

## **Exhibit IX.B.2.a (Agreements With Impacted Entertainment Venues):**

*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.*

Hudson Valley Casino & Resort intends to book local talent in the casino resort lounge, special events for casino guests and the public, as well as integrating local and regional entertainment event offerings into our Rush Rewards Loyalty club promotions and invited casino guest events. Additionally, the casino resort will purchase tickets to events and entertainment to package with hotel, as casino incentives, and as customer's rewards. As evidenced in the following attachments, Hudson Valley Casino & Resort has formed extensive partnerships with Mid-Hudson Civic Center, Sugar Loaf Performing Arts Center, the Paramount Theatre, Just Off Broadway, and Shadowland Theatre. Additional partnerships and cross-promotional opportunities will be sought with Bethel Woods Center for the Arts, Bardavon, and UPAC in Kingston.

Hudson Valley Casino & Resort will also use other area venues to attract customers to the region. Gaming and entertainment have historically complemented each other as a packaged offering for guests seeking a getaway. RSG properties believe that a strong alliance with sports and entertainment enhances the property image by leveraging brands. For example, Rivers Casino Des Plaines purchases in excess of ██████████ in tickets annually for guests, ranging from theatre to live musical performances. Additionally, they have sponsored the ticket backs at the neighboring United Center as part of a ██████████ annual sponsorships package. Sports entertainment is also a key draw for casino resorts. Rivers Des Plaines has suites at the Chicago Bears, tickets for the Chicago Cubs, suites at the Blackhawks and Chicago Bulls for guests and for customer acquisition promotions.

As an example, Rivers Casino Pittsburgh is a major annual sponsor of the Regatta event, highlighting activities among Pittsburgh's waterfront. Rivers Pittsburgh has also been a sponsor for Stage AE (located near the casino), and purchased tickets for major concerts and events throughout the city. They also have large consumer sponsorships with both the Pirates and the Penguins.

Hudson Valley Casino & Resort intends to leverage a variety of entertainment options, ranging from sporting events, headliners, touring productions, and sponsorships to support and leverage regional entertainment.

**Letter of Intent  
With  
HUDSON VALLEY CASINO & RESORT  
For  
MID-HUDSON CIVIC CENTER**

In consideration of annual cash compensation and other consideration as described herein from "Hudson Valley Casino & Resort", hereinafter referred to as "HVCR", and pending HVCR receiving an award to build and operate a casino resort pursuant to a proposal submitted by HVCR to the State of New York, Mid-Hudson Civic Center, hereinafter referred to as "MHCC", agrees to the following during the term of this agreement.

**I. HVCR TO PROVIDE:**

**1. \$250,000 ANNUAL SPONSORSHIP**

**2. CROSS MARKETING PARTNERSHIP BENEFITS:**

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

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

**Onsite Marketing** – HVCR will provide marketing inclusion for MHCC as a Premier Partner, and for performances held at MHCC, to guests through HVCR 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. MHCC 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 Seven (7) years, commencing on the opening date of Hudson Valley Casino & Resort, and ending on seven (7) years later. It is agreed that this agreement will only be valid if the Hudson Valley Casino & Resort development proposal submitted by HVCR is accepted by New York State.

Upon awarding of the casino license, HVCR and MHCC 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:

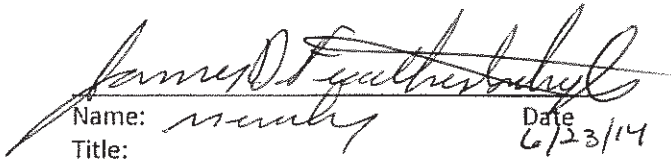
To: Mid-Hudson Civic Center  
Attn: Paul Lloyd  
14 Civic Center Plaza  
Poughkeepsie, NY 12601

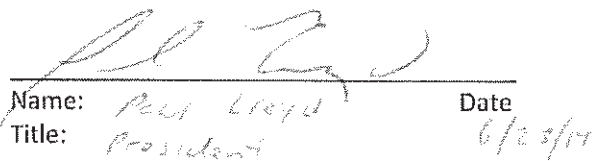
To: Hudson Valley Casino & Resort  
Saratoga Casino and Raceway  
James Featherstonhaugh  
PO Box 342  
Saratoga Springs, NY 12866

