

## **LOCAL BUSINESS PROMOTION**

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

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

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

- Video loop featured in the hotel and throughout the resort property with a segment focused on local businesses, attractions and events.
- Special displays on property to feature the local area offerings.
- Digital advertising inclusion on our website with links to service providers and local businesses.
- Discount programs for customers utilizing local businesses and for local businesses to offer customers for the resort.
- Preferred vendor listing in the hotel room guest book with contact and general information.
- Sponsor banners and digital opportunities at large events on the property.

Our support of local venues will include revenue enhancing activities and purchases directly for the resort.

- Encouraging gaming patrons to utilize their earned points to purchase goods at retailers locally.
- Creating events that involve local venues, retailers and service providers in the area.
- Foodie weekends that feature multiple dining experiences in the local area including the local wineries and beer crafters.
- Extension of festival themes to the local retailers and venues. For example: having all local retailers offer Oktoberfest themed merchandise during the Fall Festival or venues that feature Jazz during the evening to let festival goers continue to enjoy through the evening.
- Special packages that feature some of the local flavor of the region such as: apple picking weekends, antique shopping, tastes of the town and cultural exhibits or performances.
- A guide offering services for local vendors will be presented to guests, meeting planners and private function planners.



## **LOCAL BUSINESS PROMOTION**

- Weddings are a focus of the property and partnerships with local florists, decorators, rental providers and services such as salons will be necessary to complete the event.
- Partnerships with pet spas and boarding facilities for overnight visitors to utilize locally.
- Food and beverage items purchased locally featured in dishes in the various dining outlets.
- Hospitality baskets for VIPs featuring items purchased locally.
- Special markets hosted in World Festival Grounds for retailers to sell directly to resort guests and festival goers.
- Retail outlets featuring goods.
- Player Development and promotional gift giveaways.
- Sponsorship of events at local venues.



## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 23<sup>rd</sup> day of June, 2014 (the "Effective Date"), by and between Aflac Greenwood Lake located at 88 Windermere Avenue, Greenwood Lake, NY 10925 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

The Business actively provides a service to the local area, through commercial insurance services.

The Resort's proposed facility will provide an entertainment destination for customers of the Business, and will work hand-in-hand with business to ensure a local partnership exists.

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

The Resort may have the opportunity to contract with the Business for insurance of property and assets.

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

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

### AGREEMENTS

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

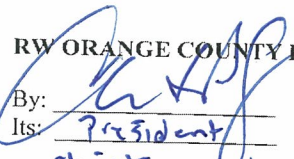
- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

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

BUSINESS NAME Jean-Marie Aviler, AFAC of Greenwood Lake, NY

By: Jean-Marie Aviler  
Its: President

RW ORANGE COUNTY LLC  
By:   
Its: President  
Christian Gode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 12<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between C & E Auto Body located at 1027 New York 17, Southfields, NY 10975 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

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

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

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

### AGREEMENTS

- The Resort will look first to the pool of local businesses/manufactures as a source for products purchased and used on site. Including, but not limited to, produce, meat, signage, baked goods, t-shirt screening and other imprinted/embroidered premium items, copying and printing services, wine, automobiles, professional services, etc.
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.

This Agreement shall be nonbinding on the parties.

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

BUSINESS NAME C&E Autobody

By: [Signature]  
Its: V.P.

RW ORANGE COUNTY LLC

By: [Signature]  
Its: President

Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 3rd day of June, 2014 (the "Effective Date"), by and between Diamond Quality Auto Detailing LLC located at 1039 New York 17, Southfields, NY 10975 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

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

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

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

### AGREEMENTS

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

This Agreement shall be nonbinding on the parties.

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

**BUSINESS NAME** Diamond Quality Auto Detailing

By: [Signature]  
Its: CEO

**RW ORANGE COUNTY LLC**

By: [Signature]  
Its: President  
Christian Goode



## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 12<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Tuxedo Auto Body located at 962 New York 17, Southfields, NY 10975 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

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

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

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

### AGREEMENTS

- The Resort will look first to the pool of local businesses/manufactures as a source for products purchased and used on site. Including, but not limited to, produce, meat, signage, baked goods, t-shirt screening and other imprinted/embroidered premium items, copying and printing services, wine, automobiles, professional services, etc.
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.

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

This Agreement shall be nonbinding on the parties.

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

BUSINESS NAME Texedo Auto Body

By: Jim Voytek  
Its: President / owner

RW ORANGE COUNTY LLC

By: [Signature]  
Its: President  
Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 3rd day of June, 2014 (the "Effective Date"), by and between Tuxedo Barber Shop located at 11 Store Rd, Tuxedo Park, NY 10987 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

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

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

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

### AGREEMENTS

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

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

This Agreement shall be nonbinding on the parties.


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

BUSINESS NAME Tuxedo Barkershop

By: Michael Coviello

Its: Owner

RW ORANGE COUNTY LLC

By: 

Its: President  
Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 10<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Red Carpet located at 100 E 17 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

The Resort may have the opportunity to contract with the Business for [SERVICES/SUPPLIES/FOOD];

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

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

### AGREEMENTS

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

This Agreement shall be nonbinding on the parties.

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

BUSINESS NAME Inveda Corp. part inc.

By: Nidal Abunishid

Its: owner

RW ORANGE COUNTY LLC

By: 

Its: President  
Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 3rd day of June, 2014 (the "Effective Date"), by and between Tuxedo Junction Inn located at 209 Route 17, Tuxedo Park, NY 10987\_ ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

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

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

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

### AGREEMENTS

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

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

This Agreement shall be nonbinding on the parties.

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

BUSINESS NAME Tuxedo Junction Inn

By: Emily Nicholas  
Its: Corporation President

RW ORANGE COUNTY LLC

By: Christian Goode  
Its: President  
Christian Goode



## **CROSS MARKETING LETTER OF INTENT**

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 28<sup>th</sup> day of May, 2014 (the "Effective Date"), by and between Anton's on the Lake located at 7 Waterstone Road, Greenwood Lake, NY 10925 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

The Business actively provides a service to the local area, through hospitality services.

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business, and will work hand-in-hand with business to ensure a local partnership exists.

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

The Resort may have the opportunity to contract with the Business for overflow of hospitality needs.

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

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

### **AGREEMENTS**

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

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

This Agreement shall be nonbinding on the parties.

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

BUSINESS NAME ANTON'S ON THE LAKE

By: Robert Anton

Its: OWNER

RW ORANGE COUNTY LLC

By: Christian Goode

Its: President  
Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 10<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Cerone Technology Solutions LLC located at 4 Shepherd Avenue, Greenwood Lake, NY 10925 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

The Resort may have the opportunity to contract with the Business for computer and technology services;

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

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

### AGREEMENTS

- The Resort will look first to the pool of local businesses/manufactures as a source for products purchased and used on site. Including, but not limited to, produce, meat, signage, baked goods, t-shirt screening and other imprinted/embroidered premium items, copying and printing services, wine, automobiles, professional services, etc.
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.

- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.
- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

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

BUSINESS NAME Cerone Technology Solutions LLC

By: William P. Cerone  
Its: Managing Member

RW ORANGE COUNTY LLC

By: Christian Goode  
Its: President  
Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 28<sup>th</sup> day of May, 2014 (the "Effective Date"), by and between Emerald Point Restaurant and Marina located at 40 Sterling Road, Greenwood Lake, NY 10925 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

The Business actively provides a service to the local area, through food, beverage, hospitality and marina services.

