

SITE SPECIFIC POWER PURCHASE AGREEMENT

This Site Specific Power Purchase Agreement (the “*Site Specific PPA*”) is made as of _____ (the “Effective Date”) by and between, Connecticut Green Bank (the “*Seller*”), a Connecticut quasi-public agency, with a principal place of business at 845 Brook Street, Rocky Hill, CT 06067, acting by _____, its _____, and the State of Connecticut, _____ (“*Client Agency*”), with a principal place of business at _____, acting by acting by _____, its _____, in accordance with and pursuant to the Master Agreement (as defined below). Seller and Client Agency may be collectively referred to as the “Parties” or individually as a “Party.”

WHEREAS, Seller and the State of Connecticut, Department of Administrative Services (“Buyer”) have entered into that certain Master Power Purchase Agreement dated [Date] (as may be amended, restated or otherwise modified from time to time, the “Master Agreement”);

WHEREAS, Client Agency has custody and control over that certain real property, together with all improvements, buildings, and other structures thereon, known as [____], being more particularly described in Schedule 2 attached hereto (the “*Property*”); and

WHEREAS, the Parties wish to enter into this Site Specific PPA pursuant to the terms of the Master Agreement to install the solar energy facility, being more particularly described in Schedule 1 attached hereto (the “*SEF*”) on the a portion of the Property, being more particularly described in Schedule 3 attached hereto (the “*Premises*”), which SEF will deliver Energy to the Client Agency and Property pursuant to the terms of the Master Agreement and this Site Specific PPA.

NOW THEREFORE, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. **Defined Terms**. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Master Agreement.
2. **Representations and Warranties**. Each Party represents and warrants to the other Party, as applicable, that: (a) it is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its formation; (b) the execution, delivery and performance of this Site Specific PPA are within its powers, have been duly authorized by all necessary action, do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Law applicable to it and do not require the consent of any third party; (c) this Site Specific PPA and each other document executed and delivered in accordance with this Site Specific PPA constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, subject to any bankruptcy, insolvency, reorganization and other Laws affecting creditors’ rights generally, and with regard to equitable remedies, the discretion of the applicable court; (d) it is acting for its own account, and has made its own independent decision to enter into this Site Specific PPA, and is not relying upon the advice or recommendations of the other Party in so doing; (e) it is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Site Specific PPA; (f) it has no knowledge of any facts or circumstances that could materially and adversely affect their respective ability to perform their obligations hereunder, (g) it understands that the other Party is not acting as a fiduciary for or an advisor to it or its Affiliates, and (h) it is not a utility, public utility or a public utility holding company and is not subject to regulation as a utility, public utility or a public utility holding company. Additionally, Client Agency represents and warrants to Seller that: (i) to its knowledge, there are no site conditions or construction requirements (including any Environmental Condition) that would increase the cost of installing the SEF or the Interconnection Equipment at the planned locations or increase any liabilities in connection with the SEF or the Interconnection Equipment; (ii) the information provided to Seller pursuant to this Site Specific

PPA as of the Effective Date is true and accurate in all material respects; (iii) it has the supervision, care and control of the Premises; (iv) no electricity generated by the SEF will be used to heat a swimming pool.

3. **Incorporation by Reference; General Obligations.**

- a. This Site Specific PPA, both in its form as an Exhibit and as a Final Exhibit, is incorporated into and made a part of the Master Agreement. The Master Agreement, this Site Specific PPA, the License associated with the Premises, and all documents incorporated therein shall be considered an Agreement and a single transaction and single agreement. Notwithstanding the forgoing, except as otherwise provided in this Site Specific PPA by specific reference, if any provision contained in this Site Specific PPA conflicts with any provision in Master Agreement, the provision contained in the Master Agreement shall govern and control.
- b. Client Agency shall assume toward the Seller all obligations and responsibilities which the Buyer, under the Master Agreement, has to the Seller, insofar as it is arising out of or associated with the SEF. Seller shall assume toward the Client Agency all obligations and responsibilities which the Seller, under the Master Agreement, has to the Buyer, insofar as it is arising out of or associated with the SEF. Client Agency shall have the benefit of all rights, remedies and redress against the Seller that the Buyer, under the Master Agreement, has against the Seller, insofar as it is arising out of or associated with the SEF. Seller shall have the benefit of all rights, remedies and redress against the Client Agency that the Seller, under the Master Agreement, has against the Buyer, insofar as it is arising out of or associated with the SEF.
- c. Client Agency acknowledges and represents to Seller that it has carefully examined and reviewed the Master Agreement and is familiar and satisfied with the provisions of the Master Agreement as it may have any effect upon Client Agency's rights or performance under this Site Specific PPA.

