

See Reverse Side For Instructions

Part 1 - To Be Completed by Merrill Lynch

Account Number

FA Number

Account Number Linked to

Date Opened

Part 2 - Information About You, the Parent or Legal Guardian

Guardian's First Name, Last Name, Middle Initial

Home Phone Number

Business Phone Number

Street Address

Social Security Number

City

State

Zip

Relationship to Student

Part 3 - Information About the Student

Student's First Name, Last Name, Middle Initial

Date of Birth: Month/Day/Year

Street Address

Home Phone Number

City

State

Zip

Social Security Number

 Special Needs Student: Yes No

Parent or Legal Guardian's First Name, Last Name, Middle Initial

Street Address

Home Phone Number

Business Phone Number

City

State

Zip

Part 4 - Information About the Student's Account

Custodial Fee Payment Preference:

 Sweep (Charge This Account)

 Charge All Education Savings Account Custodial Fees to the Undersigned's Non-Retirement Account Number: _____

Part 5 - Information About the Student's Beneficiary

Please Read Instructions on Reverse Side Before Completing This Section.

PRIMARY BENEFICIARY(IES): The Guardian hereby designates the person(s) named below as primary beneficiary(ies) to receive payment of the balance of the account upon the Student's death.

Name	Share	Date of Birth	Social Security No.	Relationship
1.	%			
2.	%			
3.	%			

CONTINGENT BENEFICIARY(IES): If there is no primary beneficiary living at the time of the Student's death, the Guardian hereby specifies that the balance is to be distributed to the Student's contingent beneficiary(ies) listed below:

Name	Share	Date of Birth	Social Security No.	Relationship
1.	%			
2.	%			
3.	%			

Part 6 - Guardian's Signature

This Adoption Agreement, when signed by me, as Guardian, and accepted by Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch"), as Custodian, incorporates the Merrill Lynch Education Savings Account Custodial Agreement (the "Education Savings Account Custodial Agreement"). By signing this agreement (the "Adoption Agreement"), I acknowledge: (1) that there are fees for this account; (2) receipt of a copy of this Adoption Agreement, the Merrill Lynch Education Savings Account Disclosure Statement and the Merrill Lynch Education Savings Account Custodial Agreement; (3) if I am establishing the Education Savings Account for a special needs student, I am assuming all responsibility for the verification of special needs status and agree that Merrill Lynch does not bear any responsibility for the determination or verification that the student is a special needs student; and (4) that, in accordance with section 6.3 of the Education Savings Account Custodial Agreement (on the last page[s] of the Education Savings Account booklet), I am agreeing in advance to arbitrate any controversies which may arise with the custodian.

Guardian's Signature

Date

Part 1 - To Be Completed By Merrill Lynch

- Date opened – Today's date.
- Account Number – Obtain the account number from your new accounts controller.

Part 2 - Information About You, the Guardian

- This person is responsible for the management and administration of the Education Savings Account. The Guardian must be an adult, who may be the Student's parent, legal guardian, the Student (if not a minor) or another specified individual.
- A Guardian currently serving under the Student's Education Savings Account may designate an eligible successor Guardian at any time by completing a substitution form (Code 0870) and having the successor sign in acceptance.

Part 3 - Information About the Student

- This information will identify the designated beneficiary of the Education Savings Account.
- Until December 31, 2012, contributions can be made to a Coverdell ESA for a special needs student after his or her 18th birthday. Please check the box if the student is a special needs student. (Special note: As of the printing of this form, the Internal Revenue Service has not released regulations defining a special needs student.)

Part 4 - Information About the Account

- Fee Payment Preference – The Guardian may select how he or she will arrange for payment of the custodial fee. The Guardian may choose to arrange for payment by deduction of the fee from his or her own Merrill Lynch Non-Retirement Account or by deduction of the fee from the Student's Education Savings Account.

