FIRST AMENDMENT TO
CONSULTING AGREEMENT

This Amendment ("Amendment") is entered into the 1st day of December, 2024 by and between New Yorkers for Affordable Energy Coalition ("Client") and Syndicate Strategies LLC ("Syndicate").

WHEREAS, pursuant to that certain Consulting Agreement effective December 15, 2023 (hereinafter, the "Agreement") by and between Syndicate and Client, Syndicate agreed to perform, lobbying, media relations consulting services, and association management services for Client from December 15, 2023, to November 30, 2024.

WHEREAS, thereafter the parties conducted business under the Agreement without interruption;

WHEREAS, the parties now wish to extend the Agreement and amend certain provisions of the Agreement as more fully defined below;

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Section 2 entitled "Term of Agreement", the Agreement is hereby amended and superseded by the following language:

> 2. TERM OF AGREEMENT. The term of this Agreement shall begin on December 1, 2024, and shall continue until November 30, 2025. Termination may occur at any time, at the discretion of either Client or Syndicate, upon thirty (30) days written notice to the other.

2. Section 3 entitled "Compensation" is hereby amended and superseded by the following language:

> 3. COMPENSATION. Syndicate shall receive a monthly consulting fee of eight thousand seven hundred and fifty dollars ($8,750.00) per month in exchange for Syndicate's provision of the Services to Client as outlined in Section 1 above. Payment shall be due to Syndicate from Client upon Client's receipt of an applicable invoice. Payment terms are net-30 and will be invoiced monthly to Client. Syndicate will receive ten percent (10%) of revenue generated from new membership dollars upon receipt of payment, whether paid monthly or lump-sum. Such compensation shall be invoiced monthly

and will expire upon expiration of this contract. Syndicate will receive a ten percent (10%) incentive on other outside revenue generated from outside events including, events or conferences. Such compensation shall be invoiced monthly and will expire upon expiration of this contract. Syndicate will also receive a fifteen percent (15%) commission on any placement of paid media purchases. Such compensation shall be invoiced monthly. The compensation bonuses earnable by Syndicate are in no way tied or related to any lobbying efforts Syndicate may perform on behalf of Client.

3. The Scope of Work contained in Exhibit A to the Original Agreement remain in effect for the extended contract term.

4. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Except as modified by this Amendment, all other terms and conditions of the Agreement and Amendment shall remain in full force and effect.

6. To the extent that there is any conflict between the terms and provisions of this Amendment the terms and provisions of the Agreement, the terms and provisions of this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have made and entered into this Amendment as of the Amendment Effective Date.

NEW YORKERS FOR AFFORDABLE ENERGY

By: Nicholas Stalnecker

Name: Nicholas Stalnecker

Title: President of Steering Committee

Date: 11/21/24

SYNDICATE STRATEGIES, LLC

By: Matt Nelligan

Name: Matt Nelligan

Title: CEO & Partner

Date: 11-20-24

NEW YORKERS FOR AFFORDABLE ENERGY
CONSULTING AGREEMENT

AGREEMENT between **Syndicate Strategies LLC** ("Syndicate"), with offices at 29 British American Boulevard, Latham, New York 12110 and **New Yorkers for Affordable Energy Coalition** ("Client").

W I T N E S E T H:

WHEREAS, Client desires to avail itself of the expertise and consulting services of Syndicate and Syndicate desires to make expertise and consulting services available to Client upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the agreements herein contained, the parties agree as follows:

1. CONSULTING SERVICES. Syndicate hereby agrees to perform lobbying, media relations consulting services, and association management services during the term of this Agreement as more fully described in **Exhibit A** attached hereto. The services referenced in Exhibit A shall be referred to herein as the "Services".

2. TERM OF AGREEMENT. The term of this Agreement shall begin on December 15, 2023, and shall continue until November 30, 2024. Termination may occur at any time, at the discretion of either Client or Syndicate, upon thirty (30) days written notice to the other.

