

Legal Representation Concerning the Freedom of Information Law**CONTRACT No. GAM01-C202504-1410000**

THIS AGREEMENT made effective this 27th day of June, 2025 by and between the NEW YORK STATE GAMING COMMISSION, an executive agency of the State of New York having an office at 354 Broadway, Schenectady, New York 12305 (the "Commission"), and Hoguet Newman Regal & Kenney, LLP, having an office at 60 East 42nd Street, 48th Floor, New York, NY 10165 (the "Consultant").

WHEREAS the Commission issued a Request for Proposals on June 17, 2025 soliciting proposals for Legal Representation Concerning the Freedom of Information Law and clarified the requirements of the RFP with questions answered on July 11, 2025 and July 16, 2025 (collectively, the "RFP"); and

WHEREAS the Consultant submitted a Technical Proposal, and a Pricing Proposal dated July 23, 2025 (collectively, the "Proposal"), which was deemed by the Commission's RFP Evaluation Committee to be the Best Value from among competing proposals;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties hereto agree as follows:

I. SCOPE OF SERVICES.

The Consultant agrees to provide the Commission and the Gaming Facility Location Board (the "Board") with legal representation concerning the Freedom of Information Law, as more fully set forth in the RFP and the Proposal. Both the RFP and the Proposal are hereby incorporated into this Contract with the same force and effect as if they were fully set forth herein.

II. TERM

Upon approval of the Contract by the Office of the New York State Comptroller ("OSC"), the Contract shall be effective for a period of two years from June 27, 2025 (the "Term"), which was the "Return Date" as defined in the Board's January 3, 2023 "Request for Applications to Develop and Operate a Gaming Facility in New York State". At the discretion of the Commission and upon OSC approval, the Term may be extended for two additional one-year periods. There will be no adjustment to compensation for the extension periods, except as may be agreed to pursuant to the terms of the RFP.

III. COMPENSATION

- A. Consultant shall bill the Commission monthly for services performed under this Contract according to the hourly rates provided in the Pricing Proposal and the billing terms set forth within the RFP.
- B. Total payments under this Contract, inclusive of expenses and other disbursements, shall not exceed a maximum amount of \$494,687.00.
- C. Consultant shall establish, for billing and accounting purposes, a sub-matter for each gaming facility application and another sub-matter for general matters not attributable to any one gaming facility application in particular.

D. Fees, disbursements and charges shall become payable pursuant to New York State's State Finance Law Article 11-A and upon the receipt of an approvable invoice that includes the following information:

- i. The Contract number GAM01-C202504-1410000, the Consultant's New York State Vendor Identification Number, and an invoice number, segregated by sub-matter as described in item C, above;
- ii. The start and end date of the period to which the statement pertains;
- iii. A brief description of the work performed and hours billed, by date and by attorney or other professional performing such work;
- iv. The billing rate for each attorney or other professional;
- v. For each such individual (identified in item 4, above), the total number of hours billed for such services;
- vi. An itemized billing statement identifying the time spent on actual services performed, within 1/10th hour increments, and the attorney or other professional performing each task; and
- vii. The total amount billed for services for the invoice period.

E. Invoices shall be submitted, on a monthly basis, as a PDF email attachment and directed to the Commission's Finance Office at accountspayable@gaming.ny.gov.

F. Consultant agrees to provide the Commission with such detailed documentation substantiating fees and disbursements as the Commission may request.

G. Consultant acknowledges that it will not receive payment on any invoices submitted under this Contract unless or until it complies with OSC's electronic payment procedures.

H. Consultant shall not be reimbursed for the preparation of invoices or billing statements or for time spent correcting any errors in previously submitted invoices or billing statements, or discussing questions or potential errors in invoice or billing statements.

IV. APPROVALS REQUIRED

This Contract, and any extension of the Term of this Contract or any amendment of the provisions of this Contract, shall not be effective and binding upon the Commission, the Board, the State of New York, or the Consultant unless and until approved by the Office of the New York State Attorney General ("OAG") and OSC. The Commission agrees to exercise its best efforts to obtain such approval.

V. MUTUAL COOPERATION

The parties agree to cooperate fully and in good faith and to assist each other, to the extent reasonably practicable, in order to accomplish the objectives outlined in the RFP and Proposal.

