

GAMING FACILITY LOCATION BOARD ADVISORY SERVICES

CONTRACT No. GAM01-C202506C-1410000

Lot #3 – Summaries, Comparisons, and Comprehensive Drafting

THIS AGREEMENT made effective the 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 Stirling Street Capital Advisors, LLC, having an office at 327 N. Columbia Street, Covington, Louisiana 70433 (the "Consultant").

WHEREAS the Commission issued a Request for Proposals on June 20, 2025, soliciting proposals for a Consultant for Gaming Facility Location Board Advisory Services and clarified the requirements of the Request for Proposals with questions and answers dated July 17, 2025, and July 30, 2025, and an updated schedule on July 25, 2025 (collectively, the "RFP"); and

WHEREAS the Consultant submitted a Technical Proposal and a Pricing Proposal for Lot #3 – Summaries, Comparisons, and Comprehensive Drafting dated August 6, 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 with services as a Consultant for Gaming Facility Location Board Advisory Services, 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 Gaming Facility Location 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

In full consideration for all goods and services specified in the RFP and the Proposal, the Commission agrees to pay, and the Consultant agrees to accept, compensation in accordance with the prices set forth in the Proposal, unless otherwise stated herein. No minimum amount is guaranteed by this Contract, and the Consultant shall not have any right to make a claim therefor. Expenditures under this Contract shall not exceed \$1,554,115.62.

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 Gaming Facility Location Board ("the Board"), the State of New York, or the Consultant unless and until approved by the New York State Office of the Attorney General and the Office of the New York State Comptroller. 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.

VII. 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 Consultant. In the event of such suspension, the Consultant will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Consultant must comply with the terms of the suspension order. The Consultant 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 Consultant, or any Subcontractor, of any of the provisions of this Contract;
- ii. A determination by a court of competent jurisdiction that the Consultant 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 Consultant or any of its directors, officers, or employees, of any criminal offense connected to the Consultant's business which, in the sole reasonable opinion of the Commission's Executive Director, would be prejudicial to public confidence in the Commission;
 - v. The certification filed by Consultant in accordance with New York State's State Finance Law § 139-k was intentionally false or intentionally incomplete;
 - vi. The Consultant is nonresponsible or non-responsible;
 - vii. 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 Consultant 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 Consultant 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 VII, the cause for termination shall be deemed to be cured if the Consultant 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 Consultant 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 Consultant 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 Consultant for undisputed services rendered prior to the effective date of termination and the Consultant shall provide to the Commission all records relating to services provided.

VIII. CONFLICT OF INTEREST

- A. The Consultant has provided completed forms (Vendor Assurance of No Conflict of

Interest or Detrimental Effect, in the form annexed to the RFP as Appendix K, and a Potential Conflict of Interest form in the form annexed to the RFP as Appendix P), 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.

- B. The Consultant hereby reaffirms the attestations made in its Proposal and covenants and represents that there is and shall be no actual or potential conflict of interest that could prevent the Consultant's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Contract. The Consultant shall have a duty to notify the Commission immediately of any actual or potential conflicts of interest.
- C. In conjunction with any subcontract under this Contract, the Consultant shall obtain and deliver to the Commission, prior to entering into a subcontract, a Vendor Assurance of No Conflict of Interest or Detrimental Effect form in the form annexed to the RFP as Appendix K, and a Potential Conflict of Interest form in the form annexed to the RFP as Appendix P, each completed and 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 completed and signed Vendor Assurance of No Conflict of Interest or Detrimental Effect form in the form annexed to the RFP as Appendix K, and a Potential Conflict of Interest form in the form annexed to the RFP as Appendix P, for each of its sub-subcontractors prior to entering into a sub-subcontract.
- D. 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.
- E. 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.

IX. 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 or the Board 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 respective 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 from unauthorized access, loss, theft, destruction, and the like 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. The Consultant shall notify the Commission immediately upon becoming aware that Confidential Information is in the possession of or has been disclosed to an unauthorized person or entity.
- F. Upon written request by the Commission or the Board, the Consultant shall return all written Confidential Information to the Commission.

X. RECORDS RETENTION

Other than the specific document retention requirements in section 6.18 "Document retention" within the RFP, records required by this Contract to be retained by the Consultant shall be retained for the periods specified in Appendix A, Standard Clauses for New York State Contracts, attached hereto. Such records may be retained in their original form or in any other reliable and readily retrievable format, at the option of the Consultant.

