



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.

Davidoff Hutcher & Citron LLP
150 State St # 5,
Albany, NY 12207
(518) 465-8230

for individual lobbyists please see Addendum #1

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

Davidoff Hutcher & Citron LLP
Federal, New York State, New York City, Nassau County, Suffolk County

for individual lobbyists please see Addendum #1

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

Please See Addendum #2

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.**

Provide information, including costs and possible revenue generation, through meetings, telephone calls and written communications regarding the goods and services to our clients. Actively support or oppose executive and/or legislative proposals which would benefit or adversely affect our clients and their future business opportunities.

This applies to all clients listed in Addendum #2

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

Nassau County Executive
Nassau County Legislature
Nassau County Board of Elections
Nassau County Attorney's Office
Nassau County Department of Assessment
Nassau County Department of Human Services
Nassau County Department of Information Technology

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:

none

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: February 22, 2021

Signed: 

Print Name: Steve Malito

Title: Partner & Chair, State Government Relations

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 by 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.

Davidoff Hutcher & Citron LLP
Lobbyists Engaging Nassau County
Addendum # 1

Name	Address	Phone Number	Registered to Lobby in
Charles Capetanakis	Davidoff Hutcher & Citron LLP 605 Third Avenue New York, New York 10158	212-557-7200	Nassau County New York City New York State
Sean Crowley	Davidoff Hutcher & Citron LLP 605 Third Avenue New York, New York 10158	212-557-7200	Nassau County New York City New York State Federal
Sid Davidoff	Davidoff Hutcher & Citron LLP 605 Third Avenue New York, New York 10158	212-557-7200	Nassau County New York City New York State Federal
Arthur Goldstein	Davidoff Hutcher & Citron LLP 605 Third Avenue New York, New York 10158	212-557-7200	Nassau County New York City New York State Federal
John B. Kiernan	Davidoff Hutcher & Citron LLP 605 Third Avenue New York, New York 10158	212-557-7200	Nassau County Suffolk County New York City New York State Federal
Stephen A. Malito	Davidoff Hutcher & Citron LLP 605 Third Avenue New York, New York 10158	212-557-7200	Nassau County Suffolk County New York City New York State Federal
Nicole L. Weingartner	Davidoff Hutcher & Citron LLP 605 Third Avenue New York, New York 10158	212-557-7200	Nassau County Suffolk County New York City New York State

Davidoff Hutter & Citron LLP Clients
 Clients Represented in Nassau County
 Addendum #2

Name	Address	Phone Number
Election Systems & Software	11208 John Galt Blvd. Omaha, NE 68137	1-877-377-8683
Nassau Village Officials Association	P.O. Box 484 New Hyde Park, NY 11040-5572	516-437-1455
Castagna Realty Co., Inc.	2110 Northern Blvd., Suite 201 Manhasset, New York 11030	516-627-6700
Family Residences and Essential Enterprises, Inc. (FREE)	191 Bethpage Sweet Hollow Road Old Bethpage, New York 11804	516-870-1600
SCO Family of Services	1 Alexander Place Glen Cove, New York 11542	516-671-1253
JUUL Labs, Inc.	560 20 th Street San Francisco, CA 94107	855-509-5885
E&A Restoration Inc.	130 Crossways Park Drive Suite 101 Woodbury, New York 11797	516-921-7030



DAVIDOFF HUTCHER & CITRON LLP

ATTORNEYS AT LAW

605 THIRD AVENUE
NEW YORK, NEW YORK 10158

TEL: (212) 557-7200

FAX: (212) 286-1884

WWW.DHCLEGAL.COM

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WEST PALM BEACH, FL 33401
(561) 567-8488

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WASHINGTON, D.C.
ATTORNEYS AT LAW
201 MASSACHUSETTS AVENUE N.E.
WASHINGTON, D.C. 20002
(202) 347-1117

December 7, 2020

Jenny Sakalis
E&A Restoration Inc.
130 Crossways Park Drive
Suite 101
Woodbury, New York 11797

Re: City & State Lobbying Retainer

Dear Ms. Sakalis:

This letter shall serve as a formal retainer agreement between E&A Restoration Inc. (E&A) and Davidoff Hutcher & Citron, LLP (DHC) for DHC to provide government relations and lobbying services for E&A. Specifically, DHC will represent E&A before the State of New York and the City of New York.

The term of this agreement shall be January 1, 2021 up to and including December 31, 2021. For its professional services DHC shall be paid \$4,000 per month for the remainder of this retainer. All payments are pre-paid in full by the 1st of each month. Expenses and disbursements related to our representation will be billed separately. Please note this retainer agreement becomes effective when both parties have executed said agreement. Either party to this retainer agreement may cancel said agreement at any time upon giving 30 days written notice to the other party.

E&A acknowledges that no one from DHC has made any representations as to the likelihood of success regarding matters undertaken under this retainer. It is further acknowledged that fees payable to DHC cannot be and are not contingent upon the favorable actions of any government official, the adoption of any law, rule or regulation or the granting of any license or permit. E&A understands that this agreement does not include the provision of other legal services such as litigation, the appearance in matters before a judge or regulatory hearing officer, transactional matters, and formal rule making proceedings. Any legal services provided by the firm will be billed under a separate retainer agreement.

The State of New York has recently adopted a Fee Dispute Resolution Program that provides for informal and expeditious resolution of fee disputes between attorneys and clients. Among other things, that program permits a client under some circumstances to demand that a fee disputed be arbitrated. We will provide the necessary information concerning this program in the event of a dispute concerning our fee, or at your request.

Pursuant to the provisions of the New York City Administrative Code ("Administrative Code") and the laws of the State of New York ("State Laws"), certain of the tasks to be undertaken by the firm pursuant to this retainer agreement may be deemed to be "lobbying activities" and require registration with, respectively the New York City Clerk and the New York State Joint Commission On Public Ethics. The lobbying laws also require the periodic reporting of lobbying activities as well as the compensation received and expenses incurred in connection with such activities. The law also requires that you, as the

client, shall file an annual report concerning the fees and expenses paid to the firm. To the extent registration is required you agree to fully cooperate with respect to all requirements of the Administrative Code and the State Laws as set forth below.

Once our engagement under this retainer agreement is registered with the City and State, you are required by law to file an annual report with New York City Clerk online as well as bi-annual and annual reports with the New York State Joint Commission on Public Ethics, even if the matter is terminated during the year. These reports will include the details of the fees and disbursements paid to our firm under this retainer agreement. Your failure to comply with these reporting requirements could subject you to liability for civil or criminal penalties. We will assist you with this process and, in the interim, would be pleased to answer any questions you may have regarding the City and State lobbyist registration requirements.

In order for us to file this 2021 retainer agreement in a timely fashion with the New York State Joint Commission on Public Ethics and the New York City Clerk, we ask that you sign and return a copy to us via email or regular mail.

Thank you.

Sincerely,

Charles Capetanakis

Charles Capetanakis

Agreed to and Accepted:

E&A Restoration Inc.

Jenny Sakalis

Jenny Sakalis

12 / 07 / 2020

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AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

This document was requested on dhclegal.cliogrow.com and signed on dhclegal.cliogrow.com

Document History

 SENT	12 / 07 / 2020 14:29:00 UTC	Sent for signature to Jenny Sakalis (jsakalis@earestoration.com) and Charles Capetanakis (cc@dhclegal.com) from nlr@dhclegal.com IP: 24.102.77.7
 VIEWED	12 / 07 / 2020 14:29:51 UTC	Viewed by Charles Capetanakis (cc@dhclegal.com) IP: 69.114.74.9
 SIGNED	12 / 07 / 2020 14:30:09 UTC	Signed by Charles Capetanakis (cc@dhclegal.com) IP: 69.114.74.9
 VIEWED	12 / 07 / 2020 19:07:44 UTC	Viewed by Jenny Sakalis (jsakalis@earestoration.com) IP: 24.185.100.70
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ATTORNEYS AT LAW
201 MASSACHUSETTS AVENUE N.E.
WASHINGTON, D.C. 20002
(202) 347-1117

December 7, 2020

Alexander Wong
Castagna Realty Co., Inc.
2110 Northern Blvd., Suite 201
Manhasset, NY 11030

Re: State Lobbying Retainer

Dear Mr. Wong:

This letter shall serve as a formal retainer agreement between Castagna Realty Co., Inc. (Castagna) and Davidoff Hutcher & Citron, LLP (DHC) for DHC to provide government relations and lobbying services for Castagna. Specifically, DHC will represent Castagna before the State of New York.

