



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.

Praxis Public Relations, Inc.  
69 Chichester Road  
Huntington, NY 11743  
631.423.8300

Lobbyist: Paul J. Tonna

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

Nassau County, Suffolk County, New York State

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

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Bloom Energy Corporation  
4353 North First Street  
San Jose, CA 95134  
267-234-1673

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 governmental consulting services and networking with relevant municipalities

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

Nassau County, Suffolk County and New York State Executive Offices, Legislatures, Elected Officials, Depts of Labor, Depts of Health, Depts of Consumer Affairs, Depts of Public Works, Depts of Transportation, Depts of Environmental Conservation, Controllers' Offices, Long Island Towns, Long Island Villages, MTA



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, County Executive

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: 11/23/20

Signed:

  
\_\_\_\_\_

Print Name:

Paul J. Tonna

Title:

Praxis Public Relations, President

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1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

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

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





# Bloomenergy

## Consulting Services Agreement

**PRAXIS PUBLIC RELATIONS, INC and Bloom Energy Corporation**  
Entered This Consulting Services Agreement is entered into between  
PRAXIS PUBLIC RELATIONS, INC. (hereinafter referred to as  
"PRAXIS") and Bloom Energy Corporation (hereinafter referred to as  
"Client") (the "Agreement").

### 1. Services

- (a) PRAXIS shall provide consulting and related services to Client in connection with, but not limited to, the following services and activities ("Services"):
  - i. Town of Huntington, NY: Provide governmental consulting services and networking with relevant municipalities and utilities (e.g. County, Town, utilities, etc.) related to the Huntington fuel cell project at 575 Broadhollow Road, Melville, NY (the "Huntington Project").
  - ii. Town of Hempstead, NY: Provide governmental consulting services and networking with relevant municipalities and utilities (e.g. County, Town, utilities, etc.) related to the Hempstead fuel cell project at 1640 Hempstead Turnpike, East Meadow, NY (the "Hempstead Project").
- (b) PRAXIS shall provide the Services in accordance with the degree of skill and care exercised by first-class consultants providing services for projects of comparable size, complexity and other characteristics as the Services being provided pursuant to this Agreement.
- (c) PRAXIS is retained by the Client only for the purposes and to the extent set forth in this Agreement.

### 2. Term

The term of this agreement is November [.19.], 2020 through October 31, 2021 (the "Term") and may be extended by written agreement between parties.

### 3. Fees, Expenses, Invoices and Supporting Documents

- (a) In consideration of proper performance of the Services supporting the Huntington Project, Client will pay PRAXIS \$30,000 which will be billed \$2,500 per month. \$500 of this monthly retainer will be allocated for lobbying activities. Praxis shall, at its expense, pay all applicable sales, use, personal property, gross receipts, net income or any labor or employment related taxes levied by any taxing authorities whose jurisdictions apply to Praxis. PRAXIS will submit a monthly invoice for fees earned on the first business day of each month and due upon agreed terms of Net 45 Days, with the first payment invoiced upon execution of this Agreement and will contain the detail set out in Section 2(c). If this agreement is terminated prior to the completion of the Term, Client will not be responsible for any fees incurred after the termination date of this Agreement.
- (b) In consideration of proper performance of the Services supporting the Hempstead Project, Client will pay PRAXIS \$30,000 which will be billed at \$2,500 per month. \$500 of this monthly retainer will be allocated for lobbying activities. Praxis shall, at its expense, pay all applicable sales, use, personal property, gross receipts, net income or any labor or employment related taxes levied by any taxing authorities whose jurisdictions apply to Praxis. PRAXIS will submit a monthly invoice for fees earned on the first business day of each month and due upon receipt, with the first payment invoiced upon execution of this Agreement and will contain the detail set out in Section 2(c). If this agreement is terminated prior to completion of the Term, Client will not be responsible for any fees incurred after the termination date of this Agreement.
- (c) PRAXIS shall provide, with its invoices, a written report to Client detailing the Services on a monthly basis and otherwise at the written request of Client. Each report shall identify all substantive contacts with all persons in connection with the Services, including the names and titles of all participants and the date and general substance of such contacts. If Client requires more information regarding any contact, PRAXIS shall provide it, including copies of any requested documents, telephonic and text communications, emails, and other electronic communications. PRAXIS shall maintain all written documents and electronic communications for five (5) years after the expiration or termination of this Agreement and shall make them promptly available to Client upon Client's request during this period. These requirements will survive the expiration or termination of this Agreement.

