

Merrill Edge
P.O. Box 2016
Lakewood, NJ 08701



May 22, 2017

Upcoming changes to account(s) enrolled in the Merrill Edge Advisory Account Program are designed to help you pursue your financial goals.

We want to let you know that we're continuing to make enhancements to the Merrill Edge Advisory Account Program (the "Program") to help better serve you and your investing goals. As a result, beginning on or about July 21 (the "Transition Date"), you'll see some changes to certain features of the Program. These changes won't increase the Program fee rate-- or the services provided except as described in this letter.

- The Program Client Agreement (the "Agreement") reflects these changes. Please review this letter and the enclosed Agreement, Program Brochure and related documents for your records. In addition, you'll receive an updated Program Brochure on or about June 26, 2017, which will provide additional information. **Please review this information to learn more about what will change and what these updates will mean for you.**

Our ongoing commitment to you

As a reminder, Merrill Edge Financial Solutions Advisors™ can work with you to create an investment approach aligned to your goals and select a professionally managed strategy built and monitored by a team of Merrill Lynch investment professionals to help you stay on track.

We're here to help

We look forward to continuing to support your investing needs and will be reaching out to you as part of your next portfolio review. In the meantime, if you have any questions please call us at **888.ML.INVEST** or go to **merrilledge.com/fsalocator** to make an appointment with a Merrill Edge Financial Solutions Advisor™ near you. Thank you for investing with us.

Sincerely,

A handwritten signature in black ink, appearing to read "D.R. Poole".

David R. Poole
Head of Merrill Edge Advisory & Client Services

Merrill Edge is available through Merrill Lynch Pierce Fenner & Smith Incorporated (MLPF&S), and consists of the Merrill Edge Advisory Center (Investment guidance) and self-directed online investing.

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

Investment products:

Are Not FDIC Insured	Are Not Bank Guaranteed	May Lose Value
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Merrill Edge Advisory Account Program (Program) Updates

On or about July 21, 2017 (the “Transition Date”), there’ll be some changes to your accounts. The information below will help you understand upcoming changes to the Program and what you can expect when these changes take effect.

Here’s what’s changing

Portfolio Advice

We’re changing the process we use in the Program to determine a client’s investor profile and to recommend an investment strategy. Beginning in June 2017, we’ll no longer use answers from the Investor Profile Questionnaire to determine an investor profile and a recommended investment strategy for new client accounts enrolling in the program. In completing the Investor Profile Questionnaire, we previously asked clients to take into account all of their investment assets held at and outside of Merrill Lynch. Going forward, we’ll determine an appropriate portfolio Target Asset Allocation (TAA) for these accounts (Conservative, Moderately Conservative, Moderate, Moderately Aggressive or Aggressive) based on the risk tolerance and investment time horizon as assessed solely for each client’s assets in the account(s) enrolled in the Program. This TAA will in turn guide our recommendation of the appropriate investment strategy for the account(s).

Based on our process, this change is not anticipated to result in any change to the investment strategy we recommended since your portfolio TAA will have the same designated profile (Conservative, Moderately Conservative, Moderate, Moderately Aggressive, or Aggressive) as your current investor profile based on the results of your Investor Profile Questionnaire. Your account will continue to be invested in the strategy you selected.

Program Fees

Program fees will be billed monthly in advance, typically during the first week of the current calendar month. They’ll be based on the market value of the assets in your account as of the last business day of the previous calendar month. No adjustments will be made due to asset value fluctuations, deposits or withdrawals during the monthly billing period. Currently, Program fees are billed quarterly in advance with adjustments at the end of the quarter as described in the Program Brochure.

Performance Reporting

In the future, you’ll receive an Annual Performance Report that may be accompanied by additional information about your account. At your request, performance reports can be sent to you more frequently.

Client Communications

- The document referred to as the *Portfolio Summary* will be renamed the *Profile*. The *Profile* will continue to provide a description of the investment strategy you have selected as well as the relevant objectives, risks and other information about that strategy.
- Important information about your account(s) will be provided in a new document called the *Portfolio Summary*, instead of the *Client Summary*. You will receive the *Portfolio Summary* when a new account is enrolled and when changes are made to your account elections or preferences.
- You may also receive additional communications from us if your account requires attention.

Account Grouping

If you have more than one account in the Program, you may be able to elect to “group” your accounts by common investment goals and receive combined communications for those accounts.

Please note

If you previously selected an alternate debit account or have elected to suppress trade by trade confirmations, you may be asked to sign a new Letter of Authorization (LOA) to retain or change these services and preferences.

What's not changing?

- The Program fee rate won't change.
- The investment strategies available in the Program will continue to be managed by Merrill Lynch's affiliate, Managed Account Advisors, and will continue to be constructed by Merrill Lynch through its GWIM Chief Investment Office.
- The Program will continue to provide a goals-based approach to investing that allows you and a Financial Solutions Advisor to focus on the specific needs and outcomes that matter most to you.
- Periodic reviews with a Financial Solutions Advisor will continue.

Summary of Programs and Services

At Merrill Lynch, you can choose from one or more programs and services, based on your individual objectives, investment style, need for ongoing advice, and your interest in particular investment solutions.

The following pages summarize, for informational purposes only, the type of advice, investments and fees associated with the various programs and services available to you.

	Merrill Lynch Programs and Services	Merrill Edge® Programs and Services
Type of advice and service approach	You and your dedicated Wealth Management Advisor and team will work together to design a personalized financial strategy based on your situation, goals and objectives	You have access to online tools, research and information to make your own investment decisions, or you can access Merrill Edge Financial Solutions Advisors™ to help you pursue your financial goals with selected investment strategies
Key features	<p>With a Merrill Lynch account and relationship, you have access to:</p> <ul style="list-style-type: none"> • Personal advice centered around your personalized financial strategy • A comprehensive range of investment securities and solutions • Estate planning, charitable giving, insurance, and tax planning solutions and services • The Merrill Lynch Investment Advisory Program (MLIAP): <ul style="list-style-type: none"> - A monitored investment advisory program providing fiduciary advice and services for a set fee - A choice of discretion over day-to-day investment decisions - Access to a full range of third party and firm investment solutions 	<p>Depending on your type of Merrill Edge account, you have access to:</p> <ul style="list-style-type: none"> • <i>Merrill Edge Online Investing & Trading</i>: online tools, guidance and research, and trade execution to put your own investing ideas into action • <i>Merrill Edge Guided Investing (MEGI)</i>: an online investment advisory program that delivers fiduciary advice and access to a set of exchange traded fund (ETF) strategies aligned to your needs for a set fee • <i>Merrill Edge Select® Portfolios (MESP)</i>: an investment advisory program that provides fiduciary advice, supported by Financial Solutions Advisors, and offers access to a set of mutual fund/ETF strategies to fit your investment needs for a set fee

Merrill Edge® is available through Merrill Lynch, Pierce, Fenner & Smith Incorporated (MLPF&S), and consists of the Merrill Edge Advisory Center (investment guidance) and self-directed online investing.

MLPF&S is a registered broker-dealer, Member SIPC and a wholly owned subsidiary of Bank of America Corporation (BoFA Corp). Merrill Lynch Life Agency Inc. (MLLA) is a licensed insurance agency and wholly owned subsidiary of BoFA Corp.

Investment products offered through MLPF&S and insurance and annuity products offered through MLLA:

Are Not FDIC Insured	Are Not Bank Guaranteed	May Lose Value
Are Not Deposits	Are Not Insured by Any Federal Government Agency	Are Not a Condition to Any Banking Service or Activity

What programs and services are available?

DEDICATED
ADVISOR

SELF
DIRECTED

Merrill Lynch Investment Advisory Program (MLIAP)¹

Merrill Lynch Brokerage

*New accounts limited to
non-retirement assets²*

Merrill Edge Advisory Programs

*MESP
MEGI*

Merrill Edge Online Investing & Trading

ADVICE & GUIDANCE

**What do I get?
Who can help me make investment decisions?**

You work with your dedicated advisor team to develop an investment portfolio personalized to your goals, with active monitoring of your investments

You work with your dedicated advisor team to receive transaction-based advice and trade execution on a full range of investments

You may hold cash in a “limited purpose” retirement account until you are ready to invest

MESP: You work with a Financial Solutions Advisor to select from a set of investment strategies aligned to your objectives

MEGI: You have online, self-guided access to a set of investment strategies

You have the capability to invest online with access to a range of investments, tools and research to inform your investing

Do I get fiduciary advice?

Yes: Your dedicated advisor team provides fiduciary advice and guidance for your portfolio

No: Your dedicated advisor team provides suitable investment recommendations

Yes: Fiduciary advice is delivered via the online advisory program (MEGI) or Financial Solutions Advisors (MESP)

No: Investment advice is not provided

INVESTMENTS

What can I invest in?

Stocks, fixed income securities, ETFs, mutual funds, UITs, hedge funds, listed options and a full range of third party and firm investment solutions, and discretionary management

Stocks, fixed income securities, ETFs, mutual funds, annuities, UITs, alternative investments, listed options

For retirement accounts: cash deposits may be held

MESP: A set of mutual fund/ETF strategies

MEGI: A set of ETF-based strategies

Stocks, fixed income securities, ETFs, mutual funds and listed options

What are the investment minimums?

No minimum per account, but certain strategies have a minimum investment

No minimum per account

MESP: \$20,000 per account

MEGI: \$5,000 per account

No minimum per account

How do I pay for my investments?

Annual fee based on assets in the account

Transaction fees and/or sales load charges

Annual fee based on assets in the account

Transaction fees and/or sales load charges

IN SUMMARY

What does my choice mean?

Advice, trade execution, ongoing investment monitoring and other fiduciary services from your dedicated advisor team

Access to a full range of investments, including firm and third party investment solutions and discretionary investment services

Paying an asset-based annual fee

Advice and trade execution from your dedicated advisor team

Access to a full range of investments

Paying commissions and/or sales charges on trades and applicable account fees

Advice, related services and communications delivered online (MEGI) or through Financial Solutions Advisors (MESP)

Access to a set of Merrill Lynch managed strategies

Ongoing investment monitoring and rebalancing

Paying an asset-based annual fee

Making your own investment decisions and placing trades using our online resources

Access to a wide range of investments

Paying commissions and/or sales charges on trades and applicable transaction fees

¹ Clients seeking trust services may open Trusteed IRA accounts (TIRAs) with U.S. Trust. U.S. Trust TIRAs may enroll in IAP and BlackRock Sub-advised Strategies and receive certain specialized trust services. Talk to your advisor or a trust specialist for more information. ² Merrill Lynch restricts the use of a brokerage account for investment activity of retirement assets. Retirement cash assets may be held in a limited purpose retirement account.

What are the fees for each type of account?

DEDICATED
ADVISOR

SELF
DIRECTED

**Merrill Lynch
Investment Advisory
Program (MLIAP)¹**

**Merrill Lynch
Brokerage**

*New accounts limited to
non-retirement assets²*

**Merrill Edge
Investment Advisory
Programs**

*MESP
MEGI*

**Merrill Edge
Online Investing &
Trading**

**Annual
account fee**

No: Not applicable

Yes: At a rate of \$125/\$25 per year for CMA master account and sub-account and 0.25% of net assets with \$100/year maximum for IRAs. You may qualify for a waiver of these fees

No: Not applicable

None

**Asset-based
annual fee³**

Yes: At a rate agreed upon between you and your advisor, up to a maximum rate based on client relationship size. All assets are subject to the fee rate, including cash positions

No: Not applicable

MESP: 0.85%

MEGI: 0.45%

No: Not applicable

**Transaction
fees and
commissions
charged by
Merrill Lynch**

No: Not applicable, but certain charges will apply as described in the MLIAP Program Brochure

Yes: For advisor-assisted advice and trades in:

Equities and ETFs: 0.90% - 3.60% of trade value

Options: 3.00% - 6.00% of premium

Fixed Income: 0.50% to 2.50% of notional value, based on bond type

No: Not applicable, but certain charges will apply as described in the MESP and MEGI Program Brochures

Yes: For online trades in:

Equities and ETFs⁴: \$6.95

Options: \$6.95 + \$0.75 per contract

Fixed Income: Price and yield as quoted

THE FOLLOWING MUTUAL FUND FEES ARE CHARGED AGAINST YOUR INVESTMENTS IN THE FUND AND ARE PAYABLE TO MERRILL LYNCH

**Front end
sales charge
or "load"**

No: Fees are covered by the asset-based fee above

Yes: Can incur either an upfront load or one in arrears. Sales charge depends on fund and investment size

MESP: No, fees are covered by the asset-based fee above

MEGI: No, not applicable

Yes: Load and no load share classes are available (see Merrill Lynch Brokerage)

**Ongoing
12b-1 fees**

No: Generally not included in the share class available

Yes: Fee ranges from 0.10% - 1.00%/year depending on share class and fund

MESP: No: Generally not included in the share class available

MEGI: No, not applicable

Yes: Fee ranges from 0.00% - 1.00%/year depending on share class and fund

**Sub
accounting/
shareholder
servicing fees**

Yes: Up to \$21 per position or 0.15% of investment depending on the fund⁵

Yes: Up to \$21 per position or 0.15% of investment depending on the fund

MESP: Up to \$21 per position or 0.15% of investment depending on the fund⁵

MEGI: No, not applicable

Yes: Up to \$21 per position or 0.15% of investment depending on the fund

CERTAIN ACCOUNT & INVESTMENT SERVICES FEES

FEES FOR MUTUAL FUND INVESTING

¹ Clients seeking trust services may open Trusteed IRA accounts (TIRAs) with U.S. Trust. ² Merrill Lynch restricts the use of a brokerage account for investment activity of retirement assets. Retirement cash assets may be held in a limited purpose retirement account. ³ Asset-based annual fee rates for U.S. Trust managed accounts enrolled in MLIAP differ due to the differences in the programs, offerings and services. The annual fee rate applicable to the MLIAP, MEGI and MESP programs do not cover all expenses. There may be additional fees and charges that apply. Please refer to the applicable program documents. ⁴ Other fees may apply. Sell trades are subject to a transaction fee of between \$0.01 and \$0.03 per \$1,000 of principal. There are costs associated with owning ETFs. To learn more about Merrill Edge pricing, visit merrilledge.com. ⁵ Certain retirement accounts may receive a fee rebate.

