

# **Durable Power of Attorney – New York**

This form should be used only by residents of New York who wish to grant or modify the power of a third party (your agent or "Attorney-in-Fact") to act on your behalf on one or more Fidelity accounts. Do NOT use this form for any trust, custodial, business, defined benefit, non-prototype retirement plans, fiduciary accounts, Fidelity Retirement Plans, or workplace retirement plans, such as a 401(k).

Type on screen or print out and fill in using CAPITAL letters and black ink. If you need more room for information or signatures, use a copy of the relevant page.

CAUTION TO THE PRINCIPAL: Your Power of Attorney is an important document. As the "principal," You give the person whom You choose (your "agent") authority to spend your money and sell or dispose of your property during your lifetime without telling You. You do not lose your authority to act even though You have given your agent similar authority.

When your agent exercises this authority, he or she must act according to any instructions. You have provided or, where there are no specific instructions, in your best interest.

"Important Information for the Agent" in Section 6 of this document describes your agent's responsibilities. Your agent can act on your behalf only after signing the Power of Attorney before a notary public. You can request information from your agent at any time. If You are revoking a prior Power of Attorney (section 5) You should provide written notice of the revocation to your prior agent(s) and to any third parties who may have acted upon it, including the financial institutions where your accounts are located.

You can revoke or terminate your Power of Attorney at any time for any reason as long as You are of sound mind. If You are no longer of sound mind, a court can remove an agent for acting improperly. Your agent cannot make health care decisions for you. You may execute a "Health Care Proxy" to do this.

The law governing Powers of Attorney is contained in the New York General Obligations Law, Article 5, Title 15. This law is available at a law library, or online through the New York State Senate or Assembly websites, www.senate.state.ny.us or www.assembly.state.ny.us.

If there is anything about this document that You do not understand, You should ask a lawyer of your own choosing to explain it to You.

# Helpful to Know

- This is a very important legal document. It gives another person control over your accounts listed in Section 2 and direct access to your money. The person will have the power to buy, sell, transfer, and dispose of any assets in the accounts you identify here, including assets you may acquire in the future. Review it carefully with a trusted legal professional before you sign it.
- Your Attorney-in-Fact (the person to whom you grant power of attorney) may have the right to take reasonable payment from your account for his/her services.
- This is a durable power of attorney (POA), meaning it remains in effect regardless of your physical or mental health — even if you become incompetent and can no longer make your own decisions or manage your own affairs. From the moment you sign this form, your Attorney-in-Fact will have the powers granted by this form until we receive written notice revoking those powers.
- For 529 plans, references to Principal shall mean Participant.

Helpful to Know continues on next page. ▶▶

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- You have the right to modify or revoke this POA. To do so, submit a new POA form or a letter of instruction (LOI). Should you be declared incompetent, you lose the option of modifying or revoking this POA.
- You must complete Sections 1 5 and 8 yourself, and your Attorney-in-Fact must
- complete Sections 6 and 7. You must sign and date this form in the presence of a notary public.
- This form appoints an Attorney-in-Fact for one person. Joint account owners or other individuals must complete a separate form.

#### 1. Account Owner

| 51                                               | Name          |  |  |     |               |   |  |  |  |           |  |  |  |  |  |  |  |
|--------------------------------------------------|---------------|--|--|-----|---------------|---|--|--|--|-----------|--|--|--|--|--|--|--|
| Phone numbers are for                            |               |  |  |     |               |   |  |  |  |           |  |  |  |  |  |  |  |
| questions about this                             |               |  |  |     |               |   |  |  |  |           |  |  |  |  |  |  |  |
|                                                  | Evening Phone |  |  |     | Daytime Phone |   |  |  |  | Extension |  |  |  |  |  |  |  |
| request only, they will                          | 3             |  |  |     |               | 1 |  |  |  |           |  |  |  |  |  |  |  |
| request only; they will not update your Fidelity |               |  |  | 1 1 |               |   |  |  |  |           |  |  |  |  |  |  |  |
| contact information.                             |               |  |  |     |               |   |  |  |  |           |  |  |  |  |  |  |  |

# 2. Account(s) Included

|                                                          | Account Number | Account Number | Account Number |
|----------------------------------------------------------|----------------|----------------|----------------|
| List accounts that you want<br>this form to apply to. To |                |                |                |
| appoint a different Attorney-                            | Account Number | Account Number | Account Number |
| in-Fact for other accounts,<br>use a copy of this form.  |                |                |                |

#### 3. Powers to be Granted

Powers granted by the account owner identified in Section 1.

