

**SOUTH CAROLINA
DURABLE POWER OF ATTORNEY FOR RETIREMENT ACCOUNTS
FOR WHICH MERRILL LYNCH IS CUSTODIAN**

INSTRUCTIONS:

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

Please note:

- **Merrill Lynch requires this Power of Attorney to be durable (continue to be effective after the principal becomes incapacitated). In order for it to be durable, it must be recorded in the county where the client resides at the time the instrument is recorded. Please see page 1 for additional instructions.**
- Merrill Lynch does not require the use of this power of attorney to authorize an agent to act on your account. You may submit another form of power of attorney for review.
- If there is anything about this power of attorney you do not understand, you should consult your own attorney. Merrill Lynch does not provide legal advice.
- This power of attorney must be signed in the presence of two Witnesses. Additionally, the probate clause on page 7 must be completed by one of the Witnesses and notarized.
- Use section 2a to indicate the powers you would like to give to your agent if your agent is not a registered Investment Adviser. Only use section 2b if your agent is a registered Investment Adviser. Do not use both sections. Section 2b may not be used for Merrill Edge accounts.
- When indicating the powers you would like to give to your agent, make sure you initial next to the power. Please do not use a check mark.
- Multiple agents can be listed in section 1 as long as they are granted the same powers and authority over the account. Please duplicate Section 4 on page 10 (Agent Information and Signature) if multiple agents are being appointed.

For Merrill Lynch Only

This page is for Merrill Lynch use only and should not be included when registering your Power of Attorney with the register of deeds.

Client Name: _____

Agent Name: _____

Account Number(s): _____

Please complete this information and return it with the Power of Attorney to prevent delays and to ensure your Power of Attorney is applied to the correct account number(s).

**SOUTH CAROLINA DURABLE POWER OF ATTORNEY FOR RETIREMENT ACCOUNTS FOR WHICH
MERRILL LYNCH IS CUSTODIAN**

(for SC Residents only)

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

NOTE: *THE CLIENT MUST RECORD THIS POWER OF ATTORNEY IN THE COUNTY WHERE THE CLIENT/PRINCIPAL RESIDES AT THE TIME THE INSTRUMENT IS RECORDED. IN ADDITION, THE PROBATE CLAUSE ON PAGE 7 MUST BE COMPLETED BY ONE OF THE WITNESSES AND NOTARIZED ACCORDINGLY. IF THE CLIENT'S STATE OF RESIDENCE CHANGES AFTER THE CLIENT HAS EXECUTED THIS DURABLE POWER OF ATTORNEY, THE CLIENT SHOULD CONSULT WITH HIS OR HER OWN LEGAL COUNSEL TO DETERMINE IF THIS DURABLE POWER OF ATTORNEY SHOULD BE RE-EXECUTED.

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

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

RE: MLPF&S Retirement Account Number(s): XXX-X _____, XXX-X _____, XXX-X _____
(Please provide only the last four digits of MLPF&S account number(s). If more than one account listed, accounts must report under same Tax ID and be identical in ownership.)

("Retirement Account(s)" includes, but is not limited to, any one or more of the following account types: an Individual Retirement Account (IRA), a Medical Savings Account (MSA), a Roth Individual Retirement Account (RRA), a Merrill Lynch Basic Money Purchase Pension or Profit-sharing Plan Account, a Merrill Lynch Simplified Employee Pension (SEP) Account, a Merrill Lynch Simple Retirement Account (SRA), or a Merrill Lynch 403(b)(7)- Retirement Selector Account (RSA), whether presently opened or hereafter opened.)

I, _____ hereby constitute and appoint _____ (whose signature
(Insert Name of client/principal) (Insert Name of agent)
appears below), as my agent and attorney-in-fact, with power and authority to act for me and on my behalf in connection with my Retirement Account(s) with MLPF&S and for which MLPF&S is custodian, however designated, specifically conferring upon my agent and attorney-in-fact those powers which I have designated below by initialing the corresponding space provided to the left of each power that I wish to confer.

