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 Resorts World Hudson Valley 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.
- 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.
- 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.
- 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 26th day of June 2014 (the "Effective Date"), by and between Robbino Family Vineyards, LLC located at 714 Fullway Rd, New Paltz, NY 12561 ("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:

- List Products/Services: NY Wine, Live Music

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.

NAME: [Signature]
By: [Name]
Its: [Title]

RW ORANGE COUNTY LLC
By: [Signature]
Its: [Title]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 26th day of June, 2014 (the "Effective Date"), by and between Happy Company, located at 31 Dallas Pl., Beacon, NY 12508 ("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:

- List Products/Services: Retail Goods

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.

NAME: [Signature] Company Wines LLC

By: [Signature]

Its: [Signature]

RW ORANGE COUNTY LLC

By: [Signature]

Its: [Signature]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June, 2014 (the "Effective Date"), by and between [Company Name] located at [Address] ("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:

- List Products/Services: Telephones, Computers and Copiers

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.

NAME:  [Signature]

By:  [Signature]

Its:  [Position]

RW ORANGE COUNTY LLC

By:  [Signature]

Its:  [Position]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 26th day of June, 2014 (the "Effective Date"), by and between Hudson Valley Construction Group located at 2713 Rte 17 M, New Hampton, 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:

- List Products/Services: Interior Build-out (Hudson Valley Kitchen Design) & Remediation & Restoration Services (Hudson Valley DKI)

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.

NAME: Hudson Valley Contracting Group
By: James Brown
Its: [Signature]

RW ORANGE COUNTY LLC
By: [Signature]
Its: [Signature]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 26th day of June, 2014 (the "Effective Date"), by and between Brid's Closet located at 296 Main Street Cornwall NY 12518 ("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:

• List Products/Services: Tarot cards/ readings, Crystals, Incense, Herbs, Oils, Jewelry, Drums, Candles & more

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, "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.

NAME: [Signature] Brid's Closet

By: 
Its: 

RW ORANGE COUNTY LLC

By: 
Its: 
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25 day of June __, 2014 (the "Effective Date"), by and between Ian Marcus / Hudson Valley Advertising located at PO Box 573, Rock Hill, NY 12775 ("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:

- List Products/Services: Graphic, Advertising, Web & Print Design and Social Media Consulting & Management

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.

NAME: [Signature]

By: __________________________

Its: __________________________

RW ORANGE COUNTY LLC

By: __________________________

Its: __________________________
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June, 2014 (the "Effective Date"), by and between Travel Inn located at 23541 W. 25th St., Byram (the "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: Hotel Accomodations and Live Music Entertainment

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  Travel Jun

By: Vikram Kapoor

Its: ______________________

RW ORANGE COUNTY LLC

By: ______________________

Its: ______________________
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the “Agreement”) is entered into as of the 25th day of June, 2014 (the “Effective Date”), by and between _______________ located at _______________ and _______________ (the “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 Proposals 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:

- List Products 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.

NAME: Shawn Hubben
By: ANUBAE LLC
Its: [Signature]

RW ORANGE COUNTY LLC
By: _______________
Its: _______________
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 Brotherhood, America’s Oldest Winery located at 100 Brotherhood Plaza Drive, Washingtonville, NY 10992 ("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:

- List Products/Services: Wine

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. 2

· 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.

NAME: Brotherhood, America’s Oldest Winery

By: LHerman Donoso

Its: President

RW ORANGE COUNTY LLC
By: 

Its: 


CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the __th day of June, 2014 (the "Effective Date"), by and between MILLSPAUGH FURNITURE located at 52 Main Street, Walden, NY 12586 ("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 FURNITURE, FURNISHINGS, BEDDING AND FURNITURE & DECORATION RELATED ACCESSORIES AND SPECIALTY ITEMS:

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.

MILSPAUGH FURNITURE

By: [Signature]

Its: [Signature]

RW ORANGE COUNTY LLC

By: ____________________________

Its: ____________________________
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 26th day of June, 2014 (the "Effective Date"), by and between Christopher Jacobs, located at 336 Crawford St, Port Washington, 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:

- List Products/Services: Vineyard & Winery Tourism/Events

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.

