



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 (Amended).

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

Please see Addendum # 1 (Amended).

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 (Amended).

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 (Amended).

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:

Laura Curran 2017
Lavine for Nassau
Martins for Nassau
Maureen O'Connell for County Clerk
Labriola for Comptroller
Friends of Laura Schaefer
Friends of Madeline Singas

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.

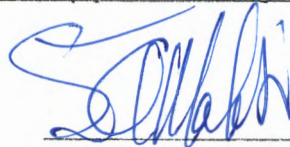
I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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: April 9, 2018

Signed:



Print Name:

Steve Malito

Title:

Partner & Chair,
State Government Relations Group

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

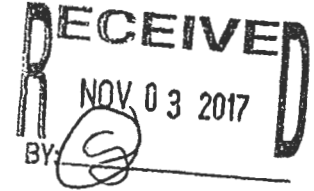
Name	Address	Phone Number	Registered to Lobby in
Charles Capetanakis	Davidoff Hutcher & Citron LLP 605 Third Avenue New York, New York 10158	212-557-7200	Nassau County New York City New York State
Sean Crowley	Davidoff Hutcher & Citron LLP 605 Third Avenue New York, New York 10158	212-557-7200	Nassau 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 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
A. Vournou Construction Management Group LLC	6500 Jericho Turnpike Syosset, New York 11791	516-513-1262
SCO Family of Services	1 Alexander Place Glen Cove, New York 11542	516-671-1253
Oracle America, Inc.	1910 Oracle Way Reston, VA 20190	703-478-9000

October 30, 2017

Davidoff Hatcher & Citron LLP
Stephen Malito
605 3rd Avenue, #34
New York, NY 10158



Re: **Engagement Letter – Government Procurement Consulting Services**

Dear Mr. Malito:

This Engagement Letter (“Agreement”) will confirm that Oracle America, Inc. (“Oracle”) has retained you and your firm (“you”) for the purpose of providing consulting services for the project(s) specified in Attachment A. We look forward to working with you.

The following sets forth Oracle's requirements concerning your services to Oracle. A copy of this Agreement should be distributed to each member of your team assigned to this matter. Only the individuals listed in Attachment A are authorized to represent Oracle under this Agreement. Any changes to that list must be effected through a formal amendment to this Agreement approved by Oracle. Please read this carefully as you and each member of your team is required to abide by all of these terms.

1. **Public Ethics Compliance and Disclosure.** Oracle requires its consultants to comply with all applicable procurement, lobbying, anti-corruption, conflict of interest, and political contribution statutes, laws, ordinances, regulations, rules and executive orders, including lobbyist registration and disclosure requirements, and to avoid any appearance of impropriety. You understand and agree that your failure to comply with such laws, and with the specific provisions of this section, may result in Oracle's immediate termination of this Agreement in accordance with Section 10.

a. **Lobby Activity.** Regulatory standards for lobbying vary greatly from jurisdiction to jurisdiction and are, in many cases, subject to interpretation and circumstance. You shall not register as a lobbyist on behalf of Oracle in any jurisdiction without the prior approval of Oracle Compliance & Ethics (nacomplianceprogram-app@oracle.com). You must obtain written pre-approval from Oracle Compliance & Ethics prior to undertaking any of the activities in your Statement of Work that may trigger lobbying compliance requirements on the part of Oracle or its employees. Any activity for Oracle that involves elected officials or their staffs, any legislative body, or any legislation or public policy, must have the express prior written approval of Oracle Government Affairs and Compliance & Ethics. Public policy statements, positions or advocacy activities may only be done with the advance written approval of Oracle Government Affairs.

b. **Lobby Disclosure.** You shall be responsible for responding promptly to all requests for questionnaires and other requests from Oracle or its outside counsel. You shall, if requested, promptly provide Oracle with copies of any documents, to include public filing disclosures for any of your or your firm's activities for or through Oracle, to include activities funded or reimbursed by Oracle. All lobbyist registration, authorization and/or reporting documents for Oracle as a legal entity will be handled by Oracle Compliance & Ethics; you shall not provide guidance on or facilitate the filing of any such documents by other Oracle employees.

