

Exhibit IX.B.2.b – Declined Agreements

Submit as Exhibit IX.B.2.b. the identity of any entertainment venue that requested an agreement which the Applicant declined. Explain the reason for the declination, and describe the nature of the discussions or negotiations the Applicant had with the entertainment venue. Include any materials or statements from the venue that requested the agreement as to why it merited treatment as an impacted live entertainment venue.

Capital View Casino & Resort has entered into agreements with multiple impacted entertainment venues in the Capital Region as evidenced in Exhibit IX.B.2.a. These include the Times Union Center, The Palace, Park Playhouse, Albany Symphony Orchestra, and Albany Institute of Art and History. Additional negotiations have been undertaken with The Egg and Troy Music Hall.

The only organizations requesting an agreement that were declined were “Upstate Theatre Coalition for a Fairgame, LLC” and Troy Savings Bank Music Hall. In the course of our negotiations with local venues, we were approached by Fairgame which, although not a venue, asked us to enter into the attached agreement with them. Paragraph numbered 1) of the attached draft Memorandum of Understanding appears to be an invitation to enter into an agreement for restraint of trade and so we have declined and elected to follow the instructions of the RFA.

Additionally, during the course of our negotiations with both Fairgame and the individual impacted venues, we eliminated our showroom and elected instead to offer entertainment in a more limited manner in our multi-use space. As described in Exhibit VIII.C.9.a., the capacity in our venue will be only one half the size requested by Fairgame.

Our negotiations with Troy Music Hall have been ongoing since May 9, 2014. After numerous discussions, the attached LOI was presented to them for approval on June 12, 2014 for approval by their Board of Directors. On June 23, 2014 we received a revised MOU with significant changes in terms of booking and an increase in funding. They also included a payment to be due upon signing of the agreement, long before the awarding of the casino license in the Capital Region. For these reasons, their offer was declined. Our intention is that our final offer to them will remain open for their acceptance until such time as the Capital Region casino license is awarded.

Capital View Casino & Resort also undertook numerous negotiations with The Egg, culminating in the issuance of the attached LOI, sent on June 14, 2014. On June 21, 2014, we were advised by the venue that “The board discussed and decided that it would like to wait until the group is chosen before considering a sponsorship proposal.” As with the Troy Music Hall, our offer to them will remain open for their acceptance until such time as the Capital Region casino license is awarded.

We believe that our individual venue agreements, combined with the elimination of our showroom and integrity concerns over language requested in the Fairgame agreement more than fulfills the request of the RFA to enter into agreements to mitigate any potential impact on local entertainment venues.





14 May 2014

Mr. Daniel Gerrity
President & CEO
Saratoga Casino & Raceway
342 Jefferson Street, PO Box 356
Saratoga Springs, NY 12866

Dear Mr. Gerrity:

Fairgame is a coalition of the major theaters, performing arts centers and event centers in the Catskills, Southern Tier and Capital Region working together to support the process and to assure that the outcomes for our facilities and our downtown communities are positive.

We are grateful that our message has been heard by state leaders and the following component of the application process is included in the language for casino operator applications to the state siting commission:

"Submit as Exhibit IX, B.2.a: ...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."

To support this requirement, Fairgame has established a team, including the executives of impacted entertainment facilities, to meet with each potential applicant to outline our agenda and to come to an agreement that will be a significant part of this exhibit submission. We are represented by each of the respective region's affected facilities and the Fairgame chair.

Fairgames' participating arts and cultural institutions have spent a considerable amount of time working together and carefully considering the parameters in which successful partnerships between the prospective operators and our venues can succeed together. We have attached the section quoted above within a presentation of what participating organizations desire.





We look forward to great success in this effort to create economic growth for our upstate communities. Please contact our Chair, Philip Morris (pmorris@proctors.org/ 518-382-3884 x 113) or Darlene Fedun (dfedun@bethelwoodscenter.org/845-295-2739) to set up a conversation with you and/or directly with any potential operator you know of within your jurisdiction.

