Portfolio**	**2026-2027 Portfolio**	**Enrolled Years Portfolio**
BNY Mellon Dynamic Value (DRGYX)	9.69%	9.69%	9.35%	8.50%	7.14%	5.78%	4.42%	3.06%	1.70%	1.02%
DFA U.S. Small Cap (DFSTX)	2.42%	2.42%	2.34%	2.13%	1.79%	1.45%	1.11%	0.76%	0.43%	0.26%
T Rowe Price Large Cap Growth (TRLGX)	9.69%	9.69%	9.35%	8.50%	7.14%	5.78%	4.42%	3.06%	1.70%	1.02%
Vanguard Morningstar Total Stock Market Index (VSMPX)	16.15%	16.15%	15.56%	14.16%	11.90%	9.63%	7.37%	5.10%	2.83%	1.69%
Dodge & Cox Global Stock (DODWX)	14.13%	14.13%	13.64%	12.40%	10.41%	8.43%	6.45%	4.46%	2.48%	1.49%

TARGET ENROLLMENT YEAR OPTIONS										
UNDERLYING INVESTMENT FUND	**2042-2043 Portfolio**	**2040-2041 Portfolio**	**2038-2039 Portfolio**	**2036-2037 Portfolio**	**2034-2035 Portfolio**	**2032-2033 Portfolio**	**2030-2031 Portfolio**	**2028-2029 Portfolio**	**2026-2027 Portfolio**	**Enrolled Years Portfolio**
Dodge & Cox International Stock (DODFX)	6.46%	6.46%	6.23%	5.67%	4.76%	3.85%	2.95%	2.04%	1.13%	0.68%
T. Rowe Price Global Growth Stock (RGGIX)	14.13%	14.13%	13.64%	12.40%	10.41%	8.43%	6.45%	4.46%	2.48%	1.49%
Vanguard Total International Stock Index (VTPSX)	8.08%	8.08%	7.79%	7.08%	5.95%	4.82%	3.68%	2.55%	1.42%	0.85%
DFA Inflation-Protected Securities (DIPSX)	0.00%	0.00%	0.00%	1.85%	10.00%	16.24%	22.18%	26.65%	29.66%	30.00%
Baird Core Plus Bond (BCOIX)	2.50%	2.50%	4.17%	7.41%	10.00%	13.54%	17.24%	20.13%	21.88%	22.50%
Vanguard Total Bond Market Index (VBMPX)	2.50%	2.50%	4.17%	7.41%	10.00%	13.54%	17.24%	20.13%	21.88%	22.50%
Eaton Vance Floating-Rate (EIBLX)	3.80%	3.80%	3.67%	3.33%	2.80%	2.27%	1.73%	1.20%	0.67%	0.40%
Federated Hermes Institutional High Yield Bond (FIHBX)	3.80%	3.80%	3.67%	3.33%	2.80%	2.27%	1.73%	1.20%	0.67%	0.40%
Vanguard Real Estate Index (VGSLX)	6.65%	6.65%	6.42%	5.83%	4.90%	3.97%	3.03%	2.10%	1.17%	0.70%
New York Life Funding Agreement Guaranteed Interest Account	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	3.10%	9.90%	15.00%
Total Allocation	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**

RISK-BASED OPTIONS			
UNDERLYING INVESTMENT FUND	**Aggressive Allocation Portfolio**	**Balanced Allocation Portfolio**	**Conservative Allocation Portfolio**
BNY Mellon Dynamic Value (DRGYX)	8.64%	7.08%	2.52%
DFA U.S. Small Cap (DFSTX)	2.16%	1.77%	0.63%
T Rowe Price Large Cap Growth (TRLGX)	8.64%	7.08%	2.52%
Vanguard Morningstar Total Stock Market Index (VSMPX)	14.40%	11.79%	4.19%
Dodge & Cox Global Stock (DODWX)	12.60%	10.33%	3.68%
Dodge & Cox International Stock (DODFX)	5.76%	4.72%	1.68%
T. Rowe Price Global Growth Stock (RGGIX)	12.60%	10.33%	3.68%
Vanguard Total International Stock Index (VTPSX)	7.20%	5.90%	2.10%
DFA Inflation-Protected Securities (DIPSX	1.00%	10.00%	28.00%
Baird Core Plus Bond (BCOIX)	7.00%	10.00%	20.50%
Vanguard Total Bond Market Index (VBMPX)	7.00%	10.00%	20.50%
Eaton Vance Floating-Rate (EIBLX)	3.50%	3.00%	1.00%
Federated Hermes Institutional High Yield Bond (FIHBX)	3.50%	3.00%	1.00%
Vanguard Real Estate Index (VGSLX)	6.00%	5.00%	2.00%
New York Life Funding Agreement Guaranteed Interest Account	0.00%	0.00%	6.00%
Total Allocation	**100.0%**	**100.0%**	**100.0%**

INDIVIDUAL ASSET CLASS OPTIONS										
UNDERLYING INVESTMENT FUND	**Diversified Equity Portfolio**	**Diversified Fixed Income Portfolio**	**U.S. Value Portfolio**	**U.S. Growth Portfolio**	**U.S. Total Stock Market Portfolio**	**Small-Cap Portfolio**	**Active Inter-national Portfolio**	**Passive Inter-national Portfolio**	**Emerging Markets Portfolio**	**Long-Term Fixed Income Portfolio**
BNY Mellon Dynamic Value (DRGYX)	12.00%	-	100.00%	-	-	-	-	-	-	-
DFA U.S. Small Cap (DFSTX)	3.00%	-	-	-	-	100.00%	-	-	-	-
T Rowe Price Large Cap Growth (TRLGX)	12.00%	-	-	100.00%	-	-	-	-	-	-
Vanguard Morningstar Total Stock Market Index (VSMPX)	20.00%	-	-	-	100.00%	-	-	-	-	-
Dodge & Cox Global Stock (DODWX)	17.50%	-	-	-	-	-	-	-	-	-
Dodge & Cox International Stock (DODFX)	8.00%	-	-	-	-	-	100.00%	-	-	-
Neuberger Berman Emerging Markets Equity (NREMX)	-	-	-	-	-	-	-	-	100.00%	-
T. Rowe Price Global Growth Stock (RGGIX)	17.50%	-	-	-	-	-	-	-	-	-
Vanguard Total International Stock Index (VTPSX)	10.00%	-	-	-	-	-	-	100.00%	-	-
Baird Core Plus Bond (BCOIX)	-	35.00%	-	-	-	-	-	-	-	-
Vanguard Total Bond Market Index (VBMPX)	-	35.00%	-	-	-	-	-	-	-	-
Vanguard Long-Term Treasury Index (VLGSX)	-	-	-	-	-	-	-	-	-	100.00%
Eaton Vance Floating-Rate (EIBLX)	-	15.00%	-	-	-	-	-	-	-	-
Federated Hermes Institutional High Yield Bond (FIHBX)	-	15.00%	-	-	-	-	-	-	-	-
Total Allocation	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**

INDIVIDUAL ASSET CLASS OPTIONS										
UNDERLYING INVESTMENT FUND	**Active Bond Portfolio**	**Passive Bond Portfolio**	**High Yield Fixed Income Portfolio**	**Inter-national Fixed Income Portfolio**	**Inflation Protection Portfolio**	**Short-Term Fixed Income Portfolio**	**Socially Respon-sible Portfolio**	**Commod-ity Portfolio**	**Real Estate Portfolio**	**Capital Preserv-ation Portfolio**
Baird Short-Term Bond (BSBIX)	-	-	-	-	-	100.00%	-	-	-	-
DFA Inflation Protected Securities (DIPSX)	-	-	-	-	100.00%	-	-	-	-	-
PIMCO International Bond (USD-Hdg) (PFORX)	-	-	-	100.00%	-	-	-	-	-	-
Baird Core Plus Bond (BCOIX)	100.00%	-	-	-	-	-	-	-	-	-
Vanguard Total Bond Market Index (VBMPX)	-	100.00%	-	-	-	-	-	-	-	-
Federated Hermes Institutional High Yield Bond (FIHBX)	-	-	100.00%	-	-	-	-	-	-	-
PIMCO Commodity and Real Return Bond Alpha Fund (PCRIX)	-	-	-	-	-	-	-	100.00%	-	-
Vanguard FTSE Social Index (VFTAX)	-	-	-	-	-	-	100.00%	-	-	-
Vanguard Real Estate Index (VGSLX)	-	-	-	-	-	-	-	-	100.00%	-
New York Life Funding Agreement Guaranteed Interest Account	-	-	-	-	-	-	-	-	-	100.00%
Total Allocation	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**

Diversification does not guarantee a profit or protect against loss. Each underlying investment has its own risks. For a discussion of those risks, please *see PART 8: RISK FACTORS AND CONSIDERATIONS.*

Contributions to the Capital Preservation Portfolio are invested in a funding agreement issued by the New York Life Insurance Company to the plan manager on behalf of the board. Other portfolios with asset allocations to such funding agreement as of the date of this Plan Description are listed in the above chart. New York Life Insurance Company, a mutual life insurance company founded in 1845, and its family of companies provide insurance, investment, and retirement solutions to both the individual and institutional markets. Its main offices are in New York City, New York. Account owners have an interest in the Capital Preservation Portfolio, not the underlying funding agreement, which is not a mutual fund or collective investment trust.

3. PART 4: INVESTMENT OPTIONS - UNDERLYING INVESTMENTS - The reference to Artisan Partners Limited Partnership in the first paragraph on page 19 of the Plan Description is deleted and replaced with a reference to BNY Mellon Asset Management, and the Underlying Investments chart on such page is revised to delete the information for Artisan Value and replace it with the following:

Underlying Investments	Phone	Website
BNY Mellon Dynamic Value fund	(800) 242 8671	https://www.bny.com/investments/us/en/intermediary/products/lt/fund/bny-mellon-dynamic-value-fund.shareclass.Y.html

4. PART 4: INVESTMENT OPTIONS - INVESTMENT MANAGERS –The information on page 20 of the Plan Description for **Artisan Partners Asset Management Inc.** is deleted and replaced with the following:

   BNY is a global investment management firm. Additional information about BNY Mellon funds and a prospectus for each can be obtained at www.bny.com/investments. Newton Investment Management North America, LLC is the investment manager for the BNY Mellon Dynamic Value fund (DRGYX).

5. PART 4: INVESTMENT OPTIONS - PORTFOLIO PERFORMANCE – The performance tables on pages 21 through 23 of the Plan Description are deleted in their entirety and replaced with the following:

PORTFOLIO PERFORMANCE

Portfolio Performance as of June 30, 2026[1]

CLASS A UNITS (WITHOUT SALES CHARGE)	1 Year	3 Year	Since Inception	Inception Date
TARGET ENROLLMENT YEAR OPTIONS				
2042-2043 Portfolio	17.40%	N/A	17.40%	June 30, 2025
2040-2041 Portfolio	17.14%	15.25%	15.25%	June 30, 2023
2038-2039 Portfolio	16.92%	15.34%	10.87%	March 4, 2022
2036-2037 Portfolio	16.08%	14.86%	10.47%	March 4, 2022
2034-2035 Portfolio	14.03%	13.69%	9.61%	March 4, 2022
2032-2033 Portfolio	12.31%	12.08%	8.18%	March 4, 2022
2030-2031 Portfolio	10.30%	10.62%	6.78%	March 4, 2022
2028-2029 Portfolio	8.23%	9.05%	5.30%	March 4, 2022
2026-2027 Portfolio	6.53%	7.39%	3.78%	March 4, 2022
Enrolled Years Portfolio	4.48%	4.89%	1.62%	March 4, 2022
RISK-BASED OPTIONS				
Aggressive Allocation Portfolio	15.63%	14.17%	9.35%	March 4, 2022
Balanced Allocation Portfolio	13.10%	12.20%	7.91%	March 4, 2022
Conservative Allocation Portfolio	6.75%	6.84%	3.06%	March 4, 2022
INDIVIDUAL ASSET CLASS OPTIONS				
Diversified Equity Portfolio	19.79%	17.44%	12.80%	March 4, 2022
Diversified Fixed Income Portfolio	3.27%	4.62%	1.64%	March 4, 2022
U.S. Value Portfolio	10.15%	12.49%	10.88%	March 4, 2022
U.S. Growth Portfolio	10.83%	20.00%	14.27%	March 4, 2022

[1] The underlying investment of, or one or more of the underlying investments of, certain Portfolios may have changed during one or more of the performance periods or subsequent to the performance periods.

CLASS A UNITS (WITHOUT SALES CHARGE)	1 Year	3 Year	Since Inception	Inception Date
U.S. Total Stock Market Portfolio	22.54%	19.79%	14.07%	March 4, 2022
Small-Cap Portfolio	30.36%	15.77%	10.67%	March 4, 2022
Active International Portfolio	27.75%	19.17%	15.44%	March 4, 2022
Passive International Portfolio	26.52%	17.90%	12.59%	March 4, 2022
Emerging Markets Portfolio	16.67%	15.65%	7.59%	March 4, 2022
Long-Term Fixed Income Portfolio	2.16%	-0.78%	-6.27%	March 4, 2022
Active Bond Portfolio	3.51%	4.60%	0.71%	March 4, 2022
Passive Bond Portfolio	3.16%	3.61%	0.25%	March 4, 2022
High Yield Fixed Income Portfolio	4.51%	7.36%	3.96%	March 4, 2022
International Fixed Income Portfolio	2.34%	4.96%	2.10%	March 4, 2022
Inflation Protection Portfolio	2.50%	3.44%	-0.35%	March 4, 2022
Short-Term Fixed Income Portfolio	2.83%	4.60%	2.76%	March 4, 2022
Socially Responsible Portfolio	20.52%	20.17%	14.43%	March 4, 2022
Commodity Portfolio	26.06%	12.29%	3.51%	March 4, 2022
Real Estate Portfolio	11.81%	8.57%	1.58%	March 4, 2022
Capital Preservation Portfolio[2]	3.39%	3.21%	2.70%	March 4, 2022

CLASS A UNITS (WITH SALES CHARGE)	1 Year	3 Year	Since Inception	Inception Date
TARGET ENROLLMENT YEAR OPTIONS				
2042-2043 Portfolio	14.20%	N/A	14.20%	June 30, 2025
2040-2041 Portfolio	13.91%	14.20%	14.20%	June 30, 2023
2038-2039 Portfolio	13.68%	14.26%	10.16%	March 4, 2022
2036-2037 Portfolio	12.92%	13.79%	9.77%	March 4, 2022
2034-2035 Portfolio	10.89%	12.62%	8.91%	March 4, 2022
2032-2033 Portfolio	9.25%	11.05%	7.49%	March 4, 2022
2030-2031 Portfolio	7.27%	9.59%	6.10%	March 4, 2022
2028-2029 Portfolio	5.22%	8.05%	4.63%	March 4, 2022
2026-2027 Portfolio	3.62%	6.39%	3.12%	March 4, 2022
Enrolled Years Portfolio	1.61%	3.93%	0.97%	March 4, 2022
RISK-BASED OPTIONS				
Aggressive Allocation Portfolio	12.45%	13.12%	8.66%	March 4, 2022
Balanced Allocation Portfolio	9.97%	11.16%	7.23%	March 4, 2022
Conservative Allocation Portfolio	3.83%	5.86%	2.40%	March 4, 2022

[2] Interest applied to the Capital Preservation Portfolio and other portfolios with asset allocations to the funding agreement issued by the New York Life Insurance Company depends on the funding agreement's semi-annual crediting rates, which are subject to change on January 1 and July 1 of each year, and any applicable fees charged by the plan. Crediting rates under the existing funding agreement have been and will be no less than 1%, but because the plan charges Program Management and State Administrative fees, the net interest earned through an investment in the Capital Preservation Portfolio or allocable to the portion of any other portfolio with an asset allocation to the funding agreement issued by the New York Life Insurance Company may be less than 1%. The current effective annual interest rate applicable to the funding agreement will be posted on the plan's website. If you do not have access to a computer and would like a hard copy of the information sent to you, please call the plan manager at 800-445-GRAD (4723), option 4.

CLASS A UNITS (WITH SALES CHARGE)	1 Year	3 Year	Since Inception	Inception Date
INDIVIDUAL ASSET CLASS OPTIONS				
Diversified Equity Portfolio	16.47%	16.37%	12.08%	March 4, 2022
Diversified Fixed Income Portfolio	0.47%	3.67%	1.00%	March 4, 2022
U.S. Value Portfolio	7.13%	11.45%	10.18%	March 4, 2022
U.S. Growth Portfolio	7.81%	18.90%	13.54%	March 4, 2022
U.S. Total Stock Market Portfolio	19.15%	18.68%	13.35%	March 4, 2022
Small-Cap Portfolio	26.74%	14.71%	9.96%	March 4, 2022
Active International Portfolio	24.25%	18.07%	14.70%	March 4, 2022
Passive International Portfolio	23.07%	16.80%	11.88%	March 4, 2022
Emerging Markets Portfolio	13.48%	14.58%	6.90%	March 4, 2022
Long-Term Fixed Income Portfolio	-0.66%	-1.70%	-6.86%	March 4, 2022
Active Bond Portfolio	0.68%	3.65%	0.07%	March 4, 2022
Passive Bond Portfolio	0.30%	2.64%	-0.38%	March 4, 2022
High Yield Fixed Income Portfolio	1.63%	6.37%	3.30%	March 4, 2022
International Fixed Income Portfolio	-0.45%	3.98%	1.45%	March 4, 2022
Inflation Protection Portfolio	-0.30%	2.49%	-0.98%	March 4, 2022
Short-Term Fixed Income Portfolio	0.00%	3.63%	2.11%	March 4, 2022
Socially Responsible Portfolio	17.21%	19.07%	13.70%	March 4, 2022
Commodity Portfolio	22.60%	11.26%	2.85%	March 4, 2022
Real Estate Portfolio	8.74%	7.55%	0.93%	March 4, 2022
Capital Preservation Portfolio[2]	0.55%	2.25%	2.04%	March 4, 2022

CLASS RIA UNITS	1 Year	3 Year	Since Inception	Inception Date
TARGET ENROLLMENT YEAR OPTIONS				
2042-2043 Portfolio	17.70%	N/A	17.70%	June 30, 2025
2040-2041 Portfolio	17.40%	15.60%	15.60%	June 30, 2023
2038-2039 Portfolio	17.16%	15.59%	11.11%	March 4, 2022
2036-2037 Portfolio	16.43%	15.15%	10.82%	March 4, 2022
2034-2035 Portfolio	14.38%	13.98%	9.88%	March 4, 2022
2032-2033 Portfolio	12.66%	12.39%	8.52%	March 4, 2022
2030-2031 Portfolio	10.58%	10.91%	7.15%	March 4, 2022
2028-2029 Portfolio	8.58%	9.32%	5.61%	March 4, 2022
2026-2027 Portfolio	6.73%	7.65%	4.09%	March 4, 2022
Enrolled Years Portfolio	4.73%	5.15%	1.93%	March 4, 2022
RISK-BASED OPTIONS				
Aggressive Allocation Portfolio	15.88%	14.42%	9.65%	March 4, 2022
Balanced Allocation Portfolio	13.35%	12.45%	8.25%	March 4, 2022
Conservative Allocation Portfolio	6.90%	7.28%	3.53%	March 4, 2022
INDIVIDUAL ASSET CLASS OPTIONS				
Diversified Equity Portfolio	20.07%	17.73%	13.14%	March 4, 2022
Diversified Fixed Income Portfolio	3.49%	5.13%	2.16%	March 4, 2022
U.S. Value Portfolio	10.31%	12.73%	11.21%	March 4, 2022
U.S. Growth Portfolio	11.10%	20.26%	14.59%	March 4, 2022

CLASS RIA UNITS	1 Year	3 Year	Since Inception	Inception Date
U.S. Total Stock Market Portfolio	22.81%	20.06%	14.46%	March 4, 2022
Small-Cap Portfolio	30.70%	16.06%	11.01%	March 4, 2022
Active International Portfolio	28.05%	19.26%	15.66%	March 4, 2022
Passive International Portfolio	26.85%	18.20%	13.00%	March 4, 2022
Emerging Markets Portfolio	17.03%	16.14%	8.13%	March 4, 2022
Long-Term Fixed Income Portfolio	2.53%	-0.30%	-5.84%	March 4, 2022
Active Bond Portfolio	3.84%	5.10%	1.22%	March 4, 2022
Passive Bond Portfolio	3.31%	4.02%	0.71%	March 4, 2022
High Yield Fixed Income Portfolio	4.70%	7.67%	4.35%	March 4, 2022
International Fixed Income Portfolio	2.41%	5.43%	2.34%	March 4, 2022
Inflation Protection Portfolio	2.77%	3.72%	0.02%	March 4, 2022
Short-Term Fixed Income Portfolio	3.16%	4.94%	3.14%	March 4, 2022
Socially Responsible Portfolio	20.79%	20.35%	14.75%	March 4, 2022
Commodity Portfolio	26.42%	12.73%	3.94%	March 4, 2022
Real Estate Portfolio	12.18%	8.84%	1.95%	March 4, 2022
Capital Preservation Portfolio[2]	3.65%	3.47%	2.98%	March 4, 2022

B. FEES AND EXPENSES

1. PART 6: PLAN FEES AND EXPENSES – The table on page 29 of the Plan Description is deleted in its entirety and replaced with the following:

CLASS A FEES

	Estimated Annual Asset-Based Plan Fees					
Portfolios	**Estimated Underlying Investment Expense[1]**	**Program Management Fee**	**State Administrative Fee**	**Distribution Fee**	**Estimated Total Annual Asset-Based Fees[2]**	**Maximum Sales Charge[4]**
TARGET ENROLLMENT YEAR OPTIONS						
2042-2043 Portfolio	0.42%	0.28%	0.06%	0.25%	1.01%	2.75%
2040-2041 Portfolio	0.42%	0.28%	0.06%	0.25%	1.01%	2.75%
2038-2039 Portfolio	0.41%	0.28%	0.06%	0.25%	1.00%	2.75%
2036-2037 Portfolio	0.39%	0.28%	0.06%	0.25%	0.98%	2.75%
2034-2035 Portfolio	0.35%	0.28%	0.06%	0.25%	0.94%	2.75%
2032-2033 Portfolio	0.31%	0.28%	0.06%	0.25%	0.90%	2.75%
2030-2031 Portfolio	0.27%	0.28%	0.06%	0.25%	0.86%	2.75%
2028-2029 Portfolio	0.22%	0.28%	0.06%	0.25%	0.81%	2.75%
2026-2027 Portfolio	0.17%	0.28%	0.06%	0.25%	0.76%	2.75%
Enrolled Years Portfolio	0.15%	0.28%	0.06%	0.25%	0.74%	2.75%
RISK-BASED OPTIONS						
Aggressive Allocation Portfolio	0.39%	0.28%	0.06%	0.25%	0.98%	2.75%
Balanced Allocation Portfolio	0.35%	0.28%	0.06%	0.25%	0.94%	2.75%
Conservative Allocation Portfolio	0.20%	0.28%	0.06%	0.25%	0.79%	2.75%

	Estimated Annual Asset-Based Plan Fees					
Portfolios	**Estimated Underlying Investment Expense[1]**	**Program Management Fee**	**State Administrative Fee**	**Distribution Fee**	**Estimated Total Annual Asset-Based Fees[2]**	**Maximum Sales Charge[4]**
INDIVIDUAL ASSET CLASS OPTIONS						
Diversified Equity Portfolio	0.44%	0.28%	0.06%	0.25%	1.03%	2.75%
Diversified Fixed Income Portfolio	0.31%	0.28%	0.06%	0.25%	0.90%	2.75%
U.S. Value Portfolio	0.63%	0.28%	0.06%	0.25%	1.22%	2.75%
U.S. Growth Portfolio	0.55%	0.28%	0.06%	0.25%	1.14%	2.75%
U.S. Total Stock Market Portfolio	0.02%	0.28%	0.06%	0.25%	0.61%	2.75%
Small-Cap Portfolio	0.27%	0.28%	0.06%	0.25%	0.86%	2.75%
Active International Portfolio	0.61%	0.28%	0.06%	0.25%	1.20%	2.75%
Passive International Portfolio	0.05%	0.28%	0.06%	0.25%	0.64%	2.75%
Emerging Markets Portfolio	1.14%	0.28%	0.06%	0.25%	1.73%	2.75%
Long-Term Fixed Income Portfolio	0.06%	0.28%	0.06%	0.25%	0.65%	2.75%
Active Bond Portfolio	0.30%	0.28%	0.06%	0.25%	0.89%	2.75%
Passive Bond Portfolio	0.02%	0.28%	0.06%	0.25%	0.61%	2.75%
High Yield Fixed Income Portfolio	0.50%	0.28%	0.06%	0.25%	1.09%	2.75%
International Fixed Income Portfolio	0.50%	0.28%	0.06%	0.25%	1.09%	2.75%
Inflation Protection Portfolio	0.11%	0.28%	0.06%	0.25%	0.70%	2.75%
Short-Term Fixed Income Portfolio	0.30%	0.28%	0.06%	0.25%	0.89%	2.75%
Socially Responsible Portfolio	0.11%	0.28%	0.06%	0.25%	0.70%	2.75%
Commodity Portfolio	0.74%	0.28%	0.06%	0.25%	1.33%	2.75%
Real Estate Portfolio	0.13%	0.28%	0.06%	0.25%	0.72%	2.75%
Capital Preservation Portfolio[2]	0.00%	0.28%	0.06%	0.25%	0.59%	2.75%

CLASS RIA FEES

	Estimated Annual Asset-Based Plan Fees			
Portfolios	**Estimated Underlying Investment Expense[1]**	**Program Management Fee**	**State Administrative Fee**	**Estimated Total Annual Asset-Based Fees[2]**
TARGET ENROLLMENT OPTIONS				
2042-2043 Portfolio	0.42%	0.28%	0.06%	0.76%
2040-2041 Portfolio	0.42%	0.28%	0.06%	0.76%
2038-2039 Portfolio	0.41%	0.28%	0.06%	0.75%
2036-2037 Portfolio	0.39%	0.28%	0.06%	0.73%
2034-2035 Portfolio	0.35%	0.28%	0.06%	0.69%
2032-2033 Portfolio	0.31%	0.28%	0.06%	0.65%
2030-2031 Portfolio	0.27%	0.28%	0.06%	0.61%
2028-2029 Portfolio	0.22%	0.28%	0.06%	0.56%
2026-2027 Portfolio	0.17%	0.28%	0.06%	0.51%
Enrolled Years Portfolio	0.15%	0.28%	0.06%	0.49%
RISK-BASED OPTIONS				
Aggressive Allocation Portfolio	0.39%	0.28%	0.06%	0.73%
Balanced Allocation Portfolio	0.35%	0.28%	0.06%	0.69%
Conservative Allocation Portfolio	0.20%	0.28%	0.06%	0.54%
INDIVIDUAL ASSET CLASS OPTIONS				
Diversified Equity Portfolio	0.44%	0.28%	0.06%	0.78%
Diversified Fixed Income Portfolio	0.31%	0.28%	0.06%	0.65%
U.S. Value Portfolio	0.63%	0.28%	0.06%	0.97%
U.S. Growth Portfolio	0.55%	0.28%	0.06%	0.89%
U.S. Total Stock Market Portfolio	0.02%	0.28%	0.06%	0.36%
Small-Cap Portfolio	0.27%	0.28%	0.06%	0.61%
Active International Portfolio	0.61%	0.28%	0.06%	0.95%
Passive International Portfolio	0.05%	0.28%	0.06%	0.39%
Emerging Markets Portfolio	1.14%	0.28%	0.06%	1.48%
Long-Term Fixed Income Portfolio	0.06%	0.28%	0.06%	0.40%
Active Bond Portfolio	0.30%	0.28%	0.06%	0.64%
Passive Bond Portfolio	0.02%	0.28%	0.06%	0.36%
High Yield Fixed Income Portfolio	0.50%	0.28%	0.06%	0.84%
International Fixed Income Portfolio	0.50%	0.28%	0.06%	0.84%
Inflation Protection Portfolio	0.11%	0.28%	0.06%	0.45%

	Estimated Annual Asset-Based Plan Fees			
Portfolios	**Estimated Underlying Investment Expense[1]**	**Program Management Fee**	**State Administrative Fee**	**Estimated Total Annual Asset-Based Fees[2]**
Short-Term Fixed Income Portfolio	0.30%	0.28%	0.06%	0.64%
Socially Responsible Portfolio	0.11%	0.28%	0.06%	0.45%
Commodity Portfolio	0.74%	0.28%	0.06%	1.08%
Real Estate Portfolio	0.13%	0.28%	0.06%	0.47%
Capital Preservation Portfolio[3]	0.00%	0.28%	0.06%	0.34%

1. For portfolios investing in more than one underlying investment, the Estimated Underlying Investment Expense is based on a weighted average of each underlying investment's expense ratio as of June 30, 2026. For portfolios that invest in one underlying investment, the Estimated Underlying Investment Expense is based on the expense ratio for the underlying investment as of June 30, 2026.
2. Estimated Total Annual Asset-Based Plan Fees are subject to change at any time and are assessed against assets over the course of the year. See "Investment Cost Chart" below for the approximate cost of investing in each of the plan's portfolios over 1-, 3-, 5- and 10-year periods.
3. Although there are no investment expenses associated with the funding agreement issued by the New York Life Insurance Company to the plan, the yield of the funding agreement is reduced by 0.10% to compensate New York Life Insurance Company for operating, administrative, and marketing costs. This will reduce the return of the portfolios that invest in the funding agreement, including the Capital Preservation Portfolio.
4. Payable at the time of purchase of Class A Units. Waived for certain account owners.

