

PARK STRATEGIES, LLC

January 15, 2014

VIA ELECTRONIC MAIL

Richard Yost,
Managing Partner
Ideal 420 Technologies, LLC
201 Edward Curry Avenue
Staten Island, NY 10314

Dear Mr. Yost:

This Agreement is between Ideal 420 Technologies, LLC ("Client") and Park Strategies, LLC ("Consultant") and relates to lobbying services rendered by Consultant on behalf of Client with respect to certain legislative matters in New York State. Client hereby expressly authorizes Consultant to engage in lobbying activity before the administrative, legislative, and executive branches of government of the State of New York and its political subdivisions during the effective term of this Agreement.

The term of this Agreement shall commence as of January 15, 2014 and continue until June 30, 2014. This term may be extended pursuant to the mutual written agreement of the parties. Client and Consultant each has the unilateral right to terminate this Agreement, for any reason whatsoever, upon furnishing sixty (60) days written notice to the other party of its intention to terminate the Agreement.

In consideration of such aforementioned lobbying services to be rendered, Client shall pay to Consultant a fee of \$15,000 per month during the effective term of this Agreement. Said monthly fee shall be due and payable upon the first day of each month, which the exception of the first monthly fee which is due upon the execution of this Agreement.

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

If Consultant shall be subject to any claim, demand or penalty or become a party to any suit or other judicial or administrative proceeding by reason of any claimed act or omission by Client, or by reason of any act occurring in connection with the provision

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of services hereunder, the Client shall indemnify and hold Consultant harmless against all judgments, settlements, penalties and expenses, including attorneys fees, court costs and other expenses of litigation or administrative proceeding, incurred by or imposed on Consultant in connection with the investigation or defense relating to such claim or litigation or administrative proceeding and, at the election of Consultant, Client shall also defend Consultant.

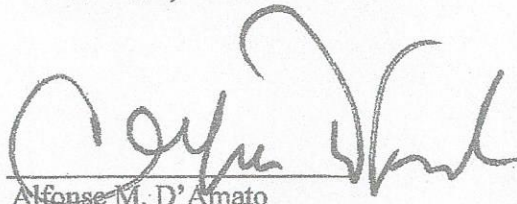
This Agreement shall be governed and construed in accordance with the laws of the State of New York, without reference to choice of law doctrine.

If the above is consistent with your understanding of the Agreement between Client and Consultant, please sign below and return to the undersigned.

Ideal 420 Technologies, LLC
201 Edward Curry Avenue
Staten Island, NY 10314

Park Strategies, LLC
101 Park Avenue
Suite 2506
New York, NY 10178

By: 
Richard Yost
Managing Partner

By: 
Alfonse M. D'Amato
Managing Director

Date: 1/15/2014

Date: 01/15/2014