

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT is entered into as of June 1, 2020 (the "Effective Date") by and between **National Strategies, LLC** ("NSI"), a Delaware limited liability company with its principal place of business at 555 11th Street, NW, Suite 401, Washington, DC 20004, on behalf of its client, **TRC Companies, Inc.** ("TRC"), and **Foley and Lardner LLP** (the "Local Consultant"), a limited liability partnership with its principal place of business at 321 North Clark Street, Suite 3000, Chicago, IL 60654. In consideration of the mutual promises set forth below (the mutuality, adequacy and sufficiency of which are hereby acknowledged), the parties hereby agree as follows:

1. Consulting. During the term of this Agreement, on the terms and conditions hereafter set forth, NSI retains Local Consultant to provide certain Services for TRC (as defined below) and Local Consultant agrees to provide such Services.
2. Scope of Duties. The general scope of Local Consultant's obligations hereunder shall be to serve in a consulting capacity to NSI with respect to NSI assisting TRC in the City of Chicago to pursue opportunities to sell its services overseeing decontamination services to the Chicago Transit Authority, as well as a list of other public sector targets in the City of Chicago. Consultant will be responsible for identifying, pre-qualifying, and supporting pursuit of sales opportunities.

Local Consultant's services (the "Services") shall be rendered in accordance with the highest professional standards.

3. Compensation.
 - a) For services rendered, Local Consultant shall receive the sum of Seven Thousand Five Hundred Dollars (\$7,500) per month, following receipt by NSI of payment from TRC.
 - b) Local Consultant shall also be reimbursed for out of pocket expenses incurred, provided TRC has approved such expenses in writing prior to their being incurred, and payable following receipt by NSI of payment from TRC.
 - c) Invoices for work performed under this Agreement shall be addressed to:

Alfred Gordon, CEO
National Strategies, LLC
555 11th Street, NW
Suite 401
Washington, DC 20004
(o): 202-349-7003
(f): 202-783-1041
agordon@nationalstrategies.com

4. Term and Termination. The term of this Agreement shall be for a period of six (6) months beginning on the Effective Date (the "Term"). The Term will automatically renew month to month at the end of the initial six-month term. The Agreement may be terminated as follows:
 - a) Immediately upon notice from NSI if NSI's agreement with TRC is terminated;
 - b) Immediately upon the filing of a petition under the United States Bankruptcy Act or any other insolvency law by or against either party; or
 - c) For any or no reason upon 30 days' written notice by either party to the other of its intention to terminate this Agreement, unless earlier termination is permitted under the applicable rules of professional conduct.
5. Confidential Information. Each party acknowledges that it will have access to, be making use of, acquiring and adding to confidential business information of special and unique value including, but not limited to, trade secrets of the other party and TRC including financial projections and budgets, historical and projected sales, client and prospective information, capital spending budgets, and plans, the names and backgrounds of key personnel, personnel training techniques and materials and other information that the parties have provided each other in connection with provision of Services (collectively, the "Confidential Information"). The parties agree that neither party will, during or after the term of this Agreement, copy, disclose, distribute or make use of any Confidential Information for its own benefit or for the benefit of a business or entity other than the other party to this Agreement without the prior written consent of such party and shall maintain the confidentiality of the Confidential Information. At the request of the disclosing party, the receiving party shall either destroy or return to the disclosing party all memoranda, notes, copies, drawings, abstracts, records or other documents, and all copies thereof, concerning any Confidential Information. The provisions of the confidential treatment of the Confidential Information shall not apply to any such information which (a) is or becomes publicly known through no wrongful act of the receiving party (b) is rightly received by the receiving party from a third party; (c) is approved for such use or disclosure by the disclosing party in writing, or (d) is required to be disclosed pursuant to applicable law, order, subpoena, or the

applicable rules of professional conduct, provided that before any disclosure is made pursuant to such law, order, subpoena, or rule, the receiving party shall give the disclosing party prompt notice of such requirement unless such notice is prohibited by applicable law, order, subpoena, or rule.

NSI acknowledges and agrees to maintain the confidentiality and privacy of information that NSI may come into contact with. Consultant and NSI also acknowledge that the information is being shared as part of the common interest between NSI and TRC, and the parties intend for all information shared with NSI to be protected by the attorney-client, work product, and common interest privileges. NSI shall treat such information as strictly confidential and shall treat the information as protected by the attorney-client, work product, common-interest, and all other privileges that may be asserted to protect the confidentiality of such information. TRC understands that, although Consultant shall treat all communications with NSI as confidential and subject to the attorney-client, work-product, common-interest, and any other privilege, there is a risk that a court may decide that such privileges do not apply with regard to information shared with NSI. Should a court so decide, TRC could be required to disclose otherwise privileged information.

