



Next Gen⁵²⁹

NEXTGEN 529[®]
FOR ENTITIES

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



Entity Profile Information

Legal Entity Name: _____

Legal Entity Type: _____

Entity Tax Identification Number: _____

Physical Address: _____

Year of Formation: _____

State of Legal Formation: _____

Country of Legal Formation: _____

Industry/Nature of Business (see chart on page 5): _____

State and County of Primary Business Operations: _____

Legal Entity Industry/Nature of Business (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

If yes, what exchange? _____

Is the Entity regulated? ☐ Yes ☐ No

If yes, what regulator? _____

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

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

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

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

Name: _____

Date of Birth: _____

Capacity (See chart on page 5. Enter all that apply.):

Are you considered a Control Person? ☐ Yes ☐ No

Name: _____

Date of Birth: _____

Capacity (See chart on page 5. Enter all that apply.):

Are you considered a Control Person? ☐ Yes ☐ No

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 MLPF&S.

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)

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 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)":

Name: _____

Date of Birth: _____

Capacity (See chart on page 5. Enter all that apply.):

Are you considered a Control Person? ☐ Yes ☐ No

Name: _____

Date of Birth: _____

Capacity (See chart on page 5. Enter all that apply.):

Are you considered a Control Person? ☐ Yes ☐ No

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.

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

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)

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.

Account # _____

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)":

Name: _____

Date of Birth: _____

Capacity (See chart on page 5. Enter all that apply.):

Are you considered a Control Person? ☐ Yes ☐ No

Name: _____

Date of Birth: _____

Capacity (See chart on page 5. Enter all that apply.):

Are you considered a Control Person? ☐ Yes ☐ No

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

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?

☐ 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 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 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 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

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.

Trustee Certification Form

For the CMA® Account for Trusts, Individual Investor Account for Trusts, the Inherited Retirement Account for Trusts and the 529 Account with a Trust as Participant

Please see instructions for completing this form on page 9.

MLPF&S Account #1

□	□	□	—	□	□	□	□	□	□
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MLPF&S Account #2

□	□	□	—	□	□	□	□	□	□
---	---	---	---	---	---	---	---	---	---

MLPF&S Account #3

□	□	□	—	□	□	□	□	□	□
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FOR INTERNAL USE ONLY

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

In consideration of Merrill Lynch's opening and maintaining the above accounts and any other subsequently established accounts 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, complete and accurate:

1. The trust is governed by the law of:

(U.S. State/Commonwealth or other jurisdiction)

If the trust is NOT governed by US law (50 states/District of Columbia), provide a copy of the following pages from the trust agreement: the first page, the signature page(s), the page(s) listing the trustees and, if originally named trustees are no longer acting, any amendments or other documentation (appointment of trustees, acceptance of appointment of successor trustees, etc.) listing the current trustees. **DO NOT PROVIDE THE ENTIRE TRUST.**

2. Please complete either A or B (Only one section should be completed):

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

B. If the trust was created by a trust agreement:

(i) The trust agreement is dated: _____
(ii) The name(s) of the grantor(s) of the trust is/are:

_____	/	_____	/	_____
Grantor Name		Country of residency (if other than U.S.A.)		Date of Birth (for identification purposes only)
_____	/	_____	/	_____
Grantor Name		Country of residency (if other than U.S.A.)		Date of Birth (for identification purposes only)

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

☐ Revocable and amendable ☐ Irrevocable

4. Check if a Special or Supplemental Needs Trust ☐

(A Special or Supplemental Needs trust is a type of trust established for the benefit of a person with special needs while preserving the beneficiary's ability to receive essential needs based government programs.)

