

ASSESSMENT OF LOCAL SUPPORT

Exhibit IX. A.1.a

See the following pages.



One Temple Drive, Tuxedo Park, New York 10987

www.tuxedogov.org

June 27, 2014

Ms. Gail Thorpe
Supervisor of Contracts Administration
New York State Gaming Commission
Contracts Office
One Broadway Center
Schenectady, NY 12301-7500

- RE: 1. RESOLUTION OF THE TOWN BOARD OF THE TOWN OF TUXEDO, NEW YORK, IN FURTHER SUPPORT OF THE APPLICATION TO DEVELOP AND OPERATE A DESTINATION CASINO RESORT ON LAND LOCATED ADJACENT TO NEW YORK STATE HIGHWAY ROUTE 17A IN THE TOWN OF TUXEDO AND APPROVING THE HOST COMMUNITY AGREEMENT TO BE ENTERED INTO WITH RW ORANGE COUNTY LLC
2. RESOLUTION OF NEGATIVE DECLARATION UNDER SEQRA

Dear Ms. Thorpe:

Enclosed are official extracts of the above-described resolutions duly adopted by the Town of Tuxedo Town Board on Wednesday, June 25, 2014. Also enclosed is a copy of the Host Community Agreement, executed in counterpart, which is referenced in Resolution #1 noted above.

These documents are submitted to meet the requirements of the New York State Gaming Board, and specifically to satisfy the condition of local support for the gaming license application of RW Orange County LLC.

Very truly yours,
Elaine M. Laurent

Elaine M. Laurent
Tuxedo Town Clerk

Enclosures

Area Code 845

Town Supervisor - 351-2265
Fax - 351-2190

Building & Highway - 351-4421
Fax - 351-2190

Town Assessor - 351-5602
Fax - 351-2190

Town Court - 351-5655
Fax - 351-2018

Town Clerk - 351-4411
Fax - 351-5593

Highway Garage - 351-2594
Fax - 351-4147

Receiver of Taxes - 351-5658
Fax - 351-5662

Recreation - 351-5598
Fax - 351-2190

EXTRACT OF MINUTES

**Meeting of the Town Board of the Town of Tuxedo
One Temple Drive, Tuxedo, NY 10987
June 25, 2014**

| | | |
|----------|-----------------------|---------------|
| Present: | Mr. Michael Rost | Supervisor |
| | Mr. Clifford Loncar | Councilmember |
| | Mr. Kristian Matthews | Councilmember |
| | Mr. David McMillen | Councilmember |
| | Mr. Gary Phelps | Councilmember |

Absent: None

**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF TUXEDO, NEW YORK
IN SUPPORT OF THE APPLICATION TO DEVELOP AND OPERATE A
DESTINATION CASINO RESORT ON LAND LOCATED ADJACENT TO NEW YORK
STATE HIGHWAY ROUTE 17A IN THE TOWN OF TUXEDO, ORANGE COUNTY, NY**

Supervisor Rost offered the following resolutions and moved their adoption.

WHEREAS, on March 31, 2014, the New York Gaming Facility Location Board (the "State Gaming Board") issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") pursuant to The Upstate New York Gaming Economic Development Act of 2013; and

WHEREAS, RW Orange County LLC ("RW"), an affiliate of Genting Americas Inc., has entered into contracts relating to a purchase of land in the Town of Tuxedo, County of Orange, designated on the Orange County website as Tax IDs 1-1-52.25, 1-1-36.32, 1-1-59.2, 1-1-52.26 and 1-1-37.2 (the "Project Site"), which project site is situated on New York State Route 17A approximately two and one-half miles northwest of the intersection of New York State Route 17 and New York State Route 17A; and

WHEREAS, RW, its affiliates and its principals, are qualified applicants with substantial experience in financing, developing and operating entertainment, restaurant and gaming facilities; and

WHEREAS, RW has stated an intent to file an application with the State Gaming Board in response to the RFA (the "Application") seeking a license to develop and operate a Gaming Facility (as defined in the RFA), with a first-class hotel and related amenities, including retail space and entertainment venues (the "Gaming Project") on the Project Site; and

WHEREAS, as a condition of filing its Application with the State Gaming Board, RW is required to demonstrate community support for its Application; and

WHEREAS, the Town Board has discussed matters relating to the potential location of the Gaming Project on the Project Site in the Town of Tuxedo; and

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Meeting of the Town Board of the Town of Tuxedo
June 25, 2014

WHEREAS, 61.9 percent of Town of Tuxedo voters in the November, 2013 election voted in favor of Proposition One, amending the State Constitution to allow the State Legislature to approve a certain number of gaming facilities for the purposes of providing jobs, financial assistance to schools, and property tax relief; and

WHEREAS, an open meeting was held on April 28, 2014, by the Town Board, at which meeting a presentation was made by RW regarding the proposed Gaming Project, at which time both the Town Board and the public were given the opportunity to make relevant inquiries and provide comments pertaining to the Gaming Project; and

WHEREAS, at the April 28, 2014 open meeting, comments were made by County Executive Steven Neuhaus in support of the proposed Gaming Project; and

WHEREAS, another open meeting was held on May 12, 2014, by the Town Board, at which meeting an additional presentation was made by RW regarding the proposed Gaming Project, at which time both the Town Board and the public were given the opportunity to make relevant inquiries and provide comments pertaining to the Gaming Project; and

WHEREAS, on May 12, 2014, the Town Board adopted a resolution supporting the Application for the proposed Gaming Project to be located at the Project Site; and

WHEREAS, an additional open meeting to discuss the proposed Gaming Project was held by the Town Board on June 18, 2014, at which financial, environmental and legal advisors retained by the Town were in attendance, at which time both the Town Board and the public were again given the opportunity to make relevant inquiries and provide comments pertaining to the Gaming Project; and

WHEREAS, based on further information received from RW, together with a better understanding of the Gaming Project and the additional public information meetings, the Town Board believes this resolution will provide further support for the Application for the proposed Gaming Project to be located at the Project Site in accordance with State Gaming Board requirements; and

WHEREAS, on June 23, 2014, a public hearing was held to solicit and receive comments regarding a proposed Local Law entitled, "Gaming Overlay District," after which, during its Regular Bi-Monthly Meeting held that same date, the Town Board adopted said Local Law as Local Law #2 of 2014, to allow for a gaming facility and resort development within the Town in accordance with State Gaming Board requirements; and

WHEREAS, the Town Board recognizes the uniqueness of the Project Site, the qualifications of RW, and the opportunity the Gaming Project represents to the Town of Tuxedo; and

WHEREAS, failure of the Town Board to provide support for the submission of the Application by RW on or before June 30, 2014 would preclude further review and consideration of such potential development of the Gaming Project by RW within the Town as the Application would not be accepted by the State Gaming Board; and

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June 25, 2014

WHEREAS, based upon its review and consultations, including consultation with professional financial and legal advisors retained by the Town, and taking into account the comments made by County Executive Steven Neuhaus in support of the Gaming Project, it is the determination of the Tuxedo Town Board that, by encouraging the development and operation of the Gaming Project at the Project Site by RW, the Town of Tuxedo and the County of Orange will substantially expand their tourism base by providing services and overnight accommodations for visitors as part of a balanced economy and will expand the tax base of the Town and the County consistent with the Town of Tuxedo Comprehensive Plan Update of August, 2011 and the Orange County Comprehensive Plan, Updated 2010; and

WHEREAS, the Town Board also believes that the development and operation of the Gaming Project at the Project Site would have a positive impact on Orange County, New York, the Monroe Woodbury School District, the Tuxedo Union Free School District, and surrounding communities, through the increase of property tax revenues and the expansion of employment opportunities for the citizens of the Town of Tuxedo and Orange County, New York; and

WHEREAS, the Gaming Project, even if approved for a license by the State Gaming Board, would still be required to comply with the state, county and local planning, zoning and environmental review processes, with opportunities for public review and comment, for all required approvals, in order to ensure the protection of the health, safety and welfare of the residents of the community; and

WHEREAS, the Town Board recognizes a landowner's right to develop and has no opposition to development, as long as the development complies with all applicable laws and protects the Town of Tuxedo's and Orange County's resources as required by law to protect the public interest; and

WHEREAS, the Town Board has received assurances from representatives of RW in the form of a host community agreement attached hereto as Exhibit A (the "Host Community Agreement"), negotiated between the Town Board and Town officials, with the assistance of the Town's legal and financial advisors, and RW, setting forth, among other things, commitments of RW to the Town regarding financial commitments of RW to the Town, and measures to be taken by RW to mitigate any adverse impact of the Gaming Project on the Town, should a license be granted by the State Gaming Board; and

WHEREAS, as more particularly described in the Host Community Agreement, the Host Community Agreement requires, *inter alia*, RW to, and RW has agreed to, provide, subject to certain conditions as set forth in the Host Community Agreement, the Project Payments (as defined in the Host Community Agreement), which include (i) \$50.0 million to be paid to the Town for certain capital and other projects to be determined by the Town Board; (ii) assistance with certain community outreach programs; (iii) payment to the Tuxedo School District in an amount equal to 50% of the increased annual school taxes to be paid to the Monroe-Woodbury School District as a result of the Gaming Project, subject to certain limitations; (iv) payment of certain agreed-upon traffic improvements, including, without limitation, the New York Thruway interchange at Exhibit 15B and on Routes 17 and 17A; (v) \$2.5 million for the purchase of certain police, fire and emergency medical services equipment and (vi) the Property Tax Guarantee and Gaming Revenue Guarantee (each as defined in the Host Community Agreement); and

