

Memorandum of Understanding

April 16, 2014

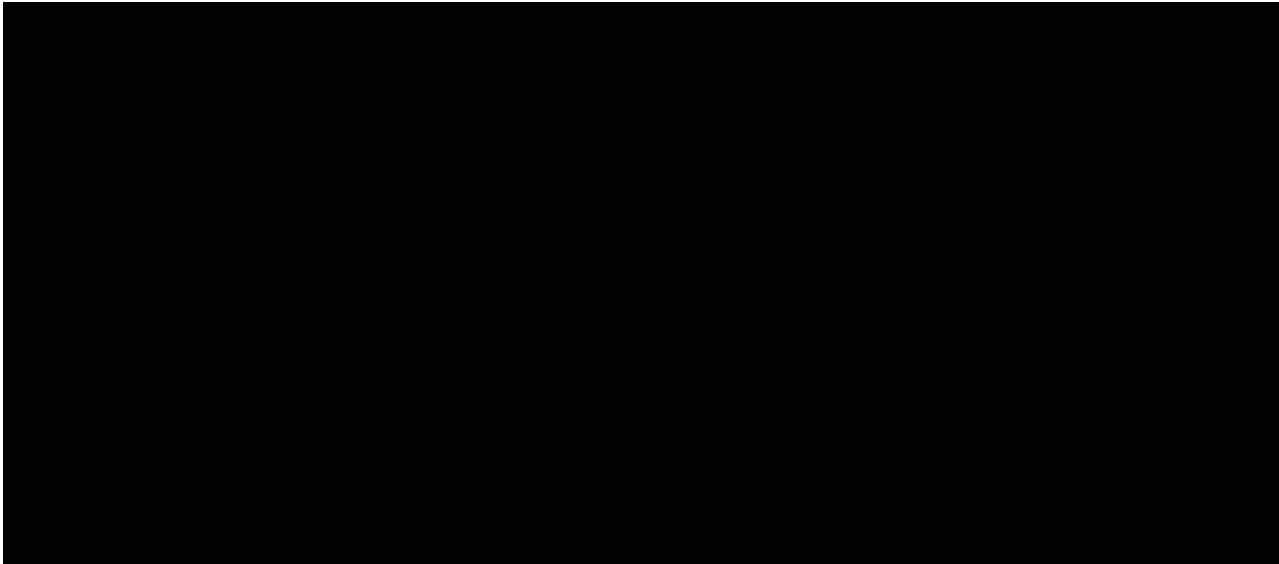
Traditions and Binghamton Mets desire to enter into an agreement in which they work together to advance the goals of each organization;

The purpose of this Memorandum is to provide the framework for any future binding contract regarding collaborative Entertainment Cross Marketing and Promotion efforts.

Traditions and Binghamton Mets acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership to demonstrate financial, administrative and managerial commitment to Cross Marketing and Promotion efforts by means of the following individual services.

Cooperation

The activities and services we are considering include, but are not limited to Traditions and the Binghamton Mets doing the following:




Understanding

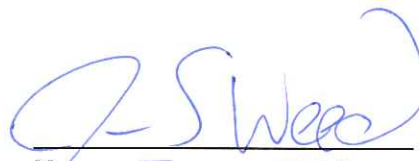
It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

- a. Each Partner will work together in a coordinated fashion to meet these objectives.
- b. In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c. Nothing in this memorandum shall obligate any Partner to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between the Partners of this Memorandum will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Partners involved and shall be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority.
- d. This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.
- e. This Memorandum will be effective upon the signature of both Partners.
- f. Promotions will in certain cases be dependent upon scheduling, the nature/genre of live event(s), as well as other considerations. Advertising and other marketing spend dependent upon pre-determined marketing budget of operation.
- g. Any Partner may terminate its participation in this Memorandum by providing written notice to the other Partner.
- h. No liability will arise or be assumed between the Partners as a result of this Memorandum.

The arrangements made by the Partners by this Memorandum shall remain in place from January 01, 2015 until December 31, 2015. The term can be extended only by written agreement of all the Partners.

