# **LOCAL BUSINESS PROMOTION**

### **EXHIBIT IX. B.1**

Cross promoting with business in the local area will not only enhance the overall revenue for the community but will create the ability to offer a full experience to our guests. The ability to have a list of local retailers and service providers to assist our guests with various needs during the stay will help Resorts World Hudson Valley deliver a level of service only found at the finest establishments.

Creating a cross-promotion through our advertising efforts on the property and through our customer direct communication will include many avenues and opportunities for local merchants and venues.

- Video loop featured in the hotel and throughout the resort property with a segment focused on local businesses, attractions and events.
- Special displays on property to feature the local area offerings.
- Digital advertising inclusion on our website with links to service providers and local businesses.
- Discount programs for customers utilizing local businesses and for local businesses to offer customers for the resort.
- Preferred vendor listing in the hotel room guest book with contact and general information.
- Sponsor banners and digital opportunities at large events on the property.
- Our support of local venues will include revenue enhancing activities and purchases directly for the resort.
- Encouraging gaming patrons to utilize their earned points to purchase goods at retailers locally.
- Creating events that involve local venues, retailers and service providers in the area.
- Foodie weekends that feature multiple dining experiences in the local area including the local wineries and beer crafters.
- Special packages that feature some of the local flavor of the region such as: apple picking weekends, antique shopping, tastes of the town and cultural exhibits or performances.
- A guide offering services for local vendors will be presented to guests, meeting planners and private function planners.
- Partnerships with pet spas and boarding facilities for overnight visitors to utilize locally.
- Food and beverage items purchased locally featured in dishes in the various dining outlets.
- Hospitality baskets for VIPs featuring items purchased locally.
- Retail outlets featuring goods.
- Player Development and promotional gift giveaways.
- Sponsorship of events at local venues.











This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the day of June, 2014 (the "Effective Date"), by and between Robbert Family incurate us located at 7/4 Plant let 1 de New Part | ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

. List Products/Services: NYS wire was totally Live music

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations.
   Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

• Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth

above.

NAME: Harm Robin

By: Kobbco

RW ORANGE COUNTY LLC

By:

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 26 day of June 2014 (the "Effective Date"), by and between Happy + Company Local Scated at 11 DALLS PL, BEACON, NY 1208 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

List Products/Services: LETAIL GOODS

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations.
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  member or patron discounts or other collaborative efforts to encourage visitation by
  Business customers to the Resort and visitation by Resort customers to the Business.

 Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Report and the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME: LE PRESE HAPPY + COMPANY WINES LLC

Hy: Jan Pare

RW ORANGE COUNTY LLC

By: Prescent

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the <a href="#">25</a> day of <a href="#">June</a>, 2014 (the "Effective Date"), by and between <a href="#">26</a> ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

· List Products/Services: Telephones, Campiers and Cappers

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

• Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME:

By: Account = xervine

RW ORANGE, COUNTY LLC

Its

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

List Products/Services: There Build-out (Rudson Valley Wiches Design) & Remediation & Restoration Services (Mudson Valley DKI)

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations.
   Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

 Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME: Hudson Valley Contracting GROUP

By: James Brzyy

RW ORANGE COUNTY LLC

By: Arestent Drestent

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the <a href="26">26</a> day of <a href="26">June</a>, 2014 (the "Effective Date"), by and between <a href="296">Brid's Closet</a> located at <a href="296">296 Main Street Cornwall NY 12518</a> ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

• List Products/Services: Tarot cards/

readings, Crystals, Incense, Herbs, Oils, Jewelry, Drums, Candles & more The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

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from time to time by and between the Resort and the Business.

RW ORANGE COUNTY LLC

Its: \_\_\_\_\_

Such other collaborative marketing and cross-promotional efforts as may be determined

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the <a href="Marketing-left">25</a> day of <a href="Marketing-left">June</a>, 2014 (the "Effective Date"), by and between <a href="Lan Marketing-left">Lan Marketing-left Mudson Valley Advertising located at <a href="Pobox 573, Rock Hill, NY 12775">pobox 573, Rock Hill, NY 12775</a> ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

• List Products/Services: Graphic, Advertising, Web & Print Design and Social Media Consulting & Management

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

Such other collaborative marketing and cross-promotional efforts as may be determined

from time to time by and between the Resort and the Business.

Its: \_\_\_\_\_

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The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

Des de du Considera	Hotel Accomodations and Live Music Entertainment
Products/Services:	

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

# ACREEMENTS

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations.
   Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
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 Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

BUSINES	is name_	Travel	Jun	
By Its		Carr B	sa food o	<b>5</b>
DW OD A	NGE COU	UNTY LLC		
ELTY CARA				

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25" day of have 2014 (the "Effective Date"), by and between Assault LLC located at 51 states of Group 131 (0524 ("Business") and RW Orange County 140 the "Resout") (Business and the Reson are heromatter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively soils products and services in the region and employs citizens from the State:

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business:

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for

• List Products Services: CARRIVE, CHEF SOUNCES NUTVATIONAL & HORITH DENS SERVES ALL COCALATE DELVIS RELIGIOUS DELVIS ALL COCALATE DELVIS RESOLUTIONS DEL COCALATE DELVIS RESOLUTIONS DEL COCALATE DEL C

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
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- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

 Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

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Ву	12	AMUZZ	ful	
Its: 4		4/10/	学	
		CIE CON	Nomen and the second	
	OKAN	GE COU	NTY LLC	
By: _	nder standigen de stender en delpte hat gerege e	nan lurings pull trocklada. Propi e ngapa napurta	and languages was selective	

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This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the <u>26</u> day of

June , 2014 (the "Effective Date"), by and between <u>Brotherhood</u>, <u>America's Oldest Winery</u> located at

<u>100 Brotherhood Plaza Drive</u>, <u>Washingtonville</u>, <u>NY 10992</u> ("Business") and RW Orange County LLC (the
"Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party"

and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York

Gaming Economic Development Act of 2013 (the "Act") and in connection with the

Act has issued a Request for Applications to Develop and Operate a Gaming Facility in

New York State (the "RFA") and Resort, as an applicant under the RFA, desires to

protect and promote area businesses and organizations related to expanded gaming

activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

List Products/Services: Wine

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

6.

The Resort will meet with the Business with the intention to develop a cross-marketing

strategy for the mutual benefit of the parties prior to commencement of operations.

Following commencement of operations, the parties will review the strategy in good faith

on an annual basis.

· To the extent the Resort offers any type of customer loyalty program, associated

program "points" may be used at the Business and loyalty points redeemed at the

Business shall be reimbursed to the Business by the Resort, terms of which will be

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· The Resort and the Business may collaborate on mutually agreed promotions, mutual

member or patron discounts or other collaborative efforts to encourage visitation by

Business customers to the Resort and visitation by Resort customers to the Business. 2

Such other collaborative marketing and cross-promotional efforts as may be determined

from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth

above.