#### **Standard Powers**

By completing this form, you grant all of these powers to the Attorney-in-Fact identified in Section 6.

INITIAL



- Access accounts and place trades Buy, sell, sell short, exchange, convert, tender, or otherwise acquire or dispose of all types of securities and other investments, including the right to borrow on margin and conduct options transactions to whatever extent any account is approved for these features.
- Withdraw money Remove assets from any account by any means available for that account type and regardless of any tax consequences. Withdrawn assets may be distributed to you or to any third party, including your Attorney-in-Fact.
- **Move money among accounts** Make rollovers, Roth IRA conversions, IRA recharacterizations, or other transfers of assets within and between account(s).
- Modify, close, or open accounts Modify or close any account named on this form and use your taxpayer ID to open any number or type of new accounts, including managed accounts, for your benefit.

Powers to be Granted continues on next page. ▶▶

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- Answer for tax matters Make, execute, present, modify, and exercise any certification (including, without limitation, IRS Forms W-8 and W-9 and any substitutes for or successors to those forms) or election available or required under federal, state, local, or foreign tax law related to the account(s) or any accounts your Attorney-in-Fact may open, to the extent permitted by the applicable taxing authority.
- Change addresses Change the legal or mailing address on any account.
- Write checks Set up checkwriting and/or sign checks drawn on any account.
   Requires an additional form, which is available at Fidelity.com/checkwriting.
   Not available for 529 plans.

### **Optional Powers**

The Attorney-in-Fact identified in Section 6 will only be granted these powers if you write your initials next to the appropriate option.

INITIAL one. Account Owner Initials

Name others as beneficiaries Add, change, or remove beneficiaries (in accordance with specific account rules) and 529 College Savings Plan successor participants, provided that this does not grant the Attorney-in-Fact the authority to name him/herself as a beneficiary.



Name others or self as beneficiary Add, change, or remove beneficiaries (in accordance with specific account rules) and 529 College Savings Plan successor participants, including the ability to self appoint.

# 4. Duplicate Materials

If you would like your Attorney-in-Fact to receive copies of account statements or transaction confirmations, check the appropriate boxes below. Account statements can be sent either electronically or by U.S. mail. If you would like them to be sent electronically, your Attorney-in-Fact must be a Fidelity customer, and you must provide a valid e-mail address.

If your Attorney-in-Fact indicates in Section 6 that he/she is associated with a firm engaged in the securities business, Fidelity must also send copies of your account statements to that firm. If you **do not authorize Fidelity to send duplicate statements** to those parties, Fidelity will be unable to process this POA.

| Indicate which materials   |
|----------------------------|
| should be sent to you      |
| Attorney-in-Fact and any   |
| securities firm with which |
| he/she is affiliated       |
|                            |

| ☐ Account statements                                    |
|---------------------------------------------------------|
| ☐ Transaction confirmations (will be sent by U.S. mail) |
| E-mail                                                  |
|                                                         |
|                                                         |

Form continues on next page. >>

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# 5. Remove Existing Attorneys-in-Fact

| Complete t    | this section ONLY if you want to remo   | ove one or more existing | Attorney(s)-in-Fact  |
|---------------|-----------------------------------------|--------------------------|----------------------|
| from your a   | account(s). If you do not want to make  | e any changes to your ex | isting Attorneys-in- |
| Fact, skip to | to Section 6. Íf you are not appointing | g a new Attorney-in-Fact | with this form, skip |
| to Section 8  | 8. No notary or witness is required.    | -                        | ·                    |
|               | -                                       |                          |                      |

|           | ☐ Remove ALL existing Attorneys-in-Fact.         |
|-----------|--------------------------------------------------|
| than one. | ☐ Remove ONLY the following Attorney(s)-in-Fact: |
|           | Name(s)                                          |
|           |                                                  |

# 6. Add an Attorney-in-Fact

Sections 6 and 7 must be completed by the Attorney-in-Fact.

