

Rights of Accumulation/ Letter of Intent

| Instructions

Print clearly in all CAPITAL LETTERS using blue or black ink.

When requested, please color in circles completely. For example: ● not ⊗ not ✓

This form is used to link LoneStar 529 Plan® accounts for purposes of the Accumulation Privilege or to establish a Letter of Intent with respect to Class A Units. LoneStar 529 Plan accounts may be aggregated for these purposes only if such accounts are maintained on the same recordkeeping platform.

Please read the terms and conditions set forth in this form carefully. More information on Rights of Accumulation and a Letter of Intent can be found in the Plan Description and Savings Trust Agreement. You can obtain a copy at www.lonestar529.com.

If you have any questions, please call us at **1.800.445.GRAD (4723), option #4**, Monday through Friday from 8am to 6pm, Central Time.

Please mail or fax the completed form and any required documents to the following address:

LoneStar 529 Plan
c/o NorthStar Financial Services Group, LLC
P.O. Box 540010
Omaha, NE 68154
Fax: 1.402.431.4452

1 | Account Owner Information

Complete the applicable sections of the form and sign where indicated. This service may not be available at all selling institutions.

Account Number

Social Security or Taxpayer ID number

Account Owner's First Name

Middle Initial

Last Name

Designated Beneficiary's First Name

Middle Initial

Last Name

Beneficiary's Social Security or Taxpayer ID number

2 | Accumulation Privilege

The Accumulation Privilege allows an Account Owner to combine the current value of all units (including Class A, B and Advisor Units) of LoneStar 529 Plan portfolios held in certain accounts owned by the Account Owner, the Account Owner's spouse, and the Account Owner's children under the age of 21 with the dollar amount of the Account Owner's next purchase of Class A Units of a LoneStar 529 Plan portfolio for purposes of calculating the initial sales charge applicable to such next purchase. Please refer to the LoneStar 529 Plan Description and Savings Trust Agreement for additional information, including information about applicable initial sales charges and accumulation discounts.

I qualify for the LoneStar 529 Plan Accumulation Privilege as described above and in the LoneStar 529 Plan Description and Savings Trust Agreement

List the LoneStar 529 Plan accounts that are eligible to be linked to the Account Owner

Account Owner Name (First, Middle Initial and Last)	Relationship to Account Owner	LoneStar 529 Plan Account Number	Account Owner Social Security Number or TIN
1.			
2.			
3.			
4.			
5.			
6.			
7.			

3 | Letter of Intent

A Letter of Intent allows an Account Owner to select an Asset Level Goal, as indicated in Section 5 below, and to pay an initial sales charge, if any, with respect to any Class A Units purchased during such 13-month period calculated by treating all purchases of all Units of the LoneStar 529 Plan portfolios during such 13-month period as having been made at the same time. You may include purchases of all units of the LoneStar 529 Plan portfolios made in LoneStar 529 Plan accounts owned by you, your spouse and your children under the age of 21, as designated in Section 1 and Section 2 of this form, as well as the current value of all units held in such accounts, toward attaining your Asset Level Goal. Units of the LoneStar 529 Plan portfolios include Class A, B and Advisor Units. Please refer to Section 6 of this form and the LoneStar 529 Plan Description for additional information.

Because purchases of Units for a single Designated Beneficiary cannot exceed the Maximum Contribution Limit (currently, \$370,000), certain of the breakpoints and the imposition of a Sales Charge may not apply to the sales of Class A units at this time. In the future, the Board may change the Maximum Contribution limit such that sales of Class A units are subject to the breakpoints and fees in excess of the current Maximum Contribution Limit.

4 | Type of Action Requested (Check all that apply)

- Establish a new Letter of Intent
- Increase existing Letter of Intent amount with the amount indicated in Section 5

5 | Asset Level Goal (Check only one)

- \$25,000
- \$50,000
- \$100,000
- \$250,000
- \$500,000
- \$1,000,000

6 | Terms and Conditions

EACH PURCHASE OF LONESTAR 529 PLAN UNITS MADE PURSUANT TO THIS LETTER OF INTENT IS SUBJECT TO THE TERMS AND CONDITIONS CONTAINED HEREIN AND IN THE PLAN DESCRIPTION AND SAVINGS TRUST AGREEMENT IN EFFECT AT THE TIME OF THE SPECIFIC PURCHASE.