c. **Political, Charitable and Sponsorship Activity.** You understand that it is Oracle's policy that its consultants and employees are strictly prohibited from discussing political, charitable or sponsorship activities in the context of any sales, procurement or other contractual relationship between Oracle and a government entity, or between an Oracle reseller and a government entity, and you agree to abide by this policy. Oracle will not



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reimburse you for any political, charitable or sponsorship contributions in any jurisdiction. Any proposed political, charitable or sponsorship activity involving Oracle or its employees, including campaign contributions, attendance at campaign or fundraising events, or requests by public employees or officials for charitable or sponsorship donations, shall be immediately referred to Oracle Compliance & Ethics.

d. ***Anti-Bribery.*** Oracle requires that you comply with all applicable laws, including the U.S. Foreign Corrupt Practices Act, U.K. Bribery Act, and all applicable international anti-corruption laws. By signing this Agreement, you acknowledge and agree that neither you nor your owners, directors, officers, employees or agents have or will make, offer, or promise to pay money or provide anything of value (including any meals, gifts, travel, informational items and gratuities), directly or indirectly, to any government or public international organization official, political party, candidate for political office, or employee of a private or commercial entity for the purpose of obtaining or retaining business, or securing any improper advantage, or to any person or entity if such payment would violate the laws of the country in which it is made or the laws of the United States. You shall notify Oracle Compliance & Ethics immediately upon any inquiry by any government official, media representative, or other third party, regarding your actions or proposed actions as related to any gift giving and cooperate with any inquiry or resulting investigation as requested by Oracle. You will also indemnify and hold Oracle Corporation, its subsidiaries, parents and affiliates harmless from any claims, losses or liabilities resulting from a breach of any of your obligations under this section. Your obligations under this section shall survive the termination or expiration of this Agreement.

e. ***US Export Laws.*** Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs and services that Oracle provides. You agree to comply with all such applicable export laws and regulations (including "deemed export" and "deemed re-export" regulations) applicable to your engagement under this Agreement. You agree that no data, information, program and/or materials, services or direct product thereof will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. You further agree that you will not participate in or support, directly or indirectly, any economic boycott not sanctioned by the United States Government.

f. ***Current and Former Government Officials and Employees.*** If you or your firm employs current or former government officials or employees, whether elected or appointed, or the immediate family members of such officials or employees, Oracle requires that you submit for Oracle's approval the names and Background Surveys (pursuant to subsection 1.h) of such individuals prior to any such individual's performance of any work on behalf of Oracle, and that you ensure that such individuals comply with all applicable ethics laws and regulations, including "revolving door" prohibitions or restrictions on working on particular matters or representing Oracle before government agencies or entities.

g. ***Background Survey and Background Check.*** You represent that, prior to entering into this Agreement, all of your personnel working on this matter responded accurately, and in full, to the background survey provided by Oracle. You shall provide Oracle with updates if conditions or circumstances arise during the term of this engagement that change any of the answers provided in the survey(s). You shall not permit any additional personnel to perform services for Oracle unless a background survey has been submitted for Oracle's review and you have received Oracle's approval to amend the Statement of Work in Attachment A to add any such individual(s). You agree to timely cooperate with Oracle regarding any follow-up questions or issues Oracle may have that arise from any of the background surveys. Oracle reserves the right to place



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restrictions on the activities of any consultant in order to avoid impropriety or the appearance of impropriety, and you agree to abide by any such restrictions. Oracle will make no payment nor authorize any consulting or lobbying activities until each person performing services under this Agreement completes the survey and responds fully to any follow up questions or issues. You also agree that Oracle may, in its discretion and as legally allowed, conduct a background check on you and/or your firm.

h. Federal Procurement Statutes. You and your firm represent and warrant that you and the firm's officers, agents and employees will comply with all federal government procurement laws and regulations applicable to the services to be provided by you and your firm under this Agreement. Such laws and regulations shall include, but not be limited to, those pertaining to conflicts of interest, the covenant against contingent fees, revolving door policy (18 USC § 207), procurement integrity (41 USC § 423), and the seeking of unlawful advantage in a federal government procurement.

i. State and Local Procurement Statutes. You and your firm represent and warrant that you and the firm's officers, agents and employees will comply with all state and/or local government procurement laws and regulations applicable to the services to be provided by you and your firm under this Agreement.

j. As an Oracle supplier, you are required to review and comply with Oracle's Supplier Code of Ethics and Business Conduct, which can be found at <http://www.oracle.com/corporate/supplier/index.html>.