XI. 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:

Executive Director
New York State Gaming Commission
354 Broadway
Schenectady, NY 12305

B. As to the Consultant:

Steven D. Croxton
Stirling Street Capital Advisors, LLC
327 N. Columbia Street
Covington, LA 70433

XII. LIABILITY AND INDEMNIFICATION

The Consultant shall be responsible for all damages to life and property due to the activities of the Consultant, as well as the activities of the subcontractors (if any), agents or employees of the Consultant in connection with the performance of services under this

Contract. The Consultant's indemnification obligations are outlined in section 5.26 - Indemnification of the RFP, incorporated herein.

XIII. RELATIONSHIP

The relationship of the Consultant to the Commission arising out of this Contract shall be that of an independent contractor. The Consultant, in accordance with the Consultant's status as an independent contractor, agrees that the Consultant will conduct itself consistent with such status, that the Consultant will neither hold itself out as, nor claim to be, an officer, member, or employee of the Commission, the Board, or the State, and that it will not make any claim, demand or application for any right or privilege applicable to an officer, member, 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 or credit. All personnel of the Consultant shall be within the employ of the Consultant only or shall be duly contracted subcontractors of the Consultant, and the Consultant alone shall be responsible for the work of its personnel and the personnel of its subcontractors and sub-subcontractors, the direction thereof, and their compensation. Nothing in this Contract shall impose any liability or duty on the Commission, the Board, or the State on account of any acts, omissions, liabilities or obligations of the Consultant or any person, firm, company, agency, association, corporation, or organization engaged by the Consultant as expert, consultant, independent contractor, specialist, trainee, employee, servant or agent, for taxes of any nature, including, but not limited to, unemployment insurance and workers' compensation insurance, and the Consultant hereby agrees to indemnify and hold harmless the Commission, the Board, and the State against any such liabilities, as well as to defend, indemnify, and hold harmless the Commission, the Board, and the State as required under the RFP.

XIV. 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.

XV. 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 or amendments to the Contract;

- C. Contract;
- D. Clarifications and amendments to the RFP;
- E. RFP; ~~and~~ *SDC 8/28/25* *(M)* *29 August 2025*
- ~~F. the Proposal as accepted by the Commission; and~~ *SDC 8/28/25* *(M)* *29 August 2025*
- ~~G. F. the Proposal.~~ *SDC 8/28/25* *(M)* *29 August 2025*

XVI. 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.
- E. This Contract with its incorporations constitutes 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.
- F. This Contract shall not be changed, modified, or altered in any manner except by an instrument in writing executed by both parties, and, if required by law, approved in writing by the OAG and/or by the OSC.

G. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Contract to be effective as of the day and year first above written.

STIRLING STREET CAPITAL
ADVISORS, LLC

NEW YORK STATE
GAMING COMMISSION

By: [Signature]

By: [Signature]

Title: [Signature]

Title: EXECUTIVE DIRECTOR

Date: 8/21/25

Date: 21 AUGUST 2025

OFFICE OF THE NEW YORK STATE
ATTORNEY GENERAL

OFFICE OF THE NEW YORK STATE
COMPTROLLER

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Acknowledgement Required of the Consultant is on the following page:

Acknowledgement

ACKNOWLEDGEMENT BY INDIVIDUAL

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

Notary Public

ACKNOWLEDGEMENT BY UNINCORPORATED ASSOCIATION

STATE OF Georgia)
) ss.:
COUNTY OF DeKalb)

On this 10th day of August, 2025, before me personally came Steven Croston, to me known and known to me to be the person described in and who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of Stirling Street Capital LLC and that he/she executed the foregoing instrument in the firm name of Stirling Street Capital LLC, and that he/she had authority to sign same, and he/she did duly acknowledge to me that he/she executed the same as the act and deed of said firm of Stirling Street Capital LLC for the uses and purposes mentioned therein.

Donna S. Becht
Notary Public #66212



ACKNOWLEDGEMENT BY CORPORATION

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of _____, in the year 20__, before me personally came _____, to me known, who, being by me duly sworn did depose and say that he/she resides in _____; that he/she is the _____ of the _____, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such a corporate seal, that it was so affixed by the order of the Board of Directors of said corporation, and that he he/she signed his/her name thereto by like order.

Notary Public

G. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Contract to be effective as of the day and year first above written.