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business, and will work hand-in-hand with business to ensure a local partnership exists.

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

The Resort may have the opportunity to contract with the Business for overflow of hospitality needs and food and beverage needs.

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

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

### AGREEMENTS

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

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

This Agreement shall be nonbinding on the parties.

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

BUSINESS NAME Emerald Point

By: E. B. Fry

Its: E. B. Fry, Owner

RW ORANGE COUNTY LLC

By: Christian Goode

Its: President  
Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 5<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Forerunner Technologies located at 88 Windermere Avenue, Greenwood Lake, NY 10925 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

The Business actively provides a service to the local area, through commercial telecommunications services.

The Resort's proposed facility will provide an entertainment destination for customers of the Business, and will work hand-in-hand with business to ensure a local partnership exists.

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

The Resort may have the opportunity to contract with the Business for telecommunications systems and services.

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

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

## AGREEMENTS

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

This Agreement shall be nonbinding on the parties.

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

**BUSINESS NAME** Forerunner Technologies Inc.

By: [Signature]  
Its: Representative

**RW ORANGE COUNTY LLC**

By: [Signature]  
Its: President  
Christian Goode



## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 10<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Mountainwood Gourmet located at 4 Shepherd Avenue, Greenwood Lake, NY 10925 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

The Resort may have the opportunity to contract with the Business for specialty gourmet food products;

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

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

### AGREEMENTS

- The Resort will look first to the pool of local businesses/manufactures as a source for products purchased and used on site. Including, but not limited to, produce, meat, signage, baked goods, t-shirt screening and other imprinted/embroidered premium items, copying and printing services, wine, automobiles, professional services, etc.
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.

- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.
- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

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

BUSINESS NAME MOUNTAINWOOD GOURMET

By: William Jerome  
Its: owner

RW ORANGE COUNTY LLC

By: Christian Goode  
Its: President  
Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 26<sup>th</sup> day of May, 2014 (the "Effective Date"), by and between Murphy's Tavern and Restaurant located at 85 Windermere Ave, Greenwood Lake, NY 10925 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

The Business actively provides a service to the local area, through food, beverage and hospitality.

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business, and will work hand in hand with business to ensure a local partnership exists.

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

The Resort may have the opportunity to contract with the Business for overflow of hospitality needs and food and beverage needs.

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

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

### AGREEMENTS


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

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

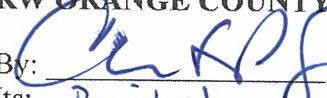
This Agreement shall be nonbinding on the parties.

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

**BUSINESS NAME** Murphy's Tavern & Restaurant

By:   
Its: Owner  
Eric Kelm

**RW ORANGE COUNTY LLC**

By:   
Its: President  
Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 9<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Orange County Trucking located at 40 Sterling Road, Greenwood Lake, NY 10925 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

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

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

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

### AGREEMENTS

- The Resort will look first to the pool of local businesses/manufactures as a source for products purchased and used on site. Including, but not limited to, produce, meat, signage, baked goods, t-shirt screening and other imprinted/embroidered premium items, copying and printing services, wine, automobiles, professional services, etc.
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.

- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.
- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

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

BUSINESS NAME ORANGE COUNTY TRUCKING

By: [Signature]

Its: FRANK LOPEZ  
Owner

RW ORANGE COUNTY LLC

By: [Signature]

Its: President  
Christian Goode

## **CROSS MARKETING LETTER OF INTENT**

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 12<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Streamline Auto located at 706 Jersey Avenue, Greenwood Lake, NY 10925 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

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

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

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

### **AGREEMENTS**

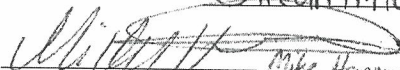
- The Resort will look first to the pool of local businesses/manufactures as a source for products purchased and used on site. Including, but not limited to, produce, meat, signage, baked goods, t-shirt screening and other imprinted/embroidered premium items, copying and printing services, wine, automobiles, professional services, etc.
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program , associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.

- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.
- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

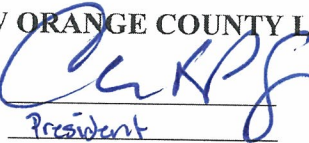
This Agreement shall be nonbinding on the parties.

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

BUSINESS NAME Streamline Auto

By:   
Its: owner Mike Hamouchie

RW ORANGE COUNTY LLC

By:   
Its: President  
Christian Goode



## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 28<sup>th</sup> day of May, 2014 (the "Effective Date"), by and between The Waterstone Inn located at 62 Sterling Road, Greenwood Lake, NY 10925 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

The Business actively provides a service to the local area, through hospitality and entertainment/event services.

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business, and will work hand-in-hand with business to ensure a local partnership exists.

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

The Resort may have the opportunity to contract with the Business for overflow of hospitality needs.

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

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

### AGREEMENTS

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

- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.
- The Resort agrees to continue the existing Ski & Stay program that the Business has been operating with Tuxedo Ridge Ski Center.

This Agreement shall be nonbinding on the parties.

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

BUSINESS NAME Waterstone Inn

By: [Signature]  
Its: Owner Denis Makahy

RW ORANGE COUNTY LLC

By: [Signature]  
Its: President  
Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 5<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Windermere Insurance Agency located at 88 Windermere Avenue, Greenwood Lake, NY 10925 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

The Business actively provides a service to the local area, through commercial insurance services.

The Resort's proposed facility will provide an entertainment destination for customers of the Business, and will work hand-in-hand with business to ensure a local partnership exists.

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

The Resort may have the opportunity to contract with the Business for insurance of property and assets.

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

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

### AGREEMENTS

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

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

This Agreement shall be nonbinding on the parties.

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

BUSINESS NAME WINDERMERE Agency

By: [Signature] Kevin Sweeney  
Its: CEO

RW ORANGE COUNTY LLC

By: [Signature]  
Its: President  
Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 12<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Characters Bar & Restaurant located at 94 Orange Turnpike, Sloatsburg, NY 10974 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

The Resort may have the opportunity to contract with the Business for food, beverage, and hospitality services;

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

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

### AGREEMENTS

- The Resort will look first to the pool of local businesses/manufactures as a source for products purchased and used on site. Including, but not limited to, produce, meat, signage, baked goods, t-shirt screening and other imprinted/embroidered premium items, copying and printing services, wine, automobiles, professional services, etc.
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.

- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.
- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

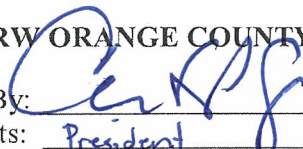
This Agreement shall be nonbinding on the parties.

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

**BUSINESS NAME** Characters Bar & Restaurant

By: Jennifer Kirby  
Its: Manager/owner

**RW ORANGE COUNTY LLC**

By:   
Its: President  
Christian Goode

## **CROSS MARKETING LETTER OF INTENT**

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 9<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Delaney Computer Services, Inc. located at 66 Orange Turnpike, Sloatsburg, NY 10974 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

The Business actively provides services within the region and employs citizens from the State;

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

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

The Resort may have the opportunity to contract with the Business for computer and technology products and services;

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

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

### **AGREEMENTS**

- The Resort will look first to the pool of local businesses/manufactures as a source for products purchased and used on site. Including, but not limited to, produce, meat, signage, baked goods, t-shirt screening and other imprinted/embroidered premium items, copying and printing services, wine, automobiles, and professional services including website design, digital marketing and IT services.
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

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

This Agreement shall be nonbinding on the parties.