IMPORTANT INFORMATION FOR THE AGENT: When You accept the authority granted under this Power of Attorney, a special legal relationship is created between You and the principal. This relationship imposes on You legal responsibilities that continue until You resign or the Power of Attorney is terminated or revoked. You must:

(1) act according to any instructions from the principal, or, where there are no instructions, in the principal's best interest; (2) avoid conflicts that would impair your ability to act in the principal's best interest; (3) keep the principal's property separate and distinct from any assets You own or control, unless otherwise permitted by law; (4) keep a record or all receipts, payments, and transactions conducted for the principal; and (5) disclose your identity as an agent whenever You act for the principal by writing or printing the principal's name and signing your own name as "agent" in either of the following manners: (Principal's Name) by (Your Signature) as Agent, or (your signature) as Agent for (Principal's Name). You may not use the principal's assets to benefit yourself or anyone else or make gifts to yourself or anyone else unless the principal has specifically granted You that authority in this document, which is either a Statutory Gifts Rider attached to a Statutory Short Form Power of Attorney or a Non-Statutory Power of Attorney. If You have that authority, You must act according to any instructions of the principal or, where there are no such instructions, in the principal's best interest. You may resign by giving written notice to the principal and to any co-agent, successor agent, monitor if one has been named in this document, or the principal's guardian if one has been appointed. If there is anything about this document or your responsibilities that You do not understand, You should seek legal advice. Liability of agent: The meaning of the authority given to You is defined in New York's General Obligations Law, Article 5, Title 15. If it is found that You have violated the law or acted outside the authority granted to You in the Power of Attorney, You may be liable under the law for your violation.

Be sure to provide your full legal name.

| First Name                    | M.I.       | Last Name |               | Social Security or Ta | xpayer ID Number |
|-------------------------------|------------|-----------|---------------|-----------------------|------------------|
|                               |            |           |               |                       |                  |
| Date of Birth MM DD YYYY Even | -i Dh      |           | Daytime Phone |                       | Extension        |
| Date of Birth MM DD YYYY      | ning Phone |           | Daytime Phone |                       | Extension        |
|                               |            |           |               |                       |                  |
|                               |            |           |               |                       |                  |

Attorney-in-Fact continues on next page. ▶▶

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| Legal/Resider                                | ntial Address                                                             |                            |                                        |                             |  |  |  |  |
|----------------------------------------------|---------------------------------------------------------------------------|----------------------------|----------------------------------------|-----------------------------|--|--|--|--|
| Provide the address used                     | Address                                                                   |                            |                                        |                             |  |  |  |  |
| for tax reporting. Cannot                    |                                                                           |                            |                                        |                             |  |  |  |  |
| be a PO Box, Mail Drop,                      | City                                                                      | State/Province             | Zip/Postal Code                        | Country                     |  |  |  |  |
| or c/o.                                      |                                                                           |                            |                                        |                             |  |  |  |  |
| Mailing Addre                                | SS                                                                        |                            |                                        |                             |  |  |  |  |
|                                              | ☐ Same as legal/resident                                                  | tial address þ             | Skip to "U.S                           | . Citizens."                |  |  |  |  |
|                                              | Address                                                                   |                            |                                        |                             |  |  |  |  |
|                                              | City                                                                      | State/Province             | Zip/Postal Code                        | Country                     |  |  |  |  |
|                                              |                                                                           |                            |                                        |                             |  |  |  |  |
| Citizenship                                  |                                                                           |                            |                                        |                             |  |  |  |  |
|                                              | U.S. Citizens                                                             |                            |                                        |                             |  |  |  |  |
|                                              | ☐ U.S. Citizen and tax res<br>"Income Source," belo                       |                            | ou checked th                          | is box, skip to             |  |  |  |  |
| If you are NOT a U.S. ▶                      | Foreign Citizens ONLY: Re                                                 | esidency, Citiz            | enship, and C                          | Government Identification   |  |  |  |  |
| citizen, check one and provide information.  | <ul><li>□ Permanent U.S. resider</li><li>□ Non-resident of U.S.</li></ul> | nt □ Non-p                 | -permanent U.S. resident               |                             |  |  |  |  |
|                                              | Country of Citizenship                                                    |                            | Country of Tax Residency               |                             |  |  |  |  |
|                                              | City, State/Province, and Country of Birth                                |                            |                                        |                             |  |  |  |  |
|                                              |                                                                           |                            |                                        |                             |  |  |  |  |
| Check one and attach ► copy of Government    | □ DHS Permanent □ Resident Card                                           | Employmen  Document        | t Authorizatio                         | n □ Passport with U.S. visa |  |  |  |  |
| ID showing number<br>and photo.              | ☐ U.S. driver's license ☐                                                 | Foreign nat document       |                                        |                             |  |  |  |  |
|                                              | ID Number                                                                 | Country of Issuance, if no | t U.S.                                 | State, if driver's license  |  |  |  |  |
|                                              |                                                                           |                            |                                        |                             |  |  |  |  |
| Income Source                                | •                                                                         |                            |                                        |                             |  |  |  |  |
| Check one and                                | ☐ Employed: ☐ Self-e                                                      | mployed:                   |                                        |                             |  |  |  |  |
| provide information.<br>Industry regulations | Occupation                                                                |                            | Employer Leave blank if self-employed. |                             |  |  |  |  |
| require us to ask for                        |                                                                           |                            |                                        |                             |  |  |  |  |
| this information.                            | Employer Address                                                          |                            |                                        |                             |  |  |  |  |
|                                              |                                                                           |                            |                                        |                             |  |  |  |  |
|                                              | City                                                                      | State/Province             | Zip/Postal Code                        | Country                     |  |  |  |  |
|                                              |                                                                           |                            |                                        |                             |  |  |  |  |
|                                              | ☐ Retired: ☐ Not emp                                                      | oloyed:                    |                                        |                             |  |  |  |  |
|                                              | Source of Income Pension, investments, spou                               | use etc.                   |                                        |                             |  |  |  |  |
|                                              |                                                                           |                            |                                        |                             |  |  |  |  |