2 PART 6: PLAN FEES AND EXPENSES – The introductory text and tables under INVESTMENT COST CHART on pages 31 and 32 of the Plan Description are deleted in their entirety and replaced with the following:

INVESTMENT COST CHART

The following table compares the approximate cost of investing in the plan over different periods. Your actual cost may be higher or lower based on assumptions that are different than those used here. To illustrate the estimated cost, we have charted the hypothetical returns for an account owner investing in each portfolio, using the following assumptions:

- $10,000 initial investment;
- 5% annual compounded rate of return;
- all units are redeemed at the end of the period shown for qualified higher education expenses (the table does not consider the impact of any potential state or federal taxes on the redemption);
- plan fees and underlying investment expense remain the same as those shown in the Estimated Annual Asset-Based Plan Fees charts; and
- in the case of Class A units, the sales charge is paid.

	Estimated Cost of a $10,000 Investment in each Portfolio							
	Class A				Class RIA			
	1 Year	3 Year	5 Year	10 Year	1 Year	3 Year	5 Year	10 Year
TARGET ENROLLMENT YEAR OPTIONS								
2042-2043 Portfolio	$375	$588	$818	$1,477	$78	$243	$422	$942
2040-2041 Portfolio	$375	$588	$818	$1,477	$78	$243	$422	$942
2038-2039 Portfolio	$374	$585	$812	$1,466	$77	$240	$417	$930
2036-2037 Portfolio	$372	$579	$802	$1,443	$75	$233	$406	$906
2034-2035 Portfolio	$368	$566	$781	$1,398	$70	$221	$384	$859
2032-2033 Portfolio	$364	$554	$760	$1,352	$66	$208	$362	$810
2030-2031 Portfolio	$360	$542	$739	$1,307	$62	$195	$340	$762
2028-2029 Portfolio	$355	$527	$712	$1,249	$57	$179	$313	$701
2026-2027 Portfolio	$350	$511	$686	$1,191	$52	$164	$285	$640
Enrolled Years Portfolio	$348	$505	$675	$1,168	$50	$157	$274	$616
RISK-BASED OPTIONS								
Aggressive Allocation Portfolio	$372	$579	$802	$1,443	$75	$233	$406	$906
Balanced Allocation Portfolio	$368	$566	$781	$1,398	$70	$221	$384	$859
Conservative Allocation Portfolio	$353	$520	$702	$1,226	$55	$173	$302	$677
INDIVIDUAL ASSET CLASS OPTIONS								
Diversified Equity Portfolio	$377	$594	$828	$1,500	$80	$249	$433	$966
Diversified Fixed Income Portfolio	$364	$554	$760	$1,352	$66	$208	$362	$810
U.S. Value Portfolio	$396	$652	$927	$1,712	$99	$309	$536	$1,190
U.S. Growth Portfolio	$388	$627	$885	$1,623	$91	$284	$493	$1,096
U.S. Total Stock Market Portfolio	$336	$465	$606	$1,016	$37	$116	$202	$456
Small-Cap Portfolio	$360	$542	$739	$1,307	$62	$195	$340	$762
Active International Portfolio	$394	$645	$917	$1,690	$97	$303	$525	$1,166
Passive International Portfolio	$339	$474	$622	$1,051	$40	$125	$219	$493
Emerging Markets Portfolio	$446	$805	$1,188	$2,260	$151	$468	$808	$1,768
Long-Term Fixed Income Portfolio	$340	$477	$627	$1,063	$41	$128	$224	$505
Active Bond Portfolio	$363	$551	$754	$1,341	$65	$205	$357	$798
Passive Bond Portfolio	$336	$465	$606	$1,016	$37	$116	$202	$456
High Yield Fixed Income Portfolio	$383	$612	$859	$1,567	$86	$268	$466	$1,037
International Fixed Income Portfolio	$383	$612	$859	$1,567	$86	$268	$466	$1,037

	Estimated Cost of a $10,000 Investment in each Portfolio							
	Class A				Class RIA			
	1 Year	3 Year	5 Year	10 Year	1 Year	3 Year	5 Year	10 Year
Inflation Protection Portfolio	$345	$493	$654	$1,122	$46	$144	$252	$567
Short-Term Fixed Income Portfolio	$363	$551	$754	$1,341	$65	$205	$357	$798
Socially Responsible Portfolio	$345	$493	$654	$1,122	$46	$144	$252	$567
Commodity Portfolio	$407	$685	$984	$1,832	$110	$343	$595	$1,317
Real Estate Portfolio	$347	$499	$665	$1,145	$48	$151	$263	$591
Capital Preservation Portfolio[1]	$334	$459	$595	$993	$35	$109	$191	$431

1. Although there are no investment expenses associated with the funding agreement issued by the New York Life Insurance Company to the plan, the yield of the funding agreement is reduced by 0.10% to compensate New York Life Insurance Company for operating, administrative, and marketing costs. This will reduce the return of the portfolios that invest in the funding agreement.

SUPPLEMENT DATED DECEMBER 2025 TO UPDATE THE LONESTAR 529 PLAN® PLAN DESCRIPTION AND SAVINGS TRUST AGREEMENT DATED JUNE 2025.

This supplement describes important changes to the LoneStar 529 Plan® Plan Description and Savings Trust Agreement dated June 2025 (the "Plan Description"). Terms defined in the Plan Description have the same meaning in this Supplement.

A. HR. 1 – STATUTORY AMENDMENTS TO SECTION 529

1. HR. 1 was enacted into law as of July 4, 2025. Beginning July 5, 2025, HR. 1 amended Code §529 to allow account owners to make tax-free withdrawals for qualified postsecondary credentialing expenses and certain expenses beyond tuition in connection with enrollment or attendance at an elementary or secondary public, private, or religious school ("K-12 expenses"). The HR.1 amendments also eliminated the "sunset" provision limiting qualified rollovers to ABLE programs to transfers made prior to January 1, 2026, and increased the lifetime unified credit applicable to estate tax and gift tax.

2. All references to K-12 tuition expenses in the Plan Description are replaced by references to K-12 expenses as follows:

Beginning July 5, 2025, all references to qualified higher education expenses in the Plan Description are supplemented by references to the expanded definition of K-12 expenses as described in HR.1. K-12 expenses are expenses in connection with enrollment or attendance at an elementary or secondary public, private, or religious school, as determined under applicable state law, up to a limit of $10,000 per year (increasing to $20,000 on January 1, 2026). K-12 expenses generally include the following:

(1) tuition;

(2) curriculum and curricular materials;

(3) books or other instructional materials;

(4) online educational materials;

(5) tuition for tutoring or educational classes outside of the home, including at a tutoring facility, if the tutor or instructor is not related to the student and

(a) is licensed as a teacher in any State;

(b) has taught at an eligible educational institution; or

(c) is a subject matter expert in the relevant subject;

(6) fees for a nationally standardized norm-referenced achievement test, an advanced placement examination, or any examinations related to college or university admission;

(7) fees for dual enrollment in an institution of higher education; and

(8) educational therapies for students with disabilities provided by a licensed or accredited practitioner or provider, including occupational, behavioral, physical, and speech-language therapies.

3. Beginning July 5, 2025, all references to qualified higher education expenses in the Plan Description are supplemented by references to the following definitions:

   Qualified postsecondary credentialing expenses are expenses allowed under Code §529. Generally, these include the following, as defined by Code §529(f):

   (1) tuition, fees, books, supplies, and equipment required for the enrollment or attendance of a designated beneficiary in a recognized postsecondary credential program, or any other expense incurred in connection with enrollment in or attendance at a recognized postsecondary credential program if such expenses would, if incurred in connection with enrollment or attendance at an eligible educational institution, be covered under Code §529(e)(3)(A);

   (2) fees for testing if such testing is required to obtain or maintain a recognized postsecondary credential; and

   (3) fees for continuing education if such education is required to maintain a recognized postsecondary credential.

4. Beginning July 5, 2025, recognized postsecondary credential as defined generally by Code §529(f)(3), includes:

   (1) any postsecondary employment credential that is industry recognized and is
   (a) issued by a program that is accredited by the Institute for Credentialing Excellence, the National Commission on Certifying Agencies, or the American National Standards Institute;
   (b) any postsecondary employment credential that is included in the Credentialing Opportunities On-Line (COOL) directory of credentialing programs (or successor directory) maintained by the Department of Defense or by any branch of the Armed Forces; or
   (c) any postsecondary employment credential identified by the Secretary of Treasury, after consultation with the Secretary of Labor, as being industry recognized;

   (2) any certificate of completion of an apprenticeship that is registered and certified with the Secretary of Labor under the National Apprenticeship Act (29 U.S.C. 50 et seq.);

   (3) any occupational or professional license issued or recognized by a State or the Federal Government (and any certification that satisfies a condition for obtaining such license), and

   (4) any recognized postsecondary credential as defined in Section 3(52) of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102(52)), provided through an organization listed under Section 122(d) of the Workforce Innovation and Opportunity Act (29 U.S.C. 3152(d)).

5. Beginning July 5, 2025, recognized postsecondary credential program, as defined generally by Code §529(f)(2), includes: any program to obtain a recognized postsecondary credential if

   (1) such program is included on a State list prepared under Section 122(d) of the Workforce Innovation and Opportunity Act (29 U.S.C. 3152(d));

   (2) such program is listed in the public director of the Web Enabled Approval Management System (WEAMS) of the Veterans Benefits Administration, or successor directory of such program;

(3) an examination (developed or administered by an organization widely recognized as providing reputable credentials in the occupation) is required to obtain or maintain such credential and such organization recognizes such program as providing training or education which prepares individuals to take such examination; or

(4) such program is identified by the Secretary of Treasury, after consultation with the Secretary of Labor, as being a reputable program for obtaining a recognized postsecondary credential.

6. Beginning January 1, 2026, the HR.1 Section 529 amendments increase the limit on K-12 expenses from $10,000 to $20,000. Therefore, all references in the Plan Description to the maximum $10,000 limit on K-12 tuition expenses are replaced with the $20,000 limit on the expanded list of K-12 expenses described above.

7. The HR. 1 Section 529 amendments permit account owners to continue to make qualified rollovers from Section 529 qualified tuition programs to qualified ABLE programs after December 31, 2025. Therefore, all references in the Plan Description to the requirement that a qualified rollover to an ABLE program must be made before January 1, 2026 are deleted.

8. HR.1 changed the base year for the inflation adjustment calculation for the ABLE annual contribution limit. Effective January 1, 2026, the ABLE annual contribution limit is $20,000. All references in this Plan Description to earlier years' limits are deleted.

9. HR. 1 increased the estate tax exclusion to $15 million indexed for inflation.
    1. The Plan Description is amended by deleting the paragraph immediately below the heading "Federal Transfer Taxes" in Part 7: Tax Considerations.
    2. The Plan Description is amended by deleting the "Estate Tax" section of Part 7: Tax Considerations and replacing it with the following:

Estate Tax

Generally, contributions to a qualified tuition program, such as the plan, are not includible in an account owner's gross estate. If, however, the account owner has elected the five-year averaging and dies before the end of the five-year period, the account owner's gross estate will include the portion of the contributions allocable to periods following the account owner's death. Further, the gross estate of the beneficiary would include amounts distributed from a qualified tuition program on account of the beneficiary's death. Like the federal gift tax, however, there is an exclusion available. For estates of decedents dying and gifts made after December 31, 2025, the lifetime unified credit applicable to estate tax and gift tax is $15 million, subject to inflation adjustments.

The IRS has not issued specific guidance on the recent federal law changes affecting qualified tuition programs, including the plan, or on the increase to the lifetime estate and gift tax credit. The account owner will be responsible for any taxes or penalties resulting from failure to comply with Code §529, as amended, and any subsequent IRS rules or guidance.

B. INCREASE IN THE FEDERAL GIFT TAX EXCLUSION

The annual federal gift tax exclusion amount has increased to $19,000 ($38,000 for a married couple). An account owner may prorate contributions exceeding the annual federal gift tax exclusion over five years up to $95,000 (single filer) and $190,000 (married couple electing to split gifts) if certain requirements are met. See Part 7: Tax Considerations in the Plan Description for additional details. The ABLE annual contribution limit increases to $20,000 effective January 1. 2026. All references in the Plan Description to gift tax limits, including the ABLE annual contribution limit, are qualified by reference to the higher limits effective January 1, 2025. Please contact a tax advisor to determine the effect of federal tax provisions on your situation.

C. CREDITOR PROTECTION LAW CONSIDERATIONS

PART 8: RISK FACTORS AND CONSIDERATIONS - The paragraphs under the heading "Federal Law" on page 44 are deleted in their entirety and replaced with the following:

The Bankruptcy Code generally provides protection in federal proceedings for 529 plans if the beneficiary is the bankruptcy debtor's child, stepchild, grandchild, or step-grandchild, including through adoption or foster care, however you may have protections subject to the following limits:

- contributions made to an account for the same beneficiary at least 720 days before a federal bankruptcy filing are completely protected;
- contributions made to an account for the same beneficiary between 365 days and 720 days before a federal bankruptcy filing are protected up to an amount set by statute that varies; and
- contributions made to an account for the same beneficiary less than 365 days before a federal bankruptcy filing are not protected against creditor claims.

These limitations consider all 529 plans for the same beneficiary as if they were a single plan.

Bankruptcy law is complex. This information is not meant to constitute individual tax or bankruptcy advice. You should consult with your own advisors concerning your individual circumstances.

LONESTAR
529 PLAN℠

Plan Description and Savings Trust Agreement

Effective Date June 2025

Texas Prepaid Higher Education Tuition Board

Don Huffines, Texas Comptroller of Public Accounts, Austin, Texas

Orion Advisor Solutions, Inc., Plan Manager

DON HUFFINES
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

Orion

ABOUT THIS PLAN DESCRIPTION

The LoneStar 529 Plan® is an advisor-sold Internal Revenue Code Sec. 529 education savings plan ("529 plan"). The Texas Prepaid Higher Education Tuition Board maintains and administers the plan. Orion Advisor Solutions, Inc. manages the plan. This Plan Description and Savings Trust Agreement have been amended and restated in their entirety, wholly replacing all prior publications, and contain important information you should know before participating in the plan, including information about qualifications for benefits, fees, expenses, and risks. Investing is an important decision. Please read all plan information carefully before opening an account and keep a copy for future reference.

Accounts Not Insured or Guaranteed

An account could lose money including the principal invested. No part of an account is a deposit or obligation of, or is guaranteed or insured by, the board, the state of Texas, or any agency or agent thereof. Interests in the plan have not been registered with or approved by the U.S. Securities and Exchange Commission ("SEC") or any state. Investors should carefully consider the investment objectives, risks, fees, charges, and expenses associated with the plan. The board may suspend, modify, or terminate the plan or change investment options, offerings, and/or underlying investments at any time and without the consent of, or prior notice to, account owners or beneficiaries

NEITHER UNITS OF THE PLAN, NOR THIS PLAN DESCRIPTION, NOR THE SAVINGS TRUST AGREEMENT HAVE BEEN REGISTERED WITH OR APPROVED BY THE SEC OR WITH ANY STATE, AND NEITHER THE SEC NOR ANY STATE OR OTHER REGULATORY AUTHORITY HAS VERIFIED THE ACCURACY OR ADEQUACY OF THIS DISCLOSURE DOCUMENT OR ENDORSED THE MERITS OF THIS OFFERING.

Residency Considerations

This Plan Description addresses only state-based benefits for Texas residents. Residents of other states should consider whether their or their beneficiary's home state offers its residents 529 plans that provide favorable state tax treatment or other state benefit such as financial aid, scholarships, and protection from creditors that may only be available through that state's plan. State-based benefits offered should only be one of many appropriately weighted factors considered in making a purchase decision. You should consult with your financial, tax, or legal advisor to learn more about how state-based benefits and limitations apply to your circumstances.

No Financial, Tax, or Legal Advice

The state of Texas, the Texas Prepaid Higher Education Tuition Board, the LoneStar 529 Plan, or Orion Advisor Solutions, Inc., and their affiliates, do not provide fin ncial, tax, or legal advice. The information presented in this Plan Description does not contain financial, tax, legal, or investment advice and cannot be relied upon for such purposes. You should consult your financial, tax, or legal advisor to determine the impact of federal and state laws on your situation.

Statements contained in this Plan Description that involve estimates, forecasts, or matters of opinion, whether expressly stated or not, are intended solely as such and are not to be construed as representations of facts. The information and expressions of opinion herein are subject to change without notice. Neither delivery of this Plan Description, nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the LoneStar 529 Plan since the date of this Plan Description.

Reports to Account Owners

Quarterly and annual statements will be provided to owners to reflect account activity, which may also be viewed by accessing the plan website at www.lonestar529.com or by calling 800-445-GRAD (4723), option 4. An account owner has 60 days to notify the plan manager of any errors.

In accordance with Rule 15c2-12(b)(5) of the Securities Exchange Act of 1934, the board will also produce and disseminate certain financ al information and operating data related to the plan and notices of the occurrence of certain enumerated events as required. Such information will be submitted to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access website known as EMMA currently located at https://emma.msrb.org/Search/Plan529.aspx.

To prevent errors and protect participants, the plan uses reasonable procedures to confirm that transaction requests are genuine. The account owner may be responsible for losses resulting from fraudulent or unauthorized instructions received by the plan manager, provided the plan manager reasonably believes the instructions were genuine. To safeguard your account, please keep your account information confiden ial. Contact the plan manager immediately if you believe there is a discrepancy between a transaction you performed and the confirmatio statement you received, or if you believe someone has obtained unauthorized access to your account.

Information Subject to Change

The information contained in this Plan Description and Savings Trust Agreement is believed to be accurate as of the date published and is subject to change without notice. No dealer, broker, salesperson, or other person is authorized to provide information that is different from the information contained in this Plan Description. In the event of any conflict, applicable law and regulations, including the Internal Revenue Code of 1986, as amended, the Texas Education Code, and the Texas Administrative Code control over this Plan Description.

REQUIRED CONFIDENTIAL INFORMATION

Establishment of an account is subject to acceptance by the plan manager. The plan manager will verify the applicant's identity and other information in compliance with the applicable requirements of the USA PATRIOT Act and other laws. The application includes the account owner's name, street address, Social Security number, and other identifying information. While all personal information will be treated as confidential, applicable law requires submission of this information to open an account, and the applicant may be required to provide confidential supporting documentation. The plan manager may also confirm an applicant's identity using identity verification reports provided by consumer reporting agencies.

If an applicant fails to provide the required information or provides inaccurate information, there may be a delay in processing the application or the application may be rejected. If the identifi ation process cannot be completed, the plan manager may take certain actions without prior notice to the applicant, including rejecting contribution, withdrawal, and transfer requests, suspending account services, or closing the account. The risk of market loss, tax implications, and any other expenses associated with a liquidation of an account under such circumstances will be solely the account owner's responsibility.

ADDITIONAL INFORMATION

The plan regularly makes available on its website at www.lonestar529.com financial information and operating data related to the plan, notices of the occurrence of certain events, and material updates to the plan, including changes to portfolios and the plan manager, investment consultant, and other advisors. Hard copies of these documents are available by calling 800-445-GRAD (4723), option 4. All plan documents should be considered together in connection with investing in and contributing to the plan. At your request, we will provide you, without charge, copies of the plan information.

IMPORTANT NOTICES

This Plan Description, Savings Trust Agreement, and all documents and reports, including those subsequently provided or made available, do not constitute an offer to sell or the solicitation of an offer to buy any security other than an investment in the LoneStar 529 Plan, nor does it constitute an offer to sell or the solicitation to any person in any jurisdiction or under any circumstances in which it would be unlawful.

LINKS TO THIRD-PARTY WEBSITES

Links to third-party websites, such as those operated by the investment managers, are provided for informational purposes. Neither the plan nor any other person or entity affiliated with, or performing services for the plan, make any representation as to the accuracy of the information contained on any third-party website. Website content and website addresses are subject to change and broken links.

THE LONESTAR 529 PLAN IS INTENDED TO BE USED ONLY TO SAVE FOR QUALIFIED HIGHER EDUCATION EXPENSES AS DEFINED BY APPLICABLE LAW. THE LONESTAR 529 PLAN IS NOT INTENDED TO BE USED, AND SHOULD NOT BE USED, BY ANY TAXPAYER FOR THE PURPOSE OF EVADING FEDERAL OR STATE TAXES OR PENALTIES.

LoneStar 529 Plan
P.O. Box 405010
Cincinnati, Ohio 45240

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PART 1: INTRODUCTION

The state of Texas created the Texas Prepaid Higher Education Tuition Board in 1995 to help Texas families save money for college. The board administers the state's education savings programs—the LoneStar 529 Plan and the Texas College Savings Plan® (a direct-sold 529 education savings plan)—as well as the Texas Guaranteed Tuition Plan (a prepaid tuition plan also known as the Texas Tomorrow Fund® that is closed to new enrollment) and the Texas Tuition Promise Fund® (a prepaid tuition plan open to new enrollment from September through February each year). These programs are designed to qualify for tax-favorable treatment under the Internal Revenue Code of 1986, as amended ("Code"), section 529 ("Code §529").

These other plans administered by the board are not described in this Plan Description and may offer different investment options with different underlying investments or different benefits and may be sold through financial professionals or directly to the public. These other plans may be marketed differently from this plan and may assess different fees and expenses compared to those assessed by this plan. More information about these plans is available at www.comptroller.texas.gov/programs/education or by calling 800-445-GRAD (4723).

As plan administrator, the board establishes the governing rules, appoints the plan manager and other consultants, and adopts the plan's investment policy. An independent certified public accounting fir selected by the board audits the plan's fin ncial statements each year.

With the assistance of an investment consultant, the board establishes portfolios an account owner may select for investment, the allocation of each portfolio among the investment asset classes, and the selection of the underlying investments. Aon Investments USA, Inc. is the current investment consultant for the plan and advises the board on investment guidelines and asset allocations, recommends suitable investments and alternatives, and monitors investment performance.

Acting under the auspices of the board, Orion Advisor Solutions, Inc. ("Orion"), the current plan manager, tends to the day-to-day administrative operations. Ultimus Fund Solutions, LLC, a subcontractor of Orion, provides administrative, record keeping, customer service, fund accounting, and reporting services for the plan. Northern Lights Distributors, LLC distributes the plan.

THE PLAN

The plan provides a tax-advantaged savings trust account to pay for the cost of future qualified college tuition, fees, and related educational expenses at eligible colleges and universities. The plan, with certain limitations, may also be used for elementary and secondary education ("K-12") tuition, eligible career schools, and registered apprenticeship programs. Your contributions are held separate from those of other Texas 529 plans as well as state assets and cannot be used to satisfy the government's creditors. Money contributed to a savings trust account, net of plan fees and charges, and earnings on the account are held in trust by the plan for the benefit of the account owner and beneficiar .

CONTRIBUTIONS

See PART 3: CONTRIBUTIONS

To participate in the plan, you need to open an account with an initial deposit of at least $25 per portfolio, or $15 if made through an automated investment plan or payroll deduction. Although anyone can contribute to the account, as the account owner, you are solely authorized to request withdrawals or transfers or to select investment options. You must be a U.S. citizen or permanent resident alien at least 18 years of age with a valid Social Security number to open an account. Your beneficiar , the individual whose qualified education expenses you will be paying through the plan, can be anyone, including yourself.

Subsequent contributions to your account may be made by check or one-time electronic funds transfer, or automatically on a recurring basis through an automatic investment plan or, if your employer allows, payroll deduction.

There is a contribution cap of $500,000 per beneficiary for all Texas 529 plans combined. Accounts with an aggregate contribution balance of $500,000 may continue to accrue earnings, but additional contributions, including rollovers, are prohibited.

Your contributions will be accounted for as units issued at a price equal to the net asset value ("NAV") of the portfolio when the contribution is processed, divided by the number of units outstanding.

INVESTMENTS
See PART 4: INVESTMENT OPTIONS

The plan currently offers three broad investment strategies. The board, with the assistance of its professional advisors, selects individual investments to implement each of these investment approach options. You can allocate your contributions to a single option, or you can distribute your account balance among the various approaches. You will work with your financia advisor to enroll in the plan.