3. COMPENSATION. Syndicate shall receive a monthly consulting fee of seven thousand five hundred dollars ($7,500.00) per month in exchange for Syndicate's provision of the Services to Client as outlined in Section 1 above. Payment shall be due to Syndicate from Client upon Client's receipt of an applicable invoice. Payment terms are net-30 and will be invoiced monthly to Client. Syndicate will receive ten percent (10%) of revenue generated from new membership dollars upon receipt of payment, whether paid monthly or lump-sum, excluding any returning members who made payment in 2022 or 2023. Such compensation shall be invoiced monthly and will expire upon expiration of this contract. Syndicate will also receive a fifteen percent (15%) commission on any placement of paid media purchases. Such compensation shall be invoiced monthly. The compensation bonus earnable by Syndicate is in no way tied or related to any lobbying efforts Syndicate may perform on behalf of Client.

4. EXPENSES. Syndicate shall obtain prior written approval (email is acceptable) from Client prior to incurring any expenses for travel. Travel within 100 miles of Albany, NY is not reimbursable. Syndicate shall obtain prior written approval (email is acceptable) from Client prior to incurring any expenses related to production of media; including but not limited to television advertisement production, graphic design, and voice-over work. Client shall reimburse Syndicate for such expenses within thirty (30) days of Syndicate providing to Client

a receipt for the expenses incurred along with a description of the incurred expense and any other information reasonably requested by Client regarding such expenses. Syndicate agrees to obtain prior approval from NYAE's Steering Committee for any extraordinary expenses.

5. CONFIDENTIALITY.

(a) Except as may be permitted by this Section 5, Syndicate agrees that Syndicate will not, directly or indirectly, at any time during the term of this Agreement or thereafter, and without regard to when or for what reason this Agreement shall terminate, divulge, furnish, make accessible, or permit the disclosure to anyone (other than Client or other persons employed or designated by Client) any knowledge or information of any type whatsoever acquired by Syndicate in the course of the consultancy, including (but not limited to) knowledge or information relating to the Clients business, activities, clients vendors, contractors, employees, or partners, including business and activities relating to the Services rendered under this Agreement, whether disclosed orally or visually to Syndicate and whether stored on any tangible medium or memorialized by Syndicate ("Confidential Information").

(b) The term Confidential Information includes (i) all originals, recorded and unrecorded copies of such Confidential Information, as well as information derived therefrom and portions thereof and (ii) all written or audio materials obtained, generated, produced or otherwise acquired during the course of the consultancy, including any notes, charts, lists, computer files, electronic mail messages, phone logs or other memoranda, whether handwritten, typed, or otherwise created. Information shall be Confidential Information even if no legal protection has been obtained or sought for such information under applicable laws and whether or not Syndicate has been notified that such information is Confidential Information.

(c) The term Confidential Information does not include any information which: (i) at the time of disclosure to Syndicate was or thereafter became publicly available or a matter of public knowledge, without a breach of this Agreement by Syndicate; (ii) was given to Syndicate by a third party who is not obliged to maintain confidentiality; (iii) has been independently acquired or developed by Syndicate; (iv) was in the possession of or known by Syndicate prior to this Agreement; or (v) was disclosed to Syndicate pursuant to a requirement of law, or in response to a court order, subpoena, or action of governmental authority.

(d) Syndicate shall not be liable for disclosure of Confidential Information if such disclosure is pursuant to judicial action or other lawfully compelled disclosure, provided that the Syndicate notifies Client in writing of the need for such disclosure within five (5) days after such need becomes known and gives Client a reasonable opportunity to contest such disclosure.

(e) Syndicate shall be permitted to disclose Confidential Information to employees, counsel, and other professional advisors of Syndicate to the extent

necessary for Syndicate to meet its obligations under this Agreement. Syndicate may display and republish advertisements that have been produced and distributed pursuant to this Agreement in its own marketing materials, provided that such display or republication otherwise complies with Syndicate's obligations under this section.

(f) Upon termination of this Agreement for whatever reason, Syndicate shall return all Confidential Information to Client, regardless of the form in which it appears or is stored (including information stored on tapes, computer discs, compact discs or other media).

(g) The obligations set forth in this Section 5 shall survive indefinitely the termination of this Agreement.

