



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Park Strategies, LLC  
101 Park Avenue  
Suite 2506  
New York, New York 10178  
(212) 883 - 5608

Anthony Cancellieri, Alfonse D'Amato, Armand D'Amato, Christopher D'Amato, Fred Hiffa, Jeffrey Lovell, Robert McBride, William McGahay, Ryan Moses, Megan Osika, David Poleto, Joseph Rossi, John Zagame.

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

New York State (Joint Commission on Public Ethics)  
New York City (Lobbying Bureau - Office of the City Clerk)  
United States Senate (Secretary of the Senate)  
United States House of Representatives (Clerk of the House)  
Nassau County (Office of the County Attorney)  
Suffolk County (Clerk of the Legislature)

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

Please see our response in the attached below.

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

Please see our response in the attached below.

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

Office of the Nassau County Executive, Office of the Nassau County Comptroller, Office of the Nassau County Attorney, Nassau County Legislature, Nassau County Department of Public Works, Nassau County Health Department, Nassau University Medical Center/Nassau Health Care Corporation, Nassau County Office of Shared Services, Nassau County Traffic & Parking Violations Bureau, Nassau County Planning Department, Nassau County Department of Information Technology, Nassau County Interim Finance Authority, Nassau County Probation Department, and Nassau County 10th Judicial District.

Item 3 (Page 2, continued)

Altria Client Services, Inc. and its affiliates (DCI Group AZ, LLC): 2340 East Beardsley Road, Suite 100, Phoenix, AZ 85024 (602) 387-8000

Best LED Group: 1300 Veterans Highway, Suite 150, Hauppauge, NY 11788 (631) 630-5412

Gannett Fleming Engineers & Architects, P.C.: P.O. Box 87100, Harrisburg, PA 17106-7100 (717) 763-7211

Good Energy, L.P.: 232 Madison Avenue, New York, NY 10016 (212) 792-0222

Harbor Tide Corp.: 4 Dogwood Lane, Lloyd Harbor, NY 11743 (631) 742-4625

Microsoft Corporation: 901 K Street NW, Washington D.C. 20001 (202) 263-5900

Nassau Events Center, LLC: 1 MetroTech Center, Brooklyn, NY 11201 (718) 923-8400.

Nassau Health Care Corporation: 2201 Hempstead Turnpike, East Meadow, NY 11445 (516) 572-0123

Nassau Regional Off-Track Betting Corporation: 139 Liberty Avenue, Mineola, NY 11501 (516) 572-2800

National MedTrans, LLC: 992 South Second Street, Ronkonkoma, NY 11779 (631) 389-2098

NextEra Energy Resources, LLC: 700 Universe Boulevard, Fed/JB Juno Beach, FL 33408 (561) 694-3479

Nokia Corporation: 1100 New York Avenue N.W. Suite 705, Tower West, Washington D.C. 20005 (202) 312-5913

Oxygen Finance Americas, Inc.: 9901 Brodi Lane Suite 160 #304 Austin TX 78748 (212) 883-5608

Renaissance Downtowns Urban Holdings, LLC: 9 Gerhard Road, Plainview, NY 11803 (516) 433-9000

Roth Industries, Inc.: 268 Bellew Avenue South, Watertown, NY 13601 (315) 755-1011

South Nassau Communities Hospital: One Healthy Way Oceanside, NY 11572 (516) 632-3093

TransDev Services, Inc.: 720 E. Butterfield Road, Suite 300, Lombard, IL 60148 (630) 382-2388

Triad Group, LLC: 185 Jordan Road Troy, NY 12180 (800) 337-7419

Universal Management Technology Solutions, Inc.: 10 Liberty Street, Suite 30E, New York, NY 10005 (526) 780-1466

Item 4 (Page 2, continued)

Altria Client Services, Inc. and its affiliates (DCI Group AZ, LLC): facilitate meetings with County representatives to receive local support for state legislation pertaining to litigation bonds.

Best LED Group: facilitate meetings with County representatives to discuss energy efficient LED street lighting.

Gannett Fleming Engineers & Architects, P.C.: facilitate meetings with County representatives to discuss sewer, water, and transportation infrastructure needs and services.

Good Energy, L.P.: facilitate meetings with County representatives to discuss natural gas and energy.

Harbor Tide Corp.: facilitate meetings with County representatives to implement the adoption of proprietary 'Pleasantville' software to manage the probation caseload in Nassau County.

Microsoft Corporation: facilitate meetings with County representatives regarding the provision of software and information technology services.

Nassau Events Center, LLC: facilitate meetings with County representatives and County legislators regarding the Nassau Veterans Memorial Coliseum re-development project.

Nassau Health Care Corporation: facilitate meetings with County representatives to discuss provisions of healthcare services, funding for healthcare services, and real estate development.

Nassau Regional Off-Track Betting Corporation: facilitate meetings with County representatives and County legislators to discuss racing, wagering and operation of VLT's at OTB parlors.

National MedTrans, LLC: facilitate meetings with County representatives regarding medical transportation and ambulance services.

NextEra Energy Resources, LLC: facilitate meetings with County representatives and County legislators to discuss re-powering opportunities.

Nokia Corporation: facilitate meetings with County representatives related to improving the broadband infrastructure.

Oxygen Finance Americas, Inc.: facilitate meetings with County representatives regarding vendor payment management technology and services.

Renaissance Downtowns Urban Holdings, LLC: facilitate meetings with County representatives regarding the re-development in the Town of Hempstead.

Roth Industries, Inc.: facilitate meetings with County representatives regarding regulations of fuel oil storage tanks.

TransDev Services, Inc.: facilitate meetings with County representatives and County legislators to discuss bus service provided by Nassau Inter-City Express.

Item 4 (Page 2, continued)

Triad Group, LLC: facilitate meetings with County representatives regarding the review of Triad's contract to provide third-party administrator services for the County's 207-c and workers compensation programs.

Universal Management Technology Solutions, Inc.: facilitate meetings with County representatives to discuss procurement of information technology products and services.

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Within the previous year, has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee? If none, you must so state:

Yes:

County Legislator - Friends of Louis Imbroto, Friends for Norma Gonsalves, Friends for Kevin Abraham, Friends of Carrie Solages

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

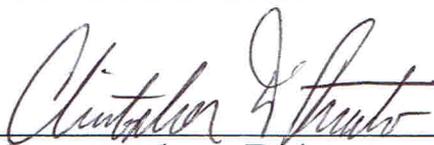
The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 01/17/2017

Signed:

Print Name:

Title:

  
Christopher D'Amato  
Executive Vice President & General Counsel

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

**The term "lobbying" or "lobbying activities" does not include:** Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.



### Service Work Order

This Service Work Order ("Order") is issued and executed pursuant to the previously-executed Consulting Agreement ("Agreement") between DCI Group AZ, L.L.C. and the Consultant listed below. This Order shall be governed by the terms outlined below as well as the terms of the Agreement.

#### Company (Consultant) Information

##### Name/Address

Park Strategieis, LLC  
Ryan Moses  
121 State Street, 3<sup>rd</sup> Floor  
Albany, NY 12207

#### Project Specifications

Project Name: Altria

Brief Description of Services to be Performed: Public Affairs Services

#### Term

Effective (start) Date of this Order: January 1, 2017  
Termination (end) date of this Order: December 31, 2017

#### Compensation & Invoicing

\$8,500.00 per month, prorated for partial months depending on actual start and termination dates. The project may be suspended from time to time throughout the Term of this Order. Consultant will not be compensated during the period project is suspended. Consultant must be notified in writing that the project has been reinstated in order to receive payment from the reinstatement period going forward.

~~\*Expenses... All foreseeable business expenses, including out-of-pocket costs such as, but not limited to,~~ travel, long distance telephone charges, facsimile charges, postage, courier and other communication charges, already are contemplated and included in the monthly Compensation Fee set forth immediately above. As a result, DCI AZ will not reimburse business expenses.

#### Exclusivity

During the term of this Order, and for a period not to exceed 3 months thereafter, Consultant shall not, without the prior written consent of DCI Group AZ, engage in consulting or similar activities for any person, company or entity whose business competes with any product of DCI Group AZ's client, Altria. The actual length of this Exclusivity obligation shall depend on the length of Consultant's actual engagement under this Order, as set forth below:

<u>Length of Engagement</u>	<u>Duration of Exclusivity</u>
One Month or Less	One Full Month
Between 31 – 89 Days	Day for Day Correlation
Three Months or More	Three Month Maximum

The undersigned have executed this Service Work Order on the date written below their signature and to be effective as of the Effective Date listed above.

**In accordance with your Master Services Agreement, your invoice must contain the below project code in order to be paid timely. Invoices submitted without the project code will be returned to consultant for revision. The project code for this Service is: 1007.**

The undersigned have executed this Service Work Order on the date written below their signature and to be effective as of the Effective Date listed above.