When you select a target enrollment year option to invest in the plan, your contributions will be invested in a group of securities, or a portfolio, tailored to the expected college enrollment year of your beneficiar , although you are free to choose any portfolio you feel best suits your financial circumstances and goals. The target enrollment year option portfolios automatically move to progressively more conservative investment allocations as your beneficiary s anticipated enrollment year approaches. With a risk-based option, you invest in a collection of securities with a defined risk profile. Depending on your circumstances, you can invest according to an aggressive, balanced, or conservative risk profile. If you want the most flexibility over where your money is invested, you can work with your finan ial advisor to choose the individual asset class option and design your own asset allocation. Unlike the portfolios featured in the other two approaches, each portfolio in the individual asset class option focuses on a specific investment goal by investing in a single type, or asset class, of investment.

You can change these designated allocations for future contributions at any time. For assets already in your account, federal law limits reallocation of your investments—transfers of money between portfolios—to twice per calendar year. If you open an account and contribute to it via a rollover, we will assume that you have already used the two allowed investment changes unless you notify us otherwise at the time of the rollover. In addition, you can reallocate account assets anytime you change your beneficiary. Please note that if you change your beneficiary in a target enrollment year portfolio and want to change the target year to correspond with the new beneficiary s target enrollment date, you will need to instruct the plan as it will not happen automatically.

Keep in mind that past performance is not a guarantee of future results. Investment returns and principal values will fluctuate, so an account owner's units may be worth more or less than their original cost. Current performance may be lower or higher than the past performance data cited.

WITHDRAWALS
See PART 5: WITHDRAWALS

You can use the money in your account to pay for your benefi iary's qualifi d higher education expenses, as defined by Code §529. This includes tuition, fees, books, supplies, equipment including computers, and special needs services required to enroll at or attend an eligible college, tuition at a K-12 primary or secondary school, or the cost for an apprenticeship program certifi d with the Secretary of Labor under section 1 of the National Apprenticeship Act (a "registered apprenticeship program"). Subject to certain limitations, payments on qualified student loans of the benefi iary and/or the benefic ary's siblings, and payments for room and board expenses for a beneficia y enrolled on at least a half-time basis may also be included.

FEES AND EXPENSES
See PART 6: PLAN FEES AND EXPENSES

Account owners bear the costs and expenses related to the investments and the administration of the plan including underlying investment expenses, a Program Management Fee, a State Administrative Fee, a Distribution Fee, and in the case of Class A Units, sales charges.

TAX CONSIDERATIONS
See PART 7: TAX CONSIDERATIONS

Plan distributions to pay for qualifi d higher education expenses are not subject to federal income tax. Similarly, the earnings portion of qualified withdrawals is not considered "income" for federal tax purposes. However, using account assets for any other purpose would likely be subject to federal income tax as well as an additional federal tax of 10% and, for non-Texas

residents, any applicable state income taxes. The state income tax consequences will vary by state, but there would be no impact in Texas because the state does not impose an income tax on individuals.

The state tax consequences of using 529 plans for K-12 tuition and other types of qualified expenses may also vary by state and could involve taxes, penalties, and the recapture of any state tax incentives or deductions.

Finally, contributions to the plan would generally be considered a "gift" from you, the account owner, or another contributor to the benefi iary under federal gift tax provisions. Individuals are currently permitted to exclude $19,000 per year per beneficiary (or $38,000 for a married couple) from the federal gift tax. Alternatively, you can make a one-time contribution of $95,000 ($190,000 for married couples) using a special five-ye r election. These limits assume the contributor makes no other gifts to the beneficiar during the period.

RISK FACTORS

See PART 8: RISK FACTORS AND CONSIDERATIONS

Participation in the plan involves certain financia and non-financial risks that you should consider before investing.

Investments are subject to standard investment risks, including market and interest rate risk, and you could lose money by investing in the plan. Neither the board, the plan manager, the investment consultant, nor any of their respective affiliates make any guarantee of, or has any legal obligations to ensure, the ultimate payout of any amount, including a return of contributions made. No level of investment return is guaranteed. Past performance is not indicative of the future performance of any portfolio or underlying investment.

Further, there is no assurance that the account balance will be sufficient to cover your beneficiary s qualified higher education expenses at the time of withdrawal. Any additional costs are the responsibility of you or the beneficiar , not the plan.

While the plan is not considered an asset for Texas-sponsored financial aid, the eligibility of you and/or your beneficiary for federal, other state, or institutional benefits (e.g., financial aid or Medicare) could be affected by participation. In addition, federal and state tax laws may change, altering or eliminating the benefits currently provided under the plan

PART 2: THE APPLICATION PROCESS

To open an account and begin saving for qualifie education expenses, you, as the account owner, must submit to the plan manager an application "in Good Order," meaning that it is accurate, legible, completed in full, and signed by the authorized signatory accompanied by any required supplemental information, documentation, or payment. You must designate a financial advisor on your application when you enroll in the plan. A financial advisor is any individual or entity that is appropriately licensed and who has entered into an agreement with the plan distributor to distribute interests in the plan. This term may include brokers, and financial intermediaries, such as investment advisors or banks. By submitting an application in Good Order, you agree to the terms and conditions of the application and the Savings Trust Agreement (available at www.lonestar529.com/forms-and-literature/) and the terms and conditions of this Plan Description.

While there are no fees or other charges necessary to establish an account, you must make an initial contribution of at least $25 per portfolio or $15 if made through an automated investment plan or by payroll deduction.

Your account will not be established, and any contributions you tender will be rejected or returned, if your application is not in Good Order. You bear the risk of opportunity costs and any other costs or expenses associated with an application not being in Good Order. By signing the application, you acknowledge receipt of this Plan Description and Savings Trust Agreement and accept the terms and conditions.

OWNERSHIP OF THE ACCOUNT

Each account can have only one account owner and one beneficiar . As the account owner, you are the only person authorized to make decisions affecting the account, such as choosing investments, deciding when and how account assets are used, changing the beneficiar , or closing the account. Plus, only you can request a rollover or transfer of contributions

to or from the account. Individuals or entities other than the account owner can also make contributions to an account, but only you, as the account owner, have control over how these contributions are used and only you and your fin ncial advisor will receive confirmation of transactions. In addition, you will receive regular account statements and tax forms, which can also be provided to your financial advisor upon request.

Any individual, trust, estate, custodian, guardian, partnership, association, company, or corporation can be an account owner. An individual must be a U.S. citizen or permanent resident alien at least 18 years old with a valid Social Security number, and an entity must be domiciled in the United States or its territories (a "United States person" within the meaning of Code §7701(a)(30)).

If the account owner is a corporation, partnership, or other entity, a valid taxpayer identification number must be provided, as well as the name and title of the person authorized to act on the entity's behalf. Each time plan forms are submitted, or transactions are conducted, this person will be required to certify that this authority continues. The plan manager will presume that any documents provided by the account owner are valid and effective to bind the entity and will have no liability for defective documentation submitted by the account owner or his or her authorized representative. This Plan Description does not address the income or transfer tax consequences of investments in the plan made by an entity or the propriety of such an investment under state law. It is therefore advised that you consult with your legal and/or tax advisors before opening an entity-owned account.

Your beneficiary can be any individual, including yourself, even if not related to you. Subject to the Maximum Texas Program Contribution Limit, you can open multiple Texas 529 accounts for the same beneficiar , and any other eligible individual or entity can maintain an account for your beneficiar . The benefi iary must be designated at the time the account is opened, unless the account is opened by a state or local government or a tax-exempt organization described in Code §501(c)(3) (e.g., a "charity") as part of a scholarship program.

CHANGING THE ACCOUNT OWNER

Although you cannot sell a plan account, you can transfer ownership of the account to another person if certain conditions are met:

- The transfer must be irrevocable and requested in writing in a form acceptable to the board and plan manager;
- all rights, title, interest, and power over the account must be conveyed;
- you, as the original account owner, may not receive any financial consideration or gain in exchange for the transfer; and
- no federal or state law or regulation prohibits the transfer.

Complete, in Good Order, an Account Maintenance Form (available on the plan website at www.lonestar529.com/forms-and-literature/ or by calling 800-445-GRAD (4723), option 4) to transfer ownership rights in an account. Because there may be tax consequences associated with a transfer of ownership, however, you should consult a qualifi d tax advisor before taking any action.

Transfer of Ownership at Death

You may designate a successor account owner who will have the right of survivorship or otherwise assume your ownership rights and responsibilities under the Savings Trust Agreement in the event of your death. You can designate a successor account owner on the original application when you open your account or you can add or change a successor account owner designation by completing an Account Maintenance Form (available at www.lonestar529.com/forms-and-literature/) afterwards or completed online at www.lonestar529.com and is not effective until it is received and processed by the Plan Manager. On your death, the successor will become the owner of the account after agreeing to the plan terms and conditions by submitting the appropriate documentation to the plan manager, together with a death certificate

If you do not complete the successor account owner information, ownership of the account will pass according to the terms of your will or by operation of law. Transfer of ownership rights under these circumstances may require costly probate or

administrative action. As the account owner, you have sole responsibility for maintaining up-to-date successor information.

Transfer of Ownership on Divorce

Where a parent is the account owner, the marital estate in a divorce generally includes the plan account as an asset. The account, and any assets associated with it, whether contributed by the account owner or a third-party, are not the child's (the beneficiary s) property and the parent (the account owner) may not owe a fiduciary duty to the child. Therefore, unless the divorce decree awards ownership of the account to one person or entity, rather than simple control over the account, ownership disputes may arise. Custodial or trust arrangements can further complicate any future account transactions.

To properly transfer ownership in such cases, a valid divorce decree, or valid order modifying a divorce decree, that awards ownership of the account must be presented to the plan manager. Please contact the plan at 800-445-GRAD (4723), option 4, for information on what additional forms are required. Given the complexities involved when assigning ownership of an account in a divorce, it is recommended that you consult your attorney.

CHANGING THE BENEFICIARY

With certain exceptions, you may change the beneficiary of an account. To avoid the transfer being considered a non-qualifi d withdrawal subject to federal income tax and an additional tax of 10%, the new beneficiary must be a Member of the Family of the existing beneficiar , which under Code §529 includes: the benefi iary's spouse; child, whether by blood or adoption, or a child's descendant; sibling, half-sibling, or step-sibling; parent or parent's ancestor; stepparent; nephew or niece; uncle or aunt; son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, or sister-in-law; the spouse of any individual previously described; or a first cousin of the beneficia .

Further, if the change of beneficiary would violate the Maximum Texas Program Contribution Limit for the new beneficiary, the change will not be permitted.

Account owners may change the benefi iary of an account by submitting to the plan manager, in Good Order, a Change of Beneficiary Form (available at www.lonestar529.com/forms-and-literature/ or by calling 800-445-GRAD (4723), option 4). You are permitted to change your investment options to tailor them to your new benefic ary's circumstances, but you should be aware that if you have elected a target enrollment year investment option, you will have to make a new target enrollment year portfolio selection.

There are no fees for a change of beneficiar , and there are no penalties associated with a change of beneficiary that complies with Code §529. However, a change of beneficiary might have significant gift tax or generation-skipping transfer tax consequences. As a result, you should consult with your tax advisor prior to making any beneficiary change to your account. Also *see PART 7: TAX CONSIDERATIONS* for a more detailed discussion.

SPECIAL RULES FOR UGMA/UTMA CUSTODIAL ACCOUNTS

The custodian of an account opened under a state's Uniform Gifts to Minors Act ("UGMA") or Uniform Transfers to Minors Act ("UTMA") may be able to open a plan account in his or her custodial capacity by submitting, in Good Order, a UGMA/UTMA Form (available at www.lonestar529.com/forms-and-literature/ or by calling 800-445-GRAD (4723), option 4) along with the application. The laws of each state differ, and it is your responsibility to comply with the provisions of the UGMA/UTMA applicable to you.

In these cases, the plan would consider the custodian to be the account owner until the beneficiary reaches the age of majority. But because the beneficiary would be the owner under most UGMA/UTMA laws, any tax consequences would be attributed to the benefi iary, not the custodian. When the beneficiary has reached the age of majority under the applicable UGMA/UTMA laws, the beneficiary will become the account owner with sole control over the account.

Accounts opened by UGMA/UTMA custodians involve additional restrictions that do not apply to other accounts. Generally, these include:

- During the term of the custodianship, the owner of the account cannot be changed to anyone other than a successor custodian for the benefit of the same beneficiary
- the custodian is not permitted to change the beneficiary
- the custodian can use account assets only for the benefit of the beneficiary and in accordance with the rules under applicable UGMA/UTMA laws; and
- either the custodian or the beneficiary must notify the plan when the custodianship ends, and the beneficiary is legally entitled to take control of the account. Contact the plan manager to determine what information to submit to document the termination of the custodianship.

Because only checks or Automated Clearing House ("ACH") transfers (electronic funds transfers ("EFT") or federal money wires) are allowable deposit methods for an account, if non-cash assets held by a UGMA/UTMA account are used, those assets would need to be liquidated, resulting in potential adverse tax consequences to the beneficiary. Consequently, custodians should consider the tax consequences of using a UGMA/UTMA account to participate in the plan. Please consult a tax or legal professional to determine whether and how to transfer assets of an existing UGMA/UTMA account, and what the implications of such a transfer might be for your specific situation. The board and the plan manager will not be liable for any consequences stemming from a custodian's improper use, transfer, or characterization of custodial assets.

PART 3: CONTRIBUTIONS

The minimum contribution to the plan, initial or subsequent, is $25 per portfolio, or $15 if utilizing an automated investment plan or payroll deduction. As the account owner, you should take special note that this restriction is applied on a per portfolio basis. You can allocate your contributions among as many portfolios as you like, subject to this $25 per portfolio minimum.

A contribution, rollover, or transfer may be rejected if the board or the plan manager reasonably believes that: (1) the purpose is for other than financ ng qualifie higher education expenses for the beneficiary of an account; (2) there appears to be an abuse of the plan; or (3) the transaction is otherwise unlawful.

The board or the plan manager may not be able to decide if these terms have been violated for a specific contribution, rollover, or transfer. Therefore, the board and plan manager make no representation that all violative contributions, rollovers, or transfers will be rejected. You are solely responsible for assuring that you comply with laws respecting contributions, rollovers, or transfers.

METHODS OF CONTRIBUTION

Contributions to an account must be in "cash form," meaning by check, electronic funds transfer ("EFT"), an automatic investment plan ("AIP"), payroll deduction if your employer allows, or federal money wire. Credit cards, money orders, and securities will not be accepted, and cash should never be mailed. Third-party checks will be accepted at the plan manager's discretion.

Electronic Funds Transfer

You can contribute to your account with a one-time EFT payment through the Automated Clearing House. To use this option, you must indicate the amount of the contribution and provide a voided bank check or savings account deposit slip. EFTs may also be initiated securely online at www.lonestar529.com through the account owner portal.

Automatic Investment Plans

You may authorize the plan to make deposits into your account by performing periodic, automated debits from a checking or savings account. To initiate an AIP,

an account owner can complete the AIP section of the initial application and submit a voided bank check or savings account deposit slip. Alternatively, if the account has already been opened, you may complete an Account Maintenance Form (available on the plan website at www.lonestar529.com/forms-and-literature/ or by calling 800-445-GRAD (4723), option 4), in Good Order, and submit it to the plan manager together with a voided bank account check or savings account deposit slip. AIPs may also be initiated securely online at www.lonestar529.com through the account owner portal.

Recurring contributions by AIP must be at least $15 monthly per portfolio. An authorization to execute these contributions will remain in effect until the plan manager has received notification of its termination. Changes to, or termination of, an AIP must occur at least five business days before the cycle date, the day you elect to have the automated transaction occur. If no cycle date is indicated, the cycle date will default to the 10th of the month. If the cycle date falls on a weekend or a holiday, the contribution will be made the next business day.

Direct Deposit from Payroll

Direct payroll deposit contributions must be at least $15 per month per portfolio. You may be eligible to make periodic contributions to your account by payroll deduction if your employer allows. Contributions by payroll deduction will only be permitted for employers able to meet the plan's operational and administrative requirements. Both you and your employer must submit forms, in Good Order, to establish payroll deduction contributions. Forms are available on the plan website at www.lonestar529.com/forms-and-literature/, or by calling 800-445-GRAD (4723), option 4.

Systematic Exchange Feature

The plan also allows account owners to make lump sum contributions to the plan and take advantage of dollar cost averaging via monthly systematic exchanges. You choose an originating portfolio and a destination portfolio into which specified dollar amounts (a minimum of $25) will be transferred on a monthly or quarterly basis. You can elect the systematic exchange feature on your application when you initially open your account, or subsequently on an Account Maintenance Form (available at www.lonestar529.com/forms-and-literature/ or by calling 800-445-GRAD (4723), option 4). The originating portfolio must have a balance of at least $1,000 to initiate this process.

An election to begin or end investing contributions on an existing account pursuant to the systematic exchange feature of the plan is counted toward your twice per calendar year investment reallocation limit. The transfers themselves, however, do not count as a reallocation. See the *Limited Investment Direction* section for more information about this limitation.

ROLLOVER CONTRIBUTIONS

Rollover contributions to your account can be made either directly or indirectly and must be accompanied by the appropriate form and other required documentation. A direct rollover involves a trustee-to-trustee transfer of assets (e.g., State A's 529 plan transfers assets to your Texas 529 plan). Yet not all 529 plans permit the direct rollover of assets. In those cases, you would need to make an indirect transfer by withdrawing the money from the contributing 529 plan and depositing those monies in your Texas 529 plan account within 60 days. In all cases, a statement issued by the distributing plan that shows the earnings portion of such rollover must be provided to the plan manager or the entire contribution may be considered taxable.

You should be aware that there may be federal, state, and/or other tax consequences, and in some cases additional taxes or penalties, on a withdrawal from the contributing plan. You are responsible for these consequences and should consult with your tax advisor prior to such transfer. *See PART 7: TAX CONSIDERATIONS* for more information.

Rollovers from a Different Beneficiary

Where the contributing 529 plan and your Texas plan have different beneficiaries, your beneficiary must be a Member of the Family of the contributing plan beneficiar , and the money must be deposited into your account within 60 days of the distribution from the transferring account. If your beneficiary is not a Member of the Family of the transferring beneficiar , or the rollover contribution is not made within 60 days, the transfer may be considered a non-qualifi d withdrawal. A non-qualifi d withdrawal is subject to federal income tax on any earnings plus a 10%

additional tax. See the *Changing the Beneficiary* section for more information about the Member of the Family requirement.

Rollovers from the Same Beneficiary

Transfers between two Texas 529 plans for the same beneficiary are not treated as rollovers, but as nontaxable investment option reallocations. There is a twice-per-calendar-year limit on such reallocations for each account. You should note that this limit considers all Texas accounts with the same account owner and the same beneficiary as a single account

Rollovers or transfers between 529 plan accounts in different states for the same beneficiary may be free of federal income tax and the 10% additional tax so long as the transaction is completed within 60 days and does not occur within 12 months of any previous transfer. You should consult with your tax or financial advisor prior to any transfer.

Coverdell ESAs and Series EE/ I Bonds

Tax-free transfers into an account may also be made from a Coverdell Education Savings Account ("Coverdell ESA") or in connection with the redemption of Series EE or Series I Bonds. An account statement issued by the financial institution that acted as custodian of the Coverdell ESA showing basis and earnings needs to be submitted to the plan manager. Similarly, an account statement or IRS Form 1099-INT issued by the fin ncial institution that processed the bond redemption showing the amount of interest needs to go to the plan manager. Failure to submit these documents may cause the entire amount transferred to be subject to income tax. Again, you are responsible for any taxes owed and should consult a qualified tax or financial advisor prior to any such transfers

THIRD-PARTY CONTRIBUTIONS

Anyone can make contributions to your account, but only you, as the account owner, have control over how these contributions are used. *See PART 7: TAX CONSIDERATIONS* for more information.

RECONTRIBUTIONS

If your beneficiary withdraws from school, tuition or any other qualified higher education expense paid from your account that is refunded from an eligible educational institution can be returned to your account without the federal tax on earnings or the 10% additional tax, provided the recontribution is made to an account for the same beneficiary within 60 days of the refund and the amount of the recontribution does not exceed the refunded amount. Please consult with your tax advisor for more information on any impact a recontribution would have on your personal taxes.

LIMITATIONS ON CONTRIBUTIONS

Additional contributions to your account will be rejected if it would cause the aggregate contribution balance of all Texas 529 program accounts for your beneficiary to exceed the Maximum Texas Program Contribution Limit, which is currently $500,000. This limit considers all 529 programs administered by Texas—the plan, the Texas Guaranteed Tuition Plan, the Texas Tuition Promise Fund, and the Texas College Savings Plan—regardless of the owner. The board sets and may amend the Maximum Texas Program Contribution Limit at any time without prior notice to you.

There is no limit to the growth of an account from earnings. As such, accounts that have reached the Maximum Texas Program Contribution Limit may continue to increase in value based on market fluctuation. However, no new contributions will be accepted while your aggregate contribution balance exceeds the Maximum Texas Program Contribution Limit.

Excess Contributions

The plan manager will reject any contribution, rollover, or transfer that would cause your aggregate contribution balance to exceed the Maximum Texas Program Contribution Limit. Therefore, once your total contribution balances in all Texas 529 plans combined for one beneficiary reach $500,000, the plan manager will not accept additional contributions, rollovers, or transfers.

ACCOUNT ADMINISTRATION

Contributions received by the plan manager in Good Order are converted to units at the Net Asset Value ("NAV") calculated for the business day the contributions are invested. The plan manager calculates a NAV for each unit of a portfolio after 4:00pm ET on each day that the New York Stock Exchange is open for trading by dividing the value of the underlying investments held in a portfolio, plus any receivables and less any liabilities, including the management and administrative fees, by the number of outstanding units of the portfolio.

Following receipt of contributions by check, AIP, or EFT, the board and plan manager reserve the right, subject to applicable law, to not allow withdrawal of those assets or their equivalent for up to ten business days. The board and plan manager may impose a fee, which may be deducted from the account, for any check, AIP debit, or EFT contribution returned unpaid by the financial institution upon which it is drawn. Transaction requests received in Good Order prior to the close of the New York Stock Exchange (normally 4:00pm ET) will be processed on the same business day. If the transaction request is received after 4:00pm ET, it will be processed on the succeeding business day.

Dividends and/or capital gains paid by the underlying investments to the plan are refl cted in the NAV of the applicable investment fund and are not distributed as cash into individual accounts.

Except for recurring contributions made through an AIP, payroll deduction, or the systematic exchange feature, confirmation statements will be mailed for any activity in an account. Account owners will also receive a quarterly statement of all account activity for that period. You can elect to receive these confirmations and account statements in electronic format by accessing the account owner portal on the plan website (www.lonestar529.com). We provide your financial advisor copies of confirmations, and, if requested, account statements and tax forms. You have 60 days to notify the plan manager of any errors on any account confirmation, statement, or tax form

PART 4: INVESTMENT OPTIONS

When you apply for an account, you will decide how your money will be invested by selecting one or more investment approach options and allocating a percentage of your initial contribution to specifi portfolios within those options. The total allocation for all portfolios combined must equal 100 percent. All subsequent contributions will be invested the same way unless and until you select new allocations.

You can change these designated allocations for future contributions at any time. For assets already in your account, federal law limits reallocation of your investments—transfer of money between two or more portfolios—to only twice per calendar year. In addition, you can reallocate account assets anytime you change your beneficiar .

Most of these changes to your investments can be made directly on the plan website (www.lonestar529.com), and all can be made by submitting an Account Maintenance Form (available at www.lonestar529.com/forms-and-literature/ or by calling 800-445-GRAD (4723), option 4) in Good Order to the plan manager.

Please note that the unit classes, investment approach options, portfolio offerings, and underlying investments may change from time to time. Additional investment options may be added in the future, and the portfolios comprising those options may be changed, consolidated, or eliminated. UNITS IN ANY ELIMINATED PORTFOLIO WILL BE EXCHANGED FOR UNITS IN ANOTHER PORTFOLIO AS DETERMINED BY THE BOARD, AT ITS DISCRETION WITHOUT PRIOR NOTICE. The consent of account owners, other contributors, or benefic aries to any such change, addition, elimination, or consolidation of unit classes, investment approach options, portfolios, and underlying investments is not required. To advance certain public policies, Texas or the U.S. could establish laws that require or preclude the plan from certain investments, which might limit the plan from investments that otherwise meet its investment criteria. Further, while the plan might be exempt from statutes that prohibit certain investments or require specific contract language, the board may voluntarily choose a vendor, including any investment manager, that meets these statutory requirements and the plan's investment objectives.

UNIT CLASSES

The board has authorized certain financial advisors to accept applications and distribute units in the plan. All account owners are eligible to purchase any class of units, but not all unit classes are available through all financial advisors

The plan currently offers two classes of units, each with its own sales and distribution charge structure. As an account owner, you must designate on your enrollment application: (1) the unit class you wish to purchase; and (2) your financial advisor. By naming your financial advisor on the application, you grant your financial advisor the authority to request access to, or copies of, certain documents related to your account.

RIA CLASS UNITS

The plan offers registered investment advisor ("RIA") Class units. Rather than imposing fees on a transactional basis (as Class A units do), RIA Class units are sold without any front-end or deferred sales charges, distribution, or service fees. Instead, you, the account owner, will be charged a separate fee directly by your financial advisor as compensation for his or her services pursuant to a separate agreement.

You should note that while RIA Class units are not subject to sales commissions, distribution fees, or service fees, you will still be subject to the plan's annual asset-based plan fees. More information on these fees and other charges can be found in *PART 6: PLAN FEES AND EXPENSES.*

CLASS A UNITS

Class A units incur a sales charge of 2.75% computed as a percentage of each contribution to an account. This sales charge will be subtracted from the amount of each contribution and the remainder will be invested in your account. A portion of the sales charge may be retained by the plan distributor or paid to your fi ancial advisor as a concession.

This sales charge may be waived for certain investors:

- Present or former officers, directors, trustees, and employees (and "family members") of the plan manager and the plan distributor and retirement plans for their employees. For these purposes, "family members" means a spouse, children, grandchildren, parents (and their siblings), grandparents, siblings and their children, and in-laws;
- Present or former employees of firms offering the plan as a voluntary benefit package
- Dealers, financial advisors, brokers, banks, or registered investment advisors who make the plan investment products available to their clients;
- Employees and registered representatives (and their spouses) of dealers, financial advisors, or brokers who have entered sales arrangements with such advisors or the plan distributor and have certified to the plan distributor that the purchase is for the purchaser's own account (or for the benefit of such employee's spouse or minor children);
- Investors who previously purchased Class ADV units that have since been converted to Class A units;
- By special written agreement; and
- At the discretion of your financial adviso .
- Class A units also incur an annual asset-based distribution charge that is paid to advisors that sell Class A units. This charge is computed as 0.25% of the average daily net assets of the units sold by the advisor.

