

**NEW YORK**  
**DURABLE POWER OF ATTORNEY**  
**(Not for use with retirement accounts)**

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**INSTRUCTIONS:**

You may use this form to designate an individual or entity to act on your behalf as your agent with regard to your Merrill Lynch account(s). You can choose the extent of the authority you grant your agent by initialing only the powers that you want your agent to have.

Please note:

- Merrill Lynch does not require the use of this power of attorney to authorize an agent to act on your account. You may submit another form of power of attorney for review.
- If there is anything about this power of attorney you do not understand, you should consult your own attorney. Merrill Lynch does not provide legal advice.
- Please refer to pages 11 and 13 for directions on how this document must be executed.
- Use section 2a to indicate the powers you would like to give to your agent if your agent is not a registered Investment Adviser. Only use section 2b if your agent is a registered Investment Adviser. Do not use both sections. Section 2b may not be used for Merrill Edge accounts.
- When indicating the powers you would like to give to your agent, make sure you initial next to the power. Please do not use a check mark. If there are multiple Account Owners, each Account Owner must initial the desired powers.
- Multiple agents can be listed in Section 1 as long as they are granted the same powers and authority over the account. Please duplicate Section 5 on page 14 (Agent Information and Signature) if multiple agents are being appointed.

**NEW YORK  
DURABLE POWER OF ATTORNEY**

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**NOTICE**

**CAUTION TO THE PRINCIPAL:**

Your Power of Attorney is an important document. As the “principal,” you give the person whom you choose (your “agent”) authority to spend your money and sell or dispose of your property during your lifetime without telling you. You do not lose your authority to act even though you have given your agent similar authority.

When your agent exercises this authority, he or she must act according to any instructions you have provided or, where there are no specific instructions, in your best interest. “Important Information for the Agent” at the end of this document describes your agent's responsibilities.

Your agent can act on your behalf only after signing the Power of Attorney before a notary public.

You can request information from your agent at any time. If you are revoking a prior Power of Attorney you should provide written notice of the revocation to your prior agent(s) and to any third parties who may have acted upon it, including the financial institutions where your accounts are located.

You can revoke or terminate your Power of Attorney at any time for any reason as long as you are of sound mind. If you are no longer of sound mind, a court can remove an agent for acting improperly.

Your agent cannot make health care decisions for you. You may execute a “Health Care Proxy” to do this.

The law governing Powers of Attorney is contained in the New York General Obligations Law, Article 5, Title 15. This law is available at a law library, or online through the New York State Senate or Assembly websites, [www.nysenate.gov](http://www.nysenate.gov) or [www.nyasassembly.gov](http://www.nyasassembly.gov).

If there is anything about this document that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

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SIGNATURE OF CLIENT/PRINCIPAL

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DATE

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SIGNATURE OF CLIENT/PRINCIPAL

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DATE

## NEW YORK DURABLE POWER OF ATTORNEY

(for NY Residents only)

(This Power of Attorney does not pertain to or provide any authority to your agent and attorney in-fact to deal with your retirement accounts for which MLPF&S is custodian.)

### Section 1. Account(s) and Agent(s) Identification

TO: Merrill Lynch, Pierce, Fenner & Smith Incorporated (MLPF&S) and, if applicable, Merrill Lynch Life Agency Inc. (MLLA)

RE: MLPF&S Account Number(s) \_\_\_\_\_  
(If more than one account listed, accounts must be identical in ownership.)

*NOTE: When used in this document, the words "I", "me" or "my" refer to any client/principal, whether an individual or an entity, that executes this Durable Power of Attorney.*

I hereby constitute and appoint \_\_\_\_\_ (whose signature appears below),  
(Insert name of agent)

as my agent and attorney-in-fact, with power and authority to act for me and on my behalf in connection with my account(s) with MLPF&S and annuity contract(s) and life, disability, and long-term care insurance policy(ies) owned by me and linked to my accounts at MLPF&S or for which I am entitled to benefits thereunder, however designated, and whether presently open or hereafter opened, specifically conferring upon my agent and attorney-in-fact those powers which I have designated below by initialing the corresponding space provided to the left of each power I wish to confer.

I agree that this Durable Power of Attorney shall be applied to the MLPF&S accounts that I have listed above and annuity contract(s) and life, disability, and long-term care insurance policy(ies) owned by me and linked to my account(s) at MLPF&S and that it may also be applied to any identically titled account(s) that I establish at MLPF&S and/or identically titled annuity contract(s) and life, disability, and long-term care insurance policy(ies) that I own and are linked to my accounts at MLPF&S in the future, unless I notify you otherwise in writing.