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

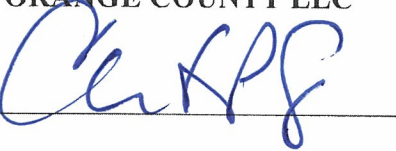
**Delaney Computer Services, Inc.**

By: 

Name: Richard Delaney

Its: President

**RW ORANGE COUNTY LLC**

By: 

Printed Name: Christian Goode

Its: President



## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 12<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Magic Gardens Landscaping located at 345 Route 17, Hillburn, NY 10931 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

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

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

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

### AGREEMENTS

- The Resort will look first to the pool of local businesses/manufactures as a source for products purchased and used on site. Including, but not limited to, produce, meat, signage, baked goods, t-shirt screening and other imprinted/embroidered premium items, copying and printing services, wine, automobiles, professional services, etc.
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.

- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.
- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

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

**BUSINESS NAME** Maag Landscaping, Inc  
By: Draw Shepherd  
Its: President

**RW ORANGE COUNTY LLC**  
By: Christian Boode  
Its: President  
Christian Boode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 3rd day of June, 2014 (the "Effective Date"), by and between Rhodes North Tavern located at 40 Orange Turnpike, Sloatsburg, NY 10974 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

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

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

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

### AGREEMENTS

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

This Agreement shall be nonbinding on the parties.

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

**BUSINESS NAME**

Hotels North Tavern

By:

Its:

[Signature]  
Owner

**RW ORANGE COUNTY LLC**

By:

Its:

[Signature]  
President  
Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 10<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Best Mexican Foods located at 48 Elkay Drive, Chester, NY 10918 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

The Resort may have the opportunity to contract with the Business for wholesale Mexican and Hispanic food products;

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

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

### AGREEMENTS


- The Resort will look first to the pool of local businesses/manufactures as a source for products purchased and used on site. Including, but not limited to, produce, meat, signage, baked goods, t-shirt screening and other imprinted/embroidered premium items, copying and printing services, wine, automobiles, professional services, etc.
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.

- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.
- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

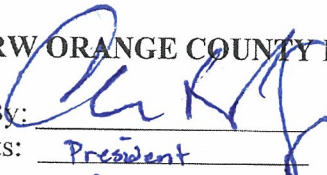
*nb* This Agreement shall be nonbinding on the parties.

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

BUSINESS NAME Best Mexican Foods

By:  Don Barbore  
Its: V.R. Operations.

RW ORANGE COUNTY LLC

By:   
Its: President  
Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 20<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Turning Headz Located at 222 New York 17, Tuxedo Park, NY 10897 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

The Business is a local salon and hair stylist boutique in Tuxedo NY.

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business, and will work hand-in-hand with business to ensure a local partnership exists.

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

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

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

### AGREEMENTS

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

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

This Agreement shall be nonbinding on the parties.

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

**BUSINESS NAME** Turning Headz  
By: Judith Collins Judith Collins  
Its: Owner

**RW ORANGE COUNTY LLC**  
By: [Signature]  
Its: President  
Christian Goode



## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 21 day of June, 2014 (the "Effective Date"), by and between Brida Food Corp DBA Mangostolika GRU II located at 104 Winder MEKEAVE GWL ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

The Resort may have the opportunity to contract with the Business for Food and BEVERAGE;

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

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

### AGREEMENTS

- The Resort will look first to the pool of local businesses/manufactures as a source for products purchased and used on site. Including, but not limited to, produce, meat, signage, baked goods, t-shirt screening and other imprinted/embroidered premium items, copying and printing services, wine, automobiles, professional services, etc.
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.

- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.
- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

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

**BUSINESS NAME** Becker Pool Corp DBA Mangos Tomilla Grill

By: David Henry Devore DAVID HENRY DEVORE  
Its: OWNER

**RW ORANGE COUNTY LLC**

By: Christian Goode  
Its: President  
Name: Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 21<sup>st</sup> day of June, 2014 (the "Effective Date"), by and between The Grill located at 125 Windmill Ave 10425 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

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

Food Service / Loyalty Points.

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

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

### AGREEMENTS

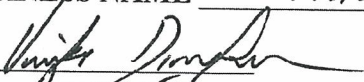
- The Resort will look first to the pool of local businesses/manufactures as a source for products purchased and used on site. Including, but not limited to, produce, meat, signage, baked goods, t-shirt screening and other imprinted/embroidered premium items, copying and printing services, wine, automobiles, professional services, etc.
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.

- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.
- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

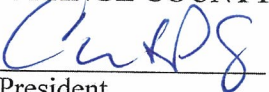
This Agreement shall be nonbinding on the parties.

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

BUSINESS NAME Vicki Dimitriadou "The Grill"

By:   
Its: owner

RW ORANGE COUNTY LLC

By:   
Its: President  
Name: Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 17<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Hawelo Mediterranean Grill located at 1181 State Route 17A, Greenwood Lake, NY 10925 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

The Resort may have the opportunity to contract with the Business for food and beverage products;

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

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

### AGREEMENTS

- The Resort will look first to the pool of local businesses/manufactures as a source for products purchased and used on site. Including, but not limited to, produce, meat, signage, baked goods, t-shirt screening and other imprinted/embroidered premium items, copying and printing services, wine, automobiles, professional services, etc.
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.

- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.
- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

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

BUSINESS NAME Hawelo Mediterranean Grill

By: Jamie Hannaushe Jamie Hannaushe  
Its: Owner

RW ORANGE COUNTY LLC

By: Christian Goode  
Its: President

Name: Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 29<sup>th</sup> day of May, 2014 (the "Effective Date"), by and between DeFeo's Marina located at 672 Jersey Avenue, Greenwood Lake, NY 10925 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

The Business actively provides a service to the local area, through personal marina services.

The Resort's proposed facility will provide a complimentary entertainment option for customers of the Business, and will work hand-in-hand with business to ensure a local partnership exists.

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

The Resort may have the opportunity to contract with the Business for marine rentals, marine sales, and other various watersport experiences.

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

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

### AGREEMENTS

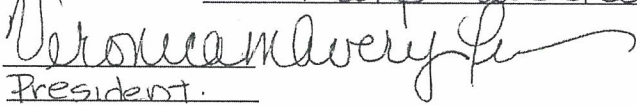
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the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

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

This Agreement shall be nonbinding on the parties.

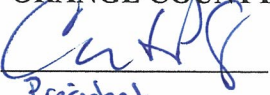
IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

**BUSINESS NAME** RSDEF CORP dba DEFEO'S MARINA

By: 

Its: President.

**RW ORANGE COUNTY LLC**

By: 

Its: President  
Christian Goode



## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 22<sup>nd</sup> day of June, 2014 (the "Effective Date"), by and between Sing Loong Kitchen located at 102 Windermere Avenue, Greenwood Lake, NY 10925 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

The Resort may have the opportunity to contract with the Business for food and beverage services;

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

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

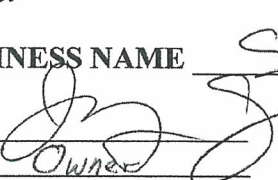
### AGREEMENTS

- The Resort will look first to the pool of local businesses/manufactures as a source for products purchased and used on site. Including, but not limited to, produce, meat, signage, baked goods, t-shirt screening and other imprinted/embroidered premium items, copying and printing services, wine, automobiles, professional services, etc.
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.

