

PARTNERSHIPS WITH LIVE ENTERTAINMENT VENUES

IX. B.2.a

Cross promoting with regional venues will create additional marketing opportunities to offer unique excursions and experiences for our guests that differentiate the resort and the gaming from the competition. There are multiple avenues that have been addressed in the various marketing segments and throughout the plan.

The goal of all efforts will be to help local venues to connect with the best target segment and achieve their desired result. Our first initiative to meet the goal will be to adequately communicate upcoming events to the many visitors to the resort and that we connect with through various efforts.

- Using a video loop in the hotel rooms to showcase upcoming events.
- Advertising in the resort on multiple formats including digital and recorded messages.
- Advertising at the property events via banners, video screens and announcements with a focus on like events in the region.
- Cross promoting at partner venues.
- Listing events on direct database correspondence with offers from venues.
- Page dedication on the website with conversion to the mobile applications.
- Advertising during property events via video screens, announcements or message push through QR codes or similar digital formats.
- Co-sponsoring events at venues with extended cross-promoting.
- Promoting events schedules during group tour and travel road shows nationally and internationally.
- Including venues in FAM tours hosted by Resorts World Hudson Valley.

The efforts to help promote the venues and their ticket sales will be further enhanced with direct ticket sale generation through various efforts of the resort.

- Utilization of complimentary points to purchase desired tickets.
- Promotions and giveaways featuring tickets and event packages.
- Tickets for venues in region available for purchase within box office operations at the resort.
- Player Development will create events for target segment for various off-site activities with commitments of minimum purchases yearly from larger venues in the region.
- Packaging of tickets, events and festivals with transportation and overnight options.
- Creating events that include multiple venues such as pub crawls and Charitable Poker runs including the various venues in the area.
- Extension of property events to the local venues. For example: offering a Freestyle weekend could offer the same genre of music for the evening and visitors could buy a single ticket that admits them to concert and local venues.
- Talent routing that works cohesively with other venues with discussions no less than quarterly to create a regional entertainment and event plan to maximize visitation and minimize costs and cannibalization.

MEMORANDUM OF UNDERSTANDING ("MOU")

WHEREAS, The Upstate New York Gaming Economic Development Act of 2013 was passed to stimulate economic development, including, among other things, job creation, enhancement of the State's tourism industry and new state and local tax revenue;

WHEREAS, RW Orange County LLC (the "Developer") is an applicant before the New York State Gaming Commission seeking a license to develop, construct and operate a destination resort facility, including a casino, hotel and various amenities in Orange County, New York (the "Resort");

WHEREAS, the County Players at the Falls Theater (the "[LOCAL PARTNER]") operates a venue providing a community theater at its facility known as the County Players at the Falls Theater in Wappingers Falls, NY (the "Venue"); and

WHEREAS, the Developer intends to actively support and promote the mission and operation of the County Players at the Falls Theater and The County Players at the Falls Theater and Developer believe they stand to mutually benefit from entering into agreements relating to the terms and conditions of such support;

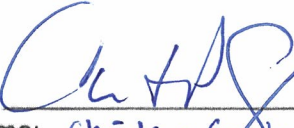
NOW, THEREFORE, the Developer and the County Players at the Falls Theater, subject to the terms and conditions herein contained, hereby agree as follows:

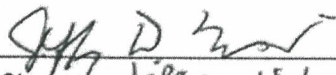
1. Cooperation. The parties agree that in the event Developer is awarded a license and opens the Resort for business, each would benefit from cross marketing, coordination of performance schedules, booking of performers, arrangements or agreements with promoters, promotions and tickets prices. In furtherance thereof, the parties have discussed their intent to cooperate and enter into arrangements relating to the promotion of live entertainment venues including the following:
 - Developer and County Players at the Falls Theater will meet on a periodic basis to establish and refine a protocol to work collaboratively on booking, marketing, presenting and co-presenting each other's events.
 - Developer and County Players at the Falls Theater will establish methods by which (a) people may redeem player's club points at the Resort for tickets to Venue events and (b) purchasers of tickets to Venue events can earn player's club points for redemption at the Resort.
 - Developer will institute a program giving Resort patrons access to purchase tickets to Venue events for valued casino customers.
 - Developer shall create a program to publicize and promote events at across public, not-for-profit and private live entertainment venues, including the Venue.

- Developer will work to actively promote Venue activities via an on-site concierge service, and will educate employees about program offerings and enable employees to refer customers to upcoming shows, concerts and special events at Venue.
 - Developer will provide free advertising space in the back-of-house employee area for County Players at the Falls Theater in a manner and at locations as reasonably determined by Developer.
 - Developer will establish cooperative scheduling programs with live-entertainment venues, including the Venue.
 - Developer and County Players at the Falls Theater agree to work together to develop cross-promotional events, including combined admission tickets, and utilize mutually agreeable third party ticket promoters.
 - Developer will offer, from time to time, preferred rates for Resort amenities as an accommodation for artists and performers in connection with select shows, concerts and special events at the Venue as mutually determined by Developer and County Players at the Falls Theater.
 - Developer will provide expertise to County Players at the Falls Theater through casino executive participation on governing bodies and strategic planning as may be mutually beneficial, as well as encourage employee volunteerism.
 - Developer and Venue will enter into discussions to discuss the provision of financial support and/or other special efforts of the Developer in furtherance of the purposes set forth in this MOU.
2. Definitive Agreement. In the event a license to operate the Resort is awarded to Developer, the parties intend, during the construction period of Resort, enter into a definitive agreement regarding the development and implementation of the terms contemplated hereby. This MOU outlines preliminary terms of proposed arrangements with the County Players at the Falls Theater, however, neither party shall be legally bound hereby until the delivery of a fully executed definitive agreement between Developer and County Players at the Falls Theater following the award of a license to Developer to operate the Resort.
 3. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York applicable to a contract executed and performed in such State.
 4. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

RW ORANGE COUNTY LLC

COUNTY PLAYERS AT THE FALLS THEATER

By: 
Name: Christian Goode
Title: president
Date: 6/17/14

By: 
Name: Jeffrey Wilson
Title: President
Date: 6/17/2014

MEMORANDUM OF UNDERSTANDING (“MOU”)

WHEREAS, The Upstate New York Gaming Economic Development Act of 2013 was passed to stimulate economic development, including, among other things, job creation, enhancement of the State’s tourism industry and new state and local tax revenue;

WHEREAS, RW Orange County LLC (the “Developer”) is an applicant before the New York State Gaming Commission seeking a license to develop, construct and operate a destination resort facility, including a casino, hotel and various amenities in Orange County, New York (the “Resort”);

WHEREAS, FB Tavern, Inc (the “[LOCAL PARTNER]”) operates a venue providing live theatre at its tavern known as Forestburgh Tavern in Forestburgh, New York, Sullivan County (the “Venue”); and

WHEREAS, the Developer intends to actively support and promote the mission and operation of [LOCAL PARTNER] and [LOCAL PARTNER] and Developer believe they stand to mutually benefit from entering into agreements relating to the terms and conditions of such support;

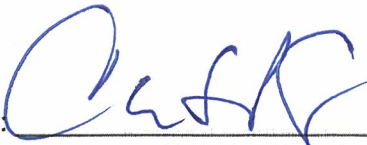
NOW, THEREFORE, the Developer and [LOCAL PARTNER], subject to the terms and conditions herein contained, hereby agree as follows:

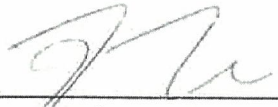
1. Cooperation. The parties agree that in the event Developer is awarded a license and opens the Resort for business, each would benefit from cross marketing, coordination of performance schedules, booking of performers, arrangements or agreements with promoters, promotions and tickets prices. In furtherance thereof, the parties have discussed their intent to cooperate and enter into arrangements relating to the promotion of live entertainment venues including the following:
 - Developer and [LOCAL PARTNER] will meet on a periodic basis to establish and refine a protocol to work collaboratively on booking, marketing, presenting and co-presenting each other’s events.
 - Developer and [LOCAL PARTNER] will establish methods by which (a) people may redeem player’s club points at the Resort for tickets to Venue events and (b) purchasers of tickets to Venue events can earn player’s club points for redemption at the Resort.
 - Developer will institute a program giving Resort patrons access to purchase tickets to Venue events for valued casino customers.
 - Developer shall create a program to publicize and promote events at across public, not-for-profit and private live entertainment venues, including the Venue.

- Developer will work to actively promote Venue activities via an on-site concierge service, and will educate employees about program offerings and enable employees to refer customers to upcoming shows, concerts and special events at Venue.
 - Developer will provide free advertising space in the back-of-house employee area for [LOCAL PARTNER] in a manner and at locations as reasonably determined by Developer.
 - Developer will establish cooperative scheduling programs with live-entertainment venues, including the Venue.
 - Developer and [LOCAL PARTNER] agree to work together to develop cross-promotional events, including combined admission tickets, and utilize mutually agreeable third party ticket promoters.
 - Developer will offer, from time to time, preferred rates for Resort amenities as an accommodation for artists and performers in connection with select shows, concerts and special events at the Venue as mutually determined by Developer and [LOCAL PARTNER].
 - Developer and Venue will enter into discussions to discuss the provision of financial support and/or other special efforts of the Developer in furtherance of the purposes set forth in this MOU.
2. Definitive Agreement. In the event a license to operate the Resort is awarded to Developer, the parties intend, during the construction period of Resort, enter into a definitive agreement regarding the development and implementation of the terms contemplated hereby. This MOU outlines preliminary terms of proposed arrangements with [LOCAL PARTNER], however, neither party shall be legally bound hereby until the delivery of a fully executed definitive agreement between Developer and [LOCAL PARTNER] following the award of a license to Developer to operate the Resort.]
 3. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York applicable to a contract executed and performed in such State.
 4. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

RW ORANGE COUNTY LLC

FB Tavern, Inc

By: 
Name: Christian Goode
Title: President
Date: 6/13/14

By: 
Name: Franklin Trapp
Title: President
Date: 6/12/14

MEMORANDUM OF UNDERSTANDING (“MOU”)

WHEREAS, The Upstate New York Gaming Economic Development Act of 2013 was passed to stimulate economic development, including, among other things, job creation, enhancement of the State’s tourism industry and new state and local tax revenue;

WHEREAS, RW Orange County LLC (the “Developer”) is an applicant before the New York State Gaming Commission seeking a license to develop, construct and operate a destination resort facility, including a casino, hotel and various amenities in Orange County, New York (the “Resort”);

WHEREAS, Garnerville Arts Project, Inc. (the “[LOCAL PARTNER]”) operates a venue providing cultural activities at its grounds known as GARNER Arts Center in Garnerville, NY (the “Venue”); and

WHEREAS, the Developer intends to actively support and promote the mission and operation of the GARNER Arts Center and GARNER Arts Center and Developer believe they stand to mutually benefit from entering into agreements relating to the terms and conditions of such support;

NOW, THEREFORE, the Developer and the GARNER Arts Center, subject to the terms and conditions herein contained, hereby agree as follows:

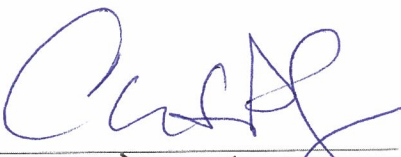
1. Cooperation. The parties agree that in the event Developer is awarded a license and opens the Resort for business, each would benefit from cross marketing, coordination of performance schedules, booking of performers, arrangements or agreements with promoters, promotions and tickets prices. In furtherance thereof, the parties have discussed their intent to cooperate and enter into arrangements relating to the promotion of live entertainment venues including the following:
 - Developer and GARNER Arts Center will meet on a periodic basis to establish and refine a protocol to work collaboratively on booking, marketing, presenting and co-presenting each other’s events.
 - Developer and GARNER Arts Center will establish methods by which (a) people may redeem player’s club points at the Resort for tickets to Venue events and (b) purchasers of tickets to Venue events can earn player’s club points for redemption at the Resort.
 - Developer will institute a program giving Resort patrons access to purchase tickets to Venue events for valued casino customers.
 - Developer shall create a program to publicize and promote events at public, not-for-profit and private live entertainment venues, including the Venue.