INVESTMENT OPTIONS

The plan offers account owners three investment approach options. You can place your money in:

- a portfolio based on the expected school enrollment year of your beneficiary — **the target enrollment year option**;
- a portfolio with underlying investments tailored to a specific risk profile — **the risk-based option**; or
- a portfolio with one or more underlying investments of the same asset type — **the individual asset class option**.

Within these broad categories, account owners are presented with a range of more specific portfolio options that are discussed in more detail below.

The board, in consultation with its advisors, has approved each portfolio with a different investment objective and asset allocation mix because investors have different investment goals, savings needs,

investment time horizons, risk tolerances, and fi ancial and tax situations. Because the portfolios have different investment objectives, you can diversify your investment approach. When investing in the plan, an account owner should consider, among other factors, when contributions will be made, the contribution amounts, the holding time for assets in the account before withdrawals will start to be made, other resources expected to be available for your beneficiary s education expenses, and the age and expected enrollment year of your beneficiar . You should also periodically assess and, if appropriate, adjust your investment choices with your time horizon, risk tolerance, and investment objectives in mind. Please *see PART 8: RISK FACTORS AND CONSIDERATIONS* for more information about the risks associated with the plan and investing.

None of the portfolios are designed to provide a specific return. An account may fluctuate in value and be worth more or less than the amounts you contributed at any time. Generally, portfolios with higher allocations in fix d income and stable value investments tend to be less volatile than those with higher equity underlying investments. Each portfolio may invest in mutual funds or other investments, but you do not have a direct beneficial interest in these mutual funds, separate accounts, and other instruments held by that portfolio and, therefore, do not have the rights of an owner or shareholder in those underlying investments.

Accounts, including amounts contributed and any investment return, are not insured or guaranteed by the board, the plan, the plan manager or its affiliates, or any government agency. Neither the board, nor any member of the board or the state of Texas will be liable for any loss incurred by any person participating in the plan.

The actual mix of assets in portfolios that invest in more than one underlying investment will vary over time based on market performance. In addition, a portfolio may periodically not be fully invested and may hold a limited amount of cash as needed to avoid overdrafts from redemption requests, securities settlements, or similar situations. In seeking to meet the investment objective of each portfolio, underlying investments, allocations to individual underlying investments, and their weightings may change in response to changing market or economic conditions, subject to investment policies and guidelines approved by the board and without prior notice to account owners. The plan manager will allocate each portfolio's assets among underlying investments within the guidelines of each portfolio's investment objective.

You, as the account owner, designate your investment approach and select the specific portfolios in which you will invest. As discussed, you can change your approach option or your portfolios from time to time, but you do not have the authority to select specifi underlying investments. The board, upon the advice of its consultants, establishes alternative investment options, selects the parameters of the investment options, portfolios, and underlying investments, and has the right to change them and apply them to your previous contributions without prior notice to you.

TARGET ENROLLMENT YEAR OPTION

The plan offers ten target enrollment year portfolios in two-year increments. Rather than automatically placing your contributions in a portfolio based on the beneficiary s current age, the plan provides flexibility to advisors and their clients by allowing them to choose a portfolio based on their beneficiary s target enrollment year. Typically, families assume their child will need access to their higher education savings beginning at age 18. For instance, if your beneficiary was born in 2020, the 2038/2039 Portfolio might be appropriate, or you can choose one of the other target enrollment year portfolio options if it better suits your risk tolerance, investment time horizon, or savings goals. If you wish to save for K-12 tuition, you may consider choosing a portfolio that corresponds to the date you anticipate you will need access to the funds for your beneficiar . Please keep in mind that saving for K-12 tuition may involve a signifi antly shorter investment time horizon with less potential for growth.

The asset allocations of the target enrollment year portfolios, other than the Enrolled Years Portfolio, are automatically adjusted every six months to become more conservative over time as the beneficiary s target enrollment year draws nearer. The asset allocation for the Enrolled Years Portfolio is not adjusted because it has already reached the most conservative asset allocation recommended by the plan's investment advisor.

Once every two years, the plan will automatically identify those accounts whose selected target enrollment year has been reached, merging those portfolios and their assets into the Enrolled Years Portfolio. For example, if the target enrollment year you selected for your beneficiary was 2026-2027 and the year is 2027, sometime after the spring semester of 2027, your portfolio and account balance will be merged into the Enrolled Years Portfolio. A new target enrollment year portfolio will be created to maintain 10 target enrollment year portfolios.

Because of market gains and losses and earnings, the investment allocation of each portfolio may differ over time from the target asset allocation. To maintain the target asset allocation for each portfolio, the plan manager will rebalance the portfolios periodically when there is a positive or negative variance of fiv percent or more. For more information about the risks associated with investing, please *see PART 8: RISK FACTORS AND CONSIDERATIONS*.

Portfolio Descriptions

Note that the following asset allocations, excluding the Enrolled Years Portfolio, will change every six months. Percentage allocations have been rounded for simplicity; the total may therefore exceed 100%. Please see the plan website www.lonestar529.com/forms-and-literature/ or call 800-445-GRAD (4723), option 4, for the most up-to-date information.

The ***2042-2043 Portfolio*** currently invests primarily in equity and seeks capital growth within the portfolio. The portfolio has a current target allocation of about 38% domestic equity, 28% global equity, and 15% international equity, as well as 13% fixed income and credit and 7% real assets seeking to slightly offset equity volatility.

The ***2040-2041 Portfolio*** currently invests primarily in equity and seeks capital growth within the portfolio. The portfolio has a current target allocation of about 38% domestic equity, 28% global equity, and 15% international equity, as well as 13% fixed income and credit and 7% real assets seeking to slightly offset equity volatility.

The ***2038-2039 Portfolio*** also currently invests primarily in equity and seeks capital growth within the portfolio. The portfolio has a current target allocation of about 37% domestic equity, 28% global equity, and 14% international equity, as well as 14% fixed income and credit and 7% real assets seeking to slightly offset equity volatility.

The ***2036-2037 Portfolio*** currently invests in a blended allocation of equity and fixed income yet is still more heavily weighted toward equity investments seeking to capture further capital growth opportunities. The portfolio has a current target allocation of 36% domestic equity, 27% global equity, and 14% international equity, as well as 17% fixed income and credit and 6% real assets seeking to offset equity volatility and provide income.

The ***2034-2035 Portfolio*** currently invests in a blended allocation of equity and fixed income and seeks moderate capital growth and income. The portfolio has a current target allocation of 31% domestic equity, 23% global equity, and 12% international equity, as well as 30% fixed income and credit and 5% real assets seeking to further offset equity volatility and provide income.

The ***2032-2033 Portfolio*** currently invests in a blended allocation tilted toward equity over fixed income. The portfolio has a current target allocation of 25% domestic equity, 19% global equity, 10% international equity, and 42% fixed income and credit and 4% real assets seeking to provide some capital growth and income.

The ***2030-2031 Portfolio*** currently invests in a blended allocation of equity and fixed income with a heavier weight toward fixed income seeking to shift the investment focus more heavily toward capital preservation and income. The portfolio has a current target allocation of 20% domestic equity, 15% global equity, 8% international equity, 54% fixed income and credit, and 4% real assets.

The ***2028-2029 Portfolio*** currently invests in a blended allocation of equity and fixed income with a heavier weight toward fix d income. The portfolio has a current target allocation of 15% domestic equity, 11% global equity, 6% international equity, 66% fi ed income and credit, and 3% real assets.

The ***2026-2027 Portfolio*** currently invests in a blended allocation of equity and fi ed income with a heavy weight toward fixed income, as well as the inclusion of stable value seeking to provide additional income. The portfolio has a current target allocation of 9% domestic equity, 7% global equity, 4% international equity, 72% fix d income and credit, 2% real assets, and 6% stable value.

The **Enrolled Years Portfolio** is the last target enrollment year portfolio. This portfolio assumes that your beneficiary is enrolled in college and seeks to preserve capital and provide income to support withdrawals from the account. The portfolio has a target allocation of 4% domestic equity, 3% global equity, 2% international equity, 76% fixed income and credit, 1% real assets, and 15% stable value.

RISK-BASED OPTION

If you prefer a portfolio with a specific risk profil and asset allocation target, you can select the risk-based option. Portfolios under this approach invest in a combination of underlying investments that, considered together, conform to a designated risk profile. While the asset allocations for each of these portfolios is not frequently changed, the board, with its advisors, reviews the underlying investments regularly and may change portfolio allocations or eliminate individual funds.

Further, because of market gains, losses or earnings, the actual allocation of each portfolio may differ over time from the target asset allocation. To maintain the target asset allocation for each portfolio, the plan manager will generally rebalance the portfolios periodically when there is a positive or negative variance of fiv percent or more. For more information about the risks associated with investing, please *see PART 8: RISK FACTORS AND CONSIDERATIONS.*

Once you have selected a risk-based portfolio, your money will remain in that portfolio unless you instruct the plan to move it to another, absent a change in the portfolio offerings by the board.

Portfolio Descriptions

Percentage allocations have been rounded for simplicity; the total may therefore exceed 100%.

The ***Aggressive Allocation Portfolio*** seeks long-term capital growth by investing in an asset allocation weighted heavily toward equity investments versus fixed income investments. The portfolio has a target allocation of 34% domestic equity, 25% global equity, 13% international equity, 22% fix d income and credit, and 6% real assets.

The ***Balanced Allocation Portfolio*** seeks moderate growth by investing in a balanced asset allocation somewhat weighted toward equity investments over fixed income investments. The portfolio has a target allocation of 28% domestic equity, 21% global equity, 11% international equity, 36% fixed income and credit, and 5% real assets.

The ***Conservative Allocation Portfolio*** seeks conservative growth by investing primarily in fixe income, with the inclusion of some equity and some stable value. The portfolio has a target allocation of 10% domestic equity, 7% global equity, 4% international equity, 71% fixed income and credit, 2% real assets, and 6% stable value.

INDIVIDUAL ASSET CLASS OPTION

If you want to create your own asset allocation, you can choose one or more of the 20 individual asset class option portfolios. Each of these portfolios contains a single type, or asset class, of underlying investment. For example, the U.S. Total Stock Market Portfolio invests predominantly in domestic stocks, while the Active International Portfolio and Passive International Portfolio include predominantly foreign stocks. The underlying investment(s) in which each portfolio invests will be reviewed regularly by the board and could change over time. For more information about the risks associated with investing, please *see PART 8: RISK FACTORS AND CONSIDERATIONS.*

As with the risk-based option, once you have selected an individual asset class portfolio, your money will remain in that portfolio unless you instruct the plan to move it to another, absent a change in offerings by the board.

Portfolio Descriptions

Percentage allocations have been rounded for simplicity; the total may therefore exceed 100%.

The ***Diversified Equity Portfolio*** seeks long-term capital appreciation by investing its assets in equity investments. The target allocation for this portfolio is 20% in the Vanguard Total Stock Market Index fund, 18% in each of the T. Rowe Price Global Growth Stock fund and Dodge & Cox Global Stock fund, 12% in each of the T. Rowe Price Large Cap Growth fund and Artisan Value fund, 10% in the Vanguard Total International Stock Market Index fund, 8% in the Dodge & Cox International Stock fund, and 3% in the DFA U.S. Small Cap Portfolio.

The ***Diversified Fixed Income Portfolio*** seeks low volatility and income from a diversified selection of fix d income investments. The target allocation for this portfolio is 35% for the Vanguard Total Bond Market Index fund, 35% for the Baird Core Plus Bond fund, and 15% each for the Eaton Vance Floating Rate fund and Federated Hermes High Yield Bond fund.

The ***U.S. Value Portfolio*** seeks long-term capital growth through value equity investments, which are those companies that are cash-producing and in strong financial condition, while selling at discounted prices to their expected intrinsic value. The target allocation for this portfolio is 100% Artisan Value fund.

The ***U.S. Growth Portfolio*** seeks long-term capital growth through growth equity investments, which are those companies with above-average expectations for earnings and cash flow growth. The target allocation for this portfolio is 100% T. Rowe Price Large Cap Growth fund.

The ***U.S. Total Stock Market Portfolio*** seeks long-term capital growth through equity investments by tracking the returns of the U.S. stock market. The asset allocation for this portfolio is 100% Vanguard Total Stock Market Index fund.

The ***Small Cap Portfolio*** seeks long-term capital growth by investing in smaller companies, or those with low market capitalizations. The asset allocation for this portfolio is 100% DFA U.S. Small Cap Portfolio.

The ***Active International Portfolio*** seeks long-term capital growth and income by investing at least 80% of its assets in non-U.S. company equities. The target allocation for this portfolio is 100% Dodge & Cox International Stock fund.

The ***Passive International Portfolio*** seeks long-term capital growth through equity investments of developed and emerging non-U.S. companies. The target allocation for this portfolio is 100% Vanguard Total International Stock Market Index fund.

The ***Emerging Markets Portfolio*** seeks exposure to emerging market growth via a high-quality approach. The target allocation for this portfolio is 100% Neuberger Berman Emerging Markets Equity fund.

The ***Long-Term Fixed Income Portfolio*** seeks income by tracking the performance of the Bloomberg U.S. Long Treasury Bond Index fund. The target allocation for this portfolio is 100% Vanguard Long-Term Treasury Index fund.

The ***Active Bond Portfolio*** seeks income from a core bond holding made up of high-quality, intermediate-term bonds. The target allocation for this portfolio is 100% Baird Core Plus Bond fund.

The ***Passive Bond Portfolio*** seeks to track the performance of a broad, market-weighted bond index. The target allocation for this portfolio is 100% Vanguard Total Bond Market Index fund.

The ***High Yield Fixed Income Portfolio*** seeks high current income by investing primarily in lower-rated corporate fixed income securities. The target allocation for this portfolio is 100% Federated Hermes High Yield Bond fund.

The ***International Fixed Income Portfolio*** seeks maximum total return using intermediate maturity non-U.S. fixed income instruments. The target allocation for this portfolio is 100% PIMCO International Bond fund.

The ***Inflation Protection Portfolio*** seeks to provide infl tion protection and earn current income consistent with inflation-protected securities. The target allocation for this portfolio is 100% DFA Inflatio -Protected Securities fund.

The ***Short-Term Fixed Income Portfolio*** seeks to provide a total return, net of fees, greater than the Bloomberg Barclays 1-3 Year U.S. Government/ Credit Bond Index fund. The target allocation for this portfolio is 100% Baird Short-Term Bond fund.

The ***Socially Responsible Portfolio*** seeks capital growth while investing in large-and-mid-capitalization stocks that meet certain environmental, social, and corporate governance (ESG) criteria. The target allocation for this portfolio is 100% Vanguard FTSE Social Index fund.

The ***Commodity Portfolio*** seeks to capture performance potential of commodities through derivative exposure to the broad-based Bloomberg Commodity Index fund. The target allocation for this portfolio is 100% PIMCO Commodity Real Return fund.

The ***Real Estate Portfolio*** seeks to provide total return and diversifi ation from stocks and bonds by investing in Real Estate Investment Trusts (REITs). The target allocation for this portfolio is 100% Vanguard Real Estate Index fund.

The ***Capital Preservation Portfolio*** seeks to provide a stable flow of current income. The target allocation for this portfolio is 100% New York Life Guaranteed Interest Account.

The board, after consultation with its advisors, may change or eliminate any security selected for any portfolio at any time without prior notice.

A summary of the target allocations to the underlying investments for each portfolio, called the "Investment Allocation Worksheet," follows. These allocations are current as of the publication date of this Plan Description and are subject to change. See the plan website at www.lonestar529.com/forms-and-literature/ or call 800-445-GRAD (4723), option 4, for the most up-to-date information.

TARGET ENROLLMENT YEAR OPTIONS										
UNDERLYING INVESTMENT FUND	**2042-2043 Portfolio**	**2040-2041 Portfolio**	**2038-2039 Portfolio**	**2036-2037 Portfolio**	**2034-2035 Portfolio**	**2032-2033 Portfolio**	**2030-2031 Portfolio**	**2028-2029 Portfolio**	**2026-2027 Portfolio**	**Enrolled Years Portfolio**
Artisan Value (APHLX)	9.69%	9.69%	9.52%	9.18%	7.82%	6.46%	5.10%	3.74%	2.38%	1.02%
DFA U.S. Small Cap (DFSTX)	2.42%	2.42%	2.38%	2.30%	1.96%	1.62%	1.28%	0.94%	0.60%	0.26%
T Rowe Price Large Cap Growth (TRLGX)	9.69%	9.69%	9.52%	9.18%	7.82%	6.46%	5.10%	3.74%	2.38%	1.02%
Vanguard Total Stock Market Index (VSMPX)	16.15%	16.15%	15.89%	15.29%	13.04%	10.77%	8.50%	6.23%	3.97%	1.69%
Dodge & Cox Global Stock (DODWX)	14.13%	14.13%	13.88%	13.39%	11.40%	9.42%	7.44%	5.45%	3.47%	1.49%
Dodge & Cox International Stock (DODFX)	6.46%	6.46%	6.35%	6.12%	5.21%	4.31%	3.40%	2.49%	1.59%	0.68%
T. Rowe Price Global Growth Stock (RGGIX)	14.13%	14.13%	13.88%	13.39%	11.40%	9.42%	7.44%	5.45%	3.47%	1.49%
Vanguard Total International Stock Index (VTPSX)	8.08%	8.08%	7.93%	7.65%	6.52%	5.38%	4.25%	3.12%	1.98%	0.85%
DFA Inflation-Protected Securities (DIPSX)	0.00%	0.00%	0.00%	0.00%	5.18%	12.99%	19.15%	25.33%	28.12%	30.00%
Baird Core Plus Bond (BCOIX)	2.50%	2.50%	3.33%	5.00%	9.07%	11.84%	15.42%	19.00%	21.08%	22.50%
Vanguard Total Bond Market Index (VBMPX)	2.50%	2.50%	3.33%	5.00%	9.07%	11.84%	15.42%	19.00%	21.08%	22.50%
Eaton Vance Floating-Rate (EIBLX)	3.80%	3.80%	3.73%	3.60%	3.07%	2.53%	2.00%	1.47%	0.93%	0.40%
Federated Hermes Institutional High Yield Bond (FIHBX)	3.80%	3.80%	3.73%	3.60%	3.07%	2.53%	2.00%	1.47%	0.93%	0.40%
Vanguard Real Estate Index (VGSLX)	6.65%	6.65%	6.53%	6.30%	5.37%	4.43%	3.50%	2.57%	1.63%	0.70%
New York Life Guaranteed Interest	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	6.39%	15.00%
Total Allocation	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**

RISK-BASED OPTIONS			
UNDERLYING INVESTMENT FUND	**Aggressive Allocation Portfolio**	**Balanced Allocation Portfolio**	**Conservative Allocation Portfolio**
Artisan Value (APHLX)	8.64%	7.08%	2.52%
DFA U.S. Small Cap (DFSTX)	2.16%	1.77%	0.63%
T Rowe Price Large Cap Growth (TRLGX)	8.64%	7.08%	2.52%
Vanguard Total Stock Market Index (VSMPX)	14.40%	11.79%	4.19%
Dodge & Cox Global Stock (DODWX)	12.60%	10.33%	3.68%
Dodge & Cox International Stock (DODFX)	5.76%	4.72%	1.68%
T. Rowe Price Global Growth Stock (RGGIX)	12.60%	10.33%	3.68%
Vanguard Total International Stock Index (VTPSX)	7.20%	5.90%	2.10%
DFA Inflation-Protected Securities (DIPSX	1.00%	10.00%	28.00%
Baird Core Plus Bond (BCOIX)	7.00%	10.00%	20.50%
Vanguard Total Bond Market Index (VBMPX)	7.00%	10.00%	20.50%
Eaton Vance Floating-Rate (EIBLX)	3.50%	3.00%	1.00%
Federated Hermes Institutional High Yield Bond (FIHBX)	3.50%	3.00%	1.00%
Vanguard Real Estate Index (VGSLX)	6.00%	5.00%	2.00%
New York Life Guaranteed Interest	-	-	6.00%
Total Allocation	**100.0%**	**100.0%**	**100.0%**

INDIVIDUAL ASSET CLASS OPTIONS										
UNDERLYING INVESTMENT FUND	**Diversified Equity Portfolio**	**Diversifi d Fixed Income Portfolio**	**U.S. Value Portfolio**	**U.S. Growth Portfolio**	**U.S. Total Stock Market Portfolio**	**Small-Cap Portfolio**	**Active International Portfolio**	**Passive International Portfolio**	**Emerging Markets Portfolio**	**Long-Term Fixed Income Portfolio**
Artisan Value (APHLX)	12.00%	-	100.00%	-	-	-	-	-	-	-
DFA U.S. Small Cap (DFSTX)	3.00%	-	-	-	-	100.00%	-	-	-	-
T Rowe Price Large Cap Growth (TRLGX)	12.00%	-	-	100.00%	-	-	-	-	-	-
Vanguard Total Stock Market Index (VSMPX)	20.00%	-	-	-	100.00%	-	-	-	-	-
Dodge & Cox Global Stock (DODWX)	17.50%	-	-	-	-	-	-	-	-	-
Dodge & Cox International Stock (DODFX)	8.00%	-	-	-	-	-	100.00%	-	-	-
Neuberger Berman Emerging Markets Equity (NREMX)	-	-	-	-	-	-	-	-	100.00%	-
T. Rowe Price Global Growth Stock (RGGIX)	17.50%	-	-	-	-	-	-	-	-	-
Vanguard Total International Stock Index (VTPSX)	10.00%		-	-	-	-	-	100.00%	-	-
Baird Core Plus Bond (BCOIX)	-	35.00%	-	-	-	-	-	-	-	-
Vanguard Total Bond Market Index (VBMPX)	-	35.00%	-	-	-	-	-	-	-	-
Vanguard Long-Term Treasury Index (VLGSX)	-	-	-	-	-	-	-	-	-	100.00%
Eaton Vance Floating-Rate (EIBLX)	-	15.00%	-	-	-	-	-	-	-	-
Federated Hermes Institutional High Yield Bond (FIHBX)	-	15.00%	-	-	-	-	-	-	-	-
Total Allocation	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**

INDIVIDUAL ASSET CLASS OPTIONS										
UNDERLYING INVESTMENT FUND	**Active Bond Portfolio**	**Passive Bond Portfolio**	**High Yield Fixed Income Portfolio**	**International Fixed Income Portfolio**	**Inflation Protection Portfolio**	**Short-Term Fixed Income Portfolio**	**Socially Responsible Portfolio**	**Commodity Portfolio**	**Real Estate Portfolio**	**Capital Preservation Portfolio**
Baird Short-Term Bond (BSBIX)	-	-	-	-	-	100.00%	-	-	-	-
DFA Inflation Protected Securities (DIPSX)	-	-	-	-	100.00%	-	-	-	-	-
PIMCO International Bond (USD-Hdg) (PFORX)	-	-	-	100.00%	-	-	-	-	-	-
Baird Core Plus Bond (BCOIX)	100.00%	-	-	-	-	-	-	-	-	-
Vanguard Total Bond Market Index (VBMPX)	-	100.00%	-	-	-	-	-	-	-	-
Federated Hermes Institutional High Yield Bond (FIHBX)	-	-	100.00%	-	-	-	-	-	-	-
PIMCO Commodity Real Return (PCRIX)	-	-	-	-	-	-	-	100.00%	-	-
Vanguard FTSE Social Index (VFTAX)	-	-	-	-	-	-	100.00%	-	-	-
Vanguard Real Estate Index (VGSLX)	-	-	-	-	-	-	-	-	100.00%	-
New York Life Guaranteed Interest	-	-	-	-	-	-	-	-	-	100.00%
Total Allocation	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**

Diversifi ation does not guarantee a profi or protect against loss. Each underlying investment has its own risks. For a discussion of those risks, please *see PART 8: RISK FACTORS AND CONSIDERATIONS*.

Contributions to the Capital Preservation Portfolio are invested in a funding agreement issued by the New York Life Insurance Company to the plan manager on behalf of the board. Other portfolios with asset allocations to the New York Life Guaranteed Interest Account as of the date of this Plan Description are listed in the above chart. New York Life Insurance Company, a mutual life insurance company founded in 1845, and its family of companies provide insurance, investment, and retirement solutions to both the individual and institutional markets. Its main offices are in New York City, New York. Account owners have an interest in the Capital Preservation Portfolio, not the underlying funding agreement, which is not a mutual fund or collective investment trust.

Interest applied to your account will depend on the funding agreement's semi-annual crediting rates, which are subject to change on January 1 and July 1 of each year, and any applicable fees charged by the plan. Crediting rates will never be below 1%, but because the plan charges Program Management and State Administrative fees, the interest posted to your account may be lower than 1%. The current effective annual interest rate applicable to the funding agreement will be posted on the plan's website. If you do not have access to a computer and would like a hard copy of the information sent to you, please call the plan manager at 800-445-GRAD (4723), option 4.

UNDERLYING INVESTMENTS

The board has currently selected Artisan Partners Limited Partnership, Dimensional Fund Advisors LP, Dodge & Cox, Eaton Vance Corp., Federated Hermes, Inc., Neuberger Berman Group, LLC, Pacifi Investment Management Company, LLC, Robert W. Baird & Co., T. Rowe Price Associates, Inc., and The Vanguard Group, Inc. to each be an investment manager. In this capacity, each manages the underlying investment(s) in which the portfolios invest. A separate board of trustees and/or investment manager for an underlying investment, and not the board, the plan, or the plan manager, determines the investment policies and strategies for each underlying investment.

If instructed by the board, the plan manager will cause a portfolio to divest itself of one or more underlying investments. During the transition from one underlying investment to another, a portfolio may be temporarily uninvested in an asset class.

During this time, a portfolio may also temporarily hold securities if the disposing underlying investment chooses to use an in-kind redemption. Where this is the case, the plan manager will liquidate the securities received in an orderly manner with due consideration for the interests of account owners and invest the proceeds in the replacement underlying investment selected by the board. Any redemption fees or other transaction costs, as well as any market impact on the value of the securities being liquidated, will be borne by the portfolio and the account owners invested in it. Please *see PART 8: RISK FACTORS AND CONSIDERATIONS* for more information about the risks associated with the plan and the underlying investments.

For more information on the investment objectives, strategies, and principal risks of the underlying investments, please visit the website or click on the links for the individual fund as indicated below.