Sincerely,

Philip Morris, CEO, Proctors, Schenectady; Chair, Fairgame

Chris Silva, Executive Director, Bardavon/UPAC, Poughkeepsie/Kingston

Darlene Fedun, Executive Director, Bethel Woods, Bethel

cc. Denise Murphy-McGraw

cc. Mr. James Featherstonhaugh, Partner and Secretary, Hudson Valley Casino and Resort



We are the Upstate Theater Coalition for a Fair Game:

Clemens Center, Elmira; State Theater, Ithaca; Forum Theater, Binghamton; Proctors, Schenectady; Saratoga Performing Arts, City Center, Saratoga; UPAC, Kingston; Bardavon, Poughkeepsie; Palace, Times Union Center, Albany; Troy Music, Troy; Bethel Woods, Bethel.

We represent:

Over 95,500,000 million dollars in aggregate budgets.

Thousands of days and nights of events in our communities.

Over 600 full time employees

Using the Americans for the Arts Economic Impact calculator, we drive over 2,300 other Full Time local jobs and generate over \$4,050,000 for New York State in taxes and a similar amount for our localities

Over \$225 MILLION of capital investment both public and private over the last 10 years

We are the Upstate Theater Coalition for a Fair Game:

Clemens Center, Elmira; State Theater, Ithaca; Forum Theater, Binghamton; Proctors, Schenectady; Saratoga Performing Arts, City Center, Saratoga; UPAC, Kingston; Bardavon, Poughkeepsie; Palace, Times Union Center, Albany; Troy Music, Troy; Bethel Woods, Bethel.

Our core business is arts and entertainment:

We book hundreds of events from Broadway to jazz to rock and roll to classics to comedians.

We also are our communities' living rooms for hundreds of other activities only supported by our entertainment.

We provide school time events for students and run extensive educational programs.

It is the talent that makes us thrive and succeed.

We have watched as our neighboring states' arts centers in Hartford, Providence, New Haven, and Boston have been severely impacted by casinos nearby buying talent with regional exclusivity, time exclusivity and at far higher fees, losing 25% of their events in the last few years.

Buffalo, Rochester and Syracuse have already suffered this with casino facilities near them.

Without negotiations, proposed new casinos will put at risk some of our landmark arts and entertainment institutions.

Our goal is to SUPPORT gaming with the protections needed to keep each of us open as much if not more than ever to meet the goal of continued Upstate economic development.

We are the Upstate Theater Coalition for a Fair Game:

Clemens Center, Elmira; State Theater, Ithaca; Forum Theater, Binghamton; Proctors, Schenectady; Saratoga Performing Arts, City Center, Saratoga; UPAC, Kingston; Bardavon, Poughkeepsie; Palace, Times Union Center, Albany; Troy Music, Troy; Bethel Woods, Bethel.

2. PARTNERSHIPS WITH LIVE ENTERTAINMENT VENUES

A major goal of the Act is to enhance the State's live entertainment venues.

- a. 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.
- b. Submit as Exhibit IX. B.2.b. the identity of any entertainment venue that requested an agreement which the Applicant declined. Explain the reason for the declination, and describe the nature of the discussions or negotiations the Applicant had with the entertainment venue. Include any materials or statements from the venue that requested the agreement as to why it merited treatment as an impacted live entertainment venue.

Working together, we seek to expedite the required application submission agreements with Live Entertainment Venues and ask for:

- *Limiting entertainment facilities to no larger than 1,000 seats for the life of the Casino
- *matching Casino operators and Venues for partnership agreements ranging from sponsorships to booking
- *Guaranteeing there not be exclusivity for talent by date or distance
- *Paying annual fees to the Fairgame Fund to support impacted facilities in the region

Successful agreements will allow us individually to endorse applicants.