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Attorney-in-Fact continues on next page. ▶▶

### **Associations and Corporate Control Status**

|                                                                             | by industry regulations to<br>nancial services company                            |                |                 |         |                    | are          |
|-----------------------------------------------------------------------------|-----------------------------------------------------------------------------------|----------------|-----------------|---------|--------------------|--------------|
| If you check this box, attach compliance officer's letter of approval ("407 | You are associated with member, FINRA, or mun                                     |                |                 | chang   | ge, exchange       |              |
| letter"). If your association                                               | $\square$ Same as employer                                                        |                |                 |         |                    |              |
| is with your employer<br>we must let them know                              | Entity Name                                                                       |                | Entity Address  |         |                    |              |
| that you have applied for                                                   |                                                                                   |                |                 |         |                    |              |
| this account. Having an                                                     | City                                                                              | State/Province | Zip/Postal Code | Country |                    |              |
| account at a firm does not                                                  |                                                                                   |                |                 |         |                    |              |
| make you an associate.                                                      | You are, or someone in y<br>person of a publicly trad<br>10% shareholder, policy- | ed company     | under SEC Ru    | of the  | 4 (such as directo | or,<br>ors). |
|                                                                             |                                                                                   |                |                 |         |                    |              |

# 7. Attorney-in-Fact Signature and Date Named Attorney-in-Fact must sign and date.

By signing below, you:

- Affirm that you have read, and that you understand and agree to be bound by, the provisions of this form as well as the terms and conditions set forth in the Fidelity Account Customer Agreement (including those terms to which the account owner is bound) and any applicable state notices.
- Affirm that you are the Attorney-in-Fact named in Section 6.
- Accept appointment as Attorney-in-Fact for the owner identified in Section 1, according to all terms and conditions described in this form.
- Agree that any information given on this Durable Power of Attorney is subject to verification. You authorize Fidelity Brokerage Services LLC, National Financial Services LLC and their agents, affiliates, assigns, control persons, employees, successor custodians, officers and directors (collectively, "Fidelity") to act on all instructions given on this form, to obtain a credit or other financial responsibility report on

- you and upon written request, to provide the name and address of the credit reporting agency used.
- Agree that if you have not checked the box for affiliations, you represent and warrant that you are not affiliated with or employed by a stock exchange or a broker-dealer or you are not a control person or affiliate or a public company under SEC Rule 144 (such as a director, 10% shareholder, or a policymaking officer), or an immediate family or household member of such a person.
- Affirm that the account owner is not deceased, has not partially or totally revoked, suspended, or terminated the authority delegated and that there is no petition pending to determine the incapacity or to appoint a guardian for the account owner.
- Agree not to issue or relay any instructions that you believe to be inconsistent with your powers or responsibilities as Attorneyin-Fact.

