

## 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.



**CROSS MARKETING LETTER OF INTENT**

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 Roberto Family Vineyards LLC located at 714 Albany Post Rd, New Paltz, NY 12561 ("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 wine, wine tasting, 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:

**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.

NAME: Harry Robiero Harry Robiero  
By: Robiero Family Vineyard, LLC  
Its: owner

RW ORANGE COUNTY LLC

By: [Signature]  
Its: President

## CROSS MARKETING LETTER OF INTENT

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 INC. located at 11 DALLAS PL., BEACON, NY 12508 ("Business") and RW Orange County L.C. (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: RETAIL 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:

### 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.

NAME: Kang Pice HARRY + COMPANY WINES LLC

By: Kang Pice  
Its: \_\_\_\_\_

RW ORANGE COUNTY LLC

By: [Signature]  
Its: present

## CROSS MARKETING LETTER OF INTENT

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 Picco USA, Inc. located at 289 Upland Rd Newburgh NY 12550 ("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, Computers and Copiers

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.
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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: Tamara Cadet

By: [Signature]  
Its: Account Executive

RW ORANGE COUNTY LLC

By: [Signature]  
Its: president

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 26<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Hudson Valley Contracting, LLC at 2713 Rte 17 M, New Hampton 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: Interior Build-out (Hudson Valley Kitchen Design) & Remediation & Restoration Services (Hudson 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:

### 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.
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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: Hudson Valley Contracting Group

By: James Bryson  
Its: Representative

RW ORANGE COUNTY LLC

By: [Signature]  
Its: president

## CROSS MARKETING LETTER OF INTENT

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 Brid's Closet located at 296 Main Street Cornwall 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: 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:

### 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.

**NAME:** *Bernadette Martone* **Brid's Closet**

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

**RW ORANGE COUNTY LLC**

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



## CROSS MARKETING LETTER OF INTENT

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 Ian Marcus / Hudson Valley Advertising located at po box 573, Rock Hill, NY 12775 ("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:

### 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.
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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: 

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

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

**RW ORANGE COUNTY LLC**

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

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





## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Travel Inn located at 2046 US HW 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:

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:

### 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.
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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.

BUSINESS NAME Travel Inn

By: Vikram Bapat  
Its: \_\_\_\_\_

RW ORANGE COUNTY LLC

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



## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Amway LLC located at 51 Green St. Gosport NY 13774 ("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: CATERING / CHEF SERVICES / NUTRITIONAL &

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.

NAME: SHAWN HUBBELL

By: AMUZAE LLC

Its: 6/25/13

**RW ORANGE COUNTY LLC**

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

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





## **CROSS MARKETING LETTER OF INTENT**

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 Brotherhood, America's Oldest Winery 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:

**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. 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



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

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



## **CROSS MARKETING LETTER OF INTENT**

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 23<sup>rd</sup> day of 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:

### **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.
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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.

**MILLSPAUGH FURNITURE**

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

**RW ORANGE COUNTY LLC**

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



## CROSS MARKETING LETTER OF INTENT

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 Christopher Jacobs Winery located at 336 Crawford St. Pine Bush 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: 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:

### AGREEMENTS

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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: Christopher Jacobs Winery at Penning's Vineyard, LLC

By: Monica Penning's

Its: owner

**RW ORANGE COUNTY LLC**

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

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

## CROSS MARKETING LETTER OF INTENT

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's Visions, LLC located at 469 Rt 17K, Suite 1, Rock Tavern NY 12576 ("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: Rental 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:

### 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.

NAME: Penning's Visions

By: Chris Penning's

Its: Owner

**RW ORANGE COUNTY LLC**

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

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

## CROSS MARKETING LETTER OF INTENT

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 located at 469 Rt 17K, Suite 1, Rock Tavern, NJ, 07866 ("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:

### 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.

NAME: Bhapp Consultants, Inc

By: Chris Pennings  
Its: Dir. of Operations

**RW ORANGE COUNTY LLC**

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

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between R. B. Blue Landscapes, LLC located at 1789 Rt 300, Newburgh, NY 12551 ("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: Landscaping, Installation, Planting, Power Installation & Maintenance

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.

NAME: \_\_\_\_\_

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

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

RW ORANGE COUNTY LLC

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

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



## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 26<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Roll N Maintenance P, Inc. located at 1713 Rt. 300, Newburgh, 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: Landscape installation, mulch, Decorative Stone  
Lawn installation, Planting

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.