**Park Strategies, LLC**

By Christopher D'Amato  
Ryan Moses Christopher D'Amato

Date: 12/22/2016

**DCI Group AZ, L.L.C.**

By Douglas M. Goodyear  
Douglas M. Goodyear, Chief Executive Officer

Date: 12/23/16

*Mail signed Service Work Order to:*

Matthew Matyjek  
DCI Group, L.L.C.  
1828 L Street NW, Suite 400  
Washington, D.C. 20036

*Upon receipt of the signed Order and once signed by DCIG AZ, a fully-executed copy will be returned to Consultant.*

# PARK STRATEGIES, LLC

September 19, 2016

## VIA HAND DELIVERY

Steve Cotsalas  
President  
Best LED Group  
1300 Veterans Highway, Suite 150  
Hauppauge, New York 11788

### Lobbying & Consulting Services Agreement

Dear Mr. Cotsalas:

This Lobbying & Consulting Services Agreement (hereinafter the "Agreement") is between BEST LED GROUP ("Client") and PARK STRATEGIES, LLC ("Consultant") and relates to consulting and lobbying services rendered by Consultant on behalf of Client with respect to providing LED lights for municipalities in New York State. Client hereby expressly authorizes Consultant to engage in lobbying activity before the executive and legislative branches of government of the County of Nassau, the State of New York, and its political subdivisions during the effective term of this Agreement.

The effective term of this Agreement shall commence as of October 1, 2016 and shall continue for a period of twelve (12) months through September 30, 2017. This term may be extended pursuant to the mutual written agreement of the parties. Consultant and Client shall each have the unilateral right to terminate this Agreement, for any reason whatsoever, upon sixty (60) days written notice to the other party.

In consideration of such aforementioned consulting services rendered Client shall pay to Consultant \$2,500 per month during the effective term of this Agreement. Said monthly fee shall be due and payable by the 1<sup>st</sup> day of each month, with the exception of the first monthly fee, which is due upon the execution of this Agreement.

All material information which the Consultant presently has or which may come into Consultant's possession during the effective term of the Agreement relative to the business activities of Client or its clients which is of a secret or confidential nature is and shall remain the property of Client. Consultant shall not, during the effective term of the Agreement, disclose to others or use for the benefit of others or itself any such material information so long as such information is of a secret or confidential nature.

If Consultant shall be subject to any claim, suit, action, proceeding, investigation, judgment, deficiency, demand, damage, settlement, or liability by reason of any claimed act or omission by Client, the Client shall indemnify and hold Consultant harmless against all judgments, settlements, penalties, and expenses, including but not limited to other expenses of litigation or administrative proceedings, incurred by or imposed on Consultant in connection with the investigation or defense relating to such claims, suits, actions, proceedings, investigations, judgments, deficiency's, demands, damages, settlements, or liabilities. At the election of Consultant, Client shall also defend Consultant against such suit, or other judicial, or administrative proceeding.

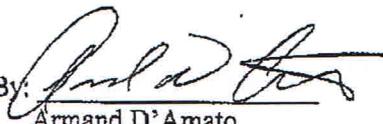
This Agreement shall be governed and construed in accordance with the laws of the State of New York, without regard to conflicts of law principles. This Agreement is the parties' complete and exclusive agreement on the matters contained in this Agreement. The parties' may amend this Agreement only by the parties' written agreement that identifies itself as an amendment to this Agreement.

If the above is consistent with your understanding of the Agreement between Client and Consultant, please sign below and return to the undersigned.

Best LED Group  
1300 Veterans Highway, Suite 150  
Hauppauge, NY 11788

Park Strategies, LLC  
101 Park Avenue  
Suite 2506  
New York, NY 10178

By:   
Steve Cotsalas  
President

By:   
Armand D'Amato  
Managing Director

Date: 9/23/16

Date: 9/20/16

### Consultant Services Agreement

By this Agreement effective the first day of January 2014 between Par Strategies, LLC (hereinafter "Consultant") and Gannett Fleming, Inc. and affiliated companies (hereinafter Gannett), the Parties agree as follows:

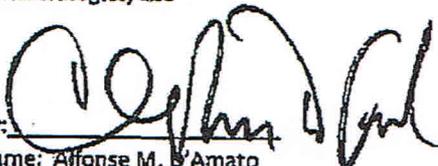
1. **Scope of Service.** Consultant agrees to provide professional support to Gannett related to its business activities including information, advice, opinions, conclusions, recommendations, market analysis, liaison and public affairs activities. Gannett, however, may add additional assignments as mutually agreed between the parties. The parties agree that Consultant has not yet been retained to provide lobbying or political activity services on behalf of Gannett as defined in FAR 31.205-22 (a) and 31.205.33 (c). The parties acknowledge, however that Consultant may be required to register this agreement with appropriate State Authorities and, upon request, Consultant will provide Gannett with breakdown of any actual lobbying efforts as defined by state and federal law.
2. **Performance Requirements.** Consultant will work with Gannett to identify reasonable objectives and strategy. Consultant will provide Gannett with monthly updates regarding the services performed under Article 1.
3. **Term.** The effective date of this Agreement is January 1, 2014 and the Agreement will continue in force for an initial term of 6 months and thereafter may be continued on a monthly basis. Either party may terminate this Agreement at any time by giving thirty (30) days written notice. If this Agreement is terminated effective on a date other than the last day of any month, fees for the month will be pro-rated based upon the remaining days of the month.
4. **Fees.** In return for the performance of the support services contained herein during the initial 6 month term, Gannett agrees to compensate Consultant as follows: The amount of five thousand dollars (\$5,000) per month, plus reasonable expenses. Consultant shall notify Gannett in advance prior to incurring large expenditures and provide records of all expenses in excess of \$200.00 incurred in performing the service under Article 1. At the end of each month, Consultant shall submit an invoice to Gannett at P.O. Box 67100, Harrisburg PA 17106-7100, Attn: Robert Ragan which invoice shall describe the services performed by Consultant during the period. Gannett will make payment to Consultant within ten (10) days. The parties may mutually agree to any changes in the monthly payment amount for any extension of time after the initial term set forth in Article 3.
5. **Compliance with Laws.** Consultant agrees to conform to all applicable municipal state and Federal rules, regulations and laws.
6. **Mediation.** Any claim, controversy or dispute between the parties to this Agreement arising out of or in connection with this Agreement, or any breach thereof, shall, upon the request of either party, be submitted to the senior officers of each party responsible for the Agreement. In the event that the senior officers cannot agree, either party may request mediation and, if both parties agree, the matter shall be submitted to mediation. Upon written notice, the parties shall select a mediator acceptable to both parties in order to resolve the dispute. Any suits brought under this Agreement or in any way arising out of the Agreement must be filed within one year

- 7. from the time mediation was terminated unsuccessfully or from the time the cause of action arose (if no mediation is undertake) or it shall be time barred.
- 8. Qualifying Conditions. Consultant's ability to represent other corporations, partnerships or individuals is not limited by this Agreement, provided that such representation is not in direct conflict with the services being provided by Consultant to Gannett under this Agreement. Consultant agrees to disclose any potential conflict of interest to Gannett. If a conflict does arise, Gannett and Consultant will come to a mutually acceptable resolution of the issue.
- 9. Confidentiality. Consultant acknowledges that during the course of representation of Gannett, Consultant will be provided with confidential Gannett information and material, including but not limited to business plans, pricing information, and financial statements and information. Consultant agrees to maintain such information in a confidential manner and not to disclose such information in a confidential manner and not to disclose such information to any third party unless directed in writing by Gannett or required by law after notice to Gannett.

IN WITNESS WHEREOF, the Parties hereto by their respective and duly authorized officers have hereunto set their names.

Park Strategies, LLC

Gannett Fleming, Inc.

By:   
 Name: Alfonse M. Amato  
 Title: Managing Director  
 Dated: 12/16/13

By:   
 Name: William M Stout  
 Title: CEO  
 Date: 1-6-2014

# PARK STRATEGIES, LLC

## VIA ELECTRONIC MAIL

Mr. Maximilian Hoover, Manager  
Good Energy, L.P.  
232 Madison Ave, Third Floor  
New York, NY 10016

Dear Mr. Hoover,

This Agreement is between Good Energy L.P. hereinafter "Client" and Park Strategies, LLC ("Consultant") and relates to consulting services rendered or to be rendered by Consultant as an advisor to Client with respect to strategic planning advice and government relations assistance. Client hereby expressly authorizes Consultant to engage in lobbying activity as it relates to Natural Gas and Energy policy before the administrative, executive and legislative branches of government of the State of New York and its political subdivisions during the effective term of this Agreement.

The term of this Agreement shall commence as of the date that it is fully executed and will continue for a period of twelve (12) calendar months. Notwithstanding the above, upon the date that is 90 days from the commencement date hereof, either party has a one-time right to cancel this agreement for any reason without penalty. Notice of termination shall be sent to the other party via email at least 24 hours prior to the termination date. This term may be extended or modified pursuant to the mutual written agreement of the parties.

In consideration of such aforementioned consulting services rendered or to be rendered, Company will pay to Consultant \$5,000 per month, due and payable on the 1<sup>st</sup> day of each month, with the exception of the first monthly fee, which is due upon the execution of this Agreement.

All information which the Consultant presently has or which may come into Consultant's possession during the engagement relative to the business activities of Company or its clients which is of a secret or confidential nature is and shall remain the property of Company. Consultant shall not, during the engagement or thereafter, disclose to others or use for the benefit of others or itself any such information so long as such information is treated as secret or confidential by Company.

Consulting Services Agreement

Page 2 of 2

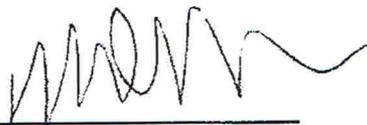
If Consultant shall be subject to any claim, demand or penalty or become a party to any suit or other judicial or administrative proceeding by reason of any claimed act or omission by Company, or by reason of any act occurring in connection with the provision of services hereunder, the Company shall indemnify and hold Consultant harmless against all judgments, settlements, penalties and expenses, including attorney's fees, court costs and other expenses of litigation or administrative proceeding, incurred by or imposed on Consultant in connection with the investigation or defense relating to such claim or litigation or administrative proceeding and, at the election of Consultant, Company shall also defend Consultant.

