SUPPLEMENT DATED JANUARY 2017 TO THE VERMONT HIGHER EDUCATION INVESTMENT PLAN DISCLOSURE BOOKLET AND PARTICIPATION AGREEMENT DATED SEPTEMBER 2015

This supplement describes important changes to the Vermont Higher Education Investment Plan Disclosure Booklet and Participation Agreement (the "Disclosure Booklet"):

The following replaces the entire description of the Annual Print/Mail Fee that appears on page 18:

1. **Annual Print/Mail Fee for paper delivery**. Beginning in April, 2017, the Plan Manager will begin charging a $10 annual Print/Mail fee to Account Owners who have not elected to receive official Plan documents via electronic delivery. This fee will be deducted as $0.83 per Account on or about the 20th day of each month and will be waived if the Account's available balance is less than $25 at the time of assessment. This fee will not be charged for tax documents delivered via U.S. Mail. Account Owners can avoid the fee by signing up for electronic delivery of official Plan documents. Signing up for electronic delivery is as easy as going to the Plan website at www.vheip.org logging into your Account and selecting electronic delivery in the Profile section. New applicants who enroll via a paper Account Enrollment Form will be given a 30 day grace period from the date their account is created to establish their delivery preferences online prior to incurring this fee.

   In the event that an Account Owner has elected electronic delivery for official Plan documents and fails to provide a valid email address, the Plan Manager will send paper documents to the Account Owner and charge the $10 annual Print/Mail fee as applicable.

2. **Investment Performance period ended December 31, 2016**. The performance data displayed on the following page represents past performance and is net of total annual asset-based fees. The performance does not reflect the deduction of the Annual Print/Mail Fee. Past performance is not a guarantee of future results.

   Total returns and the principal value of investments in your Account will fluctuate based on the investment performance of the underlying Mutual Funds in which the Investment Options have been invested, so your investment may be worth more or less than its original value when you withdraw your money. Performance may be substantially affected over time by changes in the allocations and in the underlying Mutual Funds.

   Current performance may be lower or higher than the performance data cited. For current performance data, visit our website at vheip.org/investment-options-performance.

Portfolio Name	1 Year[1]	Since Inception[1]	Inception Date	Expense
VHEIP Age Band 1 (0-3 Years)	6.63%	7.12%	9/14/2015	0.39%
VHEIP Age Band 2 (4-7 Years)	6.56%	6.82%	9/14/2015	0.39%
VHEIP Age Band 3 (8-11 Years)	6.00%	5.90%	9/14/2015	0.39%
VHEIP Age Band 4 (12-14 Years)	5.24%	4.91%	9/14/2015	0.39%
VHEIP Age Band 5 (15-17 Years)	3.67%	3.54%	9/14/2015	0.39%
VHEIP Age Band 6 (18+)	2.79%	2.31%	9/14/2015	0.39%
VHEIP Diversified Equity	7.15%	8.33%	9/14/2015	0.39%
VHEIP Equity Index	7.55%	8.48%	9/14/2015	0.39%
VHEIP Balanced	5.88%	6.21%	9/14/2015	0.39%
VHEIP Fixed Income	4.14%	2.47%	9/14/2015	0.39%
VHEIP Treasury Obligations[2]	0.10%	0.00%	9/14/2015	0.06%

[1] Returns greater than 1 year are annualized. Performance is provided based on rolling periods.

[2] The Performance and the Expense columns for the Treasury Obligations Portfolio reflect the decision to waive the Plan Manager Fee (0.28%) and the VSAC Fee (0.05%) effective March 1, 2016. The Plan Manager and VSAC may eliminate this fee waiver at any time.

3. **Principal Plus Interest Option**. Additionally, as disclosed in the October 2016 Supplement, VHEIP anticipates reopening the Principal Plus Interest Option to new investments in 2017. In anticipation of the reopening, the transfer of assets from the Principal Plus Interest Option to the Treasury Obligations Portfolio originally scheduled to take place in September 2016 did not occur, and the transfers of assets previously scheduled to occur in September of 2017, 2018, and 2019 have been cancelled. Account Owners will be provided with more information before the Principal Plus Interest Option reopens.

Capitalized terms used in this Supplement but not defined above have the meanings ascribed to them in the Disclosure Booklet.

Please file this Supplement to the Vermont Higher Education Investment Plan Disclosure Booklet and Participation Agreement with your records.

SUPPLEMENT DATED OCTOBER 2016 TO UPDATE THE VERMONT HIGHER EDUCATION INVESTMENT PLAN DISCLOSURE BOOKLET AND PARTICIPATION AGREEMENT DATED SEPTEMBER 2015

This supplement describes important changes to the Vermont Higher Education Investment Plan Disclosure Booklet and Participation Agreement (the "Disclosure Booklet"):

1. **Computers Now Included as Qualified Higher Education Expenses.** As a result of changes in Section 529 of the Internal Revenue Code, the law has been amended to revise the definition of "qualified higher education expenses" to include: expenses for the purchase of computer or peripheral equipment, computer software, and Internet access and related services, if such equipment, software, or services are to be used primarily by the beneficiary during any of the years the beneficiary is enrolled at an Eligible Educational Institution. This revision to the definition of "qualified higher education expenses" is effective for taxable years beginning after December 31, 2014. All references in the Disclosure Booklet to "Qualified Higher Education Expenses" shall now include this revised definition. Please consult with your tax advisor for more information on the application of these changes to your personal taxes.

2. **Refunds from schools can be recontributed.** As a result of changes in Section 529 of the Internal Revenue Code, the law has been amended to allow the amount of any refund of any Qualified Higher Education Expenses from an Eligible Educational Institution, (if, for example, your beneficiary withdrew from school and a portion of the tuition paid with 529 funds was refunded), to be recontributed to the Account within 60 days of the refund being made without being subject to taxes and the additional 10% federal tax. This revision is effective for taxable years beginning after December 31, 2014. Please consult with your tax advisor for more information on the application of these changes to your personal taxes.

3. **Current Fee Waiver. As of March 1, 2016, the Plan Manager Fee and the VSAC Fee for the Treasury Obligations Portfolio are temporarily waived until further notice.** The Plan Manager and VSAC may eliminate this fee waiver at any time. The Annual Asset-Based Fee table on page 17 is supplemented to add this temporary fee waiver for the Treasury Obligations Portfolio only. The Investment Cost Example on page 18 does not reflect this temporary fee waiver for the Treasury Obligations Portfolio.

4. **30 Day Hold Period for Certain Account Changes Reduced to 15 Days.** If you make a change to your mailing address, transfer the Account to a new Account Owner, direct a withdrawal to be made to a new bank or other financial account you will have to wait fifteen (15) days before any withdrawals are sent to you. This hold period used to be thirty (30) days. Each reference to thirty (30) days is eliminated and replaced with fifteen days on page 6 under "Withdrawals", on page 24 under "Risks Related to Illiquidity", and on page 25 under "Withdrawals."

5. **Principal Plus Interest Option. VHEIP anticipates reopening the Principal Plus Interest Option to new investments in 2017.** In anticipation of the reopening, the transfer of assets from the Principal Plus Interest Option to the Treasury Obligations Portfolio originally scheduled to take place in September 2016 did not occur, and the transfers of assets previously scheduled to occur in September of 2017, 2018, and 2019 have been cancelled. All references to such transfers in the Plan Disclosure Booklet are hereby deleted. No action is required on your part. Account Owners will be provided with more information before the Principal Plus Interest Option reopens.

Capitalized terms used in this Supplement but not defined above have the meanings ascribed to them in the Disclosure Booklet.

vheip Vermont's 529 college savings plan

Vermont Higher Education Investment Plan

PLAN DISCLOSURE BOOKLET AND PARTICIPATION AGREEMENT

SEPTEMBER 2015

Sponsored and Administered by:

THE VERMONT STUDENT ASSISTANCE CORPORATION

Plan Manager:

INTUITION COLLEGE SAVINGS SOLUTIONS, LLC.

VSAC

Accounts in the Vermont Higher Education Investment Plan are not insured by the Federal Deposit Insurance Corporation (FDIC). Accounts in the Vermont Higher Education Investment Plan ("VHEIP") are not guaranteed or insured by the State of Vermont, VSAC, Intuition College Savings Solutions, LLC or their authorized agents or affiliates, or any other federal or state entity or person.

Please read and retain this Disclosure Booklet as an important document with your other records about the Vermont Higher Education Investment Plan (the "Plan"). This Disclosure Booklet is also available on the Plan's website at www.vheip.org. You should read and understand this Disclosure Booklet before you make contributions to the Plan.

No security issued by the Vermont Higher Education Investment Plan has been registered with or approved by the United States Securities and Exchange Commission or any state securities commission.

No broker, dealer, salesperson or any other person has been authorized by the Vermont Student Assistance Corporation (**"VSAC"**), the State of Vermont (the **"State"**), Intuition College Savings Solutions, LLC (**"Intuition"** or the **"Plan Manager"**), CLS Investments, LLC (**"CLS"** or the **"Investment Manager"**), Gemini Fund Services, LLC, (**"Gemini"** or the **"NAV Calculation Agent"**), Constellation Trust Company (**"Constellation"** or the **"Custodian"**, **"CLS"**, **"Gemini"**, and **"Constellation"** sometimes collectively referred to as the **"Subcontractors"**) to give any information or to make any representations other than those contained in this document and, if given or made, such other information or representations must not be relied upon as having been authorized by VSAC, the State, the Plan Manager or the Subcontractors.

The information in this Disclosure Booklet is subject to change without notice, and neither delivery of this Disclosure Booklet nor any sale made hereunder shall, under any circumstances, create any implication that there have been no changes since the date of this Disclosure Booklet.

This Disclosure Booklet does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of a security in the Plan by any person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

Qualified tuition plans developed under Section 529 of the Internal Revenue Code of 1986, as amended (the **"IRC"**), are intended to be used only to save for qualified higher education expenses. These plans are not intended to be used, nor should they be used, by any taxpayer for the purpose of evading federal or state taxes or tax penalties. The tax information contained in this Disclosure Booklet was written to support the promotion and marketing of the Plan and was neither written nor intended to be used, and cannot be used, by any taxpayer for the purpose of avoiding federal or state taxes or tax penalties. Taxpayers should seek tax advice from an independent tax advisor based on their own particular circumstances.

THE VERMONT HIGHER EDUCATION INVESTMENT PLAN AND ITS AUTHORIZED AGENTS OR AFFILIATES MAKE NO REPRESENTATIONS REGARDING THE SUITABILITY OF THE INVESTMENT PORTFOLIOS DESCRIBED IN THIS DISCLOSURE BOOKLET FOR ANY PARTICULAR INVESTOR. OTHER TYPES OF INVESTMENTS AND OTHER TYPES OF COLLEGE SAVINGS VEHICLES MAY BE MORE APPROPRIATE DEPENDING ON YOUR PERSONAL CIRCUMSTANCES. YOU SHOULD CONSULT YOUR TAX OR INVESTMENT ADVISOR FOR MORE INFORMATION. THE INFORMATION IN THIS DISCLOSURE BOOKLET IS SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER DELIVERY OF THIS DISCLOSURE BOOKLET NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE VERMONT HIGHER EDUCATION INVESTMENT PLAN SINCE THE DATE OF THIS DOCUMENT.

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INTRODUCTION TO THE PLAN

The State created the Plan to encourage people to invest for college or other post-high school programs. VSAC implements and administers the Plan under the oversight of its Board of Directors (the **"Board"**). Currently, federal and Vermont tax benefits enhance the value of investing in the Plan. The Plan is designed to meet the requirements of a qualified tuition plan under IRC Section 529 (**"Section 529"**).

The Plan is authorized by Subchapter 7 of Chapter 87, Title 16 of the Vermont Statutes Annotated (as the same may be amended from time to time, the **"Statute"**). VSAC has the authority to appoint a Plan manager, adopt rules and regulations to implement and administer the Plan, and establish investment policies for the Plan. For additional information, see "Oversight of the Plan." The Board initially implemented the Plan by adopting a resolution on June 18, 1999, as amended by resolutions adopted by the Board on August 22, 2001 and August 18, 2009 (collectively, the **"Resolution"**).

Depending on the laws of your home state or that of your designated Beneficiary, favorable state tax treatment or other non-tax benefits offered by your home state for investing in 529 college savings plans may be available only if you invest in your home state's 529 college savings plan. Any state-based benefit(s) offered with respect to a particular 529 college savings plan should be one of many appropriately weighted factors to be considered in making an investment decision.

Intuition manages the Plan under the direction of VSAC. Intuition and VSAC have entered into a contract (the **"Management Agreement"**) under which Intuition, its affiliates, and subcontractors provide services to the Plan. For additional information, see **"The Plan Manager."**

Please note that once you open your Account, you may access and update information about your account in the following ways:

1. Enroll online at www.vheip.org to access and manage information about your Account. Using the Plan's secure website, you can change your mailing address, bank information, and your e-mail address, view Account statements, make contributions and withdrawals, and manage your investment options.
2. Visit the Plan's website at www.vheip.org to download and print appropriate forms (**"Account Forms"**) to update your Account information via the U.S. mail.
3. To request Account Forms or additional information, you can also call the Plan toll-free at 1-800-637-5860; or
4. write to the Vermont Higher Education Investment Plan, managed by Intuition College Savings Solutions, at PO Box 44002 Jacksonville, FL 32231.

KEY FEATURES OF THE PLAN

This section provides summary information about certain key features of the Plan, but it is important that you read the entire Disclosure Booklet and Participation Agreement for more detailed information about the Plan. Capitalized terms used in this section are defined in "Important Defined Terms" or elsewhere in the Disclosure Booklet.

Feature	Description	Additional Information
State Sponsor and Administrator	The Vermont Student Assistance Corporation	*Oversight of the Plan*, page 27
Plan Manager	Intuition College Savings Solutions, LLC	*The Plan Manager and the Subcontractors*, page 27
Investment Manager	CLS Investments, LLC	*The Plan Manager and the Subcontractors*, page 27
The NAV Calculation Agent	Gemini Fund Services, LLC	*The Plan Manager and the Subcontractors*, page 27
The Custodian	Constellation Trust Company	*The Plan Manager and the Subcontractors*, page 27
Eligible Account Owner	Any U.S. citizen or resident alien with a Social Security Number or federal Taxpayer Identification Number. Accounts may also be opened by the following, although additional restrictions may apply: • Custodians for minors under the Uniform Gifts to Minors Act or the Uniform Transfers to Minors Act (collectively, "UGMA/UTMA") with a Social Security Number or Taxpayer Identification Number. • Corporations, trusts and certain other types of entities with a Taxpayer Identification Number. • State or local governments (or agencies or instrumentalities thereof) and certain non-profit organizations with a Taxpayer Identification Number.	*Getting Started*, page 11
Eligible Beneficiary	Any U.S. citizen or resident alien with a Social Security Number or Taxpayer Identification Number, including the Account Owner. (No Beneficiary is required to be designated for Accounts established by government agencies or non-profit organizations to fund scholarships.)	*Getting Started*, page 11
Minimum Contribution	The minimum initial and subsequent contribution is $25 per Account ($15 per pay period if made via payroll deduction).	*Contributing to Your Account*, page 14

Feature	Description	Additional Information
Current Maximum Account Balance Limit	Maximum Account Balance Limit of $352,800 per Beneficiary — no new contributions may be made to any Account if, at the time of a proposed contribution, the aggregate account balance of the Account and all other Accounts in the Plan for the same Beneficiary has a market value equal to or in excess of this limit. Accounts that have reached the Maximum Account Balance Limit may continue to accrue earnings.	*Contributing to Your Account*, page 14
Withdrawals	• Qualified Withdrawals must be used to pay for Qualified Higher Education Expenses such as tuition, certain room and board expenses, fees, and the costs of books, supplies and equipment required for the enrollment or attendance of the Beneficiary at an Eligible Educational Institution. • Non-Qualified Withdrawals are withdrawals used for any other expenses. Non-Qualified Withdrawals will be subject to income tax on earnings, and an additional 10% federal tax unless an exception applies. • A tax-free Rollover to another qualified tuition program for the same Beneficiary or a tax-free Rollover to another Account or another qualified tuition program for a person who is a Member of the Family of the Beneficiary may occur under certain circumstances. For your protection, withdrawals made after certain changes to your Account may be held for thirty (30) days (e.g., change in mailing address).	*Withdrawals*, page 25; *Tax Information*, page 28

Feature	Description	Additional Information
Investment Portfolios	• One Age-Based Portfolio: Contributions invested in the Managed Allocation Portfolio are invested in shares of certain underlying mutual funds in a manner that varies according to the Beneficiary's Age Band (0-3, 4-7, 8-11, 12-14, 15-17, 18+). • Five static Portfolios: Contributions invested in the Diversified Equity Portfolio, Equity Index Portfolio, Balanced Portfolio, Fixed Income Portfolio, and the Treasury Obligations Portfolio are invested in shares of certain underlying mutual funds. • The Principal Plus Interest Option is no longer an Investment Portfolio under the Plan since it is closed to new investments and balances in the Principal Plus Interest Option shall be transferred over time to the VHEIP Treasury Obligations Portfolio. See Principal Plus Interest Option below.	*Investment Portfolios*, page 19
Transfers between Investment Portfolios	• The Account Owner generally may move funds from one Investment Portfolio to another twice per calendar year or at any time upon a change in Beneficiary to a Member of the Family of the Beneficiary.	*Transferring Funds*, page 15
Vermont Income Tax Benefits	• Earnings grow tax-deferred from state income tax. • Qualified Withdrawals and Rollovers are not subject to Vermont income tax. • A Vermont income tax credit is available for 10% of the first $2,500 ($5,000 if filing jointly) contributed to an Account annually, for contributions on and after January 1, 2007. A repayment of this credit is required if a Non-Qualified Withdrawal is made. • State tax benefits are available only to Vermont income tax payers. If you or your Beneficiary reside in, or have taxable income in, a state other than Vermont, see page 31.	*Tax Information*, page 28; *Withdrawals*, page 25; *Vermont Tax Information*, page 31
Federal Tax Benefits	• Contributions are not deductible for federal income tax purposes. • Earnings grow tax-deferred from federal income tax. • No federal income tax on Qualified Withdrawals. • For federal gift and estate tax purposes, contributions are generally considered completed gifts to the Beneficiary. • Contributions up to the annual exclusion amount per beneficiary (currently $14,000) are not subject to the gift tax.	*Tax Information*, page 28

Feature	Description	Additional Information
Current Fees and Expenses	The total annual asset-based fee for all the Investment Portfolios is 0.39%. This fee will be reduced when total assets in the Plan reach certain breakpoint levels. The total annual asset-based fees applicable to Investment Portfolios described under Fees and Expenses on page 17 do not apply to the Principal Plus Interest Option, which is closed to new investments.	*Fees and Expenses*, page 17
Performance	Current performance information will be available on the Plan's website at www.vheip.org after the Portfolios have six months of performance information and then quarterly thereafter. Past performance is not necessarily indicative of future results. Your investment results may be better or worse than the performance shown. The performance of the underlying Mutual Funds in each Portfolio may be obtained by visiting the specific Fund family's website.	*Performance*, page 23
Risks of Investing in the Plan	• Neither the Federal Deposit Insurance Corporation nor any other government agency or entity provides any insurance or guarantee to Account Owners. • The value of your Account may decrease. You could lose money, including the principal you invest. • Federal or state tax law changes could negatively affect participation in the Plan.	*Risks of Investing in the Plan*, page 24 *Introduction to the Plan*, page 4
Certain Additional Risks of Investing in the Plan	• Certain changes could be made to the Plan which could make it less favorable to investors, including an increase in existing fees and expenses and/or the addition of new fees and expenses. • VSAC may change the plan manager, change underlying investment vehicles or modify them. • Assets in an Account may adversely affect the Account Owner or Beneficiary's eligibility for financial aid or other benefits. • Investment returns, if any, may be less than the rate of increase in the costs of higher education.	*Risks of Investing in the Plan*, page 24 *Introduction to the Plan*, page 4
Electronic Delivery	You have the option of receiving all your documents relating to the Plan electronically. Signing up for electronic delivery is as easy as going to the Plan website at www.vheip.org logging in and signing up. Not only does electronic delivery help our environment, but beginning July1, 2016 Account Owners will avoid a $10 annual fee for printing and mailing hard copy documents. See Fees and Expenses for more information.	*Fees and Expenses*, page 17

IMPORTANT DEFINED TERMS

The Disclosure Booklet and Participation Agreement are intended to be as clear and understandable as possible. However, certain words and terms used throughout the Disclosure Booklet do carry special meanings in connection with the Plan. This Glossary of certain terms is included here for your convenient reference. Refer to the text throughout the Disclosure Booklet for a more complete discussion of these terms.

