

TAX EQUITY INVESTMENT SOLUTIONS – SOLAR PPA FUND (“SL3”)
Request for Proposals (“RFP”)

Proposals Due: July 1, 2016 by 5:00pm Eastern Time

I. PURPOSE

The Connecticut Green Bank (“Green Bank”) seeks proposals from investors to provide funding for a distributed solar PV investment fund backed by commercial, municipal, and institutional Power Purchase Agreements (“PPAs”).

Priority will be given to proposals that include, address, or solve for capital placement into the fund that monetizes tax benefits (“Tax Equity”).

II. GREEN BANK BACKGROUND

The Green Bank, formerly known as the Clean Energy Finance and Investment Authority, was established by Connecticut’s General Assembly on July 1, 2011 through Public Act 11-80 as a quasi-public agency that superseded the former Connecticut Clean Energy Fund. The Green Bank’s vision is to lead the green bank movement by accelerating private investment in clean energy deployment for Connecticut in order to achieve economic prosperity, create jobs, promote energy security, and address climate change. The Green Bank’s mission is to support the Governor’s and Legislature’s energy strategy to achieve cleaner, cheaper and more reliable sources of energy while creating jobs and supporting local economic development. As the nation’s first state “green bank”, the Green Bank leverages public and private funds to drive investment and accelerate clean energy deployment in Connecticut.

To achieve its vision and mission, the Green Bank has established the following three goals:

1. Attract and deploy capital to finance the clean energy goals for Connecticut, including:
 - a. Help Connecticut in becoming the most energy efficient state in the nation;
 - b. Scale up the deployment of renewable energy in Connecticut; and
 - c. Provide support for the infrastructure needed to lead the clean energy economy.
2. Develop and implement strategies that bring down the cost of clean energy in order to make it more accessible and affordable to consumers; and
3. Reduce reliance on grants, rebates, and other subsidies and move towards innovative low-cost financing of clean energy deployment.

These goals support the implementation of Connecticut's clean energy policies, as mandated by statute (i.e., Public Act 11-80, Public Act 13-298), planning documents (i.e., Comprehensive Energy Strategy, Integrated Resources Plan), and regulatory decisions.

III. COMMERCIAL SOLAR FINANCING BACKGROUND

Green Bank is active in financing commercial-scale solar projects across both direct-ownership and third-party ownership models.

For the financing of commercial-scale solar installations in Connecticut, Green Bank acts as a) administrator for all transaction secured by the state's Commercial Property Assessed Clean Energy ("C-PACE")¹ financing program, and b) aggregator of, and investor in, commercial-scale installations, whether secured by C-PACE or for rated credits (generally municipalities, school districts, or corporate credits). C-PACE provides owners of commercial, institutional, multifamily, and non-profit properties with the ability to access long-term, low-cost capital to undertake qualifying energy efficiency and clean energy improvements on their buildings via a benefit assessment on their property tax bill. The C-PACE assessment is a senior lien on the property and remains with that property in the event of a transfer of ownership (e.g., by sale of the property or other conveyance of ownership).

In 2015, Green Bank raised a \$100 million C-PACE facility in conjunction with a third-party capital provider² to finance the deployment of energy efficiency and clean energy improvements across commercial properties within Connecticut.

For commercial property owners who either prefer a third-party ownership model or do not have the tax capacity to monetize the federal tax benefits of a solar project directly, Green Bank has significant experience developing, structuring, and participating in lease/PPA funds alongside external lenders, investors, and Tax Equity participants. For example, under Green Bank's current CT Solar Lease 2 ("SL2") program, Green Bank offers leases and PPAs to commercial properties, utilizing C-PACE as a credit enhancement to allow unrated credits, including commercial, industrial and non-profit property owners, to access financing alongside state agencies, housing authorities, municipalities, schools, and rated corporate credits. Utilizing a local contractor base and originating projects directly through Green Bank, SL2 has successfully combined third-party Tax Equity, a syndicate of bank debt, and Green Bank subordinated debt and equity in a \$75 million fund dedicated to both residential and commercial-scale installations, with roughly \$30 million allocated to commercial projects originated via 16 different local and regional development partners.

¹ www.cpace.com

² <http://www.prnewswire.com/news-releases/green-bank-and-hannon-armstrong-partner-for-commercial-clean-energy-financing-300194976.html>

SL2 Commercial Portfolio - Summary Stats				
Commercial Portfolio Projects				
<i>Existing commercial projects in SL2 Portfolio</i>				
Total Number of Commercial Projects:			46	
Total MW of Commercial Projects Deployed:			10.1 MW	
Average Commercial Project Size (kW):			218.9 kW	
Commercial Credits Secured by C-PACE:	5.3 MW		52.6%	
Municipal Housing Authorities:	0.5 MW		5.1%	
Rated Credits (Predominantly Muni):	4.3 MW		42.3%	
Total:	10.1 MW		100.0%	
Total Commercial Portfolio FMV			\$31,661,620	
<i>Commercial Project Breakdown</i>				
	Size Range (DC)	% of Portfolio*	MW	Avg. FMV
	<= 125 kW	43.5%	1.0 MW	\$3.62/W
	125 - 300 kW	34.8%	3.1 MW	\$3.24/W
	300 - 1,200 kW	19.6%	4.7 MW	\$3.15/W
	> 1.2 MW	2.2%	1.3 MW	\$2.51/W
		100.0%	10.1 MW	\$3.14/W
		(Total)	(Total)	(Wt. Avg)
*% of portfolio by # of projects				

