

# For Merrill Lynch Only

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

**Client Name:** \_\_\_\_\_

**Agent Name:** \_\_\_\_\_

**Account Number(s):** \_\_\_\_\_

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

**NORTH CAROLINA DURABLE POWER OF ATTORNEY**  
**(for NC Residents only)**

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

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

RE: MLPF&S Account Number(s) XXX-X\_\_\_\_\_, XXX-X\_\_\_\_\_, XXX-X\_\_\_\_\_

*(please provide only the last four digits of MLPF&S account number(s))*

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

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

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

**PART I: If the agent and attorney-in-fact is a registered Investment Adviser, choose from the powers listed below in this Part I:**

**INITIAL ONLY THOSE POWERS YOU WANT YOUR INVESTMENT ADVISER TO EXERCISE**

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

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

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

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

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

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

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

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

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

\_\_\_\_(d) **(DURABILITY) APPLICABLE ONLY TO U.S. RESIDENT CLIENTS (INCLUDING U.S. RESIDENT ALIENS). (INITIAL ONLY IF YOU WANT YOUR AGENT TO CONTINUE TO ACT ON YOUR ACCOUNT(S) IF YOU BECOME MENTALLY INCAPACITATED.) This Durable Power of Attorney shall not be affected by the subsequent disability, incompetence or incapacity of the principal or by any lapse of time. Not eligible for trust accounts.**

**NOTE: IN ORDER FOR THIS POWER OF ATTORNEY TO BE DURABLE, THE CLIENT MUST REGISTER THIS POWER OF ATTORNEY IN THE OFFICE OF THE REGISTER OF DEEDS IN A COUNTY WITHIN THE STATE, IN ORDER OF PREFERENCE, WHERE (1) THE CLIENT/PRINCIPAL HAS LEGAL RESIDENCE, (2) THE CLIENT/PRINCIPAL OWNS PROPERTY, OR (3) THE AGENT RESIDES. IF THE CLIENT'S STATE OF RESIDENCE CHANGES AFTER THE CLIENT HAS EXECUTED THIS DURABLE POWER OF ATTORNEY, THE CLIENT SHOULD CONSULT WITH HIS OR HER OWN LEGAL COUNSEL TO DETERMINE IF THIS DURABLE POWER OF ATTORNEY SHOULD BE RE-EXECUTED.**

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

**INITIAL ONLY THOSE POWERS YOU WANT YOUR AGENT AND ATTORNEY-IN-FACT to exercise**

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

- \_\_\_\_\_ (a) (PURCHASES AND SALES) to effect purchases and sales (including short sales), to subscribe for and to trade in all types of securities and certain investments, including, but not limited to, stocks, bonds, options, limited partnership interests, trust units, physical commodities and options thereon, on margin or otherwise, provided such transactions are permissible under the terms of the account agreement governing the above-referenced MLPF&S account(s), whether such securities or investments are in negotiable form, issued or unissued, or are traded on a foreign exchange (including any foreign currency transactions necessary to effect the trade), and to sell, assign, endorse and transfer all types of securities and certain investments, including but not limited to stocks, bonds, options, certificates of indebtedness, or certificates which evidence other securities of any nature, at any time standing in my name and to execute any documents necessary to effectuate the foregoing; to receive statements of transactions made for my account(s); to approve and confirm the same, to receive any and all notices, calls for margin, or other demands with reference to my account(s), to exercise employee stock options and to effect sales of employer stock acquired pursuant to such option exercising; and to direct payment to other broker-dealers, banks and other financial service providers for purchases or trades made at such other firms, for my account or accounts at MLPF&S, whether presently open or hereafter opened.
- \_\_\_\_\_ (b) (WITHDRAWAL OF FUNDS AND SECURITIES) to instruct MLPF&S to make payment of moneys and/or securities from my account(s) at MLPF&S, and to receive and direct payments therefrom payable to me or for my benefit.
- \_\_\_\_\_ (c) (TRANSFERS; GIFTING AUTHORITY - TO 3rd PARTIES) to make transfers and gifts of money, stocks, bonds, options, limited partnership interests, trust units, or other securities, or any other property or investments, from my account(s) at MLPF&S or of annuity contract(s) or life insurance policy(ies) owned by me and linked to my account(s) at MLPF&S, or of loan, withdrawal surrender values of those annuity contract(s) or life insurance policy(ies) on my behalf to any third party, including but not limited to, individuals, entities, trusts, or charitable organizations, provided however, that any such gifts shall not discharge an obligation of support of my agent and attorney-in-fact **(such determination shall not be made by MLPF&S);**
- \_\_\_\_\_ (d) (TRANSFERS; GIFTING AUTHORITY - TO AGENT) to make transfers and gifts of money, stocks, bonds, options, limited partnership interests, trust units, or other securities, or any other property or investments, from my accounts at MLPF&S or of annuity contract(s) or life insurance policy(ies) owned by me and linked to my accounts at MLPF&S, or of loan, withdrawal or surrender values of those annuity contract(s) or life insurance policy(ies), on my behalf to my agent and attorney-in-fact, provided however, that such gifts are for my agent and attorney-in-fact's health, education, support or maintenance **(such determination shall not be made by MLPF&S);**

