

EXHIBIT VI.I.

NAMES AND ADDRESSES OF
PROMOTERS, SPONSORS AND OTHERS



The table below shows the names and business addresses of all promoters, sponsors, personnel, consultants, sales agents, or other entities involved in aiding or assisting the Applicant's efforts to obtain a License:

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Party	Business Address	Position
Global Gaming Consulting, LLC	210 N Broadway Ada, OK 74820	Consultant
Seminole Hard Rock Entertainment, Inc.	6100 Old Park Lane Orlando, FL 32835	Franchisor
Flaum Management Company, Inc.	400 Andrews Street Rochester, NY 14604	Ground lessor
Capital District Regional Off-Track Betting Corporation	711 Central Avenue Albany, NY 12206	Ground lessor
Greenberg Traurig LLP	54 State Street Albany, NY 12207	Legal counsel
Bryan Cave LLP	1290 Avenue of the Americas New York, NY 10104	Legal counsel
Hiscock & Barclay, LLP	300 South State Street Syracuse, NY 13202	Legal counsel
VHB Engineering, Surveying, and Landscape Architecture, P.C.	100 Great Oaks Boulevard Suite 118 Albany, NY 12203	Engineer
SOSH Architects	1020 Atlantic Avenue Atlantic City, NJ 08401	Architect
Turner Construction Company	22 Corporate Woods Boulevard Albany, NY 12211	Contractor
Camoin Associates	120 West Avenue Suite 303 Saratoga Springs, NY 12866	Consultant
Union Gaming Analytics	3930 Howard Hughes Parkway Suite 230 Las Vegas, NV 89169	Consultant
Justin McCarthy Consulting, LLC	677 Broadway 12th Floor Albany, NY 12207	Consultant
Mercury Public Affairs	11 North Pearl Street Suite 101 Albany, NY 12207	Consultant
Strategic Advocacy	One City Center P.O. Box 9546 Portland, ME 04112	Consultant
Corey Ellis	911 Central Avenue Box 223 Albany, NY 12206	Consultant
Ackerman McQueen	1601 NW Expressway Oklahoma City, OK 73118	Consultant
LJM RAD LLC	P.O. Box 38227 Albany, NY 12203	Consultant
Perkins Coie LLP	700 13th Street NW, Suite 600 Washington, DC 20005	Legal Counsel
Morgan, Lewis & Bockius LLP	1111 Pennsylvania Ave NW Washington, DC 20004	Legal Counsel
Skadden, Arps, Slate, Meagher, & Flom LLP	4 Times Square New York, NY 10036	Legal Counsel

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Pursuant to the Upstate New York Gaming Economic Development Act of 2013, as amended (the "Act"), its implementing regulations, and the Request For Applications To Develop And Operate A Gaming Facility In New York State (the "RFA") dated March 31, 2014 issued by the New York Gaming Facility Location Board (the "Location Board"), NYS Funding LLC (the "Sponsor") has funded an application license fee and as a result may apply for a gaming facility license (the "License") to operate a gaming facility pursuant to the Act; Below are terms and conditions under which Seminole Hard Rock Entertainment, Inc. ("HR") would provide (i) certain pre-development services (the "Pre-Development Services") towards Sponsor's potential development of a destination gaming resort (the "Project") to be located at Delaet's Landing in the City of Rennselaer, New York (the "Site") and (ii) a license (the "Brand License") for Sponsor to use the "Hard Rock Hotel & Casino" brand at the Project if Sponsor were awarded the License and develops the Project. As time is of the essence, this letter will be binding as to the provision of the Pre-Development Services but shall be non-binding as to the provision of the Brand License as more fully set forth below, it being understood that, after execution of this letter, HR will work with Sponsor to negotiate definitive agreements embodying terms and conditions as mutually agreed by the Sponsor and HR.

Pre-Development

Services

HR will provide reasonable assistance in connection with the pre-development process on behalf of Sponsor and the Project, and will provide pre-development services (the "Pre-Development Services") including, without limitation, the following:

- Work with Sponsor and third-parties to develop:
 - program for the Project;
 - detailed Project schedule (design process, construction, etc.);
 - renderings for the Project; and
 - schematic design package for the Project.
- Assist Sponsor in producing and/or compiling response materials for the RFA;
- Assist Sponsor in procuring permits necessary to commence construction;
- Attend meetings with local officials related to the Project;
- Cooperate with Sponsor in putting together and issuing press releases and other public announcements related to Project as mutually approved by HR and the Sponsor,
- Assist Sponsor in determining specific third-parties to work with regarding the Project (and at pricing consistent with HR's existing work); and
- Other work customary with pre-development for similar projects.