We are the Upstate Theater Coalition for a Fair Game:

Clemens Center, Elmira; State Theater, Ithaca; Forum Theater, Binghamton; Proctors, Schenectady; Saratoga Performing Arts, City Center, Saratoga; UPAC, Kingston; Bardavon, Poughkeepsie; Palace, Times Union Center, Albany; Troy Music, Troy; Bethel Woods, Bethel.



at **PROCTORS**

For more information, contact: Denise Murphy McGraw; Hill, Gosdeck & McGraw; dmurphymcgraw@hgmlobby.com

DRAFT

Memorandum of Understanding

xx June 2014

This Memorandum of Understanding executed by Upstate Theater Coalition for a Fairgame LLC

, see Appendix A, (“Fairgame”), 432 Sta

te Street, Schenectady, NY 12305, Troy Music Hall, Troy, Palace Theatre, Albany, and the Times Union Center, Albany (being collectively referred to as the “Venues”), and the Saratoga Harness Gaming, an New York based company, PO Box 34, Saratoga Springs, NY 12866 (“Casino Developer”).

The parties recognizes that New York State is in the process of selecting live gaming operators for each of three regions in the state and that the New York State Gaming Commission has made clear the need for applicant gaming operators to “actively support the mission and operation of impacted live entertainment venues...”

It is the intent of the Casino Developer to construct and operate a Gaming Facility with a multipurpose entertainment facility with no fixed seating and an occupancy of up to 1000 with up to 12 headline shows per year (the “Entertainment Facility”). It is also the intent of the Casino

Developer to use the Entertainment Facility for live non headline performance entertainment events about [24] times per year. This agreement is based on the foregoing intent and should the casino venue size, seats, number of events per year increase or include regular headliners, the parties will negotiate an amendment of the understanding reflected herein, and any more formal agreement reflecting such understanding, to offset the effect on the Venues of an expansion by Casino Developer in the number of entertainment events or the capacity of the Entertainment Facility (including construction of one or more new or additional facilities).

Recognizing that it is not the intent of the Casino Developer to cause harm to the live entertainment facilities at the Venues, the following actions are to be put into place and acknowledged in the Casino Developer's application for a New York Gaming Facility License and will continue during the entire life of the Casino Developer's (or its assigns) license (if awarded) and any renewals thereof, unless earlier terminated in accordance with the provisions hereof:

- 1) Casino Developer shall give written notice to the Venues of any and all offers it intends to submit for the appearance at the Entertainment Facility of a performing artist or group before Casino Developer makes such offer, which notice shall include the name of the performer or group, the tentative dates of the performance and the proposed compensation arrangement.

If either of the Venues advises Casino Developer and the other Venue that it intends to submit its own offer (which may be materially different than the offer the Casino Developer intended to make) for an appearance by such performing artist or group at its Venue, Casino Developer will not proceed with its offer. If the Venue offer is not made or, if made, is rejected, the Venue making or intending the offer will promptly so advise Casino Developer and the other Venue, and Casino Developer may make an offer to the artist or group, but it may not make such offer for a performance which would take place before or within 120 days after the last of the date or dates on which the Venue making the offer was seeking to have the artist or group appear.

2) Casino Developer, if awarded, a New York Gaming Facility License, will promote events of the Venues and use its gaming "loyalty" programs to purchase and distribute tickets for admission to events at the Venues.

3) Casino Developer and the Venues will establish joint marketing agreements, including agreements covering such matters as program sponsorships, ticketing kiosks, lodging package programs, etc.

