

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.

Please see Addendum #1.

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

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 and Nassau County Department of Assessment

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:

Friends of Kate Murray
Friends of Kevan Abrahams
Friends of Ellen Birnbaum
Howard Kopel for Legislature
Citizens for Nicoletto
Friends for Norma Gonsalves
Friends of Laura Shaefer

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: 1/13/2017

Signed:



Print Name:

Stephen A. Malito

Title:

Partner & Chair, State Government Relations Practice

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	516-248-6400	Nassau County New York City New York State
Peter Crouse	Davidoff Hutcher & Citron LLP 150 State Street Albany, New York 12207	516-248-6400	Nassau County New York State
Sean Crowley	Davidoff Hutcher & Citron LLP 605 Third Avenue New York, New York 10158	516-248-6400	Nassau County New York City New York State Federal
Sid Davidoff	Davidoff Hutcher & Citron LLP 605 Third Avenue New York, New York 10158	516-248-6400	Nassau County New York City New York State Federal
Arthur Goldstein	Davidoff Hutcher & Citron LLP 605 Third Avenue New York, New York 10158	516-248-6400	Nassau County New York City New York State Federal
John B. Kiernan	Davidoff Hutcher & Citron LLP 200 Garden City Plaza Suite 315 Garden City, New York 11530	516-248-6400	Nassau County Suffolk County New York City New York State Federal

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

Stephen A. Malito	Davidoff Hutcher & Citron LLP 605 Third Avenue New York, New York 10158	516-248-6400	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	516-248-6400	Nassau County Suffolk County New York City New York State
Michael Zapson	Davidoff Hutcher & Citron LLP 200 Garden City Plaza Suite 315 Garden City, New York 11530	516-248-6400	Nassau County

Davidoff Hutcher & 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
Syosset Park Development, LLC c/o Simon Property Group, Inc. (FKA Oyster Bay Realty)	225 West Washington Street, 14th Floor Indianapolis, IN 46204	317-263-7083
RELX Inc. and affiliated entities including subsidiary Elsevier (FKA Reed Elsevier Inc. et. al.)	1150 18th Street, NW, Suite 600 Washington, DC 20036	202-857-8235
Family Residences and Essential Enterprises, Inc. (FREE)	191 Bethpage Sweet Hollow Road Old Bethpage, New York 11804	516-870-1600
North Shore Board of Education	112 Franklin Avenue Sea Cliff, New York 11579	516-277-7801

RECEIVED
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BY: 8

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

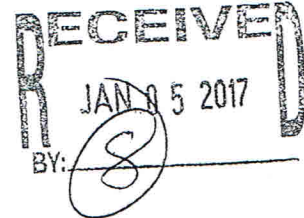
DAVIDOFF, HUTCHER & CITRON, LLP
a New York limited liability partnership

By: [Signature]
Its: Senior Vice President
Corporate Sales

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

December 1, 2016

Sean Crowley
Davidoff Hutcher & Citron
605 Third Avenue
New York, NY 10158



SUBJECT: STATE LOBBYING AGREEMENT

Dear Mr. Crowley:

RELX Inc. (RELX) hereby retains the services of Davidoff Hutcher & Citron (DHC), to provide lobbying and related services in New York City and New York State during the period beginning January 1, 2017, and ending December 31, 2018, pursuant to the terms of this engagement letter, which includes Schedules 1 and 2 attached hereto. This engagement letter and its incorporated schedules together form the "Agreement" between us. DHC will represent RELX and its businesses before the members, committees and staff of the City Council of the City of New York and the State Legislature, as well as the Executive Branches, and appropriate city and state agencies. Services include, but are not limited to, providing RELX and its businesses with lobbying services, and assistance in furthering RELX's interests in the State. DHC agrees to provide the services described in the Scope of Work, which is attached hereto as Schedule 1 and hereby incorporated.

PAYMENT

This Agreement authorizes fees for DHC's services in the amount of US \$168,000.00 for the period beginning January 1, 2017, and ending December 31, 2018. Beginning January 2017, \$7,000.00 will be each month for twenty-four (24) months. No additional fees will be passed on to RELX unless approved in advance in writing by RELX. Payment for services will be made upon submission (in arrears) and acceptance of a monthly, itemized invoice. Payment terms shall be forty-five (45) days from RELX's receipt of each invoice. All invoices shall include a description of the services rendered and a percentage of the time spent on lobbying as defined by the U.S. Internal Revenue Service (IRS)¹. The invoice shall also list those activities that do not qualify as lobbying as defined by the IRS.

