

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.

McBride Consulting and Business Development Group
290 Broadhollow road, Suite 130E Melville NY 11747
631-944-3227

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

New York State
New York City
Nassau County
Suffolk County

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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See attached rider

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.**

see attached rider

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

see attached rider



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:

see attached rider

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: 5/10/21

Signed:



Print Name:

Spencer Andrews

Title:

Executive Director to President and CEO

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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.

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Nassau County Lobbyist Registration and Disclosure form
Supporting Rider Document

Lobbyist information:

Name: Robert McBride

McBride Consulting and Business Development Group (MKBS Management Corp.)

Address: 290 Broadhollow Road Suite 130E Melville NY 11747

Phone: 631-944-3227

Jurisdictions: Where designated as a registered lobbyist.

Nassau County, Suffolk County, New York State, New York City.

Client information

- 1. Conifer Realty LLC.

Address: 20000 Horizon Way Mount Laurel New Jersey 08054

Phone: 856-793-2009

1A. Subject matter: Affordable Housing

1B. Identification of those lobbied: Village of Hempstead, Mayor Don Ryan, Hempstead Trustees Wyllyn Hobbs, Lamont Johnson, Jeffrey Daniels

1C. Campaign contributions disclosure:

Laura Curran for Nassau

Friends of Jack Schnirman

Friends of Rich Nicoello

Kevan Abrahams for Nassau

Friends for Carrie Solages

Citizens for D'Esposito

Client information

2. Concern for Independent Living

Address: 3122 Expressway Drive South Medford NY 11763

Phone: 631-758-0474

2A. Subject matter: Affordable Housing

2B. Identification of those lobbied: Village of Hempstead, Mayor Don Ryan, Hempstead Trustees Wilyn Hobbs, Lamont Johnson, Jeffrey Daniels

2C. Campaign Contributions disclosure:

Laura Curran for Nassau

Friends of Jack Schnirman

Friends of Rich Nicolello

Kevan Abrahams for Nassau

Friends for Carrie Solages

Citizens for D'Esposito

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Client information

— 3. OpenGov Inc.

Address: 955 Charter Street redwood City California, 94063

Phone: (650) 336-7167

3A. Subject matter: Energy and natural resources – General (Information Technology)

3B. Identification of those lobbied: Village of Hempstead, Mayor Don Ryan, Chief of Staff to Mayor Ryan, Joe Nocella

3C. Campaign contributions disclosure:

Laura Curran for Nassau

Friends of Jack Schnirman

Friends of Rich Nicoletto

Kevan Abrahams for Nassau

Friends for Carrie Solages

Citizens for D'Esposito

Client information

✓ 4. Rising Tide Fuel LLC. (Mr. Gene Monahan)

Address: P.O Box 503 Amityville NY 11701

Phone: 631-374-7361

4A. Subject matter: Nassau County Policy, Energy & Natural Resources- Oil/ Fuel/ Gas

4B. Identification of those lobbied: Assemblywoman Kimberly Jean Pierre, Nassau county Commissioner of Consumer Affairs Greg May

4C. Campaign contributions disclosure:

Laura Curran for Nassau

Friends of Jack Schnirman

Friends of Rich Nicoletto

Kevan Abrahams for Nassau

Friends for Carrie Solages

Citizens for D'Esposito

Client Information

Client Name

Address

City

State

Zip

Phone

Business Hours

Special Services

Comments

Notes

Account Number

Branch

Branch Address

Client Information

Client Name

Address

City

State

Zip

Phone

Business Hours

Special Services

Comments

Notes

Account Number

Branch

Branch Address

Client information

5. Property Registration Champions (PROCHAMPS)

Address: 2725 Center Place Melbourne Florida 32940

Phone: (321) 421-6639

5A. Subject matter: Municipal procurement: Abandoned homes software

5B. Identification of those lobbied: Town of Hempstead

5C. Campaign contributions disclosure:

Laura Curran for Nassau

Friends of Jack Schnirman

Friends of Rich Nicoletto

Kevan Abrahams for Nassau

Friends for Carrie Solages

Citizens for D'Esposito

Client information

6. Smith and DeGroat Real Estate

Address: 27 east Jericho Turnpike, Mineola NY 11501

Phone: (516) 248-6905

6A. Subject matter: Tax Assessment issues

6B. Identification of those lobbied: Chief Deputy County executive Helena Williams, Deputy County Executive Mike Santeramo, Nassau County Legislator Richard Nicoletto

6C. Campaign contributions disclosure:

Laura Curran for Nassau

Friends of Jack Schnirman

Friends of Rich Nicoletto

Kevan Abrahams for Nassau

Friends for Carrie Solages

Citizens for D'Esposito

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Client information

- 7. Standard valuation Services

Address: 27 East Jericho Turnpike Mineola NY 11501

Phone: (516) 248-6922

7A. Subject matter: Tax assessment issues

7B. Identification of those lobbied: Chief Deputy County executive Helena Williams, Deputy County Executive Mike Santeramo

7C. Campaign contributions disclosure:

Laura Curran for Nassau

Friends of Jack Schnirman

Friends of Rich Nicoletto

Kevan Abrahams for Nassau

Friends for Carrie Solages

Citizens for D'Esposito

Client Information:

- 8. Henry Schein inc.

Address: 135 Duryea Road, Melville NY 11747

Phone: 631-853-4600

8A. Subject matter: COVID-19 Vaccine Distribution

8B. Identification of those lobbied: Chief Deputy County executive Helena Williams, Deputy County Executive Mike Santeramo,

8C. Campaign contributions disclosure:

Laura Curran for Nassau

Friends of Jack Schnirman

Friends of Rich Nicoletto

Kevan Abrahams for Nassau

Friends for Carrie Solages

Citizens for D'Esposito

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Client Information:

9. Transdev North America Inc.

Address: 720 E. Butterfield Road, Suite 300, Lombard, IL 60148

Phone: (800) 225-8880

9A. Subject matter: Transportation Procurement

9B. Identification of those lobbied: Chief Deputy County executive Helena Williams, Deputy County Executive Mike Santeramo, Presiding Officer Richard J. Nicoletto, Comptroller Jack Schnirman

9C. Campaign contributions disclosure:

Laura Curran for Nassau

Friends of Jack Schnirman

Friends of Rich Nicoletto

Kevan Abrahams for Nassau

Friends for Carrie Solages

Citizens for D'Esposito

Client Information:

10. Total Transportation Corp.

Address: 400 Stanley Avenue Brooklyn NY, 11207

Phone: 718-257-2082

10A. Subject matter: Nassau County Pre-K Transportation Contract Procurement

10B. Identification of those lobbied: Chief Deputy County Executive Helena Williams,

10C. Campaign contributions disclosure:

Laura Curran for Nassau

Friends of Jack Schnirman

Friends of Rich Nicoletto

Kevan Abrahams for Nassau

Friends for Carrie Solages

Citizens for D'Esposito

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Client Information:

✓ 11. Premier Mechanical Solutions.

Address: 1493 Church Street, Holbrook NY 11741

Phone: 631-956-1112

11A. Subject matter: Contract procurement in Commercial HVAC space

11B. Identification of those lobbied: To be determined.

11C. Campaign contributions disclosure:

Laura Curran for Nassau

Friends of Jack Schnirman

Friends of Rich Nicoletto

Kevan Abrahams for Nassau

Friends for Carrie Solages

Citizens for D'Esposito

Client Information:

✓ 12. Clear River Environmental

Address: 847 11th street, Ronkonkoma NY 11779

Phone: 631-467-5447

12A. Subject matter: MWBE procurement

12B. Identification of those lobbied: To be determined.

12C. Campaign contributions disclosure:

Laura Curran for Nassau

Friends of Jack Schnirman

Friends of Rich Nicoletto

Kevan Abrahams for Nassau

Friends for Carrie Solages

Citizens for D'Esposito

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Client Information:

↳ 13. XI Fleet

Address: 143 Newton Street, Brighton, MA 02135

Phone: (800) 225-8880

13A. Subject matter: Electric bus, electric charging, electric storage

13B. Identification of those lobbied: Chief Deputy County executive Helena Williams, Deputy County Executive Mike Santeramo.