Important information

This *Summary of Programs and Services* is an overview and is not meant to replace your close review of the terms and conditions of the Merrill Lynch programs available. This Summary does not constitute a modification of the charges, fees and terms set forth in any other account and/or program agreements and disclosures.

Merrill Lynch is both a full service broker-dealer and a registered investment adviser, and offers a wide variety of brokerage and investment advisory products and services. We offer a number of investment advisory services, which include both discretionary and non-discretionary management of your account. As an investment adviser, Merrill Lynch is obligated to act in your best interest, provide specific disclosures and act in accordance with fiduciary obligations as required by applicable law. When you engage Merrill Lynch to provide brokerage services through your advisor, we are obligated to execute transactions in your account as you instruct, deal fairly with you, and make recommendations that are suitable based on your stated risk tolerances, financial needs and investment goals.

In light of recent regulatory changes impacting retirement clients, we have made certain changes to the services and solutions available to our retirement brokerage clients. Your advisor can provide you with information about these changes and any financial impact they may have on how to handle your retirement assets in light of the choices available to you. Merrill Lynch offers a limited purpose brokerage retirement account to enable you to hold cash and conduct limited securities purchase and sell transactions in certain investment products we determine from time to time. Please discuss these limitations with your advisor.

Certain investment portfolio solutions offered in the MLIAP are also offered in other investment advisory programs offered by Merrill Lynch. These other programs include MESP and MEGI. These programs have different service levels and minimum investments. Depending on the MLIAP fee agreed to with your advisor, these programs may have lower program fee rates although without access to a dedicated advisor or MLIAP services.

Fee ranges are provided for informational purposes only. The fee information included in this Summary does not cover all available investment types or solutions. They have their own payment schedules. In addition, there are other fees and charges that apply to securities activities in your account. Certain commissions may be discounted by your advisor. Individual circumstances will determine commission prices and whether you qualify for any waivers or discounts.

Please note that while the MEGI strategies invest primarily in ETFs, clients in certain strategies can elect to have their cash allocation invested in a money market mutual fund and thus may pay certain money market fund fees. To learn more about Merrill Edge pricing, visit merrilledge.com/pricing.

Only qualified clients may invest in certain alternative investments, like hedge funds and private equity funds.

Mutual funds are offered in various share classes that have different fees and expenses. The share classes available for purchase vary among the Merrill Lynch investment programs and account offerings. Many mutual funds offer various sales charges, discounts or waivers depending on the terms of the relevant prospectus. Because fees change frequently and are sometimes waived, you should examine the fund prospectus carefully for specific information before investing. In addition, please review the *Mutual Fund Investing at Merrill Lynch Brochure*, which is provided to you at account opening and can be obtained from your advisor.

If you choose to invest in one of the programs offered by Merrill Edge after receiving this document, your advisor will receive compensation based on the account's value.



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Merrill Edge Advisory Center

Merrill Edge Advisory Account Client Agreement Section 1: Client Summary



CLIENT SUMMARY

Please keep for your records

The terms of the Agreement as set forth on pages A-1 to B-12 are effective beginning on the effective date described in Section 17 (Additional Contractual Matters) under the sub-heading “Full Agreement” until the Transition Date, and that the terms of the Agreement as set forth on pages C-1 to C-9 are effective commencing on the Transition Date. The Transition Date is on or about July 21, 2017.

Managed Account Advisors LLC is a registered investment adviser and wholly owned subsidiary of Bank of America Corporation. Merrill Lynch, Pierce, Fenner & Smith Incorporated is a registered broker-dealer and registered investment adviser, and a wholly owned subsidiary of Bank of America Corporation.

Merrill Lynch makes 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.

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	Are Not Bank Guaranteed	May Lose Value
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Merrill Edge Advisory Account Client Agreement

Section 1: Client Summary

The Merrill Edge Advisory Account Client Agreement (this “Agreement”) sets forth the terms and conditions of the Merrill Edge Advisory Account relationship between you and Merrill Lynch for each of your Accounts identified below or identified in a separate notification to you.

Section 1 of the Agreement

Client Name(s): _____

Reason for update (if applicable): _____

Client Summary Date: _____

Your Acknowledgement

This Section 1 of this Agreement, also referred to as the “Client Summary,” reflects all the Portfolios that you have selected as of the date above. Capitalized terms used in this Client Summary and elsewhere in this Agreement are defined in the Glossary at the back of this Agreement.

Your Elections

You agree that your initial direction below will apply to all of your Accounts in the Merrill Edge Advisory Account program (the “Program”), including any changes to Portfolios selected by you.

Trade Confirmations

OPTIONAL (CHECK HERE ONLY IF YOU DO NOT WANT TO RECEIVE SEPARATE TRADE-BY-TRADE CONFIRMATIONS).

By checking the box, you direct Merrill Lynch not to mail separate trade-by-trade confirmations to you for transactions effected in any of your Accounts, except as required by applicable law. You understand that this information will be provided to MAA, and you will be sent such information as required by law. You will not pay a different fee based on this decision, and this direction is not a condition for entering into or continuing participation in the Program. This designation may be rescinded at any time by written notice to Merrill Lynch with respect to any Account covered by this Agreement.

Merrill Edge Advisory Account Client Agreement

Section 1: Client Summary

By signing this Agreement, you:

- (1) acknowledge that the terms of the Agreement as set forth on pages A-1 to B-12 are effective beginning on the effective date described in Section 17 (Additional Contractual Matters) under the sub-heading “Full Agreement” until the Transition Date, and that the terms of the Agreement as set forth on pages C-1 to C-9 are effective commencing on the Transition Date. The Transition Date is on or about July 21, 2017;
- (2) acknowledge that, in accordance with Section 18, on page B-9 of this Agreement, and Section 9 on page C-5, you agree in advance to arbitrate all controversies involving Merrill Lynch that may arise out of or relate to this Agreement;
- (3) acknowledge receipt of the Disclosure Statement;
- (4) acknowledge that you have elected the Program based on your preferences and/or interest in obtaining on-going advice from a Financial Solutions Advisor, access to asset monitoring services and investment management solutions and services, including those provided by a Financial Solutions Advisor or Merrill Lynch. You understand the fees associated with the Program as described in the Brochure that Merrill Lynch receives under the Program and that the Program Fee rate that you have agreed to for your Account is reflected in the Client Agreement;
- (5) acknowledge receipt of the Portfolio Summary for each Portfolio that you select for your Account, which you have read carefully, and acknowledge that you understand that you may be able to obtain investment solutions that are the same or similar to the Portfolios offered in the Program through other investment advisory programs or services sponsored by Merrill Lynch or Affiliate channels at a lower or higher cost than the Portfolios in this Program;
- (6) acknowledge that neither the Investor Profile Questionnaire nor any Portfolio Summary makes or implies any guarantee about the attainment of the investment and return objectives set forth therein;
- (7) acknowledge that if you have selected Portfolios that, together with your other assets, result in a total asset allocation that differs from the target allocations indicated in “Your Investor Profile,” then you have considered this difference and understand the additional risks that may arise from your selection, and you understand that you should discuss any related questions that you may have with a Financial Solutions Advisor;
- (8) acknowledge that Merrill Lynch, including Financial Solutions Advisors, and its affiliates may have certain conflicts of interest, as described in the Disclosure Statement, with respect to their activities relating to this Agreement and the securities, Funds and other investment products made available to you through the Program;
- (9) if your Account is a Retirement Account, in addition to the materials described in Paragraphs 2 and 3 above, you have received, read and understand the accompanying Retirement Account Addendum, which includes our ERISA Section 408(b)(2) fee disclosure, if applicable. You agree that the Retirement Account Addendum, together with this Agreement and Brochure, provides sufficient information and disclosures for you to evaluate the reasonableness of services provided and compensation received by Merrill Lynch under the Program. For Retirement Accounts that have transferred or enrolled assets to a Program Account upon the recommendation of a Financial Solutions Advisor, you agree to the terms, conditions and limitations that apply to the recommendation, as specified in the Retirement Account Addendum. You understand the special considerations relating to Retirement Accounts as specified in the Retirement Account Addendum;
- (10) understand and acknowledge that if you elected the “no sweep” option for the cash balances held in your Account, the Account fee will be charged on any cash balance held in your Account even though you are not earning any interest or dividends on that cash, and that may create a conflict between you and us; and
- (11) acknowledge receipt of a copy of this Agreement and agree to be bound by the terms and conditions hereof.

If you checked the box under “Trade Confirmations” on page A-2 or page C-9, you have elected not to receive trade-by-trade confirmations, except as required by applicable law. Such election may be rescinded at any time upon written notice to Merrill Lynch for any of your Accounts.

CLIENT SIGNATURE

DATE

PRINT NAME

TITLE

Merrill Edge Advisory Account Client Agreement

Section 1: Client Summary

CLIENT SIGNATURE

DATE

PRINT NAME

TITLE

ACCEPTED BY MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

DATE

ACCEPTED BY MANAGED ACCOUNT ADVISORS LLC

DATE

REVIEWED BY ADMINISTRATIVE MANAGER

DATE

[The Client Summary continues on page A-5.]

Merrill Edge Advisory Account Client Agreement

Section 1: Client Summary

Your Account Fee

The Merrill Edge Advisory Account fee rate applicable to your Accounts is set forth below. Please see Section 10 of this Agreement for additional information regarding Account fees.

Account Fee

Assets

Your Fee Rate (%)

Assets	Your Fee Rate (%)
All Assets in the Merrill Edge Select Portfolios	0.85%

Merrill Edge Advisory Account Client Agreement

Section 1: Client Summary

Your Investor Profile

Your Investor Profile represents your overall risk tolerance, as indicated by your responses to your Investor Profile Questionnaire, which should take into account all of your investment assets held at and outside of Merrill Lynch.

