

Company certifies that Authorized Representative is authorized to supply any necessary endorsement of Company and that checks, drafts or other orders for the payment, transfer or withdrawal of the funds or other property of Company on deposit in the Account(s) are binding on Company when signed by Authorized Representative or deposited to the Account(s) and Bank is hereby authorized to pay and charge to the Account(s) any such checks, drafts or other orders so signed or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same. In particular and not in limitation of the foregoing, Authorized Representative may authorize payment, transfer or withdrawal by mail, telephonic or electronic directions to Bank complying with such rules and regulations relating to such authorization as Bank may communicate to Authorized Representative from time to time.

Company agrees that Bank, in dealing with Authorized Representative need not request but will be entitled to accept and rely on any representations by Authorized Representative that the purpose of exercising the authority hereby granted is within the scope of Authorized Representative's authority to act on behalf of Company, and Bank will not be obligated to make any inquiries in order to verify or confirm any such representation or to assure that any funds or other properties of Company are in fact applied or used for any purposes so represented or for any other proper purpose; and Bank will in no event be responsible or held liable for any misapplication or misuse of any funds or other property of Company acquired, encumbered or disposed of pursuant to any authority herein granted.

Company ratifies, approves and confirms any and all transactions with Bank done by Authorized Representative or otherwise done on behalf of Company, prior to the execution of this Certificate.

The terms and provisions of this Certificate, and the authority herein granted, will be and will continue to be binding upon Company and its successors and assigns until Bank has received written notice to the contrary signed by a duly authorized officer of Company.

Company acknowledges that the rights and authority herein granted are in addition to and not in limitation of the rights, authority or powers otherwise available to any trustee or any other person by law or agreement.

Company understands that to help the government fight the funding of terrorism and money laundering activities, U.S. federal law requires financial institutions such as Bank to obtain, verify, and record information that identifies each person (individual or business) who opens an account at such institution. Company further understands that this means that when an account is opened for the Affiliate, or any additional service is obtained for Company, Bank will request Company's name, address, taxpayer identification number and other information that will allow Bank to identify Company, and Bank may also seek additional identifying documents.

If Company is controlled by or affiliated with any "Senior Foreign Political Figure", or controlled by or affiliated with any immediate family member or close personal/professional associate of a Senior Foreign Political Figure, then such Senior Foreign Political figure, family member, or associate is hereby identified on the following line: _____. If the line at the end of the preceding sentence is left blank, Company hereby certifies that Company is not a business controlled by or affiliated with either a Senior Foreign Political Figure or an immediate family member or close personal/professional associate of a Senior Foreign Political Figure.

If Company has identified itself in the information box above as a U.S. person (including U.S. resident alien), Company hereby certifies that:

(i) the Tax Identification Number shown above is Company's correct tax identification number; (ii) Company is not subject to backup withholding because: (a) Company is exempt from backup withholding, or (b) Company has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a

failure to report all interest or dividends or (c) the IRS has notified Company that it is no longer subject to backup withholding, and

This box must be checked if Company has been notified by the IRS that it is currently subject to backup withholding because it failed to report all interest and dividends on its tax return.

(ii) Company is a U.S. Citizen or other U.S. person (for federal tax purposes, Company is a U.S. person if it is an individual who is a U.S. citizen or U.S. resident alien; a partnership, corporation, company or association created or organized in the United States or under the laws of the United States; an estate (other than a foreign estate); or a domestic trust).

If Company has identified itself in the information box above as a nonresident alien or other foreign nonresident entity, Company understands that, to remain exempt from back-up withholding and/or reduced withholding rates based on income tax treaties or U.S. Law, it must certify as to its foreign status. Accordingly, Company hereby certifies (i) that it is (check only one box): a non-resident alien individual or non-resident foreign corporation (Form W-8BEN); a foreign partnership (Form W-8IMY); a foreign tax-exempt organization or government (Form W-8ECI or Form W-8EXP); acting as an intermediary (Form W-8IMY); or claiming exemption based on income effectively connected with the conduct of a trade or business within the United States (Form W-8ECI); and (ii) that it has properly completed and signed, and attached to this Designation, the appropriate version of Form W-8 identified in parenthesis immediately following the box checked above.

Date: _____

Certified/Agreed to on behalf of Company by:

Name: _____

Name: _____

Title: _____

Title: _____