(Green Bank has provided documentation, construction management, and asset management for all portfolio projects)

IV. COMMERCIAL SOLAR DEVELOPMENT & EXPANSION

Green Bank continues to develop commercial solar projects in Connecticut. Projecting from the track record of deployment in SL2 and current projects in the pipeline, Green Bank expects to originate 15 – 30 MW of third-party-owned commercial-scale solar projects backed by PPAs between July 1, 2016 and December 31, 2018.

Green Bank intends to either a) create and manage directly (i.e., “a captive fund”) or b) enter into a separately managed arrangement (i.e., “an outsourced fund”) in order to originate projects into a new, commercial-only solar PPA fund (“SL3”³) to support the expansion of third-party-owned solar projects in Connecticut. SL3 will originate, develop through construction, and own the projects, which will be backed by contracted PPAs of up to 25 years in term, 15-year ZREC⁴ contracts with rated state utilities, and federal tax benefits. All SL3 customers will be state agencies, housing authorities, municipalities, schools, rated corporate credits, or projects that are credit-enhanced by a C-PACE assessment tied to the underlying property.

³ For simplicity and without suggesting a preference for one over the other, reference will be made herein to the term “SL3” to reflect the next solar PV fund being created, whether using a captive fund arrangement or through an outsourced fund provided by a third party.

⁴ <https://www.eversource.com/Content/ct-c/residential/save-money-energy/renewable-energy-credits>

Of the 15 – 30 MW of projects that will be supported by SL3, roughly 7 MW of projects are already in the development pipeline and are expected to be placed in service in 2016:

SL2 Expected Commercial 2016 Projects - Summary Stats				
Expected Commercial 2016 Projects				
<i>Commercial projects in documentation and expected to be placed in service in 2016</i>				
Total Number of Expected Commercial Projects:			18	
Total MW of Expected Commercial Projects Deployed:			7.1 MW	
Average Expected Commercial Project Size (kW):			395.1 kW	
Commercial Credits Secured by C-PACE (Expected):	1.9 MW		26.1%	
Total Commercial Portfolio FMV			\$19,668,993	
<i>Expected Commercial Project Breakdown</i>				
	Size Range (DC)	% of Portfolio*	MW	Avg. FMV
	<= 125 kW	33.3%	0.4 MW	\$2.99/W
	125 - 300 kW	33.3%	1.1 MW	\$2.79/W
	300 - 1,200 kW	27.8%	3.2 MW	\$2.55/W
	> 1.2 MW	5.6%	2.4 MW	\$2.33/W
		100.0%	7.1 MW	\$2.77/W
		(Total)	(Total)	(Wt. Avg)
<i>*% of portfolio by # of projects</i>				

V. FINANCING OPPORTUNITY

Given a robust pipeline of commercial-scale solar projects, and the intention to create SL3 to finance such projects, Green Bank is now issuing this RFP to secure funding for the capitalization of SL3 with the goal of fostering partnerships that will help achieve continued growth of the commercial solar market in Connecticut.

In creating SL3 (either through a captive or outsourced fund as envisioned herein), Green Bank is seeking to build upon the success of SL2 with a facility that will originate, develop through construction, and own commercial solar installations with (or without) Green Bank participation as an investor. Green Bank has the capacity (but not necessarily the obligation or preference) to participate in all administrative and financing roles within the SL3 structure, with the sole exception of Tax Equity investor due to Green Bank's inability to directly monetize tax benefits. Therefore, a priority of this RFP will be to secure and place Tax Equity capital into SL3.

Though the emphasis of this RFP is on placing Tax Equity capital into SL3, the successful RFP bid(s) will not be limited to direct Tax Equity placement – Green Bank will also consider

respondents who provide custom financing solutions that demonstrate the ability to monetize tax benefits indirectly (e.g. sponsor equity with a tax appetite via a separate engagement that falls outside of the SL3 structure) or who can provide other sources of funding for the SL3 capital stack.

Green Bank will give strong consideration to responses that (1.) minimize the overall cost of capital of the SL3 fund⁵, (2.) maximize the flexibility of SL3 to support various underlying commercial projects and off-taker credit standing, including the use of C-PACE for credit enhancement, (3.) maximize the amount of private capital leveraged per dollar of Green Bank capital expended, and (4.) recover Green Bank investments, including capital investments as well as programmatic and administrative costs.

Role of the Green Bank

Green Bank's participation in SL2 included origination, construction finance/working capital, sponsor equity, subordinated debt, a loan-loss reserve, asset management, and the overall administration of the fund (servicing, maintenance of financial and tax books and records, renewable energy credits, audit and compliance). While its participation in SL2 highlights the flexibility Green Bank has with respect to its role in future funds, Green Bank's participation in SL3 will be determined by the winning RFP bid(s), which itself will be a function of alignment with Green Bank's goals and objectives, and not necessarily by previous fund structures.