By completing Sections 3-5 of this form and signing below in Section 7 of this form, you are indicating your intention to make, in *Eligible LoneStar 529 Plan Accounts* over a 13-month period commencing upon execution of this form in accordance with the terms and conditions set forth below, *Eligible LoneStar 529 Plan Purchases* in an amount equal to your Asset Level Goal, less any *Eligible LoneStar 529 Plan Prior Purchases*. For this purpose, units in a LoneStar 529 Plan portfolio are calculated based on the amount paid (including any initial sales charges) for such units, plus any appreciation in the value of the units as of the date of calculation, except for *Eligible LoneStar 529 Plan Prior Purchases*, which are valued at current value as of the date of calculation. Your commitment will be met if at any time during the 13-month period, the value, as so determined, of *Eligible LoneStar 529 Plan Purchases* and *Eligible LoneStar 529 Plan Prior Purchases* is at least equal to your Asset Level Goal. You may include any *Eligible LoneStar 529 Plan Purchases* toward your Asset Level Goal, including unit classes other than Class A Units. However, this Letter of Intent will not entitle you to a reduction in the initial sales charge payable on any units other than Class A Units, and if the units are subject to a deferred sales charge, you will still be subject to that deferred sales charge with respect to those units. Please note that units redeemed prior to reaching your Asset Level Goal will not be counted toward meeting your Asset Level Goal.

Eligible LoneStar 529 Plan Purchases: *Eligible LoneStar 529 Plan Purchases*, which include purchases of all units of the LoneStar 529 Plan portfolios made through *Eligible LoneStar 529 Plan Accounts* that are designated in Section 1 or Section 2 of this form, or otherwise designated in writing by you, will be credited toward your Asset Level Goal. Units of the LoneStar 529 Plan portfolios include Class A, B and Advisor Units.

Eligible LoneStar 529 Plan Accounts: *Eligible LoneStar 529 Plan Accounts* include any LoneStar 529 Plan account for which you, your spouse, or a child under the age of 21 is the Account Owner, and which is maintained on the same recordkeeping platform, provided that such LoneStar 529 Plan accounts are designated in Section 1 or Section 2 of this form, or otherwise designated in writing by you.

Eligible LoneStar 529 Plan Prior Purchases: You may also credit toward your Asset Level Goal any *Eligible LoneStar 529 Plan Purchases* made in *Eligible LoneStar 529 Plan Accounts* at any time prior to entering into this Letter of Intent that have not been redeemed, based on the current value of those units as of the date of calculation.

Increasing Your Asset Level Goal: You may at any time increase your Asset Level Goal by completing a new Rights of Accumulation/Letter of Intent form. Upon such an increase, you will be credited by way of additional LoneStar 529 Plan units, at the then-current value of such units, for the difference between: (a) the aggregate initial sales charges actually paid for LoneStar 529 Plan units already purchased under this Letter of Intent, and (b) the aggregate applicable initial sales charges for the increased Asset Level Goal. However, you must complete a new Rights of Accumulation/Letter of Intent form before making *Eligible LoneStar 529 Plan Purchases* in excess of the amount indicated in Section 5 of the form, as no retroactive adjustments can be made. The 13-month period during which the Asset Level Goal must be achieved will remain unchanged from that established on the original Rights of Accumulation/Letter of Intent form.

Withdrawals and Investment Option Changes: Units acquired pursuant to this Rights of Accumulation/Letter of Intent form, other than Escrowed Units as defined below, may be redeemed or transferred to another LoneStar 529 Plan portfolio in connection with an investment option change at any time, although any LoneStar 529 Plan units that are redeemed prior to meeting your Asset Level Goal will no longer count toward meeting your goal. *Complete liquidation of the units in all Eligible LoneStar 529 Plan Accounts prior to meeting your Asset Level Goal under this Letter of Intent, however, will result in the cancellation of this Letter of Intent.* See “Failure to Meet Asset Level Goal” below. Transfers of units to another LoneStar 529 Plan portfolio in connection with an investment option change are permitted, as described in the LoneStar 529 Plan Description and Savings Trust Agreement, and units so transferred will continue to count toward your Asset Level Goal, as long as the transfer results in an *Eligible LoneStar 529 Plan Purchase*.

Cancellation of Letter: Subject to the terms and conditions set forth in “Failure to Meet Asset Level Goal” below, you may cancel this Letter of Intent by notifying your financial professional or LoneStar 529 Plan in writing. In addition, the Letter of Intent will be automatically cancelled if all units in all *Eligible LoneStar 529 Plan Accounts* are redeemed prior to meeting your Asset Level Goal, as set forth above.