The following Partners support the goals and objectives of the Entertainment Cross Marketing and Promotion:

 Date: 4/23/14
Name: Matthew Walsh, Member
Traditions Resort and Casino

 Date: 4/23/14
Name: JIM WEED
Binghamton Mets

Memorandum of Understanding

June 17th, 2014

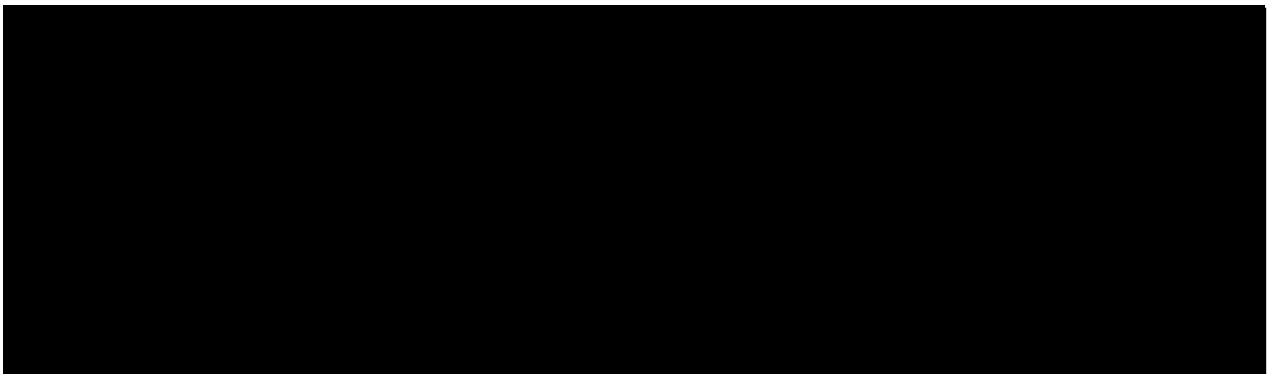
Traditions and The Bundy Museum desire to enter into a mutual understanding in which they work together to advance the goals of each organization;

The purpose of this Memorandum is to provide the framework for any future agreement regarding collaborative Cross Marketing and Promotion efforts.

Traditions and The Bundy Museum acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership to demonstrate financial, administrative and managerial commitment to Cross Marketing and Promotion efforts by means of the following individual services.

Cooperation

The proposed activities and services we are considering include, but are not limited to Traditions and The Bundy Museum doing the following:




Understanding

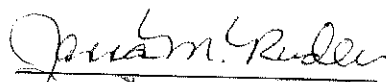
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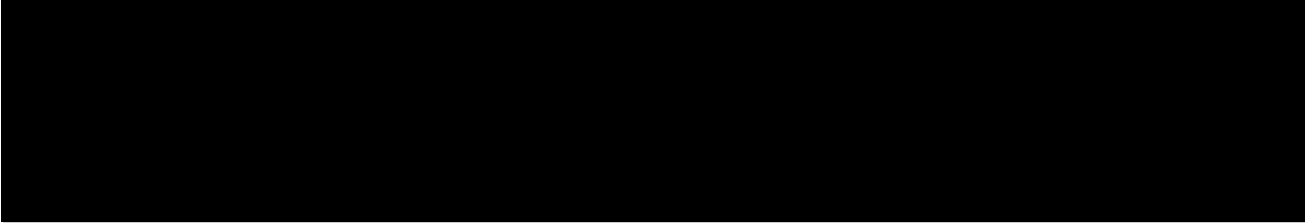
The following Partners support the goals and objectives of the Cross Marketing and Promotion:

