

**Partnership
 Authority Certificate and Trading Authorization
 For Brokerage Accounts
 (For use by Partnerships Only)**

- Complete all sections, sign and return.

Account Number(s)

Account Title: _____ Advisor (if applicable): _____

I, _____, being a duly authorized representative of _____, the general partner ("General Partner") of _____, a partnership duly organized and validly existing under the laws of _____, and having its chief executive office or its only place of business at _____ (the "Partnership"), in the name and on behalf of the Partnership, hereby:

- (a) represent, and warrant that I am a duly authorized representative of the Partnership and am authorized to execute this Certificate on behalf of the Partnership;
- (b) certify that below is a true, complete and correct copy of the written consent¹ (the "Written Consent") duly adopted by the general partner(s) and limited partner(s) of the Partnership, as applicable, as of _____, which Written Consent has not been amended, modified, revoked or rescinded since their adoption to and including the date hereof:

RESOLVED, that _____ (the "Partnership") is hereby authorized and directed to establish and maintain one or more accounts, including margin accounts* (if the Partnership is authorized to open a margin account, the Partnership has checked the box at the end of the Certificate), (each, an "Account"), and to engage in any of the transactions hereinafter described, in each case, with or through J.P. Morgan Securities Inc., J.P. Morgan Clearing Corp., Bear, Stearns International Limited and/or any of their now or hereafter existing affiliated entities (collectively, "JP Morgan"), through an Account or otherwise, with JP Morgan acting as principal or agent in such transactions;

RESOLVED, that the Partnership is hereby authorized and empowered to purchase (including on a forward or when-issued basis or on margin) hold, finance, pledge, exercise, convert, tender, redeem, exchange, transfer, assign, sell (including on a short, when-issued or forward basis), enter into, write, issue, terminate, amend and otherwise deal and trade, singly or in combination, in the following: any and all forms of securities, evidences of interest, participation, or indebtedness, instruments of any issuer (whether publicly registered or exempt from registration) transactions and investments, including, but not limited to common or preferred stock, scrip, warrants and rights; bills, notes, bonds or debentures of any coupon, (including "zero coupon" or maturity; certificates of deposit, bank notes or deposit notes; commercial paper, money market instruments; listed and/or over-the-counter options, commodities, commodity futures, options on futures (including single stock futures contracts and other securities futures products); transactions in foreign currencies; limited partnership interests and other interests in hedge funds, buyout funds, real estate investment trusts, venture capital funds, private equity funds and private equity investment vehicles; whole mortgage loans, any and all interests and participations in mortgage loans, mortgage-backed and asset-backed securities; any kind of derivative investment, including interest rate, currency, credit, equity or other swap transactions; repurchase and reverse* repurchase transactions, buy/forward sale transactions, dollar rolls, secured lending transactions and any instrument or interest generally regarded as an investment or hedge, secured or unsecured, or any transaction, that is similar to any of those described above (including an option with respect to any of them) (each of the foregoing, an "Activity");

RESOLVED, that each of the directors, officers, partners, employees and agents of the Partnership listed below (each, an "Authorized Person") is hereby individually authorized for and on behalf of the Partnership by oral, written, electronic or other means to: (1) give to and receive from JP Morgan oral, written or electronic instructions, confirmations, notices or demands with respect to any Account, Activity or transaction; (2) bind the Partnership to enter into and perform any transaction or agreement, amendment or modification thereof, relating to any Account, Activity or transaction involving the Partnership; (3) lend or borrow money or securities and secure the repayment thereof with the property of the Partnership; (4) pay in cash or by check or by credit or debit card or draft drawn upon the funds of the Partnership any sums required to be paid in connection with any Account, Activity or transaction; (5) order the transfer of record of any securities, funds or other property to any name and to accept delivery of any securities, funds or other property; (6) direct the sale or exercise of any rights with respect to any securities or other property; (7) agree to any terms or conditions or execute or otherwise assent to any document or agreement affecting any Account, Activity or transaction; (8) endorse any securities or other property in order to pass title thereto (or any interest therein); (9) direct JP Morgan to surrender any securities or other property for the purpose of effecting any exchange or conversion thereof; (10) appoint any other person or persons to do any and all things which such Authorized Person of the Partnership is hereby empowered to do; and (11) generally, take all such action as such Authorized Person of the Partnership may deem necessary or desirable to implement or facilitate the trading activities described herein:

AUTHORIZED PERSONS

<u>Name of Authorized Person of Partnership</u>	<u>Title / Position</u>	<u>Specimen Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

¹ Please ensure that the Written Consent set forth in the certificate is identical to the written consent adopted by the Partnership. Unless representation (d) below provides to the contrary.