Part 5 - Information About the Student's Beneficiary

- Designating a beneficiary has important tax consequences. For instance, a tax-free rollover of the account is allowed under the Internal Revenue Code for certain beneficiaries. We urge you to consult with your attorney or other tax advisor before completing this section.
- You can name one or more persons to be the primary and contingent beneficiaries of the Student's account, including the Student's estate or a trust. Indicate the name, share percentage, date of birth and Social Security Number for each beneficiary. If the beneficiary is a trust, please provide the names of the trustees, the date of the trust and the trust's taxpayer identification number.
- Any balance left in the Student's account at death will be paid to the primary beneficiaries in accordance with the share percentages you designate. If a primary beneficiary should pre-decease the Student and there are primary beneficiaries who are still living, the deceased beneficiary's share will be distributed to the remaining primary beneficiary, or the remaining primary beneficiaries in proportion to their payment percentages. If no primary beneficiary is living at the time of the Student's death, the balance will be distributed to the Student's contingent beneficiaries under the same rules. If no primary or contingent beneficiary survives the Student, or if no beneficiary designation is in effect at the Student's death, the balance will be paid to the student's surviving spouse. If the Student is not survived by a spouse, the balance will be paid to the Student's estate.
- *Changing your beneficiary* – You can change the beneficiary designation at any time and as often as you wish. A designation or change of beneficiary must be in writing, however, and is not effective unless and until it is received by Merrill Lynch.
- *Multiple beneficiaries* – If you designate more than one primary or contingent beneficiary, please be sure that you indicate the percentage each is to receive and that the percentages add up to 100%.

Part 6 - Guardian's Signature

- Guardian Signature – Please read, sign and date the Education Savings Account Adoption Agreement.
 - Please note that the Education Savings Account Custodial Agreement contains an arbitration provision. By signing the Adoption Agreement, you are agreeing in advance to arbitrate any controversies which may arise with the custodian.
 - If you are establishing an Education Savings Account for a special needs student, you are certifying the status of the student as a special needs student and acknowledging that Merrill Lynch does not review or verify such status. The Guardian assumes all responsibility for the verification of the student's special needs status for an ESA.
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FACTS	WHAT DOES BANK OF AMERICA DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information, which, under Federal law, means personally identifiable information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number and employment information • account balances, transaction history and credit information • medical information
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Bank of America chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Bank of America share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — with service providers we use to offer our products and services to you (please see below to limit the ways in which we contact you)	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes —information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes —information about your creditworthiness	Yes	Yes
For nonaffiliates to market to you — for all credit card accounts	Yes	Yes
For nonaffiliates to market to you — for accounts and services endorsed by another organization (e.g. debit card co-branded with a baseball team) "Sponsored Accounts"	Yes	Yes
For nonaffiliates to market to you — for accounts other than credit card accounts and Sponsored Accounts, such as insurance, investments, deposit and lending	No	We don't share

To limit our sharing	<ul style="list-style-type: none"> • Call 1.888.341.5000 — our menu will prompt you through your choices • Visit us online: bankofamerica.com/privacy • Talk to a customer representative at a banking center or to your assigned account representative <p>Please note: If you are a <i>new</i> customer, we can begin sharing your information 45 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
To limit direct marketing contact	<ul style="list-style-type: none"> • Call 1.888.341.5000 — our menu will prompt you through your choices • Visit us online: bankofamerica.com/privacy • Talk to a customer representative at a banking center or to your assigned account representative <p>Please note: Direct marketing is email, postal mail and telephone marketing. Your telephone and postal mail opt-out choices will last for five years, subject to applicable law. Even if you limit direct marketing, we may still contact you to service your account or as otherwise allowed by law.</p>
Questions?	Call 1.888.341.5000 or go to bankofamerica.com/privacy

Who we are

Who is providing this notice?	Bank of America U.S. legal entities that utilize the names: Bank of America, Banc of America, U.S. Trust, or Merrill Lynch, as well as the entities listed in the Bank of America U.S. legal entities section.
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What we do

How does Bank of America protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information visit bankofamerica.com/security .
How does Bank of America collect my personal information?	We collect your personal information, for example, when you: <ul style="list-style-type: none"> • open an account or perform transactions • apply for a loan or use your credit or debit card • seek advice about your investments We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit some but not all sharing related to: <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes — information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual Bank of America companies may give you additional rights to limit sharing. See <i>other important information</i> section for your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply individually unless you tell us otherwise, except for your choice to limit sharing with nonaffiliates to market to you for credit card accounts or Sponsored Accounts where your choice will apply to all joint account holders. If you have more than one credit card account or Sponsored Account and you choose to opt out, you will need to do so for each account.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • Our affiliates include companies with a Bank of America; Banc of America; U.S. Trust; or Merrill Lynch name, financial companies such as Fleet Credit Card Services L.P. and General Fidelity Life Insurance Company.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • Nonaffiliates we share with can include financial services companies such as insurance agencies or mortgage brokers, nonfinancial companies such as retailers, travel companies and membership organizations, other companies such as nonprofit organizations.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • Our joint marketing partners include financial service companies.