STIRLING STREET CAPITAL
ADVISORS, LLC

NEW YORK STATE
GAMING COMMISSION

By: [Signature]

By: [Signature]

Title: [Signature]

Title: EXECUTIVE DIRECTOR

Date: 8/21/25

Date: 21 AUGUST 2025

OFFICE OF THE NEW YORK STATE
ATTORNEY GENERAL

OFFICE OF THE NEW YORK STATE
COMPTROLLER

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED DEPT. OF AUDIT & CONTROL
Oct 31 2025 Priscilla DeLair
FOR THE STATE COMPTROLLER

Acknowledgement Required of the Consultant is on the following page:



October 29, 2025

Steven D. Croxton
Stirling Street Capital Advisors, LLC
327 N. Columbia Street
Covington, LA 70433

Dear Mr. Croxton:

By signature of the parties below, both parties agree to the following revisions to contract GAM01-C202506C-1410000 between the New York State Gaming Commission and Stirling Street Capital Advisors, LLC. for the provision of summaries, comparisons, and comprehensive drafting services.

The first clause, replicated below:

[THIS AGREEMENT made effective the 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 Stirling Street Capital Advisors, LLC, having an office at 327 N. Columbia Street, Covington, Louisiana 70433 (the "Consultant").]

is deleted in its entirety and replaced with the following:

THIS AGREEMENT made effective the 14th day of August 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 Stirling Street Capital Advisors, LLC, having an office at 327 N. Columbia Street, Covington, Louisiana 70433 (the "Consultant").

Paragraph II – TERM replicated below:

[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 Gaming Facility Location 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.]

is deleted in its entirety and replaced with the following:

Upon approval of the Contract by the Office of the New York State Comptroller ("OSC"), the Contract shall be effective for a period of one year from August 14, 2025 (the "Term"). 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.

All other provisions under the contract will remain unchanged.

STIRLING STREET CAPITAL
ADVISORS, LLC.

By: Steven D. Croxton

Title: CEO

Date: October 29, 2025

NEW YORK STATE
GAMING COMMISSION

By: [Signature]

Title: EXECUTIVE DIRECTOR

Date: 30 OCTOBER 2025

COMPTROLLER
Thomas P. DiNapoli

By: _____

Title: _____

Date: _____

APPROVED
DEPT. OF AUDIT & CONTROL

Oct 31 2025
Priscilla DeLair

FOR THE STATE COMPTROLLER

Acknowledgement

ACKNOWLEDGEMENT BY INDIVIDUAL STATE OF NEW YORK)

SS.:
COUNTY OF)

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

Notary Public

ACKNOWLEDGEMENT BY UNINCORPORATED ASSOCIATION STATE OF NEW YORK)

SS.:
COUNTY OF)

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of _____ and that he/she executed the foregoing instrument in the firm name of _____, and that he/she had authority to sign same, and he/she did duly acknowledge to me that he/she executed the same as the act and deed of said firm of _____, for the uses and purposes mentioned therein.

Notary Public

ACKNOWLEDGEMENT BY CORPORATION STATE OF NEW YORK)

SS.: LOUISIANA
COUNTY OF) ST TAMMANY

On this 29th day of October, in the year 2025, before me personally came Steven D. Croxton to me known, who, being by me duly sworn did depose and say that he/she resides in St. Tammany Parish; that he/she is the CEO of the Stirling Street Capital Advisors, LLC, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such a corporate seal, that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

ROBERT A. BARNETT
NOTARY FOR LIFE # 2778

From: [Maggi, Benjamin](#)
To: [Stark, Seth \(GAMING\)](#)
Cc: [Contracting, Officer \(GAMING\)](#); [Contract Approval](#)
Subject: Approved - RE: Resubmission 1 of 3 GAM01-C202506C-1410000 Between NYS Gaming Commission and Stirling Street Capital Advisors, LLC for Gaming Facility Location Board Advisory Services: Lot # 3 - Summaries, Comparisons, and Comprehensive Drafting
Date: Friday, August 29, 2025 2:20:14 PM

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: 8/29/2025 by Benjamin Maggi
Received: 8/29/2025

OAG: CAS please file and enter. "P" Amount: 1,554,115.62

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.

Benjamin L. Maggi
Section Chief
Contract Approval Section
New York State Office of the Attorney General
Contract Approval Section
The Capitol, Albany, NY 12224

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: Stark, Seth (GAMING) <Seth.Stark@gaming.ny.gov>
Sent: Friday, August 29, 2025 11:45 AM
To: Maggi, Benjamin <Benjamin.Maggi@ag.ny.gov>
Cc: Contracting, Officer (GAMING) <Officer.Contracting@gaming.ny.gov>; Contract Approval <contractapproval@ag.ny.gov>
Subject: Resubmission 1 of 3 GAM01-C202506C-1410000 Between NYS Gaming Commission and Stirling Street Capital Advisors, LLC for Gaming Facility Location Board Advisory Services: Lot # 3 - Summaries, Comparisons, and Comprehensive Drafting

[EXTERNAL]