6. Disposition of Files and Records. Pursuant to Consultant's document retention policy, Consultant will retain the files pertaining to the representation, including material prepared by or for the internal use of our attorneys, for a minimum period of ten (10) years following the conclusion of the representation. Therefore, if TRC does not request return of this file material prior to the expiration of the retention period, Consultant reserves the right to destroy it at the end of the defined retention period without further notice. Upon TRC's reasonable request, Consultant will provide such portions of these file materials to TRC as required by the applicable rules of professional responsibility or other legal requirements. Notwithstanding anything to the contrary in this Agreement, Consultant is permitted to retain copies of the client file at its expense pursuant to applicable ethical authority.
7. Agreements with TRC. Local Consultant agrees that the individuals providing Services pursuant to this Agreement shall not, directly or indirectly, enter into or negotiate to enter into any agreement or understanding, written or verbal, with TRC or any of its subsidiaries or affiliates, for the performance of any services by such individuals, during the term of this Agreement, except as expressly required or requested by NSI under this Agreement.
8. Solicitation. During the term of this Agreement and for three years after its termination, Local Consultant will not personally or through others recruit, solicit, or induce any employee of the NSI to terminate his or her employment with the NSI.

9. Independent Contractor. Local Consultant agrees that it will act as an independent contractor pursuant to this Agreement and that nothing herein shall create an agency relationship between NSI, TRC and Local Consultant. Furthermore, Local Consultant understands that it has no authority to make any proposals, commitments that are binding upon NSI or TRC. All negotiations and/or proposals shall be approved in advance by TRC where possible, but will in all cases be submitted for the approval of TRC. The engagement of subcontractors or other third parties by Local Consultant shall be subject to the approval of TRC. All subcontracts or other third parties engaged by Local Consultant with TRC's approval shall agree in writing to be bound by the restrictions and negative covenants in this agreement applicable to Local Consultant. Local Consultant's employees shall not be entitled to employee benefits normally associated with employment of individuals by NSI. Local Consultant shall be liable for all federal, state and local taxes assessed against or owed by Local Consultant related to the compensation hereunder.
10. No Conflicts. Local Consultant certifies that no outstanding agreement or obligation of Local Consultant is in conflict with any of the provisions of this Agreement, or would preclude Local Consultant from complying with the terms and conditions hereof.
11. Advance Waiver of Conflicts and Client Identity. As a large law firm, there may be instances where you ask Consultant to represent TRC in a matter that involves another existing or new client of Consultant. Or, conversely, Consultant may be asked during the course of our representation of TRC to represent another existing or new client in a matter that involves TRC. In either instance, if the other client's interests and TRC's interests in the matter are directly adverse, Consultant may not handle the matter without TRC's consent. By executing or otherwise affirming the terms of this Agreement, TRC consents now to such instances in connection with the following types of matters:
- a. Counseling, advice, and negotiation regarding agreements, rights, or obligations, and preparation of documents.
 - b. Arbitration, litigation, or other contested proceeding.
 - c. Advocacy before federal, state, and local governments and non-judicial governmental entities.
 - d. Bankruptcy or insolvency proceedings in which the client may have an interest.
 - e. Evaluation of intellectual property rights, such as claim scope analysis, infringement analysis, invalidity analysis, or analysis with respect to any other statutory or non-statutory requirement, participation in connection with contested and uncontested intellectual property proceedings before the USPTO, or prosecuting non-interfering IP for another client in a related technology.

Consultant agrees that it will not handle directly adverse matters for other clients that are substantially related to any work Consultant performs for TRC.

This consent shall also permit Consultant to represent in the future any other parties who are or become adversely involved in any matters in which Consultant represents TRC, provided that the matters in which Consultant represents those other parties are not substantially related to any work Consultant performs for TRC.

Finally, unless specifically requested by TRC and agreed to by Consultant, Consultant's representation does not extend to TRC's affiliates and Consultant's representation does not extend to NSI. Accordingly, Consultant may represent other clients in matters directly adverse to those affiliates and/or NSI. Subject to Paragraph 7 herein, if TRC requests and Consultant agrees to represent an affiliate, TRC agrees that the affiliate is bound by the terms set forth in this Agreement.

12. Compliance with Law. Local Consultant shall comply with all federal, state, local, and foreign laws, regulation, rules, ordinances and orders of any kind that are applicable to Local Consultant's performance hereunder. Local Consultant agrees to abide by the policy of NSI as described in Schedule "A" attached hereto and made a part hereof, in the performance of all services under this Agreement.

In addition, Local Consultant shall fulfill all statutory obligations with regard to any necessary disclosures involved in representing TRC in the City of Chicago. Local Consultant will timely submit to the NSI and TRC copies of all registration and reporting documents filed relating to the activities undertaken here. In addition the Local Consultant will complete for the NSI's and TRC's review and execution any registration and reporting documents required of it by Illinois law.