Term	Definition
Account	An account in the Plan opened by an Account Owner to receive contributions and to provide funds for the Qualified Higher Education Expenses of the Beneficiary.
Account Owner/You	The owner of an Account in the Plan.
Additional 10% Tax	A 10% additional federal tax imposed on the earnings portion of certain Non-Qualified Withdrawals.
Beneficiary	The person designated by the Account Owner as the intended beneficiary of amounts contributed to an Account in the Plan and earnings thereon, if any.
Board	The Board of Directors of the Vermont Student Assistance Corporation.
Eligible Educational Institutions	Accredited, postsecondary educational institutions offering credit toward a bachelor's degree, an associate's degree, a graduate level or professional degree or another recognized postsecondary credential, including certain proprietary institutions and postsecondary technical and vocational schools and certain institutions in foreign countries, which are eligible to participate in a financial aid program under Title IV of the Higher Education Act of 1965.
Investment Portfolios or Portfolios	The investment portfolios in the Plan to which you may allocate contributions to your Account.
Good Order	Good Order means any required funds and any required paperwork are received and are in adherence with the terms of this Disclosure Booklet before the close of regular trading (usually 4:00 p.m. Eastern time) on the New York Stock Exchange ("NYSE") and are accepted by the Plan.
IRC	The Internal Revenue Code of 1986, as amended.
Management Agreement	The Agreement pursuant to which VSAC has engaged Intuition College Savings Solutions, LLC to serve as the Plan Manager.
Maximum Account Balance Limit	The aggregate balance of your Account and all other Accounts for the same Beneficiary, beyond which you are prohibited from making additional contributions (currently $352,800).
Member of the Family	A person related to the Beneficiary as follows: (1) a child or a descendant of a child; (2) a brother, sister, stepbrother or stepsister; (3) the father or mother, or an ancestor of either; (4) a stepfather or stepmother; (5) a son or daughter of a brother or sister; (6) a brother or sister of the father or mother; (7) a son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law or sister-in-law; (8) the spouse of any of the foregoing individuals or the spouse of the Beneficiary; or (9) a first cousin of the Beneficiary. For this purpose, a child includes a legally adopted child and a stepson or stepdaughter, and a brother or sister includes a half-brother or half-sister.

Term	Definition
Military Academy	The United States Military Academy, the United States Naval Academy, the United States Air Force Academy, the United States Coast Guard Academy or the United States Merchant Marine Academy.
Mutual Funds/Funds	The mutual funds serving as underlying investments for each of the Investment Portfolios.
Non-Qualified Withdrawal	Any withdrawal from your Account not used to pay the Qualified Higher Education Expenses of the Beneficiary.
Participation Agreement	An agreement by and between an Account Owner and VSAC that describes each parties' rights and obligations as an Account Owner is your Participation Agreement.
Plan	The Vermont Higher Education Investment Plan.
Plan Manager	Intuition College Savings Solutions, LLC.
Qualified Higher Education Expenses	Tuition, certain room and board expenses, fees, books, supplies, and equipment required for the enrollment or attendance of a Beneficiary at an Eligible Educational Institution.
Qualified Withdrawal	Any withdrawal from your Account that is used to pay the Qualified Higher Education Expenses of the Beneficiary.
State	The State of Vermont.
Statute	Subchapter 7 of Chapter 87, Title 16 of the Vermont Statutes Annotated (as the same may be amended from time to time).
Unit	A unit of measure used in calculating the value of the assets in your Account.
VSAC	The Vermont Student Assistance Corporation.

GETTING STARTED

This section discusses how to open your Account with the Plan.

OPENING YOUR ACCOUNT

To open an Account, you must first complete and sign an application (the **"Application"**). The Application incorporates the terms of this Disclosure Booklet and the Participation Agreement by reference. By incorporating the Disclosure Booklet and the Participation Agreement by reference each is made a part of the Application and governs the terms of your Account. The Application requires you to: designate an owner of the Account, select a Beneficiary, and select one or more Investment Portfolios. If you are an individual Account Owner, you will also be given the opportunity to select a contingent Account Owner.

You may obtain an Application by accessing the Plan's website or by contacting the Plan. You may complete and submit the Application online on the Plan's website, or you may mail your completed Application to the following address: Vermont Higher Education Investment Plan, PO Box 44002 Jacksonville, FL 32231.

The Participation Agreement is in Appendix II to this Disclosure Booklet. VSAC's rights and your rights as the Account Owner and the rights of your Beneficiary are established under provisions of the Statute, any regulations adopted by the Board, this Disclosure Booklet, and in your Participation Agreement. However, any amendments to the Statute, to federal and/or Vermont law, or any amendments to the operating procedures and policies of the Plan will amend the Participation Agreement when such amendments become effective.

When you open an Account, you will be asked for your name, address, date of birth, Social Security Number and other information that will allow the Plan to identify you, such as your home telephone number. Until you provide the information needed, the Plan will not be able to open your Account or effect any transactions for you. Accounts opened by entities, organizations, trustees, and custodians are subject to additional restrictions.

ACCOUNT OWNERSHIP

Those eligible to open Accounts and to act as Account Owners in the Plan include:

- Any U.S. citizen or resident alien with a valid Social Security Number or Taxpayer Identification Number (**"TIN"**). This may include parents, grandparents, or friends of the Beneficiary, including the Beneficiary;
- A corporation, trust, or certain other type of entity with a TIN;
- A state or local government (or agency or instrumentality thereof);
- An organization described in Section 501(c)(3) of the IRC with a TIN;
- A trustee with a valid Social Security Number or TIN; and
- A custodian for minors under UGMA/UTMA with a valid Social Security Number or TIN.

UGMA/UTMA

UGMA/UTMA custodians are subject to certain restrictions and limitations on their ability to make changes to their Accounts. A custodian for a minor under a state UGMA or UTMA statute may liquidate the assets held in the UGMA or UTMA account to open an Account in the Plan, subject to the laws of the state under which the UGMA or UTMA account was established. If the custodian of an UGMA or UTMA account establishes an Account, the minor for whose benefit the assets are held must be designated as the Account Owner and Beneficiary of the Account, and the custodian will not be permitted to change the Beneficiary of the Account or transfer assets to another Beneficiary. Under the terms of the Participation Agreement, each time a custodian makes a withdrawal the custodian is certifying that the distribution from the UGMA or UTMA account will be used for the benefit of the Beneficiary of the Account.

When the Beneficiary reaches the age of majority under the applicable state UGMA or UTMA statute and the custodianship terminates, the Beneficiary will become the sole Account Owner with complete control over the Account. The custodian is required to notify the Plan Manager when the minor attains the age of majority under the applicable state UGMA or UTMA statute. All contributions once made to an UGMA or UTMA account, regardless of their source, become subject to the limitations described above at the time of their contribution into an UGMA or UTMA account.

The conversion of non-cash UGMA or UTMA assets to cash for contribution to an Account may be a taxable transaction. Before liquidating assets in an UGMA or UTMA account in order to contribute them to an Account, you should review the potential tax and legal consequences with your tax and legal advisors. Moreover, VSAC, the Plan Manager, and the Plan will not assume responsibility to ensure or incur any liability for failing to ensure that a custodian applies assets held under an UGMA or UTMA custodianship for proper purposes.

You have certain rights as an Account Owner. Your rights include the right to:

- select and change a Beneficiary;
- select and change the Investment Portfolios in which contributions are invested;
- name a Contingent Account Owner (for an individual Account only);
- change the Account Owner; and
- request withdrawals.

NAMING YOUR BENEFICIARY

To complete the Application, you generally must name a Beneficiary. Anyone with a valid Social Security Number or TIN who is a U.S. citizen or resident alien can be named a Beneficiary. Each Account may have only one designated Beneficiary and you may have only one Account for each Beneficiary. If you wish to make contributions for more than one Beneficiary, you must complete a separate Application and open a separate Account for each Beneficiary.

A Beneficiary need not be designated for a scholarship Account opened by a state or local government (or agency or instrumentality thereof) or an organization described in Section 501(c)(3) of the IRC, but each person who receives an interest in the Account as a scholarship will be treated as a Beneficiary for that portion of the Account awarded to him or her.

After you have completed your Application, you may change your Beneficiary by completing the applicable Account Form. A beneficiary change will be a non-taxable event only if the new Beneficiary is a Member of the Family of the previous Beneficiary. Otherwise, the earnings, if any, on your Account will be subject to federal taxation, including the additional 10% federal tax. For changes of Beneficiary, the Account for the new Beneficiary will be governed by the same Participation Agreement that applied to the previous Beneficiary. See **"Tax Information"** for information concerning income, gift, estate and generation-skipping tax consequences of changing the Beneficiary other than to a Member of the Family of the prior Beneficiary.

CHOOSING INVESTMENT PORTFOLIOS

VSAC has established multiple Investment Portfolios for the Plan. To complete your Application, you must select the Investment Portfolio(s) to which your contributions will be allocated. You may select any one or a combination of the Investment Portfolios, subject to certain minimum contribution limits per Account. Future contributions to your Account are not limited to your initial Investment Portfolio elections. See **"Investment Portfolios"** for summaries of the Investment Portfolios offered under the Plan.

After you have completed an Application, you may revise your Investment Portfolio election(s) by: (1) investing in additional Investment Portfolios; (2) stopping contributions to an Investment Portfolio that you previously selected; or (3) increasing or decreasing future contributions to an Investment Portfolio that you previously selected. You may also transfer funds in your Account, subject to certain limits, to another Investment Portfolio. See **"Transferring Funds"** for more information.

If you choose to change your Investment Portfolio selections, you must provide the Plan with appropriate instructions clearly identifying each change and the percentage of your contributions to be allocated to each Investment Portfolio. You must also notify the Plan in writing if you are using payroll deduction or the automatic contribution plan and you wish to change your allocation or stop your contributions to any Investment Portfolio. Account Forms are available for these purposes.

NAMING A CONTINGENT ACCOUNT OWNER FOR INDIVIDUAL ACCOUNTS

By completing the appropriate section of the Application, an individual Account Owner may name a contingent Account Owner to become the owner of the Account in the event of that Account Owner's death (the **"Contingent Account Owner"**). If you did not designate a Contingent Account Owner when you established your Account, you may designate a Contingent Account Owner by completing the applicable Account Form at a later time. You may also change your designation at any time by completing the applicable Account Form. Entity Account Owners and custodians may not designate a Contingent Account Owner.

Under Vermont law, if you are a resident of Vermont at the time of your death, your designated Contingent Account Owner will become the Account Owner upon your death and the assets of the Account should not be considered assets of your estate or be subject to probate. Account Owners should seek legal counsel regarding the estate planning implications of naming a Contingent Account Owner. Prior to taking any action regarding the Account following your death, your Contingent Account Owner will be required to provide the Plan with the Account Owner's Social Security Number or TIN and a certified copy of the death certificate identifying the deceased Account Owner (or other documentation recognized under applicable law and acceptable to the Plan) and enter into a new Participation Agreement by signing an Application.
If you are not a resident of Vermont or if you do not wish to designate a Contingent Account Owner, you should consult with a legal advisor regarding whether your Account will be subject to probate procedures in the event of death.

CHANGING THE OWNERSHIP OF YOUR ACCOUNT

You may change ownership of your Account to another individual or entity that is eligible to be an Account Owner by submitting the applicable Account Form. When you transfer ownership of your Account, you are not required to change the Beneficiary. Custodial Account Owners are subject to special limitations on their ability to transfer ownership of the Account. A change in Account ownership may have federal or state tax consequences and Account Owners are urged to consult their own tax advisors prior to implementing any such change.

A transfer of the ownership of an Account will be effective only if the assignment: (1) is irrevocable; and (2) transfers all ownership, reversionary rights, powers of appointment and powers to direct the withdrawal of funds. See **"Withdrawals"** for more information.

CHANGING THE BENEFICIARY

Except as set forth below, an Account Owner may change the Beneficiary at any time without adverse federal income tax consequences if the new Beneficiary is a Member of the Family of the former Beneficiary. Upon a change in Beneficiary, the Account Owner may also change the Investment Portfolios in which the Account is invested.

However, upon a change of Beneficiary, the existing assets plus the assets moved to the new Beneficiary's Account cannot result in the total Account values in all Accounts in the Plan for the new Beneficiary to exceed the Maximum Account Balance Limit.

If the new Beneficiary is not a Member of the Family of the former Beneficiary, then the change is treated as a Non-Qualified Withdrawal that is subject to federal and state taxes and an additional 10% federal tax on any earnings, as well as partial recapture of any Vermont state income tax credit previously claimed.

To change the Beneficiary of an Account, you should visit the Plan's website at www.vheip.org to download an appropriate form.

A Beneficiary cannot be changed on an UGMA or UTMA or minor-owned Account.

DEATH OF A BENEFICIARY

Upon the death of a Beneficiary, the Account Owner can change the Beneficiary on the Account, transfer assets to another Beneficiary who is a Member of the Family of the former Beneficiary, or take a Non-Qualified Withdrawal. Some Non-Qualified Withdrawals following the death of the Beneficiary are not subject to the additional 10% federal tax on earnings. See **"Tax Information."**

FEDERAL INCOME TAX BENEFITS

Investment earnings on your contributions accumulate on a tax-deferred basis while in an Account. Qualified Withdrawals are exempt from federal and Vermont state income tax if they are used to pay for the Beneficiary's Qualified Higher Education Expenses. Qualified Higher Education Expenses include a Beneficiary's tuition, fees, books, supplies, and equipment required for the enrollment or attendance of the Beneficiary at an Eligible Educational Institution. For Beneficiaries enrolled at an Eligible Education Institution on at least a half time basis, certain of the Beneficiary's room and board expenses also qualify as Qualified Higher Education Expenses.

The earnings portion (if any) of a Non-Qualified Withdrawal will be treated as ordinary income to the recipient and may also be subject to an additional 10% federal tax, as well as partial recapture of any Vermont state income tax credit previously claimed.

TAXPAYERS AND RESIDENTS OF OTHER STATES

Depending on the laws of your home state or that of your designated Beneficiary, favorable state tax treatment or other non-tax benefits offered by your home state for investing in 529 college savings plans may be available only if you invest in your home state's 529 college savings plan. Any state-based benefit(s) offered with respect to a particular 529 college savings plan should be one of many appropriately weighted factors to be considered in making an investment decision.

CONTRIBUTING TO YOUR ACCOUNT

WHO CAN CONTRIBUTE?

Anyone (including your friends and family) may make a contribution to your Account. However, any contribution to an Account may have gift or other tax consequences to the contributor or the Account Owner. Anyone making such a contribution, other than the Account Owner, will not retain any rights with respect to such contribution. For example, only the Account Owner may give directions regarding allocations to Investment Portfolios and/or withdrawals from an Account.

MINIMUM CONTRIBUTIONS

The minimum initial and subsequent contribution amount is $25 per Account. However, if your employer allows payroll deduction, the minimum initial and subsequent contributions to your Account may be as low as $15 per pay period.

HOW YOU CAN CONTRIBUTE TO YOUR ACCOUNT

Your ability to contribute to your Account is limited to the following methods: (1) by check (excluding starter and cashier's checks); (2) through an automatic contribution plan; (3) by payroll deduction (if your employer provides for payroll deduction and agrees to submit the same via Automated Clearing House (**"ACH"**) and you complete a payroll deduction form); (4) by electronic funds transfer (**"EFT"**); or (5) through a Rollover. See **"Transferring Funds"** below for more information about Rollovers.

Checks should be made payable to the Vermont Higher Education Investment Plan. Contributions by check must be drawn on a banking institution located in the United States in U.S. dollars. Personal checks (excluding starter checks and cashier's checks), bank drafts, teller's checks, and checks issued by a financial institution or brokerage firm payable to the Account Owner or the Beneficiary and endorsed over to the Plan by the Account Owner are permitted, as are third-party personal checks up to $10,000 that are endorsed over to the Plan. For further clarification on acceptable methods of payment, please refer to the Plan's website at www.vheip.org or call the Plan toll-free at 1-800-637-5860.

EFTs allows you to make contributions over the Internet through a password- protected feature on the Plan website at www.vheip.org or by telephone with a customer service representative. In order to use EFTs you must select the EFT option on your Application, add the EFT option online at the Plan website, or complete and submit the appropriate Account Form.

If your method of payment is payroll deduction, you can change the amount of your contributions, stop payroll deduction, or reallocate future contributions among Investment Portfolios or multiple Accounts by following the instructions on the applicable Account Form. This will involve contacting your employer.

If your method of payment is the automatic contribution plan, you can stop your participation in the automatic contribution plan, or you can change the timing and amount of your contributions to any Investment Portfolio that you selected for your Account, by making these changes online at the Plan website, by completing and submitting the appropriate Account Form, or by calling the Plan.

If your method of payment is by a Rollover, you must complete the appropriate section of the Application and/or the applicable Account Form.

MAXIMUM ACCOUNT BALANCE LIMIT

You may not make additional contributions to your Account if, at the time of a proposed contribution, the aggregate account balance of the Account and all other Accounts in the Plan for the same Beneficiary reaches the **"Maximum Account Balance Limit,"** currently $352,800. Accounts that have reached the Maximum Account Balance Limit may continue to accrue earnings. This limitation on Account balances is intended to comply with the federal tax law requirement that the Plan have adequate safeguards to prevent contributions to an Account in excess of those necessary to provide for the Qualified Higher Education Expenses of the Beneficiary. The Maximum Account Balance Limit takes into consideration the total balance, including earnings, if any, of all Accounts in the Plan for the same Beneficiary. If, however, the market value of such Accounts falls below the Maximum Account Balance Limit, additional contributions will be accepted.

CONTRIBUTIONS IN EXCESS OF THE MAXIMUM ACCOUNT BALANCE LIMIT

The Plan Manager will notify you if you attempt to make a contribution to an Account that exceeds the Maximum Account Balance Limit. The Plan Manager will not knowingly accept and will reject contributions in excess of the Maximum Account Balance Limit. Contributions will be deposited up to the Maximum Account Balance Limit and the remainder will be refunded. If the Plan Manager determines that a contribution in excess of the Maximum Account Balance Limit has been accepted, the excess contributions and any earnings thereon will be promptly refunded less any amounts attributable to market losses suffered between the date of the contribution and the date of the refund. If a contribution is applied to an Account and it is later determined that the contribution resulted in exceeding the Maximum Account Balance Limit, the excess contribution and any earnings will be refunded to the Account Owner. Any refund of an excess contribution may be treated as a Non-Qualified Withdrawal.

TRANSFERRING FUNDS

You may make the following transfers related to your Account:

- Transfers, subject to certain limits, among Investment Portfolios (see **"Getting Started"** above); and
- Rollovers.

Certain of these transfers may be subject to different federal and state tax consequences. See **"Withdrawals"** and **"Vermont Tax Treatment"** for additional information.

You may transfer all or any portion of the funds already invested in a particular Investment Portfolio, subject to certain limits, to another Investment Portfolio twice per calendar year or upon a change of the Beneficiary of your Account to a Member of the Family of the Beneficiary.

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

Rollovers into the Plan

- a direct transfer from an account in another qualified tuition program for a beneficiary under that program to an Account for (1) the same beneficiary (provided that you have not made a similar transfer to any qualified tuition program for the benefit of the same beneficiary within the previous 12 months) or (2) a person who is a Member of the Family of the same beneficiary, or
- a withdrawal of funds from an account in another qualified tuition program for a beneficiary under that program, followed within sixty (60) days of that withdrawal by a contribution of those funds to an Account for (1) the same beneficiary (provided that you have not made a similar transfer to any qualified tuition program for the benefit of the same beneficiary within the previous 12 months) or (2) a person who is a Member of the Family of the same beneficiary;

Rollovers out of the Plan

- a direct transfer from your Account for a Beneficiary to an account in another qualified tuition program for (1) the same Beneficiary (provided that you have not made a similar transfer to any qualified tuition program for the benefit of that Beneficiary within the previous 12 months) or (2) a person who is a Member of the Family of that Beneficiary, or
- a withdrawal of funds from your Account for a Beneficiary, followed within sixty (60) days of that withdrawal by a contribution of those funds to an account in another qualified tuition program for (1) the same Beneficiary (provided that you have not made a similar transfer to any qualified tuition program for the benefit of that Beneficiary within the previous 12 months) or (2) a person who is a Member of the Family of that Beneficiary.

Intra-Plan Rollovers

- a direct transfer from your Account for a Beneficiary to an Account for a person who is a Member of the Family of the same Beneficiary, or
- a withdrawal of funds from your Account for a Beneficiary, followed within sixty (60) days of that withdrawal by a contribution of those funds to an Account for a person who is a Member of the Family of the same Beneficiary.

Subject to the foregoing limitations you may transfer funds to an Account that is owned by you, or you may transfer funds to an Account that is owned by another Account Owner. A transfer of funds from your Account to an Account that is owned by another Account Owner may have federal or state tax consequences, and Account Owners are urged to consult their own tax advisors prior to implementing any such transfer. If a change of Beneficiary or transfer of funds causes the aggregate balance of all Accounts in the Plan for the same Beneficiary to exceed the Maximum Account Balance Limit, the excess amount will be rejected and returned. See **Contributions in Excess of the Maximum Account Balance Limit** above.

If you are transferring funds from another qualified tuition program to an Account in the Plan, the plan from which you are transferring funds may restrict or prohibit such transfer or impose charges, so you should investigate this change thoroughly before requesting such a transfer.

UNIT VALUE

Contributions to your Account purchase Units of the Investment Portfolio(s) you select. The Plan will process Account transaction requests (e.g., contributions, withdrawals, and transfers) at the Unit value of the applicable Investment Portfolio determined on the day your Account transaction request is received in "Good Order." Good Order means any required funds and any required paperwork are received and are in adherence with the terms of this Disclosure Booklet before the close of regular trading (usually 4:00 p.m. Eastern time) on the New York Stock Exchange (**"NYSE"**) and are accepted by the Plan. The Plan will process Account transaction requests received in good order after the close of regular trading or on a day when the NYSE is not open for trading at the Unit value of the applicable Investment Portfolio determined on the next day of regular trading on the NYSE. The Plan will not process Account transaction requests on holidays or other days when the NYSE is closed for any reason. The Plan also reserves the right to refrain from processing Account transaction requests during any time when trading is restricted by the Securities and Exchange Commission or under any emergency circumstances.

