

## Exhibit IX.B.2.a – Agreements with impacted entertainment venues

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*Submit as Exhibit IX. B.2.a. copies of any and all contracts, agreements, MOUs or other understandings with live entertainment venues that may be impacted by the Gaming Facility. Contracts, agreements, MOUs and understandings shall include terms and conditions governing cross marketing, coordination of performance schedules, booking of performers, arrangements or agreements with promoters, promotions and ticket prices. Also explain how the Gaming Facility intends to actively support the mission and operation of impacted live entertainment venues including any minimum dollar commitments and/or special efforts the Applicant will make to promote live entertainment venues*

Capital View Casino & Resort has entered into agreements with multiple impacted entertainment venues in the Capital Region as evidenced in the following attachments. These include the Times Union Center, The Palace, Park Playhouse, Albany Symphony Orchestra, and Albany Institute of Art and History. Offers with Troy Music Hall and The Egg remain open for their acceptance until such time as the Capital Region license is awarded.

The agreements vary based upon the individual venue and address a wide range of items including capital funding, long-term sponsorships, cross-marketing campaigns and Capital View Casino & Resort's production of events at their venues. The financial contributions in each are substantial and designed to ensure that the arts remain a vital component of our community for many years to come.

We believe that our individual venue agreements combined with the elimination of our showroom during the course of our negotiations more than fulfills the request of the RFA to enter into agreements to mitigate any potential impact on local entertainment venues.





# CAPITAL VIEW

## CASINO & RESORT

*Collaborative Agreement*  
*With*  
**CAPITAL VIEW CASINO & RESORT, LLC**  
*For the*  
**TIMES UNION CENTER – ALBANY, NY**

In consideration of annual cash compensation and other consideration as described herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, paid to SMG, dba Times Union Center ("Times Union Center"), from "Capital View Casino & Resort, LLC" or other name tbd, hereinafter referred to as "CVCR", and pending CVCR receiving an award to build and operate a casino resort pursuant to a proposal submitted by CVCR to the State of New York, SMG dba Times Union Center, 51 South Pearl Street, Albany NY 12207, as agent for Albany County, agrees to provide the following promotional considerations during the term of this Agreement.

**I. CVCR TO RECEIVE THE FOLLOWING ADVERTISING & MISC. BENEFITS:**

**1. SIENA COLLEGE MEN'S BASKETBALL BENEFITS:**

(Note – the benefits listed below will be provided as long as Siena College men's basketball team plays their regular season games in the Times Union Center)

**Season Tickets** – Twenty (20) season tickets for all regular season games.

**LED Ribbon Boards** – One (1) :10 LED ribbon board exposure to run in a continuous rotation with other advertisers and upcoming events at all Siena Men's Basketball games presented at the Times Union Center.

**Video Commercial** - One (1) :30 video commercial to be displayed on the Arena's center-hung scoreboard at all Siena Men's Basketball games, which will be shown frequently within a loop of video spots at each Siena game. Commercial in appropriate format to be provided by CVCR.

**NOTE: IF FOR ANY REASON IN THE FUTURE THE SIENA MEN'S BASKETBALL TEAM SHOULD ELECT TO DISCONTINUE PLAYING THEIR GAMES IN ALBANY, IT IS UNDERSTOOD THAT THIS AGREEMENT SHALL REMAIN IN FORCE AND CVCR WILL BE ENTITLED TO REDUCE THE ANNUAL PAYABLE FEE DOWN BY \$25,000.**

## **2. ADVERTISING AND BENEFITS PROVIDED BY TIMES UNION CENTER:**

**Tickets** – Right to purchase up to One Hundred (100) tickets in good locations for all other events presented at the Times Union Center including: the MAAC Basketball Tournament, all other non-team sports events such as Harlem Globetrotters, NY State High School Basketball and Wrestling Championships, Monster Truck and Arenacross events, all concerts, family shows (such as Ringling Circus, Cirque Du Soleil, Disney on Ice, Disney Live, Marvel Universe Live and others), and all other ticketed events that are presented at the Times Union Center during the term of this Agreement. Exception: There might be limitations as to the available number of seats that can be purchased for NCAA Championship events that could be below the number used above.

### **IN-ARENA SIGNS –**

Two (2) back-lighted parapet signs 3' high x 10' wide located above the suites inside the arena will be available for use by CVCR. CVCR will produce the advertising panels that will be displayed in these advertising units at its own expense.