NAME: Miriam Yeoman

By: Miriam Yeoman

Its: member

RW ORANGE COUNTY LLC

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

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





## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 26<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between XRoads Consulting located at 16 Thorns Lane, Highland, 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: 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:

### 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.

NAME: Nicki Anzovina

By: NICKI ANZIVINA

Its: PRESIDENT

**RW ORANGE COUNTY LLC**

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

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



## CROSS MARKETING LETTER OF INTENT

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 THE LYNX AT RIVERBEND located at 87 NEVERSINK DR POOT JENK ("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:

### 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.

NAME:

Charles Samico

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

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

**RW ORANGE COUNTY LLC**

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

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





## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 20 day of June, 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 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.

**SHADOWS ON THE HUDSON**

By: Joseph A. Bond  
Its: Managing Partner

**RW ORANGE COUNTY LLC**

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



## **CROSS MARKETING LETTER OF INTENT**

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 20 day of June, 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**

By: Joseph A. Bonura Jr.  
Its: Member

**RW ORANGE COUNTY LLC**

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





## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 20 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**

By: Joseph A Bond Jr  
Its: Managing Partner

**RW ORANGE COUNTY LLC**

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



## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 20 day of June, 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. Bond  
Its: V President

**RW ORANGE COUNTY LLC**

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





## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 20 day of June, 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:

### 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.

**WEST HILLS COUNTRY CLUB, LLC**

By: Joseph A. Boni  
Its: Member

**RW ORANGE COUNTY LLC**

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



## CROSS-MARKETING LETTER OF INTENT

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 Allied Excavating located at 71 Waterbury Rd Warwick NY 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~~ 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 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 rates 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: Brook Majewski VP Allied Excavating Inc

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

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

**RW ORANGE COUNTY LLC**

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

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





## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Warwick Valley Winery located at Warwick, NY 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, Cider, 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:

### 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.

NAME: Warwick Valley Winery

By: [Signature]

Its: VP

**RW ORANGE COUNTY LLC**

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

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



### CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Cara Maloney Interior Landscaping located at PO Box 776 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:

- List Products/Services: Interior Landscaping, Plant Maintenance & 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.



- 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: Carol Maloney Interior Landscaping

By: Carol Maloney-Carrizzo

Its: Owner/President

RW ORANGE COUNTY LLC

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

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





## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Newburgh Brewing Company located at 88 S Cadden St, Newburgh, NY 12550 ("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: beer

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.

NAME: Newburgh Brewing Company  
By: Paul Halayko   
Its: President, COO

**RW ORANGE COUNTY LLC**

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



## CROSS MARKETING LETTER OF INTENT

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 LLC 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:

### 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.



- 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,

A handwritten signature in cursive script, appearing to read "Debra Pearlman".

**Debra Pearlman - President**

**Hudson Valley Sales Training, LLC**





## CROSS MARKETING LETTER OF INTENT

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 airport, Linden NJ ("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:

### 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.

NAME: Helicopter Flight Services

By: Michael Croissant  
Its: pilot

RW ORANGE COUNTY LLC

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



## CROSS MARKETING LETTER OF INTENT

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 Savigny Bridge Marina located at 571 Stuyvesant Rd. ("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: Marina 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.

NAME: Swinging Bridge Marina

By: Michael Croissant

Its: owner

RW ORANGE COUNTY LLC

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

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





## CROSS MARKETING LETTER OF INTENT

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 VINNIE FARINA STEWS located at 630 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:

### 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.

NAME: VINCENT FARINA

By: VINCENT FARINA

Its: 6-26-14

**RW ORANGE COUNTY LLC**

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

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

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 24<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Sak & Sound located at 64 Duncan Ave Cornwall-on-Hudson 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: Security Cameras, Fire Alarm, Burglar 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:

### 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.

NAME: Daniel T Mahoney

By: [Signature]  
Its: President

**RW ORANGE COUNTY LLC**

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

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 24 day of June, 2014 (the "Effective Date"), by and between Vails Gate Cleaners located at PO Box 395 Vails Gate NY 12584 ("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 & Laundry 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:

### 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.

NAME: Valk Gate Cleaners

By: [Signature]  
Its: Richard Massimo Managing Member

RW ORANGE COUNTY LLC

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

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 24 day of June, 2014 (the "Effective Date"), by and between Bronco Horse Photo 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: promotional event photography  
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:

### 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.

NAME: Brooke Morse

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

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

**RW ORANGE COUNTY LLC**

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

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

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 24 day of June, 2014 (the "Effective Date"), by and between Auric Information Packaging located at 12 Squirrel Hill, Cornwall, 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: Commercial Printing, Prom runs, Ad Specialties

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.

