

**FOURTH AMENDMENT
TO
HARBOR DEVELOPMENT AGREEMENT**

This Fourth Amendment to Harbor Development Agreement (this “Fourth Amendment”) is made and entered into as of this 9th day of May, 2023 (the “Fourth Amendment Effective Date”), by and among the Connecticut Port Authority, a quasi-public agency of the State of Connecticut (the “Authority”), Gateway New London LLC, a Delaware limited liability company (“Gateway”) and Northeast Offshore LLC, a Delaware limited liability company (“NEO”).

WHEREAS, the Parties entered into that certain Harbor Development Agreement dated February 11, 2020 (the “HDA”), as amended by (i) that certain First Amendment to the HDA dated March 11, 2021 (the “First Amendment”), (ii) that certain Second Amendment to the HDA dated June 29, 2021 (the “Second Amendment”), (iii) that certain Third Amendment to the HDA dated May 22, 2022 (the “Third Amendment”, collectively referred to herein as the “Agreement”); and

WHEREAS, the Parties now desire to further amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the undersigned agrees as follows:

1.1 Capitalized Terms. All capitalized terms contained in this Fourth Amendment and not specifically defined herein, shall have the meaning provided to such terms in the Agreement.

A. “GMP Amendment 9” means a fully authorized and binding commitment (executed by the CMR) submitted to the Authority which amends the existing CMR construction contract (“CMR Contract”) to (i) establish an all in Guaranteed Maximum Price for the Project not to exceed \$249.1 million provided, further, a subsequent amendment to the CMR Contract is contemplated which shall contain a Guaranteed Maximum Price of \$272.5 million, subject to the receipt by the Authority for such full funding; (ii) adopt a new Project completion schedule matching **Schedule 2** hereto, (iii) establish a new Spend Curve in the form of **Exhibit Y** (showing detailed items for completion and order of work for the Combined Funding), which Spend Curve documents that the NEO 2023 Funding is sufficient to fund Project construction without interruption until the Authority 2023 Funding is paid into Escrow, and (v) does not add any other qualifications or conditions to the CMR Contract which qualifications or conditions are materially adverse to NEO.

B. “Authority 2023 Funding” means \$30.00 million as funded by the Authority pursuant to Sections 8.3(10) and 8.3(11) of the Agreement and Section 1.3 below. The Authority 2023 Funding will be paid to the Escrow Agent no later than August 31, 2023. In the event that the Authority funding is not so timely provided, that shall be deemed an event of Excess Costs under Sections 5.2.3, 5.2.4, 7.2, 8.4 and 15.1 of the Agreement. In the event that the Authority 2023 Funding is reduced to a lower amount, such lower actual amount of Authority 2023 Funding shall be used for reimbursement calculations under Section 8.1.5.

C. “Combined Funding” means the Authority 2023 Funding and the NEO 2023 Funding.

D. “Latent MAE Claims” means MAE Claims under Section 14.2 of the Agreement by NEO or its contractors arising out of the changes to the Delivery Dates listed in Item 17 of Schedule 2 attached hereto, from what was previously approved pursuant to HDA Amendment 3. Modification of such Delivery Dates resulted in phased completion of the Project, later completion of the Project, and a more complex logistical set-up and use of the site by NEO and its subcontractors. NEO agrees that the amount of Latent MAE Claims by NEO will be limited solely and exclusively to the costs NEO is charged by its wind turbine supplier, wind turbine installation service providers and related subcontractors for costs attributable to these changes in Schedule 2.

E. “MAE Claims” means MAE damages by NEO arising out of the failure of the Authority under Section 14.2 of the Agreement to achieve an item on the PCMPD. For clarity, all MAE claims are subject to reasonable supporting documentation by NEO and the other requirements of such Section 14.2.

F. “NEO 2023 Funding” means \$23.750 million as funded by NEO pursuant to Section 8.3(8) of the Agreement and Section 1.3 below. The NEO Funding shall be paid to the Escrow Agent no later than May 31, 2023.