- Developer will work to actively promote Venue activities via an on-site concierge service, and will educate employees about program offerings and enable employees to refer customers to upcoming shows, concerts and special events at Venue.
 - Developer will provide free advertising space in the back-of-house employee area for GARNER Arts Center in a manner and at locations as reasonably determined by Developer.
 - Developer will establish cooperative scheduling programs with live-entertainment venues, including the Venue.
 - Developer and GARNER Arts Center agree to work together to develop certain cross-promotional events, including combined admission tickets, and utilize mutually agreeable third party ticket promoters.
 - Developer will offer, from time to time, preferred rates for Resort amenities as an accommodation for artists and performers in connection with select shows, concerts and special events at the Venue as mutually determined by Developer and GARNER Arts Center.
 - Developer will provide expertise to GARNER Arts Center through casino executive consultation to governing bodies and strategic planning as may be mutually beneficial, as well as encourage employee volunteerism.
 - In the event of any illegality or impropriety on the part of either Developer or Venue, the non-offending party has the right to terminate this Agreement without advance notice to the other.
 - Developer will not use GARNER Arts Center's name in any documents or for any purpose other than in its submission application to the New York State Gaming Commission or as otherwise approved by GARNER Arts Center in advance in writing.
 - Developer and Venue will enter into discussions to discuss the provision of financial support and/or other special efforts of the Developer in furtherance of the purposes set forth in this MOU.
2. Definitive Agreement. In the event a license to operate the Resort is awarded to Developer, the parties intend, during the construction period of Resort, to enter into a definitive agreement regarding the development and implementation of the terms contemplated hereby. This MOU outlines preliminary terms of proposed arrangements with GARNER Arts Center, however, neither party shall be legally bound hereby until the delivery of a fully executed definitive agreement between Developer and GARNER Arts Center following the award of a license to Developer to operate the Resort.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York applicable to a contract executed and performed in such State.
4. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

RW ORANGE COUNTY LLC

GARNERVILLE ARTS PROJECT, INC.

By: 
Name: Christian Good
Title: President
Date: 6/20/14

By: 
Name: Robin E. Rosenberg
Title: President
Date: 6/20/14

MEMORANDUM OF UNDERSTANDING (“MOU”)

WHEREAS, The Upstate New York Gaming Economic Development Act of 2013 was passed to stimulate economic development, including, among other things, job creation, enhancement of the State’s tourism industry and new state and local tax revenue;

WHEREAS, RW Orange County LLC (the “Developer”) is an applicant before the New York State Gaming Commission seeking a license to develop, construct and operate a destination resort facility, including a casino, hotel and various amenities in Orange County, New York (the “Resort”);

WHEREAS, Mid Hudson Civic Center, Inc. (the “[LOCAL PARTNER]”) operates three venues providing Arts & Entertainment known as Mair Hall (Mid-Hudson Civic Center) in Poughkeepsie, NY (the “Venue”); Sugar Loaf Performing Arts Center, Sugar Loaf, NY; and Ice Time Sports Complex, Newburgh, NY.

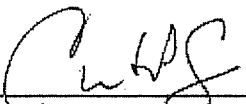
WHEREAS, the Developer intends to actively support and promote the mission and operation of Mid Hudson Civic Center, Inc. and Mid Hudson Civic Center, Inc. and Developer believe they stand to mutually benefit from entering into agreements relating to the terms and conditions of such support;

NOW, THEREFORE, the Developer and Mid Hudson Civic Center, Inc., subject to the terms and conditions herein contained, hereby agree as follows:

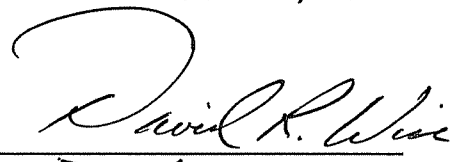
1. **Cooperation.** The parties agree that in the event Developer is awarded a license and opens the Resort for business, each would benefit from cross marketing, coordination of performance schedules, booking of performers, arrangements or agreements with promoters, promotions and tickets prices. In furtherance thereof, the parties have discussed their intent to cooperate and enter into arrangements relating to the promotion of live entertainment venues including the following:
 - Developer will make a one-time payment to Mid Hudson Civic Center, Inc. in the amount of Five Hundred Thousand Dollars (\$500,000).
 - Developer will make an annual contribution in the amount of Three Hundred Thousand Dollars (\$300,000) on the anniversary of each year from the date Developer opens the facility or facilities to the public for business but limited in any event to the 10 years of the initial license period granted from the State of New York and each year of any renewal period, if any. Annual contribution is made to Mid Hudson Civic Center, Inc. and not transferable to any successor or assignee and only so long as they are in business.

- Developer agrees to Co-present three (3) shows per year with Mid Hudson Civic Center, Inc.. One (1) show at each of the venues (Mid Hudson Civic Center, Sugar Loaf Performing Arts Center, and Dutchess Stadium)
 - Developer and Mid Hudson Civic Center, Inc. will meet on a periodic basis to establish and refine a protocol to work collaboratively on booking, cross-marketing, presenting and co-presenting each other's events.
 - Developer and Mid Hudson Civic Center, Inc. will establish methods by which (a) people may redeem player's club points at the Resort for tickets to Venue events at cost and (b) purchasers of tickets to Venue events can earn player's club points for redemption at the Resort.
 - Developer will institute a program giving Resort patrons access to purchase tickets to Venue events for valued casino customers at cost.
 - Developer shall create a program to publicize and promote events at across public, not-for-profit and private live entertainment venues, including the Venue(s).
 - Developer will work to actively promote Venue activities via an on-site concierge service, and will educate employees about program offerings and enable employees to refer customers to upcoming shows, concerts and special events at Venue.
 - Developer will provide free advertising space in the back-of-house employee area or in the employee newsletter for Mid Hudson Civic Center, Inc. in a manner and at locations as reasonably determined by Developer.
2. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York applicable to a contract executed and performed in such State.
3. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

RW ORANGE COUNTY LLC

By: 
 Name: Christian Goode
 Title: President
 Date: 6/19/2014

MID HUDSON CIVIC CENTER, INC.

By: 
 Name: DAVID R. WISE
 Title: Chairman, Board of Directors
 Date: June 19, 2014

MEMORANDUM OF UNDERSTANDING (“MOU”)

WHEREAS, The Upstate New York Gaming Economic Development Act of 2013 was passed to stimulate economic development, including, among other things, job creation, enhancement of the State’s tourism industry and new state and local tax revenue;

WHEREAS, RW Orange County LLC (the “Developer”) is an applicant before the New York State Gaming Commission seeking a license to develop, construct and operate a destination resort facility, including a casino, hotel and various amenities in Orange County, New York (the “Resort”);

WHEREAS, Museum Village (the “Museum”) operates a venue providing educational offerings, live historical demonstrations and a live performance known as Museum Village at Route 1010 Route 17M, Monroe, NY (the “Venue”); and

WHEREAS, the Developer intends to actively support and promote the mission and operation of the Museum and the Museum and Developer believe they stand to mutually benefit from entering into agreements relating to the terms and conditions of such support;

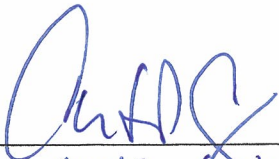
NOW, THEREFORE, the Developer and the Museum, subject to the terms and conditions herein contained, hereby agree as follows:


1. **Cooperation.** The parties agree that in the event Developer is awarded a license and opens the Resort for business, each would benefit from cross marketing, coordination of performance schedules, booking of performers, arrangements or agreements with promoters, promotions and tickets prices. In furtherance thereof, the parties have discussed their intent to cooperate and enter into arrangements relating to the promotion of live entertainment venues including the following:
 - Developer and the Museum will meet on a periodic basis to establish and refine a protocol to work collaboratively on booking, marketing, presenting and co-presenting each other’s events.
 - Developer and the Museum will establish methods by which (a) people may redeem player’s club points at the Resort for tickets to Venue events and (b) purchasers of tickets to Venue events can earn player’s club points for redemption at the Resort.
 - Developer will institute a program giving Resort patrons access to purchase tickets to Venue events for valued casino customers.
 - Developer shall create a program to publicize and promote events at across public, not-for-profit and private live entertainment venues, including the Venue.

- Developer will work to actively promote Venue activities via an on-site concierge service, and will educate employees about program offerings and enable employees to refer customers to upcoming shows, concerts and special events at Venue.
 - Developer will provide free advertising space in the back-of-house employee area for the Museum in a manner and at locations as reasonably determined by Developer.
 - Developer will establish cooperative scheduling programs with live-entertainment venues, including the Venue.
 - Developer and the Museum agree to work together to develop cross-promotional events, including combined admission tickets, and utilize mutually agreeable third party ticket promoters.
 - Developer will offer, from time to time, preferred rates for Resort amenities as an accommodation for artists and performers in connection with select shows, concerts and special events at the Venue as mutually determined by Developer and the Museum.
 - Developer will provide expertise to the Museum through casino executive participation on governing bodies and strategic planning as may be mutually beneficial, as well as encourage employee volunteerism.
 - Developer and Venue will enter into discussions to discuss the provision of financial support and/or other special efforts of the Developer in furtherance of the purposes set forth in this MOU.
2. Definitive Agreement. In the event a license to operate the Resort is awarded to Developer, the parties intend, during the construction period of Resort, enter into a definitive agreement regarding the development and implementation of the terms contemplated hereby. This MOU outlines preliminary terms of proposed arrangements with the Museum, however, neither party shall be legally bound hereby until the delivery of a fully executed definitive agreement between Developer and the Museum following the award of a license to Developer to operate the Resort.
 3. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York applicable to a contract executed and performed in such State.
 4. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

RW ORANGE COUNTY LLC

MUSEUM VILLAGE

By: 
Name: Christian Goode
Title: President
Date: 6/9/14

By: 
Name: MICHAEL SOSLER
Title: EXECUTIVE DIRECTOR
Date: JUNE 8, 2014

MEMORANDUM OF UNDERSTANDING ("MOU")

WHEREAS, The Upstate New York Gaming Economic Development Act of 2013 was passed to stimulate economic development, including, among other things, job creation, enhancement of the State's tourism industry and new state and local tax revenue;

WHEREAS, RW Orange County LLC (the "Developer") is an applicant before the New York State Gaming Commission seeking a license to develop, construct and operate a destination resort facility, including a casino, hotel and various amenities in Orange County, New York (the "Resort");

WHEREAS, Paramount Hudson Valley (the "[LOCAL PARTNER]") operates a venue providing Arts & Entertainment known as Paramount Hudson Valley in Peekskill, NY (the "Venue"); and

WHEREAS, the Developer intends to actively support and promote the mission and operation of Paramount Hudson Valley and Paramount Hudson Valley and Developer believe they stand to mutually benefit from entering into agreements relating to the terms and conditions of such support;


NOW, THEREFORE, the Developer and Paramount Hudson Valley, subject to the terms and conditions herein contained, hereby agree as follows:

1. Cooperation. The parties agree that in the event Developer is awarded a license and opens the Resort for business, each would benefit from cross marketing, coordination of performance schedules, booking of performers, arrangements or agreements with promoters, promotions and tickets prices. In furtherance thereof, the parties have discussed their intent to cooperate and enter into arrangements relating to the promotion of live entertainment venues including the following:
 - Developer will make an annual contribution in the amount of Seven Thousand Five Hundred Dollars (\$7,500) on the anniversary of each year from the date Developer opens the facility or facilities to the public for business but limited in any event to the 10 years of the initial license period granted from the State of New York. Annual contribution is made to Paramount Hudson Valley and not transferable to any successor or assignee and only so long as they are in business.
 - Developer and Paramount Hudson Valley will meet on a periodic basis to establish and refine a protocol to work collaboratively on booking, cross-marketing, presenting and co-presenting each other's events.
 - Developer and Paramount Hudson Valley will establish methods by which (a) people may redeem player's club points at the Resort for tickets to Venue events at cost


and (b) purchasers of tickets to Venue events can earn player's club points for redemption at the Resort.