¹Lobbying, as defined by the United States IRS is limited to:

- Influencing legislation;
- Influencing the general public, or segments thereof, with respect to elections, legislative matters or referendums; or
- Participation in, or intervention in, any political campaign on behalf of (or in opposition to) any candidate for public office.

RELX Inc. T: 202 857 9112
1150 18th Street, NW, Suite 600 F: 202 857 8294
Washington, DC 20036
USA www.relx.com

TERMINATION

RELX may terminate this Agreement with thirty (30) days prior written notice. In such event, DHC will present RELX with a final invoice with the monthly fee pro-rated for the final month, if the effective date of termination is not the last day of the month.

LOBBYING REPORTING AND DISCLOSURES

DHC shall file lobbying reports and disclosures of this representation as required by law and shall coordinate such filing in advance with RELX. DHC agrees to provide RELX Government Affairs with copies of all lobbying reports and disclosures no later than ten (10) business days after RELX's request.

INDEPENDENT CONTRACTOR

At all times in the performance of this Agreement, DHC will act as an independent contractor. DHC will employ staff to fulfill the terms of this Agreement, have exclusive supervision, management and control over this staff, provide the facilities to conduct the work under this Agreement, and have exclusive control over expenditures of funds provided by RELX under this Agreement. DHC will have no authority to act in the name of or to incur any obligation binding on RELX. As an independent contractor, none of DHC, its agents, subcontractors and their respective employees shall be eligible to receive any benefits, rights or privileges provided to RELX employees. DHC shall be solely responsible for payment of all taxes or contributions imposed or required under unemployment insurance, social security and income tax laws and for filing all required tax forms with respect to any amounts paid by RELX to DHC hereunder and any amounts paid by DHC to its employees. DHC shall indemnify and hold RELX harmless against any claim or liability (including penalties) resulting from failure of DHC to pay such taxes or contributions, or failure of DHC to file any such forms.

CONFLICT OF INTEREST

It is RELX's understanding that the Client List (which is attached hereto as Schedule 2 and hereby incorporated) represents the entire list of lobbying clients represented by DHC as of the date of this Agreement. DHC agrees to provide RELX with an updated Client List within 10 days of the acceptance of each new lobbying client. If a potential conflict may exist between the interests of RELX and those of any other client represented by DHC, DHC agrees to promptly bring this condition to the attention of RELX. Further, DHC agrees to work in good faith with RELX to develop a solution to this potential conflict in a timely manner. Notwithstanding the foregoing, if RELX determines, in its sole discretion, that such conflict or potential conflict cannot be resolved to RELX's satisfaction, or DHC fails or refuses to take the actions required to resolve such conflict or potential conflict to the satisfaction of RELX, RELX may terminate this Agreement with immediate effect by written notice to DHC. RELX's sole

remedy in the event of any such unresolved conflict shall be the immediate termination of DHC's engagement.

COMPLIANCE WITH LAWS

DHC shall at all times during the term comply with (i) all Applicable Laws relevant to its duties, obligations and performance under this Agreement, including Applicable Laws concerning bribery, including commercial bribery, corruption and related matters; and (ii) the Code (as defined below). DHC acknowledges that RELX's parent company has a principal place of business in the United Kingdom, and that English, United States, and other international anti-bribery laws and regulations regulate RELX's activities.

Save for Permitted Expenses (as defined below), DHC shall not offer, promise, pay, give or authorize (tacitly or otherwise) any financial or other advantage, directly or indirectly: (i) to any commercial contact in connection with RELX's business; or (ii) to any Official (as defined below) in connection with either obtaining a business advantage for RELX or improperly performing any function; in either case even if such an act is permitted under local law. DHC represents and warrants that no such commercial contact or any Official holds any financial interest in DHC, or has any remunerated connection with it, or owes duties to, or is owed duties, by it, save as disclosed in advance to RELX. DHC shall not accept any financial or other advantage from any person as an inducement or reward for any act or forbearance or in connection with any matter or business transacted by or on behalf of RELX. DHC shall promptly report any apparent breach of the preceding clauses in this paragraph to RELX. DHC shall (i) maintain accurate and complete records of all expenditures related to its performance of this Agreement and make such records available to RELX and/or any person authorized by RELX on reasonable notice; (ii) answer, in reasonable detail, any written or oral enquiry from RELX related to DHC's compliance with this paragraph; and (iii) facilitate the interview of staff employed by DHC (or any agent of DHC) at any reasonable time specified by RELX related to DHC's compliance with this paragraph.