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

**HUDSON VALLEY CASINO & RESORT**

**MID-HUDSON CIVIC CENTER**

  
Name: *James Featherstonhaugh*  
Title: *President*  
Date: *6/23/14*

  
Name: *Paul Lloyd*  
Title: *President*  
Date: *6/23/14*

**Letter of Intent  
With  
HUDSON VALLEY CASINO & RESORT  
For  
SUGAR LOAF PERFORMING ARTS CENTER**

In consideration of annual cash compensation and other consideration as described herein from "Hudson Valley Casino & Resort", hereinafter referred to as "HVCR", and pending HVCR receiving an award to build and operate a casino resort pursuant to a proposal submitted by HVCR to the State of New York, Sugar Loaf Performing Arts Center, hereinafter referred to as "SLPAC", agrees to the following during the term of this agreement.

**I. HVCR TO PROVIDE:**

**1. \$35,000 ANNUAL SPONSORSHIP**

**2. CROSS MARKETING PARTNERSHIP BENEFITS:**

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

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

**Onsite Marketing** – HVCR will provide marketing inclusion for SLPAC as a Premier Partner, and for performances held at SLPAC, to guests through HVCR 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. SLPAC 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 7 Years  
~~January 1, 2016 - December 31, 2023~~ *from the opening of Hudson Valley Casino & Resort* *PK*  
TERM - The term of this agreement will be for Seven (7) years, commencing ~~on January 1, 2016, and ending on December 31, 2023.~~ *from the opening of Hudson Valley Casino & Resort* *PK*  
It is agreed that this agreement will only be valid if the Hudson Valley Casino & Resort development proposal submitted by HVCR is accepted by New York State.

Upon awarding of the casino license, HVCR and SLPAC 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:

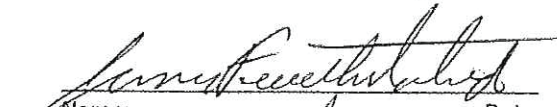
All notices of any kind will be delivered to the parties as set forth below:

To: Sugar Loaf Performing Arts Center  
Mid-Hudson Civic Center  
Attn: Paul Lloyd  
14 Civic Center Plaza  
Poughkeepsie, NY 12601


To: Hudson Valley 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.

HUDSON VALLEY CASINO & RESORT

  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: *member*

SUGAR LOAF PERFORMING ARTS CENTER

  
Name: *Paul Lloyd* Date \_\_\_\_\_  
Title: *President* *6/23/14*

**Letter of Intent  
With  
HUDSON VALLEY CASINO & RESORT  
For  
PARAMOUNT THEATRE**

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

**I. HVCR TO PROVIDE:**

**1. \$35,000 ANNUAL SPONSORSHIP**

**2. CROSS MARKETING PARTNERSHIP BENEFITS:**

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

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

**Onsite Marketing** – HVCR will provide marketing inclusion for Paramount Theatre as a Premier Partner, and for performances held at Paramount Theatre, to guests through HVCR 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. PARAMOUNT THEATRE 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 7 Years from the opening of the Hudson Valley Casino and Resort**

**TERM** – The term of this agreement will be for Seven (7) years, from the opening of the Hudson Valley casino & Resort. It is agreed that this agreement will only be valid if the Hudson Valley Casino & Resort development proposal submitted by HVCR is accepted by New York State.

Upon awarding of the casino license, HVCR and Paramount Theatre 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: Paramount Theatre  
17 South St  
Middletown, NY 10940

To: Hudson Valley 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.

**HUDSON VALLEY CASINO & RESORT**

**PARAMOUNT THEATRE**

  
Name: James D. Featherstonhaugh Date 6/23/14  
Title: member

  
Name: \_\_\_\_\_ Date 6/23/14  
Title: \_\_\_\_\_

**Letter of Intent  
With  
HUDSON VALLEY CASINO & RESORT  
For  
Just Off Broadway, Inc.**

In consideration of annual cash compensation and other consideration as described herein from "Hudson Valley Casino & Resort" or other name tbd, hereinafter referred to as "HVCR", and pending HVCR receiving an award to build and operate a casino resort pursuant to a proposal submitted by HVCR to the State of New York, Just Off Broadway, Inc., agrees to the following during the term of this agreement.