4. **Conditions Precedent.** The respective rights and obligations of the Parties under this Master PPA (subject to Section 2.4) are conditioned upon the satisfaction in full (or waiver by Seller) within three hundred and sixty-five (365) days after the Effective Date of (i) the receipt by Seller of final approval from Client Agency's Serving Utility to operate and interconnect the SEF, and (ii) the following:

- a. Seller shall have received financing sufficient to enable it to purchase, construct, operate and maintain the SEF as required by this Site Specific PPA on terms acceptable to the Seller in its sole discretion;
- b. Seller shall have obtained all Governmental Approvals and approvals from [The United Illuminating Company][The Connecticut Light and Power Company d/b/a Eversource] ("***Client Agency's Serving Utility***"), which approvals shall include conditions and terms satisfactory to Seller in its sole discretion, which discretion shall include the right to terminate this Site Specific PPA if capital improvements are required to be made as a condition to receiving an Interconnection Agreement from Client Agency's Serving Utility and such improvements exceed \$0.10/watt and/or are otherwise not economically acceptable to Seller;
- c. Seller shall have entered into an Interconnection Agreement with Client Agency's Serving Utility that qualifies under applicable net metering programs, under which any over-production of energy is carried as a credit on Client Agency's utility bill against later shortfalls in production of the SEF compared to Client Agency's electricity consumption; and
- d. Completion of a physical inspection of the Premises, including, if applicable, geotechnical work, and real estate due diligence to confirm the suitability of the Premises for the SEF.
- e. **Commencement of Term.** The term of this Site Specific PPA shall commence on the Effective Date.

5. **Energy Payment Rate.** For the Term of this Site Specific PPA, the applicable Energy payment rate in effect at the time of delivery to the Delivery Point of any Energy is detailed in Schedule 4 attached hereto and made part hereof (the “*Energy Payment Rate*”).

6. **License; Access to Premises.**
 - a. Subject to the approval by the Office of Policy and Management of a License Agreement Petition [for CDOT projects include: Subject to approval of FHWA pursuant to 23 CFR 710.405/Commissioner of Transportation pursuant to Conn. Gen. Stat. 13a-80a], Client Agency shall grant Seller a license that will run with the applicable Premises (substantially in the form of Exhibit B attached to the Master Agreement, the “*License*”) for access to, on, over, under and across such Premises for the purposes of (i) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the SEF; (ii) performing the Seller’s obligations and enforcing the Seller’s rights set forth in this Site Specific PPA; (iii) installing, using and maintaining electric lines and equipment, including inverters and meters, necessary to interconnect the SEF to Client Agency’s electric system at the Premises and/or to the utility’s electric distribution system or that otherwise may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the SEF; and (iv) solar use rights for the free passage of solar irradiation to the SEF. Seller shall notify Client Agency no less than 3 Business Days prior to entering the Premises, except in situations where there is imminent risk of damage to persons or property or otherwise requiring Emergency Repairs. Seller acknowledges that in the future, Client Agency may be obligated by a Controlling Entity to take actions that may negatively impact the Seller. Unless obligated by a Controlling Entity, Client Agency shall ensure that Seller’s rights under the License and Seller’s access to the Premises are preserved and protected and shall not unreasonably interfere with or permit any third parties to unreasonably interfere with such rights or access. In the event that a Controlling Entity requires Client Agency to take an action or fail to take actions, in each case that would materially and negatively effect the License, Seller shall be entitled to terminate this Site Specific PPA and obtain a Termination Payment from Client Agency or Buyer pursuant to Section 9.4 of the Master Agreement. Buyer agrees that Seller, subject to approval by Buyer, may record a memorandum of license in the land records respecting the License in form and substance reasonably acceptable to the Parties.