NAME: Brotherhood, America's Oldest Winery

By: <u>L.Hernan Donoso</u>

**Its: President** 

**RW ORANGE COUNTY LLC** 



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This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the June \_\_\_\_\_, 2014 (the "Effective Date"), by and between MILLSPAUGH FURNITURE located at 52 Main Street, Walden, NY 12586 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for FURNITURE, FURNISHINGS, BEDDING AND FURNITURE & DECORATION RELATED ACCESSORIES AND SPECIALTY ITEMS:

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
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• Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

MILLSPAUGH FURNITURE

By: Kun Miller
Its:

**RW ORANGE COUNTY LLC** 

By:	
Its:	

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the <a href="2">21</a> day of <a href="2">June</a>, 2014 (the "Effective Date"), by and between <a href="2">2 / 1/25 / 1

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

. List Products/Services: Vineyard & Winery tours m/ Even ts

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
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Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.
 This Agreement shall be nonbinding on the parties.
 IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.
 NAME: Christopher Jacobs Wherey at Abunings Unayard, llc.

NAME: Christopher Jacobs Winery at	Abn nings	Vineyard, 11
By: Monica Pennings Its: Ouner		
RW ORANGE COUNTY LLC		

By: \_\_\_\_\_ Its:

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 26 day of June, 2014 (the "Effective Date"), by and between Penning 3 Vision 5 ile located at 469 Rt 17K, 8011-1. (Cock Tovern N) ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State:

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The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

• List Products/Services: Lenta | Properties

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

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 Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

NAME: Penni	ngs Visions
By: Chris Per Its: Owner	unings
RW ORANGE CO	UNTY LLC
By: Its:	

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the <u>12</u> day of <u>June</u>, 2014 (the "Effective Date"), by and between <u>Knapp Consultants Indocated at 469 2+ 17 K, Suite | Rock Taron, N ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").</u>

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

· List Products/Services: Recruiting & Staffing

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

• Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

NAM	IE: KNOPP Consultants, Inc
By: _ Its: _	Chris Pennings Dir. of Operations
RW	ORANGE COUNTY LLC
By: _ Its: _	

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25 day of June . 2014 (the "Effective Date"), by and between 2.12 (1007 to 1007 to 1007 to 1004 at 1 1007 to 1007 to

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business:

The Resort may have the opportunity to contract with the Business for:

List Products/Services: 1 GndS/SPins instanction, Planting, Paper instanction

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a garding license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations.
   Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual
  member or patron discounts or other collaborative efforts to encourage visitation by
  Business customers to the Resort and visitation by Resort customers to the Business.

Such other collaborative marketing and cross-promotional efforts as may be determined

from time to time by and between the Resort and the Business.

RW ORANGE COUNTY LLC

By:
Its:

	in .		

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the depth day of June . 2014 (the "Effective Date"), by and between Section ("Business") and RW Orange County LLC (the "Resort") (Business and the Reson are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State:

The Business actively sells products and services in the region and employs citizens from the State:

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

· List Products/Services: LandServe standing much Decumbre Stand

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good fuith on an annual basis.
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  member or patron discounts or other collaborative efforts to encourage visitation by
  Business customers to the Resort and visitation by Resort customers to the Business.

 Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

IN WITNESS WHEREOF, the Parties have executed above.	outed this Agreement on the date first so	et forth
NAME: Mily		
By: Michain Yeoman Is: Member		
RW ORANGE COUNTY LLC		
By: Its:		
the state of the s		

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State:

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

· List Products/Services: Business and Management Consulting Services

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual
  member or patron discounts or other collaborative efforts to encourage visitation by
  Business customers to the Resort and visitation by Resort customers to the Business.

Such other collaborative marketing and cross-promotional efforts as may be determined

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This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the June, 2014 (the "Effective Date"), by and between July Lynx AT Russian located at B7 NEVERSINE OR Part Juny Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

• List Products/Services: GOLF

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations.
   Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

 Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

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The Business actively sells products and services in the region and employs citizens from the State:

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for catering services;

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

#### **AGREEMENTS**

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.
- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

IN WITNESS WHEREOF, the Parties	have executed this Agreement of	on the date first set forth above
---------------------------------	---------------------------------	-----------------------------------

By: Managing Partner
RW ORANGE COUNTY LLC
By: Its:

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the day of Sunce, 2014 (the "Effective Date"), by and between located at Bonura's Little Sicily Restaurant & Bar ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State:

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for catering services;

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

### **AGREEMENTS**

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.
- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

By: Member
RW ORANGE COUNTY LLC
By:

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the day of \_\_\_\_\_, 2014 (the "Effective Date"), by and between \_\_\_\_ located at The Grandview ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for catering services;

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

#### **AGREEMENTS**

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.
- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.



This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the day of \( \subsection \) \( \subsectio

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State:

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

#### **AGREEMENTS**

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business, Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.
- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

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By: Dough A Bon 8 Its: V President
RW ORANGE COUNTY LLC
By:
Its:

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the day of <u>Supe</u>, 2014 (the "Effective Date"), by and between West Hills Country Club located at 121 Golf Links Road, Middletown NY 10940 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for guests' use of the golf course and other facilities;

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations.
   Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

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This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

WE:	ST HILLS COUNTRY CLUB, LLC  JOSEPH A Bon P
	ORANGE COUNTY LLC
By: its:	····

### CROSS AN ARREST INGLETYER OF INTENS

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 35 day of June, 2014 (the "Effective Date"), by and between 11 Excellent located at 11 Water born Kernellent NY 11/41 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the Farter?

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to the total and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The flexist's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

\* Les Products Berrices Excavating Contractor

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

in harberance of the foregoing and in consideration of the agreements of forth before, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing
  strategy for the method benefit of the patties of the commencement of operations.
  Following commencement or operations, the parties will review the strategy in good faith
  on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be responsible them can the Resort and the fractions of the business to the proper redemption used with the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Proties have executed this Agreement on the date first set forth above.

NAME: Brock Majewski VP Allied Excavating Inc

By: While Excavating Inc

RW ORANGE COUNTY LLC

By:	 	 	
D150			

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

· List Products/Services: Wine, Cide, 3p1-its

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

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This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME: Warwick Valley Winery
By: Juny tito
Its: JP

RW ORANGE COUNTY LLC
By:

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25 day of June, 2014 (the "Effective Date"), by and between Lawy Interior Lundscape Jocated at PO By 776 Million Ny 10946 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

· List Products/Services: Interior Landscaper, Plant Maintenance of Design

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations.
   Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

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This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME: Carul Maloney Interior Land scuping

By: Carul Maloney-Carrizzu

Its: Owner/ President

**RW ORANGE COUNTY LLC** 

By: \_\_\_\_\_ Its: \_\_\_\_\_

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the day of June, 2014 (the "Effective Date"), by and between Meuburgh Brewing Company located at 88 S Coben St., Newburgh, NY 12537 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State,

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

• List Products/Services: Dee

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
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- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAI	ме: <u>N</u> e	uburgh	Brewing	COMPANY
By:	Paul	Halanko	T3	e H
lts:	President	COD	-	

# **RW ORANGE COUNTY LLC**

By:	 
Its:	 41.3

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 23rd day of June 2014 (the "Effective Date"), by and between Hudson Valley Sales Training, LC located at 81 Horton Rd. Washingtonville, NY 10992 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State.