NAME: Wynn Golf

By: Wynn Golf  
Its: Owner

**RW ORANGE COUNTY LLC**

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

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 24 day of June, 2014 (the "Effective Date"), by and between Smitcher Realty located at 210 Main St., Cornwall, N.Y. 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: 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:

### 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.

NAME: Smitchger Realty Inc.

By: Ellen Smitchger Kelly

Its: officer

RW ORANGE COUNTY LLC

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

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

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 24 day of June, 2014 (the "Effective Date"), by and between Firthcliffe Technologies 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 It, 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:

### 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.

NAME: Fred Lewis

By: Fred Lewis  
Its: CTO

**RW ORANGE COUNTY LLC**

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

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 24 day of June, 2014 (the "Effective Date"), by and between FLC Equipment 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: Computer Hardware, 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:

### 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.

NAME: Fred Lewis

By: Fred Lewis

Its: president

RW ORANGE COUNTY LLC

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

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

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 24<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between GIFTWORKS, LLC located at CORNWALL ON HUDSON, 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: Hospitality Gifts / Gift Basket

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.

NAME: Angela Calabro

By: ANGELA CALABRO

Its: Owner

RW ORANGE COUNTY LLC

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

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

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 24<sup>th</sup> 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: PRESCRIPTION EYEWEAR, VISION CARE, SAFETY GLASSES, OPTICAL 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:

### 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.

NAME: Deanne D. Brady  
By: Deanne D. Brady  
Its: Owner

RW ORANGE COUNTY LLC

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

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 24 day of June, 2014 (the "Effective Date"), by and between Fresh Cornwall located at 255 Main Street ("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: Cafe / Food & Beverage

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.

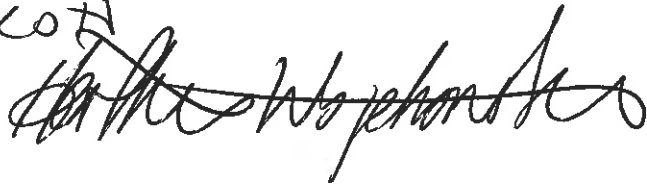
This Agreement shall be nonbinding on the parties.

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

NAME: HEATHER WATZKOWSKI

By: VILLAGE OF COH

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



OWNER  
FRESH CAFE  
& CATERER

RW ORANGE COUNTY LLC

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

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

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 23<sup>RD</sup> day of June, 2014 (the "Effective Date"), by and between SUMMIT RESORTS located at CORWALL, 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: OFFICE ENVIRONMENT & FURNISHINGS

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.

NAME:   
By: MICHAEL SUMMERFELD, SUMMERFIELDSPACE INC.  
Its: PRINCIPAL

RW ORANGE COUNTY LLC

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

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 24 day of June, 2014 (the "Effective Date"), by and between TAXDEBT.COM located at 314 QUASSAICK AVENUE NEW WINDSOR 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: NON COMPLIANCE

- List Products/Services: TAX PREPARATION + 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:

### 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.

NAME: TAXDEBT.COM INCORPORATED  
By: [Signature]  
Its: JEROME ROSSI, ~~LLC Manager~~ PRESIDENT

RW ORANGE COUNTY LLC

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

## CROSS MARKETING LETTER OF INTENT

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 AK Shred Inc. located at 16 Griffin St Poughkeepsie NY 12570 ("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: Document Shredding 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:

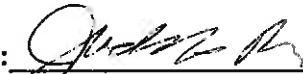
### AGREEMENTS

- 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.

NAME: 

By: Judith Papu

Its: Resident

**RW ORANGE COUNTY LLC**

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

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

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Destination Dreamz located at 11 Amy Ln, New Windsor 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: 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:

### 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.

NAME: Christine Hull

By: CHull  
Its: Travel Advisor

**RW ORANGE COUNTY LLC**

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

## CROSS MARKETING LETTER OF INTENT

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 TRACKING SYSTEMS INC. located at 343 Hill Ave, Montgomery, NY 12549 ("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: GPS TRACKING 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.

NAME: Robert H. Klemmink

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

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

**RW ORANGE COUNTY LLC**

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

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

## CROSS MARKETING LETTER OF INTENT

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 PERSONALIZE IT located at 227 S. PLANK RD NEWBURGH NY 12550 ("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: 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:

### 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.

NAME: Brenda Otto

By: B Otto

Its: President

**RW ORANGE COUNTY LLC**

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

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

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between ATLAS SECURITY SERVICES INC located at 2002 Rt 17M GOSHEW 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;

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:

### 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.

NAME: SCOTT F. PERM

By:   
Its: VICE PRESIDENT

RW ORANGE COUNTY LLC

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

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 6-25<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Tony The Tile Man located at 124 Parvataou Middlebelt Rd, 15928 ("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: Tile Bathroom Kitchen

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.

