

U. S. Energy Development Corporation Successor Trustee Certification of Investment Powers

Trust Information

In consideration of U.S. Energy Development Corporation maintaining one or more accounts (each, an "Account") for the Trust named below, the undersigned Successor Trustee(s) hereby certify under penalty of perjury that the following information is accurate and complete. That _____ is/are the Successor Trustee(s) of the below referenced Trust and accept all powers of the Trustee.

1. Name of Trust and Trustee(s):

Example: The John Doe Revocable Living Trust, John Doe and Jane Doe, Trustees

2. The Trust is in full force and effect, and the date of the agreement (the "Trust Agreement") that established the Trust is:

3. The date(s) of amendment(s) to the Trust Agreement (if any) is/are: _____

4. The grantor(s), settlor(s) or testator who established the Trust is/are:

5. Any notice sent by you to any of Trustee or Successor Trustee, including notice sent electronically, will constitute a notice to all Trustees.

Investment, Transfer, Disbursement, and General Powers and Authority

Each of the undersigned certifies as follows:

6. I/We have the following powers under the Trust Agreement and under applicable law, and you are authorized to accept instructions from any _____ (**INSTRUCTIONS: Enter number, if no number is inserted, it is presumed to be ONE**) of the individuals or entities listed below for any transaction on the Account, including, but not limited to: (a) giving orders for any securities transactions, (b) requesting or writing checks from the Account in any amount, including the entire balance of the Account, payable in the name of the Trust OR any of the Trustee(s) or Successor Trustees, individually OR to any third party, (c) transferring any or all assets in the Account to or for the benefit of the Trust OR any of the Trustee(s) or Successor Trustees individually OR to any third party, or (d) giving any other instructions required or permitted on the Account.
7. You have no duty to determine whether the Trustee(s) or Successor Trustees are acting in accordance with the terms of the Trust Agreement. NOTWITHSTANDING THE FOREGOING, YOU MAY AT ANYTIME REQUIRE WRITTEN OR VERBAL CONSENT OF ALL TRUSTEE(S) AND SUCCESSOR TRUSTEES TO ANY TRANSACTION AS YOU SOLELY DETERMINE, AND YOU WILL NOT HAVE LIABILITY FOR REFUSING TO ACT ON INSTRUCTIONS OF LESS THAN ALL OF THE TRUSTEE(S) OR SUCCESSOR TRUSTEES.
8. **(Strike out all or any portion of this Section if not applicable)** I/We have the power under the Trust Agreement to transfer any or all of the Trustee's fiduciary authority to one or more third parties pursuant to a duly executed power of attorney, delegation or authority or similar document. **(NOTE: Each Successor Trustee acknowledges that you may**

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require an opinion of trust counsel prior to accepting a power of attorney or other delegation of authority on this Account.)

9. Each of the undersigned Successor Trustee(s) agrees that the Account will continue to be bound by all agreements and documents currently governing the Account.
10. I/We, the Successor Trustee(s), jointly and severally, in our personal capacities and on behalf of the Trust, agree to indemnify you and each of your affiliates, officers, directors, employees and agents from, and hold such persons harmless from, any claims (including attorney's fees), judgments, expenses, liabilities or costs of defense or settlement arising out of or relating to the breach or alleged breach of any representation or warranty made herein, or from effecting transactions pursuant to instructions given by any of the Successor Trustee(s) or Successor Trustees listed herein or by any third party named pursuant to a duly executed power of attorney, delegation of authority, or other similar document or otherwise acting in reliance on these representations and warranties.
11. I/We certify that we have received, or have had the opportunity to receive, the advice of independent legal counsel of my/our choosing in connection with all these certifications and the execution of this agreement.
12. I/We acknowledge that you will be relying solely on our certifications and representations herein, and that you will not undertake any review or interpretation of the Trust Agreement or any other document governing or purporting to govern the Trust in connection with any matters relating to our/my representations herein or the operation of the Account(s), even if you are provided with a copy of the Trust Agreement.
13. I/We hereby certify that the undersigned are all of the Successor Trustee(s) of the Trust.*

***Should only one person execute this Trustee Certification, such signature shall be deemed a representation that the signer is the sole Successor Trustee of the Trust.**

Trustee Names/Address (Please Print)	SIGNATURE (All Trustee(s) must sign)	Dates
_____	X _____	_____
_____	X _____	_____
_____	X _____	_____
_____	X _____	_____

U.S. ENERGY[®] Development Corporation

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State of _____

City/County of _____

Duly acknowledged, sworn to, and subscribed before me this _____ day of _____, 20____. By

_____, Trustee.

Signature of Notary Public My Commission expires: _____

State of _____

City/County of _____

Duly acknowledged, sworn to, and subscribed before me this _____ day of _____, 20____. By

_____, Trustee.

Signature of Notary Public My Commission expires: _____

State of _____

City/County of _____

Duly acknowledged, sworn to, and subscribed before me this _____ day of _____, 20____. By

_____, Trustee.

Signature of Notary Public My Commission expires: _____

State of _____

City/County of _____

Duly acknowledged, sworn to, and subscribed before me this _____ day of _____, 20____. By

_____, Trustee.

Signature of Notary Public My Commission expires: _____