VI. LIMITATION OF CONSULTANT'S LOBBYING ACTIVITIES

The Consultant agrees to abide by all applicable laws relating to its lobbying activities in New York. In addition, the Consultant agrees to provide, during the Term of this Contract or any extensions thereof, written notification, updated quarterly, to the Commission specifying the name, business address and telephone number of any lobbyist, as that term is defined in Section 1-C of the New York State Lobbying Act (New York State Legislative Law Article 1-A) employed or hired to represent the Consultant within the State of New York related to Commission issues. Failure to provide this information to the Commission will constitute a material breach of the terms of this Contract and be cause for termination.

IV. RELATIONSHIP OF PARTIES

- A. The relationship of the Consultant, to the Commission shall be that of an attorney and client. Nothing herein shall be construed as limiting or amending the attorney-client privileges afforded by law.
- B. The Consultant is and shall be, in all respects, an independent contractor in performing services pursuant to this Contract. In accordance with such status as an independent contractor, the Consultant covenants and agrees to act consistent with such status: to neither hold itself out as, nor claim to be, an officer or employee of the Commission, the Board, or the State by reason hereof; and not to, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Commission, the Board, or the State, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership credit.

V. STAFF

- A. The Consultant shall assign Helene R. Hechtkopf, Esq. as the lead engagement attorney for its duties hereunder. Consultant may not make changes to the lead engagement attorney without the Commission's prior approval. All services not performed by Helene R. Hechtkopf, Esq. shall be performed under Helene R. Hechtkopf's, Esq. supervision.
- B. The Consultant specifically represents and agrees that its members, officers, employees, agents, servants, consultants, shareholders, and subcontractors have and shall possess the experience, knowledge, and character necessary to qualify them individually for the particular duties performed hereunder. All employees of the Consultant, or of its subcontractors, who shall perform services under this Contract, shall possess the necessary qualifications, training, licenses, and permits as may be required within the jurisdiction where the services specified are to be provided or performed, and shall be legally entitled to work in such jurisdiction. All persons, corporations, or other legal entities that perform services under this Contract on behalf of Consultant shall, in performing the services, comply with all applicable Federal and State laws concerning employment in the United States.
- C. The Consultant may arrange for a portion(s) of its responsibilities under this Contract to be subcontracted to qualified, responsible subcontractors, subject to approval of the Commission. If the Consultant determines to subcontract a portion of the services, the subcontractors must be clearly identified and the nature and extent of its involvement in and/or proposed performance under this Contract must be fully explained by the Consultant to the Commission. The Consultant retains ultimate responsibility for all services performed under the Contract, including those performed by subcontractors.

- D. The Consultant shall be fully responsible for performance of work by its staff and by its subcontractor's staff, including contracted legal services. Approval shall not be withheld unreasonably upon receipt of written request to subcontract.

VI. CONFLICTS OF INTEREST

- A. The Consultant hereby covenants and represents that there is not and shall be no actual or potential conflict of interest that could prevent Consultant's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Contract and any other contract or employment; and the Consultant shall have a duty to notify the Commission promptly of any actual or potential conflicts of interest in all that it does to serve the purpose of this Contract and its intent.
- B. The Consultant warrants that it has performed a conflicts check and has determined that it may, under applicable ethics rules, perform the anticipated services. It further warrants that it is not involved in any litigation or administrative proceeding(s) to which it is a party that would either: (1) materially impair its ability to perform the services outlined herein; or (2) materially and adversely affect its financial ability to perform the services outlined herein if decided in an adverse manner. The Consultant has advised the Commission that it represents many entities and individuals. It is possible that, during the time that the Consultant represents the Commission and the Board, the Consultant will represent present or future clients before the State of New York, its Departments, authorities, or other bodies. The Consultant must notify the Commission promptly, and, in no event more than three business days after discovery, of any actual or potential or appearance of a conflict of interest that may arise during the term of this Contract arising out of its representation or prospective representation of another client, such as, for example (and without limitation), where, as a result of the Consultant's representation of the Commission and the Board, it has obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used by such client to the material disadvantage of the Commission, the Board, or the State of New York, or where the interests of the other client--whether or not the matter undertaken, or to be undertaken, for the other client is related to the services covered by this Contract--may be adverse to the interests of the Commission, the Board, or the State of New York. The Commission may, upon receipt of such notice, request that the Consultant not undertake to represent the other client, or that the Consultant terminate its representation of the other client, if the Commission determines that such representation conflicts or potentially conflicts with the Consultant's continuing representation of the Commission and the Board under this Contract. If the Consultant declines such request, the Consultant's declination shall constitute a ground for termination of this Contract by the Commission for cause, if the Commission elects to do so.
- C. The Consultant has provided a form (Vendor Assurance of No Conflict of Interest or Detrimental Effect) signed by an authorized executive or legal representative attesting that the Consultant's performance of the services does not and will not create a conflict of interest with, nor position the Consultant to breach any other contract currently in force with the State of New York, that the Consultant will not act in any manner that is detrimental to any State project on which the Consultant is rendering services.
- D. In conjunction with any subcontract under this Contract, the Consultant shall obtain and deliver to the Commission, prior to entering into a subcontract, a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form signed by an authorized executive or legal representative of each subcontractor. The Consultant shall also require in any subcontracting agreement that the subcontractor, in conjunction with any further subcontracting agreement, obtain and deliver to the Commission a signed and completed Vendor Assurance of No Conflict of