#### 4. Compliance

- (a) PRAXIS shall comply with the Client Global Business Partner Standards, and as set forth on Client's website at [bloomenergy.com/supplychain](http://bloomenergy.com/supplychain), and as may be amended from time to time.
- (b) PRAXIS represents, warrants and covenants to Client that it will comply with, and shall ensure that its stockholders, directors, officers, employees, agents and representatives comply with all applicable local, state, federal and international laws, regulations and applicable industry standards including, but not limited to, the U.S. Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended (15 U.S.C. §§78dd-1 et seq.) and other applicable federal, national, state, provincial, regional or local department, agency or anti-corruption laws and regulations in all matters relating to this Agreement.
- (c) PRAXIS represents, warrants and covenants to Client that neither it nor any of its stockholders, directors, officers, employees, agents or representatives has made, offered, promised or authorized or will make, offer, promise or authorize, in connection with the Services contemplated in this Agreement or with any other business transactions involving Client or its affiliates, any payment or transfer of anything of value, directly or indirectly, to any person for the purpose of influencing any act or decision of such person or securing an improper advantage to assist Client or its affiliates in obtaining or retaining business.
- (d) PRAXIS shall maintain appropriate records related to the Services and any other business transactions involving Client or its affiliates, including appropriate documentation of costs incurred and disbursements made related to the Services or any other business transactions involving Client or its affiliates. At the request of Client, PRAXIS shall promptly make available to Client such records. These requirements will survive the expiration or termination of this Agreement.
- (e) PRAXIS shall notify Client if any of PRAXIS's stockholders, directors, officers, employees, agents and representatives working with Client, or the immediate families of the foregoing are or will be, an employee or officer of a government of any country, including any federal, national, state, provincial, regional or local department,

agency or enterprise owned or controlled by a government; an employee or officer of a political party; an employee or officer of a public international organization; or a candidate for political office.

#### **5. Notice of Payment of Anything of Value**

PRAXIS agrees that, should it learn or have reason to know of (i) any payment or transfer of anything of value or any offer, promise or authorization of any payment or transfer of anything of value to any person for the purpose of obtaining or retaining business or securing any improper advantage, including, but not limited to, a change in public policy outcomes, for or on behalf of Client or its affiliates; or (ii) any other development during the term of this Agreement that in any way makes inaccurate or incomplete any representation, warranty, covenant or certification of PRAXIS provided in this Agreement or at any time during the term of this Agreement, PRAXIS will immediately advise Client in writing of such knowledge or suspicion and the entire basis known to PRAXIS related to such knowledge or suspicion.

#### **6. Subcontractors**

PRAXIS is prohibited from sub-contracting, delegating or assigning any of its rights or obligations under the Agreement without Client's written consent. PRAXIS shall be solely responsible for the performance of any person to whom any rights or obligations under this Agreement are subcontracted, delegated, or assigned and shall ensure that such person complies in full with this Agreement in the same manner as PRAXIS is required to comply.

#### **7. Independent Contractor Status**

The Parties intend that PRAXIS, in performing the Services for Client, will act as an independent contractor. PRAXIS shall be responsible for performing all agreed Services in a professional manner. In performance of the Services described in this Agreement, PRAXIS is not to be considered an agent or employee of Client. Nothing in this Agreement shall be construed to be inconsistent with independent contractor status.

## 8. Indemnification

PRAXIS hereby agrees to indemnify, defend and hold harmless the Client and any member, director, officer, employee or agent thereof from and against any and all claims, liabilities, losses, expenses (including attorney's fees and legal expenses related to such defense), fines, penalties, taxes or damages asserted by any third party against Client arising out of the Services provided by PRAXIS under this Agreement, including, without limitation, any such actions relating to any civil, criminal, confidentiality or intellectual property matters. This Section survives the expiration or termination of this Agreement.

## 9. New York State Registrations

Praxis shall file this Agreement and register with the New York State Joint Commission on Public Ethics ("JCOPE"), along with such other local jurisdictions which the scope of services and applicable standards shall require. As a client retaining a lobbyist, Client is required to file semi-annual reports with JCOPE and such other reports as the relevant local jurisdictions require. Praxis will provide guidance to Client regarding filing requirements upon request and shall coordinate and provide information to Bloom Energy's lobbying compliance consultant Patricia Ryan Consulting. The JCOPE registration fee of \$200, and any other lobbying related registration fees shall be reimbursed by Client as set out in this Agreement.