 Date: 6/18/2014
Name: Matthew Walsh, Member
Traditions Resort and Casino

 Date: 6/18/2014
Name: Director of Development,
The Bundy Museum Janna M. Rudler

Memorandum of Understanding

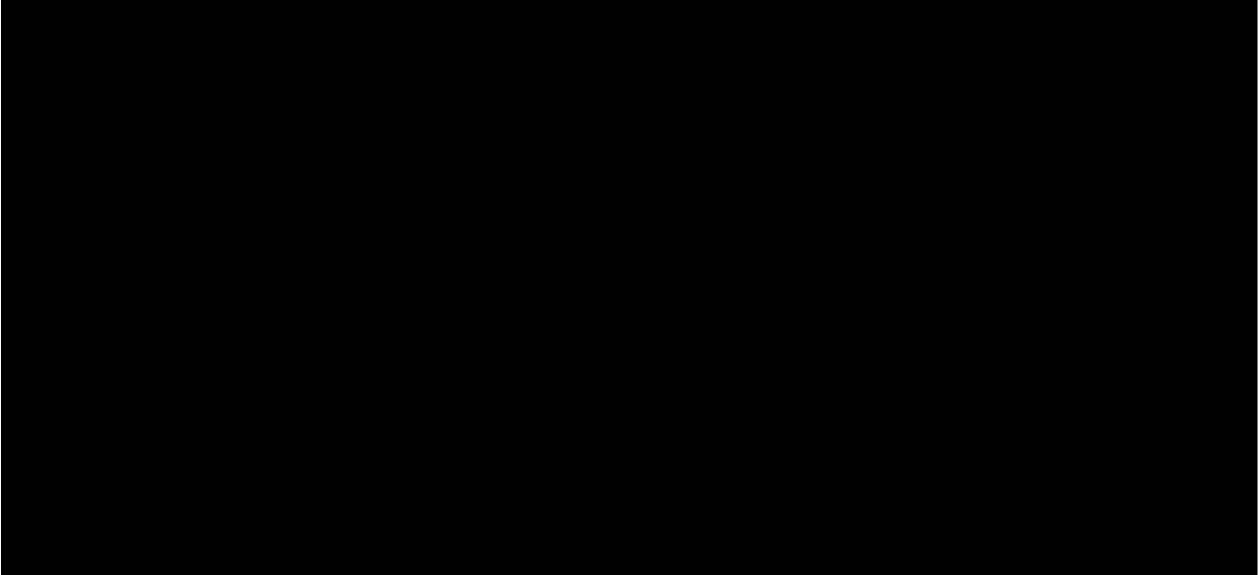
May 21st, 2014



Traditions and Mountain Productions acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership to demonstrate financial, administrative and managerial commitment to Entertainment Staging, Production, Talent and Management Efforts by means of the following individual services.

Cooperation

The activities and services we are considering include, but are not limited to:




Understanding


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The following Partners support the goals and objectives of the Entertainment Staging, Production, Talent and Management Agreement:

 Date: 5/21/2014
Name: Matthew Walsh, Member
Traditions Resort and Casino

 Date: 5/21/2014
Name: JAMES B. EVANS
Mountain Productions



BINGHAMTON SENATORS

1 Stuart Street, 3rd Floor Arena, Binghamton, NY 13901
Tel 607.722.SENS Fax 607.722.7424
www.binghamtonsenators.com

Affiliate to the NHL Ottawa Senators

Traditions Resort
Attn: Mr. William Walsh
4101 Watson Blvd.
Johnson City, NY 13790

May 20, 2014

I have long felt that our Binghamton Senators Hockey team is a valuable "platform" for Traditions to partner with. Therefore, we would be pleased to work with Traditions at the Glen on current and future marketing initiatives that can mutually benefit both our organizations; attached you will find the signed Memo of Understanding.

As you are aware, we also have partnerships with other hotel properties and gaming facilities in the region. Because of these relationships it should be understood that we will not formally endorse or promote any of these businesses over the other.

I look forward to a prosperous and long term business relationship between the Binghamton Senators and Traditions at the Glen.

If you have any questions please do not hesitate to contact me directly.

Best regards,

Terry Buczkowski
Vice President of Marketing & Business Development
607-722-7367 (offc.) / 607-222-5832 (cell)
tbuczkowski@binghamtonsenators.com



Memorandum of Understanding

May 20th, 2014

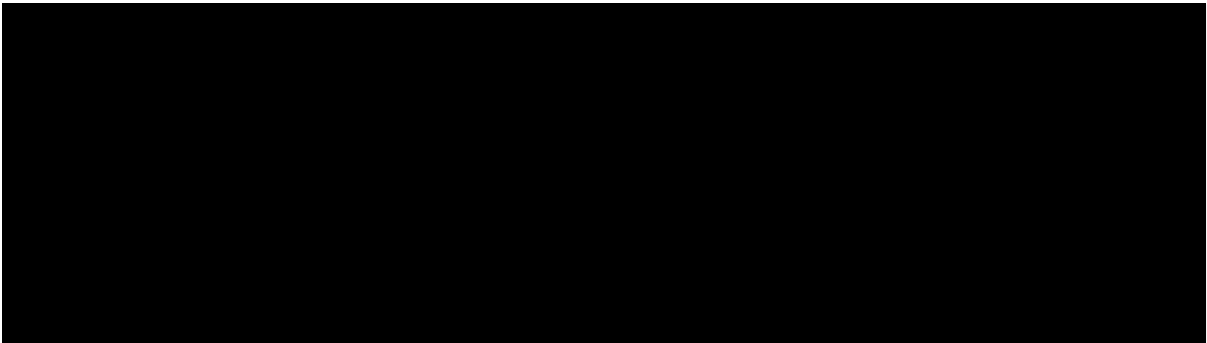
Traditions and The Binghamton Senators desire to enter into a mutual understanding in which they work together to advance the goals of each organization.

