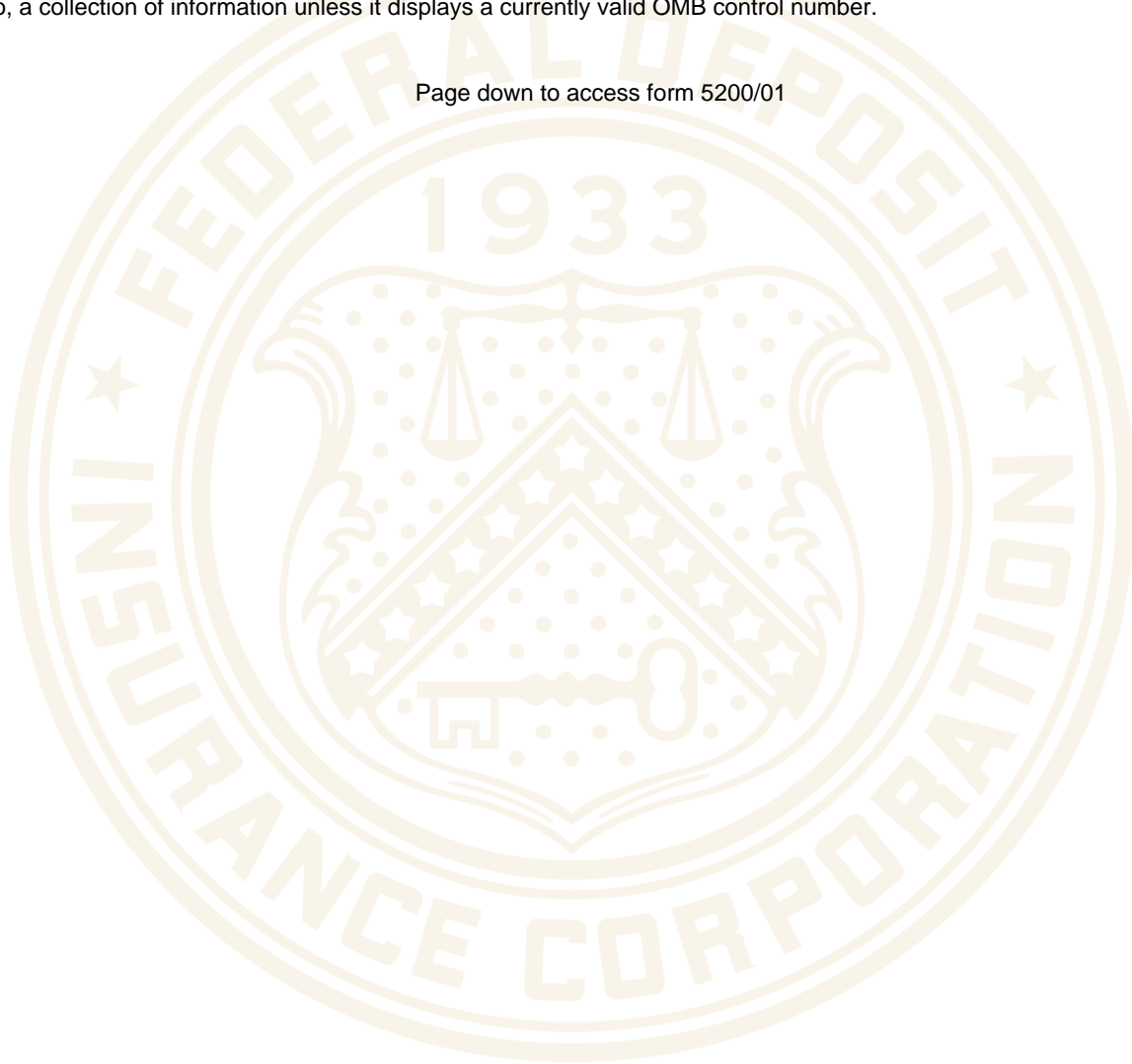

Federal Deposit Insurance Corporation
**REPRESENTATIONS AND CERTIFICATIONS
FOR LEGAL CONTRACTORS**

