

RESOLUTION No. 13-64

**RESOLUTION APPROVING THE AMENDED AND RESTATED
AGREEMENT FOR FINANCIAL ADVISORY SERVICES
AND CERTAIN INVESTMENT ADVISORY SERVICES**

WHEREAS, the New Jersey Environmental Infrastructure Trust (TRUST) is authorized to contract for Financial Advisory Services and Investment Advisory services pursuant to N.J.S.A. 58:11B-5(d); and

WHEREAS, the TRUST issued a Request for Proposals, dated February 15, 2012 (the "RFP"), to secure (i) financial advisory services and (ii) investment advisory services with respect to the investment of (A) proceeds of TRUST bonds and (B) funds that secure TRUST bonds (collectively, the "Obligated Funds"); and

WHEREAS, the need for investment advisory services for the investment of Obligated Funds was expressly stated in the public notice of the TRUST'S procurement; and

WHEREAS, the need for investment advisory services for the investment of Obligated Funds was expressly stated in the TRUST'S RFP; and

WHEREAS, Public Financial Management, Inc. (PFMI) and PFM Asset Management, LLC (PFMAM) jointly submitted to the TRUST a response to RFP, dated March 15, 2012 (the "Response to RFP"), for financial advisory services and investment advisory services in connection with the investment of Obligated Funds, with PFMAM designated therein as the entity that shall provide investment advisory services to the TRUST in connection with the investment of Obligated Funds; and

WHEREAS, On April 12, 2014, the Trust authorized the appointment of PFMI to provide Financial Advisory services and Investment Advisory Services for the period of July 1, 2012 through June 30, 2014, pursuant to Resolution No. 12-23; and

WHEREAS, it was, at the time of the execution and delivery of the Agreement for advisory services (Original Agreement), and it currently remains, the intent of the TRUST to formally engage PFMI and PFMAM to provide the financial advisory services and the investment advisory services, that include but are not limited to the scope of services as are set forth in the RFP and the Response to the RFP; and

WHEREAS, the TRUST deems the investment advisory services relating to the investment of Obligated Funds to be provided by PFMAM, as described in the RFP and the Response to RFP, to be essential to the operations of the TRUST and its administration of Obligated Funds, and, therefore, deems it necessary and appropriate to amend the Original Agreement to include PFMAM as a party thereto; and

NOW THEREFORE BE IT RESOLVED, the Chairman or Vice Chairman of the Trust is hereby authorized to execute an Amendment to the Original Agreement with PFMI for the limited purpose of including PFMAM as advisor for the investment of Obligated Funds in a form of agreement authorized by the Attorney General.

Adopted Date: November 14, 2013

Motion Made By: Mr. Briant

Motion Seconded By: Ms. Campbell

Ayes: 7

Nays: 0

Abstentions: 0

NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST

AMENDED AND RESTATED AGREEMENT FOR FINANCIAL ADVISORY SERVICES AND CERTAIN INVESTMENT ADVISORY SERVICES

This Amended and Restated Agreement (the “Amended and Restated Agreement” or the “Agreement”), made and entered into on this ____ day of _____, 2013, by and among the New Jersey Environmental Infrastructure Trust (the “TRUST”), Public Financial Management, Inc. (“PFMI”) and PFM Asset Management LLC (“PFMAM”; PFMI and PFMAM being referred to collectively hereinafter as the “CONTRACTORS”), amends and restates in its entirety that certain Agreement made and entered into on the 30th day of June, 2012 (the “Original Agreement”), by and between the TRUST and PFMI.

