



Next GenTM 529

NEXTGEN 529TM
FOR ENTITIES

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The NextGen 529 Entity Booklet must be submitted with the completed NextGen 529 Account Application.



Entity Profile Information

Entity Name: _____

Entity Tax Identification Number: _____

Legal Address: _____

Year of Formation: _____

State of Legal Formation: _____

Country of Legal Formation: _____

Principal Line of Business (see chart on page 5): _____

State and County of Primary Business Operations: _____

Industry Type (see chart on page 5): _____

Industry Sub-Type (visit www.naics.com/search/ to identify the Industry Sub-Type): _____

Is this a non-operating Entity? Yes No

Does this Entity perform any of the functions of a Money Services Business listed below: Yes No

- Dealing in foreign exchange of more than \$1,000 for one individual or legal entity on one business day
- Check cashing of more than \$1,000 for one individual or legal entity on one business day
- Issuing or selling traveler's checks or money orders for more than \$1,000 for one individual or legal entity on one business day
- Providing or selling prepaid access products
- Transmitting money in any amount to another individual or legal entity or to another location

Is the Entity publicly traded? Yes No

Source of Wealth (see chart on page 5): _____

If an Authorized Representative is considered a Control Person, please provide the information below.

A Control Person is defined as:

- 1) A single Individual with significant responsibility to control, manage or direct a Legal Entity Customer.
- 2) Each Individual, if any, who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise owns 25% or more of the equity interests of a Legal Entity Customer.

Control Person Name: _____

Control Person Social Security Number: _____

Control Person Address: _____

Control Person Date of Birth: _____

Control Person Name: _____

Control Person Social Security Number: _____

Control Person Address: _____

Control Person Date of Birth: _____

To be completed if an Authorized Representative, or any of his or her immediate family, or any close associates has answered Yes to being elected, appointed or assumed any senior position in a National, State, or Provincial government, a senior military position (Admiral/General), a senior state or national judiciary position, or a position of mayor or city council person for a city over 1.5 million people.

Please provide details and complete all additional pages as it pertains to the organization.

Principal Line of Business			
01 Accounting	16 Executive/Administration/ Management	31 Teacher/Librarian/Counselor	46 Deposit Broker
02 Advertising/Public Relations	17 Finance/Venture Capital	32 Technician	47 Pawnbroker
03 Agriculture/Forestry/Fishery	18 Food/Beverage/Lodging Services	33 Transportation/Travel	48 Unregistered Investment Broker
04 Architecture/Surveying/Urban Planning	19 Foreign Services	34 Visual/Performing Arts	49 Ship, Bus, Plane Operator
05 US Armed Forces	20 Health Services (Nursing/ Pharmacology)	35 Miscellaneous	50 Telemarketer
06 Banking	21 Human Resources	36 Check Cashing & Deposit Taking Facilities	51 Cash Intensive Business
07 Brokerage/Securities/ Investments	22 Lawyer/Judge	37 Casino & Card Clubs	52 Non-US Gov't
08 Civil Service	23 Marketing/Sales	38 Phone Card Retailer/ Wholesaler	53 Non-US Armed Forces
09 Computers/Info Systems	24 Physician/Surgeon	39 Leather Goods Store	54 Arms Merchant
10 Construction/Contracting	25 Real Estate	40 New/Used Auto, Boat, Plane & machine parts	55 Art/Antiquity Dealer
11 Consulting	27 Religious Worker	41 Used Automobile or Truck Dealer	56 Non-US Charity or Charitable Foundation
12 Dentistry	28 Social Services	42 Travel Agency	61 Internet Gambling Concern
13 Economics	29 Sports/Recreation	44 Import/Export Company	
14 Engineering	30 Support Staff/Clerical/Admin. Support	45 Auctioneer	
15 Estate Planning/Trust/ Taxation			

Industry Type/Code		
01 Agriculture	06 Wholesale	11 Service
02 Forestry/Fishery	07 Retail	12 Technology
03 Mining	08 Finance	13 Other
04 Construction	09 Insurance	
05 Manufacturing	10 Transportation/Communication/Utilities	