Note: Once the lighting goes dark for the start of events (not including sports events), the sign units will go dark. In addition, the Times Union Center reserves the right to cover the sign units for NCAA Championship events, which is required within the NCAA Agreements.

**LED Ribbon Boards** – One (1) LED ribbon board exposure to run in a continuous rotation with other advertisers prior to the start of all concerts and family shows as well as special events.

**Banner Ads On Email Blasts** – CVCR will receive the right to have a banner ad to advertise the casino resort on email blasts that announce future events – Two (2) times per month during the term of this Agreement. The location of these banner ads on the emails sent out is located at the bottom of the show image related to the future event being announced. A link to the casino website can be placed on these banner ads. There are over 138,000 opt-in email addresses that are sent email blasts regularly.

**On-site Promotional Booths At Arena** – CVCR will have the ability to place a portable booth 10' x 10' on the concourse at the Times Union Center for up to six (6) mutually acceptable events presented at the Times Union Center annually. EGCG will be responsible for supplying all booth related displays, materials and promotional giveaway items at its expense. All promotional giveaway items are subject to approval by the Times Union Center.

### **ADS FOR CASINO ON OUTDOOR MARQUEES FACING I-787 EMPIRE STATE PLAZA RAMP**

CVCR will be entitled to have advertisements with logo and graphics run within the loop of messages and ads on the outdoor marquee at the top Southwest corner of the TU Center that faces the ramp leading from I-787 to the Empire State Plaza where over 40,000 vehicles pass by DAILY.

**3. OPTION TO LEASE FIRST AVAILABLE CORPORATE SUITE:**

CVCR will be first on the waiting list for a corporate suite located within the Times Union Center. At its option, CVCR will have the right to lease a suite or a half of a suite (should one become available). At the time of execution of this Agreement all of the corporate suites are taken and there are no open suites available. The lease terms will be based on the same lease terms as the rest of the suite contracts. They include a 3-year term with payments of \$48,500 annually (\$24,250 annually for ½ of a suite). Sixteen (16) complimentary tickets for the suite will be provided to CVCR once the lease for a full suite is signed for all events presented during the lease term at the TU Center, except NCAA Championship events, which will be available with tickets priced at face value prices to the public. In a case where ½ of a suite opens up, then CVCR would share the suite with another company and (8) eight tickets for all events would be distributed to CVCR while the other company would receive the same number. If CVCR exercises its option to lease a suite that might become open, the annual payments would be paid over and above the annual fee that is payable pursuant to Paragraph II below.

**II. SPONSORSHIP FEE TO BE PAID BY CVCR:**

In consideration of the advertising and miscellaneous benefits to be provided to CVCR under the terms of this Agreement, CVCR shall make six annual payments to the Times Union Center during the Term of this Agreement in the sum of One Hundred and Fifty Thousand and 00/100 (\$150,000) Dollars payable on the opening date of CVCR and on each annual anniversary date thereafter.

**III. TERM:**

The term of this Agreement ("Term") will be for six (6) years, commencing on the opening date of CVCR.

Upon awarding of the casino license, CVCR and the Times Union Center may negotiate and enter into a more detailed Agreement consistent with the terms listed above.

**IV. LIMITATION ON LIVE PERFORMANCE FACILITIES:**

As part of the CVCR Casino Project proposed, political leaders and residents in the Albany area have been told that CVCR has plans to build an entertainment venue(s) within the casino resort with a capacity of no more than 1,000 seats. In addition, CVCR intends to work closely with the Times Union Center, an impacted existing entertainment facility in the Capital Region, to collaboratively assist one-another with bookings and scheduling of events to help each other maximize success. It is understood that CVCR will use best efforts to ensure its operator and event booking personnel will communicate regularly with the Times Union Center to prevent similar shows that draw similar audiences from being booked too close together, which would cause harm to the Times Union Center. In addition, CVCR will not impose any restrictions or mileage clauses within deals made with

artists or shows at the time of such bookings that would prevent the Times Union Center from potentially booking the same artist after six months of the scheduled performance at the CVCR casino venue.

**V. JURISDICTION:**

This is made and shall comply with all laws in the State of New York and all legal matters or claims will be presented in a court in Albany County, NY.

**VI. NOTICES:**

All notices of any kind will be delivered to the parties as set forth below:

To: SMG/Times Union Center  
Attn: Robert Belber  
General Manager  
51 South Pearl Street  
Albany, NY 12207

To: Capital View Casino & Resort  
Saratoga Casino and Raceway  
Attn: James Featherstonhaugh  
Secretary and Chief Legal Officer  
PO Box 356  
Saratoga Springs, NY 12866


**VI. Miscellaneous:**

(a) The parties agree that this is a non-exclusory agreement. The Times Union Center may enter into an agreement with another entity competing for a casino license in the State without violating the terms of this Agreement, regardless, without limitation, of terms, conditions or duration.