The Business actively sells products and services in the region and employs citizens from the State.

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business.

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

List Products/Services: Organizational training and consulting - sales & customer service

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resert will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations.
   Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual
  member or patron discounts or other collaborative efforts to encourage visitation by
  Business customers to the Resort and visitation by Resort customers to the Business

 A major capital investment from a tax-paying entity is needed to revolutionize the business community here in the Town of Montgomery while reducing the tax burden on our residents.

Resorts World Hudson Valley will energize our local economy. We urge you to, please, grant Resorts World Orange County LLC the ability to re-build the local economy of Montgomery and the surrounding Hudson Valley area.

Sincerely,

Debra Pearlman - President

**Hudson Valley Sales Training, LLC** 

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25 day of June , 2014 (the "Effective Date"), by and between Helicopher Flight Services located at Under Art 1014 Under No ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

· List Products/Services: Helicopter Charters and Other flight Services

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

## ACREEMENTS

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME: Astropter Flight Sources

By: Michael Croisson t

Its: priot

RW ORANGE COUNTY LLC

By: \_\_\_\_\_



This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the day of June, 2014 (the "Effective Date"), by and between Sandy Bride Market located at County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

List Products/Services: Nathan Spitzs

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME: Juingly Bridge Mus By: Midwel Civissant

Its: Owner

RW ORANGE COUNTY LLC

By: \_\_\_\_\_\_ Its: \_\_\_\_\_

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the <a href="Line">26</a> day of <a href="June">June</a>, 2014 (the "Effective Date"), by and between <a href="Line">Line</a> Falina Stews located at <a href="G3">G3">O LITTLE BRITAIN ROAD N. MINDSOR ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

•	List Products/Services:_	SIGNAGE	
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The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations.
   Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAI	ME: VINCENT FIARMA
By:	VINCENT FARINA 6-26-14
165.	
RW	ORANGE COUNTY LLC
By:	
Its:	

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the June, 2014 (the "Effective Date"), by and between Sake Sound located at County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

· List Products/Services: Security Cameras, Fire Alarm, Burglan Alarm

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

Such other collaborative marketing and cross-promotional efforts as may be determined

from time to time by and between the Resort and the Business.

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 1/2 day of June , 2014 (the "Effective Date"), by and between 1/21/3 Gak Cleaver of located at 1/26 pex 395 Unis Gak NY 126 py ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

· List Products/Services: Day cleaning of I Aundry Sanua

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

 Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME: JAILS MATE Clean	veng	
By: Mul Myss/m 12	Mmaging	Under
RW ORANGE COUNTY LLC		

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2014 (the "Effective Date"), by and between \_\_\_\_\_\_\_\_\_ located at \_\_\_\_\_\_\_ ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

\* Drome House Vieles + Photography

• List Products/Services: Video training, photography

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

• Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAN	Æ:_	106	100-	<u>u 1</u>	<u>100</u>	_e_	
Ву:					1		
Its: _			<del>-</del>				
RW	OR	ANG	E COU	J <b>NTY</b>	LLC		
By:							
Its:							

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the ZC day of June , 2014 (the "Effective Date"), by and between Auric Information Peckeying located at 12 Spune | Hell Cornwal , NY 12518 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

· List Products/Services: Comnercial Printing, Plan runs Ad Specialhes

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

Such other collaborative marketing and cross-promotional efforts as may be determined

from time to time by and between the Resort and the Business.

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the <a href="#">34</a> day of <a href="#">June</a>, 2014 (the "Effective Date"), by and between <a href="#">570 Main St. Compared N.Y. 12518</a> ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

· List Products/Services: Real Estate Sales & rentals

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.
 This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth

NAME: Smitchgu Realty Inc.

By: Ellen Smitchgu Kelly
Its: officer

RW ORANGE COUNTY LLC

By: \_\_\_\_\_\_

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 14 day of June, 2014 (the "Effective Date"), by and between Firtheliffe Techno located at 198 willow Ave Cornwall, NY ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

• List Products/Services: OUTSIDE LT, Maintain computers, NETWORKS and Servers

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

Its: \_\_\_\_

Such other collaborative marketing and cross-promotional efforts as may be determined

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the <a href="24">24</a> day of <a href="24">June</a>, 2014 (the "Effective Date"), by and between <a href="#FLC Equipment">FLC Equipment</a> located at <a href="1980">1980</a>, <a href="1980">1980</a>, <a href="1980">1980</a>, <a href="1980">1980</a> and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

• List Products/Services: <u>Computer Hundwane</u>, <u>Softwane</u> and <u>Supplies</u>

The Parties wish to set forth certain terms and conditions governing the relationship

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

• Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

By: <u>Fred Cew 1S</u> Its: <u>president</u>

RW ORANGE COUNTY LLC

By:		
Its:		
100.		

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the day of June, 2014 (the "Effective Date"), by and between S/F7WORKS 22 located at CORNWALL DW HUSSW, W ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

· List Products/Services: Waspitality Stifts / Kift Backet

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
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- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

Its:

Such other collaborative marketing and cross-promotional efforts as may be determined

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the day of June, 2014 (the "Effective Date"), by and between NEW YORK EYEWEAR. located at 47 No. PLANK Rd, NEWburgh, N.Y. ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

• List Products/Services: EYEWEAR, UISION CARE, SAFETY GLASSES,

OPTI UTL GOODS AND FABRICATION, EYE EXAMS, CONTACTS

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME: Jeanne D. Brady
Its: Owner

RW ORANGE COUNTY LLC

Such other collaborative marketing and cross-promotional efforts as may be determined

from time to time by and between the Resort and the Business.