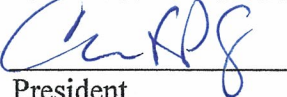
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.
- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

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

**BUSINESS NAME** Sing loong kitchen  
By:  . Johnny Cheng  
Its: Owner

**RW ORANGE COUNTY LLC**

By:   
Its: President  
Name: Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 9th day of June, 2014 (the "Effective Date"), by and between Lake Living Kitchen and Bath, Located at 18 Elm St, Greenwood Lake NY 10925 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

The Resort may have the opportunity to contract with the Business materials and appliances.

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

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

### AGREEMENTS

- The Resort will look first to the pool of local businesses/manufactures as a source for products purchased and used on site. Including, but not limited to, produce, meat, signage, baked goods, t-shirt screening and other imprinted/embroidered premium items, copying and printing services, wine, automobiles, professional services, lumber, hardware, maintenance supplies etc.
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.

This Agreement shall be nonbinding on the parties.

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

BUSINESS NAME LAKE LIVING KITCHEN + BATH

By: [Signature] KEVIN KELLY  
Its: Owner

RW ORANGE COUNTY LLC

By: [Signature]  
Its: President  
Christian Goede

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 29<sup>th</sup> day of May, 2014 (the "Effective Date"), by and between Skip's Dockside Marina located at 63 Ten Eyke Avenue, Greenwood Lake, NY 10925 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

The Business actively provides a service to the local area, through personal marina services.

The Resort's proposed facility will provide a complimentary entertainment option for customers of the Business, and will work hand-in-hand with business to ensure a local partnership exists.

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

The Resort may have the opportunity to contract with the Business for marine rentals, marine sales, and other various watersport experiences.

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

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

### AGREEMENTS

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

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

This Agreement shall be nonbinding on the parties.

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

BUSINESS NAME 45kip's Backside Marina

By: 

Its: Frank DeLise Owner

RW ORANGE COUNTY LLC

By: 

Its: President

Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 9<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Vesuvius Brick Oven Pizza located at 62 Teneyck Avenue, Greenwood Lake, NY 10925 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

The Resort may have the opportunity to contract with the Business for food and beverage services;

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

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

### AGREEMENTS


- The Resort will look first to the pool of local businesses/manufactures as a source for products purchased and used on site. Including, but not limited to, produce, meat, signage, baked goods, t-shirt screening and other imprinted/embroidered premium items, copying and printing services, wine, automobiles, professional services, etc.
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.

- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.
- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

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

**BUSINESS NAME**   VESUVIUS PIZZA  

By:   Jason Schmoldt    
Its:   owner   

**RW ORANGE COUNTY LLC**

By:   [Signature]    
Its:   President    
      Christian Goode



## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 29<sup>th</sup> day of May, 2014 (the "Effective Date"), by and between The Breezy Point Inn located at 620 Jersey Avenue, Greenwood Lake, NY 10925 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

The Business actively provides a service to the local area, through food, beverage, and hospitality.

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business, and will work hand-in-hand with business to ensure a local partnership exists.

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

The Resort may have the opportunity to contract with the Business for overflow of hospitality needs and food and beverage needs.

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

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

### AGREEMENTS

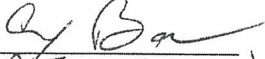
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the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

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

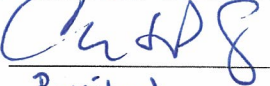
This Agreement shall be nonbinding on the parties.

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

BUSINESS NAME BREEZY POINT INN

By:   
Its: ALEX BARON / OWNER

RW ORANGE COUNTY LLC

By:   
Its: President  
Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 9th day of June, 2014 (the "Effective Date"), by and between Greenwood True Value Hrdware located at 77 Windermere Ave Greenwood Lake, NY 10925 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

The Resort may have the opportunity to contract with the Business for Lumber, Hardware, Supplies and services.

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

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

### AGREEMENTS

- The Resort will look first to the pool of local businesses/manufactures as a source for products purchased and used on site. Including, but not limited to, produce, meat, signage, baked goods, t-shirt screening and other imprinted/embroidered premium items, copying and printing services, wine, automobiles, professional services, lumber, hardware, maintenance supplies etc.
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.

This Agreement shall be nonbinding on the parties.

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

  
BUSINESS NAME \_\_\_\_\_

*Greenwood*

By: The Ujhe Hudson

Its: Bernie Fink - Owner

RW ORANGE COUNTY LLC

By: 

Its: President

*Christian Goode*

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 20<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Irish Whisper Located at 112 Windermere Avenue Greenwood Lake NY 10925 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

The Business is a local Bar/ Tavern in the region and employs citizens from the State;

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

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

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

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

### AGREEMENTS

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

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

This Agreement shall be nonbinding on the parties.

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

BUSINESS NAME the Irish Whisper  
By: Maureen Anthony  
Its: OWNER

RW ORANGE COUNTY LLC

By: Christian Goode  
Its: President  
Name: Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 20<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between COM-FAB Inc., Located At 7 Cane Rd., Greenwood Lake, NY 10925 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

The Business is a Steel and Fabricating products sales and service provider in the Hudson Valley.

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

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

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

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

### AGREEMENTS

- The Resort will look first to the pool of local businesses/manufactures as a source for products purchased and used on site. Including, but not limited to, produce, meat, signage, baked goods, t-shirt screening and other imprinted/embroidered premium items, copying and printing services, wine, and steel & fabricating services
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.
- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

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

**BUSINESS NAME** COM-FAB, INC

By: Michael W. Fattal Michael W. Fattal  
Its: PRESIDENT

**RW ORANGE COUNTY LLC**

By: Christian Goode  
Its: President  
Name: Christian Goode



## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 22<sup>nd</sup> day of June, 2014 (the "Effective Date"), by and between Maypak, Inc. located at 45 Shore Avenue, Greenwood Lake, NY 10925 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

The Resort may have the opportunity to contract with the Business for Customized Packaging Products;

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

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

### AGREEMENTS

- The Resort will look first to the pool of local businesses/manufactures as a source for products purchased and used on site. Including, but not limited to, produce, meat, signage, baked goods, t-shirt screening and other imprinted/embroidered premium items, copying and printing services, wine, automobiles, professional services, etc.
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.

- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.
- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

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

BUSINESS NAME MayPak Inc.

By: Paul Palombi Paul Palombi  
Its: President / owner

RW ORANGE COUNTY LLC

By: Christian Goode

Its: President

Name: Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 22<sup>nd</sup> day of June, 2014 (the "Effective Date"), by and between The Cleaning Wagon located at 45 Shore Avenue, Greenvale, NY ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

The Resort may have the opportunity to contract with the Business for Professional Cleaning, & Housekeeping Services;

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

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

### AGREEMENTS

- The Resort will look first to the pool of local businesses/manufactures as a source for products purchased and used on site. Including, but not limited to, produce, meat, signage, baked goods, t-shirt screening and other imprinted/embroidered premium items, copying and printing services, wine, automobiles, professional services, etc.
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.

- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.
- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

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

**BUSINESS NAME** The Cleaning Wagon  
By: Ann Mari Palombi  
Its: owner

**RW ORANGE COUNTY LLC**

By: Christian Goode  
Its: President  
Name: Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 20<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Big Mike's Pizza Located at 554 New York 17M Monroe NY 10950 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

The Business actively provides a service to the local area and employs residents from the area.

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business, and will work hand-in-hand with business to ensure a local partnership exists.

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

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

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

### AGREEMENTS

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

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

This Agreement shall be nonbinding on the parties.

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

**BUSINESS NAME** Big Mike's pizza & pasta

By: [Signature]

Its: Owner

**RW ORANGE COUNTY LLC**

By: [Signature]

Its: President

Name: Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 20<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Haile Wine & Spirits Located at 40 lake St, Monroe, NY 10950 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

The Business actively provides a service to the local area and employs residents from the area.

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business, and will work hand-in-hand with business to ensure a local partnership exists.

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

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

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

### AGREEMENTS

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

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

This Agreement shall be nonbinding on the parties.

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

**BUSINESS NAME** HAILE Wine

By: Goode Her  
Its: owner

**RW ORANGE COUNTY LLC**

By: Christian Goode  
Its: President  
Name: Christian Goode



## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 20<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Planet Wings Located At 711 New York 17M Monroe, NY 10950 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business, and will work hand-in-hand with business to ensure a local partnership exists.

The business is a franchise restaurant serving the local area food and beverages and employing residents from the local area.

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

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

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

### AGREEMENTS

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

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

This Agreement shall be nonbinding on the parties.

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

BUSINESS NAME Flame of Wings

By: [Signature]  
Its: Karan Singh

RW ORANGE COUNTY LLC

By: [Signature]  
Its: President  
Name: Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 20<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between La Rancherita Located at 101 Carpenter Pl, Monroe NY 10950 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

The Business is a local restaurant in Monroe NY.

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business, and will work hand-in-hand with business to ensure a local partnership exists.

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

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

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

### AGREEMENTS

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

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

This Agreement shall be nonbinding on the parties.

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

**BUSINESS NAME** La Rouc Haute Resort

By: C. Her-

Its: ~~owner~~  
Cristino Merrada

**RW ORANGE COUNTY LLC**

By: Christian Goode

Its: President  
Name: Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 20<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Bagel World of Orange County Located at 475 New York 17M Monroe NY 10950 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business, and will work hand-in-hand with business to ensure a local partnership exists.

The business is a bagel shop located in Monroe NY

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

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

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

### AGREEMENTS

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

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

This Agreement shall be nonbinding on the parties.

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

BUSINESS NAME Bayel World of Orange County

By: [Signature]

Its: [Signature]  
Keith Cashman

RW ORANGE COUNTY LLC

By: [Signature]

Its: President

Name: Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 20<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Smoke & Puff located at 817 State Route 17M Unit 2, Monroe NY 10950 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business, and will work hand-in-hand with business to ensure a local partnership exists.

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

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

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

### AGREEMENTS

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

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

This Agreement shall be nonbinding on the parties.

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

BUSINESS NAME Smoke & Puff. inc

By: [Signature]  
Its: OWNER  
Dalet Yuldashov

RW ORANGE COUNTY LLC

By: [Signature]  
Its: President  
Name: Christian Goode



## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 20<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Laura Ann Farms Located At 401 New York 17M Monroe NY 10950 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

The Resort may have the opportunity to contract with the Business for Landscape products and Floral Services

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

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

### AGREEMENTS

- The Resort will look first to the pool of local businesses/manufactures as a source for products purchased and used on site. Including, but not limited to, produce, meat, signage, baked goods, t-shirt screening and other imprinted/embroidered premium items, copying and printing services, wine, automobiles, professional services, etc.
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

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

This Agreement shall be nonbinding on the parties.

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

BUSINESS NAME Raura Ann Farms

By: Raura Cuomo

Its: Secretary

RW ORANGE COUNTY LLC

By: CG

Its: President

Name: Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 20<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Briger Security Services Located at 3 Snoop St., Monroe NY 10950 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

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

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

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

### AGREEMENTS

- The Resort will look first to the pool of local businesses/manufactures as a source for products purchased and used on site. Including, but not limited to, produce, meat, signage, baked goods, t-shirt screening and other imprinted/embroidered premium items, copying and printing services, wine, automobiles, professional services, etc.
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

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

This Agreement shall be nonbinding on the parties.

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

**BUSINESS NAME** Briser Security Services, Inc.

By: [Signature]

Its: President

**RW ORANGE COUNTY LLC**

By: [Signature]

Its: President

Name: Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 15<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between The Golf Club at Mansion Ridge located at 1292 Orange Turnpike, Monroe, NY 10950 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

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

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

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

### AGREEMENTS

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

This Agreement shall be nonbinding on the parties.

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

**THE GOLF CLUB AT MANSION RIDGE**

By: Kerry English Kerry English  
Its: President

**RW ORANGE COUNTY LLC**

By: Christian Boade  
Its: President  
Christian Boade

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 20<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between VPM Realty DBA "Best of Little Italy" Located at 785 New York 17M #3, Monroe NY 10950 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

The Business is Deli Located in Monroe NY

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

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

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

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

### AGREEMENTS

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

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

This Agreement shall be nonbinding on the parties.

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

BUSINESS NAME VPM Resort  
By: Maria Petrucci DBA "Best of Little Italy"  
Its: Owner Deli

RW ORANGE COUNTY LLC

By: Christian Goode  
Its: President  
Name: Christian Goode



## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 20<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Harriman Auto Spa Located at 26 New York 17M Harriman, NY 10926 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

The Business is a local auto mechanic and body shop in Harriman, NY.

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business, and will work hand-in-hand with business to ensure a local partnership exists.

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

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

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

### AGREEMENTS

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

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

This Agreement shall be nonbinding on the parties.

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

**BUSINESS NAME** Harrison Auto Spg

By: [Signature]

Its: [Signature]  
Hector Lopez

**RW ORANGE COUNTY LLC**

By: [Signature]

Its: President

Name: Christian Goode

## **CROSS MARKETING LETTER OF INTENT**

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 9<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Cross Fit Warwick located at 77 Forester Avenue, Warwick, NY 10990 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

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

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

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

### **AGREEMENTS**

- The Resort will look first to the pool of local businesses/manufactures as a source for products purchased and used on site. Including, but not limited to, produce, meat, signage, baked goods, t-shirt screening and other imprinted/embroidered premium items, copying and printing services, wine, automobiles, professional services, etc.
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.

- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.
- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

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

BUSINESS NAME CrossFit Warwick

By: Kathryn Hansen  
Its: owner

RW ORANGE COUNTY LLC

By: Christian Goode  
Its: President  
Name: Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 19 day of June, 2014 (the "Effective Date"), by and between BLUE located at 21 MAIN ST. ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

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

UPSCALE MENS AND LADIES CLOTHING.

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

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

### AGREEMENTS

- The Resort will look first to the pool of local businesses/manufactures as a source for products purchased and used on site. Including, but not limited to, produce, meat, signage, baked goods, t-shirt screening and other imprinted/embroidered premium items, copying and printing services, wine, automobiles, professional services, etc.
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.

- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.
- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

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

BUSINESS NAME

BLUE

By:

Its:

OWNER

TIM MULLALLY

RW ORANGE COUNTY LLC

By:

Its:

President

Name: Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 19 day of June, 2014 (the "Effective Date"), by and between STYLE COUNSEL located at 19 MAIN ST ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

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

UPSCALE WOMEN CLOTHING

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

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

### AGREEMENTS

- The Resort will look first to the pool of local businesses/manufactures as a source for products purchased and used on site. Including, but not limited to, produce, meat, signage, baked goods, t-shirt screening and other imprinted/embroidered premium items, copying and printing services, wine, automobiles, professional services, etc.
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.

- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.
- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

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

**BUSINESS NAME** STYLE COUNSEL

By: Robert Maxwell Robert Maxwell

Its: OWNER

**RW ORANGE COUNTY LLC**

By: Christian Goode

Its: President

Name: Christian Goode



## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 13<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Valley Promotions of Warwick located at 314 New York 94, Warwick, NY 10990 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

The Resort may have the opportunity to contract with the Business for sporting good products and services;

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

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

### AGREEMENTS

- The Resort will look first to the pool of local businesses/manufactures as a source for products purchased and used on site. Including, but not limited to, produce, meat, signage, baked goods, t-shirt screening and other imprinted/embroidered premium items, copying and printing services, wine, automobiles, professional services, etc.
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.

- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.
- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

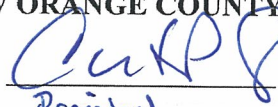
IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

BUSINESS NAME Valley Promotions Inc.

By: FRANK J. Mülzet

Its: OWNER

RW ORANGE COUNTY LLC

By: 

Its: President

Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 28<sup>th</sup> day of May, 2014 (the "Effective Date"), by and between **Warwick Valley Wine CO., Inc** located at 114 Little York Rd., Warwick, NY ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

The Resort may have the opportunity to contract with the Business for wine, cider and spirits;

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

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

### AGREEMENTS

- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program , associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business but will not be less than 70%. Loyalty point redemption ratios will be at the Resort's sole discretion.
- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.

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

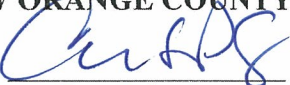
This Agreement shall be nonbinding on the parties.

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

**Warwick Valley Wine CO., Inc**

By:  Jeremy Kidde  
Its: Vice President

**RW ORANGE COUNTY LLC**

By:   
Its: President  
Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 20<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Warwick Cobbler Located at 20 McEwen Street Warwick, NY 10990 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

The Business actively provides a service to the local area and employs residents from the area.

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business, and will work hand-in-hand with business to ensure a local partnership exists.

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

The Resort may have the opportunity to contract with the Business for shoe and boot repairs.

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

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

### AGREEMENTS

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

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

This Agreement shall be nonbinding on the parties.

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

BUSINESS NAME THE WARWICK COBBLER

By: Luigi Conti Luigi Conti  
Its: OWNER

RW ORANGE COUNTY LLC

By: Christian Goode  
Its: President  
Name: Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 20<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Yesterday's Restaurant Located 29 Main St, #1 Warwick< NY 10990 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

The Business is a restaurant / Pub in the Warwick area.

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business, and will work hand-in-hand with business to ensure a local partnership exists.

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

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

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

### AGREEMENTS

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

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

This Agreement shall be nonbinding on the parties.

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

BUSINESS NAME YESTERDAYS 29 MAIN ST WARWICK NY  
By: John Christison 504 W CHRISTISON 10990  
Its: OWNER

RW ORANGE COUNTY LLC

By: [Signature]  
Its: President  
Christian Goode



## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 19<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between the Bellvale Market located at 1503 Route 17A, Warwick, NY 10990 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

The Resort may have the opportunity to contract with the Business for food and beverage services;

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

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

### AGREEMENTS

- The Resort will look first to the pool of local businesses/manufactures as a source for products purchased and used on site. Including, but not limited to, produce, meat, signage, baked goods, t-shirt screening and other imprinted/embroidered premium items, copying and printing services, wine, automobiles, professional services, etc.
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.

- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.
- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

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

BUSINESS NAME The Bellvale Market  
By: Steve Pregiato Steve Pregiato  
Its: President

RW ORANGE COUNTY LLC

By: Christian Goode  
Its: President  
Name: Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 13<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Diane Pell, Photographer, located at 5 South Street, Warwick, NY 10990 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

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

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

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

### AGREEMENTS

- The Resort will look first to the pool of local businesses/manufactures as a source for products purchased and used on site. Including, but not limited to, produce, meat, signage, baked goods, t-shirt screening and other imprinted/embroidered premium items, copying and printing services, wine, automobiles, professional services, etc.
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.

- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.
- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

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

BUSINESS NAME Diane Pell-Photographer

By: Diane Pell Diane Pell

Its: owner

RW ORANGE COUNTY LLC

By: Christian Goode

Its: President  
Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 13<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Etched in Time located at 58 Main Street, Warwick, NY 10990 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

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

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

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

### AGREEMENTS

- The Resort will look first to the pool of local businesses/manufactures as a source for products purchased and used on site. Including, but not limited to, produce, meat, signage, baked goods, t-shirt screening and other imprinted/embroidered premium items, copying and printing services, wine, automobiles, professional services, etc.
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.

- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.
- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

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

**BUSINESS NAME** Etched In Time Engraving

By: Robert Repose Robert Repose  
Its: OWNER

**RW ORANGE COUNTY LLC**

By: Christian Goode  
Its: President  
Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 20<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Blarney Station Located at 10 Rail Road Avenue, Warwick, NY 10990 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

The Business is Restaurant and Bar/ Tavern located in Warwick, NY

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

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

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

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

### AGREEMENTS

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

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

This Agreement shall be nonbinding on the parties.

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

BUSINESS NAME Blarney Station

By: Rusc O'Connell

Its: Partner

RW ORANGE COUNTY LLC

By: Christian Goode

Its: President

Name: Christian Goode



## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 20<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Warwick Optical located at 25 Elm St Warwick, NY 10990 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

The Business is a local Eye and vision specialist in the region and employs citizens from the State;

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

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

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

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

### AGREEMENTS

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

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

This Agreement shall be nonbinding on the parties.

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

BUSINESS NAME WARWICK OPTICAL

By: [Signature]  
Its: VP

RW ORANGE COUNTY LLC

By: [Signature]  
Its: President  
Name: Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 10<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Dana Distributors, Inc located at 40 52 Hatfield Lane, Goshen, NY 10924 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

The Business actively provides a service to the local area, through beverage distribution. The Business actively employs residents from New York state and services bars, restaurants, catering halls, and establishments throughout the Orange, Rockland and Sullivan Counties.

The Resort's proposed facility will provide an opportunity for the Business to expand its services to a larger network of buyers of Businesses products, and will work hand-in-hand with business to ensure a local partnership exists.

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

The Resort may have the opportunity to contract with the Business for distribution of Wholesale Beer for the resort's facilities.

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

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

### AGREEMENTS

- The Resort will look first to the pool of local businesses/manufactures as a source for products purchased and used on site. Including, but not limited to, produce, meat, signage, baked goods, t-shirt screening and other imprinted/embroidered premium items, copying and printing services, wine, automobiles, professional services, etc.
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

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

BUSINESS NAME DANA Distributors Inc.