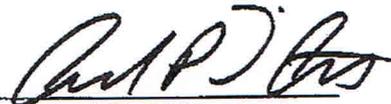
This Agreement shall be governed and construed in accordance with the laws of the State of New York, without reference to choice of law doctrine.

If the above is consistent with your understanding of the Agreement between Company and Consultant, please sign below and return to the undersigned.

Good Energy L.P.  
232 Madison Ave, Third Floor  
New York, NY 10016

Park Strategies, LLC  
101 Park Avenue  
Suite 2506  
New York, NY 10178

By: 

By: 

Maximilian Hoover, Manager  
Good Energy L.P.

Armand P. D'Amato  
Managing Director

By: Good Offices Technology Partners, LLC  
Its General Partner

Date: 5/10/16

Date: May 9, 2016

Email for notices:  
managers@goodenergy.com

Email for Notices:  
\_\_\_\_\_

Commencement Date: 5/11/16

# PARK STRATEGIES, LLC

September 22, 2016

Max Schwartzapel  
Harbor Tide Corp.  
4 Dogwood Lane  
Lloyd Harbor, NY 11743

## Consulting and Lobbying Services Agreement

Dear Max:

This Agreement is between Harbor Tide Corp. ("Company") and Park Strategies, LLC ("Consultant") and relates to consulting and lobbying services rendered by Consultant as an advisor to Company with respect to corporate development and strategic planning in Nassau County and New York State.

The term of this Agreement shall commence as of October 1, 2016 and continue until September 30, 2017. This term may be extended pursuant to the mutual written agreement of the parties.

In consideration of such aforementioned consulting/lobbying services rendered or to be rendered, Company will pay to Consultant \$5,000 per month, of which \$2,500 will be deferred for six months. After 6 months, the total deferral of \$15,000 shall be paid and the entire monthly fee of \$5,000 shall be paid for the balance of this Agreement. Payment is due and payable on the 1<sup>st</sup> day of each month, with the exception of the first monthly fee, which is due upon the execution of this Agreement.

All information which the Consultant presently has or which may come into Consultant's possession during the engagement relative to the business activities of Company or its clients which is of a secret or confidential nature is and shall remain the property of Company. Consultant shall not, during the engagement or thereafter, disclose to others or use for the benefit of others or itself any such information so long as such information is treated as secret or confidential by Company.

If Consultant shall be subject to any claim, demand or penalty or become a party to any suit or other judicial or administrative proceeding by reason of any claimed act or omission by Company, or by reason of any act occurring in connection with the provision of services hereunder, the Company shall indemnify and hold Consultant harmless against all judgments, settlements, penalties and expenses, including attorneys fees, court costs and other expenses of litigation or administrative proceeding, incurred by or imposed on Consultant in connection with the investigation or defense relating to such claim or litigation or administrative proceeding and, at the election of Consultant, Company shall also defend Consultant.

# PARK STRATEGIES, LLC

Consulting Services Agreement  
September 22, 2016  
Page 2 of 2

This Agreement shall be governed and construed in accordance with the laws of the State of New York, without reference to choice of law doctrine.

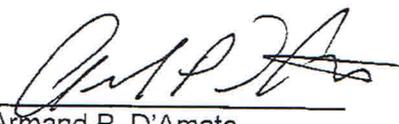
If the above is consistent with your understanding of the Agreement between Company and Consultant, please sign below and return to the undersigned.

Harbor Tide Corp.  
4 Dogwood Lane  
Lloyd Harbor, NY 11743

Park Strategies, LLC  
101 Park Avenue  
Suite 2506  
New York, NY 10178

By: 

Max Schwartzapfel

By: 

Armand P. D'Amato  
Managing Director

Date: Oct 7, 2016

Date: Sept 22, 2016

Jay Summerson  
Microsoft Corporation  
54 State Street, 7th Floor  
Albany, NY 12207

Tel 518-368-8805



December 28, 2016

William McGahay  
Park Strategies  
125 State Street  
Albany, New York 12207

Dear Mr. McGahay,

This is to confirm that Microsoft Corporation has retained Park Strategies to provide government relations representation and related work before local governments in New York State effective January 1, 2017 – December 31, 2017 for a fee of \$4,000 a month.

Sincerely,

A handwritten signature in black ink, appearing to read "Jay Summerson". The signature is fluid and cursive, with the first name "Jay" being particularly prominent.

# NASSAU EVENTS

September 3, 2013

VIA FEDERAL EXPRESS

Park Strategies, LLC  
101 Park Avenue - Suite 2506 New York, NY 10178  
Attn: Robert McBride

**Re: Nassau Veterans Memorial Coliseum Redevelopment – Consulting Service Agreement**

Dear Mr. McBride:

This letter constitutes the agreement between Nassau Events Center, LLC ("Developer") and Park Strategies, LLC ("Consultant"), under which Consultant will provide strategic planning and advice regarding the redevelopment of the proposed Nassau Veterans Memorial Coliseum Redevelopment Project Nassau Coliseum (the "Project").

A) **The Services.** The scope of the services Consultant is obligated to perform under this Agreement (the "Services") shall be consistent with providing Developer with strategic planning and advice with regard to its development of the Project, and any ancillary services and scope related thereto.

B) **Compensation for Services.**

1) **Consultant's Fee.** Developer shall pay Consultant for Services performed in accordance with this Agreement the fixed, all inclusive lump-sum fee of Fifteen Thousand Dollars (\$15,000.00) (the "Fee") per month, or on a pro rata basis if the Services commence on a date other than the first (1<sup>st</sup>) day of the month or end/terminate on a date other than the last day of the month, as the case may be. The Fee includes applicable sales and other taxes, insurance, overhead and profit, employee payroll and fringe benefits, administrative, insurance and other costs incurred in the performance of the Services, except Reimbursable Expenses (defined below). Consultant shall bill the Fee for the Services completed through the end of the period for which the invoice is submitted.

2) **Reimbursable Expenses.** Developer shall reimburse Consultant for the following expenses incurred in the performance of the Services of this Agreement: (i) cost of transportation to the Project site or meetings; (ii) plotting, printing and reproduction of drawings and other documents; (iii) messenger and overnight delivery services; (iv) long-distance telephone calls; and (v) other expenses approved in advance by Developer in writing; (items "i" through "v" collectively the "Reimbursable Expenses"). Consultant is entitled to reimbursement at 100% of the Reimbursable Expenses Incurred (without mark-up), subject to a limit of Five Hundred Dollars (\$500.00) that Consultant may not exceed without Developer's prior, written approval.

3) **Additional Services.** Consultant must not perform any services beyond the scope of this Agreement ("Additional Services") without first notifying Developer that such services are additional scope and securing Developer's prior, written approval as to the scope of and price for such services. Additional Services, if applicable, will be compensated at hourly rates and/or a lump sum to be agreed upon by the parties, or as otherwise agreed

by the parties in a written change order. Developer may reject any request for payment for Additional Services performed without Developer's prior, written approval.

4) Invoices. Consultant shall submit monthly invoices during the first week following the end of the month during which the Services included in the invoice were performed. Invoices shall be on AIA G702/703 or other Developer-approved forms, separately itemizing the Fee, Reimbursable Expenses and Additional Services. If requested by Developer, invoices shall be supported by reasonable backup documentation acceptable to Developer such as, but not limited to, receipts, bills, or time-sheets. Developer shall pay Consultant's invoice within forty-five (45) days after receipt and approval of such invoice.

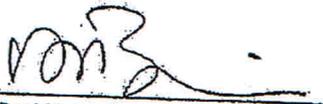
C) Term. The term of this Agreement shall commence, and all of its terms shall be in full force and effect, on the date first set forth above or the date Consultant first performed Services, whichever is sooner. The term of this Agreement shall end on the date Consultant completes its Services in accordance with the terms and conditions of this Agreement, or, if this Agreement is earlier terminated by Developer, on the date of termination, whichever is sooner. The Services shall be performed on a month-to-month basis, terminable by either party on no less than thirty (30) days written notice, effective the last day of the month following the month in which such notice is given by the other party.

D) Time for Performance. Consultant shall perform the Services in a timely manner, and shall complete the Services as directed by the Developer.

[Balance of Page Intentionally Left Blank; Signature Page Follows]

If the terms of this letter agreement are acceptable to Park Strategies, LLC, please execute in the space indicated below.

NASSAU EVENTS CENTER, LLC

By:   
David L. Berliner  
Sr. Vice President

ACCEPTED AND AGREED:

PARK STRATEGIES, LLC

By:   
Armand P. D'Amato  
Managing Director

[Balance of Page Intentionally Blank; Standard Terms and Conditions Follow]

A. Holly Patterson Extended Care Facility  
Family Health Centers\*

August 23, 2016

Park Strategies, Inc.  
50 Charles Lindbergh Boulevard, Suite 601  
Uniondale, NY 11556  
Attn: Mr. Armand P. D'Amato, Partner & Managing Director

Dear Mr. D'Amato:

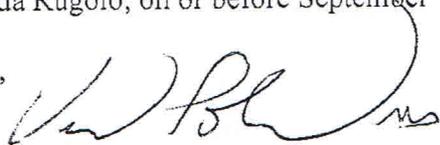
I am writing to you on behalf of Nassau Health Care Corporation a/k/a NuHealth ("NuHealth") in connection with our agreement with Park Strategies, LLC. ("CONTRACTOR") which commenced on August 15, 2011 (the "Agreement"), as such has been amended from time to time, concerning the provision of Lobbying Services.