- Developer will institute a program giving Resort patrons access to purchase tickets to Venue events for valued casino customers at cost.
- Developer shall create a program to publicize and promote events at across public, not-for-profit and private live entertainment venues, including the Venue(s).
- Developer will work to actively promote Venue activities via an on-site concierge service, and will educate employees about program offerings and enable employees to refer customers to upcoming shows, concerts and special events at Venue.
- Developer will provide free advertising space in the back-of-house employee area or in the employee newsletter for Paramount Hudson Valley in a manner and at locations as reasonably determined by Developer.
- Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York applicable to a contract executed and performed in such State.
- Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

RW ORANGE COUNTY LLC

By: 
Name: Christian Goode
Title: President
Date: 6/20/14

PARAMOUNT HUDSON VALLEY

By: 
Name: Kurt G. Heitmann
Title: CEO
Date: 6-20-14

MEMORANDUM OF UNDERSTANDING (“MOU”)

WHEREAS, The Upstate New York Gaming Economic Development Act of 2013 was passed to stimulate economic development, including, among other things, job creation, enhancement of the State’s tourism industry and new state and local tax revenue;

WHEREAS, RW Orange County LLC (the “Developer”) is an applicant before the New York State Gaming Commission seeking a license to develop, construct and operate a destination resort facility, including a casino, hotel and various amenities in Orange County, New York (the “Resort”);

WHEREAS, Rhodes North Tavern (the “Tavern”) operates a venue providing nightly live entertainment and musical acts at its location at 40 Orange Turnpike, Sloatsburgh, NY 10974 (the “Venue”);

WHEREAS, the Developer intends to actively support and promote the mission and operation of the Tavern and the Tavern and Developer believe they stand to mutually benefit from entering into agreements relating to the terms and conditions of such support;

NOW, THEREFORE, the Developer and the Tavern, subject to the terms and conditions herein contained, hereby agree as follows:

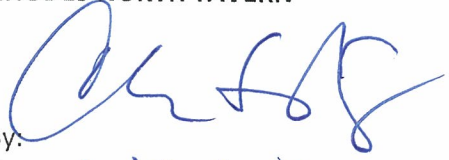
1. Cooperation. The parties agree that in the event Developer is awarded a license and opens the Resort for business, each would benefit from cross marketing, coordination of performance schedules, booking of performers, arrangements or agreements with promoters, promotions and tickets prices. In furtherance thereof, the parties have discussed their intent to cooperate and enter into arrangements relating to the promotion of live entertainment venues including the following:
 - Developer and the Tavern will meet on a periodic basis to establish and refine a protocol to work collaboratively on booking, marketing, presenting and co-presenting each other’s events.
 - Developer and the Tavern will establish methods by which (a) people may redeem player’s club points at the Resort for tickets to Venue events and (b) purchasers of tickets to Venue events can earn player’s club points for redemption at the Resort.
 - Developer will institute a program giving Resort patrons access to purchase tickets to Venue events for valued casino customers.
 - Developer shall create a program to publicize and promote events across public, not-for-profit and private live entertainment venues, including the Venue.

- Developer will work to actively promote Venue activities via an on-site concierge service, and will educate employees about program offerings and enable employees to refer customers to upcoming shows, concerts and special events at Venue.
 - Developer will provide free advertising space in the back-of-house employee area for the Tavern in a manner and at locations as reasonably determined by Developer.
 - Developer will establish cooperative scheduling programs with live-entertainment venues, including the Venue.
 - Developer and the Tavern agree to work together to develop cross-promotional events, including combined admission tickets, and utilize mutually agreeable third party ticket promoters.
 - Developer will offer, from time to time, preferred rates for Resort amenities as an accommodation for artists and performers in connection with select shows, concerts and special events at the Venue as mutually determined by Developer and the Tavern.
 - Developer and Venue will enter into discussions to discuss the provision of financial support and/or other special efforts of the Developer in furtherance of the purposes set forth in this MOU.
2. Definitive Agreement. In the event a license to operate the Resort is awarded to Developer, the parties intend, during the construction period of Resort, enter into a definitive agreement regarding the development and implementation of the terms contemplated hereby. This MOU outlines preliminary terms of proposed arrangements with the Tavern, however, neither party shall be legally bound hereby until the delivery of a fully executed definitive agreement between Developer and the Tavern following the award of a license to Developer to operate the Resort.
3. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York applicable to a contract executed and performed in such State.
4. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

RHODES
RW ORANGE COUNTY LLC

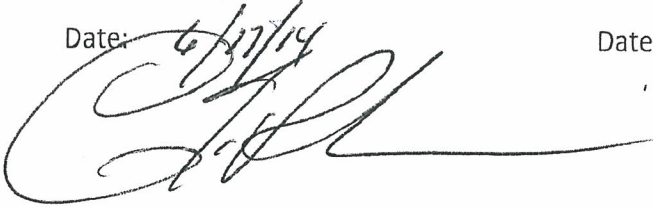
RW Orange
RHODES NORTH TAVERN

By:
Name: TYLER RHODES
Title: OWNER

By: 
Name: CHRISTIAN GOODE
Title: president

Date: 6/27/14

Date: 6/24/14



MEMORANDUM OF UNDERSTANDING (“MOU”)

WHEREAS, The Upstate New York Gaming Economic Development Act of 2013 was passed to stimulate economic development, including, among other things, job creation, enhancement of the State’s tourism industry and new state and local tax revenue;

WHEREAS, RW Orange County LLC (the “Developer”) is an applicant before the New York State Gaming Commission seeking a license to develop, construct and operate a destination resort facility, including a casino, hotel and various amenities in Orange County, New York (the “Resort”);

WHEREAS, Rockland World Radio (the “[LOCAL PARTNER]”) operates a venue providing broadcast, events, and promotion at its venue known as Nyack Village Theatre in Nyack, NY (the “Venue”); and

WHEREAS, the Developer intends to actively support and promote the mission and operation of Rockland World Radio and Rockland World Radio and Developer believe they stand to mutually benefit from entering into agreements relating to the terms and conditions of such support;

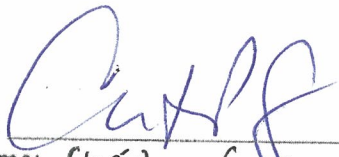
NOW, THEREFORE, the Developer and Rockland World Radio subject to the terms and conditions herein contained, hereby agree as follows:

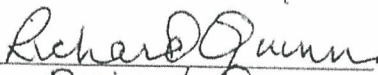
1. Cooperation. The parties agree that in the event Developer is awarded a license and opens the Resort for business, each would benefit from cross marketing, coordination of performance schedules, booking of performers, arrangements or agreements with promoters, promotions and tickets prices. In furtherance thereof, the parties have discussed their intent to cooperate and enter into arrangements relating to the promotion of live entertainment venues including the following:
 - Developer and Rockland World Radio will meet on a periodic basis to establish and refine a protocol to work collaboratively on booking, marketing, presenting and co-presenting each other’s events.
 - Developer and Rockland World Radio will establish methods by which (a) people may redeem player’s club points at the Resort for tickets to Venue events and (b) purchasers of tickets to Venue events can earn player’s club points for redemption at the Resort.
 - Developer will institute a program giving Resort patrons access to purchase tickets to Venue events for valued casino customers.
 - Developer shall create a program to publicize and promote events at across public, not-for-profit and private live entertainment venues, including the Venue.

- Developer will work to actively promote Venue activities via an on-site concierge service, and will educate employees about program offerings and enable employees to refer customers to upcoming shows, concerts and special events at Venue.
 - Developer will provide free advertising space in the back-of-house employee area for Rockland World Radio in a manner and at locations as reasonably determined by Developer.
 - Developer will establish cooperative scheduling programs with live-entertainment venues, including the Venue.
 - Developer and Rockland World Radio agree to work together to develop cross-promotional events, including combined admission tickets, and utilize mutually agreeable third party ticket promoters.
 - Developer will offer, from time to time, preferred rates for Resort amenities as an accommodation for artists and performers in connection with select shows, concerts and special events at the Venue as mutually determined by Developer and Rockland World Radio.
 - Developer will provide expertise to Rockland World Radio through casino executive participation on governing bodies and strategic planning as may be mutually beneficial, as well as encourage employee volunteerism.
 - Developer and Venue will enter into discussions to discuss the provision of financial support and/or other special efforts of the Developer in furtherance of the purposes set forth in this MOU.
2. Definitive Agreement. In the event a license to operate the Resort is awarded to Developer, the parties intend, during the construction period of Resort, enter into a definitive agreement regarding the development and implementation of the terms contemplated hereby. This MOU outlines preliminary terms of proposed arrangements with Rockland World Radio, however, neither party shall be legally bound hereby until the delivery of a fully executed definitive agreement between Developer and Rockland World Radio following the award of a license to Developer to operate the Resort.
 3. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York applicable to a contract executed and performed in such State.
 4. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

RW ORANGE COUNTY LLC

ROCKLAND WORLD RADIO

By: 
Name: Christian Goede
Title: President
Date: 6/23/14

By: 
Name: Richard Quinn
Title: owner/producer
Date: 06-18-14

SUPPORT AGREEMENT WITH IMPACTED LIVE PERFORMANCE VENUE

AGREEMENT made this 23rd day of June, 2014 by and between **RW ORANGE COUNTY LLC**, having an address at 1 Liberty Plaza, 35th Floor, New York, New York 10006 (“RW”) and **SHADOWLAND ARTISTS, INC.**, a New York not-for-profit corporation with an office at 157 Canal Street, Ellenville, New York 12428 (“Shadowland”).

WITNESSETH:

WHEREAS, RW has applied for and seeks approval for a Class 3 Gaming License at two sites within Orange County, New York (each a “Resort” and together the “Resorts”); and

WHEREAS, Shadowland is a 501 (c) (3) entering its thirtieth (30th) season of producing live plays in a village that has been designated and classified as “predominately low and moderate income” as per the most recent U.S. Census; and

WHEREAS, Shadowland’s main stage is located at 157 Canal Street, Ellenville, Town of Wawarsing, County of Ulster, New York, a distance of approximately forty (40) miles from the proposed RW Resort sites; and

WHEREAS, Shadowland receives annual financial support from New York State Council on the Arts, Arts Mid-Hudson, County of Ulster, and Town of Wawarsing; and

WHEREAS, Shadowland has had little or no corporate funding since the manufacturing base and hospitality base that defined the Village of Ellenville and Town of Wawarsing has been depleted over the past several decades; and

WHEREAS, Shadowland is the only Actors' Equity (Actors' Equity Association is the union of professional actors) theater in Ulster and Orange counties and one of only two Actors' Equity theaters in Ulster and Sullivan Counties; and

WHEREAS, Shadowland is a live performance venue whose mission and operation may be impacted by the operation of RW's casino; and

WHEREAS, the mission statement of Shadowland is as follows:

Since theatre impacts our lives in so many intangible ways, the mission of the Shadowland Theatre is to offer the residents of the region, and visitors to the area, the full range of professional theatre and educational opportunities at an affordable price. In achieving this mission, we constantly strive to produce a mixture of classic, contemporary and new plays. Our focus remains on socially relevant, thought-provoking works with vision that will both entertain and challenge our audience.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the sufficiency of which the signators hereto deem sufficient, it is agreed as follows:

1. Background. The recitals above are incorporated herein as if set forth at length.

2. Statutory Compliance. The parties intend this Agreement to be and to create “a fair and reasonable partnership” between Shadowland and RW whereby RW shall henceforth actively support the “mission” and “operation” of Shadowland as those terms are set forth within the Upstate New York Gaming Economic Development Act of 2013 (the Act).

3. Terms and Substance of RW Support. The obligations of RW under this Agreement shall commence upon (i) the issuance of a Class 3 Gaming license (the “License”) by the New York Gaming Commission and (ii) the actual commencement of operations of the Resorts to the public. The Agreement shall remain in full force and effect during the duration of the operation of the License during the initial term (expected to be ten years). In furtherance of RW’s obligation to assist in the mission and operation of Shadowland, it is agreed that RW will:

a. Financial Support. To support the mission and operation of Shadowland, RW will make a contribution in the amount of Fifty One Thousand Two Hundred Fifty Dollars (\$51,250) upon opening the Resort to the public for business and thereafter annually on the anniversary of the initial payment date but limited in any event to the initial license period of its New York Gaming Facility License, granted from the State of New York. In consideration therefore, RW shall be designated “Executive Underwriting Producer“ and its contribution to advancing the arts shall be noted in the “curtain speech” before each performance, the playbill and such other locations or medium as Shadowland deems appropriate.

b. Performances. RW will use best efforts to minimize potential competition between RW and Shadowland. For example, RW agrees not to book Broadway, off-Broadway or similar performances, at the RW Casino without first offering Shadowland a 120 day right of first refusal, or other events that would be reasonably likely to compete with the type of performances that Shadowland regularly produces or books at the time the Resorts open for business to the public. Additionally, RW agrees to neither intentionally block nor impede Shadowland's ability to book entertainment of any type, or to prohibit entertainment from performing at Shadowland.

c. Cross-Marketing. RW and Shadowland will work together to develop cross-marketing and cross-promotion of Shadowland and RW. RW agrees to include appropriate marketing of Shadowland on its video loop (if any), on its website page for local attractions and in the lobby area in accordance with the brochure display policy to be subsequently adopted by RW and through the concierge, provided that Shadowland's materials are produced in a professional manner.

d. Ticket Purchases. RW intends to purchase 200 tickets to events and performances of the type and nature that are typically of interest to the demographic of the average guest of RW, on an annual basis, to be distributed in RW's discretion.

e. Shared Box Office. To the extent that RW will operate a box office at its Resorts, RW will allow for and accommodate the sale of tickets to performances at Shadowland.

f. Meetings. RW agrees to meet with Shadowland no less frequently than bi-annually to discuss programming, partnerships, marketing, promotions and scheduling as well as other matters relating to the promotion of Shadowland.

g. Star Lodging. In the event Shadowland contracts with a “star” to perform at Shadowland, and appropriate lodging for the “star” is not available within Shadowland’s inventory of actor housing, and to the extent there is available lodging at the RW Casino, RW will provide lodging at “favored employee” rates to such “star”, on a case-by-case basis, on a seven (7) day maximum basis, without any guarantee of type of room.

h. Transportation. RW will provide a free shuttle to and from RW and Shadowland when available including early/late shifts to allow patrons to attend Shadowland performances and to frequent the nine (9) Ellenville eateries within two (2) blocks of Shadowland, on a case-by-case basis, for RW patrons who have received tickets supplied by RW if patron so desires.

i. Board of Directors Participation. RW will employ multiple upper management individuals who will have accomplished backgrounds in accounting, business development and/or marketing. Those experiences would be invaluable to the Board of Directors of Shadowland. Shadowland will make available, and RW will endeavor to provide, but solely within the discretion of RW, an appropriate member of its upper management team for a seat on the Board of Directors of Shadowland.

j. Scholarships for Employee Children. As a prerequisite of employment at RW, RW will provide payment of tuition for (currently enrollment is \$125.00 per semester) for twenty children aged 8 to 18 of RW employees who desire to enroll in Shadowland's children's acting academy, but only after such employee has passed their ninety (90) day probationary period.

