

# Merrill Edge<sup>™</sup> Self-Directed Cash Management Account (CMA® Account)

Account Application
Booklet and Agreements

#### Return completed application to:

By Standard Mail:

Merrill Lynch Merrill Edge/New Accounts MSC NJ2-140-02-15 P.O. Box 1501 Pennington, NJ 08534 By Express Delivery:

Merrill Lynch Merrill Edge/New Accounts MSC NJ2-140-02-15 1400 Merrill Lynch Drive Pennington, NJ 08534 By Fax:

Merrill Edge/New Accounts 1.866.356.7937

Merrill Edge is the marketing name for two businesses: Merrill Edge Advisory Center, which offers team-based advice and guidance brokerage services; and a self-directed online investing platform. Both are made available through Merrill Lynch, Pierce, Fenner & Smith Incorporated (MLPF&S).

MLPF&S is a registered broker-dealer, Member SIPC and a wholly owned subsidiary of Bank of America Corporation.

Investment products:

Are Not FDIC Insured	е
----------------------	---

# Merrill Edge<sup>™</sup> Self-Directed Cash Management Account (CMA Account)



An investment account for trusts and estates that lets you trade and research mutual funds, stocks, fixed income and other securities. Use this application to establish a self-directed trust or estate account.

Only U.S. residents and U.S. based trusts and estates can apply for a Merrill Edge self-directed investing account. Foreign residents and non-U.S. based trusts and estates may be able to apply for an account through one of our Global Offices. Please contact us at 1.877.653.4328 for more information.

# **Instructions**

# Please provide/complete the following:

•	Entity Account Information
٠	Individual Customer Information4-
٠	Banking Features
ı	Tax Certification and Acknowledgement

# **Additional Required Documents**

# **Trusts**

Trustee Certification Form
Death Certificate (Testamentary Trusts)

#### **Estates**

Letters of Testamentary/Appointment Affidavit of Domicile Tax waiver may be required in some states. Death Certificate

Depending on services requested, or if a non-U.S. client, additional documents may be required.

# **Table of Contents**

# **Account Application**

I. Entity Account Information	3
A. Ownership Type	3
B. Trade Type	
C. Name and Address Disclosure	
D. Dividend Distribution	
E. Entity Customer Information	3
II. Individual Customer Information	4
A. Role	4
B. Identification and Contact Information	4
C. Citizenship and Passport Information	5
D. Employment Information	
E. Affiliation Information	
F. Financial Information	
III. Banking Features	8
A. Check Writing	
B. Visa Cards	
V. Tax Certification and Acknowledgement	8

# **Additional Enclosed Documents**

Trustee Certification Form Affidavit of Domicile

# **Agreements and Disclosures**

Bank Deposit Account Fact Sheet

Merrill Lynch Self-Directed Investing Client Relationship Agreement Merrill Lynch Self-Directed Investing Terms of Service Merrill Lynch Self-Directed Investing Cash Management Account Agreement Merrill Lynch Self-Directed Investing Cash Management Account Program Description

# Instructions

Select the ownership and trade type you would like to establish and complete the Entity Customer Information section.

# Dividend Distribution Definitions

Accumulate Dividends — dividends will be paid to the account.

Monthly Checks — dividends will be held and paid once a month by check to the address of record.

Daily Checks — dividends will be held and paid once a day by check to the address of record.

# Instructions

Complete the section of information for the account type you are opening.

I. Entity Account Information	
A. Ownership Type	
☐ Living Trust	☐ Estate — Executor
☐ Testamentary Trust	☐ Estate — Administrator
B. Trade Type	
☐ Cash Securities Account	
☐ Margin Securities Account (eligible accounts only)	
C. Name and Address Disclosure	D. Dividend Distribution
Do you authorize Merrill Lynch to disclose your name, address, and securities positions	☐ Accumulate Dividends in Account (default)
to corporate issuers under an SEC rule	☐ Monthly Checks
designed to permit issuers to communicate directly with non-objecting owners?	☐ Daily Checks
□ Yes □ No	
F. Futity Quatanese Information	
E. Entity Customer Information	
Entity Name:	
Taxpayer Identification Number (TIN):	
Entity Identification Number (EIN) Soc	cial Security Number (SSN)
or	
Primary Mailing Address:	
	Street
City	State Zip
If opening a trust account:	If opening an estate account:
□ Revocable and Amenable, or	ii oponing un ostato aoooant.
☐ Irrevocable	Decedent Date of Trust
In the vocable	becodent bate of must
Date of Trust	Decedent Country of Citizenship
Country Established	Decedent Country of Residency
·	
Governing State	
Decedent/Grantor Information:	
Name	
Date of Death	
Social Security Number (SSN)	

Account Number:	
ACCOUNT NUMBER	

# II. Individual Customer Information

	rmation must be provided owner. Additional pages s								
A. Role									
Primary Account Holder			Additional Account Holder						
Select Role:	Select Role:			Select Role:					
☐ Trustee			☐ Trustee						
☐ Grantor			☐ Grantor						
☐ Executor/Admir	nistrator		☐ Executor/Administ	Administrator					
☐ Individual Bene	eficial Owner (Trust Only)		☐ Individual Benefici	ial Owner (Trust On	ıly)				
B. Identification	and Contract Informatio	n							
Name (First, Midd	lle, Last)		Name (First, Middle	e, Last)					
Social Security Number (SSN)			Social Security Number (SSN)						
Date of Birth			Date of Birth						
Are you a U.S. Citizen? ☐ Yes ☐ No			Are you a U.S. Citize	en? ☐ Yes	□ No				
Permanent Resid	Permanent Residential Address			Permanent Residential Address					
Street (Line 1)			Street (Line 1)						
Street (Line 2)			Street (Line 2)						
City	State	Zip	City	State	Zi				
Mailing Address	(if different from residen	rtial)	Mailing Address (if different from residential)						
Street (Line 1)			Street (Line 1)						
Street (Line 2)			Street (Line 2)						
City	State	Zip	City	State	Zi				
Home Phone Number			Home Phone Number						

Work Phone Number

Email Address

Work Phone Number

Email Address

Account Number:				_					
-----------------	--	--	--	---	--	--	--	--	--

# Instructions

Please submit copies of passport and green card with application

II. Individual Customer Information (continued)	
C. Citizenship and Passport Information	
If you are a Resident Alien, please complete the following	g information.
Country of Citizenship	Country of Citizenship
Passport Type	Passport Type
☐ Standard Passport	☐ Standard Passport
☐ Military Passport	☐ Military Passport
☐ Diplomatic Passport	☐ Diplomatic Passport
□ Other:	□ Other:
Passport Number	Passport Number
Place of Issuance	Place of Issuance
Date Issued Expiration Date	Date Issued Expiration Date
Green Card ID Number	Green Card ID Number
Place of Issuance	Place of Issuance
Date Issued Expiration Date	Date Issued Expiration Date
D. Employment Information	
Employment Status	Employment Status
☐ Employed/Not Owner	☐ Employed/Not Owner
☐ Business Owner	☐ Business Owner
☐ Not Employed ☐ Homemaker	☐ Not Employed ☐ Homemaker
□ Student	□ Student
☐ Retired	☐ Retired
Industry:	Industry:
see page 9 for a list of industries	see page 9 for a list of industries
Explain if Miscellaneous	Explain if Miscellaneous
Occupation:	Occupation:
see page 9 for a list of occupations	see page 9 for a list of occupations
Explain if Miscellaneous	Explain if Miscellaneous

Account Number:						
	II. Individual Cu	stomer Information	(continued)			
	D. Employment Int	formation (continued)				
	Name of Employer			Name of Employer		
	Employer Address		Employer Address			
	Street (Line 1)		Street (Line 1)	Employer Address		
	Street (Line 2)			Street (Line 2)		
	City	State	Zip	City	State	Ziţ
	Employer Phone N	umber	Employer Phone Nur	mber		
	Position/Title			Position/Title		
	Start Date			Start Date		
Instructions	E. Affiliation Infor	mation				
If required, please submit a 407 letter with your application.	your household Bank of America	oouse or another membo employed by Merrill Lyn a and its affiliate, a Brol Organization, or anothe	your household ei Bank of America a Self-Regulatory O	use or another member of mployed by Merrill Lynch, and its affiliate, a Broker Dealer, rganization, or another financial  Self Spouse Member of Household rce, Fenner & Smith Corporation rganization		
	□ Yes □ No	)		□ Yes □ No		
	If yes, Relationship	o: ☐ Self ☐ Spouse ☐ Member of Hous	sehold	If yes, Relationship:	☐ Spouse	ehold
	☐ Merrill Lynch, Pi	erce, Fenner & Smith		☐ Merrill Lynch, Pier		
	☐ Bank of America	a Corporation		☐ Bank of America (	Corporation	
	□ Self-Regulatory	Organization		☐ Self-Regulatory O	rganization	
	☐ Broker Dealer			☐ Broker Dealer		
	☐ Other Financial	Institution		☐ Other Financial In	stitution	
	Name of Institution	n:	Name of Institution:			
		relative or a family mer er Senior Political Figure		elative or a family mem Senior Political Figure?		
	☐ Yes ☐ No	)		□ Yes □ No		
	If yes, please com	plete the following:		If yes, please compl	ete the following:	
	Political Office	Date Last F	Held Position	Political Office	Date Last Held	Position

3. Are you a director, 10% shareholder or someone who has the ability to control corporate action or policy of

a public company?

□ No

☐ Yes

Company Name

# Page 6 | Merrill Edge Self-Directed Investing CMA Entity Account Application

Symbol

3. Are you a director, 10% shareholder or someone who has the ability to control corporate action or

policy of a public company?

□ No

☐ Yes

Company Name

Symbol

Account Number: –

II. Individual Customer Information (continued)		
F. Financial Information		
Marital Status  ☐ Single ☐ Divorced ☐ Married ☐ Widowed ☐ Separated ☐ Domestic partner	Marital Status  ☐ Single ☐ Divorced ☐ Married ☐ Widowed ☐ Separated ☐ Domestic partner	
Number of Dependants:	Number of Dependants:	
Household Annual Income:	Household Annual Income:	
Household Net Worth:	Household Net Worth:	
Investable Assets:	Investable Assets:	
Source of Income  Employment Income  Household/Family Income  Inheritance/Trust  Investment Income  Other  Retirement Income  Social Security Unemployment Income  If Source of Income Is Other, Explain:		
Source of Wealth  Business Earnings Sale of Business or Property Salary (Employee) Personal Savings Insurance Benefits Inheritance Gambling/Lottery Winnings Real Estate Investing Family Gifts Securities Investing Retirement Benefits (401k, Pensions, Rollovers, etc.) Court Awards/Legal Settlements Alimony Benefits Government Benefits Government Benefits Charitable Contributions Other  If Source of Wealth is Other, Explain	Source of Wealth  Business Earnings Sale of Business or Property Salary (Employee) Personal Savings Insurance Benefits Inheritance Gambling/Lottery Winnings Family Gifts Securities Investing Retirement Benefits (401k, Pensions, Rollovers, etc.) Court Awards/Legal Settlements Alimony Benefits Government Benefits Government Benefits Charitable Contributions Other  If Source of Wealth is Other, Explain	
Years of Investing Experience:	Years of Investing Experience:	
Trading Experience  ☐ Cash ☐ Margin ☐ None	Trading Experience  ☐ Cash ☐ Margin ☐ None	
Product Experience  Stocks Mutual Funds  Bonds None Options Other	Product Experience  ☐ Stocks ☐ Mutual Funds ☐ Bonds ☐ None ☐ Options ☐ Other	

Account Number:	-						
	III. Banking Features						
	A. Check Writing						
	Checks will be mailed to the primary address of record.						
	Would you like to receive checks? ☐ Yes ☐ No						
	Quantity □ 25 □ 50 □ 200	Start Number	r:				
	B. Visa Cards (TRUST ACCOUNTS ONLY)						
	Visa cards will be mailed to the primary address of record.						
	Would you like to receive a Visa card? ☐ Yes ☐ No	Number of Ca	ards:				
	Name as it should appear on the card(s)						
		□ Access	☐ Signature				
		□ Access	☐ Signature				
	IV. Tax Certification and Acknowledgement						
	Under penalties of perjury, I certify: 1. that the taxpayer identification number I have shown on this form is the correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. that I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. that I am a U.S. person (including a U.S. resident alien). I understand that I must cross out item (2.) above if I have been notified by the IRS that I am subject to backup withholding because I have failed to report all interest and dividends on my tax return.						
	BY SIGNING BELOW, I AGREE TO THE TERMS OF THE MERRILL LYNCH SELF-DIRECTED INVESTING CLIENT RELATIONSHIP AGREEMENT ON THE REVERSE SIDE AND:						
	1. THAT, UNLESS I HAVE CHECKED "Cash Securities Acc ABOVE OR MY ACCOUNT IS NOT ELIGIBLE, MARGIN LOAN AND CERTAIN OF MY SECURITIES MAY BE LOANED TO ME TO SECTION 2, PAGE 1 OF THE CLIENT RELATIONSHIP AG SECURITIES ACCOUNT AGREEMENT;	IS MAY BE EXTE ERRILL LYNCH (	ENDED TO ME FROM OR LOANED OUT TO C	TIME TO TIME, THERS, PURSUANT			
	2. THAT, IN ACCORDANCE WITH SECTION 6, PAGE 2 OF THE CLIENT RELATIONSHIP AGREEMENT, I AM AGREEING IN ADVANCE TO ARBITRATE ANY CONTROVERSIES THAT MAY ARISE WITH MERRILL LYNCH; AND						
	3. THAT, IF I AM A TRUSTEE OR OTHER FIDUCIARY, THE TRUST OR ESTATE IS ELIGIBLE FOR THE MERRILL LYNCH BANK DEPOSIT PROGRAM (IF APPLICABLE).						
	THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE MY THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP V		ROVISION OF THIS DOCUM	ENT OTHER			
	Cidantura		Doto	Title/Role			
	Signature		Date	Title/ Role			
	Signature		Date	Title/Role			
	FOR MERRILL LYNCH USE ONLY:			FA/PC Code: 1001			
	Manager Signature Date	e		_			

# **Employment Information Codes**

# **Occupations**

ipations	
'01' - ACCOUNTANT	'61' - INTERNET GAMBLING CONCERNS
'02' - PUBLIC RELATIONS	
	'62' - MONEY TRANSMITTERS/MONEY SERVICE BUSINESSES
'03' - FARMER	'63' - PRIVATELY OWNED ATM COMPANIES
'04' - ARCHITECT	'64' - GEM/METAL DEALER
'05' - MILITARY	'65' - FUTURES COMMISSION MERCHANT
'06' - BANKER	'66' - CURRENCY DEALER OR EXCHANGER
'07' - STOCK BROKER	'67' - INTRODUCING BROKER
'08' - CIVIL SERVANT	'A1' - ACTOR
'09' - TECH ASSOCIATE	'A2' - ARTIST
'10' - GENERAL CONTRACTOR	'A3' - CRAFTSPERSON
'11' - CONSULTING	'A4' - JOURNALIST
'12' - DENTIST	'A5' - MARKETING
'13' - ECONOMICS	'A6' - MEDIA ASSOCIATE
'14' - ENGINEER	'A7' - MUSICIAN
'15' - ESTATE PLANNING/TRUSTS/TAXATION	'A8' - PHOTOGRAPHER
'16' - EXECUTIVE	'A9' - WRITER
'17' - FINANCE	'B1' - PROFESSOR
'18' - HOSPITALITY	'B2' - SCIENTIST
'19' - FOREIGN SERVICES	'B3' - STUDENT
'20' - NURSE	'C1' - INSURANCE AGENT
'21' - HUMAN RESOURCES	'C2' - INVESTMENT MANAGER
'22' - LAWYER	'C3' - MORTGAGE BROKER
'23' - SALESPERSON	'D1' - AMBASSADOR
'24' - GENERAL PHYSICIAN	'D2' - FIREMAN
'25' - REAL ESTATE	'D3' - LAW ENFORCEMENT
'26' - CLERGY	'D4' - LIBRARIAN
'27' - RESEARCH/DEVELOPMENT	'D5' - MILITARY ASSOCIATE
'28' - SOCIAL WORKER	'D6' - POLICEMAN
'29' - SPORTS/RECREATION	'E1' - BARBER
'30' - OFFICE ASSOCIATE	'E2' - BEAUTY SALON OWNER
'31' - TEACHER/LIBRARIAN/COUNSELOR	'E3' - HAIR DRESSER
'32' - TECHNICIAN	'E4' - HEALTH/FITNESS
'33' - TRANSPORTATION/TRAVEL	'E5' - HOMEMAKER
'34' - DANCER	'E6' - SPORTS PRO
'35' - OTHER	'F1' - ASSISTANT
'36' - CHECK CASHING & DEPOSIT TAKING FACILITY EMPLOYEE/	'G1' - CHIROPRACTOR
OWNER	'G2' - COUNSELOR
'37' - CASINO OWNER	'G3' - NUTRITIONIST
'38' - PHONE CARD RETAILER/WHOLESALER	'G4' - OPTOMETRIST
'39' - LEATHER GOODS DEALER	'G5' - PHARMACIST
'40' - NEW/USED AUTO BOAT PLANE AND MACHINE PARTS DEALER	'G6' - PHYSICAL THERAPIST
'41' - USED AUTOMOBILE OR TRUCK DEALER	'G7' - PODIATRIST
'42' - TRAVEL AGENT	'G8' - PSYCHIATRIST
'43' - JEWELER	'G9' - PSYCHOLOGIST
'44' - IMPORT/EXPORT COMPANY EMPLOYEE/OWNER	'H1' - SURGEON
'45' - AUCTIONEER	'H2' - VETERINARIAN
'46' - DEPOSIT BROKER	'J1' - ELECTRICIAN
'47' - PAWNBROKER	'J2' - FISHERMAN
'48' - INVESTMENT BROKER	'J3' - INTERIOR DECORATOR
'49' - SHIP, BUS, PLANE OPERATOR	'J4' - LABORER
'50' - TELEMARKETER	'J5' - LANDSCAPE/GARDEN
'51' - CASH INTENSIVE BUSINESS EMPLOYEE/OWNER	'J6' - MECHANIC
'52' - NON-US GOVERNMENT MEMBER/EMPLOYEE	JO - MECHANIC 'J7' - PILOT
,	
'53' - NON-US ARMED SERVICES MEMBER/EMPLOYEE	'J8' - TAXI DRIVER
'54' - ARMS/AMMO DEALER	'K1' - FLORIST
'55' - CONV STORE OWNER	'K2' - GAS STATION OWNER
'56' - NON-US CHARITY OR CHARITABLE FOUNDATION	'K3' - PARKING LOT OWNER
'59' - DEFENSE CONTRACTORS	'K4' - RESTAURANT OWNER
'60' - EMBASSIES/CONSULATES	'L1' – PROGRAMMER
etrice	

# Industries

'01' - AGRICULTURE	'11' - MINING
'02' - CLERGY	'12' - PUBLIC ADMINISTRATIO
'03' - COMMUNICATION	'13' - PUBLIC UTILITIES
'04' - CONTRACT CONSTRUCTION	'14' - REAL ESTATE
'05' - FINANCE	'15' - RETAIL
'06' - FORESTRY/FISHERY	'16' - TRANSPORTATION
'07' - HEALTH SERVICES	'17' - WHOLESALE
'08' - INSURANCE	'18' - MISCELLANEOUS
'09' - LODGING SERVICES	'19' – TECHNOLOGY
'10' - MANUFACTURING	

# **Merrill Lynch Self-Directed Investing Client Relationship Agreement**

# **Terms and Conditions**

#### **DEFINITIONS**

ACCOUNT

Any securities account you open with Merrill Lynch.

MERRILL LYNCH

"Merrill Lynch," "we" or "our" means Merrill Lynch, Pierce, Fenner & Smith Incorporated.

YOU

"You" or "your" means each person who has agreed to the terms of this Client Relationship Agreement.