13C. Campaign contributions disclosure:

Laura Curran for Nassau

Friends of Jack Schnirman

Friends of Rich Nicolello

Kevan Abrahams for Nassau

Friends for Carrie Solages

Citizens for D'Esposito

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Consulting & Business Development Group

■ 290 Broadhollow Road, Suite 130E, Melville, NY 11747 ■

www.mcbrideny.com
631-944-3227

April 5, 2021

Mr. Sam Leone
Executive Vice President
Conifer Realty LLC
2000 Horizon Way, Suite 180
Mount laurel New Jersey 08054

Re: Extension of Lobbying & Business Consulting Agreement

Dear Mr. Leone,

By this Letter Agreement Conifer realty LLC ("Client") and MKBS Management Corp., d/b/a McBride Consulting and Business Development Group ("Consultant") hereby agree to extend term of the Lobbying and Business Consulting Services Agreement ("Agreement") between the parties, dated February 28, 2019. Renewal Contract commencing on April 14, 2021 and continuing until October 13, 2021.


The Letter Agreement extends the terms and provisions contained in the original Agreement. Nothing in this Letter Agreement should be deemed to modify or change the terms and conditions of said agreement except as expressly set forth herein.

Please sign where indicated below to denote your acknowledgement and acceptance of this Letter Agreement and kindly return a signed copy to my attention.

Very truly yours,


Robert McBride
President and CEO
McBride Consulting and Business Development Group

Agreed to and Accepted by
Conifer Realty, LLC

By: 
Sam Leone, Executive Vice President

Date: 4/13/2021

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M^CBRIDE

Consulting & Business Development Group

■ 290 Broadhollow Road, Suite 130E, Melville, NY 11747 ■

www.mcbrideny.com
631-944-3227

March 22, 2021

Mr. Ralph Fasano
Executive Director
Concern for Independent Living
Medford- Main Office
312 Expressway Drive South
Medford, New York 11763

Re: Lobbying & Consulting Services Agreement

Dear Mr. Fasano,

By this lobbying and Consulting Services Agreement ("Agreement"), Concern for Independent Living ("Company") and MKBS Management, Corp. d/b/a McBride Consulting & Business Development Group ("Consultant") agree to engage in lobbying/ consulting activity and public relations services as it relates to affordable housing construction development business on its behalf before all municipalities on Long Island, including Villages, Towns and Counties and the State of New York.

Scope of Services:

Consultant will assist Company in devising a strategy to aid Concern for Independent Living in their corporate goals both short- and long-term goals which includes working with Concern for Independent Living to shape its business advocacy and affordable housing agenda.

This Agreement shall supersede the agreement dated May 19, 2020. The term of this agreement shall be for two (2) years, commencing on April 1, 2021 and continuing until March 31, 2023. This term may be extended pursuant to the mutual written agreement of the parties. In consideration of such aforementioned lobbying, consulting and public relations services, Company will pay to Consultant \$10,000 per month, due and payable upon the execution of this agreement, with the exception of the first fee, which is due upon the execution of this Agreement.

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Consulting & Business Development Group

■ 290 Broadhollow Road, Suite 130E, Melville, NY 11747 ■

www.mcbrideny.com
631-944-3227

Lobbying and Consulting Services Agreement

March 22, 2021

Page Two

Company agrees to pay all required lobbying registration fees in the respective jurisdictions where lobbying is performed.

This Agreement shall at all times be governed, construed and interpreted in accordance with the laws of the State of New York and in the event of any disagreement between the Parties, it shall be subject to mandatory adjudication before the American Arbitration Association whose determination shall be conclusive. Such determination may be enforced in any Court in New York State. The prevailing Party shall be awarded all reasonable costs of such adjudication and litigation if necessary.

Company and Consultant each acknowledge some of the services to be furnished hereunder may compromise lobbying activity under state and local law, including the NYS Lobbying Act and State Finance Law. As such, Company hereby expressly authorizes Consultant to engage in lobby activity on its behalf during the effective term of this Agreement. Company and Consultant further acknowledge that Client will be required to make periodic lobby disclosure filings detailing the lobby activity undertaken. The Company will be responsible for filing forms accordingly with the State of New York, Nassau County and Suffolk County where lobbying is to take place. Links to these forms are provided below for your convenience.

New York State: <https://icope.ny.gov/2019-filing-information-and-requirements>

Nassau County: <https://www.nassaucountyny.gov/3876/Disclosure-Forms>

Suffolk County: <https://www.scnvlegislature.us/677/Lobbyist-Information>

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

We make no 100% guarantees, but what we will guarantee is the commitment and time, energy, and resources our firm will put into achieving the success you want.

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Consulting & Business Development Group

■ 290 Broadhollow Road, Suite 130E, Melville, NY 11747 ■

www.mcbrideny.com
631-944-3227

Lobbying and Consulting Services Agreement

March 22, 2021

Page Three

Thank you for allowing MCBDG the opportunity to present to you this agreement. If you find this contract acceptable, please kindly sign two (2) copies and return one (1) to our office, along with an initial retainer fee.

Concern for Independent Living
Medford - Main office
312 Expressway Drive South
Medford New York, 11763

McBride Consulting & Business
Development Group
290 Broad Hollow Road, Suite 130E
Melville, New York 11747

By:


Ralph Fasano
Executive Director

Date:

3/23/21

By:


Robert McBride
President and CEO

Date:

3-22-21

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SECOND AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT

This Second Amendment to Independent Contractor Agreement (this "**Second Amendment**") is made effective as of April 1, 2021 (the "**Second Amendment Effective Date**"), by and between MKBS Management Corp, d/b/a McBride Consulting & Business Development Group ("**Contractor**") and OpenGov, Inc. ("**Client**") (Contractor and Client are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**").

RECITALS

WHEREAS, the Contractor and Client entered into that certain Independent Contractor Agreement, effective October 15, 2020, as amended by the First Amendment, dated January 21, 2021 (together the "**Agreement**") wherein the Contractor agreed to provide certain Services and Deliverables. All capitalized terms herein used but not defined shall have the meanings assigned to them in the Agreement;

WHEREAS, the Agreement term is set to expire on March 31, 2021.

WHEREAS, the Parties have agreed to extend the term of the Agreement to September 30, 2021 as well as certain changes in and amendments to the Agreement as more particularly described and detailed in this Second Amendment.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Effect of Amendment. This Second Amendment amends the Agreement by adding to, deleting from and modifying the Agreement as set forth herein.

2. Conflict. In the event of any conflict between the main body of the Agreement and this Second Amendment, this Second Amendment will control.

3. Amendments to Agreement.

A. **Section 10 Term and Termination is hereby amended to reflect the Agreement shall expire on September 30, 2021, unless sooner terminated by the Parties.**

B. **The Statement of Work attached hereto as Exhibit A of this Second Amendment is hereby added to the Agreement.**

4. Legal Effect. The modifications set forth in this Second Amendment are effective as of the date first written above. Except as expressly amended or modified by this Second Amendment all other terms of this Agreement shall remain unchanged and in full force in effect.

5. Counterparts. This Second Amendment may be signed in any number of counterparts
Signature Page to First Amendment

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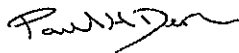
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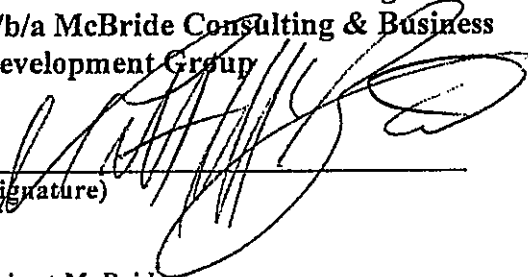
(which may be transmitted by facsimile, PDF, or like method of transmission), each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned, having set their hands and seals below, have duly executed this Second Amendment as of the day and year first above written.