4) Casino Developer will support the arts in the community with annual payments commencing

in the first quarter after the first day of operation of the Casino facility as follows: Troy Music Hall, \$ per annum; Palace Theatre, xxxxxxxx; Times Union Center, xxxxxxxx; Albany Institute of History and Art, xxxxxxxx; Albany Symphony, xxxxxxxxxx; Capital Repertory Theatre, xxxxxxxx; the Egg Performing Arts Center, xxxxxxxxxx. Should the Casino Developer expand its Entertainment Facility, construct one or more new facilities or arrange for more frequent headline live performance events in a year, the Casino Developer will promptly notify the other parties hereto of such planned activities and all parties will promptly thereafter negotiate an additional amount (but not less than \$1,000,000 per year), to be paid to the Venues each year commencing with the year that such plans are realized in whole or in part. In determining the additional amount, the parties shall consider the anticipated negative impact of such activities on each Venue based upon, among other factors, (i) the increase in the capacity of the Entertainment Facility and/or increase in the number of annual live performances, (ii) the proposed use of such expanded or new facilities, and (iii) the distance of the Entertainment Facility from the location of each Venue. The agreed amount will be divided among and paid to the Venues and Fairgame in such manner as the Venues and Fairgame may agree, taking into account the anticipated negative impact on each Venue based upon the foregoing factors. If the parties are unable to agree on the additional amount

or the Venues and Fairgame are unable to agree on the allocation of the agreed amount, the dispute shall be resolved by arbitration among the applicable parties in New York City before an impartial arbitrator or tribunal.

The parties understand that the agreement contemplated hereby is not exclusive and that any of Fairgame, Bethel Woods and Bardavon may enter into agreements with other applicants for a New York Gaming Facility License.

It is the intent of the parties to incorporate the understanding of the parties hereto into a more formal agreement, including the foregoing terms and provisions, as well as such other terms and conditions as may be normal and customary in the industry with regard to similar agreements. Until such more formal agreement is prepared and executed, this Memorandum shall be binding and enforceable upon the parties, it being understood this Memorandum shall be of no force or effect if Casino Developer is not awarded a New York Gaming Facility License and each of the Venues may terminate this Memorandum as to it, if it believes, in the exercise of its reasonable judgment, that the agreement contemplated by this Memorandum could be detrimental to its mission or operations.

If any provision of this Memorandum shall be determined by any applicable New York State Gaming Facility regulatory authority or other applicable authority to be inconsistent or in

violation of applicable laws or regulations, the parties shall negotiate in good faith to amend this Memorandum to bring it into compliance with applicable laws or regulations, while preserving the general intentions of the parties expressed hereunder.

UPSTATE THEATER COALITION FOR A FAIRGAME LLC

By: _____

PALACE

By: _____

ALBANY INSTITUTE OF HISTORY AND ART

By: _____

ALBANY SYMPHONY ORCHESTRA

By: _____

TIMES UNION CENTER

By: _____

THE EGG

By: _____

TROY MUSIC HALL

By: _____

CAPITAL REPERTORY THEATRE

By: _____

SARATOGA HARNESS GAMING

By: _____

.....

**III. TERM: The term of this agreement will be for a period of 10 Years
January 1, 2016 – December 31, 2026**

TERM – The term of this agreement will be for Ten (10) years, commencing on January 1, 2016, and ending on December 31, 2026. It is agreed that this agreement will only be valid if the East Greenbush Casino resort development proposal submitted by EGCG is accepted by New York State.

Upon awarding of the casino license, EGCG and Troy Savings Bank Music Hall 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: Troy Savings Bank Music Hall

30 Second Street
Troy, NY 12180

To: East Greenbush Casino Group
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.

EAST GREENBUSH CASINO GROUP

TROY SAVINGS BANK MUSIC HALL

Name: _____ Date _____
Title: _____

Date _____

Memorandum of Agreement

Between

_____ (Name of Legal Entity)

And

Troy Savings Bank Music Hall Corporation

Effective as of June 23, 2014, and in consideration of the mutual promises set forth herein, and other good and valuable consideration, _____ (“Capital View Casino Resort” or “CVCR”) and the Troy Savings Bank Music Hall Corporation (the “Music Hall”), hereby agree to the following.