4. Miscellaneous.

(a) Modification. Except as otherwise provided herein, this Agreement may be amended or modified only by a writing executed by both of the parties.

(b) Binding Effect. This Agreement shall be binding on the parties and shall inure to their respective successors and assigns.

(c) Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein. All prior agreements, understandings and arrangements among the parties with respect to the matters set forth herein are superseded by this Agreement and shall be of no further force and effect.

(d) Third Party Beneficiaries. Nothing in this Agreement shall be construed as implying or intending any third party beneficiaries to this Agreement.

(e) Controlling Law. This Agreement and the rights and obligations of the parties set forth herein shall be governed by, construed and interpreted in accordance with the laws of the State of New York, without regard to its conflicts of law principles.


(f) Relationship of Parties. The use of the word "partnership" as set forth in this Agreement is not and does not create a partnership under the legal sense of the word, but rather as set forth in Section 1320(2)(d) of the Act is merely meant to imply a co-operative and collaborative working relationship. The parties hereto remain separate, independent and distinct and neither has the power, authority or ability to act for or bind the other.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

RW ORANGE COUNTY LLC

By: 
Christian Goode, President

SHADOWLAND ARTISTS, INC.

By: 
William H. Collier, III, President
Board of Directors

MEMORANDUM OF UNDERSTANDING (“MOU”)

WHEREAS, The Upstate New York Gaming Economic Development Act of 2013 was passed to stimulate economic development, including, among other things, job creation, enhancement of the State’s tourism industry and new state and local tax revenue;

WHEREAS, RW Orange County LLC (the “Developer”) is an applicant before the New York State Gaming Commission seeking a license to develop, construct and operate a destination resort facility, including a casino, hotel and various amenities in Orange County, New York (the “Resort”);

WHEREAS, Theatrical Arts at Forestburgh, Inc (the “[LOCAL PARTNER]”) operates a venue providing a professional theatre at its theatre known as Forestburgh Playhouse in Forestburgh, New York, Sullivan County (the “Venue”); and

WHEREAS, the Developer intends to actively support and promote the mission and operation of [LOCAL PARTNER] and [LOCAL PARTNER] and Developer believe they stand to mutually benefit from entering into agreements relating to the terms and conditions of such support;

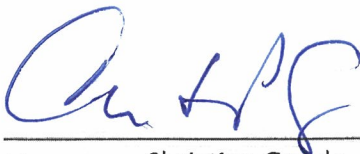
NOW, THEREFORE, the Developer and [LOCAL PARTNER], subject to the terms and conditions herein contained, hereby agree as follows:


1. Cooperation. The parties agree that in the event Developer is awarded a license and opens the Resort for business, each would benefit from cross marketing, coordination of performance schedules, booking of performers, arrangements or agreements with promoters, promotions and tickets prices. In furtherance thereof, the parties have discussed their intent to cooperate and enter into arrangements relating to the promotion of live entertainment venues including the following:
 - Developer and [LOCAL PARTNER] will meet on a periodic basis to establish and refine a protocol to work collaboratively on booking, marketing, presenting and co-presenting each other’s events.
 - Developer and [LOCAL PARTNER] will establish methods by which (a) people may redeem player’s club points at the Resort for tickets to Venue events and (b) purchasers of tickets to Venue events can earn player’s club points for redemption at the Resort.
 - Developer will institute a program giving Resort patrons access to purchase tickets to Venue events for valued casino customers.
 - Developer shall create a program to publicize and promote events at across public, not-for-profit and private live entertainment venues, including the Venue.

- Developer will work to actively promote Venue activities via an on-site concierge service, and will educate employees about program offerings and enable employees to refer customers to upcoming shows, concerts and special events at Venue.
 - Developer will provide free advertising space in the back-of-house employee area for [LOCAL PARTNER] in a manner and at locations as reasonably determined by Developer.
 - Developer will establish cooperative scheduling programs with live-entertainment venues, including the Venue.
 - Developer and [LOCAL PARTNER] agree to work together to develop cross-promotional events, including combined admission tickets, and utilize mutually agreeable third party ticket promoters.
 - Developer will offer, from time to time, preferred rates for Resort amenities as an accommodation for artists and performers in connection with select shows, concerts and special events at the Venue as mutually determined by Developer and [LOCAL PARTNER].
 - Developer and Venue will enter into discussions to discuss the provision of financial support and/or other special efforts of the Developer in furtherance of the purposes set forth in this MOU.
2. Definitive Agreement. In the event a license to operate the Resort is awarded to Developer, the parties intend, during the construction period of Resort, enter into a definitive agreement regarding the development and implementation of the terms contemplated hereby. This MOU outlines preliminary terms of proposed arrangements with [LOCAL PARTNER], however, neither party shall be legally bound hereby until the delivery of a fully executed definitive agreement between Developer and [LOCAL PARTNER] following the award of a license to Developer to operate the Resort.]
 3. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York applicable to a contract executed and performed in such State.
 4. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

RW ORANGE COUNTY LLC

Theatrical Arts at Forestburgh, Inc

By: 
Name: Christian Goode
Title: President
Date: 6/13/14

By: 
Name: Franklin Trapp
Title: Managing Director
Date: 6/12/14

MEMORANDUM OF UNDERSTANDING (“MOU”)

This Memorandum of Understanding executed by Upstate Theater Coalition for a Fairgame LLC (“Fairgame”), 432 State Street, Schenectady, NY 12305, Bethel Woods Center for the Arts (“Bethel Woods”), 200 PO Box 222, Liberty, NY, Bardavon 1869 Opera House, Inc. (“Bardavon”), 35 Market Street, Poughkeepsie, NY 12601-3214 (Bethel Woods and Bardavon being collectively referred to as the “Venues”), and RW Orange County LLC, One Liberty Plaza, 35th Floor, NY, NY 10006 (the “Developer”).

WHEREAS, the parties recognize that New York State is in the process of selecting live gaming operators for each of three regions in the state and that the New York State Gaming Commission has made clear the need for applicant gaming operators to “actively support the mission and operation of impacted live entertainment venues...”

WHEREAS, The Upstate New York Gaming Economic Development Act of 2013 was passed to stimulate economic development, including, among other things, job creation, enhancement of the State’s tourism industry and new state and local tax revenue;

WHEREAS, Developer is an applicant before the New York State Gaming Commission seeking a license to develop, construct and operate a destination resort facility, including a casino, hotel and various amenities in Orange County, New York (the “Resort”) which is within Region 1 as designated by the New York State Gaming Location Board;

WHEREAS, Bethel Woods and Bardavon, both operate entertainment facilities within Region 1 providing various performances including, but not limited to, musical and theatrical as well as special viewing of films, and Fairgame is a coalition of live entertainment venues, including the Venues, concerned about the impact of casino development on the activities of the coalition members.

WHEREAS, the Developer intends to actively support and promote the mission and operation of the Venues and Fairgame and believes that all parties stand to mutually benefit from entering into agreements relating to the terms and conditions of such support;

NOW, THEREFORE, the Developer, Fairgame, Bethel Woods and Bardavon, subject to the terms and conditions herein contained, hereby agree as follows:

1. Cooperation. In the event Developer is awarded a Gaming Facility License in Region 1 and opens the Resort for business, each party would benefit from cross marketing, coordination of performance schedules, booking of performers, arrangements or agreements with promoters, promotions and tickets prices. In furtherance thereof, the parties have discussed their intent to cooperate and enter into arrangements relating to the promotion of their respective live entertainment facilities including the following:
 - Developer will make a contribution in the amount of Five Hundred Thousand Dollars (\$500,000) upon opening the Resort to the public for business and thereafter annually on the anniversary of the initial payment date but limited in any event to the initial license period of its New York Gaming Facility License, granted from the State of New York. Such amounts to be paid to Fairgame (to be divided among and paid to the Venues and Fairgame in accordance with an agreement among the Venues

and Fairgame "Venue Agreement"). Fairgame and Venues shall release and indemnify Developer from all liability which may arise from the Venue Agreement between and among each venue.

- Developer and the Venues will meet on a periodic basis to establish and refine a protocol to work collaboratively on booking, cross-marketing, presenting and co-presenting each other's events.
- Developer will give each of the Venues, first right of refusal for booking "headline" acts (headline is defined as an act that tours nationally or internationally with at least 10 other bookings in the 12 months prior to the offer date) at least 120 days prior to the proposed date with the Developer having the right to book any acts declined by the Venues. Each Venue will be informed electronically to an agreed point of contact with an expectation of response within 2[two] business days of the receipt by the Venues of the first right of refusal notice.
- Developer and each of the Venues agree not to make an offer for a "headline" act as performer which would take place before, or within 120 days after, the last date or dates the act or performer is scheduled to appear at a Venue without consent of all Developer and the other Venue . This agreement excludes local acts and performers that circuit the region regularly to perform at multiple venues and performances for private functions that are not for sale to the general public.
- Legacy music festivals, events and tenants of the Resort including the Tuxedo Ski Resort and Renaissance Faire venues are excluded from restrictions and agreements that would prevent continuation of events and performances established prior to the Developer's acquisition or operation of such areas.
- Developer and the Venue will establish methods by which (a) people may redeem player's club points at the Resort for tickets to Venue events at cost and (b) purchasers of tickets to Venue events can earn player's club points for redemption at the Resort.
- Developer will institute a program giving Resort patrons access to purchase tickets to Venue events on the resort property. Furthermore Developer will purchase at least three hundred tickets of the Developer's choosing yearly, during the term of its Gaming Facility License and any extension or renewal thereof from each of the Venues to utilize for player events and rewards (such obligation to commence with the year during which the facility opens to the public).
- Developer shall create a program to publicize and promote events at Fairgame's public, not-for-profit and private live entertainment venues, including the Venues.
- Developer will include a link to each Venue booking site on its website under local attractions and entertainment and include on its website upcoming event schedules as provided by the Venues.
- Developer will offer special package discounts to enable the Venues to offer special room rates and transportation to and from the Venues for ticket purchasers. Package discounting will be agreed upon on a per show basis and based on availability of rooms.