	Target Allocations		
	Equities	Fixed Income	Cash
<input type="checkbox"/> Conservative. For investors who are predominately risk averse. Primary focus is on portfolio stability and preservation of capital. Investors using this model should be willing to achieve investment returns (adjusted for inflation) that are low or, in some years, negative, in exchange for reduced risk of principal loss and a high level of liquidity. A typical portfolio will be heavily weighted toward cash and fixed income investments.	20%	55%	25%
<input type="checkbox"/> Moderately Conservative. For investors who are somewhat risk averse. Primary focus is to achieve a modest level of portfolio appreciation with minimal principal loss and volatility. Investors using this model should be willing to absorb some level of volatility and principal loss. A typical portfolio will include primarily cash and fixed income investments with a modest allocation to equities.	40%	50%	10%
<input type="checkbox"/> Moderate. For investors who are willing to take a moderate level of risk. Primary emphasis is to strike a balance between portfolio stability and portfolio appreciation. Investors using this model should be willing to assume a moderate level of volatility and risk of principal loss. A typical portfolio will primarily include a balance of fixed income and equities.	60%	35%	5%
<input type="checkbox"/> Moderately Aggressive. For investors who are willing to take a fair amount of risk. Primary emphasis is on achieving portfolio appreciation over time. Investors using this model should be willing to assume a high level of portfolio volatility and risk of principal loss. A typical portfolio will have exposure to various asset classes but will be primarily weighted toward equities.	70%	25%	5%
<input type="checkbox"/> Aggressive. For investors who are willing to take substantial risk. Primary emphasis is on achieving above-average portfolio appreciation over time. Investors using this model should be willing to assume a significant level of portfolio volatility and risk of principal loss. A typical portfolio will have exposure to various asset classes but will be heavily weighted toward equities.	80%	15%	5%

What is the value of assets you plan to invest in the Program? \$ _____

What percentage of your overall investment assets do these assets represent? _____%

**The Merrill Edge Advisory Account Client Agreement
continues with Section 2, which begins on page B-1**

Merrill Edge Advisory Center

Merrill Edge Advisory Account Client Agreement
Sections 2 to 18 of the Client Agreement



CLIENT AGREEMENT

CLIENT COPY

Merrill Edge Advisory Account Client Agreement

2. What This Agreement Contains

This Agreement defines the relationship between you and Merrill Lynch in connection with the investment of your assets through the Merrill Edge Advisory Account program (the "Program"). The Program is an investment advisory platform designed to help you meet your investment objectives. You may have more than one Account in the Program with different features and services, as described below.

You should understand that this Agreement is between you and two separate Merrill Lynch companies, MAA and MLPF&S, both of which are wholly owned subsidiaries of Bank of America Corporation. When we refer to "Merrill Lynch" in this Agreement, we may mean either MAA or MLPF&S, or both, depending on the service or services being provided. The Disclosure Statement describes the services that we provide in greater detail and contains other important information about the Program and your Account. Other capitalized terms used in this Agreement are defined in the Glossary at the back of this Agreement.

3. About the Merrill Edge Advisory Account

Your assets will be invested in a Portfolio that consists of a combination of Funds made available through the Program now or in the future. Each Account included on the Client Summary, or identified in a separate notification sent to you, will be covered by this Agreement. If you would like additional information about the Program or have questions about any of your Accounts, please ask a Financial Solutions Advisor or refer to the Disclosure Statement.

4. Your Accounts and Investment Objectives

You have furnished Merrill Lynch with information regarding your circumstances and investment objectives, as well as any reasonable investment restrictions that you have imposed on the management of each of your Accounts. If you have selected to restrict investments, you accept any effect such restrictions may have on the investment performance and diversification of the Portfolio in your Account. You understand that the portfolio of a Fund cannot be governed by any restrictions or other information provided by you. Consequently, your ability to restrict investments in your Account will be limited.

You represent that your information in the Client Summary or as may be provided in a separate

notice, as well as your responses to the Investor Profile Questionnaire, are accurate and complete in all material respects. You agree that it is your responsibility to promptly notify a Financial Solutions Advisor of any material changes to the information furnished by you. You understand that Merrill Lynch will not be required to verify the accuracy of your information and is relying on such information in managing your assets.

The target allocations associated with your overall risk tolerance, as indicated in "Your Investor Profile" in the Client Summary, are designed to assist you in selecting Portfolios. If you select Portfolios that, together with your other assets, result in an overall risk tolerance different from the target allocations reflected in "Your Investor Profile," then you acknowledge and understand that your selection may affect the achievement of your investment objective and additional risks may arise from making such investment decisions, which you fully assume.

5. Your Investment Selections

You have retained Merrill Lynch to perform investment advisory services for your Account. You may select from among a number of Portfolios consisting of Funds. Merrill Lynch, in its sole discretion, will determine the manner and extent to which Portfolios and Funds included in such Portfolios will be made available to you through the Program, including when a Portfolio or Fund will no longer be offered or will be restricted or restructured in its offering under the Program. Any securities issued by Merrill Lynch or its Related Companies (other than Related Funds), as well as other categories of securities indicated in the Disclosure Statement, will generally not be eligible for investment through the Program. Merrill Lynch will provide you with a Portfolio Summary for each Portfolio and a prospectus or other disclosure document for each Fund in a Portfolio, made available to you through the Program, which you should read carefully to understand the relevant objectives, styles and risks and, in the case of the Portfolio Summary, the role of MAA in implementing the Portfolio, and any related Account requirements with respect to the Portfolio. You agree that your Client Summary, or other notice, accurately represents each of the Portfolios that you have selected for each of your Accounts.

6. Services

As part of the services in the Program, Merrill Lynch will provide, and your Account fees will cover, among other things, client profiling, ongoing Portfolio due diligence (including identification of Portfolios

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and Funds available for your selection), performance reporting, services of Financial Solutions Advisors, discretionary management of Portfolios, and various securities trading, allocation and processing functions for your Account, which will include: (i) investing the initial cash and securities deposited in your Account; (ii) monitoring available cash, contributions and distributions in your Account; (iii) processing all contributions, withdrawal requests and Account terminations; (iv) periodically reviewing your Account for rebalancing, if applicable; (v) preventing the purchase of securities that you have restricted from your Account, if any; (vi) implementing your tax selling instructions, if any; and (vii) taking such administrative actions as are reasonably necessary to effectuate the intents and purpose of this Agreement.

7. Funding and Operation of Your Account

FUNDING YOUR ACCOUNT

You may fund your Account by depositing cash and/or securities acceptable to Merrill Lynch. If any of the securities cannot be held as part of the Portfolio that you selected or are otherwise ineligible to be held in your account, then you authorize and direct Merrill Lynch to liquidate those securities on your behalf as promptly as practicable, including by redeeming any Fund shares, if applicable. Merrill Lynch will not act as a fiduciary or an investment adviser in connection with any such transactions, but is entitled to charge a commission for the sale of such securities and/or execute a principal trade for such sale, and in doing so, may retain this compensation. Depending on the type of security involved, these liquidations may cause you to incur taxable gains or losses or to pay applicable fees or charges. You should review the potential tax consequences of these liquidations with your tax advisor before funding your Account with securities.

You should consider all relevant factors before contributing any Fund shares to your Account, including the fact that in the case of mutual funds, you may have paid a front-end sales charge and that any applicable contingent deferred sales charges or redemption fees will remain your responsibility and will be payable by you in addition to your Account fees. If you contribute Fund shares to your Account, you represent that you have held such Fund shares for at least sixty (60) days or purchased such Fund shares at net asset value.

These provisions apply to both initial and any subsequent contributions of securities and/or Fund shares to your Account.

You agree to notify Merrill Lynch at least five business days prior to withdrawing funds or securities from your Account. You understand that you may not be able to withdraw and hold Fund shares of the same class held through the Program outside the Program. You understand that frequent withdrawals from your Account may affect the achievement of investment objectives with respect to the applicable Portfolio. Additions of assets to your Account do not require advance notice.

CUSTODY OF YOUR ASSETS

You authorize Merrill Lynch and its affiliates to act as custodian for the assets held in your Account, which will be maintained as described in the Disclosure Statement. You agree to open any necessary securities accounts and execute the applicable Merrill Lynch securities account agreements. If you already have an existing Merrill Lynch securities account ("existing account") and you instruct us to open a similar type of account for the Program ("new account"), the agreement and related documentation for your existing account will apply with full force and effect to your new account.

SWEEP OPTION

Any cash allocations and cash balances in your Account, including cash to be utilized as part of an asset allocation, will automatically be invested or "swept" in accordance with the cash sweep option that you may have selected in the underlying securities account agreement for your Account. Depending upon the type of your securities account, cash allocations and cash balances will be swept to one or more individual bank deposit accounts bearing a reasonable rate of interest at a Merrill Lynch Bank, accounts in Related or Unrelated Money Market Funds, or another available cash option. Merrill Lynch and/or our Affiliate will receive compensation from the depository institution, including any depository institution affiliated with us. Assets held in Money Market Funds are subject to the Money Market Fund's fees and expenses. Certain of these fees and expenses may be payable to Merrill Lynch or a Related Company, which may act in a variety of capacities. These fees and expenses are paid by the Money Market Fund but are ultimately borne proportionately by each investor. These fees and expenses and the compensation from depository institutions will be in addition to, and will not reduce, the Account fees payable under this Agreement, except as required by law.

You may have selected the no sweep option for cash balances in your underlying securities account agreement for your Account. With the no sweep option, your cash balances will remain in your

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Account until they are needed to satisfy any debits (due to securities purchases or other transactions) in your Account and will not earn interest or dividends. You should understand that Merrill Lynch will continue to charge the MEAP Account fee on the cash held in your Account even though you are not earning any interest or dividends on that cash and that may create a conflict between you and us.

Please see the Disclosure Statement for additional details regarding the allocation to cash and investment of cash balances and related conflicts of interest.

EXECUTION SERVICES

Your Account fees cover execution services for all transactions effected in your Account, except as indicated in Section 10 ("Your Account Fees") of this Agreement. You authorize and direct that all transactions in your Account be, except as provided below, effected by or through MLPF&S or its Affiliates, acting as agent or, to the extent permitted by law, as principal. Notwithstanding this direction, if MLPF&S or its Affiliates cannot effect a transaction on your behalf, you authorize and direct Merrill Lynch to effect the transaction through an Unaffiliated Investment Firm. You also understand that the direction by you to use MLPF&S and its Affiliates may result in less advantageous execution, including greater spreads (the difference between the bid and the offer price) or less favorable net prices, than if an Unaffiliated Investment Firm were to execute the transaction.

By signing this Agreement, you appoint MAA to act as your agent and attorney-in-fact with such power and authority, as described above, to buy, sell or otherwise effect transactions in stocks, options, bonds and any other securities or other property, in whole or in part, on margin if contemplated by a Portfolio that you select, for your Account and in your name. You authorize Merrill Lynch to establish accounts with Unaffiliated Investment Firms, as necessary, for the purpose of effecting transactions in your Account in accordance with applicable law.

Mark-ups or mark-downs that are not treated as commissions and that are payable to Unaffiliated Investment Firms (including on fixed-income or over-the-counter transactions in which MLPF&S or its Affiliates act as agent) are not covered by Account fees and will be paid by you rather than Merrill Lynch.

You understand that in effecting transactions for your Account, MLPF&S and its Affiliates will be acting exclusively as a broker-dealer.

You will be sent a copy of the prospectus or disclosure document, if applicable, for each asset purchased for your Account, as required by applicable law.

TRANSACTIONS IN YOUR ACCOUNT

Merrill Lynch will not charge a commission on agency transactions in your Account. You agree that there may be instances in which we or an Affiliate may act as principal in effecting an investment transaction for your Account, in accordance with applicable law. If we or an Affiliate effects a principal transaction for your Account, we will not charge a mark-up or mark-down. However, principal transactions may be subject to a spread, underwriting fee or selling concession, which may result in additional compensation or other benefit to us or an Affiliate. You authorize transactions for your Account to be effected on a stock exchange by MLPF&S or an Affiliate, as appropriate.

You agree that there may be instances in which we or our Affiliate will have the opportunity to act as agent for both buyer and seller in a transaction for your Account, in accordance with applicable law. This is called an "agency cross." Since we or our Affiliate will generally receive compensation from each party to an agency cross transaction, there is a potential conflict between the responsibilities and loyalties to you and the other party to the transaction. Except where prohibited by law, by signing this Agreement, you give us permission to engage in agency cross transactions for your Account. You may revoke your consent at any time by notifying a Financial Solutions Advisor and MAA in writing.

You agree that from time to time we or our Affiliate may cause your Account to engage in a transaction for the purchase or sale of a security with another client, in accordance with applicable law. We or our Affiliate would do so only when the transaction is determined to be in the best interest of each party, and neither we nor our Affiliate would receive any compensation in connection with the transaction.

Merrill Lynch may, but is not required to, aggregate orders for the sale or purchase of securities for your Account with orders for the same security for Merrill Lynch's other clients, proprietary accounts, or the accounts of its employees and/or related persons, without your prior authorization. In such cases, each account in the aggregated transaction will be charged or credited with the average price and, when applicable, its pro rata share of any fees.

TRADE CONFIRMATIONS

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As directed by you in the Client Summary or other writing, MLPF&S will send confirmations for transactions effected in your Account (or the information contained therein) to you or, as applicable, MAA in accordance with applicable law.