For purposes of the preceding paragraphs, "Applicable Laws" means all applicable laws, ordinances, codes, regulations, standards and judicial or administrative orders, including, but not limited to, those of the United States and the United Kingdom; "the Code" means the RELX Code of Conduct for Suppliers, which is available at <http://www.reedelsevier.com/corporateresponsibility/policies/Pages/Home.aspx>;

"Official" means any (i) official or employee of any government or any instrumentality of government or any government-owned, operated or controlled entity (including without limitation state-run universities, hospitals or libraries); (ii) political party or party official; or (iii) any candidate for public office; and "Permitted Expenses" means reasonable and bona fide travel, lodging and related expenses of a modest nature, which are directly related to the promotion, demonstration or explanation of products or services or the performance of an existing contract, and provided that such payments are permissible under all Applicable Laws. RELX shall have the right to terminate this Agreement on no notice, without liability, for breach of any provisions of this Section.

REPRESENTATION

RELX will be represented during this Agreement by Ms. Kia Floyd, Director, State Government Affairs, Northeast Region. All correspondence should be directed to Ms. Floyd. In the event that Ms. Floyd is unavailable, RELX will be represented by Mr. Jon Burton, Managing Director, State Government Affairs. Any invoices and lobbying registration documents should be sent to Mr. Burton. At Mr. Burton's request, such invoices and documents shall be sent via email.

It is RELX's understanding that Mr. Sean Crowley will be the primary person who will perform these services for DHC. Mr. Crowley's personal services are of the essence of this Agreement, and RELX is not required to accept any substitute. If Mr. Crowley should cease to be available or cease to perform such services, DHC shall notify RELX immediately, at which time this Agreement becomes subject to immediate termination by RELX. Further, neither this Agreement nor any of its rights and obligations hereunder may be assigned by DHC, by operation of law otherwise, and the services may not be subcontracted.

CONFIDENTIALITY

DHC shall keep confidential all proprietary trade secrets, or confidential business information of RELX or its affiliates which are communicated to DHC or of which DHC becomes aware in the performance of this Agreement, including but not limited to data relating to RELX's operations and the terms of this Agreement, using the same degree of care as it normally exercises to protect its own confidential or proprietary information, but in no event shall it use less than reasonable care. DHC may use RELX's confidential information solely for the purpose of performing its obligations under this Agreement. DHC will disclose the existence of its relationship with RELX only as required by law, as reasonably necessary in the course of performing services for RELX under this Agreement, or as RELX approves in writing. In this regard, pursuant to the requirements of the New York State and New York City law, DHC may be required to register its representation of RELX with the New York State Joint Commission on Ethics and/or the Clerk of the City of New York and, in connection with such registration, file a copy of this agreement.

If DHC is requested or required by law (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any RELX confidential information, DHC shall provide RELX with prompt notice of such request(s) (if permitted by law) so that RELX may seek an appropriate

protective order or other appropriate remedy and/or waive compliance with the confidentiality provisions of this Agreement. If such protective order or other remedy is not obtained, or if RELX grants a waiver hereunder, DHC may furnish that portion (and only that portion) of the confidential information which DHC is legally compelled to disclose and will exercise its commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the confidential information so furnished.

INTEGRATION CLAUSE

This Agreement represents the entire contract between the parties on this subject. There are no oral or written promises, terms, or conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations or agreements, either oral or written, between the parties on this subject. It may be amended only by a writing signed by both parties.

INDEMNIFICATION

By signing this Agreement, DHC agrees to defend, indemnify, and hold harmless RELX against all claims or liability related in any manner to its services arising from its negligent acts or omissions or willful misconduct. DHC further agrees that it will fully assist RELX with any defense (such participation to be at the expense of DHC) and reimburse RELX for any expenses RELX incurs in defense against such claims or liability, including without limitation its reasonable attorneys fees and other costs, and that, upon a request by RELX, it will permit RELX to select its own counsel for RELX's defense.

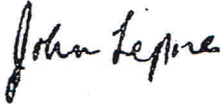
GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York, excluding to the maximum extent its conflict of law provisions, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws. Each party hereby submits themselves to the jurisdiction and venue of any appropriate court in the Borough of Manhattan and State of New York to resolve any and all disputes hereunder.

Davidoff Hutcher & Citron
December 1, 2016
Page 6 of 9

If the terms of this Agreement meet with your approval, please sign both copies of the Agreement, retain one copy for your files, and return the signed copy to me. Your signature on this Agreement certifies that you are authorized to act on behalf of DHC and to bind DHC to the terms and conditions stated herein.