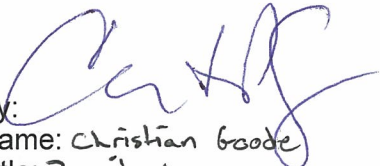
- Developer will offer priority room reservations and partner discounts for artists performing at the Venues.
 - Developer will work to actively promote Venue activities via an on-site concierge service, and will educate its employees about program offerings and enable employees to refer customers to upcoming shows, concerts and special events at the Venues.
 - Developer will provide free advertising space for the Venues in the back-of-house employee area or in the employee newsletter in a manner and at locations as reasonably determined by Developer.
2. **Further Impact.** It is the intent of the Developer to construct and operate at the Resort two 2,500 seat outdoor facilities and indoor bars and lounges with seating for less than 1,000 people for each venue. This MOU is based on the foregoing and should Developer's plans change leading to increased seating at Resort entertainment facilities or, after construction, plans are developed for the expansion of Resort entertainment facilities, Developer shall promptly notify the Venues of the revised or subsequent expansion plans, and the parties will negotiate an amendment of the MOU reflected herein, and any more formal agreement reflecting the MOU, to require the contribution by Developer of an additional yearly amount to offset the impact of the expansion on the Venues, such yearly increase to in no event be less than \$500,000, and such amount to be paid to Fairgame to be divided among and paid to the Venues and Fairgame, in accordance with the Venue Agreement.
 3. **More Formal Agreement.** It is the intent of the parties to incorporate the understanding of the parties hereto into a more formal agreement, including the foregoing terms and provisions, as well as such other terms and conditions as may be normal and customary in the industry with regard to similar agreements. Until such more formal agreement is prepared and executed, this MOU shall be binding and enforceable upon the parties, it being understood this MOU shall be of no force or effect if Developer is not awarded a New York Gaming Facility License and each of the Venues may terminate this MOU as to it, if it believes, in the exercise of its reasonable judgment, that the agreement contemplated by this MOU could be detrimental to its mission or operations.
 4. **Subject to Applicable Laws and Regulations.** If any provision of this MOU shall be determined by any applicable New York State Gaming Facility regulatory authority or other applicable authority to be inconsistent with or in violation of applicable laws or regulations, the parties shall negotiate in good faith to amend this MOU to bring it into compliance with applicable laws or regulations, while preserving the general intentions of the parties expressed hereunder.
 5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the Laws of the State of New York applicable to contracts executed and performed entirely in such State.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

RW ORANGE COUNTY LLC

UPSTATE THEATER COALITION FOR A FAIRGAME,

LLC.

By: 
Name: Christian Goode
Title: President

Date: 6/23/14

By: 
Name: Philip Morris
Title: Chairman

Date: 20 June 2014

BARDAVON 1869 OPERA HOUSE, INC.

BETHEL WOODS CENTER FOR THE ARTS

By: 

Name: Chris Silva
Title: Executive Director

Date: 20 June 2014

By: 

Name: Darlene Fedun
Title: President

Date: 20 June 2014

MEMORANDUM OF UNDERSTANDING ("MOU")

WHEREAS, The Upstate New York Gaming Economic Development Act of 2013 was passed to stimulate economic development, including, among other things, job creation, enhancement of the State's tourism industry and new state and local tax revenue;

WHEREAS, RW Orange County LLC (the "Developer") is an applicant before the New York State Gaming Commission seeking a license to develop, construct and operate a destination resort facility, including a casino, hotel and various amenities in Orange County, New York (the "Resort")

WHEREAS, [Patricia E. Pesch] (the "[LOCAL PARTNER]") operates a venue providing [food, liquor, entertainment] (the "[LOCAL PARTNER]"), known as [Patricia's with Heidi Newberg] (the "Venue"); and

WHEREAS, the Developer intends to actively support and promote the mission and operation of [LOCAL PARTNER] and [LOCAL PARTNER] and Developer believe they stand to mutually benefit from entering into agreements relating to the terms and conditions of such support;

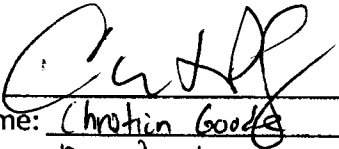
NOW, THEREFORE, the Developer and [LOCAL PARTNER], subject to the terms and conditions herein contained, hereby agree as follows:

1. **Cooperation.** The parties agree that in the event Developer is awarded a license and opens the Resort for business, each would benefit from cross marketing, coordination of performance schedules, booking of performers, arrangements or agreements with promoters, promotions and tickets prices. In furtherance thereof, the parties have discussed their intent to cooperate and enter into arrangements relating to the promotion of live entertainment venues including the following:
 - Developer and [LOCAL PARTNER] will meet on a periodic basis to establish and refine a protocol to work collaboratively on booking, marketing, presenting and co-presenting each other's events.
 - Developer and [LOCAL PARTNER] will establish methods by which (a) people may redeem player's club points at the Resort for tickets to Venue events and (b) purchasers of tickets to Venue events can earn player's club points for redemption at the Resort.
 - Developer will institute a program giving Resort patrons access to purchase tickets to Venue events for valued casino customers.
 - Developer shall create a program to publicize and promote events at across public, not-for-profit and private live entertainment venues, including the Venue.


- Developer will work to actively promote Venue activities via an on-site concierge service, and will educate employees about program offerings and enable employees to refer customers to upcoming shows, concerts and special events at Venue.
 - Developer will provide free advertising space in the back-of-house employee area for [LOCAL PARTNER] in a manner and at locations as reasonably determined by Developer.
 - Developer will establish cooperative scheduling programs with live-entertainment venues, including the Venue.
 - Developer and [LOCAL PARTNER] agree to work together to develop cross-promotional events, including combined admission tickets, and utilize mutually agreeable third party ticket promoters.
 - Developer will offer, from time to time, preferred rates for Resort amenities as an accommodation for artists and performers in connection with select shows, concerts and special events at the Venue as mutually determined by Developer and [LOCAL PARTNER].
 - [[FOR NON-PROFITS] Developer will provide expertise to [LOCAL PARTNER] through casino executive participation on governing bodies and strategic planning as may be mutually beneficial, as well as encourage employee volunteerism.]
 - Developer and Venue will enter into discussions to discuss the provision of financial support and/or other special efforts of the Developer in furtherance of the purposes set forth in this MOU.
2. Definitive Agreement. In the event a license to operate the Resort is awarded to Developer, the parties intend, during the construction period of Resort, enter into a definitive agreement regarding the development and implementation of the terms contemplated hereby. This MOU outlines preliminary terms of proposed arrangements with [LOCAL PARTNER], however, neither party shall be legally bound hereby until the delivery of a fully executed definitive agreement between Developer and [LOCAL PARTNER] following the award of a license to Developer to operate the Resort.]
 3. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York applicable to a contract executed and performed in such State.
 4. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

RW ORANGE COUNTY LLC

Pamela on the Hudson

By: 
Name: Christine Goodie
Title: president

Date: 6/24/14

By: 
Name: Pamela K Resch
Title: Pres

Date: 6/24/14

MEMORANDUM OF UNDERSTANDING ("MOU")

WHEREAS, The Upstate New York Gaming Economic Development Act of 2013 was passed to stimulate economic development, including, among other things, job creation, enhancement of the State's tourism industry and new state and local tax revenue;

WHEREAS, RW Orange County LLC (the "Developer") is an applicant before the New York State Gaming Commission seeking a license to develop, construct and operate a destination resort facility, including a casino, hotel and various amenities in Orange County, New York (the "Resort");

WHEREAS, [Billy Joe's Ribworks] (the "[LOCAL PARTNER]") operates a venue providing [Food and live entertainment] at its [Restaurant] known as [Billy Joe's Ribworks] in [26 Front Street, Newburgh NY] (the "Venue"); and

WHEREAS, the Developer intends to actively support and promote the mission and operation of [LOCAL PARTNER] and [LOCAL PARTNER] and Developer believe they stand to mutually benefit from entering into agreements relating to the terms and conditions of such support;

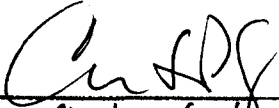
NOW, THEREFORE, the Developer and [LOCAL PARTNER], subject to the terms and conditions herein contained, hereby agree as follows:

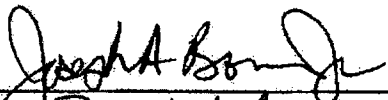
1. **Cooperation.** The parties agree that in the event Developer is awarded a license and opens the Resort for business, each would benefit from cross marketing, coordination of performance schedules, booking of performers, arrangements or agreements with promoters, promotions and tickets prices. In furtherance thereof, the parties have discussed their intent to cooperate and enter into arrangements relating to the promotion of live entertainment venues including the following:
 - Developer and [LOCAL PARTNER] will meet on a periodic basis to establish and refine a protocol to work collaboratively on booking, marketing, presenting and co-presenting each other's events.
 - Developer and [LOCAL PARTNER] will establish methods by which (a) people may redeem player's club points at the Resort for tickets to Venue events and (b) purchasers of tickets to Venue events can earn player's club points for redemption at the Resort.
 - Developer will institute a program giving Resort patrons access to purchase tickets to Venue events for valued casino customers.
 - Developer shall create a program to publicize and promote events at across public, not-for-profit and private live entertainment venues, including the Venue.

- Developer will work to actively promote Venue activities via an on-site concierge service, and will educate employees about program offerings and enable employees to refer customers to upcoming shows, concerts and special events at Venue.
 - Developer will provide free advertising space in the back-of-house employee area for [LOCAL PARTNER] in a manner and at locations as reasonably determined by Developer.
 - Developer will establish cooperative scheduling programs with live-entertainment venues, including the Venue.
 - Developer and [LOCAL PARTNER] agree to work together to develop cross-promotional events, including combined admission tickets, and utilize mutually agreeable third party ticket promoters.
 - Developer will offer, from time to time, preferred rates for Resort amenities as an accommodation for artists and performers in connection with select shows, concerts and special events at the Venue as mutually determined by Developer and [LOCAL PARTNER].
 - [[FOR NON-PROFITS] Developer will provide expertise to [LOCAL PARTNER] through casino executive participation on governing bodies and strategic planning as may be mutually beneficial, as well as encourage employee volunteerism.]
 - Developer and Venue will enter into discussions to discuss the provision of financial support and/or other special efforts of the Developer in furtherance of the purposes set forth in this MOU.
2. **Definitive Agreement.** In the event a license to operate the Resort is awarded to Developer, the parties intend, during the construction period of Resort, enter into a definitive agreement regarding the development and implementation of the terms contemplated hereby. This MOU outlines preliminary terms of proposed arrangements with [LOCAL PARTNER], however, neither party shall be legally bound hereby until the delivery of a fully executed definitive agreement between Developer and [LOCAL PARTNER] following the award of a license to Developer to operate the Resort.]
 3. **Governing Law.** This Agreement shall be governed by and construed in accordance with the Laws of the State of New York applicable to a contract executed and performed in such State.
 4. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

RW ORANGE COUNTY LLC

Billy Joe's Ribworks

By: 
Name: Christine Gould
Title: President
Date: 6/24/14

By: 
Name: Joseph A. Bonura
Title: Member
Date: 6-20-2014

MEMORANDUM OF UNDERSTANDING ("MOU")

WHEREAS, The Upstate New York Gaming Economic Development Act of 2013 was passed to stimulate economic development, including, among other things, job creation, enhancement of the State's tourism industry and new state and local tax revenue;

WHEREAS, RW Orange County LLC (the "Developer") is an applicant before the New York State Gaming Commission seeking a license to develop, construct and operate a destination resort facility, including a casino, hotel and various amenities in Orange County, New York (the "Resort");

WHEREAS, Ferry Godmother Productions, Inc. (the "[LOCAL PARTNER]") operates a venue providing Live Music concerts at its bandstand at the Thomas Bull Park Arboretum known as the Newburgh Jazz Series and the Orange County Pop Rock & Doowop Series in Montgomery NY (the "Venue"), and the mobile Newburgh Jazz-Go-Round and the Christmas Caroling Series in Newburgh; and

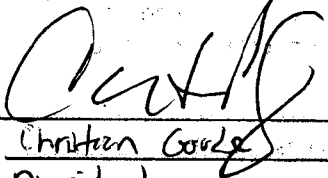
WHEREAS, the Developer intends to actively support and promote the mission and operation of [LOCAL PARTNER] and [LOCAL PARTNER] and Developer believe they stand to mutually benefit from entering into agreements relating to the terms and conditions of such support;

NOW, THEREFORE, the Developer and [LOCAL PARTNER], subject to the terms and conditions herein contained, hereby agree as follows:

1. **Cooperation.** The parties agree that in the event Developer is awarded a license and opens the Resort for business, each would benefit from cross marketing, coordination of performance schedules, booking of performers, arrangements or agreements with promoters, promotions and tickets prices. In furtherance thereof, the parties have discussed their intent to cooperate and enter into arrangements relating to the promotion of live entertainment venues including the following:
 - Developer and [LOCAL PARTNER] will meet on a periodic basis to establish and refine a protocol to work collaboratively on booking, marketing, presenting and co-presenting each other's events.
 - Developer and [LOCAL PARTNER] will establish methods by which (a) people may redeem player's club points at the Resort for tickets to Venue events and (b) purchasers of tickets to Venue events can earn player's club points for redemption at the Resort.
 - Developer will institute a program giving Resort patrons access to purchase tickets to Venue events for valued casino customers.
 - Developer shall create a program to publicize and promote events at across public, not-for-profit and private live entertainment venues, including the Venue.
 - Developer will work to actively promote Venue activities via an on-site concierge service, and will educate employees about program offerings and enable employees to refer customers to upcoming shows, concerts and special events at Venue.
 - Developer will provide free advertising space in the back-of-house employee area for [LOCAL PARTNER] in a manner and at locations as reasonably determined by Developer.