2. *Payment.* Payment terms are contained in Attachment A. All services shall be invoiced monthly in arrears and payment shall be due 45 days after receipt of a correct invoice, but no earlier than when such invoices are due. Oracle shall have no obligation to pay you or your firm for any work performed prior to the execution of this Agreement or for any work performed by individuals not listed in Attachment A. Oracle shall have no obligation to pay you or your firm for any services or expenses until Oracle has issued a Purchase Order under this Agreement. Issuance of a Purchase Order requires a fully executed copy of this Agreement, a completed Background Survey(s) and any documentation that may be required by Oracle or our outside purchasing compliance vendor to certify your organization's status. Oracle will not pay any fee(s) for lobbyist registration unless (a) the jurisdiction(s) listed in Attachment A require you to register and pay for each client represented, or (b) Oracle is your sole client in that jurisdiction. You acknowledge that failure to comply with the terms of this section may cause delay in payment at no fault of Oracle.

2.1 Invoice Dispute Resolution

Payment by Oracle to you shall not limit Oracle's right to dispute an invoice. In the event Oracle determines you have invoiced Oracle incorrectly, Oracle shall notify you of such disputed billing and you shall, upon confirmation of any error, immediately submit a credit memo to Oracle, referencing the applicable Oracle purchase order number and description, for the entire disputed amount. Oracle may offset the amount of the dispute against Oracle's next payment to you if Oracle does not receive a credit memo from you within forty-five (45) days from mutual confirmation of such error. Should a dispute arise between you and Oracle over the amount due under any particular invoice, each party will appoint a representative to resolve the dispute regarding such amount. Oracle and you agree that Oracle and you each shall not terminate this dispute resolution procedure until discussions have been elevated to the Contact Person of both Oracle and you, and either of the representatives concludes, after a good faith attempt to resolve the dispute, that no mutually agreeable resolution is forthcoming.



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2.2 Records and Audit of Records

You shall keep and maintain appropriate records reflecting hours worked and costs and expenses incurred in connection with your performance of services under this Agreement. At Oracle's written request, you, within fifteen (15) days of Oracle's written request will make available to Oracle, sufficient access to your books and records in support of any invoice(s) issued by you pertaining to services provided under a Statement of Work, provided that: (i) you shall have an obligation under this Section 2.2 to provide Oracle only those records that are related to the specific services for which you issued the invoices in question, and (ii) such examination and audit shall take place during your regular business hours and will not unreasonably interfere with the your business operations.

3. **Contact Person.** The Oracle Senior Vice President or his/her designee specified as the Business Contact Person in Attachment A will be your primary business point of contact with Oracle. This person should be consulted in advance concerning all strategic and other significant decisions, including decisions to add individuals to Attachment A, and should be copied on all correspondence in this matter. Any billing matters or compliance issues shall be raised to the appropriate Invoice Contact or Compliance & Ethics Contact as listed in Attachment A. If you feel that you need to contact anyone else at Oracle not mentioned herein, that contact must be made through the Business Contact Person named in Attachment A.

4. **Status Reports.** You shall promptly advise Oracle of any significant developments in the matter(s) listed in Attachment A, as well as of any issues that arise regarding conflicts with any of Oracle's policies referenced herein or with Oracle's business interests.

5. **Confidentiality.** You agree to treat all Confidential Information of Oracle in accordance with this section, both during and after the term of this Agreement. "Confidential Information" means all information and material to which you or your firm have access in connection with the services provided hereunder including, but not limited to, (a) all financial, marketing, customer data and other business information, (b) any material or information that is either marked as confidential or is disclosed under such circumstances that one would reasonably expect it to be confidential, and (c) this Agreement. You agree to use the Confidential Information received solely for the purposes of providing services to Oracle for the matter(s) listed in Attachment A. You will not duplicate any Confidential Information unless and to the extent that such duplication is necessary to provide services under this Agreement. You shall not disclose or make Confidential Information available to any third party, except as specifically authorized by Oracle in writing. All Confidential Information furnished to you shall remain solely the property of Oracle. You further agree that all Confidential Information and any other information received from Oracle, including all copies in any form, shall be returned to Oracle upon completion or termination of the services under this Agreement.