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June 25, 2014

WHEREAS, the Host Community Agreement requires RW to, and RW has agreed, subject to certain limitations, to, undertake Mitigation Measures (as defined in the Host Community Agreement) to mitigate the environmental impact of the development, construction and operation of the Gaming Project on the Town as will be identified during the SEQRA Process (as defined in the Host Community Agreement); and

WHEREAS, the Host Community Agreement prohibits RW from engaging in, and RW has agreed not to engage in, certain activities that may be detrimental to the Town and its residents as more particularly described in the Host Community Agreement; and

WHEREAS, since the Full Environmental Assessment Form prepared with respect to this resolution and approval of the Host Community Agreement shows no adverse environmental effects resulting from the passage of this resolution and approval of the Host Community Agreement, which measures the State has required by the June 30, 2014 deadline, and the Town has adopted legal procedures for full compliance with SEQRA on a site-specific basis when all necessary environmental data is available, it must be concluded that this resolution and approval of the Host Community Agreement does not create any significant adverse effect on the environment, and the review process adopted by the Town is no less protective of the environment than a speculative review performed prior to the June 30, 2014 application deadline; and

WHEREAS, based on the foregoing, the Town Board is fully in support of the Gaming Project and RW's Application to the State Gaming Board for a license to develop and operate the Gaming Project at the Project Site located within the Town of Tuxedo, and believes the provisions of the Host Community Agreement are in the best interests of Town residents.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the adoption of this resolution and the Host Community Agreement will have no significant adverse impact on the environment and that the Town Board of the Town of Tuxedo, Orange County, New York, fully supports the Application to be filed by RW with the State Gaming Board for the development and operation of the Gaming Project on the above-described Project Site located within in the Town of Tuxedo and fully supports and encourages the development and operation of the proposed Gaming Project on such Project Site by RW and its successors and assigns; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Tuxedo has reviewed and hereby approves the Host Community Agreement and empowers Michael Rost, the Town Supervisor, to execute the Host Community Agreement on behalf of the Town in the form attached hereto as Exhibit A with such non-material changes as the Town Supervisor may deem appropriate after consultation with counsel; and

BE IT FURTHER RESOLVED, that these resolutions and the entry into the Host Community Agreement are intended to satisfy the eligibility requirements of NYS Racing, Pari-Mutuel Wagering and Breeding Law §1314(2), to meet the requirements of the State Gaming Board, and specifically to satisfy the condition of local support for the gaming license applicant; and further finds that these resolutions and the entry into the Host Community Agreement satisfy those requirements; and

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June 25, 2014

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a copy of these resolutions and the Host Community Agreement to the State Gaming Board.

The adoption of the foregoing resolutions was seconded by Councilmember Phelps and duly put to a vote on roll call, which resulted as follows:

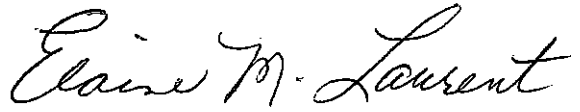
| | | |
|---------------------------|---------------------------------|-----|
| ON ROLL-CALL VOTE: | Councilmember Clifford Loncar | Aye |
| | Councilmember Kristian Matthews | Nay |
| | Councilmember David McMillen | Aye |
| | Councilmember Gary Phelps | Aye |
| | Supervisor Michael Rost | Aye |

*The resolutions were thereupon declared duly adopted
on June 25, 2014 by a vote of 4 Ayes to 1 Nay, with 0 Absentees*

STATE OF NEW YORK)
COUNTY OF ORANGE)^{ss.:}

I, ELAINE M. LAURENT, Town Clerk of the Town of Tuxedo, County of Orange, State of New York, do hereby certify that the foregoing resolution was duly adopted by the Town Board of the Town of Tuxedo at a meeting thereof duly held on the 25th day of June, 2014.

Dated: June 27, 2014
Tuxedo, New York



ELAINE M. LAURENT
TUXEDO TOWN CLERK



Approval Version

Host Community Agreement

By and Between

RW Orange County LLC

and

The Town of Tuxedo

June , 2014

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LIST OF EXHIBITS

- Exhibit A List of Project Payments
- Exhibit B Economic Metrics of the Project
- Exhibit C-1 Anticipated Allocation of Capital Payments
- Exhibit C-2 Potential Mitigation Measures Not RW's Responsibility
- Exhibit D Map of the Subject Property
- Exhibit E List of Anticipated Permits and Approvals

HOST COMMUNITY AGREEMENT

By and Between

RW Orange County LLC

and

the Town of Tuxedo, New York

THIS AGREEMENT is made and entered into as of the ___ day of June, 2014, by and between RW Orange County LLC (together with any RW Affiliate to which the development or operation of the Project is assigned in accordance herewith, "RW"), whose address is 11000 Rockaway Boulevard, New York, New York 11420 and the Town of Tuxedo (the "Town"), whose address is Tuxedo Town Hall, One Temple Drive, Tuxedo, New York 10987.

All capitalized terms used herein shall have the meanings ascribed to them in Section 1, below.

RECITALS

1. The Town and RW recognize that the Town is a governmental entity with responsibility for the welfare of its people.

2. RW plans to apply to the New York State Gaming Commission for a Gaming Facility License and to develop a luxury hotel and destination resort on the Subject Property.

3. The Town adopted Resolutions supporting the Project on May 12, 2014 and June __, 2014.

4. The Town desires to support RW's efforts to obtain a license under the Act, as the Town believes that the Project will benefit the Town by, among other things, bringing economic development to the Town, creating new jobs for residents and creating new sources of income for the Town.

5. RW and the Town have established a cooperative and mutually respectful relationship with each other.

6. RW and the Town acknowledge that while the Project is expected to provide many benefits to the Town and the residents and businesses in the Town, there may be certain adverse effects of the Project with respect to environmental factors and that those adverse effects will be addressed through the Mitigation Measures, as more fully set forth below in this Agreement, and the Parties agree that the implementation of such Mitigation Measures is essential, especially to address the concerns of residents of North Tuxedo whose homes are in close proximity to the Project.

Accordingly, the Parties, for good and valuable consideration, the receipt of which is hereby acknowledged, enter into this Agreement to effectuate the purposes set forth above and to be bound by the provisions set forth below:

Section 1. Definitions.

1. Capitalized terms used but not defined elsewhere in this Agreement shall have the meanings set forth in this Section.

"Act" means The Upstate New York Gaming and Economic Development Act of 2013.

"Agreement" means this Host Community Agreement between RW and the Town, including all exhibits attached hereto, as the same may be amended, modified, or restated from time to time in accordance with the terms hereof.

"Anticipated Allocation of Capital Payments" means the anticipated allocation of Capital Payments set forth on Exhibit C-1, as such allocation may be adjusted by the Town Board in its discretion at any time prior to October 1, 2014, it being understood that the Town Board shall determine the actual uses of all such Capital Payments, or develop a mechanism to determine such uses, and advise RW of the same by no later than October 1, 2014.

"Approvals" means federal, State, County, Town or any governmental agency, authority, council or commission permits and/or approvals (including, without limitation, the permits and approvals listed on Exhibit E), licenses, waivers, authorizations, orders or findings (in each case, as amended) that are applicable to RW, the acquisition of the Subject Property, or the development, construction and/or operation of the Project, including, without limitation, the award of a Gaming Facility License to RW by the State with respect to the Subject Property and the obtaining of a special use permit and certificate of occupancy from the Town with respect to the Project at the Subject Property.

"Approved Arbitration Tribunal" means an arbitration proceeding conducted in New York, New York (or, with the consent of both RW and the Town, Orange County, New York) in accordance with the rules of the American Arbitration Association, Commercial Arbitration Association, Commercial Arbitration Rules and Mediation Procedures (Including Procedures for Large, Complex Commercial Disputes) in effect on the appointment of the arbitration panel, and conducted in accordance with the following procedures: (i) within sixty (60) calendar days of any Determination, the Breaching Party shall deliver written notice to the Non-Breaching Party demanding arbitration and selecting one (1) arbitrator to serve on the arbitration panel, (ii) within thirty (30) calendar days of receipt of the Breaching Party's written notice demanding arbitration, the Non-Breaching Party and the Breaching Party shall each select one (1) arbitrator to serve on the arbitration panel, (iii) within thirty (30) days of the Non-Breaching Party's selection of an arbitrator, the arbitrators selected by the Breaching Party and the Non-Breaching Party shall select a third arbitrator to serve on the arbitration panel and (iv) the arbitration panel shall render its decision within one hundred twenty (120) calendar days from the date the arbitration panel is appointed (subject to extension with the mutual consent of the Breaching Party and the Non-Breaching Party or by the arbitration panel in its discretion if it determines that the interest of justice so requires).

"Breaching Party" has the meaning assigned to such term in Section 8H.

"Burdensome Mitigation Measure" means any Mitigation Measure (i) the cost of which, individually or in the aggregate with all other Mitigation Measures, would exceed the Mitigation Cap or (ii) which would, in RW's discretion, delay the timing of Project completion beyond that required under the Act.

"Business Day" means any day, other than a Saturday, Sunday or a day on which banks located in the State shall be authorized or required by law to close.

"Capital Payments" has the meaning assigned to such term in Section 1 of Exhibit A.

