Envelope ID - c472c779-8450-4f6d-ac45-7c2b445bbfa9

February 1, 2025

LANNISTER CAPITAL LLC
Sammy Lazoja, MBR
516 Industrial Loop, Ste 1D
Staten Island, NY 10309

Dear Sammy:

Borelli, LLC d/b/a Chartwell Strategy Group – New York (the Consultant) appreciates the opportunity to represent Lannister Capital LLC (the Client) before all relevant city and state agencies. Please consider this document our formal Letter of Agreement (Agreement) for government relation services.

1. **Term.** The Consultant has been retained by the Client to lobby the executive branch of the City of New York, in addition to relevant government agencies outside of New York as directed by the client. This Agreement commences on February 1, 2025 and concludes on January 31, 2026.

**2) Services.** The Consultant will be responsible for assisting the Client in any and all matters which may affect the Client's interests at the legislative, executive, and administrative levels of government. The Consultant will provide the Client with a full range of **government relations and business development services** as they relate to **all business matters associated with Lannister Capital LLC, Lannister Group LLC, or any affiliated partners**. This includes:

- Assistance on **municipal government processes**
- Periodic reports on various issues of interest
- Participation in **strategic planning sessions**
- Direct **lobbying services** (if needed)
- Assistance in drafting **testimony and position papers**
- Research and any other activities that the parties **mutually agree upon** to pursue the Client's objectives

| _____ | _____ |
|---|---|
| Consultant Initial | Client Initial |

eSigned on LegalZoom 47.230.46.97 19:53:31 GMT Feb 05, 2025



eSigned on LegalZoom 98.113.213.108 19:41:57 GMT Feb 05, 2025

3. **Compensation and Expenses.** The Consultant's fee for the services described above is $36,000.00 per annum, payable in monthly installments of $3,000.00, with the first payment due upon signing of this agreement with subsequent payments due on the first day of each month during the term of this Agreement. The Consultant will not charge the Client for usual and anticipated facsimile, telephone, copying, mailing or in-state travel expenses. The Consultant may seek reimbursement for third party out-of-pocket expenses, which are expressly pre-approved by the Client and properly invoiced.

4. **Ethics Registration.** The Consultant will be responsible for preparing the filings for the Commission on Ethics and Lobbying in Government and the New York City Clerk, and will submit filings to the appropriate offices upon the Client's approval. The Client will be responsible for any necessary registration fees with the applicable agencies.

5. **Confidentiality.** The Consultant agrees to maintain in strictest confidence all information disclosed by the Client in matters described in paragraph 2 or otherwise concerning the Client, its customers, strategies, products or business unless otherwise compelled by law. Such confidential and proprietary information will be used by the Consultant solely in connection with the performance of services for the Client under this Agreement.

6. **Collection Action.** If payment of the Consultant's invoices is not timely paid and collection action is undertaken, the Client agrees to be responsible for all necessary costs of collection, including reasonable attorneys' fees and litigation costs, including expert witness fees.

7. **Governing Law.** This Agreement will be governed by the laws of the State of New York. Venue and jurisdiction of any dispute involving this Agreement will exist exclusively in the state and federal courts located in the State of New York.

8. **Severability.** If any term, provision, covenant or condition of this Agreement or any application thereof shall be held by a court of competent jurisdiction to be invalid, void or unenforceable by any rules of law or public policy or otherwise, all provisions, covenants and conditions of this Agreement not held invalid, void or unenforceable shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

eSigned on LegalZoom 47.230.46.97 19:53:31 GMT Feb 05, 2025

Consultant Initial

eSigned on LegalZoom 98.113.213.108 SAMMY LA2049 19:41:57 GMT Feb 05, 2025

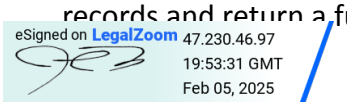
Client Initial



9. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto for government relation services and it may

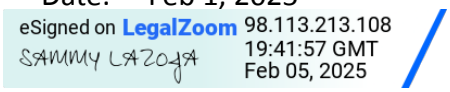
not be modified, and no provision may be waived except by a subsequent written agreement between the parties hereto.

If the Agreement set forth above meets with your approval, please initial pages 1 and 2 as well as sign and date below. Please retain a copy for your records and return a fully executed copy to Chartwell NY.




_____

Joseph Borelli
Chartwell NY
Date: Feb 1, 2025




_____

Sammy Lazoja
Lannister Capital
Date: _____