6. **Work Performance.** You agree that you or your employee designees listed in Attachment A will personally perform all substantive work on this matter and the services performed will remain within the written scope of the Statement of Work. If you believe it is necessary for any other individual employed by your firm to provide services on this matter, you may assign other individuals only if you (a) give Oracle written notice of such addition or replacement as soon as you know it will be necessary or ten (10) days prior to such replacement, whichever is earlier, (b) in the event of a personnel replacement, replace an individual listed in Attachment A with someone having the skills and other attributes necessary to perform the services, equal to or greater than the individual being replaced and (c) obtain the prior written approval of both the Oracle Business Contact Person and Oracle Compliance & Ethics. The individual(s) must complete and submit the Background Survey pursuant to Section 1(g), and agree to adhere to any restrictions that Oracle may impose on him/her, prior to performing

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any services for Oracle. You agree not to subcontract any work on this project to any third party or otherwise engage any other independent contractor or consultant without the advance written approval of both the Business Contact Person listed in Attachment A and Oracle Compliance & Ethics. This approval will be contingent on, at minimum, the third party submitting a Background Survey and agreeing to comply with the terms of this Agreement.

7. **Media Inquiries.** Any media inquiries concerning this matter shall be referred to the Business Contact person named in Attachment A or to Oracle's Public Relations department. You are not authorized to speak to the press regarding your representation of Oracle. Unless required by law, you shall not disclose this Agreement, or Oracle's retention of you or your firm, to any third party without the specific prior written approval of Oracle. You shall, if permitted by law, promptly provide Oracle prior notice of any such legally required disclosure.

8. **Marketing.** You and/or your firm shall obtain the written consent of the Senior Vice President named herein and Oracle Compliance & Ethics before using Oracle's name in any of your firm's marketing presentations or written marketing materials. Oracle retains all rights, including the right to require you or your firm to stop using Oracle's name in marketing presentations or materials.

9. **Conflicts of Interest.** You and/or your firm represent that there exists no actual or potential conflict of interest concerning the services to be performed under this Agreement. You and/or your firm represent that your performance under this Agreement does not breach any of your agreements with, or obligations to, another party, to include any agreement or obligation to keep in confidence the proprietary information of that party.

You will not bring to Oracle or use in the performance of your duties under this Agreement any materials or documents of another party considered confidential or proprietary unless you have obtained written authorization from such party, and the informed consent of Oracle, for the possession and use of such materials. Additionally, if you or your firm provides consulting services to any federal government agency or entity, you represent and warrant that such consulting services do not consist of any of the activities that could cause a potential or actual organizational conflict of interest for Oracle under Federal Acquisition Regulation (FAR) Subpart 9.5.

Unless authorized by a separate contract with Oracle, you and your firm are not authorized to engage in legal representation of Oracle, including contract negotiations, or provide any advice on these matters or any other legal matter or otherwise engage government legal counsel. You may not communicate with any of Oracle's government customers on procurement legal issues, contract formation issues, RFP and contract terms and conditions, license compliance, or bid protest matters.

Any instances of potential or actual conflicts of interest shall be brought to the attention of the Business Contact person named in Attachment A and Oracle Compliance & Ethics immediately upon discovery of the potential or actual conflict. If, while representing Oracle, you or your firm contemplates undertaking the representation of an organization or company that will require you or your firm to advocate for a position that conflicts with Oracle's position on the subject matter for which Oracle has engaged you, you must notify Oracle Compliance & Ethics as Oracle considers that a potential conflict of interest. Conflicts will be evaluated by Oracle on a case-by-case basis; only Oracle Compliance & Ethics can waive a conflict.

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10. **Termination.** Oracle may terminate this Agreement and/or Attachment A at any time, with or without cause, by providing you or your firm with written notice. Termination is effective immediately unless otherwise specified in the termination notice. Termination shall not relieve Oracle of its obligation to pay any fees that have accrued for services performed as of the effective date of such termination. You must terminate all lobbyist registrations as of the effective date of the contract termination.