"Commencement Date" has the meaning assigned to such term in Section 1(c) of Exhibit A.

"County" means Orange County, New York.

"Court" means the Orange Supreme and County Court.

"Debt Payments" has the meaning assigned to such term in Section 6B.

"Determination" has the meaning assigned to such term in the definition of Final Decision.

"Dispute" means any dispute, claim, or controversy arising under or relating to this Agreement, the breach, termination, or validity of this Agreement, or the dealings between the Parties or with respect to any claim arising by virtue of any representations made by any Party herein.

"Dispute Notice" means a written notice of any Dispute.

"Economic Metrics" means the economic metrics listed on Exhibit B.

"Emergency Services Payment" has the meaning assigned to such term in Section 7 of Exhibit A.

"Final Decision" shall mean (i) a final finding by a court of competent jurisdiction after discovery and a hearing on the merits that the Breaching Party has committed a material breach of its obligations hereunder (a "Determination") and (ii) in the event that the Breaching Party challenges such Determination within sixty (60) days of such Determination, a decision by an Approved Arbitration Tribunal that the court's decision was correctly rendered (such determination being binding on the Parties).

"Force Majeure Event" shall mean delays due to circumstances beyond the reasonable control of either Party including, without limitation, (i) strikes, lockouts, casualties, acts of God, war or injunction, or (ii) material adverse economic events or circumstances which impact businesses generally in the Town or the State, or the gaming industry specifically.

"Gaming Facility License" has the meaning assigned to the term "gaming facility license" in the Act.

"Gaming Revenue Guarantee" has the meaning assigned to such term in Section 6b of Exhibit A.

"Legal Opinion" means (i) with respect to the Town, one or more legal opinions by Town counsel reasonably acceptable to RW, that this Agreement has been duly executed and authorized by the Town, and (ii) with respect to RW, one or more legal opinions by legal counsel to RW and reasonably acceptable to the Town that the Agreement has been duly executed, is authorized by RW and is enforceable against RW.

"Legally Required Payments" has the meaning assigned to such term in Section 3D.

"Mitigation Cap" means \$5,000,000.

"Mitigation Measures" has the meaning assigned to such term in Section 3B.

"New York State Gaming Commission" means the gaming regulatory agency created by the Act.

"Non-Breaching Party" has the meaning assigned to such term in Section 8H.

"NYDOT" means the New York Department of Transportation.

"NYSTA" means the New York State Thruway Authority.

"Opening Date" means the date on which the Project is first open to the general public for business.

"Party" means either RW or the Town or their respective successors or assigns.

"Parties" means, together, RW and the Town and their respective successors or assigns.

"Person" means any natural person, corporation, business trust, joint venture, association, company, limited liability company, partnership, governmental authority or other entity.

"Project" means the hotel, casino and ancillary facilities more particularly described on Exhibit D attached hereto and by this reference made a part hereof reflecting, without limitation, the Economic Metrics.

"Project Payments" has the meaning assigned to such term in Section 3A.

"Project Standards" means fit, finish, service levels, and amenities consistent with a first class destination resort and luxury casino hotel in a location comparable to the Subject Property (it being understood that for purposes of Section 6C, the resort and casino operators having experience operating resorts and casinos consistent with the Project Standards shall include, but not be limited to, MGM Resorts International, Caesars Entertainment Corporation, Las Vegas Sands Corporation and Wynn Resorts Limited).

"Property Tax Guarantee" has the meaning assigned to such term in Section 6a of Exhibit A.

"Resolutions" means the resolutions adopted on May 12, 2014 and June 25, 2014, by the Town supporting the Project and the resolution adopted on June 25, 2014 authorizing the entry into this Agreement by the Town.

"RFA" means the Request for Application published by the New York Gaming Facility Location Board on March 31, 2014, as amended.

"RW Affiliate" means a directly or indirectly controlled subsidiary of Genting Americas Inc. that is developing or operating the Project.

"RW Obligations" has the meaning assigned to such term in Section 3B.

"RW Rights/Obligations" has the meaning assigned to such term in Section 6B.

"SEORA" has the meaning assigned to such term in Section 2.

"SEORA Process" has the meaning assigned to such term in Section 3B.

"Subject Property" means those parcels of land in the Town shown in the cross-hatched area on Exhibit D attached hereto.

"Supervisor" means the duly elected Town Supervisor of the Town.

"Town" means the Town of Tuxedo, a municipality of the State.

"Town Board" means the duly elected Town Board of the Town. Any references in this Agreement to consent or approval of, action by, or notice to, the Town shall mean consent or approval of, action by, or notice to, as applicable, the Town Board.

"Town Ordinances" means the ordinances of the Town, as the same may be amended, modified, or restated from time to time.

"Town Planning Board" means the Town's zoning and planning board.

"Transfer" has the meaning assigned to such term in Section 6A.

"Transferee" has the meaning assigned to such term in Section 6A.

"Tuxedo School District" means the Tuxedo Union Free School District.

Section 2. Project Approvals.

A. Subject to delays arising from a Force Majeure Event, RW shall use its commercially reasonable efforts to promptly apply for, pursue and obtain all Approvals necessary to design, develop, construct and operate the Project in a manner consistent with the Project Standards and all applicable requirements of law, including, without limitation, the State

Environmental Qualified Review Act ("SEQRA"), Environmental Conservation Law, Article 8 and the regulations promulgated thereunder at 6 NYCRR Part 617. Until all such Approvals are obtained, RW shall provide the Town, from time to time upon reasonable request, with a written update of the status of such Approvals. If any Approvals are denied or unreasonably delayed, RW shall provide prompt written notice thereof to the Town stating, to the extent known to RW, and to the extent such disclosure is permitted by law or result in the loss of legal privilege, the reason(s) for such denial or delay and the remedial action (if any) to be taken by RW or if RW does not intend to take any remedial action, the reason therefor (it being understood that no such disclosure required by RW under this Section 2A shall include any proprietary, competitive or confidential information or trade secrets). Upon obtaining all such Approvals, RW shall, subject to delays arising from a Force Majeure Event, promptly develop and construct and operate the Project in accordance with such Approvals and the Project Standards in all material respects. Exhibit D contains a preliminary description and depiction of the Project which is subject to change at the discretion of RW consistent with the Economic Metrics and the Project Standards, the laws applicable to construction of the Project and the terms of the Approvals; *provided* that any material change to Exhibit D or the Economic Metrics by RW shall be subject to the prior written consent of the Town Board, such consent not to be unreasonably withheld or delayed. For the avoidance of doubt, the Economic Metrics are a material inducement to RW's willingness to provide the Project Payments and to submit its application for a Gaming Facility License.

B. RW agrees that access by the public to the lobby and front desk, the parking facilities, the hotel rooms, and all non-gaming amenities (excluding food and beverage outlets) will not require passage through gaming areas; *provided* that RW agrees that there will be several food and beverage outlets that include at least one access point which will not require passage through gaming areas.

Section 3. RW Obligations.

A. In connection with the Project, the Town has requested RW to provide, and RW has agreed to provide, the payments set forth on, and assist with the community relation initiatives set forth on, Exhibit A attached hereto (which payments and assistance shall be, for the avoidance of doubt, in addition to the \$3,000,000 escrow expense payment and the \$340,000 gift to the Tuxedo School District advanced by RW to the Town prior to the date of this Agreement) (collectively, the "Project Payments"). The Town shall utilize all Capital Payments in its reasonable discretion for any legally permitted use, subject to the Anticipated Allocation of Capital Payments. RW shall make all Project Payments by wire transfer to an account or accounts specified in writing by the Town (and in the case of the Project Payments set forth in Section 3 of Exhibit A, to an account or accounts specified by the Tuxedo School District) no later than the date each such Project Payment is to be paid as set forth on Exhibit A.

B. In connection with the development of the Project, RW will be requesting the Town to take actions and grant certain approvals under relevant Town zoning and planning law, such actions and approvals requiring an environmental review process as required under SEQRA (the "SEQRA Process"), including, without limitation, a review of the impact the development, construction and operation of the Project will have on waste water, sound, light, noise and socio-economic factors. The Town shall elect to act, and it is anticipated that it will act, as the Lead

Agency in connection with the SEQRA Process and the Town will work diligently to complete the SEQRA Process as soon as reasonably practicable in order to reach a determination in accordance with the Act and SEQRA. The SEQRA Process shall result in a list of necessary mitigation measures to address impacts of the Project identified in the SEQRA Process and, subject to termination of this Agreement by RW pursuant to clause (c) of Section 8L, RW agrees to undertake and to pay for any and all such mitigation measures (collectively, the "Mitigation Measures", and, together with the Project Payments, the "RW Obligations"); *provided*, however, that the cost of any Mitigation Measures that relate to the projects described on Exhibit C-2 shall not be required to be borne by RW, and if by mutual agreement of the Town and RW amounts therefor are paid by RW, the sum of the Capital Payments and Emergency Services Payment, shall be reduced dollar for dollar by such payments.