The purpose of this Memorandum is to provide the framework for any future agreement regarding collaborative Entertainment Cross Marketing and Promotion efforts.

Traditions and The Binghamton Senators acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership to demonstrate financial, administrative and managerial commitment to Cross Marketing and Promotion efforts by means of the following individual services.

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The following Partners support the goals and objectives of the Entertainment Cross Marketing and Promotion:

 Date: 5/20/2014
Matthew Walsh, Member
Traditions Resort and Casino

 Date: May 20, 2014
Terrance M. Buczkowski
Vice President Marketing & Business Development
Binghamton Senators AHL Hockey Team

Memorandum of Understanding

May 23rd, 2014

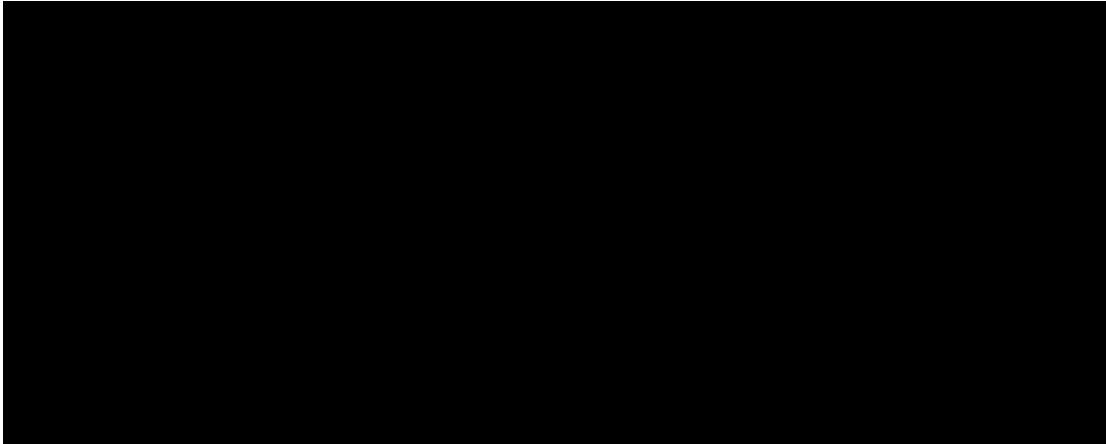
Traditions and Lakewood Vineyards
(insert winery name) desire to enter into an agreement in which they work together to advance the goals of each organization;

The purpose of this Memorandum is to provide the framework for any future agreement regarding collaborative Cross Marketing and Promotion efforts.

Traditions and Lakewood Vineyards
(insert winery name) acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership to demonstrate financial, administrative and managerial commitment to Cross Marketing and Promotion efforts by means of the following individual services.

Cooperation

The proposed activities and services we are considering include, but are not limited to Traditions Resort & Casino and your winery doing the following:




Understanding

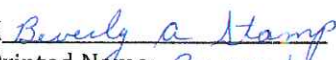
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The following Partners support the goals and objectives of the Cross Marketing and Promotion:

X  Date: 5/27/14
Name: Matthew Walsh, Member
Traditions Resort and Casino

X  Date: 5/27/14
Printed Name: Beverly A. Stamp
Winery Name: Lakewood Vineyards

Memorandum of Understanding

May 9th, 2014

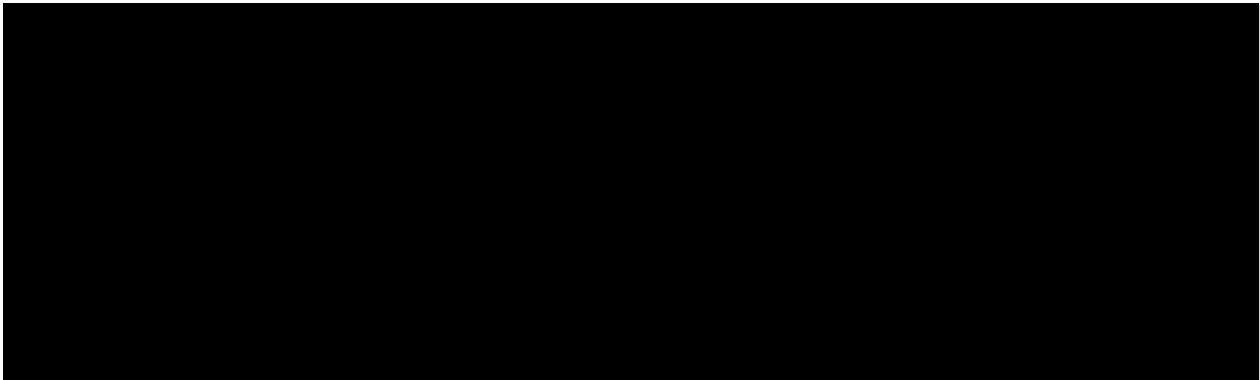
Traditions and The Ross Park Zoo desire to enter into a mutual understanding in which they work together to advance the goals of each organization;

The purpose of this Memorandum is to provide the framework for any future agreement regarding collaborative Cross Marketing and Promotion efforts.

Traditions and The Ross Park Zoo acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership to demonstrate financial, administrative and managerial commitment to Cross Marketing and Promotion efforts by means of the following individual services.

Cooperation

The proposed activities and services we are considering include, but are not limited to Traditions and The Ross Park Zoo doing the following:



Understanding


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The following Partners support the goals and objectives of the Cross Marketing and Promotion:


_____ Date: 5/21/2014
Name: Matthew Walsh, Member
Traditions Resort and Casino


_____ Date: May 21, 2014
Name: Toby Rice, Marketing and Special Events Coordinator
The Ross Park Zoo

Memorandum of Understanding

May 10th, 2014

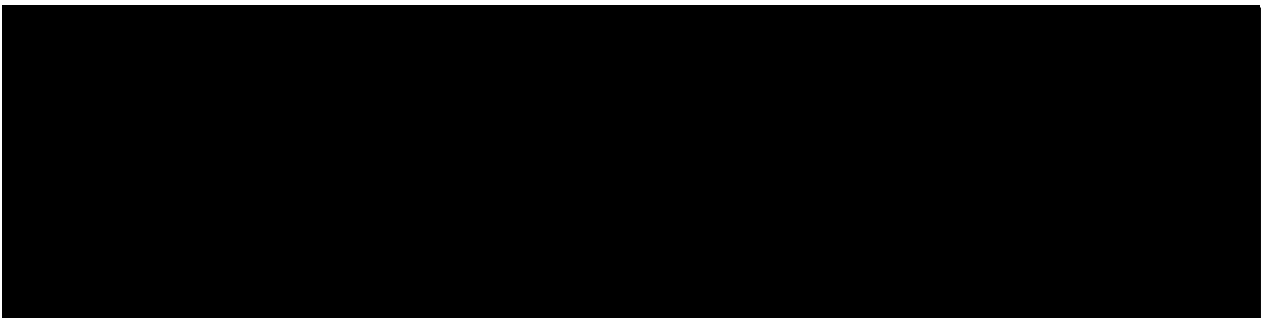
Traditions and Roberson Museum and Science Center desire to enter into a mutual understanding in which they work together to advance the goals of each organization;

The purpose of this Memorandum is to provide the framework for any future agreement regarding collaborative Cross Marketing and Promotion efforts.

Traditions and Roberson acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership to demonstrate financial, administrative and managerial commitment to Cross Marketing and Promotion efforts by means of the following individual services.

Cooperation

The proposed activities and services we are considering include, but are not limited to Traditions and Roberson Museum and Science Center doing the following:




Understanding

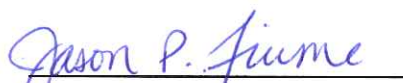
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The following Partners support the goals and objectives of the Cross Marketing and Promotion:

 Date: 5/13/14
Name: Matthew Walsh, Member
Traditions Resort and Casino

 Date: 5/13/14
Name: Jason Fiume, Marketing and Public Relations Manager
Roberson Museum and Science Center