1. **HVCR TO PROVIDE:**

**1. \$10,000 ANNUAL SPONSORSHIP**

**2. CROSS MARKETING PARTNERSHIP  
BENEFITS:**

**Discounted Ticket Marketing Opportunity** – Just Off Broadway, Inc. will have the ability to provide discounted offers to employees and guests of HVCR.

These discounted offers will be marketed by HVCR to guests and employees as mutually agreed upon for each performance. Discounted values will be absorbed by Just Off Broadway, Inc.

**Players Club Marketing Opportunity** – HVCR will market the all Players Club members the opportunity to redeem earned Players Club loyalty points for tickets to performances at Just Off Broadway, Inc.

HVCR will reimburse Just Off Broadway, Inc. for all tickets purchased in this manner at full retail value.

**Onsite Marketing** – HVCR will provide marketing inclusion for Just Off Broadway, Inc. as a Premier Partner, and for performances held at Just Off Broadway, Inc., to guests through HVCR 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.

2. **JUST OFF BROADWAY, INC. 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, program book advertising, eblasts, onsite signage, banner ad on website, and tickets to performances.



- 1. **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 Hudson Valley Casino & Resort development proposal submitted by HVCR is accepted by New York State.

Upon awarding of the casino license, HVCR and Just Off Broadway, Inc. will negotiate and enter into a detailed agreement as per the terms listed above.

- 1. **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.

- 1. **NOTICES:**

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

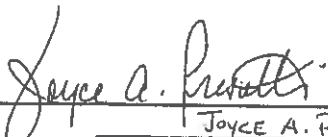
To: Just Off Broadway, Inc.

\_\_\_\_\_  
27 South Water Street  
Newburgh, NY 12550


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.

**HUDSON VALLEY CASINO &  
RESORT JUST OFF BROADWAY, INC.**

  
\_\_\_\_\_  
Joyce A. Presutti  
Name: \_\_\_\_\_ Date: June 18, 2014  
Date

Title: Executive Artistic Director  
Hudson Valley Casino & Resort

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

**Letter of Intent  
With  
HUDSON VALLEY CASINO & RESORT  
For  
SHADOWLAND THEATRE**

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

**I. HVCR TO PROVIDE:**

**1. \$10,000 ANNUAL SPONSORSHIP**

**2. CROSS MARKETING PARTNERSHIP BENEFITS:**

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

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

**Onsite Marketing** – HVCR will provide marketing inclusion for Shadowland Theatre as a Premier Partner, and for performances held at Shadowland Theatre, to guests through HVCR 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. SHADOWLAND THEATRE 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 7 Years ~~January 1, 2016 – December 31, 2023~~ *from the opening of Hudson Valley Casino and Resort*

**TERM** – The term of this agreement will be for Seven (7) years, commencing ~~on January 1, 2016, and ending on December 31, 2023.~~ *from the opening of Hudson Valley Casino and Resort* It is agreed that this agreement will only be valid if the Hudson Valley Casino & Resort development proposal submitted by HVCR is accepted by New York State.

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

The Parties agree, 90 days prior to the end of the term of this Agreement, to meet and negotiate in good faith regarding a possible extension or modification of this Agreement.

**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:

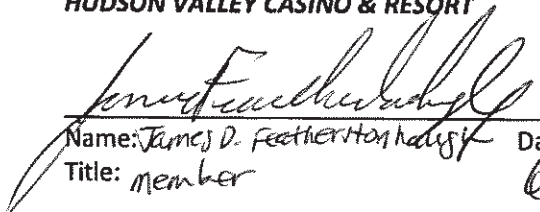
To: Shadowland Theatre  
Attn: Brendan Burke  
157 Canal Street  
Ellenville, NY 12428


To: Hudson Valley 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.

**HUDSON VALLEY CASINO & RESORT**

**SHADOWLAND THEATRE**

  
Name: James D. Featherstonhaugh Date: 6/23/14  
Title: member

  
Name: BRENDAN BURKE Date: 6/21/14  
Title: PRODUCING ARTISTIC DIRECTOR