C. The Parties agree that RW shall not be obligated to pay to the Town, directly or indirectly, any amounts in excess of the amount required to make, pay or satisfy the RW Obligations (as defined below) in connection with the development of the Project (subject to Section 7D hereof, other than real estate taxes, fees and other payments and charges that are required by law to be paid to the Town by businesses in general or by other businesses or residents receiving those Town services that are received by the Project (such payments, the "Legally Required Payments")). The Town further acknowledges that (i) it is a material inducement to RW's willingness to agree to the covenants in Section 2 above and to submit an application for the development of the Project to the New York State Gaming Commission in connection with the RFA that RW shall not be obligated to pay any amounts to the Town in excess of the RW Obligations (other than Legally Required Payments), (ii) RW's obligations under Section 2 above are expressly conditioned on there being no material increase in the Project Payments set forth on Exhibit A and (iii) RW's obligation to provide each installment of the Project Payments (other than the installment described in clause 1(a) of Exhibit A hereto) is subject to RW's receipt of all Approvals of the Town that are required by law prior to the commencement of construction or opening of the Project, as applicable, and that such Approvals remain in full force and effect.

D. Subject to RW's receipt of the Gaming Facility License and all Approvals that are required by law prior to the commencement of construction and such Approvals remaining in full force and effect, RW (i) represents and warrants that it will be capitalized with at least \$400,000,000 of equity prior to the Opening Date including all payments required to be made under the Act, (ii) shall at all times from and after the date which is thirty days following the Commencement Date through payment of the Capital Payments in full, maintain a net worth of at least \$100,000,000, (iii) shall at all times from and after payment of all of the Capital Payments until the termination of this Agreement, maintain a net worth of at least \$50,000,000, and (iv) shall provide a written certification within 30 days following written request therefor by the Town, which request shall be made not more than once per year, that RW is in compliance with the foregoing requirements.

Section 4. Ordinances and Inspection.

In order to protect the health and safety of all patrons, guests and employees of the Project, the Project shall meet the building, health and safety codes established by the County, Town and State.

Section 5. Hiring Practices.

A. *Construction Jobs*

RW will work in a good faith, legal and non-discriminatory manner with the Project's construction manager to give preferential treatment to qualified State residents for contracting, subcontracting and servicing opportunities in the development and construction of the Project. Prior to hiring/retaining contractors, subcontractors or servicers in connection with construction of the Project, RW shall advertise and hold at least two events for the local residents on site and at other venues (at least one of which will be located in the Town) to be designated, at which it will publicize its construction needs and explain to attendees the process by which they may seek to be hired in connection with construction of the Project.

RW intends for the Project to be constructed using organized labor. To the extent permitted by law, RW will instruct subcontractors and vendors to utilize union labor from local chapters located in the Town.

B. *Permanent Jobs*

Prior to beginning the process of hiring employees (other than internally transferred RW employees) for the operation of the Project, RW shall advertise and hold at least two events for residents at the site or at other venues (at least one of which will be located in the Town) to be designated, at which it will publicize its hiring needs and explain to attendees the process by which they may seek to be hired in connection with the operation of the Project.

C. *State Vendors*

RW shall make a good faith effort to utilize contractors and suppliers located in the State for the construction and future operations of the Project and shall afford such opportunities to local vendors when such contractors and suppliers are properly qualified and price competitive.

Section 6. Prohibited Activities. RW covenants and agrees with the Town that the development, construction, operation and use of the Subject Property and the Project will at all times comply with applicable law and the terms of all Approvals and, so long as RW owns and operates the Project, RW shall not (and so long as a Person other than RW owns and operates the Project, such Person shall not):

A. at any time prior to the second anniversary of the Opening Date, sell, assign, lease or otherwise transfer (collectively, a "Transfer"), or agree to Transfer, any or all of its rights or obligations to develop, construct, own and/or operate the Project, or any real property on which any portion of the Project is located, and/or RW's rights or obligations under this Agreement (collectively, "RW Rights/Obligations"), to any Person (such Person, a "Transferee") (x) that is not (or will not be upon such Transfer) an RW Affiliate, (y) that lacks a Gaming Facility License to operate the Project or (z) that does not accede to and assume the RW

Rights/Obligations pursuant to a signed written agreement in form and substance reasonably satisfactory to the Town Board;

B. at any time on or after the second anniversary of the Opening Date, Transfer, or agree to Transfer, any or all of its RW Rights/Obligations to any Transferee unless such Transferee (w) has a Gaming Facility License to operate the Project, (x) has experience operating a resort hotel and casino consistent with the Project Standards, (y) is not exempt from the payment of federal, state, county and/or local and/or municipal taxes, and (z) (1) assumes/accedes to the RW Rights/Obligations pursuant to a signed written agreement in form and substance reasonably satisfactory to the Town Board and (2) in the case of a Transferee whose equity capital is not equal to or greater than \$50,000,000, cause an entity with financial capacity reasonably acceptable to the Town Board to guarantee the RW Obligations other than those obligations contained in Sections 2 and 4 of Exhibit A hereto;

C. permit the making of any Project Payments or other amounts payable by RW under this Agreement to be subordinated to the repayment of principal or interest on indebtedness incurred in respect of the Project ("Debt Payments"), and if any lender in respect of any such financing imposes a lock-box cash management system, RW will use commercially reasonable efforts to obtain such lender's express written agreement to treat such Project Payments and other amounts payable by RW hereunder as operating expenses, which shall be payable prior to any Debt Payments;

D. permit persons under the age of 21 to gamble at the Project or anywhere on the Subject Property;

E. permit persons under the age of 21 to purchase, consume, or otherwise possess alcoholic beverages at the Project or anywhere on the Subject Property;

F. permit adult entertainment and/or pawn shops at the Project or anywhere on the Subject Property, it being understood that adult entertainment and pawn shops shall not be permitted uses at the Subject Property;

F. directly or through an affiliate, provide shuttle service between the Project and the Tuxedo Metro-North Station, without consulting the Town Board and giving due consideration and due regard to the residents of the Town and the space and/or size limitations at the Tuxedo Metro-North Station;

G. directly or through an affiliate, provide bus programs that are not consistent with the Project Standards; and

H. directly or through an affiliate, own, lease, operate, pay for or contract with any Person to provide for helicopter services to or from, any helicopter landing pad within the Town or within a 5-mile radius of the Town.

Section 7. Undertakings of the Town.

In consideration of the Project Payments, in further recognition of the many benefits the Project will bring to the Town and as a material inducement for RW to obligate itself to carry out the covenants and conditions set forth in this Agreement, the Town shall do the following:

A. *Municipal Services.*

The Town shall provide normal and customary general municipal services to the Project as are available to residents and other commercial entities situated in the Town. Such services shall be at the expense of RW to the extent (i) the payments for such municipal services constitute Legally Required Payments or (ii) such services constitute Mitigation Measures.

B. *Response to Comments.*

The Town shall work closely with RW and reasonably assist RW in obtaining the Approvals and in responding to negative comments about the Project, reiterating the Town's support and the basis therefor (subject to RW's compliance with the terms of this Agreement in all material respects).

C. *Incremental Services Offset.*

RW shall be solely responsible for the payment and satisfaction of the RW Obligations. The Town agrees, that except as expressly provided hereunder it will be responsible for all other incremental and ongoing costs associated with any additional services required for the Project including without limitation ongoing capital, operating, repair, maintenance and personnel costs associated therewith.

D. *No Additional Taxes.*

The Town shall not impose any incremental direct or indirect taxes, fees or assessments upon the Project, the Subject Property, RW or the Project's uses (including, without limitation, taxes on transient lodging, skiing, commercial attractions or gaming), other than the RW Obligations and Legally Required Payments. Subject to the proviso set forth below, in the event of a material breach by the Town of the covenant set forth in this Section 7D, the Town shall immediately repay to RW all amounts paid by RW to the Town hereunder and the RW Obligations shall terminate immediately; *provided* that the Town shall not be required to make such repayments and the RW Obligations shall not be terminated, if the Town implements a dollar for dollar exemption, coincident cash rebate of any such taxes payable, or any other reasonable mechanism to ensure no incremental taxes will be paid by RW or its guests or patrons or to effectively mitigate or offset in full the adverse impact and/or cost on the Project or the patrons or guests of the Project of such taxes. Nothing in this Section 7D shall prohibit the Town from (i) charging de minimis administrative fees, (ii) requiring the posting of bonds in de minimis amounts (*i.e.*, no greater than \$50,000) in connection with the development of the Project in accordance with the laws of the Town in effect on the date hereof, (iii) charging levies based upon utility services actually rendered based on usage and in a non-discriminatory manner or (iv) charging assessments based upon per capita assessment base, so long as in the case of clause (iv), none of RW, the Project or the Subject Property bears a material portion of the collection in respect thereof (*i.e.*, in excess of ten percent (10%).

E. *Representations and Warranties of the Town.* The representations and warranties set forth in this Section 7E shall survive for the duration of the term of this Agreement and for two years thereafter. The Town hereby represents and warrants to RW as follows:

(1) the Town is a municipality duly organized, validly existing and in good standing under the laws of the State of New York, with full power and authority to execute, deliver and perform its obligations under this Agreement;

(2) the Town has the power to enter into this Agreement and perform its obligations and be subject to any and all covenants and obligations set forth herein;

(3) this Agreement, the Town's entry into this Agreement and the performance of the Town's obligations hereunder, have each been duly authorized by all action required of the Town, in compliance with all of the Town's notice, filing and any applicable procedural or other requirements;

(4) this Agreement has been duly executed and delivered by the Town;

(5) this Agreement is and shall remain a valid, binding and enforceable agreement of the Town in all respects; and

(6) the execution, delivery and performance of this Agreement by the Town does not and will not conflict with, or constitute a violation of breach of, or a default under, (a) any constitutional or organizational documents of the Town, (b) any applicable law, rule or regulation binding upon or applicable to the Town in any material respect, or (c) any agreements to which the Town is a party in any material respect.