### Section 2a. Agent (If Agent is a registered Investment Adviser, go to Section 2b)

**If the agent and attorney-in-fact is not a registered Investment Adviser, choose from the powers listed below in this section 2a:**

**IMPORTANT:** REVIEW **EACH** POWER AND INITIAL **ONLY** THOSE POWERS YOU WANT YOUR AGENT AND ATTORNEY-IN-FACT TO EXERCISE. IF THERE ARE MULTIPLE ACCOUNT OWNERS ON ACCOUNT(S), **EACH ACCOUNT OWNER** MUST INITIAL DESIRED POWERS.

**Initial here (Do not make a mark):**

initials here

#### (a) PURCHASES AND SALES

To effect purchases and sales (including short sales), to subscribe for and to trade in all types of securities and certain investments, including, but not limited to, stocks, bonds, options, limited partnership interests, trust units, physical commodities and options thereon, on margin or otherwise, provided such transactions are permissible under the terms of the account agreement governing the above-referenced MLPF&S account(s), whether such securities or investments are in negotiable form, issued or unissued, or are traded on a foreign exchange (including any foreign currency transactions necessary to effect the trade), and to sell,

assign, endorse and transfer all types of securities and certain investments, including but not limited to stocks, bonds, options, certificates of indebtedness, or certificates which evidence other securities of any nature, at any time standing in my name and to execute any documents necessary to effectuate the foregoing; to receive statements of transactions made for my account(s); to approve and confirm the same, to receive any and all notices, calls for margin, or other demands with reference to my account(s), to exercise employee stock options and to effect sales of employer stock acquired pursuant to such option exercising; and to direct payment to other broker-dealers, banks and other financial service providers for purchases or trades made at such other firms, for my account or accounts at MLPF&S, whether presently open or hereafter opened.

initials here

(b) **WITHDRAWAL AND TRANSFER OF FUNDS AND SECURITIES**

To instruct MLPF&S to make payment of moneys and/ or securities from my account(s) at MLPF&S, and to receive and direct payments therefrom payable to me or for my benefit.

initials here

(c) **GIFTING AUTHORITY - TO 3rd PARTIES**

To make transfers and gifts of money, stocks, bonds, options, limited partnership interests, trust units, or other securities, or any other property or investments, from my account(s) at MLPF&S or of annuity contract(s) or life, disability, and long-term care insurance policy(ies) owned by me and linked to my account(s) at MLPF&S, or of loan, withdrawal or surrender values of those annuity contract(s) or life, disability, and long-term care insurance policy(ies) on my behalf to any third party (other than those individuals who shall sign as witnesses on page 11) including, but not limited to, individuals, entities, trusts, or charitable organizations, provided however, that any such gift shall not discharge an obligation of support of my agent and attorney-in-fact **(such determination shall not be made by MLPF&S).**

initials here

(d) **GIFTING AUTHORITY - TO AGENT**

To make transfers and gifts of money, stocks, bonds, options, limited partnership interests, trust units, or other securities, or any other property or investments, from my accounts at MLPF&S or of annuity contract(s) or life, disability, and long-term care insurance policy(ies) owned by me and linked to my accounts at MLPF&S, or of loan, withdrawal or surrender values of those annuity contract(s) or life, disability, and long-term care insurance policy(ies), on my behalf to my agent and attorney-in-fact, provided however, that such gifts are for my agent and attorney-in-fact's health, education, support or maintenance **(such determination shall not be made by MLPF&S).**

**NOTE: If you have initialed paragraph (c) or (d) in this Section 2a of the Power of Attorney, you have given your agent and attorney-in-fact the authority to give away your assets to third parties or to your agent and attorney-in-fact. If you do not want your agent and attorney-in-fact to have this authority, do not initial paragraph (c) or (d) in this Section 2a of the Power of Attorney. If there is anything about this Power of Attorney that you do not understand, you should consult your own attorney.**

initials here

(e) **CHECK WRITING**

To make and draw checks.

initials here

(f) **TAX DOCUMENTS**

To execute tax forms related to my account(s) at MLPF&S, including, but not limited to, forms which certify my taxpayer identification number, backup withholding status, foreign status and/or tax residency. Specifically, my agent and attorney-in-fact is authorized to prepare, execute, and present on my behalf the following IRS form that is applicable to me and that I have initialed below, I understand that I must only initial next to one form:

initials here

**INITIAL ONLY ONE (Required):**

Form W-9

Form W-8BEN

Form W-8IMY

Form W-8ECI

Form W-8EXP

Note: I understand that if I do not initial next to the **one** appropriate tax form listed above, my agent and attorney-in-fact will not be able to execute such form for me and if I am unable to do so myself, I may be subject to backup withholding.

