



any official or employee of an Authority to expedite or secure the performance of routine Authority actions; and (iii) neither it nor any owner, partner, officer, director or employee of Seller or of its Affiliates (collectively, Representatives is an official or employee of any Authority. Seller will notify Purchaser in writing prior to any Representative becoming an official or employee of an Authority, and such individual will not perform Services without h prior written consent.

(c) <u>Debarment</u>. Seller covenants, represents and warrants that neither it, nor any of its Affiliates or their respective agents, subcontractors, or employees performing Services are or have within the past five (5) years been (i) Debarred, Disqualified, or Excluded, (ii