F. *Participation in Litigation.*

The Town may elect to defend, intervene in or participate as *amicus curiae* in any lawsuit challenging any Town, State or federal Approvals necessary for gaming to occur on the Subject Property including an appeal of or legal challenge to, this Agreement; *provided, however*, that if the Town (either at RW's request or at the Town's own initiative) defends, intervenes or participates in any such lawsuit, RW shall be responsible for the payment of all reasonable and documented disbursements and fees for the Town's attorneys and consultants selected by the Town after consultation with RW in connection with defending, intervening or participating in such lawsuit.

Section 8. General Provisions.

A. *Notices.*

Any notices, consents, demands, requests, approvals, and other communications to be given under this Agreement by any Party to the other shall be deemed to have been duly given if given in writing and personally delivered, or sent by nationally recognized overnight courier, or sent by certified mail, postage prepaid, with return receipt requested, at the following addresses:

If to the Town:
Town of Tuxedo
1 Temple Drive
Tuxedo, NY 10987
Attn: Supervisor

With a copy to:
Town of Tuxedo
1 Temple Drive
Tuxedo, NY 10987
Attn: Town Counsel

If to RW:
RW Orange County LLC
11000 Rockaway Blvd
Jamaica, NY 11420
Attn: Christian Goode

With a copy to:
Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, NY 10007
Attn: Steven Wilner

Notices delivered personally or by courier shall be deemed communicated as of actual receipt; notices sent by certified mail shall be deemed communicated as of 10:00 am on the fifth Business Day after mailing. Any Party may change its address for notice hereunder by giving notice of such change in the manner provided in this Section 8.

B. Agreement Not Transferrable or Assignable.

Neither RW nor the Town shall transfer or assign its rights or obligations under this Agreement without prior written authorization of the other party, *provided* that RW may assign its rights and obligations under this Agreement in accordance with Section 6. Following any Transfer in accordance with the provisions of Section 6, the transferor shall be released from its obligations under this Agreement.

C. Binding Effect.

This Agreement shall be binding upon the Parties, together with their respective successors, and permitted assigns.

D. Language; Captions; References.

Whenever the context requires, references in this Agreement to the singular number shall include the plural, the plural number shall include the singular, and words denoting gender shall include the masculine, feminine, and neuter. Section headings in this Agreement are for convenience of reference only and shall not be considered in construing or interpreting this

Agreement. "Hereof," "hereto," "herein," and words of similar import used in this Agreement shall be deemed references to this Agreement as a whole, and not to any particular section, paragraph, or other provision of this Agreement unless the context specifically indicates to the contrary. Any reference to a particular "section" shall be construed as referring to the indicated section of this Agreement unless the context indicates to the contrary. Whenever the term "including" is used herein, it shall mean including without limitation.

E. *Ambiguities.*

The general rule of contract construction that any ambiguity in a contract will be construed against the party drafting such contract shall not apply to this Agreement.

F. *No Third Party Beneficiaries.*

This Agreement does not create, and shall not be construed as creating, any right enforceable by any person not a party to this Agreement. Any covenant or agreement contained in this Agreement shall be only for the benefit of the Parties and their respective successors and permitted assigns.

G. *Relationship of the Parties.*

Nothing in this Agreement shall create or be deemed to create the relationship of partners, joint venturers, employer-employee, fiduciaries or principal-agent among the Parties, nor shall any Party have any authority to assume or create any obligation or responsibility whatsoever, express or implied, on behalf of or in the name of any other Party or to bind any other Party in any manner whatsoever, nor shall any Party make any representation, warranty, covenant, agreement, or commitment on behalf of any other Party.

H. *Breaches.*

(1) The Town and RW agree that any material breach by a Party (the "Breaching Party") of this Agreement (including, without limitation, the failure to satisfy in all material respects any obligation when due or required) shall, following notice and the expiration of the applicable cure period set forth below, be a breach of this Agreement for which the other Party (the "Non-Breaching Party") may seek any remedy at law or in equity, subject to the balance of this Section 8H. Notwithstanding the foregoing, the time for performance by either Party of any obligations hereunder shall be extended for the period of any Force Majeure Event, unless this Agreement is terminated pursuant to Section 8L. In the event of a material breach of the terms hereof, the Non-Breaching Party shall promptly give written notice thereof to the Breaching Party and the Breaching Party shall (i) in the event of a breach of a monetary obligation, have fifteen Business Days following receipt of such notice to cure such breach and (ii) in the event of a material breach of a non-monetary obligation (other than Transfers in violation of Section 6A or 6B), have a reasonable time to cure such breach provided the Breaching Party promptly commences and diligently pursues such cure to completion; *provided* that, in the case of an election to terminate this agreement by the Town in accordance with Section 8H(2), RW's cure may, at RW's option, include a Transfer of the Project in compliance with Section 6A or 6B (including the accession to and assumption of RW's Rights/Obligations) to a Person that is not an RW Affiliate; *provided further* that if the Person to whom RW intends to Transfer the Project

does not then have a Gaming Facility License, provided that there is reasonable basis to conclude such proposed Transferee could be awarded a Gaming Facility License, the cure period shall be extended for so long as is necessary for such Person to obtain the same, so long as the proposed Transferee promptly submits and thereafter diligently pursues a Gaming Facility License. The Non-Breaching Party's failure to act or pursue any such remedy with respect to this Agreement shall not be, and shall not be deemed to be, a waiver by the Non-Breaching Party of such breach by the Breaching Party; *provided* that the Non-Breaching Party shall have as its sole remedy hereunder a suit for actual damages (and no Party shall be liable hereunder for any consequential, special or punitive damages) and/or equitable relief except as expressly provided in Section 8H(2).

(2) This Agreement may only be terminated by a Non-Breaching Party following a Final Decision finding that a material breach of this Agreement has occurred and, if a cure is permitted under Section 8H(1), the Breaching Party's failure thereafter to promptly commence and diligently pursue to completion a cure thereof in accordance with the terms of Section 8H(1).

I. *Limited Waiver of Sovereign Immunity and Dispute Resolution.*

(1) Waiver of Immunity. The Town hereby waives its immunity, if any, in the Courts of the State or federal courts of appropriate jurisdiction in accordance with clause (5) below, in favor of RW for the purpose of resolving all Disputes.

(2) Disputes. It is acknowledged by the Parties that a quick and efficient resolution of any Dispute is critical to the implementation of this Agreement. In order to effectuate such intent, the Parties do hereby establish the Dispute Resolution Procedure set forth in this Section 9I to govern any and all Disputes between the Parties concerning this Agreement.

(3) Dispute Notice. Should either Party believe that a Dispute exists, such Party shall provide the other with a Dispute Notice as a condition precedent to seeking any other remedy relating to such Dispute, including, without limitation, commencing suit relating to the Dispute. The Dispute Notice shall set forth a description of the Dispute, including without limitation a reference to the applicable sections of this Agreement relevant to the Dispute, and the amount of loss, damage, and cost of expense claimed, if any. The Dispute Notice shall be delivered consistent with the terms of Section 9A and this Section 9I(2).

(4) Good Faith Negotiations. The Parties shall negotiate in good faith to resolve the Dispute during the thirty (30) day period following delivery of the Dispute Notice to the other Party pursuant to Section 9A and Section 9I(3) (the "**Negotiation Period**"). Each Party agrees to maintain the *status quo* during the Negotiation Period. The Parties may mutually agree, in writing, to extend the Negotiation Period for any additional period of time. No lawsuit or legal proceeding concerning the Dispute may be commenced by either Party during the Negotiation Period. Any statute of limitations, statute of repose or other time period by which a remedy may be sought concerning the Dispute shall be tolled during the Negotiation Period. Upon expiration of the Negotiation

Period, either Party may commence suit or otherwise seek any remedy with respect to the Dispute.

(5) Consent to Jurisdiction. Any proceeding against a Party relating in any way to this Agreement shall be brought and enforced solely in the Courts, of the State of New York sitting in Orange County, New York or the United States District Court for the Southern District of New York, to the extent subject matter jurisdiction exists therefor, and the Parties irrevocably submit to the exclusive jurisdiction of both such Courts in respect of any such proceeding. Each of the Parties irrevocably waives, to the fullest extent permitted by law, any objection that they may now or hereafter have to the laying of venue of any such proceeding in the Courts of the State of New York located in Orange County or the Southern District of New York and any claim that any such proceeding brought in any such court has been brought in any inconvenient forum. Any judgment may be entered in any court having jurisdiction thereof.

J. *Choice of Law.*

The laws of the State of New York shall govern the validity or enforceability and the interpretation and construction of all provisions of this Agreement and all issues hereunder.

K. *Effective Date.*

This Agreement shall become effective on the date that this Agreement is executed by both Parties.