initials here

(g) **LIFE, DISABILITY AND LONG-TERM CARE INSURANCE POLICIES**

To exercise all available ownership rights on policy(ies) owned by me and linked to my account(s) at MLPF&S, including, but not limited to, the right to cancel or exchange the policy(ies) and receive the net cash surrender value or to choose one or more income plans on canceling the policy(ies), to apply for and receive policy loans, to collaterally assign the policy(ies), to change the allocation between and among the available investment options of the company in which the policy(ies) are funded, to make or change the beneficiary and ownership designations of the policy(ies) and to make inquiries and receive information as to the cash value and death benefit of the policy(ies). To accept, reject, disclaim, receive, receipt for, sell, assign, release, pledge, exchange or consent to a reduction in or modification of any share in or payment from a policy for which I am named a beneficiary that is linked to or held in any account at MLPF&S.

initials here

(h) **ANNUITIES**

To exercise all available ownership rights under contract(s) owned by me and linked to my account(s) at MLPF&S, including but not limited to, the right to select or change an annuitant(s), the annuity date, the annuity option or the allocation between and among the available investment options, to cancel or exchange the contract(s) and receive the net value, to make withdrawals from the contract(s), to collaterally assign the contract(s), to make or change the beneficiary designations or ownership designations of the contract(s), to exercise all available benefits and or riders, and to make inquiries and receive information as to the cash value and death benefit of the contract(s). To accept, reject, disclaim, receive, receipt for, sell, assign, release, pledge, exchange or consent to a reduction in or modification of any share in or payment from a contract for which I am named a beneficiary that is linked to or held in any account at MLPF&S.

initials here

(i) **DURABILITY**

**APPLICABLE ONLY TO U.S. RESIDENT CLIENTS (INCLUDING U.S. RESIDENT ALIENS). (INITIAL ONLY IF YOU WANT YOUR AGENT TO CONTINUE TO ACT ON YOUR ACCOUNT(S) IF YOU BECOME MENTALLY INCAPACITATED.) This Durable Power of Attorney shall not be affected by the subsequent disability, incompetence or incapacity of the principal or by any lapse of time. Not eligible for trust accounts.**

**NOTE: \*ADDITIONAL EXECUTION REQUIREMENTS FOR POWERS OF ATTORNEY EXIST FOR CLIENTS SIGNING A POWER OF ATTORNEY IN THE STATE OF NEW YORK. THESE ADDITIONAL EXECUTION REQUIREMENTS ARE SET FORTH IN DETAIL AT THE TOP OF PAGE 13 OF THIS POWER OF ATTORNEY. IF THE CLIENT SIGNS A POWER OF ATTORNEY IN A STATE OTHER THAN NEW YORK, THE CLIENT SHOULD CONSULT WITH HIS OR HER OWN LEGAL COUNSEL TO DETERMINE IF THIS DURABLE POWER OF ATTORNEY SHOULD BE RE-EXECUTED.**

initials here

(j) **ONLINE ACCESS (READ ONLY)**

To view my account(s) through MLPF&S's websites and/or mobile applications.

Note: Power (j) ONLINE ACCESS (READ ONLY) is at all times subject to the terms, conditions and requirements applicable to MLPF&S's websites and/or mobile applications, including any requirements for access.

initials here

(k) **INFORMATION**

To discuss my account(s) with representatives of MLPF&S; to request and receive confidential information from MLPF&S regarding my account(s), including, but not limited to, account number(s), balances, holdings, activity, strategy, goals and performance; and to request and be provided with copies of my account statements, trade confirmations, and tax reporting statements.

If the agent and attorney-in-fact is a registered Investment Adviser, choose from the powers listed below in this section 2b:

**IMPORTANT:** REVIEW EACH POWER AND INITIAL ONLY THOSE POWERS YOU WANT YOUR INVESTMENT ADVISER TO EXERCISE. IF THERE ARE MULTIPLE ACCOUNT OWNERS ON ACCOUNT(S), EACH ACCOUNT OWNER MUST INITIAL DESIRED POWERS.