Contact information for Lobbying Compliance:

Patricia Ryan Consulting  
15A Heirloom Lane  
Clifton Park, NY 12065  
Phone 518/369-8197  
[PLRYAN4@GMAIL.COM](mailto:PLRYAN4@GMAIL.COM)

## 10. Termination

PRAXIS or the Client may, with or without cause, terminate this Agreement upon thirty (30) days written notice to the other party except if PRAXIS

breaches any of Sections 3(a), 3(c) and 3(e) and Section 4 of this Agreement, which constitute non-curable breaches of this Agreement. In the event that PRAXIS breaches any of Sections 3(a), 3(c) and 3(e) and Section 4, Client shall have the unilateral right, exercisable immediately upon written notice to PRAXIS, to terminate this Agreement. Upon termination of this agreement for any reason, Client will no longer be obligated to pay for any fees due in section 2(a) from the termination date. PRAXIS will invoice Client for any approved invoices under section 2(b) no later than 30 days following the termination date of this Agreement.

## 11. Confidential Information

- (a) Confidential Information. “*Confidential Information*” means any non-public information that relates to the actual or anticipated business or research and development of Client, technical data, trade secrets or know-how, including, but not limited to, research, product plans or other information regarding Client's products or services and markets therefor, customer lists and customers (including, but not limited to, customers of Client on whom PRAXIS called or with whom PRAXIS became acquainted during the term of this Agreement), software, developments, Work Product, processes, formulas, technology, designs, drawing, engineering, hardware configuration information, marketing, finances or other business information disclosed by Client either directly or indirectly in writing, orally or by drawings or inspection of premises, parts, equipment, or other Client property. “*Confidential Information*” does not include information that (i) is known to Consultant at the time of disclosure to PRAXIS by Client as evidenced by written records of PRAXIS, (ii) has become publicly known and made generally available through no wrongful act of PRAXIS or (iii) has been rightfully received by PRAXIS from a third party who is authorized to make such disclosure. All Confidential Information shall remain the sole property of Client.
- (b) Third Party Confidential Information. PRAXIS recognizes that Client has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on Client's part to maintain the confidentiality of such information and to use it only for certain limited purposes. PRAXIS agrees that such

information shall be afforded the protections of Confidential Information under this Agreement.

- (c) Nondisclosure and Use. PRAXIS shall not (i) use the Confidential Information for any purpose whatsoever other than the performance of the Services on behalf of Client or (ii) disclose the Confidential Information to any third party other than for the purpose of performing the Services; provided, that if PRAXIS is subject to judicial or governmental proceedings requiring the disclosure of Confidential Information, then prior to disclosure PRAXIS shall provide Client with reasonable prior notice and will obtain, or provide Client with an opportunity to obtain, a protective order or confidential treatment of the Confidential Information. PRAXIS shall take all reasonable precautions to prevent any unauthorized disclosure or use of Confidential Information. In no event shall PRAXIS attempt to "reverse engineer" the Confidential Information.
- (d) Confidentiality Term. This Section 11 shall continue in full force and effect for five (5) years following the expiration or earlier termination of this Agreement.

## 12. Choice of Law

This Agreement shall be construed in accordance with the laws of the state of New York, without reference to conflicts of law principles, and encompasses the entire agreement between these parties. The exclusive jurisdiction and venue for all disputes or actions arising from this Agreement, whether at law or in equity, shall be the state and federal courts located in the county of Santa Clara, California.

## 13. Entire Agreement

This Agreement constitutes the entire agreement between Client and PRAXIS with respect to the subject matter of this Agreement and supersedes all prior written and oral agreements between Client and PRAXIS or any other affiliated, related, or unrelated parties regarding the subject matter of this Agreement.

**14. Counterparts and Electronic Execution**

This Agreement may be executed in any number of separate counterparts and delivered by electronic means (including in Portable Document Format (.PDF) and in digital signature formats such as DocuSign), each of which when so executed shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

**Client**

Bloom Energy Corporation

DocuSigned by:  
*Terry Le*  
/928354101-92C437

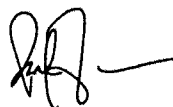
\_\_\_\_\_  
Terry Le

11/20/2020

\_\_\_\_\_  
Date

**PRAXIS**

PRAXIS PUBLIC RELATIONS, INC.



\_\_\_\_\_  
Paul Tonna

11/19/2020

\_\_\_\_\_  
Date

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NASSAU CO. ATTORNEY