Whether as an originator, fund administrator, direct investor, credit enhancer, or structuring and placement agent, Green Bank's role in SL3 should be viewed as complementary to the winning RFP bid(s), bridging a solution that satisfies Green Bank's goals and objectives.

VI. REQUIREMENTS & SELECTION CRITERIA

The goal of this RFP is to facilitate a competitive selection process that satisfies the following criteria with respect to the SL3 fund, which are in alignment with Green Bank's overall goals and objectives:

- **Flexibility in the type of projects and underlying credits that can be supported as well as the ability to commit tax equity for “placed in service” dates during 2016-Q3 & Q4 [30%]**
 - 2016 capacity vs. projected 2017-2018 capacity (respondents may submit for either or both periods)
 - A variety of off-takers including state agencies, housing authorities, municipalities, schools, non-profits, and commercial/industrial entities
 - Either rated or credit-enhanced (C-PACE) credits
 - Portfolio of projects ranging in size from ~50 kW to up to 2 MW (originated and aggregated by Green Bank if need be)

⁵ Respondents may consider, for example, solutions that allow for either leverage placement directly into the SL3 fund, sponsor equity that is already back-levered, or additional structures that achieve similar results.

- Distributed solar photovoltaic installations including rooftop, ground mounts, and carport canopies
- **Strategy for successful deployment and continuing operation of solar projects [20%]**
 - Appropriate construction financing, O&M, and insurance so as to support:
 - Contractor working capital during installation
 - Asset management throughout PPA term
 - Preventive maintenance and active monitoring / response capabilities
 - Warranty management
 - Industry standard insurance coverage
 - Customer billing, ZREC monetization, etc.
- **Competitive overall cost of capital of the fully-integrated term capital stack [20%]**
 - Based on “all-in” cost requirements and fee structures for each capital provider
 - Resulting in competitive PPA structures for commercial solar projects, based on project variables including origination and installation cost, ZREC contract value, projected energy generation profile, rate escalator, etc., so as to accelerate the adoption of clean energy across Connecticut
- **Maximization of private capital placement [15%]**
 - Utilizing Green Bank support as complementary to achieving the goal of leveraging private capital per limited ratepayer dollar expended (whether through direct investment or administration costs)
- **Ability for the Green Bank to recover program and administrative costs [15%]**

Proposal Guidelines

In order to evaluate proposals composed of various financing structures from different types of capital providers, Green Bank is including a set of three sample projects (see Exhibit A) that respondents are expected to utilize in order to articulate and frame their responses. Information in Exhibit A includes:

- Underlying property (municipal, corporate, etc.)
- Rating/C-PACE Assessment
- Project description
- Nameplate capacity
- Turnkey development cost
- System Fair Market Value (“FMV”)
- Estimated production curve
- ZREC Award

- An indicative PPA price and term⁶
- Estimated percentage of total SL3 portfolio that such a project would comprise

Given the above information, respondents are expected to provide [at least] the following information for each project:

- 1.) **An explanation of any demonstrated experience, expertise, and/or appetite for such a project**
- 2.) **A capital structure and flow diagram, (if flexibility in capital structure exists, multiple options may be presented). The diagram should clearly identify which players (including or excluding Green Bank) are contemplated to play which roles in the structure**
- 3.) **Written description of the role(s) the respondent is interested in providing, along with existing relationship with proposed third-party partners**
- 4.) **Total investment amount**
 - a. *Broken out by type of investment if respondent is providing multiple tranches of capital (Tax Equity, Sponsor equity, Debt, etc.)*
- 5.) **Expected IRR**
 - a. *Broken out by type of investment if respondent is providing multiple tranches of capital (Tax Equity, Sponsor equity, Debt, etc.)*
 - b. *For debt investments, this should be presented as a margin over a market index (LIBOR, swaps, etc.) with specific reference to a Bloomberg screen page or business publication (e.g., Wall Street Journal)*
- 6.) **Any and all fees**
- 7.) **Any underwriting guidelines and restrictions**
- 8.) **Any requirements (or capabilities) associated with project installation, O&M, insurance, or other aspects of asset management**
- 9.) **Any and all threshold covenants that might appear in a standard investment term sheet**
- 10.) **Any additional considerations not listed here, but relevant for the investment process, such as:**
 - a. *Restrictions on EPC partners*
 - b. *Pricing advantages due to competitive vendor relationships and/or economies of scale*

Furthermore, while the above information is required at the project level, in the event that any portfolio-level thresholds trigger additional considerations or restrictions, respondents should clearly articulate what those additional considerations are and provide clarifying details as to how the answers provided above may change. These could include, but are not limited to:

- 11.) **A portfolio-level capital structure and flow diagram**

⁶ Respondents can either take the indicative PPA as a given input if, for example, they intend to provide a single tranche of the capital stack, or respondents can suggest higher/lower pricing if, for example, they intend to fully capitalize the fund

- 12.) **Timing/capacity constraints related to projects placed in service in 2016 vs. 2017-2018**
- 13.) **Changes to investment amounts, returns, and fees**
- 14.) **Restrictions on investments/criteria at given portfolio saturations of specific project types**

Additional Considerations

Whereas SL3 will primarily consist of commercial-scale solar projects, additional consideration will be given to respondents who address energy storage, and allow for the potential financing of solar PV projects together with energy storage projects as part of the overall SL3 investment fund.

