

COMMISSIONERS:  
ART GRAHAM, CHAIRMAN  
LISA POLAK EDGAR  
RONALD A. BRISÉ  
EDUARDO E. BALBIS  
JULIE I. BROWN

STATE OF FLORIDA



OFFICE OF COMMISSION CLERK  
ANN COLE  
COMMISSION CLERK  
(850) 413-6770

# Public Service Commission

January 18, 2011

Ms. Pat Guminski, Center State Bank  
Independent National Bank  
Post Office Box 2900  
60 SW 17<sup>th</sup> Street  
Ocala, Florida 34478-9905

**Re: Docket Number 100126-WS, Application for increase in water rates in Marion County by C.F.A.T. and H2O, Inc. and Docket Number 100127-WS, Application for increase in water and wastewater rates in Marion County by Tradewinds Utilities, Inc.**

Dear Ms. Guminski:

Enclosed please find two original Escrow Agreements in each of the above-referenced dockets, which I have executed this date, as the Florida Public Service Commission's agent for such matters. A third copy will be placed in each respective docket.

Also enclosed are executed Rate and Fee Schedules and the Independent National Bank Business Account Application, along with primary and secondary personal identification.

If you have any questions, please feel free to contact me.

Sincerely,

Handwritten signature of Ann Cole in cursive.

Ann Cole, Commission Clerk  
Office of Commission Clerk

Enclosures

cc: Ralph Jaeger, Office of the General Counsel  
Keino Young, Office of the General Counsel  
Bart Fletcher, Division of Economic Regulation  
Charlie deMenzes, 1410 NE 8<sup>th</sup> Avenue, Ocala, Florida 34470

DOCUMENT NUMBER DATE  
00406 JAN 18 =  
FPSC-COMMISSION CLERK

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made by and between CENTER STATE BANK (the "Bank"), the FLORIDA PUBLIC SERVICE COMMISSION ("FPSC") and C.F.A.T. H2O, INC., a Florida corporation, (the "Utility"), upon the following terms, conditions and considerations:

### WITNESSETH:

WHEREAS, by action of the FPSC in Docket No. 100126-WU, Order No. PSC-10-0739-PCO-WU issued December 20, 2010, the FPSC granted the Utility's request for interim monthly water service rates, and

WHEREAS, as a condition of such order, the Utility is required to provide cash security for those monthly water service rates collected subject to a refund, and

WHEREAS, the Bank has agreed to hold such funds in an interest bearing escrow account,

NOW, therefore, in consideration of Ten Dollars and the mutual covenants herein, the parties agree as follows:

1. The foregoing representations are true and correct,
2. The Utility and FPSC shall open a joint interest bearing escrow account. The amount of interim monthly water service rates collected subject to a refund shall be deposited by the Utility in the escrow account and in accordance with the requirements of the FPSC Order issued in Docket No. 100126-WU.
3. The balance in the escrow shall bear interest at the Bank's prevailing savings rate. Utility shall pay all fees required to maintain the escrow account.
4. In the event a refund is required, the Utility is authorized to withdraw funds from this account for the purpose of paying said refund with interest and undertaken in accordance with Rule 25-30.360, Florida Administrative Code.
5. The Utility shall provide to FPSC a report by the 20<sup>th</sup> day of each month indicating the monthly and total amount collected subject to refund.
6. The Commission Clerk of the Office of Commission Clerk of the FPSC and the Utility shall be signatories to the Escrow Account. Signature cards executed by the Commission Clerk of the Office of Commission Clerk of the FPSC and the Utility shall designate the appropriate authorized signature for each. No withdrawals of funds shall occur without the prior approval of the Commission through the Office of Commission Clerk.
7. The Bank shall forward regular monthly statements (including images of cancelled checks) to the Utility and shall mail a copy of the monthly statement to the FPSC.
8. The balance of the funds remaining in the Escrow Account shall be disposed of in accordance with the FPSC's final order immediately after issuance and the account closed thereafter.
9. The Utility shall indemnify and hold the Bank harmless from any claim, demand or loss suffered by the Bank, and the cost thereof including court costs and attorney fees for negotiation, trial and appeal.

