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AZ CORP COMMISSION
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BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

MARC SPITZER-Chairman

JIM IRVIN

WILLIAM A. MUNDELL

JEFF HATCH-MILLER

MIKE GLEASON

UTILITIES DIVISION STAFF

Complainant,

v.

LIVEWIRENET OF ARIZONA, LLC; THE PHONE COMPANY MANAGEMENT GROUP, LLC; THE PHONE COMPANY OF ARIZONA JOINT VENTURE D/B/A THE PHONE COMPANY OF ARIZONA; ON SYSTEMS TECHNOLOGY, LLC and its principals, TIM WETHERALD, FRANK TRICAMO AND DAVID STAFFORD; and THE PHONE COMPANY OF ARIZONA, LLP and its Members,

Respondents.

Arizona Corporation Comm

DOCKET

MAR 21

DOCKETED
CATC

DOCKET NO. T-03889A-02-0796

DOCKET NO. T-04125A-02-0796

MOTION TO DISMISS COMPLAINT AS AGAINST THE PHONE COMPANY OF ARIZONA, LLP, AND MOTION TO INTERVENE

(EXPEDITED ORAL ARGUMENT REQUESTED)

The Phone Company of Arizona, LLP, through its counsel undersigned, hereby moves the Arizona Corporation Commission (the "Commission") for its order dismissing the Utilities Division Staff's complaint in the above-captioned dockets (the "Complaint") as against The Phone Company of Arizona, LLP, and its partners. The Phone Company of Arizona, LLP,

Snell & Wilmer

LLP

LAW OFFICES
One Arizona Center, 400 E. Van Buren
Phoenix, Arizona 85004-2202
(602) 382-6000

1 further requests that the Commission grant its motion to intervene in this proceeding, for the
2 reasons set forth hereinafter. This motion is supported by the following facts and information.

3 I. THE PLAYERS

4 A. The Phone Company of Arizona, LLP. The Phone Company of Arizona, LLP,
5 (also referred to herein as the "Partnership") is a registered limited liability partnership formed
6 pursuant to the Arizona Revised Uniform Partnership Act for the purpose of obtaining a
7 certificate of convenience and necessity ("CC&N") to provide competitive telecommunications
8 services in Arizona.

9 B. Telecom Advisory Services, Inc. Telecom Advisory Services, Inc., (also referred
10 to herein as "TAS") is a Florida corporation formed for the purpose of selling investment shares
11 in telecommunications partnerships in Colorado, Arizona, Washington, Minnesota, Iowa,
12 Nebraska, Texas and Oregon.

13 C. On Systems Technology, LLC. On Systems Technology, LLC, (also referred to
14 herein as "On Systems") is a Colorado limited liability company formed for the purpose of
15 owning, operating and managing telecommunications companies in Colorado, Arizona,
16 Washington, Minnesota, Iowa, Nebraska, Texas and Oregon.

17 D. LiveWireNet of Arizona, LLC. LiveWireNet of Arizona, LLC, (also referred to
18 herein as "LiveWireNet") is an Arizona limited liability company formed for the purpose of
19 owning, operating and managing telecommunications companies in the State of Arizona. On
20 January 29, 2002, LiveWireNet filed Amended Articles of Incorporation with the Commission
21 changing its name to The Phone Company Management Group, LLC, doing business as The
22 Phone Company (also referred to herein as "The Phone Company"). The Phone Company
23 (formerly known as LiveWireNet) is a subsidiary of On Systems Technology, LLC. The Phone
24 Company of Arizona, LLP, has no legal interest in The Phone Company (formerly known as
25 LiveWireNet) or its parent, On Systems. Likewise, neither The Phone Company nor On System
26 have any legal interest in The Phone Company of Arizona, LLP.

1 E. Tim Wetherald. Tim Wetherald (“Wetherald”) is a resident of Denver, Colorado.
2 Upon information and belief, Wetherald owns a 35% membership interest in On Systems.

3 F. The Phone Company of Arizona Joint Venture. The Phone Company of Arizona
4 Joint Venture (also referred to as the “Joint Venture”) was a joint venture formed between The
5 Phone Company of Arizona, LLP, and On Systems Technology, LLC, on June 6, 2002. The Joint
6 Venture was terminated effective as of July 31, 2002.