NAME: Juan Vargas

By: Juan Vargas

Its: Owner

RW ORANGE COUNTY LLC

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

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

## CROSS MARKETING LETTER OF INTENT

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 Viridian located at 39 Continental Dr New Windsor 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:

### 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.

NAME: Brandon Karas

By: BK

Its: Consultante

**RW ORANGE COUNTY LLC**

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

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

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25<sup>TH</sup> day of June, 2014 (the "Effective Date"), by and between HUDSON VALLEY ELECTRICAL located at 418 FOREST PARK ("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 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 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.

NAME: THOMAS R. SKEAN

By: 

Its: OWNER

**RW ORANGE COUNTY LLC**

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

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

## CROSS MARKETING LETTER OF INTENT

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 DR JEROME WITTNER located at S CATALPA ROAD, NARBURGH, 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: chiropractic 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.

NAME: DR JEROME WITTNER

By:   
Its: CHAIRMAN

RW ORANGE COUNTY LLC

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

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Heartland Payment Sys located at 60 Martin Rd. Pleasant Valley, 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: 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:

### 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.

NAME: Valaine Torino

By: Valaine  
Its: Relationship mgr.

**RW ORANGE COUNTY LLC**

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

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between SHEILA PEARL located at 75 BROADWAY, Newburgh ("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: Life + Relationship Coaching

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.

NAME: Sheila Pearl

By: [Signature]  
Its: Sole Proprietor/CEO

RW ORANGE COUNTY LLC

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

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Ethan Allen Staffing located at 57 ACADENY ST. POUGHKEEPSIE 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: TEMPORARY STAFFING / PROFESSIONAL SEARCH  
RECRUITMENT PROCESS OUTSOURCING

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.

NAME: Tom Lemmey  
By: [Signature]  
Its: Director of Sales

RW ORANGE COUNTY LLC

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

## CROSS MARKETING LETTER OF INTENT

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 Visual Concepts Photography located at 99 Monarch Dr. ("Business") and R/W 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: 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:

### 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.

NAME: Jeremy Landolt

By: [Signature]

Its: Owner

**RW ORANGE COUNTY LLC**

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

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

## CROSS MARKETING LETTER OF INTENT

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 DONESOOD JAZZ located at 2840 Keweenaw Dr ("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: Handy 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:

### 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.

NAME: DAVID RUTZ

By: [Signature]

Its: owner

RW ORANGE COUNTY LLC

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

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

## CROSS MARKETING LETTER OF INTENT

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 ITC located at 831 Little Bridge Rd, Hawthorne ("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: Voice & Data Cabling, Paging, Communications, PBX

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.

NAME: Keds Stal, LLC

By: [Signature]  
Its: \_\_\_\_\_

**RW ORANGE COUNTY LLC**

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

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between CHRISTOPHER CARTER CONSULTING located at 6 CLEMENCE DR, NEW 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:

### 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.

NAME: CHRISTOPHER W. CARTER

By: 

Its: OWNER

RW ORANGE COUNTY LLC

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

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

## CROSS MARKETING LETTER OF INTENT

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 Cleaners Inc located at 7 Marion Court Middletown, N.Y. 10941 ("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: Cleaning, 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:

### 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.

NAME: David Niles

By: [Signature]  
Its: Operations Mgr.

**RW ORANGE COUNTY LLC**

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

## CROSS MARKETING LETTER OF INTENT

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 FEC GALLERY located at 967 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: EMPLOYEE AWARDS - PLAQUES - ENGRAVING - GIFTS  
ENGRAVE YOUR LOGO ON PRODUCTS - GIFT SHOP -

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.

NAME: BRUCE COHEN

By: Bruce Cohen  
Its: Partner

RW ORANGE COUNTY LLC

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

## CROSS MARKETING LETTER OF INTENT

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 NEWBERGA ENVELOPE located at 1720 Rt 308, Newburgh NY 12550 ("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, letterhead, envelopes, flyers, banners + posters - all things printed.

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.

**NAME:** Amy Stillwagga

**By:** Amy Stillwagga  
**Its:** Sales Manager

**RW ORANGE COUNTY LLC**

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

## CROSS MARKETING LETTER OF INTENT

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 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 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.

**GOLF COURSE NAME:**

**OSIRIS COUNTRY CLUB**

By: 

Its: Owner

**RW ORANGE COUNTY LLC**

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

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



## CROSS MARKETING LETTER OF INTENT

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 Brid's Closet located at 296 Main Street Cornwall 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: Tarot cards/  
readings, Crystals, Incense, Herbs, Oils, Jewelry, Drums, Candles & mor

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.