 - b. Seller shall provide Client Agency reasonable notice of all activities conducted by or on behalf of Seller on the Premises. During any such activities, Seller and its Representatives shall comply with Client Agency’s safety, insurance and security procedures (as may be reasonably promulgated from time to time), and Seller and its sub-contractors, agents, consultants and representatives shall conduct such activities in such a manner and such a time and day as to not unreasonably interfere with Client Agency’s activities. This requirement of access shall not be construed to confer a leasehold on the Seller. Seller shall promptly repair any damage done to the Premises as the result of any activities conducted by or on behalf of Seller on the Premises and return the affected portion of the Premises to its condition before such damage.

 - c. Notwithstanding any provision of Section 6(a) or 6(b), Seller shall have access to the Premises to effect Emergency Repairs of the Interconnection Equipment located on the Premises immediately upon, or as soon as practicable after, notice to Client Agency of the need for access.

7. **Construction Targets.** Commencing on the Effective Date, Seller shall develop the SEF in accordance with the following construction targets (each being a “*Construction Target*”):
 - a. issuance of a full notice to proceed by Seller to its general contractor and commencement of construction of the SEF by [_____]; and

- b. achievement of the Commercial Operation Date by [_____], but no later than the Guaranteed Commercial Operation Date.
8. **Construction Commencement Notice.** Seller shall coordinate with Client Agency a schedule mapping out permitting, approvals, project milestones and time frames prior to the start of construction activities of the SEF.
9. **Construction Completion Deadline.** If Commercial Operation of the SEF does not occur on or before [_____] (the “*Guaranteed Commercial Operation Date*”), subject to extension due to delays arising out of any Force Majeur events, any Buyer Acts, any Governmental Approvals or approvals from Client Agency’s Serving Utility (including the Interconnection Agreement), Client Agency shall have the right to terminate this Site Specific PPA by providing written notice to Seller at any time prior to the date upon which Commercial Operation is achieved.
10. **Construction Completion Notice; Notice of Commercial Operation.** Seller shall provide at least twenty (20) days’ prior written notice to Client Agency of the date on which it expects that the Commercial Operation Date will occur. Seller shall notify Client Agency when the SEF has achieved Commercial Operation (the “*Notice of Commercial Operation*”).
11. **Special Security Provisions.** Seller and its Representatives shall comply with the special security provisions of Client Agency set forth in Schedule 5 attached hereto and made part hereof.
12. **Notices.** All notices, requests, statements or payments will be made to the addresses and persons specified below. All notices, requests, statements or payments will be made in writing. Notices required to be in writing will be delivered by hand delivery, overnight delivery or regular, certified, or registered mail, return receipt requested. All notices shall be deemed to have been properly given or made upon the earliest to occur of: (a) actual delivery; (b) two (2) days after being sent by overnight courier service; (c) five (5) days after being deposited in the mail addressed as aforesaid; and (d) one (1) day after being sent by e-mail; provided that in the case of notice by e-mail such notice is followed promptly by the sending of the original of such notice by overnight courier service. A Party may change its address by providing notice of the same in accordance with the provisions of this section.

If to Client Agency:

[Address]

If to Seller:

Connecticut Green Bank
845 Brook Street
Rocky Hill, CT 06067
Attention: General Counsel

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, intending to be legally bound, Parties have signed this Site Specific PPA through their duly authorized representatives effective as of the Effective Date.

[CLIENT AGENCY]

By: _____
Name:
Title:

CONNECTICUT GREEN BANK

By: _____
Name:
Title:

SCHEDULE 1

SOLAR ENERGY FACILITY

The SEF shall consist of an approximately [____] installation estimated to generate [____] kWh in its first year in service (the “*Expected System Output*”), installed as a [ground mount / roof mount] system using [____] (or equivalent) racking and [____] (or equivalent) modules and [____] inverters. The SEF shall be interconnected electrically directly to the Delivery Point behind the meter installed on the Property by Client Agency’s Serving Utility.