Source of Wealth		
01 Income from the client's own business or sale of business	07 Securities Investing	13 Household Wealth (i.e. spouse, minors, financial dependent)
02 Income from Employment, and/or Bonuses	08 Compensation Payment/Legal Settlement	
03 Insurance Benefits	09 Other Income (i.e. alimony, divorce settlement)	
04 Inheritance or Family, Gift, Trust Proceeds	10 Donations/Grants/Endowments (e.g. Foundations, Family, Private, Public)	
05 Lottery or Casino Winnings	11 Charitable Trust	
06 Professional Venture Capital Investors, Private Equity Investors	12 Sale of Real Estate Property	

Capacities		
Chief - CHEF	General Partner - GNPT	COO
Auth. Correspond - ACOR	Limited Partner - LTPT	AVP
Other - OTHR	Corp Secretary - CSEC	EVP
Trustee - TTEE	Treasurer - TRES	VP
Administrator - ADMN	President - PRES	LLC Manager - MNGR
Sole Owner - SOLE	CEO	LLC Member - MMBR

CERTIFICATION OF AUTHORITY AND EXECUTION OF THE NEXTGEN 529 ACCOUNT APPLICATION FOR INCORPORATED ORGANIZATIONS

To: Merrill Lynch, Pierce, Fenner & Smith
Incorporated ("MLPF&S")

(Name of Incorporated Organization)

(the "Participant"), seeks to open and maintain a **NextGen 529 Client Direct or Client Select Series Account** with MLPF&S. The undersigned hereby certify that the following resolutions (or resolutions substantially similar) were duly adopted by the governing body (e.g., Board of Directors, Board of Trustees, or other Participant representatives performing similar functions) of the Participant at a duly called meeting or by unanimous written consent and that the resolutions remain in full force and effect and are not in conflict with the Participant's Charter, By-laws, or other governing documentation:

- 1. That the Participant is authorized to establish a NextGen 529 Account** (hereinafter referred to as the "NextGen 529 Account") with MLPF&S pursuant to the terms of the applicable NextGen 529 Program Description and Participation Agreement and any Supplements thereto (hereinafter referred to as the "Program Description").
- 2. Further**, that each of the following named individuals, hereinafter referred to as "Authorized Representative(s)":

<p>Name: _____</p> <p>Date of Birth: _____</p> <p>Capacity (See chart on page 5. Enter all that apply.): _____</p> <p>Are you considered a Control Person? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Name: _____</p> <p>Date of Birth: _____</p> <p>Capacity (See chart on page 5. Enter all that apply.): _____</p> <p>Are you considered a Control Person? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

If you have indicated that you are a Control Person, please complete the additional information on the Entity Profile page.

Has an Authorized Representative, or any of his or her immediate family, or any close associates ever been elected, appointed or assumed any senior position in a National, State, or Provincial government, a senior military position (Admiral/General), a senior state or national judiciary position, or a position of mayor or city council person for a city over 1.5 million people? Yes No

If Yes, please complete the additional information on the Entity Profile page.

is hereby authorized individually, without counter-signature or co-signature, to give written or oral instructions on behalf of the Participant for transactions in the NextGen 529 Account, and specifically: (i) to execute the applicable NextGen 529 Account Application (hereinafter referred to as the "Account Application"); (ii) to choose, and change, Investment Portfolios as outlined in the Program Description; (iii) to deliver any funds, to or for the Participant's NextGen 529 Account; and (v) to instruct the transfer of funds, including, but not limited to, the entire NextGen 529 Account, by wire, check or otherwise from the NextGen 529 Account of the Participant to such person(s) as the Authorized Representative may instruct.