The value of a Unit in each Investment Portfolio (for purposes of this discussion, each Age Band in the Managed Allocation Portfolio is considered a separate Investment Portfolio) is computed by dividing (a) an Investment Portfolio's assets less any liabilities allocated to that Investment Portfolio by (b) the number of outstanding Units of such Investment Portfolio.

USE OF YOUR ACCOUNT

NO PLEDGING OF ACCOUNT ASSETS

Neither you nor your Beneficiary may use any part of any Account or other interest in the Plan as security for a loan.

BANKRUPTCY AND RELATED MATTERS

The Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 expressly excludes certain funds from an individual debtor's bankruptcy estate (which funds, therefore, will not be available for distribution to such individual's creditors), if the funds are paid or contributed by such individual to an Account. The bankruptcy protection for these types of Accounts, however, is limited. The Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 protects many Section 529 accounts in federal bankruptcy proceedings. Your Account will be protected if the Beneficiary is your child, stepchild, grandchild, or step grandchild (including a child, stepchild, grandchild, or step grandchild through adoption or foster care) subject to the following limits:

- Contributions made to all Section 529 accounts for the same Beneficiary more than seven hundred twenty (720) days before a federal bankruptcy filing are completely protected;
- Contributions made to all Section 529 accounts for the same Beneficiary during the period between three hundred sixty-five (365) days, and seven hundred twenty (720) days before a federal bankruptcy filing are protected up to $6,225; and
- Contributions made to all Section 529 accounts for the same Beneficiary three hundred sixty-five days (365) days before a federal bankruptcy filing are not protected against creditor claims in federal bankruptcy proceedings.

Your own state law may offer additional creditor protections. You should consult your legal advisor regarding the effect of any bankruptcy filing on your Account. This information is not meant to be individual advice, and Account Owners should consult with their own advisors concerning their individual circumstances.

FEES AND EXPENSES

The following table describes the Plan's fees and expenses. Except for the fees listed in this Section, there are currently no other fees, charges or penalties imposed by or payable by the Plan in connection with opening or maintaining your Account. VSAC reserves the right to change the current fees, or to impose new or additional fees, expenses, charges or penalties in the future.

For purposes of this section on Fees and Expenses, each of the Age Bands in the Managed Allocation Portfolio is considered a separate Investment Portfolio.

ANNUAL ASSET-BASED FEES

Investment Portfolio	Plan Manager Fee(1)(2)	Estimated Underlying Mutual Fund Expenses(3)	VSAC- Fee(4)	Total Annual Asset-Based Fees(5)
Managed Allocation Portfolio				
Age Band 1 (0-3 Years)	0.27%	0.07%	0.05%	0.39%
Age Band 2 (4-7 Years)	0.27%	0.07%	0.05%	0.39%
Age Band 3 (8-11 Years)	0.27%	0.07%	0.05%	0.39%
Age Band 4 (12-14 Years)	0.26%	0.08%	0.05%	0.39%
Age Band 5 (15-17 Years)	0.27%	0.07%	0.05%	0.39%
Age Band 6 (18+)	0.27%	0.07%	0.05%	0.39%
Diversified Equity Portfolio	0.27%	0.07%	0.05%	0.39%
Equity Index Portfolio	0.29%	0.05%	0.05%	0.39%
Balanced Portfolio	0.27%	0.07%	0.05%	0.39%
Fixed Income Portfolio	0.25%	0.09%	0.05%	0.39%
Treasury Obligations Portfolio	0.28%	0.06%	0.05%	0.39%

(1) The Plan Manager Fee may change at any time. The Plan Manager pays the Investment Manager, the NAV Calculation Agent, the Custodian, and provides funds to VSAC for marketing the Plan from this Fee. Although no fees are deducted from your Account, when you invest in the Plan, you indirectly bear a pro rata portion of the Plan expenses because when fees are deducted from Plan assets, the value of the Plan Units is reduced.

(2) Each Investment Portfolio pays the Plan Manager an annualized Plan Manager Fee equal to the stated percentage of the average daily net assets held by that Investment Portfolio.

(3) For each Investment Portfolio the figures in this column are derived from publicly available information for the underlying funds as of July 31, 2015 and are based on a weighted average of the expenses of each underlying Fund's expense ratio, in accordance with the Investment Portfolio's asset allocation among its underlying Funds. Each Investment Portfolio indirectly bears its pro rata portion of the underlying Funds' expenses because when fees are deducted from an underlying Fund's assets, the value of the underlying Fund's shares is reduced.

(4) VSAC receives this fee to offset expenses related to the administration of the Plan.

(5) The Total Annual Asset-Based Fees (**"Total Fees"**) equal the Estimated Underlying Fund Expenses plus the Plan Manager Fee plus the VSAC Fee. The portion of Total Fees attributable to the Plan Manager Fee is assessed on a daily basis over the course of the year against assets in each Investment Portfolio. The portion of Total Fees attributable to Estimated Underlying Fund Expenses is indirectly borne by each Investment Portfolio as discussed in footnote (3). You should refer to the Investment Cost Example for the total assumed investment cost over 1-, 3-, 5-, and 10-year periods.

INVESTMENT COST EXAMPLE

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

- You invest $10,000 in an Account for the time periods shown below.
- Your investment has a 5% compounded return each year.
- You withdraw the assets from your Account at the end of the specified periods for Qualified Higher Education Expenses.
- Total annual asset-based fees remain the same as shown in the Fee Table above.
- The example does not consider the impact of any potential state or federal taxes on the withdrawal or any applicable Account fees or charges.

Your actual costs may be higher or lower, based on the above assumptions your costs would be:

Investment Portfolio	Approximate Cost of $10,000 Investment			
	1 Year	**3 Years**	**5 Years**	**10 Years**
Managed Allocation Portfolio				
Age Band 1 (0-3 Years)	$40.95	$128.58	$224.43	$505.33
Age Band 2 (4-7 Years)	$40.95	$128.58	$224.43	$505.33
Age Band 3 (8-11 Years)	$40.95	$128.58	$224.43	$505.33
Age Band 4 (12-14 Years)	$40.95	$128.58	$224.43	$505.33
Age Band 5 (15-17 Years)	$40.95	$128.58	$224.43	$505.33
Age Band 6 (18+)	$40.95	$128.58	$224.43	$505.33
Diversified Equity Portfolio	$40.95	$128.58	$224.43	$505.33
Equity Index Portfolio	$40.95	$128.58	$224.43	$505.33
Balanced Portfolio	$40.95	$128.58	$224.43	$505.33
Fixed Income Portfolio	$40.95	$128.58	$224.43	$505.33
Treasury Obligations Portfolio	$40.95	$128.58	$224.43	$505.33

ANNUAL PRINT/MAIL FEE

Beginning July 1, 2016, the Plan Manager is authorized to charge a $10 annual account fee to Account Owner's that have had their Accounts open a year or more who do not sign up for electronic delivery of all Plan documents. The fee will be withdrawn from Accounts on each anniversary date of the establishment of the Account. Accounts that are redeemed prior to the anniversary date will be charged a pro rata amount. Account Owners can avoid the fee by signing up for electronic delivery of all Plan Documents. Signing up for electronic delivery is as easy as going to the Plan website at www.vheip.com logging into your Account and selecting electronic delivery. Note: currently the Plan Manager does not charge this $10.00 fee. The Plan Manager will notify you before it starts to implement this fee.

FEES FOR ADDITIONAL SERVICES

The Plan Manager may debit your Account for costs incurred in connection with failed Contributions (e.g., returned checks, rejected AIPs, rejected EFTs) or for additional services you request (e.g., overnight delivery, outgoing wires, re-issue of disbursement checks, requests for historical statements, and rollovers).

INVESTMENT PORTFOLIOS

CHOOSING YOUR INVESTMENT PORTFOLIOS AND HOW THE INVESTMENT PORTFOLIOS ARE INVESTED

Building a Section 529 account that is right for you takes planning. You need to consider your college savings goals, understand your Investment Portfolios, and select options suitable to your investment needs. This section helps you to understand the types of Investment Portfolios offered under the Plan, and the risks involved in investing in such Investment Portfolios. Account owners should periodically assess, and if appropriate, adjust their investment choices with their time horizon, risk tolerance and investment objectives in mind.

THE INVESTMENT PORTFOLIOS ARE AUTHORIZED BY VSAC

VSAC may add or remove Investment Portfolios or change the investment allocations of, or the investments held by, any Investment Portfolio at any time. The Plan will have a commercially reasonable period to implement any such changes. The allocation tables accompanying the Investment Portfolio descriptions below indicate how contributions will be allocated to the Mutual Funds underlying each Investment Portfolio. Note that contributions received on or after the date of this Disclosure Booklet will be allocated in accordance with the asset allocation percentages in these allocation tables unless otherwise indicated.

You may allocate your contributions to any of the Investment Portfolios, or you may choose to allocate your contributions to more than one Investment Portfolio. Although Account Owners may choose among these Investment Portfolios for contributions made to their Accounts, under federal law, neither Account Owners nor Beneficiaries may direct the investment of any Investment Portfolio. Please be aware that amounts in an Account may be transferred on a tax-free basis to another Investment Portfolio twice per calendar year by the Account Owner or upon a change of the Beneficiary to a Member of the Family of the previous Beneficiary. See **"Getting Started"** and **"Transferring Funds"** above for information about changing Investment Portfolio elections.

Each of the Investment Portfolios described on the following pages is invested in one or more Mutual Funds. Summaries of the underlying Mutual Funds and the risks associated with investments in the Mutual Funds appear in Appendix I to this Disclosure Booklet. See Appendix I for additional information about the Mutual Funds. Please note that an investment in an Investment Portfolio in the Plan is not an investment in the underlying Mutual Funds.

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

A NOTE ABOUT THE PRINCIPAL PLUS INTEREST OPTION

The total annual asset-based fees applicable to Investment Portfolios described under Fees and Expenses on page 17 do not apply to the Principal Plus Interest Option, which is closed to new investments. As of the date of this Disclosure Booklet, 100% of the assets in the Principal Plus Interest Option are allocated to a funding agreement issued by TIAA-CREF Life Insurance Company to VSAC as the policyholder on behalf of the Plan. The funding agreement provides a minimum guaranteed rate of return on the amounts allocated to it by the Principal Plus Interest Option. The minimum effective annual interest rate will be neither less than 1% nor greater than 3% at any time. The guarantee is made by the insurance company to the policyholder, not to Account Owners. Approximately thirty (30) days after the transfer of management of the Vermont Higher Education Investment Plan to the Plan Manager, 20% of your balance in the Principal Plus Interest Option will automatically move to the VHEIP Treasury Obligations Portfolio. Twenty-five percent (25%) of the remaining balance will automatically transfer from the Principal Plus Interest Option to the VHEIP Treasury Obligations Portfolio on the anniversary of the initial transfer, 33% of the remaining balance on the second anniversary, 50% of the remaining balance on the third anniversary, and 100% of the remaining balance on the fourth anniversary.

Account Owners will be able to make withdrawals from the Principal Plus Interest Option, make contributions into other Portfolios in the Plan, and receive statements and confirmation statements from the Plan and access their Account online. Account Owners who have previously made contributions through the automatic contribution plan to the Principal Plus Interest Option will have all future contributions invested in the Federated Treasury Obligations Portfolio. You may change your automatic contribution plan elections by visiting the website or by calling the Plan toll-free at 1-800-637-5860.

MANAGED ALLOCATION PORTFOLIO (RISK LEVEL SHIFTS FROM AGGRESSIVE TO CONSERVATIVE)

The Managed Allocation Portfolio seeks to match up the investment objective and level of risk to the investment horizon by taking into account the Beneficiary's current age and the number of years before the Beneficiary turns 18 and is expected to enter college. Depending on the Beneficiary's age, allocations to this Investment Portfolio will be placed in one of six Age Bands, each of which has a different investment objective and investment strategy. The Age Bands for younger Beneficiaries seek a favorable long-term return by investing primarily in Mutual Funds that invest primarily in equity securities, each of which has a high level of risk, but greater potential for returns than more conservative investments. As

a Beneficiary nears college age, the Age Bands allocate less to Mutual Funds that invest in equity securities and allocate more to Mutual Funds that invest in fixed-income and money market securities.

As the Beneficiary ages, assets in your Account that are attributable to this Investment Portfolio are moved from one Age Band to the next promptly following the Beneficiary's fourth, eighth, twelfth, fifteenth and eighteenth birthdays.

ASSET ALLOCATIONS FOR THE MANAGED ALLOCATION PORTFOLIO

The following table provides the percentage allocation to each Mutual Fund within the Managed Allocation Portfolio for each Age Band. The Investment Manager may in its discretion vary the target asset allocations within certain predetermined ranges set forth below in accordance with its assessment of short-to intermediate-term market conditions (**"Tactical Asset Allocation"**). This tactical asset allocation approach allows the Investment Manager to seek to add risk-adjusted returns to the Managed Allocation Portfolio by shifting the proportions of the asset classes and funds within the Portfolio. Contrary to strategic asset allocation, which focuses on long-term exposures to asset classes, Tactical Asset Allocation focuses on short-term deviations from these allocations in an attempt to take advantage of opportunities in the market. The Investment Manager's approach is based on various areas of analysis including economic, fundamental, quantitative, technical, and valuation. The Investment Manager applies quantitative inputs and qualitative evaluations to examine the attractiveness of an asset based not only on its risk, but also on the return it may bring to the Portfolio. The approach may potentially provide benefits on both the return and risk side of the equation but enhanced Portfolio performance is not guaranteed and tactical asset allocation may not be successful.

Fund Name	Age Band 0-3 Target	Age Band 0-3 Range	Age Band 4-7 Target	Age Band 4-7 Range	Age Band 8-11 Target	Age Band 8-11 Range	Age Band 12-14 Target	Age Band 12-14 Range	Age Band 15-17 Target	Age Band 15-17 Range	Age Band 18+ Target	Age Band 18+ Range
TIAA-CREF Large-Cap Value Index Fund	6.0%	5.0% - 7.0%	6.0%	5.0% - 7.0%	5.0%	4.0% - 6.0%	4.0%	3.0% - 5.0%	4.0%	3.0% - 5.0%	3.0%	2.0% - 4.0%
TIAA-CREF Large-Cap Growth Index Fund	8.0%	6.0% - 10.0%	8.0%	6.0% - 10.0%	7.0%	6.0% - 8.0%	5.0%	4.0% - 6.0%	5.0%	4.0% - 6.0%	3.0%	2.0% - 4.0%
Vanguard Total Stock Market Index Fund	17.0%	14.0% - 20.0%	16.0%	13.0% - 19.0%	11.0%	9.0% - 13.0%	7.0%	6.0% - 8.0%	6.0%	5.0% - 7.0%	4.0%	3.0% - 5.0%
Vanguard Mid-Cap Index Fund	6.0%	5.0% - 7.0%	5.0%	4.0% - 6.0%	4.0%	3.0% - 5.0%	3.0%	2.0% - 4.0%		0.0% - 0.0%		0.0% - 0.0%
Vanguard Small-Cap Index Fund	3.0%	2.0% - 4.0%	3.0%	2.0% - 4.0%	3.0%	2.0% - 4.0%	3.0%	2.0% - 4.0%		0.0% - 0.0%		0.0% - 0.0%
Vanguard REIT Index Fund	6.0%	5.0% - 7.0%	5.0%	4.0% - 6.0%	4.0%	3.0% - 5.0%	4.0%	3.0% - 5.0%	3.0%	2.0% - 4.0%		0.0% - 0.0%
TIAA-CREF International Equity Index Fund	26.0%	21.0% - 31.0%	24.0%	19.0% - 29.0%	20.0%	16.0% - 24.0%	15.0%	12.0% - 18.0%	12.0%	10.0% - 14.0%	6.0%	5.0% - 7.0%
Vanguard Emerging Markets Stock Index Fund	6.0%	5.0% - 7.0%	5.0%	4.0% - 6.0%	4.0%	3.0% - 5.0%	3.0%	2.0% - 4.0%		0.0% - 0.0%		0.0% - 0.0%
Vanguard Total Bond Market Index Fund	12.0%	10.0% - 14.0%	14.0%	11.0% - 17.0%	24.0%	19.0% - 29.0%	24.0%	19.0% - 29.0%	14.0%	11.0% - 17.0%	10.0%	8.0% - 12.0%

Fund Name	Age Band 0-3 Target	Age Band 0-3 Range	Age Band 4-7 Target	Age Band 4-7 Range	Age Band 8-11 Target	Age Band 8-11 Range	Age Band 12-14 Target	Age Band 12-14 Range	Age Band 15-17 Target	Age Band 15-17 Range	Age Band 18+ Target	Age Band 18+ Range
DFA Inflation Protected Securities Portfolio	3.0%	2.0% - 4.0%	3.0%	2.0% - 4.0%	6.0%	5.0% - 7.0%	8.0%	6.0% - 10.0%	8.0%	6.0% - 10.0%	6.0%	5.0% - 7.0%
Vanguard Long-Term Treasury Fund	4.0%	3.0% - 5.0%	4.0%	3.0% - 5.0%	4.0%	3.0% - 5.0%		0.0% - 0.0%		0.0% - 0.0%		0.0% - 0.0%
Vanguard Short-Term Bond Index Fund		0.0% - 0.0%		0.0% - 0.0%		0.0% - 0.0%	10.0%	8.0% - 12.0%	20.0%	16.0% - 24.0%	30.0%	24.0% - 36.0%
Vanguard High-Yield Corporate Fund	3.0%	2.0% - 4.0%	4.0%	3.0% - 5.0%	5.0%	4.0% - 6.0%	6.0%	5.0% - 7.0%	5.0%	4.0% - 6.0%	5.0%	4.0% - 6.0%
Vanguard Total International Bond Index Fund		0.0% - 0.0%	3.0%	2.0% - 4.0%	3.0%	2.0% - 4.0%	3.0%	2.0% - 4.0%	3.0%	2.0% - 4.0%	3.0%	2.0% - 4.0%
Federated Treasury Obligations Fund		0.0% - 0.0%		0.0% - 0.0%		0.0% - 0.0%	5.0%	4.0% - 6.0%	20.0%	16.0% - 24.0%	30.0%	24.0% - 36.0%

DIVERSIFIED EQUITY PORTFOLIO (RISK LEVEL – AGGRESSIVE)

The Diversified Equity Portfolio seeks to provide a favorable long-term total return, mainly through capital appreciation and some investment income. This Investment Portfolio attempts to achieve its objective by allocating assets to Mutual Funds of various asset classes, including Mutual Funds that invest in equity securities of larger, well-established companies that offer a growing stream of dividend income, medium-sized and smaller companies, companies engaged in the real estate industry, and companies located outside the United States, including in emerging markets.

ASSET ALLOCATIONS FOR THE DIVERSIFIED EQUITY PORTFOLIO

The following table provides the percentage allocation to each Mutual Fund within the Diversified Equity Portfolio. The Investment Manager may in its discretion vary the target asset allocations within certain predetermined ranges set forth below in accordance with its assessment of short-to intermediate-term market conditions (**"Tactical Asset Allocation"**). This tactical asset allocation approach allows the Investment Manager to seek to add risk-adjusted returns to the Diversified Equity Portfolio by shifting the proportions of the asset classes and funds within the Portfolio. Contrary to strategic asset allocation, which focuses on long-term exposures to asset classes, Tactical Asset Allocation focuses on short-term deviations from these allocations in an attempt to take advantage of opportunities in the market. The Investment Manager's approach is based on various areas of analysis including economic, fundamental, quantitative, technical, and valuation. The Investment Manager applies quantitative inputs and qualitative evaluations to examine the attractiveness of an asset based not only on its risk, but also on the return it may bring to the Portfolio. The approach may potentially provide benefits on both the return and risk side of the equation but enhanced Portfolio performance is not guaranteed and tactical asset allocation may not be successful.

TIAA-CREF Large-Cap Value Index Fund	TIAA-CREF Large-Cap Growth Index Fund	Vanguard Mid-Cap Index Fund	Vanguard Small-Cap Index Fund	Vanguard REIT Index Fund	TIAA-CREF International Equity Index Fund	Vanguard Emerging Markets Stock Index Fund
19.0%	20.0%	9.0%	4.0%	8.0%	33.0%	7.0%
Range	**Range**	**Range**	**Range**	**Range**	**Range**	**Range**
15.0% - 23.0%	16.0% - 24.0%	7.0% -11.0%	3.0%-5.0%	6.0%-10.0%	26.0%-40.0%	6.0%-8.0%

EQUITY INDEX PORTFOLIO (RISK LEVEL — AGGRESSIVE)

The Equity Index Portfolio seeks to provide a favorable long-term total return, mainly from capital appreciation, by investing in equity index funds. This Investment Portfolio has a high exposure to domestic and foreign equities.