7 II. THE TRANSACTION

8 The partners of The Phone Company of Arizona, LLP, were sold shares in the Partnership
9 through Telecom Advisory Services, Inc., a self-styled partnership recruiter. The Partnership was
10 formed for the purpose of establishing, for the partners, a new competitive local exchange carrier
11 in Arizona. Wetherald was to take those steps necessary in order for the Partnership (i) to obtain
12 a competitive CC&N; (ii) to obtain other required approvals and permits; and (iii) to enter into
13 such interconnection agreements and/or resale agreements as were required in order for the
14 Partnership to provide local telephone service and other telecommunications services in Arizona.
15 However, Wetherald never applied for a CC&N or any other permits or approvals on behalf of the
16 Partnership, nor did he negotiate or execute any interconnection or resale agreement on behalf of
17 the Partnership. Instead, Wetherald persuaded the Partnership to form the Joint Venture under the
18 guise that the Joint Venture was required by the Commission in order to obtain a CC&N and
19 begin providing telephone service. By so doing, Wetherald was able to advance the interests of
20 his own enterprise, The Phone Company Management Group, LLC.

21 Wetherald established the company called LiveWireNet in early 2000, and the
22 Commission issued a conditional CC&N to LiveWireNet on February 16, 2001. The name of
23 LiveWireNet was subsequently changed to The Phone Company Management Group, LLC, on
24 January 29, 2002. The Phone Company Management Group, LLC, apparently does business
25 under the name The Phone Company.

26

1 The Phone Company of Arizona Joint Venture was formed between The Phone Company
2 of Arizona, LLP, and On Systems Technology, LLC, on June 6, 2002. Wetherald told the
3 partners of The Phone Company of Arizona, LLP, that the CC&N held by The Phone Company
4 Management Group, LLC, (Wetherald's enterprise) would be transferred to the Phone Company
5 of Arizona Joint Venture. However, the transfer of the CC&N never occurred, and in a letter
6 dated December 5, 2002, the Partnership notified Tim Wetherald that the Joint Venture was
7 terminated due to the failure of On Systems to perform material obligations imposed upon On
8 Systems Technology, LLC, as: (i) manager under that certain Management Agreement between
9 the parties dated November 13, 2001; and (ii) a joint venturer under the Telecommunications
10 Services and Operating Agreement dated June 6, 2002. The Phone Company of Arizona Joint
11 Venture was terminated effective July 31, 2002, the date Michael L. Glaser, Esq., filed an
12 application with the Commission for a CC&N on behalf of the Joint Venture but without the
13 authority or consent of the Join Venture. The one and only meeting of the management
14 committee of the Joint Venture occurred on August 8, 2002, one week after the application was
15 filed.

16 The management committee of the Phone Company of Arizona Joint Venture never
17 authorized Wetherald or the Phone Company Management Group, LLC, to use the business name
18 "The Phone Company of Arizona." Thus, the use of the business name "The Phone Company of
19 Arizona" by any of LiveWireNet of Arizona, LLC, The Phone Company Management Group,
20 LLC, On Systems Technology, LLC, or Tim Wetherald was an unlawful and unauthorized use of
21 a business name intended to create an appearance that The Phone Company of Arizona Joint
22 Venture and The Phone Company Management Group, LLC, were one and the same. Other than
23 the short-lived relationship between The Phone Company of Arizona, LLP, and On Systems
24 Technology, LLC, as joint venturers, there is not now nor has there ever been any legal
25 relationship between The Phone Company of Arizona, LLP and any of LiveWireNet of Arizona,
26

1 LLC, The Phone Company Management Group, LLC, On Systems Technology, LLC, or an entity
2 providing telephone service in Arizona under the name "The Phone Company of Arizona."

3 III. ARGUMENT

4 The Commission should dismiss the Complaint as against The Phone Company of
5 Arizona, LLP, because none of the allegations of wrongdoing or requests for relief derive from
6 actions of the Partnership. Presumably, the Partnership's inclusion as a Respondent in the
7 Complaint stems from confusion on the part of Staff over the relationship between the various
8 respondents named in the Complaint. Such confusion is understandable as confusion was
9 precisely the intended effect of Wetherald and The Phone Company Management Group, LLC.
10 However, as explained below, there is no legal relationship between the Partnership and the other
11 entities identified in Staff's Complaint:

12 1. Neither The Phone Company of Arizona, LLP, nor any of its
13 partners acting on behalf of the Partnership have ever (i) provided
14 telecommunications services to customers in Arizona; (ii) solicited customers in
15 Arizona for the provision of telecommunications services; (iii) applied for a
16 CC&N to provide telecommunications services in Arizona; or (iv) owned or
17 controlled any interest in any entity providing telecommunications services in
18 Arizona or soliciting customers in Arizona for the provision of
19 telecommunications services;