WHEREAS, New York State is in the process of selecting live gaming operators for each of three regions in the state and that the New York State Gaming Commission has made clear the need for applicant gaming operators to “actively support the mission and operation of impacted live entertainment venues...”; and

WHEREAS, the CVCR intends to submit an application to the New York State Gaming Commission for approval to construct and operate a Gaming Facility to include a multipurpose entertainment facility; and

WHEREAS, CVCR recognizes that its entertainment facility will adversely impact the operations of the Music Hall, and CVCR is entering into this agreement to mitigate such impacts;

Now, therefore, the parties hereby agreed to the following terms, which shall be included and acknowledged in CVCR’s application for a New York Gaming Facility License (“Gaming License”), to be incorporated as conditions of any Gaming License obtained by CVCR (and/or its successors or assigns), including any extensions or renewals thereof:

I. PAYMENTS BY CVCR:

- 1.** Upon acceptance of this agreement by CVCR, CVCR shall pay to the Music Hall an initial nonrefundable payment of \$25,000 in good and sufficient funds.
- 2.** Upon approval of CVCR’s Gaming License, CVCR shall pay to the Music Hall \$50,000.
- 3.** Commencing upon approval of CVCR’s Gaming License, CVCR shall pay to the Music Hall an annual payment, which shall be due and payable on or before July 1 of each year of CVCR’s Gaming License, including any extensions or renewals thereof.
- 4.** The annual payment shall be calculated as follows: \$35,000 for each of the first 10 years of the Gaming License; \$40,000 for each of the 10 through 15 years of

the Gaming License; and increasing thereafter at the rate of \$45,000 per year for the remaining term of the Gaming License and any extensions or renewals thereof.

II. Booking and Marketing Obligations

1. 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 Music Hall are identified and booked at the Music Hall 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.

2. MARKETING OPPORTUNITIES:

Discounted Ticket Marketing Opportunity – CVCR shall assist and promote the marketing of performances at the Music Hall, and the Music Hall 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 Troy Savings Bank Music Hall.

Players Club Marketing Opportunity – CVCR will offer all Players Club members the opportunity to redeem earned Players Club loyalty points for tickets to performances presented at the Music Hall. CVCR will reimburse Troy Savings Bank Music Hall for all tickets redeemed or distributed in this manner at their full face value within thirty (30) days thereof.

Onsite Marketing – CVCR will provide marketing inclusion for Troy Savings Bank Music Hall as a Premier Partner, and shall promote performances held at the Music Hall, through CVCR's website, marketing materials in guest hotel rooms, closed-circuit television channel(s), and such additional means as may be mutually agreed upon. These options may include, but are not limited to, eblasts, social media promotions and onsite signage.

3. SPONSORSHIP

Prominently displayed signage and other benefits as mutually agreed upon. In consideration of the foregoing, for each year in which the foregoing payments are received, the Music Hall shall identify CVCR as a sponsor in all programs, marketing, and on its website, and CVCR shall enjoy all benefits of sponsorship,

including banner ads on website, eblasts, onsite signage, banner ad on website, and tickets to performances.

III. NOTICES:

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

To: Troy Savings Bank Music Hall

30 Second Street
Troy, NY 12180

To: _____ [Legal Name of Entity]
Saratoga Casino and Raceway
James Featherstonhaugh
PO Box 342
Saratoga Springs, NY 12866

IV. GENERAL PROVISIONS.

(a) Governing Law. The validity, interpretation, construction and performance of this agreement shall be governed by the laws of the State of New York, without giving effect to principles of conflict of laws.

(b) Entire Agreement. This agreement sets forth the entire agreement and understanding between the Parties relating to the subject matter herein and merges all prior discussions between the Parties. No modification or amendment to this agreement, nor any waiver of any rights under this agreement, will be effective unless in writing signed by the Parties.

(c) Severability. If any provision of this agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this agreement shall continue in full force and effect without such provision, and this agreement shall be construed to the fullest extent possible so as to give effect to the intentions of the provision found to be unenforceable or invalid.

(d) Successors and Assigns. The terms and conditions of this agreement shall be binding the parties and their respective successors and assigns.