By: Kerry English Kerry English

Its: William J. English

RW ORANGE COUNTY LLC

By: Christian Beade

Its: President  
Christian Beade

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 14<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Kowal Farms located at 430 Pulaski Highway, Goshen, NY 10924 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

The Resort may have the opportunity to contract with the Business for locally grown produce;

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

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

### AGREEMENTS

- The Resort will look first to the pool of local businesses/manufactures as a source for products purchased and used on site. Including, but not limited to, produce, meat, signage, baked goods, t-shirt screening and other imprinted/embroidered premium items, copying and printing services, wine, automobiles, professional services, etc.
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.

- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.
- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

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

BUSINESS NAME Kawal Farms

By: [Signature] Russ Kawal

Its: Owner

RW ORANGE COUNTY LLC

By: [Signature]

Its: President

Name: Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 20<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Rookies Pizza Located at 29 N Main St, Florida NY 10921 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

The Business actively provides a service to the local area and employs residents from the area.

The Resort's proposed facility will provide a complementary entertainment option in the region for customers of the Business, and will work hand-in-hand with business to ensure a local partnership exists.

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

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

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

### AGREEMENTS

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

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

This Agreement shall be nonbinding on the parties.

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

**BUSINESS NAME** ROOKIES PIZZA

By: MS

Its: OWNER

**RW ORANGE COUNTY LLC**

By: CG

Its: President

Name: Christian Goode



## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 17<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between A Plus Auto Sales located at 1424 Route 302, Circleville, NY 10919 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

The Resort may have the opportunity to contract with the Business for automotive sales and service;

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

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

### AGREEMENTS

- The Resort will look first to the pool of local businesses/manufactures as a source for products purchased and used on site. Including, but not limited to, produce, meat, signage, baked goods, t-shirt screening and other imprinted/embroidered premium items, copying and printing services, wine, automobiles, professional services, etc.
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the

Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.

- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.
- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

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

**BUSINESS NAME** A Plus Auto Sales  
By: Robert Crisafi  
Its: Owner

**RW ORANGE COUNTY LLC**

By: Christian Goode  
Its: President  
Name: Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 17<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between A Hudson Valley Limousine located at 1424 Route 302, Circleville, NY 10919 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

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

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

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

### AGREEMENTS

- The Resort will look first to the pool of local businesses/manufactures as a source for products purchased and used on site. Including, but not limited to, produce, meat, signage, baked goods, t-shirt screening and other imprinted/embroidered premium items, copying and printing services, wine, automobiles, professional services, etc.
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the

Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.

- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.
- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

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

**BUSINESS NAME** A Hudson Valley Limousine

By: Joseph Maule Joseph Gotthardt  
Its: Owner

**RW ORANGE COUNTY LLC**

By: Christian Goode  
Its: President  
Name: Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 9<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Buckheit & Whelan, P.C. located at 49 N Airmont Road, Suite 100, Suffern, NY 10901 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

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

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

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

### AGREEMENTS


- The Resort will look first to the pool of local businesses/manufactures as a source for products purchased and used on site. Including, but not limited to, produce, meat, signage, baked goods, t-shirt screening and other imprinted/embroidered premium items, copying and printing services, wine, automobiles, professional services, etc.
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.

- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.
- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

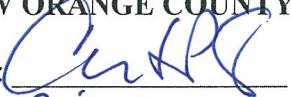
This Agreement shall be nonbinding on the parties.

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

**BUSINESS NAME: Buckheit & Whelan, P.C.**

By:   
Its: Partner

**RW ORANGE COUNTY LLC**

By:   
Its: President  
Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 20<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between D&G Craft located at 611 Twin Arch Road, Rock Tavern, NY 12575 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

The Resort may have the opportunity to contract with the Business for gourmet foods and specialty products;

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

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

### AGREEMENTS

- The Resort will look first to the pool of local businesses/manufactures as a source for products purchased and used on site. Including, but not limited to, produce, meat, signage, baked goods, t-shirt screening and other imprinted/embroidered premium items, copying and printing services, wine, automobiles, professional services, etc.
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.

- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.
- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

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

BUSINESS NAME D+G Craft

By: Genevieve West Genevieve West  
Its: prop

RW ORANGE COUNTY LLC

By: Christian Goode  
Its: President  
Name: Christian Goode



## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 12<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Haas Pharmacy located at 62 Orange Turnpike, Sloatsburg, NY 10974 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

The Resort may have the opportunity to contract with the Business for consumer products and pharmaceutical needs;

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

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

### AGREEMENTS

- The Resort will look first to the pool of local businesses/manufactures as a source for products purchased and used on site. Including, but not limited to, produce, meat, signage, baked goods, t-shirt screening and other imprinted/embroidered premium items, copying and printing services, wine, automobiles, professional services, etc.
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the

Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.

- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.
- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.


This Agreement shall be nonbinding on the parties.

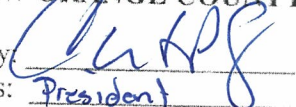
**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the date first set forth above.

BUSINESS NAME HAAS Pharmacy, Inc

By: LARRY N. Haas

Its: Owner

  
RW ORANGE COUNTY LLC

By: 

Its: President

Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 17<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between R&G Produce, LLC located at 16 Van Sickle Road, Goshen, NY 10924 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

The Resort may have the opportunity to contract with the Business for high quality produce products;

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

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

### AGREEMENTS

- The Resort will look first to the pool of local businesses/manufactures as a source for products purchased and used on site. Including, but not limited to, produce, meat, signage, baked goods, t-shirt screening and other imprinted/embroidered premium items, copying and printing services, wine, automobiles, professional services, etc.
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.

- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.
- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

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

BUSINESS NAME Q & G Produce L.L.C.

By: Raymond Glowaczewski Jr.  
Its: President

RW ORANGE COUNTY LLC

By: Christian Goode  
Its: President

Name: Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 13<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between General's Garden located at 172 New York 94, Warwick, NY 10990 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

The Resort may have the opportunity to contract with the Business for garden products and services;

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

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

### AGREEMENTS

- The Resort will look first to the pool of local businesses/manufactures as a source for products purchased and used on site. Including, but not limited to, produce, meat, signage, baked goods, t-shirt screening and other imprinted/embroidered premium items, copying and printing services, wine, automobiles, professional services, etc.
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.

- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.
- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

This Agreement shall be nonbinding on the parties.

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

BUSINESS NAME Teekri Growers Oases Inc DBA Generals Garden

By: Deborah M Sweeten  
Its: President

RW ORANGE COUNTY LLC

By: Christian Goode  
Its: President  
Christian Goode

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 13<sup>th</sup> day of June, 2014 (the "Effective Date"), by and between Rooster Tees, LLC located at 10 South Street, Warwick, NY 10990 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

The Resort may have the opportunity to contract with the Business for custom apparel and promotions;

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

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

### AGREEMENTS

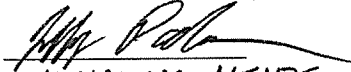
- The Resort will look first to the pool of local businesses/manufactures as a source for products purchased and used on site. Including, but not limited to, produce, meat, signage, baked goods, t-shirt screening and other imprinted/embroidered premium items, copying and printing services, wine, automobiles, professional services, etc.
- The Resort will meet with the Business with the intention to develop a cross-marketing strategy for the mutual benefit of the parties prior to commencement of operations. Following commencement of operations, the parties will review the strategy in good faith on an annual basis.
- To the extent the Resort offers any type of customer loyalty program, associated program "points" may be used at the Business and loyalty points redeemed at the Business shall be reimbursed to the Business by the Resort, terms of which will be negotiated between the Resort and the Business. Loyalty point redemption ratios will be at the Resort's sole discretion.

