

Commissioners:  
JOE GARCIA, CHAIRMAN  
J. TERRY DEASON  
SUSAN F. CLARK  
E. LEON JACOBS, JR.



DIVISION OF RECORDS & REPORTING  
BLANCA S. BAYÓ  
DIRECTOR  
(850) 413-6770

# Public Service Commission

December 6, 1999

Mr. Ken Knowlton, President  
Crooked Lake Park Sewerage Company  
227 Caloosa Lake Circle, North  
Lake Wales, Florida 33853

**Re: Security for Revenue Associated with Pro Forma Plant of \$126,665, pursuant to Order No. PSC-99-2116-PAA-SU (Docket No. 980778-SU)**

Dear Mr. Knowlton:

The escrow agreement submitted for security has been approved. The enclosed signature card and escrow agreement signed by me as the Commission's authorized agent should be returned to American Bank and Trust.

Please do not hesitate to call if you have any questions regarding this matter.

Sincerely,

Blanca S. Bayó

bsb/kf

Enclosure

cc: Division of Water and Wastewater (Hoppe, Rendell, Dewberry, Chu)  
Division of Legal Services (Jaeger, Cibula)

- AFA \_\_\_\_\_
- APP \_\_\_\_\_
- CAF \_\_\_\_\_
- CMU \_\_\_\_\_
- CTR \_\_\_\_\_
- EAG \_\_\_\_\_
- LEG \_\_\_\_\_
- MAS \_\_\_\_\_
- OPC \_\_\_\_\_
- RRR \_\_\_\_\_
- SEC \_\_\_\_\_
- WAW \_\_\_\_\_
- OTH \_\_\_\_\_

DOCUMENT NUMBER-DATE  
14852 DEC-6 99  
PSC-RECORDS/REPORTING

State of Florida



# Public Service Commission

-M-E-M-O-R-A-N-D-U-M-

RECEIVED-FPSC  
9 DEC -2 PM 1:39  
RECORDS AND REPORTING

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**DATE:** December 3, 1999  
**TO:** Records and Reporting (Bayo)  
**FROM:** Division of Water and Wastewater (Dewberry, Chu) *RD* *MC*  
**RE:** Docket No. 980778-SU - Application for Staff Assisted Rate Case in Polk County by Crooked Lake Park Sewerage Company.

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The escrow agreement which you have received has been approved by the staff attorney. Please sign and return signature cards to the utility. A letter for your signature is attached.

**Attachment**

cc: Division of Water and Wastewater (Hoppe, Rendell)  
Division of Legal Service (Jaeger, Cibula)

RECEIVED-TPSC

99 ~~DELO~~ AM 10:31

KF

RECORDS AND  
REPORTING

RECEIVED  
FLORIDA PUBLIC  
SERVICE COMMISSION  
99 DEC -1 AM 10:09  
MAIL ROOM

Nov. 30  
October 26, 1999

Blanca Bayo  
Director of Records & Reporting  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0870

Dear Ms. Bayo:

980778-SU

Attached is the original copy of the escrow agreement between Crooked Lake Sewerage Company and the Florida Public Service Commission as requested by Paulette Dewberry of the Water and Wastewater Division. If you have any questions please call me at (941) 638-3117. Thank you for your cooperation.

Sincerely,



Ken Knowlton, President

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made by and between AMERICAN BANK & TRUST, in POLK County (the Bank), the Florida Public Service Commission (FPSC), and CROOKED LAKE PARK SEWERAGE CO. (the Utility), a Florida corporation, upon the following terms, conditions, and considerations:

WITNESSETH:

WHEREAS, by Order No. PSC-99-2116-PAA-SU, issued October 25, 1999, in Docket No. 980778-SU which became final and effective pursuant to Order No. PSC 99-2277-CO-SU, issued Nov. 19, 1999, the FPSC authorized the Utility to include pro forma plant costs of \$126,665 in rate base and WHEREAS, effective 11/30/99, the Utility is required to provide security for that portion of the rates associated with the \$126,665 pro forma plant, which amounts to \$1,365 per month, until the FPSC staff has verified that the plant improvements have been completed, and WHEREAS the Bank has agreed to hold such funds in an interest bearing escrow account at an interest rate of 1.80APY%, the parties hereto agree as follows:

1. The foregoing representations are true and correct.
2. The Utility shall open a joint interest bearing escrow account. The amount of revenue subject to refund shall be deposited by the Utility in the escrow account within seven days of receipt.
3. The escrow account shall bear interest at the rate of 1.80APY %.
4. The FPSC's Director of the Division of Records and Reporting shall be a signatory to the escrow account.
5. No funds shall be withdrawn from the escrow account without the signature of both the Director of the Division of Records and Reporting of the FPSC and the Utility. Signature cards executed by the Director of the Division of Records and Reporting of the FPSC and the Utility shall designate the appropriate authorized signature for each.
6. The Bank shall forward regular monthly statements (including cancelled checks) to the utility and shall mail a copy of the monthly account statement to the FPSC.
7. If a refund to the customers is required, all interest earned by the escrow account shall be distributed to those customers who paid such monies that generated the deposits into the escrow account.
8. If a refund to the customers is not required, the interest earned by the escrow account shall revert to the utility.

9. The Bank may, without reason, withdraw from this Agreement upon thirty (30) days written notice to the FPSC and to the Utility.
10. 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).
11. This escrow account is established pursuant to Order No. PSC-99-2116-PAA-SU, issued October 25, 1999, which became final and effective by Order No. PSC 99-2277-CO-SU, issued Nov. 19, 1999. This escrow account is for the benefit of the Utility's customers.
12. Information concerning the escrow account shall be available from the Bank to the FPSC and its representatives at all time.
13. This escrow account is established by the direction of the Florida Public Service Commission for the purposes(s) set forth in its order requiring such account. Pursuant to Consentino v. Elson, 263 So. 2d 253 (Fla. 3d DCA 1973), 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.

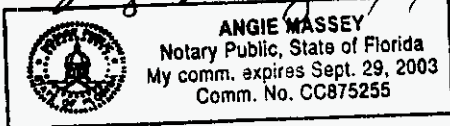
Before me personally appeared  
Kenneth J. Knowlton  
1)

CROOKED LAKE PARK SEWERAGE CO  
Name of Utility

By: Kenneth J. Knowlton President

Person's Name and Title  
KENNETH J. KNOWLTON, PRESIDENT

11/30/99  
Date



Angie Massey 11/30/99

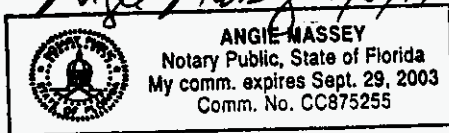
Before me personally appeared  
2) Bonnie C. Hadden

AMERICAN BANK & TRUST  
Name of Bank

By: Bonnie C. Hadden CSR Sales & operations officer

Person's Name and Title  
BONNIE C. HADDEN, CSR SALES & OPERATION OFFICER

11/30/99  
Date



Angie Massey 11/30/99

3)

Florida Public Service Comm.

By: Blanca L. Bayo  
Director

Division of Records and Reporting

12/6/99  
Date



Notary Public: Joy Kelly  
Name

Place Seal Here:

Commission #: CC 612387

American Bank and Trust of Polk County  
 MEMBER FDIC  
 222 ST ROAD 60 EAST P O BOX 3400  
 Lake Wales, FL 33859-3400  
 (941) 676-7631

**OWNERSHIP OF ACCOUNT - CONSUMER PURPOSE** (Select one and initial):

Single-Party Account  Multiple-Party Account

Trust-Separate Agreement Dated: \_\_\_\_\_

\_\_\_\_\_

**RIGHTS AT DEATH** (Select one and initial):

Single-Party Account

Single-Party Account With Pay-on-Death Designation (name beneficiaries below)

Multiple-Party Account With Right of Survivorship

Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation (name beneficiaries below)

Multiple-Party Account Without Right of Survivorship

**NAME OR NAMES OF BENEFICIARIES:**

**OWNERSHIP OF ACCOUNT - BUSINESS PURPOSE**

SOLE PROPRIETORSHIP  PARTNERSHIP

CORPORATION:  FOR PROFIT  NOT FOR PROFIT

LIMITED LIABILITY COMPANY

\_\_\_\_\_

BUSINESS: CROOKED LAKE PARK SEWERAGE CO  
 COUNTY & STATE OF ORGANIZATION: POK, FL

AUTHORIZATION DATED: November 30, 1999

DATE OPENED Nov. 30, 1999 by Hadden

INITIAL DEPOSIT \$ 2,500.00  CASH  \_\_\_\_\_

HOME TELEPHONE # \_\_\_\_\_

BUSINESS PHONE # (941) 638-3117

EMPLOYER \_\_\_\_\_

Name and address of someone who will always know your location: \_\_\_\_\_

**BACKUP WITHHOLDING CERTIFICATIONS**

TIN: 59-1578221

**TAXPAYER I.D. NUMBER** - The Taxpayer Identification Number shown above (TIN) is my correct taxpayer identification number.