# **SECURITIES AND OTHER PROPERTY**

For purposes of Margin Lending and Liens below, "securities and other properties" means, without limitation, money, securities, financial instruments and commodities of every kind and nature and related contracts and options. This definition includes securities or other property held, carried or maintained by Merrill Lynch or any of its affiliates, in Merrill Lynch's or any of its affiliates' possession and control, for any purpose, in any of your accounts, including any account in which you may have an interest.

#### 1. THE CLIENT RELATIONSHIP AGREEMENT

The Client Relationship Agreement is intended to simplify your relationship with Merrill Lynch. When you agree to the terms of this agreement, you are agreeing that its terms will apply to all your accounts, transactions and services while you are our client.

In particular, you are agreeing:

- To arbitrate all controversies that arise between us;
- That certain securities in your account may be loaned to Merrill Lynch or loaned to others if you are enrolled in the Margin Lending Program;
- That Merrill Lynch has a lien on your accounts and assets in those accounts for any payment obligations that you have with Merrill Lynch; and
- That New York law governs your agreements and transactions unless we indicate
  otherwise.

The specific provisions on these topics are set forth in detail below.

# a) New accounts and services

When you open a new account or enroll in a service, we will provide you with the agreement and any disclosures for that account or service and confirm your enrollment in that account or service in writing. Those agreements and disclosures are incorporated by reference. This means that your initial signature acts as your agreement to the terms of the new account or service. As a result, in many cases, you will not need to sign an additional account agreement or other form.

For example, if you enroll in the Cash Management Account® (CMA® account) financial service, the disclosures and account agreement for that service are incorporated in this agreement. We will provide those documents to you when you enroll.

The terms governing a specific account or service will control if there are any inconsistencies with the terms of this Client Relationship Agreement. If you are establishing a joint account with this Agreement, you must designate how the account is to be held by the owners of the account.

Eligible joint account designations include:

- JTWROS Joint Tenants With Right of Survivorship;
- Joint Tenants Without Right of Survivorship also known as Tenants in Common;
- ATBE As Tenants by Entirety (for married persons, only in states where applicable);
- Other Other joint ownership arrangements which you must specify.

You hereby agree that, unless you notify us otherwise in writing, all subsequent joint accounts opened with Merrill Lynch by the same owners shall be held by such owners with the same ownership designation. All joint accounts are subject to the specific provisions pertaining to joint accounts contained in the applicable account agreements.

# b) Additional Signatures

You may need to sign more than one Client Relationship Agreement. This will be required if you want to open an account in a capacity other than as an "individual," including as a:

- Trustee of a trust;
- Personal representative or executor of an estate; or
- Guardian

We may also require you to sign additional agreements or other documents for certain services or instructions, including:

- · Selecting beneficiaries for an individual retirement account;
- Selecting the ownership of a joint account;
- Selecting beneficiaries of an account with the transfer on death service;
- Options trading;
- Financial planning;
- Managed money services; and
- Services involving the transfers of money or securities

#### c) Retirement account beneficiaries

Your signature is required to designate or change beneficiaries to receive the balance of your account upon your death. If you do not do so, your account balance will be paid to your spouse, if he or she survives or, if not, to your estate.

#### d) Amendments

You agree that Merrill Lynch has the right to amend this Client Relationship Agreement at any time by sending notice of the amendment to you. The amendment will be effective on the date contained in the notice.

#### 2. MARGIN LENDING

If any account is established with the Margin Lending Program, you understand and agree that:

- You may borrow money from Merrill Lynch secured by a pledge of your eligible securities and other property in your account;
- You will be charged interest on debit balances at a rate permitted by the laws of the state of New York:
- Certain of your securities may be loaned to Merrill Lynch or loaned out to others; and
- You are bound by the terms of the agreement for the Margin Lending service.

#### 3. LIENS

All of your securities and other property in any account - margin or cash - in which you have an interest, or which at any time are in your possession or under your control other than retirement accounts, such as IRAs, shall be subject to a lien for the discharge of any and all indebtedness or any other obligations you may have to Merrill Lynch. Securities and other property held in retirement accounts, such as IRAs, are not subject to this lien, and are not used as security for the payment of your obligations or indebtedness for other accounts - cash or margin - you maintain with Merrill Lynch. You agree that Merrill Lynch holds all of your securities and other property in margin or cash accounts, other than retirement accounts, as security for the payment of any such obligations or indebtedness to Merrill Lynch in any account in which you have an interest. Merrill Lynch, subject to applicable laws, may at any time and without giving you prior notice, use and/ or transfer any or all securities and other property in any account in which you have an interest other than retirement accounts, without regard to Merrill Lynch having made any advances in connection with such securities and other property and without regard to the number of accounts you may have with Merrill Lynch. In enforcing the lien, Merrill Lynch, at its sole discretion, may determine which securities and other property are to be sold or which contracts are to be closed.

# 4. GOVERNING LAW

Unless otherwise specified, your agreements and transactions with Merrill Lynch will be governed by and interpreted under the laws of the state of New York.

You may not use your account or relationship to the firm to process transactions that are prohibited by law, including, but not limited to, restricted transactions prohibited by the Unlawful Internet Gambling Enforcement Act of 2006.

#### 5. FEES

You agree to pay your account fees, service fees, processing and others fees for the transactions and other services you receive from Merrill Lynch. You understand that these fees will be charged to your accounts. You agree that Merrill Lynch may satisfy any amounts you owe to Merrill Lynch from available free credit balances and assets in your account. If necessary, Merrill Lynch is permitted to sell assets in your accounts to pay those amounts due.

#### a) Securities transactions

When you purchase or sell securities, you may pay for each securities transaction on a per trade basis. This is called transaction-based pricing. Under this type of pricing, you are charged a commission or other compensation for each transaction. This compensation varies based on a number of factors, such as your relationship with Merrill Lynch and Bank of America, the type of security and how often you trade. Commission rates are subject to change.

#### b) Visa® cards

The annual fee for our Visa signature Rewards card is: \$95.

There is no annual fee for the CMA or Access® Visa® card.

The information about the annual fees is accurate as of May, 2010. This information may change after that date. You may call (877) 653-4328 to verify current fees.

You authorize Merrill Lynch to issue the Visa card that you have requested for use with eligible accounts, and you understand that Merrill Lynch or an affiliate may obtain a credit report in connection with your request.

# **6. AGREEMENT TO ARBITRATE CONTROVERSIES**

This Agreement contains a predispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

- All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

You agree that all controversies that may arise between us shall be determined by arbitration. Such controversies include, but are not limited to, those involving any transaction in any of your accounts with Merrill Lynch, or the construction, performance or breach of any agreement between us, whether entered into or occurring prior, on or subsequent to the date hereof.

Any arbitration pursuant to this provision shall be conducted only before the Financial Industry Regulatory Authority Inc. (FINRA) or an arbitration facility provided by any other exchange of which Merrill Lynch is a member, and in accordance with the respective arbitration rules then in effect at FINRA or such other exchange.

You may elect in the first instance whether arbitration shall be conducted before FINRA or another exchange of which Merrill Lynch is a member, but if you fail to make such election by registered letter addressed to Merrill Lynch at the office where you maintain your account before the expiration of five (5) days after receipt of a written request from Merrill Lynch to make such election, then Merrill Lynch may make such election.

Judgment upon the award of the arbitrators may be entered in any court, state or federal, having jurisdiction.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

# 7. IMPORTANT DISCLOSURES

Merrill Lynch is a registered broker-dealer and a wholly-owned subsidiary of Bank of America Corporation. Unless otherwise disclosed, investments through Merrill Lynch are not FDIC Insured, and are not Bank guaranteed, and may lose value.

#### 8. SWEEP OF CASH BALANCES

The deposit of checks, the sale of securities, and other activity will periodically generate cash in your Merrill Lynch account. Typically, this cash is "swept" to bank accounts with FIA Card Services, N.A. (the "Merrill Lynch Affiliated Bank") under the Merrill Lynch Bank Deposit Program (the "MLBD Program") or Retirement Asset Savings Program II (the "RASP IISM Program"), where it earns interest.

Deposits held at the Merrill Lynch Affiliated Bank are financially beneficial to Merrill Lynch and its affiliates. Interest rates paid on deposits are determined at the discretion of the Merrill Lynch Affiliated Bank based on economic and business conditions. Rates may change daily. The current yield on any deposits held under the MLBD and RASP II Programs will be included on your account statement. You can also access current yield information on our website, or by contacting Merrill Lynch Self-Directed Investing at (877) 653-4328.

Your cash in the bank deposit accounts is insured by the Federal Deposit Insurance Corporation ("FDIC") up to a total of the Standard Maximum Deposit Insurance Amount ("SMDIA") per depositor at the Merrill Lynch Affiliated Bank. Each individual depositor receives up to the SMDIA of FDIC insurance and each joint account with two depositors up to two times the SMIDA of FDIC insurance. It is your responsibility to monitor the total amount of your deposits with the Merrill Lynch Affiliated Bank to determine the extent of insurance coverage available on your deposits. It is important to note that uninvested cash held in more than one Merrill Lynch account (such as a CMA and a Beyond Banking account) may be deposited to the same Merrill Lynch Affiliated Bank. Also, amounts in excess of the applicable FDIC insurance limit may be deposited to the Merrill Lynch Affiliated Bank from the same Merrill Lynch account. Any certificates of deposit that you own issued by a Merrill Lynch Affiliated Banks will also count towards the FDIC insurance limits.

Effective October 3, 2008, The SMDIA was temporarily increased from \$100,000 to \$250,000 through December 31, 2009. On May 20, 2009, the temporary increase in the FDIC'S SMDIA was extended through December 31, 2013. The SMDIA will return to \$100,000 on January 1, 2014, unless the temporary increase is extended by Congress. The FDIC insurance limit of \$250,000 for Qualified Retirement Accounts is not subject to reset on December 31, 2013.

The Securities Investor Protection Corporation ("SIPC") does not cover cash on deposit at the Merrill Lynch Affiliated Bank. You may obtain further information about SIPC, including the SIPC Brochure, via SIPC's Web site at www.sipc.org or by calling SIPC at (202) 371-8300.

Merrill Lynch reserves the right to offer different cash sweep arrangements for different accounts or clients. You agree that Merrill Lynch may, at its discretion and from time to time, change the cash sweep arrangement upon prior notice.

# 9. ELECTRONIC FUND TRANSFERS

If you maintain more than one account with Merrill Lynch with the same ownership type, you may transfer funds to and from each account through Merrill Lynch's electronic funds transfer services.

You authorize Merrill Lynch to accept your telephonic or electronic instructions for those transfers.

If you open any account as the trustee for a grantor revocable living trust, you represent and warrant to Merrill Lynch that:

- · The trust permits the funds transfers you are authorizing; or
- If applicable, such funds transfers represent valid partial or total revocations by you and Merrill Lynch may conclusively rely on this representation.

# **Merrill Lynch Self-Directed Investing Terms of Service**

These Merrill Lynch Self-Directed Investing Terms of Service (the "Terms of Service") are made between Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch") and you and govern your use of the Merrill Lynch Self-Directed Investing service. "You" and "your" refers to each account holder, who signs an enrollment form to subscribe for Merrill Lynch Self-Directed Investing. In the case of an entity, "you" and "your" refers to the entity, and by enrolling, the entity agrees that access to Merrill Lynch Self-Directed Investing shall be restricted to Authorized Representatives (as defined in the account agreement) for such entity and that the entity will be liable for all acts or omissions of such Authorized Representatives in violation of these Terms of Service. These Terms of Service incorporate all disclosures displayed on the Merrill Lynch Self-Directed Investing website from time to time, including our fees and commissions, and they supplement the Merrill Lynch Self-Directed Investing Client Relationship Agreement which you are required to sign as well as your Merrill Lynch Self-Directed Investing Cash Management Account Agreement and/or your Merrill Lynch traditional IRA or IRA Rollover Custodial Agreement or Roth Individual Retirement Account Agreement and/or your Merrill Lynch Business Investor Account Financial Service and Working Capital Management Account Financial Service Account Agreement and/or your Merrill Lynch Retirement Cash Management Financial Service Account Agreement and/or your Merrill Lynch Simple Retirement Account Custodial Agreement and/or your Merrill Lynch Simplified Employee Pension Program Agreements, as applicable, which otherwise remain in full force and effect and will herein be referred to as "Merrill Lynch Account." By using Merrill Lynch Self-Directed Investing, you are representing to Merrill Lynch and its licensors and Information Providers that you are at least eighteen years old (or the minimum legal age in your jurisdiction).

Merrill Lynch reserves the right to add, delete or modify Merrill Lynch Self-Directed Investing's functionality and trading rules and to amend or supplement these Terms of Service upon notice, delivered by regular mail, by e-mail or by an on-screen alert on the Merrill Lynch Self-Directed Investing site. In particular, Merrill Lynch reserves the right to change its fees, to add fees for items for which it does not currently charge and to institute an inactivity fee for periods in which there is no fee-generating activity in your account. Merrill Lynch also reserves the right to terminate your enrollment in Merrill Lynch Self-Directed Investing at any time.

# 1. Nature of the Merrill Lynch Self-Directed Investing Service

Merrill Lynch Self-Directed Investing is designed for U. S.-based investors who wish to self-direct their investments in a Merrill Lynch Self-Directed Investing account. Neither Merrill Lynch, nor any Merrill Lynch representative, will provide any tax legal or investment advice nor give any advice or offer any opinion regarding the suitability of any security, order or transaction in a Merrill Lynch Self-Directed Investing account. No Merrill Lynch Research opinion or Independent Research opinion nor any recommendation of any security (such as our US 1 Stock List) provided to clients at large constitutes a recommendation to a specific client to purchase or sell any investment. You agree that any investments you make through Merrill Lynch Self-Directed Investing, whether based on information obtained from Merrill Lynch or otherwise, will be solely your own decisions and based on your own evaluation of your personal investment risk profile and your investment objectives.

In addition to retaining the sole responsibility for investment decisions, you understand and agree that you are responsible for knowing the rights and terms of all securities in your account, specifically including valuable rights that expire unless the holder takes action. This includes, but is not limited to, warrants, stock rights, convertible securities, bonds, and securities subject to a tender or exchange offer. You understand and agree that Merrill Lynch accepts no obligation to notify you of any upcoming expiration or redemption dates, or, except as required by applicable law or regulation, to take any action on your behalf without specific instructions from you. You also agree that all dividends and interest payments credited to your account shall accumulate rather than be paid to you upon receipt, but shall be subject to your withdrawal from time to time upon request for a check or other funds transfer.

# 2. Account Data Access; User ID and Password; Safeguarding Credentials

Merrill Lynch Self-Directed Investing is delivered to you via the internet using commercially available third-party web browsers. Merrill Lynch Self-Directed Investing permits you to view account data for your primary Merrill Lynch Account and any other

accounts that are linked to such primary account from time to time. By using Merrill Lynch Self-Directed Investing, you represent on a continuing basis that you are authorized to have viewing access to any account for which you and other linked account parties have requested linking of accounts. Merrill Lynch will provide you with a User ID (which you may subsequently change to a personalized User ID) and Password (which you are thereafter required to replace with a new Password) when you enroll for the security of your account data and that of any other linked account parties. You agree to safeguard the initial and any and all subsequent versions of your User ID and Password. Merrill Lynch shall not be responsible for any breach of security caused by your failure to maintain the confidentiality of your User ID and Password. If you believe that someone has used your credentials, such as your User ID and Password, to access Merrill Lynch Self-Directed Investing without your authorization, you agree to contact Merrill Lynch Self-Directed Investing immediately at (877) 653-4328.

All daily account data is provided as a convenience and for your information, but it is not the official record of your account activity with Merrill Lynch; your Merrill Lynch account statement provided to you online each month is such official record. Account data provided through Merrill Lynch Self-Directed Investing is generally updated as of the prior business day's close of business, but is subject to adjustment and correction.

#### 3. Consent to Electronic Delivery

Because Merrill Lynch Self-Directed Investing is intended to be a fully-electronic, Internet based service, all notices, statements, disclosures and other information regarding this service and your account will be sent to you electronically via the Merrill Lynch Self-Directed Investing site and/or to your last-designated e-mail address. However, we may, at our discretion and in certain circumstances, send documents in paper form to your last-designated postal mailing address. It is your obligation to provide us with your most up-to-date email and postal mailing addresses.

For eDelivery access you must have personal computer capability that supports high-level browser encryption and PDF file access, Internet access (at your cost) and an e-mail address. Consent for electronic delivery of documents covers all documents and disclosure required including but not limited to, the following: Merrill Lynch Client Relationship Agreement, Merrill Lynch Self-Directed Investing Cash Management Account Agreement and Program Description, Custodial Agreement and Disclosure Statement (for individual retirement accounts), and all other agreements and disclosures required from time to time for services and features available with your account; Prospectuses (including Preliminary Prospectuses); Official Statements, Fact Sheets and other offering documents for mutual funds, Initial Public Offerings and other securities offered by such disclosure documents; Trade Confirmations, Monthly Account Statements and Annual Tax Reporting Statements: Proxy Statements, Exchange Offer or Other Reorganization Documents, and Margin calls and other notices, alerts and communications concerning your holdings and/or your account or its status. Electronic delivery consent remains effective until termination of your account and may not be revoked unless you convert to an account that does not require Internet access.

# 4. Hyperlinks

Merrill Lynch may make available links from Merrill Lynch Self-Directed Investing to other third-party websites or electronic services providers that are not affiliated with Merrill Lynch. Merrill Lynch does not control these other websites or services, and Merrill Lynch makes no representations or endorsements whatsoever concerning those websites or services. The fact that Merrill Lynch has provided a link to a website is not an endorsement, authorization, sponsorship, or affiliation with respect to such website, its owners, or its providers. There are risks in using any information, software, service or product found on the internet and Merrill Lynch cautions you to make sure you understand these risks before retrieving, using, or relying upon anything via the Internet. You agree that under no circumstances will you hold Merrill Lynch liable for any loss or damage caused by use of or reliance on any content, goods or services available on such other websites.

#### 5. Quotes, News and Research; Use of Data and Information

Quotes, news, research, ratings and other information provided through Merrill Lynch Self-Directed Investing are obtained from sources we believe to be reliable, but we cannot guarantee the accuracy, timeliness or completeness of such information for any particular purpose. Such data and information and any Merrill Lynch Research or independent research opinions provided do not constitute investment advice, or a solicitation by Merrill Lynch for the purchase or sale of any securities, or a representation that any securities are suitable for you.

All such data and information is protected by copyright and other intellectual property laws and may only be used for personal and non-commercial use, and not for providing professional investment advice or for providing securities processing services or other similar back office functions. If you download any information from Merrill Lynch Self-Directed Investing for your personal reference, you agree that you will not remove or obscure any copyright or other notices contained in any such information. Except as provided in the preceding sentence, you agree not to copy, reproduce, modify, sell, distribute, transmit, display, perform, circulate, transfer, broadcast, create derivative works from, publish, or use for any commercial or unlawful purpose any quotes, news, research, text images, audio, video or other information you receive through Merrill Lynch Self-Directed Investing. Merrill Lynch and its licensors and Information Providers (as defined in Section 12 below) may change or discontinue any quotes news, research or other information at any time provided within Merrill Lynch Self-Directed Investing at any time.

Merrill Lynch offers you access to Independent Research on all domestic and selected international stocks covered by Merrill Lynch Research under the terms of an agreement with regulators. The providers of this independent Research are chosen by an Independent Consultant, not by Merrill Lynch. You agree that Merrill Lynch will not be responsible or liable for (i) the procurement decisions of the Independent Consultant with respect to the Independent Research, (ii) the Independent Research or its content (iii) customer transactions, to the extent based on the Independent Research, or (iv) claims arising from or in connection with the inclusion of Independent Research ratings in confirmations and account statements, to the extent such claims are based on those ratings. You also agree that Merrill Lynch will not be required to supervise the production of the Independent Research procured by the Independent Consultant and will have no responsibility to comment on the content of the Independent Research.