Your violation of any federal, state or local law or regulation during the term of this Agreement shall constitute a material breach of this Agreement. If you are accused of any such violation in connection with performance of services under this Agreement, all payments subsequent to such accusation shall be placed in escrow pending the resolution of such accusation. If you are found in official violation of, convicted of, admit to, or plead "no contest" to any such violation, you shall forfeit all payments related to the violation and all payments earned subsequent to the violation.

11. **Indemnification.** You and your firm shall defend, indemnify and hold harmless Oracle, its officers, directors, employees and clients from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including court costs and reasonable attorneys' fees) incurred by Oracle: (a) as a result of you or your firm's breach of warranty, negligence, willful misconduct, fraud, misrepresentation, or violation of law or regulation; and (b) in connection with any property damage, personal injury or death which results from the services.

Oracle shall have the right to approve any counsel retained to defend any demand, suit, investigation or cause of action in which Oracle is a defendant or target, such approval not to be unreasonably withheld. You and your firm agree that Oracle shall have the right to control and participate in the defense of any such demand, suit, investigation or cause of action concerning matters that relate to Oracle, and that such matters will not be settled without Oracle's prior written consent, which consent shall not be unreasonably withheld. If, in Oracle's reasonable judgment, a conflict exists in the interests of Oracle and your firm in such demand, suit, investigation or cause of action, Oracle may retain its own counsel whose reasonable fees shall be paid by your firm.

12. **Assignment.** Your firm may not assign or otherwise transfer any of its rights or obligations under this Agreement, by operation of law or otherwise, without Oracle's prior written consent.

13. **Governing Law and Jurisdiction.** This Agreement is made and entered into by the parties in the State of California and shall be construed according to the substantive and procedural laws of that state, without application of conflict of law principles. Any legal action or proceeding relating to this Agreement shall be instituted in any state or federal court in San Francisco or Santa Clara County, California. You, your firm and Oracle agree to submit to the jurisdiction of, and agree that venue is proper in, the aforesaid courts in any such legal action or proceeding.

14. **Severability.** If any provision(s) of this Agreement is determined to be invalid, illegal or unenforceable, such provision(s) shall be enforced to the maximum extent permissible, and the validity, legality and enforceability of the remaining provisions shall continue in full force and effect to the extent the parties' intent, as reflected in this Agreement, remains substantially unimpaired.

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October 30, 2017

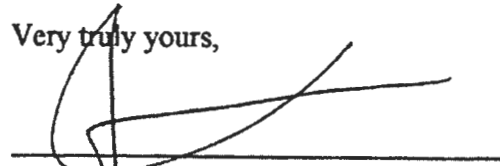
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15. *Entire Agreement, Survival.* This Agreement, including Attachments A and B, contains the entire Agreement between the parties related to this subject matter and no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. This Agreement supersedes any prior agreements or understandings between the parties hereto. The obligations set forth in Sections 1(b), 1(d), 1(e), 5, 8, 11, 12, 13 and 15 shall survive any expiration or termination of this Agreement.

Oracle's objective in retaining you and your firm is to obtain the highest quality representation in a cost effective manner. We expect you to work with us in accomplishing this objective. We also expect you and your firm to aggressively represent the interests of Oracle in a manner consistent with ethical standards and Oracle's corporate policies.

Please call me if you have any questions about the terms of this engagement. Once again, I look forward to working with you.

Very truly yours,



Mark C. Johnson
Senior Vice President
North America Public Sector Software

We agree to the above terms and conditions of our retention.

Signed: SA Malito

Name: Stephen A. Malito

Firm: Davidoff Hutcher & Citron LLP

Date: October 30, 2017



DAVIDOFF HUTCHER & CITRON LLP

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NEW YORK, NEW YORK 10158

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

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

June 26, 2017

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 1st, 2017 through June 30th, 2018. Our firm shall be paid in monthly installments of \$7,500.00 commencing July 1st, 2017. 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.

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.

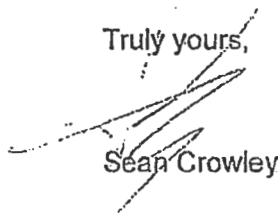
DHC agrees that, except as directed by SCO or as required by law, he/she will not at any time during or after the term of this Agreement disclose any Confidential

DAVIDOFF HUTCHER & CITRON LLP
Rose Anello
June 26, 2017
Page 3

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.

