

C&V

Constantinople & Vallone Consulting LLC

The Woolworth Building, 233 Broadway, Suite 830, New York, NY 10279

Phone: (212) 393-6500 Fax: (212) 393-6501

May 1, 2019

Ms. Josephine Pace
President and CEO
Alfa Green Solutions Inc.
41 East 11th Street
New York, NY 10003

Dear Josephine Pace,

This agreement will serve to confirm the understanding between Constantinople & Vallone Consulting LLC (C&V) and Alfa Green Solutions Inc. (ALFA Green) concerning the appointment of C&V by ALFA Green as their non-exclusive consultant under the terms and conditions set forth herein:

1. During the term of this Agreement, C&V shall assist ALFA Green in the areas of government relations, business development and public relations. Lobbying activity will not commence under this agreement until the client has provided the consultant with a separate authorization to lobby on a form provided by the consultant. This Agreement shall include the consulting services of Anthony J. Constantinople, Jr., Peter F. Vallone, Sr., Perry Vallone, Anthony J. Constantinople III, R. Kevin Jones, Jacob Potent, Steve Williams, Lauren George, Carol Swift, Andrea Reres, Scott Karolidis, Farley Pierre-Louis, Mariana Espinoza and Jordan Press.
2. The term of this Agreement shall be 12 months, commencing on May 1, 2019 and terminating on April 30, 2020 and shall be renewed unless terminated by either party upon 30 days written notice. Notwithstanding the foregoing, either party may terminate this Agreement at any time after November 1, 2019 upon 30 days written notice. In the event this Agreement has not been terminated in accordance with the terms of this paragraph prior to April 30, 2020 this Agreement shall be renewed month to month until terminated by either party upon 30 days written notice.
3. As compensation for C&V's services hereunder, ALFA Green will pay C&V a retainer of a total of \$7,000 on the 1st of each month in advance for the term of this Agreement.
4. C&V shall be reimbursed for all reasonable expenses incurred by it in connection with its efforts hereunder, not to exceed \$200 in any one month. The exception

would be for extraordinary expenses (more than \$200 in a single occasion).
Extraordinary expense must be approved in writing in advance by ALFA Green..

5. C&V is neither an employee nor an agent of ALFA Green and neither C&V nor ALFA Green shall make any representation indicating otherwise. C&V is an independent contractor that shall, except as provided for herein, be responsible for its own expenses and overhead, and satisfy its own tax obligations.
6. In performing their respective obligations under this Agreement, neither party shall engage in any unlawful or disreputable business practices and neither party shall offer any unlawful benefit, fee, gift or other consideration of any kind to any representative of a customer or potential customer.
7. Each party agrees to indemnify the other for all loss, cost and expense resulting from a breach of any promise or undertaking contained herein.
8. This Agreement constitutes the entire understanding between C&V and ALFA Green and supersedes all prior agreements and understandings, oral or written.
9. This Agreement may not be amended or modified except in writing executed by the parties.
10. This Agreement shall be governed and construed in accordance with the laws of the State of New York.

If the foregoing correctly sets out our understanding, please sign both copies of this Agreement in the spaces provided below and return one copy to me at the above address.

Very truly yours,



A.J. Constantinople
Constantinople & Vallone Consulting LLC

AGREED AND ACCEPTED;

Alfa Green Solutions, Inc.

By: 

Josephine Pace
President and CEO