CLIENT: OPENGOV, INC

CONTRACTOR: MKBS Management Corp,
d/b/a McBride Consulting & Business
Development Group

DocuSigned by:

ATE3367C0FFPE426...
(Signature)


(Signature)

Paul H. Denton
(Print Name)

Robert McBride
(Print Name)

CFO
(Title)

President and CEO
(Title)

Date: 3/31/2021

Date: 3/31/2021

[Signature Page to Second Amendment]

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EXHIBIT A

TO

SECOND AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT

STATEMENT OF WORK

EFFECTIVE DATE: April 1, 2021

SCOPE OF WORK: Contractor will be engaged to assist Client in its government business development efforts. The focus will be in the State of New York, as well as the Counties of Nassau and Suffolk. You will be reporting to Claudia Arriaga, Director of Business Development. Contractor provides the following in the course of providing services to Client.

- Assistance in the Development of a Strategic Plan
- Market Assessment
- Market Messages and Solution Packaging
- Procurement Support
- Teaming Recommendations and Introductions
- Networking Support
- Introductions to Public Sector Decision Makers
- Negotiations Support
- Ongoing Contract and Project Support

Contractor will work with Client to develop a strategy and plan that best fits Client's requirements. This includes activities listed above and performing such other functions as are normally or necessarily incident to the above.

PERIOD COVERED: April 1, 2021- September 30, 2021

PAYMENT:

- a. In consideration for the Services to be performed by Contractor, Client agrees to pay Contractor the rate of \$5,000 per month (the "Monthly Retainer"), exclusive of out-of-pocket expenses.
- b. Contractor will furnish all materials, equipment and supplies used to provide the Services required by this Agreement. Contractor may bill Client for other reasonable out of-pocket expenses, if any, at cost. Examples of reimbursable expenses include, but are not limited to, reasonable out-of-town travel and reasonable lunch or dinner meetings arranged for Client. Any expenses must be approved in advance by Client.
- c. Contractor shall invoice Client at the beginning of each month for the Monthly Retainer. In addition, claims for expenses will be invoice d no later than the month following the month in which any such expenses are incurred. Such invoice s shall describe the expenses in reasonable detail and consistently with norm al commercial practices. All payments shall be due Net 30 days from the date of invoice, with the exception of the first monthly foe, which is due upon the execution of this Agreement.

SIGNATURE PAGE TO FOLLOW

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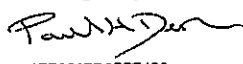
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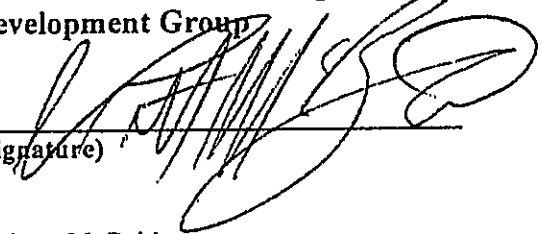
IN WITNESS WHEREOF, the parties have executed this Statement of Work as of the date first written above.

CLIENT: OPENGOV, INC

CONTRACTOR: MKBS Management Corp,
d/b/a McBride Consulting & Business
Development Group

DocuSigned by:

A7E3687D86EE438

(Signature)



(Signature)

Paul H. Denton
(Print Name)

Robert McBride
(Print Name)

CFO
(Title)

President and CEO
(Title)

Date: 3/31/2021

Date: 3/31/2021

[SIGNATURE PAGE TO STATEMENT OF WORK TO SECOND AMENDMENT]

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MCBRIDE

Consulting & Business Development Group

■ 290 Broadhollow Road, Suite 130E, Melville, NY 11747 ■

www.mcbrideny.com
631-944-3227

June 23, 2020

Mr. Gene Monahan
President
Rising Tide Fuel LLC
P.O. Box 503
Amityville, New York 11701

Re: Lobbying & Consulting Services Agreement

Dear Mr. Monahan:

By this Lobbying and Consulting Services Agreement ("Agreement"), Rising Tide Fuel LLC ("Company") and McBride Consulting and Business Development Group ("Consultant") shall engage in the business which relates to lobbying and consulting services rendered by Consultant on behalf of Company with respect to certain legislative matters to be discussed with the Executive, Legislative and Administrative branches of the Counties of Nassau and Suffolk, State of New York, and its political subdivisions. Company hereby expressly authorizes Consultant to engage in lobbying activity before the above referenced branches of government during the effective term of this Agreement.

The initial term of this Agreement shall be for six (6) months, commencing as of July 1, 2020 and continue until December 31, 2020. This term will automatically renew for an additional six (6) months, concluding on June 30, 2021 unless expressed in writing by either party. In consideration of such aforementioned lobbying and consulting services to be rendered, Company will pay to Consultant \$6,000 per month, due and payable on the 1st day of each month, **with the exception of the first monthly fee, which is due upon the execution of this Agreement.** Company agrees to pay all required lobbying registration fees in the respective jurisdictions where lobbying is performed.

Company and Consultant each acknowledge some of the services to be furnished hereunder may compromise lobbying activity under state and local law, including the NYS Lobbying Act and State Finance Law. As such, Company hereby expressly authorizes Consultant to engage in lobby activity on its behalf during the effective term of this Agreement. Company and Consultant further acknowledge that Company will be required to make periodic lobbying disclosure filings detailing the lobby activity undertaken. The Company will be responsible for filing forms accordingly with the State of New York, Counties of Nassau and Suffolk, and local jurisdictions where lobbying is to take place. Links to these forms are provided below for your convenience.

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Lobbying and Consulting Services Agreement
June 23, 2020
Page 2

New York State: <https://jcope.ny.gov/2019-filing-information-and-requirements>
Nassau County: <http://www.nassaucountyny.gov/3876/Disclosure-Forms>
Suffolk County: <https://www.scnylegislature.us/677/Lobbvist-Information>


All information which the Consultant presently has, or which may come into Consultant's possession during the engagement relative to the business activities of Company or its Companies which is of secret or confidential nature is and shall remain the property of Company during the engagement and thereafter.

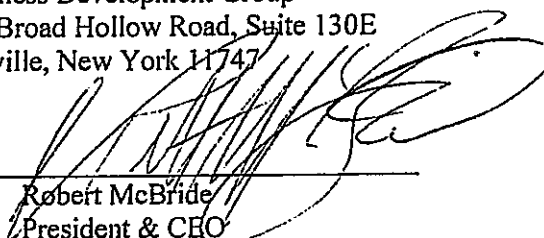
This Agreement shall be governed and construed in accordance with the laws of the State of New York, without reference to choice of law doctrine.

If the above is consistent with your understanding of the Agreement between Company and Consultant, please sign 2 copies and return one (1) copy to our offices.

Rising Tide Fuel LLC
P.O. Box 503
Amityville, New York 11701

McBride Consulting &
Business Development Group
290 Broad Hollow Road, Suite 130E
Melville, New York 11747

By: 
Gene Monahan
President

By: 
Robert McBride
President & CEO

Date: 6/23/20

Date: 6.23.20

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■ 290 Broadhollow Road, Suite 130E, Melville, NY 11747 ■

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631-944-3227

November 12, 2020

Mr. Thomas R. Darnell
Managing Director
Property Registration Champions, LLC
d/b/a PROCHAMPS
2725 Center Place
Melbourne, FL 32940

Re: Extension of Lobbying & Consulting Agreement

Dear Mr. Darnell,

By this Letter Agreement, Property Registration Champions, LLC d/b/a PROCHAMPS ("Client") and MKBS Management Corp., d/b/a McBride Consulting & Business Development Group ("Consultant") hereby agree to extend term of the Business Consulting Agreement ("Agreement") between the parties, dated October 30, 2019 commencing on January 1, 2021 and continuing until December 31, 2021.

The Letter Agreement extends the terms and provisions contained in the original Agreement, a copy of which is enclosed herewith. Nothing in this Letter Agreement should be deemed to modify or change the terms and conditions of said Agreement except as expressly set forth herein.

Please sign where indicated to below to indicate your acknowledgment and acceptance of this Letter Agreement and kindly return a signed copy to my attention.

