

Trustee Certification and Agreement For Non-ERISA Trusts

TS

T1

Instructions

- Trustees should carefully review the trust agreement and any other documents governing the trust and, if appropriate, consult with counsel before completing this form.
- To make a change to information previously provided on Trustee Certification and Agreement, e.g., to add a trustee, to reflect material changes to a trust agreement, or to change the Investment Powers and Restrictions, this form must be completed in its entirety.
- **All** trustees - and, if the trust is a grantor revocable trust, all grantors - must execute this form.

Trust Agreement in Effect

In consideration of UBS Financial Services Inc. or any of its current or future subsidiaries, affiliates, successors, or assigns (collectively, "UBS") opening and/or maintaining one or more accounts for the trust named below, or entering into transactions with the trust, we, constituting all of the undersigned trustees and grantors, individually and on behalf of the trust, its beneficiaries, its heirs, its successors and assigns (hereinafter "we"), certify, represent and warrant that the trust agreement to which this Certification and Agreement applies is in full force and effect and the following information is true and complete.

Trust Information

Name of Trust: _____

Names of all grantors: *(if applicable)*

Grantor #1: _____

Grantor #3: _____

Grantor #2: _____

Grantor #4: _____

Names of all trustees: *(please print)*

Trustee #1: _____

Trustee #3: _____

Trustee #2: _____

Trustee #4: _____

Purpose of Trust: _____

General Representations

We represent and warrant:

- That this Certification and Agreement has been executed by each of the trustees (or, if the trustee is a corporate trustee, the duly authorized officers of the trustee);
- That we have full power under the trust agreement and applicable law to submit to UBS valid orders and other instructions relative to the trust account(s) and all such orders and instructions shall be binding on the trust;
- That the trust agreement authorizes us to make distributions/transfers from the trust; and
- If this form is being used to add a new trustee or successor trustee to the account(s), that we are empowered to do so by the trust agreement, pertinent court order, or applicable law.



Single Trustee's Ability to Bind the Trust and Death of Trustee

We represent and warrant that, unless otherwise noted below:

- Any one trustee (or duly authorized officer) may independently exercise any of the trust's powers;
- Any one trustee may individually act on behalf of and bind the trust as well as execute any documents on behalf of the trust which you require, including an agreement to arbitrate all disputes concerning the trust account(s); and
- We agree that UBS retains the right to require the joint action of all trustees with respect to any activity relating to the account(s), when ever UBS, in its sole discretion, deems such joint action necessary or appropriate.

If account(s) has multiple trustees or officers, can **one** trustee or officer act independently? Yes No

If No, specify the number of signatures required: _____ (*specify number or "all"*)

In the event of the death of all the trustees named in the *Trust Information* section on page 1, the person identified below is authorized to act as successor trustee:

Name: _____

Address: _____

Title: _____

Social Security or Tax Identification Number: _____

Investment Powers and Restrictions; Loans and Other Credit Transactions

We represent and warrant that, except as indicated below, we have broad investment powers under the trust agreement and applicable law to enter into transactions and to trade, buy, sell or otherwise acquire, hold or dispose of all manner of *securities, futures, currencies and commodities (including options or warrants on securities, futures, currencies or commodities)* or interests in any of the foregoing in whatever form they may take, and whether by direct ownership or by interests in funds, partnerships, pools or other forms of collective ownership, except (i) any italicized item listed immediately above through which we have placed a line, and/or (ii) any other type of investment listed below:

We represent and warrant that, except as indicated below, we have broad powers under the trust agreement and applicable law to engage in *borrowing and other loan and credit transactions* with or through UBS for *investment and non-investment purposes*, including *margin loans, other loans, pledges, mortgages, hypothecations, repurchase and reverse repurchase transactions, letters of credit, credit facilities, and guarantees of the obligations of third parties to UBS (in each case, with no limitations as to amount)*. We have the authority to *pledge, mortgage, assign or subject to a security interest or lien in favor of UBS* any property of any sort of the trust as security for any liability of the trust or third parties (in each case, with no limitations as to amount). We have the authority to execute any and all relevant documents and bind the trust in respect of any agreements entered into pursuant to this paragraph, **except** (i) any italicized item listed above through which we have placed a line, and/or (ii) any other type of borrowing or other loan or credit transaction listed below:

By signing below, we confirm that we have reviewed the powers and restrictions set forth in this section, and that they are accurate and complete, and that any borrowing or other loan or credit transaction, or any other transaction, made or entered into from time to time on behalf of the trust with or through UBS is hereby ratified, confirmed and approved : ***(Each trustee - and if a grantor revocable trust, each grantor - must sign)***

X _____ Signature	_____ Print Name	_____ Title
X _____ Signature	_____ Print Name	_____ Title
X _____ Signature	_____ Print Name	_____ Title
X _____ Signature	_____ Print Name	_____ Title

(Attach an additional page if necessary)

In addition, we hereby acknowledge and agree that:

- The powers or authorities of the trustees noted in this certification may be relied upon by UBS without further inquiry;
- UBS is not bound to confirm the application of any money or property delivered to the trustees;
- UBS does not have to confirm whether the trustees have the power or authority to act, or are properly exercising them, if UBS is without actual knowledge that either the transaction's proceeds were being improperly used for the trustees' benefit or the transaction otherwise exceeded or was in breach of the trustees' powers or authorities.

Liability and Indemnification

In consideration of UBS acting in reliance on this Certification and Agreement, we acknowledge and agree that:

- If UBS participates in the purchase, sale, disposition, transfer or assignment by or to the trustees, of any type, or involving any investment instrument, or any margin or non-purpose lending arrangement or transaction, that is not specifically identified in this Certification and Agreement as being the subject of a restriction on the investment or other powers of the trustees, UBS is not liable for any breach of fiduciary duty by reason of failure to further inquire whether the transaction exceeded or was in improper exercise of the trustees' power or authority; but this limitation does not apply if it can be demonstrated that UBS had actual knowledge (as defined above) that either the transaction's proceeds were being improperly used for the trustees' benefit or the transaction otherwise exceeded or was in breach of the trustees' powers or authorities.
- We fully indemnify and hold harmless UBS from and against any and all losses, liabilities, damages, claims, costs and expenses, including attorneys' fees, arising by reason of it so acting or otherwise relying on this Certification and Agreement.
- Each trustee shall be jointly and severally liable for performing our obligations under this Certification and Agreement, and that those obligations and this indemnification shall survive termination of the trust or the termination or transfer of the account(s), and shall be binding upon all heirs, successors or assigns.

Duty to Update

We agree that UBS is authorized to rely upon the authority conferred by this Certification and Agreement until UBS receives an updated Certification and Agreement revoking or modifying this Certification and Agreement. We agree to promptly inform UBS by executing an updated Certification and Agreement, of any amendment to the trust, any change in the composition of the trustees, or any other event which could alter the statement or certifications made in this Certification and Agreement. We agree that, in the event that UBS, for any reason, is uncertain as to the continuing effectiveness of the authority conferred by this Certification and Agreement or any other certification of the trustees, UBS may refrain from taking any action with respect to the account(s) until such time as it is satisfied as to its authority, and we agree to indemnify UBS against and hold UBS harmless from any claims, demands, expenses, losses or damages, including legal fees and costs, resulting from or arising out of its refraining from taking any action.

Authority To Appoint/Hire Investment Advisor or Other Third Party

We represent and warrant that:

- Unless the box immediately below is checked, we have the power under the trust agreement and applicable law to appoint or hire an investment advisor or other third party to manage and have discretion with respect to the trust's assets and liabilities, including, but not limited to, the authority to execute a power of attorney or letter of authorization for that purpose, and that, in the event we appoint or hire an investment advisor or third party, we will provide such additional documentation as UBS requests.
 Check here if the trustees do **NOT** have such authority.
- We have the authority to open this trust account(s), place assets in the trust account(s), make each and every representation and warranty set forth in this Certification and Agreement, engage in each of the actions on behalf of the trust set forth in this Certification and Agreement, and execute this Certification and Agreement.
- The acknowledgements, agreements, representations and warranties we have made, and the obligations we have undertaken, in this Certification and Agreement are binding on any investment advisor or other third party appointed or hired to manage and/or have discretion with respect to the trust's assets and liabilities.

Power to Amend and Revoke *(Applicable only if trust is a grantor revocable trust)*

By signing this Certification and Agreement, we represent and warrant that we have full power and authority under the trust agreement and applicable law to freely amend and revoke the trust.