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the $\mathcal{Y}_{\mathrm{day}0}$
June , 2014 (the "Effective Date"), by and between <u>fiesh Conjunct</u> located a 100 ("Business") and RW Orange County LLC (the
("Business") and RW Orange County LLC (the
"Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party'
and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

• List Products/Services: Cife / ford & Bever

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

• Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the	ne date first set forth
above.	3 1 6
NAME: HEASHER WOJE HOWSKI	anver
By: VILLAGE OF COTI	1 FRESHO CAFE
tis:	It & CATRLET
RW ORANGE COUNTY LLC	
By:	

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the day of June\_, 2014 (the "Effective Date"), by and between Interest into as of the located at Cerval ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

· List Products/Services: OFFICE ENVIRONMENT & FIRMISHIUKS

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME:

Such other collaborative marketing and cross-promotional efforts as may be determined

NAME: Cabel Surfaces Pace

By: MICOLASe Summer RESO, Runci Pace

RW ORANGE COUNTY LLC

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the <a href="#">24</a> day of <a href="#">June</a>, 2014 (the "Effective Date"), by and between <a href="#">7AXDEBT.Com</a> located at <a href="#">314 DEBT.Com</a> located at <a href="#">Business</a>") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State:

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for: NON Compciance

· List Products/Services: TAX PREPARATION + CONSCITING SERVICES

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
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- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

• Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME:	TAXD	EBT.COI	W IN	CORPOR	MED
BV	nor	Mu Pe Ross	PRES 10	ler T	
Ité:	TERON	ne Ross	IT, 4	Le m	T
				7453 /08	

RW ORANGE COUNTY LLC

By:	
Its:	

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the JS day of	of
June, 2014 (the "Effective Date"), by and between No Three Inc located of Griffe St Dwg gwg 191390 ("Business") and RW Orange County LLC (the	at
16 OTHER IT MICH & WOLLD ("Business") and RW Orange County LLC (th	ıe
"Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party	/ <sup>I†</sup>
and collectively as the "Parties").	

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

•	List Products/Services:	Document Shreddin	prices

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

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- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

Such other collaborative marketing and cross-promotional efforts as may be determined

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the June\_, 2014 (the "Effective Date"), by and between Destination Dreamz\_\_\_\_ located at 11 Amy Ln, Now windsor wy \_\_\_\_ ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

•	List Products/Services:	Travel	Advisor	
---	-------------------------	--------	---------	--

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

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Such other collaborative marketing and cross-promotional efforts as may be determined

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The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

• List Products/Services: GPS TARKING SPRVICES

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

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- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

Such other collaborative marketing and cross-promotional efforts as may be determined

from time to time by and between the Resort and the Business.

Its: \_\_\_\_\_

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the <u>Q5</u> day of <u>June</u>, 2014 (the "Effective Date"), by and between <u>PERSONALIZE II</u> located at <u>JUNE DO NAUDER DI 12550</u> ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

· List Products/Services: EMISKOIDERY, SCREEN PRINTING, PROMOTIONAL PRODUCTS

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

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Such other collaborative marketing and cross-promotional efforts as may be determined

from time to time by and between the Resort and the Business.

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The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

• List Products/Services: SECURITY GUARDS / PATROLS / VIP PROTECTION / INVESTIGATIONS

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

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• Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME: SCOTT F. PERM
By: Yrce PRESIDENT
RW ORANGE COUNTY LLC
By:

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the	6-25 day of
June , 2014 (the "Effective Date"), by and between Jony The Tile 1997 ("Business") and RW Orange Cou "Resort") (Business and the Resort are hereinalter referred to from time to time each	located at
124 Caillakou middlette W. ("Business") and RW Orange Cou	inty LLC (the
"Resort") (Business and the Resort are hereinafter referred to from time to time each	h as a "Party"
and collectively as the "Parties").	J

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

· List Products/Services: 1 (le Bathrom Sich

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

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- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME: July Vargus

By: July Vargus

RW ORANGE COUNTY LLC

By:

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the June day of June 2014 (the "Effective Date"), by and between Viciolan located at 37 Continental Dr. New Vindsor NY ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

List Products/Services: Renewable Energy

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
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- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME: Standard County

By: Lis: Consultante

RW ORANGE COUNTY LLC

from time to time by and between the Resort and the Business.

Such other collaborative marketing and cross-promotional efforts as may be determined

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25 day of June , 2014 (the "Effective Date"), by and between HUDSON VALLEY RETRICAL located at ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

• List Products/Services: ELECTRICAL CONTRACTUR

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
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- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME: THOMAS R-SKEAN
By: OWNER
RW ORANGE COUNTY LLC
By:
Its:

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the <u>Jo</u> day of <u>June</u>, 2014 (the "Effective Date"), by and between <u>De Jerone wittner</u> located at <u>S CATALPA ROAD</u>, Naux West, NY ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

· List Products/Services: chirapractic services

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

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This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME: DR JEROME WITTHER
By: Demo 1000000000000000000000000000000000000
RW ORANGE COUNTY LLC
By:
Its:

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the A5 day of June, 2014 (the "Effective Date"), by and between Heartland Poyment 3/5 located at Co Martin Rt. Phasant Valley ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

• List Products/Services: Credit Card Processing + Payroll Processing

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

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Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.
 This Agreement shall be nonbinding on the parties.
 IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth

IN WITHESS WHEREOF, the Parties have exe
above.
NAME: Vataone Torino
By: Vor Cr. Its: Relationship Mgr.
RW ORANGE COUNTY LLC
Ву:
Its:

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

· List Products/Services: Life + Relatimship backers

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

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Such other collaborative marketing and cross-promotional efforts as may be determined

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25 day of June, 2014 (the "Effective Date"), by and between 24 her Alex States 1 located at The Alexander of the Resort ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

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The Resort may have the opportunity to contract with the Business for:

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

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- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME: TOM EMMES

ts: DECEMBER SALES

RW ORANGE COUNTY LLC

By:	
Its:	

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25 day of
June, 2014 (the "Effective Date"), by and between / is as / Concepts / holography located at ("Business") and RW Orange County LLC (the
"Business") and RW Orange County LLC (the
"Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party"
and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

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The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

· List Products/Services: Photography & Design Services

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME: derany Landolla
By: Complete
Its Dune
RW ORANGE COUNTY LLC

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the June, 2014 (the "Effective Date"), by and between	day of
"Resort") (Business and the Resort are hereinafter referred to from time to time each	ty LLC (the
"Resort") (Business and the Resort are hereinafter referred to from time to time each	as a "Party"
and collectively as the "Parties").	-

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

• List Products/Services: Honor MAN Senvice

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME: ON ONE TO SET T

Such other collaborative marketing and cross-promotional efforts as may be determined

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the day of June, 2014 (the "Effective Date"), by and between to located at County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

• List Products/Services: Vace & Dada Cabling Paging Communicadions,

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

This Agreement shall be nonbinding on the parties.