**BACKUP WITHHOLDING** - I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

**EXEMPT RECIPIENTS** - I am an exempt recipient under the Internal Revenue Service Regulations.

**NONRESIDENT ALIENS** - I am not a United States person, or if I am an individual, I am neither a citizen nor a resident of the United States.

**SIGNATURE:** I certify under penalties of perjury the statements checked in this section.

X *Kenneth J. Knowlton* 11-30-99  
 (Date)

ACCOUNT NUMBER **REDACTED**

**ACCOUNT OWNER(S) NAME & ADDRESS**

CROOKED LAKE PARK SEWERAGE CO  
 227 CALOOSA LAKE CIRCLE NORTH  
 LAKE WALES, FL 33853-8605

**TYPE OF ACCOUNT**

NEW  EXISTING

CHECKING  SAVINGS

MONEY MARKET  CERTIFICATE OF DEPOSIT

NOW  \_\_\_\_\_

This is your (check one): BUSINESS MONEY MARKET ACCOUNT

Permanent  Temporary account agreement.

Number of signatures required for withdrawal 2

FACSIMILE SIGNATURE(S) ALLOWED?  YES  NO

[ X ]

**SIGNATURE(S) - THE UNDERSIGNED AGREE(S) TO THE TERMS STATED ON PAGES 1 AND 2 OF THIS FORM, AND ACKNOWLEDGE(S) RECEIPT OF A COMPLETED COPY ON TODAY'S DATE. THE UNDERSIGNED ALSO ACKNOWLEDGE(S) RECEIPT OF A COPY OF AND AGREE(S) TO THE TERMS OF THE FOLLOWING DISCLOSURE(S):**

Truth in Savings Disclosure  Funds Availability Disclosure

Electronic Fund Transfers Disclosure

\_\_\_\_\_

(1): [ X *Kenneth J. Knowlton* ]  
 KENNETH J. KNOWLTON  
 I.D. # \_\_\_\_\_ D.O.B. \_\_\_\_\_

(2): [ X *Blanca S. Bayo* ]  
 BLANCA BAYO  
 I.D. # \_\_\_\_\_ D.O.B. \_\_\_\_\_

(3): [ X ]

I.D. # \_\_\_\_\_ D.O.B. \_\_\_\_\_

(4): [ X ]

I.D. # \_\_\_\_\_ D.O.B. \_\_\_\_\_

Convenience Account Agent (Single-Party Accounts Only)

[ X ]

I.D. # \_\_\_\_\_ D.O.B. \_\_\_\_\_

## YOUR DEPOSIT ACCOUNT TERMS AND CONDITIONS

**AGREEMENT** - These terms govern the operation of this account unless varied or supplemented in writing. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so that the singular includes the plural and the plural includes the singular. As used in this form, the words "we," "our," or "us" mean the financial institution and the words "you" or "your" mean the account holder(s). "Party" means a person who, by the terms of this account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent. This account may not be transferred or assigned without our written consent.

Much of our relationship with our deposit customers is regulated by state and federal law, especially the law relating to negotiable instruments, the law regulating the methods of transferring property upon death and the rights of surviving spouses and dependents, the law pertaining to estate and other succession taxes, the law regarding electronic funds transfer, and the law regarding the availability of deposited funds. This body of law is too large and complex to be reproduced here.

The purpose of this form is to:

- (1) summarize the rules applicable to the more common transactions;
- (2) establish rules to govern transactions or circumstances which the law does not regulate; and
- (3) establish rules for certain events or transactions which the law already regulates but permits variation by agreement.

We may permit some variations from this standard agreement, but any such variations must be agreed to in writing either on our signature card for the account or in some other written form.

**LIABILITY** - Each of you agrees, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges that may be imposed. You authorize us to deduct these charges as accrued directly from the account balance. You also agree to pay additional reasonable charges we may impose for services you request which are not contemplated by this agreement. Each of you also agrees to be jointly and severally liable for any account deficit resulting from charges or overdrafts, whether caused by you or another authorized to withdraw from this account, and the costs we incur to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.