(b) This Agreement may only be modified by a further written agreement executed by all parties.

The parties have set their hands and agreed to the terms and conditions of this as shown below.

**CAPITAL VIEW CASINO & RESORT, LLC**

  
Name: James Featherstone  
Title: member  
Date: 6/21/14

**SMG (TIMES UNION CENTER)**

  
Name: Robert H. Belber  
Title: General Manager  
Date: 6/21/14



# CAPITAL VIEW

## CASINO & RESORT

Letter of Intent  
With  
CAPITAL VIEW CASINO & RESORT, LLC  
For the  
PALACE THEATRE – ALBANY, NY

In consideration of annual cash compensation and other consideration as described herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, paid to The Palace Performing Arts Center, Inc. ("The Palace Theatre"), from "Capital View Casino & Resort, LLC", hereinafter referred to as "CVCR", and pending CVCR receiving an award to build and operate a casino resort pursuant to a proposal submitted by CVCR to the State of New York, The Palace Theatre, agrees to the following during the term of this Agreement.

**I. CVCR TO PROVIDE:**

**1. \$100,000 ANNUAL SPONSORSHIP**

In consideration of the impact of the CVCR gaming facility on The Palace Theatre, CVCR agrees to make an annual sponsorship investment in The Palace Theatre in the sum of \$100,000. The initial such payment will be due and payable in full within thirty (30) days of opening of the gaming facility to the public by CVCR and continue annually thereafter on such date for a total of six annual payments.

**2. \$150,000 LEAD CAPITAL INVESTMENT :**

(a) In recognition of the need of The Palace Theatre to achieve certain capital improvements by the opening of the CVCR, CVCR will make a one time payment of \$150,000 to The Palace Theatre within ninety (90) days of the award of the gaming license to CVCR. This one time investment will be made toward The Palace Theatre Capital Campaign.

(b) In further consideration of The Palace Theatre Capital Campaign, and as an inducement to The Palace Theatre to enter into this Agreement, James Featherstonhaugh will actively serve on the The Palace Theatre Capital Campaign Committee for the initial Term of this Agreement. CVCR recognizes and agrees that Mr. Featherstonhaugh is a "key" person for purposes of the committee. After the initial Term of this Agreement, CVCR will nominate a replacement for Mr. Featherstonhaugh so that CVCR will always be actively supporting the The Palace Theatre Capital Campaign.

**3. CROSS MARKETING PARTNERSHIP BENEFITS:**

**Discounted Ticket Marketing Opportunity** – The Palace Theatre will have the ability to provide discounted offers to employees and guests of CVCR. These discounted offers will be marketed by CVCR to guests and employees as mutually agreed upon for each performance. Discounted values will be absorbed by The Palace Theatre or performance producers.

**Players Club Marketing Opportunity** – CVCR will market the all Players Club members the opportunity to redeem earned Players Club loyalty points for tickets to performances at The Palace Theatre. CVCR will reimburse The Palace Theatre for all tickets purchased in this manner at full retail value.

**Onsite Marketing** – CVCR will provide marketing inclusion for The Palace Theatre as a Premier Partner, and for performances held at The Palace Theatre, to guests through CVCR website, marketing materials in guest hotel rooms and additional means as mutually agreed upon. These options may include, but are not limited to, eblasts, social media promotions and onsite signage.

**4. OFF SITE EVENTS HOSTED AT THE PALACE THEATRE:**

**Grand Opening Celebration Event** – CVCR will host an event with live entertainment to be determined at The Palace Theatre during its grand opening celebration events. The event will be funded and promoted by CVCR and will include cross marketing opportunities for The Palace Theatre.

**5. LIMITATION ON LIVE PERFORMANCE FACILITIES:**

CVCR agrees to limit the size of any live entertainment venue(s) built on the East Greenbush property to those with a total capacity of less than 1,000 seats.

**6. TALENT BOOKING:**

If CVCR decides to begin booking name artists at the casino site, then a booking arrangement where those artists that are financially lucrative to The Palace are identified and booked at The Palace and the casino venue on opposite years. Additionally, the casino entertainment venue will not have the ability to lock an artist out of the remaining venues in the Capital Region for a defined period of time before or after a casino performance.

