

# **DURABLE POWER OF ATTORNEY**

(Not for use with retirement accounts)

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## **INSTRUCTIONS:**

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

Please note:

- Merrill Lynch does not require the use of this power of attorney to authorize an agent to act on your account. You may submit another form of power of attorney for review.
- If there is anything about this power of attorney you do not understand, you should consult your own attorney. Merrill Lynch does not provide legal advice.
- Residents of Arizona, California, New York, North Carolina, Pennsylvania, and South Carolina cannot use this form. Please see page 2 for state specific requirements.
- This power of attorney must be signed in the presence of a Witness or Notary, or sometimes both. Please see the State Specific Execution Requirements on page 2. Unless stated otherwise, the Notary may not serve as one of the Witnesses. Check to see if there are additional execution requirements for the state in which you reside.
- Use section 2a to indicate the powers you would like to give to your agent if your agent is not a registered Investment Adviser. Only use section 2b if your agent is a registered Investment Adviser. Do not use both sections. Section 2b may not be used for Merrill Edge accounts.
- When indicating the powers you would like to give to your agent, make sure you initial next to the power. Please do not use a check mark. If there are multiple Account Owners, each Account Owner must initial the desired powers.
- Multiple agents can be listed in Section 1 as long as they are granted the same powers and authority over the account. Please duplicate Section 5 on page 15 (Agent Information and Signature) if multiple agents are being appointed.

## STATE SPECIFIC EXECUTION REQUIREMENTS

Follow the execution requirements for the state of residence of the Client/Principal

**If your state is not listed, one witness signature is required per client.**

**ALABAMA:** All Powers of Attorney must be notarized.

**ALASKA:** All Powers of Attorney must be notarized.

**ARIZONA:** This Power of Attorney form may not be used by Arizona residents. Use the code 1298-CR, Arizona Durable Power of Attorney.

**ARKANSAS:** All Powers of Attorney must be notarized.

**CALIFORNIA:** This Power of Attorney form may not be used by California residents. Use the code 0890-CR, California Durable Power of Attorney. For non-California residents having this form notarized in the state of California, use acknowledgment on page 13.

**COLORADO:** All Powers of Attorney must be notarized.

**CONNECTICUT:** All Powers of Attorney must be witnessed by two individuals and be notarized.

**DELAWARE:** All Powers of Attorney must be witnessed by at least one witness and be notarized.

The additional disclosures on pages 16 and 17 must be read and executed by the Principal and Agent.

**FLORIDA:** All Powers of Attorney must be witnessed by two individuals and must also be notarized. The Florida notary may also serve as one of the two adult witnesses. For clients having this form notarized in the state of Florida, use acknowledgment on page 14.

**GEORGIA:** All Powers of Attorney must be witnessed and notarized. The witness and notary may not be the same person.

**HAWAII:** All Powers of Attorney must be notarized.

**IDAHO:** All Powers of Attorney must be notarized.

**ILLINOIS:** All Powers of Attorney must be witnessed by at least one witness and be notarized.

**INDIANA:** All Powers of Attorney must be notarized.

**IOWA:** All Powers of Attorney must be notarized.

**KANSAS:** All Powers of Attorney must be notarized.

**KENTUCKY:** All Powers of Attorney must be notarized.

**MAINE:** All Powers of Attorney must be notarized.

**MARYLAND:** All Powers of Attorney must be witnessed by two individuals. Powers of Attorney must also be notarized. The Maryland notary may serve as one of the two adult witnesses.

**MICHIGAN:** All Powers of Attorney must be either 1) witnessed by two individuals OR 2) notarized.

The additional disclosure on page 19 must be read and executed by the Agent.

**MISSOURI:** To be durable, this Power of Attorney must be notarized.

**MONTANA:** All Powers of Attorney must be notarized.

**NEBRASKA:** All Powers of Attorney must be notarized.

**NEVADA:** All Powers of Attorney must be notarized. The additional disclosure on page 22 must be read and executed by the Principal.

