

BALLY'S Corporation
100 Westminster Street
Providence, Rhode Island 02903

Ward Strategies
Attn: Peter Ward

Re: BALLY'S Corporation

This letter will confirm our agreement whereby you, on behalf of Ward Strategies LLC ("Consultant"), will provide representation to BALLY'S Corporation (the "Client") before the State government, the New York State Gaming Commission, the Executive, and the New York State Legislature, effective March 1, 2021 until February 28, 2022 ("Consulting Period"). The services within the scope of this agreement shall include but are not limited to: advocacy and strategy as well as legislative and agency activities and other relevant areas of interest identified by the Client (collectively, the "Services").

The fee for these services shall be a flat fee of \$5,000 (five thousand) dollars per month ("Monthly Consulting Fee"), which shall be inclusive of all of Consultant's expenses related to the Services including any entertainment, travel, and administrative expenses. Client shall not be responsible for any fees other than the above listed flat fee with no markup and no separate reimbursable fees. The signed retainer shall be returned to Client at c/o 110-00 Rockaway Blvd., Jamaica, NY 11420. Payments shall be made payable to Ward Strategies LLC.

Either party may terminate this Agreement in the event of a material default at any time upon written notice to the other party, provided that if such breach is reasonably curable, specific written notice of such breach shall be provided and the termination shall be effective if the breach is not cured within ten (10) days of receipt of such notice ("Termination for Cause").

Consultant shall hold all information received by it and all work performed by it under this agreement in strict confidence, subject to Consultant's right to disclose any such information as may be required by governmental or legal authorities. If access to any of the materials in possession relating to this engagement is sought by a third party, Consultant will promptly notify Client of such action, and tender to Client the Consultant's defense responding to such request and cooperate with Client concerning the Consultant's response thereto.

All working papers, records, or other documents, regardless of their nature and the source from which they emanate, shall be held by Consultant for Client's convenience and subject to Client's

unqualified right to instruct Consultant with respect to possession and control. Working papers prepared by Consultant on behalf of Client, or under Client's direction, belong to Client exclusively. Consultant will immediately return all documents, records and working papers to Client at its request. As part of the agreement to provide the services hereunder, Consultant will immediately notify Client of the happening of any one of the following events: (a) a request by anyone to examine, inspect or copy such documents or records; (b) any attempt to serve, or the actual service of any court order, subpoena or summons upon Consultant which requires the production of any such documents or records.

In accordance with the New York State Lobbying Act, Ward Strategies LLC is required to register with the New York State Joint Commission on Public Ethics. As a client retaining a lobbyist, Client will be required to file Client Semi-Annual Reports with the New York State Joint Commission on Public Ethics at the required times. While Consultant will provide Client with direction and guidance on the Client Semi-Annual Reports, it will be the responsibility of Client to file said reports in accordance with the dates indicated above.

If the terms of this retainer are acceptable, please sign where indicated and return the original to Client. A copy will be filed with the New York State Joint Commission on Public Ethics by Consultant.

BALLY'S Corporation
100 Westminster Street
Providence, Rhode Island 02903

By: 

Marc A. Crisafulli
EVP, Strategy & Operations

Accepted:

WARD STRATEGIES

By: 

Peter Ward