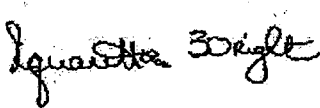
- Developer will establish cooperative scheduling programs with live-entertainment venues, including the Venue.
 - Developer and [LOCAL PARTNER] agree to work together to develop cross-promotional events, including combined admission tickets, and utilize mutually agreeable third party ticket promoters.
 - Developer will offer, from time to time, preferred rates for Resort amenities as an accommodation for artists and performers in connection with select shows, concerts and special events at the Venue as mutually determined by Developer and [LOCAL PARTNER].
 - [[FOR NON-PROFITS] Developer will provide expertise to [LOCAL PARTNER] through casino executive participation on governing bodies and strategic planning as may be mutually beneficial, as well as encourage employee volunteerism.]
 - Developer and Venue will enter into discussions to discuss the provision of financial support and/or other special efforts of the Developer in furtherance of the purposes set forth in this MOU.
2. **Definitive Agreement.** In the event a license to operate the Resort is awarded to Developer, the parties intend, during the construction period of Resort, enter into a definitive agreement regarding the development and implementation of the terms contemplated hereby. This MOU outlines preliminary terms of proposed arrangements with [LOCAL PARTNER], however, neither party shall be legally bound hereby until the delivery of a fully executed definitive agreement between Developer and [LOCAL PARTNER] following the award of a license to Developer to operate the Resort.]
 3. **Governing Law.** This Agreement shall be governed by and construed in accordance with the Laws of the State of New York applicable to a contract executed and performed in such State..
 4. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

RW ORANGE COUNTY LLC

By: 
 Name: Christian Goode
 Title: President

Date: 6/24/14

Ferry Godmother Productions

By: 
 Name: Aquanetta Wright
 Title: Executive Producer

Date: June 20, 2014

MEMORANDUM OF UNDERSTANDING ("MOU")

WHEREAS, The Upstate New York Gaming Economic Development Act of 2013 was passed to stimulate economic development, including, among other things, job creation, enhancement of the State's tourism industry and new state and local tax revenue;

WHEREAS, RW Orange County LLC (the "Developer") is an applicant before the New York State Gaming Commission seeking a license to develop, construct and operate a destination resort facility, including a casino, hotel and various amenities in Orange County, New York (the "Resort");

WHEREAS, Manza Family Farm (the "[LOCAL PARTNER]") operates a venue providing landscaping supplies and live events at its farm known as Manza Family Farm in Montgomery NY (the "Venue"); and

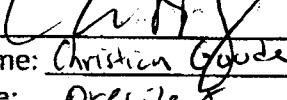
WHEREAS, the Developer intends to actively support and promote the mission and operation of [LOCAL PARTNER] and [LOCAL PARTNER] and Developer believe they stand to mutually benefit from entering into agreements relating to the terms and conditions of such support;

NOW, THEREFORE, the Developer and [LOCAL PARTNER], subject to the terms and conditions herein contained, hereby agree as follows:

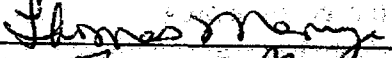
1. **Cooperation.** The parties agree that in the event Developer is awarded a license and opens the Resort for business, each would benefit from cross marketing, coordination of performance schedules, booking of performers, arrangements or agreements with promoters, promotions and tickets prices. In furtherance thereof, the parties have discussed their intent to cooperate and enter into arrangements relating to the promotion of live entertainment venues including the following:
 - Developer and [LOCAL PARTNER] will meet on a periodic basis to establish and refine a protocol to work collaboratively on booking, marketing, presenting and co-presenting each other's events.
 - Developer and [LOCAL PARTNER] will establish methods by which (a) people may redeem player's club points at the Resort for tickets to Venue events and (b) purchasers of tickets to Venue events can earn player's club points for redemption at the Resort.
 - Developer will institute a program giving Resort patrons access to purchase tickets to Venue events for valued casino customers.
 - Developer shall create a program to publicize and promote events at across public, not-for-profit and private live entertainment venues, including the Venue.
 - Developer will work to actively promote Venue activities via an on-site concierge service, and will educate employees about program offerings and enable employees to refer customers to upcoming shows, concerts and special events at Venue.

- Developer will provide free advertising space in the back-of-house employee area for Manza Family Farm in a manner and at locations as reasonably determined by Developer.
 - Developer will establish cooperative scheduling programs with live-entertainment venues, including the Venue.
 - Developer and Manza Family Farm agree to work together to develop cross-promotional events, including combined admission tickets, and utilize mutually agreeable third party ticket promoters.
 - Developer will offer, from time to time, preferred rates for Resort amenities as an accommodation for artists and performers in connection with select shows, concerts and special events at the Venue as mutually determined by Developer and Manza Family Farm.
 - [[FOR NON-PROFITS] Developer will provide expertise to Manza Family Farm through casino executive participation on governing bodies and strategic planning as may be mutually beneficial, as well as encourage employee volunteerism.]
 - Developer and Venue will enter into discussions to discuss the provision of financial support and/or other special efforts of the Developer in furtherance of the purposes set forth in this MOU.
2. Definitive Agreement. In the event a license to operate the Resort is awarded to Developer, the parties intend, during the construction period of Resort, enter into a definitive agreement regarding the development and implementation of the terms contemplated hereby. This MOU outlines preliminary terms of proposed arrangements with Manza Family Farm, however, neither party shall be legally bound hereby until the delivery of a fully executed definitive agreement between Developer and Manza Family Farm following the award of a license to Developer to operate the Resort.]
 3. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York applicable to a contract executed and performed in such State.
 4. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

RW ORANGE COUNTY LLC

By: 
 Name: Christian Goude
 Title: President
 Date: 6/24/14

Manza Family Farm

By: 
 Name: Thomas Manza
 Title: owner
 Date: 6/15/14

MEMORANDUM OF UNDERSTANDING ("MOU")

WHEREAS, The Upstate New York Gaming Economic Development Act of 2013 was passed to stimulate economic development, including, among other things, job creation, enhancement of the State's tourism industry and new state and local tax revenue;

WHEREAS, RW Orange County LLC (the "Developer") is an applicant before the New York State Gaming Commission seeking a license to develop, construct and operate a destination resort facility, including a casino, hotel and various amenities in Orange County, New York (the "Resort");

WHEREAS, [Neil Properties Corp.] (the "[LOCAL PARTNER]") operates a venue providing [Accomodations & Entertainment] at its [MOTEL] known as [Travel Inn] in [New Windsor] (the "Venue"); and

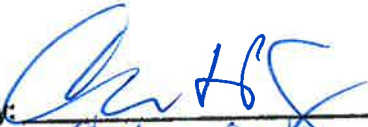
WHEREAS, the Developer intends to actively support and promote the mission and operation of [LOCAL PARTNER] and [LOCAL PARTNER] and Developer believe they stand to mutually benefit from entering into agreements relating to the terms and conditions of such support;


NOW, THEREFORE, the Developer and [LOCAL PARTNER], subject to the terms and conditions herein contained, hereby agree as follows:

1. **Cooperation.** The parties agree that in the event Developer is awarded a license and opens the Resort for business, each would benefit from cross marketing, coordination of performance schedules, booking of performers, arrangements or agreements with promoters, promotions and tickets prices. In furtherance thereof, the parties have discussed their intent to cooperate and enter into arrangements relating to the promotion of live entertainment venues including the following:
 - Developer and [LOCAL PARTNER] will meet on a periodic basis to establish and refine a protocol to work collaboratively on booking, marketing, presenting and co-presenting each other's events.
 - Developer and [LOCAL PARTNER] will establish methods by which (a) people may redeem player's club points at the Resort for tickets to Venue events and (b) purchasers of tickets to Venue events can earn player's club points for redemption at the Resort.
 - Developer will institute a program giving Resort patrons access to purchase tickets to Venue events for valued casino customers.
 - Developer shall create a program to publicize and promote events at across public, not-for-profit and private live entertainment venues, including the Venue.

RW ORANGE COUNTY LLC

Travel Inv

By: 
Name: Christina Gaudin
Title: President
Date: 6/26/14

By: 
Name: Vikram Bapodkar
Title: CEO
Date: 6-25-14

MEMORANDUM OF UNDERSTANDING (“MOU”)

WHEREAS, The Upstate New York Gaming Economic Development Act of 2013 was passed to stimulate economic development, including, among other things, job creation, enhancement of the State’s tourism industry and new state and local tax revenue;

WHEREAS, RW Orange County LLC (the “Developer”) is an applicant before the New York State Gaming Commission seeking a license to develop, construct and operate a destination resort facility, including a casino, hotel and various amenities in Orange County, New York (the “Resort”);

WHEREAS, Ferry Godmother Productions, Inc. (the “[LOCAL PARTNER]”) operates a venue providing Live Music concerts at its bandstand at the Thomas Bull Park Arboretum known as the Newburgh Jazz Series and the Orange County Pop Rock & Doowop Series in Montgomery NY (the “Venue”), and the mobile Newburgh Jazz-Go-Round and the Christmas Caroling Series in Newburgh; and

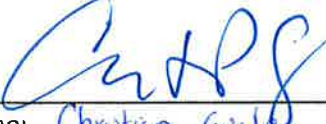
WHEREAS, the Developer intends to actively support and promote the mission and operation of [LOCAL PARTNER] and [LOCAL PARTNER] and Developer believe they stand to mutually benefit from entering into agreements relating to the terms and conditions of such support;

NOW, THEREFORE, the Developer and [LOCAL PARTNER], subject to the terms and conditions herein contained, hereby agree as follows:

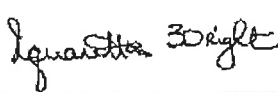
1. **Cooperation.** The parties agree that in the event Developer is awarded a license and opens the Resort for business, each would benefit from cross marketing, coordination of performance schedules, booking of performers, arrangements or agreements with promoters, promotions and tickets prices. In furtherance thereof, the parties have discussed their intent to cooperate and enter into arrangements relating to the promotion of live entertainment venues including the following:
 - Developer and [LOCAL PARTNER] will meet on a periodic basis to establish and refine a protocol to work collaboratively on booking, marketing, presenting and co-presenting each other’s events.
 - Developer and [LOCAL PARTNER] will establish methods by which (a) people may redeem player’s club points at the Resort for tickets to Venue events and (b) purchasers of tickets to Venue events can earn player’s club points for redemption at the Resort.
 - Developer will institute a program giving Resort patrons access to purchase tickets to Venue events for valued casino customers.
 - Developer shall create a program to publicize and promote events at across public, not-for-profit and private live entertainment venues, including the Venue.
 - Developer will work to actively promote Venue activities via an on-site concierge service, and will educate employees about program offerings and enable employees to refer customers to upcoming shows, concerts and special events at Venue.
 - Developer will provide free advertising space in the back-of-house employee area for [LOCAL PARTNER] in a manner and at locations as reasonably determined by Developer.