ASSET ALLOCATIONS FOR THE EQUITY INDEX PORTFOLIO

The following table provides the percentage allocation to each Mutual Fund within the Equity Index Portfolio. The Investment Manager may in its discretion vary the target asset allocations within certain predetermined ranges set forth below in accordance with its assessment of short-to intermediate-term market conditions (**"Tactical Asset Allocation"**). This tactical asset allocation approach allows the Investment Manager to seek to add risk-adjusted returns to the Equity Index Portfolio by shifting the proportions of the asset classes and funds within the Portfolio. Contrary to strategic asset allocation, which focuses on long-term exposures to asset classes, Tactical Asset Allocation focuses on short-term deviations from these allocations in an attempt to take advantage of opportunities in the market. The Investment Manager's approach is based on various areas of analysis including economic, fundamental, quantitative, technical, and valuation. The Investment Manager applies quantitative inputs and qualitative evaluations to examine the attractiveness of an asset based not only on its risk, but also on the return it may bring to the Portfolio. The approach may potentially provide benefits on both the return and risk side of the equation but enhanced Portfolio performance is not guaranteed and tactical asset allocation may not be successful.

Vanguard Total Stock Market Index Fund	TIAA-CREF International Equity Index Fund	Vanguard Emerging Markets Stock Index Fund
60%	33%	7.0%
Range	**Range**	**Range**
48.0% - 72.0%	26.0%-40.0%	6.0 – 8.0%

BALANCED PORTFOLIO (RISK LEVEL — MODERATE)

This Balanced Portfolio seeks to provide favorable returns that reflect the broad investment performance of the financial markets through capital appreciation and investment income by allocating assets to a balanced combination of equity and fixed income Mutual Funds (at this time, approximately 61% is allocated to equity funds and 39% is allocated to fixed-income funds).

ASSET ALLOCATIONS FOR THE BALANCED PORTFOLIO

The following table provides the percentage allocation to each Mutual Fund within the Balanced Portfolio. The Investment Manager may in its discretion vary the target asset allocations within certain predetermined ranges set forth below in accordance with its assessment of short-to intermediate-term market conditions (**"Tactical Asset Allocation"**). This tactical asset allocation approach allows the Investment Manager to seek to add risk-adjusted returns to the Balanced Portfolio by shifting the proportions of the asset classes and funds within the Portfolio. Contrary to strategic asset allocation, which focuses on long-term exposures to asset classes, Tactical Asset Allocation focuses on short-term deviations from these allocations in an attempt to take advantage of opportunities in the market. The Investment Manager's approach is based on various areas of analysis including economic, fundamental, quantitative, technical, and valuation. The Investment Manager applies quantitative inputs and qualitative evaluations to examine the attractiveness of an asset based not only on its risk, but also on the return it may bring to the Portfolio. The approach may potentially provide benefits on both the return and risk side of the equation but enhanced Portfolio performance is not guaranteed and tactical asset allocation may not be successful.

Vanguard 500 Index Fund	Vanguard Mid-Cap Index Fund	Vanguard Small-Cap Index Fund	Vanguard REIT Index Fund	TIAA-CREF International Equity Index Fund	Vanguard Emerging Markets Stock Index Fund	Vanguard Total Bond Market Index Fund	DFA Inflation Protected Securities Portfolio	Vanguard Short-Term Bond Index Fund	Vanguard High-Yield Corporate Fund	Vanguard Total International Bond Index Fund
24.0%	4.0%	3.0%	5.0%	21.0%	4.0%	20.0%	6.0%	5.0%	5.0%	3.0%
Range	**Range**	**Range**	**Range**	**Range**	**Range**	**Range**	**Range**	**Range**	**Range**	**Range**
19.0% - 29.0%	3.0% - 5.0%	2.0% - 4.0%	4.0% - 6.0%	17.0% - 25.0%	3.0% - 5.0%	16.0% - 24.0%	5.0% - 7.0%	4.0% - 6.0%	4.0% - 6.0%	2.0% - 4.0%

FIXED INCOME PORTFOLIO (RISK LEVEL — MODERATE)

The Fixed Income Portfolio seeks to provide preservation of capital along with a moderate rate of return through a diversified mix of fixed-income Mutual Funds.

ASSET ALLOCATIONS FOR THE FIXED INCOME PORTFOLIO

The following table provides the percentage of assets of the Fixed Income Portfolio allocated to each Mutual Fund. The Investment Manager may in its discretion vary the target asset allocations within certain predetermined ranges set forth below in accordance with its assessment of short-to intermediate-term market conditions (**"Tactical Asset Allocation"**). This tactical asset allocation approach allows the Investment Manager to seek to add risk-adjusted returns to the Fixed Income Portfolio by shifting the proportions of the asset classes and funds within the Portfolio. Contrary to strategic asset allocation, which focuses on long-term exposures to asset classes, Tactical Asset Allocation focuses on short-term deviations from these allocations in an attempt to take advantage of opportunities in the market. The Investment Manager's approach is based on various areas of analysis including economic, fundamental, quantitative, technical, and valuation. The Investment Manager applies quantitative inputs and qualitative evaluations to examine the attractiveness of an asset based not only on its risk, but also on the return it may bring to the Portfolio. The approach may potentially provide benefits on both the return and risk side of the equation but enhanced Portfolio performance is not guaranteed and tactical asset allocation may not be successful.

Vanguard Total Bond Market Index Fund	DFA Inflation Protected Securities Portfolio	Vanguard Short-Term Bond Index Fund	Vanguard High-Yield Corporate Fund	Vanguard Total International Bond Index Fund
45.0%	15.0%	15.0%	15.0%	10.0%
Range	**Range**	**Range**	**Range**	**Range**
36.0% - 54.0%	12.0% - 18.0%	12.0% - 18.0%	12.0% - 18.0%	8.0% - 12.0%

TREASURY OBLIGATIONS PORTFOLIO

The Treasury Obligations Portfolio seeks to provide current income consistent with stability of principal by investing in a money market mutual fund that invests primarily in a portfolio of short-term U.S. Treasury securities. 100% of the assets of this Investment Portfolio are allocated to the Federated Treasury Obligations Fund.

PERFORMANCE

Performance Information for the Portfolios is not shown at this time because the Investment Portfolios are new as of the date of this Disclosure Booklet. Current performance information will be available on the Plan's website at www.vheip.org after the Portfolios have six months of performance information and then quarterly thereafter. The performance of the underlying Mutual Funds in each Investment Portfolio may be obtained by visiting the applicable Fund's website: Dimensional Fund Advisors website: http://us.dimensional.com; Federated Investors: http://www.federatedinvestors.com/FII/home.do; TIAA-CREF: https://www.tiaa-cref.org; and Vanguard: https://investor.vanguard.com/home/.

PAST PERFORMANCE NO GUARANTEE OF FUTURE RESULTS

Past performance information for Portfolios (when available) and the underlying Mutual Funds are not indicative of the future performance of any particular Portfolio. Portfolio performance information represents past performance and is no guarantee of future results, and will be net of Total Annual Fees and will not reflect the impact of any potential federal or state taxes.

INVESTMENT RESULTS OF YOUR PORTFOLIO WILL VARY

The investment results of any Portfolio for any period cannot be expected to be similar to its investment performance for any prior period. In addition, in view of the anticipated periodic determinations of such investment allocations and selection of the underlying Mutual Funds for each Portfolio, the future investment results of any Portfolio cannot be expected, for any period, to be similar to the past performance of any other Portfolios or underlying mutual funds. Total returns and the principal value of investments in your Account will fluctuate based on the investment performance of the underlying Mutual Funds in which the Investment Portfolios have been invested, so your investment may be worth more or less than its original value when you withdraw your money. Performance may be substantially affected over time by changes in the allocations and in the underlying Mutual Funds.

RISKS OF INVESTING IN THE PLAN

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

INVESTMENT RISKS

With any Investment Portfolio, there is a possibility that the investment returns over the applicable investment period will be less than the rate of increase in the costs of higher education during that period. In addition all of the Portfolios, except the Treasury Obligations Portfolio bear Asset Allocation Risk. Asset Allocation Risk is the risk that the Investment Manager's judgments about initial and tactical asset allocation decisions among the Mutual Funds underlying the Investment Portfolios may be incorrect, and there is no guarantee that the Investment Manager's asset allocations will produce the desired results. It is possible to lose money on your investment as a result of these asset allocation decisions. There is a risk that you could lose part or all of the value of your Account. Summaries of risks of the underlying Mutual Funds for the Portfolios are set forth in Appendix I.

NO INSURANCE OR GUARANTEE

Neither investments in the Plan nor earnings, if any, from investments in the Plan are insured or guaranteed by Vermont, any State agency or instrumentality, the Plan, VSAC, the Board, the Federal Deposit Insurance Corporation, any federal government agency, the Plan Manager, the Subcontractors, or their respective affiliates.

NO GUARANTEE OF ATTENDANCE OR EXPENSE

There is no guarantee that a Beneficiary will be accepted for admission to any institution of higher education, including an Eligible Educational Institution, or if admitted, will graduate or receive a degree, or otherwise be permitted to continue to attend an Eligible Educational Institution. Increases in Qualified Higher Education Expenses could exceed the rate of return under the Plan over the same time period. Even if the value of all Accounts held for a Beneficiary reaches or exceeds the Maximum Account Balance Limit, those funds may not be sufficient to pay all Qualified Higher Education Expenses of the Beneficiary.

CHANGES IN LAW

The Plan is established pursuant to the Statute, applicable State law, applicable securities laws and Section 529 of the IRC. Changes to the Statute or such State and securities laws may affect the continued operation of the Plan as contemplated in this Disclosure Booklet. Congress could also amend Section 529 of the IRC or other federal laws in a manner that would materially change or eliminate the federal tax treatment described in this Disclosure Booklet. The State could also make changes to Vermont tax law that could materially affect the state tax treatment of the Plan or make changes to the Statute that could terminate or otherwise adversely affect the Plan. Changes in the law governing the federal and/or Vermont tax consequences described in this Disclosure Booklet might necessitate material changes to the Plan or termination of the Plan. Certain proposed federal tax regulations that have been issued under Section 529 of the IRC provide guidance, but only for the establishment and operation of certain aspects of the Plan. Final regulations or other administrative guidance or court decisions might be issued that could adversely impact the federal tax consequences of contributions to, investments in, or withdrawals from, Accounts.

MODIFY OR TERMINATE INVESTMENT PORTFOLIOS

VSAC may at any time modify the Plan to provide for additional or different Investment Portfolios, or make other changes to the Plan, including the termination of the Plan. The State may terminate the Plan by giving written notice to the Account Owner, but the assets in the Account may not thereby be diverted by VSAC from the exclusive benefit of the Account Owner and the Beneficiary.

RISKS RELATED TO ILLIQUIDITY

Investment in the Plan involves the risk of limited liquidity because the circumstances under which funds may be withdrawn from your Account without incurring adverse tax consequences are limited to withdrawals for Qualified Higher Education Expenses. Additionally, in certain circumstances, your ability to withdraw funds may be restricted for up to thirty (30) days. See **"Withdrawals"** and **"Tax Information"** below and **"Getting Started"** above for further information about these restrictions. Contributions must be on deposit for at least ten (10) days before being withdrawn.

LIMITATIONS ON REALLOCATING MONIES AMONG INVESTMENT PORTFOLIOS

You may transfer funds among Investment Portfolios twice per calendar year, and at any time upon a change in the Beneficiary of the Account to a Member of the Family of the Beneficiary being replaced.

CHANGE OF THE PLAN MANAGER, TERMS AND CONDITIONS OF PLAN, AND PORTFOLIO INVESTMENTS

VSAC may change the Plan Manager in the future or add plan managers and/or investment managers. If this happens (or even if it does not), there is no assurance that you would not experience a material change to certain terms and conditions of your Participation Agreement, including the fees charged under the Plan. If Intuition ceases to be the Plan Manager, you may have to open a new Account in the Plan with the successor plan manager in order to make future contributions on behalf of your Beneficiary. If such were to occur, your assets in the Plan may be transferred to the new Account with the successor plan manager. There is also no guarantee that the investment portfolios offered by the successor plan manager would correspond with those described in this Disclosure Booklet.

POTENTIAL IMPACT ON FINANCIAL AID AND MEDICAID ELIGIBILITY

The eligibility of your Beneficiary for financial aid will depend upon the circumstances of the Beneficiary's family at the time the Beneficiary applies for financial aid, as well as on the policies of the governmental agencies, school, or private organizations to which the Beneficiary and/or the Beneficiary's family applies for financial assistance. Because saving for college will increase the financial resources available to the Beneficiary, it may have some effect on the Beneficiary's eligibility. However, because these policies vary at different institutions and can change over time, VSAC cannot say with certainty how the federal financial aid program, or the school your Beneficiary applies to, will treat your Account. Under Vermont law, amounts available for the payment of postsecondary education costs pursuant to the Plan generally are considered assets of the Beneficiary's parent(s), not the Beneficiary's assets, in determining need and eligibility for student aid as determined by applicable law.

The eligibility of an Account Owner for Medicaid assistance could be impacted by the Account Owner's ownership of an Account in the Plan. Although the result is not clear and may vary from state to state, it is possible that the assets in an Account Owner's Account may be considered available assets of the Account Owner for determining Medicaid assistance eligibility. Medicaid laws and regulations may change and Account Owners should consult their own financial and/or tax advisors for advice on their own particular situation.

SUITABILITY; INVESTMENT ALTERNATIVES

VSAC, the Plan Manager, and the Subcontractors make no representations regarding the appropriateness of the Investment Portfolios as an investment for any particular individual investor. Other types of investments may be more appropriate depending upon an individual's residence, financial status, tax situation, risk tolerance or age. Various qualified tuition programs other than the Plan are currently available, as are other investment alternatives. The investments, fees, expenses, eligibility requirements, tax and other consequences and features of these alternatives may differ from those of the Plan. Before investing in the Plan, you may wish to consider these alternatives and consult a tax or investment advisor.

INVESTMENT IN THE PLAN IS NOT A DIRECT INVESTMENT IN MUTUAL FUNDS OR REGISTERED SECURITIES

Although contributions to your Account will be invested in Portfolios that invest in Mutual Funds, none of the Plan's Portfolios is a mutual fund. An investment in the Plan is considered an investment in a "municipal fund security" that is issued and offered by the Plan. These securities are not registered with the U.S. Securities and Exchange Commission (the **"SEC"**) or any state, nor are the Plan, or any of the Plan's Portfolios registered as investment companies with the SEC or any state.

WITHDRAWALS

Only you, as the Account Owner, may direct withdrawals from your Account. To request a withdrawal, you must complete the appropriate Account Form or go to www.vheip.org. The Unit value used to calculate the value of a withdrawal from your Account will be the one next computed after a completed withdrawal request is received in Good Order by the Plan. See **"Unit Value"** above for more information. If your Account is invested in more than one Investment Portfolio, you may select the Investment Portfolio from which your funds are to be withdrawn to the extent permitted by Section 529 of the IRC. Account Owners will have to wait ten (10) days after making a Contribution before the withdrawal will be sent to you. If you make a change to your mailing address, transfer the Account to a new Account Owner, direct a withdrawal to be made to a new bank or other financial account you will have to wait thirty (30) days before any withdrawals are sent to you.

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

(1) a Qualified Withdrawal;

(2) a Rollover; or

(3) a Non-Qualified Withdrawal.

QUALIFIED WITHDRAWALS

A Qualified Withdrawal is a withdrawal from your Account that is used to pay for any Qualified Higher Education Expenses of the Beneficiary at an Eligible Educational Institution. Such expenses include tuition, certain room and board expenses, fees, books, supplies and equipment required for the enrollment or attendance of a Beneficiary at an Eligible Educational Institution. Qualified Higher Education Expenses include certain additional enrollment and attendant costs of special needs beneficiaries. Unlike other expenses, the cost of room and board may be treated as Qualified Higher Education Expenses only if it is incurred during an academic period during which the Beneficiary is enrolled or accepted for enrollment in a degree, certificate, or other program which leads to a recognized educational credential awarded by an Eligible Educational Institution, and during which the Beneficiary is enrolled at least half-time. (Half-time is defined as half of a full-time academic workload for the course of study the student is pursuing based on the standard at the Beneficiary's Eligible Educational Institution.) The amount of room and board expenses that may be treated as a Qualified Higher Education Expense is generally limited to the room and board allowance applicable to the student that is included by the Eligible Educational Institution in its "cost of attendance" for purposes of determining eligibility for federal education assistance for that year. For students living in housing owned or operated by the Eligible Educational Institution, if the actual invoice amount charged by the Eligible Educational Institution for room and board is higher than the "cost of attendance" figure, then the actual invoice amount may be treated as qualified room and board costs.

ROLLOVERS

A Rollover from an Account includes:

Rollovers out of the Plan

- a direct transfer from your Account for a Beneficiary to an account in another qualified tuition program for (1) the same Beneficiary (provided that you have not made a similar transfer to any qualified tuition program for the benefit of that Beneficiary within the previous 12 months) or (2) a person who is a Member of the Family of that Beneficiary, or
- a withdrawal of funds from your Account for a Beneficiary, followed within sixty (60) days of that withdrawal by a contribution of those funds to an account in another qualified tuition program for (1) the same Beneficiary (provided that you have not made a similar transfer to any qualified tuition program for the benefit of that Beneficiary within the previous 12 months) or (2) a person who is a Member of the Family of that Beneficiary.

Intra-Plan Rollovers

- a withdrawal of funds from your Account for a Beneficiary, followed within sixty (60) days of that withdrawal by a contribution of those funds to an Account for a person who is a Member of the Family of that Beneficiary.

No portion of a Rollover from an Account is subject to federal taxation (including the additional 10% tax on earnings).

Rollovers into the Plan

Rollovers from another qualified tuition program are treated as a non-taxable distribution from the distributing qualified tuition program if you (1) change the Beneficiary of the Account to a Member of the Family of the former Beneficiary or, (2) do not change the Beneficiary if the rollover does not occur within 12 months from the date of any previous rollover to a qualified tuition program for the Beneficiary.

To initiate a rollover from another qualified tuition program you must first open a Vermont Higher Education Investment Plan Account. You have the option of withdrawing funds from the former account and, if that is the case, you must deposit the funds within sixty (60) days into either (i) another account for the benefit of another Beneficiary who is a Member of the Family of the former Beneficiary, or (ii) an Account in the Vermont Higher Education Investment Plan Account for the benefit of the same Beneficiary.

You may instruct the Plan to contact another qualified tuition program directly to request the funds from your account in that program be sent electronically to the Vermont Higher Education Investment Plan. Check with the other qualified tuition program first to determine the best approach for you to take. You can call the Plan for further instructions.

Under IRS guidance, the Plan Manager is required to assume that the entire amount of any contribution that is a rollover contribution from another qualified tuition program is earnings in the Account receiving the contribution unless the Plan Manager receives appropriate documentation showing the actual earnings portion of the rollover contribution.

NON-QUALIFIED WITHDRAWALS

A Non-Qualified Withdrawal is any withdrawal that does not meet the requirements of being: (1) a Qualified Withdrawal; or (2) a Rollover. The earnings portion of a Non-Qualified Withdrawal is subject to federal income taxation and the 10% additional federal tax except in certain limited circumstances. See **"Tax Information."**

Information regarding the Vermont income taxation of withdrawals from an Account may be found in "Tax Information" below. You should consult a qualified tax advisor regarding how both state and federal tax laws may apply to your particular circumstances.

OVERSIGHT OF THE PLAN

VSAC is a non-profit public corporation, created in 1965 and existing under and by virtue of Chapter 87 of Title 16 of the Statute. VSAC is governed, and all of its powers are exercised, by an eleven-member Board, which is comprised of the following persons: five appointed by the State governor, one State senator, one State representative, the State treasurer and three members elected by the Board.

The Statute that creates the Plan and designates VSAC as an instrumentality of the State, provides, among other things, that VSAC will administer the Plan and in doing so will have the power and authority to: invest the funds received from Account Owners in appropriate investment vehicles; enter into Participation Agreements with Account Owners; and make provision for the payment of costs of administration and operation of the Plan subject to certain limitations.

Pursuant to the powers established by the Statute, VSAC has engaged Intuition to serve as the Plan Manager under the Management Agreement. See **"The Plan Manager,"** below, for additional information about the Plan Manager and the Management Agreement.

THE PLAN MANAGER AND THE SUBCONTRACTORS

PLAN MANAGER

The Plan Manager is Intuition College Savings Solutions, LLC or Intuition. Spanning over 25 years, Intuition provides a unique combination of expertise and innovation which are helping make educational dreams a reality for families all across America. Currently, Intuition provides comprehensive, customized records management solutions for ten 529 plans and to over one million account holders. The staff at Intuition is comprised of specialized professionals who have in-depth knowledge of the college savings industry, its plans and its products as a whole.

MANAGEMENT AGREEMENT

The Plan Manager has entered into a Management Agreement dated as of August 20, 2015 with VSAC under which Intuition is responsible for providing, directly or through Subcontractors, investment management, administration, recordkeeping, reporting, marketing and other services for the Plan.

INTUITION'S TERM AS PLAN MANAGER

Intuition's current contract to serve as Plan Manager is for an initial five year term which expires September 14, 2020. This term may be extended for an additional one year term at the discretion of VSAC provided that VSAC notifies the Plan Manager in writing of its intention to do so at least one hundred twenty days (120) prior to the expiration date of the initial term. The parties may mutually agree to one of more additional extension terms following the initial extension term. The Management Agreement is subject to the possibility of earlier termination under specified circumstances, such as a material breach of the Management Agreement.

CLS INVESTMENTS, LLC AS INVESTMENT MANAGER

The Plan Manager has subcontracted with CLS to provide investment management services for the Plan. CLS is an SEC-registered investment adviser, third party investment manager, ETF strategist, and long-time trusted partner in the financial services industry. Today, more than 35,000 investors—representing over $6.3 billion in assets—depend on CLS to manage their investment portfolios and help them reach their financial objectives.