Authorization for Credit Disclosure *(Applicable only if trust is a grantor revocable trust)*

By signing this Certification and Agreement, each grantor authorizes UBS to obtain a credit report or other credit references concerning him or her - including, without limitation, making verbal or written inquiries concerning each grantor's credit history - or otherwise verify or update credit information given to UBS.

Authority to Accept Investment and Lending Instructions *(Applicable only if trustee is a corporate trustee)*

We represent and warrant that UBS may act upon written or oral investment and lending instructions and written but not oral distribution/transfer instructions from the following authorized persons on behalf of the trustee (if a corporate trustee). In connection with this grant of authority, we affirm that we will provide such additional documentation as UBS requests.

- | | | |
|--------------------------------|----------------|---------------------------|
| 1. _____
Print or Type Name | _____ Capacity | _____ Print or Type Title |
| 2. _____
Print or Type Name | _____ Capacity | _____ Print or Type Title |
| 3. _____
Print or Type Name | _____ Capacity | _____ Print or Type Title |
| 4. _____
Print or Type Name | _____ Capacity | _____ Print or Type Title |

Provide signatures on the last page of this form. (Attach an additional page if necessary.)

Additional Trustee Information

This section is to be completed only if a trustee is being added to an account(s) where that individual was not named as a trustee at the time the account(s) was established. Skip this section if this is a new account(s) and the trustee is listed on the account(s) application. To include additional trustees, please photocopy this page and submit it with the form.

Basic Information

 Corporate Trustee Name: *(if applicable)* _____

Individual First Name: _____ Middle Name: _____

Last Name: _____

Country of Citizenship: _____ SS#/TIN: _____

 USA Other (specify): _____

 Passport/CEDULA and Green Card#: *(If non-U.S. and no SS# specified)* _____/_____

Location of Address:

 Home-Legal Residence Business-Primary

 Other (specify): _____

Street Address 1: _____

Street Address 2: _____

City: _____ State: _____ Zip: _____

Telephone Number (Residence): _____

Investment Information *This information will be kept strictly confidential.*

Investment Experience (in years):

___ Equities ___ Bonds ___ Futures ___ Options-Buy ___ Options-Sell

 Is the trustee/executor or any of their relatives who share the same home, acting as an individual, a fiduciary, or corporate officer, a control person of any publicly traded corporation (i.e., policy-making officers, directors or 10% shareholders)? Yes No If yes, please specify company and %:

_____ %

Personal Information

 Date of Birth: _____ Gender: Male Female

 Marital Status *(select one)*:

 Single Married Divorced Widowed

Is the trustee/executor or any immediate family member (spouse, child living at home or relative residing in the employee's household to whom the employee lends support) affiliated with any securities firms or broker/dealer subsidiaries of a financial institution? (NYSE Rule 407)

 Yes No If yes, please specify the firm: _____

Is the trustee/executor an employee or related to an employee of UBS AG, its subsidiaries or affiliates (e.g., UBS Financial Services, UBS Securities LLC)?

 Yes No If yes, please specify:

Affiliate or Subsidiary _____ Employee Name and SS# _____

Employment Information

(This section must be completed if your employment status is employed or self-employed.)

 Status: *(select one)*
 Employed Self-Supported Volunteer
 Retired Student Work in the Home
 Self-Employed Unemployed

Occupation: _____

Employer Name: _____

Employer's Street Address: _____

City: _____ State: _____ Zip: _____



We represent and warrant that the signatures below are the genuine signatures of each of us. If the trustee is a corporate trustee, the signatures below are the genuine signatures of the officers of the trustee duly authorized by the trustee to act on its behalf with respect to the trust (including any officer identified in the *Authority to Accept Investment and Lending Instructions* Section of this Certification and Agreement). We acknowledge and agree that each of us has received a copy of this Certification and Agreement, has reviewed it, and will be bound by its terms.

Certified to this _____ day of _____ 20_____.

By: *(each of the trustees and, if a grantor revocable trust, each of the grantors, must sign)*

1. X _____

Print Name: _____

Title: _____

2. X _____

Print Name: _____

Title: _____

3. X _____

Print Name: _____

Title: _____

4. X _____

Print Name: _____

Title: _____

(Attach an additional page if necessary.)