**DEPOSITS** - Any items, other than cash, accepted for deposit (including items drawn "on us") will be given provisional credit only until collection is final (and actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars). Subject to any other limitations, interest will be paid only on collected funds, unless otherwise provided by law. We are not responsible for transactions initiated by mail or outside depository until we actually record them. All transactions received after our "daily cut-off time" on a business day we are open, or received on a day in which we are not open for business, will be treated and recorded as if initiated on the next following business day that we are open.

**WITHDRAWALS** - Unless otherwise clearly indicated on the account records, any one of you who signs this form including authorized signers, may withdraw or transfer all or any part of the account balance at any time on forms approved by us. Each of you (until we receive written notice to the contrary) authorizes each other person signing this form to endorse any item payable to you or your order for deposit to this account or any other transaction with us. We may charge against your account a check, even though payment was made before the date of the check, unless you have given us written notice of the postdating. The fact that we may honor withdrawal requests which overdraw the finally collected account balance does not obligate us to do so, unless required by law. Withdrawals will first be made from collected funds, and we may, unless prohibited by law or our written policy, refuse any withdrawal request against uncollected funds, even if our general practice is to the contrary. We reserve the right to refuse any withdrawal or transfer request which is attempted by any method not specifically permitted, which is for an amount less than any minimum withdrawal requirement, or which exceeds any frequency limitation. Even if we honor a nonconforming request, repeated abuse of the stated limitations (if any) may eventually force us to close this account. We will use the date a transaction is completed by us (as opposed to the day you initiate it) to apply the frequency limitations. On interest-bearing accounts other than time deposits, we reserve the right to require at least seven days' written notice before any withdrawal or transfer. Withdrawals from a time deposit prior to maturity or prior to the expiration of any notice period may be restricted and may be subject to penalty. See your notice of penalties for early withdrawal.

**OWNERSHIP OF ACCOUNT** - You intend these rules to apply to this account depending on the form or ownership and beneficiary designation, if any, specified on page 1. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. **Single-Party Account** - Such an account is owned by one party. **Multiple-Party Account** - Parties own account in proportion to net contributions unless there is clear and convincing evidence of a different intent. **Corporate, Partnership, and Other Organizational Accounts** - We will usually require a separate authorization form designating the person permitted and conditions required for withdrawal from any account in the name of a legal entity such as a partnership, corporation or other organization. We will honor such authorization according to its terms until it is amended or terminated in writing by the governing body of such organization. **RIGHTS AT DEATH - Single-Party Account** - At death of the party, ownership passes as part of the party's estate. **Single-Party Account With Pay-on-Death Designation** - At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the

party's estate. **Multiple-Party Account With Right of Survivorship** - At death of a party, ownership passes to the surviving party or parties. **Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation** - At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate. **Multiple-Party Account Without Right of Survivorship** - At death of party, deceased party's ownership passes as part of deceased party's estate.

**STOP-PAYMENTS** - A stop-payment order must be given in the manner required by law and must be received in time to give us a reasonable opportunity to act on it before our stop-payment cut-off time. Our stop-payment cut-off time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop-payment are provided by law. A stop-payment order must precisely identify the number, date and amount of the item, and the payee. We will honor a stop-payment request by the person who signed the particular item, and, by any other person, even though such other person did not sign the item, if such other person has an equal or greater right to withdraw from this account than the person who signed the item in question. A release of the stop-payment request may be made only by the person who initiated the stop-payment.

**AMENDMENTS AND TERMINATION** - We may change any term of this agreement. Rules governing changes in interest rates have been provided separately. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Notice from us to any one of you is notice to all of you.

**STATEMENTS** - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized payments or alterations, you must promptly notify us of the relevant facts. If you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we exercised ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items forged or altered by the same wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but that such time will not, in any circumstance, exceed a total of 30 days from when the statement is first made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries or any other errors in your account within 60 days of when we make the statement available, you cannot assert a claim against us on any items in that statement, and the loss will be entirely yours. This 60 day limitation is without regard to whether we exercised ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**DIRECT DEPOSITS** - If, in connection with a direct deposit plan, we deposit any amount in this account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from this account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**TEMPORARY ACCOUNT AGREEMENT** - If this option is checked on the account records, this is a temporary account agreement. Each person who signs this signature card (except as indicated to the contrary on the account records) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**SET-OFF** - You each agree that we may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note. This right of set-off does not apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan, or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set-off.