IN WITN	S WHEREOF, the Parties have executed this Agreement on the date first set forth
above.	
NAME:	Vot Stal I'm

By: \_\_\_\_\_\_\_Its:

RW ORANGE COUNTY LLC

By:			
Its:			

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the June \_\_, 2014 (the "Effective Date"), by and between LHRISTOPHER CARTER CONSULTANGUOCATED at CLEMENCE DR. JEN WINDSOR, NY 12553 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

• List Products/Services: COMPUTER AND NETWORK SERVICES

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME: CHRISTOPHER W. CARTER
By: Durde R
RW ORANGE COUNTY LLC
By: Its:

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25 day of June, 2014 (the "Effective Date"), by and between Kite Choice Kleenus Inc located at 1 When in Court Middletown, N.Y. 1894 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

· List Products/Services: Chearing, Janitorial Products, Consulting training

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME: David Niles

By: Coracturies May.

RW ORANGE COUNTY LLC

Such other collaborative marketing and cross-promotional efforts as may be determined

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the <a href="25">25</a> day of <a href="25">June</a>, 2014 (the "Effective Date"), by and between <a href="25">FEC GALLEY</a> located at <a href="26">located at <a href="26">16">16">16"</a> ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

• List Products Services: AUTROS - PLAQUES - ENGRAVING GIFTS ENGRAVE YOUR LOGG ON PRODUCTS - GIFTS HOD - The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME: BROCE COHEN

By: Bruce Police

RW ORANGE COUNTY LLC

By:

Such other collaborative marketing and cross-promotional efforts as may be determined

from time to time by and between the Resort and the Business.

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the June , 2014 (the "Effective Date"), by and between Wellet Envelope located at 1720 Oct 301, National ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

• List Products/Services: Business Cards letter head, envelopes, flyers,
The Parties wish to set forth certain terms and conditions governing the relationship
between the Resort and the Business should the Resort obtain a gaming license to
operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.
 This Agreement shall be nonbinding on the parties.
 IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.
 NAME: Sales Mangel
 RW ORANGE COUNTY LLC

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 23rdday of June, 2014 (the "Effective Date") by and between Osiris County Club located at 110 Country Club Rd. Walden NY ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for guests' use of the golf course and other facilities;

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Sitc; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

GOLF COURSE NAME:	
OSIRIS COUNTRY CLUB	
By	>
Its: Owner	
RW ORANGE COUNTY LLC	
By:	
By:	



The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

• List Products/Services: Tarot cards/

readings, Crystals, Incense, Herbs, Oils, Jewelry, Drums, Candles & more The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

This Agreement shall be nonbinding on the parties.

	have executed this Agreement on the date first set forth
above.	
NAME: Bonnadollo Marahano	Brid's Closet
Ву:	

RW ORANGE COUNTY LLC

By: Wealers

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

List Products/Services: Graphic, Advertising, Web & Print Design and Social Media Consulting & Management

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations.
   Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth

above.

NAME:

By: Ion Many
Its: Owner

- 12 TENNO GO ESCADO POR ARRADO DO ESCADO POR

By:

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June 2014 (the "Effective Date"), by and between Francisco Incated at 2014 (the "Resort") Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

Products/Services:_	Hotel Accomodations and Live Music Entertainment

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

## ACREEMENTS

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations.
   Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual
  member or patron discounts or other collaborative efforts to encourage visitation by
  Business customers to the Resort and visitation by Resort customers to the Business.

1

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This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

BUSINESS	NAME_	Travel	Jun	· · · · · · · · · · · · · · · · · · ·
_	VIKE	en e	sapadas	
Its:		-		

RW ORANG	COUNTY	JEC.
By:	Cut	1, X
Its:	prestur	U

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25" day of Intent 2014 (the "Freche Date"), by and between Assigned 126 feeded at Science 127 Georges 184 (1944) ("Business") and RW Orange County LLC the "Resout") (Business and the Reson are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties")

The State of New York (the "State") has signed into law The Upstate New York Citioning Feonomic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Lielling in New York State (the "RFA") and Resort as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State.

The Business actively solls products and services in the region and employs entrens from the State.

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business:

The Resort's proposed facility will increase the customer base for the Business,

The Resort may bave the opportunity to contract with the Business for

• List Products Services CACCOCK / CARE SERVES / NOTVATIONAL & HERCHHA DENNA SERVICES ARE COCACAT The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaoing license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations.
   Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Report offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reliabursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

• Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME:

By:

RW ORANGE COUNTY LLC

By:

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 26 day of

June, 2014 (the "Effective Date"), by and between <u>Brotherhood</u>, <u>America's Oldest Winery</u> located at

100 Brotherhood Plaza Drive, Washingtonville, NY 10992 ("Business") and RW Orange County LLC (the
"Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party"

and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York

Gaming Economic Development Act of 2013 (the "Act") and in connection with the

Act has issued a Request for Applications to Develop and Operate a Gaming Facility in

New York State (the "RFA") and Resort, as an applicant under the RFA, desires to

protect and promote area businesses and organizations related to expanded gaming

activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

List Products/Services: Wine

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

· The Resort will meet with the Business with the intention to develop a cross-marketing

strategy for the mutual benefit of the parties prior to commencement of operations.

Following commencement of operations, the parties will review the strategy in good faith

on an annual basis.

· To the extent the Resort offers any type of customer loyalty program , associated

program "points" may be used at the Business and loyalty points redeemed at the

Business shall be reimbursed to the Business by the Resort, terms of which will be

negotiated between the Resort and the Business. Loyalty point redemption ratios will be

at the Resort's sole discretion.

· The Resort and the Business may collaborate on mutually agreed promotions, mutual

member or patron discounts or other collaborative efforts to encourage visitation by

Business customers to the Resort and visitation by Resort customers to the Business. 2

· Such other collaborative marketing and cross-promotional efforts as may be determined

from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth

above.

NAME: Brotherhood, America's Oldest Winery

By: L.Hernan Donoso

its: President

**RW ORANGE COUNTY LLC** 

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the June June , 2014 (the "Effective Date"), by and between MILLSPAUGH FURNITURE located at 52 Main Street, Walden, NY 12586 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for FURNITURE, FURNISHINGS, BEDDING AND FURNITURE & DECORATION RELATED ACCESSORIES AND SPECIALTY ITEMS:

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

 Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

MILLSPAUGH FURNITURE

By:

RW ORANGE COUNTY LLC

By: -(

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the <u>JL</u> day of <u>June</u>, 2014 (the "Effective Date"), by and between <u>Christopher Jacobs Lime</u>located at <u>336 (rawford 51. Ime Buck N/Y</u> ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State:

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

· List Products/Services: Vineyard & Winery tourism/ Events

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

• Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME: Christopher Jacobs Winery at Rennings Vineyard, llc.

By: planica Pennings

RW ORANGE COUNTY LLC

By: Oreized

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

• List Products/Services: Lental Properties

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

• Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME: Pennings VISIOMS

By: Chris Pennings

Its: Owner

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 22 day of June, 2014 (the "Effective Date"), by and between Knapp Consultants Indocated at 469 2+ 17 k, Suite | Rock Tanon, N("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

· List Products/Services: Recruiting & staffing

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual
  member or patron discounts or other collaborative efforts to encourage visitation by
  Business customers to the Resort and visitation by Resort customers to the Business.

• Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth

NAME: Bhapp Consultants, Inc By: Chris Pennings Its: Dir. of Operations

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the Agreement of Intent (the "Agreement") is entered into as of the Agreement of Intent (the "Intent of the Agreement") is entered into as of the Agreement of Intent of

The State of New York (the "State") has signed into law The Upstate New York Granding Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business:

The Resort may have the opportunity to contract with the Business for:

· List Products Services: 1 SyndScaping in Standard Planting, Course in Standard

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a garding license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations.
   Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual
  member or putron discounts or other collaborative efforts to encourage visitation by
  Business customers to the Resort and visitation by Resort customers to the Business.

 Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonhinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME:

By 2000 Setur

Its: Product

RW ORANGE COUNTY LLC

Hy:

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the day of June . 2014 (the "Effective Date"), by and between Fold M makers (the Food Tocated at 1003 Fold See Control of County LLC (the "Resort") (Business and the Resort are beginnafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State:

The Business actively sells products and services in the region and employs citizens from the State:

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business:

The Resort's proposed facility will increase the customer base for the Business:

The Resort may have the opportunity to contract with the Business for:

\* List Products Services: Langue programs for Standing much Decompose Stand

The Parties wish to act forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

#### AGREFATENTS

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations.
   Following commencement of operations, the parties will review the strategy in good taith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business, Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual
  member or patron discounts or other collaborative efforts to encourage visitation by
  Business customers to the Resort and visitation by Resort customers to the Business.

• Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME:

By: Micham Yeoman

RW ORANGE COUNTY LLC

Ry; Its:

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 26 day of June\_, 2014 (the "Effective Date"), by and between \*\* \*\*X Roads Consulting\*\* located at \*\*Ib Thorns Lane, Highland, MY ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

· List Products/Services: Business and Management Consulting Services

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

• Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME: Make ampu

By: NICKI ANZIVINA
IIs: PRESIDENT

RW ORANGE COUNTY LLC

By: Cresilia

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 12 day of June , 2014 (the "Effective Date"), by and between 146 LYNX AT RIGHT DOCATED located at 87 NEVERSIAN DR AND JENNY Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

• List Products/Services: GOLF

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations.
   Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

 Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHE	REOF, the Parties ha	ave executed this	Agreement on the	ne date first set forth
above.	0			
NAME: MAN	lo Sano	no		
By:				
Its:				

RW ORANGE COUNTY LLC

By: Oreszenst

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the day of \_\_\_\_\_\_, 2014 (the "Effective Date"), by and between \_\_\_\_\_ located at Shadows on the Hudson ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State:

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for catering services;

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

### **AGREEMENTS**

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer toyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or
  patron discounts or other collaborative efforts to encourage visitation by Business customers to
  the Resort and visitation by Resort customers to the Business.
- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

SHADOWS ON THE HUDSON

By:

Managing partner

RW ORANGE COUNTY LLC

By:

2

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the day of Sune, 2014 (the "Effective Date"), by and between located at Bonura's Little Sicily Restaurant & Bar ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for catering services;

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

## **AGREEMENTS**

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy
  for the mutual benefit of the parties prior to commencement of operations. Following
  commencement of operations, the parties will review the strategy in good faith on an annual
  basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or
  patron discounts or other collaborative efforts to encourage visitation by Business customers to
  the Resort and visitation by Resort customers to the Business.
- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

BONURA'S LITTLE SICILY RESTAURANT & BAR

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the day of June, 2014 (the "Effective Date"), by and between located at The Grandview ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for catering services;

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

### **AGREEMENTS**

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy
  for the mutual benefit of the parties prior to commencement of operations. Following
  commencement of operations, the parties will review the strategy in good faith on an annual
  basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or
  patron discounts or other collaborative efforts to encourage visitation by Business customers to
  the Resort and visitation by Resort customers to the Business.
- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

THE GRANDVIEW

2

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25 day of 54. 2014 (the "Effective Date"), by and between \_\_\_ located at Poughkeepsie Grand Hotel ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State:

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site: and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

#### **AGREEMENTS**

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business, Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.
- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

POUGHKEEPSIE GRAND HOTEL

By: Joseph A Bon

RW ORANGE COUNTY LLC

By:

Its: presition

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the Ob day of Vane, 2014 (the "Effective Date"), by and between West Hills Country Club located at 121 Golf Links Road, Middletown NY 10940 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for guests' use of the golf course and other facilities;

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations.
   Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual
  member or patron discounts or other collaborative efforts to encourage visitation by
  Business customers to the Resort and visitation by Resort customers to the Business.

• Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

WEST HILLS COUNTRY CLUB, LLC

By: Volume

RW OBANGE COUNTY LLC

By:

### A WORLD AND AND A PARTY OF TAXEST

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to consecutated the presented businesses and common related to expanded parameter activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The housest's proposed tanders will provide a conquirecement concernment content in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

in industriance of the Freezodic and our religionship of the gamenrous solded before the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing state for the method benefit of the parties after to communicate of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be transportated from our the Business transfer point redemption report will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

 Such other exhibitorising medicating and cross-promisional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

IN METHERS WHEREAST, the Parties have expended that Agreement on the that fact first above.

NAME: Brock Majenti VP Allied Excavating Enc

By: Dil

RW ORANGE COUNTY LLC

By:

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the June . 2014 (the "Effective Date"), by and between War and Value Words located at Warrel, NJ 10990 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

· List Products/Services: Wine, Cide, Spirits

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations.
   Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

 Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME: Warwick Valley Winery

Its:

RW ØRANGE COUNTY LLC

BV/

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25 day of June, 2014 (the "Effective Date"), by and between Lard Malvay Interior Lundscape Jocated at PO But 776 Millitary NY 10976 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

· List Products/Services: Interior Landscaper, Plant Maintenance of Design

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

## **AGREEMENTS**

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations.
   Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual
  member or patron discounts or other collaborative efforts to encourage visitation by
  Business customers to the Resort and visitation by Resort customers to the Business.

1

Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth

NAME: Carul Maloney Interior Land scuping

By: Carul Maloney-Carrizzu

Its: Owner/President

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the discount day of June , 2014 (the "Effective Date"), by and between Newburgh Browing Company located at 88 S College St, Nowhorth, NY 12537) ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

• List Products/Services: DEE

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations.
   Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

name: <u>Neu</u>

By: Paul Halay Ko

RW ORANGE COUNTY LLC

By:

2

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25 day of June, 2014 (the "Effective Date"), by and between Helicopter flight Services located at Linden Ar Market M

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

· List Products/Services: Helicopter Charters and Other flight Sorvees

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAMOE: Arthopter Flight Sources

By: Michael Cruissant

Its: priot

RW OBANGE COUNTY LLC

By:

This Cross Marketing Letter of Intent (the	"Agreement") is ent	ered into	as of the	day of
June , 2014 (the "Effective Date"), by and	between Saningly	Bride	Merina	_ located at
871 staright Rd.	("Business") an			
"Resort") (Business and the Resort are here	nafter referred to fro	om time t	o time each	as a "Party"
and collectively as the "Parties").				

