

Exhibit X.B.6 - Labor Harmony

Early in May of 2014, Traditions Resort and Casino, LLC initiated discussions with Unite Here, Local 150 representing hospitality industry workers in NYS. Following a meeting on May 6, 2014 with President Ann Marie Taliercio at Traditions Resort & Conference Center, we began the process of negotiating a labor peace agreement.

On May 8, 2014, we receive a proposal for an agreement from Ms. Taliercio to use as our labor peace agreement which she was presenting on behalf of Mr. Peter Ward and NY6.

Since May 8, 2014, we have had several conference calls and exchanged many email correspondences with Ms. Taliercio and Mr. Josh Gold representing NY6.

We have had two additional revisions of the agreement and most recently a conversation with Mr. Gold on June 23, 2014. As follow up to that call, we anticipated receiving an executable document from NYS with our last requested revisions. We have yet to receive this document or any further communication with Mr. Gold or Ms. Taliercio since this last call or a follow up email sent on June 26, 2014.

It is our intention to enter into a peace agreement with Unite Here, Local 150 / NY6 and maintain an agreement during the term of such license.

A copy of our most recent "redlined" version of the proposed agreement and email reply follows this page. As mentioned above, these outstanding issues were discussed on June 23, 2014 and we anticipated a resolution prior to the submission of the RFA.

From: John Hussar [john.hussar@traditionsresort.com]
Sent: Thursday, June 26, 2014 1:59 AM
To: 'Gold, Josh'
Cc: 'Ann MarieTaliercio'; 'Bill Walsh'
Subject: Following up

Josh,

I'm wrapping up the last components of our response to the RFA.

I'm not sure if you have made any progress.

I will be available on my cell (number below) throughout the day.

It is my intention if I do not hear from you by 4pm on 6/26/14 that I will be completing the RFA without an executed agreement and enclosing a narrative explaining where we are with negotiations including proof of our conversations and outcomes as documented in our email communications.

We remain committed to making this work as we discussed earlier in the week.

Thank you.

John

John J. Hussar
Project Manager

www.ThinkBigReallyBig.com

(607) 239-7428

AGREEMENT

AGREEMENT made this ___ day of ___ by and between the UNITEHERE Local 150 New York Hotel & Motel Trades Council, AFL-CIO Hotel Trades Council ("Union") and _____ Traditions Resort and Casino, and any affiliated or related entity, on its own behalf and on behalf of any current or future owner, of the Project and employer of Employees, defined below, as well as their respective successors or assigns of the below described project (collectively "Employer").¹

WHEREAS, Employer is in the process of developing a project which will involve hotel, gaming, food & beverage, and related amenities and facilities in the state of New York ("Project");

WHEREAS, should the Employer obtain a license to operate a casino in the Southern Tier Region of New York ("license");

WHEREAS, the parties wish to ensure that employees in the below described bargaining unit(s) have the opportunity to express their desire whether or not to be represented for purposes of collective bargaining in an atmosphere free from intimidation, restraint, coercion or discrimination; and

WHEREAS, the parties wish to resolve any disputes related to any organizing drive and representational issues amicably, without resort to litigation or proceedings before the National Labor Relations Board ("NLRB"), Courts, or other governmental agency; and

WHEREAS, the parties have exchanged good and valuable consideration the receipt of which is hereby acknowledged.

NOW THEREFORE, the parties agree as follows:

1. The bargaining unit(s) shall include all full and part-time employees at the project in the classifications or departments listed in Exhibit A, or any other departments or classifications performing similar work under another name, or any combination thereof sought by the Union ("Bargaining Unit"). The Bargaining Unit shall not include those employees specifically excluded in Exhibit A. The Bargaining unit shall not include any employees exclusively performing work at the existing Golf, Spa and 40 room hotel existing as of the execution date of this agreement, provided such existing facilities do not undergo substantial changes.

¹ The term "Employer" shall also include, but not be limited to, any person, firm, partnership, corporation, joint venture or other legal entity which substantially controls any Employer or is substantially under the control of: (a) any Employer entity; (b) one or more principal(s) of any Employer entity; or (c) a subsidiary or parent of any Employer entity.

Employer also agrees to ensure that any current or future operator, manager, concessionaire or subcontractor at the project employing Employees, defined below, will abide by and be bound by this Agreement at the project, defined below. Accordingly, as used in the body of this Agreement, the term "Employer" shall also include any such entity.

The Bargaining Unit employees shall be referred to as "Employees".