Initial here (Do not make a mark):

initials here

(a) **PURCHASES AND SALES**

To effect purchases and sales (including short sales), to subscribe for and to trade in all types of securities and certain investments, including, but not limited to, stocks, bonds, options, limited partnership interests, trust units, physical commodities and options thereon, on margin or otherwise, provided such transactions are permissible under the terms of the account agreement governing the above-referenced MLPF&S account(s), whether such securities or investments are in negotiable form, issued or unissued, or are traded on a foreign exchange (including any foreign currency transactions necessary to effect the trade), to sell, assign, endorse and transfer all types of securities and certain investments, including but not limited to stocks, bonds, options, certificates of indebtedness, or certificates which evidence other securities of any nature, at any time standing in my name and to execute any documents necessary to effectuate the foregoing; to receive statements of transactions made for my account(s); to approve and confirm the same, to receive any and all notices, calls for margin, or other demands with reference to my account(s), to exercise employee stock options and to effect sales of employer stock acquired pursuant to such option exercising; and to direct payment to other broker-dealers, banks and other financial service providers for purchases or trades made at such other firms, for my account or accounts at MLPF&S, whether presently open or hereafter opened.

initials here

(b) **PROXY**

To receive proxy soliciting materials, annual reports and other related materials and to vote proxies on my behalf (or respond to requests for voting instructions) with respect to all securities and other assets held in my account(s) at MLPF&S. If this power is initialed, the undersigned client/principal hereby represents the following to MLPF&S: that the investment adviser designated above is registered under the Investment Advisers Act of 1940 and that such adviser exercises investment discretion over my account(s) at MLPF&S pursuant to an advisory contract.

*NOTE: You may revoke this power at any time by providing MLPF&S with written notice that all proxy soliciting materials, annual reports and other related materials are to be sent directly to you and are no longer to be sent to your investment adviser.*

initials here

(c) **FEES**

MLPF&S is hereby authorized, upon receipt of invoices or statements from the investment adviser named above, to pay such amounts in connection with the above account(s) to:

Name of Investment Adviser \_\_\_\_\_

Address of Investment Adviser \_\_\_\_\_



In connection with the above direction, I agree that the investment adviser's fees shall be paid first (a) from free credit balances, if any, in my account(s); and second, (b) from the liquidation or withdrawal (which the client/principal hereby authorizes by his/her signature below) by MLPF&S of my shares of any money market funds or balances in my account(s) at MLPF&S. I further agree that MLPF&S shall be under no other duty or obligation to pay the investment adviser's fee, that I shall be solely responsible for verifying the accuracy or calculation of fees submitted for such payment, and that the investment adviser named above has been directed to submit an invoice or statement for each payment of fees to me and to MLPF&S, stating the client's name, which MLPF&S account number the fee is to be paid from, and the amount to be paid. This fee payment authorization shall remain in full force and effect until terminated by one of the parties hereto, and such termination shall be effective upon receipt of written notice by MLPF&S. MLPF&S may terminate this fee payment arrangement at any time.

*NOTE: If this paragraph (c) (FEES) has been initialed by the client/principal, the investment adviser/agent, by signing below, makes the following representations to MLPF&S: That I/we have entered into an agreement with the client/principal for investment advisory services which authorizes me/us to receive direct payment from the client's/principal's account(s) at MLPF&S upon presentation of my/our invoice or statement to MLPF&S. I/We acknowledge and agree to all of the foregoing terms and conditions of my/our client's above authorization to MLPF&S, and I/we agree to hold MLPF&S harmless for amounts paid to me/ us upon receipt of my/our invoice or statement.*

initials here

(d) **DURABILITY**

**APPLICABLE ONLY TO U.S. RESIDENT CLIENTS (INCLUDING U.S. RESIDENT ALIENS). (INITIAL ONLY IF YOU WANT YOUR AGENT TO CONTINUE TO ACT ON YOUR ACCOUNT(S) IF YOU BECOME MENTALLY INCAPACITATED.) This Durable Power of Attorney shall not be affected by the subsequent disability, incompetence or incapacity of the principal or by any lapse of time. Not eligible for trust accounts.**

**NOTE: \*ADDITIONAL EXECUTION REQUIREMENTS FOR POWERS OF ATTORNEY EXIST FOR CLIENTS RESIDING IN THE STATE OF NEW YORK. THESE ADDITIONAL EXECUTION REQUIREMENTS ARE SET FORTH IN DETAIL AT THE TOP OF PAGE 13 OF THIS POWER OF ATTORNEY. IF THE CLIENT SIGNS A POWER OF ATTORNEY IN A STATE OTHER THAN NEW YORK, THE CLIENT SHOULD CONSULT WITH HIS OR HER OWN LEGAL COUNSEL TO DETERMINE IF THIS DURABLE POWER OF ATTORNEY SHOULD BE RE-EXECUTED.**



I have inquired as to whether or not my agent and attorney-in-fact is registered (or is otherwise exempt from registration) with the Securities and Exchange Commission under the Investment Advisers Act of 1940 and with the appropriate state authority of my state of residence, where such registration would be required. In addition, I have investigated the business experience, qualifications and reputation of my agent and attorney-in-fact and am satisfied with the experience, qualifications and reputation of my agent and attorney-in-fact.