As discussed, effective as of August 15, 2016, the parties have mutually agreed to extend the Agreement for a period of two (2) additional years (the "Extended Term") on the same terms and conditions set forth therein except as specifically amended as follows:

- The comprehensive fee to be paid to CONTRACTOR for services performed during the Extended Term shall be Twenty Thousand (\$20,000) Dollars per month.
- Reimbursement for expenses incurred by CONTRACTOR during the Extended Term may not exceed a total amount of Twenty Thousand (\$20,000) Dollars per contract year.
- Consistent with the above, the not-to-exceed limitation on total payments that may be made to CONTRACTOR under the Agreement shall be increased by Five Hundred Twenty Thousand (\$520,000) Dollars.

Please indicate CONTRACTOR'S acceptance of and agreement with the terms and conditions contained herein by having an authorized representative of CONTRACTOR sign the enclosed copy of this letter in the space indicated below and returning same to the Office of Legal Affairs, Attn: Linda Rugolo, on or before September 12, 2016.

Sincerely,



Victor F. Politi, M.D., F.A.C.P., F.A.C.E.P.  
President & Chief Executive Officer

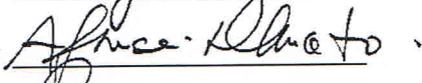
ACCEPTED AND AGREED TO THIS 23 DAY OF August, 2016:

Park Strategies, LLC.

By:

Name:

Title:


# PARK STRATEGIES, LLC

December 1, 2016

Arthur T. Walsh  
General Counsel & Corporate Secretary  
Nassau Regional Off-Track Betting Corporation  
139 Liberty Avenue  
Mineola, NY 11501

## Extension of Consulting Agreement

Dear Mr. Walsh:

By this letter, Nassau Regional Off-Track Betting Corporation ("Client") hereby expressly authorizes Park Strategies, LLC ("Consultant") to engage in lobbying activity on its behalf until December 31, 2018. This extension is subject to the terms and conditions of the consulting agreement between the parties, dated December 23, 2009.

As such Client authorizes Consultant to represent Client before the legislative, executive, and administrative branches of government within the State of New York during said period.

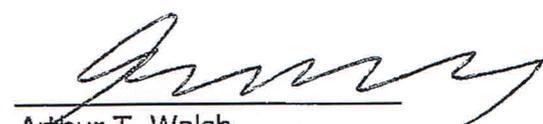
Client and Consultant further represent that Consultant's compensation for any such lobbying activity undertaken; on Client's behalf during this time shall be \$8,000 per month. No additional compensation shall be paid to Consultant for such lobbying activity.

Please sign the enclosed copy of this letter indicating your acknowledgement and acceptance of the statements made herein and return it to me.

Sincerely,



Armand P. D'Amato  
Managing Director

By: 

Arthur T. Walsh  
General Counsel & Corporate Secretary/Chief Administrative Officer

Date: 12-14-16

# PARK STRATEGIES, LLC

December 20, 2016

## VIA ELECTRONIC MAIL

Mr. Andrew Winakor  
Executive Vice President  
National MedTrans, LLC  
992 South 2<sup>nd</sup> Street  
Ronkonkoma, New York 11779

### Extension of Consulting Services Agreement

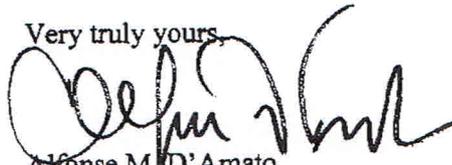
Dear Mr. Winakor:

By this Extension of Consulting Services Agreement (hereinafter the "Agreement"), NATIONAL MEDTRANS, LLC ("Client") and PARK STRATEGIES, LLC ("Consultant") hereby expressly agree to extend the effective term of the original Consulting Services Agreement between the parties dated December 15, 2015 for an additional twelve (12) months commencing January 1, 2017 and continuing through December 31, 2017. As such, Client authorizes Consultant to represent the Client before the executive and legislative branches of government and the administrative agencies of the State of New York and the United States government, and their political subdivisions during the effective term of this Agreement.

This Agreement extends each of the terms contained in the original Consulting Services Agreement between the parties. Nothing in this Agreement shall be deemed to modify or alter the terms of said original Consulting Services Agreement except as otherwise expressly stated herein. In consideration of aforementioned consulting services, Client shall pay to Consultant \$10,000 per month during the effective term of this Agreement.

Please sign the enclosed copy of this letter indicating your understanding and acceptance of the terms of this agreement and return. We look forward to continuing our work together.

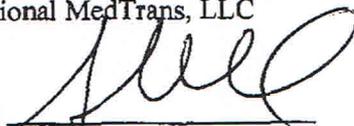
Very truly yours,



Alfonse M. D'Amato  
Managing Director

Agreed to and accepted by:  
National MedTrans, LLC

By:



Andrew Winakor  
Executive Vice President

# PARK STRATEGIES, LLC

January 1, 2015

## VIA ELECTRONIC MAIL

Michael O'Sullivan  
Senior Vice President, Development  
NextEra Energy Resources, LLC  
700 Universe Boulevard  
FED/JB  
Juno Beach, FL 33408

Dear Mr. O'Sullivan:

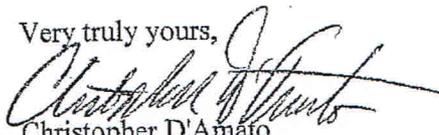
By this Letter Agreement, NextEra Energy Resources, LLC ("Client") hereby authorizes Park Strategies, LLC ("Consultant") to engage in lobbying activity on its behalf in front of the administrative, legislative, and executive branches of government of The State of New York.

This authorization to lobby shall commence as of January 1, 2015 and remain in effect until it is revoked by Client.

Client and Consultant agree that Consultant's compensation for these lobbying services shall be \$12,500 per month.

Please sign below to indicate your acknowledgement and acceptance of the terms set forth herein.

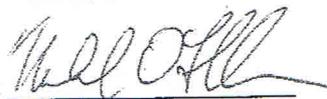
Very truly yours,

  
Christopher D'Amato  
Executive Vice President

### **Agreed to and accepted by:**

NextEra Energy Resources, LLC  
700 Universe Boulevard  
FED/JB  
Juno Beach, FL 33408

By:



Michael O'Sullivan  
Senior Vice President, Development

## Lobbyist Agreement

This Lobbyist Agreement ("Agreement") is made between Alcatel-Lucent USA Inc. ("Alcatel-Lucent"), a Delaware corporation with its principal place of business at 600 Mountain Avenue, Murray Hill, New Jersey 07974, and Park Strategies, LLC ("Park Strategies"), a New York Limited Liability Company with its principal place of business at 101 Park Avenue, Suite 2506, New York, New York 10178 (collectively, the "Parties" and each, a "Party").

WHEREAS, Alcatel-Lucent provides, among other products and services, (i) wireless broadband products, systems, and services using 4G LTE and 700 MHz wireless broadband networks for the benefit of state, local, and municipal governmental agencies and entities ("Government Organizations") and (ii) telecommunications equipment and services for public transportation (e.g., rail, highways, and ports) and Network Transformation Initiatives (collectively, "Alcatel-Lucent Products and Services");

WHEREAS, a number of factors such as the complexity of Government Organizations, business cultures, and procurement procedures in the State of New York ("Territory") make it desirable for Alcatel-Lucent to engage outside lobbying assistance;

WHEREAS, Park Strategies has expertise and experience in advising companies regarding relevant legislative and regulatory issues and the internal operations of Governmental Organizations within the Territory, which includes both existing and potential Alcatel-Lucent customers ("Clients"), and has offered its assistance and advice to Alcatel-Lucent as described in the Statement of Work, attached as Exhibit A ("SOW"), and in compliance with the terms and conditions of the SOW and this Agreement ("Services"); and

WHEREAS, Alcatel-Lucent desires to appoint Park Strategies as a lobbyist to perform the Services on the condition that Park Strategies will not, directly or indirectly, coordinate, enter into, or participate in discussions with Clients regarding either the purchase of Alcatel-Lucent Products and Services or specific sales opportunities and will not otherwise engage in the sales process.

NOW, THEREFORE, in consideration of the foregoing recitals, the representations, warranties, and promises in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### 1. LIMITED, NON-EXCLUSIVE APPOINTMENT

1.1. Alcatel-Lucent hereby appoints Park Strategies as a lobbyist for Alcatel-Lucent on a non-exclusive basis to perform the Services. Park Strategies hereby accepts its appointment as a lobbyist under the terms and conditions of this Agreement.

1.2. Park Strategies will at all times be and act as an independent contractor. Nothing in this Agreement creates any partnership, joint venture, or agency relationship between the Parties. Park Strategies has no authority to act in the name of or make contractual commitments on behalf of Alcatel-Lucent, nor will Park Strategies communicate otherwise.