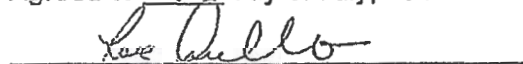
In order for us to file this 2017 retainer agreement in a timely fashion with the New York State Joint Commission on Public Ethics and New York City Clerk, we ask that you sign and return a copy to us via email or regular mail.

Truly yours,



Sean Crowley

Agreed to 6 day of July, 2017



Rose Anello, Chief Strategy Officer



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]



DAVIDOFF HUTCHER & CITRON LLP

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

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

FIRM OFFICES
GARDEN CITY
ATTORNEYS AT LAW
200 GARDEN CITY PLAZA
GARDEN CITY, NY 11530
(516) 248-6400

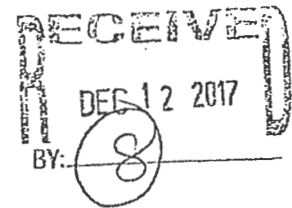
ALBANY
GOVERNMENT RELATIONS
150 STATE STREET
ALBANY, NY 12207
(518) 465-8230

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

December 5, 2017

Hon. Ralph Kreitzman
Co-Executive Director
Nassau County Village Officials Association
P.O. 2312309
Great Neck, New York 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 Office of the Governor, New York State Legislature and state administrative agencies.

The term of this agreement shall be January 1, 2018 up to and including December 31, 2018. 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 2018 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

Ralph Kreitzman, Co-Executive Director

12-12-2017
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

FIRM OFFICES

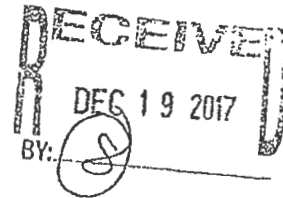
GARDEN CITY
ATTORNEYS AT LAW
200 GARDEN CITY PLAZA
GARDEN CITY, NY 11530
(516) 248-6400

ALBANY
GOVERNMENT RELATIONS
150 STATE STREET
ALBANY, NY 12207
(518) 465-6230

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

November 21, 2017

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



Re: State Lobbying Retainer

Dear Mr. Gulleber:

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, 2018 up to and including December 31, 2018. 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 2018 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 Gulleber, CEO

Date 12/19/17



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.DHCLLEGAL.COM

FIRM OFFICES

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

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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

October 1, 2017

Steven Fivel
General Counsel
Syosset Park Development, LLC
c/o Simon Property Group, Inc.
225 West Washington Street, 14th Floor
Indianapolis, IN 46204

Re: State Lobbying Retainer

Dear Mr. Fivel:

This letter shall serve as an amendment to the formal retainer agreement between Syosset Park Development, LLC (SPD) and Davidoff Hutcher & Citron, LLP (DHC) for DHC to provide government relations and lobbying services for SPD. Specifically, DHC will represent SPD before the Office of the Governor, New York State Legislature and state and local administrative agencies.

The term of this agreement shall be October 1, 2017 up to and including December 31, 2018. For its professional services DHC shall be paid in monthly installments of \$5,000 due on the first 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.

In order for us to file this 2017-2018 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

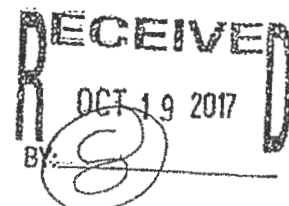
Agreed to and Accepted:

Syosset Park Development, LLC

Steven Fivel, General Counsel

10/16/2017

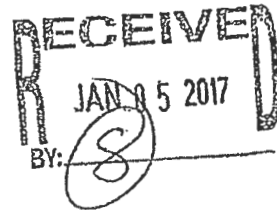
Date



RELX Group

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.elsevier.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.

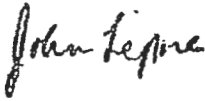
GOVERNING LAW

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.

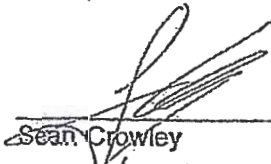
Sincerely,

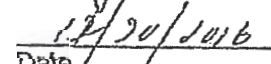


John Lepore
Head of Global Government Affairs
RELX Inc.