**NEW HAMPSHIRE:** All Powers of Attorney must be notarized and the additional disclosures on pages 20 and 21 must be read and executed by the Principal and Agent.

**NEW JERSEY:** All Powers of Attorney must be notarized.

**NEW MEXICO:** All Powers of Attorney must be notarized.

**NEW YORK:** This Power of Attorney form may not be used by New York residents. Use the code 1168NY-CR, New York Durable Power of Attorney.

**NORTH CAROLINA:** This Power of Attorney form may not be used by North Carolina residents. Use the code 1168NC-CR, North Carolina Durable Power of Attorney.

**OHIO:** All Powers of Attorney must be notarized.

**OKLAHOMA:** All Powers of Attorney must be notarized.

**PENNSYLVANIA:** This Power of Attorney may not be used by Pennsylvania residents. Use the code 0484-CR, Pennsylvania Durable Power of Attorney.

**SOUTH CAROLINA:** This Power of Attorney may not be used by South Carolina residents. Use the code 1168SC-CR, South Carolina Durable Power of Attorney.

**SOUTH DAKOTA:** All Powers of Attorney must be notarized.

**TEXAS:** To be durable, this Power of Attorney must be notarized.

**US VIRGIN ISLANDS:** All Powers of Attorney must be notarized.

**UTAH:** All Powers of Attorney must be notarized.

**VERMONT:** All Powers of Attorney must be notarized.

**VIRGINIA:** All Powers of Attorney must be notarized.

**WASHINGTON:** All Powers of Attorney must be either 1) witnessed by two individuals OR 2) notarized.

**WEST VIRGINIA:** All Powers of Attorney must be notarized.

**WISCONSIN:** All Powers of Attorney must be notarized.

**WYOMING:** All Powers of Attorney must be notarized.

**INTERNATIONAL:** All Powers of Attorney must be witnessed by one individual.

## Durable Power of Attorney

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

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

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

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

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

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

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

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

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

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

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

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

initials here

(a) **PURCHASES AND SALES**

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

to stocks, bonds, options, certificates of indebtedness, or certificates which evidence other securities of any nature, at any time standing in my name and to execute any documents necessary to effectuate the foregoing; to receive statements of transactions made for my account(s); to approve and confirm the same, to receive any and all notices, calls for margin, or other demands with reference to my account(s), to exercise employee stock options and to effect sales of employer stock acquired pursuant to such option exercising; and to direct payment to other broker-dealers, banks and other financial service providers for purchases or trades made at such other firms, for my account or accounts at MLPF&S, whether presently open or hereafter opened.

initials here

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

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

initials here

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

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

initials here

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

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

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

initials here

(e) **CHECK WRITING**

To make and draw checks.

initials here

(f) **TAX DOCUMENTS**

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

initials here

**INITIAL ONLY ONE** (Required):

Form W-9

Form W-8BEN

Form W-8IMY

Form W-8ECI

Form W-8EXP

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

initials here

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

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

initials here

(h) **ANNUITIES**

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

initials here

(i) **DURABILITY**

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

**NOTE: \*ADDITIONAL EXECUTION REQUIREMENTS FOR DURABLE POWERS OF ATTORNEY EXIST FOR CLIENTS RESIDING IN CERTAIN STATES. THESE ADDITIONAL EXECUTION REQUIREMENTS ARE SET FORTH IN DETAIL ON PAGE 2 OF THIS POWER OF ATTORNEY. IF THE CLIENT'S STATE OF RESIDENCY 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.**

initials here

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

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

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

initials here

(k) **INFORMATION**

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



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

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

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

initials here

(a) **PURCHASES AND SALES**

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

initials here

(b) **PROXY**

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

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

initials here

(c) **FEES**

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

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

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

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

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

initials here

(d) **DURABILITY**

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

**NOTE: \*ADDITIONAL EXECUTION REQUIREMENTS FOR DURABLE POWERS OF ATTORNEY EXIST FOR CLIENTS RESIDING IN CERTAIN STATES. THESE ADDITIONAL REQUIREMENTS ARE SET FORTH IN DETAIL ON PAGE 2 OF THIS POWER OF ATTORNEY. 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.**



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 or with the appropriate state authority of my state of residence, where such registration would be required. In addition, I have investigated the business experience, qualifications and reputation of my agent and attorney-in-fact and am satisfied with the experience, qualifications and reputation of my agent and attorney-in-fact.