2. The parties acknowledge and agree that the Bargaining Unit(s) described herein constitute an appropriate unit will be defined within 90 days of receipt of the license.
3. The parties mutually recognize that the National Labor Relations Act ("NLRA") guarantees employees the right to form or select any labor organization to act as their exclusive representative for purposes of collective bargaining with their employer, or to refrain from such activity. Both the Union and Employer agree to respect the NLRA Section 7 rights of employees and neither party shall, or be required to, act in contravention of those rights.
4. Prior to the start of initial hiring, the Employer shall notify the Union of its intent to hire and the positions that it seeks to fill and the qualifications therefore. The Union may furnish applicants for the job vacancies specified by the Employer. The Union's selection of applicants for referral shall be on a non-discriminatory basis and shall not be based upon or in any way affected by membership in the Union or the Union's bylaws, rules, regulations, constitutional provisions, or any other aspects or obligation of Union membership policies or requirements, or upon personal characteristics of an applicant where discrimination based upon such characteristics is prohibited by law. Any interest demonstrated by an applicant in joining the Union shall not constitute grounds for discriminatory or disparate treatment nor adversely impact the applicant's ability to be hired by the Employer. The Employer shall be the sole judge of an applicant's suitability, competence and qualifications to perform the work of any job to be filled and shall not be precluded from interviewing or hiring applicants from any other source.
5. During organizing activity the Union shall not cause any disruption of work by the Employees or of operations at the Project, nor shall it cause or encourage any other entity to cause any picketing, strikes, slow downs, boycotts, demonstrations, rallies, handbilling, or other work stoppages at the Project and the Employer shall not lock out employees at the Project. This paragraph shall not apply to the adversely affected party in the event the other party fails to abide by any an award or decision of the Arbitrator within three (3) business days after issuance. This paragraph shall not apply to the Union in the event the Employer recognizes any other labor organization as the representative of any Employees.
6. The Employer specifically agrees that its supervisory employees, its agents and/or representatives will not act or make any statement that will directly or indirectly imply the Employer's opinion as to whether or not the employees should unionize or support any union or as to the reputation of any union or any of its officers. The Union and its representatives will not coerce or threaten any Employee in an effort to obtain authorization cards and will not act or make any statement that will directly or indirectly as to the reputation of the Employer or any of its

~~officers.~~

7. The Union will begin its organization of the employees at ~~any time upon~~following written notice to the Employer. The Union will be permitted to have its organizers or representatives enter the Project to meet with Employees during the Employees' non-working times (for example, before work, after work, and during shift changes, meals and breaks) in non-public areas of the Project (for example, meal rooms and locker room) and/or during such other periods and locations as the parties may mutually agree upon in writing. The Union will comply with appropriate, non-discriminatory security and regulatory requirements applicable to all employees when accessing the Project, provided such requirements may not be used to unreasonably deny or delay access.
8. Within seven (7) days following receipt of the above described written notice of intent to organize Employees, the Employer will furnish the Union with a complete list of such Employees including both full and part-time Employees, showing their job classifications and departments, work schedules, wage rates, benefits, and the home addresses and telephone numbers of all Employees. Thereafter, the Employer will promptly provide updated lists, upon request, to the Union for the duration of the organizing drive.
9. The Arbitrator shall conduct card counts to determine whether the Union has obtained valid cards from a majority of the Employees in the Bargaining Unit(s) designating the Union as their representative for purposes of collective bargaining ("Cards") and to certify the results of such card count in accordance with the procedure set forth herein.
10. At any time after the commencement date of the Union 's organizing effort, the Union may request that a card count be conducted by the Arbitrator. The Union shall initiate that process by advising the Employer in writing ("Notification Letter") that it represents a majority of the full-time and part-time employees employed by the Employer in the Bargaining Unit sought by it. The date of the Union's Notification Letter shall be the date ("Notification Date") used for purposes of determining the composition of the list of the names and the Employees to be furnished by the Employer to the Arbitrator.
11. At any time after the delivery of the Notification Letter by the Union to the Employer indicating its majority status, the Union shall notify the Arbitrator in writing that his services are requested for purposes of conducting a card count. ~~This count will occur within 90 days of the written notice of organization to the Employer.~~ The Union shall confirm to the Employer that the Arbitrator has retained jurisdiction of the card count proceeding. As soon as practicable thereafter, but in any event no later than seven (7) days after the date of the Union's written card count request made to the Arbitrator, the Union shall furnish to the Arbitrator the Cards it has obtained from the Employees, and the Employer shall furnish the Arbitrator the list containing the names, job classifications ~~and~~

~~social security numbers~~ of Employees employed as of the date of the Union's Notification Letter (with a copy to the Union) together with copies of official employment documents containing the signatures of each of the Employees (e.g. Forms 1-9, Form W4 or similar documents).

