



KENTUCKY
Education Savings Plan Trust

Durable Power of Attorney and Indemnification Agreement For Power of Attorney Registration

Participant's Name: _____

KESPT Account Number(s): _____

Home Phone: () _____

I, _____ of _____
do hereby make, constitute and appoint _____
whose specimen signature is _____
and whose address is _____
my true and lawful Attorney in Fact. All references herein to my Attorney in Fact shall be to such person or his or her
successors.

THIS IS A DURABLE POWER OF ATTORNEY AND THE AUTHORITY OF MY ATTORNEY IN FACT SHALL NOT TERMINATE IF I BECOME DISABLED OR INCAPACITATED OR IN THE EVENT OF LATER UNCERTAINTY AS TO WHETHER I AM DEAD OR ALIVE.

I give and grant to my Attorney in Fact the power to act on my behalf with respect to the above referenced KESPT account(s), such power to be used for my benefit and to be exercised by my Attorney in Fact only in a fiduciary capacity. Specifically, my Attorney in Fact shall have the power:

To deposit or invest funds owned wholly or partly by me in the above referenced KESPT account(s); to withdraw, now or in the future, any funds from the above referenced KESPT account(s); and to otherwise manage and enter into all other lawful transactions with respect to the above referenced KESPT account(s).

I hereby agree to indemnify and hold State Street Bank and Trust Company (State Street), Boston Financial Data Services, Inc. (Boston Financial), TIAA-CREF Tuition Financing, Inc. or any of its affiliates, and the KESPT program harmless from acting upon instructions, either oral or in writing, believed to have originated from said Attorney in Fact and from any and all acts of said Attorney in Fact with respect to my KESPT account(s).

The authorization and indemnity is a continuing one and shall remain in full force and effect and shall be binding upon the undersigned's heirs, executors, successors, beneficiaries, or assigns until revoked by the undersigned by a written notice addressed to Boston Financial and delivered to its main office, such revocation shall not effect any liability in any way resulting from transactions initiated prior to Boston Financial's acting on such revocation within a reasonable amount of time. In case of the death, disability or incompetence of the undersigned, this authorization shall continue and TIAA-CREF Tuition Financing, Inc. or any of its affiliates, State Street, Boston Financial, and the KESPT program shall not be responsible for any action taken on the basis of this authorization until Boston Financial has received written notice thereof addressed to Boston Financial and delivered to its main office.

Any grant of a Durable Power of Attorney made by me subsequent to the date of execution of this Durable Power of Attorney shall not revoke this Durable Power of Attorney, unless the subsequent Durable Power of Attorney contains a statement to the contrary and specifically refers to this Durable Power of Attorney by its date. Any person relying on this power of attorney may rely on a photocopy as if it were an original.

The undersigned has read the foregoing in its entirety before signing. IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20____.

Signature of Grantor of Power of Attorney

STATE OF KENTUCKY) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by _____.

Notary Public
My commission expires: _____

AFFIDAVIT OF ATTORNEY-IN-FACT

STATE OF KENTUCKY) ss.
COUNTY OF _____)

I, _____, of lawful age, being duly sworn on his oath says that _____, as principal, who resides at _____ did on this ____ day of _____, 20 __ appoint me h__ true and lawful attorney by the foregoing instrument hereby made a part hereof.

Signature of Attorney-In-Fact

Subscribed and sworn before me this ____ day of _____, 20____.

Notary Public
My commission expires: _____