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

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

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

*(Continues)*

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

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

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

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

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

**NOTE:**

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

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

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

See page 2 to determine if an additional witness or notarization is necessary. An Agent on the account may not act as witness.)

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

\_\_\_\_\_  
Signature of Witness 1

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

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

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

\_\_\_\_\_  
Signature of Witness 2

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

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

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

**WITNESSES** (One witness is required per client signature. See page 2 to determine if an additional witness or notarization is necessary. An Agent on the account may not act as witness.

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

\_\_\_\_\_  
Signature of Witness 1

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

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

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

\_\_\_\_\_  
Signature of Witness 2

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

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

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

## Section 4. Notary Acknowledgment

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

THIS ACKNOWLEDGMENT FORM MAY NOT BE USED BY CALIFORNIA OR FLORIDA NOTARIES. CALIFORNIA NOTARIES ARE TO USE THE CALIFORNIA ACKNOWLEDGMENT FORM (SEE PAGE 13) OR THE NOTARIAL ACKNOWLEDGMENT FORM AVAILABLE ON THE CALIFORNIA SECRETARY OF STATE WEBSITE. FLORIDA NOTARIES ARE TO USE THE FLORIDA ACKNOWLEDGMENT FORM (SEE PAGE 14).

### CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC (For all states EXCEPT CA and FL)

Notary Acknowledgment:

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

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

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

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

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

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

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

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

WITNESS my hand and official seal.

(Seal)

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

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

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

Notary Acknowledgment:

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

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

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

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

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

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

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

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

WITNESS my hand and official seal.

(Seal)

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

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

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

FOR ALL STATES EXCEPT CA AND FL

FOR ALL STATES EXCEPT CA AND FL

FOR CALIFORNIA

**CALIFORNIA NOTARIES MUST USE THIS ACKNOWLEDGMENT FORM OR THE NOTORIAL ACKNOWLEDGMENT FORM AVAILABLE ON THE CALIFORNIA SECRETARY OF STATE WEBSITE.**

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California, County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(date of execution) (insert name and title of the officer)

personally appeared \_\_\_\_\_, who proved to me on the basis of  
(insert name of Client/Principal, not Notary's name)  
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)

\_\_\_\_\_  
Signature

FOR CALIFORNIA

**CALIFORNIA NOTARIES MUST USE THIS ACKNOWLEDGMENT FORM OR THE NOTORIAL ACKNOWLEDGMENT FORM AVAILABLE ON THE CALIFORNIA SECRETARY OF STATE WEBSITE.**

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California, County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(date of execution) (insert name and title of the officer)

personally appeared \_\_\_\_\_, who proved to me on the basis of  
(insert name of Client/Principal, not Notary's name)  
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)

\_\_\_\_\_  
Signature

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

FOR FLORIDA

**FLORIDA NOTARIES MUST USE THIS ACKNOWLEDGMENT FORM**

**NOTARY ACKNOWLEDGEMENT:**

State of Florida, County of \_\_\_\_\_

The foregoing instrument was acknowledged before me, a Notary Public, by means of (check one) ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

by \_\_\_\_\_, the person whose name is subscribed to within this instrument and

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

acknowledged to me that he/she executed the same in his/her authorized capacity.

**PLEASE CHECK ONE OF THE FOLLOWING (REQUIRED):**

☐ Personally known or ☐ Produced the following type of identification: \_\_\_\_\_

WITNESS my hand and official seal

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

(Seal)

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

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

FOR FLORIDA

**FLORIDA NOTARIES MUST USE THIS ACKNOWLEDGMENT FORM**

**NOTARY ACKNOWLEDGEMENT:**

State of Florida, County of \_\_\_\_\_

The foregoing instrument was acknowledged before me, a Notary Public, by means of (check one) ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

by \_\_\_\_\_, the person whose name is subscribed to within this instrument and

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

acknowledged to me that he/she executed the same in his/her authorized capacity.