PROXY VOTING AND OTHER LEGAL MATTERS

Merrill Lynch will not vote or advise you about the voting of proxies for the securities held in your account. Similarly, Merrill Lynch will not act for or advise you regarding legal proceedings, including bankruptcies or class actions, involving securities held in your account. Any information or documents received for distribution to clients with regard to the above will be sent to you. Merrill Lynch will also promptly send to you all proxies and related shareholder communications for the securities held in your account. With respect to corporate actions not requiring a proxy vote, you direct MAA to respond to such corporate actions, including reorganizations, with respect to securities held in your Account. If your Account is subject to the provisions of ERISA, you represent that plan documents and applicable law authorize voting authority to be reserved to the trustee(s) either in the discretion of the trustee(s) or pursuant to the discretion of a named fiduciary. To the extent that instructions regarding the voting of proxies are not received and as permitted by law, Merrill Lynch will comply with the rules of the SEC and any applicable self-regulatory organizations relating to such matters.

8. Selection Changes or Additions

You may change or add a Portfolio, subject to approval by Merrill Lynch, by contacting a Financial Solutions Advisor. Merrill Lynch will implement any approved change or addition to the Portfolio that you select as soon as reasonably practicable.

If a Portfolio or a Fund included in a Portfolio is no longer offered or included in the Program, you grant Merrill Lynch the authority to select a replacement that it believes to be appropriate.

There is no guarantee that Merrill Lynch will select replacements that are substantially similar to the Portfolio or Fund that is no longer being offered or included.

9. Your Statements and Performance Reports

You will be furnished account statements and performance measurement reports regarding your Account on a periodic basis. You should carefully review all such materials and promptly report any discrepancies to a Financial Solutions Advisor.

Financial Solutions Advisors are available to review and discuss the status of your Account.

10. Your Account Fees

For the services provided under this Agreement, you agree to pay Merrill Lynch your Account fees, at the annual rate of 0.85% of all the assets (including any allocations to cash and cash alternatives) in your Account. Your Account fees are payable quarterly in advance.

Because the Account fees paid in advance will be based on an estimate, there will be a quarterly adjustment that could result in you paying a higher amount or receiving a credit because of changes in your Account due to market movements, contributions, withdrawals or the selection of a different Portfolio. Information about the Account fee rate, how your Account assets are valued, and how your Account fees are calculated and charged to your Account is included in the Disclosure Statement.

You will be responsible for paying the full amount of your Account fees, regardless of whether you use all the services provided under this Agreement. Your Account fees do not cover any (i) mark-ups or mark-downs by executing broker-dealers (including on fixed income, foreign ordinary securities, ADRs or other over-the-counter transactions in which MLPF&S or its Affiliate acts as agent) or spreads, underwriting fees or selling concessions with respect to any principal transaction effected by us or our Affiliate; (ii) transfer taxes; (iii) exchange or similar fees (such as for ADRs) charged by third parties, including issuers, and fees required by the Securities and Exchange Commission; (iv) electronic fund, wire and other account transfer fees; (v) fees and expenses incurred by any Fund purchased for your Account, including commissions and other transaction related charges incurred by a Fund, even if Merrill Lynch or a Related Company effects these transactions for the Fund; (vi) Fund redemption fees and contingent deferred sales charges; and (vii) any other charges imposed by law or otherwise agreed to by you and Merrill Lynch with regard to your Account. You will pay the public offering price on securities purchased from an underwriter or dealer involved in a distribution.

You agree as follows: (i) unless otherwise agreed to by you and us, your Account fee (and any other fees payable by you under this Agreement) will be deducted directly from your Account; (ii) we are authorized to deduct your Account fees from the assets held in your Account, to the extent permitted by law, if full payment has not been timely received

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or, if earlier, at the time this Agreement is terminated; (iii) your Account fees will be payable, unless otherwise indicated, first from the liquidation or withdrawal by us of your shares of any Related Money Market Funds or balances in any money market or bank deposit account, which you authorize, and second from free credit balances, if any, in your Account, and to the extent that such assets are insufficient to satisfy payment of such fees, you will be billed by us; (iv) you will make timely payment of all amounts due to us under this Agreement; (v) to the extent permitted by law, all assets in your Account or otherwise held by Merrill Lynch or its Affiliate for you will be subject to a lien for the discharge of your obligation to make timely payment to us of your Account fees (and any other fees payable by you under this Agreement), and you authorize us to sell assets in your Account to satisfy this lien.

You may be able to pay your Account fees from assets held outside your Account. Please contact a Financial Solutions Advisor for additional information.

11. Funds and Related Investing

You understand and agree that your Account may invest in shares of, or interests in, Funds, including Related Funds. As a Fund shareholder, you, along with other shareholders of the Fund, will bear a proportionate share of the Fund's expenses including, as permitted by applicable law, certain management and other fees that may be payable to Merrill Lynch, a Related Company or their respective Affiliate. Please see the Fund's prospectus or other disclosure document for a description of its fees and expenses. Unless fees and expenses are credited against your Account fees, you will indirectly pay, through the Fund's net asset value, your proportionate share of the Fund's costs for services that may be similar to, or duplicative of, services rendered as part of the Program and paid for directly through your Account fees.

Merrill Lynch or its Affiliate will receive sub-accounting fees for services provided in connection with any mutual fund shares held in your Account from the mutual fund or a fund service provider or its Affiliate, as described in the Program Disclosure Statement, which is compensation to us or our Affiliate separate and apart from your Account fee. Merrill Lynch, a Related Company or their respective Affiliates may receive investment management fees paid by the Funds held in your Account.

RETIREMENT ACCOUNTS

With respect to a Retirement Account, the sub-accounting fees received by Merrill Lynch or its Affiliate from the mutual fund or a fund service provider or its Affiliate will be credited to the Retirement Account on a periodic basis. In addition, the pro rata share of any Rule 12b-1 fee under the Investment Company Act of 1940 paid by the mutual fund to Merrill Lynch or its Affiliate will be credited to the Retirement Account on a periodic basis, as required by applicable law. If a Retirement Account holds shares of a Related Fund, Merrill Lynch shall also credit your account with the advisory, management or similar fee paid by each Related Fund to Merrill Lynch or its Affiliate, as required by applicable law. Similarly, if cash allocations or cash balances in a Retirement Account are swept to one or more Related Money Market Funds, then any advisory fees paid by each Related Money Market Fund to its adviser will be credited to the Retirement Account on a periodic basis, as required by applicable law.

If you are a Retirement Account client, you (i) acknowledge receipt of the prospectus or other required disclosure document for any Related Fund included in a Portfolio that you selected and for any Related Money Market Fund, (ii) represent that you are independent of and unrelated to Merrill Lynch and its Affiliates, and (iii) approve the investment management and other fees paid by any Related Fund and Related Money Market Fund held in your Retirement Account in relation to the Account fees payable pursuant to this Agreement. You may revoke or modify the approval reflected in the prior sentence at any time by notifying a Financial Solutions Advisor. Such notice should include instructions regarding the disposition of the proceeds of the sale of such Related Fund and Related Money Market Fund shares then held in your Retirement Account.

12. Risks, Conflicts of Interest and Tax Matters

You acknowledge that all transactions in your Account are subject to market risk and that investment performance of any kind can never be predicted or guaranteed. Merrill Lynch makes no representations or warranties under this Agreement with respect to the present or future level of risk or volatility in your Account, or any Fund's future performance or activities. You understand that you could lose all or a portion of the amount of assets held in your Account. You acknowledge that Merrill Lynch, including Financial Solutions Advisors, and its Affiliates may have certain conflicts of interest with respect to our or their activities relating to this Agreement and the Funds, and other securities and

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other investment products made available to you under the Program.

You understand that Merrill Lynch may cause your Account to purchase investment products for which Merrill Lynch, a Related Company or their Affiliates may receive certain additional economic benefits. These and other conflicts of interest are described in detail in the Disclosure Statement. You are responsible for all tax liabilities arising from transactions in your Account. You understand that we do not, and will not, offer tax advice to you on any such issues, and you are strongly encouraged to seek the advice of a qualified tax professional. We will not be responsible for making any tax credit or similar claim or any legal filing (including but not limited to proofs of claim) on your behalf.

13. Closing Your Account and/or Terminating This Agreement

Either you or Merrill Lynch may terminate this Agreement at any time upon written notice to the other party, which notice will be effective when received. You also may terminate any of your Accounts subject to this Agreement by giving Merrill Lynch notice of such termination. Upon termination of an Account or this agreement, a pro rata adjustment to your fees for the remainder of the billing period will be made, which may result in a refund or require you to pay us any remaining fees due for the partial billing period. Termination of an Account will not affect the management of any other Accounts you may have that you are not also terminating. Upon termination of this Agreement or an Account, you (or the legal representatives of your estate) will have the sole responsibility for the investment of assets in your Account.

In addition, upon termination, your Account(s) will convert to a commission-based securities account(s), unless you advise us otherwise. For Retirement Account(s), such account(s) may be subject to limitations and restrictions as set forth in the securities account agreement.

Notwithstanding any instructions to the contrary, certain Funds held in your Account pursuant to a certain Portfolio will be automatically liquidated or redeemed, as described in the applicable prospectus or other disclosure document upon termination of the Agreement or closing of your Account that holds such Funds. Such liquidation or redemption will generally be effected by the close of the next business day following termination. Termination of your Account will be effective following the liquidation of such Funds, and the

completion of other processes that may be required to terminate the Account.

Your disability or incompetency will not automatically terminate or change the terms of this Agreement. Upon notification of the death of a client, this agreement shall terminate immediately. Your properly appointed guardian, attorney-in-fact or other authorized representative may terminate this Agreement, effective upon our receipt of written notice. Termination of this Agreement will not affect or preclude the consummation of any transaction previously initiated for your Account nor will it affect any portion of your Account fees due for services rendered under this Agreement.

14. Representations and Acknowledgments

If you are a company, government, trust, estate, plan or other entity, or a custodian acting on behalf of a minor, you represent and warrant that (i) you, in accordance with your governing documents and/or applicable law, have full and unrestricted authority to delegate investment discretion to Merrill Lynch; (ii) you (and the person entering into this Agreement and trading on your behalf) have full power, authority and capacity to enter this Agreement and it constitutes a legal, valid and binding obligation on you; (iii) neither you nor your Account is subject to the Investment Company Act of 1940; and (iv) your governing documents and/or applicable law authorize and permit all of the arrangements contemplated by this Agreement. In addition, you agree to notify us of any material change to your governing documents relating to this Agreement. If you are an individual, you represent and warrant that you have reached the age of majority.

You understand and acknowledge that your investment advisory relationship with us pursuant to this Agreement is strictly limited to the investment advisory services described in this Agreement, and does not extend to any other investment advisory, brokerage or other arrangements or services that you may have entered into with us or any other Related Company. Any such arrangement will be separate and apart from any relationship created by this Agreement and you must enter into a separate agreement or arrangement in order to obtain such services.

You understand and acknowledge that the services and investments available through the Program, including Funds, may be obtained through other Merrill Lynch programs or services, on a separate or combined basis. These other Merrill Lynch programs or services may provide you with similar services

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and investments at fees that may be lower than your Account fees payable under this Agreement. You acknowledge that it is your responsibility to review these other services or investments with a Financial Solutions Advisor to determine whether they are more appropriate for you than the Program.

You understand and acknowledge that Merrill Lynch shall not have any responsibility to review, monitor or adhere to any investment policy statement or similar document relating to your Account and that adherence to such investment policy statement or similar document is solely your responsibility.

You acknowledge that you have received, read and understood the Program Disclosure Statement (ADV Part 2A), your Financial Solutions Advisor's and other Brochure Supplements (ADV Part 2B), if applicable, and this Agreement and agree to the terms of this Agreement. You also agree to the disclosures in the Disclosure Statement, as may be amended from time to time. You also acknowledge that you have received a copy of Bank of America's Privacy Policy.

You acknowledge that the advisory services described herein are not insured or otherwise protected by the Federal Deposit Insurance Corporation or any other government agency; are not an obligation of any bank or any affiliate of Merrill Lynch; are not endorsed or guaranteed by Bank of America, N.A., Merrill Lynch, any bank or any affiliate of Merrill Lynch; and involve investment risk, including possible loss of principal.

You represent and acknowledge that you have carefully reviewed the Portfolio Summary for each Portfolio that you selected and, after this review, consent to the investment of all or a portion of your assets in such Portfolio. While Merrill Lynch believes the information in the Portfolio Summary is reliable, to the extent it was prepared in reliance on information provided by a third party, its accuracy cannot be assured.