# 6. Financial Tools, Education and Calculators

Merrill Lynch Self-Directed Investing may also provide you with financial planning tools and education, including calculators. The tools and calculators may allow you to model "what-if" scenarios for various financial goals, the results of which are illustrative and are based on the information and assumptions identified. There is no guarantee that the results shown will be achieved, and changes in tax laws, financial markets or your financial situation may cause actual results to deviate substantially from those reflected in these tools. In addition, these tools and calculators are not part of any financial planning report for which you may have paid a fee, even if the tools and calculators include information derived from or contained in the financial planning report.

# 7. E-Mail

E-mail is provided to you through Merrill Lynch Self-Directed Investing only as a convenience and to enhance communications between you and Merrill Lynch. Due to inherent limitations of Internet e-mail (such as reliability of delivery, timeliness, security, etc.) you agree that you will not use e-mail to request, authorize or effect the purchase or sale of any securities or other investments, to send funds transfers instructions, or for any other financial transactions that require real-time communication or more formal written authorization in accordance with applicable law or Merrill Lynch policies. Any such requests, orders, or instructions that you send in contravention of the foregoing agreement will not be accepted and will not be processed by Merrill Lynch. Merrill Lynch will not be responsible for any loss or damage that could result from your requests, orders or instructions not being accepted or processed in accordance with the preceding sentence.

# 8. Order Entry Trading Rules

Merrill Lynch Self-Directed Investing allows you to enter orders to buy and sell U.S. market traded equities, including exchange-listed and widely-held over-the-counter stocks, a wide selection of mutual funds, and certain bonds and certificates of deposit. Merrill Lynch Self-Directed Investing is not designed to be a brokerage service for day traders or for investors who trade in: (i) low-priced stocks (currently orders under \$1.00/ share will not be accepted online); or (ii) foreign securities. Merrill Lynch intends to maintain an order entry policy for low-priced stocks and other trading rules, which will be subject to change from time to time upon posting on the Merrill Lynch Self-Directed Investing site. Merrill Lynch Self-Directed Investing is intended to be available for order

entry seven (7) days a week, twenty four (24) hours a day, except for brief maintenance periods; however, Merrill Lynch does not warrant that the service will be uninterrupted. Orders sent outside of regular U.S. market hours will be held and entered during market hours on the next trading day. Certain orders may be blocked or subject to pre-review by Merrill Lynch, which may take up to several minutes to process. Merrill Lynch reserves the right to place restrictions on your account in its sole discretion, and to cancel any order that we believe would violate federal credit regulations or other regulatory limitations; however, Merrill Lynch will have no responsibility or liability for failing to cancel any order.

# 9. Order Entry Security

Merrill Lynch will assign a separate User ID and Password to the account holder(s) for each Merrill Lynch Self-Directed Investing account. You agree that each account holder who signs the Merrill Lynch account enrollment forms for each account shall be responsible for all orders entered through Merrill Lynch Self-Directed Investing using the User ID and Password initially assigned by Merrill Lynch, or any changed User ID or Password, regardless of who enters such orders. You agree that each account holder shall be responsible at all times for maintaining the confidentiality of the User ID and Password and will not make them available to any third parties. If you do allow third parties to access Merrill Lynch Self-Directed Investing (including your accounts) using your User ID and Password, you agree to hold Merrill Lynch, its directors, officers, employees, agents and affiliates (collectively, "Other Persons") harmless and to indemnify Merrill Lynch and all Other Persons against any liability, costs or damages arising out of claims or suits by any account holder, including yourself, or such third parties based upon or relating to such access.

#### 10. Your Responsibilities Regarding Order Entry

All orders entered through Merrill Lynch Self-Directed Investing shall be subject to the applicable rules, customs and usages of the exchange or market, and its clearinghouse, on which such orders are transacted by Merrill Lynch, including our affiliates, including cancellation of orders in certain circumstances. Whether or not funds are available in your account on trade date, you agree to pay by settlement date for any trade for which you place an order through Merrill Lynch Self-Directed Investing. You agree that you will immediately notify Merrill Lynch by telephone and confirm the same in writing if you become aware of any discrepancy in your account balance or security positions or if you have reason to believe that a third party is using your User ID and Password without our authority. If you fail to notify Merrill Lynch when any of the above conditions occur, neither Merrill Lynch nor any Other Persons shall have any responsibility or liability to any account holder or any other person claiming through any account holder for any claims with respect to the handling, mishandling or loss of any order. You agree to accept full responsibility for the monitoring of your account with respect to all transactions entered.

# 11. Limitation on Merrill Lynch's Responsibilities and Liability

You agree that Merrill Lynch will not be responsible for the accuracy, completeness or use of any market data news or research information provided through Merrill Lynch Self-Directed Investing, and Merrill Lynch does not make any warranty concerning such information. You further agree that all orders placed through Merrill Lynch Self-Directed Investing are at your sole risk and responsibility based on your own evaluation of your financial circumstances and investment objectives. Merrill Lynch Self-Directed Investing may display on the order entry screen Merrill Lynch Research's quality rating and investment opinion on companies, if available, as well as Independent Research opinions; however, such information and opinions by themselves do not constitute investment advice, or a solicitation or recommendation by us for the purchase or sale of any securities, or a representation that any securities are suitable for you.

You understand and agree that Merrill Lynch Self-Directed Investing utilizes the Internet to transport data and communications. Merrill Lynch will take reasonable security precautions to safeguard data and communications, however, Merrill Lynch disclaims any liability for interception and/or use of any such data or communications. You agree that neither Merrill Lynch nor any third party working with Merrill Lynch to provide services hereunder shall be responsible for any damages caused by communications line failure, systems failure, and other occurrences beyond their control, or from any unauthorized trading or theft by any third party who gains access to your account by use of your User ID and Password as a result of your intentional or unintentional conduct, including negligence by you. Merrill Lynch will not be responsible for any access costs you incur to connect to Merrill Lynch Self-Directed Investing.

Neither Merrill Lynch nor any third party make any representations or warranties

expressed or implied with respect to Merrill Lynch Self-Directed Investing, including without limitation, any implied warranties of merchantability or fitness for a particular purpose. To the extent permitted by law, under no circumstances, including negligence, will Merrill Lynch or any of its affiliates, directors, officers or employees, or any third party vendor be liable or have any responsibility of any kind for any loss or damage that you incur in the event of any failure or interruption of Merrill Lynch Self-Directed Investing, or resulting from the act or omission of any other party involved in making Merrill Lynch Self-Directed Investing available to you, or from any other cause relating to your access to or use of Merrill Lynch Self-Directed Investing, whether or not the circumstances giving rise to such cause may have been within the control of Merrill Lynch or of any vendor providing software or services support for Merrill Lynch Self-Directed Investing. In no event will Merrill Lynch or any such parties be liable to you for any special, indirect, consequential or incidental damages even if Merrill Lynch or any other party have been advised of the possibility thereof. Any liability arising out of any action or omission by Merrill Lynch or any such parties shall be limited to an amount equal to the benefit which the transaction would have resulted in during the period between the date of a trade and the applicable time for settlement of such trade.

# 12. Agreement With Information Providers Regarding Market Data

The securities prices, quotations, research, ratings, news and other information provided on Merrill Lynch Self-Directed Investing are provided by various third party sources that include, but are not limited to, the New York Stock Exchange, Inc., American Stock Exchange Inc., NASDAQ Stock Market, Inc., The Options Price Reporting Authority, and its participant exchanges, Dow Jones & Company, Inc., Moody's Investor Services, Inc. Morningstar Inc., and their respective affiliates, agents and others, including persons or entities that act as data processors on behalf of the foregoing (collectively, "Information Providers"). By using this website, you acknowledge and agree that: (1) securities prices, quotations research, ratings, news and other information received from Information Providers ("Market Data") are solely for your individual use and you will not retransmit or furnish Market Data to any other person or entity, except to other officers, partners or employees if you are an entity; (2) the Market Data is and shall remain the property of the respective Information Providers or of the market on which a reported transaction took place or a reported quotation was entered; (3) at anytime, Information Providers may discontinue disseminating any category of Market Data, may change or eliminate any transmission method and may change transmission speeds or signal characteristics, and you shall not hold the Information Providers liable for any resulting liability, loss or damages that may arise there from; and (4) your agreements set forth herein and the disclaimers of warrant, and disclaimers of liability set forth below are for the express benefit of the Information Providers as third party beneficiaries and they may enforce these provisions against you.

Notwithstanding any provisions to the contrary contained herein, with respect to Dow Jones & Company, Inc. only: (1) you may, on an occasional and irregular basis, reproduce, distribute, display or transmit an insubstantial portion of the Market Data provided by Dow Jones & Company, Inc. (the "Dow Jones information"), for a noncommercial purpose and without charge, to a limited number of individuals, provided you include all copyright and other proprietary rights notices with such portion of the Dow Jones Information in the same form in which the notices appear on the Dow Jones Information, the original source attribution, and the phrase "Used with permission from Dow Jones & Company"; (2) if you are an entity, you may only retransmit or furnish the Dow Jones information to officers, partners or employees in accordance with the foregoing sentence.

Notwithstanding any provisions to the contrary contained herein, the following additional provisions apply to Market Data provided by Moody's Investor Services, Inc. ("Moody's"): The credit ratings if any, constituting part of the Market Data are, and must be construed solely as, statements of opinion and not statements of fact or recommendations to purchase, sell or hold securities. Each rating or other opinion must be weighted solely as one factor in any investment decision made by or on behalf of any user of the Market Data, and each user must make its own study and evaluation of each security and of each issuer and guarantor of, or of each provider of credit support for, each security that it may consider purchasing, holding, or selling. Moody's hereby discloses that most issuers of debt securities and rated by Moody's have, prior to assignment of any rating, agreed to pay Moody's for the appraisal and rating services rendered by its fees ranging from \$1,500 to \$1,500,000.

These Terms of Service shall remain in effect as to the Information Providers for so long as you have the ability to receive Market Data through this website as contemplated

hereby. In addition, either you or Merrill Lynch may terminate your access to Market Data at any time. You understand that Merrill Lynch is obligated to terminate access to this site as to the provision of any or all of the Market Data pursuant to this paragraph upon notice to that effect from any of the Information Providers. The forgoing provisions regarding the proprietary nature of Market Data, third party beneficiary enforcement by the Information Providers and the disclaimer of liability and disclaimer of warranty by the information Providers survive termination of your access to Market Data. These Terms of Service supersede each previous agreement between you and the Information Providers insofar as the superseded agreement pertains to Market Data provided to you through this website.

# Disclaimer of Warranties and Liability Regarding Information Providers and Market Data

THE MARKET DATA ACCESSIBLE THROUGH THIS SITE IS PROVIDED "AS IS" AND THERE MAY BE DELAYS, OMISSIONS OR INACCURACIES IN SUCH DATA. MERRILL LYNCH, THE INFORMATION PROVIDERS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES AND AGENTS CANNOT AND DO NOT GUARANTEE THE ACCURACY, SEQUENCE. COMPLETENESS, CURRENTNESS, TIMELINESS, MERCHANT-ABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT OF THE MARKET DATA MADE AVAILABLE THROUGH THIS SITE AND HEREBY DISCLAIM ANY SUCH EXPRESS OR IMPLIED WARRANTIES. NEITHER MERRILL LYNCH, THE INFORMATION PROVIDERS, NOR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES AND AGENTS SHALL BE LIABLE TO YOU OR TO ANYONE ELSE FOR ANY LOSS OR INJURY WHETHER OR NOT CAUSED IN WHOLE OR IN PART BY THEIR NEGLIGENCE OR OMISSION IN PROCURING, COMPILING, INTERPRETING, EDITING, WRITING, REPORTING, OR DELIVERING ANY MARKET DATA THROUGH THIS SITE OR BY ANY FORCE MAJEURE OR ANY CAUSE BEYOND THEIR REASONABLE CONTROL. IN NO EVENT WILL MERRILL LYNCH, THE INFORMATION PROVIDERS. OR THEIR RESPECTIVE DIRECTORS. OFFICERS. EMPLOYEES. AFFILIATES OR AGENTS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE UPON SUCH MARKET DATA OR FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, TRADING LOSSES, DAMAGES RESULTING FROM INCONVENIENCE, OR LOSS OF USE OF THIS SITE, EVEN If ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

# **Incorporation of Market Data Agreements With Exchanges**

BY ACKNOWLEDGING THESE TERMS OF SERVICE, YOU AGREE (A) THAT YOU UNDERSTAND, AND AGREE TO BE BOUND BY, THE AGREEMENT FOR MARKET DATA DISPLAY SERVICES (THE "EXCHANGE AGREEMENT"), THE MATERIAL TERMS AND CONDITIONS OF WHICH ARE INCORPORATED HEREIN; (B) THAT MERRILL LYNCH IS NOT AN AGENT OF ANY OF THE EXCHANGES OR OF NASDAQ AND IS NOT AUTHORIZED TO DEPART FROM THE EXCHANGE AGREEMENT; AND (C) THAT NO PROVISION MAY BE ADDED TO OR DELETED FROM THE EXCHANGE AGREEMENT AND THAT NO MODIFICATIONS HAVE BEEN MADE TO IT ON YOUR BEHALF. YOU WARRANT THAT YOU ARE LEGALLY ABLE TO UNDERTAKE THE OBLIGATIONS SET FORTH IN, AND THE SIGNATORY IS DULY AUTHORIZED TO BIND YOU TO, THE EXCHANGE AGREEMENT.

THE NASDAQ STOCK MARKET, INC. IS A THIRD PARTY BENEFICIARY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. TO THE EXTENT THAT YOU HAVE ANY CLAIMS AGAINST NASDAQ ARISING OUT OF THIS AGREEMENT OR THE NASDAQ SUBSCRIBER AGREEMENT, THOSE CLAIMS SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE STATE OF MARYLAND WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAW, AND YOU CONSENT TO SUBMIT TO THE JURISDICTION OF THE COURTS OF OR FOR THE STATE OF MARYLAND IN CONNECTION WITH ANY SUCH CLAIM.

BY ACKNOWLEDGING THESE TERMS OF SERVICE, YOU CERTIFY TO THE INFORMATION PROVIDERS, AND TO MERRILL LYNCH, THAT YOU HAVE READ, UNDERSTAND AND INTEND TO BE BOUND BY THESE TERMS OF SERVICE.

Note: The Funds Transfer Service and Bill Payment Services are governed by separate enrollment terms and conditions, which are available in the Documents & Forms Library, and are not governed by the above Merrill Lynch Self-Directed Investing Terms of Service.

# 13. EXTENDED HOURS TRADING AGREEMENT

IMPORTANT INFORMATION ABOUT EXTENDED HOURS TRADING THROUGH ECNs Due to the nature of the extended hours trading market, trading in the pre-market and after hours through an ECN may pose certain risks which are greater than those present during normal market hours.

#### **Lower Liquidity**

Liquidity refers to the level of trading activity and the volume of securities available to be traded. In general, the greater the liquidity in a security, the greater the chance an order will be executed. There may be a lack of liquidity (buyers and sellers) in the extended hours market on an ECN which prevents your order from being executed, in whole or in part, or from receiving as favorable a price as you might receive during normal market hours.

#### **Price Volatility**

Price volatility refers to the speed and size of changes in the price of a security. There may be more volatility in the extended hours market than in the daytime session, which may prevent your order from being executed, in whole or in part, or from receiving as favorable a price as you might receive during normal market hours.

#### **Price Variance**

Orders are eligible for execution in the extended hours market at prices which are generally based on the supply and demand created by other sellers and buyers who participate in the extended hours session for an ECN. Therefore, execution prices of securities transactions in the ECN system extended hours may not necessarily match the pricing which is present in the daytime trading session. You might pay more, or receive less than you would compared to trades executed during normal market hours. However, you will not receive an execution price that is worse than your established limit for the extended hours session.

#### Access to Other Markets and Market Information

Not all ECNs are connected or linked in the extended hours trading market nor offer extended hours trading for the same time periods. Therefore, there is a possibility that greater liquidity in a particular security or a more favorable price is available in another ECN. Access to quotes and trading information in other ECNs may be limited. Additionally, other participants in the extended hours session may be placing orders based on extended hours news or other market developments. You should determine prior to placing an order in the extended hours session that you have sufficient current information to determine your limit order price.

#### Time and Price Priority of Orders

Orders entered into the extended hours session are generally handled in the order in which they were received at each price level. Therefore, orders transmitted to the ECN by other investors before your order may match an existing order that you were attempting to match, thereby removing that order from the ECN order book. Similarly, your order may not be first in line to be executed if a matching order comes into the ECN. This may prevent your order from being executed, in whole or in part, or from receiving as favorable a price as you might receive during normal market hours.

# **Communication Delays**

Delays or failure in communications due to a high volume of orders or communications, or other computer system problems, may cause delays in, or prevent execution of your order.

#### **TERMS and CONDITIONS**

Trading through ECN Extended Hours session on the ECN is subject to the terms and conditions ("Terms") and policies set forth by Merrill Lynch and subject to change without notice. Trading in the pre-market session may not be available to all users. Users of the extended hours trading session should contact an investment specialist to determine the availability of pre-market trading. By using the ECN Extended Hours trading facility, you acknowledge your understanding of the risks set forth above and your agreement to the Terms set forth below.

We reserve the right not to accept an order for the ECN Extended Hours session at their discretion and will attempt to notify you if your order is not accepted.

We will only accept limit orders for ECN Extended Hours trading. You must indicate a specific price at which you are willing to buy or sell the security you are interested in. You may not trade against an order entered by you. In other words, you may not buy securities you offered for sale in the ECN, and vice-versa.

All orders must be in lots of 100 shares.

The maximum order size is 100,000 shares.

Prices must be entered in decimals.

Only certain securities will be eligible for trading through the ECN Extended Hours session, so all orders must be for securities traded on the ECN. If a stock normally traded on the ECN closes on a trading halt in its primary market, or trading is later halted by its primary exchange or a regulatory authority, trading of that stock will be suspended on the ECN.

If ECN pre-market trading is available, orders can be placed from 7:30 to 9:30 a.m. ET. Orders entered between 7:30 and 8:00 a.m. will be collected and transmitted together to the pre-market session at 8:00 a.m. and will be given priority according to time received. After this time, we will continue to send ECN pre-market orders as they are received until 9:30 a.m. ET unless trading is halted prior to 9:30 a.m.

ECN after hours orders can be placed from 4:01 to 8:00 p.m. ET (After Hours Orders). After Hours Orders we receive will be sent to the ECN for execution in the order in which they are received. We will continue to send After Hours Orders to the ECN until 8:00 p.m. ET unless trading is halted prior to 8:00 p.m.

ECN after hours orders can be placed from 4:01 to 8:00 p.m. ET (After Hours Orders). After Hours Orders we receive will be sent to the ECN for execution in the order in which they are received. We will continue to send After Hours Orders to the ECN until 8:00 p.m. ET unless trading is halted prior to 8:00 p.m. ET.

If ECN pre-market trading is available, orders not filled during the ECN Pre-market session are automatically canceled if they are not filled by the end of the session (i.e., 9:30 a.m. ET unless trading is halted prior to 9:30 a.m.) during which they were placed. You must re-enter these orders during normal market hours if you still wish to have the trades executed.

Orders not filled during the ECN after hours session are automatically canceled if they are not filled by the end of the session (i.e., 8:00 p.m. Eastern Time unless trading is halted prior to 8:00 p.m.) during which they were placed. You must re-enter these orders during normal market hours if you still wish to have the trades executed.

Merrill Lynch is not liable for delays in the transmission of orders due to a breakdown or failure of transmission, communication or data processing facilities, or for any other cause beyond our reasonable control.

Transactions are subject to the applicable rules and regulations of the self-regulatory organizations and governmental authorities.

Transactions are subject to all other agreements applicable to your account(s).