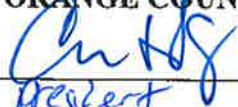
**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the date first set forth above.

NAME:  Brid's Closet

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

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

**RW ORANGE COUNTY LLC**

By: 

Its: President

## CROSS MARKETING LETTER OF INTENT

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 Ian Marcus / Hudson Valley Advertising located at po box 573, Rock Hill, NY 12775 ("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:

### 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.

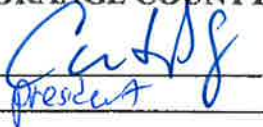
This Agreement shall be nonbinding on the parties.

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

NAME: 

By: Tan Marcus  
Its: Owner

**RW ORANGE COUNTY LLC**

By:   
Its: President

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Travel Inn located at 3046 DC SW 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:

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:

### 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.

BUSINESS NAME Travel Inn

By: Vikram Sapkota  
Its: \_\_\_\_\_

RW ORANGE COUNTY LLC

By: [Signature]  
Its: president

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Amway LLC located at 5100 S. State St., Garden City, NY 11530 ("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 complimentary 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: CARRE/LOVE SERVICES/ NUTRITIONAL

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.

NAME: SHAWN HUBBELL

By: [Signature]  
Its: AMUZAE LLC  
4/25/13

RW ORANGE COUNTY LLC

By: [Signature]  
Its: preket

## **CROSS MARKETING LETTER OF INTENT**

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 Brotherhood, America's Oldest Winery 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:

## **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. 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

  
President

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 23<sup>rd</sup> day of 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:

### 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.

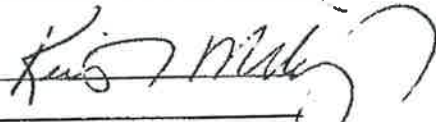


- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

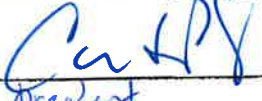
This Agreement shall be nonbinding on the parties.

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

**MILLSPAUGH FURNITURE**

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

**RW ORANGE COUNTY LLC**

By:   
Its: PreRent

## CROSS MARKETING LETTER OF INTENT

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 Christopher Jacobs Winery located at 336 Crawford St. Pine Bush 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: 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:

### 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.

NAME: Christopher Jacobs Winery at Penkings Vineyard, LLC

By: Monica Penkings

Its: owner

RW ORANGE COUNTY LLC

By: [Signature]

Its: president

## CROSS MARKETING LETTER OF INTENT

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's Vision S, Inc located at 469 Rt 17K, Suite 7, Rock Tavern NY, 12566 ("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: Rental 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:

### 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.

NAME: Penning's Visions

By: Chris Penning's  
Its: owner

RW ORANGE COUNTY LLC

By: Carly  
Its: president

## CROSS MARKETING LETTER OF INTENT

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 located at 469 Rt 17K, Suite 1, Rock Tavern, NY 12578 ("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:

### 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.

NAME: Blapp Consultants, Inc

By: Chris Penning  
Its: Dir. of Operations

RW ORANGE COUNTY LLC

By: [Signature]  
Its: President

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between R. L. Brown, Landscaping, LLC located at 1785 Rt 300, Newburgh, NY 12550 ("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: Landscaping, Irrigation, Planting, Power Irrigation

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.

**NAME:** \_\_\_\_\_

By: Randy Brewer  
Its: President

**RW ORANGE COUNTY LLC**

By: [Signature]  
Its: President

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 26<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Roll N Motion LLC, located at 1003 Rt. 30, Newburgh, 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: Law Office Installation, Motion Decorative Stair  
Law Installation, Printing

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.

NAME: Miriam

By: Miriam Yeoman

Its: member

RW ORANGE COUNTY LLC

By: Andy

Its: president

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 26<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between X Roads Consulting located at 16 Thorns Lane, Highland, 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: 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:

### 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.

NAME: Nicki Anzivina

By: NICKI ANZIVINA

Its: PRESIDENT

RW ORANGE COUNTY LLC

By: [Signature]

Its: president

## CROSS MARKETING LETTER OF INTENT

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 THE LYNX AT RIVERBEND located at 87 NEWORSINK DR POOT JENKS (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:

### 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.

NAME: Charles Sanico

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

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

RW ORANGE COUNTY LLC

By: Chris Pfg

Its: president

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 20 day of June, 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 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.

