

Merrill Lynch
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Important Notice

December 13, 2010

Thank you for enrolling in the Class Action Settlement Service (the "Service") with Merrill Lynch.

By participating in the Service, you are authorizing Merrill Lynch to take action on your behalf in accepting proposed class action litigation settlement offers. This includes submitting legally binding proofs of claim and release forms ("Claim/Releases") against various named defendant parties in class action litigations allowing you to participate in settlement proceeds that may be approved by the court.

Your participation in the Service means that Merrill Lynch will automatically file Claim/Releases for you when we receive them and our records show that you are entitled to participate in a class action settlement based on transactions occurring in your Merrill Lynch accounts only, and that you will forgo any right to "opt-out" and make your own claim or take other legal action against named defendant parties.

Some of the benefits you'll enjoy with the Service include:

- Claim/Releases automatically filed on your behalf – Simplifies your participation
- Elimination of mailing of Notice of Settlement and Claims/Releases to you for review – Minimizes paperwork
- Settlement checks sent directly to you
- Ability to view current information on pending Claims/Releases on MyMerrill.com

Enclosed you'll find FAQs and our Terms of Service. Please review this information carefully and retain it as your reference guide for the Service.

If you have any questions, please contact your Merrill Lynch Financial Advisor or call (800) MERRILL (637-7455).

Your Financial Advisor is:

JANE SMITH
1000 MAIN ST.
ANY CITY US 54321
(123) 456-7890

Merrill Lynch Wealth Management, Merrill Edge, and The Private Banking and Investment Group offer products and services made available through Merrill Lynch, Pierce, Fenner & Smith Incorporated (MLPF&S).

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Investment products:

Are Not FDIC Insured	Are Not Bank, State or Federal Guaranteed	May Lose Value
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Terms of Service

Your use of the Service is governed by the terms of service set forth below ("Terms of Service"). By enrolling in the Service, you agree to these Terms of Service:

- You authorize Merrill Lynch to automatically file proofs of claim and releases (each, a "Claim/Release") on your behalf for all class action settlements for which Merrill Lynch records indicate that you may be eligible to participate in all your accounts (current, future and closed). In some instances, securities acquired through a share exchange during the class period may not be included in Claim/Release filings.
- Merrill Lynch will not be responsible for filing Claim/Releases for any closed accounts if you no longer are a client. However, Merrill Lynch may continue to file Claim/Releases for enrolled accounts for a period of thirteen (13) months after such accounts are closed.
- Merrill Lynch will use commercially reasonable best efforts in the processing and filing of Claim/Releases but will not be responsible for any Claim/Release rejections or other failures.
 - The Claims Administrator may request additional information as required to efficiently and reliably determine your eligibility and calculate your settlement payment. In some cases, the Claims Administrator may condition acceptance of a Claim/Release on your production of additional information.
 - If a Claim/Release is rejected for any reason by the Claims Administrator, the Claim/Release will be terminated and Merrill Lynch shall have no responsibility to notify you of such rejection or termination.
 - After a Claim/Release has been filed on your behalf, Merrill Lynch will not monitor the status of the Claim/Release and shall have no responsibility for successful delivery of settlement checks to you.
- Once a Claim/Release is filed, Merrill Lynch will post Claim/Release information and any updates received on the Merrill Lynch website (www.mymerrill.com) under "Shareholder Notices." You are responsible for reviewing this information and notifying Merrill Lynch on a timely basis if you wish to withdraw a Claim/Release for any reason. There can be no assurance that a Claim/Release can be withdrawn once filed.
- Participation in this Service does not guarantee that you will receive a settlement payment. We will file Claim/Releases on your behalf when it appears from our records that you are eligible to participate. However, the Claims Administrator, which is supervised by the court, will determine if your Claim/Release meets the requirements for participation and payment. Merrill Lynch has no control over this process and there is no assurance that filing a Claim/Release will result in compensation.
- You understand and agree that by having Merrill Lynch file a Claim/Release on your behalf, you will forego your right to opt out of a class action settlement and sue named defendants on your own, and further, that you will irrevocably and unconditionally release and forever discharge the defendants in the class action lawsuit, which may include issuers, underwriters and other parties (including Merrill Lynch in some cases where it was a participant in an underwriting syndicate) (collectively, the "Released Parties"), from any and all manner of actions that you may ever have had, arising from or related to the securities or events at issue in the class action lawsuit including without limitation all Claims that have been asserted or could have been asserted in any litigation against the Released Parties or any of them for any conduct alleged in the class action lawsuit. You will expressly waive and relinquish the provisions, rights and benefits conferred by the law of any state or territory of the United States or any jurisdiction, principle of common law, which is similar, comparable or equivalent to Section 1542 of the California Civil Code, which provides that:

A general release does not extend to Claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.
- If you are enrolled in an investment advisory program advised by Merrill Lynch or one of its affiliates, your client agreement provides that we will not act for or advise you regarding any legal proceedings, including class actions. You therefore understand and agree that the Service is not part of Merrill Lynch's investment advisory services or our role as a fiduciary to your advisory account. Rather, the Service is a separate, administrative service offered to you for your convenience only.
- Merrill Lynch, its affiliates and service providers used to provide the Service shall not be liable to you for any consequential, indirect, incidental or special damages arising under the Service, even if Merrill Lynch has been advised of the possibility of such damages.
- You agree to indemnify and hold Merrill Lynch, its affiliates and service providers harmless from and against any and all actions, Claims, demands, loss, liability or expense whatsoever, including attorney's fees and costs, resulting from Merrill Lynch's reliance on any information furnished by you. This indemnity shall survive any termination of your use of the Service.
- Your enrollment and participation in the Service, and these Terms of Service, shall be binding upon your executors, administrators, agents, successors and assigns.
- You may terminate the Service at any time upon prior written notice to Merrill Lynch delivered at least fifteen (15) business days in advance of the termination date.
- If you terminate the Service and you later desire to re-enroll, you will be required to enroll in accordance with the then existing procedures.
- Merrill Lynch may, in its sole discretion, upon written notice sent to your address of record, terminate the Service.
- Merrill Lynch may amend these Terms of Service from time to time by sending you sixty (60) days advance notice of an amendment or amended Terms of Service. Your use of the Service after sending of such notice shall constitute your agreement to such amendment or amended Terms of Service.

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Frequently Asked Questions

How will this Service work?

1. Upon receiving notice of a proposed class action settlement offer, Merrill Lynch researches its transaction records to determine which client accounts may be eligible to participate.
2. If your account is identified as eligible to participate, Merrill Lynch will suppress the mailing of the Notice and Claim/Release forms to you.
3. Merrill Lynch will automatically file Claim/Releases on your behalf for all of your accounts enrolled in the Service including closed accounts, if any.
4. Once a Claim/Release is filed, Merrill Lynch will post settlement information and any status updates received on the Merrill Lynch website under "Shareholder Notices," for all accounts for which Claim/Releases have been filed. If you do not currently use the Merrill Lynch website and wish to enroll, you can access it at www.mymerrill.com.
5. Once the settlement process is completed by the court, you will receive any settlement disbursement directly from the Claim/Releases Administrator by check mailed to your address as filed on the Claim/Release form.

What if I do not want all my accounts enrolled in this Service? How do I terminate my enrollment?

You may terminate an individual account or all your accounts from participating in this Service by contacting your branch office and requesting the termination of the Service for each account. If at any time you terminate all of your accounts enrolled in the Service, your participation in the Service will terminate.

Does participation in the Service or filing of a Claim/Release guarantee I will receive compensation from the class settlement?

No. Participation in this Service does not guarantee that you will receive a settlement payment. We will file Claim/Releases that we receive on your behalf when it appears from our records that you may be eligible to participate. However, the Claim/Releases Administrator, which is supervised by the court, will determine if your Claim/Release meets the requirements for participation and payment. Merrill Lynch has no control over this process and will monitor for any payments after submitting proofs of claim. There is no assurance that filing a Claim/Release will result in compensation. Average class action settlement payments are generally less than \$50.00 for retail investors.

How long can I expect to wait for the settlement check?

Each settlement differs and Merrill Lynch has no control over the payment process. The average length of time between the initiation of the settlement offer and delivery of the check is 18 months.

Am I giving anything up by participating in the Service?

Yes. When a Claim/Release is filed automatically on your behalf, you will be forgoing the right to "opt out" of the class action to sue the defendants on your own and you are agreeing to release the named defendants from any further claims relating to the transactions that are covered by the settlement. By participating in the Service, you won't be making this decision on a case-by-case basis unless you review the settlement information on the Merrill Lynch website and notify Merrill Lynch on a timely basis to withdraw your Claim/Release.

Will I be charged a fee for this Service?

No fee will be charged for this Service at this time.