00406 JAN 18 =

FPSC-COMMISSION CLERK

10. This Escrow Account is established pursuant to the FPSC decision reached in Docket No. 100126-WU at its November 30, 2010 Agenda Conference for the benefit of the Utility's customers.
11. The information concerning the Escrow Account shall be available from the Bank to the FPSC and its representative at all times.
12. This Escrow Account is established by the direction of the Florida Public Service Commission for the purposes set forth in its order requiring such account. Pursuant to Cosentino v. Elson, 263 So. 2d 253 (Fla. 3<sup>rd</sup> DCA 1972), escrow accounts are not subject to garnishment.

THIS AGREEMENT shall become effective and binding upon all parties upon the date that it becomes executed by all parties.

C.F.A.T. H2O, INC., a Florida corporation.

By: \_\_\_\_\_  
Charles P. deMenzes, as its President

Date: \_\_\_\_\_

CENTER STATE BANK

By: \_\_\_\_\_  
, as its Vice President

Date: \_\_\_\_\_

FLORIDA PUBLIC SERVICE COMMISSION

By:  \_\_\_\_\_  
Ann Cole, Commission Clerk  
Office of Commission Clerk

Date: 1-18-11

## **ESCROW AGREEMENT**

THIS ESCROW AGREEMENT is made by and between CENTER STATE BANK (the "Bank"), the FLORIDA PUBLIC SERVICE COMMISSION ("FPSC") and TRADEWINDS UTILITIES, INC., a Florida corporation, (the "Utility"), upon the following terms, conditions and considerations:

### **WITNESSETH:**

WHEREAS, by action of the FPSC in Docket No. 100127-WS, Order No. PSC-10-0731-PCO-WS issued December 15, 2010, the FPSC granted the Utility's request for interim monthly water and wastewater service rates, and

WHEREAS, as a condition of such order, the Utility is required to provide cash security for those monthly water and wastewater service rates collected subject to a refund, and

WHEREAS, the Bank has agreed to hold such funds in an interest bearing escrow account,

NOW, therefore, in consideration of Ten Dollars and the mutual covenants herein, the parties agree as follows:

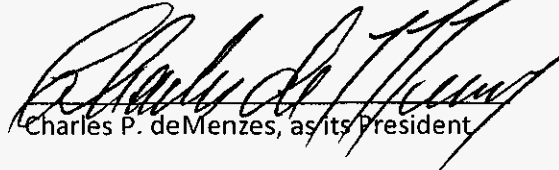
1. The foregoing representations are true and correct,
2. The Utility and FPSC shall open a joint interest bearing escrow account. The amount of interim monthly water and wastewater service rates collected subject to a refund shall be deposited by the Utility in the escrow account and in accordance with the requirements of the FPSC Order issued in Docket No. 100127-WS.
3. The balance in the escrow shall bear interest at the Bank's prevailing savings market rate. Utility shall pay all fees required to maintain the escrow account.
4. In the event a refund is required, the Utility is authorized to withdraw funds from this account for the purpose of paying said refund with interest and undertaken in accordance with Rule 25-30.360, Florida Administrative Code.
5. The Utility shall provide to FPSC a report by the 20<sup>th</sup> day of each month indicating the monthly and total amount collected subject to refund.
6. The Commission Clerk of the Office of Commission Clerk of the FPSC and the Utility shall be signatories to the Escrow Account. Signature cards executed by the Commission Clerk of the Office of Commission Clerk of the FPSC and the Utility shall designate the appropriate authorized signature for each. No withdrawals of funds shall occur without the prior approval of the Commission through the Office of Commission Clerk.
7. The Bank shall forward regular monthly statements (including images of cancelled checks) to the Utility and shall mail a copy of the monthly statement to the FPSC.
8. The balance of the funds remaining in the Escrow Account shall be disposed of in accordance with the FPSC's final order immediately after issuance and the account closed thereafter.
9. The Utility shall indemnify and hold the Bank harmless from any claim, demand or loss suffered by the Bank, and the cost thereof including court costs and attorney fees for negotiation, trial and appeal.

10. This Escrow Account is established pursuant to the FPSC decision reached in Docket No. 100127-WS at its November 30, 2010 Agenda Conference for the benefit of the Utility's customers.
11. The information concerning the Escrow Account shall be available from the Bank to the FPSC and its representative at all times.
12. This Escrow Account is established by the direction of the Florida Public Service Commission for the purposes set forth in its order requiring such account. Pursuant to Cosentino v. Elson, 263 So. 2d 253 (Fla. 3<sup>rd</sup> DCA 1972), escrow accounts are not subject to garnishment.