SCHEDULE 2

DESCRIPTION OF PROPERTY

[Insert Legal Description]

SCHEDULE 3

DESCRIPTION OF PREMISES

The Premises shall be that portion of the Property on, under and over which the SEF shall be installed, being that approximate [____] square foot footprint shown in the figure below [and on the [____] Site Plan appearing on the following page], in addition to all portions of the Property where trenching, conduit, and metering equipment are required so as to connect the SEF to the Delivery Point.

SCHEDULE 4

ENERGY PAYMENT RATE

Cost of Electricity Per kWh for each year during the Term of this Site Specific PPA

	Energy Payment Rate
YEAR 1	
YEAR 2	
YEAR 3	
YEAR 4	
YEAR 5	
YEAR 6	
YEAR 7	
YEAR 8	
YEAR 9	
YEAR 10	
YEAR 11	
YEAR 12	
YEAR 13	
YEAR 14	
YEAR 15	
YEAR 16	
YEAR 17	
YEAR 18	
YEAR 19	
YEAR 20	

SCHEDULE 5

SPECIAL SECURITY PROVISIONS

[as required by each Client Agency – below of draft DOC and Bradley International Airport versions]

a) Security and/or Property Entrance Policies and Procedures

Seller shall adhere to established security or property entrance policies and procedures or both for each requesting Client Agency. It is the responsibility of Seller and any of its Representatives to understand and adhere to those policies and procedures prior to any attempt to enter any Client Agency Property for the purpose of carrying out the scope of work described in the Site Specific PPA.

b) Department of Correction Requirements for Contractors who Perform at a Correctional Facility

(1) Facility Admittance

- (A) Seller and any of its Representatives shall not allow any of their employees to enter the grounds of or any structures in any Department of Correction (“DOC”) facility (“Facility”) or undertake any part of the Performance unless the employees have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Facility.
- (B) Seller and any of its Representatives employees who seek admittance to a DOC Facility must first undergo a background check to confirm their eligibility to be admitted into the DOC Facility. Seller and any of its Representatives shall obtain from the DOC a form for each employee and complete and submit that form to DOC at least 10 business days prior to the date that the employee is scheduled to arrive at the DOC Facility for the Performance. Information on the form includes the following:
 - 1. Name
 - 2. Date of Birth
 - 3. Social Security Number
 - 4. Driver's License Number
 - 5. Physical Characteristics (such as age, height, weight, etc.)

(2) Official Working Rules

Seller and its Representatives shall adhere to the following Official Working Rules of the DOC:

- (A) Seller and any of its Representatives shall report to the Facility’s security front desk for sign-in, regardless of work location, immediately upon arrival at the Property.
- (B) Seller and any of its Representatives shall work under the observation of an assigned correctional officer or supervisor, who will provide escort for the duration of the work.

- (C) Seller and any of its Representatives shall not have any verbal or personal contact with any inmates.
- (D) Equipment must be checked daily and, when not in use, locked in a secure place as the Property officials may direct.
- (E) Hacksaws, blades and files will remain in the custody of the officer assigned, except when being used.
- (F) The correctional officials may refuse admittance to Seller or any of its Representatives for any cause or reason the correctional officials deem to be sufficient.
- (G) In the event of any emergency, Seller and any of its Representatives will be escorted outside the Property by correctional officials.
- (H) Seller and any of its Representatives shall address all questions pertaining to interruptions of service or to safety of the Property to the appropriate correctional official.
- (I) Work at the Property must be Performed between 8:00 a.m. and 12:00 Noon and between 12:30 p.m. and 4:30 p.m., the maximum allowable working day being 8 hours. The Contractor shall not perform any work at any Property on any Saturday, Sunday or Holiday, unless DOC determines, in its sole discretion, that there is an emergency.
- (J) Seller and any of its Representatives shall ensure that all equipment not in use, is secure to prevent use by inmates.
- (K) Seller and any of its Representatives shall supply to DOC a copy of all material safety data sheets for all products used in the process of construction, construction materials, and products brought onto the Property.
- (L) Seller and any of its Representatives shall sign out at the Property's security front desk prior to departure following completion of Performance.