### 2. SERVICES

2.1. Services. Park Strategies will only perform the Services described in the SOW.

2.2. **Reports.** Park Strategies will prepare and submit to Alcatel-Lucent, at the end of each calendar quarter, written reports briefly describing the contacts made during the preceding quarter, the positions communicated (e.g., use of wireless broadband for public safety), and upcoming legislation, telecommunications opportunities, and events. Alcatel-Lucent may require Park Strategies to provide additional information or reports regarding the Services.

### 3. COMPENSATION

3.1. Alcatel-Lucent will pay Park Strategies a retainer of \$10,000.00 USD per month for the Services ("Compensation").

3.2. Alcatel-Lucent will not pay Park Strategies for any out-of-pocket expenses or any other expense unless Park Strategies receives written approval of each expense in advance and provides reasonable documentation showing the expenses actually incurred.

3.3. Park Strategies will be solely liable for all and any taxes and bank charges that may be imposed on payments it receives under this Agreement.

### 4. PAYMENT OF COMPENSATION

4.1. Compensation is due and payable within 45 days following Alcatel-Lucent's receipt of an invoice for Services that complies with the requirements of Section 4.2. All payments shall be made in United States Dollars.

4.2. Park Strategies will deliver an invoice to Alcatel-Lucent within 15 days after the end of each calendar quarter in which Services are performed. Park Strategies' invoices must be presented in a form acceptable to Alcatel-Lucent and must include reference to this Agreement, a short description of the Services performed, itemized listing of any pre-approved expenses permitted under Section 3.2, the total amount due, and bank account details) plus the supporting documentation (e.g., receipts for expenses incurred during the quarter together with documentation of the pre-approval for such expenses).

4.3. Alcatel-Lucent may refuse any instructions to make any payment to a bank account opened by Park Strategies in any of the countries or territories identified by the OECD Financial Action Task Force on Money Laundering on the list of "Non-cooperative Countries and Territories," as updated from time to time.

### 5. REPRESENTATIONS, WARRANTIES, AND COVENANTS

Park Strategies makes the following representations, warranties, and covenants:

5.1. **Ability to Perform the Services.** Park Strategies:

- (a) is a limited liability corporation duly organized, validly existing, and in good standing under the laws of the State of New York;
- (b) has all requisite corporate power and authority to carry on its business as now being conducted;
- (c) has received any and all authorizations or licenses and has filed any and all registrations and other notices that may be necessary or required to enter into and perform its obligations under this Agreement;

(d) will maintain the necessary resources (e.g., staff and offices) to undertake its obligations hereunder;

(e) is not, nor is any of its employees or officers, an official or employee of any Territory governmental entity, an official of a political party, or a candidate for political office; and

(f) is not and will not be owned or controlled by any government official or officer or employee of a Client, whether in or out of the Territory, nor does or will any governmental official or officer or employee of a Client have any legal or beneficial interest in this Agreement or the payments made by Alcatel-Lucent hereunder.

**5.2. Compliance With Alcatel-Lucent's Statement of Business Principles.** Park Strategies has received and is fully acquainted with Alcatel-Lucent's Statement of Business Principles ("Statement") and hereby undertakes to abide by the principles contained in the Statement in connection with its performance under this Agreement, including, without limitation, those principles relating to non-discrimination of employees, combating bribery of domestic and foreign public officials, protection of international human rights, and environmental responsibility.

**5.3. No Convictions, Prosecutions, and Investigations.** Park Strategies, its directors, officers, employees, and shareholders have not been convicted of or pleaded guilty to an offense involving fraud, corruption, money-laundering, or any felony. Park Strategies is not listed by any government authorities as debarred, suspended, or otherwise ineligible for government procurement programs. Park Strategies has not been the subject of any governmental investigation. Park Strategies will immediately inform Alcatel-Lucent of any conviction, or investigation proceedings initiated against, of any of its directors, officers, employees, and shareholders.

**5.4. No Gifts or Other Advantages to Public Officials.** Park Strategies will not offer, promise, or give any pecuniary or other advantage to any public official for any purpose which may contravene any applicable laws, including, but not limited to, those of the Territory and such laws and regulations as may be enacted pursuant to the United States Foreign Corrupt Practices Act and OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

**5.5. Compliance With Laws.** Park Strategies is in compliance with all statutes, laws, and regulations of any applicable jurisdiction with which it is or was required to comply in connection with the operation of its business, whether such laws are federal, state, or local. Park Strategies will comply with all applicable federal, state, and local statutes, laws, and regulations that relate to the operation of its business and its performance under this Agreement.

**5.5.1 Lobbying.** Park Strategies is in compliance with and will fully comply with all applicable federal, state, and local lobbying registration, lobbying reporting, campaign finance, and ethics laws and requirements applicable to its activities conducted and Services performed under this Agreement, including, but not limited to, full and complete compliance with the New York Lobbying Act, created by Chapter 2 of the Laws of 1999, including all amendments thereto, and all similar local and municipal laws and regulations. Park Strategies will maintain its registration and make all required filings with the State of New York Commission on

Public Integrity and any similar state, local, or municipal agencies requiring registration, and will abide by the laws of the Government Organizations within the Territory governing lobbyists at all times and to inform Alcatel-Lucent of any legal obligations Alcatel-Lucent may have under any state, local, or municipal laws or regulations within the Territory. Park Strategies is solely responsible for determining whether Park Strategies is or will be engaging in activities covered by federal, state, local, or municipal lobbying registration and reporting requirements, and if so, to register and report as required by law and to assist Alcatel-Lucent with its related obligations, if any.

5.5.2 Banking. Park Strategies' the bank account (to which payments will be made under Article 4) has been established ("Bank Account") and will be managed in accordance with applicable laws. Park Strategies is the beneficial owner of the Bank Account.

5.6. Conflicts of Interests. Park Strategies is not engaged in any representation, consulting engagement, or other activity that is or may be a conflict of interest with its appointment or with its provision of Services under this Agreement and does not own or otherwise have a controlling interest in any Alcatel-Lucent competitor (together, "Conflict of Interest"). Park Strategies will immediately advise Alcatel-Lucent in writing of any Conflict of Interest and the precautions Park Strategies will take to resolve or address any Conflict of Interest (e.g., internal firewalls, etc.). In the event of any Conflict of Interest, Alcatel-Lucent will have the right to terminate this Agreement immediately.

5.7. Access to Books and Records. Park Strategies will give Alcatel-Lucent reasonable access to Park Strategies' files, books, and records to the extent they pertain to the performance of the Parties' obligations under this Agreement.

## 6. INDEMNIFICATION

6.1. Park Strategies indemnifies, defends, and holds harmless Alcatel-Lucent and any company controlling, controlled by, or under common control with Alcatel-Lucent ("Affiliates"), and their respective employees and officers, from any and all claims, demands, lawsuits, costs, expenses, obligations, liabilities, damages, recoveries, and losses or expenses of any kind (including, but not limited to, interest, penalties, and reasonable attorneys' fees) arising out of or related to this Agreement.

6.2. In the event Park Strategies will indemnify Alcatel-Lucent and its Affiliates for any financial consequence deriving from said liabilities as described under Articles 7.1 and 7.2, Park Strategies will pay, in such an event, "on first demand" all subsequent costs and Alcatel-Lucent will not, therefore, have to pay in advance the amount due.

6.3. Neither Alcatel-Lucent nor any of its Affiliates is liable to Park Strategies for any consequential, incidental, indirect, or special damages, however caused.

## 7. TERM AND TERMINATION

7.1. This Agreement will enter into force upon the date when Alcatel-Lucent's representative appends its signature on this Agreement ("Effective Date") and will automatically renew for 1 year periods, unless terminated earlier by either Party upon 10 days' notice.

7.2. Either Party may terminate this Agreement with 10 days' notice.

7.3. Park Strategies will not be entitled to any further compensation or indemnity by reason of the termination of this Agreement.

## 8. CONFIDENTIALITY

8.1. Park Strategies acknowledges that its relationship with Alcatel-Lucent is one of high trust and confidence and that in the course of its service to Alcatel-Lucent, Park Strategies will have access to and contact with Alcatel-Lucent's Confidential Information (as defined below). Park Strategies agrees not to use, apply, disclose, reveal, or otherwise make available to any third party, without the prior written consent of an authorized officer of Alcatel-Lucent, the existence or the content of any provisions hereof or any confidential or proprietary information, trade secret, technical or commercial data, method of operation, price structure, cost, administrative information, business plan, roadmap, design or design plan, computer program, data, technology, innovation, and improvement (whether or not patentable and whether or not copyrightable) regarding Alcatel-Lucent and/or any of its Affiliates or such confidential or proprietary information regarding Clients made available to Park Strategies by Alcatel-Lucent or which it may learn by or through Alcatel-Lucent in the performance of this Agreement (collectively, "Confidential Information"). Park Strategies will not copy, duplicate, replicate, decompile, or reverse engineer in any manner whatsoever (whether physically, electronically, in writing, or otherwise), in whole or in part, any part of the Confidential Information and will immediately notify Alcatel-Lucent in writing of any unauthorized disclosure of the Confidential Information.

8.2. Confidential Information will not include information which: (a) is or becomes generally available to the public through no wrongful act of Park Strategies or as a result of any breach of the confidentiality obligations herein; (b) was in Park Strategies' possession prior to the time it was acquired from Alcatel-Lucent and was not directly or indirectly acquired from Alcatel-Lucent; or (c) is independently made available as a matter of right to Park Strategies by a third party. Confidential Information that comprises a combination of features or functions will not be within any of the exceptions set forth above merely because individual features or functions are known or received by Park Strategies or are in or fall into the public domain, but only if the combination is known or received by Park Strategies or is in or falls into the public domain within the exceptions outlined herein.