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

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

IMPORTANT: REVIEW **EACH** POWER AND INITIAL **ONLY** THOSE POWERS YOU WANT YOUR AGENT AND ATTORNEY-IN-FACT TO EXERCISE.

Initial here (Do not make a mark):

initials here

(a) PURCHASES AND SALES

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

initials here

(b) DISTRIBUTIONS/TRANSFERS TO/FOR ME

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

initials here

(c) BENEFICIARY DESIGNATIONS

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

initials here

(d) MAKE CONTRIBUTIONS

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

initials here

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

To exercise all available ownership rights on my policy(ies), including, but not limited to, the right to cancel or exchange the policy(ies), and receive the net cash surrender value or to choose one or more income plans on canceling the policy(ies), to apply for and receive policy loans, to collaterally assign the policy(ies), to change the allocation between and among the available investment options of the company in which the policy(ies) are funded, to change the beneficiary and ownership designations of the policy(ies) and to make inquiries and receive information as to the cash value and death benefit of the policy(ies). To receive funds from, elect options under or continue any life, disability, and long-term care insurance policy for which I am named a beneficiary that is linked to or held in any account at MLPF&S.

initials here

(f) **ANNUITIES**

To exercise all available ownership rights under my contract(s), including, but not limited to, the right to select or change an annuitant, the annuity date, the annuity option or the allocation between and among the available investment options, to cancel or exchange the contract(s) and receive the net value, to make withdrawals from the contract(s), to collaterally assign the contract(s), to make or change the beneficiary designations or ownership designations of the contract(s), to exercise all available benefits and/or riders, and to make inquiries and receive all information as to the cash value and death benefit of the contract. To receive funds from, elect options under or continue any life, disability, and long-term care insurance policy for which I am named a beneficiary that is linked to or held in any account at MLPF&S.

initials here

(h) **ONLINE ACCESS (READ ONLY)**

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

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

initials here

(i) **INFORMATION**

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

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

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

IMPORTANT: REVIEW **EACH** POWER AND INITIAL **ONLY** THOSE POWERS YOU WANT YOUR INVESTMENT ADVISER TO EXERCISE.

Initial here (Do not make a mark):

initials here

(a) **PURCHASES AND SALES**

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

initials here

(b) **PROXY**

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

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

initials here

(c) **FEES**

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

Name of Investment Adviser _____

Address of Investment Adviser _____

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

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

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

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

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

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

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

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

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

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

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

NOTICE:

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

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

Dated this _____ day of _____, 20_____.

Printed Name of Client/Principal

Signature of Client/Principal

Printed Name of Client/Principal

TITLE written on above
(e.g., Trustee, President, etc.)

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

The following probate clause must be completed by one of the witnesses and notarized accordingly.

STATE OF _____

COUNTY OF _____

WITNESSESS* (Two witnesses are required)

(1)_____
Signature of Witness 1

(2)_____
Signature of Witness 2

PROBATE

PERSONALLY appeared before me the undersigned witness who, being sworn, says that she/he is not a party to nor a beneficiary of the transaction, that she/he saw the above-named Principal sign, seal, execute, and deliver as his/her act and deed the foregoing Durable Power of Attorney for the purposes and uses herein described, and that she/he, with the other witness above, at the request of the Principal and in the presence of each other, witnessed the execution thereof and subscribed their names as witnesses thereon.

Signature of Witness

Printed Name of Witness

SWORN TO before me this _____
date of _____, 20_____

NOTARY PUBLIC

My Commission Expires:_____

Section 4. Agent Information and Signature (Each Agent is required to complete and sign this section.)
(Must be completed after the client has signed the form and form has been witnessed and/or notarized)

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

*Additional Profile information may be required

Agent's Signature

Printed Name of Agent

Date

Note: Must be signed after POA is executed

Agent's Phone Number

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