Term

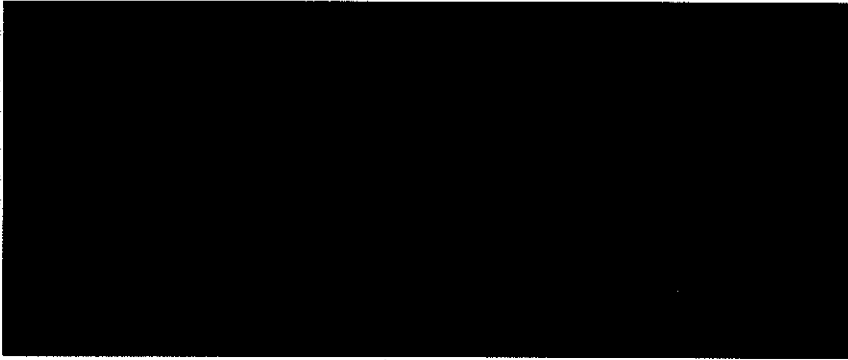
Fees



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Reimbursable Expenses

During the Pre-Development Term, HR shall be entitled to reasonable expense reimbursement (including travel and subsistence expenses) in connection with the provision of the Pre-Development Services (the "Reimbursable Expenses"); provided, (i) HR shall provide reasonable substantiation and documentation for any and all such expenses, and (ii) Sponsor's approval, which shall not be unreasonably withheld or delayed, shall be required for any Reimbursable Expense after Reimbursable Expenses exceed [REDACTED] in the aggregate during the Pre-Development Term.

Third-party Expenses

During the Pre-Development Term, Sponsor shall be responsible for 100% of the costs and expenses to design, develop and construct the Project, including, without limitation, costs of third-parties (the "Third-party Expenses") engaged by Sponsor or on Sponsor's behalf by HR; provided, approval of the selection of, and a budget for, each such third-party shall be subject to Sponsor's prior approval, which may be given or withheld in its sole and absolute discretion.

Termination; Sponsor Acknowledgements and Indemnification



In case of termination, (i) all materials produced for the Project to date, including without limitation schedules, budgets, drawings, renderings, design documents, studies, plans, permits, and collateral, and (ii) all agreements entered into by HR on Sponsor's behalf, shall become the property of Sponsor or shall be assigned to Sponsor, and HR shall cooperate in executing documents to effectuate the same.

The Sponsor acknowledges and understands that the Sponsor is completely and ultimately responsible for the design, construction and development of the Project. Except as otherwise provided pursuant to applicable laws, the Sponsor acknowledges and agrees that, notwithstanding anything in this letter of intent to the contrary, in providing pre-development services to the Sponsor, HR is acting only as an independent contractor in an advisory capacity and shall not be responsible for the adequacy or coordination of any plans and specifications, implementation of development, or construction, or furnishing and equipping the Project or the performance by the Sponsor of any of its other obligations as owner, operator and developer of the Project, including, without limitation, compliance with applicable laws, all of which shall be the sole responsibility, and at the sole expense and risk, of the Sponsor. The design, development, construction and

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planning of the Project and expenses related to design studies, marketing studies, and fees and expenses of advisors, consultants, contractors and other professionals engaged by the Sponsor and its affiliates are solely those of the Sponsor and shall not be applied against any amount due to HR hereunder. The Sponsor shall indemnify, defend and hold harmless HR from and against any and all claims, demands, damages, judgments, costs, losses, penalties, fines, liens, suits, expenses and liabilities, including, without limitation, reasonable attorneys' fees and costs and expenses incident thereto, brought by any third party or otherwise (collectively, "Claims"), in any matter related to, arising out of or resulting from the acts or omissions, in each case related to the Project or this letter of intent, of the Sponsor and its affiliates, agents or employees and the construction, development, design, equipping and operation of the Project, excluding, however, any Claims related to, arising out of or resulting from the gross negligence, willful misconduct or fraud of HR in performing pre-development services as contemplated by this letter of intent. The rights of HR under this paragraph shall inure to the benefit of any and all of HR's officers, directors, partners, members, managers, employees, agents and representatives, and to the benefit of any and all persons or legal entities that are affiliates of HR and that are, could be or are alleged to be, liable for the obligations of HR and any and all of their respective officers, directors, partners, members, managers, employees, agents and representatives. Sponsor shall obtain customary insurance policies covering the development activities relating to the Project, and such policies shall name HR and its affiliates as additional insureds. The provisions of this paragraph shall survive the termination or expiration of this letter of intent.