G. “Site Completion Map” means the Site Completion Map a copy of which is attached hereto as **Exhibit X**.

H. “Spend Curve” means the Spend Curve attached as **Exhibit Y**.

I. “Sublease Fees” means any and all payments received by NEO with respect to the use of the Project including without limitation any sub-sublease rents, fees, reservation payments, reservation termination payments or similar amounts collected by NEO in connection with prospective or actual sub-sublease payments to NEO by third parties for use of the Project. All Sublease Fees shall be calculated on a net basis after deduction of all third-party costs and expenses incurred by NEO in connection with the generation of such Sublease Fees which outside costs and expenses shall be documented by reasonable supporting documentation by NEO at the time of payment of any Excess Sublease Fees (as defined below) to the Authority.

1.2 Amendments to Agreement.

A. Schedule 2 of the Agreement is hereby deleted in its entirety and the attached Schedule 2 shall be substituted in lieu thereof. Notwithstanding the foregoing, no Latent MAE Claims shall be deemed waived or diminished by any revision of a Milestone pursuant to this Fourth Amendment.

B. Items 17.a, 17.b, 17.c, 17.d, 17.e, 17.f, 17.g, and 17(h) of Schedule 2 attached hereto govern the completion of the Work and the hand-over of site control as follows:

(i) As to Items 17.a, 17.b, 17.c, 17.d, 17.e, 17.f, and 17.g of Schedule 2 attached here, Substantial Completion for each such portion of the Site shall only be deemed achieved if all construction activities are completed (other than Final Punch List Work, as defined below) and the CMR and any/all other contractors or subcontractors are demobilized

completely from the applicable portions of the Site, thereby permitting NEO and Gateway to occupy or utilize the Work for its intended use.

(ii) After achievement of each of Substantial Completion date listed under Item 17 of Schedule attached hereto, the CMR and associated contractors and subcontractors may, however, re-enter such portion of the Site as to which such Substantial Completion has been achieved from time to time for final punch list work (listed on a punch list and completion schedule delivered prior to Substantial Completion dates) (“Final Punch List Work”). No such entry for Final Punch List Work shall be allowed unless such Final Punch List Work:

(1) occurs after timely reasonable prior notice (not less than 24 hours) to NEO, Gateway and any NEO contractor occupying the requisite portion of the Site provided the Authority shall be provided with the email address for such contractor for purposes of such notice;

(2) does not materially and adversely interfere with the operations of NEO, Gateway or any NEO contractor occupying requisite portion or portions of the Site; and

(3) is in accordance with all then applicable port operations, safety and security requirements, applicable law, and good industry practice.

(iii) By not later than the Item 17.g deadline, the CMR and all associated contractors and subcontractors shall fully demobilize and remove themselves and all equipment from the entire Site except as to the Final Punch List Work and only as to mutually agreeable equipment and locations for such equipment on the Site.

(iv) By not later than the Item 17.h deadline, the CPA shall deliver to all parties a written certification pursuant to the terms of Section 5.5.

C. Section 8.1.5 of the Agreement is deleted in its entirety and the following is substituted in lieu thereof

“8.1.5 NEO Sharing of Sublease Fees.

(a) The Sublease Agreement shall provide that NEO shall share with the Authority a portion of any Sublease Fees, except as otherwise set forth in Section 8.4.4, in the following sequence and proportions:

- i. First, to NEO, to reimburse NEO until all Base Rent for the applicable lease year is reduced to zero, with all such Sublease Fees remaining being “Excess Sublease Fees”, then;
- ii. Second, to NEO, to reimburse NEO for all Allowed NEO Funding in respect of Excess Costs under Sections 5.2.3 and 5.2.4 (i.e. in addition to the NEO 2023 Funding) until such Allowed NEO Funding is reduced to zero, then;

- iii. Third to NEO, to reimburse NEO for the MAE Claims, until such MAE Claims are reduced to zero, then;
- iv. Fourth, to NEO, 90% of any remaining Excess Sublease Fees to reimburse NEO for the NEO 2023 Funding, until the NEO 2023 Funding is reduced to zero, then;
- v. Fifth, to the Authority, 100% of any remaining Excess Sublease Fees, to reimburse the Authority for the Authority 2023 Funding, until the Authority 2023 Funding is reduced to zero, then;
- vi. Sixth, all remaining Excess Sublease Fees to the Authority and NEO, respectively, in proportion to the NEO Project Capital Costs and the Authority Project Capital Costs incurred by each Party under the Agreement; provided, for purposes of the Agreement, and assuming all funding as set forth above, the Parties agree that the NEO Project Capital Costs shall be \$52,500,000 and the Authority Project Capital Costs shall be \$203,000,000 resulting in a sharing of Excess Sublease Fees of 79.5% to the Authority and 20.5% to NEO.