L. *Termination.*

Subject to the immediately subsequent sentence, (a) either the Town or RW may terminate this Agreement at any time after the date on which (i) applications are due under the RFA if RW has not submitted an application under the RFA or (ii) the New York State Gaming Commission has announced the selection of winning applicants, other than RW with respect to the Subject Property, for all Gaming Facility Licenses available under the Act for Zone Two, Region One (as defined in the Act), (b) RW may terminate this Agreement at any time after (i) the date on which the New York State Gaming Commission has announced the award of a Gaming Facility License in Zone Two to any Person other than RW, and the Act would permit an additional Gaming Facility License to be issued to RW at the Subject Property and the New York State Gaming Commission has not announced an intention to award another Gaming Facility License within 60 days of such award or (ii) June 30, 2015 if the New York State Gaming Commission has not then announced the selection of any winning applicant for a Gaming Facility License under the Act, (c) notwithstanding anything in this Agreement to the contrary, RW may terminate this Agreement reasonably if one or more Burdensome Mitigation Measures is necessary as a result of the SEQRA Process unless the Town Board agrees voluntarily to pay for any and all of the costs associated with such Burdensome Mitigation Measure(s) which would not have the effect set forth in clause (ii) of the definition of Burdensome Mitigation Measures or any Approval required for the Project contains material conditions which RW deems in its sole discretion to be materially burdensome, (d) RW may terminate this Agreement if at any time there is a Force Majeure Event which prevents RW from

performing its obligations hereunder for a period in excess of 180 days, (e) the Town may terminate this Agreement if RW shall abandon the Project for a consecutive period in excess of one year, it being agreed that if RW abandons the Project as a result of a Force Majeure Event that shall not constitute an abandonment under this clause (e) for so long as the Force Majeure Event continues, and (f) either RW or the Town may terminate this Agreement on June 30, 2017 if no Gaming Facility License has been awarded in Zone Two and there is then no ongoing request for applications by the New York State Commission for the issuance of a Gaming Facility License at the Subject Property; *provided*, in each case of clauses (a) through (f), the terminating Party delivers written notice of such termination to the non-terminating party substantially concurrently with such termination. RW may elect to terminate this Agreement pursuant to the immediately preceding sentence without penalty or having to make any additional payments (including the Project Payments that have not yet been paid to the Town). In the event of any such termination, any amounts previously paid by RW to the Town shall not be refunded. In addition, (i) a Non-Breaching Party may terminate this Agreement pursuant to and in accordance with the procedures provided therefor in Section 8H(2) and (ii) RW may terminate this Agreement pursuant to and in accordance with Section 8P.

M. *Amendment/Modification.*

This Agreement may not be modified or amended except by a writing signed by both Parties.

N. *Good Faith and Fair Dealing.*

The Parties to this Agreement agree that this Agreement imposes on them a duty of good faith and fair dealing.

O. *Entire Agreement/Merger.*

This Agreement, together with the escrow letter dated June 11, 2014, contains the entire agreement between the Parties with respect to the subject matter addressed herein and therein and supersedes any and all other agreements, either oral or written, between the Parties with respect to the subject matter address herein and therein.

P. *Challenges to Enforceability.*

The Town agrees that it is a material inducement to RW's willingness to make the Project Payments and otherwise comply with the terms hereof that this Agreement is enforceable against the Town and that in the event the Town or any instrumentality thereof seeks to challenge the due authorization, execution or enforceability of this Agreement or this Agreement or the provisions in Section 7 are found to be unenforceable for any reason, the receipt of further Project Payments and other benefits hereunder from RW would constitute an unjust enrichment of the Town at the expense of RW. Consequently, in the event that the Town shall at any time contest, dispute or otherwise challenge the due authorization, execution or enforceability of this Agreement or any of its obligations hereunder or this Agreement shall be found to be unenforceable for any reason, RW shall be permitted to terminate its obligations hereunder and the same shall be null and void and of no further force and effect from and after such termination. RW and the Town intend that if all or any provision(s) of this Agreement is held to

be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, this Section 8P shall be fully severable and shall be construed and enforced as written; and the enforceability of this Section 8P shall not be affected by any illegal, invalid, or unenforceable provision or by its severance herefrom.

Q. *Execution in Counterparts.*

This Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute but one and the same instrument.

Section 9. Legal Opinions.

Promptly after the execution of this Agreement:

- (1) RW shall deliver to the Town the Legal Opinion; and
- (2) the Town shall deliver to RW the Legal Opinion.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement to be effective as of the date first above written.

RW ORANGE COUNTY LLC

BY:
ITS:

TOWN OF TUXEDO, NEW YORK

BY:
ITS:

Exhibit A

List of Project Payments

1. Beneficiary Capital Payments. RW shall make the following payments (the "Capital Payments") to the Town, upon occurrence of the following events:

a. \$1,500,000, within one Business Day after the later to occur of (x) RW's submission of the application for a Gaming Facility License and (y) delivery by the Town of the legal opinion required by Section 9 of the Host Community Agreement, which payment shall be non-refundable;

b. \$1,000,000, upon the completion of the SEQRA Process and the issuance of a determination in accordance with the Act and SEQRA;

c. \$20,250,000, within three Business Days following the first date (the "Commencement Date") on which both of the following have occurred: (i) the State has awarded RW a Gaming Facility License with respect to the Project at the Subject Property and (ii) the Town has issued all Approvals necessary for RW to commence and continue construction of the Project and RW is not legally prohibited from proceeding with the development of the Project and the Town is not in material violation of Section 7A, 7B or 7D;

d. \$13,500,000, on or before the first anniversary of the Commencement Date; *provided* that all Approvals necessary for RW to commence and continue construction remain in effect (other than due to any action taken by RW in material violation of this Agreement), RW is not legally prohibited from continuing with the development of the Project and the Town is not in material violation of Section 7A, 7B or 7D; and

e. \$11,250,000, on or before the earlier of (i) the Opening Date and (ii) the second anniversary of the Commencement Date; *provided* that, all Town Approvals necessary for RW to open the Project to the public or to continue construction, as applicable, remain in effect (other than due to any action taken by RW in material violation of this Agreement), RW is not legally prohibited from opening the Project or continuing with the development of the Project, as applicable, and the Town is not in material violation of Section 7A, 7B or 7D.

2. Community Outreach.

Upon the Opening Date, RW agrees to create programs for the following community relations initiatives and provide funding for such initiatives in amounts to be reasonably agreed between RW and the Town:

a. Discounts for residents of the Town for visiting the attractions or using the public facilities at the Project and the inclusion as part of the Project's rewards/frequent guest/loyalty or similar programs vouchers/gift certificates to the Town businesses outside of the Project;

- b. Educational seminars on Gaming for the residents of the Town;
- c. Membership by RW in the Tuxedo Chamber of Commerce and sponsorship of certain events relating thereto;
- d. Sponsorships relating to the Tuxedo High School Ski Club and the Tuxedo Ridge Ski Team; and
- e. College scholarship and internship programs for students who are residents of the Town and meet eligibility criteria to be established and subject to any requirements of the New York State Gaming Commission.

3. Tuxedo School Board Payment.

From and after the Opening Date, if, for whatever reason, the Monroe-Woodbury School District is not able to or does not agree to share with the Tuxedo School District at least 50% of the school tax revenues collected by the Monroe-Woodbury School District as a result of school taxes generated from the Project, RW and the Tuxedo School District will agree upon procedures pursuant to which RW shall pay annually to the Tuxedo School District, an amount equal to 50% of the increased annual school taxes collected by the Monroe-Woodbury School District as a result of the school taxes generated from the Project, for so long as the Tuxedo School District is an independent school district or is combined with another school district in Orange County (other than the Monroe-Woodbury School District). For avoidance of doubt, each Transferee shall expressly assume the obligations under this Section 3.

4. General Liability Insurance.

From and after the date construction of the Project begins, RW shall obtain and maintain general liability insurance insuring RW, its agents and employees against claims, demands or liability for bodily injury and property damages by or to patrons and other visitors at the Project arising out of or relating to the operation, maintenance or use of the Project, and shall add the Town as an additional insured to the extent commercially possible at commercially reasonable cost. Such liability insurance shall provide coverage according to limits required by the State, the New York State Gaming Commission and as generally required or customarily obtained by owners of projects similar to the Project.

5. Traffic Improvements.

Subject to receipt of all Approvals, RW shall be responsible for the payment of all agreed upon upfront capital costs of improvements to transportation infrastructure including, but not limited to, road construction, bridges, road maintenance and traffic signals necessitated by the Project; provided that except to the extent expressly agreed by RW in writing the ongoing repair, replacement and maintenance costs of any such improvements shall be borne by the Town or any other appropriate agency. The objective of such traffic improvements is to improve the existing road system by providing integrated road system improvements and to allow safe flow of traffic to and from the Project particularly by construction of the new New York Thruway interchange at Exit 15B and on Routes 17 and 17A servicing the Project and other state and local roads

without adverse impact to the Town. The Town's support for and approval of the Project is conditional upon RW's funding construction of the new interchange at Exit 15B.

In addition, the loss of the municipal parking as a result of the development and construction of the Project is expected to create extensive traffic and safety problems for the Town, its residents and patrons of the Subject Property. Consequently, the Town's support for and approval of the Project is conditional upon RW designing and building a structured parking garage on the Subject Property (which garage shall include free parking for residents of the Town), as an alternative to the current practice by which patrons of the Subject Property park along the Route 17A corridor and walk to the Subject Property, with approximately 7,600 parking spaces, to alleviate the safety and parking issues. Subject to obtaining all required Approvals, from and after the completion of the construction of the structured parking garage, RW will also provide reasonable shuttle service between the structured parking garage and the Tuxedo bus stop for residents of the Town. In addition, RW has and will continue to evaluate other options for resident commuter parking.