6. INDEPENDENT CONTRACTOR. Syndicate shall perform consulting services pursuant to this Agreement as an independent contractor with respect to Client, and nothing in this Agreement shall create, or be deemed to create, any relationship of employer and employee or of master and servant between Client and Syndicate. As an independent contractor, Syndicate is responsible for payment of all applicable obligations to state and/or federal governmental agencies, including, but not limited to, income tax, unemployment tax, business registration fees, etc. Client and Syndicate agree that Syndicate may provide independent consulting services to other individuals or entities.

7. INDEMNIFICATION.

(a) Client agrees to indemnify and hold harmless Syndicate for Client's breach of any of the obligations, representations, warranties or covenants set forth in this Agreement.

(b) If Syndicate is a party to litigation, an audit, a document request, a subpoena, an investigation, an inquiry, an administrative proceeding, or any other legal proceeding, which is related to any work performed under this Agreement or related to Client or its clients, Syndicate must provide Client with prompt notice and copies of all related documents. Client shall pay for the response or defense of such action, and Syndicate shall cooperate with Client in responding, defending, or settling such proceedings.

(c) The obligations set forth in this Section 7 shall survive indefinitely the termination of this Agreement.

8. ASSIGNMENT. Neither this Agreement nor any right or obligation arising hereunder may be assigned or delegated in whole or in part by either Party, whether expressly or by operation of law, without the prior written consent of the other Party. Any assignment or delegation of this Agreement and/or its rights, benefits and obligations that is attempted without any consent required hereunder shall be of no force or effect and shall constitute a material breach of this Agreement. This Agreement will be binding on and inure to the benefit of the successors and permitted assigns of the Parties.

9. GOVERNING LAW; CAPTIONS. This Agreement contains the entire agreement between the parties and shall be governed by the laws of New York. It may not be changed orally, but only by agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. Section headings are for convenience of reference only and shall not be considered a part of this Agreement.

In the event that any of the provisions in this Agreement are held to be unenforceable such provisions will be narrowed (or deleted if necessary) to the minimum extent necessary to make them enforceable. In the event that dispute arises between the parties hereto, the parties consent to the exclusive jurisdiction of the Supreme Court of the State of New York located in Buffalo, New York.

10. ARBITRATION. Any dispute arising out of this Agreement shall be submitted to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration shall take place in Albany, New York before one arbitrator. The arbitrator shall award to the prevailing party the costs of the arbitration, including compensation for the arbitrator and attorneys' fees, to the prevailing party. The decision of the arbitrator shall be final and binding and may be entered as a judgment in any court having jurisdiction

11. PRIOR AGREEMENTS. This Agreement supersedes and terminates all prior agreements between the parties relating to the subject matter herein addressed

12. CONTACT PERSONS. (a) Client designates the NYAE Steering Committee ("Client Contact"), as Syndicate's primary contact for all reports, notices, and inquiries, with the duly elected President of the Steering Committee of NYAE and the executive director appointed by the NYAE Steering Committee as the designated as signatory on all client documents. The duly elected Treasurer of NYAE will be the primary contact for all invoices and related financial materials.

13. PROHIBITION AGAINST SUBCONTRACTING. Contractor shall not subcontract out any of the work to be performed by it under this Contract without the prior written consent of NYAE.

14. NON-EXCLUSIVE AGREEMENT. Client affirms that nothing in this Agreement shall limit or restrict Client from working for, or with, any other person or entity during the term of this Agreement. This Agreement confers no exclusive rights upon Syndicate, is not a guarantee or promise by Client that it will provide any amount of work to Syndicate and Client reserves the right to use any other partes to perform Services, or portions of Services, similar to those to be performed by Syndicate pursuant to the terms of this Agreement.

15. NOTICES. All notices and other communications under this Contract shall be deemed effectively made or given if written and delivered personally or by mail or electronic-

mail to the appropriate party at the addresses specified below or at such other addresses as may be designated in writing from time to time.

a. With respect to Syndicate:

Matt Nelligan
Syndicate Strategies LLC
29 British American Boulevard
Latham, New York 12110

b. With respect to Client:

Daniel Ortega
dortega@elec825.org

16. WARRANTY OF AUTHTORITY. Syndicate warrants that it is authorized to do business in the jurisdictions for which authorization is necessary to perform the services. Syndicate further warrants that it is not subject to any non-competition agreement that would be applicable to this Agreement and the Services.