Interest or Detrimental Effect form for each of its subcontractors prior to entering into a subcontract.

- E. The Commission and the Consultant recognize that conflicts may occur in the future because the Consultant may have existing, or establish new, relationships. The Commission will review the nature of any relationships and reserves the right to terminate this Contract for any reason, or for cause, if, in the judgment of the Commission, a real or potential conflict of interest cannot be cured.

VII. CONFIDENTIALITY AND NON-DISCLOSURE

A. “Confidential Information” means any information not generally known to the public, whether oral or written, that the Commission or the Board identifies as confidential and discloses to the Consultant so that the Consultant can provide services to the Commission and the Board pursuant to this Contract. Confidential Information may include, but is not limited to, operational and infrastructure information relating to: bid documents, plans, drawings, specifications, business rules, reports, product information; business and security processes and procedures; personnel and organizational data, and financial statements; information system IP addresses, network configurations, passwords, security controls, architectures and designs; and such other data, information and images that the Commission deems confidential. The Commission or the Board will identify written Confidential Information by marking it with the word “Confidential” and will identify oral Confidential Information as confidential at the time of disclosure to the Consultant.

B. Confidential Information does not include information that, at the time of Commission’s or the Board’s disclosure to the Consultant:

- (i) is already in the public domain or becomes publicly known through no act of the Consultant;
- (ii) is already known by the Consultant free of any confidentiality obligations;
- (iii) is information that the Commission has approved in writing for disclosure; or
- (iv) is required to be disclosed by the Consultant pursuant to law or applicable professional standards, so long as the Consultant provides the Commission with notice of such disclosure requirement and an opportunity to defend prior to any such disclosure.

C. The Consultant may use Confidential Information solely for the purposes of providing services to the Commission and the Board pursuant to this Contract. The Consultant shall not make copies of any written Confidential Information without the express written permission of the Commission, except as necessary to perform the services required by this Contract. The Commission’s or the Board’s disclosure of Confidential Information to the Consultant shall not convey to the Consultant any right or interest in such Confidential Information and the Commission or the Board shall retain all right and title to such Confidential Information at all times.

D. The Consultant shall hold Confidential Information confidential to the maximum extent permitted by law. The Consultant shall safeguard Confidential Information with at least the same level of care and security, using all reasonable and necessary security measures, devices and procedures that the Consultant uses to maintain its own confidential information.

E. Upon written request by the Commission, the Consultant shall return all written Confidential Information to the Commission.

VIII. PUBLIC OFFICERS LAW

Contractors, consultants, vendors, and subcontractors may hire former Commission employees. However, as a general rule and in accordance with New York Public Officers Law, former employees of the Commission may neither appear nor practice before the Commission, nor receive compensation for services rendered on a matter before the Commission, for a period of two years following their separation from Commission service. In addition, former Commission employees are subject to a “lifetime bar” from appearing before the Commission or receiving compensation for services regarding any transaction in which they personally participated or that was under their active consideration during their tenure with the Commission.

IX. ORDER OF PRECEDENCE

Any conflict between the provisions of this Contract and the documents incorporated herein shall be resolved according to the following order of precedence, from the highest to the lowest:

- A. Appendix A – Standard Clauses for New York State Contracts;
- B. Addenda and amendments to the Contract;
- C. Contract;
- D. Clarifications and amendments to the RFP;
- E. RFP; and
- F. the Proposal.