8.3. In the event that Park Strategies receives a request to disclose all or any part of any Confidential Information under the terms of a subpoena or other order issued by a court of competent jurisdiction, by any governmental agency, or in any administrative proceeding, Park Strategies will: (a) promptly notify Alcatel-Lucent of the existence, terms, and circumstances surrounding such a request; (b) consult with Alcatel-Lucent on the advisability of taking steps to resist or narrow such request; (c) if disclosure of such Confidential Information is required, furnish only such portion of the Confidential Information as Park Strategies is advised by counsel is legally required to be disclosed; and (d) cooperate with Alcatel-Lucent in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Confidential Information that is required to be disclosed.

8.4. The obligations hereunder will survive for a period of five years from the date of termination of this Agreement.

## 9. EXPORT COMPLIANCE

The Parties acknowledge that Confidential Information, including, but not limited to, information regarding Alcatel-Lucent Products and Services, provided under this Agreement may be subject to the export laws and regulations of the United States and/or other countries, including, without limitation, the Export Administration Regulations administered by the United States Department of Commerce (cumulatively, "Export Laws"). Park Strategies agrees that it will not use, distribute, export, re-export, transfer, or transmit the Confidential Information (even if incorporated into other items) except in compliance with the Export Laws or such other law and agrees that it is solely responsible for any compliance obligations. If requested by Alcatel-Lucent, Park Strategies also agrees to sign written assurances and other export-related documents as may be required for Alcatel-Lucent to comply with the Export Laws.

## 10. GENERAL PROVISIONS

10.1. Amendments. No amendment to the terms and conditions of either this Agreement or the SOW is valid and binding on the Parties hereto unless made in writing and signed by an authorized representative of each of the Parties.

10.2. Severability. If any provision of this Agreement is determined to be invalid, illegal, or otherwise unenforceable, then the remaining provisions of this Agreement remain in full force and effect. In such event, the Parties will negotiate in good faith so as to replace each invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that will, in effect, from an economic viewpoint, most nearly and fairly approach the effect of the invalid, illegal, or unenforceable provision and the intent of the Parties in entering into this Agreement.

10.3. Survival. The provisions of Articles 5, 6, 8, and 9 survive the termination of this Agreement.

10.4. Waiver. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the Parties, operates as a waiver or estoppel of any right, remedy, or condition. No provision in this Agreement may be waived, except pursuant to a writing executed by the Party against whom the waiver is sought to be enforced. A waiver made in writing on one occasion is effective only in that instance and only for the purpose that it is given and is not to be construed as a waiver on any future occasion or against any other person. No single or partial exercise of any right or remedy under this Agreement precludes the simultaneous or subsequent exercise of any other right or remedy.

10.5. No Third Party Beneficiaries. Nothing contained in this Agreement confers or is intended to confer upon any person other than the Parties any rights or remedies under this Agreement.

10.6. Non-Exclusive Remedies. The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist in law, in equity, by statute, or otherwise.

10.7. Notices. All notices, requests, consents, and other communications are deemed to have been properly given when communicated in writing and sent through one of the following methods of delivery: (a) personal delivery; (b) certified first class mail, postage prepaid, return receipt requested; (c) facsimile transmission with confirmation copy by certified mail, return receipt requested; or (d) nationally recognized overnight courier, with all fees prepaid. A Party giving a notice shall address the notice to the appropriate person at the receiving Party at the address listed below or to a substitute addressee or address designated by the receiving Party under this Agreement. A notice is only effective if the Party giving notice complies with the requirements of this Section and is effective upon the date sent with the exception of 10.7(b) and 10.7(d), which are effective 3 days after the date sent.

To Lobbyist:

Park Strategies LLC  
101 Park Avenue, Suite 2506  
New York, New York 10178  
ATTN: Chris D'Amato  
Executive Vice President/Partner  
Tel: (212) 883-5608  
Fax: (212) 883-5643

To Alcatel-Lucent:

Alcatel-Lucent USA Inc.  
600 Mountain Avenue  
Murray Hill, New Jersey 07974  
ATTN: John Marinho  
Vice President-Americas Region  
Global Government & Public Affairs  
Tel: (908) 582-6150  
Fax: (908) 582-1209

With a copy to:

Alcatel-Lucent USA Inc.  
3400 W. Plano Parkway  
M/S PLA 660, 2011  
Plano, Texas 75075  
Tel: (972) 477-6756  
Fax: (972) 477-4660

Either Party may change its designated addressee or its address by complying with the notice requirements of this Section.

10.8. Assignment. Park Strategies may not assign or subcontract any of its rights or delegate any performance hereunder without the prior written consent of Alcatel-Lucent. Alcatel-Lucent may not assign or otherwise transfer any rights under this Agreement or delegate any performance hereunder without the prior written consent of Park Strategies, unless the assignment is made to any of Alcatel-Lucent's Affiliates. Any purported assignment of rights or delegation of performance in violation of this Section is void. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective permitted assigns.

10.9. **Choice of Law and Forum.** The laws of the State of New York (without giving effect to conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its construction, interpretation, performance, and enforcement. For the purpose of all legal actions and proceedings arising out of or relating to this Agreement, each Party submits to the non-exclusive jurisdiction of the United States District Court for the Southern District of New York and any court of the State of New York sitting in New York City, and their respective appellate courts. Each Party waives, to the fullest extent permitted by law, (a) any objection that it may now or later have to venue of any legal action or proceeding arising out of or relating to this Agreement being brought in any of the courts described in the preceding sentence and (b) any claim that any such action or proceeding has been brought in an inconvenient forum.

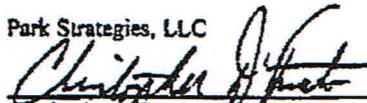
10.10. **Entire Agreement; Joint Drafting.** This Agreement constitutes the entire agreement between the Parties. It is the complete and exclusive expression of the Parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty, or agreement of the other Party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated herein.

10.11. **Multiple Counterparts.** The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of both Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or electronic transmission is as effective as executing and delivering this Agreement in the presence of the other Party.

10.12. **Headings.** Headings are included for convenience and are not intended to alter or amend the contents of the provisions.

IN WITNESS WHEREOF, the Parties agree to the terms and conditions stated in this Agreement as of the Effective Date:

Park Strategies, LLC

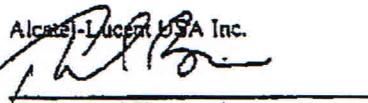
  
(Authorized Signature)

Christopher D'Amato

Executive Vice President/Partner

4/27/2009  
(Date)

Alcatel-Lucent USA Inc.

  
(Authorized Signature)

Tom Burns

Vice-President, Alcatel-Lucent USA Inc.

5/8/09  
(Date)

# PARK STRATEGIES, LLC

January 1, 2017

## VIA ELECTRONIC MAIL

Taavi Davies  
Director  
Oxygen Finance Americas, Inc.  
9901 Brodi Lane  
Suite 160 #304  
Austin, TX 78748

Dear Mr. Davies:

This Agreement is between Oxygen Finance Americas, Inc. ("Client") and Park Strategies, LLC ("Consultant") and relates to consulting services rendered by Consultant as an advisor to Client with respect to strategic planning, business development, government affairs, and guidance and advice with respect to compliance with all applicable lobbying laws, rules and regulations. Specifically, Consultant shall assist Client in its efforts to identify potential government customers for Client's accounts payables platform in the State of New York. Consultant will help facilitate introductory meetings between Client and potential customers, coordinate follow-up activities, and assist Client with planning and strategy. Consultant shall provide timely and complete advice to Client, in connection with the activities described in this Agreement, regarding all necessary or advisable registrations, filings and payments to any and all New York State governmental entities, including, but not limited to, semi-annual and annual client reports.

The term of this Agreement shall commence as of the date that it is fully executed and will continue for twelve (12) months; provided however, Client shall have the right, in its sole discretion, to terminate this Agreement upon ninety (90) days notice to Consultant.

In consideration of such aforementioned consulting services to be rendered, Client shall pay to Consultant a fee of \$10,000 per month during the effective term of this Agreement. Said monthly fee shall be due and payable upon the first day of each month, with the exception of the first monthly fee which is due upon the execution of this Agreement.

The Consultant and the Client acknowledge that some of the services which the Consultant may be requested to furnish under this Agreement could be deemed to be "lobbying activity" as that term is defined under the laws and regulations governing lobbying activity at the local, state, and federal levels. As such, the Client hereby expressly authorizes the Consultant to engage in lobbying activity on the Client's behalf during the

1

effective term of this Agreement and any extension thereof. The Client and the Consultant further acknowledge that they may be required to make and file periodic reports with the entities that regulate lobbying activity, including the New York State Commission on Public Integrity, disclosing the nature of any lobby contacts that Consultant made on behalf of the Client and any compensation received by the Client for lobbying activity. Consultant shall provide timely and complete advice to Client, in connection with the activities described in this Agreement, regarding all necessary or advisable registrations, filings and payments to any and all New York State governmental entities, including, but not limited to, semi-annual and annual client reports.