ACCEPTED:
Davidoff Hutcher & Citron

By:



Sean Crowley


Date

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



DAVIDOFF HUTCHER & CITRON LLP

GOVERNMENT RELATIONS
150 STATE STREET, 5TH FLOOR
ALBANY, NEW YORK 12207

TEL: (518) 465-8230
FAX: (518) 465-8650
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(212) 357-7200

GARDEN CITY
ATTORNEYS AT LAW
200 GARDEN CITY PLAZA
GARDEN CITY, NY 11530
(516) 248-6400

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

January 1, 2018

Anita Dowd-Neufeld, MA
Chief Administrative Officer
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. Dowd-Neufeld:

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, 2018 up to and including December 31, 2018. 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.

In order for us to file this 2018 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.

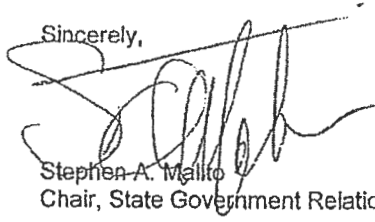
DAVIDOFF HUTCHER & CITRON LLP

January 1, 2018

Page 2

Thank you for your confidence in our firm.

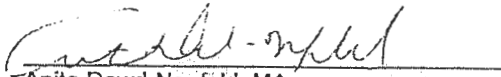
Sincerely,



Stephen A. Malito
Chair, State Government Relations Practice Group

Agreed to and Accepted:

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



Anita Dowd-Neufeld, MA
Chief Administrative Officer

1-10-18
Date



DAVIDOFF HUTCHER DIGITRONICS

EXTON ROAD
65 TRIP AVENUE
EXTON, NEW YORK 10520

TEL: (914) 345-7600
FAX: (914) 346-1883

U.S. DEPARTMENT OF JUSTICE

Attorney General

Director, Federal Bureau of Investigation
400 ...
Washington, D.C. 20535

RECEIVED
FBI

Re: Government Affairs Committee 2011-2012

Dear Sir:

The Board shall ...

... with the ...

... services ...

... the ...

Sincerely,

[Handwritten signature]

Very truly yours,
[Handwritten signature]

Davidoff Hutcher Digitronics



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

FIRM OFFICES
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ATTORNEYS AT LAW
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WASHINGTON, D.C.
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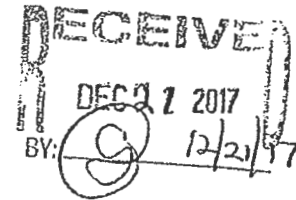
WRITER'S DIRECT: (646) 428-3206
E-MAIL: cc@dhclegal.com

December 18, 2017

VIA ELECTRONIC MAIL: avournou@avcmg.net

Mr. Antonios Vournou
A. Vournou Construction Management Group LLC
6500 Jericho Turnpike
Syosset, New York 11791

Re: Retainer Agreement



Dear Mr. Vournou:

This letter, when signed by you and returned to us, shall serve as the retainer for this firm to represent A. Vournou Construction Management Group LLC, beginning January 1, 2018 until December 31, 2018, in connection with various branches of New York State and New York City's government.

You acknowledge that neither the law firm nor anyone associated with it has made any representations to you concerning the potential success or failure of the matters to be undertaken by the law firm on your behalf.

In consideration of these services, we agree to accept, as and for our fees in this matter, a sum of Two Thousand Five Hundred (\$2,500.00) Dollars per month (the "Monthly Fee"). The first payment of which is due upon the execution of this retainer and thereafter on the 1st of each month.

In addition to the firm's fees, during the course of our representation, costs may be incurred for which you will be responsible. These costs include items such as Federal Express and similar fees, filing fees and travel costs. You will be billed separately for all costs incurred on your behalf.

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

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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.

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 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 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.

In order for us to file this 2017 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.

In the event that it becomes necessary to file an action to recover the fees and costs set forth in this agreement, you agree that the Court shall award the prevailing party in such action reasonable attorneys' fees and costs. In connection therewith, we reserve the right to file an action on our own behalf, and the Court may award to us reasonable attorneys' fees and costs based upon the performance of legal services on our own behalf.