(b) In the event that either (i) Excess Costs arise under Sections 5.2.3 through 5.2.6, inclusive, or (ii) NEO does not recover its NEO 2023 Funding with Sublease Fees under Section 8.1.5 (b) above, then, in addition to the remedies set forth in such Sections 5.2.3 through 5.2.6, inclusive, NEO shall have the right to fund all or such portion of such unfunded Excess Costs and to deduct the full amount thereof (together with any unrecovered NEO 2023 Funding amounts) from all rent payments otherwise due to the Authority under the Sublease until such Excess Costs (together with any unrecovered NEO 2023 Funding amounts) are recovered in full.

D. Section 8.3 of the Agreement is deleted in its entirety and the following is substituted in lieu thereof

“Funding to Escrow Agent for the Work will be made by NEO and the Authority in the following sequence (but in all events after the Fourth Amendment Effective Date), and payment of the related costs thereof by Escrow Agent will be made in the following sequence as Budgeted Costs are incurred, in conformance to the PCMPD and subject to the terms and conditions contained herein:

| Funding Party | Funding Amount (Millions) | Total Funding Amount (Millions) | Funding Status | Funding Type |
|-----------------------------------|---------------------------|---------------------------------|--------------------------------------|-------------------------------------|
| 1. NEO | \$2.5 | \$2.5 | Fully funded | Private |
| 2. Authority | \$22.5 | \$25.0 | Fully funded | Private (DWW Funding Commitment) |
| 3. Authority | \$25.5 | \$50.5 | Fully funded | Public |
| 4. Authority | \$30 | \$80.5 | Fully funded | Public |
| 5. Authority | \$55 | \$135.5 | Fully funded | Public |
| 6. NEO | \$52.5 | \$188.0 | Fully funded | Private |
| 7. Authority | \$50 | \$238.0 | Fully Funded | Public |
| 8. Authority | \$20 | \$258.0 | Fully Funded | Public |
| 9. NEO | \$23.75 | \$281.75 | NEO to fund May 31, 2023 | Private |
| 10. Authority | \$23.4 | \$305.15 | Authority to Fund by August 31, 2023 | Public |
| 11. Authority (Owner contingency) | \$6.6 | \$311.75 | Authority to Fund by August 31, 2023 | Public |

E. Section 15.1 of the Agreement is revised by the addition thereto of a new subsection (iv) thereto to read as follows:

“or (iv) the failure to fund the Authority 2023 Funding.”

F. Renewal Term Rent. The second paragraph of Section 2.3.1(b) of Agreement Annex D is deleted in its entirety and the following is substituted in lieu thereof:

Rent for the Renewal Term shall be the amount calculated by multiplying \$3.0 Million Dollars by a fraction, the numerator of which is the Consumer Price Index

of the Bureau of Labor Statistics of the United States Department of Labor for all Urban Consumers, Northeast Region (“CPI”) most recently issued as of twelve (12) months prior to the end of the initial Term and the denominator of which is the CPI as of the Occupancy Date. No other changes to this Sublease Agreement, except for the Adjusted Rent (hereinafter defined), are contemplated during the Renewal Term.

1.3 Disbursement of NEO 2023 Funding. Notwithstanding any other provision of Agreement as amended by this Fourth Amendment or the Escrow Agreement and except as Exhibit Y may be revised by the mutual agreement of each of NEO and the Authority from time to time: (a) disbursement of the 2023 NEO Funding shall be solely limited to the line items expressly shown on the Spend Curve attached as Exhibit Y; (b) the NEO 2023 Funding shall be disbursed from escrow only in accordance with separate requisitions consistent with Exhibit Y and Schedule 2, and (c) without limiting any other rights of NEO under the Escrow Agreement, if NEO reasonably determines at any time prior to the funding of the Authority 2023 Funding that such funding by the Authority may be unavailable, NEO shall be entitled to direct that the Escrow Agent cease disbursement of the NEO 2023 Funding.