When used in this Agreement, "Confidential Information" means all documents relating to Client, its assets and any other information related to Client or its assets which are provided or otherwise made available for observation or inspection (including electronic access), directly or indirectly to Consultant or any of Consultant's directors, managers, officers, shareholders, members, partners, employees, agents, affiliates, consultants, attorneys, accountants and other advisors or representatives (each a "Recipient Representative" and collectively, the "Recipient Representatives") including, but not limited to, any and all intellectual property in any form and whether registered or unregistered, any and all financial statements, forecasts, projections, business plans, due diligence materials and research results, permits, agreements, service and personnel costs, reports, marketing plans, research and development activities, information pertaining to independent contractors, employees, customers, clients, suppliers and vendors, know-how or other business and technical information, and any and all related notes, analyses, compilations, lists, studies and other works prepared by Recipient or any Recipient Representative that contains or is generated from the foregoing information. All Confidential Information, in whatever form, is and shall remain the property of Client.

Upon receipt, observation or inspection of the Confidential Information, Consultant shall (a) only disclose such Confidential Information to its Recipient Representatives with a need to have access to and knowledge of the Confidential Information solely for the purpose of the provision of services hereunder and not disclose to any other person or entity except with the prior written consent of Client to do so; (b) advise each Recipient Representative who receives, observes or inspects the Confidential Information of the existence and terms of this Agreement and of the obligations of confidentiality and nondisclosure herein and cause each Recipient Representative to comply with this Agreement as if it was a party hereto and be responsible for any breach of this Agreement by all Recipient Representatives; (c) use and require each Recipient Representative to use at least the same degree of care to protect the Confidential Information as is used with its own proprietary information, with the degree of care, in no event, to be less than holding the Confidential Information in strict confidence; and (d) use, and require each Recipient Representative to use, the Confidential Information solely for the purpose of the provision of services hereunder.

Notwithstanding anything to the contrary herein, Consultant shall have no obligation to preserve the confidentiality of any Confidential Information, which (a) is or becomes publicly available by other than unauthorized disclosure by Consultant, any Recipient Representative or any third party; or (b) is developed by Consultant or any

Recipient Representative wholly independent of any Confidential Information. Further, Consultant may disclose the Confidential Information pursuant to a valid order issued by a court or governmental agency; provided that the Consultant provides Client (i) prior written notice of such obligation, and (ii) the opportunity to oppose such disclosure or obtain a protective order. Notwithstanding any disclosure under the previous sentence, the disclosed Confidential Information shall remain Confidential Information and otherwise be subject to all of the protections under this Agreement.

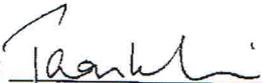
If Consultant shall be subject to any claim, demand or penalty or become a party to any suit or other judicial or administrative proceeding by reason of any claimed act or omission by Client in connection with the provision of services hereunder, or by reason of any act occurring in connection with the provision of services hereunder, the Client shall indemnify and hold Consultant harmless against all judgments, settlements, penalties and expenses, including reasonable attorneys fees, court costs and other expenses of litigation or administrative proceeding, incurred by or imposed on Consultant in connection with the investigation or defense relating to such claim or litigation or administrative proceeding provided, however, that Client shall have no obligation to indemnify Consultant, and Consultant shall be liable, for any such judgement, settlement, penalty, expense or other loss (including attorneys fees) incurred by reason of Consultant's negligence, willful misconduct or fraud.

This Agreement shall be governed and construed in accordance with the laws of the State of New York, without reference to choice of law doctrine.

If the above is consistent with your understanding of the Agreement between Client and Consultant, please sign below and return to the undersigned.

Oxygen Finance Americas Inc.  
9901 Brodi Lane  
Suite 160 #304  
Austin, TX 78748

Park Strategies, LLC  
101 Park Avenue  
Suite 2506  
New York, NY 10178

By:   
Taavi Davies  
Director

By:   
Christopher P. D'Amato  
EVP & General Counsel

Date: 19 December 2016

Date: 01/01/2017

# PARK STRATEGIES, LLC

July 15, 2016

VIA ELECTRONIC MAIL

Mr. Donald Monti  
Renaissance Downtowns Urban Holdings, LLC  
9 Gerhard Road  
Plainview, New York 11803

## Lobbying Services Agreement

Dear Mr. Monti,

This Agreement by and between the Renaissance Downtowns Urban Holdings, LLC ("Client") and Park Strategies, LLC ("Consultant") relates to lobbying services rendered or to be rendered by Consultant as an advisor to Client with respect to the revitalization and development project in the Town of Hempstead. Client hereby expressly authorizes Consultant to engage in lobbying activity before the administrative, executive and legislative branches of government of Nassau County and the State of New York, and its political subdivisions during the effective term of this Agreement.

The effective term of this Agreement shall commence as of July 15, 2016 and shall continue until July 14, 2017. This term may be extended pursuant to the mutual written agreement of the parties. Consultant and Client each have the unilateral right to terminate this Agreement, for any reason whatsoever, upon thirty (30) days written and/or email notice to the other party via the contact information contained herein.

In consideration of such aforementioned consulting services rendered or to be rendered, Client shall pay to Consultant \$2,500.00 per month during the effective term of this Agreement. Said monthly fee shall be due and payable on the 1<sup>st</sup> day of each month, with the exception of the first monthly fee, which is due upon the execution of this Agreement.

All information which the Consultant presently has or which may come into Consultant's possession during the effective term of the Agreement relative to the business activities of Client or its clients which is of a secret or confidential nature is and shall remain the property of Client. Consultant shall not, during the effective term of the Agreement, disclose to others or use for the benefit of others or itself any such information so long as such information is of a secret or confidential nature.

# PARK STRATEGIES, LLC

Lobbying Services Agreement  
July 15, 2016  
Page 2 of 2

If Consultant shall be subject to any claim, demand, or penalty or become a party to any suit or other judicial or administrative proceeding by reason of any claimed act or omission by Client, or by reason of any act occurring in connection with the provisions of services hereunder, the Client shall Indemnify and hold Consultant harmless against all judgements, settlements, penalties, and expenses, including but not limited to, attorney's fees, court costs, and other expenses of litigation or administrative proceedings, incurred by or imposed on Consultant in connection with the investigation or defense relating to such claims, litigation or administrative proceedings. At the election of Consultant, Client shall also defend Consultant against such suit, or other judicial, or administrative proceeding.

This Agreement shall be governed and construed in accordance with the laws of the State of New York, without regard to conflicts of law principles. This Agreement constitutes the entire agreement of the parties and may be changed or modified only in writing signed by both parties in accordance with its terms.

IN WITNESS WHEREOF, if the above is consistent with you understanding of the Agreement between Client and Consultant, please sign below and return to the undersigned.

Renaissance Downtowns Urban Holdings, LLC  
9 Gerhard Road  
Plainview, NY 11803

Park Strategies, LLC  
101 Park Avenue  
Suite 2506  
New York, NY 10178

By:   
Mr. Donald Monti *PRESIDENT*

Dated: 7-14-16

By:   
Armand D'Amato  
Managing Director

Dated: July 13, 2016

# PARK STRATEGIES, LLC

December 19, 2016

## VIA ELECTRONIC MAIL

Joe Brown  
President & CEO  
Roth Industries, Inc.  
268 Bellew Ave. South  
Watertown, New York 13601

### Consulting Services Agreement

Dear Mr. Brown:

This Consulting Services Agreement (hereinafter the "Agreement") is between ROTH INDUSTRIES, INC. ("Client") and PARK STRATEGIES, LLC ("Consultant"), and relates to consulting services rendered by Consultant on behalf of Client with respect to administrative, legislative, and regulatory issues related to Client's fuel oil storage tank technology and community wastewater treatment programs in New York State. The scope of work to be furnished consists of that set out in "Attachment A (Scope of Work)", which is hereby incorporated into this Agreement. Client hereby expressly authorizes Consultant to engage in lobbying activity before the executive and legislative branches and administrative agencies of the government of the United States and the State of New York and their political subdivisions, during the effective term of this Agreement.

The effective term of this Agreement shall commence as of January 1, 2017 and continue through December 31, 2017. This term may be extended pursuant to the mutual written agreement of the parties. Consultant and Client shall each have the unilateral right to terminate this Agreement, for any reason whatsoever, upon thirty (30) days written notice to the other party.

In consideration of such aforementioned consulting services be rendered, Client shall pay to Consultant \$6,500.00 per month during the effective term of this Agreement. Said monthly fee shall be due and payable on the 1<sup>st</sup> day of each month, with the exception of the first monthly payment which shall be due upon the execution of this Agreement.

All material information which the Consultant presently has or which may come into Consultant's possession during the effective term of the Agreement relative to the business activities of Client or its clients which is of a secret or confidential nature is and shall remain the property of Client. Consultant shall not, during the effective term of the Agreement, disclose to others or use for the benefit of others or itself any such material information so long as such information is of a secret or confidential nature.

If Consultant shall be subject to any claim, suit, action, proceeding, investigation, judgment, deficiency, demand, damage, settlement, or liability by reason of any claimed act or omission by Client, the Client shall indemnify and hold Consultant harmless against all judgments, settlements, penalties, and expenses, including but not limited to other expenses of litigation or administrative proceedings, incurred by or imposed on Consultant in connection with the investigation or defense relating to such claims, suits, actions, proceedings, investigations, judgments, deficiency's, demands, damages, settlements, or liabilities. At the election of Consultant, Client shall also defend Consultant against such suit, or other judicial, or administrative proceeding.