X. WARRANTIES

- A. The Consultant warrants that it will perform services in good faith and in a workmanlike and professional manner in accordance with the applicable professional standards. The warranties expressly set forth in this Contract are in lieu of all other warranties, expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
- B. The Consultant warrants that its services shall be performed in accordance with applicable professional standards and that the Consultant shall correct, at no charge to the Commission or the State, services that fail to meet applicable professional standards and that result in obvious or patent errors in the progression of its work.

XI. INDEMNIFICATION AND LIABILITY

The Consultant shall be fully liable without monetary limitation for any act or omission of the Consultant, its employees, subcontractors and agents, and shall fully indemnify and hold harmless the Commission, the Board, and the State from suits, actions, damages and costs of every name and description relating to personal injury, death and damage to real or tangible personal property or intellectual property caused by fault or negligence of Consultant, its employees, subcontractors or agents arising from or related to the Consultant’s performance of the Contract, provided, however, that the Consultant shall not be obligated to indemnify the Commission, the Board, or the State for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act by

the Commission, the Board, or the State, or the acts of third parties, respectively, other than those provided by the Consultant to perform under the Contract. In connection with the foregoing, the Commission, the Board, and the State shall give the Consultant: (i) prompt written notice of any action, claim or threat of suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at the Consultant's sole expense, and (iii) assistance in the defense of any such action at the expense of the Consultant. Notwithstanding the foregoing, the Commission, the Board, and the State each reserves the right to join such action, claim, or threat of suit, at its sole expense, respectively, when it determines there is an issue involving a significant public interest. All obligations to defend, indemnify, and hold harmless shall survive the termination of the Contract.

XII. TERMINATION

- A. In addition to the circumstances and authority outlined within the RFP and this Contract, the Commission's Executive Director reserves the right to suspend any or all activities under this Contract, at any time, when the Commission's Executive Director discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. The Contractor activity may resume at such time as the Executive Director issues a written notice authorizing a resumption of performance under the Agreement.
- B. In addition to the circumstances and authority outlined within the RFP and this Contract, the Commission shall have the right and option to terminate this Contract for convenience, or for any of the following causes as determined by the Commission's Executive Director:
- i. A material breach by the Contractor, or any Subcontractor, of any of the provisions of this Contract;
 - ii. A determination by a court of competent jurisdiction that the Contractor is bankrupt or insolvent;
 - iii. A good faith determination by the Commission that continuation of the Contract could place the integrity of the Commission in jeopardy; or
 - iv. A conviction of the Contractor or any of its directors, officers, or employees, of any criminal offense connected to the Contractor's business which, in the sole reasonable opinion of the Commission's Executive Director, would be prejudicial to public confidence in the Commission;
 - v. An action pursuant to that supersedes the Commission's authority to conduct equine Drug testing as provided for under this Contract;
 - vi. The certification filed by Contractor in accordance with New York State's State Finance Law § 139-k was intentionally false or intentionally incomplete;
 - vii. The Contractor is nonresponsible or non-responsible;
 - viii. The Commission's Executive Director determines material change in circumstances or failure of the Commission to make payments pursuant to the Agreement.

- C. If the Commission exercises the right to terminate this Contract for cause, the Commission shall give the Contractor advance written Notice of Intention to Terminate for Cause (“Notice”). Such Notice shall state clearly and specifically the cause for which termination is sought, and the Contractor shall be entitled to a period of thirty (30) days from receipt of such Notice to attempt to correct or cure the cause so described to the reasonable satisfaction of the Commission. If the Commission is satisfied that the cause is corrected or cured within such 30 days, such Notice shall be deemed withdrawn and a nullity. If the Commission is not satisfied that the cause has been corrected or cured within such 30 days, the Contract shall be deemed terminated. If termination is sought because of a criminal conviction as described in subparagraph (iv) of Paragraph B. of this Section XII, the cause for termination shall be deemed to be cured if the Contractor causes or obtains the dismissal, resignation, retirement, or other removal of the person convicted of such offense during such thirty (30) day period.
- D. Except as otherwise addressed within the RFP and this Contract, the Contractor may terminate this Contract upon thirty days (30) written notice in the event there is a material change in circumstances or failure of the Commission to make payments pursuant to the Contract. In such event, the Contractor shall be reimbursed for all undisputed expenses and all non-cancelable commitments incurred prior to notification of termination of the Contract.
- E. In any such suspension or termination event, the Executive Director may complete the contractual requirements in any manner the Executive Director deems advisable and may pursue any and all available legal or equitable remedies for breach.
- F. Whether termination of the Contract by the Commission is invoked for cause or convenience, the Commission shall pay the Contractor for undisputed services rendered prior to the effective date of termination and the Contractor shall provide to the Commission all records relating to services provided.

