

REQUEST FOR QUALIFICATIONS FROM INTERESTED CAPITAL PROVIDERS

CONNECTICUT MICROGRID PROGRAM

Request for Qualifications

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I. PURPOSE

The Clean Energy Finance and Investment Authority (“CEFIA”) is seeking qualified Capital Providers (“CPs”). The Connecticut Microgrid Program is a \$45M program administered by the Department of Energy and Environmental Protection (“DEEP”) that provides grants for the interconnection of microgrid projects across the state. CEFIA will assist projects that have obtained DEEP grants in arranging public / private financing for the balance of the project cost. This RFQ will identify CPs interested in working with CEFIA and microgrid project stakeholders to structure and finance these projects

II. CEFIA BACKGROUND

The nation’s first “Green Bank”, CEFIA was established by Connecticut’s General Assembly on July 1, 2011 as part of Public Act 11-80. This new quasi-public agency supersedes the former Connecticut Clean Energy Fund (CCEF). CEFIA’s mission is to help ensure Connecticut’s energy security and community prosperity by realizing its environmental and economic opportunities through clean energy finance and investments. CEFIA leverages public and private capital funds to drive investment and scale-up clean energy deployment in Connecticut. For more information about CEFIA, please visit www.ctcleanenergy.com.

III. DEEP BACKGROUND

The Connecticut Department of Energy and Environmental Protection (DEEP) is charged with conserving, improving and protecting the natural resources and the environment of the state of Connecticut as well as making cheaper, cleaner and more reliable energy available for the people and businesses of the state. The agency is also committed to playing a positive role in rebuilding Connecticut's economy and creating jobs – and to fostering a sustainable and prosperous economic future for the state. DEEP was established on July 1, 2011 with the consolidation of the Department of Environmental Protection, the Department of Public Utility Control, and energy policy staff from other areas of state government. For more information on DEEP, please visit <http://www.ct.gov/deep>.

IV. CONNECTICUT MICROGRID PROGRAM OVERVIEW

CEFIA seeks to identify capital providers interested in supporting generating assets and “balance of system” costs for microgrid projects that have obtained grants through DEEP's Connecticut Microgrid Program. Information on DEEP's program is below:

The purpose of the Connecticut Microgrid Program (“Program”) is to solicit proposals from municipalities and developers to build microgrids in order to support critical facilities (as defined by Connecticut General Statutes, Section 16-243y, as modified by Public Act 13-298, Section 34) during times of electricity grid outages.

Critical facilities are defined by the aforementioned Statute as “any hospital, police station, fire station, water treatment plant, sewage treatment plant, public shelter, [or] correctional facility or production and transmission facility of a television or radio station, whether broadcast, cable or satellite, licensed by the Federal Communications Commission, any commercial area of a municipality, a municipal center, as identified by the chief elected official of any municipality, or any other facility or area identified by the Department of Energy and Environmental Protection as critical.

The Program was developed in response to the recommendation of the Governor's Two Storm Panel regarding the use of microgrids as a method for minimizing the impacts to critical infrastructure associated with emergencies, natural disasters, and other events when these cause the larger electricity grid to lose power.

DEEP is offering \$45 million over three rounds (\$15 million per round) to fund the design, engineering, wiring and interconnection costs for technically feasible

microgrids. The upper limit of funding to be awarded to an individual project is \$3,000,000. Grants from DEEP cannot be used to cover projects' generating assets.

During the first round of the Program, the nine chosen projects received grants ranging from \$694,000 to \$3,000,000, with approximately \$20million awarded in total.

For additional information on the Program, please visit <http://www.ct.gov/deep/cwp/view.asp?a=4120&Q=508780>

V. CEFIA ROLE IN MICROGRID FINANCING

CEFIA has already developed several financial programs that utilize private capital which microgrid applicants may leverage to finance the generation assets in their microgrid:

- **Commercial Property-Assessed Clean Energy (C-PACE):** C-PACE uses a benefit assessment on the generator host property (and beneficiary facilities of thermal energy in a thermal network) to secure 100% low-cost, long-term (up to 20 years) financing for clean energy upgrades. Project developers and CPs may learn more and submit an application at www.c-pace.com
 - o **Eligibility:** Commercial, Industrial, Not-for-Profit, and Multifamily (>4units)
Any clean energy measure
- **Lead By Example:** State agencies and municipalities can take advantage of DEEP-provided technical assistance and utilize pre-qualified Energy Service Performance Contracting (ESPC) contractors and a standard ESPC process to install clean energy improvements at state and municipal government buildings at no upfront cost. The cost of the upgrades is repaid over time through energy savings, which are guaranteed by the ESPC contractor. CEFIA is actively assisting program participants with financing, which can include bonding, tax-exempt leasing, and other financing structures; it may also include participation by CEFIA.
 - o **Eligibility:** State or Municipal Entities
Any clean energy measure
- **Anaerobic Digestion:** CEFIA has an ongoing Anaerobic Digestion Pilot (AD) Program, a \$5M fund with a rolling application process for loans or credit to support the financing of AD projects. Preference will be given to AD projects that process food waste. This program is applicable only to projects that are in the development phase, not those already under construction.