NAME: Christopher Jacobs Winery at Fennings Vineyard, LLC.
By: Monica Fennings
Its: Owner

RW ORANGE COUNTY LLC
By: __________________
Its: ___________________
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 26th day of June, 2014 (the "Effective Date"), by and between [Business Name] located at [Address] ("Business") and [Resort Name] 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:

- List Products/Services: [Property]

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.

NAME: Pennings Visions

By: Chris Pennings

Its: Owner

RW ORANGE COUNTY LLC

By: ...

Its: _________________
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 22 day of June, 2014 (the "Effective Date"), by and between Knapp Consultants, located at 469 E 17th St., Suite 1, Rockland, 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:

- List Products/Services: Recruiting & Staffing

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.

NAME: Knopp Consultants, Inc

By: Chris Reunings
Its: Dir. of Operations

RW ORANGE COUNTY LLC

By: ________________
Its: ________________
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 28th day of June, 2014 (the "Effective Date"), by and between [Business1], located at [Address1]("Business") and [Business2], located at [Address2]("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:

- List Products/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.

NAME: ____________________________

By: _______________________________
Its: ______________________________

RW ORANGE COUNTY L.L.C

By: _______________________________
Its: ______________________________
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 31st day of June, 2014 (the "Effective Date"), by and between [Location of 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:

- List Products/Services: Landscaping, Installations, Printing, Decorative Stakes

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.

NAME: [Signature]
By: [Signature]
Its: [Position]

RW ORANGE COUNTY LLC

By: __________________________
Its: __________________________
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 26th day of June, 2014 (the "Effective Date"), by and between XRoads Consulting located at 36 Thorns Lane, Highland, 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:

- List Products/Services: Business and Management Consulting 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.

NAME: 

By: 
Its: 

RW ORANGE COUNTY LLC

By: 
Its: 
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 22nd day of June, 2014 (the "Effective Date"), by and between THE LYNX AT RIVERBEND located at 87 NEVERSINK DR, PORT TOWNsend (the "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:

- List Products/Services: Golf

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.

NAME: Charles Saner

By: ________________
Its: ________________

RW ORANGE COUNTY LLC

By: ________________
Its: ________________
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the ___ day of ___ 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: [Signature]
Its: [Title]

RW ORANGE COUNTY LLC
By: [Signature]
Its: [Title]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 20 day of __________, 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: [Signature]
Its: [Title]

RW ORANGE COUNTY LLC
By: ________________
Its: ________________
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 26th 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: [Signature]
Its: [Title]

RW ORANGE COUNTY LLC
By: [Signature]
Its: [Title]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th 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: [Signature]
Its: [Signature]

RW ORANGE COUNTY LLC
By: 
Its: 

CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 20th day of January, 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: __________________________

Its: __________________________

RW ORANGE COUNTY LLC

By: __________________________

Its: __________________________
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June, 2014 (the "Effective Date"). by and between Allied Excavating located at 11 Waterbury Rd, 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 market and promote local 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:

- Excavating Contractor

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 consideration 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 rates 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.
This Agreement shall be nonbinding on the parties.

In Witness Whereof, the Parties have executed this Agreement on the date first set forth above.

NAME: Brent Majewski VP Allied Excavating Inc

By: [Signature]

RW ORANGE COUNTY LLC

By: ____________________________

[Signature]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June, 2014 (the "Effective Date"), by and between W A R W I C K V A L L E Y W I N E S, located at 260 South Street, Warwick, N Y 10971 ("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:

- List Products/Services: W I N E, C I D E R, S P I R I T S

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.

NAME: Warwick Valley Winery

By: [Signature]

Its: [Signature]

RW ORANGE COUNTY LLC

By: [Signature]

Its: [Signature]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June, 2014 (the "Effective Date"), by and between Carol Maple, Interior Landscape, located at PO Box 726, Middlesex, N.J. 08846, ("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:

- List Products/Services: Interior Landscape, Plant Maintenance, Design

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.

