#### **ARIZONA**

# DURABLE POWER OF ATTORNEY FOR RETIREMENT ACCOUNTS FOR WHICH MERRILL LYNCH IS CUSTODIAN

#### **INSTRUCTIONS:**

You may use this form to designate an individual or entity to act on your behalf as your agent with regard to your retirement account(s) at Merrill Lynch. 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.
- o 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.
- This power of attorney must be signed in the presence of a Notary and witnessed by a person other than the agent, the agent's spouse, the agent's children, or the Notary Public.
- Use section 2a to indicate the powers you would like to give to your agent if your agent is <u>not</u> 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.
- 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 10.
   (Agent Information and Signature) if multiple agents are being appointed.

## ARIZONA DURABLE POWER OF ATTORNEY FOR RETIREMENT ACCOUNTS FOR WHICH MERRILL LYNCH IS CUSTODIAN

(for AZ 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 non-retirement accounts at MLPF&S.)

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 Retirement Account Number(s)  (If more than one account listed, accounts must report under same Tax ID and be identical in ownership.  ("Retirement Account(s)" includes, but is not limited to, any one or more of the following account
types: an Individual Retirement Account (IRA), a Medical Savings Account (MSA), a Roth Individual Retirement Account (RRA), a Merrill Lynch Basic Money Purchase Pension or Profit-sharing Plan Account, a Merrill Lynch Simplified Employee Pension (SEP) Account, a Merrill Lynch Simple Retirement Account (SRA), or a Merrill Lynch 403(b)(7)- Retirement Selector Account (RSA), whether presently opened or hereafter opened.)
I hereby constitute and appoint (whose signature appears (Insert Name of agent)
below), as my agent and attorney-in-fact, with power and authority to act for me and on my behalf in connection with my Retirement Account(s) with MLPF&S for which MLPF&S is custodian, however designated, 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 that 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 <u>is not a Registered Investment Adviser</u> , choose from the powers listed below in this section 2a:
IMPORTANT: REVIEW <u>EACH</u> POWER AND INITIAL <u>ONLY</u> THOSE POWERS YOU WANT YOUR AGENT AND ATTORNEY-IN-FACT TO EXERCISE.
Initial here (Do not make a mark):
initials here (a) PURCHASES AND SALES

To effect purchases and sales, to subscribe for and to trade in all types of securities including, but not limited to, stocks, bonds, options, limited partnership interests, trust units, investments, or other securities obtainable through MLPF&S and its affiliates, that are compatible with MLPF&S's administrative, regulatory and operational requirements pertaining to my Retirement Account(s) at MLPF&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 receive statements of transactions made for my Retirement Account(s); to approve and confirm the same, to receive any and all notices or demands with reference to my Retirement Account(s); and to direct payments to other broker-dealers, banks and other financial service providers for purchases or trades made at such other firms, for my Retirement Account(s) at MLPF&S.

## (b) DISTRIBUTIONS/TRANSFERS TO/FOR ME

To instruct MLPF&S to distribute or transfer to me or for my benefit or a successor custodian or trustee any and all cash, securities or other property held in my Retirement Account(s), regardless of the tax consequences of any such distribution.

## initials here (c) BENEFICIARY DESIGNATIONS

To designate beneficiaries, or change existing beneficiary designations, in accordance with the procedures outlined in the applicable account agreement(s) governing my Retirement Account(s) at MLPF&S.

## initials here (d) MAKE CONTRIBUTIONS

To make contributions to my Retirement Account(s) at MLPF&S, whether or not tax deductible by me.

## (e) LIFE, DISABILITY AND LONG-TERM CARE INSURANCE POLICIES

To exercise all available ownership rights on my policy(ies), 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 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 receive funds from, elect options under or continue any life, disability, and long-term care insurance policy for which I am named a beneficiary that is linked to or held in any account at MLPF&S.

## initials here (f) ANNUITIES

To exercise all available ownership rights under my contract(s), including, but not limited to, the right to select or change an annuitant, 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 all information as to the cash value and death benefit of the contract. To receive funds from, elect options under or continue any annuity contract for which I am named a beneficiary that is linked to or held in any account at MLPF&S.

## initials here (h) ONLINE ACCESS (READ ONLY)

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

Note: Power (h) 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 (i) 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.

Section 2b. Registered Investment Adviser as Agent (May not be used for Merrill Edge Accounts)
If you filled out Section 2a, please do not fill out Section 2b

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

<u>IMPORTANT</u>: REVIEW <u>EACH</u> POWER AND INITIAL <u>ONLY</u> THOSE POWERS YOU WANT YOUR INVESTMENT ADVISER TO EXERCISE.