The term of this agreement shall be January 1, 2021 up to and including December 31, 2021. For its professional services DHC shall be paid \$3,000 per month for the remainder of this retainer. All payments are pre-paid in full by the 1st of each month. Expenses and disbursements related to our representation will be billed separately. Please note this retainer agreement becomes effective when both parties have executed said agreement. Either party to this retainer agreement may cancel said agreement at any time upon giving 30 days written notice to the other party.

Castagna acknowledges that no one from DHC has made any representations as to the likelihood of success regarding matters undertaken under this retainer. It is further acknowledged that fees payable to DHC cannot be and are not contingent upon the favorable actions of any government official, the adoption of any law, rule or regulation or the granting of any license or permit. In addition, legal services are not included in this retainer. Any legal services provided by DHC will be billed under a separate, formal legal retainer agreement.

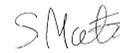
The State of New York has recently adopted a Fee Dispute Resolution Program that provides for informal and expeditious resolution of fee disputes between attorneys and clients. Among other things, that program permits a client under some circumstances to demand that a fee disputed be arbitrated. We will provide the necessary information concerning this program in the event of a dispute concerning our fee, or at your request.

Once our engagement under this retainer agreement is registered with the State, you are required by law to file bi-annual and annual reports with the New York State Joint Commission on Public Ethics, even if the matter is terminated during the year. These reports will include the details of the fees and disbursements paid to our firm under this retainer agreement. Your failure to comply with these reporting requirements could subject you to liability for civil or criminal penalties. We will assist you with this process and, in the interim, would be pleased to answer any questions you may have regarding the State lobbyist registration requirements.

In order for us to file this 2021 retainer agreement in a timely fashion with the New York State Joint Commission on Public Ethics, we ask that you sign and return a copy to us via email or regular mail.

Thank you.

Sincerely,



Steve Malito

Agreed to and Accepted:

Castagna Realty Co., Inc.



Alexander Wong

01 / 11 / 2021

TITLE	Hello
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 VIEWED	12 / 15 / 2020 18:11:38 UTC	Viewed by Alexander Wong (awong@americanamanhasset.com) IP: 69.74.55.194
 SIGNED	01 / 11 / 2021 23:17:08 UTC	Signed by Alexander Wong (awong@americanamanhasset.com) IP: 68.132.65.254
 COMPLETED	01 / 11 / 2021 23:17:08 UTC	The document has been completed.



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WASHINGTON, D.C. 20002
(202) 347-1117

November 30, 2020

Ralph Kreitzman
Nassau County Village Officials Association
P.O. Box 2312309
Great Neck, NY 11023

Re: State Lobbying Retainer

Dear Mr. Kreitzman:

This letter shall serve as a formal retainer agreement between Nassau County Village Officials Association (NCVOA) and Davidoff Hutcher & Citron, LLP (DHC) for DHC to provide government relations and lobbying services for NCVOA. Specifically, DHC will represent NCVOA before the State of New York.

The term of this agreement shall be January 1, 2021 up to and including December 31, 2021. For its professional services DHC shall be paid \$2,500 per month for the remainder of this retainer. All payments are pre-paid in full by the 1st of each month. Expenses and disbursements related to our representation will be billed separately, with a \$3,500 per annum cap. Please note this retainer agreement becomes effective when both parties have executed said agreement. Either party to this retainer agreement may cancel said agreement at any time upon giving 30 days written notice to the other party.

NCVOA acknowledges that no one from DHC has made any representations as to the likelihood of success regarding matters undertaken under this retainer. It is further acknowledged that fees payable to DHC cannot be and are not contingent upon the favorable actions of any government official, the adoption of any law, rule or regulation or the granting of any license or permit. In addition, legal services are not included in this retainer. Any legal services provided by DHC will be billed under a separate, formal legal retainer agreement.

The State of New York has recently adopted a Fee Dispute Resolution Program that provides for informal and expeditious resolution of fee disputes between attorneys and clients. Among other things, that program permits a client under some circumstances to demand that a fee disputed be arbitrated. We will provide the necessary information concerning this program in the event of a dispute concerning our fee, or at your request.

Once our engagement under this retainer agreement is registered with the State, you are required by law to file bi-annual and annual reports with the New York State Joint Commission on Public Ethics, even if the matter is terminated during the year. These reports will include the details of the fees and disbursements paid to our firm under this retainer agreement. Your failure to comply with these reporting requirements could subject you to liability for civil or criminal penalties. We will assist you with this process and, in the interim, would be pleased to answer any questions you may have regarding the State lobbyist registration requirements.

In order for us to file this 2021 retainer agreement in a timely fashion with the New York State Joint Commission on Public Ethics, we ask that you sign and return a copy to us via email or regular mail.

Thank you.

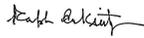
Sincerely,



Steve Malito

Agreed to and Accepted:

Nassau County Village Officials Association



Ralph Kreitzman

12 / 03 / 2020

TITLE	Hello
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11 / 30 / 2020

16:23:12 UTC

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IP: 24.102.77.7



VIEWED

11 / 30 / 2020

16:24:05 UTC

Viewed by Steve Malito (sam@dhclegal.com)
IP: 24.102.77.7



SIGNED

11 / 30 / 2020

16:24:22 UTC

Signed by Steve Malito (sam@dhclegal.com)
IP: 24.102.77.7



VIEWED

11 / 30 / 2020

16:37:38 UTC

Viewed by Ralph Kreitzman (exec@ncvoa.org)
IP: 69.123.149.101



SIGNED

12 / 03 / 2020

23:20:07 UTC

Signed by Ralph Kreitzman (exec@ncvoa.org)
IP: 69.123.149.101



COMPLETED

12 / 03 / 2020

23:20:07 UTC

The document has been completed.

NINTH AMENDMENT TO CONSULTING AGREEMENT

This Ninth Amendment ("Ninth Amendment") shall be deemed a material part of that certain Consulting Agreement by and between Election Systems & Software, LLC, a Delaware limited liability company ("ES&S") and Davidoff, Hutcher & Citron, LLP., a New York limited liability partnership ("Consultant"), dated July 8, 2011 ("Initial Agreement") as amended by (i) that certain First Amendment to Agreement dated July 20, 2012 ("First Amendment"), (ii) that certain Second Amendment dated December 9, 2013 ("Second Amendment"), (iii) that certain Third Amendment dated December 8, 2014 ("Third Amendment"), (iv) that certain Fourth Amendment dated November 10, 2016 ("Fourth Amendment"), (v) that certain Fifth Amendment dated December 9, 2016 ("Fifth Amendment"), (vi) that certain Sixth Amendment dated December 14, 2017 ("Sixth Amendment"), (vii) that certain Seventh Amendment dated January 2, 2019 ("Seventh Amendment"), (viii) that certain Eighth Amendment dated November 20, 2019. (The Initial Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, and Eighth Amendment are collectively referred to herein as the "Agreement.") The terms of this Ninth Amendment shall modify and supersede any and all inconsistent terms of the Agreement. Capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Agreement.

RECITALS

WHEREAS, Consultant performs consulting and lobbying services for ES&S under the terms and conditions set forth in the Agreement;

WHEREAS, both ES&S and Consultant wish to amend the Agreement to extend the term of the Agreement; and

WHEREAS, the Agreement is a valid and subsisting agreement between ES&S and Consultant and both parties shall continue to be bound by the terms and conditions of the Agreement not otherwise amended herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby specifically incorporated into, and deemed a material part of this Amendment.

2. **Term.** The first sentence of Section 6 of the Agreement is hereby deleted in its entirety and replace in its entirety with the following. Except as amended herein, the remainder of Section 6 shall remain in full force and effect.

"6. **Term.** This Agreement will begin on the Effective Date, and will remain in full force through December 31, 2021, subject to the following termination rights."

3. **Payment.** Subdivision (a) of Paragraph 3 of the Agreement is hereby amended by deleting the first sentence and replacing it with the following:

"ES&S will pay a retainer of twelve thousand dollars (\$12,000.00) on a monthly

basis during the term of this Agreement in consideration for the Services performed by Consultant, the first such payment being due on January 1, 2021."

4. **Indemnification.** The Agreement is hereby amended to add the following additional provision.

"19. **Indemnification.** Consultant hereby agrees to indemnify and hold harmless ES&S and its members, directors, officers, employees, subsidiaries, affiliates, agents, successors and assigns from and against all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, penalties, fines, amounts paid in settlement, losses, costs, expenses and fees, including court costs and reasonable attorneys' fees and expenses, arising out of, or resulting from the services to be provided by Consultant under this Agreement and its obligations hereunder, including, but not limited to, Consultant's obligations as set forth in Section 4 of this Agreement."