Memorandum of Understanding

May 10th, 2014

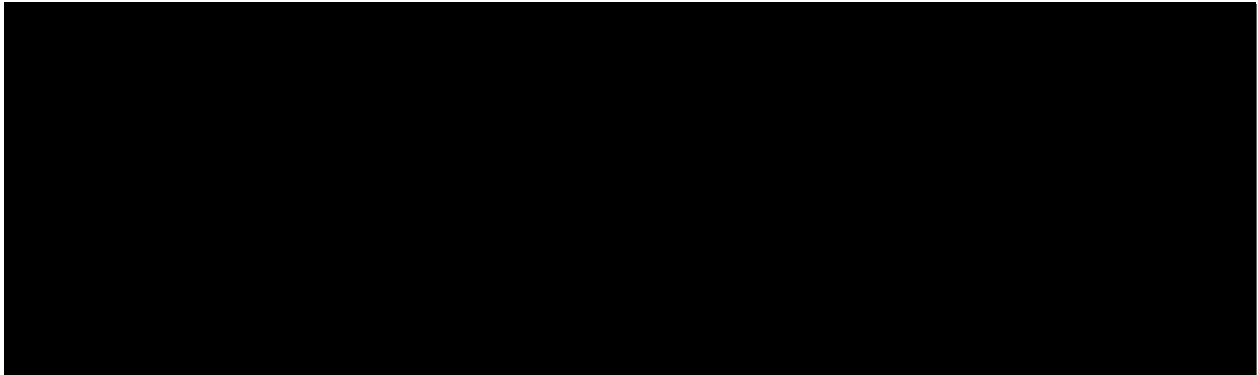
Traditions and Black Bear Winery desire to enter into a mutual understanding in which they work together to advance the goals of each organization;

The purpose of this Memorandum is to provide the framework for any future agreement regarding collaborative Cross Marketing and Promotion efforts.

Traditions and Black Bear Winery acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership to demonstrate financial, administrative and managerial commitment to Cross Marketing and Promotion efforts by means of the following individual services.

Cooperation

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Understanding


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The following Partners support the goals and objectives of the Cross Marketing and Promotion:

 Date: 5/21/14
Name: Matthew Walsh, Member
Traditions Resort and Casino

 Date: 5/21/14
Name:
Black Bear Winery



June 9, 2014

This Letter of Agreement (“LOA”) between Traditions Resort and Casino (“Traditions”) Traditions Resort and Conference Center, Johnson City, NY 13790 and Bright Horizons Family Solutions LLC 200 Talcott Avenue, Watertown, MA 02472 (“Bright Horizons”) is intended to operate as an interim agreement for Bright Horizons to provide information and consulting services to Traditions to assist Traditions in developing a proposal for the operation of a casino in the State of New York. Traditions is requesting that Bright Horizons provide detailed recommendations with respect to the development and operation of an on-site child care center at the proposed casino (the “Center”). In consideration of Traditions’ commitment that, in the event it is successful in its bid proposal, Bright Horizons shall be the child care service provider for such Center, Bright Horizons agrees to provide the following services and expertise at no additional consideration to Traditions:

- Determine the appropriate size and capacity of the Center;
- Compile proposed budgets for the capital, pre-opening and ongoing operational expenses of the Center;
- Formulate proposed tuition schedules based on market rates;
- Assist in editing Traditions’ bid proposal specific to its on-site childcare response.

Within thirty (30) days of Traditions’ selection as the successful bidder to operate the casino, Traditions agrees that it will enter into a definitive agreement with Bright Horizons for the development and operation of the Center, along with other mutually agreeable terms and conditions which will be negotiated in good faith and agreed between the parties. Bright Horizons’ subsequent development activities will include, but not be limited to, the following:

- Development of the Center’s curriculum and program of services;
- Consulting on the Center’s design, construction and furnishing;
- Providing guidance on the Center’s hours of operation;
- Advising on industry standard policies and procedures and licensing requirements; and
- Evaluating and compiling projections related to short-term and sustained demand for the Center’s services.

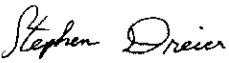
All materials prepared and information provided by either party in the course of the performance of this LOA shall be confidential and proprietary to the disclosing party. Each agrees not to disclose the other's confidential information to any third party without the other's express, written consent. The parties will protect all confidential information of the other in the same manner and with the same diligence as they protect their own, and each shall bear full responsibility for any wrongful disclosure to others by any of its employees or agents.