Trustee Certification and Agreement For Non-ERISA Trusts

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Instructions

- Trustees should carefully review the trust agreement and any other documents governing the trust and, if appropriate, consult with counsel before completing this form.
- To make a change to information previously provided on Trustee Certification and Agreement, e.g., to add a trustee, to reflect material changes to a trust agreement, or to change the Investment Powers and Restrictions, this form must be completed in its entirety.
- **All** trustees - and, if the trust is a grantor revocable trust, all grantors - must execute this form.

Trust Agreement in Effect

In consideration of UBS Financial Services Inc. or any of its current or future subsidiaries, affiliates, successors, or assigns (collectively, "UBS") opening and/or maintaining one or more accounts for the trust named below, or entering into transactions with the trust, we, constituting all of the undersigned trustees and grantors, individually and on behalf of the trust, its beneficiaries, its heirs, its successors and assigns (hereinafter "we"), certify, represent and warrant that the trust agreement to which this Certification and Agreement applies is in full force and effect and the following information is true and complete.

Trust Information

Name of Trust: _____

Names of all grantors: *(if applicable)*

Grantor #1: _____ Grantor #3: _____

Grantor #2: _____ Grantor #4: _____

Names of all trustees: *(please print)*

Trustee #1: _____ Trustee #3: _____

Trustee #2: _____ Trustee #4: _____

Purpose of Trust: _____

General Representations

We represent and warrant:

- That this Certification and Agreement has been executed by each of the trustees (or, if the trustee is a corporate trustee, the duly authorized officers of the trustee);
- That we have full power under the trust agreement and applicable law to submit to UBS valid orders and other instructions relative to the trust account(s) and all such orders and instructions shall be binding on the trust;
- That the trust agreement authorizes us to make distributions/transfers from the trust; and
- If this form is being used to add a new trustee or successor trustee to the account(s), that we are empowered to do so by the trust agreement, pertinent court order, or applicable law.

Single Trustee's Ability to Bind the Trust and Death of Trustee

We represent and warrant that, unless otherwise noted below:

- Any one trustee (or duly authorized officer) may independently exercise any of the trust's powers;
- Any one trustee may individually act on behalf of and bind the trust as well as execute any documents on behalf of the trust which you require, including an agreement to arbitrate all disputes concerning the trust account(s); and
- We agree that UBS retains the right to require the joint action of all trustees with respect to any activity relating to the account(s), when ever UBS, in its sole discretion, deems such joint action necessary or appropriate.

If account(s) has multiple trustees or officers, can **one** trustee or officer act independently? Yes No
If No, specify the number of signatures required: _____ (specify number or "all")

In the event of the death of all the trustees named in the *Trust Information* section on page 1, the person identified below is authorized to act as successor trustee:

Name: _____

Address: _____

Title: _____

Social Security or Tax Identification Number: _____

Client Copy

Investment Powers and Restrictions; Loans and Other Credit Transactions

We represent and warrant that, except as indicated below, we have broad investment powers under the trust agreement and applicable law to enter into transactions and to trade, buy, sell or otherwise acquire, hold or dispose of all manner of *securities, futures, currencies and commodities (including options or warrants on securities, futures, currencies or commodities)* or interests in any of the foregoing in whatever form they may take, and whether by direct ownership or by interests in funds, partnerships, pools or other forms of collective ownership, except (i) any italicized item listed immediately above through which we have placed a line, and/or (ii) any other type of investment listed below:

We represent and warrant that, except as indicated below, we have broad powers under the trust agreement and applicable law to engage in *borrowing and other loan and credit transactions* with or through UBS for *investment and non-investment purposes*, including *margin loans, other loans, pledges, mortgages, hypothecations, repurchase and reverse repurchase transactions, letters of credit, credit facilities, and guarantees of the obligations of third parties to UBS (in each case, with no limitations as to amount)*. We have the authority to *pledge, mortgage, assign or subject to a security interest or lien in favor of UBS* any property of any sort of the trust as security for any liability of the trust or third parties (in each case, with no limitations as to amount). We have the authority to execute any and all relevant documents and bind the trust in respect of any agreements entered into pursuant to this paragraph, **except** (i) any italicized item listed above through which we have placed a line, and/or (ii) any other type of borrowing or other loan or credit transaction listed below:

By signing below, we confirm that we have reviewed the powers and restrictions set forth in this section, and that they are accurate and complete, and that any borrowing or other loan or credit transaction, or any other transaction, made or entered into from time to time on behalf of the trust with or through UBS is hereby ratified, confirmed and approved : ***(Each trustee - and if a grantor revocable trust, each grantor - must sign)***

X _____ Signature	_____	_____
X _____ Signature	_____	_____
X _____ Signature	_____	_____
X _____ Signature	_____	_____

(Attach an additional page if necessary)

In addition, we hereby acknowledge and agree that:

- The powers or authorities of the trustees noted in this certification may be relied upon by UBS without further inquiry;
- UBS is not bound to confirm the application of any money or property delivered to the trustees;
- UBS does not have to confirm whether the trustees have the power or authority to act, or are properly exercising them, if UBS is without actual knowledge that either the transaction's proceeds were being improperly used for the trustees' benefit or the transaction otherwise exceeded or was in breach of the trustees' powers or authorities.

Liability and Indemnification

In consideration of UBS acting in reliance on this Certification and Agreement, we acknowledge and agree that:

- If UBS participates in the purchase, sale, disposition, transfer or assignment by or to the trustees, of any type, or involving any investment instrument, or any margin or non-purpose lending arrangement or transaction, that is not specifically identified in this Certification and Agreement as being the subject of a restriction on the investment or other powers of the trustees, UBS is not liable for any breach of fiduciary duty by reason of failure to further inquire whether the transaction exceeded or was in improper exercise of the trustees' power or authority; but this limitation does not apply if it can be demonstrated that UBS had actual knowledge (as defined above) that either the transaction's proceeds were being improperly used for the trustees' benefit or the transaction otherwise exceeded or was in breach of the trustees' powers or authorities.
- We fully indemnify and hold harmless UBS from and against any and all losses, liabilities, damages, claims, costs and expenses, including attorneys' fees, arising by reason of it so acting or otherwise relying on this Certification and Agreement.
- Each trustee shall be jointly and severally liable for performing our obligations under this Certification and Agreement, and that those obligations and this indemnification shall survive termination of the trust or the termination or transfer of the account(s), and shall be binding upon all heirs, successors or assigns.

Duty to Update

We agree that UBS is authorized to rely upon the authority conferred by this Certification and Agreement until UBS receives an updated Certification and Agreement revoking or modifying this Certification and Agreement. We agree to promptly inform UBS by executing an updated Certification and Agreement, of any amendment to the trust, any change in the composition of the trustees, or any other event which could alter the statement or certifications made in this Certification and Agreement. We agree that, in the event that UBS, for any reason, is uncertain as to the continuing effectiveness of the authority conferred by this Certification and Agreement or any other certification of the trustees, UBS may refrain from taking any action with respect to the account(s) until such time as it is satisfied as to its authority, and we agree to indemnify UBS against and hold UBS harmless from any claims, demands, expenses, losses or damages, including legal fees and costs, resulting from or arising out of its refraining from taking any action.

Authority To Appoint/Hire Investment Advisor or Other Third Party

We represent and warrant that:

- Unless the box immediately below is checked, we have the power under the trust agreement and applicable law to appoint or hire an investment advisor or other third party to manage and have discretion with respect to the trust's assets and liabilities, including, but not limited to, the authority to execute a power of attorney or letter of authorization for that purpose, and that, in the event we appoint or hire an investment advisor or third party, we will provide such additional documentation as UBS requests.
 Check here if the trustees do **NOT** have such authority.
- We have the authority to open this trust account(s), place assets in the trust account(s), make each and every representation and warranty set forth in this Certification and Agreement, engage in each of the actions on behalf of the trust set forth in this Certification and Agreement, and execute this Certification and Agreement.
- The acknowledgements, agreements, representations and warranties we have made, and the obligations we have undertaken, in this Certification and Agreement are binding on any investment advisor or other third party appointed or hired to manage and/or have discretion with respect to the trust's assets and liabilities.

Power to Amend and Revoke *(Applicable only if trust is a grantor revocable trust)*

By signing this Certification and Agreement, we represent and warrant that we have full power and authority under the trust agreement and applicable law to freely amend and revoke the trust.