# Merrill Lynch Self-Directed Investing Cash Management Account® Agreement

This Agreement contains the terms governing the Merrill Lynch Self-Directed Investing Cash Management Account® financial service ("Merrill Lynch Self-Directed Investing CMA Service"). I will read this Agreement and keep it for my records because I know that by signing the Merrill Lynch Self-Directed Investing Account Application form and enrolling in the Merrill Lynch Self-Directed Investing CMA Service, I am agreeing to its terms. Definitions in this Agreement:

- "Me," "my," "I" or "account owner" means each person who signs the Merrill Lynch Self-Directed Investing Account Application form.
- "You," "your," or "MLPF&S" means Merrill Lynch, Pierce, Fenner & Smith Incorporated.
- "BANA" means Bank of America, N.A.
- "FIA" means FIA Card Services, Inc.
- "Banks" means FIA and BANA collectively.
- "Issuer" means BANA, issuer of Visa® Cards.
- "Card/Check Account" means the account(s) established for me by the Banks for Checks and/or Cards.
- "Checks" means checks issued to me by BANA for use with my Card/Check Account.
- "Card" or "Cards" means one or more Visa Signature cards issued to me for use with my Card/Check Account if I subscribe to and am approved for such Card or Cards. The name of the Issuer will appear on the Card.
- "Visa Signature Program Card(s)" means the Card(s) issued to me if I subscribe to and am approved for the Merrill Lynch Visa Signature Program.
- "Bank Deposit Accounts" means the two FDIC-insured deposit accounts opened for me at FIA as described in Section 2 below.
- "Securities and other property" means, but is not limited to, money, securities, financial instruments and commodities of every kind and nature, as well as related contracts and options. This definition includes securities or other property held currently or in the future, carried or maintained by you or by any of your affiliates, in your possession and control, or in the possession and control of any such affiliate, for any purpose, in and for any of my accounts opened now or in the future, including any account in which I may have an interest, and includes any property deemed to be financial assets under the New York Uniform Commercial Code, as it may be amended from time to time.

# 1. Description of the Merrill Lynch Self-Directed Investing Service

The Merrill Lynch Self-Directed Investing CMA Service consists of (1) a MLPF&S securities account (referred to as a "Securities Account"), which is either a cash account or a margin account; (2) a sweep of available free credit balances to the Bank Deposit Accounts; (3) if applicable, a Card/Check Account provided by the Banks; and (4) if applicable, other optional Merrill Lynch Self-Directed Investing CMA Services as described in the Merrill Lynch Self-Directed Investing CMA Program Description.

#### 2. Agreement Regarding Cash, Bank Deposit Accounts and Other Assets

Available free credit balances in my Securities Account will be deposited automatically at least once a week into the Bank Deposit Accounts. I understand that you may reasonably withhold access to my balances until you are satisfied that Checks have been collected. You may satisfy amounts that I owe in connection with my Merrill Lynch Self-Directed Investing CMA Service (such as debit balances in a Securities Account, amounts owed in my Card/Check Account, or investments or deposits made for me that are later reversed) from the assets in my Bank Deposit Accounts or from the assets and free credit balances in my Securities Account(s) (including, if applicable, by making loans to me or selling assets in my Securities Account).

The Bank Deposit Account consists of two (2) deposit accounts: a bank transaction ("BTA") and a money market deposit account ("MMDA") opened on my behalf by you, acting as my agent, with FIA. Interest will be paid on the balances in both the BTA and MMDA accounts at the same interest rates and the same annual percentage yields.

As described previously, balances in the Bank Deposit Accounts will be used to pay any of my obligations relating to the Card/Check account as well as any of my other obligations relating to the Merrill Lynch Self-Directed Investing CMA Service. You, acting as my agent,

will make withdrawals from the BTA to pay such obligations. If funds in the BTA are insufficient to pay such obligations, you will transfer funds from the MMDA, if any, to the BTA to pay such obligations. I understand and agree that transfers from the MMDA are limited to six (6) transfers during a monthly statement cycle. Upon the sixth transfer from the MMDA during a monthly statement cycle, the entire balance of the MMDA (less \$1) will be transferred to the BTA for the remainder of the month.

For a further description of the BTA and MMDA, including eligibility requirements and interest rates applicable to various account balances, please refer to the Merrill Lynch Self-Directed Investing CMA Program Description and the Bank Deposit Account Fact Sheet.

# 3. Commissions and Fees-Lien for Obligations

I agree to pay your brokerage commissions, markups, markdowns and other fees, in existence from time to time as such apply to my Securities Account, for the transactions and services I receive from you. These fees, which are subject to change, will be charged to my Securities Account for the financial services provided to me. You may deduct from my Securities Account any such fees owed you. If sufficient cash or balances in the Bank Deposit Accounts are not available in my Securities Account, you reserve the right to sell any assets in my Securities Account to cover amounts due you.

All of my securities and other property in any Securities Account except for those held in retirement accounts, such as IRAs, in which I have an interest or which at any time are in your possession or under your control, shall be subject to a lien for the discharge of any and all indebtedness or any other obligations I may have to you. All of my securities and other property shall be held by you as security for the payment of any such obligations or indebtedness to you in any Securities Account except for those held in retirement accounts, such as IRAs, in which I have an interest. You, subject to applicable laws, may at any time and without giving me prior notice, use and/or transfer any or all securities and other property in any Securities Account except for those held in retirement accounts, such as IRAs, in which you have an interest, without regard to MLPF&S having made any advances in connection with such securities and other property and without regard to the number of Securities Accounts except for those held in retirement accounts, such as IRAs, I may have with you. In enforcing the lien, you at your sole discretion may determine which securities and other property are to be sold or which contracts are to be closed.

# 4. Representations, Additional Terms and Amendments

I acknowledge that documents pertaining to and governing my Securities Account are available online at the Merrill Lynch Self-Directed Investing website, including, without limitation, the Merrill Lynch Self-Directed Investing Terms of Service, Merrill Lynch Self-Directed Investing Terms of Service, Merrill Lynch Self-Directed Investing Terms of Service, Merrill Lynch Self-Directed Investing CMA Program Description and the Bank Deposit Account Fact Sheet. These documents shall be referred to in this Agreement as the "Documents." The Documents contain additional terms governing the service I have selected, and I agree that these Documents are incorporated into this Agreement as though they were fully set out in this Agreement. Subject to applicable law, you and the Banks have the right to amend the Documents by so notifying me in writing. Unless the context otherwise requires, the term "Agreement" shall include the Documents, as amended from time to time. This Agreement, together with all other written agreements between you and me related to your Securities Account and terms contained on statements and confirmations sent to me, contains the entire understanding between you and me concerning the subject matter of this Agreement.

I agree that you and the Banks shall have the right to amend this Agreement, by modifying or rescinding any of its existing provisions or by adding any new provision, at any time by sending notice of the amendment to me. Any such amendment shall be effective as of a date to be established by you and the Banks, subject to applicable law.

I understand there may be additional documentation required by applicable law or the policies and procedures of MLPF&S or the Banks. I agree to comply promptly with any such requests for additional documents.

# **5.** Representation as to Capacity To Enter into Agreement and Other Representations

I represent and warrant that all of the information provided by me to you is accurate and complete to the best of my knowledge and belief, and that each of the following statements is accurate as to me and to my Securities Account:

1. I am of legal age to enter into contracts in the state of your domicile.

- I am the only person who has an interest in my Securities Account(s) with you.
- 3. If I am an employee or member of any securities exchange; an employee of a member firm, bank, trust company or insurance company, any corporation, firm or individual engaged in the business of dealing either as broker or as principal in securities, bills of exchange, acceptances or other forms of commercial paper; or if for any other reason I am required to obtain my employer's consent before opening a Securities Account, I hereby certify that I have disclosed this affiliation to you and that I have obtained approval from my compliance officer prior to opening my Securities Account. I also agree to notify you promptly if I become so employed.
- 4. If any of the foregoing representations is inaccurate or becomes inaccurate, I will so advise you promptly in writing.

# 6. Credit Information

I authorize you, each of your affiliates and the Banks to request a consumer or similar report about me from one or more consumer-reporting agencies for the purposes of considering my subscription to the Merrill Lynch Self-Directed Investing CMA Service, determining my eligibility for certain credit-related features of this service, reviewing or collecting any accounts opened for me, or for any other legitimate business purpose. Upon my request, you will inform me of the name and address of each consumer-reporting agency from which you obtained a consumer report, if any, in connection with my subscription or accounts. I also authorize you, each of your affiliates and the Banks to share any information you may have or obtain about me for any legitimate business purpose.

#### 7. Disclosures to Issuers

Under Rule 14b-1c promulgated under the Securities Exchange Act of 1934, as amended, you are required to disclose to an issuer the name, address and position of your customers who are beneficial owners of that issuer's securities unless I object. Unless I notify you of such objection in writing, you will make such disclosures to issuers.

8. Agreement to Arbitrate Controversies with MLPF&S
This Agreement contains a predispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

- All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- 4. The arbitrators do not have to explain the reason(s) for their award.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

You agree that all controversies that may arise between us shall be determined by arbitration. Such controversies include, but not limited to, those involving any transaction in any of your accounts with Merrill Lynch, or the construction, performance or breach of any agreement between us, whether entered into or occurring prior, on or subsequent to the date hereof.

Any arbitration pursuant to this provision shall be conducted only before the Financial Industry Regulatory Authority, Inc. (FINRA) or an arbitration facility provided by any other exchange on which Merrill Lynch is a member, and in accordance with the respective arbitration rules then in effect of FINRA or such other exchange.

You may elect in the first instance whether arbitration shall be conducted before FINRA or another exchange of which Merrill Lynch is a member, but if you fail to make such election by registered letter addressed to Merrill Lynch at the office where you maintain your account

before the expiration of five (5) days after receipt of a written request from Merrill Lynch to make such election, then Merrill Lynch may make such election.

Judgment upon the award of the arbitrators may be entered in any court, state or federal, having jurisdiction.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until:
(i) the class certification is denied; (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

Paragraphs 9 through 15 apply only if I request that a Securities Account be established with margin.

# 9. Collateral Requirements and Credit Charges

I will maintain such securities and other property in my Securities Account as you shall require from time to time. In accordance with your usual custom, the monthly debit balance of such accounts shall be charged interest at a rate permitted by the laws of the State of New York. Unless I pay the interest charged to my Securities Account at the close of a charge period, it will be added to the opening balance for the next charge period. Interest then will be charged upon the entire opening balance of that next charge period, which will, therefore, include any such unpaid interest from the previous charge period.

#### 10. Calls for Additional Collateral Liquidation Rights

You shall have the right to require additional collateral:

(a)

- i. in accordance with your general policies regarding your maintenance requirements for margin accounts, as such may be modified, amended or supplemented from time to time: or
- ii. if in your discretion you consider it necessary for your protection at an earlier or later point in time than called for by said general policies; or
- iii. in the event that a petition in bankruptcy or for appointment of a receiver is filed by or against me; or
- iv. if an attachment is levied against my accounts; or
- v. in the event of my death.

If I do not provide you with additional collateral as you may require in accordance with (a)(i) or (ii), or should an event described in (a)(iii), (iv) or (v) occur (whether or not you elect to require additional collateral), you shall have the right:

(b)

- to sell any or all securities and other property in my accounts with you or with any of your affiliates, whether carried individually or jointly with others;
- ii. to buy any or all securities and other property that may be short in such accounts; and
- iii. to cancel any open orders and to close any or all outstanding contracts.

You may exercise any or all of your rights under (b)(i), (ii) and (iii) without further demand for additional collateral, notice of sale or purchase, or other notice or advertisement. Any such sales or purchases may be made at your discretion on any exchange or other market where such business is usually transacted, or at public auction or private sale, and you may be the purchaser for your own account. I understand that your giving of any prior demand or call or prior notice of the time and place of such sale or purchase shall not be considered a waiver of your right to sell or buy without any such demand, call or notice as provided in this Agreement.

# 11. Purpose of Credit

I understand and agree that any credit extended by you to me in connection with my Securities Account is primarily for investment or business purposes.

# 12. Security Interest in Favor of MLPF&S

All my securities and other property, except those held in retirement accounts, such as IRAs, shall be subject to a lien for the discharge of all my indebtedness and any other obligations that I may owe to you and are to be held by you as security for the payment of any such obligations or indebtedness to you in any account you maintain for me including any accounts in which I may have an interest, except retirement accounts, such as IRAs. Securities and other property held in retirement accounts, such as IRAs, are not subject to this lien, and are not used as security for the payment of obligations or indebtedness for other accounts - margin or cash - maintained with Merrill Lynch. You shall have the right to transfer securities and other property so held by you from or to any other of such accounts whenever in your judgment you consider such a transfer necessary for your protection. In enforcing your lien, you shall have the discretion to determine which securities and property are to be sold and which contracts are to be closed.

# 13. Payment of Indebtedness Upon Demand

I shall at all times be liable for the payment upon demand of any debit balance or other obligations owing in any of my accounts with you. I shall be liable to you for any deficiency remaining in any such accounts in the event of the liquidation thereof, in whole or in part, by you or by me. I will pay such obligations and indebtedness upon demand.

#### 14. Pledge of Securities and Other Property

Within the limitations imposed by applicable laws, rules and regulations, all securities and other property may be pledged and re-pledged by you from time to time, without notice to me, either separately or in common with other such securities and other property, for any amount due in my accounts or for any greater amount. You may do so without retaining in your possession or under your control for delivery a like amount of similar securities or other property.

# 15. Lending Agreement

In return for your extension or maintenance of any credit in my Securities Account, I acknowledge and agree that the securities in my account, together with all attendant rights of ownership, may be lent to you or lent out to others to the extent not prohibited by applicable laws, rules and regulations. In connection with such securities loans, you may receive and retain certain benefits to which I will not be entitled. I understand that, in certain circumstances, such loans could limit my ability to exercise voting rights, in whole or in part, with respect to the securities lent.

# 16. Joint Accounts and Joint and Several Liability

If more than one person signs this Agreement, each person shall be an account owner and their obligations under this Agreement shall be joint and several. The legal ownership of any Securities Account shall be in such form as the account owners shall designate in the Application and Agreement form and as reflected in the account title. In the event no designation is made, MLPF&S is authorized to deal with the account owners as tenants in common (without right of survivorship).

Notwithstanding the choice of law provisions of Section 20, which shall govern the contractual obligations of the parties under this Agreement, the legal ownership of each Securities Account shall be governed by and interpreted under the internal laws of the state of permanent residence of the account owners who are U.S. citizens. Non-resident aliens agree that the form of joint ownership designated for each Securities Account shall be governed (notwithstanding the laws of any other jurisdiction to the contrary) by the internal laws of the State of New York and, for purposes of determining all matters with regard to each Securities Account, agree to submit to the jurisdiction of the courts of New York and the federal courts in the Southern District of New York, and consent to service of process by certified mail to the account's address of record.

All account owners agree that each account owner has authority to transact any business on behalf of each Securities Account as fully and completely as if each account owner were the sole owner of each Securities Account. Subject to MLPF&S policies, MLPF&S may accept orders and instructions, written or oral, with respect to each Securities Account from each account owner, without notice to any other account owner, for the receipt, transfer and withdrawal of funds by check, wire transfer or otherwise, and for the purchase, sale, exchange, transfer or other disposition of securities and other property (with or without consideration), including, but not limited to, checks drawn to or transfers made directly to the account owner requesting the check or transfer, and/or to third parties. MLPF&S reserves the right to require joint instructions by all account owners of a court order at any time with regard to the transfer of funds and securities. If the account owners have selected margin lending for a Securities Account, all account owners further agree that all securities and other property that MLPF&S may be holding for any of them, either in that Securities Account or otherwise, shall be subject to a lien for the discharge of the obligations of that Securities Account to MLPF&S, such lien to be in addition to any rights and remedies MLPF&S may otherwise have.

In the event of the death of an account owner, divorce of married account owners, assignment of an account owner's interest or other event that causes a change in ownership of a Securities Account, all account owners or the surviving account owner(s), as the case may be, shall immediately give MLPF&S written notice thereof, and MLPF&S may, in such event, take such action, including requiring such documents or imposing such restrictions on the Securities Account, as MLPF&S may deem necessary in the circumstances. The estate of a deceased account owner and a departing account owner by assignment or divorce shall remain liable, jointly and severally, with the remaining or surviving account owner(s) for any obligations of the Securities Account arising before MLPF&S receives such notice or incurred in liquidation of the Securities Account or the adjustment of the interests of the account owners.

In the event of any such change in ownership of a Securities Account, MLPF&S is authorized to divide or retitle the Securities Account in accordance with the form of legal ownership of the Securities Account as reflected on the records of MLPF&S or by written instructions of the remaining or surviving account owner(s), or by obtaining a court order, as MLPF&S may reasonably determine is appropriate in the circumstances. Unless agreed otherwise among the account owners in writing provided to MLPF&S, joint accounts designated "with right of survivorship" (e.g., JTWROS) shall vest the interest of a deceased account owner in the surviving account owner(s) and accounts designated "without right of survivorship" (e.g., TIC) shall entitle the estate of a deceased account owner and the surviving account owner(s) to equal shares of the Securities Account. All account owners agree to indemnify MLPF&S against any liability, loss or expense incurred from acting in accordance with this Agreement in the event of a change in ownership of each Securities Account.

All statements, notices or other communications sent or given to one account owner by MLPF&S shall be considered notice to all account owners. In the event MLPF&S receives inconsistent instructions from two or more account owners, reasonably believes instructions received from one account owner are not mutually agreeable to all account owners or receives a court order with respect to a Securities Account, MLPF&S may, but is not obligated to, restrict activity in the Securities Account, require that all instructions be in writing signed by all account owners, suspend or terminate the Merrill Lynch Self-Directed Investing CMA Service, and/or file an interpleader action in an appropriate court at the expense of the account owners.

# 17. Termination of the Merrill Lynch Self-Directed Investing Service

The Affiliated Banks, you or I may terminate or suspend the Merrill Lynch Self-Directed Investing CMA Service and close my account(s) at any time and for any reason, I agree that I will remain responsible for authorized charges and any debit balances that arise before or after termination. Merrill Lynch may redeem all money market fund shares and withdraw all funds from bank deposit accounts.

Merrill Lynch requires that I provide transfer instructions to transfer my account to another financial institution or liquidation instructions within thirty (30) days of receiving written notification from Merrill Lynch or the Affiliated Banks informing me that you are terminating my account. If such instructions are not submitted by me within thirty (30) days, cash, money market mutual funds and bank deposits will be liquidated or withdrawn and the proceeds will be sent to me in the form of a check, equity and fixed income securities eligible for certificate delivery will be issued to me in that form, and equity and fixed income securities ineligible for certificate delivery will be liquidated. Any non-transferable securities, including but not limited to mutual fund positions and option contracts, will be liquidated at current market prices. Sale proceeds will also be issued to me in the form of a check. Liquidation of any security will likely be a taxable event and may incur fees, including mutual fund contingent deferred sales charges, or other applicable liquidation fees. Merrill Lynch recommends that I consult a tax advisor to determine what result, if any, liquidation may have on my tax situation.

I agree to promptly return all Visa cards and unused checks to you and discontinue use of any other means of access to my account. Failure to do so may result in a delay in complying with my instructions as to the disposition of my assets.

# 18. Headings Are Descriptive

The heading of each provision of this Agreement is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision.

#### 19. Applicable Laws

This Agreement, with respect to all portions of the Merrill Lynch Direct Self-Directed Investing CMA Service, including interest charges on loans made to me, will be governed by and interpreted under the laws of the State of New York. The terms of the agreements with FIA Cards Services, N.A. are governed by federal and Delaware law. The terms of the agreement with Bank of America, N.A. are governed by federal and North Carolina law.

I may not use my account or relationship to the firm to process transactions that are prohibited by law, including, but not limited to, restricted transactions prohibited by the Unlawful Internet Gambling Enforcement Act of 2006.

# 20. Presumption of Receipt of Communications

Communications may be sent to me at my designated e-mail address or at such other mailing address as I give you in writing. All communications so sent, whether by electronic means, mail, telegraph, messenger or otherwise, will be considered to have been given to me personally upon such sending, whether or not I actually receive them.

Reports of the execution of orders (confirmations) and statements of account shall be conclusive if not objected to by written notice delivered to MLPF&S within ten (10) business days after delivery of or communication of the reports or statement to me by MLPF&S.

#### 21. Extraordinary Events

I agree that you and the Banks shall not be liable for loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, strikes, or other conditions beyond your and/or the Banks' control.