WHEREAS, the TRUST issued a Request for Proposals, dated February 15, 2012 (the “RFP”), to secure (i) financial advisory services and (ii) investment advisory services with respect to the investment of (A) proceeds of TRUST bonds and (B) funds that secure TRUST bonds (collectively, the “Obligated Funds”); and

WHEREAS, the need for investment advisory services for the investment of Obligated Funds was expressly stated in the public notice of the TRUST’S procurement; and

WHEREAS, the need for investment advisory services for the investment of Obligated Funds was expressly stated in the TRUST’S RFP; and

WHEREAS, PFMI and PFMAM jointly submitted to the TRUST a response to RFP, dated March 15, 2012 (the “Response to RFP”), for financial advisory services and investment advisory services in connection with the investment of Obligated Funds, with PFMAM designated therein as the entity that shall provide investment advisory services to the TRUST in connection with the investment of Obligated Funds; and

WHEREAS, on the basis of the Response to RFP of PFMI and PFMAM, the TRUST selected PFMI and PFMAM to provide the financial advisory services and the investment advisory services as defined and set forth in the RFP and the Response to RFP; and

WHEREAS, it was, at the time of the execution and delivery of the Original Agreement, and it currently remains, the intent of the TRUST to formally engage PFMI and PFMAM to provide the financial advisory services and the investment advisory services, that include but are not limited to the scope of services as are set forth in the RFP and the Response to RFP; and

WHEREAS, a review of the Original Agreement reveals the absence of PFMAM as a party thereto; and

WHEREAS, the TRUST deems the investment advisory services relating to the investment of Obligated Funds to be provided by PFMAM, as described in the RFP and the Response to RFP, to be essential to the operations of the TRUST and its administration of Obligated Funds, and, therefore, deems it necessary and appropriate to amend the Original Agreement to include PFMAM as a party thereto; and

WHEREAS, the CONTRACTORS have submitted their Response to RFP along with a revised pricing matrix dated April 4, 2012 to provide such services and represent that they are qualified by training and experience to perform the required services in the manner and on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties hereto covenant and agree as follows:

ARTICLE I

A. The CONTRACTORS shall provide the required services in accordance with the terms, conditions, specifications, and scope of the work set forth in:

1. the RFP, and related materials attached to and enclosed with the RFP; and
2. the Response to RFP of the CONTRACTORS;
3. the Executive Director's letter dated April 26, 2012;

The aforementioned documents are hereby incorporated by reference into this contract as if set forth in their full text herein.

B. In the event that there exists a conflict in terms, conditions, specifications, or scope of work between the RFP and the Response to RFP of the CONTRACTORS, the provisions of the RFP, the Executive Director's letter of April 26, 2012 and this Agreement shall prevail.

C. The TRUST'S obligations hereunder are contingent upon the availability of assessed or appropriated funds from which payment for contract purposes can be made in accordance with the provisions of the Environmental Infrastructure Trust Act, N.J.S.A. 58:11B-1 et seq. (the "Act"). No legal liability on the part of the TRUST for payment of any money shall arise unless and until funds are available each year to the TRUST from administrative fees or loan surcharges lawfully assessed against local government units or otherwise made available each year to the TRUST by the Legislature as may be required by the Act.

D. The CONTRACTORS shall maintain accounting records and other evidence pertaining to costs incurred on the project and shall make the records available to the TRUST at

all reasonable times during the contract period and for two full years from the date of the final payment. These records are subject to audit by the TRUST.

E. Ownership of all data, material and documentation originated and prepared for the TRUST pursuant to this Agreement shall belong exclusively to the TRUST. All such data, materials or documentation shall be delivered to the TRUST without any additional charge upon demand after termination of the Agreement, except as otherwise provided under the terms of this Agreement.

F. Except as otherwise permitted by this Agreement, the CONTRACTORS shall not publish, permit to be published, or distribute, use or disclose to anyone for public consumption, any information which it acquires in performance of the Agreement, without prior written consent of the TRUST.

G. The TRUST and the CONTRACTORS each reserve the right to terminate this contract, provided written notice has been given to the other party at the address set forth in Article V at least thirty (30) days prior to such proposed termination date.

ARTICLE II

A. In full consideration of all services to be performed under this Agreement, the CONTRACTORS shall be compensated in accordance with the compensation schedule set forth in the Response to RFP of the CONTRACTORS.