20 2. The Phone Company of Arizona, LLP, does not now nor has it
21 ever held any interest in LiveWireNet of Arizona, LLC, The Phone Company
22 Management Group, LLC, or On Systems Technology, LLC;

23 3. The Phone Company of Arizona LLP, does not now nor has it ever
24 held any interest in the CC&N of The Phone Company Management Group, LLC
25 (formerly LiveWireNet of Arizona, LLC); and

26 4. The Phone Company of Arizona, LLP, was briefly a joint venturer
with On Systems Technology, LLC, in The Phone Company of Arizona Joint
Venture, but the short-lived Joint Venture was dissolved by the Partnership
effective July 31, 2002, after less than two months. The management committee
of the Joint Venture never authorized the Joint Venture to provide
telecommunications services to customers in Arizona, to solicit customers in
Arizona for telecommunications, or to apply for a CC&N. Although an
application for a CC&N was filed on behalf of the Joint Venture by Mr. Glaser in

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Docket No. T-04125A-02-0577, the application was filed without the authority of the management committee, and the application was subsequently withdrawn by Mr. Glaser. It should also be noted that The Phone Company of Arizona Joint Venture is not a separate legal entity, and it has no authority to undertake any action in its own behalf.

Staff's Complaint alleges that more than 4,500 persons in Arizona are being marketed to and/or provided telephone service in Arizona, and that the marketers and providers of this telephone service are not technically or financially capable of providing telecommunications services. In its request for relief, the Complaint recommends that the CC&N held by The Phone Company Management Group, LLC, be revoked in conjunction with a plan for transitioning customers to another provider holding a valid CC&N and having the technical and financial capability to provide the service. Notice has now been provided to customers, and the process of transitioning customers from The Phone Company Management Group, LLC, has begun.

Nowhere in the Complaint is it alleged that the Partnership or any of its partners are providing telephone service to customers in Arizona. Rather, Tim Wetherald and The Phone Company Management Group, LLC (formerly LiveWireNet of Arizona, LLC), are solely responsible for the activities set forth in the Complaint. The CC&N granted in Decision No. 63382 is held by The Phone Company Management Group, LLC (formerly LiveWireNet of Arizona, LLC), not the Partnership, and it is this CC&N that forms the basis of Staff's Complaint.

For the foregoing reasons, the Commission should dismiss the Utilities Division Staff's Complaint against The Phone Company of Arizona, LLP. The Partnership has already expended substantial sums of money participating in this proceeding, on top of the money that has been lost as a result of the fraudulent actions of Wetherald and The Phone Company Management Group, LLC. To the extent that Staff needs access to the partners of the Partnership in the prosecution of its Complaint against the remaining respondents, the partners will be made available. Thus, there is no basis for continuing to hold the Partnership as a respondent in this complaint proceeding.

1 **IV. INTERVENOR STATUS**

2 Although The Phone Company of Arizona, LLP, is seeking dismissal of the Complaint as
3 against the Partnership, the Partnership requests to remain in the case as an intervenor so that the
4 Partnership can pursue the release of a \$100,000 certificate of deposit that was unlawfully
5 obtained from the Partnership by Wetherald to use for his company, The Phone Company
6 Management Group, LLC.

7 Pursuant to Decision No. 63382, LiveWireNet (now The Phone Company Management
8 Group, LLC) was required to file a performance bond in the amount of \$100,000 within 90 days
9 of the date of the decision granting its CC&N. The Phone Company Management Group, LLC,
10 requested and received several extensions of time to submit evidence that it had obtained the
11 performance bond, and subsequently notified the Commission that it had obtained a Bond for
12 Utility Users dated February 19, 2002, a copy of which is attached hereto as Exhibit A.

13 To satisfy the bond requirement of Decision 63382, Wetherald caused Roald Haugan, the
14 former managing partner of The Phone Company of Arizona, LLP, to disperse \$100,000 from the
15 Partnership's reserve account to purchase a certificate of deposit ("CD") to be used as the
16 financial security for the performance bond. Mr. Haugan did this because he believed that Mr.
17 Wetherald was proceeding in good faith with efforts to obtain a CC&N for the Partnership, rather
18 than using the CD to fulfill the performance bond requirement tied to Wetherald's own CC&N for
19 The Phone Company Management Group, LLC.