13. Efforts. During the term of this Agreement, Local Consultant shall devote such time as necessary and use Local Consultant's best efforts to advance the business and welfare of TRC, and to discharge any other duties assigned to Local Consultant hereafter. Local Consultant shall not take any action against the best interest of TRC. Local Consultant shall perform faithfully and competently such duties as may be assigned to Local Consultant hereunder, in accordance with the highest professional standards.
14. Survivability. The provisions of paragraphs 5, 8, 9, and 19 hereof shall survive the expiration or termination of this Agreement, except as expressly stated therein.
15. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or enforceability of any provisions shall not affect the validity and enforceability of the other provisions hereof. If any provision of this Agreement is unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.

16. No Waiver. A party's failure to exercise any right under this agreement shall not constitute a waiver of any other terms or conditions of this Agreement with respect to any other or subsequent breach, nor a waiver by such party of its right at any time thereafter to require exact and strict compliance with the terms of this Agreement.
17. No assignment. Local Consultant's services hereunder are personal in nature and may not be assigned without the written consent of NSI.
18. Notices. All notices, requests, demands and other communications from one party to the other party as required or permitted hereunder shall be in writing and sent by: (a) personal delivery; (b) electronic mail, return receipt requested; (c) facsimile transmission, electronically confirmed; (d) certified mail, effective on the third day after mailing; or (e) national overnight carrier, effective on the next business day after mailing, to the physical address, mailing address, electronic mail address, or facsimile number set forth below or to such other address or number as may be specified in writing.

In the case of NSI:

Al Gordon, CEO
National Strategies, LLC
555 11th Street, NW
Suite 401
Washington, DC 20006
Tel.: 202-349-7003
Fax: 202-783-1041
Email: agordon@nationalstrategies.com

In the case of Local Consultant:

Myles D. Berman
Foley & Lardner LLP
321 North Clark Street
Suite 3000
Chicago, IL 60654
Tel.: 312-832-4546
Fax: 312-832-4700
Email: mberman@foley.com

19. Miscellaneous. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without regard to conflict of laws that would otherwise require the application of the law of a different jurisdiction. This Agreement constitutes the entire agreement between Local Consultant, TRC, and NSI with respect to the subject matter herein and shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. Neither this Agreement nor any amendment to this Agreement shall be valid unless in writing signed and duly authorized by an executive officer of NSI and by Local Consultant.

Any dispute over fees and/or costs (a "Dispute"), including the question of arbitrability of such disputes, will be submitted to and settled exclusively by binding arbitration, in accordance with the provisions of this section, subject only to any applicable requirement of law that the parties engage in a preliminary non-binding mediation or arbitration regarding fee disputes. Binding arbitration shall be conducted in accordance with the Federal Arbitration Act and Judicial Arbitration and Mediation Service Streamlined Rules & Procedures (the "JAMS Rules"), and shall be kept confidential by the parties, their agents, and the arbitrators. Arbitration shall be held in the County of Cook, Illinois, before an arbitrator selected pursuant to the JAMS Rules who will have no personal or pecuniary interest, either directly or indirectly, from any business or family relationship with either of the parties. All decisions of the arbitrator will be based upon applicable law, be final, binding, and conclusive on the parties.

The parties will equally share the costs of the arbitrator and the arbitration fee (if any). Each party will bear that party's own attorneys' fees and costs, and the prevailing party will not be entitled to reimbursement by the other party of any of its fees or costs incurred in connection with the arbitration hereunder, regardless of any rule to the contrary in the applicable arbitration rules. Either party may seek confirmation of the arbitration award in the Cook County Circuit Court and each party hereby consents to the exclusive jurisdiction and venue of the Cook County Circuit Court in any claim or action arising hereunder. By signing this Agreement containing this provision, TRC agrees to waive any and all rights to a jury trial regarding any Dispute.

20. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date identified above. By signing below, NSI agrees to these terms on behalf of TRC and affirms that it has authority to act on TRC's behalf in this regard.

NSI:
NATIONAL STRATEGIES, LLC

LOCAL CONSULTANT:
FOLEY AND LARDNER LLP

By: 
Alfred Gordon, CEO

By: 
Myles D. Berman

SCHEDULE A

STATEMENT FOR AVOIDANCE OF QUESTIONABLE BUSINESS TRANSACTIONS

No Local Consultant shall have any understanding, written or verbal, that any payments are to be made or received:

- A. which involve any illegal purpose, or
- B. whether legal or illegal, which involve governmental officials, elected or otherwise, or employees, political candidates or parties, campaign personnel or funds, or any consultants or advisors to any local government or kickbacks or bribes on behalf of NSI or any affiliates or in pursuit of NSI or TRC's business objectives.