Underlying Investment	Phone	Website
Artisan Value Fund	(800) 344-1770	https://www.artisanpartners.com/individual-investors/investments/us-value-team/value-fund-artlx.html
Baird Core Plus Bond Fund	(866) 442-2473	https://www.bairdassetmanagement.com/baird-funds/bond-funds/core-plus-bond-fund/
Baird Short-Term Bond Fund	(866) 442-2473	https://www.bairdassetmanagement.com/baird-funds/bond-funds/short-term-bond-fund/
DFA Inflation-Protected Securities Portfoli	(888) 576-1167	https://www.dimensional.com/us-en/funds/dipsx/inflation-protected-securities-portfolio-
DFA U.S. Small Cap Portfolio	(888) 576-1167	https://us.dimensional.com/funds/us-small-cap
Dodge & Cox Global Stock Fund	(800) 621-3979	https://www.dodgeandcox.com/individual-investor/us/en/investing/our-funds/global-stock-fund.html
Dodge & Cox International Stock Fund	(800) 621-3979	https://www.dodgeandcox.com/individual-investor/us/en/investing/our-funds/international-stock-fund.html
Eaton Vance Floating-Rate Fund	(800) 262-1122	https://funds.eatonvance.com/floating-rate-fund-eiblx.ph
Federated Hermes High Yield Bond Fund	(800) 341-7400	https://www.federatedhermes.com/us/products/mutual-funds/instl-high-yield-bond/is.do
Neuberger Berman Emerging Markets Equity Fund	(800) 877-9700	http://www.nb.com/equityfunds/r6
PIMCO Commodity Real Return Fund	(888) 877-4626	https://www.pimco.com/us/en/investments/mutual-fund/pimco-commodityrealreturn-strategy-fund/inst-usd
PIMCO International Bond Fund	(888) 877-4626	https://www.pimco.com/en-us/investments/mutual-funds/international-bond-fund-us-dollar-hedged/inst
T. Rowe Price Global Growth Stock Fund	(855) 405-6488	https://www.troweprice.com/personal-investing/tools/fund-research/RGGIX
T. Rowe Price Large Cap Growth Fund	(855) 405-6488	https://www.troweprice.com/financial-intermediary/us/en/investments/mutual funds/us-products/large-cap-growth-i-class.html
Vanguard FTSE Social Index	(800) 888-3751	https://investor.vanguard.com/mutual-funds/profile/VF_AX
Vanguard Long-Term Treasury Index	(800) 888-3751	https://investor.vanguard.com/mutual-funds/profile/VLGS
Vanguard Real Estate Index	(800) 888-3751	https://investor.vanguard.com/mutual-funds/profile/VGSL
Vanguard Total Bond Market Index	(800) 888-3751	https://investor.vanguard.com/mutual-funds/profile/VBMP
Vanguard Total International Stock Market Index	(800) 888-3751	https://investor.vanguard.com/mutual-funds/profile/VTPS
Vanguard Total Stock Market Index	(800) 888-3751	https://investor.vanguard.com/mutual-funds/profile/VSMP

INVESTMENT MANAGERS

Artisan Partners Asset Management, Inc. is a global investment management firm. Additional information about Artisan funds and a prospectus for each can be obtained at www.artisanpartners.com. Artisan Partners Asset Management, Inc. is the investment manager for the Artisan Value fund (APHLX).

Robert W. Baird & Co. is a diversifi d fi ancial services and investment advisory firm. Additional information about Baird funds and a prospectus for each can be obtained at www.rwbaird.com. Robert W. Baird & Co. is the investment manager for the Baird Short-Term Bond fund (BSBIX) and Baird Short-Term Bond fund (BSBIX).

Dimensional Fund Advisors, LP ("DFA") is a private investment firm with its main offices in Austin, Texas. Additional information about DFA funds and a prospectus for each can be obtained at www.us.dimensional.com. DFA is the investment manager for the following underlying investments: DFA Inflatio -Protected Securities Portfolio (DIPSX) and DFA U.S. Small Cap Portfolio (DFSTX).

Dodge & Cox is an investment management and mutual fund company. Its main office are in San Francisco, California. Additional information about Dodge & Cox funds and a prospectus for each can be obtained at www.dodgeandcox.com. Dodge & Cox is the investment manager for the following underlying investments: Dodge & Cox Global Stock fund (DODWX) and Dodge & Cox International Stock fund (DODFX).

Eaton Vance Management is an investment fund management and advisory services company. Its main offices are in Boston, Massachusetts. Additional information about Eaton Vance funds and a prospectus for each can be obtained at www.eatonvance.com. Eaton Vance Management is the investment manager for the Eaton Vance Floating-Rate fund (EIBLX).

Federated Hermes, Inc. is an investment management and financial services company. Its main offices are in Pittsburgh, Pennsylvania. Additional information about Federated Hermes funds and a prospectus for each can be obtained at www.federatedinvestors.com. Federated Hermes, Inc. is the investment manager for the Federated Hermes High Yield Bond fund (FIHBX).

Neuberger Berman Group, LLC is a multinational investment management company. Its main office are in New York, New York. Additional information about Neuberger Berman funds and a prospectus for each can be obtained at www.nb.com. Neuberger Berman Group, LLC is the investment manager for the Neuberger Berman Emerging Markets Equity fund (NREMX).

Pacific Investment Management Company, LLC ("PIMCO") is an investment management firm focusing on fixed income management. Additional information about PIMCO funds and a prospectus for each can be obtained at www.pimco.com. PIMCO is the investment manager for the following underlying investments: PIMCO Commodity Real Return fund (PCRIX), and PIMCO International Bond fund (PFORX).

T. Rowe Price Group, Inc. is a financial service holding company that provides global investment management services through its subsidiaries to investors worldwide. Its main offices are in Baltimore, Maryland. Additional information about T. Rowe Price funds and a prospectus for each can be obtained at www.troweprice.com. T. Rowe Price Group, Inc. is the investment manager for the following underlying investments: T. Rowe Price Global Growth Stock fund (RGGIX) and T. Rowe Price Large Cap Growth fund (TRLGX).

The Vanguard Group, Inc. is an institutional investment advisor with its main offices in Valley Forge, Pennsylvania. Additional information about Vanguard funds and a prospectus for each can be obtained at www.vanguard.com. The Vanguard Group, Inc. is the investment manager for the following underlying investments: Vanguard FTSE Social Index (VFTAX), Vanguard Long-Term Treasury Index (VLGSX), Vanguard Real Estate Index (VGSLX), Vanguard Total Bond Market Index (VBMPX), Vanguard Total International Stock Market Index (VTPSX), and Vanguard Total Stock Market Index (VSMPX).

PORTFOLIO PERFORMANCE

Portfolio Performance as of May 31, 2025

CLASS A UNITS AT NAV	1 Year	3 Year	Since Inception	Inception Date
TARGET ENROLLMENT YEAR OPTIONS				
2042-2043 Portfolio	N/A	N/A	N/A	June 30, 2025
2040-2041 Portfolio	10.15%	N/A	12.74%	June 30, 2023
2038-2039 Portfolio	10.27%	9.95%	8.12%	March 4, 2022
2036-2037 Portfolio	10.09%	9.64%	7.84%	March 4, 2022
2034-2035 Portfolio	9.75%	9.21%	7.42%	March 4, 2022
2032-2033 Portfolio	8.88%	7.88%	6.17%	March 4, 2022
2030-2031 Portfolio	8.23%	6.74%	4.99%	March 4, 2022
2028-2029 Portfolio	7.74%	5.60%	3.79%	March 4, 2022
2026-2027 Portfolio	6.82%	4.29%	2.43%	March 4, 2022
Enrolled Years Portfolio	5.42%	2.17%	0.37%	March 4, 2022
RISK-BASED OPTIONS				
Aggressive Allocation Portfolio	9.72%	8.95%	6.60%	March 4, 2022
Balanced Allocation Portfolio	9.06%	7.48%	5.57%	March 4, 2022
Conservative Allocation Portfolio	6.61%	3.40%	1.46%	March 4, 2022
INDIVIDUAL ASSET CLASS OPTIONS				
Diversified Equity Portfoli	10.70%	11.40%	9.58%	March 4, 2022
Diversified Fixed Income Portfoli	5.03%	2.64%	0.73%	March 4, 2022
U.S. Value Portfolio	7.55%	10.37%	9.80%	March 4, 2022
U.S. Growth Portfolio	15.33%	19.41%	13.61%	March 4, 2022
U.S. Total Stock Market Portfolio	12.36%	13.10%	10.27%	March 4, 2022
Small-Cap Portfolio	1.33%	6.14%	4.21%	March 4, 2022
Active International Portfolio	13.99%	10.08%	11.18%	March 4, 2022
Passive International Portfolio	11.88%	8.65%	7.68%	March 4, 2022
Emerging Markets Portfolio	14.75%	5.28%	3.13%	March 4, 2022
Long-Term Fixed Income Portfolio	-1.10%	-4.96%	-9.56%	March 4, 2022
Active Bond Portfolio	5.36%	1.65%	-0.56%	March 4, 2022
Passive Bond Portfolio	4.66%	0.99%	-1.09%	March 4, 2022
High Yield Fixed Income Portfolio	8.16%	5.16%	3.39%	March 4, 2022
International Fixed Income Portfolio	5.59%	3.55%	1.75%	March 4, 2022
Inflation Protection Portfoli	5.20%	0.50%	-1.54%	March 4, 2022
Short-Term Fixed Income Portfolio	5.53%	3.37%	2.61%	March 4, 2022
Socially Responsible Portfolio	13.64%	14.54%	11.13%	March 4, 2022
Commodity Portfolio	2.17%	-6.41%	-3.33%	March 4, 2022
Real Estate Portfolio	11.10%	0.21%	-1.54%	March 4, 2022
Capital Preservation Portfolio	3.25%	2.59%	2.47%	March 4, 2022

CLASS A UNITS WITH SALES CHARGE	1 Year	3 Year	Since Inception	Inception Date
TARGET ENROLLMENT YEAR OPTIONS				
2042-2043 Portfolio	N/A	N/A	N/A	June 30, 2025
2040-2041 Portfolio	7.15%	N/A	11.13%	June 30, 2023
2038-2039 Portfolio	7.24%	8.95%	7.20%	March 4, 2022
2036-2037 Portfolio	7.04%	8.64%	6.92%	March 4, 2022
2034-2035 Portfolio	6.77%	8.22%	6.51%	March 4, 2022
2032-2033 Portfolio	5.84%	6.89%	5.27%	March 4, 2022
2030-2031 Portfolio	5.21%	5.76%	4.10%	March 4, 2022
2028-2029 Portfolio	4.74%	4.62%	2.91%	March 4, 2022
2026-2027 Portfolio	3.84%	3.32%	1.56%	March 4, 2022
Enrolled Years Portfolio	2.53%	1.21%	-0.48%	March 4, 2022
RISK-BASED OPTIONS				
Aggressive Allocation Portfolio	6.68%	7.94%	5.69%	March 4, 2022
Balanced Allocation Portfolio	6.05%	6.49%	4.67%	March 4, 2022
Conservative Allocation Portfolio	3.66%	2.44%	0.60%	March 4, 2022
INDIVIDUAL ASSET CLASS OPTIONS				
Diversified Equity Portfoli	7.69%	10.35%	8.65%	March 4, 2022
Diversified Fixed Income Portfoli	2.09%	1.68%	-0.12%	March 4, 2022
U.S. Value Portfolio	4.56%	9.37%	8.87%	March 4, 2022
U.S. Growth Portfolio	12.17%	18.31%	12.64%	March 4, 2022
U.S. Total Stock Market Portfolio	9.23%	12.05%	9.34%	March 4, 2022
Small-Cap Portfolio	-1.47%	5.16%	3.33%	March 4, 2022
Active International Portfolio	10.85%	9.06%	10.24%	March 4, 2022
Passive International Portfolio	8.82%	7.64%	6.77%	March 4, 2022
Emerging Markets Portfolio	11.62%	4.30%	2.25%	March 4, 2022
Long-Term Fixed Income Portfolio	-3.86%	-5.85%	-10.33%	March 4, 2022
Active Bond Portfolio	2.51%	0.72%	-1.40%	March 4, 2022
Passive Bond Portfolio	1.79%	0.07%	-1.93%	March 4, 2022
High Yield Fixed Income Portfolio	5.19%	4.19%	2.51%	March 4, 2022
International Fixed Income Portfolio	2.72%	2.59%	0.89%	March 4, 2022
Inflation Protection Portfoli	2.26%	-0.42%	-2.37%	March 4, 2022
Short-Term Fixed Income Portfolio	2.64%	2.41%	1.74%	March 4, 2022
Socially Responsible Portfolio	10.52%	13.50%	10.19%	March 4, 2022
Commodity Portfolio	-0.67%	-7.28%	-4.15%	March 4, 2022
Real Estate Portfolio	8.07%	-0.73%	-2.37%	March 4, 2022
Capital Preservation Portfolio	0.41%	1.64%	1.60%	March 4, 2022

CLASS RIA UNITS	1 Year	3 Year	Since Inception	Inception Date
TARGET ENROLLMENT YEAR OPTIONS				
2042-2043 Portfolio	N/A	N/A	N/A	June 30, 2025
2040-2041 Portfolio	10.46%	N/A	13.11%	June 30, 2023
2038-2039 Portfolio	10.57%	10.21%	8.35%	March 4, 2022
2036-2037 Portfolio	10.44%	9.96%	8.20%	March 4, 2022
2034-2035 Portfolio	9.96%	9.40%	7.65%	March 4, 2022
2032-2033 Portfolio	9.07%	8.16%	6.49%	March 4, 2022
2030-2031 Portfolio	8.52%	7.12%	5.38%	March 4, 2022
2028-2029 Portfolio	7.96%	5.90%	4.10%	March 4, 2022
2026-2027 Portfolio	7.06%	4.57%	2.75%	March 4, 2022
Enrolled Years Portfolio	5.69%	2.43%	0.67%	March 4, 2022
RISK-BASED OPTIONS				
Aggressive Allocation Portfolio	9.92%	9.20%	6.89%	March 4, 2022
Balanced Allocation Portfolio	9.05%	7.80%	5.92%	March 4, 2022
Conservative Allocation Portfolio	7.14%	3.95%	1.99%	March 4, 2022
INDIVIDUAL ASSET CLASS OPTIONS				
Diversified Equity Portfoli	11.03%	11.74%	9.93%	March 4, 2022
Diversified Fixed Income Portfoli	5.88%	3.26%	1.37%	March 4, 2022
U.S. Value Portfolio	7.72%	10.68%	10.15%	March 4, 2022
U.S. Growth Portfolio	15.61%	19.73%	13.93%	March 4, 2022
U.S. Total Stock Market Portfolio	12.64%	13.49%	10.69%	March 4, 2022
Small-Cap Portfolio	1.58%	6.43%	4.55%	March 4, 2022
Active International Portfolio	14.07%	10.28%	11.40%	March 4, 2022
Passive International Portfolio	12.11%	9.03%	8.10%	March 4, 2022
Emerging Markets Portfolio	15.25%	5.87%	3.73%	March 4, 2022
Long-Term Fixed Income Portfolio	-0.54%	-4.43%	-9.10%	March 4, 2022
Active Bond Portfolio	5.93%	2.19%	0.00%	March 4, 2022
Passive Bond Portfolio	5.25%	1.57%	-0.53%	March 4, 2022
High Yield Fixed Income Portfolio	8.14%	5.59%	3.81%	March 4, 2022
International Fixed Income Portfolio	6.27%	3.91%	2.05%	March 4, 2022
Inflation Protection Portfoli	5.47%	0.88%	-1.12%	March 4, 2022
Short-Term Fixed Income Portfolio	5.66%	3.78%	3.01%	March 4, 2022
Socially Responsible Portfolio	13.75%	14.90%	11.50%	March 4, 2022
Commodity Portfolio	2.83%	-5.99%	-2.90%	March 4, 2022
Real Estate Portfolio	11.45%	0.63%	-1.12%	March 4, 2022
Capital Preservation Portfolio	3.50%	2.87%	2.76%	March 4, 2022

Portfolio performance information is net of any annual asset-based fees and does not refl ct the impact of any federal or state taxes. If you would like a hard copy of the information sent to you, please call the plan manager at 800-445-GRAD (4723), option 4.

THE PERFORMANCE DATA QUOTED REPRESENTS PAST PERFORMANCE, WHICH DOES NOT GUARANTEE FUTURE RESULTS. THE INVESTMENT RETURN AND PRINCIPAL VALUE OF AN INVESTMENT WILL FLUCTUATE SO THAT AN INVESTOR'S UNITS, WHEN REDEEMED, MAY BE WORTH MORE OR LESS THAN THE ORIGINAL COST. CURRENT PERFORMANCE MAY BE LOWER OR HIGHER THAN THE PERFORMANCE QUOTED.

More information, including performance information and each underlying investment's prospectus, is available by visiting the websites listed above. Plan performance is available on the plan website at http://www.lonestar529.com/learn/lonestar-529-plan-investments/.

Performance Differences

Performance differences between a portfolio and its underlying investments may occur. Portfolios will not use contributions to purchase shares of an underlying investment until the business day following the deposit of the contribution. This timing difference, depending on how the markets are moving, will cause a portfolio's performance to either trail or exceed the underlying investment's performance.

Further, you own interests in the portfolios, not shares of the underlying investments. As a result, the performance of the portfolios will differ from the performance of any underlying investment. Even where a portfolio invests in a single underlying investment, the differences in the expense ratios of the portfolios and the underlying investments can yield a performance difference.

When you invest money in a portfolio, you will receive an interest in the portfolio as of the trade date. Your money will be used by the plan to purchase an underlying investment. However, the settlement date for the purchase of an underlying investment will typically be one to three business days after the trade date. Depending on the amount of cash flow in or out of the portfolio and whether the underlying investment is going up or down in value, this timing difference will cause the portfolio's performance to either trail or exceed the underlying investment's performance.

Performance Benchmarks

The benchmark for each portfolio is comprised of a broad-based equity, bond, Treasury infla ion-protected security bank loan, high yield, money market, or other index that is then weighted in an amount equal to each portfolio's target allocation of underlying investments. Because each underlying investment allocates to only one asset class, a benchmark comprised of multiple asset classes is not necessary.

PART 5: WITHDRAWALS

To avoid paying tax on any earnings when making a withdrawal, you must use the money in your account to pay for the qualified higher education expenses of your benefi iary, what is called a "qualifi d withdrawal." Using the money for any other purpose is considered a "non-qualified withdrawal." You must pay federal income tax on any investment earnings on any non-qualifi d withdrawals and a 10% additional federal tax unless an exception applies, and possibly state income taxes for non-Texas residents. *See Qualified Higher Education Expenses* below for more information about what expenses are considered qualified withdrawals. *See PART 7: TAX CONSIDERATIONS* for more about the tax consequences of a non-qualified withdrawal

You may request a withdrawal from an account by completing, in Good Order, a Withdrawal Request Form (available on the plan website at www.lonestar529.com/forms-and-literature/ or by calling 800-445-GRAD (4723), option 4). The plan will then send the amount withdrawn payable to:

- an eligible educational institution;
- your account beneficiary; o
- you, the account owner.

Withdrawal options include by check to the above or via ACH to the account owner or beneficiar .

Withdrawals may also be initiated securely online at www.lonestar529.com through the account owner portal.

Other Matters Relating to Withdrawals

The Plan Manager reserves the right to delay remittance of redemption proceeds for units purchased by check or via ACH or Automatic Investment Program (AIP) for up to 10 business days. The Plan Manager also reserves the right to require that an account owner's withdrawal request be signature guaranteed by an eligible guarantor institution, such as a domestic bank, savings and loan institution, domestic credit union, member bank of the Federal Reserve System or member firm of a national securities exchange for the following:

- If the withdrawal amount exceeds $100,000;
- If you want the withdrawal proceeds sent to a different address than what is registered on the account;
- If the address on the account has been changed within the past 30 days prior to the withdrawal request;
- If the proceeds are to be made payable to someone other than the account owner, beneficiar , or eligible educational institution; or
- Are requesting a withdrawal with payment to a bank account that has not been on the account for at least 10 calendar days.

QUALIFIED HIGHER EDUCATION EXPENSES

Code §529 defi es "qualifi d higher education expenses" as tuition, fees, books, supplies, and equipment required for a benefi iary's enrollment or attendance at an eligible educational institution. The term includes computers and peripherals, software (except for non-educational sports, games, or hobby software), and internet service, provided they are used primarily by the beneficiary while enrolled at an eligible educational institution. Expenses for special needs services incurred in connection with enrollment or attendance at an eligible education institution are also included in the definition

For benefic aries who are enrolled at least half-time at an eligible educational institution, qualified higher education expenses include reasonable room and board. The amount of room and board cannot exceed the greater of: (1) the allowance included in the "cost of attendance," as defined under federal law, as determined by the eligible educational institution for the period; or (2) the actual invoice amount charged to the beneficiary for room and board, if the beneficiary resides in housing owned or operated by the eligible educational institution.

The following expenses are also treated as qualifi d higher education expenses under Code §529:

- Up to $10,000 per year of your beneficiary s K-12 tuition in connection with enrollment or attendance at an elementary or secondary public, private, or religious school. Note that the state tax consequences of using 529 plans for K-12 tuition will vary by state and may involve taxes, penalties, and the recapture of any state income tax benefits or deductions;
- Fees, books, supplies, and equipment necessary to participate in a registered apprenticeship program; and
- Up to $10,000 in amounts paid as principal or interest on any qualified education loan (as defined in Code §221(d)) of the beneficiary or a sibling of the beneficiar ("qualified student loan repayments").

See PART 7: TAX CONSIDERATIONS for more information.

ELIGIBLE EDUCATIONAL INSTITUTION

An "eligible educational institution" is any accredited college, university, or vocational school that is eligible to participate in certain federal financial aid programs under the Higher Education Act of 1965, including some foreign institutions. To determine whether the school your beneficiary has chosen is included, please visit the Federal Student Aid website at www.studentaid.gov.

ROLLOVER WITHDRAWALS

As the account owner, you can also transfer or roll over money in your account, either directly or indirectly, to another 529 plan. A rollover withdrawal must be accompanied by the appropriate form as well as any documentation required by the receiving plan. While these rollovers can often be achieved without the imposition of federal income tax or the 10% additional tax, some cases, especially indirect transfers, may have substantial tax consequences. Therefore, it is highly

advised that you consult with your tax advisor prior to initiating any rollover transaction. Please *see PART 7: TAX CONSIDERATIONS* for more information on the tax treatment of rollovers.

Rollovers to a Different Beneficiary

A rollover contribution to an account for a different beneficiary can occur without the imposition of federal income tax on the earnings or the 10% additional tax. To qualify, the new benefi iary must be a Member of the Family of the beneficiary for the transferring account and the contribution must be deposited into the new account within 60 days of the withdrawal. If the new beneficiary is not a Member of the Family, or the rollover contribution is not made within 60 days, the transaction may be treated as a non-qualifi d withdrawal subject to federal income tax and the 10% additional tax. A rollover may also have gift or other tax consequences for your beneficiar . See the *Changing the Beneficiary* section for more information about the Member of the Family requirement and *PART 7: TAX CONSIDERATIONS* for more information on the tax treatment of rollovers.

Rollovers to the Same Beneficiary

As discussed regarding contributions, transfers between two Texas 529 plan accounts for the same beneficiary are treated as nontaxable reallocations, rather than transfers or rollovers. By federal law, there is a twice-per-calendar-year limit on such reallocations between any Texas 529 accounts with the same account owner and the same beneficiar .

Rollovers or transfers between two 529 plan accounts in different states for the same beneficiary can also be made tax free if the transactions are completed within 60 days and take place no more than once every 12 months. You should always consult with your tax advisor prior to any transfer.

Rollovers to an ABLE Program

Prior to January 1, 2026, you may also roll over 529 plan assets to a qualified Achieving a Better Life Experience ("ABLE") program account for the same benefi iary, or a Member of the Family who meets the eligibility requirements of ABLE, within 60 days. For these purposes, the Code §529 defi ition of a Member of the Family applies, as discussed in more detail in the *Changing the Beneficiary* section.

All contributions made to an ABLE account for a taxable year, including any rollover amounts, cannot exceed the annual ABLE contribution limit (currently $19,000). The Treasury Department and Internal Revenue Service ("IRS") have stated that, in the case of a direct transfer, any rejected contribution returned to a 529 plan account would not be treated as a new contribution to that account.

As of the date of this Plan Description and Savings Trust Agreement, the IRS has not issued any regulations addressing the federal tax law changes made to Section 529 under the 2017 Tax Cuts and Jobs Act, which allowed rollovers to an ABLE program account. Further, rollovers from a 529 plan to a qualified ABLE program account only receive favorable tax treatment through December 31, 2025, unless extended by law. If the ability to make these rollovers is extended past December 31, 2025, details will be posted at www.lonestar529.com. Please consult your tax advisor for more information and the specific requirements you will need to satisfy.

ACCOUNT ADMINISTRATION

The NAV used to calculate the value of a withdrawal from an account will be the first NAV calculated after a completed withdrawal request is received in Good Order by the plan manager.

The plan manager reserves the right to delay remittance of redemption proceeds for contributions by check, direct deposit, or AIP for up to ten business days following the date the contribution is processed by the plan. The plan manager also reserves the right to require that an account owner's withdrawal request be signature guaranteed by an eligible guarantor institution, such as a domestic bank, savings and loan institution, domestic credit union, member bank of the Federal Reserve System, or member fi m of a national securities exchange.

The plan permits account owners to make systematic exchanges from their account, provided at least $1,000 is invested in the originating portfolio at the time the exchange is established. See the *Systematic Exchange Feature* section for more information.

Residual Account Balances

When your beneficiary graduates from a college or university and money remains in your account, you can retain those assets to pay for future qualifi d higher education expenses, such as graduate school for that beneficiary or qualified student loan repayments for that beneficiary or a sibling. If your beneficiary does not have other qualified higher education expenses you can change the beneficiary on the account (as described in the *Changing the Beneficiary* section) or request that the remaining assets, including earnings, be paid to you or someone else as a non-qualifie withdrawal. However, any earnings paid on a non-qualifi d withdrawal will be subject to federal income tax as well as an additional federal tax of 10% and, for non-Texas residents, any applicable state income taxes.

Record Retention

For IRS purposes, you should obtain and retain records, receipts, invoices, and/or other documentation adequate to clearly show, as applicable: (1) the expenses you or your benefi iary (or in the case of qualified student loan repayments, a sibling) paid as qualified higher education expenses; (2) the receipt by your beneficiary of a qualified scholarship; (3) the appointment of the beneficiary to a U.S. military academy; (4) the death or qualified disability of your benefi iary; (5) your use of education tax credits; or (6) that you are otherwise entitled to favorable tax treatment.

PART 6: PLAN FEES AND EXPENSES

Each account bears certain ongoing fees that are charged against portfolio assets to provide for the costs associated with distributing, servicing, and administering the account. These fees reduce the value of an account as they are incurred. Accounts also indirectly bear fees and expenses related to the underlying investments.

The board, in its sole discretion, will establish, and may change at any time, the program management and state administrative fees and expenses it deems appropriate for the plan. These charges are subject to change without notice.