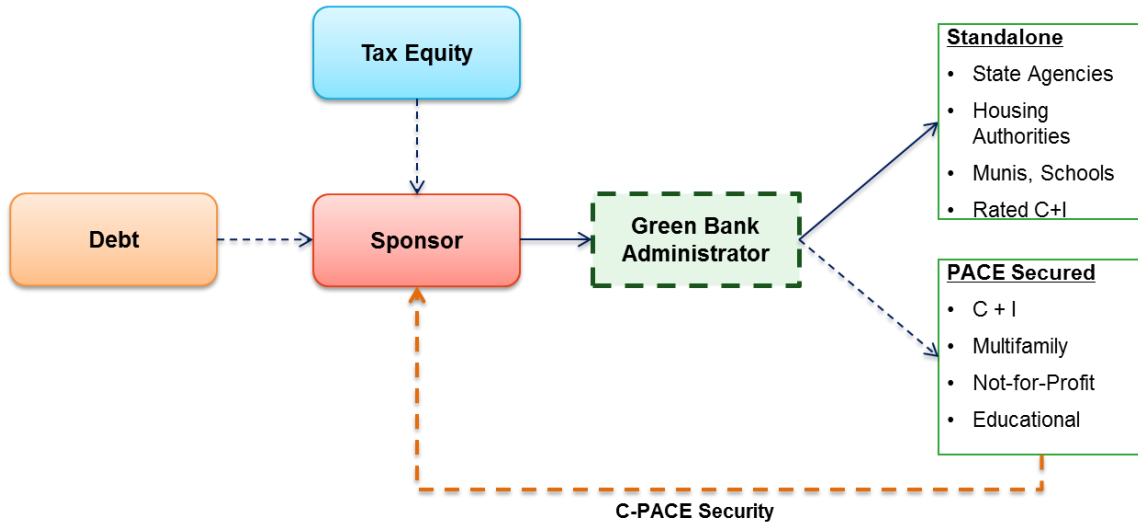
Additionally, whereas the majority of tax benefits generated by SL3 will consist of the federal Business Energy Investment Tax Credit (“ITC”) and federal Modified Accelerated Cost-Recovery System (“MACRS”) depreciation, some projects may generate other types of tax benefits, including, but not limited to, New Markets Tax Credits (“NMTC”) and Low-Income Housing Tax Credits (“LIHTC”). Additional consideration will be given to respondents who demonstrate an ability to monetize a variety of tax benefits.

Selection

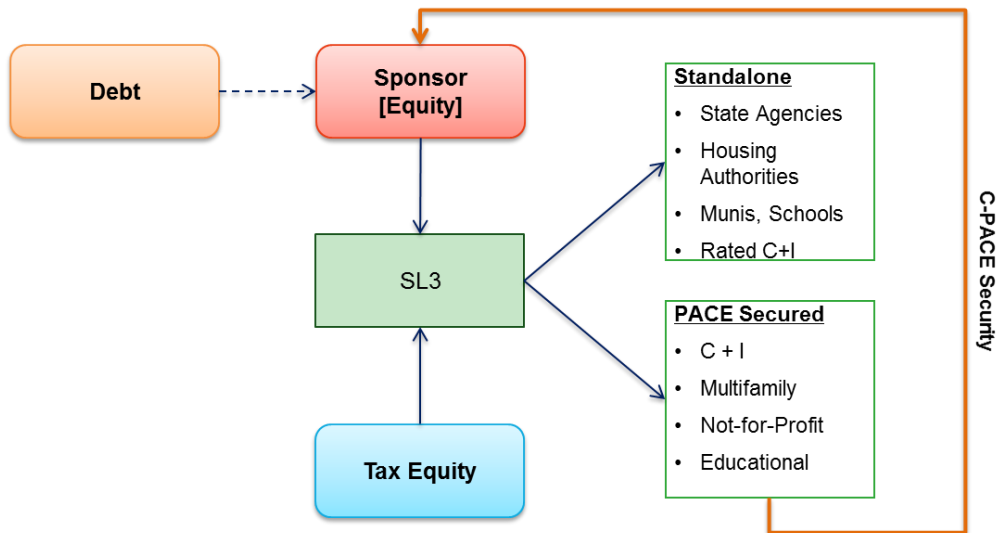
The winning RFP proposal(s) will be selected via a quantitative and qualitative process that will score each respondent on an individual basis, and will also assign aggregated scores to fully capitalized SL3 structures that may be the result of combining two separate responses.