Authorization for Credit Disclosure *(Applicable only if trust is a grantor revocable trust)*

By signing this Certification and Agreement, each grantor authorizes UBS to obtain a credit report or other credit references concerning him or her - including, without limitation, making verbal or written inquiries concerning each grantor's credit history - or otherwise verify or update credit information given to UBS.

Authority to Accept Investment and Lending Instructions *(Applicable only if trustee is a corporate trustee)*

We represent and warrant that UBS may act upon written or oral investment and lending instructions and written but not oral distribution/transfer instructions from the following authorized persons on behalf of the trustee (if a corporate trustee). In connection with this grant of authority, we affirm that we will provide such additional documentation as UBS requests.

- | | | |
|--------------------------------|----------------|---------------------------|
| 1. _____
Print or Type Name | _____ Capacity | _____ Print or Type Title |
| 2. _____
Print or Type Name | _____ Capacity | _____ Print or Type Title |
| 3. _____
Print or Type Name | _____ Capacity | _____ Print or Type Title |
| 4. _____
Print or Type Name | _____ Capacity | _____ Print or Type Title |

Provide signatures on the last page of this form. (Attach an additional page if necessary.)

Additional Trustee Information

This section is to be completed only if a trustee is being added to an account(s) where that individual was not named as a trustee at the time the account(s) was established. Skip this section if this is a new account(s) and the trustee is listed on the account(s) application. To include additional trustees, please photocopy this page and submit it with the form.

Basic Information

 Corporate Trustee Name: *(if applicable)* _____

Individual First Name: _____ Middle Name: _____

Last Name: _____

Country of Citizenship: _____ SS#/TIN: _____

 USA Other (specify): _____

 Passport/CEDULA and Green Card#: *(If non-U.S. and no SS# specified)* _____

_____ / _____

Location of Address:

 Home-Legal Residence Business-Primary

 Other (specify): _____

Street Address 1: _____

Street Address 2: _____

City: _____ State: _____ Zip: _____

Telephone Number (Residence): _____

Investment Information *This information will be kept strictly confidential.*

Investment Experience (in years):

___ Equities ___ Bonds ___ Futures ___ Options-Buy ___ Options-Sell

 Is the trustee/executor or any of their relatives who share the same home, acting as an individual, a fiduciary, or corporate officer, a control person of any publicly traded corporation (i.e., policy-making officers, directors or 10% shareholders)? Yes No If yes, please specify company and %: _____%

Personal Information

 Date of Birth: _____ Gender: Male Female

 Marital Status *(select one)*:

 Single Married Divorced Widowed

Is the trustee/executor or any immediate family member (spouse, child living at home or relative residing in the employee's household to whom the employee lends support) affiliated with any securities firms or broker/dealer subsidiaries of a financial institution? (NYSE Rule 407)

 Yes No If yes, please specify the firm: _____

Is the trustee/executor an employee or related to an employee of UBS AG, its subsidiaries or affiliates (e.g., UBS Financial Services, UBS Securities LLC)?

 Yes No If yes, please specify: _____

Affiliate or Subsidiary _____ Employee Name and SS# _____

Employment Information

(This section must be completed if your employment status is employed or self-employed.)

 Status: *(select one)*
 Employed Self-Supported Volunteer
 Retired Student Work in the Home
 Self-Employed Unemployed

Occupation: _____

Employer Name: _____

Employer's Street Address: _____

City: _____ State: _____ Zip: _____

We represent and warrant that the signatures below are the genuine signatures of each of us. If the trustee is a corporate trustee, the signatures below are the genuine signatures of the officers of the trustee duly authorized by the trustee to act on its behalf with respect to the trust (including any officer identified in the *Authority to Accept Investment and Lending Instructions* Section of this Certification and Agreement). We acknowledge and agree that each of us has received a copy of this Certification and Agreement, has reviewed it, and will be bound by its terms.

Certified to this _____ day of _____ 20_____.

By: *(each of the trustees and, if a grantor revocable trust, each of the grantors, must sign)*

1. X _____

Print Name: _____ Title: _____

2. X _____

Print Name: _____ Title: _____

3. X _____

Print Name: _____ Title: _____

4. X _____

Print Name: _____ Title: _____

(Attach an additional page if necessary.)