If I have appointed two or more agents and attorneys-in-fact, I hereby authorize them to act alone and without the consent of the other agent or agents, with respect to the powers granted above. In addition, I hereby authorize MLPF&S to restrict my account(s) from further activity in the event the agents enter conflicting or inconsistent instructions. I also hereby authorize any insurance company issuing my annuity contract(s) and life, disability, and long-term care insurance policy(ies) to restrict my contract(s) and life, disability, and long-term care insurance policy(ies) from further activity in the event the agents enter conflicting or inconsistent instructions. I understand that my account(s), annuity contract(s), and life, disability, and long-term care insurance policy(ies) may remain restricted until written instructions are received from me, the principal, or until joint written instructions are submitted by all of my agents.

MLPF&S, MLLA and any insurance company issuing annuity contracts and life, disability, and long-term care insurance policies owned by me and linked to my accounts at MLPF&S accordingly are authorized and empowered to follow the instructions of my said agent and attorney-in-fact with respect to the powers set forth and initialed above with respect to my account(s) at MLPF&S and annuity contract(s) and life, disability, and long-term care insurance policy(ies) owned by me and linked to my account(s) at MLPF&S; provided such instructions and transactions are permissible under the terms of my applicable account agreement(s) with MLPF&S and those annuity contract(s) and life, disability, and long-term care insurance policy(ies), and I hereby ratify and confirm any and all transactions, trades, or dealings effected in and for my MLPF&S account(s) and with regard to annuity contract(s) and life, disability, and long-term care insurance policy(ies) owned by me and linked to my account(s) at MLPF&S by my agent and attorney-in-fact, and agree to indemnify MLPF&S and MLLA, their affiliates, officers, agents and employees of MLPF&S and MLLA and their affiliates and hold them free and harmless from any loss, liability, or damage by reason of any such transaction, trade or dealing, or by reason of any other matter or thing done by MLPF&S and MLLA, their affiliates, officers, agents and employees of MLPF&S and MLLA and their affiliates in and for my account(s) at MLPF&S and with regard to annuity contract(s) and life, disability, and long-term care insurance policy(ies) owned by me and linked to my account(s) at MLPF&S pursuant to instructions received from my agent and attorney-in-fact.

This power of attorney, authorization and indemnity is in addition to (and in no way limits or restricts) any and all rights which MLPF&S and MLLA may have under any other agreement or agreements between MLPF&S and MLLA and me, and shall inure and continue in favor of MLPF&S and MLLA, their successors (by merger, consolidation or otherwise) and assigns.

This power of attorney, authorization and indemnity shall not be affected by lapse of time. It shall continue in full force and effect, and MLPF&S and MLLA, and their successors and assigns shall be indemnified in relying thereon, until MLPF&S and MLLA shall receive written notice of revocation thereof, signed by me; or in the event of the termination thereof by my death, or my mental incapacity (if I have not elected to make this Power of Attorney durable), until MLPF&S and MLLA shall have received actual notice thereof, and such revocation or termination shall in no way affect the validity of this Power of Attorney and my liability under the indemnity herein contained, with reference to any transaction initiated by my agent and attorney-in-fact, prior to the actual receipt by MLPF&S and MLLA of notice of such revocation or termination, as above provided.

To induce any transfer agent or other third party to act, I hereby agree that any transfer agent or other third party receiving a duly executed copy or facsimile of this Power of Attorney may act upon it, and that revocation or termination hereof shall be ineffective as to such transfer agent or other third party, unless and until actual notice or knowledge of such revocation or termination shall have been received by such transfer agent or other third party, and I for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such transfer agent or other third party from and against any and all claims that may arise against such transfer agent or other third party by reason of such transfer agent or third party having relied on this Power of Attorney.

I have read carefully the provisions of this Power of Attorney and understand that it authorizes my agent and attorney-in-fact, herein named, to exercise all rights and powers set forth and initialed above with respect to my account(s) with MLPF&S and annuity contract(s) and life, disability, and long-term care insurance policy(ies) owned by me and linked to my account(s) at MLPF&S, and I understand that anything my agent may do in the exercise of such rights and powers is fully binding upon me. Regardless of whether power (k) INFORMATION is initialed, I authorize MLPF&S to share confidential information about my account(s) with my agent and attorney-in-fact as MLPF&S deems reasonable and necessary for my agent and attorney-in-fact to perform the powers granted.

I understand that MLPF&S and MLLA have not provided any advice that this Power of Attorney satisfies the requirements under the laws of the state in which it is to be effective, and if there is anything about this Power of Attorney that I do not understand, I should consult with my attorney for an explanation.