- 3. Further**, that MLPF&S is authorized to: (i) accept instructions from any Authorized Representative as to the delivery of funds from the NextGen 529 Account of the Participant, and at the direction of any named Authorized Representative, to cause funds to be transferred as instructed by such Authorized Representative. All confirmations, notices and demands upon the Participant may be delivered by MLPF&S orally or in writing, by mail or telephone, to any such Authorized Representative.
- 4. Further**, MLPF&S is authorized to receive checks and drafts drawn upon the Participant's funds by any Authorized Representative, or any employee of the Participant and apply the same to the credit of the Participant's NextGen 529 Account.
- 5. Further**, that each Authorized Representative of the Participant is authorized to take any and all steps, do any and all things, and execute and deliver any and all documents in the name and on behalf of the Participant as may be requested or required by MLPF&S from time-to-time in connection with the Participant's NextGen 529 Account, or as may be necessary or appropriate to carry out the purposes outlined in this Certification.
- 6. Further**, that all actions heretofore taken with respect to the matters authorized in this Certification of Authority be, and they hereby are, ratified, confirmed and approved.
- 7. Further**, that this Certification of Authority shall be and remain in full force and effect until written notice of the revocation hereof shall be delivered to and receipt acknowledged by

EXECUTION OF ACCOUNT APPLICATION BY PARTICIPANT

CERTIFICATION BY CORPORATE SECRETARY

I, _____,
(Name of Participant's Secretary)

Secretary of _____,
(Name of Participant)

a _____
(Jurisdiction of Incorporation)

corporation, do hereby certify that the foregoing Certification of Authority is true and correct, that said Participant is duly organized and existing and has the power to take the action called for by the foregoing, that the Authorized Representative who has executed the Account Application has full authority to bind the Participant to the terms of the Account Application and the Program Description and that the Authorized Representatives named on this Certification of Authority are duly authorized and that set forth under the name of each Authorized Representative is the true and correct signature of such person.

In Witness Whereof, I have hereunto set my hand and affixed, if one exists, the corporate seal, of the Participant on the _____ day of _____, 20____

(Place Corporate Seal Here)

(Secretary's/Assistant Secretary's Signature)

BY SIGNING BELOW, THE PARTICIPANT UNDERSTANDS, ACKNOWLEDGES AND AGREES:

1. THAT THE FOREGOING RESOLUTIONS ARE TRUE AND CORRECT;
2. THAT THE PARTICIPANT HAS RECEIVED A COPY OF THE PROGRAM DESCRIPTION AND AGREES TO THE TERMS AND CONDITIONS CONTAINED THEREIN¹;
3. THAT THE UNDERSIGNED IS DULY AUTHORIZED TO SIGN THE ACCOUNT APPLICATION ON BEHALF OF THE PARTICIPANT;
4. THAT MLPF&S IS AUTHORIZED TO RELY UPON ANY FORMS SIGNED BY ANY OF THE AUTHORIZED REPRESENTATIVES DESIGNATED ON THIS ENTITY FORM ON BEHALF OF THE PARTICIPANT; AND
5. THAT I AM OF LEGAL AGE UNDER THE LAWS OF MY PLACE OF RESIDENCE

BY:

Signature

Print Name

Date

Title/Capacity

¹ An entity Participant may not designate a "Successor Participant" on the NextGen 529 Account Application, but may provide MLPF&S with evidence reasonably satisfactory to MLPF&S of a successor to the entity Participant.

CERTIFICATION OF AUTHORITY AND EXECUTION OF THE NEXTGEN 529 ACCOUNT APPLICATION FOR UNINCORPORATED PARTICIPANT

To: Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPF&S")

(Name of Unincorporated Participant)

(the "Participant"), seeks to open and maintain a **NextGen 529 Client Direct or Client Select Series Account** with MLPF&S. The undersigned hereby certify that the following resolutions (or resolutions substantially similar) were duly adopted by the governing body (e.g., Board of Directors, Board of Trustees, or other Participant representatives performing similar functions) of the Participant at a duly called meeting or by unanimous written consent and that the resolutions remain in full force and effect and are not in conflict with the Participant's Charter, By-laws, or other governing documentation:

- 1. That the Participant is authorized to establish a NextGen 529 Account** (hereinafter referred to as the "NextGen 529 Account") with MLPF&S pursuant to the terms of the applicable NextGen 529 Program Description and Participation Agreement and any Supplements thereto (hereinafter referred to as the "Program Description").
- 2. Further**, that each of the following named individuals, hereinafter referred to as "Authorized Representative(s)":

<p>Name: _____</p> <p>Date of Birth: _____</p> <p>Capacity (See chart on page 5. Enter all that apply.): _____</p> <p>Are you considered a Control Person? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Name: _____</p> <p>Date of Birth: _____</p> <p>Capacity (See chart on page 5. Enter all that apply.): _____</p> <p>Are you considered a Control Person? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

If you have indicated that you are a Control Person, please complete the additional information on the Entity Profile page.