GEMINI FUND SERVICES, LLC AS NAV CALCULATION AGENT

The Plan Manager has also subcontracted with Gemini to provide NAV calculation services for the Plan. Currently, Gemini calculates NAVs across multiple 529 plans that consist of age-based options, static options, and individual fund options. In addition to Section 529 assets, Gemini calculates NAVS on 350 mutual funds totaling 782 individual nightly NAVs.

CONSTELLATION TRUST COMPANY AS THE CUSTODIAN

The Plan Manager has subcontracted with Constellation to provide custodial services for the Plan. Constellation provides best-in-class custody and administration services to registered investment advisers, financial institutions, and their clients by providing efficient back-office servicing for 529 plans, mutual funds, variable annuities and brokerage accounts. Currently, Constellation provides services to clients, representing over $3.5 billion in assets, including multiple 529 plans.

REPORTING

ACCOUNT STATEMENTS

You will receive quarterly and annual statements indicating:

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

TAX REPORTS

The Plan will report withdrawals and other matters to the IRS, the State, distributees and other persons, if any, to the extent required pursuant to federal, state, or local law, regulation or ruling. Under federal law, a separate report will be filed by the Plan with the IRS reporting withdrawals from an Account to each distributee reflecting, among other information, the earnings portion withdrawn during the calendar year to which the report pertains. By January 31 of the following year, each distributee (which is deemed to be the Account Owner unless the withdrawal is paid directly to the Beneficiary or to an Eligible Educational Institution on behalf of the Beneficiary) will receive a copy of the report or a corresponding statement.

CONTINUING DISCLOSURE

To promote compliance with Rule 15c2-12(b)(5) under the Securities Exchange Act of 1934, as amended, VSAC, on behalf of the Plan, will execute a Continuing Disclosure Certificate for the benefit of Account Owners. Under the Continuing Disclosure Certificate, the Plan will provide certain financial information and other data (**"Annual Information"**) relating to the Plan and notices of the occurrence of certain events enumerated in the Continuing Disclosure Certificate. The Annual Information and notices of certain enumerated events will be filed by the Plan with the Municipal Securities Rulemaking Board.

FINANCIAL STATEMENTS

Each year, annual financial statements will be prepared for the Plan. Initially, these statements will not be independently audited. However, the Plan's Statement of Fiduciary Net Position and Statement of Changes in Net Fiduciary Position of the Plan will be reported in the footnotes to the VSAC annual audited financial statements, which are available online at www.vsac.org.

TAX INFORMATION

IRS CIRCULAR 230 DISCLOSURE

Pursuant to U.S. Treasury Department regulations, the following statement is provided: Any information contained in this Disclosure Booklet is not intended or written to be used, and cannot be used, by a person as tax advice for the purpose of avoiding any penalties that may be imposed under the Internal Revenue Code. In addition, the information contained in this Disclosure Booklet was written to support the promotion or marketing of the transaction(s) or matter(s) addressed in this Disclosure Booklet. Each taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

The following discussion summarizes certain aspects of federal and state income, gift, estate and generation-skipping transfer tax consequences relating to the Plan and contributions to, earnings of, and withdrawals from the Accounts. The summary is not exhaustive and is not intended as individual tax advice. In addition, there can be no assurance that the Internal Revenue Service ("IRS") or Vermont Department of Taxes will accept the statements made herein or, if challenged, that such statements would be sustained in court. The applicable tax rules are complex, and certain of the rules are at present uncertain, and their application to any particular person may vary according to facts and circumstances specific to that person. The Internal Revenue Code and regulations thereunder, and judicial and administrative interpretations thereof, are subject to change, retroactively and/or prospectively. A qualified tax advisor should be consulted regarding the application of law in individual circumstances.

This summary is based on the relevant provisions of the Internal Revenue Code of 1986, as amended (the **"Code"**), Vermont State tax law and proposed Treasury regulations. It is possible that Congress, the Treasury Department, the IRS, the State of Vermont and other taxing authorities or the courts may take actions that will adversely affect the tax law consequences described and that such adverse effects may be retroactive. No final tax regulations or rulings concerning the Plan have been issued by the IRS and, when issued, such regulations or rulings may alter the tax consequences summarized herein or necessitate changes in the Plan to achieve the tax benefits described. The summary does not address the potential effects on Account Owners or Beneficiaries of the tax laws of any state other than Vermont. You should consult a qualified tax advisor about how the laws apply to your circumstances.

QUALIFIED TUITION PROGRAM

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

FEDERAL TAX INFORMATION

Contributions to a qualified tuition program are not deductible for federal income tax purposes. There are two primary federal income tax advantages to investing in a qualified tuition program, such as the Plan:

- Investment earnings on the money you invest in the Plan will not be subject to federal income tax until they are distributed since they are not includable in the federal gross income of either the Account Owner or the Beneficiary until funds are withdrawn, in whole or in part, from an Account; and
- If the investment earnings are distributed as part of a Qualified Withdrawal, they are free from federal, and in most cases, state income tax.

The treatment of a withdrawal from an Account will vary depending on the nature of the withdrawal, that is, whether the withdrawal is a Qualified Withdrawal or a Non-Qualified Withdrawal.

QUALIFIED WITHDRAWALS

If a Qualified Withdrawal is made from an Account, no portion of the distribution is includable in the gross income of either the Beneficiary or the Account Owner. A Qualified Withdrawal is a withdrawal that is solely used to pay the Qualified Higher Education Expenses of the Beneficiary.

QUALIFIED HIGHER EDUCATION EXPENSES

Qualified Higher Education Expenses include:

- Tuition
- Fees
- Books
- Supplies
- Equipment that is required for the enrollment or attendance of the Beneficiary at an Eligible Educational Institution.

Qualified Higher Education Expenses also include expenses for special needs services in the case of a special needs Beneficiary at an Eligible Educational Institution. In addition, reasonable room and board expenses are considered Qualified Higher Education Expenses for students enrolled on at least a half-time basis at an Eligible Educational Institution.

NON-QUALIFIED WITHDRAWAL (TAXABLE WITHDRAWALS)

There are also potential federal income tax disadvantages to an investment in a qualified tuition program. A Non-Qualified Withdrawal is a distribution from an Account that is not a Qualified Withdrawal or a qualified rollover distribution. To the extent that a distribution from an Account is a Non-Qualified Withdrawal, the portion of the Non-Qualified Withdrawal attributable to investment earnings on the Account will be ordinary income to the recipient of the withdrawal for the year in which the withdrawal is made. No part of the earnings portion will be treated as capital gain. Under current law, the federal tax rates on ordinary income are generally greater than the tax rates on capital gain. The contribution portion of a withdrawal is not includable in gross income.

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

EXCEPTIONS TO PENALTY TAX

The additional 10% federal tax does not apply to Non-Qualified Withdrawals if:

- Paid to the estate of a Beneficiary on or after the death of the Beneficiary;
- Made on account of the disability of the Beneficiary. A person is considered to be disabled if he or she shows proof that he or she cannot do any substantial gainful activity because of his or her physical or mental condition. A physician must determine that his or her condition can be expected to result in death or to be of long-continued and indefinite duration;

- Included in income because the Beneficiary received a tax-free scholarship, up to the amount of the scholarship received by the Beneficiary;
- Made on account of the attendance of the Beneficiary at a U.S. military academy (such as the United States Naval Academy at Annapolis). This exception applies only to the extent that the amount of the distribution does not exceed the costs of advanced education (as defined in Section 2005(d)(3) of Title 10 of the U.S. Code) attributable to such attendance; or
- Included in income only because Qualified Higher Education Expenses paid through a withdrawal from the Plan were taken into account in determining the American Opportunity and Lifetime Learning Tax Credits.

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

ROLLOVERS

No portion of a qualified Rollover distribution is includable in the gross income of either the Beneficiary or the Account Owner or subject to the additional 10% federal tax.

CHANGE OF BENEFICIARY

A change in the Beneficiary of an Account is not treated as a distribution if the new Beneficiary is a Member of the Family of the former Beneficiary. However, if the new Beneficiary is not a Member of the Family of the former Beneficiary, the change is treated as a Non-Qualified Withdrawal by the Account Owner. A change in the Beneficiary of an Account or a transfer to an Account for another Beneficiary may have federal gift tax or generation-skipping transfer (**"GST"**) tax consequences.

EARNINGS

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

CLAIMING A LOSS

A loss can only be claimed when all funds in an Account have been withdrawn and the total distributions from that Account are less than the total contributions made to that Account. If there is a loss on an Account, those losses are not capital losses but claimed as a miscellaneous itemized deduction, subject to a two percent (2%) of adjusted gross income limit for federal income tax purposes. Please consult with your own tax advisor regarding any loss on an Account.

ESTATE AND GIFT TAX

For federal gift and GST tax purposes, contributions to an Account are considered a completed gift from the contributor to the Beneficiary. Accordingly, except as described below, if an Account Owner dies while there is a balance in the Account, the value of the Account is not includable in the Account Owner's estate for federal estate tax purposes. However, amounts in an Account at the death of the Beneficiary are includable in the Beneficiary's gross estate.

An Account Owner's contributions to an Account for a Beneficiary are eligible for the gift tax annual exclusion. Contributions that qualify for the gift tax annual exclusion are generally also excludible for purposes of the federal GST tax, unless an election is made on the federal gift tax return to the contrary. A donor's total contributions to an Account for the Beneficiary in any given year (together with any other gifts made by the donor to the Beneficiary in the year) will not be considered taxable gifts and will generally be excludible for purposes of the GST tax if the gifts do not in total exceed the annual exclusion for the year. Currently, the annual exclusion is $14,000 per donee ($28,000 for a married couple that elects on a federal gift tax return to "split" gifts). This means that in each calendar year you may contribute up to $14,000 to a Beneficiary's Account without the contribution being considered a taxable gift, if you make no other gifts to the Beneficiary in the same year. The annual exclusion is indexed for inflation and therefore is expected to increase over time.

In addition, if your total contributions to an Account for a Beneficiary during a single year exceed the annual exclusion for that year, you may elect to have the amount you contributed that year treated as though you made one-fifth of the contribution that year, and one-fifth of the contribution in each of the next four calendar years. You must make this election on your federal gift tax return by filing IRS Form 709.

This means that you may contribute up to $70,000 in a single year to an Account without the contribution being considered a taxable gift, provided that you make no other gifts to the Beneficiary in the same year in which the contribution is made and in any of the succeeding four calendar years.

Moreover, a married contributor whose spouse elects on a federal gift tax return to have gifts treated as "split" with the contributor, may contribute up to twice that amount ($140,000) without the contribution being considered a taxable gift, provided that neither spouse makes other gifts to the Beneficiary in the same year and in any of the succeeding four calendar years. **An election to have the contribution taken into account ratably over a five-year period must be made by the donor on a federal gift tax return.**

For example, an Account Owner who makes a $70,000 contribution to an Account for a Beneficiary in 2015 may elect to have that contribution treated as a $14,000 gift in 2015 and a $14,000 gift in each of the following four years. If the Account Owner makes no other contributions or gifts to the Beneficiary before January 1, 2020, and has made no excess contributions treated as gifts subject to the one-fifth rule during any of the previous four years, the Account Owner will not be treated as making any taxable gifts to the Beneficiary during that five-year period. As a result, the $70,000 contribution will not be treated as a taxable gift and also will generally be excludible for purposes of the GST tax. However, if the Account Owner dies before the end of the five-year period the portion of the contributions allocable to years after the year of death will be includable in the Account Owner's gross estate for federal estate tax purposes.

CHANGE OF BENEFICIARY

A change of the Beneficiary of an Account or transfer of an Account to another Beneficiary may have federal gift tax consequences. An Account Owner may change the Beneficiary or transfer an Account without gift tax consequences if the new Beneficiary is a Member of the Family of the replaced Beneficiary and the new Beneficiary is assigned to the same generation as the replaced Beneficiary. If the new Beneficiary is a Member of the Family assigned to a younger generation than the replaced Beneficiary, the change will be treated for federal gift tax purposes as a gift. The status of federal gift tax law is unclear as to whether the gift will be considered made by the Account Owner or by the replaced Beneficiary.

A change of the Beneficiary of an Account or a transfer to an Account for another Beneficiary may also have GST tax consequences. A change or transfer will be considered a GST if the new Beneficiary is two or more generations younger than the replaced Beneficiary.

A change of Account ownership may also have gift and/or GST tax consequences. Accordingly, Account Owners should consult their own tax advisors for guidance when considering a change of Beneficiary or Account ownership.

COORDINATION WITH EDUCATION TAX CREDITS

An American Opportunity or a Lifetime Learning Tax Credit may be taken in the same year that funds from your Account are withdrawn. The use will not affect participation in or receipt of benefits from an Account as long as any withdrawal from the Account is not used for the same expenses for which the credit was claimed. Please consult your own tax or financial advisor if you plan to claim these tax credits.

COVERDELL EDUCATION SAVINGS ACCOUNTS (ESA)

An individual may contribute money to, or withdraw money from, both an Account and an education savings account in the same year. The same expenses, however, cannot count both as "qualified education expenses" for education savings account purposes and Qualified Higher Education Expenses for Plan purposes. Accordingly, to the extent the total withdrawals from both programs exceed the amount of the Qualified Higher Education Expenses incurred that qualifies for tax-free treatment under Section 529, the recipient must allocate his or her Qualified Higher Education Expenses between both such withdrawals in order to determine how much may be treated as tax-free under each program. Please consult your tax or financial advisor for further details.

LACK OF CERTAINTY

As of the date of this Disclosure Booklet, proposed regulations have been issued under Section 529 of the Code upon which taxpayers may rely at least until final regulations are issued. The proposed regulations do not, however, provide guidance on various aspects of the Plan. It is uncertain when final regulations will be issued. Therefore, there can be no assurance that the federal tax consequences described herein for Account Owners and Beneficiaries are applicable. Section 529 of the Code or other federal law could be amended in a manner that would materially change or eliminate the federal tax treatment described above. The Plan Manager and VSAC intend to modify the Plan within the constraints of applicable law for the Plan to meet the requirements of Section 529 of the Code.

VERMONT TAX TREATMENT

The following discussion applies only with respect to Vermont taxes. Vermont state tax benefits offered in connection with the Plan are available only to Vermont taxpayers. You should consult with a qualified tax advisor regarding the application of Vermont state tax benefits to your particular circumstances.

If you or the Beneficiary of your Account reside in another state or have taxable income in another state, it is important for you to note that if that state has established a qualified tuition program under Section 529, that state's plan may offer favorable state income tax benefits or other benefits that are only available if you invest in that state's plan, and that are not available to you or the Beneficiary if you invest in this Plan. Those benefits, if any, should be one of the many appropriately weighted factors you consider before making a decision to invest in this Plan. You should consult with a qualified advisor or contact that state's qualified tuition program to find out more about such benefits (including any applicable limitations) and to learn how the features, benefits and limitations of that state's plan may apply to your specific circumstances.

TAX CREDIT ON CONTRIBUTIONS

The tax credit is available only to taxpayers to the extent of their tax liability. Contributions to an Account do not result in Vermont taxable income to the Beneficiary. Any Vermont taxpayer who contributes to an Account may be eligible for the tax credit. A state taxpayer (or, in the case of a married couple filing jointly, each spouse) is eligible for a non-refundable tax credit of 10% of the first $2,500 per Beneficiary contributed to an Account in each taxable year beginning on and after January 1, 2007 (i.e., a nonrefundable tax credit of up to $250, or $500 in the case of a married couple filing jointly, per Beneficiary per year). Rollovers from another state's qualified tuition plan into an Account in the Plan are eligible for this tax credit to the extent the amounts were previously contributed to the other plan and provided they remain in the Plan for the remainder of the taxable year in which the rollover occurs. The amount of any rollover representing earnings from contributions to another state's qualified tuition plan is not eligible for this credit. For contributions to be eligible for the tax credit for a given calendar year, they must be initiated using secure online access at the Plan's website www.vheip.org or postmarked by U.S. mail prior to the end of that year. Details and examples for the Vermont income tax credit can be found in the Vermont Department of Taxes Technical Bulletin TB-66 issued September 5, 2012.

WITHDRAWALS

Earnings from the investment of contributions to an Account generally will not be subject to Vermont income tax until funds are withdrawn in whole or in part from the Account. Vermont income tax treatment of withdrawals is described below.

- The earnings portion of a **Qualified Withdrawal** will not be subject to Vermont income tax.
- The earnings portion of a **Non-Qualified Withdrawal** will be taxed to the recipient.

TAX CREDIT REPAYMENT

Where a distribution constitutes a Non-Qualified Withdrawal, a taxpayer who previously received a tax credit for a contribution to an Account must repay ten percent (10%) of the distribution, up to a maximum of the total credits received by the taxpayer, less the amount of any repayment of the credits in prior tax years.

EXEMPTION OF ASSETS

The assets owned by the Plan and any income derived from those assets are exempt from income taxation by Vermont or any of its political subdivisions.

TAXES IMPOSED BY OTHER JURISDICTIONS

Prospective Account Owners should consider the potential impact of income taxes imposed by jurisdictions other than Vermont. It is possible that other state or local taxes apply to withdrawals from and/or accumulated earnings within the Plan. Account Owners and Beneficiaries should consult their tax advisors about the applicability, if at all, of state or local taxes of other jurisdictions.

Before investing in the Plan, you should consider carefully the following:

- Depending on the laws of your home state or that of your Beneficiary, favorable state tax treatment or other benefits offered by your home state for investing in 529 college savings plans may be available only if you invest in your home state's 529 college savings plan;
- Any state-based benefit offered with respect to a particular 529 college savings plan should be one of many appropriately weighted factors to be considered in making an investment decision; and
- You should consult with your financial, tax or other advisor to learn more about how state-based benefits (including any limitations) would apply to your specific circumstances. You may also wish to contact your home state or any other 529 college savings plan to learn more about the features, benefits and limitations of that state's 529 college savings plan.

APPENDIX I

Summaries of the Underlying Mutual Funds

The following provides a summary of the Mutual Funds (each, a "Fund") in which certain of the Investment Portfolios invest. The DFA Dimensional Fund Advisors LP ("DFA") Inflation-Protected Securities Fund is managed by Dimensional Fund Advisors LP; the Federated Treasury Obligations Fund is managed by Federated Investment Management Company; the TIAA-CREF Funds are managed by Teachers Advisors, Inc.; and the Vanguard Funds are managed by The Vanguard Group, Inc. with the exception of the Vanguard High Yield Corporate Fund which is managed by Wellington Management Company LLP. Information about each of the Mutual Funds can be found by visiting the specific fund family website: Dimensional Fund Advisors website: http://us.dimensional.com; Federated Investors: http://www.federatedinvestors.com/FII/home.do; TIAA-CREF: https://www.tiaa-cref.org; and Vanguard: https://investor.vanguard.com/home/.

Dimensional Fund Advisors LP ("DFA") Inflation-Protected Securities Portfolio (DIPSX)

INVESTMENT OBJECTIVE

The investment objective of the Dimensional Fund Advisors LP ("DFA") Inflation-Protected Securities Portfolio (the **"Inflation-Protected Portfolio"**) is to provide inflation protection and earn current income consistent with inflation-protected securities.

PRINCIPAL INVESTMENT STRATEGIES

The Inflation-Protected Portfolio seeks its investment objective by investing in a universe of inflation-protected securities that are structured to provide returns linked to the rate of inflation over the long-term. The Inflation-Protected Portfolio ordinarily invests in inflation-protected securities issued by the U.S. Government and its agencies and instrumentalities and the credit quality of such inflation-protected securities will be that of such applicable U.S. government, agency or instrumentality issuer.

As a non-fundamental policy, under normal circumstances, the Portfolio will invest at least 80% of its net assets in inflation-protected securities. Inflation-protected securities (also known as inflation-indexed securities) are securities whose principal and/or interest payments are adjusted for inflation, unlike conventional debt securities that make fixed principal and interest payments. Inflation-protected securities include Treasury Inflation-Protected Securities (**"TIPS"**), which are securities issued by the U.S. Treasury. The principal value of TIPS is adjusted for inflation (payable at maturity) and the semi-annual interest payments by TIPS equal a fixed percentage of the inflation-adjusted principal amount. These inflation adjustments are based upon the Consumer Price Index for Urban Consumers (**"CPI-U"**). The original principal value of TIPS is guaranteed, even during periods of deflation. At maturity, TIPS are redeemed at the greater of their inflation-adjusted principal or par amount at original issue. Other types of inflation-protected securities may use other methods to adjust for inflation and other measures of inflation. In addition, inflation-protected securities issued by entities other than the U.S. Treasury may not provide a guarantee of principal value at maturity.

Generally, the Inflation-Protected Portfolio will purchase inflation-protected securities with maturities between five and twenty years from the date of settlement, although it is anticipated that, at times, the Portfolio will purchase securities outside of this range. The Portfolio ordinarily will have an average weighted maturity, based upon market values, between three to twelve years.

The Inflation-Protected Portfolio is authorized to invest more than 25% of its total assets in Treasury bonds, bills and notes and obligations of U.S. government agencies and instrumentalities. The Portfolio will not shift the maturity of its investments in anticipation of interest rate movements.

The Inflation-Protected Portfolio may lend its portfolio securities to generate additional income.