Other important information

Do Not Call Policy. This notice is the Bank of America Do Not Call Policy under the Telephone Consumer Protection Act. We do not solicit via phone numbers listed on the state or federal Do Not Call lists, unless the law permits. Bank of America associates receive training on how to document and process telephone marketing choices. Consumers who ask not to receive telephone solicitations from Bank of America will be placed on the Bank of America Do Not Call list and will not be called in any future campaigns, including those of Bank of America affiliates. If you communicate with us by telephone, we may monitor or record the call.
For Nevada residents only. We are providing you this notice pursuant to state law. You may be placed on our internal Do Not Call List by following the directions in the <i>To limit direct marketing contact</i> section. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number- 702.486.3132; email: BCPINFO@ag.state.nv.us . Bank of America, P.O. Box 25118, FL1-300-02-07, Tampa, FL 33633-0900; Phone number- 1.888.341.5000; email: Click on "Contact Us" at bankofamerica.com/privacy .

Vermont: In accordance with Vermont law, we will not share information we collect about Vermont residents with companies outside of our corporate family, except as permitted by law, such as with your consent, to service your accounts or to other financial institutions with which we have joint marketing agreements. We will not share information about your creditworthiness within our corporate family except with your authorization or consent, but we may share information about our transactions or experiences with you within our corporate family without your consent.

California: In accordance with California law, we will not share information we collect about you with companies outside of Bank of America, unless the law allows. For example, we may share information with your consent, to service your accounts, or to provide rewards or benefits you are entitled to. We will limit sharing among our companies to the extent required by California law.

For Insurance Customers in AZ, CA, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR and VA only. The term "Information" in this part means customer information obtained in an insurance transaction. We may give your Information to state insurance officials, law enforcement, group policy holders about claims experience or auditors as the law allows or requires. We may give your Information to insurance support companies that may keep it or give it to others. We may share medical Information so we can learn if you qualify for coverage, process claims or prevent fraud or if you say we can. To see your Information, write Insurance Services, TX2-977-02-17, 5401 North Beach Street, Fort Worth, TX 76137, Attn: Data Request. You must state your full name, address, the insurance company, policy number (if relevant) and the Information you want. We will tell you what Information we have. You may see and copy the Information (unless privileged) at our office or ask that we mail you a copy for a fee. If you think any Information is wrong, you must write us. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

For MA Insurance Customers only. You may ask in writing the specific reasons for an adverse underwriting decision. An adverse underwriting decision is where we decline your application for insurance, offer to insure you at a higher than standard rate or terminate your coverage.

Bank of America U.S. legal entities

Bank of America U.S. legal entities that utilize the names: Bank of America, Banc of America, U.S. Trust, or Merrill Lynch, as well as the following entities: BACAP Alternative Advisors, Inc., BAC Home Loans Servicing, LP, BofA Advisors, LLC, BofA Distributors, Inc., Countrywide Home Loans, Inc., Fleet Credit Card Services, L.P., Financial Data Services Inc., General Fidelity Life Insurance Company, HomeFocus Services, LLC, HomeFocus Tax Services, LLC, Home Loan Services, Inc., IQ Investment Advisors LLC, KBA Mortgage, LLC, Landsafe Appraisal Services, Inc., Managed Account Advisors LLC, NationsCredit Financial Services Corporation, The Princeton Retirement Group, Inc., SA Mortgage Services, LLC

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

Merrill Lynch Wealth Management makes available products and services offered by MLPF&S and other subsidiaries of Bank of America Corporation. Merrill Edge is the marketing name for two businesses: Merrill Edge Advisory Center, which offers team-based advice and guidance brokerage services; and a self-directed online investing platform.

Investment products:

Are Not FDIC Insured	Are Not Bank Guaranteed	May Lose Value
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Merrill Lynch Education Savings Account is a registered trademark of Bank of America Corporation.