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

List Products/Services: Marka Senters

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations.
   Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

PAGE 05/14

 Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME:

By: Midwel Croissan

Its: Owner

RW ORANGE COUNTY LLC

By:

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the June , 2014 (the "Effective Date"), by and between VINNE FARINA STENS located at G30 LITTLE BRITAIN ROAD N. WINDSOR ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

• List Products/Services: SIGNAGE

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
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- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME: VINCENT FIARMA

By: VINCENT FARINA

RW ORANGE COUNTY LLC

By: Tresional Property

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the June, 2014 (the "Effective Date"), by and between Sake Sound located at County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

· List Products/Services: Security Camanas, Fire Alarm, Burglan Alarm

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
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- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth

NAME: Daniel T Mahoney

By: Ullus Its: President

RW ORANGE COUNTY-LLC

By: brossers

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the June\_, 2014 (the "Effective Date"), by and between Vt1/5 Gate Cleaver \ located at Po Box 395 Vm/5 Gate Ny 125 34 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

· List Products/Services: Day cleaning of I Aundry Services

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

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- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME:

By: Mulana

Managing Mules

RW ORANGE COUNTY LLC

By:

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the day of
June , 2014 (the "Effective Date"), by and between Brown Your Place located at
("Business") and RW Orange County LLC (the
"Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party"
and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

· List Products/Services: video training, photography

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
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This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth

NAN	ME: Provhe Hove	
By: Its:		
RW	ORANGE COUNTY LLC	
By: Its:	present 8	

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the ZC day of June , 2014 (the "Effective Date"), by and between Auric Information Perkeyus located at 12 Square Hell, Cornoll, NY 12518 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

· List Products/Services: Comnercial Printing, Prem rums, Ad Secrathes

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
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- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME:

By: Wynn Cons

RW ORANGE COUNTY LLC

Ву:

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

· List Products/Services: Real Estate Sales & rentals

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

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- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME: Smitchger Realty Inc.

By: Clen Smother Kelly Its: officer

RW ORANGE COUNTY LLC

By: president

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the <u>Jy</u> day of <u>June</u>, 2014 (the "Effective Date"), by and between <u>Firtheliffe Techno</u> located at <u>I98 willow Ave Cornwall</u>, <u>Ny</u> ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

• List Products/Services: OUTSIDE LT, Maintain Computers, networks and servers

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

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- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth

above,

NAME:

By: Fred Lewis

Its: CTO

RW OBANGE COUNTY LLC

By:

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

• List Products/Services: Computer Handwane, software and supplies

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
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- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

By: Fred CEWIS
Its: president

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the day of June, 2014 (the "Effective Date"), by and between S/F7WORKS 22 c located at CORNWALL DW HUSSWAY ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

• List Products/Services: \*\* | List Products/Services: \*\* | Spetality Suffa / |

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

#### **AGREEMENTS**

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- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

Lift Booket

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth

above.

NAME:

ANGELA CALABRO

Its:

RW ORANGE COUNTY LLC

By:

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the day of June, 2014 (the "Effective Date"), by and between NEW YORK EYEWEAR. located at 17 No. PLANK Rd, NEWburgh, M.4 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

• List Products/Services: EYEWEAR, UISION CARE, SAFETY GLASSES,

OPTIUAL GOODS AND FABRICATION, EYE EXAMS, CONTACTS

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
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- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

Its: Owner

RW ORANGE COUNTY LLC

By:

This (	Cross I	Marke	ting L	etter of	f Intent	(the "	Agreem	ent")	is e	ntere	d into	as of	the 2	1 de	av of
June	, 2014	4 (the	"Effec	tive Da	ate"), b	y and b	etween		ies	h	Cor	nua	County each as	locat	ed at
32	2 N	un	5	100			("Bu	sines	s") a	and R	W C	range	County	LLC	(the
"Reso	rt") (B	Busines	ss and	the Ré	sort are	herein	after re	ferre	l to f	from t	time	to time	each as	a "Pa	arty"
and co	ollectiv	ely as	the "I	Parties"	').										

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

• List Products/Services:\_

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the	e Parties have executed this Agreement on	the date first set forth
above.	<i>t</i>	NI.IN/FA
NAME: HEASHER	- WOJE HOWSKI	COCH CAR
By: VILLAGE OF	da the Worker	AL A CATHER
RW ORANGE COUNTY LL		
By:		

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

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The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

• List Products/Services: OFFICE ENVIRONMENT & FIRMISHIUKS

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

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This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME: Cabal

emacrifecoloce Inc

By: MICOLASC. SIMMERFED,

Principal

RW ORANGE COUNTY LLC

By:

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the <a href="#">June</a>, 2014 (the "Effective Date"), by and between <a href="#">TAXDEBT.Com</a> located at <a href="#">JURENT COM</a> located at <a href="#">Business</a>") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

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The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for: Non Compilian Co

· List Products/Services: TAX PREPARATION + CONSCITING SERVICES

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

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This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth

TAXDEBTICOM INCORPORATED ENOT PRESIDENT TEROME ROSSI, LLEMENTO PRESIDENT

RW ORANGE COUNTY LLC

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25 da	av of
June, 2014 (the "Effective Date"), by and between   W. Threa locate   County LLC   County LLC	ed at
16 Of the 14 My gue M175 10 ("Business") and RW Orange County LLC	(the
"Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Pa	artv"
and collectively as the "Parties").	

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The Resort may have the opportunity to contract with the Business for:

• List Products/Services: Docume	ent Medding Janices
----------------------------------	---------------------

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NAME:

By: Uvally P

RW ORANGE COUNTY LLC

By: (

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the June\_, 2014 (the "Effective Date"), by and between Destination Dieamz located at 11 Amy Ln, Now Lindson Lind ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

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The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

•	List Products/Services:	Travel	Advisor	
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The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

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This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME: Christine Hull

Its: Travel Advisor

RW ORANGE COUNTY-LLC

By: Drasslet

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The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

· List Products/Services: GPS TARKING SERVICES

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

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This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the June , 2014 (the "Effective Date"), by and between PRSONALIZE THE located at 221 S. Plant & Nource Williams ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

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The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

· List Products/Services: EMBROIDERY, SCREEN PRINTING, PROMOTIONAL PRODUCTS

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

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  Business customers to the Resort and visitation by Resort customers to the Business.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME: BRENDA OTTO

By: Datto

Its: TROSIDENT

RW ORANGE COUNTY LLC

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the day of June\_, 2014 (the "Effective Date"), by and between ATLAS SECURITY SERVICES Tree located at 2002 ft 17m Gostker NY 10924 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State:

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The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

. List Products/Services: SECURITY GUARDS PATRULS VIP PROTECTION INVESTIGATIONS

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

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NAME: SCOTT F. PERM

By: PRECINEUT

RW ORANGE COUNTY LLC

This Cross Marketing Letter of Intent (the "Agreement") is entered into at of the 625 day of June , 2014 (the "Effective Date"), by and between 1014 [The Tile Inc.] located a 124 (air located are hereinafter referred to from time to time each as a "Party	ρf
June, 2014 (the "Effective Date"), by and between Tony The Tile ye located	at
129 (air Takou middle Ite VW, a ("Business") and RW Orange County LLC (th	ıe
"Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party	/ <sup>11</sup>
and collectively as the "Parties").	