DFA INFLATION-PROTECTED SECURITIES PORTFOLIO UNDERLYING INVESTMENT RISKS

The principal risks of investing in this fund are: **Market Risk, Interest Rate Risk, Inflation-Protected Securities Interest Rate Risk, Credit Risk, Risks of Investing for Inflation Protection, Income Risk, Liquidity Risk, and Securities Lending Risk.**

MARKET RISK

Even a long-term investment approach cannot guarantee a profit. Economic, political, and issuer-specific events will cause the value of securities, and the Inflation-Protected Portfolio that owns them, to rise or fall. Because the value of your investment in the Portfolio will fluctuate, there is the risk that you will lose money.

INTEREST RATE RISK

Fixed income securities are subject to interest rate risk because the prices of fixed income securities tend to move in the opposite direction of interest rates. When interest rates rise, fixed income security prices fall. When interest rates fall, fixed income security prices rise. In general, fixed income securities with longer maturities are more sensitive to changes in interest rates.

INFLATION-PROTECTED SECURITIES INTEREST RATE RISK

Inflation-protected securities may react differently from other fixed income securities to changes in interest rates. Because interest rates on inflation-protected securities are adjusted for inflation, the values of these securities are not materially affected by inflation expectations. Therefore, the value of inflation-protected securities are anticipated to change in response to changes in "real" interest rates, which represent nominal (stated) interest rates reduced by the expected impact of inflation. Generally, the value of an inflation-protected security will fall when real interest rates rise and will rise when real interest rates fall.

CREDIT RISK

Credit risk is the risk that the issuer of a security may be unable to make interest payments and/or repay principal when due. A downgrade to an issuer's credit rating or a perceived change in an issuer's financial strength may affect a security's value, and thus, impact the Inflation-Protected Portfolio's performance. Government agency obligations have different levels of credit support and, therefore, different degrees of credit risk. Securities issued by agencies and instrumentalities of the U.S. Government that are supported by the full faith and credit of the United States, such as the Federal Housing Administration and Ginnie Mae, present little credit risk. Other securities issued by agencies and instrumentalities sponsored by the U.S. Government, that are supported only by the issuer's right to borrow from the U.S. Treasury, subject to certain limitations, and securities issued by agencies and instrumentalities sponsored by the U.S. Government that are sponsored by the credit of the issuing agencies, such as Freddie Mac and Fannie Mae, are subject to a greater degree of credit risk. U.S. government agency securities issued or guaranteed by the credit of the agency may still involve a risk of non-payment of principal and/or interest.

RISKS OF INVESTING FOR INFLATION PROTECTION

Because the interest and/or principal payments on an inflation-protected security are adjusted periodically for changes in inflation, the income distributed by the Inflation-Protected Portfolio may be irregular. Although the U.S. Treasury guarantees to pay at least the original face value of any inflation-protected securities the Treasury issues, other issuers may not offer the same guarantee. Also, inflation-protected securities, including those issued by the U.S. Treasury, are not protected against deflation. As a result, in a period of deflation, the principal and income of inflation-protected securities held by the Portfolio will decline and the Portfolio may suffer a loss during such periods. While inflation-protected securities are expected to be protected from long-term inflationary trends, short-term increases in inflation may lead to a decline in the Portfolio's value. For example, if interest rates rise due to reasons other than inflation, the Portfolio's investment in these securities may not be protected to the extent that the increase is not reflected in the securities' inflation measures. In addition, positive adjustments to principal generally will result in taxable income to the Portfolio at the time of such adjustments (which generally would be distributed by the Portfolio as part of its taxable dividends), even though the principal amount is not paid until maturity. The current market value of inflation-protected securities is not guaranteed and will fluctuate.

INCOME RISK

Income risk is the risk that falling interest rates will cause the Inflation-Protected Portfolio's income to decline because, among other reasons, the proceeds from maturing short-term securities in its portfolio may be reinvested in lower-yielding securities.

LIQUIDITY RISK

Liquidity risk exists when particular portfolio investments are difficult to purchase or sell. To the extent that the Inflation-Protected Portfolio holds illiquid investments, the Portfolio's performance may be reduced due to an inability to sell the investments at opportune prices or times. Liquid portfolio investments may become illiquid or less liquid after purchase by the Inflation-Protected Portfolio due to low trading volume, adverse investor perceptions and/or other market developments. Liquidity risk includes the risk that the Inflation-Protected Portfolio will experience significant net redemptions at a time when it cannot find willing buyers for its portfolio securities or can only sell its portfolio securities at a material loss. Liquidity risk can be more pronounced in periods of market turmoil.

SECURITIES LENDING RISK

Securities lending involves the risk that the borrower may fail to return the securities in a timely manner or at all. As a result, the Inflation-Protected Portfolio may lose money and there may be a delay in recovering the loaned securities. The Portfolio could also lose money if it does not recover the securities and/or the value of the collateral falls, including the value of investments made with cash collateral. Securities lending also may have certain adverse tax consequences.

An investment in the Fund is not a deposit of a bank and is not insured or guaranteed by the FDIC or any other governmental agency.

Federated Treasury Obligations Fund (TOIXX)

INVESTMENT OBJECTIVE

A money market mutual fund seeking to provide current income consistent with stability of principal by investing primarily in a portfolio of short-term U.S. Treasury securities.

PRINCIPAL INVESTMENT STRATEGIES

The Fund invests exclusively in a portfolio of short-term U.S. Treasury securities, as well as repurchase agreements collateralized fully by U.S. Treasury securities. The Fund may also hold cash. In pursuing its investment objective and implementing its investment strategies, the Fund will comply with Rule 2a-7 under the Investment Company Act of

1940 ("Rule 2a-7"). Because the Fund refers to Treasury investments in its name, the SEC requires the Fund to notify shareholders at least sixty (60) days in advance of any change in its investment policies that would enable the Fund to normally invest less than 80% of its assets (plus any borrowings for investment purposes) in Treasury investments.

PRINCIPAL RISKS

All mutual funds take investment risks. Therefore, even though the Fund is a money market fund that seeks to maintain a stable NAV, it is possible to lose money by investing in the Fund. The Shares offered by this Prospectus are not deposits or obligations of any bank, are not endorsed or guaranteed by any bank and are not insured or guaranteed by the U.S. government, the Federal Deposit Insurance Corporation, the Federal Reserve Board or any other government agency.

FEDERATED TREASURY OBLIGATIONS FUND UNDERLYING INVESTMENT RISKS

The primary factors that may negatively impact the Fund's ability to maintain a stable NAV, delay the payment of redemptions by the Fund, or reduce the Fund's daily dividends include: **Interest Rate Risk, Counterparty Credit Risk, Risk Associated with Investing Share Purchase Proceeds, Risk Associated with use of Amortized Cost, Additional Factors Affecting Yield, Regulatory Reform Risk, and Technology Risk.**

INTEREST RATE RISK

Prices of U.S. Treasury securities generally fall when interest rates rise. Interest rate changes have a greater effect on the price of U.S. Treasury securities with longer maturities.

COUNTERPARTY CREDIT RISK

A party to a transaction involving the Fund may fail to meet its obligations. This could cause the Fund to lose money or to lose the benefit of the transaction or prevent the Fund from selling or buying other securities to implement its investment strategies.

RISK ASSOCIATED WITH INVESTING SHARE PURCHASE PROCEEDS

On days during which there are net purchases of Fund Shares, the Fund must invest the proceeds at prevailing market yields or hold cash. If the Fund holds cash, or if the yield of the securities purchased is less than that of the securities already in the portfolio, the Fund's yield will likely decrease. Conversely, net purchases on days on which short-term yields rise will likely cause the Fund's yield to increase. In the event of significant changes in short-term yields or significant net purchases, the Fund retains the discretion to close to new investments. However, the Fund is not required to close, and no assurance can be given that this will be done in any given circumstance.

RISK ASSOCIATED WITH USE OF AMORTIZED COST

In the unlikely event that the Fund's Board of Trustees (**"Board"**) were to determine, pursuant to Rule 2a-7, that the extent of the deviation between the Fund's amortized cost per Share and its market-based NAV per Share may result in material dilution or other unfair results to shareholders, the Board will cause the Fund to take such action as it deems appropriate to eliminate or reduce to the extent practicable such dilution or unfair results.

ADDITIONAL FACTORS AFFECTING YIELD

There is no guarantee that the Fund will provide a certain level of income or that any such income will exceed the rate of inflation. Further, the Fund's yield will vary.

REGULATORY REFORM RISK

Changes in the laws and regulations applicable to and governing money market funds, such as Rule 2a-7 under the 1940 Act, can impact the Fund. On July 23, 2014, the SEC voted to amend Rule 2a-7 and other rules and forms related to money market funds. These amendments may affect the manner in which the Fund is structured and operated, as well as the Fund's expenses and returns. Compliance with many of these amendments will be required on October 14, 2016, two years after the effective date for the amendments. (U.S. government money market funds are exempt from a number of the changes required by these amendments). As a result of these amendments, the Fund may be required to take certain steps that impact the Fund and the precise nature of such impact has not yet been determined.

TECHNOLOGY RISK

The Adviser uses various technologies in managing the Fund, consistent with its investment objective and strategy described in this Prospectus. For example, proprietary and third-party data and systems are utilized to support decision making for the Fund. Data imprecision, software or other technology malfunctions, programming inaccuracies and similar circumstances may impair the performance of these systems, which may negatively affect Fund performance.

An investment in the Fund is not a deposit of a bank and is not insured or guaranteed by the FDIC or any other governmental agency.

TIAA-CREF International Equity Index Fund (TCIEX)

INVESTMENT OBJECTIVE

The Fund seeks a favorable long-term total return, mainly through capital appreciation, by investing primarily in a portfolio of foreign equity investments based on a market index.

PRINCIPAL INVESTMENT STRATEGIES

Under normal circumstances, the Fund invests at least 80% of its assets in securities of its benchmark index (the MSCI EAFE® Index). The MSCI EAFE® Index measures stock performance in certain countries outside North America. The Fund buys most, but not necessarily all, of the stocks included in its benchmark index, and will attempt to closely match the overall investment characteristics of its benchmark index. For purposes of the 80% investment policy, the term "assets" means net assets, plus the amount of any borrowings for investment purposes.

The Fund is designed to track various foreign equity markets as a whole or a segment of these markets. The Fund primarily invests its assets in equity securities its investment adviser, Teachers Advisors, Inc. (**"Advisors"**), has selected to track a designated stock market index. Because the return of an index is not reduced by investment and other operating expenses, the Fund's ability to match the returns of the MSCI EAFE® Index is negatively affected by the costs of buying and selling securities as well as the Fund's fees and other expenses. The use of a particular index by the Fund is not a fundamental policy and may be changed without shareholder approval. The portfolio management team of Advisors will attempt to build a portfolio that generally matches the market weighted investment characteristics of the Fund's benchmark index.

PRINCIPAL INVESTMENT RISKS

You could lose money over short or long periods by investing in this Fund. An investment in the Fund, due to the nature of the Fund's portfolio holdings, typically is subject to the following principal investment risks.

TIAA-CREF INTERNATIONAL EQUITY INDEX FUND UNDERLYING INVESTMENT RISKS

The principal risks of investing in this fund are: **Market Risk, Issuer Risk (often called Financial Risk), Foreign Investment Risk, Index Risk, Large-Cap Risk, and Mid-Cap Risk.**

MARKET RISK

The risk that market prices of portfolio investments held by the Fund may fall rapidly or unpredictably due to a variety of factors, including changing economic, political or market conditions. Market risk may affect a single issuer, industry or sector of the economy, or it may affect the market as a whole.

ISSUER RISK (OFTEN CALLED FINANCIAL RISK)

The risk that an issuer's earnings prospects and overall financial position will deteriorate, causing a decline in the value of the issuer's financial instruments over short or extended periods of time.

FOREIGN INVESTMENT RISK

Foreign markets can be more volatile than the U.S. market due to increased risks of adverse issuer, political, regulatory, currency, market or economic developments and can result in greater price volatility and perform differently from financial instruments of U.S. issuers. This risk may be heightened in emerging or developing markets. Foreign investments may also be less liquid and more difficult to value than investments in U.S. issuers.

INDEX RISK

The risk that the Fund's performance will not correspond to its benchmark index for any period of time and may underperform such index or the overall stock market. Additionally, to the extent that the Fund's investments vary from the composition of its benchmark index, the Fund's performance could potentially vary from the index's performance to a greater extent than if the Fund merely attempted to replicate the index.

LARGE-CAP RISK

The risk that large-capitalization companies are more mature and may grow more slowly than the economy as a whole and tend to go in and out of favor based on market and economic conditions.

MID-CAP RISK

The risk that the stocks of mid-capitalization companies often experience greater price volatility, lower trading volume and less liquidity than the stocks of larger, more established companies.

An investment in the Fund is not a deposit of a bank and is not insured or guaranteed by the FDIC or any other governmental agency.

TIAA-CREF Large-Cap Growth Index Fund (TILIX)

INVESTMENT OBJECTIVE

The Fund seeks a favorable long-term total return, mainly through capital appreciation, by investing primarily in a portfolio of equity securities of large domestic growth companies based on a market index.

PRINCIPAL INVESTMENT STRATEGIES

Under normal circumstances, the Fund invests at least 80% of its assets in securities of its benchmark index (the Russell 1000® Growth Index). For purposes of the 80% investment policy, "large-cap" securities are securities of issuers with a capitalization equal to or greater than the top 80% of issuers by capitalization within the Russell 1000® Index at the time of purchase. The Russell 1000® Growth Index is a subset of the Russell 1000® Index, which represents the performance of the large-cap growth segment of the U.S. equity universe. It includes those Russell 1000® Index companies with higher price-to-book ratios and higher forecasted growth values. The Fund buys most, but not necessarily all, of the stocks in its benchmark index, and will attempt to closely match the overall investment characteristics of its benchmark index. For purposes of the 80% investment policy, the term "assets" means net assets, plus the amount of any borrowings for investment purposes.

The Fund is designed to track various U.S. equity markets as a whole or a segment of these markets. The Fund primarily invests its assets in equity securities its investment adviser, Teachers Advisors, Inc. ("Advisors"), has selected to track a designated stock market index. Because the return of an index is not reduced by investment and other operating expenses, the Fund's ability to match the returns of the Russell 1000® Growth Index is negatively affected by the costs of buying and selling securities as well as the Fund's fees and other expenses. The use of a particular index by the Fund is not a fundamental policy and may be changed without shareholder approval. The portfolio management team of Advisors will attempt to build a portfolio that generally matches the market weighted investment characteristics of the Fund's benchmark index.

PRINCIPAL INVESTMENT RISKS

You could lose money over short or long periods by investing in this Fund. An investment in the Fund, due to the nature of the Fund's portfolio holdings, typically is subject to the following principal investment risks.

TIAA-CREF LARGE-CAP GROWTH INDEX FUND UNDERLYING INVESTMENT RISKS

The principal risks of investing in this fund are: **Market Risk, Index Risk, Issuer Risk (Financial Risk), Style Risk, Risks of Growth Investing and Large-Cap Risk.**

MARKET RISK

The risk that market prices of portfolio investments held by the Fund may fall rapidly or unpredictably due to a variety of factors, including changing economic, political or market conditions. Market risk may affect a single issuer, industry or sector of the economy, or it may affect the market as a whole.

INDEX RISK

The risk that the Fund's performance will not correspond to its benchmark index for any period of time and may underperform such index or the overall stock market. Additionally, to the extent that the Fund's investments vary from the composition of its benchmark index, the Fund's performance could potentially vary from the index's performance to a greater extent than if the Fund merely attempted to replicate the index.

ISSUER RISK (OFTEN CALLED FINANCIAL RISK)

The risk that an issuer's earnings prospects and overall financial position will deteriorate, causing a decline in the value of the issuer's financial instruments over short or extended periods of time.

STYLE RISK

The risk that use of a particular investing style (such as growth or value investing) may fall out of favor in the marketplace for various periods of time and result in underperformance relative to the broader market sector or significant declines in the value of the Fund's portfolio investments.

RISKS OF GROWTH INVESTING

Due to their relatively high valuations, growth stocks are typically more volatile than value stocks and may experience a larger decline on a forecast of lower earnings, or a negative event or market development, than would a value stock.

LARGE-CAP RISK

The risk that large-capitalization companies are more mature and may grow more slowly than the economy as a whole and tend to go in and out of favor based on market and economic conditions.

An investment in the Fund is not a deposit of a bank and is not insured or guaranteed by the FDIC or any other governmental agency.

TIAA-CREF Large-Cap Value Index Fund (TILVX)

INVESTMENT OBJECTIVE

The Fund seeks a favorable long-term total return, mainly through capital appreciation, by investing primarily in a portfolio of equity securities of large domestic value companies based on a market index.

PRINCIPAL INVESTMENT STRATEGIES

Under normal circumstances, the Fund invests at least 80% of its assets in securities of its benchmark index (the Russell 1000® Value Index). For purposes of the 80% investment policy, "large-cap" securities are securities of issuers with a capitalization equal to or greater than the top 80% of issuers by capitalization within the Russell 1000® Index at the time of purchase. The Russell 1000® Value Index is a subset of the Russell 1000® Index, which represents the performance of the large-cap value segment of the U.S. equity universe. It includes those Russell 1000® Index companies with lower price-to-book ratios and lower expected growth values. The Fund buys most, but not necessarily all, of the stocks in its benchmark index, and will attempt to closely match the overall investment characteristics of its benchmark index. For purposes of the 80% investment policy, the term "assets" means net assets, plus the amount of any borrowings for investment purposes. The Fund is designed to track various U.S. equity markets as a whole or a segment of these markets. The Fund primarily invests its assets in equity securities its investment adviser, Teachers Advisors, Inc. ("Advisors"), has selected to track a designated stock market index. Because the return of an index is not reduced by investment and other operating expenses, the Fund's ability to match the returns of the Russell 1000® Value Index is negatively affected by the costs of buying and selling securities as well as the Fund's fees and other expenses. The use of a particular index by the Fund is not a fundamental policy and may be changed without shareholder approval. The portfolio management team of Advisors will attempt to build a portfolio that generally matches the market weighted investment characteristics of the Fund's benchmark index.

PRINCIPAL INVESTMENT RISKS

You could lose money over short or long periods by investing in this Fund. An investment in the Fund, due to the nature of the Fund's portfolio holdings, typically is subject to the following principal investment risks.

TIAA-CREF LARGE-CAP VALUE INDEX FUND UNDERLYING INVESTMENT RISKS

The principal risks of investing in this fund are: **Market Risk, Index Risk, Issuer Risk (often called Financial Risk), Style Risk, Risks of Value Investing and Large-Cap Risk.**

MARKET RISK

The risk that market prices of portfolio investments held by the Fund may fall rapidly or unpredictably due to a variety of factors, including changing economic, political or market conditions. Market risk may affect a single issuer, industry or sector of the economy, or it may affect the market as a whole.

INDEX RISK

The risk that the Fund's performance will not correspond to its benchmark index for any period of time and may underperform such index or the overall stock market. Additionally, to the extent that the Fund's investments vary from the composition of its benchmark index, the Fund's performance could potentially vary from the index's performance to a greater extent than if the Fund merely attempted to replicate the index.

ISSUER RISK (OFTEN CALLED FINANCIAL RISK)

The risk that an issuer's earnings prospects and overall financial position will deteriorate, causing a decline in the value of the issuer's financial instruments over short or extended periods of time.

STYLE RISK

The risk that use of a particular investing style (such as growth or value investing) may fall out of favor in the marketplace for various periods of time and result in underperformance relative to the broader market sector or significant declines in the value of the Fund's portfolio investments.

RISKS OF VALUE INVESTING

Securities believed to be undervalued are subject to the risks that the issuer's potential business prospects are not realized, its potential value is never recognized by the market or the securities were appropriately priced when acquired. As a result, value stocks can be overpriced when acquired and may not perform as anticipated.

LARGE-CAP RISK

The risk that large-capitalization companies are more mature and may grow more slowly than the economy as a whole and tend to go in and out of favor based on market and economic conditions.

An investment in the Fund is not a deposit of a bank and is not insured or guaranteed by the FDIC or any other governmental agency.

Vanguard 500 Index Fund (VFIAX)

INVESTMENT OBJECTIVE

The Fund seeks to track the performance of a benchmark index that measures the investment return of large-capitalization stocks.

PRINCIPAL INVESTMENT STRATEGIES

The Fund employs an indexing investment approach designed to track the performance of the Standard & Poor's 500 Index, a widely recognized benchmark of U.S. stock market performance that is dominated by the stocks of large U.S. companies. The Fund attempts to replicate the target index by investing all, or substantially all, of its assets in the stocks that make up the Index, holding each stock in approximately the same proportion as its weighting in the Index.

PRINCIPAL RISKS

An investment in the Fund could lose money over short or even long periods. You should expect the Fund's share price and total return to fluctuate within a wide range, like the fluctuations of the overall stock market.

VANGUARD 500 INDEX FUND UNDERLYING INVESTMENT RISKS

The Fund is subject to the following risks, which could affect the Fund's performance:
The principal risks of investing in this fund are: **Stock Market Risk** and **Investment Style Risk.**

STOCK MARKET RISK

This is the chance that stock prices overall will decline. Stock markets tend to move in cycles, with periods of rising prices and periods of falling prices. The Fund's target index tracks a subset of the U.S. stock market, which could cause the Fund to perform differently from the overall stock market. In addition, the Fund's target index may, at times, become focused in stocks of a particular market sector, which would subject the Fund to proportionately higher exposure to the risks of that sector.