5. **Media.** The Agreement is hereby amended to add the following additional provision.

"20. **Media.** In all matters relating to this Agreement, ES&S, its services, or its customers, all inquiries from news media or requests for public statements shall be referred to ES&S and responded to solely by ES&S unless otherwise agreed to by ES&S. If Contractor wishes to make public statements regarding these matters, it shall first contact ES&S' Senior Vice President of Government Relations or his/her designated contact for prior written approval of any public statements. Consultant shall provide such statement in written form to ES&S for review and written approval prior to any public release. ES&S shall provide any approval or disapproval of any public statements within one business day after receipt of any proposed statements from Consultant."

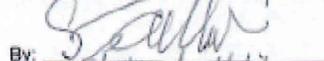
4. **Continuing Validity of Agreement.** Except as specifically set forth in this Amendment, all remaining terms and conditions of the Agreement shall remain in full force and effect.

EXECUTED as of the 5th day of December, 2020.

ELECTION SYSTEMS & SOFTWARE, LLC
a Delaware limited liability company

By: 
Its: VP of Finance

DAVIDOFF, HUTCHER & CITRON, LLP
a New York limited liability partnership

By: 
Its: Stephen A. Marino

EIGHTH AMENDMENT TO CONSULTING AGREEMENT

This Eighth Amendment ("Seventh Amendment") shall be deemed a material part of that certain Consulting Agreement by and between Election Systems & Software, LLC., a Delaware limited liability company ("ES&S") and Davidoff, Hutcher & Citron, LLP., a New York limited liability partnership ("Consultant"), dated July 8, 2011 ("Initial Agreement") as amended by that certain First Amendment to Agreement dated July 20, 2012 ("First Amendment"), as further amended by that certain Second Amendment dated December 9, 2013 ("Second Amendment"), as further amended by that certain Third Amendment dated December 8, 2014 ("Third Amendment"), as further amended by that certain Fourth Amendment dated November 10th, 2016 ("Fourth Amendment"), as further amended by that certain Fifth Amendment dated December 9, 2016 ("Fifth Amendment"), as further amended by that certain Sixth Amendment dated December 14, 2017 ("Sixth Amendment"), and as further amendment by that certain Seventh Amendment dated (January 2, 2019 ("Seventh Amendment")). (The Initial Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, and Seventh Amendment are collectively referred to herein as the "Agreement.") The terms of this Eighth Amendment shall modify and supersede any and all inconsistent terms of the Agreement. Capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Agreement.

RECITALS

WHEREAS, Consultant performs consulting and lobbying services for ES&S under the terms and conditions set forth in the Agreement;

WHEREAS, both ES&S and Consultant wish to amend the Agreement to extend the term of the Agreement; and

WHEREAS, the Agreement is a valid and subsisting agreement between ES&S and Consultant and both parties shall continue to be bound by the terms and conditions of the Agreement not otherwise amended herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby specifically incorporated into, and deemed a material part of this Amendment.

2. **Term.** The first sentence of Section 6 of the Agreement is hereby deleted in its entirety and replace in its entirety with the following. Except as amended herein, the remainder of Section 6 shall remain in full force and effect.

"6. **Term.** This Agreement will begin on the 8th day of July, 2011, and will remain in full force through December 31, 2020, subject to the following termination rights."

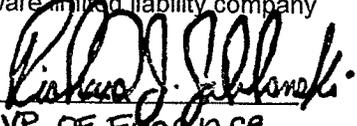
3. **Payment.** Subdivision (a) of Paragraph 3 of the Agreement is hereby amended by deleting the first sentence and replacing it with the following:

"ES&S will pay a retainer of twelve thousand dollars (\$12,000.00) on a monthly basis during the term of this Agreement in consideration for the Services performed by Consultant, the first such payment being due on January 1, 2020."

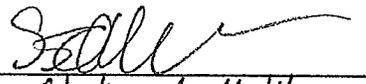
4. **Continuing Validity of Agreement.** Except as specifically set forth in this Amendment, all remaining terms and conditions of the Agreement shall remain in full force and effect.

EXECUTED as of the 20th day of November, 2019.

ELECTION SYSTEMS & SOFTWARE, LLC
a Delaware limited liability company

By: 
Its: VP OF FINANCE

DAVIDOFF, HUTCHER & CITRON, LLP
a New York limited liability partnership

By: 
Its: Stephen A. Malito

SEVENTH AMENDMENT TO CONSULTING AGREEMENT

This Seventh Amendment ("Seventh Amendment") shall be deemed a material part of that certain Consulting Agreement by and between Election Systems & Software, LLC., a Delaware limited liability company ("ES&S") and Davidoff, Hutcher & Citron, LLP., a New York limited liability partnership ("Consultant"), dated July 8, 2011 ("Initial Agreement") as amended by that certain First Amendment to Agreement dated July 20, 2012 ("First Amendment"), as further amended by that certain Second Amendment dated December 9, 2013 ("Second Amendment"), as further amended by that certain Third Amendment dated December 8, 2014 ("Third Amendment"), as further amended by that certain Fourth Amendment dated November 10th, 2016 ("Fourth Amendment"), as further amended by that certain Fifth Amendment dated December 9, 2016 ("Fifth Amendment"), and as further amended by that certain Sixth Amendment dated December 14, 2017 ("Sixth Amendment"). (The Initial Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and Sixth Amendment are collectively referred to herein as the "Agreement.") The terms of this Seventh Amendment shall modify and supersede any and all inconsistent terms of the Agreement. Capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Agreement.

RECITALS

WHEREAS, Consultant performs consulting and lobbying services for ES&S under the terms and conditions set forth in the Agreement;

WHEREAS, both ES&S and Consultant wish to amend the Agreement to extend the term of the Agreement; and

WHEREAS, the Agreement is a valid and subsisting agreement between ES&S and Consultant and both parties shall continue to be bound by the terms and conditions of the Agreement not otherwise amended herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby specifically incorporated into, and deemed a material part of this Amendment.

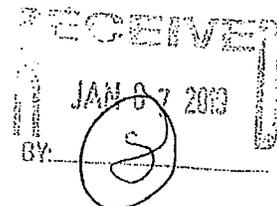
2. Term. The first sentence of Section 6 of the Agreement is hereby deleted in its entirety and replace in its entirety with the following. Except as amended herein, the remainder of Section 6 shall remain in full force and effect.

"6. Term. This Agreement will begin on the 8th day of July, 2011, and will remain in full force through December 31, 2019, subject to the following termination rights."

3. Payment. Subdivision (a) of Paragraph 3 of the Agreement is hereby amended by deleting the first sentence and replacing it with the following:

"ES&S will pay a retainer of twelve thousand dollars (\$12,000.00) on a monthly basis during the term of this Agreement in consideration for the Services performed by Consultant, the first such payment being due on January 1, 2019."

4. Continuing Validity of Agreement. Except as specifically set forth in this Amendment, all remaining terms and conditions of the Agreement shall remain in full force and effect.

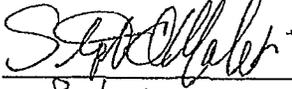


EXECUTED as of the 2nd day of January, 2019.

ELECTION SYSTEMS & SOFTWARE, LLC
a Delaware limited liability company

By: 
Its: VP of Finance

DAVIDOFF, HUTCHER & CITRON, LLP
a New York limited liability partnership

By: 
Its: Partner

RECEIVED
DEC 15 2017
BY: [Signature]

SIXTH AMENDMENT TO CONSULTING AGREEMENT

This Sixth Amendment ("Sixth Amendment") shall be deemed a material part of that certain Consulting Agreement by and between Election Systems & Software, LLC., a Delaware limited liability company ("ES&S") and Davidoff, Hutcher & Citron, LLP., a New York limited liability partnership ("Consultant"), dated July 8, 2011 ("Initial Agreement") as amended by that certain First Amendment to Agreement dated July 20, 2012 ("First Amendment"), as further amended by that certain Second Amendment dated December 9, 2013 ("Second Amendment"), as further amended by that certain Third Amendment dated December 8, 2014 ("Third Amendment"), as further amended by that certain Fourth Amendment dated November 10th, 2016 ("Fourth Amendment"), and as further amended by that certain Fifth Amendment dated December 9, 2016 ("Fifth Amendment"). (The Initial Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment are collectively referred to herein as the "Agreement.") The terms of this Sixth Amendment shall modify and supersede any and all inconsistent terms of the Agreement. Capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Agreement.