6. Others.

a. From and after the Opening Date, (i) RW guarantees that the Town shall receive a minimum property tax intake of at least at \$3,500,000 per year (which amount shall be pro-rated for any partial year of operation) from the Project (the "**Property Tax Guarantee**") and (ii) RW shall pay to the Town on a semi-annual basis in accordance with the dates on which real estate taxes are paid by residents of the Town and within time periods to be agreed by the Parties an amount sufficient to satisfy the Property Tax Guarantee. For the avoidance of doubt, each Transferee shall expressly assume the obligations under this Section 6a.

b. From and after the Opening Date, (i) RW guarantees that the Town's share of gaming taxes collected by New York State will be at least \$7,400,000 per year (which amount shall be adjusted annually for inflation based upon a consumer price index agreed upon by the Parties and pro-rated for any partial year of operation), and RW shall make up for any shortfall in that amount so long as no new gaming facilities (other than gaming facilities authorized to be opened as contemplated by the Act or in existence as of the date hereof, or any VLT facilities currently authorized and operating or to be opened after the date hereof) opens for business to the public anywhere in Zone One (as defined in the Act), at which time RW shall no longer provide any such guarantee; *provided* that RW's guarantee under this Section 6b shall not be subject to any change in law, including any change to the percentage of taxes payable (the "**Gaming Revenue Guarantee**") and (ii) RW shall pay to the Town on an annual basis and within time periods to be agreed by the Parties, an amount sufficient to satisfy the Gaming Revenue Guarantee (after taking into account any amount that was or should have been paid by the New York State to the Town). For the avoidance of doubt, each Transferee shall expressly assume the obligations under this Section 6b.

7. Emergency Services Payment. RW shall pay \$2,500,000 within three Business Days following the Commencement Date (*provided* RW is not legally prohibited from proceeding with the development of the Project and the Town is not in material violation of Section 7A, 7B or

7D) in full and final satisfaction of its obligations for all required emergency services (*i.e.*, police, fire and EMS) capital expenditures and training costs (the "**Emergency Services Payment**") and such amount shall be used exclusively for such purposes and any amounts in excess thereof paid by RW for such purposes as part of the Mitigation Measures shall reduce, dollar for dollar, the Capital Payments otherwise payable to the Town hereunder.

Exhibit B

Economic Metrics of the Project

| No. | Metric | Scale |
|-----|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Hotel | 1,000 rooms |
| 2. | Casino | Not more than 180,000 square feet with gaming mix determined by RW (but such gaming mix to be consistent with the Project Standards) |
| 3. | Parking Garage | 10 floors with approximately 7,600 spaces |
| 4. | Hotel Food and Beverage / Retail | 110,000 square feet |
| 5. | Hotel Spa and Fitness | 73,000 square feet |

Exhibit C-1

Anticipated Allocation of Capital Payments

| Category | Anticipated Allocation of Capital Payments |
|----------------------------------------|---------------------------------------------------|
| Public Infrastructure | Approximately 60% |
| Land Acquisition/Land Use Optimization | Approximately 20% |
| New/Improved Municipal Facilities | Approximately 15% |
| Town Beautification | Approximately 2% |
| Recreation and Town Services | Approximately 2% |
| Other | Approximately 1% |
| Total | 100% |

Exhibit C-2

Potential Mitigation Measures Not RW's Responsibility

| No. | Projects |
|---------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| A. Public Infrastructure Projects | |
| 1. | Hamlet Water, Sewage, and Strom Collection Network Repair |
| 2. | Utility improvements in Southfields |
| 3. | Selective/Critical Tuxedo Village Roadway/Utility and Infrastructure Upgrades |
| 4. | A new water line providing water to the East Village residents. |
| 5. | Wee Wah Dam Rehabilitation Project |
| 6. | Culverts/drainage for Benjamin Meadow Road |
| 7. | Upgrade drainage culvert in Laurel Ridge |
| 8. | Police, EMS, and Fire Dept Incremental Equipment and Training |
| 9. | Enclose Laurel Ridge & Clinton Woods with card-access gate |
| 10. | Related Northern Tract+Outparcel/turn into Park |
| 11. | Acquisition of Former NYU site along 17a |
| 12. | Payoff Quarry Field Acquisition Bond |
| B. New/Improved Municipal Facilities | |
| 13. | Tuxedo Farms Village Green (or other location): New Town Administration Building, Police HQ, Court, Planning, etc. |
| 14. | Repair/Optimization of Highway Garage Site |
| C. Town Beautification | |
| 15. | Downtown Tuxedo Beautification |
| 16. | Restoration of The Keep/Tuxedo Park Gateway |
| D. Recreation and Town Services | |
| 17. | Quarry Field: Upgrade Baseball Field, Dugouts, Lights |
| 18. | Highway Department Equipment |
| 19. | Tichy Field: Infield Grass/Lights/Backstop |
| 20. | Upgrades to the Wee Wah Beach Club, Village Boat Club, New Bathrooms |
| 21. | Powerhouse Park: Surface Lining of Outdoor Basketball Court, Beautification Around Stage, Install Patio in Front of Stage |
| 22. | Murphy Field: 2 New Backstops |
| 23. | Eagle Valley Mini-Park: Surface Lining of Outdoor Baseball Court |
| 24. | Miscellaneous Other Beautification Projects (Gift if provided use by Entire Town) |

Exhibit D

Map of the Subject Property

Exhibit E

List of Anticipated Permits and Approvals

| Potential Approval(s) or Permit(s) Required | Agency |
|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| Gaming Overlay Zoning District Zoning Amendment | Tuxedo Town Board |
| New York State Environmental Quality Review Act (SEQRA) | Town of Tuxedo (Lead Agency) |
| Special Use Permit | Tuxedo Town Board |
| Section 106, National Historic Preservation Act/Tribal Consultation | NYS Office of Parks, Recreation and Historic Preservation (OPRHP)/Palisades Interstate Park Commission (PIPC) |
| Water Quality Certification, Section 401 of the Clean Water Act** | NYSDEC |
| Section 14.09 New York State Historic Preservation Act Review | Town of Tuxedo and SEQR Involved Agencies |
| Section 404 Permit, Clean Water Act** | U.S. Army Corps of Engineers (USACE) |
| Local Site Plan and Subdivision Approval | Town of Tuxedo Planning Board |
| Local Architectural Review Board Approval | Town of Tuxedo Architectural Review Board |
| Section 7 Threatened/Endangered Species Coordination/Biological Opinion | U.S. Fish and Wildlife Service (USFWS) |
| Floodplain Development Permit | Town of Tuxedo |
| Use and Occupancy Permit for Utilities | NYSDOT |
| State Pollutant Discharge Elimination System (SPDES) Permit for Wastewater Discharges | NYSDEC |
| SPDES General Permit for Storm Water Discharges from Construction Activity | NYSDEC |
| Building Permit | Town of Tuxedo |
| Conditional Letter of Map Revision | Federal Emergency Management Agency (FEMA) |
| Chapter 55: Flood Damage Prevention - Floodplain Development Permit | NYSDEC |
| State Highway Temporary Construction Access Permit | NYSDOT/NYSTA |
| State Highway Work Permit | NYSDOT/NYSTA |
| Utility Work Permit | NYSDOT/NYSTA |
| Demolition Permit | Town of Tuxedo |
| Grading, Clearing, and Filling Permit | Town of Tuxedo |
| Pool Permit | Town of Tuxedo |
| Sign Permit | Town of Tuxedo |
| Blasting Permit | Town of Tuxedo |
| Water Service Extension | Town of Tuxedo, Orange County Health Department |

| Potential Approval(s) or Permit(s) Required | Agency |
|-----------------------------------------------------------------------|-------------------------------------------------------------------------|
| National Environmental Policy Act | National Park Service/U.S. Army Corps of Engineers |
| Section 14.09 New York State Historic Preservation Act Review | OPRHP |
| Section 106, National Historic Preservation Act / Tribal Consultation | OPRHP/Palisades Interstate Park Commission |
| General Municipal Law § 239 Review | Orange County Department of Planning |
| Water Takings Permit** | NYSDEC |
| State Air Facility Permit | NYSDEC |
| New York (SEQR) | NYSTA (Lead Agency) |
| Approval of Parkland Easement and modifications to Route 106 | PIPC/OPRHP |
| Design Approvals | NYSDOT/NYSTA |
| Regional Emissions Analysis, Clean Air Act | NYSTA/NYDOT/Orange County Transportation Council (OCTC) |
| Section 6(f)3 of the Land and Water Conservation Act Small Easement | OPRHP/U.S. Department of the Interior (DOI)/National Park Service (NPS) |
| Section 7 Threatened/Endangered Species Coordination (if required) | USFWS |
| Chapter 55: Flood Damage Prevention - Floodplain Development Permit | NYSDEC |

** Signifies NYSDEC/USACE Joint Application Form

EXTRACT OF MINUTES

**Meeting of the Town Board of the Town of Tuxedo
One Temple Drive, Tuxedo, NY 10987
June 25, 2014**

| | | |
|----------|-----------------------|---------------|
| Present: | Mr. Michael Rost | Supervisor |
| | Mr. Clifford Loncar | Councilmember |
| | Mr. Kristian Matthews | Councilmember |
| | Mr. David McMillen | Councilmember |
| | Mr. Gary Phelps | Councilmember |
| Absent: | None | |

**TOWN OF TUXEDO TOWN BOARD
NEGATIVE DECLARATION UNDER SEQRA**

**RESOLUTION IN FURTHER SUPPORT OF THE APPLICATION TO DEVELOP AND OPERATE A
DESTINATION CASINO RESORT ON LAND LOCATED ADJACENT TO NEW YORK STATE
HIGHWAY ROUTE 17A IN THE TOWN OF TUXEDO AND APPROVING THE HOST COMMUNITY
AGREEMENT TO BE ENTERED INTO WITH RW ORANGE COUNTY LLC**

Supervisor Rost offered the following resolutions and moved their adoption.