#### 22. Separability

If any provision of this Agreement is held to be invalid, illegal, void or unenforceable by reason of any law, rule, administrative order or judicial decision, such determination will not affect the validity of the remaining provisions of this Agreement.

# 23. Liability for Costs of Collection

To the extent permitted by the laws of the State of New York, I agree to pay you and the Banks the reasonable costs and expenses of collection, including reasonable attorneys' fees, for any debit balance and any unpaid deficiency or other amounts that I owe you or the Banks.

#### 24. Applicable Rules and Regulations

All transactions in my Securities Account(s) shall be subject to the constitution, rules, regulations, customs and usages of the exchange or market and its clearinghouse, if any, on which such transactions are executed by you or your agents, including your subsidiaries and affiliates.

#### 25. Successors

I agree that this Agreement shall be binding upon my heirs, executors, administrators, personal representatives and assigns. This Agreement shall inure to the benefit of you and your successors and/or assigns. You may assign your rights and duties under this Agreement to any of your subsidiaries or affiliates without giving me notice, or to any other entity upon prior written notice to me. I may not assign my rights and duties under this Agreement.

Sections 26 through 31 apply only when the Card/Check Account is used, including when Checks and/or Cards are obtained.

# 26. Card Ownership

I certify that all information I have provided you is true and correct, and that you, BANA and the Issuers may rely on and verify such information. The Card remains the property of the Issuer and may be canceled by the Issuer at any time without prior notice.

#### 27. Liability

I will be liable for all authorized transactions arising through the use of the Card(s) and Checks in connection with my Card/Check Account. I will be responsible, on a continuing basis, for the safekeeping of my Card(s) and Checks and shall not permit unauthorized persons to have access to my Card(s) or Checks. I also will be responsible for reviewing my Merrill Lynch Self-Directed Investing CMA Monthly Statement in order to discover and report to you the possible unauthorized use of my Card(s) and Checks. I agree to notify you immediately if I believe or have reason to believe that my Card(s) or Checks have been or may be used by an unauthorized person. Unless limited by law, I will be responsible for any and all losses and damages that arise from any breach of my undertakings to safeguard my Card(s) and Checks, to review my Merrill Lynch Self-Directed Investing CMA Monthly Statement(s) for possible unauthorized activity and to report promptly any unauthorized activity to you.

I also agree to pay the reasonable costs and expenses of collection of any unpaid balance due, including any accrued finance charges, as a result of any overdraft(s), including but not limited to attorneys' fees, to the extent allowed by law, involved in such collection. I understand that the Banks have not taken a security interest in any of the assets in my Securities Account or Bank Deposit Accounts pursuant to this Agreement.

#### 28. Purchasing Power

I agree that I will not incur charges to my Card/Check Account in excess of my Purchasing Power. The Purchasing Power for my Card/Check Account will be the total of any available free credit balances in my Securities Account, the available balances in my Bank Deposit Accounts and, if the Securities Account is established with margin, the available loan value of securities in my Securities Account.

I understand that my Purchasing Power may fluctuate from day to day.

If a charge exceeds my purchasing power, I will be in default and Merrill Lynch may, among other things, terminate my subscription to the Merrill Lynch Self-Directed Investing CMA service.

#### 29. Overdrafts

If I exceed my purchasing power, Bank of America, N.A. (BANA) may accept the transaction as an overdraft and advance me funds for the amount exceeding my purchasing power. If this happens, I will be notified and I agree that I will immediately pay the amount of the overdraft and any applicable **finance charges**. **Finance charges** will be imposed for overdrafts at an 18% **Annual Percentage Rate**. The daily periodic rate is 0.049315%.

MLPF&S figures the **finance charge** by applying the periodic rate to the "average daily balance" of my overdrafts. To get the "average daily balance" MLPF&S takes the beginning balance of my overdrafts each day, and any new overdrafts, and subtracts any payments or credits, and unpaid **finance charges**. This gives MLPF&S the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives MLPF&S the "average daily balance."

**Finance charges** accrue from the date BANA accepts an overdraft until the date on which payment is made. Any payments I make will be applied on the date of receipt, first to pay any accrued and unpaid **finance charge** and then to the balance of overdrafts in the order they were incurred.

You will be notified in writing if you have been provided with an overdraft.

You may remit payment for your overdraft in one of the following manners:

- Contact Merrill Lynch Self-Directed Investing at (877) 653-4328 to transfer funds from another Merrill Lynch account (if applicable).
- 2. Send a check or money order, payable to Merrill Lynch to:

Merrill Lynch Self-Directed Investing P.O. BOX 1528 PENNINGTON, NJ 08534-1528

Include your account number on your check or money order to ensure proper credit to your account. You may not use a Merrill Lynch check drawn on the same account that has the debit balance.

- Make a deposit at any Merrill Lynch branch office or Bank of America deposit taking ATM.
- Wire funds from an external account at another institution to your Merrill Lynch account.
- 5. Liquidate securities held in the account.
- Consider upgrading to a margin account and transfer the debit for an interest rate lower than overdraft. Contact Merrill Lynch Self-Directed Investing at (877) 653-4328 for current margin rates.

Please note that in the event there has been any non-related debit activity in your account since the overdraft occurred, any deposits made to your account will be used to satisfy that activity before being credited to the overdraft.

# 30. Overdraft Notices

If an overdraft loan is extended to me, I will be notified in writing. The initial overdraft notice will inform me of the overdraft(s), which is due and payable by me immediately, together with any accrued finance charges. Subsequent overdraft notices will detail, among other disclosures, any overdraft(s) plus finance charges imposed on such overdraft(s), payments and credits, as well as the balance due.

#### 31. Account Inquiries

I understand that inquiries and error allegations concerning my Card/Check Account, any overdraft notices and my monthly statement should be directed through you.

Sections 32 through 34 apply only if I subscribe to the CMA Access Visa or Visa Signature Programs.

**32.** Agreement to the CMA Access Visa or Visa Signature Programs In addition to the following paragraphs, I understand that this Agreement also applies to the CMA Access Visa or Visa Signature Programs, including paragraphs 9 through 16, if my Securities Account is established with margin.

# 33. Limitations and Direct Debiting of My Account

I agree to pay FIA for the Card purchases posted to my Card/Check Account. I authorize MLPF&S to pay FIA from the assets in my Bank Deposit Accounts and/or from my Securities Account(s) (including, if applicable, by making loans to me). On my behalf, MLPF&S will pay FIA, pursuant to the terms of this Agreement and the Documents, on the Wednesday before the last Friday of each month for all Card purchases posted to my Card/Check Account for that monthly period. However, if FIA has not received and accepted my signed Statement of Purpose form (Federal Reserve Form FR U-1), I understand that the entire amount of the charges posted to my Card/Check Account will be debited from my account once the sum of my Visa Card purchases exceeds \$100,000 in any monthly cycle. In addition, any subsequent charges not exceeding \$100,000 posted to my Card/Check Account during the same monthly cycle will be paid by direct debit to my account on the fourth Wednesday of the month. I acknowledge that I have the right under applicable federal law to receive advance notice of the varying amounts of the debit described above but waive my right to do so, as long as the amount does not exceed \$500,000. If I choose, I may elect to have this payment made by another means that is not otherwise incompatible with MLPF&S's operations. If I choose to have this payment made by such other means, I will notify MLPF&S in writing of my desire to do so.

# 34. Agreement Not To Dispose of Assets

By subscribing to the CMA Access Visa or Visa Signature Programs, I agree that I will not dispose of the assets in my Securities Account(s) or any other account I may have with either MLPF&S or FIA, if such disposal will negatively affect my ability to pay FIA for Card transactions. However, I may continue to trade securities in my Securities Account(s).

# 35. Exercising Employee Stock Options

In connection with my exercise of employee stock options involving the sale of shares of my company's stock, I hereby constitute and appoint you as my agent and attorney-in-fact for the purpose of (a) determining and selling the number of shares of stock required to pay the amounts due upon exercise of the options, (b) making such payments and (c) taking such further actions as shall be necessary to implement my employee stock option exercises. I authorize and instruct my employer to deliver the stock issued pursuant to my stock option exercises to you. I agree that this authorization is irrevocable and will continue in full force and effect and will apply to each employee stock option exercise I authorize under my company's stock option plan. All company stock held or carried in my Securities Account shall be subject to a lien for the discharge of any funds advanced for the payment of the stock option exercise, applicable taxes, interest and any fees or commission.

# Merrill Lynch Self-Directed Investing Cash Management Account® Program Description

#### Definitions

The program description sets forth the terms and conditions that govern the Merrill Lynch Self-Directed Investing Cash Management Account® financial service (Merrill Lynch Self-Directed Investing CMA® Service) as well as those contained in the Merrill Lynch Self-Directed Investing Cash Management Account Agreement (Merrill Lynch Self-Directed Investing CMA Agreement). It also contains certain disclosures required by federal law, including current charges and fees.

The Merrill Lynch Self-Directed Investing CMA Service offers integrated financial services by linking three principal components: (1) a conventional Merrill Lynch cash or margin securities account (Securities Account); (2) a sweep of available free credit balances to federally insured deposit facilities at FIA Card Services, Inc. (Bank Deposit Accounts); and (3) upon request, a Visa\* Card/Check Account. In addition to these core features, the Merrill Lynch Self-Directed Investing CMA Service offers various optional services (Optional Services) described herein.

You may subscribe to the Merrill Lynch Self-Directed Investing CMA Service by opening a Securities Account with a minimum of \$2,000 in any combination of cash and/or securities. For certain group plans and special accounts, the minimum may be different.

Throughout this program description, the following representations pertain:

- "You," "your" and "Merrill Lynch client" refer to each person who subscribes to the Merrill Lynch Self-Directed Investing CMA Service.
- "We," "us," "our" and "Merrill Lynch" refer to Merrill Lynch, Pierce, Fenner & Smith Incorporated.
- "BANA" refers to Bank of America, N.A., issuer of the Visa Signature\* Rewards
   Cards and the bank through which Merrill Lynch Self-Directed Investing checks
   are processed.
- "Bank Deposit Accounts" refers to the two FDIC-insured deposit accounts at FIA.
- "Checks" refers to the checks issued to customers by BANA for use with their Visa Card/Check Account.
- "Issuer" refers to BANA, as issuer of Visa Cards.
- "Bank" refers to BANA.
- "Visa Card" refers to the Visa Signature Card unless otherwise specified.
- "Visa Signature Rewards Card" or "Signature Rewards Card Program" refers to the Merrill Lynch Visa Signature Rewards Card and Merrill Lynch Visa Signature Rewards Card Program, respectively.
- "Visa Card/Check Account" refers to the account established for customers by BANA for Visa Cards and Checks.

#### **Securities Account**

#### **General Information**

The Securities Account is our conventional securities account that may be used to purchase, sell and hold securities. If your Securities Account is opened as a cash account, securities transactions must be conducted on a fully paid basis. If your Securities Account is opened as a margin account, you also may use it to purchase and sell securities on credit or to borrow money based upon the value of eligible securities in the account.

Each Securities Account will be maintained pursuant to the rules and regulations of the Securities and Exchange Commission, the Board of Governors of the Federal Reserve System, the New York Stock Exchange, Inc. and the Financial Industry Regulatory Authority, Inc., as well as our own policies and procedures. As is the case with a regular securities account, you pay our brokerage fees for securities transactions in each Securities Account.

# **Purchases of Securities**

To process orders to purchase securities, we generally require that your Securities Account contain Available Funds equal to or greater than the purchase price of the securities

prior to placement of an order. "Available Funds" is defined as the sum of your free credit balances and balances in the Bank Deposit Accounts, plus funds receivable from settled sales and the loan value available to you on marginable securities if your Securities Account is authorized for margin, minus funds needed to pay for recent purchases and minus funds needed to pay for any open orders and any uncleared deposits.

Any order inadvertently accepted and/or executed without sufficient funds in the Account will be subject, at our discretion, to cancellation or liquidation. You are responsible for your orders, including any orders that exceed Available Funds in your Securities Account. You may submit funds for your Securities Account at any of our branch offices. If full funds are not available in the Securities Account and an order is processed, your payment via wire or personal check, cashier's check, or money order payable to us must be promptly submitted to us to assure that such payment will be received by the settlement date, or, as market conditions warrant, your Securities Account may be liquidated without prior notification. In the event your Securities Account is liquidated, you will be liable for any resulting losses and associated costs incurred by us.

#### **Sales of Securities**

You agree that you will not enter sell orders (except orders to sell "short," which are so designated by you) unless the stock that you are selling is long and in good deliverable form in your Securities Account on or before placement of the order. Any sell order that is inadvertently accepted by us in the absence of stock long and in good deliverable form in your Securities Account will be subject, at our discretion, to cancellation or buy-in. You will be liable for any resulting losses and associated costs incurred by us.

# **Impartial Lottery Allocation System**

When we hold on your behalf bonds or preferred stocks in street or bearer form that are callable, all or in part, you agree to participate in the impartial lottery allocation system of the called securities in accordance with the provisions of the rules of the New York Stock Exchange, Inc.

#### **Control or Restricted Securities**

Prior to placing an order in connection with any securities subject to Rule 144 or 145(d) of the Securities Act of 1933, you understand and agree that you must advise us of the status of the securities and furnish us with the necessary documents to clear legal transfer. You acknowledge that there may be delays involved with the processing of control or restricted securities and that you will not hold us liable for any losses caused directly or indirectly by such delays. We may, in our sole discretion, require that control or restricted securities not be sold or transferred until such securities clear legal transfer.

# **Cancellation Requests**

All "cancellation requests" are accepted by us on a best efforts basis only. You understand and agree that when you place a request to cancel an order, cancellation of that order is not guaranteed.

# **Late and Corrected Reports**

From time to time, all brokerage firms receive late and/or erroneous reports from exchanges or market makers. You understand and agree that the status of orders that are not reported to you or that are reported as having expired, been canceled or been executed, may be changed in response to such late reports to reflect what actually occurred in the marketplace with respect to such orders.

# **Restrictions on Trading**

You understand that we may at any time, at our sole discretion and without prior notice to you, prohibit or restrict your ability to trade securities, or to substitute securities, in your Securities Account.

# Market Data

We may make available to you certain market data, such as quotes, graphs and indexes, containing information in which various national securities exchanges and associations assert a proprietary interest. You agree that you understand that these exchanges and associations do not guarantee the timeliness, sequence, accuracy or completeness of these market data or of any other market information. Neither they nor Merrill Lynch shall be liable to you for any losses that may arise from your use of these data, whether caused by inaccuracies, errors, delays or omissions, and you agree to indemnify and hold harmless these exchanges and associations and Merrill Lynch from any such losses. You agree that you shall use real-time quotes only for your individual use and that you

shall not furnish such data to any other person or entity. You further agree that the terms of this paragraph and all ancillary terms necessary to effectuate these terms may be enforced against you directly by the national securities exchanges and associations providing market data.

# **Securities Account Protection**

The securities and cash we hold in your account are protected by the Securities Investor Protection Corporation (SIPC) for up to \$500,000 (inclusive of up to a maximum of \$100,000 for cash).

In addition, Merrill Lynch has obtained "excess-SIPC" coverage from Lloyd's of London. The Lloyd's policy provides protection (including up to \$1.9 million for cash) per customer, subject to an aggregate limit of \$600 million.

Neither SIPC protection nor the additional coverage applies to deposits held through the Merrill Lynch bank deposit program or to other assets that are not securities.

Each account held by a separate customer (as defined by applicable law) is treated separately for purposes of the above protection.

# **Margin Lending Program**

The margin lending program allows suitable clients to borrow money from Merrill Lynch which is secured by eligible securities and other assets held in their accounts.

The maximum loan value of eligible common stocks is presently 50% of their current market value; bonds and other eligible securities have other specified maximum loan values. The interest rates we charge for margin loans are variable and depend in part on the amount owed to us. New York Stock Exchange rules require that a minimum of \$2,000 of equity be maintained in accounts that use margin.

You generally may not maintain more than one margin account at Merrill Lynch in the same ownership capacity. Certain fiduciary accounts, such as custodial accounts for minors, are not eligible for the service.

Borrowing with securities as collateral involves special risks. Proper management of your account and a thorough understanding of the conditions that may affect your investments will assist you in effectively using the margin lending program. Please note that market conditions can magnify any potential for loss as well as for gain. A maintenance call may result from a decrease in the value of the pledged securities, and you may be required to deposit additional securities and/or cash in the account or risk liquidation of your securities at an unfavorable price.

# **Bank Deposit Accounts**

#### **General Information**

Available free credit balances in a Securities Account are deposited automatically in the Bank Deposit Accounts. Available free credit balances means any cash that may be transferred out of the Securities Account without giving rise to interest charges. (The term does not include, for example, the proceeds of short sales or funds in a Securities Account that will be used to pay for a pending securities transaction.)

The Bank Deposit Accounts consist of two deposit accounts: a bank transaction account and a money market deposit account. Each account is insured by the Federal Deposit Insurance Corporation (FDIC). Your free credit balances will be swept to the money market deposit account. Funds will be transferred automatically from the money market deposit account to the bank transaction account to pay for charges presented against the Visa Card/Check account. The manner in which your deposits are made into the bank transaction account and the money market deposit account, as well as transfers between or withdrawals from those accounts, are described in more detail in the Bank Deposit Account Fact Sheet.

Amounts deposited in the Bank Deposit Accounts, including interest paid thereon, are protected by FDIC insurance in an amount up to \$100,000 per customer (as defined by applicable federal law) per depository institution, but are not cash or securities covered by SIPC or excess-SIPC protection.

We receive a deposit brokerage fee from FIA with respect to the Bank Deposit Accounts.

#### Transfers

Except as described below, available free credit balances (i.e., cash) of less than \$2,500 are deposited automatically not later than the first business day of each week on which both the New York Stock Exchange and New York banks are open, which will usually be

a Monday. At any time, as with any securities account, you may withdraw available free credit balances held in the Securities Account by notifying us.

Cash balances of less than \$2,500 will be deposited on the business day following the day on which proceeds from the following transactions are received: (i) a sale of securities that does not settle on the day the sale is made, (ii) a sale of securities that settles on a same-day basis, (iii) a repayment of principal on debt securities held in the Securities Account or (iv) a sale of shares of Merrill Lynch Ready Assets Trust or Merrill Lynch U.S.A. Government Reserves.

Cash balances of \$2,500 or more -- whether from a deposit to your Securities Account or from dividends or interest on securities in your Securities Account -- will be deposited on the next business day if the deposit is received prior to our cashiering deadline.

Balances are withdrawn automatically to satisfy obligations arising in connection with the Securities Account, including amounts necessary to satisfy applicable credit requirements and margin interest charges. Automatic withdrawals are made first from free credit balances in your Securities Account and then from balances in your Bank Deposit Accounts (including funds transferred from your money market deposit account) to satisfy amounts owed in connection with this service, such as checks and Visa charges.

Checks clear through BANA as a component service of your Merrill Lynch Self-Directed Investing CMA Service. Checks are not drawn directly against the Bank Deposit Accounts.

We reserve the right not to effect withdrawals within fifteen (15) days of the receipt of checks and, subject to applicable law, within six (6) days of the receipt of funds credited to your Securities Account electronically.

If you have elected the Automatic Income Service, dividends and interest credited to your Securities Account pending distribution will not be deposited automatically in your Bank Deposit Accounts and will not be included in your Purchasing Power. The amounts pending distribution will, however, be included in the column titled "Cash and Deposits with FIA" in the "Daily Account Activity" section of your Monthly Statement.

#### Interest

Interest on balances in your Bank Deposit Accounts is compounded daily and credited monthly. The Merrill Lynch Self-Directed Investing CMA Service thus permits you to use free credit balances effectively by depositing them promptly in the Bank Deposit Accounts, assuring use of such funds pending other investments in the Securities Account or the payment of charges incurred in the Visa Card/Check Account.

#### Othe

The Banks do not take a security interest in any of the assets in your Securities Account or Bank Deposit Accounts in connection with their respective functions performed for the Merrill Lynch Self-Directed Investing CMA Service.