RECITALS

WHEREAS, Consultant performs consulting and lobbying services for ES&S under the terms and conditions set forth in the Agreement;

WHEREAS, both ES&S and Consultant wish to amend the Agreement to extend the term of the Agreement; and

WHEREAS, the Agreement is a valid and subsisting agreement between ES&S and Consultant and both parties shall continue to be bound by the terms and conditions of the Agreement not otherwise amended herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby specifically incorporated into, and deemed a material part of this Amendment.
2. **Term.** Paragraph 6 of the Agreement is hereby amended by deleting the first sentence and replacing it with the following:

~~"This Agreement will begin on the 8th day of July, 2011, and will remain in full force through December 31, 2018, subject to the following termination rights."~~

3. **Continuing Validity of Agreement.** Except as specifically set forth in this Amendment, all remaining terms and conditions of the Agreement shall remain in full force and effect.

EXECUTED as of the 14th day of December, 2017.

ELECTION SYSTEMS & SOFTWARE, LLC
a Delaware limited liability company

By: [Signature]
Its: [Signature]

DAVIDOFF, HUTCHER & CITRON, LLP
a New York limited liability partnership

By: [Signature]
Its: [Signature]



FIFTH AMENDMENT TO CONSULTING AGREEMENT

This Fifth Amendment ("Fifth Amendment") shall be deemed a material part of that certain Consulting Agreement by and between Election Systems & Software, LLC., a Delaware limited liability company ("ES&S") and Davidoff, Hutcher & Citron, LLP., a New York limited liability partnership ("Consultant"), dated July 8, 2011 ("Initial Agreement") as amended by that certain First Amendment to Agreement dated July 20, 2012 ("First Amendment"), as further amended by that certain Second Amendment dated December 9, 2013 ("Second Amendment"), as further amended by that certain Third Amendment dated December 8, 2014 ("Third Amendment"), and as further amended by that certain Fourth Amendment dated November 10th, 2016 ("Fourth Amendment"). (The Initial Agreement, First Amendment, Second Amendment, Third Amendment, and Fourth Amendment are collectively referred to herein as the "Agreement.") The terms of this Fifth Amendment shall modify and supersede any and all inconsistent terms of the Agreement. Capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Agreement.

RECITALS

WHEREAS, Consultant performs consulting and lobbying services for ES&S under the terms and conditions set forth in the Agreement;

WHEREAS, both ES&S and Consultant wish to amend the Agreement to extend the term of the Agreement; and

WHEREAS, the Agreement is a valid and subsisting agreement between ES&S and Consultant and both parties shall continue to be bound by the terms and conditions of the Agreement not otherwise amended herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby specifically incorporated into, and deemed a material part of this Amendment.

2. Term. Paragraph 6 of the Agreement is hereby amended by deleting the first sentence and replacing it with the following:

"This Agreement will begin on the 1st day of January, 2017, and will remain in full force through December 31, 2017, subject to the following termination rights."

3. Continuing Validity of Agreement. Except as specifically set forth in this Amendment, all remaining terms and conditions of the Agreement shall remain in full force and effect.

EXECUTED as of the 9th day of December, 2016.

ELECTION SYSTEMS & SOFTWARE, LLC
a Delaware limited liability company

By: *[Signature]*
Its: Senior Vice President
Corporate Services

DAVIDOFF, HUTCHER & CITRON, LLP
a New York limited liability partnership

By: *[Signature]*
Its: Partner - State Gov't Relations

FIRST AMENDMENT TO CONSULTING AGREEMENT

This First Amendment ("First Amendment") shall be deemed a material part of that certain Consulting Agreement by and between Election Systems & Software, LLC (f/k/a Election Systems & Software, Inc.), a Delaware limited liability company ("ES&S") and Davidoff, Malito & Hutcher, LLP a New York limited liability partnership ("Consultant"), dated July 9, 2011 ("Agreement"). The terms of this First Amendment shall modify and supersede any and all inconsistent terms of the Agreement. Capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Agreement.

RECITALS

WHEREAS, Consultant performs consulting and lobbying services for ES&S under the terms and conditions set forth in the Agreement;

WHEREAS, both ES&S and Consultant wish to amend the Agreement to extend the term of the Agreement and modify the compensation to be paid to Consultant thereunder; and

WHEREAS, the Agreement is a valid and subsisting agreement between ES&S and Consultant and both parties shall continue to be bound by the terms and conditions of the Agreement not otherwise amended herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby specifically incorporated into, and deemed a material part of, this Amendment.

2. Term. Paragraph 6 of the Agreement is hereby amended by deleting the first sentence and replacing it with the following:

"This Agreement will begin on the 1st day of July, 2012, and will remain in full force through February 28, 2014, subject to the following termination rights."

3. Payment. Subdivision (a) of Paragraph 3 of the Agreement is hereby amended by deleting the first sentence and replacing it with the following:

"ES&S will pay a retainer of seven thousand five hundred dollars (\$7,500.00) on a monthly basis during the term of this Agreement in consideration for the Services performed by Consultant, the first such payment being due on July 1, 2012."

4. Continuing Validity of Agreement. Except as specifically set forth in this Amendment, all remaining terms and conditions of the Agreement shall remain in full force and effect.

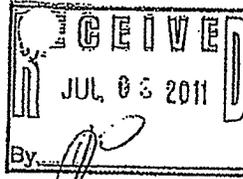
EXECUTED as of the 20th day of July, 2012

ELECTION SYSTEMS & SOFTWARE, LLC
a Delaware limited liability company

By: [Signature]
Its: [Signature]

DAVIDOFF, MALITO & HUTCHER, LLP
a New York limited liability partnership

By: [Signature]
Its: [Signature]



CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") is made and entered into this 3rd day of July, 2011, by and between Election Systems & Software, Inc., a Delaware corporation ("ES&S") and Davidoff, Malto & Hatcher, LLP, a New York limited liability partnership ("Consultant").

RECITALS:

- A. ES&S provides hardware, software and service solutions for the election industry, and in the conduct of such business desires to obtain certain consulting services from qualified consultants.
- B. Consultant agrees to perform consulting services for ES&S under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises (which are specifically incorporated herein by this reference) and the covenants and agreements set forth below, the parties hereby agree as follows:

1. Services Provided. Consultant will use its reasonable best efforts to represent ES&S for the purpose of advancing ES&S' business interests in the City of New York and State of New York, as well as lobbying on legislative efforts in Albany, New York, if requested by ES&S (collectively, the "Jurisdictions"). As a part of such representation, Consultant will provide consulting and professional services which assist in developing and implementing strategies and programs that support ES&S' business agenda (the "Consulting Services"). During the term of this Agreement, upon request by ES&S representatives, Consultant's principal representatives will also provide reports (the "Activity Reports") to designated ES&S representatives to update ES&S on recent accomplishments and to outline future tasks and action items as part of Consultant's performance of services in the Jurisdictions (the Consulting Services and Activity Report are collectively referred to herein as the "Services"). In performing the Services, Consultant will refrain from affirmatively stating ES&S' position on any issue unless previously authorized to do so by ES&S.
2. Conflicts of Interest. During the term of this Agreement, Consultant will not provide consulting and consultant services to other clients that provide products or services similar to ES&S', or that would require Consultant to advocate positions which directly conflict with ES&S' positions and business objectives, without ES&S' prior written consent. ES&S acknowledges that Consultant is engaged in the profession of consulting for a number of clients, and that Consultant may, from time to time, be required to prorate the time spent consulting on behalf of its clients.
3. Payment.
 - a) Retainer. ES&S will pay a retainer of five thousand dollars (\$5,000.00) on a monthly basis during the term of this Agreement in consideration for the Services performed by Consultant, the first such payment being due on July 1, 2011.
 - b) Expenses. ES&S will reimburse Consultant for all reasonable out-of-pocket expenses incurred in order to provide the Services in accordance with the relevant provisions of ES&S' Corporate Business and Travel Expense Policies and Procedures Manual attached hereto as Exhibit A and fully incorporated herein by this reference ("Expenses"). Reasonable Expenses include reasonable telephone, fax and postage charges, meal and entertainment expenses and travel and lodging costs which are directly related to the performance of the Services. ES&S will not pay costs associated with registering Consultant, reporting Consultant's consulting activities and other