Except as provided in this paragraph, you represent and warrant that any assets held in your Account for management under this Agreement are free from any lien, charge or other encumbrance (other than a lien, charge or other encumbrance in favor of Merrill Lynch or its Affiliates). You agree that such assets will remain so, unless you first notify us and we agree. You agree to notify us in writing prior to effecting loans secured by securities in your Account (including loans by our Affiliates) (commonly referred to as "collateralizing"). We will not provide advice on or oversee any of your collateral arrangements. You agree that the terms of this Agreement will prevail in

the event of any conflict with your collateral arrangements, and you represent and warrant that you have disclosed to any lender the terms of this Agreement. You represent and warrant that there are no specific securities in your Account that must be held as collateral to secure your loan. You acknowledge that you are aware of the adverse effects of collateralizing your Account, including, but not limited to, the fact that the lending institution may require additional collateral or liquidation of securities held in your Account to meet a call, as well as the related tax consequences. You agree and undertake to promptly notify us of any default or similar event under your collateral arrangements as defined in the respective collateral arrangements.

You acknowledge that you are not permitted under the Program to engage in the market timing of Funds, and you agree that you will not engage in any such activity through your Account.

15. ERISA Plans

If you are a participant or beneficiary exercising control over your Account in an ERISA Plan that is designed to meet the requirements of section 404(c) of ERISA:

a. The ERISA Plan's governing documents and instruments provide that you may appoint an "investment manager" as defined by ERISA or otherwise provide for an agent to provide investment instructions for your Account;

b. The person executing this Agreement is a "named fiduciary", as defined by ERISA, authorized to appoint an investment manager or otherwise authorized to enter into this Agreement, and hereby appoints MAA as an investment manager under ERISA or agent with respect to your Account; and

c. All provisions of this Agreement and all activities that Merrill Lynch is being asked to conduct under this Agreement are in accordance with such governing documents and instruments.

d. You have a fiduciary responsibility to use Retirement Account assets exclusively in the interest of participants and beneficiaries (in their capacity as participants and beneficiaries and not personally). You have made an independent determination that the Program and its Services are suitable and appropriate for the Retirement Account(s) and that the applicable fees are reasonable for the available transaction or non-transaction services.

e. You agree that you will not use any advice or

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recommendations provided within the Program for any other accounts that you may hold.

- f. If your Retirement Account invests in shares of Related Funds, including Related Funds that are money market funds, you:
- Acknowledge receipt of the prospectuses or other required disclosure documents for the Related Funds;
 - Represent that you are independent of and unrelated to Merrill Lynch and our Affiliates and have made or will make an independent determination that the Related Funds are suitable and appropriate for the Retirement Account(s); and
 - Approve the investment advisory and other fees paid by the Related Funds in relation to the fees payable pursuant to this Agreement.

16. Merrill Lynch Acknowledgments

Each of MLPF&S and MAA acknowledges that it is subject to fiduciary responsibilities under the Advisers Act with respect to the investment advisory services provided pursuant to this Agreement.

17. Additional Contractual Matters

AMENDMENTS

We have the right to amend this Agreement, including the Client Summary, by modifying or rescinding any of its existing provisions or by adding new provisions, by sending written notice, along with a copy of the amended provision, to you in advance of the effective date of the amendment (other than as specifically provided in Section 8 (“Selection Changes or Additions”)), and your continued acceptance of services under this Agreement will be deemed consent to the amendment.

ANTI-MONEY LAUNDERING

You agree that you will provide us with any additional information that we may request in the future to perform our anti-money laundering obligations under applicable laws.

CUSTODIAL ACCOUNT FOR MINOR

If your Account is a custodial account for a minor established under the Uniform Transfers to Minors Act or Uniform Gifts to Minors Act (or similar statutes), you agree that we may rely on your actions and instructions without further inquiry, and to indemnify us for any loss or costs, including legal fees, arising from claims concerning the above.

CONFIDENTIALITY AND PRIVACY

We will treat confidentially, by not disclosing to persons unaffiliated with us, information furnished by you to us without your consent except incident to a subcontract or service contract entered into by us to assist us in performing services hereunder; in connection with an audit or regulatory examination by federal or state regulators; or as may otherwise be legally required or authorized. Merrill Lynch will handle your personal information in accordance with the Bank of America Privacy Policy, to the extent it applies.

LIMITATION OF LIABILITY

We agree to use our best judgment and efforts in rendering services to your Account as set out in this Agreement. You agree that we, our Affiliates and our respective employees and agents will not be liable to you for:

- any loss or expense arising out of, or attributable to, your direction or from any information supplied by you in connection with your Account;
- any loss or expense arising out of, or attributable to, any omission or misstatement contained in the information furnished by you in the Investor Profile Questionnaire, or any materials relating to Funds that were not prepared by Merrill Lynch;
- any act or failure to act by any Unaffiliated Investment Firm; or
- any act or failure to act by us or our respective Affiliates, employees or agents that does not constitute negligence, misconduct or violation of law.

Notwithstanding the above, nothing stated in this paragraph will in any way constitute a waiver or limitation of any rights accorded you under state or federal laws for the advisory services rendered under this Agreement.

NON-ASSIGNABILITY

This Agreement may not be assigned (as that term is interpreted under the Advisers Act) by us without your consent. We will rely on your “negative consent” to the extent permitted by applicable law. Negative consent involves us sending you notice of the proposed assignment and explaining the circumstances under which the management of your Account will be transferred if you do not object in writing to the assignment within the time period specified in the notice. Your continued acceptance of services under this Agreement after the date specified in the notice will be deemed your consent to the assignment. Consent will not be required in

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the case of an internal reorganization or transaction that does not result in a change of our actual control or management You may not assign this Agreement without our prior written consent.

FULL AGREEMENT

The effective date of this Agreement with respect to each Account will be the later of the date of its acceptance by us or the date on which you have contributed the required minimum level of assets to your Account for the Portfolio that you selected. This Agreement, including the Client Summary and the provisions contained in Sections 2 through 18 and the attached Glossary, represents the entire understanding between you and us with regard to the matters specified in this Agreement. You may be required to sign more than one Agreement depending on the type of securities account that you intend to include in the Program. If any part of this Agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remainder of this Agreement. This Agreement can be signed in counterparts that, when taken together, will constitute one document. Headings and sub-headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

CHOICE OF LAW

This Agreement is made and will be interpreted under the laws of the State of New York (without regard to its choice of law principles), and it will remain in full force and effect unless revoked or terminated by you or your authorized representative in accordance with the provisions described in this Agreement. This Agreement will be binding upon your heirs, executors, administrators and assigns.

NOTICES

All notices and instructions with respect to your Account or other matters covered by this Agreement may be communicated to a Financial Solutions Advisor, and all notices and correspondence to you may be sent to the address provided by you from time to time to us in writing. Written notices delivered to MAA must be sent to 101 Hudson Street, Jersey City, New Jersey 07302, Attention: Chief Operating Officer.

SURVIVABILITY

The provisions in Section 10 ("Your Account Fees"), Section 13 ("Closing Your Account and/or Terminating This Agreement"), Section 14 ("Representations and Acknowledgments"), the "Confidentiality and Privacy," "Limitation of Liability," "Choice of Law" and "Survivability" subsections of

Section 17 ("Additional Contractual Matters"), and Section 18 ("Arbitration") will survive termination of this Agreement.

18. Arbitration

This Agreement contains a pre-dispute 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 unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- The panel of arbitrators may 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 and we agree that all controversies involving you and Merrill Lynch, that may arise out of or relate to this Agreement shall be determined by arbitration. Such controversies include, but are not limited to, controversies involving any services provided under or in connection with this Agreement, and any transaction or the construction, performance or breach of any other agreement between us, whether entered into or occurring before, on or after the date of this Agreement. You and we agree that any such controversy between you and any third party or parties will be subject to arbitration if Merrill Lynch at any time becomes a party to that controversy. Any arbitration pursuant to this provision shall be conducted only before the New York Stock Exchange LLC, an arbitration facility provided by any other exchange of which our Affiliate is a member, or the Financial Industry Regulatory Authority, Inc.,

Merrill Edge Advisory Account Client Agreement

and in accordance with its arbitration rules then in force, but if you fail to make such election, by registered letter or overnight courier addressed to us at our main office, before the expiration of five days after receipt of a written request from us to make such election, then we may make such election. The award of the arbitrators may be enforced 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.

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Merrill Edge Advisory Account Client Agreement

Glossary

“Account” means each of your securities accounts to which this Agreement applies for a single Portfolio that the client selects, as reflected in the Client Summary, or in a separate notice. To be covered under one single Agreement, all securities accounts must be owned by the same person, whether individually or with another person.

“ADR” means an American Depositary Receipt, which are receipts for shares of a foreign company held by a U.S. financial institution and that entitle you to rights and obligations of the underlying shares, including dividends and capital gains and losses.

“Advisers Act” means the Investment Advisers Act of 1940.

“Advisory Program” or “Program” means the Merrill Edge Advisory Account program offered by MLPF&S and MAA.

“Affiliate,” solely for purposes of this Agreement, means a company controlled by, in control of, or under common control with, another company.

“Agreement” means this Client Agreement among you, MAA and MLPF&S, as it may be amended from time to time.

“Client Summary” means Section 1 of this Agreement, as it may be updated from time to time.

“Disclosure Statement” means the wrap program brochure of MLPF&S and MAA relating to the Program, as updated from time to time. The Disclosure Statement is also referred to as the Program “Brochure”.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Plan” means a plan subject to the provisions of ERISA or any other entity deemed to hold assets of such a plan including SIMPLE, SEP and other IRAs subject to ERISA’s fiduciary responsibility provisions..

“ETF” means a Registered Fund that is an exchange traded fund.

“Financial Solutions Advisor” means an MLPF&S Financial Solutions Advisor.

“Funds” means registered and unregistered investment companies, including mutual funds,

closed-end funds, exchange-traded funds (ETFs) and hedge funds, real estate investment trusts, and other pooled investment vehicles.

“Investor Profile Questionnaire” means the questionnaire completed by client at the time of client’s enrollment into the Program, as may be amended from time to time.

“MAA” means Managed Account Advisors LLC.

“Merrill Lynch,” “us,” “we” or “our” means either MAA or MLPF&S or both, depending on the service provided. The individual roles of MAA and MLPF&S in the Program are described in the Disclosure Statement.

“Merrill Lynch Bank” means a bank depository institution Affiliated with Merrill Lynch.

“MLPF&S” means Merrill Lynch, Pierce, Fenner & Smith Incorporated.

“Portfolio” means one or more Funds within a single Account.

“Portfolio Summary” means a written document that contains a description of a Portfolio offered in MEAP and may contain other information relating to the Portfolio.

“Registered Fund” means any Fund that is registered under the Investment Company Act of 1940, including mutual funds, closed-end funds and exchange traded funds (ETFs).

“Related Company” means a company that is an Affiliate of Merrill Lynch or in which Merrill Lynch or an Affiliate of Merrill Lynch has a material ownership interest.

“Related Fund” means a Fund sponsored or advised by Merrill Lynch or a Related Company.

“Related Money Market Fund” means a registered money market fund managed by Merrill Lynch or a Related Company.

“Retirement Account” means an ERISA Plan, a U.S. individual retirement account, or any other plan, arrangement of entity subject to Section 4975 of the U.S. Internal Revenue Code of 1986, as amended.

“Unaffiliated Investment Firm” means a bank, broker or dealer other than Merrill Lynch or a Related Company.

Merrill Edge Advisory Account Client Agreement

“Unrelated Money Market Fund” means a registered money market fund that is not managed by Merrill Lynch or a Related Company.

“You” means the client whose Account is covered under this Agreement.

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As noted in page A-1, the terms of the Agreement as set forth on pages C-1 to C-9 are effective commencing on the Transition Date. The Transition Date is on or about July 21, 2017.

Merrill Edge Advisory Account Program Client Agreement

1. ABOUT THIS AGREEMENT

This Agreement defines the investment advisory relationship between you and Merrill Lynch, Pierce, Fenner & Smith Incorporated (MLPF&S), and its Affiliate company, Managed Account Advisors LLC (MAA), in providing you with the various services available now and in the future (Services) through the Merrill Edge Advisory Account Program (the Program). Both MLPF&S and MAA are wholly-owned subsidiaries of Bank of America Corporation and are collectively referred to as “Merrill Lynch,” “we,” or “us.”

All capitalized terms are defined in the body of this Agreement and/or in the Glossary, which can be found at the end of this Agreement.