- Developer will establish cooperative scheduling programs with live-entertainment venues, including the Venue.
 - Developer and [LOCAL PARTNER] agree to work together to develop cross-promotional events, including combined admission tickets, and utilize mutually agreeable third party ticket promoters.
 - Developer will offer, from time to time, preferred rates for Resort amenities as an accommodation for artists and performers in connection with select shows, concerts and special events at the Venue as mutually determined by Developer and [LOCAL PARTNER].
 - [[FOR NON-PROFITS] Developer will provide expertise to [LOCAL PARTNER] through casino executive participation on governing bodies and strategic planning as may be mutually beneficial, as well as encourage employee volunteerism.]
 - Developer and Venue will enter into discussions to discuss the provision of financial support and/or other special efforts of the Developer in furtherance of the purposes set forth in this MOU.
2. Definitive Agreement. In the event a license to operate the Resort is awarded to Developer, the parties intend, during the construction period of Resort, enter into a definitive agreement regarding the development and implementation of the terms contemplated hereby. This MOU outlines preliminary terms of proposed arrangements with [LOCAL PARTNER], however, neither party shall be legally bound hereby until the delivery of a fully executed definitive agreement between Developer and [LOCAL PARTNER] following the award of a license to Developer to operate the Resort.]
 3. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York applicable to a contract executed and performed in such State.
 4. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

RW ORANGE COUNTY LLC

By: 
 Name: Christian Guadalupe
 Title: President
 Date: 6/26/14

Ferry Godmother Productions

By: 
 Name: Aquanetta Wright
 Title: Executive Producer
 Date: June 20, 2014

MEMORANDUM OF UNDERSTANDING ("MOU")

WHEREAS, The Upstate New York Gaming Economic Development Act of 2013 was passed to stimulate economic development, including, among other things, job creation, enhancement of the State's tourism industry and new state and local tax revenue;

WHEREAS, RW Orange County LLC (the "Developer") is an applicant before the New York State Gaming Commission seeking a license to develop, construct and operate a destination resort facility, including a casino, hotel and various amenities in Orange County, New York (the "Resort");

WHEREAS, [Billy Joe's Ribworks] (the "[LOCAL PARTNER]") operates a venue providing [Food and live entertainment] at its [Restaurant] known as [Billy Joe's Ribworks] in [26 Front Street, Newburgh NY] (the "Venue"); and

WHEREAS, the Developer intends to actively support and promote the mission and operation of [LOCAL PARTNER] and [LOCAL PARTNER] and Developer believe they stand to mutually benefit from entering into agreements relating to the terms and conditions of such support;

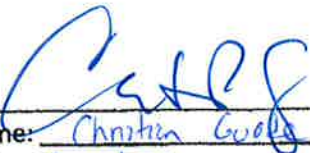
NOW, THEREFORE, the Developer and [LOCAL PARTNER], subject to the terms and conditions herein contained, hereby agree as follows:

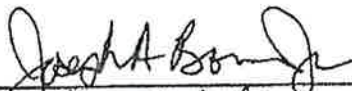
1. **Cooperation.** The parties agree that in the event Developer is awarded a license and opens the Resort for business, each would benefit from cross marketing, coordination of performance schedules, booking of performers, arrangements or agreements with promoters, promotions and tickets prices. In furtherance thereof, the parties have discussed their intent to cooperate and enter into arrangements relating to the promotion of live entertainment venues including the following:
 - Developer and [LOCAL PARTNER] will meet on a periodic basis to establish and refine a protocol to work collaboratively on booking, marketing, presenting and co-presenting each other's events.
 - Developer and [LOCAL PARTNER] will establish methods by which (a) people may redeem player's club points at the Resort for tickets to Venue events and (b) purchasers of tickets to Venue events can earn player's club points for redemption at the Resort.
 - Developer will institute a program giving Resort patrons access to purchase tickets to Venue events for valued casino customers.
 - Developer shall create a program to publicize and promote events at across public, not-for-profit and private live entertainment venues, including the Venue.

- Developer will work to actively promote Venue activities via an on-site concierge service, and will educate employees about program offerings and enable employees to refer customers to upcoming shows, concerts and special events at Venue.
 - Developer will provide free advertising space in the back-of-house employee area for [LOCAL PARTNER] in a manner and at locations as reasonably determined by Developer.
 - Developer will establish cooperative scheduling programs with live-entertainment venues, including the Venue.
 - Developer and [LOCAL PARTNER] agree to work together to develop cross-promotional events, including combined admission tickets, and utilize mutually agreeable third party ticket promoters.
 - Developer will offer, from time to time, preferred rates for Resort amenities as an accommodation for artists and performers in connection with select shows, concerts and special events at the Venue as mutually determined by Developer and [LOCAL PARTNER].
 - [[FOR NON-PROFITS] Developer will provide expertise to [LOCAL PARTNER] through casino executive participation on governing bodies and strategic planning as may be mutually beneficial, as well as encourage employee volunteerism.]
 - Developer and Venue will enter into discussions to discuss the provision of financial support and/or other special efforts of the Developer in furtherance of the purposes set forth in this MOU.
2. Definitive Agreement. In the event a license to operate the Resort is awarded to Developer, the parties intend, during the construction period of Resort, enter into a definitive agreement regarding the development and implementation of the terms contemplated hereby. This MOU outlines preliminary terms of proposed arrangements with [LOCAL PARTNER], however, neither party shall be legally bound hereby until the delivery of a fully executed definitive agreement between Developer and [LOCAL PARTNER] following the award of a license to Developer to operate the Resort.]
 3. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York applicable to a contract executed and performed in such State.
 4. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

RW ORANGE COUNTY LLC

Billy Joe's Ribworks

By: 
Name: Christina Woods
Title: President
Date: 6/26/14

By: 
Name: Joseph A. Bonura
Title: Member
Date: 6-20-2014

MEMORANDUM OF UNDERSTANDING ("MOU")

WHEREAS, The Upstate New York Gaming Economic Development Act of 2013 was passed to stimulate economic development, including, among other things, job creation, enhancement of the State's tourism industry and new state and local tax revenue;

WHEREAS, RW Orange County LLC (the "Developer") is an applicant before the New York State Gaming Commission seeking a license to develop, construct and operate a destination resort facility, including a casino, hotel and various amenities in Orange County, New York (the "Resort");

WHEREAS, [Warwick Valley Winery] (the "[LOCAL PARTNER]") operates a venue providing [live music] at its [winery] known as [] in [Warwick, NY] (the "Venue"); and

WHEREAS, the Developer intends to actively support and promote the mission and operation of [LOCAL PARTNER] and [LOCAL PARTNER] and Developer believe they stand to mutually benefit from entering into agreements relating to the terms and conditions of such support;

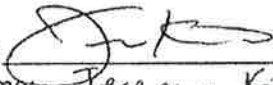
NOW, THEREFORE, the Developer and [LOCAL PARTNER], subject to the terms and conditions herein contained, hereby agree as follows:


1. Cooperation. The parties agree that in the event Developer is awarded a license and opens the Resort for business, each would benefit from cross marketing, coordination of performance schedules, booking of performers, arrangements or agreements with promoters, promotions and tickets prices. In furtherance thereof, the parties have discussed their intent to cooperate and enter into arrangements relating to the promotion of live entertainment venues including the following:
 - Developer and [LOCAL PARTNER] will meet on a periodic basis to establish and refine a protocol to work collaboratively on booking, marketing, presenting and co-presenting each other's events.
 - Developer and [LOCAL PARTNER] will establish methods by which (a) people may redeem player's club points at the Resort for tickets to Venue events and (b) purchasers of tickets to Venue events can earn player's club points for redemption at the Resort.
 - Developer will institute a program giving Resort patrons access to purchase tickets to Venue events for valued casino customers.
 - Developer shall create a program to publicize and promote events at across public, not-for-profit and private live entertainment venues, including the Venue.

- Developer will work to actively promote Venue activities via an on-site concierge service, and will educate employees about program offerings and enable employees to refer customers to upcoming shows, concerts and special events at Venue.
 - Developer will provide free advertising space in the back-of-house employee area for [LOCAL PARTNER] in a manner and at locations as reasonably determined by Developer.
 - Developer will establish cooperative scheduling programs with live-entertainment venues, including the Venue.
 - Developer and [LOCAL PARTNER] agree to work together to develop cross-promotional events, including combined admission tickets, and utilize mutually agreeable third party ticket promoters.
 - Developer will offer, from time to time, preferred rates for Resort amenities as an accommodation for artists and performers in connection with select shows, concerts and special events at the Venue as mutually determined by Developer and [LOCAL PARTNER].
 - [[FOR NON-PROFITS] Developer will provide expertise to [LOCAL PARTNER] through casino executive participation on governing bodies and strategic planning as may be mutually beneficial, as well as encourage employee volunteerism.]
 - Developer and Venue will enter into discussions to discuss the provision of financial support and/or other special efforts of the Developer in furtherance of the purposes set forth in this MOU.
2. Definitive Agreement. In the event a license to operate the Resort is awarded to Developer, the parties intend, during the construction period of Resort, enter into a definitive agreement regarding the development and implementation of the terms contemplated hereby. This MOU outlines preliminary terms of proposed arrangements with [LOCAL PARTNER], however, neither party shall be legally bound hereby until the delivery of a fully executed definitive agreement between Developer and [LOCAL PARTNER] following the award of a license to Developer to operate the Resort.]
 3. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York applicable to a contract executed and performed in such State.
 4. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Winnick Valley Winery
RW ORANGE COUNTY LLC

[RW Orange County LLC]

By: 
Name: Jeremy Kidde
Title: VP
Date: 6/25/14

By: 
Name: Christian Cox
Title: President
Date: 6/26/14

MEMORANDUM OF UNDERSTANDING ("MOU")

WHEREAS, The Upstate New York Gaming Economic Development Act of 2013 was passed to stimulate economic development, including, among other things, job creation, enhancement of the State's tourism industry and new state and local tax revenue;

WHEREAS, RW Orange County LLC (the "Developer") is an applicant before the New York State Gaming Commission seeking a license to develop, construct and operate a destination resort facility, including a casino, hotel and various amenities in Orange County, New York (the "Resort");

WHEREAS, [Newburgh Brewing Company] (the "[LOCAL PARTNER]") operates a venue providing [beer, wine, food, & soda] at its [taproom/restaurant] known as [Newburgh Brewing Company] in [88 S Colton St., Newburgh, NY] (the "Venue"); and

WHEREAS, the Developer intends to actively support and promote the mission and operation of [LOCAL PARTNER] and [LOCAL PARTNER] and Developer believe they stand to mutually benefit from entering into agreements relating to the terms and conditions of such support;

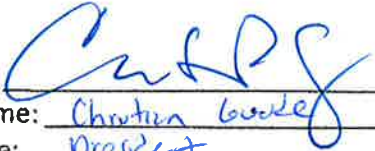
NOW, THEREFORE, the Developer and [LOCAL PARTNER], subject to the terms and conditions herein contained, hereby agree as follows:


1. **Cooperation.** The parties agree that in the event Developer is awarded a license and opens the Resort for business, each would benefit from cross marketing, coordination of performance schedules, booking of performers, arrangements or agreements with promoters, promotions and tickets prices. In furtherance thereof, the parties have discussed their intent to cooperate and enter into arrangements relating to the promotion of live entertainment venues including the following:
 - Developer and [LOCAL PARTNER] will meet on a periodic basis to establish and refine a protocol to work collaboratively on booking, marketing, presenting and co-presenting each other's events.
 - Developer and [LOCAL PARTNER] will establish methods by which (a) people may redeem player's club points at the Resort for tickets to Venue events and (b) purchasers of tickets to Venue events can earn player's club points for redemption at the Resort.
 - Developer will institute a program giving Resort patrons access to purchase tickets to Venue events for valued casino customers.
 - Developer shall create a program to publicize and promote events at across public, not-for-profit and private live entertainment venues, including the Venue.

- Developer will work to actively promote Venue activities via an on-site concierge service, and will educate employees about program offerings and enable employees to refer customers to upcoming shows, concerts and special events at Venue.
 - Developer will provide free advertising space in the back-of-house employee area for [LOCAL PARTNER] in a manner and at locations as reasonably determined by Developer.
 - Developer will establish cooperative scheduling programs with live-entertainment venues, including the Venue.
 - Developer and [LOCAL PARTNER] agree to work together to develop cross-promotional events, including combined admission tickets, and utilize mutually agreeable third party ticket promoters.
 - Developer will offer, from time to time, preferred rates for Resort amenities as an accommodation for artists and performers in connection with select shows, concerts and special events at the Venue as mutually determined by Developer and [LOCAL PARTNER].
 - [[FOR NON-PROFITS] Developer will provide expertise to [LOCAL PARTNER] through casino executive participation on governing bodies and strategic planning as may be mutually beneficial, as well as encourage employee volunteerism.]
 - Developer and Venue will enter into discussions to discuss the provision of financial support and/or other special efforts of the Developer in furtherance of the purposes set forth in this MOU.
2. Definitive Agreement. In the event a license to operate the Resort is awarded to Developer, the parties intend, during the construction period of Resort, enter into a definitive agreement regarding the development and implementation of the terms contemplated hereby. This MOU outlines preliminary terms of proposed arrangements with [LOCAL PARTNER], however, neither party shall be legally bound hereby until the delivery of a fully executed definitive agreement between Developer and [LOCAL PARTNER] following the award of a license to Developer to operate the Resort.]
 3. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York applicable to a contract executed and performed in such State.
 4. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

RW ORANGE COUNTY LLC

Newburgh Brewing Co.