THIS AGREEMENT shall become effective and binding upon all parties upon the date that it becomes executed by all parties.

TRADEWINDS UTILITIES, INC, a Florida corporation.

By:

  
Charles P. deMenzes, as its President

Date: \_\_\_\_\_

CENTER STATE BANK

By: \_\_\_\_\_

, as its Vice President

Date: \_\_\_\_\_

FLORIDA PUBLIC SERVICE COMMISSION

By:

  
Ann Cole, Commission Clerk  
Office of Commission Clerk

Date: 1-18-11

# RATE AND FEE SCHEDULE

**Account Holders:** C.F.A.T. H2O, Inc. FPSC Escrow Account  
PO Box 5220  
Ocala, FL 34478

**Financial Institution:** CenterState Bank of Florida, N.A.  
17th St. Branch  
P.O. Box 2900  
60 SW 17th Street  
Ocala, FL 34478-2900

We appreciate your decision to open a deposit account with us. This schedule sets forth certain conditions, rates, fees, and charges that are specific to your Account. Each Account Holder agrees to the terms set forth on this Deposit Account Rate and Fee Schedule, and acknowledges that it is a part of the Account Agreement. Subject to applicable law and the terms of the Account Agreement, we may amend the rates, fees and charges contained in this schedule from time to time.

## BUSINESS SAVINGS - [REDACTED]

**Account Holder:** C.F.A.T. H2O, Inc. FPSC Escrow Account

**Account Opening Date:** 12-24-2010

**Account Ownership:** Corporation

**Account Purpose:** Non Consumer

**Rata Information:** This Account is an interest bearing account. The interest rate on the account is 0.10% with an annual percentage yield of 0.10%.

The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account at any time without notification. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded daily and will be credited to the account monthly. If the account is closed before interest is credited, you will not receive the accrued interest.

**Balance Information:** We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day. We will use an interest accrual basis of 365 (or 366 in leap year) for each day in the year.

**Limitations:** You must deposit \$25.00 to open this account. Independent National Bank allows four (4) withdrawals each four (4) week period at no charge. Each withdrawal over four (4) will be assessed an excess withdrawal fee of \$2.00 fee.

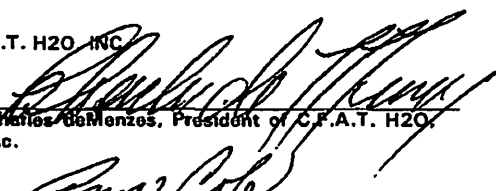
Limitations apply on savings accounts for transfers and withdrawals as noted in Regulation D: You may make up to six (6) transfers from your account each four (4) week or similar period, if by preauthorized or automatic transfer, telephone (including data transmission) agreement, order or instruction, internet banking transfer, check, draft, debit card or similar order (including POS transaction), made by the depositor and payable to third parties. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are unlimited.