Has an Authorized Representative, or any of his or her immediate family, or any close associates ever been elected, appointed or assumed any senior position in a National, State, or Provincial government, a senior military position (Admiral/General), a senior state or national judiciary position, or a position of mayor or city council person for a city over 1.5 million people? Yes No

If Yes, please complete the additional information on the Entity Profile page.

is hereby authorized individually, without counter-signature or co-signature, to give written or oral instructions on behalf of the Participant for transactions in the NextGen 529 Account, and specifically: (i) to execute the applicable NextGen 529 Account Application (hereinafter referred to as the "Account Application"); (ii) to choose, and change, Investment Portfolios as outlined in the Program Description; (iii) to deliver any funds to or for the Participant's NextGen 529 Account; and (iv) to instruct the transfer of funds, including, but not limited to, the entire NextGen 529 Account, by wire, check or otherwise from the NextGen 529 Account of the Participant to such person(s) as the Authorized Representative may instruct.

- 3. Further**, that MLPF&S is authorized to: (i) accept instructions from any Authorized Representative as to the delivery of funds from the NextGen 529 Account of the Participant, and at the direction of any named Authorized Representative, to cause funds held in said NextGen 529 Account to be transferred as instructed by such Authorized Representative. All confirmations, notices and demands upon the Participant may be delivered by MLPF&S orally or in writing, by mail or telephone, to any such Authorized Representative.
- 4. Further**, MLPF&S is authorized to receive checks and drafts drawn upon the Participant's funds by any Authorized Representative, or any employee of the Participant and apply the same to the credit of the Participant's NextGen 529 Account.
- 5. Further**, that each Authorized Representative of the Participant is authorized to take any and all steps, do any and all things, and execute and deliver any and all documents in the name and on behalf of the Participant as may be requested or required by MLPF&S from time-to-time in connection with the Participant's NextGen 529 Account, or as may be necessary or appropriate to carry out the purposes outlined in this Certification.
- 6. Further**, that all actions heretofore taken with respect to the matters authorized in this Certification of Authority be, and they hereby are, ratified, confirmed and approved.
- 7. Further**, that this Certification of Authority shall be and remain

in full force and effect until written notice of the revocation hereof shall be delivered to and receipt acknowledged by MLPF&S.

Print Name Date

Title/Capacity

CERTIFICATION BY PARTICIPANT'S SECRETARY (if applicable)

I, _____,
(Name of Participant's Secretary)

Secretary of _____,
(Name of Participant)

do hereby certify that the foregoing Certification of Authority is true and correct, that said Participant is duly organized and existing and has the power to take the action called for by the foregoing, that the Authorized Representative(s) who has executed the Account Application has full authority to bind the Participant to the terms of the Account Application and the Program Description and that the Authorized Representatives named on this Certification of Authority are duly authorized and that set forth under the name of each Authorized Representative is the true and correct signature of such person.

In Witness Whereof, I have hereunto set my hand on the ____ day of _____, 20____

(Secretary's/Assistant Secretary's Signature)

CERTIFICATION BY PARTICIPANT REPRESENTATIVES AND EXECUTION OF ACCOUNT APPLICATION BY PARTICIPANT

BY SIGNING BELOW, THE PARTICIPANT UNDERSTANDS, ACKNOWLEDGES AND AGREES:

- 1. THAT THE FOREGOING RESOLUTIONS ARE TRUE AND CORRECT;**
- 2. THAT THE PARTICIPANT HAS RECEIVED A COPY OF THE PROGRAM DESCRIPTION AND AGREES TO THE TERMS AND CONDITIONS CONTAINED THEREIN;**
- 3. THAT THE UNDERSIGNED IS/ARE DULY AUTHORIZED TO SIGN THE ACCOUNT APPLICATION ON BEHALF OF THE PARTICIPANT;**
- 4. THAT MLPF&S IS AUTHORIZED TO RELY UPON ANY FORMS SIGNED BY ANY OF THE AUTHORIZED REPRESENTATIVES DESIGNATED ON THIS ENTITY FORM ON BEHALF OF THE PARTICIPANT; AND**
- 5. THAT I/WE AM/ARE OF LEGAL AGE UNDER THE LAWS OF MY/OUR PLACE OF RESIDENCE**

