




Kansas ABLE Savings Plan Power of Attorney - Authorized Individual

- You may complete this form to designate someone as an Authorized Individual with authority to act as your Agent on your ABLE Account.
- This **Power of Attorney - Authorized Individual Form** must be signed by the Account Owner in **Section 3** and your signature must be notarized.
- This **Power of Attorney - Authorized Individual Form** must also be signed by the Authorized Individual in **Section 2**.
- You are encouraged to seek independent legal advice regarding the effect of this form and other options which may be more appropriate for your situation.
- Type in your information and print out the completed form, or print clearly, preferably in capital letters and black ink. Mail the form to the address listed. Do not staple.
- Terms not defined on this form are used as defined in the National ABLE Alliance Plan Disclosure Booklet (the "Plan Disclosure Booklet") and any Applicable Law.

Forms can be downloaded from our website at [ks.savewithable.com](https://www.savewithable.com), or you can call us to order any form—or request assistance in completing this form—at **1.888.609.8919** any business day from 8 a.m. to 5 p.m. CT.

 **1.888.609.8919**
8 a.m. to 5 p.m. CT M-F

 **ks.savewithable.com**

 **ks.clientservice@savewithable.com**

Regular mailing address:
Kansas ABLE Savings Plan
P.O. Box 219266
Kansas City, MO 64121

Overnight mailing address:
Kansas ABLE Savings Plan
1001 E 101st Terrace, Suite 200
Kansas City, MO 64131

PLEASE NOTE: ALL PROVISIONS IN THIS DOCUMENT THAT ARE SUBJECT TO THE "APPLICABLE LAWS OF THE STATE" SHOULD BE UNDERSTOOD TO INCLUDE THE LAWS OF THE STATE OF KANSAS SPECIFICALLY.

WARNING TO THE PRINCIPAL EXECUTING THIS DOCUMENT

THIS IS AN IMPORTANT LEGAL DOCUMENT THAT IS AUTHORIZED BY THE APPLICABLE LAW OF THE STATE, AS DEFINED IN THE NATIONAL ABLE ALLIANCE PLAN DISCLOSURE BOOKLET (THE "PLAN DISCLOSURE BOOKLET"). THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THE POWERS GRANTED BY THIS DOCUMENT ARE DEFINED BY THE APPLICABLE LAW OF EACH STATE.

NOTICE: THIS DOCUMENT GIVES THE PERSON YOU DESIGNATE (YOUR "AGENT") THE POWER TO ACT FOR YOU, WITHOUT YOUR FURTHER CONSENT, IN ANY WAY THAT YOU COULD ACT FOR YOURSELF. ACTIONS TAKEN BY YOUR AGENT WILL BIND YOU AND YOUR SUCCESSORS.

THE PURPOSE OF THIS POWER OF ATTORNEY IS TO CONFER UPON AND GRANT TO YOUR AGENT BROAD POWERS TO TRANSACT BUSINESS WITH THE PLAN, AS DEFINED IN THE PLAN DISCLOSURE BOOKLET, WHICH MAY INCLUDE POWERS TO MAKE INVESTMENT DECISIONS, CONTRIBUTIONS, WITHDRAWALS, AND TAKE OTHER ACTION IN CONNECTION WITH THE 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 HAS A FIDUCIARY OBLIGATION TO EXERCISE THE POWERS CONFERRED IN YOUR BEST INTERESTS, AND TO AVOID SELF-DEALING AND CONFLICTS OF INTEREST, AS IN THE CASE OF A TRUSTEE WITH RESPECT TO THE TRUSTEE'S BENEFICIARY OR BENEFICIARIES..." KAN. STAT. 58-656 DUTIES OF ATTORNEY IN FACT; RELATION OF ATTORNEY IN FACT TO COURT-APPOINTED FIDUCIARY; DEATH OF PRINCIPAL (KANSAS STATUTES (2022 EDITION)).