Very truly yours,


Robert McBride
President and CEO
McBride Consulting & Business Development Group

Agreed to and Accepted by
Property Registration Champions, LLC
d/b/a PROCHAMPS

By: Thomas R. Darnell
Thomas R. Darnell
Managing Director

Date: 11/13/2020

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Consulting & Business Development Group

▪ 290 Broadhollow Road, Suite 130E, Melville, NY 11747 ▪

www.mcbrideny.com
631-944-3227

December 9, 2020

Mr. Matthew Smith
President
Smith & DeGroat Real Estate
27 East Jericho Turnpike
Mineola, New York 11501

Re: Extension of Lobbying & Consulting Agreement


Dear Mr. Smith,

By this Letter Agreement, Standard Valuation Services ("Client") and MKBS Management Corp., d/b/a McBride Consulting & Business Development Group ("Consultant") hereby agree to extend term of the Business Consulting Agreement ("Agreement") between the parties, dated November 27, 2018 commencing on January 1, 2021 and continuing until December 30, 2021.

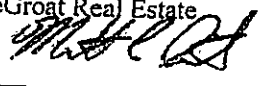
The Letter Agreement extends the terms and provisions contained in the original Agreement, a copy of which is enclosed herewith. Nothing in this Letter Agreement should be deemed to modify or change the terms and conditions of said Agreement except as expressly set forth herein.

Please sign where indicated to below to indicate your acknowledgment and acceptance of this Letter Agreement and kindly return a signed copy to my attention.

Very truly yours,


Robert McBride
President and CEO
McBride Consulting & Business Development Group

Agreed to and Accepted by
Smith & DeGroat Real Estate

By: 
Matthew Smith, President

Date: 12-9-20

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Consulting & Business Development Group

■ 290 Broadhollow Road, Suite 130E, Melville, NY 11747 ■

www.mcbrideny.com
631-944-3227

December 9, 2020

Mr. Matthew Smith
President
Standard Valuation Services
27 East Jericho Turnpike
Mineola, New York 11501

Re: Extension of Lobbying & Consulting Agreement

Dear Mr. Smith,

By this Letter Agreement, Standard Valuation Services ("Client") and MKBS Management Corp., d/b/a McBride Consulting & Business Development Group ("Consultant") hereby agree to extend term of the Business Consulting Agreement ("Agreement") between the parties, dated December 17, 2019 commencing on January 1, 2021 and continuing until December 30, 2021.


The Letter Agreement extends the terms and provisions contained in the original Agreement, a copy of which is enclosed herewith. Nothing in this Letter Agreement should be deemed to modify or change the terms and conditions of said Agreement.

Please sign where indicated to below to indicate your acknowledgment and acceptance of this Letter Agreement and kindly return a signed copy to my attention.

Very truly yours,


Robert McBride
President and CEO
McBride Consulting & Business Development Group

Agreed to and Accepted by
Standard Valuation Services

By: 
Matthew Smith, President

Date: 12-9-20

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Consulting & Business Development Group

■ 290 Broadhollow Road, Suite 130E, Melville, NY 11747 ■

www.mcbrideny.com
631-944-3227

April 14, 2021

Michael Ettinger
Senior Vice President, Corporate & Legal Affairs and Chief of Staff
Henry Schein
135 Duryea Road
Melville, New York 11747

Re: Extension of Consulting Agreement

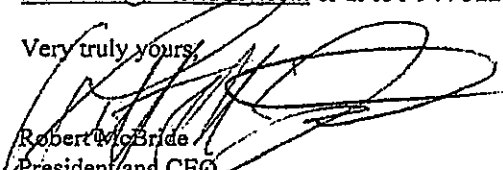
Dear Mr. Ettinger,

By this Letter Agreement Henry Schein Inc. ("Client") and MKBS Management Corp., d/b/a McBride Consulting and Business Development Group ("Consultant") hereby agree to extend term of the Lobbying and Consulting Services Agreement ("Agreement") between the parties, dated September 3, 2020. Renewal Contract commencing on April 29, 2021 and continuing until October 29, 2021.

The Letter Agreement extends the terms and provisions contained in the original Agreement. In conjunction with the Consulting Agreement, nothing in this Agreement Extension should deem to modify or change the terms or provisions of said Agreement.

Please sign where indicated below to denote your acknowledgement and acceptance of this Letter Agreement and kindly return a signed copy to my attention. If you have any questions or concerns regarding this agreement extension, please do not hesitate to contact me directly at r.mcbride@mcbrideny.com or at 631-944-3227.

Very truly yours,


Robert McBride
President and CEO
McBride Consulting and Business Development Group

Agreed to and Accepted by
Henry Schein Inc.

By: 

Date: 4-14-2021

Michael Ettinger
Senior Vice President, Corporate & Legal Affairs and Chief of Staff

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CONTRACT NUMBER: 20-107

CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is made this 1st day of January, 2021, by and between TRANSDEV SERVICES, INC., a Maryland corporation (the "Company"), and MKBS MANAGEMENT CORP. (a New York corporation) d/b/a McBRIDE CONSULTING & BUSINESS DEVELOPMENT GROUP, (the "Consultant"), collectively the ("Parties").

Explanatory Statement

Consultant is in the business of providing government relations services and the Company is retaining Consultant to provide such services. The Company desires to have the assistance of the Consultant, on a non-exclusive basis, in providing government relations services on its behalf, as more fully set forth in this Agreement, and as may be agreed to by the Parties from time to time. Consultant is willing to provide consulting services to the Company in connection with the Projects identified by the parties pursuant to this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. Explanatory Statement. The Explanatory Statement is incorporated herein to the extent not inconsistent with any other term or provision of this Agreement.

2. Scope of Engagement.

2.1 The Company hereby engages the Consultant to render to the Company, as an independent contractor, the government relations consulting services described and limited in the attached Attachment A and such other services as may be agreed to in writing by the parties from time to time (the "Services"). Consultant hereby accepts the engagement to provide the Services to the Company on the terms and conditions set forth herein. Consultant shall employ its best efforts on behalf of the Company and devote such amount of its time during the term of this Agreement as is necessary to provide competent assistance. Consultant shall be solely responsible for the method, manner and means of performance of the Services, subject to applicable laws and any and all applicable policies, procedures and requirements of the Company with respect to the Services performed.

2.2 The parties are not partners or joint venturers or in any other relationship other than as independent contractors to each other. The Consultant is not an employee of the Company for any purpose. Consultant has no authority to act as the agent of the Company or to bind the Company to any contract or commitment without the express written authorization specific to the task of the Chief Executive Officer of the Company.

2.3 This is a personal services contract. The Consultant shall render the Services only through the person of Robert McBride and such others employed by Consultant as are identified by the parties and approved by the Company in advance in writing. Accordingly, in the event of a breach of this

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Section 2.3 by Consultant, this Agreement shall, at the option of the Company, immediately terminate, without requirement of notice to Consultant.

2.4 Any work product created by the Consultant on behalf of the or for the benefit of the Company under the terms of this Agreement, unless otherwise agreed in writing by the Company, shall be the exclusive property of the Company.

3. Exclusivity.

3.1 The Consultant agrees during the term of this Agreement not to directly or indirectly provide to any competitor of the Company services similar to the Services to be provided by Consultant to the Company.

3.2 The Company does not grant exclusivity to the Consultant in respect to the Services and the Company shall be free to use the Services of other consultants without limitation. The foregoing notwithstanding, the use of any other consultant by the Company will not affect the obligation of the Company to pay any compensation earned by the Consultant for the Services the Consultant actually renders under this Agreement.

4. Term. The initial term of this Agreement shall be for One (1) year, commencing on the 1st day of January, 2021 and ending on December 31, 2021. Either party may terminate this Agreement for any reason or no reason at all immediately upon written notice to the other, except that in the event of a material breach by Consultant, then, in addition to any remedies available to the Company at law or in equity, this Agreement may be terminated immediately by the Company without notice to the Consultant.

5. Compensation.

5.1 In consideration for the Services to be performed by Consultant, the Company agrees to pay to the Consultant in the manner and at the rates set forth in Attachment A, as the same may be modified from time to time by written modifications entered into by the Parties and attached hereto. No other compensation of any kind, except for reasonable out of pocket expenses incurred by Consultant as provided in Section 5.3, shall be due or payable to Consultant. Consultant is not an employee of the Company within the meaning of applicable local, state and federal laws relating to unemployment compensation, worker compensation, social security employment, withholding taxes, labor relations and employment practices and any other statutes, regulations or rules of law affecting or controlling employer-employee relations, and none of the foregoing benefits are available to the Consultant. Consultant shall be solely responsible for the payment of any and all taxes and assessments that may be imposed on the earnings of the Consultant, and hereby indemnifies and holds the Company harmless with respect to any claims thereto.