(e) Counterparts. This agreement may be executed in counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument. Faxed or scanned signatures shall be deemed originals, but each Party transmitting its signature by facsimile shall thereafter deliver an original signature page to be appended to this agreement.

(f) Headings. The headings of the Sections and paragraphs of this agreement are inserted for convenience only and shall not be deemed to constitute part of this agreement or to affect the construction hereof.

(g) No Waiver. No failure or delay by a Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege. No action taken pursuant to this Agreement, including any investigation by or on behalf of any Party, will be deemed to constitute a waiver by the Party taking any action of compliance with any representation, warranty or agreement contained herein. The waiver by any Party of any condition or of a breach of any other provision of this Agreement will not operate or be construed as a waiver of any other condition or subsequent breach.

(h) Expenses. The Seller, the Company and the Remaining Shareholders shall each pay all costs and expenses incurred by such Party or on such Party's behalf in connection with this Agreement, and the transactions contemplated hereby, including, without limiting the generality of the foregoing, fees and expenses of such Party's own financial consultants, accountants and counsel.

(i) Further Assurances. Each Party, at the request of the other Party and at the requesting Party's expense, will each take all such action and deliver all such documents as shall be reasonably necessary or appropriate to effectuate the intent of this agreement, including negotiating and executing a more formal and complete agreement incorporating the terms hereof, as may be necessary or expedient to carry out the provisions of this agreement.

(j) Attorneys' Fees. In the event that any suit or legal proceeding is brought to enforce any provision of this agreement, the prevailing Party in such suit or proceeding shall be entitled to receive all of such Party's reasonable expenses, including reasonable attorneys' fees and costs.

(k) Consent to Jurisdiction. The Parties hereby consent to the jurisdiction of the state or Federal courts sitting in Albany County, New York over any litigation or claim brought to enforce the terms of this Agreement or to determine any rights under this Agreement. Any litigation or claim brought by either Party relating in any way to this Agreement may be brought only in the Supreme Court of the State of New York for the County of Albany or in the United States District Court for the Northern District of New York.

IN WITNESS WHEREOF, each Party has executed, or caused to be executed by a duly authorized individual, this Agreement as of the date first set forth above.

LEGAL NAME OF CVCR

By: _____
Name:
Title:

TROY SAVINGS BANK MUSIC HALL CORPORATION

By: _____
Name:
Title:

**Letter of Intent
With
EAST GREENBUSH CASINO GROUP (OR NAME TBD)
For
THE EGG CENTER FOR THE PERFORMING ARTS**

In consideration of annual cash compensation and other consideration as described herein from “East Greenbush Casino Group” or other name tbd, hereinafter referred to as “EGCG”, and pending EGCG receiving an award to build and operate a casino resort pursuant to a proposal submitted by EGCG to the State of New York, The Egg Center for the Performing Arts, hereinafter referred to as “The Egg”, agrees to the following during the term of this agreement.

I. EGCG TO PROVIDE:

1. \$10,000 ANNUAL SPONSORSHIP

2. CROSS MARKETING PARTNERSHIP BENEFITS:

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

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

Onsite Marketing – EGCG will provide marketing inclusion for The Egg as a Premier Partner, and for performances held at The Egg, to guests through EGCG 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. THE EGG 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
January 1, 2016 – December 31, 2026**

TERM – The term of this agreement will be for Ten (10) years, commencing on January 1, 2016, and ending on December 31, 2026. It is agreed that this agreement will only be valid if the East Greenbush Casino resort development proposal submitted by EGCG is accepted by New York State.

Upon awarding of the casino license, EGCG and The Egg 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: The Egg
Center for the Performing Arts
Attn: Peter Lesser
P.O. Box 2065
Empire State Plaza
Albany, NY 12220

To: East Greenbush Casino Group
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.

EAST GREENBUSH CASINO GROUP

THE EGG

Name: Date
Title:

Peter Lesser Date
Executive Director