Bright Horizons' confidential and proprietary information includes all reports, studies, assumptions and formulas, demand assessments and tools, cost/benefit analyses and calculations, study findings, profit targets, projects and pricing methods. Bright Horizons shall retain full ownership interest in all data, analysis, reports and conclusions provided to Traditions during the project, which Traditions shall be obligated to hold in confidence and to which Bright Horizons will grant to Traditions the limited license to use solely for purposes of Traditions' bid proposal, as well as its internal purposes for circulation among those Traditions employees with a need to know for such purpose. Under no circumstances shall Traditions use the information developed by Bright Horizons for any other use than contemplated by this LOA.

We look forward to collaborating with Traditions on this exciting project.

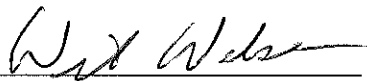
Very truly yours,

Bright Horizons Family Solutions LLC

By: 
Name: Stephen Dreier
Title: Chief Administrative Officer

Acknowledged and agreed to this 9th day of June, 2014.

Traditions Resort and Casino

By: 
Name: William Walsh
Title: Managing Partner

Memorandum of Understanding

May 5th, 2014

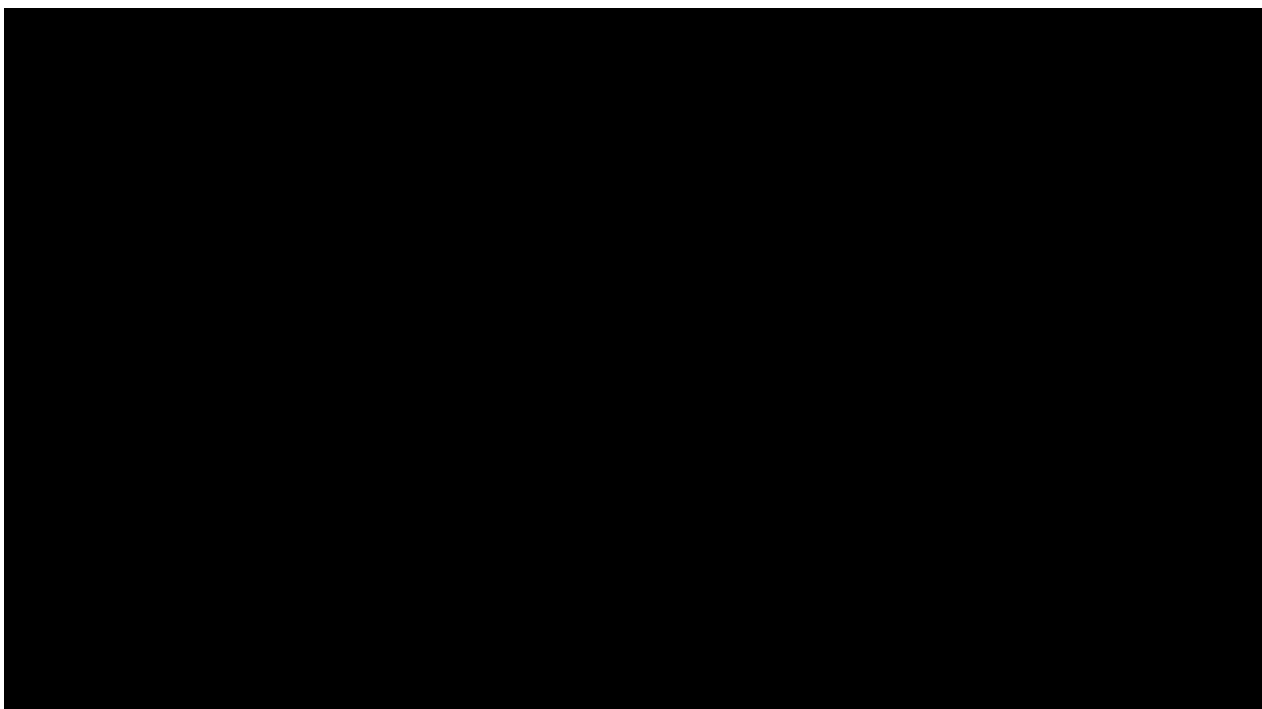
Traditions and SUNY Broome Community College desire to enter into an agreement in which they work together to advance the goals of each organization;

The purpose of this Memorandum is to provide the framework for both future Employment Affiliations for internships and employment opportunities and partnership in Promotional Efforts.