1.4 NEO, as to the NEO Parties, and the Authority, as to the CPA Parties, represent that no action, lawsuit arbitration, or other legal action or proceeding has been commenced against any of the NEO Parties and/or CPA Parties, as applicable, nor has any complaint been filed with any federal, state, or local agency against any of the NEO Parties and/or CPA Parties, as applicable.

1.5 Effective Date. This Fourth Amendment shall be effective as of the Fourth Amendment Effective Date.

1.6 Ratification of Agreement. Except as specifically modified in this Fourth Amendment, the Agreement shall be and remain in full force and effect and is hereby ratified by the Parties. To the extent that this Fourth Amendment is inconsistent or conflicts with any of the provisions of the Agreement, this Fourth Amendment shall control and supersede the Agreement with respect to the subject matter hereof.

1.7 Expenses. Each Party shall pay its own expenses in connection with the negotiation, preparation and execution of this Fourth Amendment and any and all other documents relating to the transactions contemplated hereby.

1.8 Amendments. This Fourth Amendment shall not be amended, changed, modified, or altered without the concurring written consent of the Parties hereto.

1.9 Signatures & Counterparts. This Fourth Amendment may be executed in one or more counterparts, all of which together shall constitute one and the same agreement. Any counterpart may be executed by facsimile signature and such facsimile signature shall be deemed an original.

1.10 Funding. All funding required under this Fourth Amendment shall be made in accordance with the wring instructions of the Escrow Agreement Dated March __ 2020, a copy of which instructions are attached as Exhibit __.

1.11 Governing Law. This Fourth Amendment shall be governed, construed and enforced in accordance with the laws of the State of Connecticut (without giving effect to principles of conflicts of laws thereof).

1.12 Merger. This Fourth Amendment together with the Agreement represents the entire agreement among the Parties relating to the subject matter hereof. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter hereof, not expressly set forth herein, are of no force or effect.

1.13 Certifications & Requirements.

A. Nondiscrimination. A contract for a quasi-public agency project shall include a nondiscrimination affirmation provision in the contract certifying that the contractor understands their duties required under sections 4a-60 and 4a-60a of the Connecticut General Statutes. Pursuant to sections 4a-60 and 4a-60a of the Connecticut General Statutes, Gateway and NEO, for themselves and their authorized signatories of this Agreement, affirm that they understand the obligations, and shall comply with, of said section 4a-60 and 4a-60a of the Connecticut General Statutes and that they will maintain a policy for the duration of the Agreement to assure that the Agreement will be performed in compliance with the nondiscrimination requirements of such sections. Gateway and NEO and their authorized signatories of this Agreement demonstrate their understanding of this obligation by either (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if Gateway and NEO understand their obligations under such sections, or (B) initialing this nondiscrimination affirmation in the following box: .


B. Campaign Contribution Restriction. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, Gateway and NEO represent that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform their principals of the contents of the notice. In addition, Gateway and NEO have executed a document entitled "OPM Form 1" and said document is attached hereto and made a part of this Agreement as "Attachment 1".

C. Consulting Agreements Representations. No quasi-public agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless such contract contains the representations described in section 4a-81 of the Connecticut General Statutes. Pursuant to section 4a-81 of the Connecticut General Statutes, Gateway and NEO represent that they have not entered into any consulting agreements in connection with this Agreement, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10

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B. Campaign Contribution Restriction. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, Gateway and NEO represent that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform their principals of the contents of the notice. In addition, Gateway and NEO have executed a document entitled "OPM Form 1" and said document is attached hereto and made a part of this Agreement as "Attachment 1".

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1.13 Certifications & Requirements.

A. Nondiscrimination. A contract for a quasi-public agency project shall include a nondiscrimination affirmation provision in the contract certifying that the contractor understands their duties required under sections 4a-60 and 4a-60a of the Connecticut General Statutes. Pursuant to sections 4a-60 and 4a-60a of the Connecticut General Statutes, Gateway and NEO, for themselves and their authorized signatories of this Agreement, affirm that they understand the obligations, and shall comply with, of said section 4a-60 and 4a-60a of the Connecticut General Statutes and that they will maintain a policy for the duration of the Agreement to assure that the Agreement will be performed in compliance with the nondiscrimination requirements of such sections. Gateway and NEO and their authorized signatories of this Agreement demonstrate their understanding of this obligation by either (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if Gateway and NEO understand their obligations under such sections, or (B) initialing this nondiscrimination affirmation in the following box: 

B. Campaign Contribution Restriction. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, Gateway and NEO represent that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform their principals of the contents of the notice. In addition, Gateway and NEO have executed a document entitled "OPM Form 1" and said document is attached hereto and made a part of this Agreement as "Attachment 1".