Individual awards are not a fixed amount based on size or cost and will vary based on the specific technology, efficiency and economics of the installation. However, the cost of such financial support will not exceed the equivalent of \$450 per kilowatt generated up to 3MW. Financial support is intended to help the recipient achieve a fair and reasonable payback and return on investment, compared with purchasing the equivalent amount of power from the utility. Details and the application can be found at <http://www.energizect.com/ad>

- **Eligibility:** All types of properties considered
AD only
- **Combined Heat and Power:** CEFIA has an ongoing Combined Heat and Power (CHP) program (approximately \$5M in funds remaining) designed to provide grants, loans, loan enhancements or power purchase incentives to offset the costs of commercial, industrial and institutional facilities interested in financing for their investments in CHP technologies.

The program covers many CHP technologies, including commercially available fuel cells, reciprocating engines, and gas and steam turbines. Only projects that are in the development phase may apply. CEFIA places a strong emphasis on evaluating the financing feasibility of each proposed installation, as well as the applicant's ability to complete construction in a timely manner. Preference will be given to CHP projects that request either the loan/loan enhancement or power purchase incentive options.

Individual awards are not a fixed amount based on size or cost and will vary based on the specific technology, efficiency and economics of the installation. However, the cost of such financial support will not exceed the equivalent of \$450 per kilowatt of nameplate rated capacity up to 5MW. Financial support is intended to help the recipient achieve a fair and reasonable payback and return on investment during the life of the project compared to purchasing the equivalent amount of power, fuel oil and/or gas from your utility. Details and the application can be found at <http://www.energizect.com/chp>

- **Eligibility:** All types of properties considered
CHP only

Non-CEFIA programs that can support the financing / business model of microgrid projects:

- Power Purchase Agreement or Energy Services Agreement
- Net Metering
- Virtual Net Metering
- Renewable Energy Credits (LREC/ZREC, NEPOOL)
- Tax Incentives (ITC & MACRS)

For full program descriptions and more information on CEFIA's partnership with DEEP, including a list of Frequently Asked Questions regarding microgrid project financing, visit www.energizect.com/microgrids.

Additionally, CEFIA may provide a small amount of direct financing to leverage additional third party financing for microgrid projects, via a \$5M set-aside, particularly for the following technologies:

- Anaerobic Digestion
- Combined Heat and Power
- Solar Photovoltaic Systems
- Fuel Cells
- Storage and microgrid controls
- Energy Efficiency Improvements

These dedicated funds are intended for distribution amongst microgrid projects for credit enhancement in addition to CEFIA's current financing products. CEFIA will develop participation jointly on a per-project basis and in consultation with participating capital providers, but may include subordinated or mezzanine debt or loan loss or other reserve.

CEFIA will work with CPs identified through this RFQ support the financing of generating assets and balance of system costs (those not covered by the DEEP grant) for:

- **The nine (9) projects that obtained a Round 1 Grant.** Of the \$55.5 Million estimated total project cost for the nine (9) selected projects, DEEP issued \$17.9 Million in grants.
- **Projects that will obtain Round 2 and 3 Grants.**

VI. SUBMISSION PROCESS

Applications are accepted on a rolling basis. CPs must submit their information by email only. We will inform respondents of their status **within two weeks** of receipt of CP response.

Please submit responses and/or questions to:

Joe Buonannata
Associate, Clean Energy Finance
Clean Energy Finance and Investment Authority
Direct: (860) 257-2172
joe.buonannata@ctcleanenergy.com

Key Dates:

- August 6, 2014 at 4:00 P.M.: Microgrid applicant responses due to DEEP
- October 1, 2014: Microgrid Project Notification by DEEP

Content of Information Responses: The following prescribes the content for requested information responses.

The response should have a transmittal letter from appropriate officer of your institution which (i) confirms interest to develop and provide financing for grant winners of the Connecticut Microgrid Program, and (ii) indicates the key point of contact for your institution for follow-up discussions. Please note that responding to this RFQ or being accepted as a “qualified” capital provider neither obligates nor guarantees participation in the funding of any microgrid project.