All Trustees and/or others comprising the governing body of the Participant must sign:

Signature

Print Name Date

Title/Capacity

Signature

Print Name Date

Title/Capacity

Signature

¹ An entity Participant may not designate a "Successor Participant" on the NextGen 529 Account Application, but may provide MLPF&S with evidence reasonably satisfactory to MLPF&S of a successor to the entity Participant.

To: Merrill Lynch, Pierce, Fenner & Smith Incorporated (“MLPF&S”)

Each of the undersigned hereby warrants, represents and certifies that

_____,
(Name of Limited Liability Company)

(the “Participant”), a Limited Liability Company organized under the laws of

_____,
(State of Organization)

is managed by its (please check appropriate management type):

_____ Member(s)
or
_____ Manager(s)

and that the undersigned are all of the member(s) or manager(s) of the Participant. The undersigned hereby further certify, warrant and represent that the Participant is authorized to and seeks to open a NextGen 529 Client Direct or Client Select Series Account (hereinafter referred to as the “NextGen 529 Account”) with MLPF&S.

Each of the following named individuals, hereinafter referred to as “Authorized Representative(s)”:

<p>Name: _____</p> <p>Date of Birth: _____</p> <p>Capacity (See chart on page 5. Enter all that apply.): _____</p> <p>Are you considered a Control Person? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Name: _____</p> <p>Date of Birth: _____</p> <p>Capacity (See chart on page 5. Enter all that apply.): _____</p> <p>Are you considered a Control Person? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

<p>If you have indicated that you are a Control Person, please complete the additional information on the Entity Profile page.</p> <p>Has an Authorized Signer or any of his or her immediate family, or any close associates ever been elected, appointed or assumed any senior position in a National, State, or Provincial government, a senior military position (Admiral/General), a senior state or national judiciary position, or a position of mayor or city council person for a city over 1.5 million people? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please complete the additional information on the Entity Profile page.</p>

is hereby authorized individually, without counter signature or co-signature, to give instructions on behalf of the Participant for transactions in the NextGen 529 Account, and specifically: (i) to execute the applicable NextGen 529Account Application (hereinafter referred to as the “Account Application”); (ii) to choose, and change, Investment Portfolios as outlined in the Program Description; (iii) to deliver any funds to or for the Participant’s NextGen Account; and (iv) to instruct the transfer of funds, including, but not limited to, the entire NextGen 529 Account, by wire, check or otherwise from the NextGen 529 Account of the Participant to such person(s) as the Authorized Representative may instruct.

The Participant, through the members or managers, and the members or managers individually, hereby consent and agree to hold MLPF&S harmless for relying upon any orders or instructions received by MLPF&S from any Authorized Representative, whether written or oral, for the receipt, transfer and withdrawal of funds by check, wire transfer or otherwise and for the purchase, sale exchange, transfer, including checks drawn directly to the Authorized Representative(s) requesting the check or transfer or to third parties. MLPF&S reserves the right to require joint instructions or orders by all members or managers at any time and for any reason.

MLPF&S is authorized to receive from the Participant checks to the credit of the NextGen 529 Account. MLPF&S is also authorized to receive instructions from any Authorized Representative as to the delivery of funds for the NextGen 529 Account and at his or her direction to cause funds held in the NextGen 529 Account to be transferred to the name of any Authorized Representative or the Participant in the Authorized Representative's sole discretion. Delivery to any Authorized Representative of such funds, issued as directed by such Authorized Representative, shall be deemed delivery to the Participant. All confirmations, notices, and demands upon the Participant may be delivered by MLPF&S orally or in writing, by telephone or telegraph, to any of the Authorized Representative(s).