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

\_\_\_\_\_ (e) (CHECK WRITING) to make and draw checks;

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

**INITIAL ONLY ONE:**

\_\_\_\_\_ Form W-9

\_\_\_\_\_ Form W-8BEN

\_\_\_\_\_ Form W-8IMY

\_\_\_\_\_ Form W-8ECI

\_\_\_\_\_ Form W-8EXP

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

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

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

\_\_\_\_\_ (i) **(DURABILITY) APPLICABLE ONLY TO U.S. RESIDENT CLIENTS (INCLUDING U.S. RESIDENT ALIENS). (INITIAL ONLY IF YOU WANT YOUR AGENT TO CONTINUE TO ACT ON YOUR ACCOUNT(S) IF YOU BECOME MENTALLY INCAPACITATED.) This Durable Power of Attorney shall not be affected by the subsequent disability, incompetence or incapacity of the principal or by any lapse of time. Not eligible for trust accounts.**

**NOTE: IN ORDER FOR THIS POWER OF ATTORNEY TO BE DURABLE, THE CLIENT MUST REGISTER THIS POWER OF ATTORNEY IN THE OFFICE OF THE REGISTER OF DEEDS IN A COUNTY WITHIN THE STATE, IN ORDER OF PREFERENCE, WHERE (1) THE CLIENT/PRINCIPAL HAS LEGAL RESIDENCE, (2) THE CLIENT/PRINCIPAL OWNS PROPERTY, OR (3) THE AGENT RESIDES. IF THE CLIENT'S STATE OF RESIDENCE CHANGES AFTER THE CLIENT HAS EXECUTED THIS DURABLE POWER OF ATTORNEY, THE CLIENT SHOULD CONSULT WITH HIS OR HER OWN LEGAL COUNSEL TO DETERMINE IF THIS DURABLE POWER OF ATTORNEY SHOULD BE RE-EXECUTED.**

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

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

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

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

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

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

I have read carefully the provisions of this Power of Attorney and understand that it authorizes my agent and attorney-in-fact, herein named, to exercise all rights and powers set forth and initialed above with respect to my account(s) with MLPF&S and annuity contract(s) and life insurance policy(ies) owned by me and linked to my account(s) at MLPF&S, and I understand that anything my agent may do in the exercise of such rights and powers is fully binding upon me.

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

**NOTE:**

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

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

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

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

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

\_\_\_\_\_  
Print Name of Client/Principal

**WITNESSES\* (one witness is required, unless the Power of Attorney is to be durable, then notarization is required)**

\_\_\_\_\_  
Title (e.g., Trustee, President, etc.) - IF APPLICABLE

(1) \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Agent

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

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

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

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

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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

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

The foregoing instrument was acknowledged before me, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or entity upon which the person acted, executed the instrument.

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

Personally known

Or

Produced identification → Type of Identification Produced \_\_\_\_\_

WITNESS my hand and official seal

(Seal)

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

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

My commission expires: \_\_\_\_\_