17. COMPLIANCE WITH LAWS. Syndicate covenants and agrees that it and any of its subcontractors are bound by and will observe and perform all duties required under the Social Security Act, the United States Fair Labor Standards Act, the Immigration Reform and Control Act, the provisions of 29 C.F.R. Part 471 (if applicable), OSHA and all other applicable local, state, and federal laws, ordinances, and regulations. It is Syndicate's responsibility to familiarize itself and comply with all such laws and regulations.

18. IRS EMPLOYER ID NUMBER. Throughout the term of this Agreement, Syndicate shall provide proof to Client that it has a valid Employer ID number issued by the IRS. Syndicate shall be responsible for all fees, if any, in connection therewith, and shall fulfill and maintain all requirements for such a number.

19. MISCELLANEOUS.

(a) Syndicate will file with the New York State Commission on Ethics and Lobbying in Government listing NYAE as a contractual and beneficial client.

(b) NYAE expressly authorizes Syndicate to subcontract lobbying services to Carlucci Consulting LLC for the duration of this Agreement.

(c) Any contracts executed by Syndicate with subcontractors are subject to review and approval by NYAE.

(d) Syndicate and Carlucci LLC shall file with the New York State Commission on Ethics and Lobbying in Government under the applicable regulation and guidance of New York State.

WHEREAS, Syndicate and Client agree by their duly authorized representative as of the day and year below.

SYNDICATE STRATEGIES LLC

By: Matt Nelligan

Print: Matt Nelligan

Title: CEO & Partner

Date: 12.12.23

NEW YORKERS FOR AFFORDABLE ENERGY

By: Nicholas Stalnecker

Print: Nicholas Stalnecker

Title: President of Steering Committee

Date: 12/13/2023

Exhibit A

Cutting Edge Tactics, Unique Campaigns and Long Term Vision

Syndicate Strategies LLC
29 British American Blvd., Latham, NY 12110
www.nysyndicate.com
Cell **518-522-9060**
nelligan@nysyndicate.com

SCOPE OF WORK FOR NEW YORKERS FOR AFFORDABLE ENERGY

Syndicate Strategies in partnership with Carlucci LLC ("Carlucci"), has made a successful proposal to New Yorkers for Affordable Energy ("NYAE") for the following services:

- ***Communications Consulting and crafting of key messaging***
- ***Association Management and Membership Recruitment***
- ***Lobbying***

Syndicate Strategies will be responsible for the Communications and Association Management Functions of NYAE. Syndicate Strategies will subcontract with Carlucci for all lobbying and legislative efforts of NYAE with the State Legislature. and Membership Recruitment and Retention shall be a shared responsibility.

Syndicate Strategies Scope of Work

- **Build and execute a comprehensive media outreach plan and strategy for the next twelve (12) months aimed at putting NYAE at the forefront of the debate and discussion regarding energy and climate policy in New York State. This will include earned media as well as paid media campaigns and recommendations, as well as individual, group and opinion leader, outreach strategies.**
- **Track Legislation and Budget Language that may be of concern to NYAE**
- **Build and execute a strategic membership campaign, design new outreach materials and messaging, plan outreach events.**
- **Create a Strategic Earned and Paid Media Campaign**
- **Write press releases, statement, talking points, Op-ed pieces and other earned media collateral for the client**
- **Maintain a website and social media presence**

- **Develop and produce advertising, driving digital advocacy and fundraising campaigns**
- **Maintain consistent communications with the Executive Director and the board as well as the existing coalition members.**
- **Maintain records and ensure compliance with existing laws and regulations.**
- **Build a database of potential members and leads and pursue those leads in collaboration with Carlucci Consulting LLC**
- **Construct a new "associate membership level" and sell that membership in order to grow and importantly diversify the coalition.**
- **Set up and execute remote or in-person meetings to drive new membership.**