5.2 Consultant shall not be entitled to a success fee of any kind or any other remuneration based upon a contingency or an award of any contract or business or achievement of any results on behalf of the Company.

5.3 The Company shall reimburse Consultant for all out-of-pocket expenses for travel and other direct charges reasonably incurred in Consultant's performance of the Services hereunder, upon presentation by Consultant of such reasonable documentation as may be required by the Company in connection therewith. Political contributions, other expenditures to influence an election and expenditures to benefit a candidate, public official, public employee or other public servant or an immediate family member of the foregoing are not reimbursable expenditures.

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5.4 Consultant agrees to make any travel arrangements through the Company's travel desk and all expenses shall be reimbursed in accordance with the Company's travel and expense policies.

6. Consultant's Business Activities; Ethics.

6.1 Consultant shall devote such time and attention to the business of the Company as requested by the Company and in any event no less than the amount necessary to competently perform the Services. With each invoice for payment, Consultant shall include a narrative report to the Company of all activities of the Consultant on behalf of the Company. The submission of said reports of activities shall be a condition precedent for the payment to be made by the Company to Consultant, as described in Attachment A.

6.2 The Consultant acknowledges and agrees that all compensation to be paid to Consultant shall be exclusively and entirely compensation for the Services as set forth in Attachment A. Consultant acknowledges and agrees that in no event is any compensation paid to him/her intended to be used, nor shall it be used, promised or paid to any governmental or quasi-governmental official or employee to influence any act or decision related to the duties of any such official or employee, or to encourage any such official or employee to use his or her influence in such a manner, or for any other purpose. The Consultant agrees to require any person or entity employed by or contracting with the Consultant in respect to the Services to acknowledge and agree to this restriction.

6.3 The Parties shall be independently responsible for all tax reporting, tax payments, withholdings, insurance and other payments, expenses and filing required to be made or paid by it. The Parties shall independently make all necessary or appropriate filings and procure all necessary or appropriate permits, licenses, releases, waivers and other authorizations with reference to its activities hereunder or related to or arising out of this Agreement.

6.4 The Parties acknowledge that they are subject to the Federal Election Campaign Act (FECA) which prohibits any foreign national, including U.S. subsidiaries of foreign companies under certain circumstances, from contributing, donating or spending funds in connection with any federal, state or local election in the United States, either directly or indirectly. It is also unlawful to help foreign nationals violate that ban or to solicit, receive or accept contributions or donations from them. Persons who knowingly and willfully engage in these activities may be subject to fines and/or imprisonment. The Consultant under no circumstances shall undertake any campaign funding or federal, state or local election activity on behalf of the Company without the prior written consent of the Chief Executive Officer of the Company and then only after receipt of an opinion of the Company General Counsel that the funding or other activity is in compliance with all federal, state and local laws.

6.5 The Consultant acknowledges and is familiar with the state lobbying law and hereby agrees to fully comply with that statutory scheme to the extent the Consultant's activities on behalf of the Company implicate such scheme's requirements. Further, when acting on behalf of the Company, the Consultant agrees to fully comply with all rules or other requirements of any other governmental entity relating to interactions with any government official or employee. The Consultant agrees to keep the Company's Legal Department apprised of its status pursuant to any lobbying law and to work with the Company's Legal Department to ensure that the Company meets any lobbying law-related obligations that it may have in relation to Consultant's activities.

6.6 The Consultant acknowledges and is familiar with the restrictions and prohibitions contained in state law on providing gifts or other things of value to or for the benefit of public officials, public

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employees or other public servants and hereby agrees that under no circumstance shall the Consultant take any actions while performing the Services which shall violate those restrictions and prohibitions. Further, when acting on behalf of the Company, the Consultant agrees to fully comply with the rules or other requirements of any other governmental entity relating to gifts or other things of value provided to or for the benefit of public officials, public employees or other public servants. To the extent a permissible expenditure is made by or on behalf of the Consultant that implicates any other law or regulation, Consultant agrees to comply with the requirements contained in such other applicable law or regulation.

6.7 The Parties further acknowledge that Consultant is subject to the provisions of the Federal Foreign Corrupt Practices Act (FCPA), and any amendments thereto, and hereby agrees to meet and comply with the standards of conduct required thereby. Consultant specifically understands and agrees that Consultant shall not make any offer, payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to give, or authorization of the giving of anything of value, to any foreign official, any foreign political party or official thereof or any candidate for political office, or any other person, that is contrary to the prohibitions set forth in the FCPA, including, without limitation, Articles 78dd-1(a) or 78dd-2(a) thereof ("Improper Payments"). Consultant hereby further represents and warrants that: (1) neither Consultant nor any person affiliated with its business is an official of a political party, or a candidate for political office, or a person who will offer all or a portion of the consideration received by it/him/her to any foreign official, foreign political party or official thereof, or to any candidate of political office; and (2) the consideration, or any portion thereof, paid by the Company to Consultant, pursuant to this Agreement or otherwise, constitutes (or will constitute) consideration only for property or services rendered and is not given, directly or indirectly, in order to influence any act or decision of an official in his/her official capacity or to induce such official to use his or her influence with a foreign government or instrumentality to affect or influence any act or decision of such government or instrumentality in order to assist in obtaining or retaining business. In the event that Consultant is found to have made any improper payment or otherwise violated the provisions of this Section 6.5, then in addition to other rights and remedies available hereunder and under applicable law, the Company shall have the right to recover from Consultant or withhold from compensation due Consultant under this Agreement or any agreement entered into pursuant hereto: (a) The amount or value of the improper payment; and (b) any fines, expenses or attorneys' fees incurred in connection with the improper payment or violation hereof. Consultant acknowledges and agrees that Consultant has been provided with copies of relevant sections of the Foreign Corrupt Practice Act (FCPA), has been advised by the Company to seek independent legal advice in connection with those provisions and has confirmed to its understanding of the manner in which the FCPA applies to its actions.

6.8 The Consultant further acknowledges and represents that it is aware of and at all times will comply with the provisions of the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions of December 17, 1997, which penalizes the bribery of public officials.

6.9 Consultant hereby agrees to indemnify, defend and hold harmless the Company from and against any and all claims, demands, causes of action, judgments, losses, penalties and assessments that may result from any violation of this Provision 6, or any other act or omission on the part of the Consultant under this Agreement, or Consultant's employees and/or agents in the performance of the Services.

7. Confidentiality.

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7.1 "Proprietary Information" for purposes of this Agreement is defined as all information and any idea whatever form, tangible or intangible, pertaining in any manner to the business of the Company, or any of its subsidiary or affiliated entities, or its employees, clients, consultants, or business associates, which was produced by any employee or consultant of the Company in the course of his or her employment or consulting relationship or otherwise produced or acquired by or on behalf of the Company. By example and without limiting the foregoing definition, Proprietary and Confidential Information shall include, but not be limited to: (1) formulas, research and development techniques, processes, trade secrets, computer programs, software, electronic codes, inventions, data, know-how, formats, test results, and research projects; (2) information about costs, profits, markets, sales, contracts and lists of customers; (3) business, marketing, and strategic plans; (4) forecasts, unpublished financial information, budgets, projections, and customer identities, characteristics and agreements; and (5) employee personnel files and compensation information. Confidential Information is to be broadly defined, and includes all information that has or could have commercial value or other utility in the business in which the Company is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of the Company. The Company agrees to mark any documents that are disclosed to Consultant and that contain Proprietary and/or Confidential Information with language identifying the documents as Proprietary and/or Confidential, and to make reasonable efforts to explain the proprietary and/or confidential nature of any such information disclosed to Consultant pursuant to this Agreement.

7.2 Consultant will not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in Consultant's assigned duties and for the benefit of the Company, any of the Company's Confidential Information, either during or for a period of five (5) years after the termination of this Agreement. Consultant acknowledges that the unauthorized disclosure of Confidential Information of the Company may be highly prejudicial to its interests, an invasion of privacy, and an improper disclosure of trade secrets and agrees to the appropriateness of injunctive relief, in addition to all other remedies at law, in the event of a breach or threatened breach of this covenant. Upon request and upon termination of this Agreement for any reason, Consultant will immediately deliver to the Company all copies of any and all materials and writings received from, created for, or belonging to the Company including, but not limited to, those which relate to or contain Confidential Information.