C. Consulting Agreements Representations. No quasi-public agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless such contract contains the representations described in section 4a-81 of the Connecticut General Statutes. Pursuant to section 4a-81 of the Connecticut General Statutes, Gateway and NEO represent that they have not entered into any consulting agreements in connection with this Agreement, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10

firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

E. Iran Energy Investment Certification. No quasi-public agency shall enter into any large state contract or amend or renew any such contract with any entity unless such contract contains the described certification in section 4-252a of the Connecticut General Statutes. Pursuant to section 4-252a of the Connecticut General Statutes, Gateway and NEO certify that they have not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and have not increased or renewed such investment on or after said date. (b) If Gateway and NEO make a good faith effort to determine whether they have made an investment described in subsection (a) of this section shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A “good faith effort” for purposes of this subsection includes a determination that Gateway and NEO are not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Agreement.

F. Summary of Ethics Law. No quasi-public agency shall enter into a large state construction or procurement contract unless the requirements described in section 1-101qq of the Connecticut General Statutes are met. Pursuant to section 1-101qq of the Connecticut General Statutes, the Authority has provided to Gateway and NEO the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Agreement as if the summary had been fully set forth in this Agreement. Additionally, pursuant to section 1-101qq of the Connecticut General Statutes, (a) Gateway and NEO represent that the chief executive officer or authorized signatories of the Agreement and all key employees of such officer or signatories have read and understood the summary and agree to comply with the provisions of state ethics law; (b) prior to entering into a contract with any subcontractors or consultants, Gateway and NEO shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (c) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (d) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the Agreement terms.

G. Access to Data for State Auditors. Any contract between a state contracting agency and a contractor that is entered into, renewed, or amended on or after October 1, 2021 requires notice described in section 4e-72 of the Connecticut General Statutes. Pursuant to section 4e-72 of the Connecticut General Statutes, Gateway and NEO shall provide to the Authority access to any data, as defined in Connecticut General Statute §4e-1, concerning the Agreement and the Authority, that are in the possession or control of Gateway and/or NEO upon

demand, and shall provide the data to the Authority in a format prescribed by the Authority or its agents and the State Auditors of Public Accounts at no additional cost.

H. State Contracting Standards Board Requirements. All State contracts of each state contracting agency that take effect on or after June 1, 2010 are subject to the State Contracting Board Requirements as described in section 4e-14 of the Connecticut General Statutes. Pursuant to section 4e-14 of the Connecticut General Statutes, this Agreement is subject to the provisions and requirements of the State Contracting Standards Board, including without limitation, ensuring accountability, transparency, and results-based outcomes, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth in it.

I. Executive Orders. The Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services. If Executive Order No. 14 is applicable, it is deemed to be incorporated into and made a part of the Agreement as if it had been fully set forth in it. At Gateway and/or NEO's request, the Authority shall provide a copy of these orders to each.

J. Whistleblower Protection. Each contract between a state or quasi-public agency and a large state contractor as described in section 4-61dd of the Connecticut General Statutes, provides for penalties regarding retaliatory actions against its personnel as set forth in section 4-61dd(h) of the Connecticut General Statutes. If an officer, employee or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) or subdivision (1) of subsection (e) of section 4-61dd of the Connecticut General Statutes, the contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi-public agency may request the Attorney General to bring a civil action in the superior court for the judicial district of Hartford to seek imposition and recovery of such civil penalty. Additionally, pursuant to subsection (i) of section 4-61dd of the Connecticut General Statutes, each state agency or quasi-public agency shall post a notice of the provisions of this section relating to state employees and quasi-public agency employees in a conspicuous place that is readily available for viewing by employees of such agency or quasi-public agency; and each large state contractor shall post a notice of the provisions of this section relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.

products and services. If Executive Order No. 14 is applicable, it is deemed to be incorporated into and made a part of the Agreement as if it had been fully set forth in it. At Gateway and/or NEO's request, the Authority shall provide a copy of these orders to each.