Attorney-in-Fact Signature and Date continues on next page. ▶▶

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- Agree to avoid conflicts that would impair your ability to act in the account owner's best interest.
- Agree to keep the account owner's property separate from any assets you own or control, unless otherwise permitted by law.
- Agree to keep a record of all receipts, payments, and transactions conducted for the account owner.
- Agree to identify yourself as Attorney-in-Fact when signing documents on behalf of the account owner, using either of these accepted forms: "[account owner name] by [your signature] as Agent," or "[your signature] as Agent for [account owner name]".
- In the event that more than one Attorneyin-Fact is named, represent that you are authorized to act severally or individually, and that Fidelity may follow any of your instructions independent of all other Attorneys-in-Fact, including the delivery of assets to you personally.
- Understand that in the event of any conflict between instructions given by Attorneysin-Fact or by an account owner and an Attorney-in-Fact, Fidelity may restrict the account until it has received joint written instructions that it finds satisfactory.

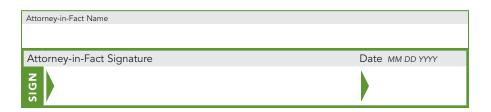
- Indemnify and hold harmless Fidelity from and against any and all losses, liabilities, claims, and costs (including reasonable attorneys' fees) resulting from transactions made in accordance with your instructions.
- Agree that Fidelity may restrict or suspend your ability to remove money from the accounts listed in Section 2.
- Agree to serve as Attorney-in-Fact, and acknowledge that this POA remains in full force and effect, until Fidelity has received what it considers to be satisfactory written notice of either the account owner's death or your removal or resignation as Attorneyin-Fact. Written notice to the account owner and to any co-agent, successor agent, or the account owner's guardian (if one has been appointed), will ordinarily constitute satisfactory notice of resignation.
- Agree to cease acting as Attorney-in-Fact if you know, or have reason to know, that your capacity to act as Attorney-in-Fact has been limited or terminated for any reason.

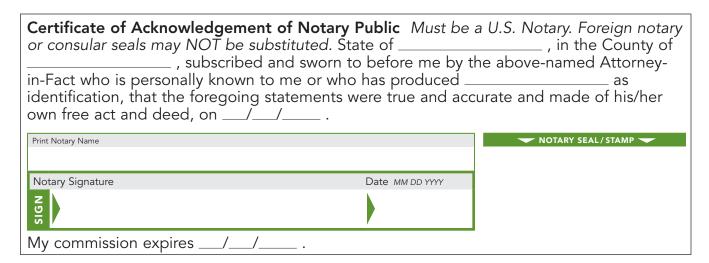
Attorney-in-Fact Signature and Date continues on next page. ▶▶

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This durable POA shall be governed by New York law, except with respect to its conflict of laws provisions.

You acknowledge that the account(s) and this durable POA are governed by a predispute arbitration clause, which appears on the last page of the Fidelity Customer Agreement, and that you have read the predispute arbitration clause.

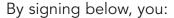




Form continues on next page. >>

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### 8. Account Owner Signature and Date Notarized signature and date required.



- Affirm that you have read, and that you understand and agree to be bound by, the provisions of this form and any applicable state notices.
- Authorize Fidelity Brokerage Services LLC, National Financial Services LLC and their agents, affiliates, assigns, control persons, employees, successor custodians, officers and directors (collectively, "Fidelity") to act on all instructions given on this form, including providing any securities firm with which your Attorney-in-Fact is affiliated with copies of any duplicate materials provided to your Attorney-in-Fact as indicated in Section 4.
- Affirm that you appoint the individual identified in Section 6 as your agent and Attorney-in-Fact, granting all powers identified in Section 3 with respect to all accounts identified in Section 2, including any powers specifically granted by you by writing your initials next to them.
- Ratify and confirm all instructions given by your Attorney-in-Fact to the extent permitted by this form and any applicable account agreements.
- Certify that you are the registered owner of the account(s) identified in Section 2, and that all information you provided is correct.
- Acknowledge that Fidelity has not offered you any tax or legal advice (including advice as to whether this agreement satisfies the laws of your state), and affirm that you have consulted with your attorney prior to executing this form about any aspects of this form that you did not understand.
- Acknowledge that Fidelity has no duty to, and does not, monitor the activities of your Attorney-in-Fact.
- Authorize Fidelity to send duplicate statements to your Attorney-in-Fact if indicated in Section 4 and if your Attorney-in-Fact indicates in Section 6 that he/she is associ-