12. Within forty-eight (48) hours after his receipt of the documents described above, the Arbitrator shall conduct a card count by checking the Cards against the list of Employees and by comparing the Employees' names and signatures appearing on the Cards to the names and signatures appearing on the employment documents supplied to the Arbitrator by the Employer. At the conclusion of the card count, the Arbitrator shall inform the parties of the results of his count and shall certify in writing that either the Union has or has not been selected by a majority of eligible Employees as their collective bargaining representative. Both the Employer and the Union agree to abide by the determinations made by the Arbitrator regarding any challenges either to the validity of the Cards, the eligibility of Employees, the appropriateness of the unit and/or to the majority status of the Union.
13. If, after the conduct of the card count(s), the Union fails to be certified by the Arbitrator as the majority representative of the eligible Employees, this Agreement shall be deemed to continue in full force and effect, unless it is otherwise terminated in writing by mutual agreement of the parties. ~~the Union will immediately cease all organizing efforts. The Union and Employee will observe a "quiet period" lasting 3 years in which neither the Union or Employee will discuss anything with Employees regarding Organizing activities. This period will begin on the date of the card count. Following the "quiet period" the Union is welcome to again begin organizing activities following a written notice as discussed in section 6 of this agreement.~~
14. If the Union is certified as the majority representative, the Employer must recognize the Union and the Employer and the Union will promptly and expeditiously commence negotiations at a mutually agreeable time and place, for a collective bargaining agreement. In the event the parties are unable to promptly reach an agreement following certification by the Arbitrator, the parties agree that the Arbitrator may act as an interest arbitrator and resolve any disputes regarding the terms of the collective bargaining agreement. The arbitrator may consider, in addition to any other factors: 1) the Employer's financial ability; 2) size, location, and type of the Employer's operations; 3) cost of living as it affects the Employer's employees; and 4) ability of the employees, through the combination of wages, hours and benefits to earn a living wage to sustain themselves and their families.
15. The arbitrator referred to herein shall be the Office of the Impartial Chairperson ("Arbitrator") established in the Industry Wide Collective Bargaining Agreement ("IWA") between the Union and Hotel Association of New York City, Inc., who shall be guided by the rules of the IWA and the Office of the Impartial

Chairperson to the extent consistent herewith.

16. Any costs incurred by the parties in instituting proceedings before the Arbitrator, or defending against same, shall be the responsibility of the respective party.

Costs charged by the Arbitrator shall be shared and paid equally by the parties.

Comment [JJH1]: Shouldn't this be covered by the party who does not "win" the proceeding to reduce the number of claims and mediation without merit?

17. Any award or decision issued by the Arbitrator, written or otherwise, shall be final and binding upon the parties, and shall be enforceable in the United States District Court for the Southern District of New York.

18. All complaints, disputes or grievances arising between the parties hereto involving questions or interpretation or application of any clause of this Agreement or the matters discussed herein, or any acts, conduct or relations between the parties, directly or indirectly, which shall not have been adjusted by and between the parties involved shall be referred to the Arbitrator, and his/her decision shall be final and binding upon the parties hereto. Any questions regarding arbitrability, substantive, procedural, or otherwise, or regarding the Arbitrator's jurisdiction or authority, shall be submitted to the Arbitrator in accordance with this article

19. In addition to and without limiting any of the foregoing, the Employer and Union also agree that the Arbitrator shall be empowered to issue such remedial orders as are consistent with applicable NLRB standards or necessary to ensure the maintenance of the neutral environment and/or to penalize the Employer or the Union for violating their obligations hereunder or under the NLRA, including an order to bargain in accordance with applicable NLRB standards, or other injunctive relief, and/or monetary or punitive damages to either party.

20. With regard to this Agreement and any and all matters discussed herein, the parties knowingly and voluntarily waive the right to file any petitions, charges, objections, or complaints before any court or governmental agency, including, but not limited to, any petition, objection, or unfair labor practice charge before the Board, and agree that the Arbitrator shall be the exclusive forum in which to resolve any such dispute.

21. If any provision or portion of this Agreement is deemed invalid or unenforceable, it shall not affect the remainder of this Agreement and the parties shall promptly meet to negotiate substitute provisions, which effectuate the intent of the parties. Failing agreement the matter shall be submitted to the Arbitrator for final and binding resolution.

