

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.

Hudson Valley Casino & Resort has entered into agreements with multiple impacted entertainment venues in the Hudson Valley as evidenced in [Exhibit IX.B.2.a](#). These include Just Off Broadway, Shadowland Theatre, Mid-Hudson Civic Center, Sugar Loaf Performing Arts Center, and The Paramount Theatre. Additional negotiations have been undertaken with Bardavon, UPAC, Bethel Woods, Orange County Arts Council, and Storm King Art Center.

The only organization requesting an agreement that was declined was "Upstate Theatre Coalition for a Fairgame, LLC". In the course of our negotiations with local venues, the attached letter was sent as an approach by Fairgame, which, although not a venue, asked us to enter into the attached agreement with them. Paragraph numbered 1) of this proposed Memorandum of Understanding appears to be an invitation to enter into an agreement for restraint of trade and so we declined their offer and conducted numerous calls and email correspondence, resulting in the attached final MOU which was sent to them on June 22, 2014. Following is further evidence of our continued efforts to negotiate in good faith:

-----Original Message-----

From: Chris Silva [<mailto:csilva@bardavon.org>]
Sent: Monday, June 23, 2014 5:21 PM
To: Rita Cox
Subject: Re: Fair Game MOU

It needs to be first refusal on booking

Sent from my iPhone

On Jun 23, 2014, at 8:43 AM, Rita Cox <rcox@SaratogaCasino.com> wrote:

> I'm happy to make it a monthly meeting.

>

> -----Original Message-----

> From: Chris Silva [<mailto:csilva@bardavon.org>]
> Sent: Sunday, June 22, 2014 7:00 PM
> To: Rita Cox
> Subject: Re: Fair Game MOU

>

> Booking is a daily constant process not a quarterly one.

>

> Sent from my iPhone

>

> On Jun 22, 2014, at 12:35 PM, Rita Cox <rcox@SaratogaCasino.com> wrote:

>

>> Chris,

>>

>> The best we can do is add the following clause:

>>

Exhibit IX.B.2.b (Declined Agreements):

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>> The Developer and the Venues agree to meet quarterly to discuss, review and coordinate the booking of headline acts.

>>

>> It is added in both the red lined and clean copies attached.

>>

>> Yes, we believe this to be the beginning of a partnership that works together to ensure the future of the arts and entertainment in the Hudson Valley.

>>

>> Please let me know if you have any questions. Thanks so much!

>>

>>

>> Rita Cox

>> SVP Marketing

>> Saratoga Casino and Raceway

>> 518-581-5716

As we expressed in our following response of June 23, 2014, we chose at this point to decline to enter into an agreement with them. Our final offer remains open to the group and we look forward to working with them if Hudson Valley Casino & Resort is awarded a license in the region:

Sent: Tuesday, June 24, 2014 4:31 PM

To: Chris Silva [csilva@bardavon.org]

Chris,

We're very sorry we weren't able to get together with Fairgame regarding Bardavon, UPAC and Bethel Woods as we would love to have you supporting our Hudson Valley Casino & Resort application.

Our offer remains open and we look forward to working with you after we've been selected for a casino license in the Hudson Valley.

Sincerely,

Rita Cox

SVP Marketing

Saratoga Casino and Raceway

518-581-5716

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.

Our negotiations with Orange County Arts Council have been ongoing since May 2014. After numerous discussions, the attached LOI was presented to them for approval on June 16, 2014. On June 23, 2014 we received the following message from Dawn Ansbro: "Thank you for this very generous offer. Unfortunately, we are partially funded by the county and not able to sign a letter of intent with any one particular casino applicant. I certainly look forward to the possibility of working with you and believe that, should you receive the license, we will develop a mutually beneficial relationship that allows the arts to be a vital part of what your resort will offer and support." We will continue working with this organization following to the awarding of the license in the Hudson Valley region.

Hudson Valley Casino & Resort has also worked to negotiate an agreement with Storm King Art Center. The attached LOI was sent to them on June 16, 2014 for their approval. On June 18, 2014, we received the following message from Anthony Davidowitz: "Having consulted with my colleagues, I am afraid that at this time we are choosing not to enter agreements with any of the casino bidders. That said, we look forward to working cooperatively in the future with any bid winners in ways that will benefit the community, tourism and development in the region, while furthering our nature preservation and arts education mission."