*[Remainder of page intentionally left blank; signature page follows]*

**NOTE:**

This is an important legal document. Before executing this Power of Attorney you should know these important facts:

1. Depending on the powers you have authorized for your agent and attorney-in-fact, this document may provide the person you designated as your agent and attorney-in-fact with broad powers including, but not limited to, the management, transfer, withdrawal, gifting or sale of assets in your MLPF&S account and of your annuity contracts and life, disability, and long-term care insurance policy(ies) owned by you and linked to your account(s) at MLPF&S.
2. If you have selected durability (paragraph (i) under Section 2a or paragraph (d) under Section 2b), your agent's and attorney-in fact's authority will continue notwithstanding your subsequent mental disability, incompetence or incapacity.
3. You have the right to revoke or terminate this Power of Attorney at any time and any such revocation or termination shall be effective upon receipt of written notice by MLPF&S and MLLA.
4. If there is anything about this Power of Attorney you do not understand, you should consult with your own attorney.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Client/Principal

\_\_\_\_\_  
Signature of Client/Principal

\_\_\_\_\_  
Printed Name of Client/Principal

\_\_\_\_\_  
Printed Name of Client/Principal

\_\_\_\_\_  
Write in Title on line above (e.g., Trustee, President, etc.)

**MUST** be completed for fiduciary accounts (if not completed, document will be rejected).

\_\_\_\_\_  
Write in Title on line above (e.g., Trustee, President, etc.)

**MUST** be completed for fiduciary accounts (if not completed, document will be rejected).

**WITNESSES\*** (Two witnesses are required. Notary may act as one witness. Agent may not be a witness) By signing as witness, I acknowledge that the above named principal signed the Power of Attorney in my presence and the presence of the other witness, or that the principal acknowledged to me that the principal's signature was affixed by him or her or at his or her direction. I also acknowledge that the principal has stated that this Power of Attorney reflects his or her wishes and that he or she has signed it voluntarily. I am not named herein as a permissible recipient of gifts.

**WITNESSES\*** (Two witnesses are required. Notary may act as one witness. Agent may not be a witness) By signing as witness, I acknowledge that the above named principal signed the Power of Attorney in my presence and the presence of the other witness, or that the principal acknowledged to me that the principal's signature was affixed by him or her or at his or her direction. I also acknowledge that the principal has stated that this Power of Attorney reflects his or her wishes and that he or she has signed it voluntarily. I am not named herein as a permissible recipient of gifts.

(1) \_\_\_\_\_  
Signature of Witness 1

(1) \_\_\_\_\_  
Signature of Witness 1

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Witness 1

\_\_\_\_\_  
Printed Name of Witness 1

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
City, State, Zip Code

(2) \_\_\_\_\_  
Signature of Witness 2

(2) \_\_\_\_\_  
Signature of Witness 2

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Witness 2

\_\_\_\_\_  
Printed Name of Witness 2

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
City, State, Zip Code

\*Note for accounts with more than one Client/Principal please ensure all parties have signed.

\*Client/Principal signature **MUST** be notarized. See Page 12

## Section 4. Notary Acknowledgment

PLEASE NOTE THAT ALL FIELDS, INCLUDING THE CHECK BOXES BELOW, MUST BE COMPLETED BY THE NOTARY (OR THE DOCUMENT WILL BE REJECTED). THIS DOCUMENT MUST BE NOTARIZED.

THIS ACKNOWLEDGMENT FORM MAY NOT BE USED BY CALIFORNIA OR FLORIDA NOTARIES. CALIFORNIA OR FLORIDA NOTARIES SHOULD USE A STAND-ALONE NOTARIAL ACKNOWLEDGMENT FORM THAT MEETS THEIR STATE REQUIREMENTS.

### CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

Notary Acknowledgment:

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_ by \_\_\_\_\_, the person whose name is subscribed to

(Insert Name of Client/Principal, not Notary's name)

the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or entity upon which the person acted, executed the instrument.

**PLEASE CHECK ONE OF THE FOLLOWING (REQUIRED):** ☐ Personally known to me OR ☐ Produced identification

\_\_\_\_\_  
Type of Identification Produced

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Seal)

\_\_\_\_\_  
Print Name of Notary Public

\_\_\_\_\_  
My Commission expires

Notary Acknowledgment:

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_ by \_\_\_\_\_, the person whose name is subscribed to

(Insert Name of Client/Principal, not Notary's name)

the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or entity upon which the person acted, executed the instrument.