20 A \$100,000 CD was subsequently purchased by Mr. Haugan and the Partnership at First
21 United Bank of Colorado, as surety on behalf of The Phone Company Management Group, LLC,
22 under the Bond for Utility Users. Time Certificate of Deposit No. 8726 was issued by First
23 United Bank on February 19, 2002, in the name of "Roald Haugan/The Phone Co. of AZ, LLP,"
24 as a single-party account with single maturity (*i.e.*, not automatically renewed) with a maturity
25 date of February 19, 2003. A copy of CD No. 8726 is attached hereto as Exhibit B. Without Mr.
26 Haugan's consent, or the consent of The Phone Company of Arizona, LLP, the name "Tim

1 Wetherald” was inserted above Mr. Haugan’s name on CD No. 8726. This occurred after Mr.
2 Haugan executed the CD by initialing. A copy of the doctored CD No. 8726 bearing Mr.
3 Wetherald’s name and initials is attached hereto as Exhibit C.

4 First United Bank of Colorado, as surety, gave notice to The Phone Company
5 Management Group, LLC, on December 11, 2002, that its liability under the performance bond
6 would terminate and the Bond would be cancelled on February 19, 2003. A copy of the letter
7 from Stuart Shapiro to The Phone Company Management Group, LLC, dated December 11,
8 2002, is attached hereto as Exhibit D. The Bond for Utility Users states that it will remain in full
9 force and effect until cancelled by mutual agreement of the Arizona Corporation Commission,
10 The Phone Company Management Group, as principal, and First United Bank of Colorado, as the
11 surety.

12 Wetherald fraudulently obtained CD No. 8726 in order to satisfy the performance bond
13 requirement associated with the CC&N issued to The Phone Company Management Group,
14 LLC., in decision 63382, not The Phone Company of Arizona, LLP. As set forth in detail above,
15 The Phone Company of Arizona, LLP, has no ownership interest in any of LiveWireNet of
16 Arizona, LLC, The Phone Company Management Group, LLC, or On Systems Technology, LLC.
17 Thus, The Phone Company of Arizona, LLP, will be requesting that the Commission authorize
18 the release and return of DC No. 8726 to the Partnership, its rightful owner.

19 For the reasons stated above, The Phone Company of Arizona, LLP, is directly and
20 substantially affected by the decision of the Commission in this proceeding. The granting of
21 intervenor status to the Partnership will not delay the proceedings or cause the issues to be unduly
22 broadened. Copies of all pleadings, orders, exhibits or other documents should be addressed to
23 the Partnership’s counsel undersigned.

24
25
26

1 Marty Harper, Esq.
2 SHUGHART, THOMSON & KILROY
3 3636 North Central Avenue
4 Suite 1200
5 Phoenix, Arizona 85012

6 Mark Brown, Staff Attorney-Policy and Law
7 QWEST CORPORATION
8 3033 North 3rd Street, Suite 1009
9 Phoenix, Arizona 85012

10 A COPY of the foregoing motion was
11 mailed this 21st day of March, 2003, to:

12 David Stafford Johnson, Esq.
13 740 Gilpin Street
14 Denver, Colorado 80218

15 Timothy Berg, Esq.
16 Theresa Dwyer Esq.
17 FENNEMORE CRAIG, P.C.
18 3003 North Central Avenue, Suite 2600
19 Phoenix, Arizona 85003

20 A COPY of the foregoing motion was
21 mailed and faxed this 21st day of March, 2003, to:

22 Michael L. Glaser
23 SHUGHART, THOMSON & KILROY
24 1050 Seventeenth Street
25 Suite 2300
26 Denver, Colorado 80202

27 
28 _____

1326795.1

EXHIBIT A



FIRST UNITED BANK

"...a Colorado-owned community bank"

BOND FOR UTILITY USERS

KNOW ALL MEN BY THESE PRESENTS: That we, The Phone Company Management Group, LLC., A Arizona Limited Liability Company as Principal, and First United Bank as Surety are jointly and severally bound unto the users of Principal in the sum of \$100,000.00, lawful money of the United States of America, to be paid as hereinafter provided for which payment will and truly to be made, we bind ourselves, and each of our successors and assigns, jointly and severally by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE THAT: Whereas the above bounden Principal has contracted with the users of the Principal for the furnishing of telecommunications service.

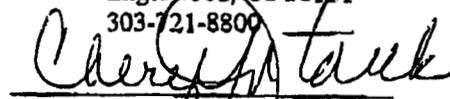
NOW THEREFORE, if the said Principal, or any assigns of his fails to provide telecommunications services so furnished, the said Surety will pay the same to the users of the Principal with the consent of the Arizona Corporation commission as Trustee, and amount not exceeding the sum herein above specified.