PAPERWORK REDUCTION ACT NOTICE

Public reporting burden for this collection of information is estimated to average 75 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Public Reporting Act Clearance Officer, Legal Division, Room 3082, Federal Deposit Insurance Corporation, 550 17th Street, N.W., Washington, DC 20429; and the Office of Management and Budget, Paperwork Reduction Project (3064-0122), Washington, D.C. 20503. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

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Federal Deposit Insurance Corporation REPRESENTATIONS AND CERTIFICATIONS FOR LEGAL CONTRACTORS

INSTRUCTIONS: Select one box for each of the following questions. If your response is "Yes" to any of the questions listed below, provide a detailed explanation including dates, names, and the locations of the event(s) in question in the space provided or on a separate sheet and attach to this form.

Note: The information and certifications required on this form will be used in determining the fitness and integrity of the law firm or sole practitioner ("Contractor") for entering into a Legal Services Agreement with the FDIC Legal Division, as provided in the Contractor Conflicts of Interest Regulations at 12 C.F.R. Part 366. Refer to the enclosed copy of those regulations for policies and procedures to be followed by both Contractors and the FDIC Legal Division. The FDIC Legal Division retains the right, in its sole discretion, to qualify or disqualify a Contractor.

SECTION I - DISQUALIFYING CONDITIONS

To the best of the Contractor's knowledge:	Yes	No
1. Has the Contractor ever been convicted of a felony? If Yes, provide the offense, law enforcement authority and/or court, city and state, and disposition of charges.	<input type="radio"/>	<input type="radio"/>

Provide Detailed Explanation

2. Has the Contractor ever been removed from or prohibited from participating in the affairs of any insured depository institution pursuant to any final enforcement action by the Office of the Comptroller of the Currency, the Office of Thrift Supervision, the Board of Governors of the Federal Reserve System, or the FDIC or their successor(s)?	<input type="radio"/>	<input type="radio"/>
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Provide Detailed Explanation

3. Has the Contractor ever demonstrated a pattern or practice of defalcation regarding obligations?	<input type="radio"/>	<input type="radio"/>
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Provide Detailed Explanation

4. Has the Contractor ever caused a substantial loss to Federal deposit insurance funds?	<input type="radio"/>	<input type="radio"/>
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Provide Detailed Explanation

SECTION II - CONFLICTS OF INTEREST

The FDIC will not execute or renew Legal Services Agreements with Contractors that have conflicts of interest or permit Contractors to continue performance under existing Legal Services Agreements, unless such conflicts are eliminated by the Contractor or are waived by the FDIC Outside Counsel Conflicts Committee or other appropriate FDIC official.

In addition to the following certifications, Contractors seeking to perform services for the FDIC Legal Division must provide extensive disclosures regarding actual or potential conflicts of interest and matters that may present the appearance of a conflict. Please refer to the Conflicts and Ethics section of this application package for further instructions on required disclosures.

To the best of the Contractor's knowledge:	Yes	No
5. Does the Contractor; any management official or affiliated business entity of the Contractor; or any employee, agent, or subcontractor of the Contractor who will perform services as a time charger under the Legal Services Agreement have one or more personal, business, or financial interests or relationship which would cause a reasonable individual with knowledge of the relevant facts to question the integrity or impartiality of those who are or will be acting under the Legal Services Agreement?	<input type="radio"/>	<input type="radio"/>

Provide Detailed Explanation

6. Is the Contractor; any management official or affiliated business entity of the Contractor; or any employee, agent, or subcontractor of the Contractor who will perform services as a time charger under the Legal Services Agreement an adverse party to the FDIC, RTC, FSLIC, or their successors in a lawsuit?	<input type="radio"/>	<input type="radio"/>
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Provide Detailed Explanation

7. Has the Contractor; any management official or affiliated business entity of the Contractor; or any employee, agent, or subcontractor of the Contractor who will perform services as a time charger under the Legal Services Agreement ever been suspended from contracting with a Federal entity or ever had a contract or Legal Services Agreement with the FDIC, RTC, FSLIC or their successors rescinded or terminated prior to completion which involved issues of conflicts of interest or ethical responsibilities?	<input type="radio"/>	<input type="radio"/>
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Provide Detailed Explanation