**Account Fees:** There is no minimum balance requirement and no monthly maintenance fee. The following fees apply to this account: Stop Payment Fee: \$29.00; Deposited checks and other items returned unpaid: \$5.00; Garnishments: \$75.00; Executions: 75.00; Levies: \$75.00; Account Activity Printout: \$3.00; Third party reporting of deposited checks and other items returned unpaid.: \$9.50; Photocopies (Other): \$.25; Fax Service: \$4.00 plus \$.25 per page over 4 pages; Cashier's check - Depositor: \$5.00; Cashier's Checks-Exchange Fee: \$7.00; Traveler's checks: ; Traveler's checks for two: ; Notary Service (Non-Depositor): \$10.00; Account research: \$20.00 per hour/minimum \$10.00; Account balancing assistance: \$15.00 per 1/2 hour (minimum \$15.00); Account closed within 90 days of opening: \$25.00; Notary Service (Depositor): \$5.00; Photocopies of Statements: \$3.00; Wire Transfers - Foreign outgoing: \$50.00; Wire Transfer - Domestic Outgoing: \$25.00; Wire Transfers - Domestic Incoming: \$10.00; Wire Transfer - Foreign Incoming: \$15.00; Collection Fees - Foreign Items: \$25.00; Collection Fees - Domestic Items: \$15.00; Collection Items - Drafts: \$15.00; Purchase/Sale of Foreign Currency (Overnight): \$20.00; Special statement cutoff date: \$10.00 per month; Deposited Checks & Other Items returned to third party: \$9.50; Money Order: ; Purchase/Sale of Foreign Currency : 20.00; Overdraft Call Request: \$10.00 per call; Photocopies of Checks: \$2.00 per copy; Paid and Returned Overdraft Fees: \$32.00 per item. This fee applies to overdrafts created by check, in-person withdrawal, ATM withdrawal, or other electronic means. This fee applies whether an item is paid or returned unpaid.; Dormant Account Monthly Fee: \$10.00; Overdraft Balance Interest: N/A; Check printing: Price varies with check style; Replace lost or stolen ATM Card: \$5.00; Change Orders: \$.40 per strap and \$.08 per roll of coin; Telephone Transfer: \$3.50; Visa International Fee: Visa International Transaction Fees: The following Visa International transaction fees will be assessed: If you conduct a transaction involving only U.S.dollars with your ATM/Visa Debit card in a country outside of the United States of America, Puerto Rico or the U.S.Virgin Islands there will be a transaction fee of 0.8% of the transaction amount that will appear on your monthly statement. If you conduct a transaction involving multiple currencies with your ATM/ Visa Debit card in a country outside of the United States of America, Puerto Rico or the U.S. Virgin Islands there will be a transaction fee of 1.00% of the transaction amount that will appear on your monthly statement. \*Some Internet transactions may qualify as an international transaction and will be assessed the appropriate fee.; Overdraft Fee (Assessed every 5 days): \$5.00; and Excessive withdrawal fee: 2.00.

### ACCOUNT HOLDERS:

### FINANCIAL INSTITUTION:

C.F.A.T. H2O, INC.

By:   
Charles DeMenozos, President of C.F.A.T. H2O, Inc.

X \_\_\_\_\_  
Authorized Signer

By:   
Ann Cole, Commission Clerk

CenterState Bank of Florida, N.A.

5054986

Account Purpose: Non Consumer

Account Holder Name(s): C.F.A.T. H2O, Inc. FPSC Escrow Account

Reporting SSN/TIN: 65-0445576

Mailing Address: PO Box 5220, Ocala, FL 34478

Street Location: PO Box 5220, Ocala, FL 34478



Telephone Number: (352) 622-4949 Work #:

Number of Signatures Required: 2 CIF Number:

ACCOUNT TYPE Business Savings		ACCOUNT NUMBER	
Date Opened 12-24-10	Date Revised	Opened By PGUMINSK2611	Verified By CHEXSYSTEMS

BUSINESS TYPE: Corporation

Signatures of Authorized Individuals. This Agreement is subject to all terms below.

<p>X </p> <p>Charles de Menzes, President of C.F.A.T. H2O, Inc.</p>	<p>X </p> <p>Ann Cole, Commission Clerk</p>
(Signatures and printed names of each account signer)	

The authorized Agent(s) signing above agree(s), that the Corporation's Account(s) will be governed by the terms set forth in the Deposit Account Agreement and Disclosure, the Time Certificate of Deposit or Confirmation of Time Deposit Agreement (if applicable), the Rate and Fee Schedule, the Funds Availability Policy Disclosure, the Substitute Check Policy Disclosure, the Electronic Funds Transfer Agreement and Disclosure, (if applicable), and acknowledge receipt of our privacy policy (if applicable), as amended by the Financial Institution from time to time. The authorized Agent(s) also acknowledge that they have received at least one copy of these deposit account documents.

TIN/BACKUP WITHHOLDING

Reporting TIN: 65-0445576

Important: Under penalties of perjury, I certify that the number shown above is the Corporation's correct taxpayer identification number, I am a U.S. person (including a U.S. resident alien), and that (check appropriate box):

- The Corporation is not subject to backup withholding, because the Corporation is exempt from backup withholding, or because the Corporation has not been notified by the IRS that the Corporation is subject to backup withholding as a result of failure to report all interest or dividends, or because the IRS has notified the Corporation that the Corporation is no longer subject to backup withholding.
- The Corporation is subject to backup withholding.

