

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 RETIREMENT ACCOUNTS
FOR WHICH MERRILL LYNCH IS CUSTODIAN**

(for NC Residents only)

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

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

RE: MLPF&S Retirement Account Number(s): XXX-X_____, XXX-X_____, XXX-X_____

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

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

I agree that this Durable Power of Attorney shall be applied to the MLPF&S accounts that I have listed above and annuity contract (s) and life 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.

Initial here (Do not make a mark);

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

INITIAL ONLY THOSE POWERS YOU WANT YOUR INVESTMENT ADVISER TO EXERCISE

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

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

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

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

Name of Investment Adviser _____

Address of Investment Adviser _____

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

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

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

- ____(b) (DISTRIBUTIONS/TRANSFERS TO/FOR ME) to instruct MLPF&S to distribute or transfer to me or for my benefit or a successor custodian or trustee any and all cash, securities or other property held in my Retirement Account(s), regardless of the tax consequences of any such distribution.
- ____ (c) (BENEFICIARY DESIGNATIONS) to designate beneficiaries, or change existing beneficiary designations, in accordance with the procedures outlined in the applicable account agreement(s) governing my Retirement Account(s) at MLPF&S.
- ____(d) (MAKE CONTRIBUTIONS) to make contributions to my Retirement Account(s) at MLPF&S, whether or not tax deductible by me.
- ____(e) (LIFE INSURANCE POLICIES) to exercise all available ownership rights on my policy(ies), including, but not limited to, the right to cancel or exchange the policy(ies), and receive the net cash surrender value or to choose one or more income plans on canceling the policy(ies), to apply for and receive policy loans, to collaterally assign the policy(ies), to change the allocation between and among the available investment options of the company in which the policy(ies) are funded, to change the beneficiary and ownership designations of the policy(ies) and to make inquiries and receive information as to the cash value and death benefit of the policy(ies). To receive funds from, elect options under or continue any life insurance policy for which I am named a beneficiary that is linked to or held in any account at MLPF&S
- ____(f) (ANNUITIES) to exercise all available ownership rights under my contract(s), including, but not limited to, the right to select or change an annuitant, the annuity date, the annuity option or the allocation between and among the available investment options, to cancel or exchange the contract(s) and receive the net value, to make withdrawals from the contract (s), to collaterally assign the contract(s), to make or change the beneficiary designations or ownership designations of the contract(s), to exercise all available benefits and/or riders, and to make inquiries and receive all information as to the cash value and death benefit of the contract. To receive funds from, elect options under or continue any annuity contract for which I am named a beneficiary that is linked to or held in any account at MLPF&S.

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 each of them to act alone and without the consent of the other agent or agents, with respect to the powers granted above. In addition, I hereby authorize MLPF&S to restrict my Retirement Account(s) from further activity in the event the agents enter conflicting or inconsistent instructions. I understand that my Retirement Account(s) at MLPF&S 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 accordingly is authorized and empowered to follow the instructions of my said agent and attorney-in-fact with respect to the powers set forth and initialed above with respect to my Retirement Account(s) at MLPF&S provided such instructions and transactions are permissible under the terms of my applicable Retirement Account(s) agreement(s) with MLPF&S, and I hereby ratify and confirm any and all transactions, trades, or dealings effected in and for my Retirement Account(s) by my agent and attorney-in-fact, and agree to indemnify MLPF&S, its affiliates, officers, agents and employees, 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, its affiliates, officers, agents and employees, in and for my Retirement Account(s) pursuant to instructions received from my agent and attorney-in-fact.

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

This durable power of attorney, authorization and indemnity shall not be affected by my subsequent disability, incompetence or incapacity, or by any lapse of time, and MLPF&S, its successors and assigns, shall be indemnified in relying thereon, until MLPF&S shall receive written notice of revocation thereof, signed by me; or in the event of the termination thereof by my death, until MLPF&S 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 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 to exercise all rights and powers set forth and initialed above with respect to my Retirement Account(s) with 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 has not provided any advice that this Durable Power of Attorney satisfies the requirements under the laws of the state in which it is to be effective, and if there is anything about this Durable Power of Attorney that I do not understand, I should consult with my attorney for an explanation.

NOTE: *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.

NOTICE:

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

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

Dated this _____ day of _____, 20_____.

Signature of Client/Principal

Print Name of Client/Principal

AGENT INFORMATION AND SIGNATURE

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). THIS POWER OF ATTORNEY MUST BE NOTARIZED.

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: _____