We believe that our individual venue agreements, combined with our 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

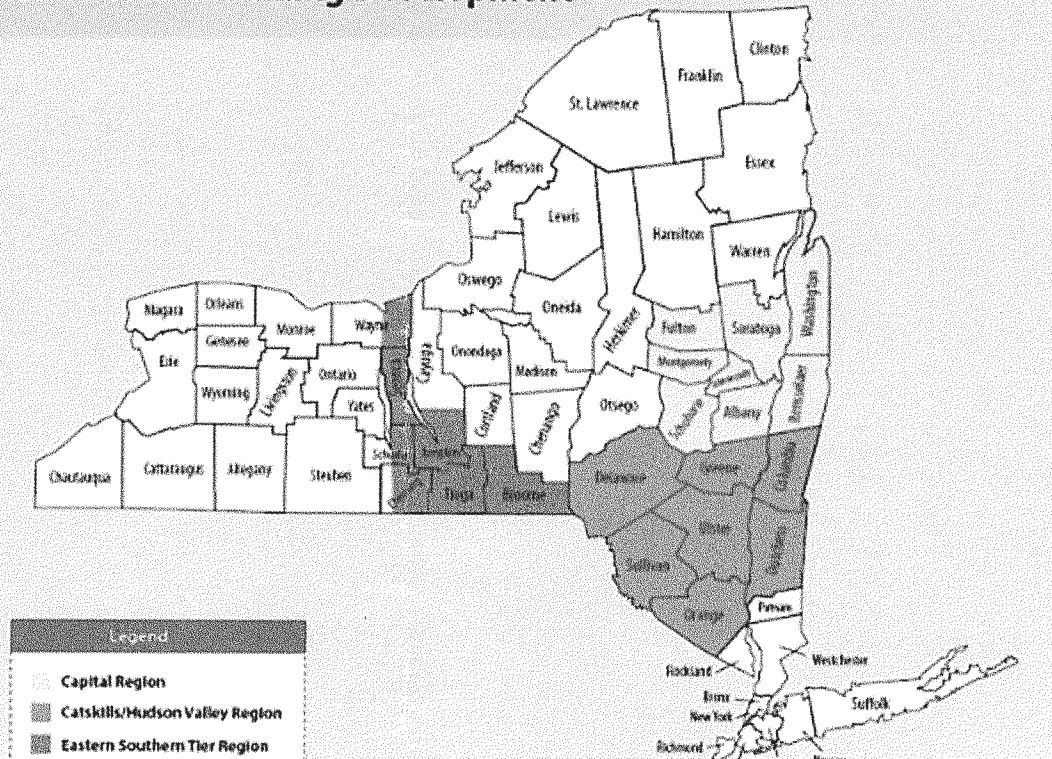
cc. Mr. James Featherstonhaugh, Partner and Secretary, Hudson Valley Casino and Resort



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.

Regions For Casino Gaming Development



The heart of art, entertainment, arts in education, people generation and tourism in the downtowns of Upstate New York and the regions developing Gaming.

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.

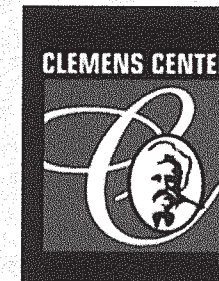
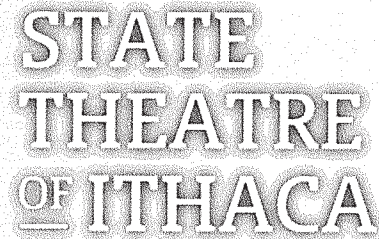
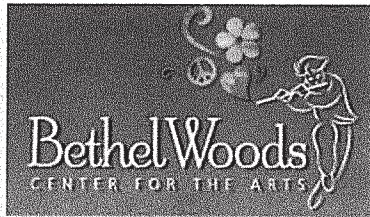
Working together, we seek to expedite the required application submission agreements with Live Entertainment Venues and ask for:

- *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
18 June 2014

This Memorandum of Understanding executed by Upstate Theater Coalition for a Fairgame LLC, see Appendix A, (“Fairgame”), 432 State Street, Schenectady, NY 12305, Bethel Woods Center for the Arts (“Bethel Woods”), 200 PO Box 222, Liberty, NY, Bardavon 1869 Opera House, Inc. (“Bardavon”), 35 Market Street, Poughkeepsie, NY 12601-3214 (Bethel Woods and Bardavon being collectively referred to as the “Venues”), and the Hudson Valley Casino and Resort, a New York based limited liability company with offices at 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 2000 with up to 24 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 Venues, with a quarterly payment to Fairgame (to be divided among and paid to the Venues and Fairgame in accordance with the agreement among the Venues and Fairgame) of .005% (one half of one percent) of Net Gaming Revenues, defined as Gross Gaming revenues minus “free play” minus State Gaming Taxes. 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 Fairgame 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: _____

BETHEL WOODS CENTER FOR THE ARTS

By: _____

BARDAVON 1869 OPERA HOUSE, INC.