DAVIDOFF HUTCHER & CITRON LLP
ATTORNEYS AT LAW

200 GARDEN CITY PLAZA, SUITE 315
GARDEN CITY, NY 11530

TEL: (516) 248-6400

FAX: (516) 248-6422

WWW.DHCLEGAL.COM

FIRM OFFICES

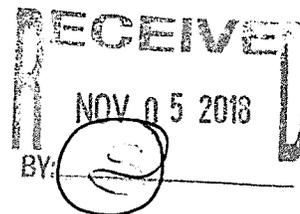
NEW YORK CITY
ATTORNEYS AT LAW
605 THIRD AVENUE
NEW YORK, NY 10158
(212) 557-7200

ALBANY
GOVERNMENT RELATIONS
150 STATE STREET
ALBANY, NY 12207
(518) 465-8230

WASHINGTON, D.C.
GOVERNMENT RELATIONS
1211 CONNECTICUT AVENUE, N.W.
WASHINGTON, D.C. 20036
(202) 347-1117

November 5, 2018

Lynda Foley
Senior Vice President, Development and Mission Advancement
Family Residences and Essential Enterprises, Inc. (FREE) Network
191 Bethpage Sweet Hollow Road
Old Bethpage, New York 11804



Re: City/State/Federal/Local Lobbying Retainer

Dear Ms. Foley:

This letter shall serve as a formal retainer agreement between Family Residences and Essential Enterprises, Inc. (FREE) Network and Davidoff Hutcher & Citron, LLP (DHC) for DHC to provide government relations and lobbying services for FREE. Specifically, DHC will represent FREE before the State of New York, the City of New York, the federal government and the counties of Nassau and Suffolk.

The term of this agreement shall be January 1, 2019 up to and including December 31, 2021. For each of the three (3) years of this retainer, for its professional services, DHC shall be paid \$54,000 payable in monthly installments of \$4,500. Expenses and disbursements related to our representation will be billed separately, not to exceed \$3,000 per annum without FREE's approval. Please note this retainer agreement becomes effective when both parties have executed said agreement. Either party to this retainer agreement may cancel said agreement at any time upon giving 30 days written notice to the other party.

FREE acknowledges that no one from DHC has made any representations as to the likelihood of success regarding matters undertaken under this retainer. It is further acknowledged that fees payable to DHC cannot be and are not contingent upon the favorable actions of any government official, the adoption of any law, rule or regulation or the granting of any license or permit.

In addition, legal services are not included in this retainer. Any legal services provided by DHC will be billed under a separate, formal legal retainer agreement.

Please be advised that pursuant to the requirements of the New York City Administrative Code, in the event we are required to perform services for you that are deemed lobbying under the Code, then information regarding our engagement under this retainer agreement, and a copy of this retainer may be registered with the New York City Clerk as a lobbying matter. In addition, State law requires the filing of a lobbyist registration form with the New York State Joint Commission on Public Ethics for many matters which New York City registration is required.

DAVIDOFF HUTCHER & CITRON LLP

November 5, 2018
Page 2

In order for us to file this 2019-2021 retainer agreement in a timely fashion with the New York State Joint Commission on Public Ethics, we ask that you sign and return a copy to us via email or regular mail.

Thank you for your confidence in our firm.

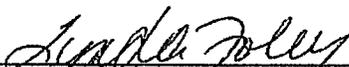
Sincerely,



Stephen A. Malito
Chair, State Government Relations Practice Group

Agreed to and Accepted:

Family Residences and Essential Enterprises, Inc. (FREE) Network



Lynda Foley, Senior Vice President,
Development and Mission Advancement

Date 11/5/18



Consultant Name:	Davidoff, Hutcher & Citron LLP
Consultant Address:	605 Third Avenue, 34 th Floor, Manhattan, NY 10158
Consultant Email:	SAM@dhclegal.com
Effective Date:	January 1, 2021
End Date:	December 31, 2021
Requesting Department:	State Government Affairs
Consultant Fee:	\$10,000 per month
Approved By:	Kate Rumbaugh
Company Contact:	Steve Malito, SAM@dhclegal.com
Total Contract Value:	\$120,000

GOVERNMENT AFFAIRS SERVICE AGREEMENT

The Terms and Conditions for this Service Agreement (the "**Agreement**"), effective as of January 1, 2021 ("**Effective Date**"), is by and between Juul Labs, Inc., a Delaware Corporation with its principal place of business at 1000 F. Street, N.W., Suite 800, Washington, D.C. 20004 ("**JLI**" or "**Company**"), and Davidoff, Hutcher & Citron LLP, a Corporation organized under the laws of the state of New York with offices at 605 Third Avenue, 34th Floor, Manhattan, NY 10158 ("**Consultant**"). The parties agree as follows:

1. **Term.** The term of this Agreement begins on the Effective Date, and unless terminated, cancelled or renewed, ends on December 31, 2021 (the "**Term**").
2. **Termination for Convenience.** Either party may terminate the Agreement for any or no reason, effective upon 30 days prior written notice to the other.
3. **Termination for Breach or Insolvency.** Either party may terminate the Agreement immediately effective upon written notice to the other party, if the other party materially breaches any term or condition in the Agreement and does not cure or cannot cure the breach during a 7-day period. Subject to applicable bankruptcy law, in the event of any proceeding by or against one party in bankruptcy, reorganization or insolvency or for the appointment of a receiver or any assignment for the benefit of creditors, the other party may terminate the Agreement immediately without further liability.
4. **Effect of Termination.** If the Agreement is terminated, Consultant must stop performing the Services in accordance with JLI's written instructions. Consultant must promptly deliver all Work Product (if applicable), whether completed or work-in-progress in accordance with JLI's written instructions. JLI will pay Consultant for all Services satisfactorily performed properly incurred before the effective date of termination. After termination, JLI will have no further obligation to Consultant respecting terminated Services not yet performed.



Termination will not affect: (a) any rights either party may have with respect to any Services performed before termination; (b) any pending dispute; or (c) any rights either party may have with respect to any default by the other party before termination.

5. **Services.** Consultant will perform the Services pursuant to the Scope of Services (Exhibit A) and in accordance with the terms of the Agreement.
6. **Exclusivity.** During the Term, Consultant, prior to entering into any representative engagement with any entity: (a) whose business or product(s) may reasonably be expected to compete with any product of JLI; or (b) the interests of which may reasonably be expected to be adverse to those of JLI, shall provide notice to JLI of such potential conflict. Such notice shall not be deemed to satisfy the requirements for the prior written consent of JLI described herein. Further, during the Term, and for six (6) months thereafter, Consultant will not, without prior written consent of JLI, provide services similar to those described in Exhibit A to any entity whose business or product(s) compete(s) with any product of JLI, or the interests of which are adverse to those of JLI. Prior to commencing Services hereunder, Consultant shall provide notice to JLI with a full and complete list of all current clients that may violate the terms of this Section 6.
7. **Rate.** As full and complete payment for conforming Services performed pursuant to the Agreement, JLI shall pay Consultant a fee at the rate of **\$10,000** per month (the "**Compensation**") during the Term. The total compensation for the term shall not exceed **\$120,000**. Such Compensation shall include all applicable sales taxes. The rates include all charges for labor, technical services, materials, overhead, profit, insurance, and all federal, state and local fees, tariffs, levies, and taxes (inclusive of all income, gross receipts, and non-U.S. taxes, duties, or tariffs that may be imposed on the Services). JLI will not be responsible for any additional charges. The rate will not be changed during the Term unless agreed upon by JLI and Consultant in writing.
8. **Payment.** JLI will pay all undisputed portions of properly documented invoices within sixty (60) days after receipt of the invoice, or performance of the Services described on the invoice, whichever is later. If JLI disputes any portion of an invoice, JLI will provide written notice to Consultant indicating the reason JLI is withholding any amount, and will pay the undisputed portion of the invoice. Neither the payments made to Consultant, nor the method of such payments, will relieve Consultant of its obligation to perform its obligations in strict compliance with the Agreement. In addition, no payment by JLI of any invoice will be deemed JLI's acceptance of the Services described on the invoice.
9. **Expenses.** Consultant shall not submit expenses for reimbursement unless the Consultant requests and receives prior written approval from JLI for the expenditures. Requests for such reimbursable expenses should be sent by e-mail with the subject line: "Request for pre-approved T&E expenses" and be sent to the authorized JLI representative(s). Expenses shall not be incurred by Consultant unless and until written approval is received from an authorized JLI representative. Reimbursable expenses shall be submitted by an invoice separate and apart from the invoice submitted for the Compensation payment, and shall include receipts and other supporting documentation that clearly identifies the reimbursable



expense which are not subject to a markup or additional cost to JLI.