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IN WITNESS WHEREOF, the Parties hereto have caused this Fourth Amendment to be executed as of the day and year first above written.

CONNECTICUT PORT AUTHORITY

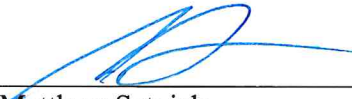
By: 
Name: Ulysses B. Hammond
Title: Interim Executive Director

IN WITNESS WHEREOF, the Parties hereto have caused this Fourth Amendment to be executed as of the day and year first above written.

CONNECTICUT PORT AUTHORITY

By: _____
Name: Ulysses B. Hammond
Title: Interim Executive Director

GATEWAY NEW LONDON LLC

By:  _____
Name: Matthew Satnick
Title: Authorized Representative

NORTHEAST OFFSHORE LLC

By: _____
Name: Michael J. Ausere
Title: Authorized Representative

By: _____
Name:
Title: Authorized Representative

Attachments:

- Schedule 2**
- Exhibit X – Site Completion Map**
- Exhibit Y – Spend Curve (showing detailed items for completion order of work)**
- Attachment 1 – OPM Form 1**
- Attachment 2 – SEEC State Contractor Notice**

IN WITNESS WHEREOF, the Parties hereto have caused this Fourth Amendment to be executed as of the day and year first above written.

CONNECTICUT PORT AUTHORITY

By: _____
Name: Ulysses B. Hammond
Title: Interim Executive Director

GATEWAY NEW LONDON LLC

By: _____
Name: Matthew Satnick
Title: Authorized Representative

NORTHEAST OFFSHORE LLC

By: MIKE AUSERE'
Name: Michael J. Ausere
Title: Authorized Representative

By: Paul Murphy
Name:
Title: Authorized Representative

Attachments:

- Schedule 2**
- Exhibit X – Site Completion Map**
- Exhibit Y – Spend Curve (showing detailed items for completion order of work)**
- Attachment 1 – OPM Form 1**
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SCHEDULE 2 TO HARBOR DEVELOPMENT AGREEMENT
PROJECT CONDITIONS AND MILESTONE PERFORMANCE DATES (PCMPD)

| Item Number | Item Name | Item Description | Deadline | Extend for Force Majeure? |
|-------------|--|---|---------------|---------------------------|
| 1 | M&N Contract Amendment | Execution and Delivery of amendment of M&N contract for State control. | completed | No |
| 2 | Confirmation of CPA good title | NEO confirmation of good title transfer from CT DOT to CPA. | completed | No |
| 3 | Abutter Parcels | Resolution of abutter parcel issues, including NECR lease. | completed | No |
| 4 | Additional bonding authority | CPA receives legislative authority and bonding commission action to bond \$60 million in addition to \$25.5 million of bonded funds already available; CPA confirms \$30 million of such \$60 million has been specifically allocated to the Project. | completed | No |
| 5 | 408 De-Authorization | Confirmation that CWA Section 408 de-authorization is complete. | completed | No |
| 6 | Stormwater Permit Issuance | Approval by CT DEEP of the Construction General Stormwater Permit. | completed | No |
| 7 | Updated Cost Estimate | 60% design and estimates will be delivered by M&N by 7/29/20. 3 rd Party review and reconciliation will be completed per this milestone. | completed | No |
| 8 | Phase 2 Permits Issued | Phase 2 approvals issued by CT DEEP and USACE. | completed | No |
| 9 | | <i>Intentionally left blank</i> | | |
| 10 | <i>"EPC Bids are too high"</i> process (Sec 5.2) | Binding proposal to establish Final GMP submitted by CMR, valid, at a minimum, until the date on which the Authority 2023 Funding is received. | completed | No |
| 10a | Establishment of Final GMP | Authority executes contract amendment with CMR to establish the Final GMP as noted in Milestone 10. | July 31, 2023 | |
| 11 | Item 5 and 6 escrow funding | Funding due to escrow agent by both Parties in accordance with HDA Section 8.3, items 5 and 6. | completed | |
| 11a | Item 7 escrow funding | Funding due to escrow agent by CPA in accordance with HDA Section 8.3, item 7. | completed | |