Budget

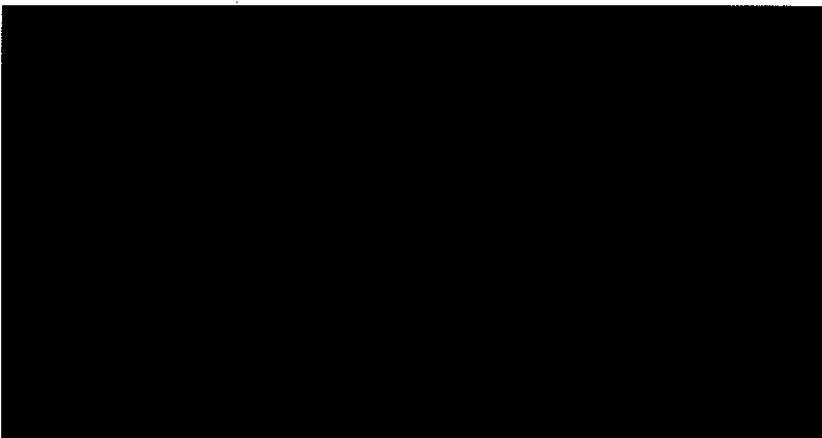
The parties agree that the current budget to design, construct and develop the Project is \$280,000,000. Any changes to such budget must be mutually agreed to by the parties.

Brand License

Services

The Brand License would permit Sponsor to use the "Hard Rock Hotel & Casino" brand for any development at the Project, including gaming and the hotel. Such branding shall include but not be limited to design, design elements, signage, and collateral, provided, however, that any use of the "Hard Rock Hotel & Casino" trademarks shall be subject to the prior written approval of HR in its sole discretion.

Term



Fees

Hard Rock Café

If applicable, HR shall have the option to lease or manage a Hard Rock Café at the Project during the Brand Fee Term, with rental rates or management fees (as the

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case may be) to be agreed upon.

Hard Rock retail outlet

If applicable, HR shall have the option to lease or manage a Hard Rock retail outlet at the Project during the Brand Fee Term, with management fees equal to [REDACTED]

Memorabilia lease

As compensation for providing certain to be agreed upon memorabilia to the Project during the Brand Fee Term, Sponsor would pay HR an annual lease fee equal to [REDACTED]

FF&E reserve

During the Brand Fee Term, Sponsor would agree to fund an FF&E reserve on an annual basis in a to be agreed upon amount.

Brand standards

The Project would be developed and operated in accordance with HR brand standards.

Approvals; Brand Protection Rights

[REDACTED]

Other brand initiatives

During the Brand Fee Term, Sponsor would be required to participate in certain to be agreed upon HR brand initiatives, such as HR's customer loyalty program.

Territorial exclusivity; Internet Gaming

[REDACTED]

Subordination and non-disturbance

Sponsor agrees that all fees paid to HR, including, without limitation, the Pre-Development Fees and Brand Fees, shall not be subordinated to third-party debt financing and that Sponsor and HR will use commercially reasonable efforts to ensure that third-party lenders provide a non-disturbance related thereto.