Information on fees for the most recent quarter can be found on our website at www.lonestar529.com/learn/lonestar-529-plan-investments/.

Sales Charges

Effective March 7, 2022, the sales charge for Class A units is 2.75%, a portion of which is retained by the plan distributor while the remainder is paid to the dealers.

RIA Class units have no sales charges imposed by the plan. Whether there is any transaction, service, administrative, or other fee charged directly by a financial advisor with respect to the account, however, is a matter between the account owner and the advisor.

The plan may change the sales charge structure of any unit class at any time.

Distribution Charges

A distribution charge is paid by the plan manager to fi ancial advisors who sell Class A units (beginning the first month after a contribution is made). This charge is computed as 0.25% of the average daily net assets of the unit class sold by the advisor.

RIA Class units have no distribution or service charge.

ESTIMATED ANNUAL ASSET-BASED PLAN FEES

The investment managers for each underlying investment receive compensation for their services directly from the underlying investments in which the portfolios invest. These fees are captured as the "Estimated Weighted Average Expense Ratio Related to Underlying Investments" in the fee chart below. More information about the fees and expenses of each underlying investment can be found in the prospectus of each underlying investment.

Program Management Fee

A Program Management Fee at an annual rate of 0.28% of the average daily net assets of the portfolios in the plan is paid monthly to the plan manager for day-to-day administration and investment-related services. Each account bears its pro rata share of the Program Management Fee.

State Administrative Fee

The board receives a State Administrative Fee at an annual rate of 0.06% of the average daily net assets of each portfolio. The fees received by the board are used to administer the plan, including, but not limited to, the cost of an independent certified public accounting firm to perform an annual financial audit, investment consultant fees, and outside legal counsel as necessary. Under Texas law, the board may not collect administrative fees that exceed the cost of establishing and maintaining the plan. Each account bears its pro rata share of the State Administrative Fee.

OTHER FEES AND CHARGES

The chart below describes additional service-based and other fees that you may incur. If you request delivery of distribution proceeds by overnight delivery service, outgoing wire or, if available, electronic payment, the applicable fee listed in the chart below will be deducted directly from your account. Fees and expenses like those identified in the table below may also be deducted from your account. Fees are subject to change.

Type of Fee	**Fee**
Outgoing Wires	$5.00
Overnight Delivery (Weekday/Saturday)	$15.00 / $25.00
Re-issue Distribution Checks	$15.00
Request for Historical Statements	$10.00
Returned Item Fee	$20.00
Rollover Out Fee	$20.00

Overnight delivery and electronic payment fees will be reported as withdrawals on Form 1099-Q. Such convenience fees may be considered non-qualifi d distributions. Please consult your tax advisor regarding the calculation and reporting of any tax liability associated with the payment of these fees from your account.

CLASS A FEES

	Estimated Annual Asset-Based Plan Fees					
Portfolios	Estimated Underlying Investment Expense[1]	Program Management Fee	State Administrative Fee	Distribution Fee	Estimated Total Annual Asset-Based Fees[2]	Maximum Sales Charge[4]
TARGET ENROLLMENT YEAR OPTIONS						
2042-2043 Portfolio	0.44%	0.28%	0.06%	0.25%	1.03%	2.75%
2040-2041 Portfolio	0.44%	0.28%	0.06%	0.25%	1.03%	2.75%
2038-2039 Portfolio	0.43%	0.28%	0.06%	0.25%	1.02%	2.75%
2036-2037 Portfolio	0.42%	0.28%	0.06%	0.25%	1.01%	2.75%
2034-2035 Portfolio	0.38%	0.28%	0.06%	0.25%	0.97%	2.75%
2032-2033 Portfolio	0.34%	0.28%	0.06%	0.25%	0.93%	2.75%
2030-2031 Portfolio	0.30%	0.28%	0.06%	0.25%	0.89%	2.75%
2028-2029 Portfolio	0.25%	0.28%	0.06%	0.25%	0.84%	2.75%
2026-2027 Portfolio	0.20%	0.28%	0.06%	0.25%	0.79%	2.75%
Enrolled Years Portfolio	0.15%	0.28%	0.06%	0.25%	0.74%	2.75%
RISK-BASED OPTIONS						
Aggressive Allocation Portfolio	0.41%	0.28%	0.06%	0.25%	1.00%	2.75%
Balanced Allocation Portfolio	0.36%	0.28%	0.06%	0.25%	0.95%	2.75%
Conservative Allocation Portfolio	0.21%	0.28%	0.06%	0.25%	0.80%	2.75%
INDIVIDUAL ASSET CLASS OPTIONS						
Diversified Equity Portfoli	0.46%	0.28%	0.06%	0.25%	1.05%	2.75%
Diversified Fixed Income Portfoli	0.30%	0.28%	0.06%	0.25%	0.89%	2.75%
U.S. Value Portfolio	0.84%	0.28%	0.06%	0.25%	1.43%	2.75%
U.S. Growth Portfolio	0.55%	0.28%	0.06%	0.25%	1.14%	2.75%
U.S. Total Stock Market Portfolio	0.02%	0.28%	0.06%	0.25%	0.61%	2.75%
Small-Cap Portfolio	0.27%	0.28%	0.06%	0.25%	0.86%	2.75%
Active International Portfolio	0.62%	0.28%	0.06%	0.25%	1.21%	2.75%
Passive International Portfolio	0.05%	0.28%	0.06%	0.25%	0.64%	2.75%
Emerging Markets Portfolio	1.19%	0.28%	0.06%	0.25%	1.78%	2.75%
Long-Term Fixed Income Portfolio	0.06%	0.28%	0.06%	0.25%	0.65%	2.75%
Active Bond Portfolio	0.30%	0.28%	0.06%	0.25%	0.89%	2.75%
Passive Bond Portfolio	0.02%	0.28%	0.06%	0.25%	0.61%	2.75%
High Yield Fixed Income Portfolio	0.50%	0.28%	0.06%	0.25%	1.09%	2.75%
International Fixed Income Portfolio	0.50%	0.28%	0.06%	0.25%	1.09%	2.75%
Inflation Protection Portfoli	0.11%	0.28%	0.06%	0.25%	0.70%	2.75%
Short-Term Fixed Income Portfolio	0.30%	0.28%	0.06%	0.25%	0.89%	2.75%
Socially Responsible Portfolio	0.13%	0.28%	0.06%	0.25%	0.72%	2.75%
Commodity Portfolio	0.74%	0.28%	0.06%	0.25%	1.33%	2.75%
Real Estate Portfolio	0.13%	0.28%	0.06%	0.25%	0.72%	2.75%
Capital Preservation Portfolio[3]	0.00%	0.28%	0.06%	0.25%	0.59%	2.75%

CLASS RIA FEES

	Estimated Annual Asset-Based Plan Fees			
Portfolios	Estimated Underlying Investment Expense[1]	Program Management Fee	State Administrative Fee	Estimated Total Annual Asset-Based Fees[2]
TARGET ENROLLMENT OPTIONS				
2042-2043 Portfolio	0.44%	0.28%	0.06%	0.78%
2040-2041 Portfolio	0.44%	0.28%	0.06%	0.78%
2038-2039 Portfolio	0.43%	0.28%	0.06%	0.77%
2036-2037 Portfolio	0.42%	0.28%	0.06%	0.76%
2034-2035 Portfolio	0.38%	0.28%	0.06%	0.72%
2032-2033 Portfolio	0.34%	0.28%	0.06%	0.68%
2030-2031 Portfolio	0.30%	0.28%	0.06%	0.64%
2028-2029 Portfolio	0.25%	0.28%	0.06%	0.59%
2026-2027 Portfolio	0.20%	0.28%	0.06%	0.54%
Enrolled Years Portfolio	0.15%	0.28%	0.06%	0.49%
RISK-BASED OPTIONS				
Aggressive Allocation Portfolio	0.41%	0.28%	0.06%	0.75%
Balanced Allocation Portfolio	0.36%	0.28%	0.06%	0.70%
Conservative Allocation Portfolio	0.21%	0.28%	0.06%	0.55%
INDIVIDUAL ASSET CLASS OPTIONS				
Diversified Equity Portfoli	0.46%	0.28%	0.06%	0.80%
Diversified Fixed Income Portfoli	0.30%	0.28%	0.06%	0.64%
U.S. Value Portfolio	0.84%	0.28%	0.06%	1.18%
U.S. Growth Portfolio	0.55%	0.28%	0.06%	0.89%
U.S. Total Stock Market Portfolio	0.02%	0.28%	0.06%	0.36%
Small-Cap Portfolio	0.27%	0.28%	0.06%	0.61%
Active International Portfolio	0.62%	0.28%	0.06%	0.96%
Passive International Portfolio	0.05%	0.28%	0.06%	0.39%
Emerging Markets Portfolio	1.19%	0.28%	0.06%	1.53%
Long-Term Fixed Income Portfolio	0.06%	0.28%	0.06%	0.40%
Active Bond Portfolio	0.30%	0.28%	0.06%	0.64%
Passive Bond Portfolio	0.02%	0.28%	0.06%	0.36%
High Yield Fixed Income Portfolio	0.50%	0.28%	0.06%	0.84%
International Fixed Income Portfolio	0.50%	0.28%	0.06%	0.84%
Inflation Protection Portfoli	0.11%	0.28%	0.06%	0.45%
Short-Term Fixed Income Portfolio	0.30%	0.28%	0.06%	0.64%
Socially Responsible Portfolio	0.13%	0.28%	0.06%	0.47%
Commodity Portfolio	0.74%	0.28%	0.06%	1.08%
Real Estate Portfolio	0.13%	0.28%	0.06%	0.47%
Capital Preservation Portfolio[3]	0.00%	0.28%	0.06%	0.34%

1. For portfolios investing in more than one underlying investment, the Estimated Underlying Investment Expense is based on a weighted average of each underlying investment's expense ratio as of May 31, 2025. For portfolios that invest in one underlying investment, the Estimated Underlying Investment Expense is based on the expense ratio for the underlying investment as of May 31, 2025.
2. Estimated Total Annual Asset-Based Plan Fees are subject to change at any time and are assessed against assets over the course of the year. See "Investment Cost Chart" below for the approximate cost of investing in each of the plan's portfolios over 1-, 3-, 5- and 10-year periods.
3. Although there are no investment expenses associated with the New York Life Guaranteed Interest Account ("GIA"), the yield of the New York Life GIA is reduced by 0.10% to compensate New York Life for operating, administrative, and marketing costs. This will reduce the return of the portfolios that invest in the New York Life GIA, including the Capital Preservation Portfolio.
4. Payable at the time of purchase of Class A Units. Waived for certain account owners.

INVESTMENT COST CHART

The following table compares the approximate cost of investing in the plan over different periods. Your actual cost may be higher or lower based on assumptions that are different than those used here. To illustrate the estimated cost, we have charted the hypothetical returns for an account owner investing in each portfolio, using the following assumptions:

- $10,000 initial investment;
- 5% annual compounded rate of return;
- all units are redeemed at the end of the period shown for qualified higher education expenses except as noted (the table does not consider the impact of any potential state or federal taxes on the redemption);
- plan fees remain the same throughout; and
- withdrawals are only used for expenses treated as qualified higher education expenses under Code §529.

	Estimated Cost of a $10,000 Investment in each Portfolio							
	Class A				**Class RIA**			
	1 Year	**3 Year**	**5 Year**	**10 Year**	**1 Year**	**3 Year**	**5 Year**	**10 Year**
TARGET ENROLLMENT YEAR OPTIONS								
2042-2043 Portfolio	$377	$594	$828	$1,500	$79	$248	$432	$963
2040-2041 Portfolio	$377	$594	$828	$1,500	$79	$248	$432	$963
2038-2039 Portfolio	$376	$591	$823	$1,489	$79	$247	$429	$957
2036-2037 Portfolio	$375	$588	$818	$1,477	$78	$244	$424	$946
2034-2035 Portfolio	$371	$575	$797	$1,432	$74	$231	$401	$896
2032-2033 Portfolio	$367	$563	$776	$1,387	$69	$217	$378	$845
2030-2031 Portfolio	$363	$551	$754	$1,341	$65	$204	$355	$794
2028-2029 Portfolio	$358	$536	$728	$1,284	$61	$190	$332	$743
2026-2027 Portfolio	$353	$520	$702	$1,226	$56	$174	$304	$682
Enrolled Years Portfolio	$348	$505	$675	$1,168	$50	$157	$274	$616
RISK-BASED OPTIONS								
Aggressive Allocation Portfolio	$374	$585	$812	$1,466	$76	$239	$416	$928
Balanced Allocation Portfolio	$369	$569	$786	$1,409	$72	$224	$390	$870
Conservative Allocation Portfolio	$354	$523	$707	$1,238	$56	$176	$307	$688

	Estimated Cost of a $10,000 Investment in each Portfolio							
	Class A				Class RIA			
	1 Year	3 Year	5 Year	10 Year	1 Year	3 Year	5 Year	10 Year
INDIVIDUAL ASSET CLASS OPTIONS								
Diversified Equity Portfolio	$379	$600	$838	$1,522	$82	$256	$445	$991
Diversified Fixed Income Portfolio	$363	$551	$754	$1,341	$66	$206	$359	$803
U.S. Value Portfolio	$417	$715	$1,035	$1,941	$120	$375	$649	$1,432
U.S. Growth Portfolio	$388	$627	$885	$1,623	$91	$284	$493	$1,096
U.S. Total Stock Market Portfolio	$336	$465	$606	$1,016	$37	$116	$202	$456
Small-Cap Portfolio	$360	$542	$739	$1,307	$62	$195	$340	$762
Active International Portfolio	$395	$649	$922	$1,701	$98	$306	$531	$1,178
Passive International Portfolio	$339	$474	$622	$1,051	$40	$125	$219	$493
Emerging Markets Portfolio	$451	$820	$1,213	$2,312	$156	$483	$834	$1,824
Long-Term Fixed Income Portfolio	$340	$477	$627	$1,063	$41	$128	$224	$505
Active Bond Portfolio	$363	$551	$754	$1,341	$65	$205	$357	$798
Passive Bond Portfolio	$336	$465	$606	$1,016	$37	$116	$202	$456
High Yield Fixed Income Portfolio	$383	$612	$859	$1,567	$86	$268	$466	$1,037
International Fixed Income Portfolio	$383	$612	$859	$1,567	$86	$268	$466	$1,037
Inflation Protection Portfolio	$345	$493	$654	$1,122	$46	$144	$252	$567
Short-Term Fixed Income Portfolio	$363	$551	$754	$1,341	$65	$205	$357	$798
Socially Responsible Portfolio	$347	$499	$665	$1,145	$48	$151	$263	$591
Commodity Portfolio	$407	$685	$984	$1,832	$110	$343	$595	$1,317
Real Estate Portfolio	$347	$499	$665	$1,145	$48	$151	$263	$591
Capital Preservation Portfolio[1]	$334	$459	$595	$993	$35	$109	$191	$431

1. Although there are no investment expenses associated with the New York Life Guaranteed Interest Account ("GIA"), the yield of the New York Life GIA is reduced by 0.10% to compensate New York Life for operating, administrative, and marketing costs. This will reduce the return of the portfolios that invest in the New York Life GIA.

PART 7: TAX CONSIDERATIONS

The following section is a summary of certain aspects of federal and state income tax and estate and gift tax on contributions to and withdrawals from 529 plans. Any tax and/or legal information in this Plan Description is a summary of our understanding and interpretation of the current tax rules and guidance based on relevant provisions of the Code, proposed regulations, notices, rulings, legislative history, and interpretations of applicable law. The information provided is not intended to be exhaustive and may be subject to change based on any changes in laws, regulations, and/or interpretations. Further, because the proposed federal regulations do not refl ct changes subsequently made to Code §529 or changes to published guidance from the IRS, it is likely that the final regulations, when and if issued, may differ from the proposed regulations.

This summary and all other statements in this Plan Description concerning federal and state tax issues: (1) are not offered as individual tax advice to any person, including any account owner, benefi iary, or successor account owner; (2) are provided as general information in connection with the promotion or marketing of the plan; and (3) are not provided or intended to be used, and cannot be used, by any taxpayer for the purpose of avoiding U.S. tax penalties.

It is your or your beneficiary s responsibility to calculate and pay any applicable taxes; the plan cannot make this determination for you. In addition, while Texas does not have a state income tax, if you are a resident of another state, it is your responsibility to consider whether transactions in your account could subject you to taxes in your state of residence. You should consult a qualified tax, financial, and/or legal advisor for advice and information about your situation.

FEDERAL INCOME TAX

Your contributions to the plan are not deductible for federal income tax purposes, and the earnings are generally not subject to federal income tax until the assets are withdrawn. Further, so long as you make withdrawals from your account to pay for qualifie higher education expenses, distributions and earnings are not includible in your "gross income." If you make a withdrawal from your account for any other purpose (what is known as a "non-qualified withdrawal"), you will likely be subject to federal income tax plus an additional 10% tax on the earnings portion of the withdrawal unless an exception applies.

If the total amount of all withdrawals from 529 accounts for your beneficiary does not exceed the beneficiary s qualified higher education expenses, then no federal income tax related to that withdrawal will normally be owed. For example, if you withdraw money from your account to pay for your beneficiary s tuition at an eligible educational institution, this would be a "qualified withdrawal" and the earnings portion of that withdrawal would not be subject to federal income tax or the 10% additional tax. By contrast, if you spend that money on a vacation, the withdrawal would be considered a "non-qualified withdrawal" subject to federal tax.

In addition, a 10% additional tax is generally imposed on the earnings portion of any non-qualified withdrawal from a 529 plan. There are certain exceptions:

- withdrawals because of the beneficiary s death or disability;
- withdrawals to the extent of any scholarships received;
- withdrawals based on attendance at a U.S. military academy; and
- withdrawals resulting from the beneficiary s use of certain tax credits.

In these cases, although federal income tax may still be owed on any earnings, the additional 10% tax would not be imposed.

Rollovers to Another 529 Plan

As discussed in the *Rollover Contributions* section, rollovers may be made either directly or indirectly. Direct rollovers are transfers from one account to another with no intermediary (e.g., State A's 529 plan transfers assets to your Texas 529 plan). Indirect rollovers occur when you withdraw your money from a 529 plan and then contribute that money to another 529 plan or a qualified ABLE program account.

Rollovers, direct or indirect, may occur between the Texas plan and an account in another state's 529 plan without federal income tax liability on the earnings or

the 10% additional tax if: (1) the entire transaction is completed within 60 days of the distribution by the transferring plan; and (2) the assets are contributed to an account for the benefit of the same beneficiar or a Member of the Family. Where the transfer is to the same beneficiar , federal law limits you to one tax-free rollover every 12 months. Transfers not completed within 60 days of the date of distribution by the transferring plan are considered non-qualified withdrawals subject to federal income tax and the 10% additional tax.

Transfers between two Texas-sponsored 529 plans for the same benefi iary are not treated as rollovers, but as non-taxable investment reallocations subject to a twice-per-calendar-year limit. This federal limitation applies to all accounts with the same account owner/beneficiary combination. If you own multiple Texas-sponsored 529 plan accounts for a beneficiar , you may submit changes for your accounts at the same time and have all these changes be considered a single investment reallocation. Submitting changes on different dates, however, will result in each change being counted separately, with any over the two-per-calendar-year limit being treated as non-qualifi d withdrawals for federal tax purposes.

For an indirect rollover, you must provide appropriate documentation to substantiate the portion of the assets to be treated as prior contributions rather than earnings, otherwise the entire amount of the rollover will be treated as earnings. In the case of a direct rollover or transfer, the transferring 529 plan may provide this information.

Please note that while qualifi d rollovers and permitted investment reallocations are not subject to federal income tax or the 10% additional tax, there may be other substantial federal tax consequences, such as transfer taxes discussed below. Also, while Texas does not have a state income tax, residents of other states should consider whether state income tax applies to non-qualifi d transfers or withdrawals in their state. If an account owner is a taxable business entity, earnings on non-qualified withdrawals may be subject to Texas franchise tax. You are encouraged to consult with a tax advisor for information on the tax treatment and implications of any rollover or transfer. You are solely responsible for complying with these requirements.

Rollovers to a Qualified ABLE Program

To avoid tax on a rollover from the plan to an account in a qualified ABLE program, similar conditions must be met: (1) the entire transaction must be completed within 60 days of the distribution by the 529 plan; and (2) the assets must be contributed to an account for the benefit of the same benefi iary or a Member of the Family who meets the eligibility requirements of ABLE. Contributions to an ABLE program account together with the rollover cannot exceed the annual contribution limit, currently $19,000. Currently, the ability to make these types of rollover transactions expires December 31, 2025.

Rollovers from a Coverdell Savings Account

Amounts contributed to the plan from a Coverdell ESA should be considered a qualified distribution from the Coverdell ESA and not subject to federal income tax or the 10% additional tax. Appropriate documentation from the transferring Coverdell ESA must be provided to substantiate the portion of the assets to treat as prior contributions rather than earnings subject to tax, or the entire amount will be treated as potentially taxable earnings.

If you make withdrawals from both the plan and a Coverdell ESA, you cannot avoid tax or the 10% additional tax using the same education expenses. You must allocate the expenses between the two sources to designate which portion of each is tax free and which portion may be subject to federal tax.

Rollovers to a Roth IRA

Starting January 1, 2024, tax-free rollovers are permitted from a 529 program account to a Roth IRA—subject to certain conditions ("529-to-Roth IRA Rollover").

To qualify, the 529 program account must have been maintained for the 15-year period ending on the date of the 529-to-Roth IRA Rollover and the rollover must be made in a direct trustee-to-trustee transfer to a Roth IRA maintained for the benefit of the same designated benefi iary of the 529 program account (not the account owner, if different). Each year, a 529-to-Roth IRA Rollover will be subject to annual IRA contribution limits, minus all other IRA contributions made during the year for the same designated beneficiar . In addition, such rollovers may

not exceed the amount of compensation the designated beneficiary earned during the yea .

The amount of the 529-to-Roth IRA Rollover may not exceed the aggregate amount contributed to the 529 program account (and earnings attributable thereto) before the 5-year period ending on the date of such rollover and, in no case, can the rollover exceed $35,000. Roth IRA income limitations are waived for 529-to-Roth IRA Rollovers.

Given the complexity of these transactions, you are strongly encouraged to consult with a tax advisor to determine the impact on your specific situation

Rollovers from Series EE and Series I Bonds

Interest on Series EE Bonds issued after December 31, 1989, as well as interest on all Series I Bonds, may be completely or partially excluded from federal income tax when rolled over to a 529 plan. Generally, if you provide appropriate documentation to the plan manager, only interest on bonds redeemed and contributed will be added to the earnings. Otherwise, the IRS will consider the entire rollover contribution, including any earnings, subject to tax. Certain income limitations apply, and it is advised that you consult a tax consultant.

REPORTING WITHDRAWALS TO THE IRS

IRS Form 1099-Q is sent to the IRS and the account owner annually to report any withdrawals from an account, unless the withdrawal is delivered to the beneficiary or to an institution of higher education, in which case the form will be sent to the IRS and the beneficiar . If the withdrawal is for your beneficiary s qualified higher education expenses, and the total amount of all withdrawals from 529 accounts for that benefi iary does not exceed the benefic ary's adjusted qualified higher education expenses, then no federal income tax should be owed. Account owners are responsible for maintaining records necessary to prove that withdrawals are for qualified higher education expenses.

FEDERAL ADDITIONAL TAX EXCEPTIONS

As already discussed, a 10% additional tax is generally imposed on the earnings portion of any non-qualified withdrawal from a 529 plan. However, there are certain exceptions noted above. Please consult your tax advisor regarding your circumstances.

Death of Your Beneficiary

In the event of your beneficiary s death, you may change the beneficiary or request a withdrawal of all or a portion of the account balance. A distribution under these circumstances, if paid to the estate of your beneficiar , will not be subject to the 10% additional tax, although the earnings will still be subject to federal and any applicable state income tax for non-Texas residents. If the withdrawn amounts are not paid to the beneficiary s estate, this may constitute a non-qualifie withdrawal subject to applicable federal income taxes at the recipient's tax rate and the 10% additional tax.

Disability of Beneficiary

If your beneficiary becomes "disabled," as defined by Code §72(m)(7), you can change the beneficiary or withdraw all or a portion of the account balance. These types of distributions will not be subject to the 10% additional tax, but earnings will be subject to federal and applicable state income taxes at the recipient's tax rate.

Receipt of Scholarship

If your benefi iary receives a tax-free scholarship, allowance or payment described in Section 25A(g)(2) of the Code, account assets up to the amount of the scholarship may be withdrawn without imposition of the 10% additional tax. The earnings portion of the withdrawal is subject to federal and any applicable state income tax at the recipient's tax rate.

Appointment at a U.S. Military Academy

If your benefic ary attends a U.S. military academy, you can withdraw an amount up to the costs of "advanced education," as defi ed by 10 United States Code §2005(e)(3), related to your beneficiary s attendance at the school without incurring the 10% additional tax. The earnings portion of the withdrawal is subject to federal and any applicable state income tax at the recipient's tax rate.

Education Tax Credits

Tax benefits, such as education tax credits, may be available to you and/or your beneficiary in addition to those of the plan. Tax laws provide special rules

intended to coordinate these defined opportunities and avoid the duplication of benefits. For example, using an American Opportunity tax credit or a Lifetime Learning tax credit does not affect participation in or receipt of benefits from the plan. However, in determining whether a withdrawal from your account is a qualified withdrawal, you cannot claim the same expenses for which a credit was claimed.

Any contributor who intends to utilize more than one of these tax benefits should consult his or her tax advisor or legal counsel for advice on how these special rules may apply to his or her situation.

FEDERAL TRANSFER TAXES

The 2010 Tax Relief Act made significant changes to federal estate, gift, and generation-skipping transfer ("GST") taxes. The American Taxpayer Relief Act of 2012 made permanent the exemption levels set by those federal estate, gift, and GST tax provisions, and raised the applicable tax rate permanently for amounts over the exemption limits from 35% to 40%. The law also makes permanent "portability," which allows a surviving spouse the right to the unused portion of a deceased spouse's exemption. The Tax Cuts and Jobs Act of 2017 doubled the exemption amount, subject to indexing for infl tion from the 2011 base year. Please consult your tax advisor regarding the specific application of these rules to your circumstances.

Gift Tax

Under Code §529, contributions to the plan are considered "completed gifts" to the beneficiar . This means that if the total contributions and other gifts by any account owner or other individual to a single beneficiary in a calendar year is greater than the current exclusion of $19,000 ($38,000 for married couples making a joint gift), the donor is subject to gift tax on the excess amount.

