

**DELBELLO DONNELLAN WEINGARTEN
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September 5, 2023

By Email

Mr. Michael Mitnick
AMS Development LLC
595 Madison Avenue, Suite 1101
New York, New York 10022

Re: **Lobbying Engagement Agreement for AMS Development LLC**

Dear Mr. Mitnick:

You have requested that the firm of DelBello Donnellan Weingarten Wise & Wiederkehr, LLP ("DDWWW") represent AMS Development LLC ("AMS") in connection with State and Local lobbying issues in the State of New York (the "Services") commencing October 1, 2023. The purpose of this letter is to state the terms and conditions of our agreement.

This will confirm that DDWWW has been retained to represent, advise and counsel AMS in connection with the Services. DDWWW shall monitor, track and advise regarding the Services, review subject background and pertinent materials, advise AMS with respect to strategies, schedule and participate in meetings with AMS and the AMS team and/or appropriate government officials upon reasonable notice and review and comment upon draft submission materials produced by AMS. Such Services include "lobbying activity" as defined under New York State Law.

AMS agrees to pay DDWWW as compensation for the above-described Services as follows:

- a) The sum of \$5,000.00 per month for a period of three (3) months commencing October 1, 2023 through December 31, 2023 unless extended by both parties;
- b) AMS will reimburse DDWWW for certain costs and expenses, including but not limited to, travel expenses, long distance telephone charges, photocopying, support staff overtime (when necessitated by the demands of the matter), computer assisted research, overnight express services, messenger services, and postage.

DDWWW will bill AMS on a monthly basis for Services performed and costs incurred. Payment is due not later than thirty (30) days following the invoice date. Past due amounts will be shown on the invoice and the firm reserves the right to charge interest on any delinquent amount at the rate of 10% per annum compounded monthly. DDWWW will not incur any cost(s) greater than \$1,000.00 without AMS's consent.

It is understood that this engagement letter in no way guarantees any specific government action or result. As the Services are deemed to include "lobbying activity" as defined under New York State law, a copy of this retainer will be filed with the New York State Commission on Ethics and Lobbying in Government. It is understood that AMS, as client, will have reporting obligations as provided by New York State law.

AMS shall have, at all times, the right to terminate DDWWW upon written notice to that effect. DDWWW shall have the right to terminate Services to AMS upon written notice to that effect in the event that it failed to cooperate with the Firm in any reasonable request, failed timely to pay any fees or disbursements due to DDWWW in connection with this agreement, or if DDWWW is required to withdraw because of ethical or legal considerations as it determines in its sole discretion.

If the foregoing terms and conditions accurately summarize and confirm your understanding of our agreement, please indicate your approval and acceptance by signing, dating and returning a copy of this letter by facsimile or e-mail. This agreement will not become effective and we will have no obligation to provide Services until you sign and return a copy of this letter.

We look forward to working with you.

Very truly yours,



Mark P. Weingarten

MPW/mw

APPROVED AND ACCEPTED BY:

AMS DEVELOPMENT LLC

By: MM
Name:

DATED: September 5, 2023