We have prepared a written disclosure Brochure, which is included with this Agreement, that contains a detailed description of the Program, including the Services available to you, the trading and other authority that you may grant or retain for yourself, and important information you should consider before enrolling in the Program. Please keep the Brochure for future reference and contact a Merrill Edge Financial Solutions Advisor with any questions you may have. You and we agree and acknowledge as follows:

2. OUR SERVICES

Role of Merrill Lynch

You appoint us to act as your investment adviser and agent and you grant us a power of attorney with respect to the Services you choose, and authorize us to enter into relationships on your behalf with certain other entities necessary to provide you with those Services.

Investment Advisory Services

The Program provides various financial services and investment solutions for clients seeking investment advice. As part of the Program a Financial Solutions Advisor and you work together to determine your financial portfolio goals and priorities, select one or more investment strategies designed to pursue those portfolio goals and priorities, and you grant us the authority to implement the investment strategy for your Account on a discretionary basis. We may add, change, or eliminate Services from time to time and will inform you when such changes are made, when applicable.

Portfolio Advice. The Program offers you the ability to combine the assets held in your Account(s) into one or more groups, each of which we refer to as a Portfolio. By grouping assets held in multiple Account(s) into Portfolios, the Program will provide you with the flexibility to pursue different investment goals by allowing you to have each Portfolio, and each Account within a Portfolio, managed in accordance with a different objective or Strategy type, should you so choose. Once you have identified one or more Portfolios, a Financial Solutions Advisor will assist you in establishing an asset allocation and to identify a single Strategy or group of Strategies aligned with that asset allocation and other factors. In certain cases, you may be required to open a separate Account for each Strategy, so you may need to group one or more Accounts together to implement a Portfolio.

Our advice with respect to the assets in each Account in a Portfolio is intended to be consistent with and limited by you:

- Portfolio investment objective, risk tolerance, time horizon and liquidity needs;
- Portfolio target asset allocation;
- Account investment restrictions; and/or
- Account investment objective or other applicable factors.

To create or make changes to a Portfolio, you should contact a Financial Solutions Advisor.

Your Strategies

There are different types of Strategies that are available to you.

In General. Regardless of whether you choose to group your assets into a Portfolio, you must select a Strategy that we will use in managing your assets for each Account.

You may select your Strategies or make changes to your selections by contacting a Financial Solutions Advisor. Certain Services may require you to complete a written election form. Any designation or change you request is effective when accepted by us.

Strategies. The Strategies include various investment solutions created and implemented by Merrill Lynch. You keep for yourself the authority to select a Strategy for your Account. By choosing a Strategy, you authorize us to implement that Strategy in your Account.

Merrill Lynch will have full trading authority over the assets in the Strategy you select for your Account, and may invest, reinvest, purchase, sell, exchange, convert and otherwise trade assets, and establish accounts with other broker-dealers as necessary for the purpose of effecting transactions in your Account, without contacting you.

From time to time, we may determine to no longer offer a certain Strategy. In such an event, a Financial Solutions Advisor will work with you to select a replacement Strategy that may be right for you. However, in the event a replacement Strategy is not selected, you authorize us, with prior notice to you, to enroll you in another Strategy that is managed in a manner consistent with your investment objective and goals for the Account.

Brokerage Services

The Program Fees you pay generally cover the custody of your assets and the execution of securities transactions in your Account (except as otherwise indicated). These brokerage services, including any cash balance sweep arrangements, are more fully described in your Account documentation and in Section 3 of this Agreement under the sub-headings “Custody” and “Execution Services.” Certain brokerage or banking features, such as check writing and/or debit card, are not available for Accounts enrolled in the Program.

Account Preferences and Other Elective Services

The Program offers a number of account preferences and elective services that you can select from, and are described below. You may add/or change account preferences and elective services at any time; a separate written form may be required for certain additions or changes.

Proxy Voting. Merrill Lynch will not vote or advise you about the voting of proxies for the securities held in your Account. Similarly, Merrill Lynch will not act for or advise you regarding legal proceedings, including bankruptcies or class actions, involving securities held in your Account. Any information or documents received for distribution to clients with regard to the above will be sent to you. Merrill Lynch will also promptly send to you all proxies and related shareholder communications for the securities held in your Account. With respect to corporate actions not requiring a proxy vote, you direct MAA to respond to such corporate actions, including reorganizations, with respect to securities held in your Account. If your Account is subject to the provisions of ERISA, you represent that plan documents and applicable law authorize voting authority to be reserved to the trustee(s) either in the discretion of the trustee(s) or pursuant to the discretion of a named fiduciary. To the extent

that instructions regarding the voting of proxies are not received and as permitted by law, Merrill Lynch will comply with the rules of the SEC and any applicable self-regulatory organizations relating to such matters.

Frequency of Trade Confirmation Statements. You will receive trade-by-trade confirmation for transactions in your Accounts however, you may elect to receive transaction information on a periodic basis, no less than quarterly, if you do so, you understand the following:

- We will send copies of trade-by-trade confirmation information to you, as applicable, and MAA in accordance with applicable law.
- You will not pay a different fee if you elect to receive periodic confirmation statements.
- You can rescind this instruction in writing at any time.
- Electing periodic confirmations is not a condition for entering into or continuing to participate in a Service or the Program.
- You may request to receive, at no additional cost, trade-by-trade confirmations effected for your Account for up to one year after we send the last periodic statement reflecting those transactions.
- You may receive interim updates and further details concerning any transaction effected between periodic statements either online (if you're enrolled) or by calling a Financial Solutions Advisor.

Reasonable Investment Restrictions. You may provide us one or more reasonable investment restrictions that you would like to impose for any Account, such as identifying a security that should not be purchased.

- If you request investment restrictions, our compliance with restrictions will be as of the date of purchase or recommendation only, based on the price and characteristics of the investment on that date.
- A restriction will not be violated due to changes in the value or status of an investment following the purchase or recommendation.
- Restrictions do not apply to the underlying investments in any pooled investment vehicle, such as a Fund.
- Restrictions that you impose may have an impact on your investment performance, asset diversification, and the achievement of your investment goals and objectives. The imposition of one or more restrictions also may cause your Account performance to vary from that of other accounts managed pursuant to the same Strategy.
- If a restriction is considered reasonable, we will have discretion to redirect the portion of your assets aligned to the restricted security equally across the other investments in the Account (on a pro rata basis), to select a substitute security, or hold it in cash.
- If a restriction is considered or becomes unreasonable, you will be notified and required to modify or rescind the restriction.

3. OPERATION OF YOUR ACCOUNT; IMPLEMENTING ADVICE

Funding Your Account

You may initially fund, or subsequently contribute to, your Account by depositing cash and/or investments that are acceptable to us. Please ask a Financial Solutions Advisor whether investments you wish to deposit are eligible or acceptable. You should consider all relevant factors before contributing investments, including:

- Whether you paid a commission, front-end sales charge, other sales fee or charge, or may be subject to contingent deferred sales charges or redemption fees. All such charges are in addition to the Program fees.
- With respect to mutual fund shares, whether you will be able to purchase additional shares of that or any mutual fund in your Account, as well as our ability, without further notice to you, to convert any such shares that are ineligible into a class of shares of the same Fund that are eligible.

How We Handle Ineligible or Unacceptable Assets In Your Account

For any investments not eligible or not acceptable for a Service or Strategy, you authorize and direct us to sell those investments promptly. We will not act as an investment adviser in connection with these transactions.

Although we may not choose to do so, we are authorized to charge a commission or execute a principal transaction for the sale of these investments. We are authorized to open a similar type of Merrill Lynch account and transfer the ineligible or unacceptable investments to such account when:

- We are unable to sell the investment; or
- You direct us in writing not to liquidate the investment.

Notwithstanding the foregoing, we reserve the right to terminate your Account if you hold ineligible or unacceptable assets in an Account enrolled in the Program.

If you contribute or hold mutual fund shares in the Program that we deem to be ineligible for the Program, you instruct us, without further notice to you and on an on-going basis, to convert such shares into a class of shares of the same mutual fund we deem to be eligible, which will be subject to the Program fee. You also instruct us to convert a class of shares of a mutual fund that is eligible in the Program to another class of shares of the same mutual fund when we believe that the fee structure of the new class of shares will be more beneficial to you.

Withdrawing Funds from Your Account

We will attempt to process all withdrawal requests in a prompt manner. If your withdrawal request requires the liquidation of any securities, it may take up to five (5) business days to process. Frequent withdrawals may affect the performance, asset allocation and achievement of your investment goals and objectives.

Custody

Merrill Lynch or our Affiliates will act as custodian for the assets through your brokerage or other Account.

Execution Services

You authorize and direct that all transactions in your Account, except as provided below, be executed by or through Merrill Lynch or our Affiliates, acting as agent or, to the extent permitted by law, as principal.

If this Agreement relates to a Retirement Account that is subject to ERISA, transactions will be effected by or through Merrill Lynch or our Affiliates in compliance with Department of Labor Prohibited Transaction Exemption 86-128, or otherwise in a manner that is not prohibited by ERISA.

If we cannot execute a transaction on your behalf, you authorize and direct us to execute the transaction through a broker-dealer that is not an Affiliate of Merrill Lynch. That broker-dealer may act either as agent and charge commissions or act as principal, and receive compensation that is in addition to the Program fees.

Principal Transactions. If permitted by law, and subject to your consent as described in the Brochure, we or our Affiliates may execute transactions for your Account on a principal basis (that is, when we or our Affiliate sell a security to you, or buy a security from you, for our own account). Principal transactions may give you access to investment opportunities or trade executions that might not otherwise be available to you. Principal transactions generally may not be effected for Retirement Accounts.

Conflicts of interest are present when we execute principal transactions, including that we may have an incentive to recommend the purchase of a security in our inventory that may be otherwise difficult to sell, and we may receive the following additional compensation:

- A commission, markup or markdown, underwriting fee or selling concession, or other compensation with respect to the transaction.
- The spread or the difference between the price we pay for a security and the price at which we sell it to you, or between the price we may pay for a security that we may buy from you and the price for which we may later sell it.

Investment Adviser Cross Transactions. From time to time, we or our Affiliate, may cause your Account to engage in a transaction for the purchase or sale of a security with another investment advisory client, in accordance with applicable law. Such a transaction would be entered only when the transaction is determined to be in the best interest of each client, and no compensation would be received in connection with the transaction.

Agency Cross Transactions. You give us permission to engage in agency cross transactions for your Account, except where prohibited by law. You may revoke your consent at any time by notifying us in writing. An agency cross transaction occurs when we or our Affiliate act as agent for both buyer and seller in a transaction for your Account. Since these entities generally will receive compensation from each party to an agency cross transaction, there is a potential conflict between the responsibilities and loyalties to you and to the other party to the transaction.

If this Agreement relates to a Retirement Account, agency cross transactions will be effected for the Account in compliance with Department of Labor Prohibited Transaction Exemptions 86-128 or another applicable or available prohibited transaction exemption, or otherwise in a manner that is not prohibited by ERISA or the Code.

Aggregation of Orders

We may, but are not required to, aggregate orders for the sale or purchase of securities for your Account with orders for the same security for our other clients, proprietary accounts, or the accounts of our employees and/or related persons. Each Account participating in an aggregated transaction will be charged or credited with the average price and, when applicable, its pro rata share of any fees.

Who Responds to Corporate Actions

Any corporate actions, such as voting on company reorganizations, for securities in your Account will be sent to you.

Advice for Legal Proceedings

We will not advise you or act on your behalf regarding any legal matters (e.g., bankruptcies and class action lawsuits). Unless we agree otherwise, we will send you any documents we receive regarding those matters.

Our Fiduciary Responsibility

MLPF&S and MAA have certain fiduciary responsibilities to you under the Investment Advisers Act of 1940 for Accounts subject to this Agreement.

MLPF&S and MAA will be a fiduciary under ERISA or the Code with respect to the Services provided to a client that is a Retirement Account. MLPF&S and MAA each will be an investment manager to the extent you have given MLPF&S or MAA discretion to manage, acquire or dispose of securities or other assets of such Retirement Account. In such case, MLPF&S and MAA each represents that it is a Qualified Professional Asset Manager (QPAM) as that term is defined in Department of Labor Prohibited Transaction Class Exemption 84-14, as amended.

4. COMMUNICATING WITH EACH OTHER

Communicating with You Regarding Your Portfolios and Accounts

We will periodically communicate with you about your Portfolios and Accounts. You should carefully review all summaries, statements, reports and other information, and promptly report any discrepancies to a Financial Solutions Advisor.