B. In full consideration of all services to be performed for the refunding of any Bond Issue (containing one or more series) previously issued by the TRUST, if the TRUST determines to undertake such a refunding and upon the successful closing of the transaction, the CONTRACTORS shall be compensated in accordance with the compensation schedule set forth in the Response to RFP of the CONTRACTORS, except that this consideration shall not exceed \$75,000 for the first series of refunding bonds and \$10,000 per each additional series sold as part of the same issue plus disbursements up to a cap of \$2,000 for each issue.

C. In full consideration of professional services to be performed by the CONTRACTORS to the TRUST, other than that set forth above, the parties shall negotiate a project-specific fee prior to the commencement of the project pursuant to the hourly rates set forth below. A formal contract amendment will be executed if the anticipated total fee for professional services for any project exceeds \$2,500.

Managing Director - \$275.00
Senior Managing Consultant - \$225.00
Consultant - \$180.00
Associate - \$100.00

D. Invoices must be submitted to the Executive Director of the TRUST before any payments will be made to the CONTRACTORS.

E. The CONTRACTORS must submit supporting evidence with the invoices identifying the project task and indicating among other things the actual time by employee (on an hourly basis) devoted to the project for which billing is submitted. All disbursements shall be itemized.

F. It is the responsibility of the TRUST to ascertain that services have been performed in a proper and satisfactory manner in accordance with the terms and conditions set forth in the Agreement prior to the approval of such invoices. However, approval of invoices for payment by the TRUST shall not constitute a release or waiver of any claim the TRUST has or may have for latent defects or errors or other breaches of this Agreement on the part of the CONTRACTORS, or any claims for breach of warranty, negligence or misconduct.

G. The CONTRACTORS shall be compensated for actual services performed and disbursements made in accordance with the terms of this ARTICLE.

H. Final payment shall be withheld by the TRUST until all services under this Agreement have been performed in a manner satisfactory to the TRUST and upon submission of any final report if stipulated in the supporting documentation.

I. The CONTRACTORS agree that they shall be directly responsible to and shall submit drafts, reports, and other documents and information or other production items contracted for to the Executive Director of the Trust, at the address indicated in ARTICLE V, for his approval on behalf of the TRUST before any payments are made in accordance with the terms of this ARTICLE II. Production items contracted for include but are not limited to 1) all requested debt service, repayment or amortization schedules, bond sizings, cash flow reports, and bond pool structures; 2) disclosure information and various other tables and charts required for the P.O.S. and O.S.; 3) arbitrage yield calculations; and 4) final pricing books.

ARTICLE III

A. This Agreement shall commence as of July 1, 2012 and continue in full force and effect until June 30, 2014 except as otherwise set forth in this Agreement.

B. The TRUST and the CONTRACTORS reserve the right to extend the term of this Agreement for additional periods of one year or less. Such extensions shall be offered by the Trust in writing not less than 30 days prior to the termination of the initial term of the Agreement. Acceptance of any extensions by the CONTRACTORS is to be in writing and must

be on file in the TRUST'S office within 5 days of the date of such offer of extension. In the event the Agreement is extended, all of the original terms will remain in effect for the extended period, except as otherwise agreed upon by the parties at the time of extension.

C. In the event of the termination of this Agreement, as provided in Article I, the CONTRACTORS shall furnish to the Executive Director of the TRUST such report or reports as he may require, based upon work completed under the provisions of this Agreement. The CONTRACTORS shall not be compensated for the time necessary to prepare such reports as may be required under this provision.

ARTICLE IV

A. Each CONTRACTOR'S status shall be that of an independent principal and not as an agent or employee of the TRUST.

B. The CONTRACTORS agree not to assign this Agreement or any monies due hereunder, or enter into any subagreement under this Agreement, without the prior written approval of the TRUST.

C. The CONTRACTORS agree that in the performance of this Agreement they will obey, abide and comply with the applicable Federal and State laws and regulations.