22. This Agreement shall be binding on the successor and assigns of the parties hereto, including, but not limited to, any concessionaire or subcontractor, or other entity which has or acquires an ownership, operational or management interest in the Project or to which the Employer sells, transfers, or assigns any right, title, or interest, in the Project ("Successor"). The parties acknowledge that failure to

affirmatively bind any such Successor shall result in irreparable harm to the non-breaching party. The Employer shall cause any such Successor to execute a Successor & Assign Agreement identical to this Agreement prior to and as a condition of any transfer cognizable hereunder and provide a copy of such to the Union (replacing the corporate names in the preamble with the name of such Successor). Further, no provisions, terms, or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer, or assignment of any party hereto or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the legal status, ownership, or management of any party hereto.

23. Unless mutually agreed to in writing by the parties, all terms of this Agreement, including, but not limited to, those relating to the provision of information, access and neutrality, shall continue uninterrupted until a collective bargaining agreement(s) covering all Employees employed by Employer is effective.

24. The parties hereto are fully authorized to enter into and execute this Agreement.

Agreed and Accepted:

Date:

Union

~~Ann Marie Talierecio~~~~Peter Ward~~
~~Peter Ward~~
~~Hotel Trades Council~~

| President

Authorized to sign

Employer

~~Name:~~ William Walsh

~~Title:~~ Owner

Authorized to sign

EXHIBIT A

Included: Hotel, Conference Center, Restaurant, Bar, Banquet, VLT, Casino, Slot Attendants, Cashiers (including booth and cage), Hard and Soft Count Employees, Change Persons, Carousel Attendants, Dealers, Hosts, Guest Service and Players' Club Representatives, Housekeeping, Cleaners, Front Service, PBX, Front Desk, Engineering, Maintenance, Reservations, Banquets, Room Service, Kitchen, Stewarding, Food and Beverage, Bar, Dining Room, Employee Cafeteria, Laundry, Valet, Parking, Coat Check, Shipping and Receiving, Business Center, Audio Visual, Health Club, Spa, Minibar, Security, and Concierge.

Excluded: Statutory supervisors, managers, and confidential employees.

From: John Hussar [john.hussar@traditionsresort.com]
Sent: Tuesday, June 03, 2014 6:36 PM
To: 'Ann MarieTaliercio'
Cc: 'Josh Gold'; 'Elizabeth Cartlidge'; 'Bill Walsh'; 'John Hussar'; 'John Dowd'
Subject: RE: Revised Agreement
Attachments: 140520PeaceAgreement6-1.docx

Ann Marie,

It was nice speaking with you this evening. As we discussed, we have set up a call for 10am on Wednesday. Please use the following call-in information:

Dial-in Number: (712) 432-1212
Meeting ID: 399-363-733

Bill and I are confirmed. We have not yet been able to get with Liza to confirm her participation. If we need to adjust this, I will let you know ASAP.

Our team did review the updated document and believe we are much closer.

To help us move along the process... we do have outstanding issues with three sections. (I have attached the most recent copy with your edits for reference.)

6.) We believe that any relationship requires mutual respect. With the first sentence defining this to the benefit of the Union, we believe the second sentence should be reciprocal on behalf of the employer. We would ask that the language we proposed be included. If this is unacceptable, we would ask you propose alternative language which meets the spirit of this section.

11.) As we discussed on our initial call, there needs to be a definitive period for organization. Members of our team have been on both sides of organizing efforts in various industries and roles. Even with the best of intentions, these activities can be distracting and may deter employees and ultimately the organization from fulfilling their mission. Again, if this language is unacceptable, we would ask you propose alternative language which meets the spirit of this concept.

13.) Very similar to section 11, we would ask that this process be defined into a specific interval followed by a cooling off period. We are open to the organizational process, but similar to a vote at a corporate board meeting, when the question is called, a vote is taken, and the decision is made, the business moves forward. As we shared on our initial call, we have seen firsthand how pressure and coercion can swing a vote and we don't want to create an environment where this happens from the side of the employees organizing or the employer. One more time... if this language is unacceptable, we would ask you propose alternative language which meets the spirit of this concept.

We are willing to negotiate these items, but simply striking them out is not an option for us.

I am available this evening or we can talk about this further on Wednesday.

Thanks once again, talk with you soon.