(3) Rules Concerning Department of Correction Facilities

Seller and any of its Representatives shall adhere to the Facilities rules ("Facilities Rules") described in this section. At the time that Seller and any of its Representatives seek to enter a Property, DOC staff will present to them a document setting forth the following Facilities Rules and extracts of the laws governing the introduction and control of contraband. Seller and any of its Representatives shall read, understand and sign that document as a condition precedent to entering the Property and as evidence that they understand the consequences imposed for violating these Facilities Rules:

(A) Restricted Areas

All persons except DOC personnel, upon entering the grounds are restricted to the immediate area of their work assignment. In order to go to other areas, Seller and any of its Representatives shall first obtain written permission from the supervisory correctional official in charge. Only persons having official business will be admitted to construction sites.

(B) Inmates

There may be times when inmates may be working adjacent to or in the same area as Seller and any of its Representatives. All persons are prohibited from accepting or giving anything from and to an inmate. Inmates are accountable to DOC personnel only, no other person will have any conversation or dealings with inmates without the approval of the DOC supervisory official in charge.

(C) Vehicle Control

Seller and any of its Representatives entering upon the Property shall remove the ignition keys of their vehicle and lock the vehicle when they leave it for any reason. Seller and any of its Representatives shall ensure that all equipment in, on or around the vehicles is secured and inaccessible to anyone else while in the Property.

(D) Contraband

Seller and any of its Representatives shall not bring clothing or contraband into or onto the Property's grounds or leave clothing or contraband in a vehicle located on the grounds of the Property outside of an area designated by DOC personnel. Contraband is defined below and all persons are subject to these DOC Facilities Rules concerning contraband when on the Property's grounds.

Seller and any of its Representatives shall not introduce into or upon, take or send to or from, or attempt the same to or from, the grounds of the Property anything whatsoever without the knowledge of the Property supervisor.

“Contraband” means any tangible or intangible article whatsoever which DOC has not previously authorized and may include letters, stamps, tools, weapons, papers, floor implements, writing materials, messages (written and verbal), instruments and the like. Seller and its Representatives shall discuss any questions regarding such matters with the Property supervisor immediately upon those questions arising.

Cigarettes and Cell Phones are “contraband.” Accordingly, Seller and its Representatives shall leave them secured inside their locked vehicles in an area designated by DOC personnel.

Failure to comply with these Facilities Rules, in the sole determination of DOC, will result in the Contractor being removed from the Property.

(4) State Laws Governing Unauthorized Conveyance, Possession or Use of Items, Weapons and Certain Devices

(A) Unauthorized conveyance of certain items brought into the Property is governed by Conn. Gen. Stat. Sec. 53a-174, which provides as follows:

1. Any person not authorized by law who conveys or passes or causes to be conveyed or passed, into any correctional or humane institution or the grounds or buildings thereof, or to any inmate of such an institution who is outside the premises thereof and known to the person so conveying or passing or causing such convey or passing to be such an inmate, any controlled drug, as defined in section 21a-240, any intoxicating liquors, any firearm, weapon, dangerous instruments or explosives of any kind, any United States currency, or any rope, ladder or other instrument or device for use in making, attempting or aiding an escape, shall be guilty of a class D felony. [Penalty for a Class “D” felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed five (5) years.]The unauthorized conveying, passing, or possessing of any rope or ladder or other instrument or device, adapted for use in making or aiding an escape, into any such institution or the grounds or building thereof, shall be presumptive evidence that it was so conveyed, passed or possessed for such use.
2. Any person not authorized by law who conveys into any such institution any letter or other missive which is intend
3. ed for any person confined therein, or who conveys from within the enclosure to the outside of such institution any letter or other missive written or given by any person confined therein, shall be guilty of a class A misdemeanor. [Penalty for a Class "A" misdemeanor per Sec. 53a-36 subsection 1, the term is not to exceed one (1) year.]
4. Any person or visitor who enters or attempts to enter a correctional institution or Property by using a misleading or false name or title shall be guilty of a class A misdemeanor.