Additionally, all responses must include:

1. Cite the principal regulator(s) of your institution (such as, FDIC, Federal Reserve Board, the OCC, etc.). If not FDIC regulated, provide the names, titles, emails, and direct telephone numbers of three professional references for the firm or, if recently formed, for the firm’s principal partners.
2. Describe any experience your institution has with financing large-scale and/or grid tied projects.
3. Evidence of compliance with applicable regulations, licensing, and other requirements. CPs should provide a recent certificate of good standing or comparable evidence from your primary regulator.
4. If not FDIC regulated, CP must complete, sign and submit the Qualified Investor Questionnaire attached as **Attachment C**.

Required information used to identify projects of interest, but not used in evaluation of this RFQ:

1. Comment specifically on desired use and structure of credit enhancement mechanism(s) and/or subordinated debt provided by CEFIA for financing generation assets.
2. Describe what types of projects and/or types of technologies that your institution would like to work with.
 - a. Are there any restrictions to types of projects and/or types of technologies?
3. Typical facilities/terms your institution offers for financing for generating assets:
 - a. Basic structure, tenors (range), min/max sizes, prepayment options, preferred participation: sponsor equity, tax equity, project finance (senior/mezzanine), construction loans, etc.
 - b. Typical required returns (range) and fee pricing

- c. General underwriting guidelines, credit standards and security requirements

Following review of the final response submissions and approval of qualifications, CEFIA will contact respondents to schedule and undertake discussions on (i) development and clearance with the CP on marketing support, which may include posting information on CEFIA's microgrid financing website and (ii) structuring of initial transactions.

ATTACHMENT A
TERMS AND CONDITIONS OF RFQ PARTICIPATION

Terms and Conditions of RFQ Participation

State Contracting Obligations. CP understands and agrees that CEFIA will comply with Conn. Gen. Stat. Sections 4a-60 and 4a-60a.

CP agrees to comply with these state contracting obligations if CEFIA enters into a finance arrangement with the CP. The term CP and contractor may be used interchangeably in this Attachment.

Conn. Gen. Stat. § 4a-60(a):

“Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.”

Conn. Gen. Stat. § 4a-60a(a):

“Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and

(4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.”

CP represents and warrants that, before becoming a qualified CP, CP has provided CEFIA with documentation evidencing CP's support of the nondiscrimination agreements and warranties of the statutory nondiscrimination sections, above.

Choice of Law/Jurisdiction. This RFQ shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut, without regard to its principles relating to conflicts of law. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF CONNECTICUT FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS RFQ AND THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY

APPLICABLE LAW, (a) ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT; AND (b) ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

Limitation of Liability. Each Party shall not be liable to the other Party for any special, indirect, incidental, consequential, punitive, or exemplary damages of any kind whatsoever, whether based on contract, warranty, tort (including negligence or statutory liability), or otherwise, in connection with this RFQ.

FREEDOM OF INFORMATION ACT AND CONFIDENTIAL MATERIAL. CEFIA is a public agency for purposes of the Connecticut Freedom of Information Act. This RFQ and any files or documents associated with the RFQ, including e-mails or other electronic files, will be considered a public record and will be subject to disclosure under FOIA. Under C.G.S. §1-210(b) and §16-245n(D), FOIA includes exemptions for, among other things, trade secrets and commercial or financial information given in confidence. Only the particular information falling within a statutory exemption can be withheld by CEFIA.

Further, CP should be aware:

- (i) CEFIA has no obligation to notify any CP of any FOIA request received by CEFIA, although it may make an effort to do so;
- (ii) CEFIA may disclose materials claimed to be exempt if in its judgment such materials do not appear to fall within a statutory exemption;
- (iii) CEFIA may in its discretion notify CP of FOIA requests and/or of complaints made to the Freedom of Information Commission concerning items for which an exemption has been claimed, but CEFIA has no obligation to initiate, prosecute or defend any legal proceeding or to seek to secure any protective order or other relief to prevent disclosure of any information pursuant to an FOIA request;
- (iv) CP will have the burden of establishing the availability of any FOIA exemption in any such legal proceeding; and
- (v) in no event shall CEFIA or any of its officers, directors or employees have any liability for the disclosure of documents or information in CEFIA's possession where CEFIA, or such officer, director or employee in good faith believes the disclosure to be required under FOIA or other law.

CEFIA IS SUBJECT TO THE REQUIREMENTS OUTLINED IN SECTIONS 16-245N OF THE CONNECTICUT GENERAL STATUTES.