Because the RFP is designed to allow respondents who place capital in different slots across the capital stack (Tax Equity, debt, sponsor equity, etc.) to bid into the same fund, Green Bank reserves the right to evaluate each response as both standalone and in relation to compatibility with other responses. Such a scoring structure allows, for example, respondent [A], proposing Tax Equity, debt, and equity placements (scenario A below), to be evaluated against the combination of respondent [B], proposing Tax Equity, and respondent [C], proposing back-levered sponsor equity (scenario B below):

Scenario A



Scenario B



As noted above, scores, which are at the sole discretion of Green Bank staff, will be weighted across the following criteria:

- **Flexibility in the type of projects and underlying credits supported [30%]**
- **Successful deployment and continuing asset management of solar PV portfolio [20%]**
- **Low overall cost of capital of the fully-integrated capital stack [20%]**
- **Maximization of private capital placement [15%]**

- **Ability for the Green Bank to recapture program and administrative costs [15%]**

Submission Process

Each respondent shall carefully examine this RFP and any and all amendments, exhibits, revisions, and other data and materials provided with respect to this RFP process. Respondents should familiarize themselves with all proposal requirements prior to submitting their proposal. Should the respondent note any discrepancies, require clarifications or wish to request interpretations of any kind, the respondent shall submit a written request electronically to RFP@ctgreenbank.com. The Green Bank shall respond to such written requests in kind and may, if it so determines, disseminate such written responses to other prospective respondents.

The following requirements must be observed for all proposals:

- a. Proposals must be received no later than 5:00pm Eastern Time on July 1, 2016. Proposals received after the aforementioned date and time will not be considered.
- b. Proposals must be submitted electronically at the following email address: RFP@ctgreenbank.com. The subject line should be identified as: "Proposal for SL3 Capitalization".
- c. Green Bank reserves the right to request an interview, supplemental information, and/or clarification from respondents as deemed necessary.
- d. Key Dates
 - i. RFP Release: June 3, 2016
 - ii. Respondent Q&A Session *: 11am Eastern Time on June 15, 2016
*Register here: [Q&A Registration Link](#)
 - iii. Q&A Summary Published: 5:00pm Eastern Time on June 20, 2016
 - iv. RFP Submission Deadline: 5:00pm Eastern Time on July 1, 2016

Submission Format

All proposals should use the following format. Each of the elements within this outline is expected to be addressed in any submitted proposal. However, additions may be made where necessary for purposes of clarification or amplification.

1. Executive summary of proposal highlighting key points
2. Organizational background and summary
3. Requested information in relation to Exhibit A, as outlined in the "Proposal Guidelines" section above

4. Description of any litigation, pending judgments, etc., which could affect the proposer's ability to enter into an agreement with Green Bank. If you have been subjected to any outside audits in the past three years that resulted in a sanction or fine for non-compliance, state by whom the audit was performed, for whom, the facility involved, and the results of the audit
5. Any and all additional information deemed relevant or helpful, by the respondent, with respect to Green Bank's evaluation of proposal

VII. GENERAL TERMS AND CONDITIONS

Submission of any proposal assumes the acceptance of the following understandings:

1. Green Bank reserves the unconditional right to (i.) reject any or all of the proposals received in response to the RFP, and/or (ii.) waive any irregularities, cancel, or modify the RFP in any way, and at any time Green Bank chooses, in its sole discretion, if Green Bank determines that it is in the interest of Green Bank.
2. Green Bank further reserves the right to make awards under this RFP without discussion with the respondents of the proposals received. Proposals should be submitted on the most favorable terms with respect to the criteria stated in this RFP. Green Bank reserves the right not to accept the lowest priced proposal.
3. Proposals must be signed by an authorized officer of the respondent. Proposals must also provide name, title, address and telephone number for individuals with authority to negotiate and contractually bind respondent, and for those who may be contacted for the purpose of clarifying or supporting the information provided in the proposal.
4. Green Bank will not be responsible for any expenses incurred by any respondent in conjunction with the preparation, submission or presentation of any proposal with respect to this RFP.
5. Green Bank's selection of a proposal through this RFP is not a contractually binding offer to the selected respondent, and Green Bank reserves the right to continue negotiations with the selected respondent(s) until the parties reach a mutual agreement.
6. Respondent(s) will execute all required state contracting forms as set forth in the attached Exhibit B.

GREEN BANK IS SUBJECT TO THE REQUIREMENTS OUTLINED IN SECTIONS 16-245N OF THE CONNECTICUT GENERAL STATUTES. GREEN BANK SHALL HAVE NO LIABILITY OR OBLIGATION OF ANY SORT HEREUNDER, INCLUDING, WITHOUT LIMITATION, IF FOR ANY REASON OR NO REASON A BINDING AGREEMENT IS NOT ENTERED INTO WITH ANY PROPOSER. IN MAKING ITS SELECTION OF A SUCCESSFUL PROPOSAL, GREEN BANK MAY CONSIDER ANY AND ALL FACTORS AND CONSIDERATIONS WHICH GREEN BANK, IN ITS SOLE

DISCRETION, DEEMS RELEVANT, THE RELATIVE IMPORTANCE OF WHICH SHALL BE IN THE SOLE DISCRETION OF GREEN BANK.