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

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 Retirement Account(s). If this power is initialed, the undersigned 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 Retirement 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 Retirement 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 Retirement 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 Retirement 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 retirement 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.

## Section 3. Power of Attorney Disclosure and Client Signature Page (Review this section carefully)

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 each of 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 Retirement 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 Retirement 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 Retirement 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 Retirement Account(s) 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 Retirement 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 Retirement 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 pursuant to instructions received from my agent and attorney-in-fact.

This durable 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 its successors (by merger, consolidation or otherwise) and assigns.

This durable power of attorney, authorization and indemnity shall not be affected by my subsequent disability, incompetence or incapacity, or by any lapse of time, 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, 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 Retirement 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 (i) INFORMATION is initialed, I authorize MLPF&S to share confidential information about my Retirement Account(s) at MLPF&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 Durable 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 Durable Power of Attorney that I do not understand, I should consult with my attorney for an explanation.

NOTE: IF THE CLIENT'S STATE OF RESIDENCE CHANGES AFTER THE CLIENT HAS EXECUTED THIS DURABLE POWER OF ATTORNEY, THE CLIENT SHOULD CONSULT WITH HIS OR HER OWN LEGAL COUNSEL TO DETERMINE IF A NEW DURABLE POWER OF ATTORNEY SHOULD BE EXECUTED.

#### **NOTICE:**

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

- 1. Since this is a Durable Power of Attorney, your agent's and attorney-in-fact's authority will continue notwithstanding your subsequent mental disability or incapacity.
- 2. You have the right to revoke or terminate this Durable 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.
- 3. If you have initialed power (c) under Section 2a of this Durable Power of Attorney, you have given your agent and attorney-in-fact the authority to choose who will receive the assets in your Retirement Account at your death.
- 4. The information provided in this Power of Attorney does not substitute for legal advice. If there is anything about this Durable Power of Attorney you do not understand, you should consult with your own attorney.

l,	, the principal, sign my name to this power of attorney		
(Insert name of client/principal)		-	-
this day of sworn do declare to the undersigned	:	_, 20	and being first duly
sworn do declare to the undersigned attorney and that I sign it willingly, th expressed in the power of attorney a under no constraint or undue influence.	aat I execute it as my free and v and that I am eighteen years o	oluntary a	ct for the purposes
	Signature o	f Client/Pr	incipal
I,(Insert name of witness)	, the witness, sign my nar	ne to the f	oregoing power of attorney
being first duly sworn and do declare to t instrument as his/her power of attorney the principal, sign this power of attorney knowledge the principal is eighteen year influence.	and that he/she signs it willingly, as witness to the principal's sign	and that I, i ing and tha	in the presence and hearing of at to the best of my
	Signature o	f Witness	

[Both signatures must be notarized. See page 8.]

## Section 4. Notary Acknowledgment (The signatures of both the client/principal and the witness must be notarized)

PLEASE NOTE THAT ALL FIELDS MUST BE COMPLETED BY THE NOTARY (OR THE DOCUMENT WILL BE REJECTED).

THIS ACKNOWLEDGMENT FORM MAY NOT BE USED BY CALIFORNIA OR FLORIDA NOTARIES. CALIFORNIA NOTARIES ARE TO USE THE CALIFORNIA ACKNOWLEDGMENT FORM OR THE NOTARIAL ACKNOWLEDGMENT FORM AVAILABLE ON THE CALIFORNIA SECRETARY OF STATE WEBSITE.

FLORIDA NOTARIES ARE TO USE THE ACKOWLEDGEMENT FOR FLORIDA.

#### CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

Notary Acknowledgment:		
State of	County of	
Subscribed, sworn to and acknowledged befor	re me by(Insert Name of Client/Prin	the principa ncipal, not Notary's Name)
and subscribed and sworn to before me by	(Insert name of Witness)	the witness,
thisday of	, 20	
WITNESS my hand and official seal.		
		(Seal)
Signature of Notary Public		
Print Name of Notary Public		My Commission expires
Notary Acknowledgment:		
State of	County of	
Subscribed, sworn to and acknowledged befor	e me by (Insert Name of Client/Pring)	the princip
and subscribed and sworn to before me by		
thisday of	, 20	
WITNESS my hand and official seal.		
		(Seal)
Signature of Notary Public		

#### NOTE: FOR ARIZONA RESIDENTS HAVING THIS DOCUMENT NOTARIZED IN THE STATE OF CALIFORNIA

This Acknowledgment form may not be used by California notaries. California notaries are to use the notarial acknowledgment form available on the California Secretary of State website. The signatures of both the client/principal and the witness must be notarized.