THE BANK DEPOSIT ACCOUNTS CONSTITUTE ONLY ONE COMPONENT OF OUR MERRILL LYNCH SELF-DIRECTED INVESTING CMA SERVICE. YOU ARE ADVISED TO READ THE BANK DEPOSIT ACCOUNT FACT SHEET.

# Merrill Lynch Visa® Cards and Checks

#### **General Information**

Upon request, clients are issued checks and, if eligible, a Visa Card or Cards. The Visa Card may be used to make purchases of merchandise or services at Visa participating establishments or to obtain cash advances (which may be limited by a depository institution to \$5,000 per account per day) from any Visa participating depository institution or branches.

The Visa cards are issued to you by and checks are drawn on Bank of America, N.A (BANA), or such other bank as selected from time to time by Merrill Lynch. Check transactions are process through an account established by Merrill Lynch with BANA.

If you have elected the Automatic Income Service, dividends and interest credited to your Securities Account pending distribution will not be deposited automatically in your Bank Deposit Accounts and will not be included in your Purchasing Power. The amounts pending distribution will, however, be included in the column titled "Cash and Deposits with FIA" in the "Daily Account Activity" section of your Monthly Statement.

Purchases made or cash advances obtained with the Visa Card are debited against your Securities Account, as described below.

#### **Purchasing Power**

The amount available for Visa purchases, cash advances, checks, pre-authorized debits and Funds Transfer Service transfers is your Purchasing Power. Your Purchasing Power equals the total of (1) any available free credit balances in the Securities Account, (2) the available balances in the Bank Deposit Accounts and (3) if the Securities Account is authorized for margin, the available loan value of eligible securities in the Securities Account.

The loan value of eligible securities is subject to regulatory requirements and our margin lending policies then in effect. Because your Purchasing Power is dependent on securities prices as well as on changes in the debit balance in the Securities Account and Visa Account usage, it fluctuates from day to day.

Your Purchasing Power is instantaneously reduced at the time the Issuer is notified of the use of the Visa Card, not at the time the applicable sales draft or cash advance is paid. However, balances in the Bank Deposit Accounts are not withdrawn until the monthly payment is made to Bank of America, N.A. (BANA) for card purchases.

Securities transactions in the Securities Account reduce your Purchasing Power on the trade date, not on the settlement date, of such transactions. However, funds deposited in the Bank Deposit Accounts are not withdrawn until the settlement date of securities purchase transactions.

Next-day transfers initiated through the Funds Transfer Service reduce your Purchasing Power at the time of the request, provided sufficient funds are available in your Securities Account. Each occurrence of a future or recurring transfer is compared with and reduces your Purchasing Power after the close of business two (2) business days prior to the transfer effective date, provided sufficient funds are available in your Securities Account.

Cash deposited at any Bank of America Automated Teller Machine (ATM) will be immediately reflected in your purchasing power. Your Purchasing Power may not be increased to reflect the proceeds of checks credited to your account for up to 15 days following their receipt and, except as otherwise required by applicable law, for up to six (6) days following the receipt of funds credited electronically to your account. During this time period, the deposits to the Bank Deposit Accounts will not be delayed. All checks received by us via a Bank of America ATM or otherwise must be in U.S. funds and drawn on a U.S. bank or other financial institution, and are subject to final collection.

# **Exceeding your purchasing power**

If you exceed your purchasing power in your Merrill Lynch Self-Directed Investing CMA Account, you will be in default, which may result in, among other things, termination of your subscription to the Merrill Lynch Self-Directed Investing CMA service.

If a transaction in either your Merrill Lynch Self-Directed Investing CMA Account causes you to be in default, Bank of America, N.A. (BANA) may, but is not obligated to, accept the transaction amount exceeding your purchasing power as an overdraft and make unsecured advances of fund on your behalf. If BANA does so, you will be notified and you agree to pay immediately the amount of the overdraft together with any applicable finance charges. BANA overdraft loans incur finance charges on the average daily balances at an annual rate specified below under Finance Charges.

#### ATM Transactions

In order to access an ATM using your Visa card, you will need a personal identification number or PIN. Upon receipt of your card, you will need to call Merrill Lynch to obtain a PIN. You should safeguard your PIN: do not write it on your card or keep it in any place where it may be found with your card. Once a PIN is established, you will have the ability to change the PIN at any Bank of America ATM.

Cash Withdrawals: You may withdraw up to \$2,500 a day with your Visa card. Please note, some ATM operators may have different limits on withdrawals. In addition, cash advances may be limited by banks to \$5,000 per account per day.

There are no fixed limits on your Visa card transactions. You are only limited by your purchasing power or spending limit (see Purchasing power, page 2)

Deposits: You may deposit checks and cash at any deposit taking Bank of America ATM. Checks may also be deposited at any Merrill Lynch branch office; but cash can **only** be deposited at a Bank of America ATM – it cannot be accepted at any Merrill Lynch branch office.

Purchasing Power (Available Balance) Inquiry: You may view your account's purchasing power at any Bank of America ATM by choosing to check your "Available Balance" on the ATM screen. Your purchasing power will be reflected at the ATM as follows:

- Cash/Money Accounts: this is your total cash balance plus your total money fund account balance(s) added together.
- Available Margin: this is the amount of credit available on margin if your account is a margin account.
- Pending Items: these are account transactions that may have occurred during any given day, but have not settled yet (including, but not limited to: deferred debit Visa charges, a request to transfer funds, the sale/purchase of securities). This value represents the net of all pending debits and/or credits to your account.
- Total Available Funds:\*this is the total amount of funds available to you at the time of your ATM balance inquiry.
- \* Total Available Funds is not your account value; it's the amount available for purchases and/or transactions in your account at a particular point in time.

Certain accounts may not yet have the ability to perform all ATM Transactions as described in this section. Please contact Merrill Lynch Self-Directed Investing at (877) 653-4328 if you have any questions.

#### **Payments**

We will be notified daily of any charges presented against the Visa Card/Check Account, whether by use of the Visa Card, checks or other means. We will make payment on your behalf to BANA from your Securities Account on a monthly basis. We will make payments for such charges in the following order of priority: first, from available free credit balances, if any, held in the Securities Account; second, from the proceeds of withdrawals from the available balances in the Bank Deposit Accounts; and third, should these sources prove insufficient and if the Securities Account is authorized for margin, from loans to you within the available loan value of the eligible securities in the Securities Account.

CMA Access Visa and Signature Card purchases of goods or services at participating merchants will be posted to your Visa Account and paid for by automatic debit (unless other approved arrangements for payment are made) of your Securities Account on the fourth Wednesday of each month. If you expect your Visa Card purchases to exceed \$100,000 in any monthly cycle, you must execute a Statement of Purpose form (Federal Reserve Form FR U-1) for BANA. If you do not do so and your Visa Card purchases exceed \$100,000 during any given monthly cycle, the entire amount of your outstanding Visa Card purchases will be debited immediately from your Securities Account. In addition, any subsequent charges not exceeding \$100,000 posted to your Visa Account during the same monthly cycle will be debited to your account on the fourth Wednesday of the month.

Payment for purchases will be made in the same order of priority (as described above) as other payments are made. Cash advances obtained at participating financial institutions or at ATMs will be debited from the Securities Account on the date that notice of the transaction is received by us.

If your participation in the CMA Access Visa or Visa Signature Card Programs is terminated for any reason and your Securities Account is closed, you must cease using your Visa Card(s) and checks. All items posted to your Visa Account will be paid for by automatic debit of your Securities Account on the next business day. Any items presented for payment will no longer be delayed but will be paid automatically from your Securities Account upon receipt by us.

If your participation in the CMA Access Visa or Visa Signature Card Programs is terminated for any reason and you continue to maintain a Securities Account, then all pending delayed items will be debited from your account on the next business day. In addition, new purchases made with the Visa Card and/or presented for payment will no longer be delayed.

#### Visa Card Use

When the Visa Card is used to make a purchase or obtain a cash advance in a foreign currency, the amount charged to your account depends in part on the conversion rate used by the Visa system in effect when the transaction is processed. The conversion rate also depends on the foreign currency involved and will be either a government-mandated rate or a wholesale rate determined by Visa. A fee equal to 2% of the amount of the transaction will also be added by Visa to the amount charged to your account, a portion of which is payable to us. This method of currency conversion is subject to change by Visa or us without notice. The applicable conversion rate may vary from that in effect when the transaction is made.

#### Checkwriting

Checks should be written in U.S. dollars only.

You may not use CMA checks to:

- Purchase securities;
- Purchase shares of the money funds;
- Make deposits through the bank deposit program;
- Make payments on outstanding loans from, or overdraft advances extended by BANA

You can view, download or print copies of your cancelled checks through our website, or you can request copies by calling Merrill Lynch Self-Directed Investing at (877) 653-4328. Original checks will not be returned to you, although you can obtain an original check by calling Merrill Lynch Self-Directed Investing at (877) 653-4328.

The bank through which your checks are processed and Merrill Lynch reserve the right to pay post-dated checks, although it and we are not obligated to do so. The bank and we also reserve the right not to pay checks that it or we determine, in our sole discretion, are incomplete or improperly completed. Any checks that exceed your purchasing power or spending limit may also not be honored.

You may request a stop payment on a check. To stop payment, call Merrill Lynch Self-Directed Investing at (877) 653-4328 and provide details of the check, including the number, date, payee and exact amount. There may be a fee for this service (see Miscellaneous fees on page 4).

If you provide information that is incorrect or untimely, or you do not comply promptly with a request for other reasonable information, neither Merrill Lynch nor the bank through which checks are processed will be responsible if payment cannot be stopped. If, for any reason, Merrill Lynch fails to stop payment on a check, we may without liability delay re-crediting your account while we determine the rights of parties involved. In addition, neither Merrill Lynch nor the bank processing your checks will be liable if, through inadvertent payment contrary to a request to stop payment, other items are returned unpaid.

# **Billing Rights and Overdrafts**

YOUR BILLING RIGHTS

KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

# Notify us in case of errors or questions

If you think any transactions on your account statement or a BANA overdraft notice is wrong, or if you need more information about a transaction, you should write to Bank of America, N.A. (BANA) as soon as possible at:

Bank of America, N.A. Attn: Client Correspondence P.O. Box 1521 Pennington, N.J. 08534-0682

In your letter, provide the following information:

- Your name, address and account number,
- The dollar amount of the suspected error,
- A description of the item in question; and
- Why you believe this is an error.

BANA must hear from you no later than sixty (60) days after we send you the first account statement or overdraft notice on which the error or problem appeared. You may also call us at (800) 637-7455, but doing so will not preserve your rights.

Your rights and our responsibility after we receive your written notice

BANA must acknowledge your letter within thirty (30) days unless it has corrected the error by then. Within ninety (90) days, it must either correct the error or explain why it believes the statement or overdraft notice was correct.

After BANA receives your letter, it cannot try to collect an amount you question or report you as delinquent. It can continue to bill you for the amount, including finance charges,

and can apply any unpaid amount against your purchasing power. You do not have to pay any questioned amount while BANA is investigating, but you are still obligated to pay any amount that is not in question.

If it is found that a mistake was made on your overdraft notice, you will not have to pay any related finance charges. If the bank finds that a mistake was not made on your statement or overdraft notice, you will have to pay the questioned amount, including any overdraft finance charges. The Bank will notify you through us in writing of the amount and due date for payment.

If you fail to pay the amount that Bank of America, N.A. thinks that you owe, it may report you as delinquent. However, if Bank of America, N.A.'s explanation does not satisfy you and you write to it within ten days telling it that you still refuse to pay, it must tell anyone it reports you to that you have a question about your monthly transaction statement or overdraft notice. And, it must tell you the name of anyone it reported you to.

Bank of America, N.A. must tell anyone it reports you to that the matter has been settled with you when it finally is.

If the bank does not follow these rules, it cannot collect the first \$50 of the questioned amount, even if your overdraft notice is correct.

# **Charges**

#### General

A nonrefundable annual fee, currently \$95, will be charged if you participate in the Visa Signature Card Program.

# **Charges for Optional Service**

Additional fees may be charged in connection with certain of the Optional Services. There are only two current charges:

- If you participate in the CMA Access Visa or Visa Signature Card Programs, there is no Merrill Lynch transaction fee at Bank of America ATMs. If you use a non-Bank of America ATM, the first fifty-two (52) ATM transactions a year are free; a fee of \$1 per transaction applies thereafter. (Please note, Merrill Lynch Self-Directed Investing Visa access cardholders are not eligible to receive the first fifty-two (52) transactions free.) Some ATM Owners/Operator may charge a fee for use of their machines.
- Per-transaction fees for completed Visa cash-advance transactions. Cash
  advances are transactions performed with tellers at Visa member banks and
  other participating Visa financial institutions. The fee is 25 basis points or 0.25%
  on the total dollar amount, with a minimum charge of \$2.50. International cash
  advances on domestic accounts will not be charged.

# Miscellaneous Fees

The following fees are also applicable:

- \$25 for each stop payment order.
- \$30 for each returned check or pre-authorized debit because you have exceeded your Purchasing Power as described above.
- \$3 per check for providing you with originals or copies of checks that have been processed.
- \$20 per check for any checks received in an account that are returned unpaid by the bank upon which they were drawn.
- \$30 for each domestic wire transfer requested.
- \$40 for each international wire transfer requested.

Currently, no per-check processing charges are imposed on checks. In addition, no charges are imposed for the printing of wallet-style checks. There is, however, a fee for the printing of checks other than wallet-style. A charge may be imposed for each transfer requested through the Funds Transfer Service that cannot be completed because the attempted transfer of funds from your accounts at other institutions is rejected by such institution due to insufficient or uncollected funds in the account. Also, in connection with the Visa Card, our affiliates may receive fees from sources other than Merrill Lynch Self-Directed Investing clients.

Merrill Lynch charges a short-term redemption fee on each redemption of no-load mutual funds purchased through Merrill Lynch Self-Directed Investing and held for

180 days or less. The fee is 0.75% of gross proceeds, subject to a \$50 minimum and a \$250 maximum, and is distinct from, and in addition to, any redemption fee paid by the fund. Fund shares may be redeemed directly with the fund without payment of the Merrill Lynch short-term redemption fee.

An account transfer fee of \$95 per account will be assessed when you transfer your account to another firm. Retirement accounts will be assessed a \$75 account transfer fee. We may collect this fee from cash or other assets in your account.

Merrill Lynch and the Bank reserve the right to change the annual fees, as well as any other fees or charges, or to implement additional fees or charges at any time, subject to applicable law. We also reserve the right to charge a fee for providing duplicate copies of the Merrill Lynch Monthly Statement (as defined below).

For more information on fees, please refer to Self-Directed Commission Schedule and Miscellaneous Fees.

#### **Finance Charges**

The Bank of America, N.A. Overdrafts Daily Periodic Rate is 0.049315% (18% Annual Percentage Rate).

# **Account Information**

#### Confirmations

It is your responsibility to review upon first receipt, whether delivered to you in the mail, by electronic mail or other electronic means, all confirmations of transactions. Transactions shall be binding upon you, if you do not object either in writing or via electronic mail, within 10 (ten) days after the confirmation is first received by you. In all cases, we reserve the right to determine the validity of your objections to the transaction.

#### **Account Statements**

During the first week of each month, you will receive electronically one or more monthly transaction statements (the Merrill Lynch Monthly Statement) from us detailing all transactions in your Securities Account(s) during the preceding month. It is your responsibility to review upon first receipt, whether delivered electronically or in hard copy, all Merrill Lynch Monthly Statements. The information contained in your Merrill Lynch Monthly Statements shall be binding upon you, if you do not object either in writing or via electronic mail, within ten (10) days after the Merrill Lynch Monthly Statement is first received by you. In all cases, we reserve the right to determine the validity of your objection to the information contained in the Merrill Lynch Monthly Statement.

#### **Monthly Statement**

The Merrill Lynch Monthly Statement will describe, among other things: (a) securities bought, sold and held in the Securities Account, whether on credit or on a fully paid basis; (b) other types of transactions occurring in any Securities Account, including credit interest charges, if any; (c) transactions in your Bank Deposit Accounts; (d) interest on Bank Deposit Account balances; (e) purchases of merchandise or services made with the Visa Card; (f) checks drawn against the Securities Account; (g) pre-authorized electronic transfers; (h) Funds Transfer Service transfers; (i) cash advances; and (j) bill payments made with the Merrill Lynch Electronic Web Bill Pay Service.

# **Notices and Other Communications**

Notices and other communications, including, but not limited to, margin and maintenance calls, delivered or mailed to the mailing address or to the electronic-mail address provided by you shall, until we have received notice in writing of any different address, be deemed to have been personally delivered to you whether actually received or not. Notices and other communications may also be provided to you orally. Such notices and other communications left for you on your answering machine, or otherwise, shall be deemed to have been delivered to you whether actually received or not.

# By Telephone

You may obtain information about your Securities Account electronically or by speaking with a representative by calling Merrill Lynch Self-Directed Investing at (877) 653-4328. If you wish to have information about your Securities Account accessible through this toll-free number only with the use of a telephone security code, contact Merrill Lynch Self-Directed Investing at (877) 653-4328 to obtain a telephone security code.

# **Optional Services**

#### **Funds Transfer Service**

Eligible clients may elect to enroll in the Funds Transfer Service (FTS). If you do so, you may initiate the transfer of funds between your Securities Account and your accounts at other financial institutions and other central asset accounts at Merrill Lynch that you enroll in the FTS Service. Transfers made through FTS are referred to as FTS transfers. You will select a special password (your FTS Password) that you will use to initiate FTS transfers. You should guard the secrecy of your FTS Password, treating it with the same care as your other important financial documents. FTS transfers may be made by calling Merrill Lynch Self-Directed Investing at (877) 653-4328 or by using our online service to initiate transfers to be effective as soon as the next business day. In addition, you may authorize us in advance to initiate one or more FTS transfers on a recurring basis.

In the event that erroneous FTS transfers are made, we are authorized to initiate debit or credit transfers to correct such erroneous transfers, provided that any such correction is made in accordance with applicable laws, rules or regulations. FTS transfers from your Securities Account will be made in the same order of priority (as described above) as Visa Account transactions and will not be completed if the transfer would exceed your Purchasing Power. FTS transfers to your Securities Account will, subject to applicable law, not increase your Purchasing Power in your Securities Account for up to six (6) business days after receipt of such funds.

See the Merrill Lynch Funds Transfer Service brochure for further information.

#### **Inter-Company Transfer of Funds**

If you have both a Bank of America checking or savings account and a Merrill Lynch brokerage account; you may be able to transfer funds between these accounts using BankofAmerica.com or the Merrill Lynch Self-Directed Investing website. In order to transfer funds, you online profiles must be linked. To link your online profiles, log onto either BankofAmerica.com or the Merrill Lynch Self-Directed Investing website and follow the instructions to link your accounts. If you have any questions, please contact Merrill Lynch Self-Directed Investing at (877) 653-4328 or Bank of America at 1-800-637-7455.

#### Merrill Lynch Electronic Web Bill Pay Service

You may elect to enroll in the Merrill Lynch Web Bill Pay Service provided the Securities Account has check-writing privileges. The service allows you to make bill payments to third parties from your Securities Account by entering instructions online. Bill payments are debited to your Securities Account either electronically or by drafts that clear like checks.

All bill payments that have cleared each month will be reported on your Merrill Lynch Monthly Statement in the Checks section.

In the event that erroneous bill payments are made, we are authorized to initiate debit or credit transfers to your Securities Account to correct such erroneous transfers, subject to applicable laws, rules or regulations. Bill payments may not be cleared if the payment would exceed your Purchasing Power. BANA may, but is not obligated to, accept any bill payment or portion thereof that would exceed your Purchasing Power as an overdraft, subject to the terms and conditions of the Merrill Lynch Self-Directed Investing CMA Account Agreement. See the Merrill Lynch Web Bill Pay Service brochure for further information.