5. The names of all current trustees are: (If trustee is an entity, documentation indicating authorized individuals of entity, such as Corporate Resolution or Certificate of Incumbency, will be required)

A.	/	Country of residency
B.	/	Country of residency
C.	/	Country of residency
D.	/	Country of residency

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

6. **For trusts with more than one trustee only** – All trustees initial this section if pursuant to the terms of the trust, when one or more of the co-trustees dies, is removed, or becomes unable or unwilling to serve as trustee, the remaining trustee(s) has authority to continue acting as trustee(s) and no other person or entity is required to assume responsibility as co-trustee at such time. If the terms of the trust are changed to require the addition of a new trustee in case of such an event, the trustees agree to provide Merrill Lynch with a new Trustee Certification Form signed by all trustees at the time such event occurs. (Supporting documentation will be required to remove the name of any trustee from the account (e.g., letter of resignation, death certificate, letter from medical doctor confirming incapacity). Merrill Lynch reserves the right to require a new Trustee Certification Form at any time.) **If applicable, all current trustees must initial in spaces provided.**

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7. The trust or applicable law authorizes the trustees and any authorized agents to make distributions or transfers of trust funds, securities, or other assets by check, debit card, credit card, or other means (including account-to-account transfers) to beneficiaries and others. Merrill Lynch, its employees or agents, shall have no responsibility to assure the proper application of trust funds, securities or other assets by any trustee. **(Please note that checking, debit cards and credit cards may not be available on certain accounts.)**
8. The trust or applicable law authorizes the trustees and any authorized agents (i) to enter into cash transactions for the purchase and sale of securities of all types (including buying and writing covered equity put/call options and buying index put/call options) and other investments available through Merrill Lynch, and (ii) **(for trusts governed by U.S. law only)** to purchase and own life insurance and annuity contracts and to exercise all rights associated with the ownership of life insurance and annuity contracts held in or linked to an account at Merrill Lynch, including but not limited to, surrendering the contract, withdrawing available contract values, borrowing against contract values and otherwise encumbering the contract, assigning the contract and making designations of beneficiaries. The trustees understand and agree that it is the obligation of the trustees to ensure that any investment restrictions and/or requirements that govern the trust/trust assets are followed. The trustees further acknowledge and agree that Merrill Lynch and its employees or agents are not responsible for determining whether the trust is subject to any investment restrictions or requirements.
9. **COMPLETE THIS SECTION ONLY IF THE TRUST IS REVOCABLE AND THE GRANTOR IS A CURRENT TRUSTEE.** The trust also authorizes the following activities or, to the extent necessary, this paragraph 9 shall be deemed to amend the trust to allow such activities. **All current trustees must initial those that apply in spaces provided:**

A. Margin transactions including short sales

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B. Margin transactions including short sales, uncovered put/call options, spreads, straddles and combinations, whether index or equity

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10. If the trustee(s) executes an investment management contract or power of attorney delegating the performance of investment management or other duties and authorizes the compensation of such advisors or agents or payment of related fees, charges and expenses to be assessed or deducted from trust assets, the trustee(s) represents and warrants that such delegation and payments are authorized by the trust document and/or applicable law, the trustees have filed necessary statements or elections with governmental authorities, and have provided timely written notice to all beneficiaries eligible to receive income from the trust of this delegation. The consent of no party other than the trustees is required to vest investment discretion in investment advisors or other agents engaged by the trustees. If, at any time, an investment advisor or other agent not affiliated with Merrill Lynch's programs or services, is granted discretionary authority over the trust, Merrill Lynch is authorized to act upon the instructions of such investment advisor or other agent to the extent authorized in a properly executed power of attorney. **(Please submit power of attorney).**
11. The trustees represent, warrant and agree that Merrill Lynch is authorized for all purposes regarding the trust's accounts 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 accounts, 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, its employees or agents 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, restrict/suspend activity in and from the trust account or terminate the account and/or file an interpleader action in an appropriate court at the expense of the trust.
- The trustees are responsible for providing Merrill Lynch with the correct tax identification number for the trust and for contacting Merrill Lynch with any change to that number. A change in that number may result in the requirement that a new account be opened. Any purchase or sale in a trust account utilizing a Social Security number of a deceased person will be reported to the I.R.S under that Social Security number and the year-end tax reporting statement for the account will not provide a "step-up" in basis for the assets sold. Any resulting tax consequences must be addressed by the trustee(s) in consultation with the attorney or tax advisor representing the trust.
12. 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.
13. The trustees agree, jointly and severally, to indemnify Merrill Lynch, its employees, directors and agents to 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 shall survive termination of the trust or of the accounts.
14. **The trustees 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.**
15. 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 13. 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 9 are an integral part of the Trustee Certification Form, and are specifically incorporated herein.
- 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.**

Signatures of Trustees (All current trustees must sign. Notarization is required for trusts governed by certain U.S. States. See instructions below and on page 9 for list of states.)