10. **Inconsistent Terms.** No other terms, whether contained in a bid, estimate, acknowledgement, confirmation or invoice given by Consultant shall in any way modify or supersede any of the terms of the Agreement or be binding on JLI. JLI hereby expressly rejects all other such terms, unless JLI has accepted such other terms in a writing signed by JLI's authorized representative. The use of Consultant's or JLI's forms (other than the Agreement) is for convenience only and will have no effect with respect to the Agreement.
11. **Background Checks and Notifications.** On an annual basis, all personnel of Consultant who provide any direct or grassroots lobbying services to JLI may be required to submit a completed "JLI Government Affairs Consultant Background Check Update". During the Term, Consultant shall notify JLI of any changes to the information provided therein and shall do so within 48 hours of such changes. Without limiting the foregoing, Consultant, within 48 hours, shall also notify JLI of any conduct by Consultant or its personnel: (a) which may be in violation of any laws or regulations that relate to Consultant's performance hereunder; or (b) which could, if publicly known, negatively reflect on JLI. Failure to provide any of the timely notifications required by this section may be deemed to be a material breach of this Agreement and grounds for immediate termination in accordance with Section 3.
12. **Subcontractors.** Consultant may not engage any subcontractors to perform Services without JLI's prior written approval. No subcontractor, once approved, may perform any Services without first: (a) executing a confidentiality agreement with substantially the same terms as those contained in this agreement; and (b) agreeing in writing to indemnify JLI as provided in this Agreement. Consultant is responsible to JLI for the acts and omissions of any of its approved subcontractor. Nothing in this Agreement will create any contractual or agency relationship between any subcontractor and JLI. JLI has no obligation to pay or ensure payments to the subcontractor. JLI may require Consultant to remove any subcontractor from the performance of the Services for any reason or no reason.
13. **Subcontractors' Insurance.** If JLI approves Consultant's use of subcontractors in connection with the Agreement, Consultant must ensure that these subcontractors have insurance coverage commensurate with the services performed by that subcontractor.
14. **Compliance with Laws.** Consultant must comply with all applicable laws, codes, rules, regulations, orders and ordinances, and all applicable industry codes and standards. JLI has the right (but not the obligation) to audit Consultant's compliance with the requirements of this Section. Consultant must also comply with the U.S. Foreign Corrupt Practices Act and similar laws with effect outside of the U.S. Consultant must ensure that neither Consultant nor any of its personnel (including subcontractors and their personnel) appear on any list of prohibited persons maintained by the U.S. government, including but not limited to the "Specially Designated Nationals and Other Blocked Persons" list maintained by the U.S. Department of Treasury, and the "Denied Persons List" maintained by the Bureau of Industry & Security. Consultant must monitor all changes to all prohibited lists and ensure its continuing compliance with this Section. If applicable: (a) Consultant shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations



prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that Consultants take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability; and (b) Consultant shall abide by the requirements of 29 CFR Part 471, Appendix A to Subpart A.

In addition, Consultant shall comply with the following:

- **Gifts to Government Officials.** Consultant shall not provide any entertainment or gifts to any federal, state or local government official or government employee for or on behalf of JLI without JLI's prior written approval.
- **Political Contributions.** Consultant shall not make any direct or indirect political contributions or expenditures for or on behalf of JLI or with funds provided by JLI.
- **Pre-Approval of Materials.** Consultant shall obtain written approval from JLI for any and all documents or materials prepared by Consultant where such documents or materials will be disseminated externally in connection with the Services provided in the Agreement.
- **Consultant Registering and Filing Compliance.** In connection with Consultant's activities on behalf of JLI, Consultant will register and file all lobbying-related reports with federal, state and local governments, as may be required by applicable laws or regulations. The registrations and reports must be filed in an accurate and timely manner, in full compliance with all applicable laws and regulations and at Consultant's sole expense. Upon request, Consultant will forward to JLI electronic copies of all lobbying registrations and reports, including amended reports, that are filed with the applicable government agency. Consultant represents and warrants that it has secured and will maintain all necessary licenses, certifications, and registrations required by any law, rule, regulation, or requirement of any federal, state, or local agency. In addition, Consultant will:
 - (a) coordinate with JLI and any other person or organization that JLI may designate prior to filing any federal, state or local lobbying registration or reports pertaining to or arising out of Consultant's activities on behalf of JLI; and
 - (b) provide, in a timely and accurate manner, to JLI all necessary information to allow JLI to prepare and file any federal, state or local lobbying registration or reports pertaining to or arising out of Consultant's activities on behalf of JLI.

15. **Fines and Penalties.** Consultant is solely responsible for paying all fines, penalties, or legal

costs incurred by Consultant or its employees or subcontractors for noncompliance with any applicable laws, rules, regulations or ordinances. If any fines, penalties, or legal costs are assessed against JLI by a government authority or court due to such noncompliance by Consultant or its employees or subcontractors. Consultant must indemnify and hold harmless JLI against any and all fines, penalties or legal costs incurred by JLI as a result of such noncompliance.

16. **Warranties.** Each party represents and warrants that it has the right, power and authority to enter into the Agreement. Consultant further represents, warrants and covenants that, if it has granted any rights to JLI under the Agreement: (a) it has all the necessary rights and authorizations to do so; and (b) JLI's use of such rights will not infringe or misappropriate any patent, copyright, trademark, trade secret, or other proprietary right of any third party or otherwise conflict with the rights of any third party. Consultant warrants that the Services performed under the Agreement will: (i) be performed in a prompt, diligent and workmanlike manner and in strict accordance with all conditions and requirements contained in the Agreement; and (ii) reflect the level of skill, knowledge and judgment required or reasonably expected of Consultants performing comparable services.
17. **Confidentiality.**
- (a) Confidential Information. "**Confidential Information**" means any information or know-how (in any format) relating to a party or which the party has agreed to maintain as confidential, that is disclosed by or on behalf of one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**"). Confidential Information also includes this Agreement, the nature of Services under this Agreement, and information the Receiving Party obtains through observation while at the Disclosing Party's place of business. The Disclosing Party will mark Confidential Information that is disclosed to the Receiving Party in writing as "Confidential," or words with a similar meaning, but failure to mark information in this way will not affect whether information is Confidential Information. However, Confidential Information does not include information that is: (i) in or enters the public domain through no act or fault of the Receiving Party; (ii) known by the Receiving Party prior to disclosure by the Disclosing Party; (iii) independently developed by the Receiving Party without access to or use of any of the Disclosing Party's Confidential Information; or (iv) disclosed to or received by the Receiving Party from a source that was under no legal obligation to treat the information as confidential. As between the parties, Confidential Information remains the sole property of the Disclosing Party, and each retains all ownership rights in its Confidential Information. Except as otherwise specifically stated in the Agreement, nothing in the Agreement grants to the Receiving Party any right or license under any trademarks, copyrights, inventions, patents, or any other intellectual property owned or controlled by the Disclosing Party. Consultant's obligations with respect to Confidential Information under this Agreement expire five (5) years from the date of termination or expiration of this Agreement.
- (b) Use and Disclosure. Each party must hold the other party's Confidential Information in strict confidence and protect it to the same extent it protects its own information of

a similar nature. The Receiving Party may use the Disclosing Party's Confidential Information only for the purposes of the Receiving Party's performance of, or exercise of rights under, this Agreement, and may not otherwise use the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent. Unless the Disclosing Party has given its prior written consent, the Receiving Party may only disclose the Disclosing Party's Confidential Information to its employees, subcontractors and agents who need to know the Confidential Information for the purposes of performance of, or exercise of rights under, this Agreement, and who are subject to nondisclosure obligations comparable in scope to this Agreement. However, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by any applicable law, regulation, or court or governmental order or under a proper discovery request, but must use reasonable efforts to resist disclosing the Confidential Information, and cooperate with the Disclosing Party, if requested, to obtain a protective order or otherwise limit the disclosure. In addition, if Consultant is required to disclose any of JLI's Confidential Information as the result of any court or governmental order or proper discovery request, Consultant must, to the extent legally permissible, first give JLI reasonable prior written notice of the disclosure. The Receiving Party will be liable to the Disclosing Party for any breach of this Section by any person or entity under the Receiving Party's control or responsibility.

(c) Enforcement. Disclosure or use of a party's Confidential Information in violation of the Agreement may cause irreparable harm to the Disclosing Party. The effect of this harm may be difficult to ascertain, and remedies at law may be inadequate to protect against this harm. The Disclosing Party is therefore entitled to enforce the Receiving Party's obligations by injunction or specific performance, in addition to all other remedies otherwise available to it at law and in equity. The breaching party must pay all costs reasonably incurred by the nonbreaching party in pursuing enforcement, including reasonable attorneys' fees and court costs, but only if the nonbreaching party is successful in the enforcement action.