In case of death or withdrawal of anyone of the member(s) or termination of a manager, if applicable, or in case of the termination or dissolution of the Participant, each of the undersigned members or managers agrees to notify MLPF&S promptly in writing, and to execute any supplementary authorization which MLPF&S may require in such event. If the undersigned members or managers do not notify MLPF&S, they hereby authorize MLPF&S to continue to receive orders for the NextGen Account which may be given to MLPF&S by anyone of the Authorized Representatives then surviving and to execute the same and treat all funds to the credit of said NextGen 529 Account as the property of the remaining member(s), subject to their order or the order of anyone of them as the case may be.

Each of the undersigned, as agents of the Participant, and as mutual agents of the individual member(s) and manager(s), (if applicable), further certifies, warrants and represents that:

- each natural person who is a member or manager (if applicable) of the Participant has reached the legal age of majority in the state in which he or she is domiciled and in which the Participant is organized;
- each member or manager (if applicable) of the Participant has the legal ability to be a member or manager of the Participant and to enter into the transactions performed pursuant to this certification according to the laws of the state (i) in which said Participant has been organized, and (ii) in which such member and/or manager is domiciled;

- for the purposes of conducting business through the NextGen 529 Account the Participant will be construed as an entity, duly organized under the laws of the state of organization set forth above, and that the establishment of the Securities Account is in the usual and ordinary course of the Participant's business;
- for every non-natural member and/or manager (if applicable) (i.e., trust, partnership, corporation, Participant, etc.), of the Participant, the person(s) executing this certification on behalf of such non-natural member and/or manager is authorized by that member and/or manager to make the warranties, representations and certifications contained herein;
- all transactions which may be entered into in the NextGen 529 Account, or which may have been entered into, are authorized under the Participant's organizational documents including, but not limited to, the Participant's articles of organization (or similar document properly filed) and its operating agreement (or similar type of agreement) and such transactions are in the usual and ordinary course of business of the Participant; and
- if interests in the Participant were offered publicly or privately, the offering period for such offering of interests in the Participant is now closed.

Each of the undersigned, as the member(s) or manager(s) (if applicable) of the Participant, certifies, warrants and represents that the certifications made herein are based on personal knowledge or appropriate inquiry. We, the undersigned member(s) or manager(s) agree to indemnify and hold harmless MLPF&S, its affiliates and agents, against any liability, loss, cost or damage, including attorney's fees and court costs, that may arise if any of the representations and warranties or any information certified above is untrue or incomplete.

MLPF&S may rely upon this certification until written notice of revocation or amendment is delivered to, and receipt acknowledged by, MLPF&S. This certification supersedes any prior certifications, documents or information provided to MLPF&S with respect to the Participant.

THE UNDERSIGNED, AS ALL OF THE MEMBERS (IF MEMBER RUN), OR AS ALL OF THE MANAGERS (IF MANAGER RUN), OF THE LLC, INDIVIDUALLY AND ON BEHALF OF THE PARTICIPANT, AGREE AND ACKNOWLEDGE:

1. THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT;

2. THAT THE PARTICIPANT HAS RECEIVED A COPY OF THE PROGRAM DESCRIPTION AND AGREES TO THE TERMS AND CONDITIONS CONTAINED THEREIN¹;

3. THAT THE UNDERSIGNED IS/ARE DULY AUTHORIZED TO SIGN THE ACCOUNT APPLICATION ON BEHALF OF THE PARTICIPANT;

4. THAT MLPF&S IS AUTHORIZED TO RELY UPON ANY FORMS SIGNED BY ANY OF THE AUTHORIZED REPRESENTATIVES DESIGNATED ON THIS ENTITY FORM ON BEHALF OF THE PARTICIPANT; AND

5. THAT I/WE AM/ARE OF LEGAL AGE UNDER THE LAWS OF MY/OUR PLACE OF RESIDENCE

IF MANAGED BY MEMBERS, ALL MEMBERS MUST SIGN. (If the member or manager is an entity or fiduciary, the title for the representative of the member or manager should be completed):

Name of Member or Manager (Please Type or Print)
(Title if Applicable)
Signature
Date

Name of Member or Manager (Please Type or Print)
(Title if Applicable)
Signature
Date
Name of Member or Manager (Please Type or Print)
(Title if Applicable)
Signature
Date
Name of Member or Manager (Please Type or Print)
(Title if Applicable)
Signature
Date

¹ An entity Participant may not designate a "Successor Participant" on the NextGen 529 Account Application, but may provide MLPF&S with evidence reasonably satisfactory to MLPF&S of a successor to the entity Participant.