NAME: Carol Maloney Interior Landscaping

By: Carol Maloney-Carriozzo

Its: Owner/President

RW ORANGE COUNTY LLC

By: ________________

Its: ________________
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 28th day of June, 2014 (the "Effective Date"), by and between Newburgh Brewing Company located at 88 S Coben St, Newburgh, NY 12550 ("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:

- List Products/Services: beer

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.

NAME: Newburgh Brewing Company

By: [Signature]

Its: [Signature]

RW ORANGE COUNTY LLC

By: ________________

Its: ________________
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 23rd day of June, 2014 (the "Effective Date"), by and between Hudson Valley Sales Training, LLC, located at 81 Horton Rd., Washingtonville, NY 10992 ("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 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:

- List Products/Services: Organizational training and consulting; sales & customer 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 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.
• A major capital investment from a tax-paying entity is needed to revolutionize the business community here in the Town of Montgomery while reducing the tax burden on our residents.

Resorts World Hudson Valley will energize our local economy. We urge you to, please, grant Resorts World Orange County LLC the ability to re-build the local economy of Montgomery and the surrounding Hudson Valley area.

Sincerely,

[Signature]

Debra Pearlman - President

Hudson Valley Sales Training, LLC
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June, 2014 (the "Effective Date"), by and between Helicopter Flight Services located at Linden, N.J., Linden, N.J. ("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:

- List Products/Services: Helicopter Charters and Other Flight 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.

NAME: Helicopter Flight Sources

By: Michael Cresson
Its: __________________________

RW ORANGE COUNTY LLC

By: _______________________
Its: _______________________

CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25 day of June, 2014 (the "Effective Date"), by and between ________ located at ___________ ("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:

- List Products/Services: Maintenance 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.

NAME: Swing Bridge Marina
By: Michael Croissant
Its: 

RW ORANGE COUNTY LLC
By:
Its:
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 26th day of June, 2014 (the "Effective Date"), by and between Vinne Marina Sports located at 630 Little Britain Road, N. Adams, MA ("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:

- List Products/Services: **SIGNAGE**

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.

NAME: Vincent Farina

By: Vincent Farina
Its: 6-26-14

RW ORANGE COUNTY LLC

By: ______________________
Its: ______________________
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 24th day of June, 2014 (the "Effective Date"), by and between Sec & Sound located at 64 Duncan Ave Cornwall on Hudson 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:

- List Products/Services: Security Cameras, Fire Alarm, Burglar Alarm

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.

NAME: Daniel T Mahoney
By: 
Its: President

RW ORANGE COUNTY LLC
By: 
Its: 


CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 24th day of June, 2014 (the "Effective Date"), by and between [Business Name] located at [Address] ("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:

- List Products/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.

NAME: [Signature]
By: [Signature]
Its: [Signature]

RW ORANGE COUNTY LLC
By: [Signature]
Its: [Signature]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the __ day of June, 2014 (the "Effective Date"), by and between ______________________ located at ______________________ ("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:

- List Products/Services: __________

Promotional_Wisoli_therapy_photography

video_training__photography

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.

NAME: Provine Howe

By: 
Its: 

RW ORANGE COUNTY LLC

By: 
Its: 
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June, 2014 (the "Effective Date"), by and between Aubic Information Packaging, located at 108 Squire Hill, Cornwall, NY 12518 ("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:

- List Products/Services: Commercial Printing, Promotions, Ad Specialties

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.

NAME: [Signature]
By: [Signature]
Its: [Signature]

RW ORANGE COUNTY LLC
By: [Signature]
Its: [Signature]
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 Smirkery Realty located at 210 Main St., Commack, N.Y. 11725 ("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:

- List Products/Services: Real Estate Sales & rentals

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.

NAME: Smidgeen Realty Inc.
By: Ellen Smidgeen Kelly
Its: Officer

RW ORANGE COUNTY LLC

By: ________________
Its: ________________
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 Birthcliff Technologies, located at 198 Willow Ave Cornwall, N.Y. ("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:

- List Products/Services: Outside IT, Maintain computers, networks and servers

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.