**PLEASE CHECK ONE OF THE FOLLOWING (REQUIRED):**

☐ Personally known or ☐ Produced the following type of identification: \_\_\_\_\_

WITNESS my hand and official seal

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

(Seal)

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

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



Section 5. Agent Information and Signature (Each Agent is required to complete and sign this section)  
Agent cannot sign before the principal has executed the Power of Attorney

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**

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

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

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

**Note: Must be signed after POA is executed**

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

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

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

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

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

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

**TO BE EXECUTED BY THE PRINCIPAL AS PART OF A  
DELAWARE DURABLE POWER OF ATTORNEY**

**Notice to Principal:** As the person signing this durable power of attorney, you are the Principal. The purpose of this power of attorney is to give the person you designate (your "Agent") broad powers to handle your property, which may include powers to sell, dispose of, or encumber any real or personal property without advance notice to you or approval by you.

This power of attorney does not authorize the Agent to make health-care decisions for you.

Unless you specify otherwise, your Agent's authority will continue even if you become incapacitated, or until you die or revoke the power of attorney, or until your Agent resigns or is unable to act for you. You should select someone you trust to serve as your Agent.

This power of attorney does not impose a duty on your Agent to exercise granted powers, but when powers are exercised, your Agent must use due care to act for your benefit and in accordance with this power of attorney.

Your Agent must keep your funds and other property separate from your Agent's funds and other property. A court can take away the powers of your Agent if it finds your Agent is not acting properly.

The powers and duties of an Agent under a durable power of attorney are explained more fully in Delaware Code, Title 12, Chapter 49A, Section 49A-114 and Sections 49A-201 through 49A-217.

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

I have read or had explained to me this notice and I understand its contents.

Principal Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**TO BE EXECUTED BY THE AGENT AS PART OF A  
DELAWARE DURABLE POWER OF ATTORNEY**

**AGENTS CERTIFICATION:**

I \_\_\_\_\_, have read the attached durable power of attorney and I am (Insert Name of Agent)

the person identified as the Agent or identified as the Agent for the Principal. To the best of my knowledge this power has not been revoked. I hereby acknowledge that, when I act as Agent, I shall:

Act in accordance with the principal's reasonable expectations to the extent actually known to me and, otherwise, in the Principal's best interest;

Act in good faith;

Act only within the scope of authority granted in the personal power of attorney; and

To the extent reasonably practicable under the circumstances, keep in regular contact with the principal and communicate with the principal.

In addition, in the absence of a specific provision to the contrary in the durable personal power of attorney, when I act as Agent, I shall:

Keep the assets of the Principal separate from my assets;

Exercise reasonable caution and prudence; and

Keep a full and accurate record of all actions, receipts and disbursements on behalf of the Principal.

Agent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTE TO ALL MAINE RESIDENTS:** *Maine law requires that this Durable Power of Attorney contain the following statements; however, certain sections of these statements may be inapplicable to this Durable Power of Attorney. If there is anything about this Durable Power of Attorney that you do not understand, you should consult with your own attorney.*

**FOR ALL CLIENTS WHO ARE MAINE RESIDENTS,  
PLEASE READ THE FOLLOWING STATEMENTS  
WHICH ARE REQUIRED BY MAINE REVISED STATUTES,  
TITLE 18-C § 5-905**

**"Notice to the Principal: As the "Principal" you are using this power of attorney to grant power to another person (called the Agent) to make decisions about your property and to use your property on your behalf. Under this power of attorney you give your Agent broad and sweeping powers to sell or otherwise dispose of your property without notice to you. Under this document your Agent will continue to have these powers after you become incapacitated. The powers that you give your Agent are explained more fully in the Maine Uniform Power of Attorney Act, Maine Revised Statutes, Title 18-C, Article 5, Part 9. You have the right to revoke this power of attorney at any time as long as you are not incapacitated. If there is anything about this power of attorney that you do not understand, you should ask an attorney to explain it to you.**