By: _____

HUDSON VALLEY CASINO AND RESORT

By: _____

DRAFT Memorandum of
Understanding

18 June
2014

This Memorandum of Understanding executed by Upstate Theater Coalition for a Fairgame LLC, see Appendix A, (“Fairgame”), 432 State Street, Schenectady, NY 12305, Bethel Woods Center for the Arts (“Bethel Woods”), 200 PO Box 222, Liberty, NY, Bardavon 1869 Opera House, Inc. (“Bardavon”), 35 Market Street, Poughkeepsie, NY 12601-3214 (Bethel Woods and Bardavon being collectively referred to as the “Venues”), and the Hudson Valley Casino and Resort, a New York based limited liability company with offices at PO Box 34, Saratoga Springs, NY 12866 (“Casino Developer”).

The parties recognize that New York State is in the process of selecting 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 approximately 2200 with approximately 24 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 throughout the year. This agreement is based on the

foregoing intent and should the casino venue size, seats, number of events per year increase, 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 for a term of seven (7) years, commencing on the grand opening date of the facility, unless earlier terminated in accordance with the provisions hereof. 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.

- 1) Casino Developer and the Venues agree to meet quarterly to discuss, review and coordinate the booking of headline acts.
- 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 Venues, with an annual payment to Fairgame (to be divided among and paid to the Venues and Fairgame in accordance with the agreement among the Venues and Fairgame) of \$350,000. Should the Casino Developer expand its Entertainment Facility, construct one or more new facilities, the Casino Developer will promptly notify the other parties hereto of such planned activities and all parties will promptly thereafter negotiate an additional amount, to be paid to Fairgame 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: _____

BETHEL WOODS CENTER FOR THE ARTS

By: _____

BARDAVON 1869 OPERA HOUSE, INC.

By: _____

HUDSON VALLEY CASINO AND RESORT

By: _____

**Letter of Intent
With
HUDSON VALLEY CASINO & RESORT
For
Orange County Arts Council**

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, Orange County Arts Council agrees to the following during the term of this agreement.

I. HVCR TO PROVIDE:

1. \$20,000 ANNUAL SPONSORSHIP

2. CROSS MARKETING PARTNERSHIP BENEFITS:

Onsite Visibility – HVCR will showcase art pieces coordinated by Orange County Arts Council in multiple locations throughout the facility.

Onsite Events – HVCR will host an Orange County Arts Council showcase. The event will be marketed to all Players Club members as a way to support the arts in the Hudson Valley. The theme or program to be highlighted will be determined jointly between HVCR and Orange County Arts Council.

Cross Marketing – HVCR will provide marketing inclusion for Orange County Arts Council as a Premier Partner, 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. ORANGE COUNTY ARTS COUNCIL 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 and eblasts.

**III. TERM: The term of this agreement will be for a period of 7 Years
January 1, 2016 – December 31, 2023**

TERM – The term of this agreement will be for Seven (7) years, commencing on January 1, 2016, and ending on December 31, 2023. 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.

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: Orange County Arts Council
Dawn Ansbro
Executive Director
23 White Oak Drive
Chester, NY 10918

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

ORANGE COUNTY ARTS COUNCIL

Name: _____ Date _____
Title: _____

Date _____

**Letter of Intent
With
HUDSON VALLEY CASINO & RESORT
For
STORM KING ART 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, Storm King Art Center, hereinafter referred to as “Storm King”, 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 – Storm King 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 event. Discounted values will be absorbed by Storm King.

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

Onsite Marketing – HVCR will provide marketing inclusion for Storm King as a Premier Partner, and for events held at Storm King, 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. STORM KING 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.

**III. TERM: The term of this agreement will be for a period of 7 Years
January 1, 2016 – December 31, 2023**

TERM – The term of this agreement will be for Seven (7) years, commencing on January 1, 2016, and ending on December 31, 2023. 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 Storm King 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: Storm King Art Center
Attn: Anthony Davidowitz
1 Museum Road
New Windsor, NY 12553

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

STORM KING ART CENTER

Name: _____ Date _____
Title: _____

Name: _____ Date _____
Title: _____