7.3 It is understood that the Consultant cannot undertake to verify all facts supplied to it by the Company or in materials supplied to Consultant by the Company. The Company agrees to indemnify and hold Consultant harmless from any and all third party claims for damages, including reasonable attorneys' fees, arising from any information provided by the Company to Consultant which the Company knows to be false or inaccurate at the time given.

8. Non-Solicitation. Notwithstanding any other provision of this Agreement, for a period of one (1) year after termination of this Agreement for any reason, neither party shall, directly or indirectly, solicit for employment or consultancy, or advise or recommend to any other person that such other person employ or solicit for employment or consultancy, any person employed or under contract (whether as a consultant, employee or otherwise) by or to the other party during the term of this Agreement and involved, directly or indirectly, in providing the Services, unless with the consent of the other party. Nothing herein shall be construed as limiting the right of either party to employ any employee or consultant of the other party who is not solicited, directly or indirectly, by that party and who first responds to any general advertisement or publication of an available position with that party.

9. Representations and Warranties. Consultant represents and warrants (i) that Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant's undertaking this relationship with the Company, (ii) that the performance of the Services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that Consultant will not use in the performance of his responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that Consultant has not entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

10. Miscellaneous.

10.1 This Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, successors, representatives, and permitted assigns of the parties, as the case may be; provided, however, the obligations hereunder of each party to the other are personal and may not be assigned without the express written consent of such other party.

10.2 This Agreement shall be interpreted according to the laws of the State of Illinois and any dispute between the parties shall be resolved exclusively either by arbitration, if the parties so agree, or before the courts of the State of Illinois.

10.3 Notice given by one party to the other hereunder shall be in writing and deemed to have been properly given or paid if deposited with the United States Postal Service, registered or certified mail, or via electronic mail, addressed to the party as follows:

To the Company at:

Jennifer A. Coyne
Executive Vice President and General Counsel
TRANSDEV SERVICES, INC.
720 E. Butterfield Road
Suite 300
Lombard, Illinois 60148

To the Consultant at:

Robert McBride
MKBS MANAGEMENT CORP. (a New York corporation)
d/b/a McBRIDE CONSULTING & BUSINESS DEVELOPMENT GROUP
215 Willis Avenue
Mineola, New York 11501
866-870-0071

10.4 This Agreement constitutes the entire agreement between the Company and the Consultant with respect to the subject matters of this Agreement. This Agreement may not be modified in any respect by any verbal statement, representation, or agreement made by any employee, officer, or representative of the Company, or by any written documents unless it is signed by an officer of the Company and by the Consultant.

10.5 Neither party shall assign any rights nor delegate any of its duties or obligations under this Agreement without the express written consent of the other party.

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10.6 If any term or provision of this Agreement is deemed invalid, contrary to, or prohibited under applicable laws or regulations of any jurisdiction, this Agreement (save only this sentence) shall be invalid.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the day and year first above written.

TRANSDEV SERVICES, INC.

By: Jennifer A. Coyne

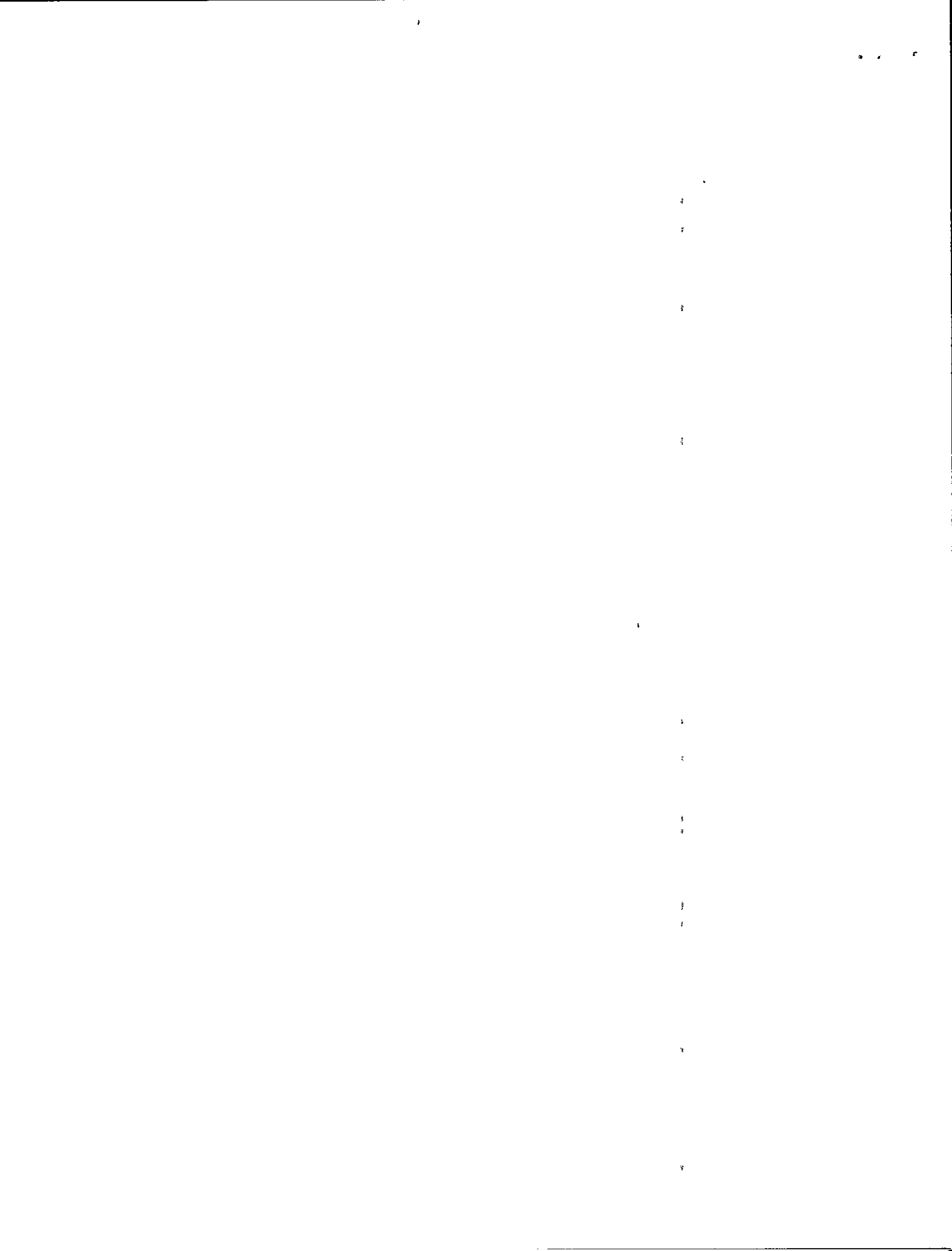
Jennifer A. Coyne

~~Executive~~ General Counsel and Chief Ethics and Compliance Officer

MKBS MANAGEMENT CORP.
d/b/a McBRIDE CONSULTING &
BUSINESS DEVELOPMENT GROUP

By: [Signature]

Robert McBride
President & CEO



ATTACHMENT A

1. Description of Services Rendered. Consultant shall provide strategic advice and counsel to Company in connection with Company's efforts to identify and develop business opportunities within the State of New York for Company's transportation infrastructure services. In addition, Consultant shall provide government relations and advocacy services to Company in connection with Company's business, including assisting Company in arranging meetings with federal, state and local government representatives and agencies. Consultant shall also assist Company in pursuing procurement opportunities that may arise during the course of this engagement, including assisting Company in positioning itself in front of key public and private sector decision makers. Consultant shall also keep Company advised of policy, legislative, and regulatory developments that may impact Company's business opportunities in the region.