Termination

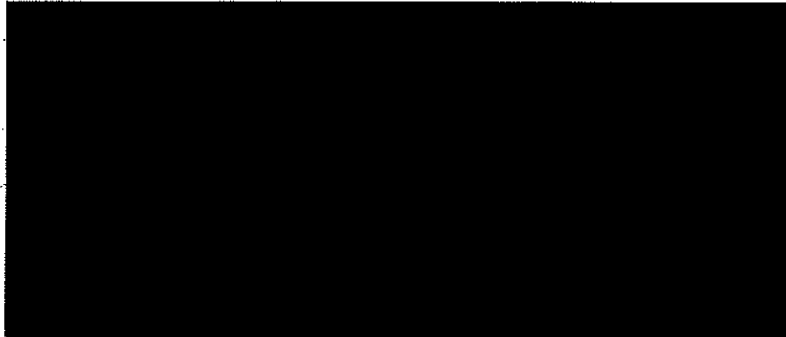
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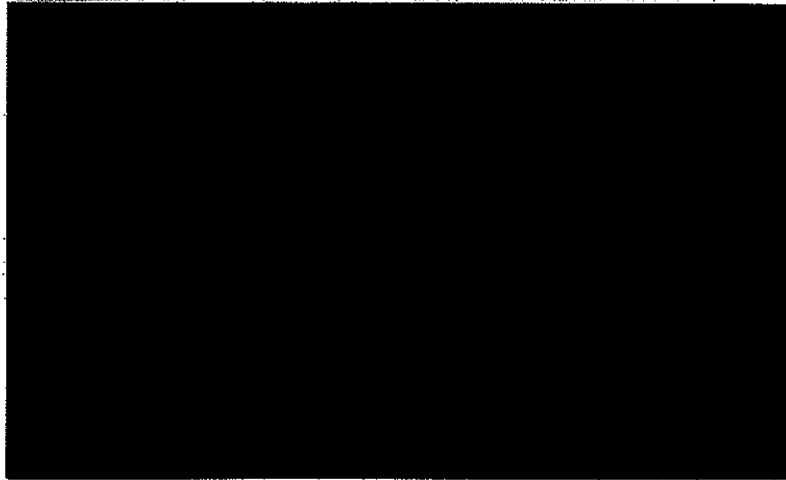
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Assignment



**Regulatory
Approval; Suitability**



Exclusivity



Non-Binding

Other than the sections entitled "Pre-Development" and including its subsections, "Confidentiality", "Exclusivity", "Governing Law", and "Non-Binding", which

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sections shall be binding upon HR and Sponsor, this letter of intent is an expression of interest and is not intended to, and does not, constitute a binding obligation on the part of any of the parties hereto to consummate the transaction described herein or any other transaction and shall not bind any party hereto to take any action whatsoever. None of the parties hereto shall have any liability or obligation whatsoever (including any obligation to negotiate in any particular manner) with respect to any aspect of the transaction described herein or any other transaction unless and until definitive agreements with respect thereto, containing detailed terms, conditions and covenants satisfactory to the parties hereto in their sole discretion, have been executed and unconditionally delivered by such parties.

Both HR and Sponsor acknowledge that they will both perform probity investigation of parties involved in the Project. The finding of suitability of the foregoing shall be a condition to either party proceeding.

Confidentiality

Each of HR and the Sponsor shall keep confidential the contents of this letter of intent, the fact that it has been transmitted between the parties and all non-public information exchanged between the parties regarding the Project.

Governing Law

This letter of intent will be governed by the State of New York. No amendment to this letter shall be effective unless in writing executed by the parties hereto.

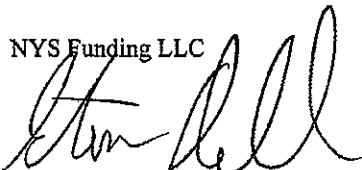
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If the foregoing terms and conditions are acceptable to you, please execute this letter and return a copy to us.

Very truly yours,

NYS Funding LLC



Name: Steven E. Orbuch

Title: Authorized Person

ACCEPTED AND AGREED this 23rd day of June, 2014:

By: Seminole Hard Rock Entertainment, Inc.

Name: Brad Buchanan

Title: Executive Vice President, , CFO & Secretary

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June 23, 2014

If the foregoing terms and conditions are acceptable to you, please execute this letter and return a copy to us.

Very truly yours,

NYS Funding LLC

Name: Steven E. Orbuch
Title: Authorized Person

ACCEPTED AND AGREED this 23rd day of June, 2014:

By: Seminole Hard Rock Entertainment, Inc.

A handwritten signature in black ink, appearing to read 'B. Buchanan', with a long horizontal line extending to the right.

Name: Brad Buchanan

Title: Executive Vice President, , CFO & Secretary