For a NextGen 529 Account with a Trust Participant

Please see instructions for completing this form on page 13.

NextGen 529 Account

□□□□—□□□□□□

TO: MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED, AND AFFILIATED COMPANIES ("Merrill Lynch")

In consideration of Merrill Lynch's opening and maintaining the above account for the trust described below, the undersigned trustees certify, represent and warrant to Merrill Lynch that the trust is in full force and effect, and that the following information is true and complete:

1. The trust is governed by the law of the state (or U.S. jurisdiction) of:

2. Please complete either A or B:

A. If the trust was created under a will, the decedent's name is:

B. If the trust was created and funded during the grantor's life;

(i) The trust agreement is dated: _____

(ii) The name(s) of the grantor(s) of the trust is/are;

_____/ _____
Grantor Name Date of Birth (for identification purposes only)

_____/ _____
Grantor Name Date of Birth (for identification purposes only)

3. The trust is currently (please check as applicable):

Revocable and amendable Irrevocable

4. The names of all current trustees are:

A. _____

B. _____

C. _____

Please print the name, address, and telephone number of an individual that Merrill Lynch may contact in the event a trustee resigns, becomes incapacitated or dies:

Name

Address

Phone

5. The trust or applicable law authorizes the trustees and any authorized agents to make distributions or transfers of trust funds or proceeds from the sales of securities or other assets by check or other means to beneficiaries and others. Merrill Lynch shall have no responsibility to assure the proper application of trust funds, securities or other assets by any trustee.
6. The trust or applicable law authorizes the trustees and any authorized agents (i) to enter into cash transactions for the purchase and sale of investment options as outlined in the applicable NextGen 529 Program Description and Participation Agreement and any Supplements thereto (hereinafter referred to as the "Program Description").
7. The trustees represent, warrant and agree that Merrill Lynch is authorized for all purposes regarding the trust's account to follow the instructions of any one trustee. If there is more than one trustee, the trustees agree that it is their responsibility to agree among themselves before giving any instructions to Merrill Lynch for the trust's account, if required by the trust instrument or applicable law, and that Merrill Lynch may conclusively presume that any one trustee who provides instructions to Merrill Lynch has obtained such agreement. Merrill Lynch shall be entitled to assume the existence of a trust power and the proper exercise of a trust power by any trustee without inquiry. Merrill Lynch shall have no responsibility to assure the proper application of trust funds, securities or other assets by any trustee. In the event Merrill Lynch receives inconsistent instructions from two or more trustees, reasonably believes instructions received from one trustee are not mutually agreeable to all trustees, or receives a court order with respect to the account, Merrill Lynch may, but is not obligated to, restrict activity in the trust account, require that all instructions be in writing signed by all trustees, suspend or terminate the account and/or file an interpleader action in an appropriate court at the expense of the trust.
8. The trustees represent and warrant that none of the beneficiaries of the trust are business organizations operating for profit such as corporations, partnerships, limited liability companies, associations or business trusts.
9. The trustees agree, jointly and severally, to indemnify Merrill Lynch and FAME, their employees and directors, and hold them harmless from any liabilities and expenses that arise from following the instructions of any trustee, or of any authorized investment advisors or agents, or that otherwise arise from Merrill Lynch's reliance on the representations, warranties and agreements included in this Trustee Certification Form. This agreement to indemnify Merrill Lynch and FAME shall survive termination of the trust or of the account.
10. The trustees also agree to provide a new Trustee Certification Form to Merrill Lynch in the event that any of these representations, warranties, agreements, or certifications change, or if they may no longer be relied upon by Merrill Lynch.
11. The trustees agree that Merrill Lynch may rely upon this Trustee Certification Form (and any copies thereof) until Merrill Lynch and any investment advisors or other agents receive a new Trustee Certification Form, executed by all then-serving trustees, notifying Merrill Lynch of any changes involving the trust, in which case the new Trustee Certification Form will supercede this Trustee Certification Form in all respects, except as otherwise provided in Paragraph 9. The trustees also agree that this Trustee Certification Form supercedes any prior Trustee Certification Forms, documents, or information provided to Merrill Lynch regarding the trust, and that the INSTRUCTIONS printed on page 13 are an integral part of the Trustee Certification Form, and are specifically incorporated herein.¹

Merrill Lynch may, but need not, require current Letters of Trusteeship.