2. Compensation. The Company will pay Consultant for its Services a fixed fee of Fifteen Thousand and No/100 (\$15,000.00) Dollars per month for consulting and lobbying services during the COVID-19 Pandemic. Once the threat of the Pandemic is over, and upon mutual agreement of the parties, the Company will increase the Monthly Fee to Fifteen Thousand and No/100 (\$15,000.00) Dollars for consulting services and Ten Thousand and No/100 (\$10,000.00) Dollars for lobbying services for a total of Twenty-five Thousand and No/100 (\$25,000.00) Dollars per month (the "Monthly Fee"). Upon approval by the Company, the Company will reimburse Consultant for all reasonable expenses (i.e. meals, travel, faxes and postage) incurred in providing the Services; travel expenses will be paid in accordance with section 5 of this Agreement. Payment of any installment of the foregoing Fee and expenses shall be made within thirty (30) days of submittal of a written invoice to the Company (such invoice to be submitted no more frequently than monthly) detailing the Services actually rendered and expenses incurred in the performance of the Services; which invoice must be approved by the Company's Legal Department prior to payment.

3. All invoices shall include the following:
 - a. A statement of work ("SOW"). This can be submitted with the information on the invoice itself or can be included as a supporting document. This SOW should include details of the work actually performed on the Company's behalf and the time spent on each task. For example, "Meeting with John Doe to discuss the RTA's role in the State's NEMT procurement and to keep abreast of the current state of their fixed route and paratransit service contracts - .5 hours."

 - b. All invoices shall include Consultant's contract number. The following number has been assigned to your contract and should appear on all invoices effective January 1, 2021: 20-107.

 - c. All invoices shall include Consultant's FEIN on the invoice.

 - d. All payments made to Consultant must be made through Paymode. [To enroll, go to the Paymode website: <http://portal.paymode.com/transdev> or call 877-443-6944. If you have not already done so, please sign up for Paymode as soon as possible.]

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Consulting & Business Development Group

■ 290 Broadhollow Road, Suite 130E, Melville, NY 11747 ■

www.mcbrideny.com
631-944-3227

April 27, 2021

Mr. Todd Farber
Principals
Total Transportation Corp
400 Stanley Ave, Brooklyn,
NY 11207

Re: Business Consulting Services Agreement Proposal

Dear Mr. Farber,

This Agreement is between Total Transportation Corp. ("Company") and MKBS Management, Corp. d/b/a McBride Consulting & Business Development Group ("Consultant") agree to engage in business consulting activities in the school bus transportation industry on its behalf before the administration and executive branches of government in Nassau County and the State of New York as it relates to any contract opportunities.

Scope of Services:

- Consultant will assist Company in identifying business growth opportunities, as well as developing and implementing comprehensive strategies to advance Company interests.
- Consultant will also identify and provide prompt notifications of issues that may impact Company, or their interests at the County of Nassau and the State of New York.

The term of this Agreement shall commence as of May 1, 2021 and continue until April 30, 2022. This term may be extended pursuant to the mutual written agreement of the parties. In consideration of such aforementioned business consulting services rendered or to be rendered, Company will pay to Consultant \$10,000 per month, due and payable upon the execution of this agreement, with the exception of the first fee, which is due upon the execution of this Agreement.

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▪ 290 Broadhollow Road, Suite 130E, Melville, NY 11747 ▪

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Business Consulting Services Agreement Proposal

April 27, 2021
Page Two

Company agrees to pay all required lobbying registration fees in the respective jurisdictions where lobbying is performed.

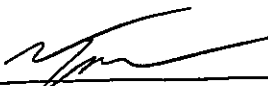
This Agreement shall at all times be governed, construed and interpreted in accordance with the laws of the State of New York and in the event of any disagreement between the Parties, it shall be subject to mandatory adjudication before the American Arbitration Association whose determination shall be conclusive. Such determination may be enforced in any Court in New York State. The prevailing Party shall be awarded all reasonable costs of such adjudication and litigation if necessary.

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

We make no 100% guarantees, but what we will guarantee is the commitment and time, energy, and resources our firm will put into achieving the success you want.

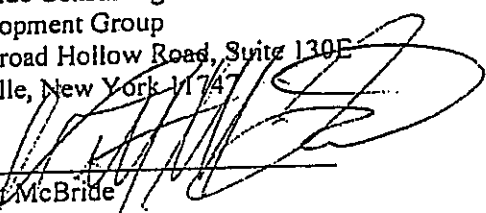
Thank you for allowing MCBDG the opportunity to present to you this agreement. If you find this contract acceptable, please kindly sign two (2) copies and return one (1) to our office, along with an initial retainer fee.

Total Transportation Corp
400 Stanley Ave, Brooklyn,
NY 11207

By: 
Todd Farber
Principal

Date: 4/27/21

McBride Consulting & Business
Development Group
290 Broad Hollow Road, Suite 130E
Melville, New York 11747

By: 
Robert McBride
President and CEO

Date: 4-27-21

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April 28, 2021

Mr. Nick Paulicelli
Executive Vice President
Premier Mechanical Services Inc.
1493 Church St, Holbrook, NY 11741

Re: Lobbying & Business Consulting Services Agreement

Dear Mr. Paulicelli,

This Agreement is between Premier Mechanical Services Inc. ("Company") and MKBS Management, Corp. d/b/a McBride Consulting & Business Development Group ("Consultant") agree to engage in lobbying activity as well as business development consulting in the for-profit mechanical contracting and HVAC business on its behalf before the administration and executive branches of government in the State of New York and its municipal subdivisions.

Scope of Services:

- Consultant will assist client Company as it relates to identified and yet-to-be identified contract procurement opportunities at the respective jurisdictions.
- Consultant will assist Company in identifying business growth opportunities, as well as developing and implementing comprehensive strategies to advance Company interests.
- Consultant will also identify and provide prompt notifications of issues that may impact Company, or their interests at the state and local level in the respective markets.

The term of this Agreement shall commence as of May 1, 2021 and continue until April 30, 2022. This term may be extended pursuant to the mutual written agreement of the parties. In consideration of such aforementioned lobbying and consulting services rendered or to be rendered, Company will pay to Consultant \$5,000 per month, due and payable upon the execution of this agreement, with the exception of the first fee, which is due upon the execution of this Agreement.

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Lobbying and Business Consulting Services Agreement

April 28, 2021

Page Two

Company agrees to pay all required lobbying registration fees in the respective jurisdictions where lobbying is performed. Company and Consultant shall each have the unilateral right to terminate this Agreement, for any reason whatsoever, upon sixty (60) days written notice to the other party.

This Agreement shall at all times be governed, construed and interpreted in accordance with the laws of the State of New York and in the event of any disagreement between the Parties, it shall be subject to mandatory adjudication before the American Arbitration Association whose determination shall be conclusive. Such determination may be enforced in any Court in New York State. The prevailing Party shall be awarded all reasonable costs of such adjudication and litigation if necessary.

Company and Consultant each acknowledge some of the services to be furnished hereunder may compromise lobbying activity under state and local law, including the NYS Lobbying Act and State Finance Law. As such, Company hereby expressly authorizes Consultant to engage in lobby activity on its behalf during the effective term of this Agreement. Company and Consultant further acknowledge that Client will be required to make periodic lobby disclosure filings detailing the lobby activity undertaken. The Company will be responsible for filing forms accordingly with the State of New York where lobbying is to take place. Links to these forms are provided below for your convenience.

New York State: <https://jcope.ny.gov/2019-filing-information-and-requirements>

Nassau County: <https://www.nassaucountynv.gov/5161/Lobbyist-Disclosure-Forms-and-Filing-Ins>

Suffolk County: <https://www.scnylegislature.us/677/Lobbyist-Information>

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

We make no 100% guarantees, but what we will guarantee is the commitment and time, energy, and resources our firm will put into achieving the success you want.

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Lobbying and Business Consulting Services Agreement

April 28, 2021

Page Three

Thank you for allowing MCBDG the opportunity to present to you this proposal. If you find this contract acceptable, please kindly sign two (2) copies and return one (1) to our office, along with an initial retainer fee.