EXHIBIT A

Sample Project Breakdown			
Project Name	Project A	Project B	Project C
Underlying Property Type	School	Housing Auth.	C&I
Rating	AZ	None**	C-PACE
Project Description	Rooftop	Ground Mount	Rooftop
Nameplate Capacity	100 kW-DC	500 kW-DC	1,200 kW-DC
Turnkey Development Cost	\$300,000	\$1,300,000	\$2,700,000
System Fair Market Value ("FMV")	\$342,857	\$1,485,714	\$3,085,714
Capacity Factor	13.70%	13.70%	13.70%
Annual Degredation	0.50%	0.50%	0.50%
ZREC Award	\$85 / MWh	\$70 / MWh	\$55 / MWh
ZREC Term	15 Yrs	15 Yrs	15 Yrs
Indicative PPA Price * , †	\$0.087 / kWh	\$0.070 / kWh	\$0.057 / kWh

* Respondents can either take the indicative PPA as a given input if, for example, they intend to provide a single tranche of the capital stack, or respondents can suggest higher/lower pricing if, for example, they intend to fully capitalize the fund

† Indicative PPA assumed over a 20 year term, with a 2.99% escalator (P.A.)

** Credit enhancement potentially available for affordable multifamily housing projects

Portfolio Assumptions (15.0 - 30.0 MW)	
Underlying Property Types	% of Portfolio
Munis / School Districts	50%
Public Housing Authorities	5%
C&I	40%
Other Rated Credit	5%
Total:	100%
Rating	% of Portfolio
C-PACE	40%
Muni A2 or Better	50%
Other	10%
Total:	100%
Project Description	% of Portfolio
Rooftop	80%
Ground Mount	15%
Other	5%
Total:	100%
Nameplate Capacity	% of Portfolio
<=125 kW	30%
125 - 300 kW	25%
300 - 1,200 kW	35%
> 1.2 MW	10%
Total:	100%

Exhibit B

As of 1/1/14

**STATE CONTRACTING CERTIFICATIONS,
AFFIDAVITS AND AFFIRMATIONS
FOR THE CONNECTICUT GREEN BANK
CONTRACTS VALUED AT \$5,000,000 OR MORE IN ANY CALENDAR OR FISCAL YEAR**

COVER SHEET

The following certifications, affidavits and affirmations are provided in connection with an agreement or contract (the "Contract") by and between _____ (the "Contractor") and the Connecticut Green Bank ("Green Bank") dated as of _____, 20___. The duly authorized and acting officer of Contractor signing the attached documents is _____, the _____ [insert title] of Contractor.

The Contract Execution Date is _____, 20__.

The certifications, affidavits and affirmations are applicable as follows:

- I. CERTIFICATION OR AFFIDAVIT REGARDING NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS - Applicable to all contracts. (Conn Gen. Stat. §§ 4a-60 and 4a-60a)**
- II. CERTIFICATION REGARDING OCCUPATIONAL SAFETY AND HEALTH ACT COMPLIANCE - Applicable to all contracts. (Conn. Gen. Stat. § 31-57b)**
- III. GIFT AFFIDAVIT AND CERTIFICATION - Applicable to certain contracts or series or combination of contracts with a total value of more than \$500,000 in a calendar or fiscal year. (Conn. Gen. Stat. §§ 4-250 and 4-252)**
- IV. CERTIFICATION REGARDING CAMPAIGN CONTRIBUTIONS - Applicable to certain contracts valued at \$50,000 or more, or a combination or series of such contracts valued at \$100,000 or more in a calendar year. (Conn. Gen. Stat. § 9-612)**
- V. AFFIDAVIT REGARDING CONSULTING AGREEMENTS - Applicable to certain contracts valued at \$50,000 or more in any calendar or fiscal year. (Conn. Gen. Stat. § 4a-81)**
- VI. AFFIRMATION OF RECEIPT OF STATE ETHICS LAW SUMMARY - Applicable to certain contracts valued at more than \$500,000. (Conn. Gen. Stat. §§ 1-101mm and 1-101qq)**
- VII. AFFIRMATION OF WHISTLEBLOWING STATUTE - Applicable to contracts valued at \$5,000,000 or more. (Conn. Gen. Stat. § 4-61dd)**
- VIII. AFFIRMATION OF APPLICABLE EXECUTIVE ORDERS - Applicable to all contracts.**
- IX. CERTIFICATION REGARDING INVESTMENTS IN IRAN - Applicable to certain contracts or series or combination of contracts with a total value of more than \$500,000 in a calendar or fiscal year. (Public Act No. 13-162)**

These materials are provided solely as a convenience. It is the obligation of the Contractor to review the statutes and executive orders and determine the applicability of the same to the Contract, as well as to determine whether statutes not cited above may be applicable to a particular Contract.

I. CERTIFICATION OR AFFIDAVIT REGARDING NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS (Conn Gen. Stat. §§ 4a-60 and 4a-60a)

CHECK ONE: Initial Certification Change of Certification 12-Month Anniversary Update
(Multi-year contracts only)

For contracts valued at \$50,000 or more for any year of the contract:

CHECK ONE

I hereby certify the following is a true and correct copy of the resolution adopted on _____, 20__ by Contractor's governing body in accordance with all of its documents of governance and management and the laws of the _____, and further certify that such resolution has not been modified, rescinded or revoked, and is, at present, in full force and effect:

RESOLVED: That _____, hereby adopts as its policy the nondiscrimination agreements and warranties required under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

In witness whereof, the undersigned has executed this certificate the day and date indicated below.