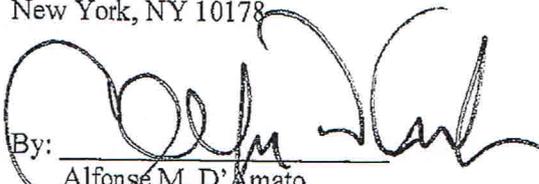
This Agreement shall be governed and construed in accordance with the laws of the State of New York, without regard to conflicts of law principles. This Agreement is the parties' complete and exclusive agreement on the matters contained in this Agreement. The parties' may amend this Agreement only by the parties' written agreement that identifies itself as an amendment to this Agreement.

If the above is consistent with your understanding of the Agreement between Client and Consultant, please sign below and return to the undersigned.

Roth Industries, Inc.  
268 Bellew Ave. South  
Watertown, NY 13601

Park Strategies, LLC  
101 Park Avenue  
Suite 2506  
New York, NY 10178

By:   
Joe Brown  
President & CEO

By:   
Alfonse M. D'Amato  
Managing Director

Date: 1/10/17

Date: 12/19/16

## ATTACHMENT A

### SCOPE OF WORK

Park Strategies LLC and Bond, Schoeneck and King PLLC shall assist Roth Industries, Inc. (hereinafter "Roth USA") with various administrative, legislative, and regulatory matters related to its business in New York State, including the drafting and promoting of legislation to insure the safest replacement requirements for above ground home heating fuel oil storage tanks; engaging with appropriate state and federal authorities to facilitate the widest acceptance of Roth USA fuel oil storage tanks in New York; and advising Roth USA in navigating various national, state, and local codes relating to above ground home heating fuel oil storage.

In addition, Park Strategies, LLC shall work with Roth USA to promote its wastewater storage systems with various state, local, and federal authorities, including federal statutory and regulatory bodies that provide funding for community wastewater treatment programs.

To advance these initiatives, we will arrange meetings with officials of the New York State Department of Environmental Conservation, Federal environmental and water resources authorities, members of the New York State legislature Committees on Environmental Conservation, U.S. Congressional members, the U.S. Environmental Protection Agency, and any other government entities with authority over above ground home heating fuel oil storage and/or wastewater storage and treatment issues.

For these services we propose a monthly retainer fee of \$6,500 commencing January 1, 2017 and continuing through December 31, 2017.

# PARK STRATEGIES, LLC

May 17, 2016

**VIA ELECTRONIC MAIL**

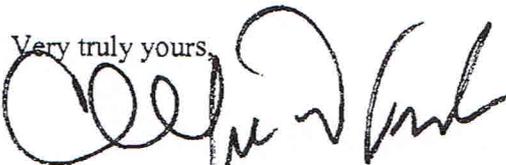
Richard J. Murphy  
President & Chief Executive Officer  
South Nassau Communities Hospital  
One Healthy Way  
Oceanside, NY 11572

Re: Extension of Consulting & Lobbying Services Agreement

Dear Rich:

By this Letter Agreement, Park Strategies, LLC ("Consultant") and South Nassau Communities Hospital ("Client") hereby agree to extend the original Consulting & Lobbying Services Agreement between the parties, dated May 27, 2014 for a period of twelve (12) months, commencing on May 31, 2016 and continuing through May 31, 2017. This Letter Agreement extends each of the terms contained in the original Consulting & Lobbying Services Agreement between the parties. Nothing in this Letter Agreement shall be deemed to modify or alter the terms of said original Consulting Services Agreement except as otherwise expressly stated herein.

Please sign the attached copy of this Letter Agreement indicating your understanding and acceptance of the terms of this agreement and return. We look forward to continuing our work together.

Very truly yours,  


Alfonse M. D'Arato  
Managing Director

**Agreed to and accepted by:**  
South Nassau Communities Hospital

By:   
Richard J. Murphy  
President & Chief Executive Officer

# PARK STRATEGIES, LLC

January 8, 2016

## VIA ELECTRONIC MAIL

Mike Murray  
President & CEO  
TransDev Services, Inc.  
720 East Butterfield Road  
Suite 300  
Lombard, Illinois 60148

### Re: Authorization of Lobbying Services

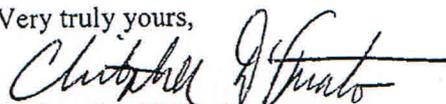
Dear Mr. Murray:

By this letter, TransDev Services, Inc. ("Client") hereby expressly authorizes Park Strategies, LLC ("Consultant") to engage in lobbying activity on its behalf from January 1, 2016 until revoked by the Client. As such, Client authorizes Consultant to represent Client before the administrative, executive, and legislative branches of the government of the State of New York, and its political subdivisions during said period.

Client and Consultant further represent that Consultant's compensation for any such lobbying activity undertaken on Client's behalf during this time shall be \$10,000 per month. No additional compensation shall be paid to Consultant for such lobbying activity.

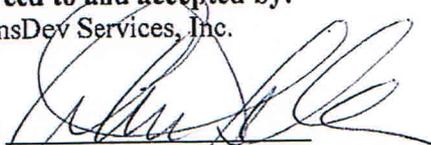
Please sign the enclosed copy of this letter indicating your acknowledgement and acceptance of the statements made herein and return to me.

Very truly yours,

  
Christopher D'Amato  
Executive Vice President and General Counsel

Agreed to and accepted by:  
TransDev Services, Inc.

By:

  
~~Mike Murray~~ *Alan B. Moldaver*  
~~President & CEO~~ *EVP & General Counsel*

Date: 1-11-16

# PARK STRATEGIES, LLC

January 15, 2015

Ms. Victoria Manes  
President, Triad Group LLC  
185 Jordan Road  
Troy, NY 12180

Dear Ms. Manes:

This Agreement is between Triad Group LLC ("Company") and Park Strategies, LLC ("Consultant") and relates to consulting services rendered by Consultant as an advisor to Company with respect to procurement lobbying, strategic planning, and government relations.

The term of this Agreement shall commence as of the date that it is fully executed and continue until December 31, 2019. This term may be extended or modified pursuant to the mutual written agreement of the parties.

In consideration of such aforementioned consulting services rendered or to be rendered, Company will pay to Consultant \$5,000.00, due and payable on the 1<sup>st</sup> day of each month, with the exception of the first monthly fee, which is due upon the execution of this Agreement.

All information which the Consultant presently has or which may come into Consultant's possession during the engagement relative to the business activities of Company or its clients which is of a secret or confidential nature is and shall remain the property of Company. Consultant shall not, during the engagement or thereafter, disclose to others or use for the benefit of others or itself any such information without prior written approval by Company.

If Consultant shall be subject to any claim, demand or penalty or become a party to any suit or other judicial or administrative proceeding by reason of any claimed act or omission by Company, shall indemnify and hold Consultant harmless against all judgments, settlements, penalties and expenses, including attorneys fees, court costs and other expenses of litigation or administrative proceeding, incurred by or imposed on Consultant in connection with the investigation or defense relating to such

Consulting Services Agreement  
January 15, 2015  
Page 2 of 2

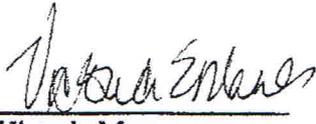
claim or litigation or administrative proceeding and, at the election of either party, Company shall also defend Consultant.

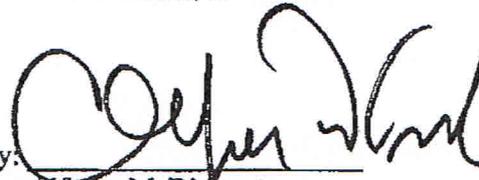
This Agreement shall be governed and construed in accordance with the laws of the State of New York, without reference to choice of law doctrine.

If the above is consistent with your understanding of the Agreement between Company and Consultant, please sign below and return to the undersigned.

Triad Group LLC  
185 Jordan Road  
Troy, NY  
12180

Park Strategies, LLC  
101 Park Avenue  
Suite 2506  
New York, NY 10178

By:   
Victoria Manes  
President

By:   
Alfonse M. D'Amato  
Managing Director

Date: 1/16/15

Date: 1/15/2015

# PARK STRATEGIES, LLC

December 1, 2016

John Blasig  
Chief Executive Officer  
Universal Management Technology Solutions, Inc.  
10 Liberty Street, Suite 30E  
New York, NY 10005

## Extension of Consulting Agreement

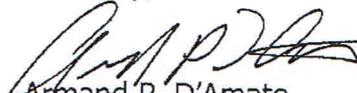
Dear Mr. Blasig:

By this letter, Universal Management Technology Solutions, Inc. ("Client") hereby expressly authorizes Park Strategies, LLC ("Consultant") to engage in consulting and lobbying activity on its behalf until December 31, 2017. This extension is subject to the terms and conditions of the consulting agreement between the parties, dated December 18, 2015. As such Client authorizes Consultant to represent Client before the legislative, executive, and administrative branches of government within the State of New York during said period.

Client and Consultant further represent that Consultant's compensation for any such consulting/lobbying activity undertaken; on Client's behalf during this time shall be \$5,000 per month.

Please sign the enclosed copy of this letter indicating your acknowledgement and acceptance of the statements made herein and return it to me.

Sincerely,

  
Armand P. D'Amato  
Managing Director

By:   
John Blasig  
CEO

Date: 12 17 / 16