# Reinvestment Power<sup>sM</sup> Program

You may elect to enroll in the Reinvestment Power<sup>SM</sup> program. The service allows you to invest automatically the periodic dividends you receive on all New York Stock Exchange, American Stock Exchange and NASDAQ stock market-listed stocks, as well as many mutual funds, into more shares of the same stock or fund without commission charges.

# Account Linking to a Bank of America Debit Card

(This option is not available to debit cardholders in Washington and Idaho)

Certain Merrill Lynch brokerage accounts can be linked to a Bank of America debit card. Linking your brokerage account to your Bank of America debit card allows you to access your brokerage account at any Bank of America ATM. If you choose to link your brokerage account to your Bank of America debit card and you also have a Merrill Lynch-branded deferred debit Visa card for your brokerage account, both cards will remain active with their respective PINs; however, your Merrill Lynch card will not be able to access your Bank of America deposit accounts. Please note though that any limitations applicable to the card being used (such as daily cash withdrawal limits) will apply when that card is used – regardless of the account being accessed. Linking of a brokerage account to a Bank of America debit card will allow you to transfer funds between your brokerage

accounts at Merrill Lynch and your deposit accounts at Bank of America when using your Bank of America debit card. Point of sale transactions with your Merrill Lynch deferred debit card will continue to clear against your brokerage account and point of sale transactions with your Bank of America debit card will continue to clear against your primary bank account linked to that card.

# **Merrill Lynch Self-Directed Investing Service Termination**

The Affiliated Banks, we or you may terminate or suspend the Merrill Lynch Self-Directed Investing CMA Service and close your account(s) at any time and for any reason. You agree that you will remain responsible for authorized charges and any debit balances that arise before or after termination. Merrill Lynch may redeem all money market fund shares and withdraw all funds from bank deposit accounts.

Merrill Lynch requires that you provide transfer instructions to transfer your account to another financial institution or liquidation instructions within thirty (30) days of receiving written notification from Merrill Lynch or the Affiliated Banks informing you that we are terminating your account. If such instructions are not submitted by you within thirty (30) days, cash, money market mutual funds and bank deposits with be liquidated or withdrawn and the proceeds will be sent to you in the form of a check, equity and fixed income securities eligible for certificate delivery will be issued to you in that form, and equity and fixed income securities ineligible for certificate delivery will be liquidated. Any non-transferable securities, including but not limited to mutual fund positions and option contracts, will be liquidated at current market prices. Sale proceeds will also be issued to you in the form of a check. Liquidation of any security will likely be a taxable event and may incur fees, including mutual fund contingent deferred sales charges, or other applicable liquidation fees. Merrill Lynch recommends that you consult a tax advisor to determine what result, if any, liquidation may have on your tax situation.

You agree to promptly return all Visa cards and unused checks to us and discontinue use of any other means of access to your account. Failure to do so may result in a delay in complying with your instructions as to the disposition of your assets.

#### **Group Plans and Special Accounts**

We have modified the conditions of the Merrill Lynch Self-Directed Investing CMA Service for certain group plans and different categories of customers, typically by providing for a cash securities account instead of a margin account, by depositing available free credit balances in the Bank Deposit Accounts on a daily rather than weekly basis or by providing for limited use of the Card/Check Account. In the case of group or special accounts, the \$2,000 minimum may be waived. We may charge such customers different fees from those charged to Merrill Lynch Self-Directed Investing clients or we may waive fees. It is anticipated that we will continue to establish modified versions of the Merrill Lynch Self-Directed Investing CMA Service.

#### **Supplemental Information**

The Visa Card and checking features are intended to provide clients with easy access to the assets in their accounts, but a Merrill Lynch Self-Directed Investing Account is not a bank account.

Merrill Lynch, Pierce, Fenner & Smith Incorporated is not a bank and is a separate entity from its FDIC-insured affiliates, FIA Card Services, Inc. and Bank of America, N.A. or other depository institutions. Except where indicated, securities sold, offered or recommended by us are not insured by the Federal Deposit Insurance Corporation and are not obligations of, or endorsed or guaranteed in any way, by any bank. Merrill Lynch is solely responsible for its own contractual obligations and commitments.

# **Bank Deposit Account Fact Sheet**

This section describes the manner in which deposits of customers ("you," "your" and "yours") of the Merrill Lynch Self-Directed Investing Cash Management Account financial service ("Merrill Lynch Self-Directed Investing CMA Service") will be placed at FIA Card Services, Inc. ("FIA") by Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch") and accessed through checks or Visa° cards. You should read this section in connection with those sections of the Merrill Lynch Self-Directed Investing Cash Management Account Agreement and Program Description.

#### Introduction

If you subscribe to the Merrill Lynch Self-Directed Investing CMA Service, Merrill Lynch will establish two accounts on your behalf at its affiliated bank, FIA: (1) a bank transaction account (BTA); and (2) a money market deposit account (MMDA). These two accounts are referred to collectively as the Bank Deposit Accounts with FIA.

# Eligibility

The Merrill Lynch Self-Directed Investing CMA Service is available only to individuals. Corporations and other entities, such as limited liability companies or partnerships, are not eligible. A trust may be eligible if all the beneficiaries of the trust are individuals (natural persons).

# **Deposit Insurance**

Deposits in the BTA and MMDA are insured by the Federal Deposit Insurance Corporation (FDIC) up to a maximum aggregate amount of \$100,000 (including principal and interest) because the accounts are maintained at a single bank, FIA, in the same form of legal ownership. You may have a balance in excess of \$100,000 in these accounts. Any amounts, including interest, in excess of \$100,000 are not covered by FDIC insurance. The insurance protection available for these accounts would be reduced by any other accounts or deposits, including CDs, you maintain in the same form of legal ownership with FIA, either directly or through the Merrill Lynch Self-Directed Investing CMA Service and any other account at Merrill Lynch.

For more information on FDIC insurance, please refer to the section titled "Additional Information about Federal Deposit Insurance." Please note that funds placed through the Merrill Lynch Self-Directed Investing CMA Service may not be held in some types of legal ownership described in that section.

# How the Merrill Lynch Self-Directed Investing CMA Service Works

When you subscribe to the Merrill Lynch Self-Directed Investing CMA Service, you open a Securities Account ("Securities Account") with Merrill Lynch. Free credit balances in your Securities Account are remitted for deposit by Merrill Lynch, acting as your agent, into FIA. Available free credit balances of \$2,500 or more will be deposited automatically into your MMDA on the next business day following receipt. ("Business day" excludes Saturdays, Sundays and legal holidays). Available free credit balances of \$1 or more, but less than \$2,500, will be automatically deposited on the first business day of each week. All such deposits will be made only in whole dollar amounts. As described on the next page, under certain circumstances, free credit balances may be deposited in your BTA.

#### Transfers and Withdrawals

Automatic withdrawals will be made from your BTA as necessary to satisfy debit balances in your Securities Account. Funds in the MMDA will be transferred to the BTA to pay your debit balances in amounts required to pay those charges, plus a "cushion" to be determined from time to time by Merrill Lynch. Transfers from the MMDA are limited to six (6) transfers during a monthly statement cycle. Upon the sixth transfer from the MMDA during a monthly statement cycle, the entire balance of the MMDA (less \$1) will be transferred to the BTA for the remainder of the month. For the remainder of the month, free credit balances in your Securities Account will be deposited in the BTA. At the beginning of the next month, all funds in the BTA (less \$1) will be transferred to the MMDA and, subject to the six (6) transfers limit, funds will be transferred to the BTA as needed. As required by federal regulations, FIA reserves the right to require seven (7) days prior notice before permitting a transfer out of the BTA and MMDA.

FIA has not exercised this right in the past and has indicated that it presently has no intention of doing so.

The BTA and MMDA are not transferable.

#### Interest

Balances in the BTA and MMDA will earn the same interest rate and rate of return. The interest rate may change daily. Interest rates will be established by FIA based on business and economic conditions.

To learn the current or new rates, call Merrill Lynch Self-Directed Investing at (877) 653-4328. The rate of return paid with respect to the accounts may be higher or lower than the rate of return available to direct depositors of FIA for comparable accounts. Of course, you should compare the terms, rate of return, required minimum amounts, charges and other features of the Bank Deposit Accounts with other accounts and alternative investments before deciding to enroll in the Merrill Lynch Self-Directed Investing CMA Service.

Interest will accrue on account balances from the day they are deposited to FIA to (but not including) the date of withdrawal, and will be compounded daily and credited monthly. FIA uses the daily balance method to calculate interest on the accounts. This method applies the applicable rate to the principal in the accounts each day.

#### **Customer Statements**

All account activity will be confirmed and appear in chronological sequence on the Merrill Lynch Self-Directed Investing CMA Service account statement. The statement will show the total of your opening and closing balances. The statement will also show the interest rate and interest amount earned for the period.

#### Relationship with Merrill Lynch

Merrill Lynch is acting as agent and messenger for its Merrill Lynch Self-Directed Investing CMA Service customers for the Bank Deposit Accounts in connection with this service. The separate accounts established by Merrill Lynch on behalf of these customers will be evidenced by a book entry on the account records of FIA. No evidence of ownership, such as a passbook or certificate, will be issued to the Merrill Lynch Self-Directed Investing CMA Service customers, nor will FIA be given the names of the Merrill Lynch Self-Directed Investing CMA Service customers.

Checks clear through the Visa Card/Check account component of your Merrill Lynch Service and are not drawn directly against the accounts established for you at FIA.

As a central asset account, the Merrill Lynch Self-Directed Investing CMA Service is an investment and money management vehicle. The Visa card and checking features are intended to provide clients with easy access to the assets in their Securities Accounts. The Merrill Lynch Self-Directed Investing CMA Service is not a bank account. Checks are provided to you by Merrill Lynch through the Merrill Lynch Self-Directed Investing CMA Service and not by FIA. In addition, all transactions are effected through Merrill Lynch, as agent, and not directly between a customer and FIA. Deposits with FIA are obligations of FIA only and are not guaranteed by or obligations of Merrill Lynch & Co., Inc. or any other subsidiary of Merrill Lynch & Co., Inc.

Merrill Lynch may, in its sole discretion and without notice, terminate your use of the Merrill Lynch Self-Directed Investing CMA Service. FIA may also terminate, in its sole discretion and without notice, your Bank Deposit Accounts. If Merrill Lynch does not wish to continue to act as your agent with respect to your Bank Deposit Accounts, you may deal directly with FIA, subject to its rules with respect to maintaining the Bank Deposit Accounts.

Similarly, if you decide that you no longer wish to have Merrill Lynch act as your agent and messenger with respect to the Bank Deposit Accounts, you may establish a direct relationship with FIA, subject to its rules with respect to maintaining such accounts, by requesting to have the accounts established in your name. This will result in a severing of the Bank Deposit Accounts from the Merrill Lynch Self-Directed Investing CMA Service.

Merrill Lynch will receive a fee directly from FIA of no more than 2% annually of the average daily deposit balances held by FIA. The amount of the fee may vary from time to time. Other than the fees for the Merrill Lynch Self-Directed Investing CMA Service fee and its components, there will be no charge, fee or commission imposed with respect to your Bank Deposit Accounts.

As stated in the Program Description for the Merrill Lynch Self-Directed Investing CMA Service, Merrill Lynch may delay payment from your BTA when funds placed in an account on your behalf had, as their original source, a check, draft or similar instrument given to Merrill Lynch.

#### **Obtaining Information about Your Accounts**

You may obtain information about your accounts with FIA, including balances, checking activity and the current interest rates, by calling Merrill Lynch Self-Directed Investing at (877) 653-4328.

# ADDITIONAL INFORMATION ON FEDERAL DEPOSIT INSURANCE Deposit Insurance

Your deposits at FIA in the Merrill Lynch Self-Directed Investing CMA Service are protected by federal deposit insurance to a maximum amount of \$100,000 (including principal and interest) for all deposits held in the same capacity. In the event FIA fails, deposits are insured up to the \$100,000 limit for principal and interest, accrued to the date of the FIA's closure.

Please note that any accounts or deposits (such as certificates of deposits, which are referred to herein as "CDs") you may maintain directly with FIA or through any other intermediary in the same capacity as you maintain your deposits in the Merrill Lynch Self-Directed Investing CMA Service would be aggregated with your Merrill Lynch Self-Directed Investing CMA Service deposits for purposes of the \$100,000 limit. You are responsible for monitoring the total amount of such deposits in order for you to determine the extent of insurance coverage available to you on your deposits, including any CDs. Merrill Lynch is not responsible for any insured or uninsured portion of the CDs or any other deposits.

Please note that if your deposits at FIA are assumed by another depository institution pursuant to a merger or consolidation, such deposits will continue to be separately insured from the deposits that you might have established with the acquiror until the expiration of a six (6) month period from the date of the acquisition. Thereafter, any assumed deposits will be aggregated with your existing deposits with the acquiror held in the same capacity for purposes of federal deposit insurance. Any deposit opened at the acquired institution after the acquisition will be aggregated with deposits established with the acquiror for purposes of federal deposit insurance.

The application of the \$100,000 federal deposit insurance limitation is illustrated by several common situations discussed below.

# **Individual Customer Accounts**

Funds owned by an individual and held in an account in the name of an agent or nominee of such individual are not treated as owned by the agent or nominee but are added to other deposits of such individual held in the same legal ownership category and are insured up to \$100,000 in the aggregate.

#### **Custodial Accounts**

Funds in accounts held by a custodian (for example, under the Uniform Gifts to Minors Act) are not treated as owned by the custodian, but are added to other deposits of the minor or other beneficiary held in the same legal ownership category and are insured up to \$100,000 in the aggregate.

# Joint Accounts

An individual's interest in funds in all accounts held under any form of joint ownership valid under applicable state law may be insured up to \$100,000 in the aggregate, separately and in addition to the \$100,000 allowed on other deposits individually owned by any of the co-owners of such accounts (herein referred to as a "Joint Account"). For example, a Joint Account owned by two persons would be eligible for insurance coverage of up to \$200,000 (\$100,000 for each person), subject to aggregation with each owner's interests in other Joint Accounts at the same depository institution. Joint Accounts will be insured separately from individually owned accounts, only if each of the co-owners is an individual person, has signed an account agreement with Merrill Lynch and has a right of withdrawal on the same basis as the other co-owners.

#### **Revocable Trust Accounts**

Funds in an account for a revocable trust (as determined under applicable state and/ or local law) will be aggregated for deposit insurance purposes with any other single ownership funds of the grantor of the trust on deposit at the depository institution and will be insured up to a maximum of \$100,000. A revocable trust will be insured up to \$100,000 as to each named beneficiary, separately from any other accounts of the grantor, provided that: (1) the trust document and the deposit account records

evidence an intention that upon the death of the grantor, the funds will belong to the named beneficiaries; (2) each named beneficiary is the grantor's spouse, or one or more of the grantor's children, grandchildren, parents, brothers or sisters; and (3) the beneficiaries of the revocable trust are specifically named in the deposit account records of the insured depository institution. The same treatment also applies to living trust accounts if the interest of each named beneficiary is not contingent on the death of another trust beneficiary, each named beneficiary is the grantor's spouse, or one or more of the grantor's children, grandchildren, parents, brothers or sisters, and the account title indicates that the account is held by a formal revocable trust. Because Merrill Lynch account records do not specifically name the beneficiaries of a revocable trust, it is necessary for the account title to indicate that the account is held by a formal revocable trust in order for each named beneficiary to qualify for FDIC insurance. A revocable trust account established by a husband and wife that names the husband and wife as sole beneficiaries will be treated as a Joint Account and insured as described above under Joint Accounts. See "Treatment of Accounts Upon Death of Owner."

#### **Irrevocable Trust Accounts**

Funds in an account for an irrevocable trust (as determined under applicable state law) will be insured for up to \$100,000 for the interest of each beneficiary, provided that the beneficiary's interest in the account is non-contingent (i.e., capable of determination without evaluation of contingencies). The deposit insurance of each beneficiary's interest is separate from the coverage provided for other accounts maintained by the beneficiary, the grantor, the trustee or other beneficiaries. The interests of a beneficiary in all irrevocable trust accounts at an insured depository institution created by the same grantor will be aggregated and insured up to \$100,000. See "Treatment of Accounts Upon Death of Owner."

#### Treatment of Accounts Upon Death of Owner

Under certain circumstances, if you become the owner of deposits at a depository institution because another depositor dies, beginning six (6) months after the death of the depositor, the FDIC will aggregate those deposits for purposes of the \$100,000 limit with any other deposits that you own in the same capacity at the depository institution. Examples of accounts that may be subject to this FDIC policy include joint accounts, "payable on death" accounts and certain trust accounts. The FDIC provides the six (6) month grace period to permit you to restructure your deposits to obtain the maximum amount of deposit insurance for which you are eligible.

#### **Retirement Plans and Accounts**

Generally, you may have interests in various retirement plans and accounts that are holding deposits. The amount of deposit insurance you will be entitled to will vary depending on the type of plan or account, and on whether deposits held by the plan or account will be considered separately or aggregated with the deposits in the same depository institution held by other plans or accounts. It is therefore important to understand the type of plan or account holding the deposits. The following sections titled "Individual Retirement Accounts," "Pass-Through Deposit Insurance for Employee Benefit Plan Deposits" and "Aggregation of Retirement Plan and Account Deposits" generally discuss the rules that apply to deposits of retirement plans and accounts.

# **Individual Retirement Accounts**

Deposits held in an individual retirement account (an IRA) are insured up to \$100,000 per depository institution. However, deposits in one institution held in an IRA are aggregated with deposits in the same depository institution held by certain employee benefit plans in which the owner of the IRA has an interest (see "Aggregation of Retirement Plan and Account Deposits"). Thus, the owner of an IRA will be entitled only to insurance of \$100,000 for deposits of the same depository institution held in plans and accounts that are subject to aggregation.

# Pass-Through Deposit Insurance for Employee Benefit Plan Deposits

Subject to the limitations discussed below, under FDIC regulations, an individual's non-contingent interest of up to \$100,000 in the deposits of one depository institution held by many types of plans is eligible for insurance on a "pass-through" basis. This means that, instead of an employee benefit plan's deposits at one depository institution being entitled to only \$100,000 of insurance in total per institution, each participant in the employee benefit plan is entitled to insurance of his or her interest in the employee benefit plan's deposits of up to \$100,000 per institution (subject to the aggregation of the participant's interests in different plans). The pass-through insurance provided to an individual as an employee benefit plan participant is in addition to the \$100,000 per depository institution allowed on other deposits held by the individual in the issuing depository institution.

A deposit held by an employee benefit plan that is eligible for pass-through insurance is not insured for an amount equal to the number of plan participants multiplied by \$100,000. For example, an employee benefit plan owns \$200,000 in deposits at one institution. The employee benefit plan has two participants, one with a vested non-contingent interest of \$170,000 and one with a vested non-contingent interest of \$30,000. In this case, the employee benefit plan's deposit would be insured up to only \$130,000; the individual with the \$170,000 interest would be insured up to the \$100,000 limit and the individual with the \$30,000 interest would be insured up to the full value of such interest.

The contingent interests of employees in an employee benefit plan and over-funded amounts attributed to any employee benefit plan are not insured on a pass-through basis. Any interests of an employee in an employee benefit plan deposit which are not capable of evaluation in accordance with FDIC rules (i.e., contingent interests) will be aggregated and insured up to \$100,000. Similarly, over-funded amounts are insured, in the aggregate for all participants, up to \$100,000 separately from the insurance provided for any other funds owned by or attributable to the employer or an employee benefit plan participant.

Under federal law, whether an employee benefit plan deposit is entitled to pass-through deposit insurance coverage is based, in part, on (1) the type of employee benefit plan involved and (2) the capital status of the insured institution at the time each deposit is made. These factors are discussed in detail below.

# Types of Employee Benefit Plans

The types of plans for which deposits may receive pass-through treatment are employee benefit plans, as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 (ERISA), as amended, including Keogh Plans of owner-employees described in Section 401(d) of the Internal Revenue Code of 1986, as amended, whether or not they are technically employee benefit plans under ERISA (ERISA Plans) and deferred compensation plans for certain employees of state or local governments or tax-exempt organizations (Section 457 Plans). (Collectively, ERISA Plans and Section 457 Plans are referred to herein as "Plans.") An ERISA Plan eligible for pass-through treatment includes a tax-qualified pension, profit-sharing or stock bonus plan, a governmental plan, or a church plan.

