

## CROSS MARKETING MEMORANDUM OF UNDERSTANDING

This Cross Marketing Memorandum of Understanding (the "Agreement") is entered into as of the 7<sup>TH</sup> day of JUNE, 2014 (the "Effective Date"), by and between MUSEUM VILLAGE located at 1010 ROUTE 17M, MONROE, NY 10950 ("Business") and OCCR Enterprises, LLC (the "Casino") (Business and the Casino are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties").

### RECITALS

**WHEREAS**, the New York Gaming Facility Location Board's Request for Applications to Develop and Operate a Gaming Facility in New York State (the "RFA") has been enacted in part to protect and promote area businesses and organizations related to expanded gaming activities in the state of New York;

**WHEREAS**, the Business actively sells products or services in the region and employs citizens from the state of New York;

**WHEREAS**, the Casino is in the process of preparing and submitting an application with the New York State Gaming Commission (the "Commission") for a gaming resort license to operate the proposed facility in Orange County (the "Casino Site");

**WHEREAS**, the Casino's proposed facility will provide a complementary entertainment option in the region for customers of the Business; and

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

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

### AGREEMENTS

- The Casino 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 gaming operations. Following commencement of gaming operations, the parties will review the strategy in good faith on an annual basis.

- To the extent the Casino 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 Casino, terms of which will be negotiated between the Casino and the Business. Loyalty point redemption ratios will be at the Casino's sole discretion.
- The Casino and the Business may collaborate on mutually agreed upon promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by Business customers to the Casino and visitation by Casino customers to the Business.
- The parties will make other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between the Casino and the Business.


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

BUSINESS NAME MUSEUM VILLAGE

By: MICHAEL SOSLER  
Its: EXECUTIVE DIRECTOR



OCCR ENTERPRISES, LLC

By:   
Its: MR PARTNER