(d) Security of Electronic Confidential Information. Each party must protect all Confidential Information transmitted or stored in an electronic format consistent with recognized and accepted information technology security standards, to ensure the confidentiality, integrity, and availability of the Confidential Information.

18. **Publicity and Use of Names.** Consultant may not advertise or otherwise publicize the existence or terms of the Agreement or any other aspect of their relationship, without JLI's prior written approval. Nor may Consultant use JLI's name, trade name, trademark or service mark in press releases or in any form of advertising without JLI's prior written approval. If a third party, including the media, contacts Consultant concerning JLI, Consultant must make no comment to the third party. Instead, Consultant must refer the third party to JLI and promptly notify JLI of the contact. Notwithstanding the foregoing, Consultant may respond to inquiries from legislators or administrative officials, or provide disclosures as required by law.

19. **Indemnity.** To the greatest extent permitted by law, Consultant shall indemnify JLI and its



respective officers, employees, directors, and agents against all claims, losses, liabilities, damages, and expenses (including reasonable attorneys' fees and disbursements) to the extent they arise from, or may be attributable to: (a) breach by Consultant of any representation or warranty of Consultant set forth in this Agreement; or (b) any error, omission or fault of Consultant or any of its personnel, agents or subcontractors in the performance under the Agreement.

20. **Records.** During the Term, and for a period of one (1) year thereafter, Consultant must maintain complete and accurate financial and other records related to the performance of this Agreement. Notwithstanding the foregoing, Consultant must retain these records for a minimum of three (3) years, or longer if required by governmental authorities with jurisdiction over Consultant.
21. **Audits.** JLI or its designee has the right (but not the obligation) to audit and inspect Consultant's records with respect to invoices and Consultant's compliance with the provisions of the Agreement, including pass-through costs from third parties. This right extends throughout the Term and for three (3) years after final payment. JLI will give Consultant reasonable prior notice of its audit or inspection. Consultant must use commercially reasonable efforts to require its approved subcontractors to agree to allow JLI to audit and inspect the subcontractors' records with respect to the subcontractors' invoices and compliance with the provisions of the Agreement. If an audit or inspection reveals an error in the amounts paid to Consultant, then an appropriate adjustment must be made within 30 days by either Consultant or JLI (as directed by JLI). JLI and Consultant will each pay their own expenses incurred in conducting and supporting the audit and inspection unless the audit reveals more than a 10% discrepancy that is allowed under the Agreement, in which case, Consultant is liable for all audit expenses.
22. **Insurance.** Consultant must maintain adequate liability, employer's liability and workers' compensation insurance in amounts satisfactory to JLI to protect JLI and its respective officers, employees, directors and agents with respect to the indemnity in Section 19. This insurance must be primary without any right of contribution by JLI. Upon request, Consultant must furnish certificates of insurance (on standard industry forms) to JLI.
23. **Notices.** All notices required under the Agreement must be in writing and: (a) hand delivered; (b) transmitted by e-mail with receipt confirmation; or (c) delivered by prepaid priority delivery service. Notices must be sent to the following representatives, and either party may change its designated representative at any time by notifying the other party in writing:

Notices to JLI:

Juul Labs, Inc.
Attn: Kate Rumbaugh
1000 F. Street, NW, Suite 800
Washington, D.C. 20004

Notices to Consultant:

Davidoff, Hutcher & Citron LLP
Attn: Steve Malito
605 Third Avenue, 34th Floor
Manhattan, NY 10158

24. **Invoicing and Payment.** Consultant shall submit written invoices to juul@mystamppli.com



(or other payment processing system as may be required by Company) on the 1st of each month and include specific entries for Services performed. Billing questions may be directed to apaccounting@juul.com. Payment for Services is subject to the Company's acceptance of the Services to its satisfaction.

Invoices shall be addressed as follows in accordance with Juul Invoicing Standards:

Juul Labs, Inc.
Attn: Accounts Payable
560 20th Street
San Francisco, CA 94107

25. **Assignment.** Customer may not assign or delegate any of its rights or obligations under the Agreement without the JLI's prior written consent. Any purported assignment in violation of this provision is void.
26. **Survival.** Termination or expiration of the Agreement does not release either party from obligations that, either expressly or by their nature, survive the termination or expiration, including but not limited to indemnity and confidentiality rights and obligations.
27. **Miscellaneous.** The Agreement will be governed by and construed under the laws of the State of New York, without regard to its conflicts of laws rules. Consultant's relationship with JLI is that of an independent Consultant. If any part of the Agreement is found to be invalid or unenforceable for any reason, the rest of the Agreement will remain valid and enforceable. The rights and remedies in the Agreement are cumulative and not exclusive of any other right or remedy that might be available under law or in equity. If either party fails to require the other to perform any term of the Agreement, that failure will not prevent the party from enforcing that term later. If either party waives the other party's breach of a term, that waiver will not be deemed a waiver of a later breach of that term. The Agreement binds the parties as well as their legal representative, successors and permitted assigns. Amendments of the Agreement must be in writing and signed by authorized representatives of both parties. The Agreement if applicable, constitute the entire agreement of the parties concerning the subject matter of the Agreement and supersede any prior or contemporaneous agreements or understandings between the parties concerning the same subject matter.

[Signature page to follow]



IN WITNESS WHEREOF, authorized representatives of the parties have signed this Agreement effective as of the Effective Date.

JUUL LABS, INC.

DocuSigned by:
Signature: Kate Rumbaugh
970733357EF3462...
Name: Kate Rumbaugh
Title: VP GR
Date: 14-Dec-2020

**DAVIDOFF, HUTCHER & CITRON
LLP**

Signature: [Handwritten Signature]
Name: Stephen A. Malito
Title: Partner
Date: 12/7/20



EXHIBIT A

SCOPE OF SERVICES

Consultant shall perform the following Services in accordance with the terms and conditions of the Agreement:

1. undertake general efforts, as directed by JLI, regarding state legislation and regulations that may affect JLI, including appearances before governmental bodies and individual government officials, drafting and distributing advocacy materials, and representing JLI's interests before state government officials, elected or appointed, governmental legislative committees, agencies, and commissions;
2. report on government affairs activity and provide copies of bills, amendments, roll call votes and other documents distributed in connection with legislative, executive or judicial activity;
3. coordinate and collaborate on government affairs strategy with JLI employees and other JLI agents or representatives, at the request of JLI;
4. develop constituencies and coalitions to support advocacy efforts, at the request of JLI;
5. serve as a general resource for the benefit of the JLI Government Affairs Department on matters relevant, in the opinion of JLI, to JLI;
6. remain available to meet at reasonable times with JLI representatives at JLI offices in Washington, D.C., San Francisco, CA, or other locations designated by JLI;
7. perform in a professional manner and not use improper methods when urging consideration of any matter or otherwise working on behalf of JLI; and
8. comply fully with all applicable federal, state and local laws and regulations when performing the Services under the Agreement, including laws and regulations governing lobbying, gifts and political contributions.



DAVIDOFF HUTCHER & CITRON LLP

ATTORNEYS AT LAW
605 THIRD AVENUE
NEW YORK, NEW YORK 10158

TEL: (212) 557-7200
FAX: (212) 286-1884
WWW.DHCLEGAL.COM

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GARDEN CITY, NY 11530
(516) 248-6400

ALBANY
GOVERNMENT RELATIONS
150 STATE STREET
ALBANY, NY 12207
(518) 465-8230

WASHINGTON, D.C.
GOVERNMENT RELATIONS
201 MASSACHUSETTS AVENUE N.E.
WASHINGTON, D.C. 20002
(202) 347-1117

WRITER'S DIRECT: (646) 428-3266
E-MAIL: sec@dhclegal.com

August 5, 2020

Theresa Hassler, VP, Government Affairs & Community Engagement
SCO Family of Services
1 Alexander Place
Glen Cove, New York 11542

Re: Lobbying Retainer Agreement

Dear Ms. Hassler:

This letter shall serve as the retainer for Davidoff Hutcher and Citron LLP ("DHC") to provide government relations and lobbying services for SCO Family of Services ("SCO"). Specifically, DHC will represent SCO before the Office of the Governor of the State of New York/ Office of the Mayor of New York City, New York State/ City Legislatures and State/ NY city administrative agencies.

The period of this retainer agreement is from August 1st, 2020 through July 31, 2021. Our firm shall be paid in monthly installments of \$6,500.00 commencing August 1, 2020 Please note this retainer agreement becomes effective when all parties have executed said agreement. Either party to this retainer agreement may cancel said agreement at any time upon giving 30 days written notice to the other party.