UNTIL YOU REVOKE THIS POWER OF ATTORNEY OR A COURT ACTING ON YOUR BEHALF TERMINATES IT, YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME. IF YOU WISH TO REVOKE THIS POWER OF ATTORNEY YOU MUST NOTIFY THE AGENT IN WRITING WITH A COPY TO THE PLAN AT THE ADDRESS SET FORTH ABOVE.

THIS POWER OF ATTORNEY IS INTENDED TO COMPLY WITH THE APPLICABLE LAW OF THE STATE. IN THE EVENT OF A CONFLICT BETWEEN THIS POWER OF ATTORNEY AND THE APPLICABLE LAW OF THE STATE, THE APPLICABLE LAW OF THE STATE SHALL CONTROL. YOU MAY HAVE OTHER RIGHTS OR POWERS UNDER THE APPLICABLE LAW OF THE STATE NOT SPECIFIED IN THIS FORM.

3. Signature, appointment of Authorized Individual, indemnification, and notarization—YOU MUST SIGN BELOW

DURABLE POWER OF ATTORNEY

THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED OR TERMINATED AS SPECIFIED BELOW. THIS POWER OF ATTORNEY WILL CONTINUE TO BE EFFECTIVE EVEN IF YOU BECOME WHOLLY OR PARTIALLY DISABLED, OR IN THE EVENT OF LATER UNCERTAINTY AS TO WHETHER YOU ARE DEAD OR ALIVE. THIS POWER OF ATTORNEY MAY BE REVOKED BY YOU AT ANY TIME. ABSENT REVOCATION, THE AUTHORITY GRANTED IN THIS POWER OF ATTORNEY IS EFFECTIVE WHEN THIS POWER OF ATTORNEY IS SIGNED AND CONTINUES IN EFFECT UNTIL YOUR DEATH.

I, the Account Owner listed in Section 1, appoint the Authorized Individual listed in Section 2, as my Agent to act for me in any lawful way that I may act with respect to the IL ABLE Account identified in Section 1, or in any identically registered account opened for the Account Owner after this Power of Attorney has been signed and received in good order by Kansas ABLE Savings Plan. This Power of Attorney is effective immediately. This is a durable power of attorney and the authority of my attorney in fact (the Authorized Individual listed in Section 2) shall not terminate if I become disabled or in the event of later uncertainty as to whether I am dead or alive.

I agree that any third party who receives a copy of this document may act under it with respect to the Kansas ABLE Savings Plan Account identified in Section 1. Revocation or termination of the Power of Attorney due to my 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. I, for myself and for my heirs, executors, legal representatives and assigns, agree to indemnify and hold harmless the Plan Administrators, as defined in the Plan Disclosure Booklet, and any of their respective authorized agents, and employees, and any third party acting hereunder (any of such persons, individually, a "third party") in connection with Kansas ABLE Savings Plan, from and against any and all claims that may arise or do arise against such third party by reason of any action or inaction by such third party having relied on the provisions of this Power of Attorney, including any claims that arise from acting on instructions believed by any of them to have originated from my Agent, and to pay such third party promptly on demand, for any and all losses arising out of any act by my Agent under this Power of Attorney.

IF YOU HAVE ANY QUESTIONS ABOUT THE POWER OF ATTORNEY OR AUTHORITY YOU ARE GRANTING TO YOUR AUTHORIZED INDIVIDUAL, YOU SHOULD SEEK LEGAL ADVICE BEFORE SIGNING THIS FORM.

SIGNATURE [Signature line]

Signature of Account Owner

[Date boxes]

Date (mm/dd/yyyy)

PLEASE NOTE: A NOTARIZED SIGNATURE IS REQUIRED.

The Account Owner's signature must be notarized. We cannot accept a signature guarantee in place of a notary's seal.

STATE OF _____)

)ss.:

COUNTY OF _____)

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

SIGNATURE [Signature line]

Signature of Notarial Officer

[Date boxes]

Date (mm/dd/yyyy)

[Name boxes]

Name of Notarial Officer (first, middle initial, last)

[Title boxes]

Title (and Rank) of the Notarial Officer

My appointment expires:

[Date boxes]

Date (mm/dd/yyyy)

Notary to place seal here
Applies to signature in Section 3.

DO NOT STAPLE