**7. CVCR ADVERTISING:**

Paid advertising placed by CVCR to include the promotion of Palace shows in radio spots, television spots and print ads when promoting Players Club member benefits such as 'Players Club members get access to great Palace Theatre shows such as Jerry Seinfeld on (show date)', etc.



**8. PALACE THEATRE MEMBER BENEFITS:**

CVCR to offer Palace Theatre members special offers including discount offers, invitations to special events and other benefits as available.

**II. THE PALACE THEATRE TO PROVIDE:**

**SPONSORSHIP BENEFITS:**

Prominently displayed signage and other benefits as mutually agreed upon. Benefits may include, but are not limited to, banner ads on website, eblasts, onsite signage, banner ad on website, tickets to performances, ability to purchase tickets in premier locations and designation as Lead Capital Investment Partner.

**III. TERM:**

The term of this Agreement ("Term") will be for six (6) years, commencing on the opening date of CVCR, except that the Capital Investment Payment (described above) will be due as described. Upon awarding of the casino license, or at the end of the Term as the case may be, CVCR and The Palace Theatre may negotiate and enter into a more detailed agreement consistent with the terms listed above.

**IV. JURISDICTION:**

This Agreement is made and shall comply with all laws in the State of New York and all legal matters or claims will be made in a court in Albany County, NY.

**V. NOTICES:**

All notices of any kind will be delivered to the parties as set forth below:

To: The Palace Theatre  
Attn: Holly Brown  
Executive Director  
19 Clinton Avenue  
Albany, NY 12207

To: Capital View Casino & Resort  
Saratoga Casino and Raceway  
James Featherstonhaugh  
PO Box 342  
Saratoga Springs, NY 12866

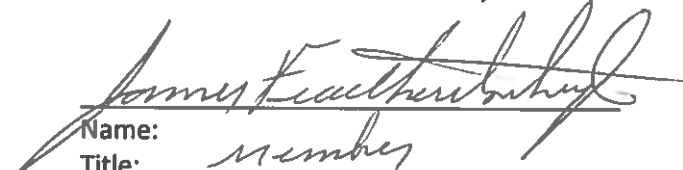
**VI. Miscellaneous:**

(a) The parties agree that this is a non-exclusory Agreement. The Palace Theatre may enter into an agreement with another entity competing for a casino license in the State without violating the terms of this Agreement, regardless, without limitation, of terms, conditions or duration.

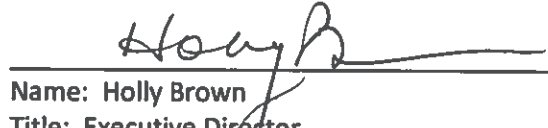
(b) This Agreement may only be modified by a further written agreement executed by all parties.

The parties have set their hands and agreed to the terms and conditions of this Agreement as shown below.

**CAPITAL VIEW CASINO & RESORT, LLC**

  
Name: \_\_\_\_\_  
Title: *member*  
Date: *6/20/14*

**THE PALACE THEATRE**

  
Name: Holly Brown  
Title: Executive Director  
Date: *6/20/14*

**Letter of Intent  
With  
CAPITAL VIEW CASINO & RESORT  
For  
PARK PLAYHOUSE**

In consideration of annual cash compensation and other consideration as described herein from “Capital View Casino & Resort, LLC”, hereinafter referred to as “CVCR”, and pending CVCR receiving an award to build and operate a casino resort pursuant to a proposal submitted by CVCR to the State of New York, Park Playhouse, agrees to the following during the term of this agreement.

**I. CVCR TO PROVIDE:**

**1. \$15,000 ANNUAL EMERALD LEVEL SPONSORSHIP**

**2. CROSS MARKETING PARTNERSHIP BENEFITS:**

**Discounted Ticket Marketing Opportunity** – Park Playhouse will have the ability to provide discounted offers to employees and guests of CVCR. These discounted offers will be marketed by CVCR to guests and employees as mutually agreed upon for each performance. Discounted values will be absorbed by Park Playhouse.

**Players Club Marketing Opportunity** – CVCR will market to all Players Club members the opportunity to redeem earned Players Club loyalty points for tickets to performances at Park Playhouse. CVCR will reimburse Park Playhouse for all tickets purchased in this manner at full retail value.

**Onsite Marketing** – CVCR will provide marketing inclusion for Park Playhouse as a Premier Partner, and for performances held at Park Playhouse, to guests through CVCR website, marketing materials in guest hotel rooms and additional means as mutually agreed upon. These options may include, but are not limited to, eblasts, social media promotions and onsite signage.