Signed: _____ Date: _____

OR

I hereby certify that a prior resolution adopted by Contractor's governing body and provided to CI, and that complies with the nondiscrimination agreements and warranties of Conn. Gen. Stat. §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, remains in full force and effect on the date this documentation is submitted to CI.

Signed: _____ Date: _____

(This next section is for execution by Green Bank where Contractor supplies a prior resolution regarding nondiscrimination)

I, the undersigned head of Green Bank, or designee, certify that the attached prior resolution of Contractor complies with the nondiscrimination agreements and warranties of Conn. Gen. Stat. §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Signed: _____ Date: _____

OR

I am over the age of eighteen (18) and understand and appreciate the meaning of an oath. I hereby certify under penalty of false statement that I am duly authorized to adopt company or corporate policy for Contractor and that Contractor has a policy in effect that complies with the nondiscrimination agreements and warranties of Conn. Gen. Stat. §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Signed: _____ Date: _____

Subscribed and sworn to before me, this __ day of _____, 20__.

Commissioner of the Superior Court
(or Notary Public)

II. CERTIFICATION REGARDING OCCUPATIONAL SAFETY AND HEALTH ACT COMPLIANCE (Conn. Gen. Stat. § 31-57b)

I hereby certify that Contractor (1) has not been cited for three or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the date of the bid/RFP/solicitation, provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction or (2) has not received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the date of the bid/RFP/solicitation.

Signed: _____

Date: _____

III. GIFT AFFIDAVIT AND CERTIFICATION (Conn. Gen. Stat. §§ 4-250 and 4-252)

For certain contracts or series or combination of contracts with a total value of more than \$500,000 in a calendar or fiscal year

CHECK ONE: Initial Certification Change of Certification 12-Month Anniversary Update
(Multi-year contracts only)

As used in this affidavit and certification, the following terms have the meaning set forth below:

1. "Contract" means that contract between Green Bank and Contractor described in the Cover Sheet.
2. If this is an Initial Certification, "Execution Date" means the date described in the Cover Sheet. If this is an Annual Update, "Execution Date" means the date this certification is signed by Contractor.
3. "Contractor" means the entity named as Contractor below.
4. "Applicable Public Official or State Employee" means any public official or state employee described in Conn. Gen. Stat. § 4-252(c)(1)(i) or (ii).
5. "Gift" has the same meaning given that term in Conn. Gen. Stat. § 4-250(1).
6. "Principals or Key Personnel" means and refers to those principals and key personnel of Contractor, and its or their agents, as described in Conn. Gen. Stat. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am the official authorized to execute the Contract on behalf of Contractor. I hereby certify:

(1) That no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participate substantially in preparing bids, proposals or negotiating state contracts, or (C) any agent of such person, firm, corporation or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for state contracts or the negotiation or award of state contracts, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;

(2) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and

(3) That the person, firm or corporation is submitting bids or proposals without fraud or collusion with any person.

Sworn as true and to the best of my knowledge and belief, subject to the penalties of false statement.

Name of Contractor: _____

Signed: _____ Date: _____

Subscribed and sworn to before me, this ____ day of _____, 20__.

Commissioner of the Superior Court
(or Notary Public)

(This next section is for execution by Green Bank for all contracts having a value of \$500,000 or more in a calendar or fiscal year)

CERTIFICATION:

I, the undersigned head of Green Bank, or designee, certify that (1) I am authorized to execute the attached contract on behalf of Connecticut Green Bank; and (2) the selection of the Contractor named below was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

Name of Contractor: _____

Signed: _____ Date: _____

IV. CERTIFICATION REGARDING CAMPAIGN CONTRIBUTIONS (Conn. Gen. Stat. § 9-612)

For certain contracts valued at \$50,000 or more, or a combination or series of contracts valued at \$100,000 or more in a calendar year

I certify that neither Contractor nor any of its principals, as defined in Conn. Gen. Stat. § 9-612(f)(1), with regard to the Contract or the Contract solicitation, has made any campaign contributions to, or, on or after January 1, 2011, knowingly solicited any contributions on behalf of, (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee, in violation of Conn. Gen. Stat. § 9-612(f)(2)(A).

I further certify that neither Contractor nor any of its principals, as defined in Conn. Gen. Stat. § 9-612(f)(1), with regard to a state contract or a state contract solicitation with or from the General Assembly, has made any campaign contributions to, or, on or after January 1, 2011, knowingly solicited any contributions on behalf of, (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of state senator or state representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee, in violation of Conn. Gen. Stat. § 9-612(f)(2)(B).

I further certify that all lawful campaign contributions that have been made on or after December 31, 2006 by Contractor or any of its principals, as defined in Conn. Gen. Stat. § 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

I further acknowledge receipt of SEEC Form 11, Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contributions and Solicitation Limitations attached as Exhibit 1 hereto.