INVESTMENT STYLE RISK

This is the chance that returns from large-capitalization stocks will trail returns from the overall stock market. Large-cap stocks tend to go through cycles of doing better—or worse—than other segments of the stock market or the stock market in general. These periods have, in the past, lasted for as long as several years.

An investment in the Fund is not a deposit of a bank and is not insured or guaranteed by the FDIC or any other governmental agency.

Vanguard Emerging Markets Stock Index Fund (VEMIX)

INVESTMENT OBJECTIVE

The Fund seeks to track the performance of a benchmark index that measures the investment return of stocks issued by companies located in emerging market countries.

PRINCIPAL INVESTMENT STRATEGIES

The Fund employs an indexing investment approach by investing substantially all (approximately 95%) of its assets in the common stocks included in the FTSE Emerging Index, while employing a form of sampling intended to reduce risk. The FTSE Emerging Index includes approximately 907 common stocks of companies located in emerging markets around the world.

PRINCIPAL RISKS

An investment in the Fund could lose money over short or even long periods. You should expect the Fund's share price and total return to fluctuate within a wide range, like the fluctuations of global stock markets.

VANGUARD EMERGING MARKETS STOCK INDEX FUND UNDERLYING INVESTMENT RISKS

The Fund is subject to the following risks, which could affect the Fund's performance:
The principal risks of investing in this fund are: **Stock Market Risk, Emerging Markets Risk, Country/Regional Risk, Currency Risk and Index Sampling Risk.**

STOCK MARKET RISK

This is the chance that stock prices overall will decline. Stock markets tend to move in cycles, with periods of rising prices and periods of falling prices. The Fund's investments in foreign stocks can be riskier than U.S. stock investments. Foreign stocks tend to be more volatile and less liquid than U.S. stocks. The prices of foreign stocks and the prices of U.S. stocks may move in opposite directions. In addition, the Fund's target index may, at times, become focused in stocks of a particular market sector, which would subject the Fund to proportionately higher exposure to the risks of that sector.

EMERGING MARKETS RISK

This is the chance that the stocks of companies located in emerging markets will be substantially more volatile, and substantially less liquid, than the stocks of companies located in more developed foreign markets because, among other factors, emerging markets can have greater custodial and operational risks; less developed legal, regulatory, and accounting systems; and greater political, social, and economic instability than developed markets.

COUNTRY/REGIONAL RISK

This is the chance that world events—such as political upheaval, financial troubles, or natural disasters—will adversely affect the value of securities issued by companies in foreign countries or regions. The Index's, and therefore the Fund's, heavy exposure to China, Taiwan, Brazil, India, and South Africa subjects the Fund to a higher degree of country risk than that of more geographically diversified international funds.

CURRENCY RISK

This is the chance that the value of a foreign investment, measured in U.S. dollars, will decrease because of unfavorable changes in currency exchange rates. Currency risk is especially high in emerging markets.

INDEX SAMPLING RISK

This is the chance that the securities selected for the Fund, in the aggregate, will not provide investment performance matching that of the Fund's target index. Index sampling risk for the Fund should be low.

An investment in the Fund is not a deposit of a bank and is not insured or guaranteed by the FDIC or any other governmental agency.

Vanguard High-Yield Corporate Fund (VWEAX)

INVESTMENT OBJECTIVE

The Fund seeks to provide a high level of current income.

PRINCIPAL INVESTMENT STRATEGIES

The Fund invests primarily in a diversified group of high-yielding, higher-risk corporate bonds—commonly known as "junk bonds"—with medium- and lower-range credit- quality ratings. The Fund invests at least 80% of its assets in corporate bonds that are rated below Baa by Moody's Investors Service, Inc. (Moody's); have an equivalent rating by any other independent bond-rating agency; or, if unrated, are determined to be of comparable quality by the Fund's advisor.

The Fund may not invest more than 20% of its assets in any of the following, taken as a whole: bonds with credit ratings lower than B or the equivalent, convertible securities, preferred stocks, and fixed and floating rate loans of medium- to lower-range credit quality. The loans in which the Fund may invest will be rated Baa or below by Moody's; have an equivalent rating by any other independent bond-rating agency; or, if unrated, are determined to be of comparable quality by the Fund's advisor. The Fund's high-yield bonds and loans mostly have short- and intermediate-term maturities.

PRINCIPAL RISKS

An investment in the Fund could lose money over short or even long periods. You should expect the Fund's share price and total return to fluctuate within a wide range. The Fund is subject to the following risks, which could affect the Fund's performance:

VANGUARD HIGH-YIELD CORPORATE FUND UNDERLYING INVESTMENT RISKS

The principal risks of investing in this fund are: **Credit Risk, Income Risk, Interest Rate Risk, Liquidity Risk and Manager Risk.**

CREDIT RISK

This is the chance that a bond or loan issuer will fail to pay interest and principal in a timely manner or that negative perceptions of the issuer's ability to make such payments will cause the price of that bond or loan to decline. Credit risk should be high for the Fund because it invests primarily in bonds and loans with medium- and lower-range credit-quality ratings.

INCOME RISK

This is the chance that the Fund's income will decline because of falling interest rates. Income risk is generally high for short-term bond funds and moderate for intermediate-term bond funds, so investors should expect the Fund's monthly income to fluctuate accordingly.

INTEREST RATE RISK

This is the chance that bond or loan prices will decline because of rising interest rates. Interest rate risk should be moderate for the Fund because it invests primarily in short- and intermediate-term bonds, whose prices are less sensitive to interest rate changes than are the prices of long-term bonds.

LIQUIDITY RISK

This is the chance that the Fund may not be able to sell a security in a timely manner at a desired price. Liquidity risk is generally low for short-term corporate bonds and loans and moderate for intermediate-term corporate bonds and loans.

MANAGER RISK

This is the chance that poor security selection will cause the Fund to underperform relevant benchmarks or other funds with a similar investment objective.

An investment in the Fund is not a deposit of a bank and is not insured or guaranteed by the FDIC or any other governmental agency.

Vanguard Long-Term Treasury Fund (VUSUX)

INVESTMENT OBJECTIVE

The Fund seeks to provide a high and sustainable level of current income.

PRINCIPAL INVESTMENT STRATEGIES

The Fund invests at least 80% of its assets in U.S. Treasury securities, which include bills, bonds, and notes issued by the U.S. Treasury. The Fund is expected to maintain a dollar-weighted average maturity of 15 to 30 years.

PRINCIPAL RISKS

An investment in the Fund could lose money over short or even long periods. You should expect the Fund's share price and total return to fluctuate within a wide range, like the fluctuations of the overall bond market. The Fund is subject to the following risks, which could affect the Fund's performance:

VANGUARD LONG-TERM TREASURY FUND UNDERLYING INVESTMENT RISKS

The principal risks of investing in this fund are: **Interest Rate Risk** and **Manager Risk.**

INTEREST RATE RISK

This is the chance that bond prices will decline because of rising interest rates. Interest rate risk should be high for the Fund because it invests primarily in long-term bonds, whose prices are much more sensitive to interest rate changes than are the prices of short-term bonds.

MANAGER RISK

This is the chance that poor security selection will cause the Fund to underperform relevant benchmarks or other funds with a similar investment objective.

An investment in the Fund is not deposit of a bank and is not insured or guaranteed by the FDIC or any other governmental agency.

Vanguard Mid-Cap Index Fund (VMCIX)

INVESTMENT OBJECTIVE

The Fund seeks to track the performance of a benchmark index that measures the investment return of mid-capitalization stocks.

PRINCIPAL INVESTMENT STRATEGIES

The Fund employs an indexing investment approach designed to track the performance of the CRSP US Mid Cap Index, a broadly diversified index of stocks of mid-size U.S. companies. The Fund attempts to replicate the target index by investing all, or substantially all, of its assets in the stocks that make up the Index, holding each stock in approximately the same proportion as its weighting in the Index.

PRINCIPAL RISKS

An investment in the Fund could lose money over short or even long periods. You should expect the Fund's share price and total return to fluctuate within a wide range, like the fluctuations of the overall stock market.

VANGUARD MID-CAP INDEX FUND UNDERLYING INVESTMENT RISKS

The Fund is subject to the following risks, which could affect the Fund's performance:
The principal risks of investing in this fund are: **Stock Market Risk** and **Investment Style Risk.**

STOCK MARKET RISK

This is the chance that stock prices overall will decline. Stock markets tend to move in cycles, with periods of rising prices and periods of falling prices. The Fund's target index tracks a subset of the U.S. stock market, which could cause the Fund to perform differently from the overall stock market. In addition, the Fund's target index may, at times, become focused in stocks of a particular market sector, which would subject the Fund to proportionately higher exposure to the risks of that sector.

INVESTMENT STYLE RISK

This is the chance that returns from mid-capitalization stocks will trail returns from the overall stock market. Historically, mid-cap stocks have been more volatile in price than the large-cap stocks that dominate the overall market, and they often perform quite differently. Mid-size companies tend to have greater stock volatility because, among other things, these companies are more sensitive to changing economic conditions.

An investment in the Fund is not a deposit of a bank and is not insured or guaranteed by the FDIC or any other governmental agency.

Vanguard REIT Index Fund (VGSNX)

INVESTMENT OBJECTIVE

The Fund seeks to provide a high level of income and moderate long-term capital appreciation by tracking the performance of a benchmark index that measures the performance of publicly traded equity REITs.

PRINCIPAL INVESTMENT STRATEGIES

The Fund employs an indexing investment approach designed to track the performance of the MSCI US REIT Index. The Index is composed of stocks of publicly traded equity real estate investment trusts (known as REITs). The Fund attempts to replicate the Index by investing all, or substantially all, of its assets in the stocks that make up the Index, holding each stock in approximately the same proportion as its weighting in the Index.

PRINCIPAL RISKS

An investment in the Fund could lose money over short or even long periods. You should expect the Fund's share price and total return to fluctuate within a wide range, like the fluctuations of the overall stock market. The Fund is subject to the following risks, which could affect the Fund's performance:

VANGUARD REIT INDEX FUND UNDERLYING INVESTMENT RISKS

The principal risks of investing in this fund are: **Industry Concentration Risk, Stock Market Risk, Interest Rate Risk** and **Investment Style Risk.**

INDUSTRY CONCENTRATION RISK

This is the chance that the stocks of REITs will decline because of adverse developments affecting the real estate industry and real property values. Because the Fund concentrates its assets in REIT stocks, industry concentration risk is high.

STOCK MARKET RISK

This is the chance that stock prices overall will decline. Stock markets tend to move in cycles, with periods of rising prices and periods of falling prices. The Fund's target index may, at times, become focused in stocks of a limited number of companies, which could cause the Fund to underperform the overall stock market.

INTEREST RATE RISK

This is the chance that REIT stock prices overall will decline because of rising interest rates. Interest rate risk should be high for the Fund.

INVESTMENT STYLE RISK

This is the chance that the returns from REIT stocks—which typically are small- or mid-capitalization stocks—will trail returns from the overall stock market. Historically, REIT stocks have performed quite differently from the overall market.

An investment in the Fund is not a deposit of a bank and is not insured or guaranteed by the FDIC or any other governmental agency.

Vanguard Short-Term Bond Index Fund (VBITX)

INVESTMENT OBJECTIVE

The Fund seeks to track the performance of a market-weighted bond index with a short-term dollar-weighted average maturity.

PRINCIPAL INVESTMENT STRATEGIES

The Fund employs an indexing investment approach designed to track the performance of the Barclays U.S. 1–5 Year Government/Credit Float Adjusted Index. This Index includes all medium and larger issues of U.S. government, investment-grade corporate, and investment-grade international dollar-denominated bonds that have maturities between 1 and 5 years and are publicly issued. The Fund invests by sampling the Index, meaning that it holds a range of securities that, in the aggregate, approximates the full Index in terms of key risk factors and other characteristics. All of the Fund's investments will be selected through the sampling process, and at least 80% of the Fund's assets will be invested in bonds held in the Index. The Fund maintains a dollar-weighted average maturity consistent with that of the Index, which generally does not exceed 3 years.

PRINCIPAL RISKS

The Fund is designed for investors with a low tolerance for risk, but you could still lose money by investing in it. The Fund is subject to the following risks, which could affect the Fund's performance:

VANGUARD SHORT-TERM BOND INDEX FUND UNDERLYING INVESTMENT RISKS

The principal risks of investing in this fund are: **Income Risk, Interest Rate Risk, Credit Risk** and **Index Sampling Risk.**

INCOME RISK

This is the chance that the Fund's income will decline because of falling interest rates. Income risk is generally high for short-term bond funds, so investors should expect the Fund's monthly income to fluctuate.

INTEREST RATE RISK

This is the chance that bond prices will decline because of rising interest rates. Interest rate risk should be low for the Fund because it invests primarily in short-term bonds, whose prices are much less sensitive to interest rate changes than are the prices of long-term bonds.

CREDIT RISK

This is the chance that a bond issuer will fail to pay interest or principal in a timely manner or that negative perceptions of the issuer's ability to make such payments will cause the price of that bond to decline. Credit risk should be low for the Fund because it purchases only bonds that are of investment-grade quality.

INDEX SAMPLING RISK

This is the chance that the securities selected for the Fund, in the aggregate, will not provide investment performance matching that of the Fund's target index. Index sampling risk for the Fund should be low.

An investment in the Fund is not a deposit of a bank and is not insured or guaranteed by the FDIC or any other governmental agency.

Vanguard Small-Cap Index Fund (VSCIX)

INVESTMENT OBJECTIVE

The Fund seeks to track the performance of a benchmark index that measures the investment return of small-capitalization stocks.

PRINCIPAL INVESTMENT STRATEGIES

The Fund employs an indexing investment approach designed to track the performance of the CRSP US Small Cap Index, a broadly diversified index of stocks of small U.S. companies. The Fund attempts to replicate the target index by investing all, or substantially all, of its assets in the stocks that make up the Index, holding each stock in approximately the same proportion as its weighting in the Index.

PRINCIPAL RISKS

An investment in the Fund could lose money over short or even long periods. You should expect the Fund's share price and total return to fluctuate within a wide range, like the fluctuations of the overall stock market. The Fund is subject to the following risks, which could affect the Fund's performance:

VANGUARD SMALL-CAP INDEX FUND UNDERLYING INVESTMENT RISKS

The principal risks of investing in this fund are: **Stock Market Risk** and **Investment Style Risk.**

STOCK MARKET RISK

This is the chance that stock prices overall will decline. Stock markets tend to move in cycles, with periods of rising prices and periods of falling prices. The Fund's target index tracks a subset of the U.S. stock market, which could cause the Fund to perform differently from the overall stock market. In addition, the Fund's target index may, at times, become focused in stocks of a particular market sector, which would subject the Fund to proportionately higher exposure to the risks of that sector.

INVESTMENT STYLE RISK

This is the chance that returns from small-capitalization stocks will trail returns from the overall stock market. Historically, small-cap stocks have been more volatile in price than the large-cap stocks that dominate the overall market, and they often perform quite differently. Small companies tend to have greater stock volatility because, among other things, these companies are more sensitive to changing economic conditions.

An investment in the Fund is not a deposit of a bank and is not insured or guaranteed by the FDIC or any other governmental agency.

Vanguard Total Bond Market Index Fund (VBTIX)

INVESTMENT OBJECTIVE

The Fund seeks to track the performance of a broad, market-weighted bond index.

PRINCIPAL INVESTMENT STRATEGIES

The Fund employs an indexing investment approach designed to track the performance of the Barclays U.S. Aggregate Float Adjusted Index. This Index represents a wide spectrum of public, investment-grade, taxable, fixed income securities in the United States—including government, corporate, and international dollar-denominated bonds, as well as mortgage-backed and asset-backed securities— all with maturities of more than 1 year. The Fund invests by sampling the Index, meaning that it holds a broadly diversified collection of securities that, in the aggregate, approximates the full Index in terms of key risk factors and other characteristics. All of the Fund's investments will be selected through the sampling process, and at least 80% of the Fund's assets will be invested in bonds held in the Index. The Fund maintains a dollar-weighted average maturity consistent with that of the Index, which generally ranges between 5 and 10 years.

PRINCIPAL RISKS

An investment in the Fund could lose money over short or even long periods. You should expect the Fund's share price and total return to fluctuate within a wide range, like the fluctuations of the overall bond market. The Fund is subject to the following risks, which could affect the Fund's performance:

VANGUARD TOTAL BOND MARKET INDEX FUND UNDERLYING INVESTMENT RISKS

The principal risks of investing in this fund are: **Interest Rate Risk, Income Risk, Call Risk, Prepayment Risk, Extension Risk, Credit Risk** and **Index Sampling Risk.**

INTEREST RATE RISK

This is the chance that bond prices will decline because of rising interest rates. Interest rate risk should be moderate for the Fund because it invests primarily in short- and intermediate-term bonds, whose prices are less sensitive to interest rate changes than are the prices of long-term bonds.

INCOME RISK

This is the chance that the Fund's income will decline because of falling interest rates. Income risk is generally high for short-term bond funds and moderate for intermediate-term bond funds, so investors should expect the Fund's monthly income to fluctuate accordingly.

CALL RISK

This is the chance that during periods of falling interest rates, issuers of callable bonds may call (redeem) securities with higher coupon rates or interest rates before their maturity dates. The Fund would then lose any price appreciation above the bond's call price and would be forced to reinvest the unanticipated proceeds at lower interest rates, resulting in a decline in the Fund's income. Call risk should be moderate for the Fund because it invests only a portion of its assets in callable bonds.

PREPAYMENT RISK

This is the chance that during periods of falling interest rates, homeowners will refinance their mortgages before their maturity dates, resulting in prepayment of mortgage-backed securities held by the Fund. The Fund would then lose any price appreciation above the mortgage's principal and would be forced to reinvest the unanticipated proceeds at lower interest rates, resulting in a decline in the Fund's income. Prepayment risk is moderate for the Fund.

EXTENSION RISK

This is the chance that during periods of rising interest rates, certain debt obligations will be paid off substantially more slowly than originally anticipated, and the value of those securities may fall. For funds that invest in mortgage-backed securities, extension risk is the chance that during periods of rising interest rates, homeowners will prepay their mortgages at slower rates. Extension risk is generally moderate for intermediate-term bond funds.

CREDIT RISK

This is the chance that a bond issuer will fail to pay interest or principal in a timely manner or that negative perceptions of the issuer's ability to make such payments will cause the price of that bond to decline. Credit risk should be low for the Fund because it purchases only bonds that are of investment-grade quality.

INDEX SAMPLING RISK

This is the chance that the securities selected for the Fund, in the aggregate, will not provide investment performance matching that of the Fund's target index. Index sampling risk for the Fund should be low.

An investment in the Fund is not a deposit of a bank and is not insured or guaranteed by the FDIC or any other governmental agency.

Vanguard Total International Bond Index Fund (VTIFX)

INVESTMENT OBJECTIVE

The Fund seeks to track the performance of a benchmark index that measures the investment return of non-U.S. dollar-denominated investment-grade bonds.

PRINCIPAL INVESTMENT STRATEGIES

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

the Index, which is U.S. dollar hedged. Such hedging is intended to minimize the currency risk associated with investment in bonds denominated in currencies other than the U.S. dollar.

The Fund invests by sampling the Index, meaning that it holds a range of securities that, in the aggregate, approximates the full Index in terms of key risk factors and other characteristics. All of the Fund's investments will be selected through the sampling process and, under normal circumstances, at least 80% of the Fund's assets will be invested in bonds included in the Index. The Fund maintains a dollar-weighted average maturity consistent with that of the Index, which generally ranges between 5 and 10 years.

PRINCIPAL RISKS

An investment in the Fund could lose money over short or even long periods. You should expect the Fund's share price and total return to fluctuate within a wide range, like the fluctuations of the overall bond market. The Fund is subject to the following risks, which could affect the Fund's performance:

VANGUARD TOTAL INTERNATIONAL BOND INDEX FUND UNDERLYING INVESTMENT RISKS

The principal risks of investing in this fund are: **Interest Rate Risk, Income Risk, Credit Risk, Call Risk, Country/Regional Risk, Nondiversification Risk, Currency Hedging Risk** and **Index Sampling Risk.**

INTEREST RATE RISK

This is the chance that bond prices will decline because of rising interest rates. Interest rate risk should be moderate for the Fund because it invests in a geographically diverse mix of short-, intermediate-, and long-term bonds.

INCOME RISK

This is the chance that the Fund's income will decline because of falling interest rates. Income risk should be moderate for the Fund because it invests in a diverse mix of short-, intermediate-, and long-term bonds, so investors should expect the Fund's monthly income to fluctuate.

CREDIT RISK

This is the chance that a bond issuer will fail to pay interest or principal in a timely manner or that negative perceptions of the issuer's ability to make such payments will cause the price of that bond to decline. Credit risk should be low for the Fund because it purchases only bonds that are of investment-grade quality.

CALL RISK

This is the chance that during periods of falling interest rates, issuers of callable bonds may call (redeem) securities with higher coupons or interest rates before their maturity dates. The Fund would then lose any price appreciation above the bond's call price and would be forced to reinvest the unanticipated proceeds at lower interest rates, resulting in a decline in the Fund's income. Call risk should be low for the Fund because it invests only a small portion of its assets in callable bonds.