**PLEASE CHECK ONE OF THE FOLLOWING (REQUIRED):** ☐ Personally known to me OR ☐ Produced identification

\_\_\_\_\_  
Type of Identification Produced

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Seal)

\_\_\_\_\_  
Print Name of Notary Public

\_\_\_\_\_  
My Commission expires

**\*NEW YORK EXECUTION REQUIREMENTS IF THE CLIENT/PRINCIPAL SIGNS A POWER OF ATTORNEY IN THE STATE OF NEW YORK:**

- The Power of Attorney must be signed and dated by the principal, notarized and witnessed by two persons who are not named in the instrument as permissible recipients of gifts or transfers.
- The Power of Attorney must be signed and dated by the agent(s), and the signature(s) of the agent(s) must be notarized (the agent(s) may sign at a later date than the principal). Agent may not sign before the principal has executed the Power of Attorney.

**NOTICE**

**IMPORTANT INFORMATION FOR THE AGENT:**

When you accept the authority granted under this Power of Attorney, a special legal relationship is created between you and the principal. This relationship imposes on you legal responsibilities that continue until you resign or the Power of Attorney is terminated or revoked. You must:

- (1) Act according to any instructions from the principal, or, where there are no instructions, in the principal's best interest;
- (2) Avoid conflicts that would impair your ability to act in the principal's best interest;
- (3) Keep the principal's property separate and distinct from any assets you own or control, unless otherwise permitted by law;
- (4) Keep a record of all transactions conducted for the principal or keep all receipts of payments and transactions conducted for the principal; and
- (5) Disclose your identity as an agent whenever you act for the principal by writing or printing the principal's name and signing your own name as "agent" in either of the following manner: (Principal's Name) by (Your Signature) as Agent, or (Your Signature) as Agent for (Principal's Name).

You may not use the principal's assets to benefit yourself or anyone else or make gifts to yourself or anyone else unless the principal has specifically granted you that authority in the modifications section of this document or a Non-Statutory Power of Attorney. If you have that authority, you must act according to any instructions of the principal or, where there are no such instructions, in the principal's best interest. You may resign by giving written notice to the principal and to any co-agent, successor agent, monitor if one has been named in this document, or the principal's guardian if one has been appointed. If there is anything about this document or your responsibilities that you do not understand, you should seek legal advice.

**LIABILITY OF THE AGENT:**

The meaning of the authority given to you is defined in New York's General Obligations Law, Article 5, Title 15. If it is found that you have violated the law or acted outside the authority granted to you in the Power of Attorney, you may be liable under the law for your violation.

**Section 5. Agent Information and Signature (Each Agent is required to complete and sign this section)**

Agent may not sign before the principal has executed the Power of Attorney.

**AGENT'S SIGNATURE AND ACKNOWLEDGMENT OF APPOINTMENT:**

It is not required that the principal and the agent(s) sign at the same time, nor that multiple agents sign at the same time.

I hereby represent to the principal and to MLPF&S that I am familiar with and have reviewed the investment goals, guidelines and objectives of the client; and that I will invest consistently with his or her stated goals, guidelines and objectives.

I have read the foregoing Power of Attorney. I am the person identified therein as agent for the principal named therein. I acknowledge my legal responsibilities.

\*Additional Profile information may be required

\_\_\_\_\_  
**Agent's Signature**

\_\_\_\_\_  
**Agent's SSN/TIN**

\_\_\_\_\_  
**Agent's Date of Birth**

\_\_\_\_\_  
**Printed Name of Agent**

\_\_\_\_\_  
**Agent's Occupation**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Agent's Employer Name (if any)**

\_\_\_\_\_  
**Agent's Phone Number**

\_\_\_\_\_  
**Agent's Email Address**

\_\_\_\_\_  
**Agent's MLPF&S Account Number(s) (if any)**

\_\_\_\_\_  
**Agent's Address**

PLEASE NOTE THAT ALL FIELDS, INCLUDING THE CHECK BOXES BELOW, MUST BE COMPLETED BY THE NOTARY (OR THE DOCUMENT WILL BE REJECTED). AGENT SIGNATURE MUST BE NOTARIZED.

THIS ACKNOWLEDGMENT FORM MAY NOT BE USED BY CALIFORNIA OR FLORIDA NOTARIES. CALIFORNIA OR FLORIDA NOTARIES SHOULD USE A STAND-ALONE NOTARIAL ACKNOWLEDGMENT FORM THAT MEETS THEIR STATE REQUIREMENTS.

**CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC**

Notary Acknowledgment:

\_\_\_\_\_  
State of

\_\_\_\_\_  
County of

The foregoing instrument was acknowledged before me, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_

20\_\_\_\_ by \_\_\_\_\_ the person whose name is subscribed to

(Insert Name of Agent, not Notary's name)

the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or entity upon which the person acted, executed the instrument.

**PLEASE CHECK ONE OF THE FOLLOWING (REQUIRED):** ☐ Personally known to me OR ☐ Produced identification

\_\_\_\_\_  
**Type of Identification Produced**

WITNESS my hand and official seal.