SCHEDULE 2 TO HARBOR DEVELOPMENT AGREEMENT
PROJECT CONDITIONS AND MILESTONE PERFORMANCE DATES (PCMPD)

| Item Number | Item Name | Item Description | Deadline | Extend for Force Majeure? |
|-------------|--|--|-------------------------------|---|
| 12 | Construction Contract Executed by CPA | Execution of CMR contract between CMR and Authority | completed | No |
| 13 | Construction Commencement | "Construction NTP" issued to CMR by Authority under CMR contract | completed | Yes |
| 14 | | <i>Intentionally left blank</i> | | |
| 15 | CPA construction funding shortfall | CPA Failure to pay Excess Costs pursuant to Section 8.4. | varies | Yes, for CPA time to cure, but not for CPA funding obligation |
| 16 | | <i>Intentionally left blank</i> | | |
| 17 | Delivery Dates – Refer to Exhibit X (Site Completion Map) for an illustration of areas described in Milestones 17a. through g. | | | |
| a. | Substantial Completion Milestone A-1 | Northeast Bulkhead and associated Heavy Lift Platform, and a portion of the Northeast Annex. | completed (February 28, 2023) | N/A |
| b. | Substantial Completion Milestone A-2 | Uplands/CVRR/Central Wharf North/RR Parcel Areas. The southern edge of Central Wharf North is parallel to the South Wall and located 710.5 feet north of the South Wall. | completed (April 21, 2023) | N/A |
| c. | Substantial Completion Milestone A-3 | Expansion of Central Wharf Area including (i) western portion of Northeast Annex previously utilized for the treatment plant and (ii) area extending south to the construction activities Transport Corridor adjacent to South Wall anchor wall and commissioning of high mast lights. | June 2, 2023 | Yes |
| d. | Substantial Complete Milestone A-4 | Remainder of Northeast Annex , including a 330-ft long continuous access corridor along the eastern edge of State Pier as further illustrated in the figure inserted below. | July 28, 2023 | Yes |
| e. | Substantial Completion Milestone A-5 | State Pier (SP) Heavy Lift Platform. | September 30, 2023 | Yes |

**SCHEDULE 2 TO HARBOR DEVELOPMENT AGREEMENT
PROJECT CONDITIONS AND MILESTONE PERFORMANCE DATES (PCMPD)**

| Item Number | Item Name | Item Description | Deadline | Extend for Force Majeure? |
|--------------------|---------------------------------------|--|-------------------|----------------------------------|
| f. | Substantial Completions Milestone A-6 | Transport corridor area between State Pier and the southern portion of Central Wharf, and the remaining portion of Central Wharf area except for a 109-ft wide transport corridor directly adjacent to the South Wall. | October 31, 2023 | Yes |
| g. | Substantial Completion A-7 | All remaining areas, including the balance of State Pier Combi-Wall/Toe-Wall, Fenders and Bollards, South Wall, all remaining areas previously identified as transportation corridors, Dredging of Installation Berth and Commissioning the balance of Electrical Equipment including Shore to Ship Cavotec Equipment. | December 22, 2023 | Yes |
| h. | Final Acceptance | Receipt by the Parties of written certification from the Construction Manager, Engineer of Record and Construction Administrator (CA) that all Work has been completed, pursuant to Section 5.5. | January 31, 2024 | Yes |

Substantial Completion Milestone A-4 Continuous Access Corridor



Attachment 1

OPM Form 1



STATE OF CONNECTICUT
CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a bid or proposal or a non-competitive contract with a value of \$50,000 or more, pursuant to C.G.S. § 9-612.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of submission of your bid or proposal (if no bid or proposal- submit this completed form with the earliest submittal of any document to the state or quasi-public agency prior to the execution of the contract), and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier.

Check One:

- Initial Certification
Updated Certification because of change of information contained in the most recently filed certification

CAMPAIGN CONTRIBUTION CERTIFICATION:

I certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of subparagraph (A) or (B) of subdivision (2) of subsection (f) of Section 9-612 of the General Statutes, without mitigating circumstances having been found to exist concerning such violation. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.