	FLORIDA NOTARIES MUST US	SE THIS ACKNOWLEDGMENT FORM
NOTARY ACKNOWLEDGEME	NT:	
State of Florida, County of _		
The foregoing instrument w	as acknowledged before me, a Notary P	Public, by means of (check one) $\square$ physical presence or $\square$ online
notarization, this	day of	, 20,
by	, the perso	on whose name is subscribed to within this instrument and
	Principal, not Notary's name)	
acknowledged to me that he	e/she executed the same in his/her auth	horized capacity.
-		horized capacity.
PLEASE CHECK ONE OF 1	THE FOLLOWING (REQUIRED):	horized capacity. entification:
PLEASE CHECK ONE OF 1	THE FOLLOWING (REQUIRED):  Produced the following type of idea	
PLEASE CHECK ONE OF T	THE FOLLOWING (REQUIRED):  Produced the following type of ide	ntification:
PLEASE CHECK ONE OF 1  Personally known or  WITNESS my hand and office	THE FOLLOWING (REQUIRED): Produced the following type of idential seal	entification:
PLEASE CHECK ONE OF TO Personally known or UNITNESS my hand and office	THE FOLLOWING (REQUIRED): Produced the following type of idential seal	entification:
PLEASE CHECK ONE OF 1  Personally known or  WITNESS my hand and office	THE FOLLOWING (REQUIRED): Produced the following type of idential seal	entification:

# AVAILABLE ON THE CALIFORNIA SECRETARY OF STATE WEBSITE. ACKNOWLEDGMENT A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

personally appeared\_\_\_\_\_\_, who proved to me on the basis of (Insert name of Client/Principal, not Notary's name)

satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

 $I\ certify\ under\ PENALTY\ OF\ PERJURY\ under\ the\ laws\ of\ the\ State\ of\ California\ that\ the\ foregoing\ paragraph\ is\ true\ and\ correct.$ 

WITNESS my hand and official seal.

(Seal)

Signature

#### 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 the 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 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.

I the n	principal sign my name to this power of attorney this		
(Insert name of client/principal)	orincipal, sign my name to this power of attorney thisday of		
	uly sworn do declare to the undersigned authority that I sign and		
execute this instrument as my power of attorney and that	I sign it willingly, that I execute it as my free and voluntary act for the eighteen years of age or older, of sound mind and under no		
	l the		
	I,, the (Insert name of witness)		
Signature of Client/Principal	witness, sign my name to the foregoing power of attorney l first duly sworn and do declare to the undersigned authority the principal signs and executes this instrument as his/her p		
TITLE written on above	of attorney and that he/she signs it willingly, and that I, in the		
(e.g., Trustee, President, etc.)	presence and hearing of the principal, sign this power of attorned as witness to the principal's signing and that to the best of my		
REQUIRED for fiduciary accounts (if not completed, document will be rejected).	knowledge the principal is eighteen years of age or older, of sound mind and under no constraint or undue influence.		
	Signature of Witness		
(Insert name of client/principal), 20 and being first dul execute this instrument as my power of attorney and that I	orincipal, sign my name to this power of attorney this day of all sworn do declare to the undersigned authority that I sign and I sign it willingly, that I execute it as my free and voluntary act for the eighteen years of age or older, of sound mind and under no		
	I the		
	l,, the (Insert name of witness)		
Signature of Client/Principal	witness, sign my name to the foregoing power of attorney bein first duly sworn and do declare to the undersigned authority th the principal signs and executes this instrument as his/her pow		
TITLE written on above	of attorney and that he/she signs it willingly, and that I, in the		
	presence and hearing of the principal, sign this power of attorney		
(e.g., Trustee, President, etc.)			
<del></del>	as witness to the principal's signing and that to the best of my		
(e.g., Trustee, President, etc.)			
(e.g., Trustee, President, etc.)  REQUIRED for fiduciary accounts	as witness to the principal's signing and that to the best of my knowledge the principal is eighteen years of age or older, of		

# Section 5. Agent Information and Signature (Each Agent is required to complete and sign this section) (Must be completed after the client has signed the form and form has been witnessed and/or notarized)

I hereby represent 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.

*Additional Profile information may be requ	uired	
Agent's Signature	Agent's SSN/TIN	Agent's Date of Birth
Date Note: Must be signed after POA is executed	Agent's Occupation	
Agent Print Name	Agent's Address	
Agent's Phone Number	<b>3</b>	
Agent's MLPF&S Account Number(s) (if any)		