John

John J. Hussar
Project Manager

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(607) 239-7428

-----Original Message-----

From: Ann Marie Taliencio [mailto:herelocal150@igc.org]
Sent: Tuesday, June 03, 2014 6 :15 PM
To: John Hussar
Subject: Revised Agreement

Talk to you 10 AM tomorrow. Ann Marie

-----Forwarded Message-----

>From: "Gold, Josh" <jgold@nyhtc.org>
>Sent: Jun 3, 2014 4:32 PM
>To: Ann Marie Taliencio <herelocal150@igc.org>
>Subject: RE: 3:30 call Wed

>
>Attached is a revised agreement. We should discuss before you send it over.

>
>-----
>From: Ann Marie Taliencio [herelocal150@igc.org]
>Sent: Tuesday, May 20, 2014 10:43 AM
>To: John Hussar
>Cc: Gold, Josh
>Subject: RE: 3:30 call Wed

>
>Thank you.

>
>
>Sent from Samsung
>Mobile[cid:__storage_sdcard0__EmailTempImage_0000_signature_handWriting
>_1368577217448_png@sec.galaxytab]Ann Marie Taliencio, President
>UNITEHERE Local 150, AFL-CIO CNY Labor Federation, AFL-CIO
>615 West Genesee Street
>Syracuse, NY 13204
>315-415-2735

>
>
>----- Original message -----

>From: John Hussar
>Date:05/20/2014 9:20 AM (GMT-05:00)
>To: 'Ann Marie Taliencio'
>Cc: 'Josh Gold' , 'John Hussar'
>Subject: RE: 3:30 call Wed

>
>Ann Marie & Josh,
>
>Attached is a redline version of your document based on input from our team.
>
>We look forward to working through this with you on Wednesday.
>

>Thanks,
>
>John
>
>John J. Hussar
>Project Manager
>
>www.ThinkBigReallyBig.com
>(607) 239-7428
>
>-----Original Message-----
>From: Ann MarieTaliercio [mailto:herelocal150@igc.org]
>Sent: Monday, May 19, 2014 5:14 PM
>To: John Hussar
>Cc: Josh Gold
>Subject: 3:30 call Wed
>
>John,
>Thank you for setting up the conference call for Wednesday May 21st at 3:30 with 'Voice Call
IN'.
>If you get the draft of the discussion points finished ahead of time please forward me a
copy.
>
>VOICE CALL IN - (513) 228-9039
>Room ID - 506781
>Meeting PIN: 911
>
>Thank You.
>Ann marie
>
>-----Original Message-----
>>From: John Hussar <john.hussar@traditionsresort.com>
>>Sent: May 19, 2014 11:15 AM
>>To: 'John Hussar' <john.hussar@traditionsresort.com>, 'Ann
>>MarieTaliercio' <herelocal150@igc.org>
>>Subject: RE: anytime after 2:30
>>
>>Sorry - We need to change the time to 3:30pm.
>>
>>Thanks!
>>
>>John
>>
>>John J. Hussar
>>Project Manager
>>
>>www.ThinkBigReallyBig.com
>>(607) 239-7428
>>
>>
>>-----Original Message-----
>>From: John Hussar [mailto:john.hussar@traditionsresort.com]
>>Sent: Monday, May 19, 2014 11:09 AM
>>To: 'Ann MarieTaliercio'
>>Subject: RE: anytime after 2:30
>>
>>Ann Marie,

>>
>>Wednesday works for us at 2:30pm.
>>
>>I have set up a call for us:
>>
>>VOICE CALL IN - (513) 228-9039
>>
>>Room ID - 506781
>>
>>Meeting PIN: 911
>>
>>I am working to get you a draft of what we think needs to be included or changed before we talk.
>>
>>Talk to you soon.
>>
>>
>>John
>>
>>John J. Hussar
>>Project Manager
>>
>>www.ThinkBigReallyBig.com
>>(607) 239-7428
>>
>>-----Original Message-----
>>From: Ann Marie Taliencio [mailto:herelocal150@igc.org]
>>Sent: Monday, May 19, 2014 10:41 AM
>>To: John Hussar
>>Subject: anytime after 2:30
>>
>>John, On Wednesday, May 21st anytime after 2:30 is good for Josh Gold
>>and myself to conference call with you...let me know what time works
>>...ALSO I just realized I don't have conference call capacity and Josh
>>will be out of his office too...will you be able to initiate it?
>>Otherwise I'll figure something out. Let me know the time first.
>>Thanks. Ann Marie
>>
>>Ann Marie Taliencio, President
>>UNITEHERE Local 150, AFL-CIO
>>CNY Area Labor Federation, AFL-CIO
>>615 West Genesee Street
>>Syracuse, NY 13204
>>Cell: (315)415-2735
>>
>>