**Notice to the Agent: As the "Agent" you are given power under this power of attorney to make decisions about the property belonging to the Principal and to dispose of the Principal's property on the Principal's behalf in accordance with the terms of this power of attorney. This power of attorney is valid only if the Principal is of sound mind when the Principal signs it. When you accept the authority granted under this power of attorney, a special legal relationship is created between you and the Principal. This relationship imposes upon you legal duties that continue until you resign or the power of attorney is terminated or revoked.**

**The duties are more fully explained in the Maine Uniform Power of Attorney Act, Maine Revised Statutes, Title 18-C, Article 5, Part 9 and Title 18-B, sections 802 to 807 and Title 18-B, chapter 9. As the Agent, you are generally not entitled to use the Principal's property for your own benefit or to make gifts to yourself or others unless the power of attorney gives you such authority. If you violate your duty under this power of attorney, you may be liable for damages and may be subject to criminal prosecution. You must stop acting on behalf of the Principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney. Events of termination are more fully explained in the Maine Uniform Power of Attorney Act and include, but are not limited to, revocation of your authority or of the power of attorney by the Principal, the death of the Principal or the commencement of divorce proceedings between you and the Principal. If there is anything about this power of attorney or your duties under it that you do not understand, you should ask an attorney to explain it to you."**

**TO BE EXECUTED BY THE AGENT AS PART OF A  
MICHIGAN DURABLE POWER OF ATTORNEY**

NOTE TO ALL MICHIGAN RESIDENTS: Michigan law requires that this Durable Power of Attorney contain the following statements and be executed by the Agent; however, certain sections of these statements may be inapplicable to this Durable Power of Attorney. If there is anything about this Durable Power of Attorney that you do not understand, you should consult with your own attorney.

Before exercising authority under a durable power of attorney, an attorney-in-fact shall execute an acknowledgment of the attorney-in-fact's responsibilities that contains all of the substantive statements in substantially the following form:

I, \_\_\_\_\_, have been appointed as attorney-in-fact  
(Insert Name of the Agent)

for \_\_\_\_\_ the principal, under a durable power of attorney  
(Insert Name of the Client/Principal)

dated \_\_\_\_\_, 20\_\_\_\_.  
(Insert Date Power of Attorney was signed by the Client/Principal)

By signing this document, I acknowledge that if and when I act as attorney-in-fact, all of the following apply:

- (a) Except as provided in the durable power of attorney, I must act in accordance with the standards of care applicable to fiduciaries acting under durable powers of attorney.
- (b) I must take reasonable steps to follow the instructions of the principal.
- (c) Upon request of the principal, I must keep the principal informed of my actions. I must provide an accounting to the principal upon request of the principal, to a guardian or conservator appointed on behalf of the principal upon the request of that guardian or conservator, or pursuant to judicial order.
- (d) I cannot make a gift from the principal's property, unless provided for in the durable power of attorney or by judicial order.
- (e) Unless provided in the durable power of attorney or by judicial order, I, while acting as attorney-in-fact, shall not create an account or other asset in joint tenancy between the principal and me.
- (f) I must maintain records of my transactions as attorney-in-fact, including receipts, disbursements, and investments.
- (g) I may be liable for any damage or loss to the principal, and may be subject to any other available remedy, for breach of fiduciary duty owed to the principal. In the durable power of attorney, the principal may exonerate me of any liability to the principal for breach of fiduciary duty except for actions committed by me in bad faith or with reckless indifference. An exoneration clause is not enforceable if inserted as the result of my abuse of a fiduciary or confidential relationship to the principal.
- (h) I may be subject to civil or criminal penalties if I violate my duties to the principal.

