

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

### Trust Information

In consideration of U.S. Energy Development Corporation opening and/or maintaining one or more accounts (each, an "Account") for the Trust named below, the undersigned Trustee(s) hereby certify under penalty of perjury that the following information is accurate and complete. **(Note: Please provide proof of Trust's existence by submitting, either a copy of the Certification of Trust or the first and signature page of the Trust).**

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 name(s) of the Successor Trustee(s) are:

\_\_\_\_\_  
\_\_\_\_\_

**You may rely on the authority of the successor Trustee(s) without proof of their succession. [NOTE: If the Trustee(s) fail to identify and, if applicable, update names of Successor Trustee(s) in this Certification, each of the undersigned acknowledges that you may require a legal opinion and/or other documentation prior to allowing a Successor Trustee(s) to act.]**

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

\_\_\_\_\_

6. The Trust is: (CHECK ONE)  Irrevocable  Revocable and the name of the person holding the power to revoke the trust is: \_\_\_\_\_

7. The Trust's taxpayer identification number is: \_\_\_\_\_

8. The Trust is governed by the law of the state, or other jurisdiction of: \_\_\_\_\_

9. Any notice sent by you to any of us, including notice sent electronically, will constitute a notice to all Trustees.

### Specific Investments Powers

10. We certify that we have the power under the Trust Agreement and under applicable state or local law to enter into transactions, both purchases and sales, of the type specified below.

Securities and/or investment transactions, including investments in limited partnerships.

## Investment, Transfer, Disbursement, and General Powers and Authority

11. Each of the undersigned certifies as follows: I 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) 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) individually OR any third party, or (d) giving any other instructions required or permitted on the Account. You have no duty to determine whether the Trustee(s) 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) 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).**
12. **(Strike out all or any portion of this Section if not applicable)** Each of the undersigned certifies as follows: 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 Trustee acknowledges that you may require an opinion of trust counsel prior to accepting a power of attorney or other delegation of authority on this Account.)**
13. Each of the undersigned Trustee(s) agrees that the account will continue to be bound by all agreements and documents currently governing the Account.
14. We, the 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 fees), judgments, expenses, liabilities or costs of defense or settlement arising out of or relating to breach of any representation or warranty made herein, or from effecting transactions pursuant to instructions given by any of the 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.
15. We certify that we have received, or have had the opportunity to receive, the advice of our legal counsel in connection with all these certifications.
16. We acknowledge that you will be relying solely on our certifications herein, and that you will not make any review or interpretations of the Trust Agreement for all matters relating to such certifications and operation of the Account(s), even if you are provided with a copy of the Trust Agreement.
17. The Trust has not been revoked, modified, or amended in any manner which would cause the representations contained in this Trustee Certification to be incorrect. We agree to inform you in writing, immediately if (a) there is any subsequent amendment to the Trust Agreement, including any change in Successor Trustee(s), (b) any Trustee dies or becomes incapacitated, or (c) there is any other change in the composition of the Trustee(s) or any other event which could materially alter this Trustee Certification. In the event of the death or incapacity of one or more of the Trustee(s), you may continue to act on the instructions of any remaining Trustee(s) unless we specifically notify you otherwise in writing and provide you with an updated Trustee Certification.
18. We hereby certify that the undersigned are all of the 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 Trustee of the Trust.**

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

Medallion Signature Guarantee may be used in lieu of Notarization of Signature.

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: \_\_\_\_\_