D. If incorporated in a state other than the State of New Jersey, each of the CONTRACTORS shall promptly file with the Secretary of the State any documents required in order to do business in the STATE OF NEW JERSEY and shall otherwise comply with the provisions of the laws of the STATE OF NEW JERSEY in that regard.

E. This Agreement shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.

F. If it becomes necessary for the CONTRACTORS, either as principals or by agents, subcontractors, or employees, to enter upon the premises or property of the TRUST or the State of New Jersey for any purpose whatsoever pursuant to this Agreement, the CONTRACTORS hereby covenant and agree to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of happenings of any accidents, injuries or damages to any person or property in connection with performance of the services under this Agreement, and to be responsible for, and to indemnify and save harmless the TRUST and the State of New Jersey from the payment of all sums of money, including the cost of defense, by reason of all, or any, such accidents, injuries or damages that may happen in connection with the performance of services under this Agreement.

The CONTRACTORS shall be responsible for and shall indemnify and hold the TRUST and State harmless for all fines, penalties and losses incurred, including the cost of defense, for or by reason of the violation of any local, State or Federal ordinance, regulation, or law, in connection with the performance of said services.

The CONTRACTORS will maintain sufficient insurance to indemnify the TRUST and the State of New Jersey and the members, officers and employees of the TRUST and State against any claim for loss, damage or injury to property or persons arising out of the performance of the CONTRACTORS or their subcontractors, employees and agents of the services contemplated by the Agreement and the use, misuse or failure of any equipment or machinery used by the CONTRACTORS or their subcontractors, employees or agents, and shall if requested provide certificates of such insurance to the TRUST. The CONTRACTORS shall also carry errors and omissions, professional liability and/or professional liability malpractice insurance sufficient to protect the CONTRACTORS from any liability arising out of the professional obligations performed pursuant to this Agreement.

The CONTRACTORS shall defend, indemnify and otherwise hold harmless the TRUST, its directors, officers and employees, and any officers and employees of the State of New Jersey authorized to render services to the TRUST, from any and all claims or actions at law of any and all kinds or nature including the costs of defense (1) which arise from acts or omissions whether negligent or not of the CONTRACTORS or their agents, employees, servants, subcontractors, materialmen or others working for or on behalf of the CONTRACTORS, irrespective of whether such risks are directly within the control of the CONTRACTORS, or (2) which arise from any failure to perform the CONTRACTORS' obligations under this Agreement or any improper performance of said obligations.

It is expressly agreed and understood that any approval by the TRUST of the services performed and/or reports or other productions items provided by the CONTRACTORS shall not operate to limit the obligations of the CONTRACTORS assumed in this Agreement. Furthermore, the CONTRACTORS expressly understand and agree that the provisions of the preceding indemnification clause shall in no way limit the CONTRACTORS' obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTORS from any liability, nor preclude the TRUST from taking any other actions available to it under any other provisions of this Agreement or otherwise at law. The CONTRACTORS will be liable to the TRUST for any reasonable costs incurred by the TRUST to correct, modify or redesign any technical information or production item submitted by the CONTRACTORS that is found to be defective or not in accordance with the provisions of this Agreement as a result of negligent act, error or omission on the part of the CONTRACTORS, their respective officers, agents, servants, employees, consultants or subcontractors. The CONTRACTORS shall be given a reasonable opportunity to correct any deficiency.

G. During the performance of this Agreement, the CONTRACTORS agree as follows:

1. The CONTRACTORS will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The CONTRACTORS will take affirmative action to ensure that applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTORS agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The CONTRACTORS shall insert a similar provision in all subcontracts.

2. The CONTRACTORS will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTORS, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin ancestry, marital status or sex;

3. Each CONTRACTOR will send to each labor union or representative of workers with which they have a collective bargaining Agreement or other contract or understanding, a notice advising the labor union or worker's representative of the CONTRACTORS' commitments under this Agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

H. The CONTRACTORS hereby agree to comply with the provision of N.J.S.A. 10:2-1 through 10:2-4 and P.L. 1975, c. 127 (N.J.S.A. 10:5-31 et seq.) and the Rules and Regulations promulgated pursuant thereunto.