By: 
Name: Christina Goodley
Title: President
Date: 6/26/14

By: 
Name: Paul J. Halayko
Title: President, CEO
Date: 6-25-14

MEMORANDUM OF UNDERSTANDING ("MOU")

WHEREAS, The Upstate New York Gaming Economic Development Act of 2013 was passed to stimulate economic development, including, among other things, job creation, enhancement of the State's tourism industry and new state and local tax revenue;

WHEREAS, RW Orange County LLC (the "Developer") is an applicant before the New York State Gaming Commission seeking a license to develop, construct and operate a destination resort facility, including a casino, hotel and various amenities in Orange County, New York (the "Resort");

WHEREAS, [Jan Palaggi] (the "[LOCAL PARTNER]") operates a venue providing [Wine, Live Music, Food] at its [Winery] known as [Palio Vineyards & Winery] in [Highland Mills, NY] (the "Venue"); and

WHEREAS, the Developer intends to actively support and promote the mission and operation of [LOCAL PARTNER] and [LOCAL PARTNER] and Developer believe they stand to mutually benefit from entering into agreements relating to the terms and conditions of such support;

NOW, THEREFORE, the Developer and [LOCAL PARTNER], subject to the terms and conditions herein contained, hereby agree as follows:

1. **Cooperation.** The parties agree that in the event Developer is awarded a license and opens the Resort for business, each would benefit from cross marketing, coordination of performance schedules, booking of performers, arrangements or agreements with promoters, promotions and tickets prices. In furtherance thereof, the parties have discussed their intent to cooperate and enter into arrangements relating to the promotion of live entertainment venues including the following:
 - Developer and [LOCAL PARTNER] will meet on a periodic basis to establish and refine a protocol to work collaboratively on booking, marketing, presenting and co-presenting each other's events.
 - Developer and [LOCAL PARTNER] will establish methods by which (a) people may redeem player's club points at the Resort for tickets to Venue events and (b) purchasers of tickets to Venue events can earn player's club points for redemption at the Resort.
 - Developer will institute a program giving Resort patrons access to purchase tickets to Venue events for valued casino customers.
 - Developer shall create a program to publicize and promote events at across public, not-for-profit and private live entertainment venues, including the Venue.

- Developer will work to actively promote Venue activities via an on-site concierge service, and will educate employees about program offerings and enable employees to refer customers to upcoming shows, concerts and special events at Venue.
 - Developer will provide free advertising space in the back-of-house employee area for [LOCAL PARTNER] in a manner and at locations as reasonably determined by Developer.
 - Developer will establish cooperative scheduling programs with live-entertainment venues, including the Venue.
 - Developer and [LOCAL PARTNER] agree to work together to develop cross-promotional events, including combined admission tickets, and utilize mutually agreeable third party ticket promoters.
 - Developer will offer, from time to time, preferred rates for Resort amenities as an accommodation for artists and performers in connection with select shows, concerts and special events at the Venue as mutually determined by Developer and [LOCAL PARTNER].
 - [[FOR NON-PROFITS] Developer will provide expertise to [LOCAL PARTNER] through casino executive participation on governing bodies and strategic planning as may be mutually beneficial, as well as encourage employee volunteerism.]
 - Developer and Venue will enter into discussions to discuss the provision of financial support and/or other special efforts of the Developer in furtherance of the purposes set forth in this MOU.
2. **Definitive Agreement.** In the event a license to operate the Resort is awarded to Developer, the parties intend, during the construction period of Resort, enter into a definitive agreement regarding the development and implementation of the terms contemplated hereby. This MOU outlines preliminary terms of proposed arrangements with [LOCAL PARTNER], however, neither party shall be legally bound hereby until the delivery of a fully executed definitive agreement between Developer and [LOCAL PARTNER] following the award of a license to Developer to operate the Resort.)
 3. **Governing Law.** This Agreement shall be governed by and construed in accordance with the Laws of the State of New York applicable to a contract executed and performed in such State.
 4. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Palatin Vineyard and Winery
RW-ORANGE COUNTY LLC

RW Orange County LLC

By: Jan Palaggi
Name: Jan Palaggi
Title: co/CEO, President
Date: 6/24/14

By: Christina Gendron
Name: Christina Gendron
Title: president
Date: 6/26/14

MEMORANDUM OF UNDERSTANDING ("MOU")

WHEREAS, The Upstate New York Gaming Economic Development Act of 2013 was passed to stimulate economic development, including, among other things, job creation, enhancement of the State's tourism industry and new state and local tax revenue;

WHEREAS, RW Orange County LLC (the "Developer") is an applicant before the New York State Gaming Commission seeking a license to develop, construct and operate a destination resort facility, including a casino, hotel and various amenities in Orange County, New York (the "Resort");

WHEREAS, [Robibero Family Vineyards, LLC] (the "[LOCAL PARTNER]") operates a venue providing [Wine tasting, live music,] at its [Winery] known as [Robibero Winery] in [714 Albany Post Road,] (the "Venue"); and
New Paltz, ny 12561

WHEREAS, the Developer intends to actively support and promote the mission and operation of [LOCAL PARTNER] and [LOCAL PARTNER] and Developer believe they stand to mutually benefit from entering into agreements relating to the terms and conditions of such support;

NOW, THEREFORE, the Developer and [LOCAL PARTNER], subject to the terms and conditions herein contained, hereby agree as follows:

1. **Cooperation.** The parties agree that in the event Developer is awarded a license and opens the Resort for business, each would benefit from cross marketing, coordination of performance schedules, booking of performers, arrangements or agreements with promoters, promotions and tickets prices. In furtherance thereof, the parties have discussed their intent to cooperate and enter into arrangements relating to the promotion of live entertainment venues including the following:
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- Developer will work to actively promote Venue activities via an on-site concierge service, and will educate employees about program offerings and enable employees to refer customers to upcoming shows, concerts and special events at Venue.
 - Developer will provide free advertising space in the back-of-house employee area for [LOCAL PARTNER] in a manner and at locations as reasonably determined by Developer.
 - Developer will establish cooperative scheduling programs with live-entertainment venues, including the Venue.
 - Developer and [LOCAL PARTNER] agree to work together to develop cross-promotional events, including combined admission tickets, and utilize mutually agreeable third party ticket promoters.
 - Developer will offer, from time to time, preferred rates for Resort amenities as an accommodation for artists and performers in connection with select shows, concerts and special events at the Venue as mutually determined by Developer and [LOCAL PARTNER].
 - [[FOR NON-PROFITS] Developer will provide expertise to [LOCAL PARTNER] through casino executive participation on governing bodies and strategic planning as may be mutually beneficial, as well as encourage employee volunteerism.]
 - Developer and Venue will enter into discussions to discuss the provision of financial support and/or other special efforts of the Developer in furtherance of the purposes set forth in this MOU.
2. **Definitive Agreement.** In the event a license to operate the Resort is awarded to Developer, the parties intend, during the construction period of Resort, enter into a definitive agreement regarding the development and implementation of the terms contemplated hereby. This MOU outlines preliminary terms of proposed arrangements with [LOCAL PARTNER], however, neither party shall be legally bound hereby until the delivery of a fully executed definitive agreement between Developer and [LOCAL PARTNER] following the award of a license to Developer to operate the Resort.]
3. **Governing Law.** This Agreement shall be governed by and construed in accordance with the Laws of the State of New York applicable to a contract executed and performed in such State.
4. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same Instrument.

RW ORANGE COUNTY LLC

Harry Robiero

By: Robiero Family Vineyards, LLC

Name: Harry Robiero

Title: owner

Date: 06/26/2014

By: Christen Gude

Name: Christen Gude

Title: president

Date: 6/27/14

Memorandum of Understanding

WHEREAS, the County of Dutchess, a municipal corporation with its principal offices at 22 Market Street, Poughkeepsie, New York 12601 (the "County") is desirous of negotiating a formal agreement for the following consideration; and

WHEREAS, the undersigned entity has expressed an interest in providing financial assistance to the County for the purpose of assisting in economic and tourism development for consideration given to its business endeavors, and

WHEREAS, any formal agreement reached between the County and the undersigned shall be contingent upon approval by the Dutchess County Legislature following the negotiation of such agreement; and

WHEREAS, the New York State Legislature enacted the Upstate New York Gaming Economic Development Act of 2013 (the "Act") pursuant to which the New York Gaming Commission (the "Gaming Commission") has issued a Request for Application ("RFA") for a license (a "Gaming License").

WHEREAS, RW Orange County, LLC. (the "Developer"), or its successor in interest, intends to submit an application for such Gaming License in accordance with the requirements of the RFA, which application will include, but not be limited to, plans for a destination resort gaming facility and amenities, which amenities will include a hotel, retail and entertainment facilities at certain property located in the Town of Tuxedo, New York (the "Project").

WHEREAS, the Project will have an economic benefit to the Mid-Hudson Valley including the County.

NOW, THEREFORE, it is agreed by and between the parties that in the event the Developer, or its successor, is awarded a Gaming License in accordance with the RFA and the Act, the parties will enter into negotiations for a formal agreement which provides, without limitation, the following:

1. The County has an interest in the promotion of certain live entertainment events at the County's minor league baseball stadium and field (collectively, the "Stadium") in order to foster economic development in the County. In an effort to assist the County in the promotion of economic development within the County, the Developer will agree, for a period of ten (10) years, to pay the annual sum of THREE HUNDRED THOUSAND DOLLARS (\$300,000) to the County for the promotion of such events at and structural improvements to the Stadium AND THE DEVELOPER WILL BE GRANTED THE OPPORTUNITY FOR NAMING RIGHTS OF THE STADIUM PENDING APPROVAL BY THE HUDSON VALLEY RENEGADES, INC. In addition, the Developer agrees to provide to the County a onetime payment of FIFTY THOUSAND DOLLARS (\$50,000) to be dedicated to capital improvements INCLUDING NEW SIGNAGE at the Stadium which will be required due to the RENAMING OF THE STADIUM. In consideration of such payments to be provided to the County for the improvements to the Stadium, the County will use its best efforts to facilitate the Developer's opportunity to purchase up to one Hundred (100) tickets in premium locations from Keystone Professional Baseball Club, Inc. for all Stadium events. The County shall use its best efforts to facilitate the Developer's opportunity to SECURE NAMING RIGHTS FOR THE STADIUM.
2. The County has an interest in funding tourism promotion which will be available due to the Project's proximity in the Region, to be administered by the Dutchess County Tourism through payments to Dutchess County Tourism by the Developer in the amount of FIFTY THOUSAND DOLLARS (\$50,000) annually for a FIVE (5) year period;
3. All payments of the Developer set forth herein and in any formal agreement between the parties (after award of the Gaming License) shall commence no later than the thirteenth month after the opening of the Project to the public, except that the FIFTY THOUSAND DOLLARS (\$50,000) one-time payment set forth in Section 1, and the first annual payment

of THREE HUNDRED THOUSAND DOLLARS (\$300,000) for event promotion and naming rights, hereof shall be made within one month of the opening of the Project to the public or at an mutually agreed upon date.

4. In addition, in order to address the anticipated impacts of the Project on the Mid-Hudson Valley Region, including the County, the Developer agree to the following:

(i) At all times during construction and operation of the Project, Developer shall work in a good faith, legal and non-discriminatory manner to give preferential treatment to qualified businesses and residents of the Mid-Hudson Valley for opportunities in contracting, subcontracting and servicing in the development, construction and operation of the gaming facility. Developer shall also exercise good faith efforts to employ qualified minorities, women and veterans.

(ii) Developer shall make a good faith effort to utilize local contractors, suppliers, vendors, and service-providers. Developer will favor those located in the Mid-Hudson Valley Region. Developer shall also create a Small Business Network of area businesses to identify capabilities, products, services and resources which can be purchased or obtained locally by Developer and will work with Chambers of Commerce from throughout the Mid-Hudson Valley Region.

(iii) Developer shall encourage local businesses to participate in a "Player's Club Card Program" which, subject to Gaming Commission approval, will enable guests to receive additional discount and redemption opportunities at participating local businesses and destinations in the Mid-Hudson Valley. Developer shall also encourage local businesses to participate in joint promotional opportunities, such as the inclusion of participating businesses in Developer's New York advertising campaigns, and employee discount programs.

(iv) Developer shall share with the County information as it pertains to traffic studies conducted by the Developer.

(v) The parties acknowledge that there may be other needs of the County caused by the Project. The Developer will establish a local liason with the County to continue to address impacts and needs of the County as they occur.

5. In addition to the contingency of legislative approval as set forth above herein, this agreement shall be contingent upon such considerations which shall be fully identified in the formal agreement yet to be negotiated.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized as of the day and year first above written.

COUNTY OF DUTCHESS

By: _____

Name: Marcus J. Molinaro
Title: County Executive
Date: June 27, 2014

RW ORANGE COUNTY LLC

By: _____

Name: Christian Goode
Title: President
Date: June 27, 2014