

EXHIBIT I

FEDERAL GRANT PROVISIONS

I. COMPLIANCE PROVISIONS

A. Equal Employment Opportunity.

During the performance of the Agreement, Seller agrees as follows:

- (1) Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Seller will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. Seller agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) Seller will, in all solicitations or advertisements for employees placed by or on behalf of Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) Seller will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Seller's legal duty to furnish information.
- (4) Seller will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Seller's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) Seller will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (6) Seller will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of Seller's noncompliance with the nondiscrimination clauses of the Agreement or with any of the said rules, regulations, or orders, the Agreement may be canceled, terminated, or suspended in whole or in part and Seller may be declared ineligible for further government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) Seller will include the portion of the sentence immediately preceding Paragraph (1) and the provisions of Paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Seller. Seller will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event Seller becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency, Seller may request the United States to enter into such litigation to protect the interests of the United States.

Seller further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally assisted construction work: *Provided*, that if Seller is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

Seller agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

Seller further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the

Executive Order. In addition, Seller agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to Seller under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from Seller; and refer the case to the Department of Justice for appropriate legal proceedings.

B. Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph (1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in Paragraph (1), in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by Paragraph (1).
- (3) Withholding for unpaid wages and liquidated damages –
 - i. *Withholding process*. C Spire may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this Section of the Contract, any other Federal contract with the same prime contractor, or any other Federally assisted contract subject to the Contract Work Hours and Safety Standards Act (“CWHSSA”) that is held by the same prime contractor (as defined in 29 C.F.R. § 5.2). The necessary funds may be withheld from the Seller under the Agreement, any other Federal contract with the same prime contractor, or any other Federally assisted contract that is subject to the CWHSSA and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

- ii. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with 29 C.F.R. § 5.2(a)(2)(1) or (b)(3)(i), or both, over claims to those funds by:
 - a. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - b. A contracting agency for its procurement costs;
 - c. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - d. A contractor's assignee(s);
 - e. A contractor's successor(s); or
 - f. A claim asserted under the Prompt Payment Act, 31 U.S.C. §§ 3901-3907.

- (4) Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in Paragraphs (1) through (5) of this Section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Paragraphs (1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- (5) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
 - i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the CWHSSA or its implementing regulations in this part;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
 - iv. Informing any other person about their rights under CWHSSA or this part.

In addition, the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three (3) years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known

address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the records to be maintained under this Section must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the DOC, NTIA, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

C. Davis-Bacon Act.

Seller, and its subcontractors, if any, shall to the extent applicable, comply with the Davis-Bacon Act, as amended (40 U.S.C. §§ 3141-3148), and supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), including the applicable contract clauses identified at 29 C.F.R. § 5.5, and the applicable Davis-Bacon Act Wage Determination, all of which is incorporated herein by reference thereto as if fully set forth in the Agreement. In accordance with the Davis-Bacon Act, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a Wage Determination made by the Secretary of Labor. In addition, Seller acknowledges, and will require any subcontractors to acknowledge, that it has reviewed the prevailing wages specified in the applicable Wage Determination(s) made by the Secretary of Labor and accepts said Wage Determination(s).

D. Clean Air Act and Federal Water Pollution Control Act.

"Clean Air Act"

- (1) Seller, and its subcontractors, if any, agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401, *et seq.*), as amended, including Executive Order 11738 (38 FR 25161).
- (2) Seller, and its subcontractors, if any, agree to report each violation to C Spire and understands and agrees that C Spire will, in turn, report each violation as required to assure notification to NTIA and DOC, and the appropriate Environmental Protection Agency ("EPA") Regional Office.

"Federal Water Pollution Control Act"

- (1) Seller, and its subcontractors, if any, agree to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act (33 U.S.C. §§ 1251, *et seq.*), as amended, including Executive Order 11738 (38 FR 25161).
- (2) Seller, and its subcontractors, if any, agree to report each violation to C Spire and understands and agrees that the C Spire will, in turn, report each violation as required to assure notification to NTIA and DOC and the appropriate EPA Regional Office.

E. Procurement of Recovered Materials.

In the performance of the Agreement, Seller, and its subcontractors, if any, shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot be acquired —

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting contract performance requirements; or
- (3) At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Seller, and its subcontractors, if any, also agree to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

F. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

Seller, and its subcontractors, if any, shall comply with 2 C.F.R. § 200.216, as applicable. As such, Seller, and its subcontractors, if any, are prohibited from obligating or expending funds received from C Spire to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, Section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of

Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

G. Domestic Preferences for Procurements.

As appropriate, and to the extent consistent with law, Seller, and its subcontractors, if any, should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States as described in 2 C.F.R. § 200.322 and Executive Order 14005. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. 2 C.F.R. § 200.321 provides that: “*Produced in the United States*” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and “*Manufactured products*” mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

H. Secure and Trusted Communications Networks Act.

Neither Seller, nor its subcontractors, if any, may use grant funds received under the Middle Mile Grant Program to purchase or support any covered communications equipment or service (as defined in Section 9 of the Secure and Trusted Communications Networks Act of 2019 (47 U.S.C. § 1608)).