**FACSIMILE SIGNATURES** - You authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen on page 1 of this agreement, or that are filed separately with us, and contain the required number of signatures for this purpose.

**CONVENIENCE ACCOUNT AGENT** - A convenience account, as defined by Florida law, means a deposit account other than a certificate of deposit, in the name of one individual, in which one or more other individuals have been designated as agent with the right to make deposits to and withdraw funds from or draw checks on such account on your behalf. A convenience account agent has no ownership rights in the account. Only an owner may designate, substitute, or remove an agent.

**RESTRICTIVE LEGENDS** - We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in a writing signed by one of our officers. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000."



**REDACTED**

**CORPORATE AUTHORIZATION RESOLUTION**

American Bank and Trust of Polk County  
MEMBER FDIC  
222 ST ROAD 60 EAST, P O BOX 3400  
Lake Wales, FL 33859-3400  
(941) 676-7631


By: CROOKED LAKE PARK SEWERAGE CO  
(Corporation)  
227 CALOOSA LAKE CIRCLE NORTH  
(Address)  
LAKE WALES, FL 33853-8605  
(City, State and Zip Code)

A. I, KENNETH J. KNOWLTON, certify that I am Secretary (clerk) of the above named corporation organized under the laws of FL, Federal Employer I.D. Number 59-1578221, engaged in business under the trade name of \_\_\_\_\_, and that the following is a correct copy of resolutions adopted at a meeting of the Board of Directors of this corporation duly and properly called and held on November 30, 1999. These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

B. Be it resolved that,

- (1) The Financial Institution named above is designated as a depository for the funds of this corporation.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by this Financial Institution.
- (3) All transactions, if any, with respect to any deposits, withdrawals, rediaccounts and borrowings by or on behalf of this corporation with this Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
- (4) Any of the persons named below, so long as they act in a representative capacity as agents of this corporation, are authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated below, from time to time with this Financial Institution, concerning funds deposited in this Financial Institution, moneys borrowed from this Financial Institution or any other business transacted by and between this corporation and this Financial Institution subject to any restrictions stated below.
- (5) Any and all prior resolutions adopted by the Board of Directors of this corporation and certified to this Financial Institution as governing the operation of this corporation's account(s), are in full force and effect, unless supplemented or modified by this authorization.
- (6) This corporation agrees to the terms and conditions of any account agreement, properly opened by any authorized representative(s) of this corporation, and authorizes the Financial Institution named above, at any time, to charge this corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on this Financial Institution, regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimens in section C. (or the facsimile signature specimens that this corporation files with this Financial Institution from time to time) and contain the required number of signatures for this purpose.

C. If indicated, any person listed below (subject to any expressed restrictions) is authorized to:

Name and Title	Signature	Facsimile Signature (if used)
(A) <u>KENNETH J. KNOWLTON, PRESIDENT</u>		_____
(B) <u>BLANCA BAYO, DIRECTOR OF RECORDS</u>	_____	_____
(C) _____	_____	_____
(D) _____	_____	_____

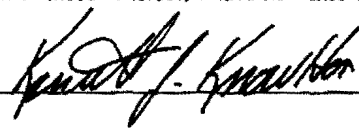
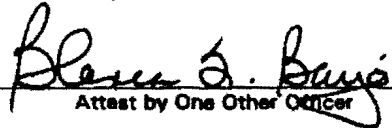
Indicate A, B, C and/or D


- A, B
- (1) Exercise all of the powers listed in (2) through (6).
  - (2) Open any deposit or checking account(s) in the name of this corporation.
  - (3) Endorse checks and orders for the payment of money and withdraw funds on deposit with this Financial Institution.  
Number of authorized signatures required for this purpose 2
  - (4) Borrow money on behalf and in the name of this corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.  
Number of authorized signatures required for this purpose 2
  - (5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by this corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.  
Number of authorized signatures required for this purpose 2
  - (6) Enter into written lease for the purpose of renting and maintaining a Safe Deposit Box in this Financial Institution.  
Number of authorized persons required to gain access and to terminate the lease 2

D. I further certify that the Board of Directors of this corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the foregoing resolutions and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same.

In Witness Whereof, I have hereunto subscribed my name and affixed the seal of this corporation on

**IMPRINT  
SEAL  
HERE**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Attest by One Other Officer

  
\_\_\_\_\_  
Secretary