- The Resort and the Business may collaborate on mutually agreed promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Resort and visitation by Resort customers to the Business.
- Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Resort and the Business.

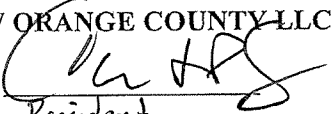
This Agreement shall be nonbinding on the parties.

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

BUSINESS NAME ROOSTER TEES, LLC

By:   
Its: MANAGING MEMBER

RW ORANGE COUNTY LLC

By:   
Its: President  
Christian Goode



## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 24 day of June, 2014 (the "Effective Date"), by and between Pamela's Travel by Feast located in Newburgh, NY ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

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

Products/Services:

Catering, Food & Beverage *Design, Divining, Event planning*

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

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

### AGREEMENTS

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

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

This Agreement shall be nonbinding on the parties.

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

**BUSINESS NAME** Pamela's Traveling Feast

By: Pamela R Besch  
Its: President

**RW ORANGE COUNTY LLC**

By: [Signature]  
Its: President

## CROSS MARKETING LETTER OF INTENT

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

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

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

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

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

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

Products/Services: wine & cider

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

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

### AGREEMENTS

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

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

This Agreement shall be nonbinding on the parties.

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

BUSINESS NAME Applewood winery

By: Jonathan Hull  
Its: president

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

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 20 day of June, 2014 (the "Effective Date"), by and between West Hills Country Club located at 121 Golf Links Road, Middletown NY 10940 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

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

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

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

### AGREEMENTS

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

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

This Agreement shall be nonbinding on the parties.

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

**WEST HILLS COUNTRY CLUB, LLC**

By: Joseph A. Bond Jr.

Its: Member

**RW ORANGE COUNTY LLC**

By: [Signature]

Its: President

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 26 day of June, 2014 (the "Effective Date"), by and between ~~located at~~ The Grandview ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

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

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

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

### AGREEMENTS

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

This Agreement shall be nonbinding on the parties.

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

**THE GRANDVIEW**

By: Joseph A Bond  
Its: Managing Partner

**RW ORANGE COUNTY LLC**

By: [Signature]  
Its: president



## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 20 day of June, 2014 (the "Effective Date"), by and between ~~\_\_\_~~ located at Shadows on the Hudson ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

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

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

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

### AGREEMENTS

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

This Agreement shall be nonbinding on the parties.

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

**SHADOWS ON THE HUDSON**

By: Joseph A. Bondy  
Its: Managing Partner

**RW ORANGE COUNTY LLC**

By: [Signature]  
Its: president

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 20 day of June, 2014 (the "Effective Date"), by and between ~~located at Poughkeepsie Grand Hotel~~ ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

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

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

### AGREEMENTS

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

This Agreement shall be nonbinding on the parties.

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

**POUGHKEEPSIE GRAND HOTEL**

By: Joseph A. Bond  
Its: V President

**RW ORANGE COUNTY LLC**

By: [Signature]  
Its: President

## CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 20 day of June, 2014 (the "Effective Date"), by and between ~~located at Bonura's Little Sicily Restaurant & Bar~~ ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

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

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

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

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

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

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

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

### AGREEMENTS

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

This Agreement shall be nonbinding on the parties.

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

**BONURA'S LITTLE SICILY RESTAURANT & BAR**

By: Joseph A. Bonura  
Its: Member

**RW ORANGE COUNTY LLC**

By: [Signature]  
Its: President

**STONY POINT TOWN BOARD MEETING – JUNE 24, 2014**

The Town Board of the Town of Stony Point convened in Regular Session on Tuesday, June 24, 2014 at 6:30 pm at the Stony Point Community Center (Rho Building), 5 Clubhouse Lane, Stony Point, NY. Supervisor Geoffrey Finn called the meeting to order and led the group in the Pledge of Allegiance. Town Clerk Joan Skinner called the following roll:

PRESENT:	Mr. Tom Basile	Councilman
	Mr. Karl Javenes	Councilman
	Mr. James White	Councilman
	Mr. Jim Monaghan	Councilman
	Mr. Geoffrey Finn	Supervisor

ABSENT: None

**RESOLUTION AUTHORIZING CROSS MARKETING LETTER OF INTENT FOR GENTING AMERICAS INC.**

A motion was made by Supervisor Finn, seconded by Councilman White and unanimously carried by a voice vote of all board members present to adopt the following resolution:

**RESOLUTION AUTHORIZING CROSS MARKETING  
LETTER OF INTENT FOR GENTING AMERICAS INC.**

**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, an affiliate of Genting Americas Inc., has entered into contracts relating to purchase of land in the Town of Tuxedo, County of Orange, known as Tax IDs 1-1-52.25, 1-1-36.32, 1-1-59.2, 1-1-52.26 and 1-1-37.2 on the Orange County website (the “**Project Site**”). The 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 Orange County LLC, its affiliates and principals, are qualified applicants with substantial experience in financing, developing and operating entertainment, restaurant and gaming facilities; and

**WHEREAS**, Genting Americas seeks to partner with various businesses in the region to cross-market local businesses and the proposed Genting Americas Casino in Tuxedo, New York; and

**WHEREAS**, the Town of Stony Point operates and maintains the Patriot Hills Golf Course in the Town of Stony Point, a facility that would benefit from the influx of visitors and patrons that would result from construction of such casino; and

**WHEREAS**, the representatives of Genting Americas contacted the Town of Stony Point seeking to have the Town and Genting Americas execute a cross-marketing letter of intent; and

**THEREFORE, BE IT RESOLVED** that:

1. The above "WHEREAS" clauses are hereby incorporated by reference.
2. The Town Board hereby approves the execution of the annexed cross-marketing letter of intent by the Supervisor.
3. The Resolution shall take effect immediately.



Town of Stony Point  
**OFFICE OF TOWN CLERK**

74 East Main Street  
Stony Point, New York 10980-1698  
(845) 786-2716 Ext. 108 • Fax (845) 786-2783



Joan Skinner, Town Clerk  
Barbara Oyer, Deputy Town Clerk

CERTIFICATION

STATE OF NEW YORK    )  
                                      )ss:  
COUNTY OF ROCKLAND )

I, the undersigned Clerk of the Town of Stony Point:

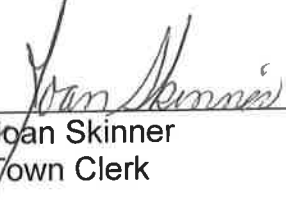
DO HEREBY CERTIFY that all Town Board members of the Town of Stony Point had due notice of said meeting, that the meeting was in all respects duly held.

I FURTHER CERTIFY that there was a quorum of the Town Board present throughout said meeting held on June 24<sup>th</sup>, 2014.

I FURTHER CERTIFY that as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or modified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town on this 25<sup>th</sup> day of June, 2014.

TOWN OF STONY POINT

By:   
Joan Skinner  
Town Clerk

[SEAL]