Portfolio Summary

A primary way we communicate the important terms, conditions and information about your Portfolios and Accounts is through a Portfolio Summary. You will receive your first Portfolio Summary after you enroll in the Program and each time you change certain important features. The Portfolio Summary will reflect the Program Fee(s) and the Services you have requested for your Portfolios and Accounts under this Agreement.

Statements and Periodic Reports We Prepare for You

You will receive Account statements, and portfolio and performance measurement reports regarding your Accounts periodically.

Information About You

On an ongoing basis, you will provide us with accurate information about your assets, investment goals and objectives, risk tolerance, time horizon, liquidity needs, financial situation and needs, and other investment information. We will rely upon this information, in part, to provide investment advice and identify potential Services for you. Please notify a Financial Solutions Advisor promptly of any material change in this information.

Providing Instructions to Us

Once enrolled in the Program, you will generally be able to provide us with your instructions verbally, unless we require them in writing or electronically.

- You authorize us to follow your verbal, electronic or written instructions.
- Your instructions will be effective when accepted by us.
- We will implement your instructions as soon as reasonably possible.
- You will carefully review any confirming materials we send to you to ensure that the information reflected is accurate, and you will contact a Financial Solutions Advisor if you believe any of the information is, or becomes, inaccurate.

5. YOUR FEES AND EXPENSES

Program Fees

You agree to pay Merrill Lynch the Program Fee of 0.85% for the Services provided under this Agreement. Your Program Fee is payable monthly in advance and generally will be calculated based on the value of the assets in your Account as of the last Business Day of the prior month.

Your Program Fee consists of a fee for the services of Merrill Lynch. Please see additional information about “What Is Not Covered By Your Program Fee” below. There is also additional information included in the Brochure about your Program Fee, how your Account assets are valued, and how your fees are calculated and charged to your Account. The Program Fee is subject to change from time to time, upon notice to you.

What Is Not Covered by Your Program Fee

Your Program Fee does not cover any (i) mark-ups or mark-downs by executing broker-dealers or other over-the-counter transactions in which Merrill Lynch or its Affiliate acts as agent, or spreads, underwriting fees or selling concessions with respect to any principal transaction effected by us or our Affiliate; (ii) transfer taxes; (iii) exchange or similar fees charged by third parties, including issuers, and fees required by the SEC; (iv) electronic fund, wire and other account transfer fees; (v) internal fees and expenses incurred by any ETF, mutual fund, or money market fund purchased for your Account, as described in this Agreement; (vi) mutual fund redemption fees and contingent deferred sales charges, if applicable; and (vii) any other charges imposed by law or otherwise agreed to by you and Merrill Lynch with regard to your Account (including those charges payable to Merrill Lynch and/or third parties as described in the Brochure). You will pay the public offering price on securities purchased from an underwriter or dealer involved in a distribution.

Payment of Your Fees

You will be responsible for paying the full amount of your Program Fee, regardless of whether you use all of the Services. You agree that: (i) unless otherwise agreed to by you and us, your Program Fee (and any other fee payable by you under this Agreement) will be deducted directly from the applicable Account; (ii) we are authorized to deduct your Program Fee from the assets held in your Account, to the extent permitted by law, if full payment has not been timely received or, if earlier, at the time this Agreement is terminated; (iii) your Program Fee will be payable, unless otherwise indicated, first from the liquidation or withdrawal by us of your shares of any Money Market Funds or balances in any money market or bank deposit account, which you authorize, and second from free credit balances, if any, in your Account; (iv) you will make timely payment of all amounts due to us under this Agreement; and (v) to the extent permitted by law, all assets in your Account or otherwise held by Merrill Lynch or its Affiliate for you will be subject to a lien for the discharge of your obligation to make timely payment to us of your Program Fee (and any other fees payable by you under this Agreement), and you authorize us to sell assets in your Account to satisfy this lien.

You may be able to pay your Program Fee from assets held outside your Account. Please contact a Financial Solutions Advisor for additional information.

6. FUNDS AND RELATED PRODUCTS

Fund-related Expenses and Compensation

The Strategies may permit you to invest in mutual fund and ETFs, including any such funds sponsored or advised by Merrill Lynch or our Affiliates that may be offered from time to time (Related Funds). When you invest in these types of funds, you will pay a proportionate share of the fund's expenses, including its management fees and Rule 12b-1 fees, if applicable. In certain cases, these fees may be payable to Merrill Lynch, our Affiliates, or their Affiliates, including any management fees paid by a Related Fund. In addition, we or our Affiliates will receive sub-accounting fees for services provided in connection with any mutual fund shares held in your Account, which is additional compensation to us or our Affiliate separate and apart from your Program Fee. We may also receive compensation from some fund sponsors for our distribution, marketing services, index licensing fees and other support with regard to their mutual funds in amounts that may vary. We will not receive compensation for distribution, marketing services and other support with respect to Funds in Retirement Accounts. Please see the Fund's prospectus or other disclosure document for a description of its fees and expenses. Conflicts of interest are present when a Financial Solutions Advisor recommends Funds that pay fees to us or our Affiliate, or Funds for which we receive compensation for distribution, marketing services and other support. These conflicts are addressed as described in the Brochure.

Exchange-Traded Notes

Assets in your Account may be invested in certain eligible exchange-traded notes (ETNs) that we distribute or service, including ETNs issued by Merrill Lynch, its Affiliates, or by companies with which we do business. These assets will be included in the value of your Account. ETNs incur various fees, such as annual investor fees and repurchase fees. These fees are in addition to your Program Fees. The fees and expenses for each of these notes are described in the prospectus or other offering material, as required by law.

Related Funds in Retirement Accounts

In the future, your Retirement Account may invest in shares of mutual funds which are Related Funds that we may offer from time to time. If your Retirement Account is ever invested in shares of such Related Funds, including Related Funds that are money market funds, then your account

will be credited, on a periodic basis, in an amount equal to your Account's pro rata share of the advisory fees, Rule 12b-1 fees and sub-accounting fees paid by the Fund to us or our Affiliate.

In certain cases, the Related Fund's Investment Manager may reimburse us for part of the offset or credit related to the use of the Related Fund. We may determine periodically to invest Retirement Account assets in shares of Related Funds when we believe that you may benefit from greater diversification, more efficient exposure to an asset class in which such Fund invests, or for other reasons consistent with your investment objectives.

7. TERMINATING THIS AGREEMENT

At any time, either you or we may terminate this Agreement, or any specific Account, with verbal or written notice to the other party, which becomes effective when received. The termination of this Agreement will terminate all Accounts. If a specific Account is terminated, we will continue to manage your other Accounts.

Where we receive notice that you have become disabled or incompetent and you do not have a legally appointed guardian, person holding durable power of attorney, or other representative, authorized to act on your behalf with respect to this Agreement, this Agreement may be modified or terminated. Upon notice to us of your death, this Agreement shall terminate immediately; if you have multiple signatories, this Agreement will not terminate unless we receive notice of the death of all signatories.

Upon termination, your Account(s) will convert to a commission-based securities account(s), unless you advise us otherwise. For Retirement Account(s), such account(s) may be subject to limitations and restrictions as set forth in the securities account agreement.

- In limited situations, certain Funds and other securities only permitted to be held in Program Accounts will be promptly liquidated, converted or redeemed, unless you have made specific prior arrangements with us. In such cases, additional fees and expenses may apply. For more information, please see the Funds' offering materials.
- We will generally begin to liquidate or redeem these Funds and securities the next business day following termination. For certain Strategies or securities, the process may take longer. Additionally, a pro rata adjustment to your fees for the remainder of the billing period will be made, which may either result in a refund or require you to pay us any remaining fees due for the partial billing period. Termination of your Account will be effective following the liquidation of such Funds and other securities, and the completion of other processes that may be required to terminate the Account.

8. ADDITIONAL CONTRACTUAL MATTERS

Changes to This Agreement

We may amend this Agreement by modifying or rescinding any of its existing provisions or by adding new provisions by sending written notice to you in advance of the effective date of the amendment. Your continued acceptance of services under this Agreement will be deemed consent to the amendment.

Non-Assignability

This Agreement may not be assigned (as that term is interpreted under the Investment Advisers Act of 1940) by us without your informed consent.

You may not assign this Agreement without our prior written consent. We will rely on your "negative consent" to the extent permitted by applicable law. Negative consent involves us sending you notice of the proposed assignment and explaining the circumstances under which the management of your Account will be transferred if you do not object in writing to the assignment within the time period specified in the notice.

Your continued acceptance of services under this Agreement after the date specified in the notice will be deemed your consent to the assignment. Consent will not be required in the case of an internal reorganization or transaction that does not result in a change of our actual control or management.

Effective Date

The effective date of this Agreement for each Account is the date of its acceptance by us, which will be displayed on the Portfolio Summary. This Agreement will not apply to any Account that is not reflected in the applicable Portfolio Summary.

Severability and Survival of This Agreement

This Agreement represents the entire understanding between you and us with regard to the matters specified in this Agreement. If any part of this Agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remainder of this Agreement. This Agreement may be signed in counterparts that, when taken together, will constitute one document. The following sections will survive the termination of this Agreement: 5. Your Fees and Expenses; 7. Terminating this Agreement; 8. Additional Contractual Matters; 9. Arbitration; and 10. Your Acknowledgements and Representations.

Governing Law

This Agreement is made and will be interpreted under the laws of the State of New York (without regard to its choice of law principles). This Agreement will remain in full force and effect unless revoked or terminated by you or your authorized representative in accordance with the terms of this Agreement and will be binding on your heirs, executors, administrators and permitted assigns.

Notices

We will send all correspondence and notices to you at the address you provided to us for that purpose. You should direct all notices and correspondence for your Accounts and related matters covered by this Agreement to a Financial Solutions Advisor.

Confidentiality and Privacy

We will treat information you provide to us confidentially, by not disclosing to persons unaffiliated with us without your consent, except (i) as necessary to assist us in providing the services under this Agreement, (ii) in connection with an audit or regulatory examination by federal or state regulators, or (iii) as may otherwise be legally required or authorized. We will handle your personal information in accordance with our company's privacy policy, to the extent it applies.

Limitation of Our Liability

We agree to use our best judgment and efforts in providing our Services to you. Certain inherent risks and potential losses are always present when investing. If losses do occur, Merrill Lynch, our Affiliates and our respective employees and agents will not be liable to you for:

- Any loss or expense arising out of, or attributable to:
 - Your direction in connection with your Account
 - Your omission or misstatement of information furnished to us
 - Any written materials not prepared by Merrill Lynch
 - Losses due to your own investment and trading activities in an Account selecting a sweep option for your Account
- Any act or failure to act by any unrelated custodian, unaffiliated securities firm,
- Any act or failure to act by us or our respective Affiliates, employees or agents that does not constitute negligence, misconduct or violation of law

These limitations on our liability do not constitute a waiver or limitation of any rights accorded you under state or federal laws for the advisory services rendered under this Agreement.

Tax Liability

You are responsible for all tax liabilities arising from transactions in your Accounts. You should seek advice from a qualified tax professional. We do not offer such advice, or make any tax credit, similar claim or any legal filing on your behalf. If you are not a U.S. resident, adverse tax consequences and other jurisdictional risks associated with investing in U.S. securities are your responsibility.

9. ARBITRATION

This Agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement, you and we agree as follows:

- You and we 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.
- Your ability 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 decision or award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- The panel of arbitrators may 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, are incorporated into this Agreement.
- All controversies that may arise between you and us will be determined by arbitration. Such controversies include, but are not limited to, those involving any transaction in any of your Accounts, 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 will be conducted only before the Financial Industry Regulatory Authority, Inc. (FINRA) or an arbitration facility provided by any other exchange of which we are a member, and in accordance with the respective arbitration rules then in effect in FINRA or such other exchange. You may elect in the first instance whether arbitration will be conducted before FINRA or another exchange of which we are a member, but if you fail to make such election by registered letter addressed to us at the office where you maintain your Account before the expiration of five days after receipt of a written request from us to make such election, then we may make such election.

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

Neither you nor we may 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 will not constitute a waiver of any rights under this Agreement except to the extent stated herein.

10. YOUR ACKNOWLEDGMENTS & REPRESENTATIONS

You have various responsibilities under this Agreement and acknowledge, represent and/or warrant the following:

Scope of Agreement. Your investment advisory relationship with us is limited to the Services described in this Agreement and the Brochure, and does not extend to any other arrangements or services that you may have entered into with us or any Affiliate. Unless you and we agree in writing, we will not act as an investment adviser for any account that is not subject to this Agreement, including those accounts that may be included in certain Services; any advice that we may provide to you with respect to such accounts will be incidental to the services we provide under your securities account agreement.