# Capital Status of the Depository Institution

Pass-through coverage is not provided if, at the time a Plan deposit is accepted by a depository institution, the institution is not eligible to accept brokered deposits (i.e., deposits placed by an intermediary such as Merrill Lynch) under the applicable provisions of the Federal Deposit Insurance Act (the FDI Act), subject to the limited exception described in the following paragraph. Whether a depository institution may accept brokered deposits depends, in turn, upon the institution's capital level. The federal banking regulators have established categories to reflect an institution's capital level. If a depository institution's capital category is either well-capitalized, or is adequately capitalized and the institution has received the necessary brokered deposits waiver from the FDIC, then the institution may accept brokered deposits. If a depository institution is either adequately capitalized without a waiver from the FDIC or is in a capital category below adequately capitalized, then the institution may not accept brokered deposits.

Pass-through coverage is not provided if, at the time a Plan deposit is accepted by a depository institution, the institution is not eligible to accept brokered deposits (i.e., deposits placed by an intermediary such as Merrill Lynch) under the applicable provisions of the Federal Deposit Insurance Act (the FDI Act), subject to the limited exception described in the following paragraph. Whether a depository institution may accept brokered deposits depends, in turn, upon the institution's capital level. The federal banking regulators have established categories to reflect an institution's capital level. If a depository institution's capital category is either well-capitalized, or is adequately capitalized and the institution has received the necessary brokered deposits waiver from the FDIC, then the institution may accept brokered deposits. If a depository institution is either adequately capitalized without a waiver from the FDIC or is in a capital category below adequately capitalized, then the institution may not accept brokered deposits.

#### Written Statement

FDIC regulations require a depository institution to provide to persons administering or managing a Plan a written statement that includes both the institution's capital category and a representation regarding the availability of pass-through deposit insurance. Each issuing depository institution is required to provide the written statement to Merrill Lynch on the statement of net deposit/net withdrawal on each date that any deposit is made.

In any instance in which the representations of a depository institution were false at the time a Plan deposit was made and if the depository institution subsequently failed, the FDIC could elect to deny pass-through deposit insurance for the Plan deposits.

If the requirements for pass-through deposit insurance are not met, coverage will be limited to \$100,000 per Plan, rather than per Plan participant. If a denial of pass-through treatment would be significant for a Plan, the Plan may wish to limit its deposits in one depository institution to \$100,000.

#### Aggregation of Retirement Plan and Account Deposits

Under FDIC regulations, an individual's interests in Plans maintained by the same employer or employee organization (e.g., a union) which is holding deposits at the same institution will be insured for \$100,000 in the aggregate. In addition, under FDIC regulations, an individual's interest in deposits in one depository institution held by (1) IRAs, (2) Section 457 Plans, (3) self-directed Keogh Plans and (4) self-directed defined contribution plans that are acquired by these plans and accounts on or after December 19, 1993, will be insured for \$100,000 in the aggregate, whether or not maintained by the same employer or employee organization. If you have questions about FDIC insurance coverage, you may obtain information by contacting FDIC, by letter, FDIC, Attn: Deposit Insurance Outreach, 550 17th St., N.W., Washington, DC 20429; by phone , 1-877-ASK-FDIC (1-877-275-3342) or 1-800-925-4618 (hearing impaired); by email, www.fdic.gov/starsmail; or by visiting the FDIC Web site at www.fdic.gov/deposits/insured.

#### Payments under Adverse Circumstances

In the event that federal deposit insurance payments become necessary, the FDIC is required to pay principal plus unpaid and accrued interest to the date of the closing of the relevant depository institution as prescribed by law and applicable regulations. Since there is no specific time period during which the FDIC must make available such insurable payments, you should be prepared for the possibility of an indeterminate delay in obtaining insurable payments. In addition, you may be required to provide certain documentation to the FDIC and to Merrill Lynch before any insurance payouts are released to you. For example, if a deposit account is held by you as trustee for the benefit of trust participants, you may be required to furnish an affidavit to that effect; you may be required to furnish other affidavits and indemnities regarding the payout.

Since deposit insurance coverage is based on a customer's funds on deposit in any one depository institution, coverage can change if two or more institutions where you have funds on deposit merge or consolidate. In this case, deposits you may have with the acquired depository institution continue to be insured separately from deposits you may have with the acquirer for six months from the date that the merger takes effect. After that date, any assumed deposits will be aggregated with your existing deposits with the acquirer held in the same legal ownership category for purposes of federal deposit insurance. Any deposit opened at the acquired institution after the acquisition will be aggregated with deposits established with the acquirer for purposes of federal deposit insurance.

Merrill Lynch does not guarantee in any way the financial condition of any institution at which you may establish accounts. Upon request, you will be provided with the publicly available summary financial information that Merrill Lynch has relating to participating institutions.



Bank of America Corporation

MLPF&S Account #1

# **Trustee Certification Form**

# For the CMA° Account for Trusts and Individual Investor Account for Trusts

MLPF&S Account #2

Please see instructions for completing this form on page 4.

ribed below, the undersigned trustees certify, represent and warrant to Merving information is true and complete:	rill Lynch that the trust is in full force and effect, and that t
1. The trust is governed by the law of the state (or U.S. jurisdiction) of:	
2. Please complete either A or B:	
A. If the trust was created under a will, the decedent's name is:	
B. If the trust was created and funded during the grantor's life:	
(i) The trust agreement is dated:	
(ii) The name(s) of the grantor(s) of the trust is/are:	
Grantor Name	Date of Birth (for identification purposes only)
Gianto Name	/
Grantor Name	Date of Birth (for identification purposes only)
3. The trust is currently (please check as applicable):	
Revocable and amendable Irrevocable	
. The names of all current trustees are:	
. The halles of all current dustees are.	
A	
В	
C	
Please print the name, address, and telephone number of an individual that Merr	ill Lynch may contact in the event a trustee resigns, becomes
incapacitated or dies:	
Name	
Nume	

1 of 4 9914CSPT-0510

MLPF&S Account #3

- 5. The trust or applicable law authorizes the trustees and any authorized agents to make distributions or transfers of trust funds, securities, or other assets by check, debit card, credit card, or other means (including account-to-account transfers) to beneficiaries and others. Merrill Lynch shall have no responsibility to assure the proper application of trust funds, securities or other assets by any trustee. (Please note that checking, debit cards and credit cards may not be available to accounts using certain services.)
- 6. The trust or applicable law authorizes the trustees and any authorized agents (i) to enter into cash transactions for the purchase and sale of securities of all types (including buying and writing covered equity put/call options and buying index put/call options) and other investments available through Merrill Lynch, and (ii) to purchase and own life insurance and annuity contracts and to exercise all rights associated with the ownership of life insurance and annuity contracts held in or linked to an account at Merrill Lynch, including but not limited to, surrendering the contract, withdrawing available contract values, borrowing against contract values and otherwise encumbering the contract, assigning the contract and making designations of beneficiaries.
- 7. COMPLETE THIS SECTION ONLY IF THE TRUST IS REVOCABLE AND THE GRANTOR IS A CURRENT TRUSTEE. The trust also authorizes the following activities or, to the extent necessary, this paragraph 7 shall be deemed to amend the trust to allow such activities. All current trustees must initial those that apply in spaces provided:

A.	Margin transactions including short sales
В.	Margin transactions including short sales, uncovered put/call options, spreads, straddles and combinations, whether index or equity

- 8. The trust or applicable law authorizes the trustees to delegate the performance of discretionary investment management duties to investment advisors or other agents, as provided under any applicable investment management contracts or powers of attorney, and where applicable, to charge the compensation of such advisors or other agents against the trust, including any other related expenses. Where required under applicable law, the trustees have filed necessary statements or elections with governmental authorities, and have provided timely written notice to all beneficiaries eligible to receive income from the trust of this delegation. No person other than the trustees has any investment authority over the trust's assets. The consent of no party other than the trustees is required to vest investment discretion in investment advisors or other agents engaged by the trustees.
  - If, at any time, an investment advisor or other agent not affiliated with Merrill Lynch's programs or services, is granted discretionary authority over the trust, Merrill Lynch is authorized to act upon the instructions of such investment advisor or other agent to the extent authorized in a properly executed power of attorney.)
- 9. The trustees represent, warrant and agree that Merrill Lynch is authorized for all purposes regarding the trust's accounts to follow the instructions of any one trustee. If there is more than one trustee, the trustees agree that it is their responsibility to agree among themselves before giving any instructions to Merrill Lynch for the trust's accounts, if required by the trust instrument or applicable law, and that Merrill Lynch may conclusively presume that any one trustee who provides instructions to Merrill Lynch has obtained such agreement. Merrill Lynch shall be entitled to assume the existence of a trust power and the proper exercise of a trust power by any trustee without inquiry. Merrill Lynch shall have no responsibility to assure the proper application of trust funds, securities or other assets by any trustee. In the event Merrill Lynch receives inconsistent instructions from two or more trustees, reasonably believes instructions received from one trustee are not mutually agreeable to all trustees, or receives a court order with respect to the account, Merrill Lynch may, but is not obligated to, restrict activity in the trust account, require that all instructions be in writing signed by all trustees, suspend or terminate the account and/or file an interpleader action in an appropriate court at the expense of the trust.
- **10.** The trustees represent and warrant that none of the beneficiaries of the trust are business organizations operating for profit such as corporations, partnerships, limited liability companies, associations or business trusts.
- 11. The trustees agree, jointly and severally, to indemnify Merrill Lynch, its employees and directors, and hold them harmless from any liabilities and expenses that arise from following the instructions of any trustee, or of any authorized investment advisors or agents, or that otherwise arise from Merrill Lynch's reliance on the representations, warranties and agreements included in this Trustee Certification Form. This agreement to indemnify Merrill Lynch shall survive termination of the trust or of the accounts.
- 12. The trustees also agree to provide a new Trustee Certification Form to Merrill Lynch in the event that any of these representations, warranties, agreements, or certifications change, or if they may no longer be relied upon by Merrill Lynch.
- 13. The trustees agree that Merrill Lynch may rely upon this Trustee Certification Form (and any copies thereof) until Merrill Lynch and any investment advisors or other agents receive a new Trustee Certification Form, executed by all then-serving trustees, notifying Merrill Lynch of any changes involving the trust, in which case the new Trustee Certification Form will supercede this Trustee Certification Form in all respects, except as otherwise provided in Paragraph 11. The trustees also agree that this Trustee Certification Form supercedes any prior Trustee Certification Forms, documents, or information provided to Merrill Lynch regarding the trust, and that the INSTRUCTIONS printed on page 4 are an integral part of the Trustee Certification Form, and are specifically incorporated herein.

Merrill Lynch may, but need not, require current Letters of Trusteeship.

Except where it would be inconsistent to do so, words and phrases used in this document should be interpreted so the singular includes the plural and the plural includes the singular.

State of	County of	On
before me,	, personally appeared,	
Personally known to me, OR		
acknowledged to me that he/she exe	ctory evidence to be the person whose name is secuted the same in his/her authorized capacity, a person acted, executed the instrument.	
WITNESS my hand and official seal.		
	Signature of Notary:	
Agreed and Certified to this	day of	year of
	County of	
	, personally appeared,	
,		
Personally known to mo OP		
acknowledged to me that he/she exe	ctory evidence to be the person whose name is secuted the same in his/her authorized capacity, a person acted, executed the instrument.	
Proved to me on the basis of satisfaction acknowledged to me that he/she exe	ecuted the same in his/her authorized capacity, a person acted, executed the instrument.	and that by his/her signature on the instrument
Proved to me on the basis of satisfaction acknowledged to me that he/she exemple the person or entity upon which the person of the	ecuted the same in his/her authorized capacity, a person acted, executed the instrument.	
Proved to me on the basis of satisfaction acknowledged to me that he/she exest the person or entity upon which the publication with the publication of the publicatio	ecuted the same in his/her authorized capacity, a person acted, executed the instrument.	and that by his/her signature on the instrument
Proved to me on the basis of satisfaction acknowledged to me that he/she exercise the person or entity upon which the public will be will be an and official seal.  Agreed and Certified to this	ecuted the same in his/her authorized capacity, a person acted, executed the instrument.  Signature of Notary:	and that by his/her signature on the instrument
Proved to me on the basis of satisfact acknowledged to me that he/she exet the person or entity upon which the positive with the person of the	ecuted the same in his/her authorized capacity, a person acted, executed the instrument.  Signature of Notary:	and that by his/her signature on the instrument
Proved to me on the basis of satisfact acknowledged to me that he/she exet the person or entity upon which the positive will be said and official seal.  Agreed and Certified to this	ecuted the same in his/her authorized capacity, a person acted, executed the instrument.  Signature of Notary:  day of	and that by his/her signature on the instrument  year of On
Proved to me on the basis of satisfact acknowledged to me that he/she exet the person or entity upon which the positive will be said and official seal.  Agreed and Certified to this	cuted the same in his/her authorized capacity, a person acted, executed the instrument.  Signature of Notary:  day of  County of	and that by his/her signature on the instrument  year of On
Proved to me on the basis of satisfact acknowledged to me that he/she exet the person or entity upon which the person which the person or entity upon which the person which the person or entity upon which the person which the person or entity upon which the person of	cuted the same in his/her authorized capacity, a person acted, executed the instrument.  Signature of Notary:  day of  County of	and that by his/her signature on the instrument year of On subscribed to the within instrument and
Proved to me on the basis of satisfact acknowledged to me that he/she exet the person or entity upon which the person which the person or entity upon which the person which the person or entity upon which the person which the person or entity upon which the person of	couted the same in his/her authorized capacity, a person acted, executed the instrument.  Signature of Notary:	and that by his/her signature on the instrument year of On subscribed to the within instrument and
Proved to me on the basis of satisfact acknowledged to me that he/she exe the person or entity upon which the person or entity	couted the same in his/her authorized capacity, a person acted, executed the instrument.  Signature of Notary:	and that by his/her signature on the instrument year of On subscribed to the within instrument and
Proved to me on the basis of satisfact acknowledged to me that he/she exe the person or entity upon which the person or entity	couted the same in his/her authorized capacity, a person acted, executed the instrument.  Signature of Notary:	year of On On and that by his/her signature on the instrument

# **Instructions**

This Trustee Certification Form is for use by trustees of any domestic revocable trust or irrevocable trust to maintain one or more cash securities accounts and by trustees of any grantor revocable living trusts to maintain a margin account or engage in other investment activity. It is not to be used by employee benefit trusts, nominees or business trusts, any trust governed under the laws of any foreign jurisdiction, nor for any trust for which the beneficiaries are business organizations operating for profit such as corporations, partnerships, limited liability companies, associations or business trusts. The Trustee Certification Form is also for use by trustees of revocable or irrevocable trusts for which the trustees delegate the performance of their discretionary duties to an investment advisor(s) or other agent(s).

NAMES OF TRUSTEES – The names of all current trustees must be included. If only one trustee is named, it shall be a representation that the trust has a single trustee. If a change of trustees occurs by death or otherwise, a new Trustee Certification Form must be provided. If there are more than three trustees, use an additional form.

POWER TO MAKE DISTRIBUTIONS/TRANSFERS – The authority of the trustees (and if applicable, the authority of any authorized agents) to make distributions/transfers shall (be understood to) include the power for the trustees and any authorized agents to draw upon the funds, securities or other assets in the account of the trust by check, debit card, credit card, or other means (including account-to-account transfers). If the trustees apply to participate in Merrill Lynch programs or services that include extensions of credit to the trust, the trustees hereby represent that the trust or applicable law authorizes the trustees to incur indebtedness to the extent required to qualify for such programs or services.

INVESTMENT POWERS – The authority of the trustees of any trust to purchase and sell securities and other investments including options to the extent described in paragraph 6 shall be unrestricted. The authority of the grantor/trustee of a grantor revocable living trust to maintain a margin account and to engage in other activities described in paragraph 7 shall be understood to be unrestricted. Merrill Lynch shall be entitled to assume the existence of a trust power and the proper exercise of a trust power by any trustee (and by any investment advisor or agent appointed by the trustees for the trust) without inquiry. Merrill Lynch shall have no responsibility to assure the proper application of trust funds, securities or other assets by any trustee (or by an agent appointed by the trustees for the trust).

GRANTOR REVOCABLE LIVING TRUSTS – By signing this certification, the trustee of a grantor revocable living trust represent and warrant that they have full power and authority to direct the transfer of trust assets, and that the grantor has full power and authority to revoke and amend the trust.

SIGNATURES OF TRUSTEES – All trustees must sign this Trustee Certification Form. If there are more than three trustees, use an additional form. If only one trustee signs, it shall be a representation that the trust has a single trustee. All trustees are required to sign any account opening documents.

INVESTMENT ADVISORS AND AGENTS – If the trustees have designated an investment advisor(s) or other agent outside of Merrill Lynch's programs or services with discretionary authority over the trust's funds, securities or other assets, a copy of the investment management contract(s) or power(s) of attorney signed by all of the trustees must also be provided (refer to paragraph 8).

NOTARIZATION – Notarization of all trustees' signatures by a notary public is required.

Merrill Lynch reserves the right to request a complete copy of the trust agreement or will at any time. Merrill Lynch may require written authorization of all co-trustees in some circumstances even though the trust instrument may allow a trustee to act individually and without the consent of other co-trustees for all purposes.



Bank of America Corporation

# L-05-10

Merrill Lynch Wealth Management makes available products and services offered by Merrill Lynch, Pierce, Fenner & Smith Incorporated (MLPF&S) and other subsidiaries of Bank of America Corporation.

Trust and fiduciary services are provided by the Merrill Lynch Trust Company division of Bank of America, N.A., Member FDIC.

Bank of America, N.A. and MLPF&S, a registered broker-dealer and Member SIPC, are wholly owned subsidiaries of Bank of America Corporation.

Investment products:

Are Not FDIC Insured	Are Not Bank Guaranteed	May Lose Value
----------------------	-------------------------	----------------

MLPF&S and Bank of America, N.A. make available investment products sponsored, managed, distributed or provided by companies that are affiliates of Bank of America Corporation or in which Bank of America Corporation has a substantial economic interest, including BofA<sup>™</sup> Global Capital Management, BlackRock and Nuveen Investments.

Unless otherwise noted, registered trademarks and trademarks are the property of Merrill Lynch & Co. Inc.

© 2010 Bank of America Corporation. All rights reserved.

53303 9914CSPT-0510

# AFFIDAVIT OF DOMICILE

STATE OF		
COUNTY OF	) <b>SS.</b>	
I,	Show Name & Title of Individual Signing, & .	Name and Address of Corporation) being
duly sworn, depose and state as follows:	, ,	
I reside at		(street address),
City of	, County of	,
State of	, and am	
* executor personal representative administrator survivor of joint tenancy heir at law		, deceased,
(*Delete those which are not applicable)		
who died on	day of	, 20 At the time of
(day)	(month)	(year)
	-	ty of,
County of	, and State of	;
and had been the same for the preceding	years. The d	ecedent's last Federal income tax return
showed the decedent's residence and	d domicile was in the City of	,
County of	, and State of	The
decedent last voted in the City of	, and State of _	·
United States of America other than the st years prior to death in which the decedent This affidavit is made for the purpose o	tate of domicile shown above. The dece stated he / she was a resident of any oth f securing the transfer or delivery of t	resident of or domiciled in any state within the edent executed no will or instrument within three her State.  The following described property owned by the hereto under the laws of the decedent's domicile
Quantity	Security Title	Kind and Class of Security
Quantity	Security Title	Kind and Class of Security
Quantity (If more sp	Security Title ace is needed to list securities, attach additional	Kind and Class of Security copies of this form)
Signature of Affiant		
Subscribed and sworn to before me this	day of	, 20
Subscribed and sworn to before the this		(month) (year)
Signature of Notary Public	(Affix Seal)	Code 0088 Rev. 5 / 04