XIII. COMPLIANCE WITH PUBLIC OFFICERS LAW

- A. The Consultant acknowledges that this Contract is subject to the New York State Freedom of Information Law (“FOIL”) as set forth in Article 6 of the New York State Public Officers Law and that only attorney-client privileged information and the Consultant’s proprietary information that satisfies the requirements of section 87(2)(d) of the Public Officers Law shall be excepted from disclosure thereunder. Subject to FOIL, the Consultant’s proprietary information may include all non-public information relating to its legal services. The Consultant has labeled those portions of its proposal and the Contract that it deems proprietary. The Consultant’s proprietary information, which includes trade secret information owned by the Consultant, shall remain unpublished, except where publication or disclosure is required pursuant to FOIL or other applicable law.
- B. The Consultant and its staff must comply with the requirements of Sections 73 and 74 of the Public Officers Law, other State codes, rules, regulations and executive orders establishing ethical standards for the conduct of business with New York State. **Failure to comply with these requirements may result in termination of the Contract** and/or other civil or criminal proceedings as required by law.

XIV. CONDITIONS PRECEDENT

This Contract and any subsequent amendments to this Contract shall not be deemed executed, valid or binding unless and until approved in writing by the OAG and, if required by law, by the OSC.

XV. ENTIRE CONTRACT AND INTERPRETATION

- A. This Contract and Appendix A (Standard Clauses for New York State Contracts) constitute the entire Contract between the parties hereto, and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid.
- B. This Contract shall not be changed, modified or altered in any manner except by an instrument in writing executed by both parties, and approved in writing by the OAG and, if required by law, by the OSC.
- C. In the event of any discrepancy, disagreement, or ambiguity, the terms of Appendix A (Standard Clauses for New York State Contracts) shall be given preference.

XVI. REQUIRED OUTSIDE COUNSEL PROVISIONS

- A. Opinions prepared by retained attorneys or law firms construing the statutes or Constitution of the State of New York do not constitute the opinion of the State unless the prior written approval of the OAG is obtained. Requests for said approval shall be submitted to the Solicitor General, Appeals and Opinions Bureau, Department of Law, State Capitol, Albany, New York.
- B. The retained attorney or law firm will represent the State of New York, the Commission, and the Board in judicial litigation related to the services to be provided under this Contract only when such services are specifically requested by the Commission's counsel and approved by the OAG. Such approval must be requested separately for each matter to be litigated and must be received prior to the commencement of services therefor.

XVII. SEVERABILITY

If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, but shall remain binding and effective as against all parties hereto.

XVIII. NOTICES

All notices required by this Contract shall be sufficient if in writing and sent by certified mail return receipt requested and all other communications shall be sufficient if communicated in writing to the following addresses or to such other addresses as may be designated from time to time by the Parties in writing:

A. As to the Commission:

General Counsel
 New York State Gaming Commission
 One Broadway Center
 Post Office Box 7500
 Schenectady, NY 12301-7500

B. As to the Consultant:

Helene R. Hechtkopf, Esq.
 Hoguet Newman Regal & Kenney, LLP

60 East 42nd Street, 48th Floor
New York, NY 10065

XIX. MISCELLANEOUS PROVISIONS

- A. A waiver of enforcement of any provision of this Contract shall not constitute a waiver of any other provision of this Contract nor shall it preclude the affected party from subsequently enforcing such provision.
- B. The headings contained in this Contract are intended for ease of reference only and shall not be interpreted to limit or modify any of the provisions of this Contract.
- C. This Contract may be executed in counterparts, each of which shall be deemed an original. Executed copies of this Contract may be sent by facsimile (fax) or as PDF copies sent by email, and any signatures thereon shall be considered for all purposes to be binding as originals.
- D. No delegation of any duties under this Contract shall be binding upon the State, the Commission, or the Board until the Commission has given written consent to such delegation; nor shall assignments of rights to monies due or to become due under the Contract be permitted to any individual or business organization other than the Consultant, except by express written consent of the Commission.