**SHADOWS ON THE HUDSON**

By: Joseph A. Bond  
Its: Managing Partner

**RW ORANGE COUNTY LLC**

By: [Signature]  
Its: President

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 20 day of June, 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**

By: Joseph A. Bonura Jr.  
Its: Member

**RW ORANGE COUNTY LLC**

By: [Signature]  
Its: President

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 20 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

By: Joseph A Bond  
Its: Managing Partner

RW ORANGE COUNTY LLC

By: Curtis  
Its: President

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 20 day of June, 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 Bond  
Its: V President

**RW ORANGE COUNTY LLC**

By: [Signature]  
Its: president

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 20 day of June, 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:

### 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.

**WEST HILLS COUNTRY CLUB, LLC**

By: Joseph A. Bondi  
Its: Member

**RW ORANGE COUNTY LLC**

By: [Signature]  
Its: President

## CROSS-MARKETING LETTER OF INTENT

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 Allied Excavating located at 71 Waterbury Rd Warwick NY 10898 ("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 contract and provide such 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 and beneficial service 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:

- 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 furtherance of the foregoing and in consideration of the covenants set forth herein, 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. Any such point redemption value 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: Brock Majewski VP Allied Excavating Inc

By:   
It: VP

RW ORANGE COUNTY LLC

By:   
It: president

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Warwick Valley Winery located at Warwick, NY 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, Cider, 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:

### 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.

NAME: Warwick Valley Winery

By: [Signature]

Its: VP

RW ORANGE COUNTY LLC

By: [Signature]

Its: president

**CROSS MARKETING LETTER OF INTENT**

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Carol Maloney Interior Landscaping located at PO Box 776 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:

- List Products/Services: Interior Landscaping, Plant Maintenance & 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.

- 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: Carol Maloney Interior Landscaping

By: Carol Maloney-Carrizzo  
Its: Owner/President

RW ORANGE COUNTY LLC

By: [Signature]  
Its: president

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Newburgh Brewing Company located at 88 S Cotten St, Newburgh, NY 12550 ("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: beer

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.

NAME: Newburgh Brewing Company

By: Paul Halayko   
Its: President, COO

RW ORANGE COUNTY LLC

By:   
Its: president

## CROSS MARKETING LETTER OF INTENT

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 airport, Linden NJ ("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:

### 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.

NAME: Helicopter Flight Services

By: Michael Crissan T

Its: pilot

RW ORANGE COUNTY LLC

By:

Its:

[Signature]  
president

## CROSS MARKETING LETTER OF INTENT

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 Sauging Bridge Marina located at 571 Starlight Rd. ("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: Marina 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.

NAME: Swinging Bridge Marina

By: Michael Croissant

Its: owner

RW ORANGE COUNTY LLC

By: [Signature]

Its: president

## CROSS MARKETING LETTER OF INTENT

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 VINNIE FARINA STEWS located at 630 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:

### 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.

NAME: VINCENT FARINA

By: VINCENT FARINA

Its: 6-26-14

**RW ORANGE COUNTY LLC**

By: 

Its: president

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 24<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Safe & Sound located at 64 Duncan Ave Cornwall on Hudson 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: Security Cameras, Fire Alarm, Burglar 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:

### 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.

NAME: Daniel T Mahoney

By: [Signature]  
Its: President

RW ORANGE COUNTY LLC

By: [Signature]  
Its: President

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 24 day of June, 2014 (the "Effective Date"), by and between Vails Gate Cleaners located at PO Box 395 Vails Gate NY 12584 ("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 & Laundry 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:

### 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.

NAME: Nails Gate Cleaners

By: [Signature]  
Its: Richard Massimo Managing Member

RW ORANGE COUNTY LLC

By: [Signature]  
Its: President

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 24 day of June, 2014 (the "Effective Date"), by and between Bronx Home Photos 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: promotional content photography  
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:

### 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.

NAME: Brooke Howe

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

**RW ORANGE COUNTY LLC**

By: Cindy  
Its: President

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 24 day of June, 2014 (the "Effective Date"), by and between AURIC INFORMATION Packaging located at 12 Squirrel Hill, Cornwall, 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: Commercial Printing, Promotions, Ad Specialties

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.

NAME: Wynn Golf

By: Wynn Golf  
Its: Owner

RW ORANGE COUNTY LLC

By: [Signature]  
Its: President

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 24 day of June, 2014 (the "Effective Date"), by and between Smitcher Realty located at 270 Main St., Cornwall, N.Y. 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: 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:

### 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.

NAME: Smetcher Realty Inc.

