Letter of Intent



Save today for your child's tomorrow

Instructions

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

When requested, please color in circles completely.

Complete this form to purchase Class A Units of the Scholar's Edge® 529 Plan at a reduced sales charge.

Please read the Plan Description and Participation Agreement prior to investing. You can obtain a copy at scholarsedge529.com If you have any questions, please call us at **1.866.529.SAVE (7283)** Monday through Friday from 6am to 6pm, Mountain Time.

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

Scholar's Edge P.O. Box 173691 Denver, CO 80217 Fax: 1.303.768.6529

1 | Financial Advisor Information

| Financial Advisor's Name (first, middle initial, last) | | Branch Number | | |
|--|------------|--|-----|--|
| Firm Name | | Dealer and Representative ID Number(s) | | |
| Street Address | | | | |
| Street Address 2 | | | | |
| City | | State | Zip | |
| Daytime Phone Number | Fax Number | | | |
| Email Address | | | | |

Please see back page for important information.

Please read the following and check the circle indicating the amount you intend to invest.

Date

I am submitting this Letter of Intent to purchase Units of the Scholar's Edge 529 Plan. I have read and understand the Letter of Intent provisions in the Plan Description and the Terms of Escrow on the back of this form.

I intend to invest in Class A and/or Class C Units of the Scholar's Edge 529 Plan (sold with a front-end sales charge or subject to a contingent deferred sales charge) during the 13-month period from the date of my first purchase pursuant to this Letter. The aggregate amount of such purchases (excluding any Units purchased by reinvestment of dividends or capital gains distributions), together with my present holdings of Class A and/or Class B and Class C Units of such portfolios (calculated at their respective public offering prices on the date of this Letter), will equal or exceed the minimum amount checked below (See the Plan Description for discounted sales charges):

○ \$50,000 ○ \$100,000 ○ \$250,000 ○ \$500,000 ○ \$1,000,000¹

Account Owners may also count the value of assets in other advisor-sold Section 529 Plans (within or outside of New Mexico) that are managed by OFI Private Investments Inc. or its affiliates, or purchases of Class A, B and C shares of mutual funds advised by OppenheimerFunds, Inc. (except for Class A shares of Oppenheimer Money Market Fund, Inc. and Oppenheimer Cash Reserves for which no initial sales charge is paid).

Subject to the conditions below, each purchase of Class A Units will be made at the public offering price that applies to a single transaction in the aggregate dollar amount checked above, as described in the Plan Description.

I am making no commitment to purchase Units, but if my purchases of Units within 13 months from the date of my first purchase, when added to my present holdings, do not aggregate the minimum amount specified above, I will pay the additional amount of sales charge prescribed in the Terms of Escrow set forth on this form, as those terms may be amended from time to time in the Plan Description. I understand that up to 2% of the minimum dollar amount checked above will be held in escrow in the form of Units (computed to the nearest full Unit). These Units will be held subject to the Terms of Escrow.

The commission allowed by OppenheimerFunds Distributor, Inc. to the dealer for each purchase transaction shall be at the rate applicable to the minimum amount of my intended purchases stated above. If my actual purchases do not reach this minimum amount, the commissions previously paid to such dealer will be adjusted to the rate applicable to my total actual purchases. If my total purchases exceed the dollar amount of my total intended purchases and pass the next commission breakpoint, I shall receive the lower sales charge, provided that such dealer returns to OppenheimerFunds Distributor, Inc. the excess of commissions previously allowed or paid to the dealer over that which would be applicable to the amount of my total purchases.

In determining the total amount of purchases made hereunder, Units disposed of by me prior to termination of this Letter will be deducted. It shall be my dealer's responsibility to refer to this Letter of Intent in placing any future purchase orders for me while the Letter is in effect. In addition, all purchases under this Letter must be placed through OppenheimerFunds Distributor, Inc.