Agent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**TO BE EXECUTED BY THE PRINCIPAL AS PART OF  
A NEW HAMPSHIRE DURABLE POWER OF ATTORNEY**

NOTE TO ALL NEW HAMPSHIRE RESIDENTS: New Hampshire law requires that this Durable Power of Attorney contain the following statements and be executed by the Principal and Agent; however, certain sections of these statements may be inapplicable to this Durable Power of Attorney. If there is anything about this Durable Power of Attorney that you do not understand, you should consult with your own attorney.

**FOR ALL CLIENTS WHO ARE NEW HAMPSHIRE RESIDENTS, PLEASE READ AND EXECUTE THE FOLLOWING STATEMENTS WHICH ARE REQUIRED BY NEW HAMPSHIRE REVISED STATUTES, RSA 564-E:105.**

INFORMATION CONCERNING THE POWER OF ATTORNEY THIS IS AN IMPORTANT LEGAL DOCUMENT. BEFORE SIGNING THIS DOCUMENT YOU SHOULD KNOW THESE IMPORTANT FACTS:

Notice to the Principal: As the "Principal," you are using this Power of Attorney to grant power to another person (called the "Agent") to make decisions, including, but not limited to, decisions concerning your money, property, or both, and to use your money, property, or both on your behalf. If this Power of Attorney does not limit the powers that you give to your Agent, your Agent will have broad and sweeping powers to sell or otherwise dispose of your property, and to spend your money without advance notice to you or approval by you. Unless you have expressly provided otherwise in this Power of Attorney, your Agent will have these powers before you become incapacitated, and unless you have expressly provided otherwise in this Power of Attorney, your Agent will continue to have these powers after you become incapacitated. You have the right to retain this Power of Attorney and release it only if one or more conditions specified in advance by you are satisfied. You have the right to revoke or take back this Power of Attorney at any time, so long as you are of sound mind. If there is anything about this Power of Attorney that you do not understand, you should seek professional advice.

Principal Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**TO BE EXECUTED BY THE AGENT AS PART OF A  
NEW HAMPSHIRE DURABLE POWER OF ATTORNEY**

I \_\_\_\_\_, have read the attached power of attorney and am the *(Insert Name of the Agent)*

person identified as the Agent for the Principal. I hereby acknowledge that when I act as agent, I am given power under the Power of Attorney to make decisions about money, property, or both belonging to the Principal, and to spend the Principal's money, property, or both on the Principal's behalf, in accordance with the terms of the Power of Attorney. When acting as Agent, I have duties (called "fiduciary duties") to act in the principal's best interest, to act in good faith, and to act only within the scope of authority granted in the power of attorney, as well as other duties imposed by law to the extent not provided otherwise in the power of attorney. As an Agent, I am not entitled to use the money or property for my own benefit or to make gifts to myself or others unless the Power of Attorney specifically gives me the authority to do so. As an Agent, my authority under the Power of Attorney will end when the Principal dies and I will not have authority to manage or dispose of any property or administer the estate of the principal. If I violate my fiduciary duty under the Power of Attorney, I may be liable for damages and may be subject to criminal prosecution. If there is anything about the Power of Attorney, or my duties under it, that I do not understand, I understand that I should seek professional advice.

Agent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**TO BE EXECUTED BY THE PRINCIPAL AS PART OF A  
NEVADA POWER OF ATTORNEY**

If the principal resides in a hospital, residential facility for groups, facility for skilled nursing or home for individual residential care, at the time of the execution of the power of attorney, a certification of competency of the principal from an advanced practice registered nurse, a physician, psychologist or psychiatrist must be attached to the power of attorney. (Nev. Rev. Stat. Ann. §162A.220(2))

Please mark one:

\_\_\_\_\_ Principal resides in a hospital, residential facility for groups, facility for skilled nursing or home for individual residential care. Certification of competency is attached (required).

\_\_\_\_\_ Principal does not reside in a hospital, residential facility for groups, facility for skilled nursing or home for individual residential care.

Please consult with an attorney licensed in Nevada if you have any questions about the representations above or about the Power of Attorney in general.

Principal Signature: \_\_\_\_\_

Date: \_\_\_\_\_