By: Ellen Smetcher Kelly

Its: officer

RW ORANGE COUNTY LLC

By: [Signature]

Its: president

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 24 day of June, 2014 (the "Effective Date"), by and between Firthcliffe Technologies 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:

### 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.

NAME: Fred Lewis

By: Fred Lewis  
Its: CTO

RW ORANGE COUNTY LLC

By: [Signature]  
Its: president

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 24 day of June, 2014 (the "Effective Date"), by and between FLC Equipment 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: Computer Hardware, 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:

### 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.

NAME: Fred Lewis

By: Fred LEWIS  
Its: president

RW ORANGE COUNTY LLC

By: [Signature]  
Its: president

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 24<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between GIFTWORKS, LLC located at CORNWALL ON HUDSON, 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: Hospitality Gifts / Gift Basket

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.

NAME: Angela Calabro

By: ANGELA CALABRO

Its: Owner

RW ORANGE COUNTY LLC

By: [Signature]

Its: President

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 24<sup>th</sup> 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: PRESCRIPTION EYEWEAR, VISION CARE, SAFETY GLASSES, OPTICAL 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:

### 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.

NAME:

By:

Its:

Deanne D. Brady  
Owner

RW ORANGE COUNTY LLC

By:

Its:

Curtis  
President

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 24 day of June, 2014 (the "Effective Date"), by and between Fresh Cornwall located at 255 Nam Street ("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: Cafe / Food & Beverage

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.

NAME: HEATHER WOJCIKOWSKI

By: VILLAGE OF COH  
Its: \_\_\_\_\_

*Heather Wojcikowski*  
OWNER  
FRESH CAFE  
& CATERER

RW ORANGE COUNTY LLC

By: *Chris P...*  
Its: premier

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 23<sup>RD</sup> day of June, 2014 (the "Effective Date"), by and between SUMMERTREE SPACE located at CORWALL, 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: OFFICE ENVIRONMENT & FURNISHINGS

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.

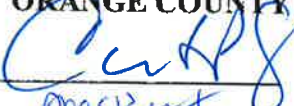
This Agreement shall be nonbinding on the parties.

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

NAME: 

By: MICHAEL SUMMERFELD, SUMMERFIELDSPACE INC.  
Its: PRINCIPAL

RW ORANGE COUNTY LLC

By:   
Its: president

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 24 day of June, 2014 (the "Effective Date"), by and between TAXDEBT.COM located at 314 QUASSAICK AVE NEW WINDSOR 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: NON COMPLIANCE

- List Products/Services: TAX PREPARATION + 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:

### 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.

NAME: TAX DEBT.COM INCORPORATED  
By: [Signature] President  
Its: JEROME ROSSI, ~~LLC Manager~~  
PRESIDENT

RW ORANGE COUNTY LLC  
By: [Signature]  
Its: President

## CROSS MARKETING LETTER OF INTENT

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 AK Shred Inc. located at 16 Griffin St. Poughkeepsie NY 12570 ("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: Document Shredding 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

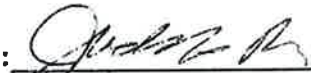
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the 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.

NAME: 

By: Judith Papu  
Its: Resident

RW ORANGE COUNTY LLC

By:   
Its: president

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Destination Dreamz located at 11 Amy Ln, New Windsor 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: 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:

### 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.

NAME: Christine Hull

By: CHull  
Its: Travel Advisor

RW ORANGE COUNTY-LLC

By: CHull  
Its: President

## CROSS MARKETING LETTER OF INTENT

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 TRACKING SYSTEMS INC. located at 343 Hill Ave, Montgomery, NY 12549 ("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: GPS TRACKING 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.

NAME: Robert H. Blomquist

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

RW ORANGE COUNTY LLC

By: [Signature]  
Its: President

## CROSS MARKETING LETTER OF INTENT

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 PERSONALIZE IT located at 224 S. PLANK RD NEWBURGH NY 12550 ("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: 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:

### 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.

NAME: Brenda Otto

By: B Otto

Its: President

RW ORANGE COUNTY LLC

By: [Signature]

Its: President

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between ATLAS SECURITY SERVICES INC located at 2002 Rt 17m GOSHEN 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;

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:

### 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.

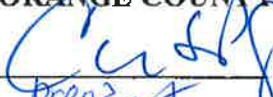
This Agreement shall be nonbinding on the parties.

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

NAME: SCOTT F. PERM

By:   
Its: VICE PRESIDENT

RW ORANGE COUNTY LLC

By:   
Its: PRESIDENT

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 6-25<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Tony The Tile Man located at 129 Fairfax Ave Middleville NY 14868 ("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: Tile Bathroom Kitchen

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.

NAME: Juan Vargas

By: Juan Vargas

Its: Owner

RW ORANGE COUNTY LLC

By: [Signature]

Its: Resort

## CROSS MARKETING LETTER OF INTENT

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 Viridian located at 39 Continental Dr New Windsor 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:

### AGREEMENTS

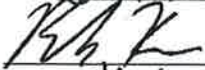
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the 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.