Signature of Authorized Individual: X  Date

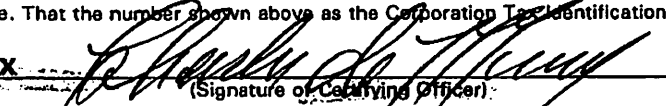
CERTIFICATE OF AUTHORITY AND CORPORATE RESOLUTIONS Date: 01-13-2011

The individuals signing above certify that the Corporation is organized, exists, and is duly authorized to transact business under the laws of the state in which it is located and its principal office is located at the address shown above. The name of the Corporation shown herein is the complete and correct name of the Corporation. Excluding the corporation name, all registered assumed business names under which the corporation does business are as follows:

The individuals signing above certify that all of the officers and Authorized Agents ("Agents") of the Corporation listed occupy the positions shown, and have signed herein.

The officers further represent and certify that the following resolutions were adopted at a duly convened meeting of the Board of Directors or by other duly authorized action in lieu of a meeting and remain unmodified and in full force and effect:

- a. That the Agents listed herein are authorized and empowered to act for and on behalf of the Corporation to carry out and perform transactions under the terms and conditions of the Agreement. The named Agents are authorized and empowered to execute such other agreements and to perform such other acts as they deem reasonably necessary to carry out the provisions of the Agreement. The other agreements and other acts may not be contrary to the provisions contained in this Resolution.
- b. That the Financial Institution is directed to accept and pay without further inquiry any item, bearing the following appropriate number of signature(s), drawn against any of the Corporation's accounts with the Financial Institution.
- c. That any one of such Agents is expressly authorized to endorse all checks, drafts, notes, and other items payable to or owned by the Corporation for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and to accept drafts and other items payable at the Financial Institution.
- d. That the authority given to the Agents shall remain in full force until written notice of revocation is delivered and received by the Financial Institution at each location where an account is maintained. Any such notice shall not affect any items in process at the time notice is given. An Officer or Agent of the Corporation will notify the Financial Institution of any change in the ownership of the Corporation, corporate name, any assumed business names, and any aspect of the Corporation affecting the relationship between the Corporation and the Financial Institution before it occurs.
- e. That the number shown above as the Corporation Tax Identification Number (TIN) is correct.

X  X (\*Signature of Other Authorized Director)

\*NOTE: In the case the Secretary or other certifying officer is designated by the resolutions as one of the signing officers, this certificate must also be signed by a second Director of the Corporation.

# RATE AND FEE SCHEDULE

**Account Holders:** Tradewinds Utilities, Inc. FPSC Escrow Account  
P.O. Box 5220  
Ocala, FL 34478

**Financial Institution:** CenterState Bank of Florida, N.A.  
17th St. Branch  
P.O. Box 2900  
60 SW 17th Street  
Ocala, FL 34478-2900

We appreciate your decision to open a deposit account with us. This schedule sets forth certain conditions, rates, fees, and charges that are specific to your Account. Each Account Holder agrees to the terms set forth on this Deposit Account Rate and Fee Schedule, and acknowledges that it is a part of the Account Agreement. Subject to applicable law and the terms of the Account Agreement, we may amend the rates, fees and charges contained in this schedule from time to time.

## BUSINESS SAVINGS

**Account Holder:** Tradewinds Utilities, Inc. FPSC Escrow Account

**Account Opening Date:** 12-17-2010

**Account Ownership:** Corporation

**Account Purpose:** Non Consumer

**Rate Information:** This Account is an interest bearing account. The interest rate on the account is 0.10% with an annual percentage yield of 0.10%.

The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account at any time without notification. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded daily and will be credited to the account monthly. If the account is closed before interest is credited, you will not receive the accrued interest.

**Balance Information:** We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day. We will use an interest accrual basis of 365 (or 366 in leap year) for each day in the year.

**Limitations:** You must deposit \$25.00 to open this account. Independent National Bank allows four (4) withdrawals each four (4) week period at no charge. Each withdrawal over four (4) will be assessed an excess withdrawal fee of \$2.00 fee.

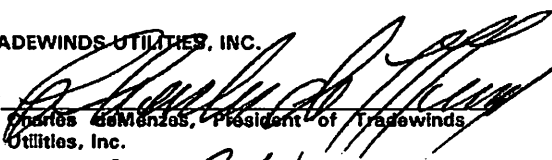
Limitations apply on savings accounts for transfers and withdrawals as noted in Regulation D: You may make up to six (6) transfers from your account each four (4) week or similar period, if by preauthorized or automatic transfer, telephone (including data transmission) agreement, order or instruction, internet banking transfer, check, draft, debit card or simialr order (including POS transaction), made by the depositor and payable to third parties. Transfers and withdrawals made in person, by mesenger, by mail or at an ATM are unlimited.