SECTION III - DEFAULTS

	Yes	No
8. Has the Contractor or any company under the Contractor's control defaulted on a material obligation to any insured depository institution during the ten (10) years preceding the submission of this application? If yes, attach a description of all such instances.	<input type="radio"/>	<input type="radio"/>

Provide Detailed Explanation

SECTION IV - EMPLOYEES AND SUBCONTRACTORS

	Yes	No
9. Does the Contractor agree that it will not allow any employee, agent, or subcontractor to perform services as a time charger under the proposed Legal Services Agreement unless the Contractor first verifies with each such employee, agent, or subcontractor that, to the best of such person's knowledge, such person: (a) is not disqualified from performing services under the Legal Services Agreement because of the existence of any of the conditions identified in Section I; (b) has no conflicts of interest as identified in Section II, unless a request by the Contractor for a waiver or proposal for the elimination of the conflict has been made; and (c) has not, during the ten (10) years preceding the submission of this application, defaulted on a material obligation to any insured depository institution?	<input type="radio"/>	<input type="radio"/>

Provide Detailed Explanation

SECTION V - CERTIFICATION

I represent and warrant that I have the authority to execute these certifications on behalf of the Contractor below. I further represent and warrant that the above responses are true and correct and that all attached information is true and correct.

NOTICE: Pursuant to 18 U.S.C. § 1001, whoever knowingly and willingly falsifies a material fact, makes a false statement, or utilizes a false writing in connection with this application is subject to criminal sanctions under Title 18 of the United States Code.

10. Name	11. Title
12. Name of Firm or Sole Practitioner	
13. Signature	14. Date

DEFINITIONS FOR FORM FDIC 5200/01, REPRESENTATIONS AND CERTIFICATIONS FOR LEGAL CONTRACTS

Terms used are defined in 12 C.F.R. § 366.2 as follows:

QUESTION 3. Pattern or practice of defalcation regarding obligations means two or more instances in which: (1) a loan or advance from an insured depository institution is in default for ninety (90) or more days as to payment of principal, interest, or a combination thereof and there remains a legal obligation to pay an amount in excess of \$50,000; or (2) a loan or advance from an insured depository institution where there has been a failure to comply with the terms to such an extent that the collateral securing the loan or advance was foreclosed upon, resulting in a loss in excess of \$50,000 to the insured depository institution.

QUESTION 4. Substantial loss to Federal deposit insurance funds means: (1) a loan or advance from an insured depository institution, which is currently owed to the FDIC, RTC, FSLIC or their successors, or the Bank Insurance Fund (BIF), the Savings Association Insurance Fund (SAIF), the FSLIC Resolution Fund (FRF), or funds maintained by the RTC for the benefit of insured depositors, that is or has ever been delinquent for ninety (90) or more days as to payment of principal, interest, or a combination thereof and on which there remains a legal obligation to pay an amount in excess of \$50,000; (2) an obligation to pay an outstanding, unsatisfied, final judgment in excess of \$50,000 in favor of the FDIC, RTC, FSLIC, or their successors, or the BIF, the SAIF, the FRF, or the funds maintained by the RTC for the benefit of insured depositors; or (3) a loan or advance from an insured depository institution which is currently owed to the FDIC, RTC, FSLIC, or their successors, or the BIF, the SAIF, the FRF, or the funds maintained by the RTC for the benefit of insured depositors, where there has been failure to comply with the terms to such an extent that the collateral securing the loan or advance was foreclosed upon, resulting in a loss in excess of \$50,000.

QUESTIONS 8 & 9. Default on a material obligation means a loan or advance from an insured depository institution which has never been delinquent for 90 or more days as to payment of principal or accrued interest, or a combination thereof, with a remaining balance of principal and accrued interest on the ninetieth day, or any time thereafter, in an amount in excess of \$50,000.