I. Contracting with Small and Minority Businesses, Women’s Enterprises, and Labor Surplus Area Firms.

Seller, and its subcontractors, if any, shall take all necessary affirmative steps described in 2 C.F.R. § 200.321 to utilize minority businesses, women’s business enterprises, and labor surplus area firms when possible.

J. The Copeland Anti-Kickback Act.

Seller, and its subcontractors, if any, shall comply with all provisions of the Copeland Anti-Kickback Act (18 U.S.C. § 874), as applicable, which prohibits a person or organization engaged in a Federally supported project from enticing an employee working on the project from giving up part of their compensation under an employment contract.

K. Executive Order 13043.

Seller, and its subcontractors, if any, are encouraged to enforce on-the-job seat belt policies and programs when operating company-owned, rented, or personally owned vehicles, throughout the Term of the Agreement.

L. Protection of Whistleblowers.

Seller is afforded all rights, remedies, and whistleblower protections under 41 U.S.C § 4712 (Protections for Whistleblowers). Seller, and its subcontractors, if any, will inform their respective employees in writing, in the predominant native language of its workforce, of their rights and remedies under 41 U.S.C § 4712 (Protections for Whistleblowers).

M. Disclosure of Violations of Federal Criminal Laws.

In accordance with 2 C.F.R. § 200.113, Seller, and its subcontractors, if any, must disclose, in a timely manner, in writing to C Spire all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the NTIA and DOC grant award received by C Spire, being NTIA Award No. 28-40-MM712, so that C Spire may timely disclose such violations to NTIA and DOC.

N. Applicable Environmental Requirements.

Seller acknowledges, and shall cause its subcontractors to acknowledge, if any, that it is Seller's responsibility to read, understand, and comply with all Federal and State environmental laws, regulations, Executive Orders, rules and standards to the extent such laws, regulations, Executive Orders, rules and standards may be applicable to Seller and or its subcontractors under this Project. Such environmental laws, regulations, Executive Orders, rules and standards, include, but are not limited to, the following:

- (1) The National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321, *et seq.*), as amended, including Executive Order 11514;
- (2) Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C §§ 470f, *et seq.*), as amended; and
- (3) Any other Federal law or Executive Order listed in the DOC Financial Assistance Standard Terms and Conditions (November 12, 2020), as amended.
Link: <https://www.commerce.gov/oam/policy/financial-assistance-policy>.

O. Rights to Inventions Made Under a Contract or Agreement.

Seller, and its subcontractors, if any, shall comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by DOC, as applicable.

P. Civil Rights and Nondiscrimination Compliance.

Seller, and its subcontractors, if any, hereby acknowledge, that no person in the United States may, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or

activity receiving Federal financial assistance, which includes this Project. As such, Seller, and its subcontractors, if any, shall comply with the nondiscrimination requirements set forth in the following legal authorities, to the extent applicable, and hereby acknowledge that failure to do so may result in the cancellation of the Agreement with Seller and/or recoupment of any funds already disbursed to Seller:

- (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*) and DOC implementing regulations, published at 15 C.F.R. Part 8;
- (2) Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*);
- (3) The Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*);
- (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations, published at 15 C.F.R. Part 8b;
- (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), and DOC implementing regulations, published at 15 C.F.R. Part 20;
- (6) Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*;
- (7) Parts II and III of Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319), which requires that federally assisted construction contracts incorporate and fulfill the nondiscrimination provisions of §§ 202 and 203 of Executive Order 11246 and Department of Labor regulations implementing Executive Order 11246 (41 C.F.R. § 60-1.4(b)).;
- (8) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (65 Fed. Reg. 50121);
- (9) Executive Order 13798, Promoting Free Speech and Religious Liberty, and Office of Management and Budget, M-20-09 – Guidance Regarding Federal Grants and Executive Order 13798 (January 16, 2020); and
- (10) Any other applicable non-discrimination law(s).

II. CERTIFICATIONS

A. Certification Regarding Debarment and Suspension.

Instructions for Lower Tier Participant Certification

a. By submitting this proposal and accepting federal funding, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 C.F.R. Parts 180, 1200, and 1326.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 C.F.R. Parts 180, 1200, and 1326. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 C.F.R. Parts 180 and 1200.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective

lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -
Lower Tier Covered Transactions**

a. The prospective lower tier participant certifies, by execution of this **Exhibit I** to the Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any federal department or agency.

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

B. Certification Regarding Lobbying.

Seller shall submit the certification below to C Spire as required by 31 U.S.C. § 1352.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- (3) The undersigned will require that the language of this certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.
- (4) The undersigned will file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the undersigned pursuant to Paragraph (2) above.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C. § 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Signature Page to Follow]

By signing below, _____ (“Seller”) provides certifications, assurances, and representations for (1) the Certification Regarding Debarment and Suspension; and (2) the Certification Regarding Lobbying. In addition, Seller understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq.*, apply to this certification and disclosure, if any.

(SELLER)

By: _____

Witness: _____

Print Name and Authorized Agent Title

Print Name and Authorized Agent Title

Contacting Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____