**II. PARK PLAYHOUSE TO PROVIDE:**

**1. SPONSORSHIP BENEFITS:**

**Exclusive performance night.** One (1) exclusive performance night in CVCR honor each year. Benefits to include 150 seats in reserved seating section and acknowledgement during pre-show curtain speech. Park Playhouse will also host an intermission desert reception for CVCR guests on the Lakehouse patio during CVCR night of honor.

**Park Playhouse Gala.** CVCR to receive six (6) tickets per year to both the annual Park Playhouse Gala & the opening receptions for each summer show.

**Presenting Sponsor acknowledgement.** Acknowledgement as an exclusive presenting sponsor for one of the major productions or programs each year, with significant attachment to all media assets and marketing collateral associated with that show or program.

**Playbill advertising.** One (1) full page ad in Park Playhouse Playbills throughout each season, distributed to thousands of audience members. CVCR recognition in Sponsor Page of Playbills throughout each season and CVCR logo inclusion on Park Playhouse website.

**Logo inclusion.** CVCR logo inclusion in all print and television advertising, and CVCR name mentioned in all radio spots, throughout each summer season.

**Banner placement.** CVCR banners prominently displayed at the theatre, and CVCR name listed on sponsor signage in amphitheater throughout each summer season.

**III.** **TERM:** The term of this agreement will be for a period of 5 Years, commencing on opening date of Capital View Casino & Resort.

**TERM** – The term of this agreement will be for Five (5) years, commencing on opening date of Capital View Casino & Resort. It is agreed that this agreement will only be valid if the Capital View Casino & Resort development proposal submitted by CVCR is accepted by New York State.

Upon awarding of the casino license, CVCR and Park Playhouse will negotiate and enter into a detailed agreement as per the terms listed above.

**IV.** **JURISDICTION:**

This agreement is made and shall comply with all laws in the State of New York and all legal matters or claims will be presented in a court in Albany County, NY.

**V.** **NOTICES:**

All notices of any kind will be delivered to the parties as set forth below:

To: Park Playhouse  
Owen Smith  
Producing Artistic Director  
P.O. Box 525  
Albany, NY 12201



**Letter of Intent  
With  
CAPITAL VIEW CASINO & RESORT  
For  
ALBANY INSTITUTE OF HISTORY & ART**

In consideration of annual cash compensation and other consideration as described herein from "Capital View Casino & Resort, LLC", hereinafter referred to as "CVCR", and pending CVCR receiving an award to build and operate a casino resort pursuant to a proposal submitted by CVCR to the State of New York, Albany Institute of History & Art, hereinafter referred to as "AIHA", agrees to the following during the term of this agreement.

**I. CVCR TO PROVIDE:**

**1. \$15,000 ANNUAL SPONSORSHIP**

**2. CROSS MARKETING PARTNERSHIP BENEFITS:**

**Discounted Ticket Marketing Opportunity** – AIHA will have the ability to provide discounted general admission offers to employees and guests of CVCR. These discounted offers will be marketed by CVCR to guests and employees as mutually agreed upon. Discounted values will be absorbed by AIHA.

**Players Club Marketing Opportunity** – CVCR will market to all Players Club members the opportunity to redeem earned Players Club loyalty points for tickets to programs or exhibitions at AIHA. CVCR will reimburse AIHA for all tickets purchased in this manner at full retail value.

**Onsite Marketing** – CVCR will provide marketing inclusion for AIHA as a Premier Partner, and for programs and exhibitions held at AIHA, to guests through CVCR website, marketing materials in guest hotel rooms and additional means as mutually agreed upon. These options may include, but are not limited to, eblasts, social media promotions and onsite signage.

**II. AIHA TO PROVIDE:**

**1. SPONSORSHIP BENEFITS:**

**Prominently displayed signage and other benefits as mutually agreed upon.** Benefits may include, but are not limited to, banner ads on website, eblasts, onsite signage, banner ad on website, and tickets to events. All such benefits will be based upon existing corporate recognition for AIHA sponsors of this level.

**III. TERM** – The term of this agreement will be for Five (5) years, commencing on opening date of Capital View Casino & Resort. It is agreed that this agreement will only be valid if the Capital View Casino & Resort development proposal submitted by CVCR is accepted by New York State.

Upon awarding of the casino license, CVCR and AIHA will negotiate and enter into a detailed agreement as per the terms listed above.

**IV. JURISDICTION:**

This agreement is made and shall comply with all laws in the State of New York and all legal matters or claims will be presented in a court in Albany County, NY.