GAM01-C202504-1410000

IN WITNESS WHEREOF, each of the parties hereto has caused this Contract to be executed by its duly authorized officers or representative on the days and year stated below.

HOGUET NEWMAN
REGAL & KENNEY, LLP

By: [Signature]

Title: Partner

Date: 8/15/25

NEW YORK STATE
GAMING COMMISSION

By: [Signature]

Title: EXECUTIVE DIRECTOR

Date: 12 August 2025

OFFICE OF THE NEW YORK STATE
ATTORNEY GENERAL

By: _____

Title: _____

Date: _____

OFFICE OF THE NEW YORK STATE
COMPTROLLER

By: _____

Title: _____

Date: _____

APPROVED DEPT. OF AUDIT & CONTROL
Sep 19 2025 Brian Fuller
FOR THE STATE COMPTROLLER

Acknowledgement Required of the Consultant is on the following page.

CORPORATE ACKNOWLEDGMENT FORM

The acknowledgment must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and that all information provided is complete, true and accurate. Also, the Consultant affirms that it understands and agrees to comply with the procedures relative to permissible contacts as required by State Finance Law Sections 139-j(3) and 139-j(6)(b).

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

State OF New York }
 : SS.:
COUNTY OF NASSAU }

On the 6th day of AUGUST in the year 2025, before me personally appeared Helene Hechtlopf, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he resides at

Town of Port Washington
County of NASSAU, State of NEW YORK; and further that:

[Check One]

If an individual): he/she executed the foregoing instrument in his/her name and on his/her own behalf.

If a corporation): he/she is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he/she is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he/she executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

If a partnership): he/she is the partner of Hayet Newman Regal Yarn LLC, the partnership described in said instrument; that, by the terms of said partnership, he/she is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, he/she executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

If a limited liability company): he/she is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that he/she is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, he/she executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

SHANTY FIGUEROA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01FI0032977
Notary Public in New York County
Registration No. 01FI0032977 Expires 07-17-2029

State of: New York

From: [Robinson, Leslie](#)
To: [Contracting, Officer \(GAMING\); Contract Approval](#)
Cc: [Stark, Seth \(GAMING\)](#)
Subject: Approved - RE: 1 of 3 GAM01-C202504-1410000 Between NYS Gaming Commission and Hoguet Newman Regal & Kenney, LLP for Legal Representation Concerning the Freedom of Information Law
Date: Tuesday, August 26, 2025 12:49:45 PM

Some people who received this message don't often get email from leslie.robinson@ag.ny.gov. [Learn why this is important](#)

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Approved as to Form: 8/26/2025 by Leslie Robinson
Received: 8/14/2025

OAG: CAS please file and enter "P" Amount: 494,687.00

Reminder: Agencies must forward the contract approved by the OAG Contract Approval Section along with the email in which the OAG Contract Approval Section approved the contract, to OSC via the Comptroller's EDSS system. If you are not enrolled in the EDSS system and have not made alternative arrangements with OSC on how to submit your transaction, please contact OSC at 518-408-4672 or email ITServiceDesk@osc.ny.gov.

Leslie Robinson
Associate Attorney
New York State Office of the Attorney General
Contract Approval Section
The Capitol, Albany, NY 12224
Leslie.Robinson@ag.ny.gov
She/her/hers

ATTORNEY CLIENT PRIVILEGED/NOT FOR DISSEMINATION

The information contained in this electronic mail message is privileged and confidential and intended only for the individual or individuals named above. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please reply to the sender immediately to notify us of the error and delete the original message. Thank you.

From: Contracting, Officer (GAMING) <Officer.Contracting@gaming.ny.gov>
Sent: Thursday, August 14, 2025 3:05 PM
To: Contract Approval <contractapproval@ag.ny.gov>
Cc: Stark, Seth (GAMING) <Seth.Stark@gaming.ny.gov>
Subject: 1 of 3 GAM01-C202504-1410000 Between NYS Gaming Commission and Hoguet Newman Regal & Kenney, LLP for Legal Representation Concerning the Freedom of Information Law

[EXTERNAL]

Good Afternoon,

Please find the attached transmittal letter, documentation regarding pre-approval of