Premier Machinal Services Inc.
1493 Church St, Holbrook, NY 11741

By: 

Mr. Nick Paulicelli
Executive Vice President

Date: 4/28/21

McBride Consulting & Business
Development Group
290 Broad Hollow Road, Suite 130E
Melville, New York 11747

By: 

Robert McBride
President and CEO

Date: 4-28-21

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631-944-3227

April 27, 2021

Mrs. Janine Cashel
Mrs. Lorraine Warren
Principals
Clear River Environmental, Inc
847 11th Street
Ronkonkoma, NY 11779

Re: MWBE & Business Consulting Services Agreement Proposal

Dear Mrs. Cashel and Mrs. Warren,

This Agreement is between Clear River Environmental, Inc. ("Company") and MKBS Management, Corp. d/b/a McBride Consulting & Business Development Group ("Consultant") agree to engage MWBE and business consulting activities in the for-profit cesspool and septic tank service industry on its behalf before the administration and executive branches of government in the State of New York and their political subdivisions:

Scope of Services:

- Consultant will work with Company to perform due diligence on identified, and yet-to-be identified MWBE procurement opportunities in New York State and their political subdivisions, including the Women's Business Enterprise National Council (WEBNC).
- Consultant will assist Company in identifying business growth opportunities, as well as developing and implementing comprehensive strategies to advance Company interests.
- Consultant will also identify and provide prompt notifications of issues that may impact Company, or their interests at the state and local level in the respective markets.

The term of this Agreement shall commence as of May 1, 2021 and continue until April 30, 2022. This term may be extended pursuant to the mutual written agreement of the parties. In consideration of such aforementioned MWBE and business consulting services rendered or to be rendered, Company will pay to Consultant \$7,500 per month, due and payable upon the execution of this agreement, with the exception of the first fee, which is due upon the execution of this Agreement.

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■ 290 Broadhollow Road, Suite 130E, Melville, NY 11747 ■

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MWBE & Business Consulting Services Agreement Proposal

April 27, 2021

Page Two

This Agreement shall at all times be governed, construed and interpreted in accordance with the laws of the State of New York and in the event of any disagreement between the Parties, it shall be subject to mandatory adjudication before the American Arbitration Association whose determination shall be conclusive. Such determination may be enforced in any Court in New York State. The prevailing Party shall be awarded all reasonable costs of such adjudication and litigation if necessary.

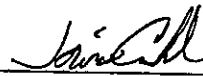
All information which the Consultant presently has, or which may come into Consultant's possession during the engagement relative to the business activities of Company or its clients which is of secret or confidential nature is and shall remain the property of Company. Consultant shall not, during the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

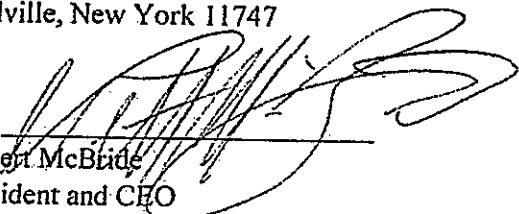
We make no 100% guarantees, but what we will guarantee is the commitment and time, energy, and resources our firm will put into achieving the success you want.


Thank you for allowing MCBDG the opportunity to present to you this agreement. If you find this contract acceptable, please kindly sign two (2) copies and return one (1) to our office, along with an initial retainer fee.

Clear River Environmental, Inc
847 11th Street
Ronkonkoma, NY 11779

McBride Consulting & Business
Development Group
290 Broad Hollow Road, Suite 130E
Melville, New York 11747

By: 
Janine Cashel
Principal

By: 
Robert McBride
President and CEO

By: 
Lorraine Warren
Principal

Date: 5-1-21

Date: 4-27-21

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May 19, 2021

Colleen Calhoun,
Vice President, XL Grid
XL Fleet
145 Newton Street
Brighton Massachusetts, 02135

Re: Lobbying & Business Consulting Services Agreement

Dear Ms. Calhoun,

This Agreement is between XL Fleet ("Company") and MKBS Management, Corp. d/b/a McBride Consulting and Business Development Group ("Consultant") to engage in lobbying activity as well as business development consulting before top prospects for the Company's solutions as described below, as well as on its behalf before the administration and executive branches of government in the State of New York and its municipal subdivisions, more specifically Electric Bus, private and public opportunities for parking, strategic partnerships, and government relations.

Scope of Services:

- Consultant will assist Company as it relates to identified top prospects and yet-to-be identified contract procurement opportunities in the electric bus, electric charging hub and charging stations space at the respective jurisdictions, and for-profit private fleet operations et al.
- Consultant will collaborate with Company as it relates to the identification of potential strategic partnerships and revenue creating contract opportunities based on Company's projects, including but not limited to; police, school bus, municipal, vehicles, municipal properties, and identification of additional locations to provide electric charging and storage of vehicles etc.
- Consultant will assist Company in identifying business growth opportunities, as well as developing and implementing comprehensive strategies to advance Company interests.
- Consultant will also identify and provide prompt notifications of issues that may impact Company, or their interests at the state and local level in the respective markets.
- Consultant understands the urgency to bring all mentioned areas of growth to the forefront as expeditiously as possible.

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631-944-3227

Lobbying and Business Consulting Services Agreement
May 19, 2021
Page Two

Initial Timelines for Outreach and Discovery:

Week 1-2:

- Understand vision and current state of project, including value proposition and key success factors.
- Identify top prospects for outreach and conduct initial outreach.
- Provide validated assumptions for contract pricing and term.

Weeks 2-4:

- Engage in customer discovery conversations with top prospects.
- Assess goals and objectives, collaborate with XL Fleet team to design relevant solution.
- Engage in the preparation and presentation of solution to top prospects.

Week 4 and Onward:

- Assess learnings from initial engagement and formulate strategic plan for additional Scope of Services as needed.

Term:

The term of this Agreement shall commence as of May 19, 2021 and continue until May 18, 2022. This term may be extended pursuant to the mutual written agreement of the parties. In consideration of such aforementioned lobbying and consulting services rendered or to be rendered, Company will pay to Consultant \$20,000 per month, for which Consultant will issue invoices every 30 days from the effective date (May 19, 2021) of this agreement. The initial fee is due upon the execution of this agreement.

Termination Clause & Arbitration:

Consultant and Company shall each have the unilateral right to terminate this agreement for any reason whatsoever upon thirty (30) days written to notice to the other party.

This Agreement shall at all times be governed, construed and interpreted in accordance with the laws of the State of New York and in the event of any disagreement between the Parties, it shall be subject to mandatory adjudication before the American Arbitration Association whose determination shall be conclusive. Such determination may be enforced in any Court in New York State. The prevailing Party shall be awarded all reasonable costs of such adjudication and litigation if necessary.

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Lobbying and Business Consulting Services Agreement
May 19, 2021
Page Three

Company agrees to pay all required lobbying registration fees in the respective jurisdictions where lobbying is performed. Company and Consultant each acknowledge some of the services to be furnished hereunder may compromise lobbying activity under state and local law, including the NYS Lobbying Act and State Finance Law. As such, Company hereby expressly authorizes Consultant to engage in lobby activity on its behalf during the effective term of this Agreement. Company and Consultant further acknowledge that Client will be required to make periodic lobby disclosure filings detailing the lobby activity undertaken. The Company will be responsible for filing forms accordingly with the State of New York where lobbying is to take place. Links to these forms are provided below for your convenience.

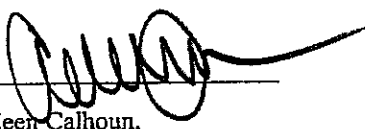
New York State: <https://jcope.ny.gov/2019-filing-information-and-requirements>
Nassau County: <https://www.nassaucountyny.gov/5161/Lobbyist-Disclosure-Forms-and-Filing-Ins>
Suffolk County: <https://www.scnylegislature.us/677/Lobbyist-Information>

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

We make no 100% guarantees, but what we will guarantee is the commitment and time, energy, and resources our firm will put into achieving the success you want.

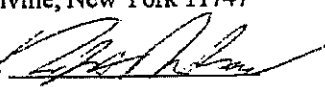
Thank you for allowing MCBDG the opportunity to present to you this agreement proposal. If you find this contract acceptable, please kindly sign two (2) copies and return one (1) to our office, along with an initial retainer fee.

XL Fleet.
145 Newton Street
Brighton Massachusetts, 02135

By: 
Colleen Calhoun,
Vice President, XL Grid

Date: 5/19/2021

McBride Consulting & Business
Development Group
290 Broad Hollow Road, Suite 130E
Melville, New York 11747

By: 
Robert McBride
President and CEO

Date: 5-19-21

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