For trusts governed by the U.S states of California, Colorado, Delaware, Idaho, Illinois, Iowa, Michigan, Minnesota, Mississippi, Nebraska, Nevada, South Dakota, Tennessee, or Vermont, notarization is required; use one of the following “Signatures of Trustees requiring Notarization” pages for proper execution.

Notarization requirements are based on the jurisdiction/state in which the trust is governed, and not the state where the document is being executed/notarized.

USE THIS PAGE FOR TRUSTS GOVERNED BY JURISDICTIONS NOT LISTED ABOVE.

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

Signature of Trustee: _____

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

Signature of Trustee: _____

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

Signature of Trustee: _____

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

Signature of Trustee: _____

MLPF&S Account #1

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MLPF&S Account #2

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MLPF&S Account #3

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FOR INTERNAL USE ONLY

Signatures of Trustees requiring Notarization (All current trustees must sign. Notarization is required for trusts governed by certain U.S. States. See page 9 for list of states.)

USE THIS PAGE WHEN THE NOTARY IS IN ANY JURISDICTION **EXCEPT:**

IF THE NOTARY IS IN CO, ID, IA, MI, MN, MS, NE, NV, SD, TN or VT, USE PAGE 6.

IF THE NOTARY IS IN CA, USE PAGE 7.

IF THE NOTARY IS IN FL, USE PAGE 8.

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

Signature of Trustee: _____

Please Note That All Fields, Including The Boxes Below, Must Be Completed By The Notary (Or The Document Will Be Rejected). This Acknowledgement May Not Be Used By California and Florida Notaries. California Notaries Are To Use The Attached Acknowledgement Or The Notarial Acknowledgment Available On The California Secretary Of State Website.

NOTARY ACKNOWLEDGEMENT:

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 within this instrument and acknowledged to me that he/she executed

Insert Signer's Name, NOT Notary's Name

the same in his/her authorized capacity.

PLEASE CHECK ONE OF THE FOLLOWING (REQUIRED):

☐ Personally known or ☐ Produced the following type of identification: _____

WITNESS my hand and official seal

Signature of Notary Public

Print Name of Notary Public

My commission expires: _____ (Seal)

***All signatures must be acknowledged by a Notary Public. Copy this page as needed.**

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

Signature of Trustee: _____

Please Note That All Fields, Including The Boxes Below, Must Be Completed By The Notary (Or The Document Will Be Rejected). This Acknowledgement May Not Be Used By California and Florida Notaries. California Notaries Are To Use The Attached Acknowledgement Or The Notarial Acknowledgment Available On The California Secretary Of State Website.

NOTARY ACKNOWLEDGEMENT:

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 within this instrument and acknowledged to me that he/she executed

Insert Signer's Name, NOT Notary's Name

the same in his/her authorized capacity.

PLEASE CHECK ONE OF THE FOLLOWING (REQUIRED):

☐ Personally known or ☐ Produced the following type of identification: _____

WITNESS my hand and official seal

Signature of Notary Public

Print Name of Notary Public

My commission expires: _____ (Seal)

***All signatures must be acknowledged by a Notary Public. Copy this page as needed.**

MLPF&S Account #1

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MLPF&S Account #2

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MLPF&S Account #3

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FOR INTERNAL USE ONLY

Signatures of Trustees requiring Notarization (All current trustees must sign. Notarization is required for trusts governed by certain U.S. States. See page 9 for list of states.)

USE THIS PAGE WHEN THE NOTARY IS IN: CO, ID, IA, MI, MN, MS, NE, NV, SD, TN or VT.

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

Signature of Trustee: _____

Please Note That All Fields, Including The Boxes Below, Must Be Completed By The Notary (Or The Document Will Be Rejected).
Signature date and notary date must be the same.