THE BOND SHALL REMAIN IN FULL FORCE and effect until cancelled by mutual agreement of the Arizona Corporation commission, The Principal and the Surety. The Surety's liability shall be terminated and bond cancelled upon written notice of the cancellation by the Surety to the Principal with a copy to the Arizona Corporation Commission no less than thirty days prior to cancellation date. Notice to the Principal shall be by certified mail in a sealed envelope with the postage prepaid. Proof of notice to the Principal shall be made available to the Arizona Corporation commission upon request. IN WITNESS Whereof, we have caused these presents to be executed this 19th day of February, 2002.

The Phone Company Management Group, LLC., A Arizona Limited Liability Company


Tim Wetherald, Manager

BY: First United Bank
8095 E. Belleview Avenue
Englewood, Co 80111
303-721-8800


Cheryl Antalek
Senior Vice President



A subsidiary of *United Banks of Colorado*



AURORA-CITY CENTER
14301 E. Alameda Ave.
Aurora, CO 80012
FAX (303) 480-6744

AURORA-MISSION VIEJO
15490 E. Hampden Avenue
Aurora, CO 80013
FAX (303) 493-7808

COLORADO SPRINGS
1310 United Heights Road
Colorado Springs, CO 80921
FAX (719) 638-4444

DENVER-PARK HILL
3901 E. Colfax Avenue
Denver, CO 80220
FAX (303) 320-0381

DENVER TECH CENTER
8095 E. Belleview Avenue
Englewood, CO 80111
FAX (303) 741-3288

LAKEWOOD-WADSWORTH
301 Wadsworth Boulevard
Lakewood, CO 80226
FAX (303) 374-3271

PARKER-COTTONWOOD PLAZA
17821 Cottonwood Drive
Parker, CO 80134
FAX (303) 680-8652

PARKER-MARSH
19301 E. Mainway
Parker, CO 80134
FAX (303) 841-2277

EXHIBIT B

TIME CERTIFICATE OF DEPOSIT
NOT NEGOTIABLE - NOT SUBJECT TO CHECK

THIS CERTIFICATE EVIDENCES A DEPOSIT IN THE NAME(S) OF:

**Roald Haugan
The Phone Co. of AZ, LLP**

Certificate Number 8726
Account Number 8726
Date _____

IN THE AMOUNT OF One Hundred Thousand Dollars DOLLARS \$ ~~***100,000.00***~~

TERM, MATURITY AND DESCRIPTION: This certificate has a term of _____ . It will (first) mature on 02/19/03

The minimum balance is \$ 5000.00

INTEREST: Your deposit will earn interest at the rate of 2.37 % per year to the first maturity date. We calculate interest using the 365 / 365 days per year method. We will compound interest (accrue interest on interest) daily

We will pay interest Quarterly back into CD

UNLESS WE TELL YOU OTHERWISE IN A SEPARATE DOCUMENT, INTEREST WILL NOT ACCRUE ON THIS DEPOSIT AFTER FINAL MATURITY.

RENEWALS: If checked, we will automatically renew this certificate on each succeeding maturity date. Each renewal term will be the same as the original term, beginning on the maturity date. We will not automatically renew this certificate (1) if you tell us not to do so, in writing, on or before the next maturity date; or (2) if you present this certificate to us for payment (or other disposition) on or within 10 calendar days after the maturity date if it has a term of more than 31 days, and one calendar day if it has a term of seven to 31 days.



FIRST UNITED BANK

SINGLE MATURITY: If checked, we will not automatically renew this certificate. It will mature once on the maturity date.

BY Roald Haugan

OWNERSHIP - CONSUMER (Select one and initial)

- Single-Party Account RHA
- Multiple-Party Account _____
- Trust Agreement Dated: _____
- Other _____

RIGHTS ON DEATH (Select one and initial)

- Single-Party Account RHA
- Multiple-Party Account with Right of Survivorship _____
- Multiple-Party Account without Survivorship _____
- Single-Party Account with Pay-on-Death _____
- Multiple-Party Account with Survivorship and Pay-on-Death _____

The NUMBER OF ENDORSEMENTS needed for withdrawal or any other purpose is: _____

AGENCY (POWER OF ATTORNEY) DESIGNATION (Optional)

To Add Agency Designation To Account, Name One Or More Agents: _____

(Select one and initial):

- Agency Designation Survives Disability or Incapacity of Parties _____
- Agency Designation Terminates on Disability or Incapacity of Parties _____

BENEFICIARIES OF PAY-ON-DEATH ACCOUNTS:

NONCONSUMER ACCOUNTS: Depositor

is at: Partnership Corporation

Authorization dated: _____

84-1579561

SOCIAL SECURITY OR EMPLOYER'S I.D. NUMBER: A correct taxpayer identification number is required for almost every type of account. A certification of this number is also required and is contained on the first copy of this certificate.