**Account Fees:** There is no minimum balance requirement and no monthly maintenance fee. The following fees apply to this account: Stop Payment Fee: \$29.00; Deposited checks and other items returned unpaid: \$5.00; Garnishments: \$75.00; Executions: 75.00; Levies: \$75.00; Account Activity Printout: \$3.00; Third party reporting of deposited checks and other items returned unpaid.: \$9.50; Photocopies (Other): \$.25; Fax Service: \$4.00 plus \$.25 per page over 4 pages; Cashier's check - Depositor: \$5.00; Cashier's Checks-Exchange Fee: \$7.00; Traveler's checks: ; Traveler's checks for two: ; Notary Service (Non-Depositor): \$10.00; Account research: \$20.00 per hour/minimum \$10.00; Account balancing assistance: \$15.00 per 1/2 hour (minimum \$15.00); Account closed within 90 days of opening: \$25.00; Notary Service (Depositor): \$5.00; Photocopies of Statements: \$3.00; Wire Transfers - Foreign outgoing: \$50.00; Wire Transfer - Domestic Outgoing: \$25.00; Wire Transfers - Domestic Incoming: \$10.00; Wire Transfer - Foreign Incoming: \$15.00; Collection Fees - Foreign Items: \$25.00; Collection Fees - Domestic Items: \$15.00; Collection Items - Drafts: \$15.00; Purchase/Sale of Foreign Currency (Overnight): \$20.00; Special statement cutoff date: \$10.00 per month; Deposited Checks & Other Items returned to third party: \$9.50; Money Order: ; Purchase/Sale of Foreign Currency: 20.00; Overdraft Call Request: \$10.00 per call; Photocopies of Checks: \$2.00 per copy; Paid and Returned Overdraft Fees: \$32.00 per item. This fee applies to overdrafts created by check, in-person withdrawal, ATM withdrawal, or other electronic means. This fee applies whether an item is paid or returned unpaid.; Dormant Account Monthly Fee: \$10.00; Overdraft Balance Interest: N/A; Check printing: Price varies with check style; Replace lost or stolen ATM Card: \$5.00; Change Orders: \$.40 per strap and \$.08 per roll of coin; Telephone Transfer: \$3.50; Visa International Fee: Visa International Transaction Fees: The following Visa International transaction fees will be assessed: If you conduct a transaction involving only U.S.dollars with your ATM/Visa Debit card in a country outside of the United States of America, Puerto Rico or the U.S.Virgin Islands there will be a transaction fee of 0.8% of the transaction amount that will appear on your monthly statement. If you conduct a transaction involving multiple currencies with your ATM/ Visa Debit card in a country outside of the United States of America, Puerto Rico or the U.S. Virgin Islands there will be a transaction fee of 1.00% of the transaction amount that will appear on your monthly statement. \*Some internet transactions may qualify as an international transaction and will be assessed the appropriate fee.; Overdraft Fee (Assessed every 5 days): \$5.00; and Excessive withdrawal fee: 2.00.

### ACCOUNT HOLDERS:

### FINANCIAL INSTITUTION:

TRADEWINDS UTILITIES, INC.

By:   
Charles deMendoza, President of Tradewinds Utilities, Inc.

By:   
Ann Cole, Commission Clerk

X \_\_\_\_\_  
Authorized Signer



CenterState Bank of Florida, N.A. 5054978

Account Purpose: Non Consumer

Account Holder Name(s): Tradewinds Utilities, Inc. FPSC Escrow Account

Reporting SSN/TIN: 59-2323148

Mailing Address: P.O. Box 5220, Ocala, FL 34478

Street Location: P.O. Box 5220, Ocala, FL 34478



Telephone Number: (352) 622-4949 Work #:

Number of Signatures Required: 2 CIF Number:

ACCOUNT TYPE Business Savings		ACCOUNT NUMBER	
Date Opened 12-17-10	Date Revised	Opened By PGUMINSK2611	Verified By CHEXSYSTEMS

BUSINESS TYPE: Corporation

Signatures of Authorized Individuals. This Agreement is subject to all terms below.