- ated with a firm engaged in the securities business, further authorize Fidelity to send copies of your account statements to both the Attorney-in-Fact and the firm.
- Agree to be responsible for all costs and obligations, including trading fees and commissions, incurred in connection with the accounts identified in Section 2 by your Attorney-in-Fact, including any costs and obligations that remain unpaid at the time an Attorney-in-Fact ceases to serve in that capacity for any reason.
- Indemnify and hold Fidelity harmless from and against any and all losses, liabilities, claims, and costs (including reasonable attorney fees) that are in any way connected with your instructions or with any action or instruction of your Attorneyin-Fact, even if your Attorney-in-Fact's authorization has been terminated but Fidelity has not yet received notice of the termination. (The indemnifications in this bullet are in addition to, and do not limit, any rights that Fidelity may have under any other agreement with you.)
- Agree that to induce any transfer agent or other third party (collectively, "Third Parties") to act, any such Third Parties receiving a duly executed copy or facsimile of this POA may act upon it, and that revocation or termination hereof shall be ineffective as to Third Parties, unless and until actual written notice of such revocation or termination shall have been received by such Third Parties.
- Affirm that you understand that your Attorney-in-Fact may be entitled to receive compensation out of your accounts for services performed.
- Agree that this form is in addition to (and in no way limits or restricts) any and all rights which Fidelity may have under any other agreement or agreements between Fidelity and you, and shall inure and continue in

Account Owner Signature and Date continues on next page. ▶▶

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favor of Fidelity, its successors (by merger, consolidation, or otherwise) and assigns.

Margin or options customers

Owner Signature

Z

 Acknowledge that the Attorney-in-Fact may open new option positions or close existing positions, and exercise options contracts or sell options contracts as either a covered or uncovered writer if the account is approved to trade options; however, if the Attorneyin-Fact engages in either margin or option transactions, you recognize the inherent risks involved and are fully prepared financially to undertake such risks.

Did you sign the form and attach any necessary documents?

Questions? Go to Fidelity.com/poa or call 1-800-544-6666.

Send the ENTIRE form and any attachments to Fidelity Investments.

Accounts with multiple Attorneys-in-Fact

- Authorize each Attorney-in-Fact to act alone (severally) and without the consent of any other Attorney-in-Fact, with respect to each power granted in this form.
- Notwithstanding the previous bullet, acknowledge that Fidelity may freeze all activity on your account(s) if Fidelity receives conflicting or inconsistent instructions from your Attorneys-in-Fact, and that your accounts will remain frozen until the conflict is resolved by either a) written instructions from you, b) joint written instructions from all Attorneys-in-Fact, or c) a court order instructing Fidelity how to proceed.

Use postage-paid envelope, drop off at a Fidelity

Cincinnati, OH 45277-0002 Covington, KY 41015

Overnight mail

Fidelity Investments

100 Crosby Parkway KC1K

Investor Center, OR deliver to:

Regular mail

PO Box 770001

Fidelity Investments

This durable POA shall be governed by New York law, except with respect to its conflict of laws provisions.

You acknowledge that the account(s) and this durable POA are governed by a predispute arbitration clause, which appears on the last page of the Fidelity Customer Agreement, and that you have read the predispute arbitration clause.

Date MM DD YYYY

| <b>SE</b>                                                           |                                                                                                                                                        |                                                      |
|---------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|
|                                                                     |                                                                                                                                                        |                                                      |
| or consular seals may NOT be of, subscowner who is personally known | nent of Notary Public Must be a substituted. State of ribed and sworn to before me by n to me or who has produced ng statements were true and accuracy | the above-named Account  the above-named Account  as |
| Print Notary Name                                                   |                                                                                                                                                        | <b>→</b> NOTARY SEAL/STAMP <b>→</b>                  |
|                                                                     |                                                                                                                                                        |                                                      |
| Notary Signature                                                    | Date MM DD YYYY                                                                                                                                        |                                                      |
| Sign                                                                |                                                                                                                                                        |                                                      |
| My commission expires/_                                             | _/                                                                                                                                                     |                                                      |
|                                                                     |                                                                                                                                                        |                                                      |

Brokerage services are provided by Fidelity Brokerage Services LLC, Member NYSE, SIPC. National Financial Services LLC. 596097.2.0 (05/12)

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