NAME: Brandon Karas

By:   
Its: Consultant

RW ORANGE COUNTY LLC

By:   
Its: president

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25<sup>TH</sup> day of June, 2014 (the "Effective Date"), by and between HUDSON VALLEY ELECTRICAL located at 418 FOREST PARK ("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 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 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.

NAME: THOMAS R. SKEAN

By: 

Its: OWNER

RW ORANGE COUNTY LLC

By: 

Its: president

## CROSS MARKETING LETTER OF INTENT

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 DR JEROME WITTNER located at S CATALPA ROAD, NAUBURGH, 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: chiropractic 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.

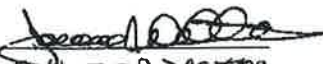


- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.


This Agreement shall be nonbinding on the parties.

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

NAME: DR JEROME WITTNER

By:   
Its: CHIROPRACTOR

RW ORANGE COUNTY LLC

By:   
Its: President

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Heartland Payment Sys located at 60 Martin Rd. Pleasant Valley, 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: 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:

### 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.

NAME: Valerie Torino

By: [Signature]  
Its: Relationship Mgr.

RW ORANGE COUNTY LLC

By: [Signature]  
Its: President

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between SHEILA PEARL located at 75 BROADWAY, Newburgh ("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: Life + Relationship Coaching

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.

NAME: SHEILA PEARL

By: [Signature]  
Its: Sole Proprietor/CEO

RW ORANGE COUNTY LLC

By: [Signature]  
Its: president

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Ethan Allen Staffing located at 57 ACADEMY ST., POCAHONTS, 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: TEMPORARY STAFFING / PROFESSIONAL SEARCH RECRUITMENT PROCESS OUTSOURCING

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.

NAME: Tom Lemmey  
By: [Signature]  
Its: Director of Sales

RW ORANGE COUNTY LLC  
By: [Signature]  
Its: president

## CROSS MARKETING LETTER OF INTENT

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 Visual Concepts Photography located at 99 Moswell Dr. ("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: 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:

### 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.

NAME: Jeremy Landolt

By: [Signature]  
Its: Owner

RW ORANGE COUNTY LLC

By: [Signature]  
Its: partner

## CROSS MARKETING LETTER OF INTENT

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 Doves Odd Jobs located at 28 Lakeview Dr ("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: Handy 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:

### 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.

NAME: DAVID JUSTI

By: [Signature]

Its: owner

RW ORANGE COUNTY LLC

By: [Signature]

Its: president

## CROSS MARKETING LETTER OF INTENT

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 ITC located at 831 Little Bridgeway Rd, Hawthorne ("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: Voice & Data Cabling, Paging, Communications, etc.

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.

NAME: Keds Stov, LLC

By: [Signature]  
Its: \_\_\_\_\_

RW ORANGE COUNTY LLC

By: [Signature]  
Its: President

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between CHRISTOPHER CARTER CONSULTING located at 6 CLEMENCE DR., NEW 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:

### 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.

NAME: CHRISTOPHER W. CARTER

By:   
Its: OWNER

RW ORANGE COUNTY LLC

By:   
Its: president

## CROSS MARKETING LETTER OF INTENT

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 Kleeners Inc located at 7 Marion Court Middletown, N.Y. 10941 ("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: Cleaning, 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:

### 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.

NAME: David Niles

By: [Signature]  
Its: Operations Mgr.

RW ORANGE COUNTY LLC

By: [Signature]  
Its: president

## CROSS MARKETING LETTER OF INTENT

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 FEC GALLERY located at 967 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: EMPLOYEE AWARDS - PLAQUES - ENGRAVING - GIFTS  
ENGRAVE YOUR LOGO ON PRODUCTS - GIFT SHOP -

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.

NAME: BRUCE COHEN

By: Bruce Cohen  
Its: Partner

RW ORANGE COUNTY LLC

By: [Signature]  
Its: President

## CROSS MARKETING LETTER OF INTENT

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 NEWBURGH ENVELOPE located at 1720 Rt 300, Newburgh NY 12550 ("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, letterhead, envelopes, flyers, banners + posters - all things printed.

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.

NAME: Amy Stillwaggon

By: Amy Stillwaggon

Its: Sales Manager

RW ORANGE COUNTY LLC

By: [Signature]

Its: President

## CROSS MARKETING LETTER OF INTENT

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 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 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.

**GOLF COURSE NAME:**

**OSIRIS COUNTRY CLUB**

By: 

Its: Owner

**RW ORANGE COUNTY LLC**

By: 

Its: president