**V. NOTICES:**

All notices of any kind will be delivered to the parties as set forth below:

To: Albany Institute of History & Art  
Tammis Groft  
Executive Director  
125 Washington Avenue  
Albany, NY 12210

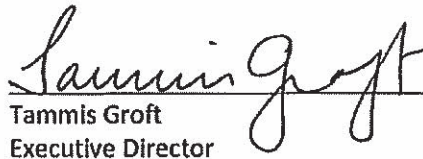
To: Capital View Casino & Resort  
Saratoga Casino and Raceway  
James Featherstonhaugh  
PO Box 342  
Saratoga Springs, NY 12866

The parties have set their hands and agreed to the terms and conditions of this Agreement as shown below.

**CAPITAL VIEW CASINO & RESORT**

**ALBANY INSTITUTE OF HISTORY & ART**

  
Name: James D. Featherstonhaugh Date: 6/20/14  
Title: Member

 6/20/2014  
Tammis Groft Date  
Executive Director



**Letter of Intent  
With  
CAPITAL VIEW CASINO & RESORT  
For  
ALBANY SYMPHONY**

In consideration of annual cash compensation and other consideration as described herein from "Capital View Casino & Resort" hereinafter referred to as "CVCR", and pending CVCR receiving an award to build and operate a casino resort pursuant to a proposal submitted by CVCR to the State of New York, Albany Symphony, agrees to the following during the term of this agreement.

**I. EGCG TO PROVIDE:**

**1. \$50,000 ANNUAL SPONSORSHIP**

**2. CROSS MARKETING PARTNERSHIP BENEFITS:**

**Discounted Ticket Marketing Opportunity** – Albany Symphony will have the ability to provide discounted offers to employees and guests of CVCR. These discounted offers will be marketed by CVCR to guests and employees as mutually agreed upon for each performance. Discounted values will be absorbed by Albany Symphony.

**Players Club Marketing Opportunity** – CVCR will market the all Players Club members the opportunity to redeem earned Players Club loyalty points for tickets to performances by Albany Symphony. CVCR will reimburse Albany Symphony for all tickets purchased in this manner at full retail value.

**Onsite Marketing** – CVCR will provide marketing inclusion for Albany Symphony as a Premier Partner, and for performances held at The Palace Theatre or Troy Savings Bank Music Hall, to guests through CVCR website, marketing materials in guest hotel rooms and additional means as mutually agreed upon. These options may include, but are not limited to, eblasts, social media promotions and onsite signage.

**II. ALBANY SYMPHONY TO PROVIDE:**

**1. SPONSORSHIP BENEFITS:**

**Prominently displayed signage and other benefits as mutually agreed upon.** Benefits may include, but are not limited to, banner ads on website, eblasts, onsite signage, banner ad on website, and tickets to performances.



**III. TERM: The term of this agreement will be for a period of 10 Years from the opening of Capital View Casino & Resort**

**TERM** – The term of this agreement will be for Ten (10) years, commencing on the opening of Capital View Casino & Resort. It is agreed that this agreement will only be valid if the Capital View Casino resort development proposal submitted by CVCR is accepted by New York State.

Upon awarding of the casino license, CVCR and Albany Symphony will negotiate and enter into a detailed agreement as per the terms listed above.

**IV. JURISDICTION:**

This agreement is made and shall comply with all laws in the State of New York and all legal matters or claims will be presented in a court in Albany County, NY.

**V. NOTICES:**


All notices of any kind will be delivered to the parties as set forth below:

To: Albany Symphony  
Attn: Lawrence J. Fried  
Executive Director  
19 Clinton Avenue  
Albany, NY 12207

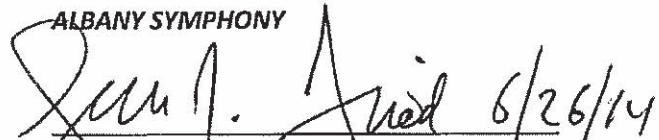
To: Capital View Casino & Resort  
Saratoga Casino and Raceway  
James Featherstonhaugh  
PO Box 342  
Saratoga Springs, NY 12866

The parties have set their hands and agreed to the terms and conditions of this Agreement as shown below.

**CAPITAL VIEW CASINO & RESORT**

  
Name: James Featherstonhaugh  
Title: Member  
Date: 6/26/14

**ALBANY SYMPHONY**

  
Lawrence J. Fried  
Executive Director  
Date: 6/26/14