In addition to the fixed fee payments above, during the course of our representation, costs may be incurred for which you will be responsible. Costs are such items as messenger fees, filing fees, long distance telephone calls, photocopying, etc. You will be billed separately for all costs incurred on your behalf.

The State of New York has adopted a Fee Dispute Resolution Program that provides for informal and expeditious resolution of fee disputes between attorneys and clients. Among other things, that program permits a client under some circumstances to demand that a fee dispute be arbitrated. We will provide the necessary information concerning this program in the event of a dispute concerning our fee, or at your request.

August 5, 2020

Page 2

It is understood and agreed that this retainer involves lobbying services and does not involve litigation or other traditional legal services. It is also understood that fees paid to DHC pursuant to this agreement are not and cannot be contingent on the passage, defeat or approval of any legislation or regulation. Such contingent fees are prohibited under New York law. In addition, State law requires the filing of this lobbying retainer with the New York State Joint Commission on Public Ethics. You understand that we in no way guarantee any result or outcome regarding the subject matter of this retainer agreement.

Pursuant to the provisions of the New York City Administrative Code (“Administrative Code”) and the laws of the State of New York (“State Laws”), certain of the tasks to be undertaken by the firm pursuant to this retainer agreement may be deemed to be “lobbying activities” and require registration with, respectively the New York City Clerk and the New York State Joint Commission On Public Ethics. The lobbying laws also require the periodic reporting of lobbying activities as well as the compensation received and expenses incurred in connection with such activities. The law also requires that you, as the client, shall file an annual report concerning the fees and expenses paid to the firm. To the extent registration is required you agree to fully cooperate with respect to all requirements of the Administrative Code and the State Laws as set forth below.

New York State filing reports as follows: New York State Joint Commission on Public Ethics; Semi-annual report must be filed by July 15th of the current year AND by the 15th day of January of the following year. The New York City Clerk requires a client annual due in January of the following year. Our office will be sending out a letter(s) reminding you of these deadlines and will assist you with these filings.

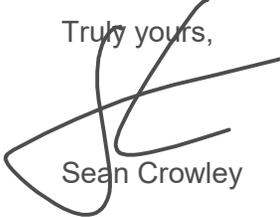
The City Clerk’s procedures for registration require that clients enroll in the City’s on-line lobbyist registration system. You agree that you will comply with this client enrollment requirement within (5) five days of receiving notification from the firm. Your failure to fulfill this enrollment obligation will prevent the firm from fulfilling our registration obligation in violation of the law, and, therefore, we cannot undertake any activities under this retainer agreement that are defined as lobbying until the enrollment and registration requirements are met. We will assist you with respect to fulfilling your enrollment obligation as well as satisfying your annual reporting requirements.

With respect to confidentiality issues, DHC recognizes and acknowledges that the services SCO performs for its clients are confidential and are to follow all Health Insurance Portability and Accountability Act (HIPAA) privacy and security regulations. The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

August 5, 2020
Page 3

DHC agrees that, except as directed by SCO or as required by law, he/she will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever, or permit any person whatsoever to examine and/or make copies of any reports or any documents prepared by him/her or that come into his/her possession or under his/her control by reason of his/her services, and that upon termination of this Agreement he/she will turn over to SCO all documents, papers and other matter in his/her possession or control that relate to the Clients of SCO, without retaining any copies thereof.

In order for us to file this 2020 retainer agreement in a timely fashion with the New York State Joint Commission on Public Ethics and New York City Clerk, we ask that you sign and return a copy to us via email or regular mail.

Truly yours,

Sean Crowley

Agreed to 10th day of August, 2020

Keith M. Little

Keith M. Little, President & CEO



DAVIDOFF HUTCHER & CITRON LLP

ATTORNEYS AT LAW

605 THIRD AVENUE
NEW YORK, NEW YORK 10158

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FAX: (212) 286-1884

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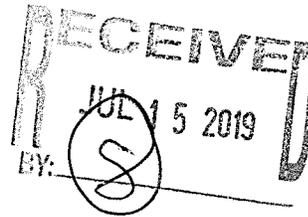
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GOVERNMENT RELATIONS
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WASHINGTON, D.C. 20002
(202) 347-1117

WRITER'S DIRECT: (646) 428-3286

E-MAIL: sec@dhclegal.com

July 1, 2019

Rose Anello, Chief Strategy Officer
SCO Family of Services
1 Alexander Place
Glen Cove, New York 11542



Re: Lobbying Retainer Agreement

Dear Ms. Anello:

This letter shall serve as the retainer for Davidoff Hutcher and Citron LLP ("DHC") to provide government relations and lobbying services for SCO Family of Services ("SCO"). Specifically, DHC will represent SCO before the Office of the Governor of the State of New York/ Office of the Mayor of New York City, New York State/ City Legislatures and State/ NY city administrative agencies.

The period of this retainer agreement is from July 1, 2019 through July 31, 2020. Our firm shall be paid in monthly installments of \$7,500.00 commencing July 1, 2019. Please note this retainer agreement becomes effective when all parties have executed said agreement. Either party to this retainer agreement may cancel said agreement at any time upon giving 30 days written notice to the other party.

In addition to the fixed fee payments above, during the course of our representation, costs may be incurred for which you will be responsible. Costs are such items as messenger fees, filing fees, long distance telephone calls, photocopying, etc. You will be billed separately for all costs incurred on your behalf.

The State of New York has adopted a Fee Dispute Resolution Program that provides for informal and expeditious resolution of fee disputes between attorneys and clients. Among other things, that program permits a client under some circumstances to demand that a fee dispute be arbitrated. We will provide the necessary information concerning this program in the event of a dispute concerning our fee, or at your request.

July 1, 2019

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It is understood and agreed that this retainer involves lobbying services and does not involve litigation or other traditional legal services. It is also understood that fees paid to DHC pursuant to this agreement are not and cannot be contingent on the passage, defeat or approval of any legislation or regulation. Such contingent fees are prohibited under New York law. In addition, State law requires the filing of this lobbying retainer with the New York State Joint Commission on Public Ethics. You understand that we in no way guarantee any result or outcome regarding the subject matter of this retainer agreement.

Pursuant to the provisions of the New York City Administrative Code ("Administrative Code") and the laws of the State of New York ("State Laws"), certain of the tasks to be undertaken by the firm pursuant to this retainer agreement may be deemed to be "lobbying activities" and require registration with, respectively the New York City Clerk and the New York State Joint Commission On Public Ethics. The lobbying laws also require the periodic reporting of lobbying activities as well as the compensation received and expenses incurred in connection with such activities. The law also requires that you, as the client, shall file an annual report concerning the fees and expenses paid to the firm. To the extent registration is required you agree to fully cooperate with respect to all requirements of the Administrative Code and the State Laws as set forth below.

New York State filing reports as follows: New York State Joint Commission on Public Ethics; Semi-annual report must be filed by July 15th of the current year AND by the 15th day of January of the following year. The New York City Clerk requires a client annual due in January of the following year. Our office will be sending out a letter(s) reminding you of these deadlines and will assist you with these filings.

The City Clerk's procedures for registration require that clients enroll in the City's on-line lobbyist registration system. You agree that you will comply with this client enrollment requirement within (5) five days of receiving notification from the firm. Your failure to fulfill this enrollment obligation will prevent the firm from fulfilling our registration obligation in violation of the law, and, therefore, we cannot undertake any activities under this retainer agreement that are defined as lobbying until the enrollment and registration requirements are met. We will assist you with respect to fulfilling your enrollment obligation as well as satisfying your annual reporting requirements.

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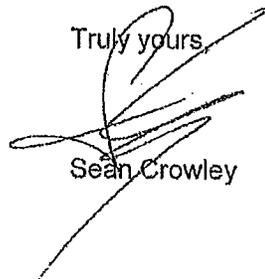
July 1, 2019

Page 3

DHC agrees that, except as directed by SCO or as required by law, he/she will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever, or permit any person whatsoever to examine and/or make copies of any reports or any documents prepared by him/her or that come into his/her possession or under his/her control by reason of his/her services, and that upon termination of this Agreement he/she will turn over to SCO all documents, papers and other matter in his/her possession or control that relate to the Clients of SCO, without retaining any copies thereof.

In order for us to file this 2019 retainer agreement in a timely fashion with the New York State Joint Commission on Public Ethics and New York City Clerk, we ask that you sign and return a copy to us via email or regular mail.

Truly yours,



Sean Crowley

Agreed to 11 day of July, 2019



Rose Anello, Chief Strategy Officer