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The Resort may have the opportunity to contract with the Business for:

· List Products/Services: The Bathron Sicha

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME:

By: Junilange

RW ORANGE COUNTY LLC

By: Control of the state of the

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the day of June, 2014 (the "Effective Date"), by and between Vicional located at Continental Dr. New Windson NY ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

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The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

• List Products/Services: Renewable Energy

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME: Ligandon Ko

By: ///

RW ORANGE COUNTY LLC

By: Dresiler 1

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25 day of June, 2014 (the "Effective Date"), by and between HUDSON VALLEY RETRIAL located at ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

• List Products/Services: ELECTRICAL CONTRACTUR

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

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This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME: THOMAS R-SKEAN

By:

Its: OWNER

RW ORANGE COUNTY LLC

By: Oreiler 1

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the <u>JS</u> day of <u>June</u>, 2014 (the "Effective Date"), by and between <u>DR JEROME WITTNER</u> located at <u>SCATALPA ROAD</u>, Naux West DY ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

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The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

· List Products/Services: chiraproctic services

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME: DR LEROALE WITTNER

Its: CHIZOPIZACTOR

RW ORANGE COUNTY LLC

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25 day of June, 2014 (the "Effective Date"), by and between Heartland Poyment 345 located at Co Martin Rd. Pleasant Valley ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

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The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

· List Products/Services: Credit Card Processing + Payroll Processin

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth

above.

NAME:

By: \_

Relationship Mgr.

RW ORANGE COUNTY LLC

By:

2

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The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

· List Products/Services: Life + Relatimship Lachers

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  Business customers to the Resort and visitation by Resort customers to the Business.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above

NAME:

By:

Its: Sole Inspiretor CEO

RW ORANGE COUNTY LLC

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25 day of June, 2014 (the "Effective Date"), by and between 2 located at 10 and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME

RW ORANGE COUNTY LLC

This Cross Marketing Letter of Intent (the "A	Agreement!) is entered into as of the 25 day of
June_, 2014 (the "Effective Date"), by and be	etween / is the Concepts / holography located at ("Business") and RW Orange County LLC (the
99 Morech Dr.	("Business") and RW Orange County LLC (the
"Resort") (Business and the Resort are hereina	after referred to from time to time each as a "Party"
and collectively as the "Parties").	•

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

· List Products/Services: Photography & Deslyn Services

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME: Vereny Landolla

By: Grang holy

RW ORANGE COUNTY LLC

By: Denzer

This Cross Marketing Latter of Intent (the IIA manner III) is several into a City
this closs Marketing Letter of Intent (the "Agreement") is entered into as of the day of
This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the day of June, 2014 (the "Effective Date"), by and between Dovers 000 June acated at
28 GOK, UEW M ("Business") and RW Orange County LLC (the
("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party"
and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

• List Products/Services: Honor MAN Service

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME:

By: \_

Its: Dward

RW ORANGE COUNTY LLC

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 🎎	day of
June , 2014 (the "Effective Date"), by and between	located at
831 Little Brown Red Hallinds ("Business") and RW Orange County	LLC (the
"Resort") (Business and the Resort are hereinafter referred to from time to time each as	a "Party"
and collectively as the "Parties").	

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

· List Products/Services: Vace & Dada Cabling Paging Communications

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth

above.

NAME:

By: \_ Its: -

RW ORANGE COUNTY LLC

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

· List Products/Services: COMPUTER AND NETWORK SERVICES

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual
  member or patron discounts or other collaborative efforts to encourage visitation by
  Business customers to the Resort and visitation by Resort customers to the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME: CHRISTOPHER W. CARTER

By:

RW ORANGE COUNTY LLC

By: Drenzery

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25 day of June, 2014 (the "Effective Date"), by and between Kite Choice Kleenus Included at 1 What is a located at "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

· List Products/Services: Chearing, Janiterial Products Consulting training

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

NAME: David Niles

Its: Corantions Mogr-

RW ORANGE COUNTY LLC

By: President

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25 day of June , 2014 (the "Effective Date"), by and between FCC GALLERY located at 167 Route 207 New WINDSOR ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

• List Products Services: AWARDS - PLAQUES - ENGRAVING GIFTS

ENGRAVE YOUR LOGG ON PRODUCTS - GIFTS HOD—

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth NAME: BROCE COHEN

By: Bruce Coller

Its: Partier

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the June , 2014 (the "Effective Date"), by and between New 100 located at 120 Ot 301 New 11 1239 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State;

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for:

List Products/Services: Business Cards letter head, envelopes, Supers,
The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Site; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations.
   Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth

NAME:

By: Amy Hilwagg Its: Salos Managh

RW ORANGE COUNTY LLC

By: Obou

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 23rdday of June, 2014 (the "Effective Date"), by and between Osiris County Club located at 110 Country Club Rd. Walden NY ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

The State of New York (the "State") has signed into law The Upstate New York Gaming Economic Development Act of 2013 (the "Act") and in connection with the Act has issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") and Resort, as an applicant under the RFA, desires to protect and promote area businesses and organizations related to expanded gaming activities in the State;

The Business actively sells products and services in the region and employs citizens from the State:

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business;

The Resort's proposed facility will increase the customer base for the Business;

The Resort may have the opportunity to contract with the Business for guests' use of the golf course and other facilities;

The Parties wish to set forth certain terms and conditions governing the relationship between the Resort and the Business should the Resort obtain a gaming license to operate a facility at the Resort Sitc; and

In furtherance of the foregoing and in consideration of the agreements set forth below, the Parties hereby agree as follows:

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual
  member or patron discounts or other collaborative efforts to encourage visitation by
  Business customers to the Resort and visitation by Resort customers to the Business.

This Agreement shall be nonbinding on the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

**GOLF COURSE NAME:** 

OSIRIS COUNTRY CLUB

ts: Owner

RW ORANGE COUNTY LLC

By:(