All Campaign Contributions on behalf of any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidate, for a period of four years prior to signing the contract or date of the response to the bid, whichever is longer, include:

Table with 5 columns: Contribution Date, Name of Contributor, Recipient, Value, Description. Includes multiple empty rows for data entry.

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

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20____.

Commissioner of the Superior Court (or Notary Public)

_____ **My Commission Expires**





STATE OF CONNECTICUT CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a bid or proposal or a non-competitive contract with a value of \$50,000 or more, pursuant to C.G.S. § 9-612.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of submission of your bid or proposal (if no bid or proposal- submit this completed form with the earliest submittal of any document to the state or quasi-public agency prior to the execution of the contract), and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier.

Check One:



Initial Certification



Updated Certification because of change of information contained in the most recently filed certification

CAMPAIGN CONTRIBUTION CERTIFICATION:

I certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of subparagraph (A) or (B) of subdivision (2) of subsection (f) of Section 9-612 of the General Statutes, without mitigating circumstances having been found to exist concerning such violation. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.

All Campaign Contributions on behalf of any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidate, for a period of four years prior to signing the contract or date of the response to the bid, whichever is longer, include:

| <u>Contribution Date</u> | <u>Name of Contributor</u> | <u>Recipient</u> | <u>Value</u> | <u>Description</u> |
|--------------------------|----------------------------|------------------|--------------|--------------------|
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Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Gateway New London LLC

Printed Contractor Name

Matthew Satnick, Authorized Representative

Printed Name of Authorized Official



Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20____.

Commissioner of the Superior Court (or Notary Public)

_____ **My Commission Expires**

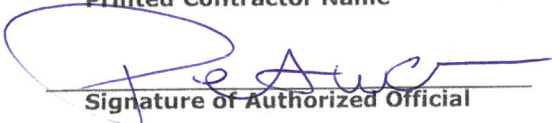
Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

North East Offshore, LLC

Printed Contractor Name

Peter Allen

Printed Name of Authorized Official


Signature of Authorized Official

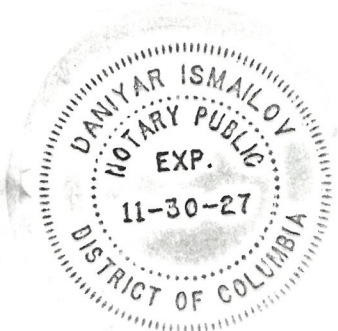
Subscribed and acknowledged before me this 23 day of August, 2023.

 08/23/2023
Commissioner of the Superior Court (or Notary Public)

11/30/2027 My Commission Expires



DANIYAR ISMAILOV
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires November 30, 2027



Attachment 2



CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION
Rev. 01/22
Page 1 of 3

Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

Please note: A copy of, or a hyperlink to, the electronic version of this notice must be provided in the bid specifications or requests for proposals for a state contract. Notice of the contribution certification requirements detailed below must also be given. No state agency or quasi-public agency shall execute a state contract unless such contract contains a representation that the chief executive officer or authorized signatory of the contract has received such notice and the written certifications have been provided by the state contractor.

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

CERTIFICATION REQUIREMENT

A state contractor or prospective state contractor submitting a bid or proposal for a state contract must disclose on the certification form (typically OPM Form 1,) all contributions made by any of its principals to any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for the benefit of such candidates *for a period of four years prior* to the signing of the contract or date of the response to the bid, whichever is longer, and certify that all contributions have been disclosed.

Furthermore, a state contractor or prospective state contractor submitting a bid or proposal for a state contract shall certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, *in the previous four years*, that were determined by the State Elections Enforcement Commission to be in violation of General Statutes § 9-612, without mitigating circumstances being found.

Each certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.

For further information on the notice and certifications, and to find answers to many questions raised by this notice, please see the Frequently Asked Questions – State Contractors section of the Commission's website at <https://seec.ct.gov/Portal/SCCB/FAQs>.



PENALTIES FOR VIOLATIONS

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

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

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

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

Additional information about state contractors campaign finance limitations may be found on the website of the State Elections Enforcement Commission, <https://portal.ct.gov/seec>. Click on the link to “State Contractor and Lobbyist Provisions.”

DEFINITIONS

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

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

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

**DEFINITIONS (CONTINUED)**

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

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

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

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

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

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

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