

## CONSULTANT CONTRACT

This agreement for contract lobbying services ("Agreement") is between Patrick B. Jenkins & Associates (including its members, partners, associates, affiliated counsel, employee and agents, collectively referred to as "Consultant") and Major League Baseball ("MLB") and the National Basketball Association ("NBA" and collectively, the "Client") as of February 5, 2018 (the "Effective Date"). Consultant agrees to provide lobbying and consulting services ("Services") for Client in the State of New York ("State").

**Scope of Association:** Consultant agrees to represent Client on matters relating to sports betting before the state legislature, Governor's Office, and state government agencies.

1. **Term:** This Agreement shall commence on the Effective Date and continue through December 31, 2018.

**Compensation:** Client shall pay Consultant a monthly fee of Eight Thousand Dollars (\$8,000) per month during the Term.

Consultant shall invoice Client on a monthly basis by sending two invoices - one to MLB for half of the monthly fee and half of other expenses that are reimbursable under this agreement, and one to the NBA for half of the monthly fee and half of other expenses.

2. **Compliance:** Consultant agrees to comply with all applicable laws, rules and regulations. Consultant represents and warrants to Client that (i) it has obtained all licenses, permits, and/or approvals necessary for the performance of the services, and (ii) the provision of the Services under this Agreement is not a violation of any such licenses, permits, or approvals or in violation of any applicable law or regulation.

Consultant shall ensure compliance with all legally required reports related to the Services, including without limitation the Consultant shall timely file reports that are required to be filed by Client directly, unless explicitly prohibited from doing so by applicable law.

3. **Confidential Information:** Consultant shall preserve in strict confidence any information it obtains from or through the Client in connection with the performance of this Agreement. This obligation of confidence shall not apply to: (i) information that is known to Consultant prior to obtaining it from the Client; (ii) information that is obtained by Consultant from a third party who did not receive it directly or indirectly from the Client; and (iii) information required by subpoena. This provision shall remain in force notwithstanding termination of the Agreement.
4. **Contract Termination:** This Agreement can be terminated by any party for any reason upon 30 days' notice to the other parties.
5. **Independent Contractor:** The relationship between Client and Consultant intended to be created by this Agreement is that of client and independent contractor, and

nothing herein contained shall be construed as creating a relationship of employer and employee or principal and agent between them. Consultant shall neither act nor make any representation that it is authorized to act as an employee, agent, or officer of Client. Neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other party.

6. **Entire Agreement.** This Agreement is the entire agreement between the Parties with respect to its subject matter, and it supersedes all prior agreements, representations and understandings, whether express or implied and whether oral or written.
7. **Governing Law.** This Agreement will be governed by the laws of the State of New York without regard to its conflicts of law provisions or any other provision of law that would allow for or mandate the application of the substantive laws of any jurisdiction other than those of the State of New York.

**Execution:** IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized agents on the date(s) written below. This Agreement shall not be binding until it is signed by Client and Consultant.

**PATRICK B. JENKINS & ASSOCIATES**

Signature: *Patrick B. Jenkins*  
Name: Patrick B. Jenkins  
Title: President  
Date: February 12, 2018

**MAJOR LEAGUE BASEBALL**

Signature: *Morgan Sword*  
Name: Morgan Sword  
Title: SVP, League Economics & Strategy  
Date: 2/2/2018

**NATIONAL BASKETBALL ASSOCIATION**

Signature: *[Signature]*  
Name: DAN SPILLANE  
Title: SVP & ASST GC  
Date: 2/3/18