RESOLVED, that each of the Authorized Persons listed above is hereby individually authorized, for and on behalf of the Partnership, to execute or otherwise assent to or enter into on behalf of the Partnership all agreements, confirmations, releases, assignments, powers of attorney or other documents in connection with any Account, Activity or transaction, including without limitation, to execute and deliver instructions to JP Morgan to receive or deliver funds or securities, whether free or versus payment, or trade or non-trade related (including to any Authorized Persons);

RESOLVED, that notwithstanding the foregoing resolutions, any person with actual or apparent authority is authorized and empowered by the Partnership to undertake any Activity;

RESOLVED, that all actions previously taken by any Authorized Person in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of the Partnership;

RESOLVED, that JP Morgan may rely on the certifications, representations, warranties, and agreements contained in this Certificate until the close of business on the second business day after JP Morgan receives written notice of the modification or revocation thereof at its offices at One MetroTech Center North, Brooklyn, New York 11201-3859 marked to the attention of: (i) Global Clearing Services-New Accounts (if the Partnership's Account is maintained by the Global Clearing Services Department and the Partnership engages in equities/prime brokerage), (ii) Fixed Income Clearing Services Managing Director (if the Partnership's Account is maintained by the Global Clearing Services Department and the Partnership engages in fixed income trading) and (iii) Documentation Department (if the Partnership's Account is maintained by the Private Client Services Department or any other JP Morgan department) or any other address that has been provided by JP Morgan specifically for such purpose and in each case with a copy to the Partnership's account executive or relationship manager(s) at JP Morgan; provided, that JP Morgan may rely on such certifications, representations, warranties, covenants and agreements with respect to any transaction entered into prior to the effectiveness of such modification or revocation;

RESOLVED, that JP Morgan, their successors and assigns and their respective affiliates, directors, officers, agents and employees (the "Released Parties") are hereby released and forever discharged from, and against, any and all liabilities, responsibilities, obligations, claims, costs, damages, expenses (including attorneys' fees and expenses), penalties, judgments or awards incurred or suffered by the Released Parties in connection with their reliance on this Certificate; the Partnership acknowledges that the release and discharge set forth herein are in addition to, and in no way limit or restrict, any rights which any of the Released Parties may have under any other agreement(s) between the Partnership and any of the Released Parties or under any federal or state statutes, laws, rules or regulations; and agree that this release and discharge shall survive the revocation of this Certificate with respect to transactions entered into prior to the effectiveness of such revocation;

(c) represent and warrant that the Partnership [check the correct statement or cross out the incorrect statement]

has more than one officer, director, partner or employee

i) has only one officer, director, partner and employee and that person is the sole beneficial owner of the Partnership, and
(ii) the Partnership has provided evidence of such sole ownership to JP Morgan (attached hereto);

(d) represent and warrant that the Written Consent [check the correct statement or cross out the incorrect statement]

authorizes the Partnership to engage in margin transactions credited or debited to an account at JP Morgan

does not authorize the Partnership to engage in margin transactions credited or debited to an account at JP Morgan; and

(e) represent and warrant that the Written Consent [check the correct statement or cross out the incorrect statement]

authorizes each Authorized Person to order the trade and non-trade related free delivery of funds and securities to themselves and third parties

does not authorize each Authorized Person to order the trade and non-trade related free delivery of funds and securities to themselves and third parties.

IN WITNESS WHEREOF the Partnership, through the undersigned, has executed this Certificate as of the ____ day of _____, ____.

BY*:

Signature

(Typed or Printed Name)

(Title)

****This Certificate must be executed by a person or entity duly authorized by the Partnership. Please provide the portion of the Partnership Agreement or other objective document evidencing the authority of the person signing this Certificate on behalf of the Partnership to do so.***