NOTARY JURAT AND AFFIDAVIT FORM:

State of _____ County of _____

Signed and sworn to (or affirmed) before me this _____ day of _____, 20____,

by _____, Trustee.

Insert Signer's Name, NOT Notary's Name

the same in his/her authorized capacity.

PLEASE CHECK ONE OF THE FOLLOWING (REQUIRED):

☐ Personally known or ☐ Produced the following type of identification: _____

WITNESS my hand and official seal

Signature of Notary Public

Print Name of Notary Public

My commission expires: _____ (Seal)

***All signatures must be acknowledged by a Notary Public. Copy this page as needed.**

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

Signature of Trustee: _____

Please Note That All Fields, Including The Boxes Below, Must Be Completed By The Notary (Or The Document Will Be Rejected).
Signature date and notary date must be the same.

NOTARY JURAT AND AFFIDAVIT FORM:

State of _____ County of _____

Signed and sworn to (or affirmed) before me this _____ day of _____, 20____,

by _____, Trustee.

Insert Signer's Name, NOT Notary's Name

the same in his/her authorized capacity.

PLEASE CHECK ONE OF THE FOLLOWING (REQUIRED):

☐ Personally known or ☐ Produced the following type of identification: _____

WITNESS my hand and official seal

Signature of Notary Public

Print Name of Notary Public

My commission expires: _____ (Seal)

***All signatures must be acknowledged by a Notary Public. Copy this page as needed.**

MLPF&S Account #1

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MLPF&S Account #2

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MLPF&S Account #3

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FOR INTERNAL USE ONLY

Signatures of Trustees requiring Notarization (All current trustees must sign. Notarization is required for trusts governed by certain U.S. States. See page 9 for list of states.)

USE THIS PAGE WHEN THE NOTARY IS IN CALIFORNIA.

Please note that all fields must be completed by the Notary Public or the document will be returned.

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

Signature of Trustee: _____

NOTARY PAGE FOR CALIFORNIA ACKNOWLEDGMENT

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

State of California, County of _____,

On _____ before me, _____,
(Insert name and title of the officer)

personally appeared _____,
(Insert name of Trustee)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

*All signatures must be acknowledged by a Notary Public. Copy this page as needed.

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

Signature of Trustee: _____

NOTARY PAGE FOR CALIFORNIA ACKNOWLEDGMENT

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

State of California, County of _____,

On _____ before me, _____,
(Insert name and title of the officer)

personally appeared _____,
(Insert name of Trustee)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

*All signatures must be acknowledged by a Notary Public. Copy this page as needed.

MLPF&S Account #1

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MLPF&S Account #2

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MLPF&S Account #3

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FOR INTERNAL USE ONLY

Signatures of Trustees requiring Notarization (All current trustees must sign. Notarization is required for trusts governed by certain U.S. States. See page 9 for list of states.)

USE THIS PAGE WHEN THE NOTARY IS IN FLORIDA.

Please note that all fields, including the boxes below, must be completed by the Notary Public or the document will be returned.

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

Signature of Trustee: _____

Please Note That All Fields, Including The Boxes Below, Must Be Completed By The Notary (Or The Document Will Be Rejected). This Acknowledgement May Not Be Used By California Notaries. California Notaries Are To Use The Attached Acknowledgement Or The Notarial Acknowledgment Available On The California Secretary Of State Website.

NOTARY ACKNOWLEDGEMENT:

State of Florida, County of _____

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

this _____ day of _____, 20____, by _____, the person
Insert Signer's Name, NOT Notary's Name

whose name is subscribed to within this instrument and acknowledged to me that he/she executed the same in his/her authorized capacity.

PLEASE CHECK ONE OF THE FOLLOWING (REQUIRED):

☐ Personally known or ☐ Produced the following type of identification: _____

WITNESS my hand and official seal

Signature of Notary Public _____

Print Name of Notary Public _____

My commission expires: _____ (Seal)

***All signatures must be acknowledged by a Notary Public. Copy this page as needed.**

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

Signature of Trustee: _____

Please Note That All Fields, Including The Boxes Below, Must Be Completed By The Notary (Or The Document Will Be Rejected). This Acknowledgement May Not Be Used By California Notaries. California Notaries Are To Use The Attached Acknowledgement Or The Notarial Acknowledgment Available On The California Secretary Of State Website.