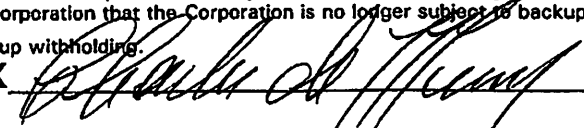
<p>x </p> <p>Charles D. Henry, President of Tradewinds Utilities, Inc.</p>	<p>x </p> <p>Ann Cole, Commission Clerk</p>
(Signatures and printed names of each account signer)	

The authorized Agent(s) signing above agree(s), that the Corporation's Account(s) will be governed by the terms set forth in the Deposit Account Agreement and Disclosure, the Time Certificate of Deposit or Confirmation of Time Deposit Agreement (if applicable), the Rate and Fee Schedule, the Funds Availability Policy Disclosure, the Substitute Check Policy Disclosure, the Electronic Funds Transfer Agreement and Disclosure, (if applicable), and acknowledge receipt of our privacy policy (if applicable), as amended by the Financial Institution from time to time. The authorized Agent(s) also acknowledge that they have received at least one copy of these deposit account documents.

TIN/BACKUP WITHHOLDING Reporting TIN: 59-2323148

Important: Under penalties of perjury, I certify that the number shown above is the Corporation's correct taxpayer identification number, I am a U.S. person (including a U.S. resident alien), and that (check appropriate box):

- The Corporation is not subject to backup withholding, because the Corporation is exempt from backup withholding, or because the Corporation has not been notified by the IRS that the Corporation is subject to backup withholding as a result of failure to report all interest or dividends, or because the IRS has notified the Corporation that the Corporation is no longer subject to backup withholding.
- The Corporation is subject to backup withholding.

Signature of Authorized Individual: X  Date \_\_\_\_\_

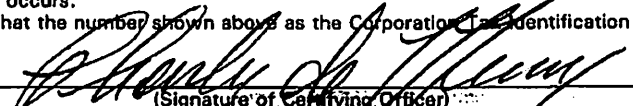
CERTIFICATE OF AUTHORITY AND CORPORATE RESOLUTIONS Date: 01-13-2011

The individuals signing above certify that the Corporation is organized, exists, and is duly authorized to transact business under the laws of the state in which it is located and its principal office is located at the address shown above. The name of the Corporation shown herein is the complete and correct name of the Corporation. Excluding the corporation name, all registered assumed business names under which the corporation does business are as follows:

The individuals signing above certify that all of the officers and Authorized Agents ("Agents") of the Corporation listed occupy the positions shown, and have signed herein.

The officers further represent and certify that the following resolutions were adopted at a duly convened meeting of the Board of Directors or by other duly authorized action in lieu of a meeting and remain unmodified and in full force and effect:

- a. That the Agents listed herein are authorized and empowered to act for and on behalf of the Corporation to carry out and perform transactions under the terms and conditions of the Agreement. The named Agents are authorized and empowered to execute such other agreements and to perform such other acts as they deem reasonably necessary to carry out the provisions of the Agreement. The other agreements and other acts may not be contrary to the provisions contained in this Resolution.
- b. That the Financial Institution is directed to accept and pay without further inquiry any item, bearing the following appropriate number of signature(s), drawn against any of the Corporation's accounts with the Financial Institution.
- c. That any one of such Agents is expressly authorized to endorse all checks, drafts, notes, and other items payable to or owned by the Corporation for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and to accept drafts and other items payable at the Financial Institution.
- d. That the authority given to the Agents shall remain in full force until written notice of revocation is delivered and received by the Financial Institution at each location where an account is maintained. Any such notice shall not affect any items in process at the time notice is given. An Officer or Agent of the Corporation will notify the Financial Institution of any change in the ownership of the Corporation, corporate name, any assumed business names, and any aspect of the Corporation affecting the relationship between the Corporation and the Financial Institution before it occurs.
- e. That the number shown above as the Corporation's Tax Identification Number (TIN) is correct.

X  X  
 (Signature of Certifying Officer) (\* Signature of Other Authorized Director)

\*NOTE: In the case the Secretary or other certifying officer is designated by the resolutions as one of the signing officers, this certificate must also be signed by a second Director of the Corporation.