Code §529, however, also provides a five-yea averaging provision that allows an account owner or other individual contributing funds to spread the contribution amount over a five-year period. For example, this would allow contributions of the maximum gift amount in 2025 of up to $95,000 ($190,000 for married couples making a joint gift) in one tax year without federal gift tax consequences. However, an account owner or individual who contributes the maximum gift amount of $95,000 ($190,000 for married couples making a joint gift) may not make additional gifts to the same beneficiary until the end of the fiv -year averaging period without incurring federal gift tax.

Estate Tax

Generally, contributions to a qualified tuition program, such as the plan, are not includible in an account owner's gross estate. If, however, the account owner has elected the five-year averaging and dies before the end of the five-year period, the account owner's gross estate will include the portion of the contributions allocable to periods following the account owner's death. Like the federal gift tax, however, there is an exclusion available. For an estate of any decedent dying in calendar year 2025, the basic exclusion amount is $13.99 million ($27.98 million for a married couple). Please contact a tax professional to determine the effect of federal estate tax provisions on your situation.

Generation-Skipping Transfer Tax

In addition to possible federal gift and estate tax consequences, the federal GST tax may apply to contributions to an account if the benefi iary is more than one generation younger than that of the contributor, or if a new benefi iary is more than one generation below that of the previous benefic ary. Contributions that qualify for the annual gift tax exclusion, however, are not subject to federal GST tax. The federal GST tax exemption for a given year is equal to the exemption for federal estate tax purposes. Consult your tax advisor regarding the specifi application of these rules to your circumstances.

Rollovers and Gift and GST Taxes

Code §529 provides that certain transfers may be treated as a taxable gift. For example, if an account is rolled over to a new beneficiary who is a Member of the Family and in the same generation as the previous beneficiar , no federal gift or GST tax will apply. If, however, the new beneficiary is in a following generation than the previous benefi iary, federal gift tax or GST tax may apply to the amount transferred. In addition, if an account owner transfers ownership of an account to another individual or entity, that transfer may be deemed a gift which could trigger federal gift tax on any amount greater than $19,000 ($38,000 for

married couples making a joint gift). The five-yea averaging rule may be applied. Please consult your legal, financia , or tax advisor for further information.

STATE INCOME TAX

Texas does not impose a state income tax on individuals.

However, if you are not a resident of the state of Texas, the state income tax treatment of contributions to and earnings and distributions from your account will depend on the laws of your home state. Because each state has different tax provisions, this Plan Description does not address the state tax consequences for individuals who are residents of other states outside of Texas who participate in the plan. Please consult with your tax advisor.

If you are a non-resident of Texas, you should also consider whether your home state, or your beneficiary's home state, offers residents any tax or other state benefits, such as financial aid, scholarships, and/or protection from creditors, that are only available for participants in that state's 529 plan. The state tax consequences of using 529 plans for K-12 tuition will also vary by state and may involve taxes, penalties, and the recapture of any state tax deductions. You also may wish to contact your home state's 529 plan(s) to learn more about those plans' features, benefits, and limitations. Keep in mind that state-based benefit should only be one of many appropriately weighted factors to be considered when deciding whether to open an account. Please consult your financ al, tax, or other advisor to learn more about how state-based benefits or any limitations that might apply to your specific circumstances

PART 8: RISK FACTORS AND CONSIDERATIONS

Before making any decision to participate in the plan or contribute to an account, you should carefully consider the information in this Plan Description and the accompanying plan materials. This Plan Description should not be construed to provide legal, financial, or tax advice. You should consult an attorney or financial or tax advisor with any legal, business, or tax questions you may have.

The plan is an investment and subject to certain risks. In addition, certain investment options carry more or different risks than others. You should assess these risks with the understanding that they could arise at any time during the life of an account.

NO GUARANTEE OF PERFORMANCE

Investments are subject to standard investment risks, including market and interest rate risk. You could lose money by investing in the plan. The value of an account may increase or decrease over time based on the performance of the portfolio(s), causing the account balance to differ from the amounts contributed. Neither the board, the plan manager, the investment consultant, nor any of their affiliates makes any guarantee of, or has any legal obligations to ensure, the ultimate payout of any amount, including a return of contributions made to an account. No level of investment return is guaranteed.

There is no assurance that the account balance will be sufficient to cover your beneficiary s qualifie higher education expenses, including K-12 tuition, registered apprenticeship program expenses, or student loan repayments, at the time of withdrawal, even if contributions are made in the maximum allowable amount. Further, the rate of future inflation in qualifi d higher education expenses is uncertain and could exceed the rate of investment return earned by any of the plan's investment options over the corresponding periods.

PAST PERFORMANCE INFORMATION IS NOT INDICATIVE OF THE FUTURE PERFORMANCE OF ANY PARTICULAR PORTFOLIO OR UNDERLYING INVESTMENT AND THE INVESTMENT RESULTS OF ANY PORTFOLIO OR UNDERLYING INVESTMENT FOR ANY FUTURE PERIOD CANNOT BE EXPECTED TO BE SIMILAR TO ITS INVESTMENT PERFORMANCE IN THE PAST.

Portfolio performance information as of the most recent quarter end is available on the plan website at www.lonestar529.com/learn/lonestar-529-plan-investments.

NO GUARANTEE OF ADMISSION

There is no guarantee that your beneficiary will: (1) be admitted to any or a specific college, university, elementary or secondary school, or registered apprenticeship program (all normal admission requirements must still be met); (2) be permitted to continue attending a particular school or program; (3) graduate or receive a degree; (4) be treated as a state resident for tuition or any other rate purpose; or (5) receive any particular treatment under applicable federal or state financial aid programs

MAIN RISKS OF INVESTING IN STOCK

The value of a portfolio may be affected by changes in the stock markets. Stock markets may experience great short-term volatility and may fall sharply at times. Different stock markets may behave differently from each other, and U.S. stock markets may move in the opposite direction from one or more foreign stock markets.

The prices of individual stocks generally do not all move in the same direction at the same time, and a variety of factors can affect the price of a particular company's stock. These factors may include increased competition, poor earnings, a loss of customers, litigation against the company, general unfavorable performance of the company's sector or industry, or changes in government regulations affecting the company or its industry.

At times, a portfolio may emphasize investments in a particular industry or economic or market sector. To the extent that a portfolio increases its emphasis on investments in a particular industry or sector, the value of its investments may fluctuate more in response to events affecting that industry or sector, such as changes in economic cycles and conditions, government regulations, availability of basic resources or supplies, or other events that affect that industry more than others.

Risks of Growth Investing

If a growth company's earnings or stock price fails to increase as anticipated or if its business plans do not produce the expected results, its securities may decline sharply. Growth companies may be newer or smaller companies that may experience greater stock price fluctuations and risks of loss than larger, more established companies. Newer growth companies tend to retain a large part of their earnings to support research, development, and investments in capital assets. Therefore, they may not pay any dividends for some time or at all. Growth investing has gone in and out of favor during past market cycles and is likely to continue to do so. During periods when growth investing is out of favor or when markets are unstable, it may be more diffi ult to sell growth company securities at an acceptable price. Growth stocks may also be more volatile than other securities because of investor speculation.

Risks of Value Investing

Value investing entails the risk that if the market does not recognize that a portfolio's securities are undervalued, the prices of those securities might not appreciate as anticipated. A value approach could also result in fewer investments that increase rapidly during times of market gains and could cause underperformance of funds that use a growth or non-value approach to investing. Value investing has gone in and out of favor during past market cycles and when value investing is out of favor or when markets are unstable, the securities of "value" companies may underperform the securities of "growth" companies.

Risks of Foreign Investing

Foreign securities are subject to special risks. Foreign stocks and bonds may be more volatile and less liquid than their U.S. counterparts. Foreign issuers are usually not subject to the same accounting and disclosure requirements applicable to U.S. companies, which may make it difficult for a portfolio to evaluate a foreign company's operations or financial condition. A change in the value of a foreign currency against the U.S. dollar will result in a change in the U.S. dollar value of securities denominated in that foreign currency and in the value of any income or distributions a portfolio may receive on those securities. The value of foreign investments may be affected by exchange control regulations, foreign taxes, higher transaction and other costs, delays in the settlement of transactions, changes in economic or monetary policy in the U.S. or abroad, expropriation or nationalization of a company's assets, or other political and economic factors. These risks may be greater for investments in developing or emerging market countries.

Special Risks of Developing and Emerging Markets

The economies of developing or emerging market countries may be more dependent on relatively few industries that may be highly vulnerable to local and global changes. The governments of developing and emerging market countries may also be more unstable than the governments of more developed countries. These countries generally have less developed securities markets or exchanges, less stable and predictable economies, and less developed legal and accounting systems. Securities may be more difficult to sell at an acceptable price and may be more volatile than securities in countries with more mature markets. Emerging market investing has gone in and out of favor during past market cycles and when emerging market investing is out of favor, or when markets are unstable, the securities of emerging market companies may underperform securities of companies from more mature markets. The value of developing or emerging market currencies may fluctuate more than the currencies of countries with more mature markets. Investments in developing or emerging market countries may be subject to greater risks of government restrictions, including confiscator taxation, expropriation or nationalization of a company's assets, restrictions on foreign ownership of local companies, and restrictions on withdrawing assets from the country. Investments in companies in developing or emerging market countries may be considered speculative.

Risks of Small, Unseasoned Companies

Generally, small, unseasoned companies are companies that have been in operation for less than three years. In addition to the other risks of smaller issuers, these securities may have a very limited trading market, making it harder to sell them at an acceptable price. The price of these securities may be very volatile, especially in the short term.

Risks of Small-Sized Companies

The stock prices of small-sized companies may be more volatile and their securities may be more difficul to sell than those of larger companies. The markets for their securities may provide limited liability and experience wide price fl ctuations. They may not have established markets, may have fewer customers and product lines, may have unseasoned management or less management depth, and may have more limited access to financial resources. Smaller companies may not pay dividends or provide capital gains for some time, if at all.

Risks of Mid-Sized Companies

Mid-sized companies generally involve greater risk of loss than larger companies. The stock prices of mid-sized companies may be more volatile and their securities may be less liquid and more difficult to sell than those of larger companies. They may have less established markets, fewer customers and product lines, less management depth and more limited access to financial resources. Mid-sized companies may not pay dividends for some time, if at all.

Special Risks of Fixed Income Securities

Fixed-income securities may be subject to credit risk, interest rate risk, prepayment risk, and extension risk. Credit risk is the risk that the issuer of a security might not make interest and principal payments on the security as they become due. If an issuer fails to pay interest or to repay principal, the underlying investment's income or share value might be reduced. A downgrade in an issuer's credit rating or other adverse news about an issuer can reduce the market value of that issuer's securities.

The value of debt securities is also subject to change when prevailing interest rates change. When prevailing interest rates fall, the values of already-issued debt securities generally rise. When prevailing interest rates rise, the values of already-issued debt securities generally fall, and they may sell at a discount from their face amount or from the amount paid for them. These flu tuations will usually be greater for longer-term debt securities than for shorter-term debt securities and money market securities. When interest rates fall, debt securities may be repaid more quickly than expected and a fund may be required to reinvest the proceeds at a lower interest rate, which is referred to as prepayment risk. When interest rates rise, the issuers may repay principal more slowly than expected, which is referred to as extension risk. Interest rate changes normally have different effects on variable or floating rate securities than they do on securities with fixed interest rates.

Developments relating to subprime mortgages have adversely affected fixe -income securities markets in the U.S., Europe, and elsewhere. The values of many types of debt securities have been reduced, including mortgage-backed securities and debt securities that are not related to mortgage loans. These developments have reduced the willingness of some lenders to extend credit and have made it more difficult for borrowers to obtain fin ncing on attractive terms or at all. In addition, broker-dealers and other market participants are sometimes reluctant to make markets in some types of debt instruments, which reduces liquidity of those instruments. These developments may also have a negative effect on the broader economy. There is a risk that the lack of liquidity or other adverse credit market conditions may hamper the underlying investment's ability to sell the debt securities in which it invests or to find and purchase suitable debt instruments

Special Risks of Lower-Grade Securities

Lower-grade debt securities, whether rated or unrated, have greater risks than investment-grade securities. They may be subject to greater price fluctuations and have a greater risk that the issuer might not be able to pay interest and principal when due. The market for lower-grade securities may be less liquid and therefore they may be harder to value or to sell at an acceptable price, especially during times of market volatility or decline.

Special Risks of Real Estate Investing

While Real Estate Investment Trusts (REITs) are generally safer investments than direct real estate investments, there are still special risks to consider. Investments in REITs are particularly sensitive to changes in interest rates. Additionally, real estate investments and REITs have historically displayed liquidity risk, as capital can be tied up in real estate projects.

Special Risks of Commodity Investing

While commodities can present positive diversifi ation effects to a portfolio, commodity investments tend to be higher risk investments on their own. Since most commodity markets are based around futures contracts, movements in commodity prices can create higher volatility in these investments than equity or bond investments.

RISKS OF INVESTING IN UNDERLYING INVESTMENTS

Each of the underlying investments has its own investment risks, and those risks can affect the value of a portfolio's investments. To the extent that a portfolio invests more of its assets in one underlying investment than in another, the risks for that underlying investment will have a greater impact on the portfolio's value than those of other underlying investments.

There is no guarantee that any underlying investment will achieve its investment objective. The underlying investments will each pursue their investment objectives and policies without the approval of the plan. If an underlying investment were to change its investment objective or policies, the portfolio may be forced to sell its shares of that underlying investment at a disadvantageous time. The prospectuses and statements of additional information of the underlying investments are available by visiting the website of each underlying investment.

Focused Investing Risk

At times, an underlying investment may hold a significant portion of its assets in companies in a particular industry or market sector. As a result, events such as changes in economic conditions, government regulations, market declines, or the availability of basic resources or supplies that affect that industry or sector more than others may have a greater effect on the underlying investment's performance. It might also be more difficult for the underlying investment to sell securities at a price it considers appropriate if it holds larger blocks of stock because it invests in fewer issuers.

Issuer Risk

A portfolio may invest in underlying investments other than mutual funds, securities, and government debt, such as highly rated debt instruments of private insurance companies or other financial firms. Accordingly, the soundness and prudence of investing may depend on the financial stability, capitalization, and business acumen of the issuer of such instruments. Alternative investments in government bonds may be more stable or yield a better return.

Allocation Risk

A multi-fund portfolio's ability to achieve its investment objective depends largely upon selecting an appropriate mix of underlying investments and asset classes. The expected interaction among the selected asset classes may differ from underlying investment managers' assumptions and those assumptions may not reflect market conditions experienced

Liquidity Risk

There is a risk that an underlying investment will not be able to pay redemption proceeds to a portfolio within the period stated in the underlying investment's prospectus because of unusual market conditions, an unusually high volume of redemption requests, or other reasons. Such delay could result in a portfolio being unable to make payments within the period stated. Portfolios that invest in non-investment-grade fixe income securities, small capitalization stocks, real estate investment trusts, and emerging country issuers will be especially subject to the risk that during certain periods the liquidity of particular issuers or industries, or all securities within these investment categories, will shrink or disappear suddenly and without warning as a result of adverse economic, market or political events, or adverse investor perceptions, regardless of whether or not accurate.

Special Risks of Guaranteed Interest Accounts

The Guaranteed Interest Account ("GIA") is subject to the risk that New York Life Insurance Company will default on its obligations under the funding agreement or that other events could render the agreement invalid. The GIA is not guaranteed by the plan, the state of Texas, the board, the plan manager, the FDIC, the federal government, or any other party.

There is a risk that the funding agreement could be terminated and, as a result, payments under the funding agreement could be paid over an extended period and subject to a fi ed crediting rate that may be lower than market rates. If the agreement is terminated, there is no guarantee that a substitute investment will be available on the same or similar terms.

The funding agreement includes a provision that prohibits direct transfers from the Capital Preservation Portfolio to any "competing" investment option. As of the date of this Plan Description, the Short-Term Fixed Income Portfolio is considered a competing investment option.

OTHER INVESTMENT RISKS

The following risks are general risks that apply to all portfolios and underlying investments.

Market Risk

The value of the securities in which a portfolio and an underlying investment invest may go up or down in response to the prospects of individual companies and/or general economic conditions. Price changes may be temporary or last for extended periods. Diversifying across asset classes may not fully mitigate the impact, whether positive or negative, of changes in economic conditions or fundamentals in any single asset class. Market risk primarily affects stocks, but also affects high-yield bonds and, to a lesser extent, higher quality bonds.

Due to market uncertainties, the overall market value of an account may exhibit volatility and could be subject to general economic conditions, such as changes in unemployment rates, inflat on or stagflation, the imposition of tariffs or other restrictions on global trade, or a decrease in overall economic activity leading to a recession. All of these factors may cause the value of an account to decrease (realized or unrealized losses) regardless of the investment strategy for any investment option(s) in which an account is invested or any systematic investing on the part of an account owner.

The threat of terrorist attacks and related events, including military actions by the U.S. and other countries and continued unrest in the Middle East, may lead to increased short-term market volatility and may have long-term effects on U.S. and world economies and markets. The plan does not know the extent to which and how long the securities markets may be affected by such events and cannot predict the effects of such events on the economies of the U.S., or of other countries, or on portfolio or underlying investment values.

Issuer Risk

Changes in an issuer's business prospects or financial condition, including those resulting from concerns over accounting or corporate governance practices,

could signifi antly affect a portfolio's or underlying investment's performance if sufficient investment in those securities exists.

Management Risk

The asset allocation strategy approved by the board or a strategy used by an underlying investment advisor may fail to produce the intended results.

Index Sampling Risk

The securities selected for a portfolio, in the aggregate, may not provide investment performance matching that of the target index.

Investment Style Risk

Returns from one sector of the market (e.g., small-, mid-, or large-capitalization stocks) may trail returns from other sectors of the stock market.

GOVERNING LAWS MAY CHANGE

Congress could amend Code §529 or other federal laws, Texas could amend the Texas Education Code, and other states could amend their laws. Federal and/or state laws may impose limitations on some investment policies and restrict or prohibit specifi investments. Possible legislative action could diminish or even terminate your account's tax advantages. Any of these occurrences could materially change or eliminate the benefi s described in this Plan Description. There can also be no assurance that such changes will not adversely affect the value to you, the account owner, or your beneficiary of participating in the plan

Further, final regulations, other administrative guidance, or court decisions might be issued that could adversely impact the federal tax consequences or requirements with respect to the plan. Because the regulations proposed under Code §529 do not reflect subsequent amendments to the provision, it is likely that the fi al regulations, if and when issued, will differ from those proposed.

Finally, the plan has not sought or received a ruling from the IRS that the plan conforms to the requirements of Code §529. The board may determine to seek a ruling in the future, but the present policy of the IRS is to not issue any determinations for state-sponsored plans.

To advance certain public policies, Texas or the U.S. could establish laws that require or preclude the plan from certain investments, which might limit the plan from investments that otherwise meet its investment criteria. Further, while the plan might be exempt from statutes that prohibit certain investments or require specifi contract language, the board may voluntarily choose a vendor that meets these statutory requirements and the plan's investment objectives.

PLAN TERMS MAY CHANGE

THE BOARD MAY CHANGE INVESTMENT OPTIONS, PORTFOLIO OFFERINGS, AND UNDERLYING INVESTMENTS FROM TIME TO TIME. ADDITIONAL INVESTMENT OPTIONS AND PORTFOLIOS MAY BE ADDED IN THE FUTURE, AND EXISTING INVESTMENT OPTIONS AND PORTFOLIOS MAY BE CHANGED, CONSOLIDATED, OR ELIMINATED. EXISTING ACCOUNT OWNERS MAY BE REQUIRED BY THE BOARD TO PARTICIPATE IN SUCH CHANGES OR, CONVERSELY, MAY BE LIMITED IN THEIR ABILITY TO PARTICIPATE. UNITS IN ANY ELIMINATED PORTFOLIO WILL BE EXCHANGED FOR UNITS IN ANOTHER BY THE BOARD, AT ITS DISCRETION WITHOUT PRIOR NOTICE. THE CONSENT OF ACCOUNT OWNERS, OTHER CONTRIBUTORS, OR BENEFICIARIES TO ANY SUCH CHANGE, ADDITION, ELIMINATION, OR CONSOLIDATION OF INVESTMENT OPTIONS, PORTFOLIOS, AND UNDERLYING INVESTMENT IS NOT REQUIRED. KEEP IN MIND THAT IF THE INVESTMENT OFFERINGS CHANGE, THE RISKS ASSOCIATED WITH INVESTING IN THE PLAN OR ANY PORTFOLIO MAY CHANGE.

The board, in its discretion, may change the plan manager or investment consultant, and it is likely that the plan manager or investment consultant when you open an account will not remain in that position until your account is closed. You will have no voice in the selection of any plan manager or investment consultant.

During the transition from one underlying investment to another, a portfolio may be temporarily uninvested in an asset class. During this time, a portfolio may also

temporarily hold securities if the disposing underlying investment chooses to use an in-kind redemption. Where this is the case, the plan manager will liquidate the securities received as promptly as practicable and invest the proceeds in the replacement underlying investment. Any redemption fees or other transaction costs, as well as any market impact on the value of the securities being liquidated, will be borne by the portfolio and the accounts invested in it.

Account fees, expenses, and charges are subject to change at any time, and new fees, expenses, and charges may be imposed in the future without prior notice to account owners.

OTHER OPTIONS MAY BE BETTER FOR YOU

Neither the board nor the plan manager makes any representation regarding the suitability or appropriateness of any investment approach, option, underlying investment, or portfolio offered by the plan. Other types of investments or college savings plans may be more appropriate, depending on your or your beneficiary s educational goals, financial status, tax situation, risk tolerance, age, investment goals, savings needs, and investment time horizons.

Limited Liquidity

Contributing funds to an account reduces the ability to readily access those funds (their liquidity). Once contributions have been made to an account, there are limited circumstances in which they can be withdrawn on a tax-free basis.

In addition, you should consider other savings and investment alternatives. Other 529 plans and education savings and investment programs are available that may: (1) offer benefits, including state tax benefits that are not available under the plan; (2) offer different investment approaches, underlying investments, and options than the plan; and/or (3) involve different unit classes, fees, expenses, and tax consequences than the plan. Therefore, when considering participation in the plan, you should consult a tax or investment advisor first

Uncertain Impact on Financial Aid

The plan cannot determine and makes no representation as to what effect, if any, participation in the plan may have on future federal, state, institutional, or private financial aid eligibility for you or your beneficiar . Opening or contributing to a plan account may have a material, adverse effect on your benefic ary's eligibility to receive assistance under some financia aid programs.

Whether your account will affect your beneficiary s eligibility for federal financial aid depends on the beneficiary s relationship to the purchaser. Texas law provides that assets in your account may not be considered in determining eligibility for Texas-sponsored student financial aid. For school-based financial aid, the effect of being an account owner or beneficiary varies from institution to institution

Because of the uncertainty, you are advised to consult a financial aid professional and/or the state or educational institution offering a financial aid program to determine the impact of participating in the plan.

Uncertain Impact on Medicaid Eligibility

When considering Medicaid eligibility, the impact of having a plan account in your name on behalf of another is not clear. First, there is no assurance the account will not be treated as a "countable resource" in determining the financial eligibility of either you or your beneficiar . Second, withdrawals, whether qualified or non-qualified, could delay Medicaid payments. You should consult your personal benefits advisor to ascertain the impact an account and withdrawals from it may have on Medicaid eligibility and the timing of Medicaid payments. An account may adversely affect an account owner's and/or benefi iary's eligibility for other federal and state assistance programs. The treatment of assets in an account is subject to change at any time. Please consult the agency or entity that administers your specifi benefit program for additional information

Limited Investment Direction

Once an investment decision has been made, you, the account owner, are only allowed to reallocate your investments—transfer assets between two or more portfolios—twice per calendar year. A portfolio's assets are invested in accordance with an investment policy that is established by the board, who may change the investment policy for the plan at any time.

No Shareholder Rights

Account owners do not have a direct ownership interest in the investments held by the portfolio(s) in their account. Therefore, account owners do not have the rights of an owner of such investments, including the right to vote proxies.

No Assignments or Pledges

No portion of any account can be assigned, transferred, pledged as security for a loan, including a loan used to obtain money for contributions to the account, or otherwise used, either by you, the account owner, or your beneficiar .

CYBER RISKS

Failures or breaches of the electronic systems of the Comptroller, the plan manager, investment managers or other parties that provide services to the plan can cause disruptions and negatively impact the plan's operations, potentially resulting in financial losses to the plan and its beneficiaries. While the Comptroller, the plan manager, and the investment managers have established business continuity plans and risk management systems seeking to address system breaches or failures (including plans and systems reasonably designed to protect the account owner, beneficiary and other personally identifiabl information where applicable), there are inherent limitations in such plans and systems.

CREDITOR PROTECTION LAW CONSIDERATIONS

The plan is prohibited from providing legal advice. As such, the board, the plan, and the plan manager make no representations or warranties regarding your protection from creditors.

Federal Bankruptcy Law

The Bankruptcy Code generally provides protection in federal proceedings for 529 plans if the beneficiary is the bankruptcy debtor's child, stepchild, grandchild, or step-grandchild, including through adoption or foster care, however you may have protections subject to the following limits:

- contributions made to an account for the same beneficiary at least 720 days before a federal bankruptcy filing are completely protected
- contributions made to an account for the same beneficiary between 365 days and 720 days before a federal bankruptcy filing are protected up to $8,775 (this limit is set by statute and changes periodically); and
- contributions made to an account for the same beneficiary less than 365 days before a federal bankruptcy filing are not protected against creditor claims.

These limitations consider all 529 plans for the same beneficiary as if they were a single plan. Bankruptcy law is complex. This information is not meant to constitute individual tax or bankruptcy advice. You should consult with your own advisors concerning your individual circumstances.

Texas Law

Texas Education Code §54.769(a) states: "Money in the fund is exempt from claims of creditors, including claims of creditors of a purchaser, a beneficiar , or a successor in interest of a purchaser or beneficiar ." In addition, Texas Education Code §54.769(b) provides that payments under the plan are "exempt from attachment, levy, garnishment, execution, and seizure for the satisfaction of any debt, judgment, or claim against a purchaser, beneficiar , or successor in interest of a purchaser or beneficiar ." Similarly, Texas Property Code §42.0021 states that "a person's interest in and right to receive payments from a qualifie savings plan, whether vested or not, is exempt from attachment, execution and seizure for the satisfaction of debts."

Regardless of where you live, you should consult an attorney for advice on how state law might affect your personal situation.

EXTRAORDINARY EVENTS

Circumstances beyond the reasonable control of the board may affect the overall market value of an account or your ability to transact business with the plan.

PRIVACY INFORMATION

As an account owner in the plan, you are entitled to know how the plan and Orion Advisor Solutions, Inc. ("Orion"), the current plan manager (together with its affiliates, subcontractors, employees and agents, "we"), protect your personal information and how we limit its disclosure.