Except where it would be inconsistent to do so, words and phrases used in this document should be interpreted so the singular includes the plural and the plural includes the singular.

¹ The trust and the trustees may not designate a "Successor Participant" on the NextGen 529 Account Application, but may provide Merrill Lynch with evidence reasonably satisfactory to Merrill Lynch of a successor trust.

Signatures of Trustees

(All current trustees must sign and all signatures must be notarized.)

A. Agreed and Certified to this _____ day of _____ year of _____

Signature of Trustee: _____

State of _____ County of _____ On _____ .

before me, _____, personally appeared, _____ .

Personally known to me, OR

Proved to me on the basis of satisfactory evidence to be 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.

WITNESS my hand and official seal.

Signature of Notary: _____

B. Agreed and Certified to this _____ day of _____ year of _____

Signature of Trustee: _____

State of _____ County of _____ On _____ .

before me, _____, personally appeared, _____ .

Personally known to me, OR

Proved to me on the basis of satisfactory evidence to be 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.

WITNESS my hand and official seal.

Signature of Notary: _____

C. Agreed and Certified to this _____ day of _____ year of _____

Signature of Trustee: _____

State of _____ County of _____ On _____ .

before me, _____, personally appeared, _____ .

Personally known to me, OR

Proved to me on the basis of satisfactory evidence to be 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.

WITNESS my hand and official seal.

Signature of Notary: _____

Instructions

This Trustee Certification Form is for use by trustees of any domestic revocable trust or irrevocable trust to maintain one NextGen 529 Account. It is not to be used by employee benefit trusts, nominees or business trusts, any trust governed under the laws of any foreign jurisdiction, nor for any trust for which the beneficiaries are business organizations operating for profit such as corporations, partnerships, limited liability companies, associations or business trusts. The Trustee Certification Form is also for use by trustees of revocable or irrevocable trusts for which the trustees delegate the performance of their discretionary duties to an investment advisor(s) or other agent(s).

NAMES OF TRUSTEES – The names of all current trustees must be included. If only one trustee is named, it shall be a representation that the trust has a single trustee. If a change of trustees occurs by death or otherwise, a new Trustee Certification Form must be provided. If there are more than three trustees, use an additional form.

POWER TO MAKE DISTRIBUTIONS/TRANSFERS – The authority of the trustees (and if applicable, the authority of any authorized agents) to make distributions/transfers shall (be understood to) include the power for the trustees and any authorized agents to draw upon the funds, in the account of the trust by such means as may be allowed by Merrill Lynch.

INVESTMENT POWERS – The authority of the trustees of any trust to choose, and change, Investment Portfolios as outlined in the Program Description. Merrill Lynch shall have no responsibility to assure the proper application of trust funds, securities or other assets by any trustee (or by an agent appointed by the trustees for the trust).

SIGNATURES OF TRUSTEES – All trustees must sign this Trustee Certification Form. If there are more than three trustees, use an additional form. If only one trustee signs, it shall be a representation that the trust has a single trustee. All trustees are required to sign any account opening documents.

NOTARIZATION – Notarization of all trustees' signatures by a notary public is required.

Merrill Lynch reserves the right to request a complete copy of the trust agreement or will at any time. Merrill Lynch may require written authorization of all co-trustees in some circumstances even though the trust instrument may allow a trustee to act individually and without the consent of other co-trustees for all purposes.

Merrill Lynch is the marketing name for Merrill Lynch Wealth Management and Merrill Edge™, both of which are made available through Merrill Lynch, Pierce, Fenner & Smith Incorporated (“MLPF&S”).

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Investment products:

Are Not FDIC Insured	Are Not Bank Guaranteed	May Lose Value
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Merrill Lynch, Pierce, Fenner & Smith Incorporated, Program Manager



Program Administrator

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