**ATTACHMENT B
GENERAL TERMS AND CONDITIONS**

If Contractor elects to respond to this RFQ, submission of your proposal assumes the acceptance of the following understandings:

- a. CEFIA reserves the right to reject any or all of the submissions received in response to the RFQ, to waive irregularities or to cancel or modify the RFQ in any way, and at any CEFIA chooses, in its sole discretion, if CEFIA determines that it is in the interest of CEFIA.

Submissions will be opened at CEFIA's convenience. Note that all the information submitted in response to this RFQ is subject to Connecticut's Freedom of Information Act. All questions regarding this RFQ must be submitted **in writing** to Joe Buonannata, by email at joe.buonannata@ctcleanenergy.com.

- b. CEFIA further reserves the right to make selections under this RFQ without discussion of the proposals received.
- c. Submissions must be signed by an authorized officer of the CP. Submissions must also provide name, title, address and telephone number for individuals with authority to negotiate and contractually bind the CP, and for those who may be contacted for the purpose of clarifying or supporting the information provided in the submission.
- d. CEFIA will not be responsible for any expenses incurred by any CP in conjunction with the preparation or presentation of any submission with respect to this RFQ.
- e. CEFIA's selection of CPs through this RFQ is not an offer and CEFIA reserves the right to continue negotiations with CPs on any given project.

CEFIA IS SUBJECT TO THE REQUIREMENTS OUTLINED IN SECTIONS 16-245N OF THE CONNECTICUT GENERAL STATUTES. CEFIA 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 BIDDER, CEFIA MAY CONSIDER ANY AND ALL FACTORS AND CONSIDERATIONS WHICH CEFIA, IN ITS SOLE DISCRETION, DEEMS RELEVANT, THE RELATIVE IMPORTANCE OF WHICH SHALL BE IN THE SOLE DISCRETION OF CEFIA.

Limitation on Recourse. All liabilities and obligations of CEFIA under this RFQ are subject and limited to the funding available under Connecticut law.

BY SUBMISSION OF A RFQ RESPONSE, CP AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS RFQ.

Attachment C: Accredited Investor Questionnaire

ACCREDITED INVESTOR QUESTIONNAIRE

PLEASE ANSWER ALL APPLICABLE QUESTIONS

If the appropriate answer is “None” or “Not Applicable,” so state. Please print or type your answers to all questions. Attach additional sheets if necessary to complete your answers to any item.

Your answers will be kept strictly confidential at all times; however, [Seller] (the “Company”) may present this Questionnaire to such parties as it deems appropriate in order to assure itself that the offer and sale of its securities will not result in a violation of the registration provisions of the Securities Act of 1933 (the “Securities Act”) or a violation of the securities laws of any state.

1. Name and Address

Please provide the following personal information:

Name: _____ Age: _____

Residence Address: _____

Business Address: _____

Business Telephone: _____

Residence Telephone: _____

2. Accredited Investor Status

Unless otherwise determined by the Company in its sole discretion, the Company will accept subscription offers only from persons who are “Accredited Investors,” as that term is defined in Regulation D under the Securities Act.

PLEASE CHECK THE APPROPRIATE SPACE(S) IN THIS SECTION INDICATING THE BASIS ON WHICH YOU QUALIFY AS AN ACCREDITED INVESTOR.

A. Qualification as an Accredited Investor. Please check the categories applicable to you indicating the basis upon which you qualify as an Accredited Investor for purposes of the Securities Act and Regulation D thereunder.

INDIVIDUAL WITH NET WORTH IN EXCESS OF \$1.0 MILLION. A natural person (not an entity) who has individual net worth, or joint net worth with the person's spouse, that exceeds \$1,000,000 at the time of the purchase, excluding the value of their primary residence.

INDIVIDUAL WITH A \$200,000 INDIVIDUAL ANNUAL INCOME. A natural person (not an entity) who had an individual income of more than \$200,000 in each of the preceding two calendar years, and has a reasonable expectation of reaching the same income level in the current year.

INDIVIDUAL WITH A \$300,000 JOINT ANNUAL INCOME. A natural person (not an entity) who had joint income with his or her spouse in excess of \$300,000 in each of the preceding two calendar years, and has a reasonable expectation of reaching the same income level in the current year.

CORPORATIONS OR PARTNERSHIPS. A corporation, partnership, or similar entity that has in excess of \$5.0 million of assets and was not formed for the specific purpose of acquiring an interest in the Fund.

REVOCABLE TRUST. A trust that is revocable by its grantors and *each* of whose grantors is an accredited investor. (If this category is checked, please also check the additional category or categories under which the grantor qualifies as an accredited investor.)