This notice was last updated in December 2021. If we materially update or change this notice, we will post an update on the plan website at www.lonestar529.com. If you do not have access to a computer and would like a hard copy of the information sent to you, please call the plan manager at 800-445-GRAD (4723), option 4.

COLLECTION OF INFORMATION

We obtain non-public personal information about account owners and beneficiaries from the following sources:

- your application and other forms;
- your account information and profile on the plan website; and
- your transactions related to the plan.

We do not collect personal information on the application or through the plan website unless you willingly provide it, either directly by email or on the secure areas of the website. When you log on to the website to access your account, we use your personal credentials to identify you, to provide you with requested products and services, and for everyday business purposes, such as to maintain your account, respond to inquiries, and process transactions. To update your personal information online, log on to the site, visit the "Select an Account" section, and select the "Maintain Profile" menu

We use "cookies" to help us manage and improve the plan website. For example, cookies help us recognize new versus repeat visitors, track the pages visited, and enable some special features. You can refuse cookies by turning them off in your browser settings; however, doing so may limit your access to certain sections of the website.

USE OF INFORMATION

We may use your personal information for everyday business purposes, such as to process your transactions, maintain your account, respond to your inquiries, provide you services, and respond to court orders and legal investigations.

RIGHT OF REFUSAL

We will not disclose your personal information to unaffiliated third parties, except as required or permitted by law, unless you expressly consent to such disclosure.

PROTECTION OF INFORMATION

We do not disclose non-public personal information about current or former account owners or benefi iaries to anyone, except as required or permitted by law.

SECURITY MEASURES

We maintain physical, electronic, and procedural safeguards designed to protect your personal account information. All transactions on the plan website are secured by Secure Sockets Layer ("SSL") protocol and 128-bit encryption. SSL is used to establish a secure connection between your personal computer and the plan server, while encryption transmits information in a scrambled format.

For your security, we will not include personal or contact information in non-secure emails. To protect your own privacy, we advise you not to communicate confid ntial and/or personal information, such as Social Security and account numbers, to us via non-secure emails. Instead, take advantage of the secure features of the plan website to encrypt your email correspondence. To do this, you will need a browser that supports SSL protocol.

We do not guarantee or warrant that any part of the plan website, including any file available for download, is free of viruses or other harmful code. It is your responsibility to take appropriate precautions, such as using antivirus software, to protect your computer.

TO KEEP YOUR ACCOUNT INFORMATION PRIVATE AND PREVENT UNAUTHORIZED TRANSACTIONS, DO NOT ALLOW ANYONE ELSE TO USE YOUR ACCOUNT PASSWORD, AND TAKE SPECIAL PRECAUTIONS WHEN ACCESSING YOUR ACCOUNT ON A COMPUTER USED BY OTHERS OR THE PUBLIC.

CONTACT US

To submit any questions about this Privacy Policy, write to Orion at 17605 Wright Street, Omaha, Nebraska 68130; email Orion by clicking on the "Contact Us" section of the plan website at www.lonestar529.com; or call us at 800-445-GRAD (4723), option 4.

STATE OF TEXAS PRIVACY NOTICES

Federal Privacy Act Notice. Disclosure of your Social Security number on the application is required and authorized under applicable law for the purpose of tax administration and identification. 42 United States Code §405(c)(2)(C)(i); Internal Revenue Code §§529(d) and 6109(a); and Texas Education Code §54.772.

Texas Privacy Notice. The Comptroller's privacy notice is available at https://comptroller.texas.gov/about/policies/privacy.php. Under Chapter 559, Texas Government Code, you are entitled to review, request, and correct information we have on file about you, with limited exceptions. To request information for review or to request an error correction, contact Ultimus at P.O. Box 405010, Cincinnati, Ohio 45240, or by phone at 800-445-GRAD (4723), option 4. You may also request information from the Comptroller online at the link above, by email (open.records@cpa.texas.gov), by mail at Open Records Section, Comptroller of Public Accounts, P.O. Box 13528, Austin, TX 78711-3528, or by fax at 512-475-1610.

Comments or Complaints. You may submit comments or complaints by mail to the Prepaid Higher Education Tuition Program, Office of the Comptroller of Public Accounts, P.O. Box 13407, Austin, Texas 78711-3407, or by calling 512-936-2064.

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LONESTAR 529 PLAN℠

Savings Trust Agreement

Effective Date June 2025

Texas Prepaid Higher Education Tuition Board

Don Huffines, Texas Comptroller of Public Accounts, Austin, Texas

Orion Advisor Solutions, Inc., Plan Manager

DON HUFFINES
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

Orion

ARTICLE I—GENERAL INFORMATION

This Savings Trust Agreement is promulgated by the Texas Prepaid Higher Education Tuition Board (the "Board") on behalf of the LoneStar 529 Plan® (the "Plan") and governed by applicable laws and regulations including without limitation Section 529 of the Internal Revenue Code ("IRC"), the Texas Education Code, Chapter 54, Subchapter G (the "Education Code"), and the Plan rules adopted pursuant to Sections 54.701-54.716 of the Education Code and published in Title 34, Chapter 7, Subchapter K, of the Texas Administrative Code (the "Rules"). This Savings Trust Agreement contains the terms and conditions established pursuant to the Plan between the Account Owner and the Board, and incorporates the Account Owner's Application, applicable laws and regulations, and the Plan Description (together, the "Agreement"). By signing the Application or enrolling online, the Account Owner agrees to be bound by the terms of this Agreement, effective as of the date the Application is executed.

Orion Advisor Solutions, Inc. ("Orion"), supported by its affiliates and designees, is the Plan Manager and Ultimus Fund Solutions LLC, will provide administrative and recordkeeping services with respect to the Plan, and Northern Lights Distributors, LLC, will provide distribution services with respect to the Plan. The foregoing services are referred to collectively herein as the "Services." The Services include, but are not limited to: investing assets according to the investment policies established by the Board and based on the investment option selected by the Account Owner; accepting and processing contributions to and withdrawals from an Account; and, providing certain administrative, recordkeeping, customer service, fund accounting, and reporting services for the Plan with respect to investments in the Plan.

An Account could lose money including the principal invested. No part of an Account is a deposit or obligation of, or is guaranteed or insured by, the Board, the state of Texas, or any agency or agent thereof, or any other entity. Units in the Plan have not been registered with or approved by the Securities and Exchange Commission or any state. Investors should carefully consider the investment objectives, risks, fees, charges, and expenses associated with the Plan before investing. The Board may suspend, modify, or terminate the Plan or change or eliminate investment options, offerings, and/or Underlying Investments at any time and without the consent of Account Owners or Beneficiaries. Investors should read all Plan documents carefully before investing.

ARTICLE II—DEFINITIONS

Set forth below are definitions of certain key terms used in this Plan Description and Savings Trust Agreement. Other terms are defined elsewhere in this Agreement.

"529 plan" means a college savings program established under and operated in accordance with IRC §529.

"Account" means a savings trust account established by an Account Owner pursuant to this Savings Trust Agreement for purposes of investing in one or more portfolios. Accounts are part of the Plan and are held in the name of the Plan on behalf of and for the benefi of the Account Owners and the Beneficiaries

"Account Owner" means the individual or entity signing the Application and establishing an Account or any successor to such individual or entity. References in this Agreement to "you" or "your" mean the Account Owner in such capacity.

"ACH" means Automated Clearing House.

"AIP" means an automatic investment plan, including automatic payments from the Account Owner's bank account or other financial institution or through payroll deductions.

"Application" means the LoneStar 529 Plan enrollment form.

"Beneficiary" means the individual identified by the Account Owner whose Qualified Higher Education Expenses are expected to be paid from the Account or, for Accounts owned by a state or local government or qualifying tax-exempt organization (otherwise known as a 501(c)(3) entity) as part of its operation of a scholarship program, the recipient of a scholarship whose Qualifi d Higher Education Expenses are expected to be paid from the Account. Any individual may be the Benefi iary of an Account, including the Account Owner.

"Board" or "Plan Administrator" means the Texas Prepaid Higher Education Tuition Board.

"Comptroller" means the Texas Comptroller of Public Accounts.

"Contribution" means an amount invested in an Account.

"EFT" means electronic funds transfer.

"Eligible Educational Institution" means an accredited post-secondary educational institution offering credit toward a bachelor's degree, an associate's degree, a graduate level or professional degree, or another recognized post-secondary credential, which is eligible to participate in certain federal student fi ancial aid programs. Certain proprietary institutions, foreign institutions and post-secondary vocational institutions are also included as are certain specifie military academies.

"FDIC" means the Federal Deposit Insurance Corporation.

"Financial advisor" means any individual or entity that is appropriately licensed and who has entered into an agreement with the Plan Distributor to distribute Savings Trust Agreements and interests in the Plan represented by Accounts to public investors. This term may include brokers and fi ancial intermediaries such as investment advisors or banks.

"In Good Order" means, in the case of a Plan application or other Plan form, that the application or form is accurate, legible, completed in full and signed by the authorized signatory with any required supplemental information, documentation, or payment attached.

"Investment Consultant" means Aon Investments USA, Inc. or another investment consulting fir selected by the Board. The Investment Consultant advises the Board on investment guidelines and asset allocations, recommends suitable investments and alternatives, and monitors and reports investment performance.

"Investment Manager" means the entity responsible for establishing and maintaining investment guidelines and asset allocations for an Underlying Investment.

"IRC" means the Internal Revenue Code of 1986, as amended.

"IRS" means the Internal Revenue Service.

"IRC §529" means Section 529 of the Internal Revenue Code.

"Maximum Texas Program Contribution Limit" means the maximum contribution balance (currently $500,000) per Benefi iary aggregated across all accounts in Texas-sponsored 529 plans that cannot be exceeded through additional Contributions. Accounts that have reached the limit may continue to accrue earnings, but additional Contributions are prohibited.

"Member of the Family" means a relative of the Beneficiary as defined under IRC §52

"Non-qualifi d withdrawal" means a distribution from an Account that is not used to pay for the Qualifie Higher Education Expenses of the Beneficiar .

"Plan" means the LoneStar 529 Plan, an advisor-sold 529 plan administered by the Texas Prepaid Higher Education Tuition Board.

"Plan Description," with respect to the LoneStar 529 Plan, means the Plan Description and Savings Trust Agreement, as amended and supplemented from time to time.

"Plan Distributor" means Northern Lights Distributors, LLC.

"Plan Manager" means Orion Advisor Solutions, Inc. The Plan Manager, supported by its affiliates and designees, is responsible for providing administrative, recordkeeping, distribution, customer service, fund accounting, custodian, and reporting services for the Plan.

"Portfolio" means a Plan portfolio, which may invest in mutual funds or other investments.

"Qualified Higher Education Expenses" means a Beneficiary s qualified higher education expenses, as defined by IRC §529(e)(3)

"Qualified withdrawal" means a distribution from an Account that is used to pay the Qualified Higher Education Expenses of the Beneficiar .

"Risk-Based Option" means an investment approach offered under the Plan where the Account Owner allocates assets across the risk/reward spectrum.

"Risk-Based Portfolio" means a portfolio established under the Risk-Based Option.

"Savings Trust Agreement" means the contract between the Account Owner and the Board, which establishes the Account and the obligations of the Board and the Account Owner.

"State" refers to the state of Texas and the Texas state government.

"Successor Account Owner" means the person designated by the Account Owner to assume ownership of the Account in the event the Account Owner dies while there is still money in the Account.

"Target Enrollment Year Option" means an investment approach offered under the Plan where contributions are invested in a portfolio based on the expected year of college enrollment of the Beneficiar .

"Target Enrollment Year Portfolio" means a portfolio established under the Target Enrollment Year option.

"Underlying Investment(s)" means one or more mutual funds or other investment vehicles in which assets of a portfolio are invested.

"Unit" means an interest in a portfolio that is purchased with Contributions to an Account.

ARTICLE III—ACCOUNT OWNER REPRESENTATIONS

The Account Owner hereby represents, warrants, understands, acknowledges, and agrees with the Board as follows:

1. The Account Owner is a citizen or permanent resident alien of the United States of America 18 years of age or older with a valid Social Security number, or, if opening an Account in a representative or fidu iary capacity, with full power and authority to enter into this Agreement for the entity or individual named as Account Owner, and that entity or individual is a United States person as described in IRC §7701(a)(30), and intends to provide for the Qualified Higher Education Expenses of the Beneficiar .
2. The Account Owner has received and read this Agreement, carefully reviewed the information contained herein, and has been afforded a reasonable time prior to the effective date of this Agreement to discuss the terms and conditions herein with the Board, the Plan Manager, and any financial advisor or consultant, tax advisor, or legal counsel of the Account Owner.
3. The Account Owner has not relied on any representations or other information, whether oral or written, and whether made by the Board, the Comptroller, the State, the Plan Manager, any of their respective affiliate parties, officer , directors, employees, agents, or representatives, except as otherwise set forth in this Agreement.
4. Participation in the Plan does not guarantee that the Beneficiary
   a. will be accepted as a student by any Eligible Educational Institution, K-12 school, or registered apprenticeship program;
   b. if accepted, will be permitted to continue as a student;
   c. will be treated as a Texas resident for tuition or other purposes;
   d. will be able to use the Account to repay student loans of the Beneficiary or their sibling
   e. will graduate from any Eligible Educational Institution, K-12 school, or registered apprenticeship program; or
   f. will receive any particular treatment under applicable state or federal financial aid programs.

Neither the State, the Board, the Plan Manager, nor any affiliate of the foregoing, nor any other person, has made any such representation or guarantee.

5. The investment of assets held in the Account will be governed by the provisions of this Agreement, as amended from time to time. All such assets are held exclusively for the benefit of the Account Owner and the individual named as Benefi iary of the Account. Such assets may be invested in mutual funds, invested in commingled funds as

permitted by law, placed in separate accounts managed by the Plan Manager or affiliates of the Plan Manager or any other manager selected by the Board, or invested pursuant to any combination of these or any other investment strategy.

6. Units of portfolios purchased through an Account do not have a direct benefi ial interest in the Underlying Investments, or any other investments held by the Plan, and therefore do not confer the rights of an owner or shareholder of such investments.

7. The value of any Account may increase or decrease each day that the New York Stock Exchange is open for trading, based on the investment performance of the portfolio in which the Account is invested, and each portfolio will invest in the Underlying Investment or other investments selected by the Board, or in other funds of one or more other investment advisors or managers that may be hired by the Board.

THE VALUE OF ANY ACCOUNT(S) TO WHICH CONTRIBUTIONS ARE MADE MAY, AT ANY TIME, BE MORE OR LESS THAN THE AMOUNTS CONTRIBUTED TO THE ACCOUNT(S).

8. No Account will be used as collateral for any loan. Any attempt to use an Account as collateral for a loan shall be void. The Plan itself will not loan any assets to the Account Owner or the Beneficiar .

9. No assignment or transfer of any interest in any Account, except as otherwise contemplated in the Plan Description or this Agreement, shall be made. Any unauthorized assignment or transfer of such an interest shall be void.

10. The Account Owner has accurately and truthfully completed the Application, and any other documentation furnished or subsequently furnished in connection with the opening or maintenance of, or any withdrawals from, the Account(s).

Where any false statement is made in connection with opening an Account or otherwise, the Board and/or the Plan Manager may take such action as the Board and/or the Plan Manager deem necessary or appropriate, including, without limitation, terminating the Account or requiring satisfaction of indemnity.

ARTICLE IV—PLAN TERMS

1. ***Incorporation of Plan Description.*** All terms and conditions of the Plan Description are incorporated by reference into this Agreement and made a part hereof.

2. ***Change of Plan Manager.*** Where the Board appoints a new Plan Manager, Account assets may, at the discretion of the Board: (a) continue to be managed by the prior manager; (b) be managed in part by the prior manager, with respect to assets and any earnings thereon prior to such change, and in part by the new manager, with respect to assets and any earnings thereon following such change; or (c) be managed entirely by the new manager. In each event, an Account Owner may not direct investment of any Account assets, except as otherwise described herein.

3. ***Reporting.*** The Plan Manager will keep records of all transactions in the Account and provide confirmations and quarterly statements to each Account Owner. The Account Owner's fi ancial advisor will receive confirmations and, upon request of the financial advisor, quarterly statements and tax forms. The Board will cause, or require the Plan Manager to cause, reports to be sent to Account Owners, the Account Owner's financia advisor, the Internal Revenue Service, and such other regulatory authorities as required by law. The Account Owner agrees to be bound thereby, and to release the Board and the Plan Manager from any and all liability for matters covered by such, unless the Account Owner promptly notifies the Plan Manager in writing within 60 days of any errors on any account confirmation, quarterly statement, or tax form.

4. ***Local Taxes.*** The state or locality in which the Account Owner or Beneficiary resides may impose a tax on the earnings accumulated on Account assets, without deferring such tax until the time that a withdrawal is made from an Account. The Account Owner or Benefi iary is responsible for paying any such taxes imposed.

ARTICLE V—COMPLAINT AND DISPUTE RESOLUTION

The Account Owner, including for the purposes of this article the Beneficiar , agrees to first contact the Plan Manager to attempt to resolve any dispute arising from or related to this Agreement in a spirit of cooperation. Failing to reach an accord informally, the Account Owner agrees to follow the complaint resolution procedures herein and any rule or additional procedures adopted hereunder by the Board.

1. ***Sovereign Immunity.*** Under chapter 107 of the Texas Civil Practice and Remedies Code, consent from the Texas Legislature is required before any suit or proceeding may be filed against the Board, the Comptroller, and/or the State. Neither the execution of this Agreement by the Board nor any other conduct of any representative of the Board relating to this Agreement shall be considered a waiver of sovereign immunity to suit or any other applicable immunity.

2. ***Plan Claims.*** The Account Owner agrees and acknowledges that some controversies may involve claims that are owned by the Board and/or the Plan and may only be brought by the Board. This provision is not intended to cover such claims.

3. ***Mediation.*** The parties hereby establish the following out-of-court alternative dispute resolution procedure to be followed in the event of certain controversies or disputes involving this Agreement that may arise between the Account Owner and the Plan Manager and/or its parent and any of its affi iate parties, offi ers, directors, employees, agents, or representatives (collectively, the "Plan Parties").

4. In the case of any dispute arising from or related to this Agreement and/or the Plan Description, or any transactions or other administrative matters thereunder, the Account Owner and the Plan Parties agree to submit to non-binding mediation. The parties shall collectively agree to a location within the State, date, duration, and process for any such mediation and be bound by the terms and conditions as set forth in any resulting settlement agreement. The parties shall share the cost of the dispute resolution process equally provided that the cost of any attorney, witness, or specialist shall be borne by the party authorizing such costs.

5. ***Litigation.*** Further adjudication of any controversy between the Account Owner and the Plan Parties shall be resolved in a court of law consistent with the provisions of this Agreement.

ARTICLE VI—FEES AND EXPENSES

The Account Owner may be charged fees in amounts to be determined by the Board for the following:

1. The Board may impose fees to provide for the cost of management and administration of the Plan. These fees are described in the Plan Description and may be changed by the Board without notice.

2. The Board may impose other fees related to transactions, including fees for returned payments, wires, overnight deliveries, or other requests.

3. Additional fees and/or expenses may be charged to Accounts or Account Owners in the future.

ARTICLE VII—INDEMNIFICATION

The establishment of any Account in the Plan is based upon acknowledgments, statements, agreements, representations, warranties, and covenants set forth in this Agreement. The Account Owner agrees to indemnify and hold harmless the State, the Board, the Plan, and the Plan Manager, and any of their respective affi iate parties, offi ers, directors, employees, agents, or representatives for any liability or expense (including attorney fees) that may be incurred based on any misstatement or misrepresentation made to the Account Owner or Benefi iary, or any breach by the Account Owner or Beneficiary of the acknowledgments, statements, agreements, representations, warranties, or covenants contained in this Agreement, excepting a liability or expense of the Board or the Plan Manager arising from a failure to perform duties as specified hereunde .

ARTICLE VIII—DISCLAIMERS

1. ***Financial, Tax, and Legal Advice.*** The Account Owner understands and acknowledges: (a) that any tax and legal information in the Plan Description is a summary of the Board's understanding and interpretation of certain applicable tax rules and guidance and is not exhaustive; (b) that the Account Owner and other contributors must consult his or her financ al consultant, tax advisor, or legal counsel for any financial, tax, and legal advice related to the Account Owner's particular situation; and (c) that the Board, the Plan, and the Plan Manager, and any of their respective affiliate parties, officers, directors, employees, agents, or representatives may not and do not give and have not given financial, tax, or legal advice to the Account Owner, whether in the Plan Description or otherwise.

2. ***Accuracy of Information.*** The Account Owner understands and acknowledges: (a) that the Board, the Plan, and Plan Manager have used reasonable efforts to ensure that the information in this Agreement, the Plan Description, marketing materials, and on the Plan website has been obtained from reliable sources and is accurate; and (b) that the Board, the Plan, and the Plan Manager, and any of their respective affi iate parties, offi ers, directors, employees, agents, or representatives shall not have any liability to the Account Owner, Beneficiar , or any other person as a result of any inaccurate or incomplete information.

3. ***Limited Liability.*** The Account Owner understands and acknowledges: (a) that any claim by the Account Owner or a Beneficiary against the Board, the Plan, or the Plan Manager, and any of their respective affiliate parties, officers, directors, employees, agents, or representatives must be made solely against the assets of the Plan; (b) that the obligations of the Plan are limited obligations payable only from monies received from Account Owners, other contributors, and any net earnings or losses of the Plan; and (c) no recourse shall be had by the Account Owner, Successor Account Owner, or Benefi iary against the Board, the Plan, the Plan Manager, and any of their respective affiliate parties, officers, directors, employees, agents, or representatives, or against the State in connection with any obligation arising out of this Agreement.

4. ***Extraordinary Events.*** The Account Owner understands and acknowledges that the Board, the Plan, or the Plan Manager, and any of their respective affiliate parties, officers, directors, employees, agents, or representatives are not liable for any loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, terrorism, strikes, changes in federal or state law (including tax law), pandemic, or other conditions beyond their reasonable control.

ARTICLE IX—MISCELLANEOUS PROVISIONS

1. ***Duties of the Board.*** Neither the Board nor the Comptroller, or their respective affiliat parties, officers, directors, employees, agents, or representatives, has any duty to perform any action other than those specified in this Agreement. The Board may accept and rely conclusively on any instructions or other communication reasonably believed to have been provided by the Account Owner or other authorized person, and may assume that the authority of any other authorized person continues in effect until the Board receives written notice to the contrary. The Board has no duty to determine or advise Account Owners of the financial, tax, legal, or other consequences of any action or inaction of the Account Owner, or of any actions or failure to act by the Board or Plan Manager based upon such action or inaction.

2. ***Duties of the Plan Manager.*** The Plan Manager and any affiliate parties, officers, directors, employees, agents, or representatives have no duty to perform any action other than those specified in this Agreement or any agreement between the Board and the Plan Manager. The Plan Manager may accept and rely conclusively on any instructions or other communication reasonably believed to have been provided by the Account Owner or other authorized person, and may assume that the authority of any other authorized person continues in effect until the Plan Manager receives written notice to the contrary. The Plan Manager has no duty to determine or advise Account Owners of the investment, tax, or other consequences of any action or inaction of the Account Owner, or of any actions or failure to act by the Board or Plan Manager based upon such action or inaction.

3. ***Notices.*** All notices or other communication shall be sent to the permanent address of the Account Owner as specified in the Application or as updated by the Account Owner on the Plan website. The Account Owner is solely responsible for maintaining accurate, up-to-date address information for the Account. All notices or other communication shall be deemed personally received upon such sending, whether or not actually received. All changes, options, and elections requested by the Account Owner under this Agreement must be in writing, signed by the Account Owner, and received by the Plan Manager in Good Order and in a format approved by the Board and Plan Manager, together with, at the option of the Board, a verification under oath that the information provided is true, accurate, and complete. The Board is not responsible for the accuracy or completeness of such documentation. Unless otherwise provided by the Board, any changes, options, and elections relating to the Benefi iary will take effect as of the date such request is processed by the Board or its designee.

4. ***Effective Date.*** The Account Owner understands and acknowledges that this Agreement shall become effective upon the Plan Manager's receipt of the completed Application in Good Order, together with any applicable payment, subject to the right of the Board and/or the Plan Manager to reject such Application where the Application has not been completed in accordance with guidelines under the Plan.

5. ***Amendment or Termination.*** The Account Owner understands and acknowledges that, except as provided otherwise herein, the Board may amend or suspend the Plan. The Board shall use reasonable efforts to notify the Account Owner of any material amendment or suspension, and the Account Owner agrees to be bound thereby unless the Account Owner notifi s the Board in writing of his or her intent to terminate this Agreement within 30 days of any written notific tion. The Account Owner further understands and acknowledges that the Board, the Comptroller, or the State may terminate the Plan and that nothing contained in this Agreement shall constitute a representation or agreement by the Board, the Comptroller, or the State to maintain the Plan for any specifie period. Where the Plan is terminated, the balance of each Account shall be paid to the Account Owner. Any such distribution may be subject to federal income taxes and a 10% additional tax on earnings unless used for Qualified Higher Education Expenses, a qualifi d transfer is made to another 529 plan sponsored and maintained by the State, or a rollover contribution is made to an account in another qualified tuition program in accordance with IRC §529. Plan participants from states other than Texas may also have state income tax consequences. Where any assets cannot reasonably be paid to the Account Owner or are otherwise unclaimed, such assets shall be delivered to the Comptroller in accordance with the laws regarding unclaimed property.

6. ***Headings.*** The heading of each section, paragraph, and provision in this Agreement is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such section, paragraph, and provision.

7. ***Successors and Assigns.*** This Agreement shall be binding upon the parties and their respective heirs, successors (including Successor Account Owners), and permitted assigns. All representations, warranties, acknowledgments, and covenants under this Agreement shall inure to the benefit of the Plan Manager, which shall be a third-party beneficiary of those representations, warranties, acknowledgments, and covenants. With the exception of those rights expressly conferred herein, nothing in this Agreement shall be construed to give to any person, other than the Account Owner, the Board, and the Plan Manager, any legal or equitable right, remedy, or claim with respect to this Agreement or any representations, warranties, acknowledgments, and covenants hereunder.

8. ***Conflict of Terms.*** In the event of a conflict or inconsistency between the terms and conditions of this Agreement and applicable laws and regulations, the applicable laws and regulations shall prevail.

9. ***Waiver.*** Failure to enforce or any delay in enforcement of any privileges, rights, defenses, remedies, or immunities available to the Board under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered a basis for estoppel.

10. ***Severability.*** In the event that any clause or portion of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, that clause or portion will be severed from the Agreement and the remainder will continue in full force and effect as if such clause or portion had never been included.

11. ***Governing Law.*** This Agreement will be construed in accordance with the laws of the State. Venue for any action arising from or relating to the Plan or an Account hereunder shall be in the State district courts of Travis County, Texas.