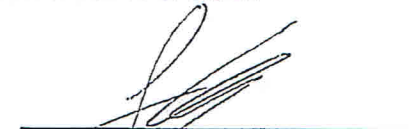
Sincerely,

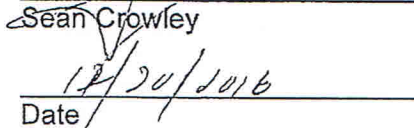


John Lepore
Head of Global Government Affairs
RELX Inc.

ACCEPTED:
Davidoff Hutcher & Citron

By:



Sean Crowley


Date

Attachments:
Schedule 1: Scope of Work
Schedule 2: Client List



DAVIDOFF HUTCHER & CITRON LLP

ATTORNEYS AT LAW

200 GARDEN CITY PLAZA, SUITE 315
GARDEN CITY, NEW YORK 11530

TEL: (516) 248-6400

FAX: (516) 248-6422

WWW.DHCLEGAL.COM

FIRM OFFICES

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605 THIRD AVENUE
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(212) 557-7200

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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 9, 2016

Warren Tackenberg
Executive Director
Nassau County Village Officials Association
P.O. Box 484
New Hyde Park, NY 11040

Re: State Lobbying Retainer

Dear Mr. Tackenberg:

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 Office of the Governor, New York State Legislature and state administrative agencies.

The term of this agreement shall be January 1, 2017 up to and including December 31, 2017. For its professional services DHC shall be paid at a rate of \$30,000, payable in monthly installments of \$2,500. 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.

In order for us to file this 2017 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 the confidence you continue to show in our firm.

Sincerely,

Stephen A. Malito
Chair, State Government Relations Practice Group

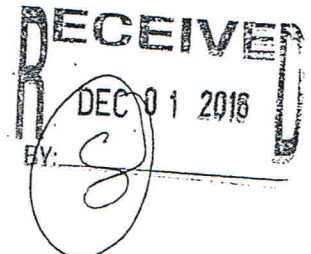
Agreed to and Accepted:

Nassau County Village Officials Association

Warren Tackenberg, Executive Director

Date

11/15/2016





DAVIDOFF HUTCHER & CITRON LLP

ATTORNEYS AT LAW

200 GARDEN CITY PLAZA, SUITE 315
GARDEN CITY, NEW YORK 11530

TEL: (516) 248-6400

FAX: (516) 248-6422

WWW.DHCLLEGAL.COM

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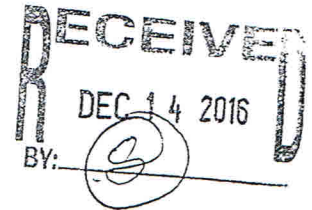
NEW YORK
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150 STATE STREET
ALBANY, NY 12207
(518) 465-8230

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

November 9, 2016

Mr. John Gutleber
CEO
Castagna Realty
2110 Northern Blvd.
Suite 201
Manhasset, NY 11030



Re: State Lobbying Retainer

Dear Mr. Gutleber:

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

The term of this agreement shall be January 1, 2017 up to and including December 31, 2017. For its professional services DHC shall be paid at a rate of \$60,000, payable in monthly installments of \$5,000. 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.

In order for us to file this 2017 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 the confidence you continue to show in our firm.

Sincerely

Stephen A. Malito
Chair, State Government Relations Practice Group

Agreed to and Accepted:

Castagna Realty

John Gutleber, CEO

12/12/16
Date



DAVIDOFF HUTCHER & CITRON LLP
ATTORNEYS AT LAW

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

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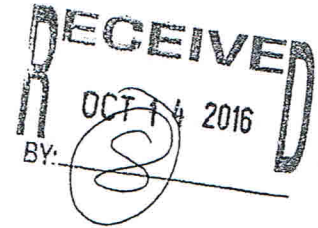
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WASHINGTON, D.C.
GOVERNMENT RELATIONS
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WASHINGTON, D.C. 20036
(202) 347-1117

September 14, 2016

James M. Barkley
General Counsel
Oyster Bay Realty
c/o Simon Property Group, Inc.
225 West Washington Street, 14th Floor
Indianapolis, IN 46204



Re: State Lobbying Retainer

Dear Mr. Barkley:

This letter shall serve as a formal retainer agreement between Oyster Bay Realty and Davidoff Hutcher & Citron, LLP (DHC) for DHC to provide government relations and lobbying services for Oyster Bay Realty. Specifically, DHC will represent Oyster Bay Realty before the Office of the Governor, New York State Legislature and state administrative agencies.

The term of this agreement shall be October 1, 2016 up to and including September 30, 2017. For its professional services DHC shall be paid at a rate of ~~\$5,000~~^{+\$4,500}, payable in monthly installments of \$5,000. 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.

