BLOOMWELL
529 EDUCATION SAVINGS

Limited Power of Attorney

Return this Form to:

Bloomwell 529
P.O. Box 85529
Lincoln, NE 68501-5529

Overnight Mail:

Bloomwell 529
1248 O Street, Suite 200
Lincoln, NE 68508

If you have questions, please call us at **877.408.4644,** Monday–Friday, 7 a.m. to 6 p.m. (CT).

INSTRUCTIONS:
Use this form to designate a financial advisor, individual, corporation, or other entity to act as your agent with limited authority to transact business with your Bloomwell 529 Education Savings Plan ("Plan") Account. To grant an agent complete powers to act on your Plan Account, please complete the **Power of Attorney Form.**

- You may only designate one level of authorization in Section 3 for the Account listed on this form.
- This form must be signed by the Account Owner and notarized in Section 4.
- If there is anything about this form that you do not understand, you should consult your lawyer to explain it to you.

NOTICE: THIS DOCUMENT GIVES YOUR AGENT THE POWER TO TAKE CERTAIN ACTIONS IN CONNECTION WITH THE BLOOMWELL 529 EDUCATION SAVINGS PLAN FOR YOU WITHOUT YOUR FURTHER CONSENT. THE POWERS GRANTED ARE SIGNIFICANT AND SUBJECT TO APPLICABLE LAW. ACTIONS TAKEN BY YOUR AGENT WILL BIND YOU AND YOUR SUCCESSORS.

YOU, AS BLOOMWELL 529 EDUCATION SAVINGS PLAN ACCOUNT OWNER AND YOUR AGENT, REPRESENTATIVE OR ATTORNEY-IN-FACT, HEREBY ACKNOWLEDGE AND AGREE THAT THIS LIMITED POWER OF ATTORNEY FORM (PRIOR TO BEING FILLED OUT AND MODIFIED APPROPRIATELY BY YOU AND YOUR ATTORNEY AND SUBMITTED BY YOU) MAY, OR MAY NOT, COMPLY WITH ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS, NOW EXISTING OR AS HEREAFTER AMENDED; YOU AGREE TO WORK WITH YOUR AGENT AND YOUR ATTORNEY TO MAKE ANY MODIFICATIONS NECESSARY OR APPROPRIATE IN ORDER TO ENSURE THAT THIS LIMITED POWER OF ATTORNEY FORM IS OR IS MODIFIED TO BECOME COMPLIANT WITH ALL SUCH APPLICABLE LAWS AND REGULATIONS, AND NONE OF THE PARTIES INDEMNIFIED UNDER SECTION 4 SHALL BE RESPONSIBLE OR LIABLE IN ANY MANNER FOR FAILURE OF THIS LIMITED POWER OF ATTORNEY FORM TO SO COMPLY. YOU HEREBY REPRESENT AND WARRANT THAT THE LIMITED POWER OF ATTORNEY FORM AS SUBMITTED COMPLIES WITH ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS, THAT YOUR AGENT IS QUALIFIED TO SERVE AS SUCH UNDER ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS (INCLUDING BUT NOT LIMITED TO THE INTERNAL REVENUE CODE OF 1986 AS AMENDED).

IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. SUBJECT TO APPLICABLE LAW AND REGULATIONS AND THE TERMS AND CONDITIONS OF THE BLOOMWELL 529 EDUCATION SAVINGS PLAN, YOU MAY REVOKE THIS POWER OF ATTORNEY IN THE FUTURE. IF YOU WISH TO REVOKE THIS POWER OF ATTORNEY YOU MUST NOTIFY THE AGENT IN WRITING WITH A COPY TO THE BLOOMWELL 529 EDUCATION SAVINGS PLAN AT THE ADDRESS SET FORTH ABOVE.

THE PURPOSE OF THIS LIMITED POWER OF ATTORNEY IS TO CONFER UPON AND GRANT TO THE PERSON YOU DESIGNATE (YOUR "AGENT") THE POWERS DESIGNATED HEREIN TO TRANSACT BUSINESS WITH THE BLOOMWELL 529 EDUCATION SAVINGS PLAN, WHICH INCLUDES POWERS TO MAKE INVESTMENT DECISIONS, CONTRIBUTIONS, WITHDRAWALS, AND TAKE OTHER ACTION IN CONNECTION WITH THE BLOOMWELL 529 EDUCATION SAVINGS PLAN WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU. THIS FORM DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS. WHEN POWERS ARE EXERCISED, YOUR AGENT MUST ACT FOR YOUR BENEFIT, AND USE THE CARE, COMPETENCE, AND DILIGENCE ORDINARILY EXERCISED BY AGENTS IN SIMILAR CIRCUMSTANCES, ALL IN ACCORDANCE WITH THE PROVISIONS OF THIS LIMITED POWER OF ATTORNEY AND APPLICABLE LAW.

THIS LIMITED POWER OF ATTORNEY IS INTENDED TO COMPLY WITH APPLICABLE STATE LAW AND SECTION 529 OF THE INTERNAL REVENUE CODE. IN THE EVENT OF A CONFLICT BETWEEN THIS LIMITED POWER OF ATTORNEY AND APPLICABLE STATE LAW, APPLICABLE STATE LAW SHALL CONTROL. IN THE EVENT OF A CONFLICT BETWEEN THIS LIMITED POWER OF ATTORNEY AND SECTION 529 OF THE INTERNAL REVENUE CODE, SECTION 529 OF THE INTERNAL REVENUE CODE WILL CONTROL.

1. Account Owner Information

Name (First, M.I., Last): _____

Street Address: _____

City, State, Zip: _____

Account Number: _____

Mobile Phone Number: _____

Secondary Phone Number: _____

2. Agent Information

(**Note:** If your agent is a corporation or other entity, the entity must also complete and submit a Bloomwell 529 Education Savings Plan **Organization Resolution Form**.)