I. Each CONTRACTOR does hereby warrant and represent that this Agreement has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the STATE OF NEW JERSEY and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of this Agreement by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly, or indirectly, to any State employee, officer or official or to any Special State officer or employee as defined in N.J.S.A. 52:13D-13.

J. Each CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTORS for the purpose of securing business.

K. Unless it has already done so as part of its Response to RFP, each CONTRACTOR agrees to complete the attached Stockholder Disclosure Form before executing this Agreement.

L. It is agreed and understood that the TRUST reserves the right under this Agreement to determine whether a conflict of interest or the appearance of a conflict of interest exists which would under State law adversely affect the Agreement, or would otherwise be contrary to the best interest of the TRUST and the State of New Jersey.

M. The CONTRACTORS and TRUST agree that any claims asserted against the TRUST shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. (except for section 9 of the Contractual Liability Act, N.J.S.A. 59:13-9), notwithstanding that the Contractual Liability Act is not applicable by its provisions to claims arising under contracts with the TRUST.

N. Each CONTRACTOR does hereby warrant and represent that it is qualified by training and experience to perform the required respective services in the manner and on the terms and conditions set forth herein.

O. Invalidation of any one of the provisions of this Agreement, by judgment or court order, shall in no way affect any other provisions herein contained, which provisions shall remain in full force and effect.

P. This Agreement may only be amended, modified or supplemented in writing consented to by the parties hereto.

Q. This Agreement may be executed by the parties hereto in three counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart, which together shall constitute but one and the same Agreement.

R. It is understood that PFMAM performs investment advisory services for other clients. The TRUST hereby agrees that PFMAM may give advice and take action with respect to any of its other clients which may differ from the advice given, or the timing, or the nature of actions taken, with respect to funds managed by PFMAM hereunder.

S. PFMAM warrants that it has delivered to the TRUST prior to the execution of this Agreement PFMAM's current Securities and Exchange Commission Form ADV, Part 2A (brochure) and Part 2B (brochure supplement). The TRUST acknowledges receipt of such brochure and brochure supplement prior to the execution of this Agreement.

ARTICLE V

In accordance with Public Law 2005, Chapter 92, the CONTRACTORS each covenant

and agree that all services performed under this Agreement by each CONTRACTOR shall be performed within the United States of America.

In accordance with Public Law 1995, Chapter 134, each CONTRACTOR certifies that it either has no business operations in Northern Ireland or it has business operations in Northern Ireland and it will take lawful steps in good faith to conduct any such business operations in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L.1987, c.177 (C.52:18A-89.5), and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

Pursuant to Public Law 2005 (Chapter 51), State departments, agencies and authorities are precluded from awarding contracts exceeding \$17,500 to vendors who make certain political contributions on and after October 15, 2004, to avoid any appearance that the selection of State contractors is based on the contractors' political contributions. Each CONTRACTOR agrees to complete the attached Chapter 51 Disclosure Form (Exhibit B), execute, and submit same with this Agreement to the Trust. Chapter 51 also requires the disclosure of all contributions to any political organization organized under 26 U.S.C. 527 that also meet the definition of a "continuing political committee" within the meaning of N.J.S.A 19:44A-3(n) and N.J.A.C. 19:25-1.7. If either CONTRACTOR fails to fully comply with Chapter 51 upon contract execution, this contract is void *ab inito*, as such failure is a material defect that invalidates this Agreement. If either CONTRACTORS solicit or make any Chapter 51 political contributions prior to the completion of this Contract, such act shall constitute a material breach of this Agreement.