Escrowed Units: Units from your initial purchase of LoneStar 529 Plan units (and subsequent purchases, if necessary) equal to five percent (5%) of the Asset Level Goal indicated in Section 5 of this form will be held in escrow during the term of this Letter of Intent (the “Escrowed Units”), commencing as of the date this Letter of Intent (or the date of any increase in the Asset Level Goal) is accepted. The Escrowed Units will be included in the total LoneStar 529 Plan units owned as reflected in the account statements for *Eligible LoneStar 529 Plan Accounts*. The Escrowed Units will be released from escrow once all the terms of this Letter of Intent are met. The Escrowed Units may be surrendered for redemption to satisfy outstanding initial sales charges due in the circumstances described in “Failure to Meet Asset Level Goal” and “Appointment of Attorney-In-Fact” below.

Appointment of Attorney-In-Fact: By signing this Rights of Accumulation/Letter of Intent form, you irrevocably constitute and appoint the Plan’s manager and its service provider as attorney-in-fact to hold the Escrowed Units and to surrender for redemption any or all units subject to the Letter of Intent under the conditions set forth in this Letter of Intent.

Failure to Meet Asset Level Goal: If you do not meet your Asset Level Goal within the 13-month term of this Letter of Intent, or if there is a complete liquidation of the units in all *Eligible LoneStar 529 Plan Accounts*, or if this Letter of Intent is cancelled before reaching your Asset Level Goal, you will be liable for the difference between: (a) the initial sales charges actually paid, and (b) the initial sales charges that would have applied if you had not entered into this Letter of Intent (based on the initial sales charge schedule, including breakpoints, and taking into account the Accumulation Privilege). An appropriate number of LoneStar 529 Plan units in your account will be redeemed to realize the amount due. If there are insufficient assets in your account, you will be liable for the difference. Any Escrowed Units remaining after such redemption will be released to your account.

If you are using this form to link LoneStar 529 Plan accounts for purposes of the Accumulation Privilege, you agree to all terms and conditions governing the Accumulation Privilege set forth in Section 2 of this form and in the Plan Description and Savings Trust Agreement.

If you are using this form to establish a Letter of Intent, you agree to all terms and conditions governing the Letter of Intent set forth in Section 6 of this form and in the Plan Description and Savings Trust Agreement. You intend, but are under no obligation, to purchase additional Class A Units in order to qualify for a reduced initial sales charge, subject to the terms and conditions set forth in Section 6 of this form and in the Plan Description and Savings Trust Agreement.

Signature of Current Account Owner

Date

The LoneStar 529 Plan® is established and maintained by the Texas Prepaid Higher Education Tuition Board and distributed by Northern Lights Distributors, LLC, Member FINRA/SIPC. NorthStar Financial Services Group, LLC, the parent company of Northern Lights Distributors, LLC, is the Plan manager and administrator of the Plan.

As stated in the current Plan Description and Savings Trust Agreement, total Plan fees for the portfolios range from 0.66% to 2.48% with a maximum sales charge of 5.75% and are subject to change.

Some states offer favorable tax treatment to their residents only if they invest in the state's own plan. Non-residents of Texas should consider whether their home state, or the beneficiary's home state, offers its residents any state tax or other state benefits, such as financial aid, scholarship funds, and protection from creditors that are only available for participants in that state's 529 plan.

You could lose money by investing in this investment option. Although the money market fund in which your investment option invests (the "underlying fund") seeks to preserve its value at \$1.00 per share, the underlying fund cannot guarantee it will do so. An investment in this investment option is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The underlying fund's sponsor has no legal obligation to provide financial support to the underlying fund, and you should not expect that the sponsor will provide financial support to the underlying fund at any time.

No part of an account, the principal invested nor any investment return, is insured or guaranteed by the FDIC, the state of Texas, the Texas Prepaid Higher Education Tuition Board, any other state or federal governmental agency or NorthStar or its affiliates. An account might not make money and could lose money (including the principal invested) if money is invested in the Plan. Interests in the Plan have not been registered with the U.S. Securities and Exchange Commission or with any state.

Before investing in the Plan, investors should carefully consider the investment objectives, risks, administrative fees, service and other charges and expenses associated with municipal fund securities. The Plan Description and Savings Trust Agreement contains this and other information about the Plan and may be obtained by visiting www.lonestar529.com or calling 1.800.445.GRAD (4723), Option #4. Investors should read these documents carefully before investing.

Comments or complaints may be forwarded to the Prepaid Higher Education Tuition Program, Office of the Comptroller of Public Accounts, at P.O. Box 13407, Austin, Texas 78711-3407 or at 1.512.936.2064.

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