1. Relationship of Agent to Account Owner (check one)**:**

☐ Financial Advisor

☐ Other (Provide Social Security or Taxpayer Identification Number): _____

Please Complete:

Name of Agent (First, M.I., Last): _____

Financial Advisor Firm Name (if applicable): _____

CRD number provided by FINRA (if you are a financial advisor): _____

Mailing Address: _____

City, State, Zip: _____

Mobile Phone Number: _____

BY SIGNING, ACCEPTING, OR ACTING UNDER THIS APPOINTMENT, THE UNDERSIGNED ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT. THE UNDERSIGNED ACKNOWLEDGES THAT, AS AGENT, THE UNDERSIGNED WORKS EXCLUSIVELY FOR THE BENEFIT OF THE ACCOUNT OWNER. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT THE UNDERSIGNED OWES A DUTY OF LOYALTY TO AND PROTECTION OF THE BEST INTERESTS OF THE ACCOUNT OWNER, A DUTY TO AVOID CONFLICTS OF INTEREST AND TO USE ORDINARY SKILL AND PRUDENCE IN THE EXERCISE OF THESE DUTIES. THE UNDERSIGNED AGREES TO DIRECT ANY BENEFITS DERIVED FROM THIS LIMITED POWER OF ATTORNEY TO THE ACCOUNT OWNER.

Signature and Date Required

X _____

Signature of Agent / Attorney-in-Fact Date

3. Authorization Level

The Account Owner listed in Section 1, appoints the agent listed in Section 2 as the Account Owner's agent. Please initial the appropriate level of access that applies to the Account listed in Section 1.

Note: If you have more than one Account and wish to designate different levels of access for your other Accounts, complete a separate form for each Account.

_____ Initial

Level 1 — Account Inquiry Access. To obtain information about the Account and receive duplicate account statements from the Bloomwell 529 Education Savings Plan.*

_____ Initial

Level 2 — Account Inquiry Access, Contributions, and Investment Option Changes. To obtain information about the Account and receive duplicate account statements from the Bloomwell 529 Education Savings Plan. To contribute money to the above-referenced Account and to move money among Investment Options within the above-referenced Account.*

_____ Initial

Level 3 — Account Inquiry Access, Contributions, Investment Option Changes, and Federal or Nebraska Qualified Withdrawals. To obtain information about the Account and receive duplicate Account statements from the Bloomwell 529 Education Savings Plan. To contribute money to the above-referenced Account and to move money among Investment Options within the above-referenced Account. To make qualified withdrawals, now or in the future, from the above-referenced Account.*

*The authority granted in Level 1, 2 or 3 Access is limited to the level of authority specified above. Account Owner's agent shall have no authority to take any other action, including, but not limited to:

- Changing the address of record on the Account Owner's Account,
- Adding, deleting, or changing any banking information with respect to the Account Owner's Account,
- Changing the Beneficiary,
- Signing or e-signing an Enrollment Form or otherwise opening a new Account on the Account Owner's behalf, or
- Transferring assets to a new Account.

4. Signature

UNLESS YOU DIRECT OTHERWISE, THIS LIMITED POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED OR TERMINATED AS SPECIFIED BELOW. THIS LIMITED POWER OF ATTORNEY WILL CONTINUE TO BE EFFECTIVE EVEN IF YOU BECOME DISABLED, INCAPACITATED, OR INCOMPETENT. UNLESS YOU HAVE NAMED A SUCCESSOR ACCOUNT OWNER UNDER APPLICABLE LAW AND THAT SUCCESSOR ACCOUNT OWNER IS NOT YOUR AGENT, IN WHICH CASE THIS LIMITED POWER OF ATTORNEY WILL TERMINATE AUTOMATICALLY.

THIS LIMITED POWER OF ATTORNEY MAY BE REVOKED BY YOU AT ANY TIME. ABSENT REVOCATION, THE AUTHORITY GRANTED IN THIS LIMITED POWER OF ATTORNEY FORM IS EFFECTIVE WHEN THIS LIMITED POWER OF ATTORNEY FORM IS SIGNED AND CONTINUES IN EFFECT UNTIL YOUR DEATH.

The Account Owner agrees that any third party who receives a copy of this document may act under it. Revocation or termination of this limited power of attorney due to the Account Owner's death, court determination, or any other reason is not effective as to a third party until the third party receives written notice of the revocation or termination and the third party has had a reasonable amount of time to act on such notice. The Account Owner, for the Account Owner and his or her heirs, executors, legal representatives and assigns, agrees to indemnify and hold harmless the Bloomwell 529 Education Savings Plan, the Nebraska Educational Savings Plan Trust, the State of Nebraska, the Nebraska State Treasurer, the Nebraska Investment Council, the Program Manager or its authorized agents, and any of their respective affiliates, agents, and employees, and any third party acting hereunder (*any of such persons or entities a "third party"*) in connection with the Bloomwell 529 Education Savings Plan, for any claims that arise against the third party because of reliance on this limited power of attorney.

IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, CONSULT YOUR ATTORNEY BEFORE SIGNING.

Do not sign below until you are in the presence of the authorized notary providing the notary service.

Signature and Date Required

X _____

Signature of Account Owner Date

Your signature must be notarized. See below. We cannot accept a signature guarantee in place of a notary's seal.

State of: _____

ss. :

County of _____

This document was acknowledged before me on _____ (*date*) by _____ (*name of Account Owner*), who certifies the correctness of the signature of the Account Owner.

X _____

Signature of Notary Date

Name of Notary (First, M.I., Last): _____

My commission expires (*MM/DD/YYYY*): _____

Notary to place seal here

Applies to signature in **Section 4.**