^{1.} Purchases of Class A Units in amounts aggregating \$1 million or more are not subject to front-end sales charge but the redemption proceeds of such Units redeemed within 18 months of the end of the calendar month of their purchases may be subject to a contingent deferred sales charge. (See the Plan Description for details.)

| Ī | | 5 | |
|---|---|---|--|
| į | | | |
| 2 | | | |
| Š | į | | |
| į | ĺ | | |
| | | | |
| Ξ | | | |

| | Please list all new and/or existing accounts current new account, please complete and mail with your Application.) | | | |
|--|--|-------|--|--|
| Please print clearly. | Name of Portfolio/Unit Class | Acc | count Number (for existing accounts) | |
| | Name of Portfolio/Unit Class | Acc | Account Number (for existing accounts) | |
| | Name of Portfolio/Unit Class | Acc | Account Number (for existing accounts) | |
| | Name of Portfolio/Unit Class | Acc | Account Number (for existing accounts) | |
| | Name of Portfolio/Unit Class | Acc | Account Number (for existing accounts) | |
| | Name of Portfolio/Unit Class | Acc | count Number (for existing accounts) | |
| | | | | |
| 4 Your Signature(s) | | | | |
| | Please have all account owners sign below. | | | |
| | Individual or Custodial Accounts | | | |
| Account Owner, Trustee, Partner or Officer signature REQUIRED. | Signature of Individual or Custodian | | Date (mm/dd/yyyy) | |
| | Signature of Individual or Custodian | | Date (mm/dd/yyyy) | |
| | Corporations, Partnerships and Trusts | | | |
| | Signature of Corporate Officer, General Partner, Trustee, etc. | Title | Date (mm/dd/yyyy) | |
| | Signature of Individual or Custodian | | Date (mm/dd/yyyy) | |

In submitting a Letter of Intent, the investor agrees to be bound by the terms and conditions applicable to Letters of Intent appearing in the Plan Description and the Terms of Escrow below, as they may be amended from time to time by the Plan. Such amendments will apply automatically to existing Letters of Intent.

Terms of Escrow that Apply to Letters of Intent.

- 1. Out of the initial purchase, and out of subsequent purchases if necessary, the Program Manager will hold in escrow Units equal to 2% of the intended purchase amount specified in the Letter. For example, if the intended purchase amount is \$50,000, the escrow amount would be Units valued at \$1,000 (computed at the offering price for a \$50,000 Unit purchase). Escrowed Units are not eligible for either Qualified or Nonqualified Withdrawals during the Letter period unless the Account Owner terminates the Letter.
- 2. If the Letter applies to more than one Account, the Account Owner can designate the Account from which Units will be escrowed. If no Account is selected, the Program Manager will escrow Units in the Account that has the highest dollar balance on the date of the first purchase under the Letter. If there are not sufficient Units to cover the escrow amount, the Program Manager will escrow Units in the Account(s) with the next highest balance(s). If there are not sufficient Units in the Accounts to which the Letter applies, the Program Manager may escrow Units in other Accounts that are linked for Right of Accumulation purposes. Additionally, if there are not sufficient Units available for escrow at the time of the first purchase under the Letter, the Program Manager will escrow future purchases until the escrow amount is met.
- **3.** If the total purchases under the Letter are less than the intended purchases specified, on the first business day after the end of the Letter period the Program Distributor will redeem escrowed Units equal in value to the difference between the dollar amount of sales charges actually paid and the amount of sales charges which would have been paid if the total purchases had been made at a single time. Any Units remaining after such redemption will be released from escrow.
- **4.** If the terms of the Letter are fulfilled, the escrowed Units will be promptly released to the Account Owner at the end of the Letter period.
- **5.** By signing the Letter, the investor irrevocably constitutes and appoints the Program Manager as attorney-in-fact to surrender for redemption any or all escrowed Units.

Mail or fax the completed form to:

Scholar's Edge P.O. Box 173691 Denver, CO 80217

Fax: 1.303.768.6529

Scholar's Edge® is operated as a qualified tuition program offered by The Education Trust Board of New Mexico and is available to all U.S. residents. OFI Private Investments Inc., a subsidiary of OppenheimerFunds, Inc., is the program manager for Scholar's Edge and OppenheimerFunds Distributor, Inc. is the distributor of Scholar's Edge.

Scholar's Edge® is distributed by OppenheimerFunds Distributor, Inc. Member FINRA, SIPC Two World Financial Center, 225 Liberty Street, New York, NY 10281-1008 © 2013 OppenheimerFunds Distributor, Inc. All rights reserved.

SE0000.116.0413 May 13, 2013