BACKUP WITHHOLDING: A certification that you are not subject to backup withholding is necessary for almost all accounts (except for persons who are exempt altogether). This certification is contained on the first copy of this form. Failure to provide this certification when required will cause us to withhold 31% of the interest earned (for payment to the IRS). Providing a false certification can result in serious federal penalties.

ENDORSEMENTS: Sign only when you request withdrawal.

- X _____
- X _____
- X _____

EXHIBIT C

TIME CERTIFICATE OF DEPOSIT
NOT NEGOTIABLE - NOT SUBJECT TO CHECK

THIS CERTIFICATE EVIDENCES A DEPOSIT IN THE NAME(S) OF: Tim Weatherald, Roald Haugan, The Phone Co. of AZ, LLP

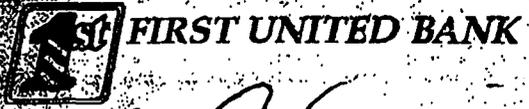
Certificate Number 8726
Account Number 8726
Date _____

IN THE AMOUNT OF One Hundred Thousand Dollars DOLLARS \$ 100,000.00
TERM, MATURITY AND DESCRIPTION: This certificate has a term of _____ It will (first) mature on 02/19/03

The minimum balance is \$ 5000.00
INTEREST: Your deposit will earn interest at the rate of 2.37 % per year to the first maturity date. We calculate interest using the 365 / 365 days per year method. We will compound interest (accrue interest on interest) daily
We will pay interest Quarterly back into CD

UNLESS WE TELL YOU OTHERWISE IN A SEPARATE DOCUMENT, INTEREST WILL NOT ACCRUE ON THIS DEPOSIT AFTER FINAL MATURITY

RENEWALS: If checked, we will automatically renew this certificate on each succeeding maturity date. Each renewal term will be the same as the original term, beginning on the maturity date. We will not automatically renew this certificate (1) if you tell us not to do so, in writing, on or before the next maturity date; or (2) if you present this certificate to us for payment (or other disposition) on or within 10 calendar days after the maturity date if it has a term of more than 31 days, and one calendar day if it has a term of seven to 31 days.



SINGLE MATURITY If checked, we will not automatically renew this certificate. It will mature once on the maturity date.

OWNERSHIP - CONSUMER (Select one and initial)

Single-Party Account TH

Multiple-Party Account

Trust Agreement Dated: _____

Other _____

RIGHTS ON DEATH (Select one and initial)

Single-Party Account TH

Multiple-Party Account with Right of Survivorship

Multiple-Party Account without Survivorship

Single-Party Account with Pay-on-Death

Multiple-Party Account with Survivorship and Pay-on-Death

The NUMBER OF ENDORSEMENTS needed for withdrawal or any other purpose is: _____

AGENCY (POWER OF ATTORNEY) DESIGNATION (Optional)

To Add Agency Designation To Account, Name One Or More Agents

(Select one and initial):

Agency Designation Survives Disability or Incapacity of Parties

Agency Designation Terminates on Disability or Incapacity of Parties

BENEFICIARIES OF PAY-ON-DEATH ACCOUNTS:

NONCONSUMER ACCOUNTS: Depositor is a: Partnership Corporation

Authorization dated: _____

84-1579561

SOCIAL SECURITY OR EMPLOYER'S I.I. NUMBER: A correct taxpayer identification number is required for almost every type of account. Certification of this number is also required and contained on the first copy of this certificate.

BACKUP WITHHOLDING: A certification that you are not subject to backup withholding is necessary for almost all accounts (except for persons who are exempt altogether). This certification is contained on the first copy of this form. Failure to provide this certification when required will cause us to withhold 31% of the interest earned (for payment to the IRS). Providing a false certification can result in serious federal penalties.

ENDORSEMENTS: Sign only when you request withdrawal.

X _____

X _____

X _____

© 1993 Bankers Systems, Inc., St. Cloud, MN (1-800-397-2341) COMB CDSC-CO (1) 6/17/06

READ OTHER SIDE FOR ADDITIONAL TERMS

EXHIBIT D