- (B) Possession of weapons or dangerous instruments in the Property is governed by Conn. Gen. Stat. Sec.53a-174a, which provides as follows:
1. A person is guilty of possession of a weapon or dangerous instrument in a correctional institution when, being an inmate of such institution, he knowingly makes, conveys from place to place or has in his possession or under his control any firearm, weapon dangerous instrument, explosive, or any other substance or thing designed to kill, injure or disable.
 2. Possession of a weapon or dangerous instrument in a correctional institution is a class B felony. [Penalty for a Class "B" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed twenty (20) years.]
- (C) Conveyance or use of electronic or wireless communication devices in the Property is governed by Conn. Gen. Stat. Sec. 53a-174b, which provides as follows:
1. A person is guilty of conveyance or use of an electronic wireless communication device in a correctional institution when such person, without authorization by the Commissioner of Correction or the commissioner's designee, (1) conveys or possesses with intent to convey an electronic wireless communication device to any inmate of a correctional institution while such inmate is in such institution, or (2) uses an electronic wireless communication device to take a photographic or digital image in a correctional institution.
 2. Conveyance or use of an electronic wireless communication device in a correctional institution is a Class A misdemeanor.

c) Badging Requirements for the Connecticut Airport Authority, Bradley International Airport (the Airport)

- (1) Seller and any of its Representatives must pass all standard security requirements (based on activity and location) and pass prescribed driver training before entering Bradley International Airport or engaging in any part of the Performance.
- (2) Seller and any of its Representatives shall not allow any of their employees to enter the Airport or undertake any part of the Performance unless the employees shall have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Airport. The security badge will be issued upon the successful completion of a ten year (10) criminal history records check, and Transportation Security Administration Security Threat Assessment and a training/testing program – all administered by Airport personnel. The cost per person is \$50. This charge is subject to change during the term of the Contract. Persons with felony convictions will be evaluated on an individual basis. The Client Agency may, at any time during the term of the Site Specific PPA and in its sole discretion, modify the criminal history records check, training, testing program, security and badge requirements. Seller and any of its Representatives shall comply with all such modifications.
- (3) Seller and any of its Representatives shall assign at least one individual, but no more than 3 individuals, to act as an Authorized Supervisor for the airport. Prior to starting Performance, Seller and any its Representatives shall direct the Authorized Supervisors to comply with all of the applicable terms and conditions of this schedule, including doing any and all things which the Authorized Supervisors deem to be necessary or appropriate to ensure full Performance.

- (4) Client Agency shall deliver to the Seller and any its Representatives a copy of the applicable requirements of all federal and state regulations governing aviation security activities prior to Seller and any of its Representatives starting Performance. Seller and any of its Representatives shall comply fully with all of those requirements and regulations and shall ensure the same for all of their employees who will perform in any way.
- (5) The duties of the Authorized Supervisor are to:
- (A) read, understand and follow fully all of the requirements of all federal and state regulations governing aviation security activities;
 - (B) notify the security badging office or BDL Airport Operations **immediately** of all employee terminations and transfers in writing, which may include via e-mail.
 - (C) return to the security badging office or BDL Airport Operations a termination form with the terminated or transferred employee's security badge along with all other security-related items that had been issued to the employee, including, but not limited to, keys, gate cards and ramp stickers, no later than twenty-four (24) hours after the effective date of the termination or transfer. If the Authorized Supervisor fails to return timely the badge or other security related-item, the Authorized Supervisor shall submit a termination form no later than one (1) week after the effective date of the termination or transfer, along with a written explanation detailing the course of action that has been taken towards retrieving the outstanding item(s);
 - (D) limit the distribution of security related information only to persons with valid, Bradley International Airport security badges and as requested by the Airport Security Coordinator (ASC) or designated representative ;
 - (E) not resign badging applications and complete the entire Authorized Supervisor section of the badging application for all Seller and its Representatives employees who will Perform under this Contract;
 - (F) report lost or stolen badges in writing immediately to the security badging office and/or Airport Operations on the standard lost/stolen security badge report.
- (6) Seller and any of its Representatives shall ensure that the Authorized Supervisors read, understand and follow all of their prescribed such regulations and requirements. Accordingly, prior to starting Performance, and as a condition precedent to any of Seller and its Representatives' employees being allowed to enter the Airport to Perform, Seller and any of its Representatives shall deliver to the Client Agency a document signed by the Authorized Supervisors in the following form:

BRADLEY INTERNATIONAL AIRPORT

AUTHORIZED SUPERVISOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF DUTIES

I, _____, the undersigned, with regard to _____ activities at Bradley International Airport (BDL), accept the assignment as an Authorized Supervisor under a certain Site Specific Power Purchase Agreement between _____ and the State of

Connecticut. I acknowledge and accept that as Authorized Supervisor under that Site Specific Power Purchase Agreement that my duties are to and I shall:

1. read, understand and follow fully all of the requirements of all federal and state regulations governing aviation security activities;
2. notify the security badging office or BDL Airport Operations **immediately** of all employee terminations and transfers in writing, which may include via e-mail.
3. return to the security badging office or BDL Airport Operations a termination form with the terminated or transferred employee's security badge along with all other security-related items that had been issued to the employee, including, but not limited to, keys, gate cards and ramp stickers, no later than twenty-four (24) hours after the effective date of the termination or transfer. If the Authorized Supervisor fails to return timely the badge or other security related-item, the Authorized Supervisor shall submit a termination form no later than one (1) week after the effective date of the termination or transfer, along with a written explanation detailing the course of action that has been taken towards retrieving the outstanding item(s) ;
4. limit the distribution of security related information only to persons with valid, Bradley International Airport security badges and as requested by the Airport Security Coordinator (ASC) or designated representative ;
5. not resign badging applications and complete the entire Authorized Supervisor section of the badging application for Seller and any of its Representatives who will Perform under this Contract; and
6. report lost or stolen badges in writing immediately to the security badging office and/or Airport Operations on the standard lost/stolen security badge report.

With my signature below I am verifying that I have received a copy of, and fully understand these requirements and my obligations and that I shall comply fully.

Company Name	Signature of Authorized Supervisor	Initials

Company Mailing Address	Print Full Name

City, State, Zip	Title

Phone Number(s)

Fax No.

E-Mail Address

- (7) Seller and any of its Representatives shall pay the Client Agency a fee of \$100 per unreturned badges for any terminated or transferred employee and reimburse the Client Agency, no later than thirty (30) days after receiving an invoice from the Client Agency, for any applicable federal or state amounts, penalties or both for which the Client Agency may be held responsible resulting from the Seller and any of its Representatives' failure to follow fully all of the applicable federal and State regulations and other requirements concerning aviation security activities, including, by way of example, but not by way of limitation, \$100 per unreturned badges for any terminated or transferred employee and up to \$11,000 per occurrence for an individual employee's failure to comply with security regulations (including, by way of example, but not by way of limitation, failure to properly display security badge or failure to control access through a controlled access door with a proximity card reader). If Seller and any of its Representatives fail to pay the fee or reimburse the Client Agency timely, the Client Agency may, in its sole discretion, demand, and the Seller and any of its Representatives shall, return all of the security badges for all of Seller's Representatives. Consequently, DAS shall, at the Client Agency's request, terminate the Site Specific PPA. DAS and the Client Agency will take into account such Termination as an indication of Seller and its Representatives' not being responsible in future leasing and contracting opportunities.

The Client Agency may suspend or terminate security privileges of individual employees pending investigation of any individual who is alleged to have violated any security regulations. Security privileges for the Contractor as an entity may also be suspended or terminated for failure to comply with all security regulations.