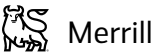
\_\_\_\_\_  
**Signature of Notary Public**

(Seal)

\_\_\_\_\_  
**Print Name of Notary Public**

\_\_\_\_\_  
**My Commission expires**

Please return this form within 30 days to:  
Merrill Document Processing  
PO Box 14354  
Lexington, KY 40512-9706  
  
Or fax to 866.994.7807  
(faxes will reflect as received within 48 hours)



# Action required

## Agent profile for Power of Attorney

Merrill account number(s) for which Power of Attorney is being applied \_\_\_\_\_  
\_\_\_\_\_ and \_\_\_\_\_

Is Agent a U.S. Citizen?      Yes      No If no, please supply a copy of passport or national ID.

Agent's SSN or TIN \_\_\_\_\_

Agent's name \_\_\_\_\_

Agent's date of birth \_\_\_\_\_

Agent's occupation \_\_\_\_\_

Agent's employer \_\_\_\_\_

Agent's state of residence \_\_\_\_\_

Agent's relationship to account holder \_\_\_\_\_

### Agent's residential address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Agent's mailing address (If mailing address is different than the residential address, please list below.):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agent's telephone number \_\_\_\_\_

Agent's email address \_\_\_\_\_

### Affiliation information (Both questions contained in this section must be answered.)

#### 1. Is the Agent, his/her spouse or another member of their household employed by Merrill, Bank of America and its affiliates, a broker dealer, self-regulatory organization, or another financial institution?

Yes      No

If yes, relationship:

Member of household  
Self  
Spouse

Institution:

Merrill Lynch, Pierce, Fenner & Smith  
Bank of America Corporation  
Other institution (complete line below)

Name of other institution \_\_\_\_\_  
(if other than Merrill or Bank of America)

#### 2. Is the Agent a director, 10% shareholder or someone who has the ability to control corporate action or policy of a public company?      Yes      No

Company name \_\_\_\_\_ Symbol \_\_\_\_\_

If the stock is unlisted, enter "NLIST" as symbol.

If the Control Person has more than one (1) Control Person Company and Symbol, use the Client Profile Supplemental Page for Control Person Company to list them all. Use as many additional pages as needed.

Continued on back

Merrill Lynch, Pierce, Fenner & Smith Incorporated (also referred to as "MLPF&S" or "Merrill") makes available certain investment products sponsored, managed, distributed or provided by companies that are affiliates of Bank of America Corporation ("BofA Corp."). MLPF&S is a registered broker-dealer, registered investment adviser, Member SIPC and a wholly owned subsidiary of BofA Corp.

Investment products:

<b>Are Not FDIC Insured</b>	<b>Are Not Bank Guaranteed</b>	<b>May Lose Value</b>
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**This section to be completed only if Agent is not a U.S. citizen (please supply a copy of your passport and permanent resident card):**

Agent's passport or national ID number \_\_\_\_\_ Type of passport: \_\_\_\_\_  
Military Diplomatic Standard

Type of national ID \_\_\_\_\_ Country that issued passport/national ID \_\_\_\_\_

Passport/ID issued: \_\_\_\_ / \_\_\_\_ / \_\_\_\_      Passport/ID expires: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
MM DD YYYY                                  MM DD YYYY

Agent's passport or national ID number \_\_\_\_\_ Type of passport: \_\_\_\_\_

Military      Diplomatic      Standard

Type of national ID \_\_\_\_\_ Country that issued passport/national ID \_\_\_\_\_

Passport/ID issued: \_\_\_\_ / \_\_\_\_ / \_\_\_\_      Passport/ID expires: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
MM DD YYYY                          MM DD YYYY

NOTE: The Agent must sign below when completing any section of this form.

By signing this form, I represent and agree that statements and information contained in this document are accurate.

Agent signature \_\_\_\_\_ Date \_\_\_\_\_

If you have any questions, please contact the Merrill Ongoing Support Team at 888.654.6837 between 8 a.m. and 8 p.m. Eastern, Monday through Friday, and say **“Personal Information Update.”**

GATHER CLIENT INFORMATION

SUPPLEMENTAL PAGE FOR CONTROL PERSON COMPANIES

Use this page to enter additional Control Person Companies and Stock Symbols that do not fit in the Control Person fields in the main body of the Profile Form.

Company name	Symbol
Company name	Symbol
Company name	Symbol
Company name	Symbol
Company name	Symbol
Company name	Symbol
Company name	Symbol
Company name	Symbol
Company name	Symbol
Company name	Symbol
Company name	Symbol
Company name	Symbol
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Company name	Symbol