COUNTRY/REGIONAL RISK

This is the chance that world events—such as political upheaval, financial troubles, or natural disasters—will adversely affect the value or liquidity of securities issued by foreign companies, governments, or government agencies. Because the Fund may invest a large portion of its assets in bonds of issuers located in a particular country or region, the Fund's performance may be hurt disproportionately by the poor performance of its investments in that area. Country/regional risk for the Fund is high.

NONDIVERSIFICATION RISK

This is the chance that the Fund's performance may be hurt disproportionately by the poor performance of bonds issued by just a few or even a single issuer. The Fund is considered nondiversified, which means that it may invest a significant percentage of its assets in bonds issued by a small number of issuers.

CURRENCY HEDGING RISK

This is the chance that the currency hedging transactions entered into by the Fund may not perfectly offset the Fund's foreign currency exposure. The Fund seeks to mimic the performance of foreign bonds without regard to currency exchange rate fluctuations. To accomplish this goal, the Fund attempts to offset, or hedge, its foreign currency exposure by entering into currency hedging transactions. However, it generally is not possible to perfectly hedge the Fund's foreign currency exposure. The Fund will decline in value if it underhedges a currency that has weakened or overhedges a currency that has strengthened relative to the U.S. dollar. In addition, the Fund will incur expenses to hedge its foreign currency exposure. By entering into currency hedging transactions, the Fund may eliminate any chance to benefit from favorable fluctuations in relevant currency exchange rates. Currency hedging risk for the Fund is low.

INDEX SAMPLING RISK

This is the chance that the securities selected for the Fund, in the aggregate, will not provide investment performance matching that of the Fund's target index. Index sampling risk for the Fund should be low.
An investment in the Fund is not a deposit of a bank and is not insured or guaranteed by the FDIC or any other governmental agency.

Vanguard Total Stock Market Index Fund (VITSX)

INVESTMENT OBJECTIVE

The Fund seeks to track the performance of a benchmark index that measures the investment return of the overall stock market.

PRINCIPAL INVESTMENT STRATEGIES

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

PRINCIPAL RISKS

An investment in the Fund could lose money over short or even long periods. You should expect the Fund's share price and total return to fluctuate within a wide range, like the fluctuations of the overall stock market. The Fund is subject to the following risks, which could affect the Fund's performance:

VANGUARD TOTAL STOCK MARKET INDEX FUND UNDERLYING INVESTMENT RISKS

The principal risks of investing in this fund are: **Stock Market Risk** and **Index Sampling Risk.**

STOCK MARKET RISK

This is the chance that stock prices overall will decline. Stock markets tend to move in cycles, with periods of rising prices and periods of falling prices. In addition, the Fund's target index may, at times, become focused in stocks of a particular market sector, which would subject the Fund to proportionately higher exposure to the risks of that sector.

INDEX SAMPLING RISK

This is the chance that the securities selected for the Fund, in the aggregate, will not provide investment performance matching that of the Fund's target index. Index sampling risk for the Fund should be low.

An investment in the Fund is not a deposit of a bank and is not insured or guaranteed by the FDIC or any other governmental agency.

SUMMARY CHART OF RISK CATEGORIES FOR THE UNDERLYING MUTUAL FUNDS

RISK CATEGORY	DFA Inflation-Protected Securities Portfolio	Federated Treasury Obligations Fund	TIAA-CREF International Equity Index Fund
Additional Factors Affecting Yield		●	
Call Risk			
Counterparty Credit Risk		●	
Country/Regional Risk			
Credit Risk	●		
Currency Hedging Risk			
Currency Risk			
Emerging Markets Risk			
Extension Risk			
Foreign Investment Risk			●
Income Risk	●		
Index Risk			●
Index Sampling Risk			
Industry Concentration Risk			
Inflation-Protected Securities Interest Rate Risk	●		
Issuer Risk (Financial Risk)			●
Interest Rate Risk	●	●	
Investment Style Risk			
Large-Cap Risk			●
Liquidity Risk	●		
Manager Risk			
Market Risk	●		●
Mid-Cap Risk			●
Nondiversification Risk			
Prepayment Risk			
Regulatory Reform Risk		●	
Risks Associated with Investing Share Purchase Proceeds		●	
Risk Associated with Use of Amortized Cost		●	
Risks of Growth Investing			
Risks of Investing for Inflation Protection	●		
Risks of Value Investing			
Securities Lending Risk	●		
Stock Market Risk			
Style Risk			
Technology Risk		●	

SUMMARY CHART OF RISK CATEGORIES FOR THE UNDERLYING MUTUAL FUNDS

TIAA-CREF Large-Cap Growth Index Fund	TIAA-CREF Large-Cap Value Index Fund	Vanguard 500 Index Fund	Vanguard Emerging Markets Stock Index Fund	Vanguard High-Yield Corporate Fund
			•	
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•	•			

RISK CATEGORY	Vanguard Long-Term Treasury Fund	Vanguard Mid-Cap Index Fund	Vanguard REIT Index Fund
Additional Factors Affecting Yield			
Call Risk			
Counterparty Credit Risk			
Country/Regional Risk			
Credit Risk			
Currency Hedging Risk			
Currency Risk			
Emerging Markets Risk			
Extension Risk			
Foreign Investment Risk			
Income Risk			
Index Risk			
Index Sampling Risk			
Industry Concentration Risk			●
Inflation-Protected Securities Interest Rate Risk			
Issuer Risk (Financial Risk)			
Interest Rate Risk	●		●
Investment Style Risk		●	●
Large-Cap Risk			
Liquidity Risk			
Manager Risk	●		
Market Risk			
Mid-Cap Risk			
Nondiversification Risk			
Prepayment Risk			
Regulatory Reform Risk			
Risks Associated with Investing Share Purchase Proceeds			
Risk Associated with Use of Amortized Cost			
Risks of Growth Investing			
Risks of Investing for Inflation Protection			
Risks of Value Investing			
Securities Lending Risk			
Stock Market Risk		●	●
Style Risk			
Technology Risk			

Vanguard Short-Term Bond Index Fund	Vanguard Small-Cap Index Fund	Vanguard Total Bond Market Index Fund	Vanguard Total International Bond Index Fund	Vanguard Total Stock Market Index Fund
		●	●	
			●	
●		●	●	
			●	
		●		
●		●	●	
●		●	●	●
●		●	●	
	●			
			●	
		●		
	●			●

APPENDIX II

Participation Agreement

I hereby enter into this Participation Agreement with VSAC in order to establish, as the designated Account Owner or on behalf of the designated Account Owner, an Account in the Plan. I understand that the Account shall represent an interest in the Plan. I understand and agree that this Participation Agreement is subject to and incorporates by reference all of the information set forth in the Disclosure Booklet and Account Application. I understand that my signature on the Account Application signifies my acceptance of the terms of this Participation Agreement. Each capitalized term used in this Participation Agreement has the meaning set forth in the Disclosure Booklet, and such meanings are incorporated into this Participation Agreement and made a part of this Participation Agreement as if they were set forth in the body of this Participation Agreement.

By signing the Plan Account Application, I agree to be bound by the terms of this Participation Agreement which will be effective as of the date I execute the Account Application in Good Order.

For purposes of this Participation Agreement, "I" or "me" or "my" shall refer to the designated Account Owner or a duly appointed representative of the Account Owner to the extent permitted by the Disclosure Booklet.

A. AGREEMENTS, REPRESENTATIONS AND WARRANTIES OF THE ACCOUNT OWNER

I hereby agree with, and represent and warrant to VSAC, the Plan Manager and their respective successor and assigns, as follows:

1. I have received, read and understand the Disclosure Booklet as currently in effect. I have been given the opportunity to obtain answers to all of my questions concerning the Plan, my Account and this Participation Agreement. I acknowledge that there have been no representations or other information about the Plan relied upon in entering into this Participation Agreement, whether oral or written, other than as set forth in the Disclosure Booklet and this Participation Agreement.
2. I have accurately and truthfully completed the Account Application, and any other documentation that I have furnished or will subsequently furnish in connection with the opening or maintenance of, or any withdrawals from, my Account(s) is, or will be accurate, truthful and complete, including the age indicated for the Beneficiary.
3. If I make false statements in connection with opening an Account or otherwise, VSAC and/or the Plan Manager may take such action as VSAC and/or the Plan Manager deem necessary or appropriate, including, without limitation, terminating my Account or requiring that I indemnify the State, the Plan Manager, the Subcontractors, and/or VSAC and their respective affiliates and agents as discussed under "Indemnity" below.
4. I certify that I am opening this Account in order to provide funds for the Qualified Higher Education Expenses of the Beneficiary of the Account and that this Participation Agreement constitutes the legal, valid, and binding obligation of the Account Owner. If I am establishing an Account as a Custodian for a minor under UGMA/UTMA, I understand and acknowledge that I am assuming any responsibility for any adverse consequences resulting from the establishment of an Account.
5. By opening an Account I am consenting to receive emails from VSAC or their designee about the Plan and my Account. I understand that I may unsubscribe from emails about the Plan at any time. I also understand that even if I unsubscribe from emails about the Plan, VSAC reserves the right to send me administrative emails regarding my Account.
6. As of the date that I execute my Account Application, I have not knowingly made Contributions to an Account under the Plan to benefit my Beneficiary, such that the aggregate maximum account balance (regardless of Account Owner) exceeds the Maximum Account Balance limit (currently, $352,800). I will not knowingly make Contributions to my Account now or in the future, such that the aggregate balance of the Accounts (regardless of Account Owner) exceed $352,800 (or such higher Maximum Account Balance limit as to which I am notified from time to time).
7. I recognize that the investment of contributions and earnings, if any, in my Account involves certain risks, and I have taken into consideration and understand the risk factors related to these investments, including, but not limited to, those set forth in the Disclosure Booklet.
8. If I am a custodian or acting on behalf of an Account Owner or Beneficiary in another representative capacity (e.g., as an officer a Corporation who is an Account Owner or pursuant to a power of attorney), each time I make a withdrawal from the Account I am certifying that the withdrawal is duly authorized under all applicable law and any governing documents that apply to the Account and is for the benefit of the party I am representing (e.g., Account Owner or the Beneficiary) and not for my own personal benefit or for a third person.

9. With respect to each Investment Portfolio, I understand and acknowledge that neither contributions to, nor earnings, if any, on my Account are guaranteed or insured by the FDIC or any person or entity, including but not limited to, the State, VSAC, the Plan Manager, the Subcontractors, or their respective affiliates, agents, employees, officers, directors, representatives or successors. I understand and acknowledge that there is no guarantee that the Investment Portfolios or the underlying Mutual Funds' investment objectives will be achieved. I understand that the State, VSAC, the Plan Manager, the Subcontractors, or any affiliate thereof, or any other person or entity do not make any assurances that I will not suffer a loss of any amount invested in my Account or that I will receive a particular return of any amount in my Account. I understand that the Investment Portfolios in the Plan are not debts, liabilities or obligations of VSAC, the State, or any political subdivision thereof, nor shall they be deemed to constitute a pledge of the taxing power or the full faith and credit of the State or any political subdivision thereof.

10. I understand and acknowledge that Federal and State laws are subject to change, sometimes with retroactive effect, and the State, VSAC, the Plan Manager, the Subcontractors, and their respective affiliates do not make any representation that such federal or State laws will not be changed or repealed. I understand and acknowledge that such changes could have a negative effect on my Account.

11. I understand and acknowledge that with respect to each Investment Portfolio in the Plan, there is no guarantee or commitment whatsoever from the State, VSAC, the Plan Manager, the Subcontractors, or any other person or entity that: (i) the Beneficiary will be admitted to any institution (including an Eligible Educational Institution); (ii) upon admission to an institution, the Beneficiary will be permitted to continue to attend; (iii) upon admission to an institution, state residency will be created for tuition, tax, financial aid eligibility or any other purpose for the Beneficiary; (iv) the Beneficiary will graduate or receive a degree from any institution; or (v) contributions and investment returns in this Account will be sufficient to cover the Qualified Higher Education Expenses of the Beneficiary.

12. I understand that Intuition College Savings Solutions, LLC will not necessarily continue as the Plan Manager for the entire period my Account is open and that VSAC may retain in the future additional and/or different plan managers or investment manager(s) for the Plan. I acknowledge that if this occurs, or even if it does not, there is no assurance that I would not experience a material change to certain terms and conditions of the current Participation Agreement, including to the Investment Portfolios offered by the Plan and the fees and expenses of the Plan.

13. I understand and acknowledge that I have not been advised by the State, VSAC, or any other agency or instrumentality of the State, the Plan Manager, the Subcontractors or any of their respective affiliates or any agent or representative retained in connection with the Plan to invest, or to refrain from investing, in a particular Investment Portfolio.

14. I understand and acknowledge and agree that the Plan is the record owner of the shares of any underlying investments in which each Investment Portfolio is invested and that I will have no right to vote, or direct the voting of, any proxy with respect to such shares.

B. DUTIES OF VSAC

Neither VSAC nor their representatives has any duty to me to perform any action other than those specified in this Participation Agreement or the Disclosure Booklet. VSAC may accept and rely conclusively on any instructions or other communications reasonably believed to have been given by me or another authorized person, and may assume that the authority of any other authorized person continues in effect until VSAC receives written notice to the contrary. VSAC has no duty to determine or advise me of the investment, tax or other consequences of my actions, or of its actions in following my directions, or of its failing to act in the absence of my directions. I understand and agree that my Account and this Participation Agreement are subject to the rules and regulations as VSAC may promulgate in accordance with State law. I also understand and agree that all decisions and interpretations by VSAC and the Plan Manager in connection with the Plan shall be final and binding on me and my Beneficiary and any successors.

C. DUTIES OF THE PLAN MANAGER

Neither the Plan Manager nor its respective affiliates or agents have a duty to perform any actions, other than those specified in the Disclosure Booklet and this Participation Agreement. The Plan Manager may accept and rely conclusively on any instructions or other communications reasonably believed to have been given by me or another 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 me of the investment, tax or other consequences of my actions, or of its actions in following your directions, or of its failing to act in the absence of my directions. I understand that so long as Intuition College Savings Solutions, LLC serves as Plan Manager for the Plan, it may follow the directives of VSAC. When acting in such capacity, Intuition College Savings Solutions. LLC will have no liability to me or any Beneficiary of this Agreement.

D. TAXES

I understand that Non-Qualified Withdrawals will be subject to federal and state income tax.

E. FEES

I acknowledge and agree the fees, charges or penalties applicable to my Account may change in the future.

F. NECESSITY OF QUALIFICATION

I understand that the Plan is intended to be a "qualified tuition program" under Section 529 of the IRC and the Plan is intended to receive favorable federal and State tax treatment. I agree that the State, and VSAC may make changes to the Plan, this Agreement, and the Disclosure Booklet at any time, including without limitation, if it is determined that such changes are necessary for the continuation of the federal income tax treatment provided by Section 529 or the favorable State tax treatment provided by State law or any similar successor legislation.

G. STATUTES, POLICIES AND OPERATING PROCEDURES

The Account and this Agreement are subject to, and incorporate by reference, the Statute, any regulations, policies and operating procedures adopted for the Plan by the State, any amendments to the Statute, other applicable statutes or these policies and operating procedures, and any rules or regulations as the State may promulgate in accordance with State law, including provisions under the Statute to prevent contributions on behalf of a Beneficiary in excess of the Maximum Account Balance Limit. Any amendments to relevant statutes or regulations automatically amend this Agreement and any amendments to policies or operating procedures shall amend this Agreement and any amendments shall become effective no later than the effective date of the applicable law or regulation.

H. INDEMNITY

I understand that the establishment of my Account will be based upon the agreements, representations and warranties set forth in this Agreement. I agree to indemnify and hold harmless the State, its agencies or instrumentalities, VSAC, the Plan Manager, the Subcontractors, and their respective affiliates, agents, representatives, or successors of any of the foregoing, from and against any and all loss, damage, liability or expense, including reasonable attorneys' fees, that any of them may incur by reason of, or in connection with, any misstatement or misrepresentation made by me in this Agreement or otherwise with respect to my Account, and any breach by me of any of the agreements, representations or warranties contained in this Agreement. All of my agreements, representations and warranties shall survive the termination of this Agreement.

I. COMPLAINT RESOLUTION PROCESS

Should a dispute arise out of this Participation Agreement, the Account Owner should first contact the Plan Manager to attempt resolution. The Account Owner and the Plan Manager shall first attempt to resolve it through direct discussions in a spirit of mutual cooperation. The parties hereby establish the following out of court alternate dispute resolution procedure to be followed in the event of certain controversies or disputes involving the Account or this Participation Agreement that may arise between (a) an Account Owner and/or his or her Beneficiary and (b) the Plan Manager, the Subcontractors, or their respective affiliates, officers, directors, employees and agents (collectively, the "Plan Parties"). If a dispute develops between an Account Owner and/or his or her Beneficiary and the Plan Parties related to the Account Owner's Account transactions or other administrative matters involving an Account, then the Account Owner and/or the Beneficiary and the Plan Parties will submit to non binding mediation to address the dispute. The Account Owner and/or the Beneficiary and the Plan Parties will mutually determine the location, date, duration, and process for any such mediation effort and be bound by the terms and conditions as set forth in any settlement agreement that is executed following the mediation. Adjudication of any controversies between an Account Owner and/or the Beneficiary and the Plan Parties that cannot be resolved through the mediation process described above shall be heard in a court of law. Some controversies between an Account Owner and/or a Beneficiary and the Plan Parties may involve claims that are owned by the Plan or VSAC and can only be brought by VSAC. This provision is not intended to cover such claims.

J. AMENDMENT AND TERMINATION

Subject to certain limitations, and except as otherwise provided herein, VSAC may, at any time, and from time to time, amend this Participation Agreement or the Disclosure Booklet, or suspend or terminate the Participation Agreement and the Plan, by giving written notice of such action to the Account Owner, but Account assets may not thereby be diverted from the exclusive benefit of the Account Owner and/or the Beneficiary except as permitted by applicable law. VSAC may also terminate the Plan by giving written notice of such action to the Account Owner. Nothing contained in this Participation Agreement or the Disclosure Booklet shall constitute an agreement or representation by VSAC, on its own behalf or on behalf of the Plan Manager that it will continue to maintain the Plan indefinitely. If the Plan is terminated, the balance of each Account will be paid to the Account Owner, to the extent possible, and any unclaimed assets shall be delivered by VSAC in accordance with any applicable law. If the Account has not been terminated and the Account is presumed abandoned by applicable law and regulations, VSAC, after making reasonable efforts to contact the Account Owner and the Beneficiary of the Account or their agents, shall report the unclaimed money in the Account as required by any applicable law.

K. MISCELLANEOUS.

1. Binding Nature; Third-Party Beneficiary. This Agreement shall survive the death of any individual Account Owner and shall be binding upon any personal representatives, heirs, successors or assigns, as applicable. The Plan, the Plan Manager, and the Subcontractors are third-party beneficiaries of the agreements, representations, and warranties in this Agreement.

2. Severability. If any provision of this Participation Agreement or the Disclosure Booklet is held to be invalid, illegal, void or unenforceable, by reason of any law, rule, or administrative order, or by judicial decision, such determination will not affect the validity of the remaining provisions of this Participation Agreement.
3. Headings. The heading of each section, paragraph and provision in this Participation 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 provisions.
4. Governing Law. This Participation Agreement shall be construed in accordance with and shall be governed by the laws of the State of Vermont, without regard to choice of law rules of any state. The Account Owner's execution of the Account Application shall constitute execution of this Participation Agreement.

APPENDIX III

VSAC Notice of Privacy Policy

Protecting the privacy of your personal information is important to us at Vermont Student Assistance Corporation ("VSAC"). You have given this information to us so that we may provide you with financial and other forms of assistance as you pursue your post-secondary education. We understand that you trust us to keep your personal information confidential as required by law.

Federal and state laws require VSAC to provide you with this notice of our privacy policy.

The Notice describes VSAC's privacy policy in accordance with federal law and the terms of our agreements with you. These authorize VSAC to disclose certain personal information about you or your Account in order to approve your application, service your Account, locate you, provide other specified services to you, improve the quality of services to you and for other reasons outlined in our agreements with you.

This Notice uses the term "nonpublic personal information." This means personal information about you which identifies you, and that is not available from public sources.

VSAC PRIVACY POLICY

1. VSAC collects nonpublic personal information about you from the following sources:
   - Information we receive from you on grant applications, loan applications, promissory notes and other applications and forms;
   - Information about your transactions with VSAC and its agents and subcontractors;
   - Information received from credit reporting agencies and the U.S. Department of Education; and
   - Information received from schools you are attending or to which you have applied for admission.
2. VSAC does not disclose any nonpublic personal information about you or our other customers to anyone, except with your consent, at your request, or as permitted by law.
3. VSAC restricts access to nonpublic personal information about you to those employees, agents, subcontractors, organizations, and schools who need to know the information to provide the services or products that are the basis of the customer relationship between you and VSAC. VSAC maintains physical, electronic, and procedural safeguards to guard your nonpublic personal information.

Under the terms of the Management Agreement, the Plan Manager shall abide by this Privacy Policy.

vheip

Vermont's 529 college savings plan

Vermont Higher Education Investment Plan

OBTAINING ADDITIONAL INFORMATION

Learn more about the Plan by visiting our website: www.vheip.org.

You may reach a customer service representative to answer your questions, complaints or to request an Enrollment Form by calling the Plan toll-free at 1 (800) 637-5860. Questions, complaints and requests may also be sent in writing to the Vermont Higher Education Investment Plan, managed by Intuition College Savings Solutions, PO Box 44002, Jacksonville, FL 32231