WHEREAS, on March 31, 2014, the New York Gaming Facility Location Board (the "State Gaming Board") issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") pursuant to The Upstate New York Gaming Economic Development Act of 2013; and

WHEREAS, RW Orange County LLC ("RW"), an affiliate of Genting Americas Inc., has entered into contracts relating to a purchase of land in the Town of Tuxedo, County of Orange, known on the Orange County website as Tax IDs 1-1-52.25, 1-1-36.32, 1-1-59.2, 1-1-52.26 and 1-1-37.2 (the "Project Site"), which Project Site is situated on New York State Route 17A approximately two and one-half miles northwest of the intersection of New York State Route 17 and New York State Route 17A; and

WHEREAS, RW has stated an intent to file an application with the State Gaming Board in response to the RFA seeking a license to develop and operate a Gaming Facility, with a first-class hotel and related amenities, on the Project Site; and

WHEREAS, as a condition of filing its Application with the State Gaming Board, RW is required to demonstrate community support for its Application; and

WHEREAS, the Host Community Agreement ("HCA") requires RW to mitigate the environmental impact of the development, construction and operation of a Gaming Facility in the Town as will be identified during the SEQRA process; and

WHEREAS, the Town Board is the only agency authorized to adopt a resolution in support of locating a Gaming Facility in the Town of Tuxedo and enter into a Host Community Agreement with RW related to the Gaming Facility (together, the "Resolution"), the Town Board is the only involved agency under SEQRA, and is, therefore, the Lead Agency pursuant to 6 NYCRR § 617.2(u); and

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June 25, 2014

WHEREAS, the adoption the Resolution does not constitute an action subject to referral to the Orange County Department of Planning (“OCDP”) pursuant to General Municipal Law § 139-m(3)(a); and

WHEREAS, although the Resolution is not subject to referral to OCDP, Local Law # 2 of 2014, duly adopted by the Town Board on June 23, 2014, titled, “Gaming Overlay District Local Law” (the “Local Law”), which amended the Town Zoning Law to allow for the permitting and siting of a Gaming Facility licensed by the New York State Gaming Facility Siting Board in the Town of Tuxedo, was duly referred to OCDP for review pursuant to General Municipal § 239-m, and OCDP returned the application for local determination finding:

“[T]he proposed casino/resort overlay is consistent with the Town of Tuxedo's recently amended Comprehensive Development Plan which promotes economic development, recreation and tourism in the Sterling Forest area of the Town. Mitigation of actual potential impacts associated with the development of a casino/resort and regional tourist destination such as traffic, stormwater, fiscal impact and impact to community and county facilities and services can be addressed through the planning and SEQRA process when more detailed plans and environmental information are submitted for review by the applicant to the Town of Tuxedo.”

WHEREAS, the Resolution is intended to and will promote job growth, increase aid to schools, and permit the Town of Tuxedo to lower property taxes through the property tax revenues that would be generated, consistent with the purposes approved by the People of the State of New York in authorizing gaming, and the HCA embodies said commitments; and

WHEREAS, the Resolution and HCA are merely measures of support provided by the Town of Tuxedo to RW's application for a gaming license, which otherwise will require submission of a complete land use application in accordance with the Town Zoning Law, a comprehensive, thorough, and complete SEQRA review of all environmental and socioeconomic impacts and mitigation of same as part of a special use permit review process applicable to resort development in the Gaming Overlay zoning district; and

WHEREAS, the Full Environmental Assessment Form prepared for the Resolution shows no adverse effects from the adoption of the Further Resolution and accompanying HCA.

NOW, THEREFORE, BE IT RESOLVED, that the Town of Tuxedo Town Board makes the following determination:

1. The mere adoption of the Resolution does not grant a gaming license or any land use approval or permit with respect to the siting of a Gaming Facility in the Town of Tuxedo. The Resolution is designed to further the legislated purposes of Proposition 1 amending the NYS Constitution, while assuring that any application submitted by RW for approval to locate a Gaming Facility in Tuxedo undergoes a complete SEQRA review to avoid and/or mitigate any adverse impacts. Since the Resolution is designed for these salutary and beneficial purposes, it is manifestly clear that the action does not cause any significant adverse effect on the environment. Therefore, the Resolution does not impact the Property, public facilities and services, including roads, water, stormwater, socioeconomic conditions, and any other environmental issues, in the absence of a site-specific application for a special use permit to develop a Gaming Facility in the Town of Tuxedo.

EXTRACT OF MINUTES
Meeting of the Town Board of the Town of Tuxedo
June 25, 2014

- a. Any application to develop a Gaming Facility in the Town of Tuxedo shall be subject to the standards and procedures set forth in all applicable state and local laws, including, but not limited to, Local Law No. 2 of 2014 of the Town of Tuxedo, adopting a Gaming Overlay zoning district and special use permit for resort developments allowed therewithin. Such Local Law requires submission of a traffic impact study, community services study, fiscal impact study, drainage study, market feasibility study, and other analyses required to fully evaluate the environmental effect of the project on the community and environment, and all other environmental analysis identified as part of a full environmental review under SEQRA, including the preparation of an Environmental Impact Statement (EIS) as necessary.
- b. The adoption of the Resolution does not constitute segmentation of SEQRA for the following reasons: The Resolution is not a component of a common development plan or specific development application. Any subsequent application to develop a Gaming Facility in Tuxedo shall be subject to a thorough environmental review governed by the Environmental Conservation Law and SEQRA regulations.
- c. The Town Board specifically finds that this Resolution is no less protective of the environment than a complete review at this time. The timeframe for applications to the NYS Gaming Commission Location Board does not allow assembling of all the data necessary for a thorough review prior to the June 30, 2014 deadline. The Resolution provides for a complete and thorough SEQRA review to be done prior to the issuance of a Special Permit, which issuance also requires a License from the State.
- d. In the absence of an application seeking a site-specific special use permit to develop a Gaming Facility in the Town of Tuxedo, the analysis of any potential environmental impacts would be speculative.
- e. The development of Gaming Facility in the Town of Tuxedo is a future event that may not occur, and cannot occur in the absence of a New York State gaming license.

2. The Resolution provides significant protection for the environment because no application for a special use permit will be approved by the Town Board unless and until a site-specific SEQRA review has been completed and has demonstrated to the satisfaction of the Town pursuant to SEQRA that the development will not result in any significant unmitigatable adverse environmental impacts on the Town.

AND BE IT FURTHER RESOLVED, that the Town Board determines that the enactment of the Resolution will not have any significant adverse effect on the Town;

AND BE IT FURTHER RESOLVED, that this Negative Declaration is made pursuant to Article 8 of the Environmental Conservation Law:

| | |
|------------------------|---------------------------------------|
| Title of Action: | Further Resolution of Support and HCA |
| SEQRA Status: | Type I Action |
| Conditioned | |
| Negative Declaration?: | No |

EXTRACT OF MINUTES
Meeting of the Town Board of the Town of Tuxedo
June 25, 2014

Description of Action: Further resolution to support the application to develop and operate a gaming facility in the Town of Tuxedo and approving the host community agreement with RW.

Location: Town of Tuxedo, fronting State Highway 17A

Contact Person: Michael Rost, Supervisor
Town of Tuxedo Town Board
One Temple Drive
Tuxedo, NY 10987
(845) 351-2265

AND BE IT FURTHER RESOLVED, that a copy of this Negative Declaration Determination be sent to:

NYS DEC, Region 3
Orange County Department of Planning
Environmental Notice Bulletin

The adoption of the foregoing resolutions was seconded by Councilmember Phelps and duly put to a vote on roll call, which resulted as follows:

| | | |
|---------------------------|---------------------------------|-----|
| ON ROLL-CALL VOTE: | Councilmember Clifford Loncar | Aye |
| | Councilmember Kristian Matthews | Nay |
| | Councilmember David McMillen | Aye |
| | Councilmember Gary Phelps | Aye |
| | Supervisor Michael Rost | Aye |

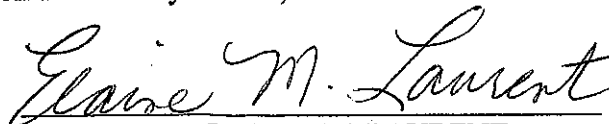
*The resolutions were thereupon declared duly adopted
on June 25, 2014 by a vote of 4 Ayes to 1 Nay, with 0 Absentees*

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a copy of these resolutions and the Host Community Agreement to the State Gaming Board.

STATE OF NEW YORK)
COUNTY OF ORANGE)^{ss.:}

I, ELAINE M. LAURENT, Town Clerk of the Town of Tuxedo, County of Orange, State of New York, do hereby certify that the foregoing resolution was duly adopted by the Town Board of the Town of Tuxedo at a meeting thereof duly held on the 25th day of June, 2014.

Dated: June 27, 2014
Tuxedo, New York



ELAINE M. LAURENT
TUXEDO TOWN CLERK