Traditions and SUNY Broome Community College acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership to demonstrate financial, administrative and managerial commitment to Employment Affiliation and Promotional Efforts by means of the following individual services.

Cooperation

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Understanding


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The following Partners support the goals and objectives of the Employment Affiliation and Promotional Effort:

 Date: 5/6/2014
Name: Matthew Walsh, Member
Traditions Resort and Casino

 Date: 5/6/2014
Name: Professor Rey C. Wojdat, Chairman
Hospitality Programs
SUNY Broome Community College

Memorandum of Understanding

May 23rd, 2014

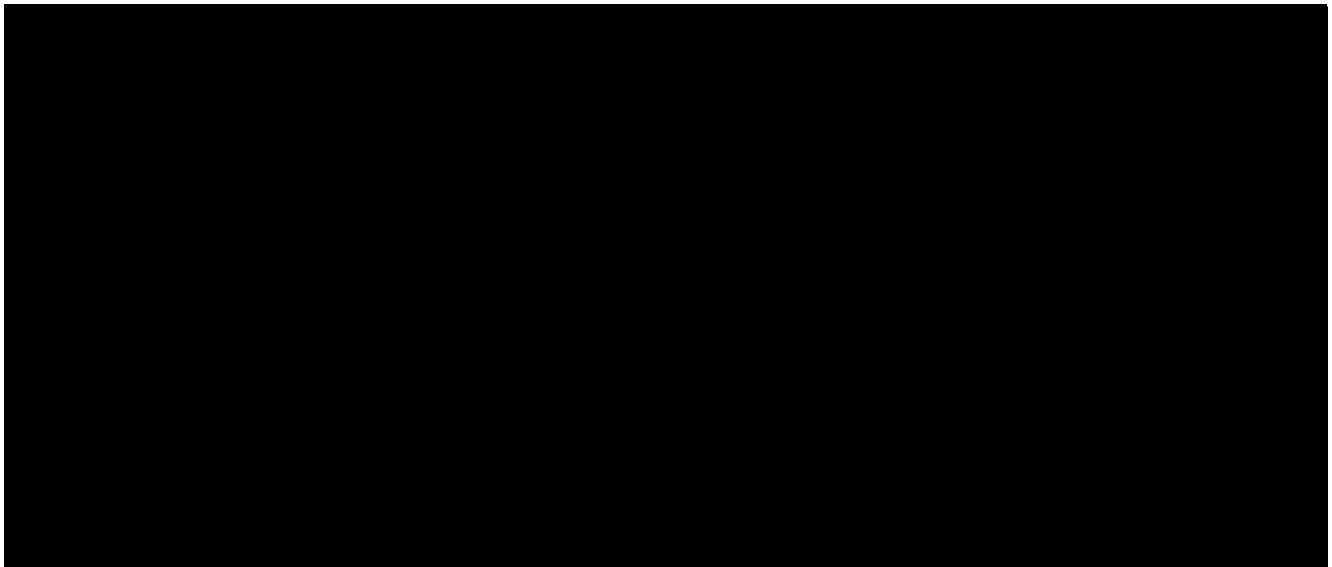
Traditions and *etwates Estate Vineyards*
(insert winery name) desire to enter into an agreement in which they work together to advance the goals of each organization;

The purpose of this Memorandum is to provide the framework for any future agreement regarding collaborative Cross Marketing and Promotion efforts.

Traditions and *alwabr Estate Vineyards*
(insert winery name) acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership to demonstrate financial, administrative and managerial commitment to Cross Marketing and Promotion efforts by means of the following individual services.

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- d. This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.
- e. This Memorandum will be effective upon the signature of both Partners.
- f. Promotions will in certain cases be dependent upon scheduling, the nature/genre of event(s), as well as other considerations. Advertising and other marketing spend dependent upon pre-determined marketing budget of operation.
- g. Any Partner may terminate its participation in this Memorandum by providing written notice to the other Partner.
- h. No liability will arise or be assumed between the Partners as a result of this Memorandum.

The arrangements made by the Partners by this Memorandum shall remain in place from January 01, 2015 until December 31, 2015. The term can be extended only by written agreement of all the Partners.

The following Partners support the goals and objectives of the Cross Marketing and Promotion:

X  Date: 6/2/14
Name: Matthew Walsh, Member
Traditions Resort and Casino

X  Date: 6/2/14
Printed Name: TED MARKS
Winery Name: DOMINIC FLOYD Winery