Signed: _____

Date: _____

EXHIBIT 1
(to Certification regarding campaign contributions)

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(f)(2) and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined below*):

Campaign Contribution and Solicitation Ban

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly solicit contributions from the state contractor's or prospective state contractor's employees or from a subcontractor or principals of the subcontractor on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to “Lobbyist/Contractor Limitations.”

Definitions:

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax return of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. “Solicit” does not include (i) making a contribution that is otherwise permitted under this chapter, (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office, (iv) serving as a member in any party

committee or as an officer of such committee that is not otherwise prohibited in this subdivision, or (v) mere attendance at a fundraiser.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor’s state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty-first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

**V. AFFIDAVIT REGARDING CONSULTING AGREEMENTS (Conn. Gen. Stat. § 4a-81)
For contracts valued at \$50,000 or more in any calendar or fiscal year**

Contractor hereby swears and attests as true to the best knowledge and belief of the person signing below that no consulting agreement, as defined in Conn. Gen. Stat. § 4a-81, has been entered into in connection with the Contract.

Contractor agrees to amend this affidavit if and when any consulting agreement is entered into during the term of the Contract, as set forth in Conn. Gen. Stat. § 4a-81(b)(4).

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Signed: _____ Date: _____

Subscribed and sworn to before me, this ____ day of _____, 20__.

Commissioner of the Superior Court
(or Notary Public)

OR

I. Contractor hereby swears and attests as true to the best knowledge and belief of the person signing below that it has entered into the following consulting agreement(s), as defined in Conn. Gen. Stat. § 4a-81:

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost of Consulting Agreement

Description of Services Provided: _____

Is the Consultant a former State employee or former public official? YES NO

If Yes: _____
Name of Former State Agency

Termination Date of Employment

II. Contractor agrees to amend this affidavit if and when any other consulting agreement is entered into during the term of the Contract, as set forth in Conn. Gen. Stat. § 4a-81(b)(4).

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Signed: _____ Date: _____

Subscribed and sworn to before me, this ____ day of _____, 20__.

Commissioner of the Superior Court
(or Notary Public)

VI. AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY (Conn. Gen. Stat. §§ 1-101mm and 1-101qq)

For certain contracts valued at more than \$500,000

CHECK ONE

I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process].

I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award].

I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

I am a contractor who has already filed an affirmation but I am updating such affirmation either (i) no later than thirty days after the effective date of any such change, or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

I, the undersigned, person, contractor, subcontractor, consultant, or the duly authorized representative thereof, shall submit an updated affirmation if there is any change in the information contained herein, (A) not later than thirty days after the effective date of any such change, or (B) upon the submittal of any new bid or proposal, whichever is earlier.

*The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at http://www.ct.gov/ethics/lib/ethics/guides/contractors_guide_10.pdf.

Signed: _____

Date: _____

VII. AFFIRMATION OF WHISTLEBLOWING STATUTE (Conn. Gen. Stat. § 4-61dd)

For contracts valued at \$5,000,000 or more

Contractor acknowledges that if one of its officers, employees or appointing authorities takes or threatens to take any personnel action against any employee of Contractor in retaliation for such employee's disclosure of information to any employee of Connecticut Green Bank or the Auditors of Public Accounts or the Attorney General under the provisions of Conn. Gen. Stat. § 4-61dd(a), Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense.

Signed: _____

Date: _____

IX. CERTIFICATION REGARDING INVESTMENTS IN IRAN (Public Act No. 13-162)

For certain contracts or series or combination of contracts with a total value of more than \$500,000 in a calendar or fiscal year

CHECK ONE: Initial Certification Amendment or Renewal

As used in this affidavit and certification, the following terms have the meaning set forth below:

1. "Entity" means any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States, but excludes any United States subsidiary of a foreign corporation.
2. "Large State Contract" means an agreement or a combination or series of agreements between a state agency or a quasi-public agency and a person, firm or corporation, having a total value of more than five hundred thousand dollars in a calendar or fiscal year, for (A) a project for the construction, alteration or repair of any public building or public work, (B) services, including, but not limited to, consulting and professional services, (C) the procurement of supplies, materials or equipment, (D) a lease, or (E) a licensing arrangement. The term "large state contract" does not include a contract between a state agency or a quasi-public agency and a political subdivision of the state.
3. "Quasi-public agency" has the same meanings as provided in Section 1-79 of the Connecticut General Statutes.
4. "Respondent" means the name of the entity which is entering into a large state contract with the Quasi-public agency.

CHECK APPLICABLE BOX:

Respondent's principal place of business is located within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box are **not** required to complete the certification portion of this form below but must still submit this form prior to submitting a bid or proposal for a large state contract.

Signed: _____ Date: _____

Respondent's principal place of business is located outside of the United States and it is not a United States subsidiary of a foreign corporation. Respondents who check this box are required to complete the certification portion of this form below and must submit the form prior to submitting a bid or proposal for a large state contract.

CERTIFICATION:

Respondent has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.

Respondent has either made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent has made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after October 1, 2013, or both.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Signed: _____ Date: _____

Subscribed and sworn to before me, this ____ day of _____, 20__.

Commissioner of the Superior Court
(or Notary Public)