It is understood that our firm will diligently and faithfully attempt to pursue and prosecute your matter to the best of our abilities and in your best interest. You understand that we in no way guarantee any result or outcome regarding the subject matter of this retainer

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agreement and have made no promises, express or implied, as to the eventual outcome of our representation.

If the foregoing constitutes our entire understanding, please sign this retainer agreement where indicated so that we will have a mutual memorandum of our understanding and return it to us. The copy is for your records.

This retainer can be cancelled upon thirty (30) days written notice by either party.

Very truly yours,



Charles Capetanakis

CC:rf
Enclosure

AGREED TO AND ACCEPTED THIS
____ DAY OF DECEMBER, 2017

A. Vournou Construction Management Group LLC

By: _____

Antonios Vournou

COUNTY OF NASSAU

LOBBYIST PERIODIC REPORT FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization as it appears on Lobbyist Registration and Disclosure Form:

Please see Addendum #1.

2. Reporting Period: January 1 to March 31, 2018

(January 1 to March 31; April 1 to May 31; June 1 to August 31; or September 1 to December 31)

(Note: for Sections 3 through 6 below, where a lobbyist is required to file this report, any such lobbyist that has not earned or incurred any compensation or expenses for the period shall make such a statement herein)

3. List below amounts for any compensation paid or owed to the lobbyist during the period for the purposes of lobbying. Such amounts shall be detailed as to amount, to whom paid and for what purpose.

Amount	Details
<u>\$22,500</u>	<u>Election Systems & Software (Retainer)</u>
<u>\$7,500</u>	<u>Nassau Village Officials Association (Retainer)</u>
<u>\$15,000</u>	<u>Castagna Realty Co., Inc. (Retainer)</u>
<u>\$15,000</u>	<u>Syosset Park Development, LLC (Retainer)</u>
<u>\$21,000</u>	<u>RELX Inc. (Retainer)</u>
<u>\$13,500</u>	<u>Family Residences and Essential Enterprises, Inc. (Retainer)</u>
<u>\$15,000</u>	<u>North Shore Board of Education (Retainer)</u>
<u>\$7,500</u>	<u>A. Vournou Construction (Retainer)</u>
<u>\$0</u>	<u>SCO Family of Services* (Retainer)</u>
<u>---</u>	<u>*SCO Family of Services was registered on March 12, 2018</u>

4. List below the cumulative total amounts earned to date for lobbying year:

\$117,000 (January 1 to March 31, 2018)

5. List below amounts for any expenses expended or incurred by the lobbyist during the period for the purposes of lobbying. Such amounts shall be detailed as to amount, to whom paid and for what purpose.

Amount	Details
\$0	No expenses for clients during this Reporting Period.
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

6. List below the cumulative total amounts expended to date for lobbying year:

\$0.00 (January 1 to March 31, 2018)

(In lieu of completing 7 through 10 below, you may attach a copy of your Lobbyist Registration and Disclosure Form, provided the information has not changed.)

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

Please see Addendum #1.

8. 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.

9. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed, during the Reporting Period.

No lobbying activity conducted during this Reporting Period.

10. The name of persons, organizations or governmental entities before whom the lobbyist has lobbied during the period.

No lobbying activity conducted during this Reporting Period.

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: I certify that all statements made on this statement are true, correct and complete to the best of my knowledge and belief and I understand that the willful making of any false statement of material fact herein will subject me to the provisions of law relevant to the making and filing of false instruments and will render such statement null and void.

Dated: April 9, 2018

Signed:

Print Name:

Steve A. Malito

Title:

Partner & Chair, State Government Relations Group

STATE OF NEW YORK)
 New York)
COUNTY OF NASSAU) SS:

Sworn to before me this 9th

Day of April, 2018.

Nicole Russo
NOTARY PUBLIC

NICOLE RUSSO (WEINGARTNER)
Notary Public, State of New York
No. 01WE6224594
Qualified in Nassau County
Commission Expires July 6, 2018

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 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
A. Vournou Construction Management Group LLC	6500 Jericho Turnpike Syosset, New York 11791	516-513-1262
SCO Family of Services	1 Alexander Place Glen Cove, New York 11542	516-671-1253