NOTARY ACKNOWLEDGEMENT:

State of Florida, County of _____

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

this _____ day of _____, 20____, by _____, the person
Insert Signer's Name, NOT Notary's Name

whose name is subscribed to within this instrument and acknowledged to me that he/she executed the same in his/her authorized capacity.

PLEASE CHECK ONE OF THE FOLLOWING (REQUIRED):

☐ Personally known or ☐ Produced the following type of identification: _____

WITNESS my hand and official seal

Signature of Notary Public _____

Print Name of Notary Public _____

My commission expires: _____ (Seal)

***All signatures must be acknowledged by a Notary Public. Copy this page as needed.**

MLPF&S Account #1

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MLPF&S Account #2

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MLPF&S Account #3

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FOR INTERNAL USE ONLY

Instructions

This Trustee Certification Form is for use by trustees of any revocable trust or irrevocable trust to maintain one or more cash securities accounts and by trustees of any grantor revocable living trusts to maintain a margin account or engage in other investment activity. It is not to be used by employee benefit trusts, nominees or business trusts, 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 – If a change of trustees occurs by death or otherwise, a new Trustee Certification Form must be provided unless section 6 is completed and applicable.

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, securities or other assets in the account of the trust by check, debit card, credit card, or other means (including account-to-account transfers). If the trustees apply to participate in Merrill Lynch programs or services that include extensions of credit to the trust, the trustees hereby represent that the trust or applicable law authorizes the trustees to incur indebtedness to the extent required to qualify for such programs or services.

INVESTMENT POWERS – The authority of the trustees of any trust to purchase and sell securities and other investments including options to the extent described in paragraph 8 shall be unrestricted. The authority of the grantor/trustee of a grantor revocable living trust to maintain a margin account and to engage in other activities described in paragraph 9 shall be understood to be unrestricted. Merrill Lynch shall be entitled to assume the existence of a trust power and the proper exercise of a trust power by any trustee (and by any investment advisor or agent appointed by the trustees for the trust) without inquiry. 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).

GRANTOR REVOCABLE LIVING TRUSTS – By signing this certification, the trustee of a grantor revocable living trust represent and warrant that he/she/it has full power and authority to direct the transfer of trust assets, and that the grantor has full power and authority to revoke and amend the trust.

SIGNATURES OF TRUSTEES – All trustees must sign this Trustee Certification Form. If there are more than two trustees, use an additional signature page. 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. This Trustee Certification Form may be signed in counterpart.

INVESTMENT ADVISORS AND AGENTS – If the trustees have designated an investment advisor(s) or other agent outside of Merrill Lynch's programs or services with discretionary authority over the trust's funds, securities or other assets, a power(s) of attorney signed by all of the trustees must also be provided (refer to paragraph 10).

NOTARIZATION – For trusts governed by the U.S states of California, Colorado, Delaware, Idaho, Illinois, Iowa, Michigan, Minnesota, Mississippi, Nebraska, Nevada, South Dakota, Tennessee, Vermont notarization of all trustees' signatures by a notary public is required. Notarization is not required for trusts governed by the law of other jurisdictions.

Please see applicable notary block pages. Use the notary form that corresponds to the respective jurisdiction as noted on the top of each page. Please note that all fields must be completed or the document will be rejected. California notaries are to use the acknowledgement on page 7 or the notarial acknowledgement available on the California Secretary of State website.

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, Pierce, Fenner & Smith Incorporated (also referred to as "MLPF&S" or "Merrill") makes available certain investment products sponsored, managed, distributed or provided by companies that are affiliates of Bank of American Corporation (BofA Corp.). MLP&S is a registered broker-dealer, Member SIPC and a wholly owned subsidiary of BofA Corp.

Banking products are provided by Bank of America, N.A., and affiliated banks, Members FDIC and wholly owned subsidiary of BofA Corp.

Investment products:

Are Not FDIC Insured	Are Not Bank Guaranteed	May Lose Value
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