Pursuant to Public Law 2005, Chapter 271 (Chapter 271), each CONTRACTOR is required to disclose its (and its principals') political contributions within the immediately preceding twelve (12) month period as set forth in the attached Chapter 271 disclosure statement. Each CONTRACTOR agrees to complete the attached Chapter 271 Disclosure Form (Exhibit C) execute, and submit same with this Agreement to the TRUST. Each CONTRACTOR also has a continuing duty to immediately report any Chapter 271 political contributions it makes during the term of this Agreement to the TRUST. The CONTRACTORS will not be precluded from entering a contract with the TRUST by virtue of the information provided in the Chapter 271 disclosure provided the form is fully and accurately completed. If either CONTRACTOR fails to fully comply with Chapter 271 upon contract execution, this Agreement is void *ab inito*, as such failure is a material defect that invalidates this Agreement.

Each CONTRACTOR represents and warrants that all information, certifications and disclosure statements, previously provided in connection with Public Law 2005, Chapter 51 and Executive Order No. 117 (2008) ("EO 117"), are true and correct as of the date hereof and all such statements have been made with full knowledge that the TRUST and the State of New Jersey (the "State") will rely upon the truth of the statements contained therein in engaging the CONTRACTORS. Each CONTRACTOR agrees that it shall maintain continued compliance

with Public Law 2005, Chapter 51, EO 117 and regulations promulgated thereunder during the term of this Agreement. Each CONTRACTOR acknowledges that upon its failure to make required filings thereunder or the making of a contribution prohibited thereunder, the Trust may terminate this Agreement and any remedies available to the Trust may be exercised against the applicable CONTRACTOR at law or in equity.

Please also be advised of your responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271 section 3) if the CONTRACTORS receive contracts in excess of \$50,000 from a public entity during a calendar year. It is each CONTRACTOR'S responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or www.elec.state.nj.us.

ARTICLE VI

The addresses given below shall be the addresses of the representative parties to which notices and reports required by this Agreement shall be sent by mail:

For PFMI:

GEOFFREY W. STEWART
Senior Managing Consultant
Public Financial Management, Inc.
Two Logan Square, Suite 1600
Philadelphia, PA 19103-2270

For PFMAM:

STEPHEN B. FABER
Managing Director
PFM Asset Management LLC
Princeton Metro Center III
821 Alexander Road, Suite 110
Princeton, NJ 08540

For the TRUST:

DAVID E. ZIMMER, CFA
Executive Director
New Jersey Environmental Infrastructure Trust
3131 Princeton Pike, Building 6, Suite 201
Lawrenceville, NJ 08648

IN WITNESS WHEREOF, the parties, hereto have caused this Agreement to be executed by these duly authorized representatives as of the dates indicated.

Witness:

PUBLIC FINANCIAL
MANAGEMENT, INC.
By: _____
Dated: _____

Witness:

PFM ASSET MANAGEMENT LLC
By: _____
Dated: _____

Witness:

NEW JERSEY ENVIRONMENTAL
INFRASTRUCTURE TRUST
By: _____
Dated: _____

Approved as to form only:
ATTORNEY GENERAL
STATE OF NEW JERSEY
By: _____
Deputy Attorney General
Dated:

State of New Jersey

New Jersey Environmental Infrastructure Trust

STOCKHOLDER DISCLOSURE FORM

Name
Address
City & State

List the names and addresses of all individuals, partnerships, corporations or any other owner having 10% or greater interest in the corporation or any other owner having 10% or greater interest in the corporation or partnership bidding under this Request for Proposals. If a listed owner is a corporation or partnership, then list the names and addresses of holders of 10% or more interest in that corporation or partnership. If additional space is necessary, list on an attached sheet. If there are no owners with 10% or more interest in your company, enter "None".

NAME ADDRESS (include zip)

President of the Firm (Type/print name)

Phone

- I certify that: ___ The list of stockholders above is current and correct to the best of my knowledge.
- ___ There are no stockholders holding 10% or more interest in this corporation or Firm to the best of my knowledge.
- ___ Firm is solely owned and not subject to corporation or partnership disclosure requirement.

Signature, Authorized Representative

Type/Print Name _____ Title

Witness _____ Date