Power and Authority. If you are an individual, you have the full power, unrestricted authority and capacity to enter into this Agreement, you have reached the age of majority, and that this Agreement constitutes a legal, valid and binding obligation on you. In addition, you are not subject to any legal, contractual or other restrictions or limitations in buying or selling any specific assets from your Account, unless you have disclosed them in writing.

If you are a company, government, trust, estate, plan or other entity, or a custodian acting on behalf of a minor:

- Your governing documents and applicable law authorize and permit all of the arrangements contemplated by this Agreement.
- You, and the person(s) signing this Agreement and trading on your behalf, have full power, authority and capacity to enter into this Agreement, and it constitutes a legal, valid and binding obligation on you (it being understood that such company, government, trust, estate, plan or other entity bears the obligations and responsibilities under this Agreement and not the person(s) signing this Agreement in their individual capacity (ies) unless the constituent documents of such entity state otherwise).
- You have full and unrestricted authority to delegate investment discretion to us or any other necessary party.
- Neither you nor your Accounts are subject to the Investment Company Act of 1940.
- You are not subject to any legal, contractual or other restrictions or limitations in buying or selling any specific assets from your Account, unless you have disclosed them in writing.

Retirement Accounts. If this Agreement is for a Retirement Account that is subject to ERISA, you represent and agree to the following:

- The plan's (or Retirement Account's) governing documents and instruments permit you to appoint an "investment manager" as defined by ERISA or otherwise provide for an agent to provide the services contemplated under this Agreement.
- The person signing this Agreement is a "named fiduciary", as defined by ERISA, authorized to appoint an investment manager or otherwise authorized to enter into this Agreement.
- All provisions of this Agreement and all activities that we are being asked to conduct under this Agreement are in accordance with such governing documents and instruments.
- You have a fiduciary responsibility to use Retirement Account assets exclusively in the interest of participants and beneficiaries (in their capacity as participants and beneficiaries and not personally). You have made an independent determination that the Program and its Services are suitable and appropriate for the Retirement Account(s) and that the applicable fees are reasonable for the available transaction or non-transaction services.

- You agree that you will not use any advice or recommendations provided with the Program for any other accounts that you may hold.
- If your Retirement Account invests in shares of Related Funds, including Related Funds that are money market funds, you:
 - Acknowledge receipt of the prospectuses or other required disclosure documents for the Related Funds;
 - Represent that you are independent of and unrelated to Merrill Lynch and our Affiliates and have made or will make an independent determination that the Related Funds are suitable and appropriate for the Retirement Account(s); and
 - Approve the investment advisory and other fees paid by the Related Funds in relation to the fees payable pursuant to this Agreement.
- If necessary, you agree, at your expense, to obtain and maintain for the period of this Agreement any bond required by law (including ERISA) and to include within its coverage Merrill Lynch, and any of its officers, directors, employees, agents and Affiliates whose inclusion is required by law. You agree to provide Merrill Lynch upon request with appropriate documentation evidencing such coverage.

Freedom from Encumbrances. All assets held in your Accounts are free from any lien, charge or other encumbrance (excluding encumbrances in favor of us or our Affiliates). Such assets must remain so, unless you first notify us in writing and we agree. In addition:

- The terms of this Agreement will prevail in the event of any conflict with your collateral arrangements, and you have disclosed the terms of this Agreement to any lender.
- We will not provide advice on or oversee any of your collateral arrangements.
- There are no specific securities in your Account that must be held as collateral to secure your loan.

Collateralizing your Account may have adverse effects, including, but not limited to, the fact that the lending institution may require additional collateral or liquidation of securities held in your Account to meet a call, as well as related tax consequences. You must promptly notify us of any default or similar event under your collateral arrangements as defined in the respective collateral arrangements.

Responsibility to Review and Monitor. It is your responsibility to adhere to any investment policy statement or similar document (IPS), that applies to you, and, to the extent the terms of the IPS conflict with an investment or Strategy you select under the Program, by signing this Agreement the terms of the IPS are hereby amended to incorporate by reference such investment or Strategy. We have no responsibility to review, monitor, or adhere to such documents.

Provided Information. The information you provided (and as updated) is accurate and complete. You must promptly notify a Financial Solutions Advisor of any material changes to this information. You must provide us with any information that we may request in the future to comply with all applicable anti-money laundering or other laws.

Custodial Account for Minors. If your Account is a custodial account for a minor established under the Uniform Transfers to Minors Act or Uniform Gifts to Minors Act (or similar statutes), we may rely on your actions and instructions without further inquiry, and you indemnify us for any loss or costs, including legal fees, arising from claims concerning the above.

GLOSSARY

"Account" means each of the client's securities accounts to which this Agreement applies, as set forth in the Portfolio Summary, as amended from time to time.

“Advisor” means a Merrill Edge Financial Solutions Advisor.

“Affiliate” means a company or entity that, either in whole or in material part, owns or controls, is owned or controlled by, or is under common control with, another entity.

“Brochure” means the wrap fee program brochure (including any amendments or supplements) of MLPF&S and MAA relating to the Program, as updated from time to time.

“Code” means the U.S. Internal Revenue Code of 1986, as amended.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Plan” means a plan subject to the provisions of ERISA or any other entity deemed to hold assets of such a plan, including SIMPLE, SEP and other IRAs subject to ERISA’s fiduciary responsibility provisions.

“Funds” means registered and unregistered investment companies, including mutual funds, closed-end funds, exchange-traded funds (ETFs) and hedge funds, real estate investment trusts and other pooled investment vehicles and, to the extent applicable, Funds organized outside the United States (whether or not registered). As used herein, the term “Funds” shall also include exchange-traded notes.

“MAA” means Managed Account Advisors LLC, which is an investment adviser Affiliated with MLPF&S that has been hired by MLPF&S to assist in delivering certain Strategies and Services to clients.

“Merrill Lynch,” “us,” “we” or “our” means either MAA or MLPF&S or both, depending on the service provided.

“MLPF&S” means Merrill Lynch, Pierce, Fenner & Smith Incorporated.

“Portfolio” means one or more Accounts grouped together by you.

“Portfolio Summary” is the written summary provided to you from time to time that describes important terms, conditions, information features, and changes to your Portfolios and Accounts.

“Program” means the Merrill Edge Advisory Account Program.

“Program Fee” means the asset-based annualized fee charged monthly as described in the “Program Fee” section of this Agreement.

“Related Fund” means a Fund sponsored or advised by us or our Affiliate.

“Retirement Account” means an ERISA Plan, a U.S. tax-qualified plan of self-employed persons or a U.S. individual retirement account, or any other plan, arrangement or entity subject to Section 4975 of the Code.

“Rule 12b-1 fees” means fees paid for distribution of mutual funds pursuant to a plan made under Rule 12b-1 under the Investment Company Act of 1940.

“Service” means any service that may be offered by us through the Program now in or in the future.

“Strategy” means any investment strategy in which Merrill Lynch delivers investment advice to you now or in the future and includes various investment solutions created and implemented by us. The Strategies available under this Agreement are set forth and described in the Brochure, as amended from time to time by Merrill Lynch. The Strategy selected by the client for each Account is reflected in the applicable Portfolio Summary.

“You” or “your” refers to each person (or if applicable, each entity) who, by signing this Agreement, has agreed to the terms of this Agreement. If your Account includes assets of one or more ERISA Plans, then “you” and “your” includes the named fiduciary of such plan.

Your Account Preferences



Bank of America Corporation

The selections you make in this Agreement will apply to the Merrill Edge Advisory Account Program you designate. Once you've signed this Agreement, you'll be able to modify your instructions at any time by calling a Financial Solutions Advisor.

THINGS TO KNOW BEFORE YOU BEGIN

- Please use one form for all Individual, Joint and Retirement accounts and a separate form for each unique fiduciary account (Trust, Estate, Custodial, etc.) one form per legal entity.

- You will receive a Portfolio Summary that will reflect all your Account preferences. Review the Portfolio Summary carefully to ensure that the information reflected is accurate. Contact a Financial Solutions Advisor if any of the information is, or becomes, inaccurate.
- Terms used in "Your Account Preferences," but not otherwise defined, shall have the same meaning as set forth in the Merrill Edge Advisory Account Program Brochure.
- We send you all proxy materials for your vote.

TRADE CONFIRMATIONS

You may elect not to receive confirmation statements of transactions on a trade-by-trade basis for any Account over which you have granted to us investment discretion and trading authority, and instead receive transaction information on a periodic basis, but not less than quarterly.

Acknowledgments

By signing this Agreement, I acknowledge and agree to be bound by the terms and conditions of this Agreement and further acknowledge and agree to the following:

1. I have received, read and understand the accompanying Brochure, my Advisor's Brochure Supplement, other Brochure Supplements of Merrill Lynch, and Profiles, any applicable Fund offering materials, or similar documents. I understand that my Account and any investments held therein will be subject to the terms and conditions set forth in such materials and documents, and if my Account is an ERISA Plan account, the Program ERISA Section 408(b) (2) fee disclosure notice and other notices as applicable, and agree to those terms and disclosures, as may be amended periodically. I also acknowledge that I have received a copy of the Bank of America Privacy Policy.
2. If my Account is a Retirement Account, in addition to the materials described in Paragraphs 1 above, I have received, read and understand the accompanying Retirement Account Addendum, which includes our ERISA Section 408(b) (2) fee disclosure, if applicable. I agree that the Retirement Account Addendum, together with this Agreement and Brochure, provides sufficient information and disclosures for me to evaluate the reasonableness of services provided and compensation received by Merrill Lynch under the Program.
3. Each Account that I choose to group in a Portfolio must, in the aggregate, be consistent with the Target Asset Allocation that I designate for the applicable Portfolio. I further acknowledge and agree that if I want to designate a specific Target Asset Allocation for any individual Account, such Account must be established in its own Portfolio.
4. I have received and reviewed the Summary of Program and Services that describes the program and services available to me as a client of Merrill Lynch. I understand that I may be able to obtain investment solutions that are the same as or similar to the Strategies offered in the Program through other investment advisory programs or services sponsored by Merrill Lynch or Affiliate channels at a lower cost than the Strategies in this Program.
5. I have elected the Program based on my preferences and/or interest in obtaining on-going advice from a Financial Solutions Advisor, and the access to asset monitoring services and investment management solutions and services provided in the Program. I understand the fees associated with the Program as described in the Brochure that Merrill Lynch receives under the Program and that the Program Fee rate that I have agreed to for my Account will be reflected in the Portfolio Summary.
6. Merrill Lynch and its Financial Solutions Advisors may have certain conflicts of interest, as described in the Program Brochure, the Retirement Account Addendum, with respect to their activities relating to this Agreement and the securities, Funds, and other investment products made available to me through the Program.
7. I understand and acknowledge that the Program Fee will be charged on any cash balance held in my Account even though I may not be earning any interest or dividends on that cash, and that may create a conflict between me and Merrill Lynch. I further understand and acknowledge that interest or dividends may not be earned on cash for various reasons, including if I selected the "no sweep" option.
8. Neither the Program Portfolio Summary nor any Profile makes or implies any guarantee about the attainment of the investment and return objectives.
9. Merrill Lynch will not vote or advise you about the voting of proxies for the securities held in your Account.

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Account preference instructions

Please list all the client's Accounts in any order. If the client has more than five Accounts please use the margin.

ACCOUNT NUMBER	ACCOUNT NUMBER	ACCOUNT NUMBER	ACCOUNT NUMBER	ACCOUNT NUMBER

Provide the same election instructions for all the client's Accounts, or specify by Account.

Check "All Accounts" and make the client's selections to the right OR specify by Account.

All Accounts above

Specify by Account (list Accounts below)

TRADE CONFIRMS

Check if the client prefers to receive confirms in its monthly statement in lieu of trade-by-trade confirmations.

Yes confirms in the client's monthly statement

Yes confirms in the client's monthly statement

Signatures

By signing this Agreement, I acknowledge and agree, in accordance with Section 9 on page 5 of this Agreement, to arbitrate all controversies involving Merrill Lynch that may arise out of or relate to this Agreement. In addition, if I elected for any Account(s) to not receive trade-by-trade confirmations, I will not receive trade-by-trade confirmations for the Account(s) except as required by applicable law.

PRINTED NAME	TITLE (if authorized signer)	SIGNATURE	DATE

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