*thru Dec 2016
then
\$3,500 per
month for
the
remainder*

In order for us to file this 2016-2017 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 the confidence you continue to show in our firm.

Sincerely,

Stephen A. Malito
Chair, State Government Relations Practice Group

Agreed to and Accepted:

Oyster Bay Realty (n/k/a Syosset Park Development, LLC)

James M. Barkley, General Counsel

10/13/16
Date



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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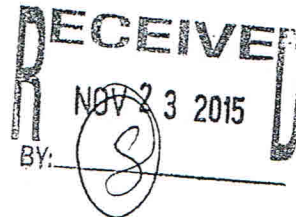
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WASHINGTON, D.C. 20036
(202) 347-1117

November 19, 2015

John Herchenroder, Esq.
Chief Legal Officer
Family Residences and Essential Enterprises, Inc.
191 Bethpage Sweet Hollow Road
Old Bethpage, New York 11804



Re: City/State/Federal/Local Lobbying Retainer

Dear Mr. Herchenroder:

This letter shall serve as a formal retainer agreement between Family Residences and Essential Enterprises, Inc. (FREE) 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 per the proposal dated December 3, 2014.

The term of this agreement shall be January 1, 2016 up to and including December 31, 2017. 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 \$4,000 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 on behalf of FREE. FREE also understands and agrees 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.

It is understood 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.

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.

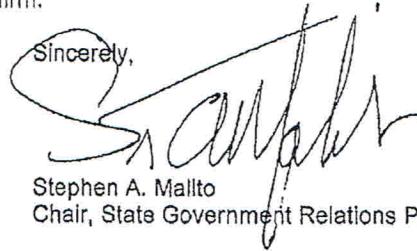
In order for us to file this 2016-2017 retainer agreement in a timely fashion with the New York State Joint Commission on Public Ethics, we ask that you sign and return a copy to us via email or regular mail.

DAVIDOFF HUTCHER & CITRON LLP

November 19, 2015
Page 2

Thank you for your confidence in our firm.

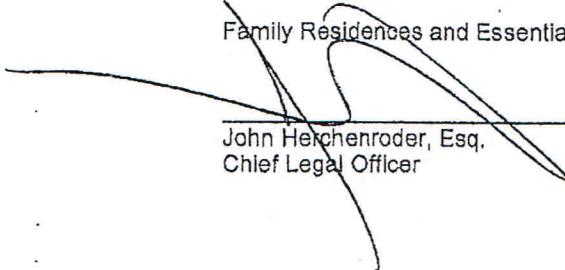
Sincerely,



Stephen A. Malto
Chair, State Government Relations Practice Group

Agreed to and Accepted:

Family Residences and Essential Enterprises, Inc.



John Herchenroder, Esq.
Chief Legal Officer

11/20/15

Date



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

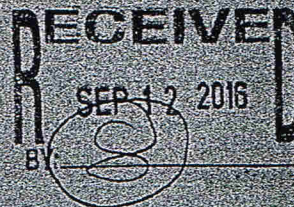
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GOVERNMENT RELATIONS
1211 CONNECTICUT AVENUE, N.W.
WASHINGTON, D.C. 20036
(202) 347-1117

CLIENT'S DIRECT: 516-247-4411
EMAIL: jbk@dhclegal.com

August 2nd, 2016



Dr. Herman Berliner, President
North Shore Board of Education
112 Franklin Avenue
Sea Cliff, New York 11579

Re. Government Affairs Retainer: 2016-2017

Dear Dr. Berliner:

This letter shall serve as an amendment to and a renewal of a retainer agreement dated August 26th, 2014 (a copy of which is attached hereto) for Davidoff Hutcher & Citron LLP (DHC) to provide lobbying and governmental relations services to the North Shore Board of Education (North Shore).

All provisions and requirements of the August 26th, 2014 retainer agreement would remain in effect with the exception of the amount of fees paid to DHC and for the reimbursement to DHC for expenses involving travel and lodging, with such expenses being capped at \$2,500 for the year.

The period of this renewal agreement shall be September 1, 2016 through August 31, 2017. DHC's fees for these services shall be sixty (\$60,000) thousand dollars payable at the rate of \$5,000 for each month of the agreement. Either party can terminate the agreement on 30 days written notice without further obligation. As previously noted, John Kiernan will continue to be the lead person on the team serving North Shore.

If these terms are agreeable to you, please sign this retainer agreement in the space indicated below and return it to me. Thank you.

Sincerely,

Sean B. Crowley

Enc.

ACCEPTED and AGREED TO

North Shore Board of Education

Dated: 9/2/16

Steve Malito, Chair, State Government Relations Group

Dated: 9/10/16