- ___ IRREVOCABLE TRUST. A trust (other than an ERISA plan) that (i) is not revocable by its grantors, (ii) has in excess of \$5.0 million of assets, (iii) was not formed for the specific purpose of acquiring an interest in the Fund, and (iv) is directed by a person who has such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of an investment in the Fund.

- ___ IRA OR SIMILAR BENEFIT PLAN. An IRA, Keogh or similar benefit plan that covers a natural person who is an accredited investor. (If this category is checked, please also check the additional category or categories under which the natural person covered by the IRA or plan qualifies as an accredited investor.)

- ___ NON-PROFIT ENTITY. An organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, with total assets in excess \$5.0 million (including endowment, annuity and life income funds), as shown by the organization's most recent audited financial statements.

___ OTHER INSTITUTIONAL INVESTOR (Please check one)

___ A bank, as defined in Section 3(a)(2) of the Securities Act (whether acting for its own account or in a fiduciary capacity);

___ A savings and loan association or similar institution, as defined in Section 3(a)(5)(A) of the Securities Act (whether acting for its own account or in a fiduciary capacity);

___ A broker-dealer registered under the Securities Exchange Act of 1934;

___ An insurance company, as defined in section 2(13) of the Securities Act;

___ A "business development company," as defined in Section 2(a)(48) of the Investment Company Act of 1940;

___ A small business investment company licensed under Section 301(c) or (d) of the Small Business Investment Act of 1958; or

___ A "private business development company," as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.

___ ENTITY OWNED ENTIRELY BY ACCREDITED INVESTORS. A corporation, partnership, private investment company or similar entity *each* of whose equity owners is a natural person who is an accredited investor. (If this category is checked, please also check the additional category or categories under which each natural person qualifies as an accredited investor.)

B. Qualification as a Sophisticated Person. If you did not check a selection under Section 2A above, please check below, if applicable, indicating that you are a “Sophisticated Person” for purposes of the Securities Act and Regulation D thereunder. **Please skip this question if you have checked a selection under Section 2A above.**

____ KNOWLEDGE AND EXPERIENCE. The undersigned is a person with knowledge and experience in financial and business matters so as to be capable of evaluating the relative merits and risks of an investment in the Company. The undersigned is not utilizing any other person to be its purchaser representative in connection with evaluating such merits and risks. **The undersigned shall attach to this Questionnaire a summary of the undersigned’s business and investment experience as evidence of his or her knowledge and experience in these matters.**

3. Representations

By signing this Questionnaire, I hereby confirm the following statements:

- A.** My answers to the foregoing questions are true and complete to the best of my information and belief, and I will promptly notify the Company of any changes in the information I have provided.
- B.** I also understand and agree that although the Company will use its best efforts to keep the information provided in answers to this Questionnaire strictly confidential, the Company may present this Questionnaire and the information provided in answers to it to such parties as they may deem advisable if called upon to establish the availability under any Federal or state securities laws of an exemption from registration of the private placement or if the contents thereof are relevant to any issue in any action, suit or proceeding to which the Company or its affiliates is a party or by which it or they are or may be bound.
- C.** I realize that this Questionnaire does not constitute an offer by the Company or its affiliates to sell any securities but is merely a request for information.

[Signature Page Follows]

**Signature Page
Individual Subscriber**

IN WITNESS WHEREOF, the undersigned has executed this Accredited Investor Questionnaire as of the _____ day of _____, _____.

Typed/Printed Name of Applicant

Typed/Printed Name of Co-Applicant, if any

Signature of Applicant

Signature of Co-Applicant

Residence Address of Applicant

Residence Address of Co-Applicant

City, State, and Zip Code

City, State, and Zip Code

Mailing Address (if not residence)

Mailing Address (if not residence)

City, State, and Zip Code

City, State, and Zip Code

Social Security No. of Applicant

Social Security No. of Co-Applicant

Contact Tel No.

Email Address

Type of Proposed Ownership – Natural Persons Only (Check One):

Individual Joint Tenants with Rights of Survivorship Tenants in Common

Uniform Gift To Minors Other: _____

Signature Page

Corporate, Partnership, Trust or Plan Subscriber

IN WITNESS WHEREOF, the undersigned has caused this Subscription Agreement to be executed as of the ____ day of _____, ____.

Typed/Printed Name of Applicant Entity

Principal Office Address of Entity

Type of Entity

City, State, and Zip Code

Typed/Printed Name of Authorized Representative

Mailing Address (if different from principal office address)

Signature of Authorized Representative

City, State, and Zip Code

Federal Tax Identification No. of Purchaser

Contact Tel No.

Email Address