NAME: [Signature]

By: Fred Lewis
Its: CTO

RW ORANGE COUNTY LLC

By: ____________________________
Its: ____________________________
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 24th day of June, 2014 (the "Effective Date"), by and between ELC Equipment located at 198 Willow Ave Cornwall, 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:

- List Products/Services: Computer Hardware, Software and Supplies

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.

NAME: [Signature]

By: Fred Lewis
Its: President

RW ORANGE COUNTY LLC

By: [Signature]
Its: [Signature]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 24th day of June, 2014 (the "Effective Date"), by and between GIFTWORKS, LLC located at CORNWALL ON HUDSON, 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:


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.

NAME: [Signature]
By: [Signature] ANGELA CALABRO
Its: [Signature] Owner

RW ORANGE COUNTY LLC

By: [Signature]
Its: [Signature]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 34th day of June, 2014 (the "Effective Date"), by and between NEW YORK EYEWEAR located at 47 No. Plank Rd, 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:

- Presciption
- List Products/Services: EyeWear, Vision Care, Safety Glasses, Optural Goods and Fabrication, Eye Exams, Contacts

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.

NAME: 
By: Deanne D. Brady
Its: Owner

RW ORANGE COUNTY LLC

By: ____________________
Its: ____________________
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 24th day of June, 2014 (the "Effective Date"), by and between Fresh Cmmercial located at 285 Main Street ("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:

- List Products/Services: Cafe / Food & 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 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.

NAME: HEATHER WIEACK
By: VILLAGE OF COT
Its: 

OWNERS
FRESH CAFE

RW ORANGE COUNTY LLC
By: 
Its:
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June, 2014 (the "Effective Date"), by and between ___ located at ______ and RW Orange County LLC (the "Business") and 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:

- List Products/Services: Office Environment & Furnishings

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.

NAME: [Signature]
By: [Signature] 
Its: [Signature] 

RW ORANGE COUNTY LLC

By: [Signature] 
Its: [Signature]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 24th day of June, 2014 (the "Effective Date"), by and between TAXDEBT.COM, located at 341 Quassuck Ave, New Windsor, NY (the "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:

- List Products/Services: **TAX PREPARATION + CONSULTING 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.

NAME: TAXDEBT.COM INCORPORATED

By: [Signature]
Its: [Signature]

RW ORANGE COUNTY LLC

By: [Signature]
Its: [Signature]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June, 2014 (the "Effective Date"), by and between AK Speed Inc., located at 164 State St. Poughkeepsie, NY 12601 ("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:

- List Products/Services: Document Shredding 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.

NAME: ____________________________

By: ________________________________

Its: ________________________________

RW ORANGE COUNTY LLC

By: ________________________________

Its: ________________________________
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June, 2014 (the "Effective Date"), by and between Destination Dreamz located at 11 Amy Ln, New Windsor 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:

- List Products/Services: Travel Advisor

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.

NAME: Christine Hull
By: [Signature]
Its: Travel Advisor

RW ORANGE COUNTY LLC
By: 
Its: 


CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June, 2014 (the "Effective Date"), by and between Tracking Systems INC. located at 543 Hill Ave, Montgomery, NY 12545 ("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:

- List Products/Services: GPS Tracking 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.

NAME: Robert H. Bloomfield

By: ______________
Its: ______________

RW ORANGE COUNTY LLC

By: ______________
Its: ______________
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 05 day of June, 2014 (the "Effective Date"), by and between AUTOLOGIC IT located at 224 S. Plank Rd, Newburgh, NY 12550 ("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:

- List Products/Services: EMBROIDERY, SCREENPRINTING, PROMOTIONAL 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 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.

NAME: Brenda Otto
By: [Signature]
Its: [Title]

RW ORANGE COUNTY LLC

By: [Signature]
Its: [Title]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June, 2014 (the "Effective Date"), by and between ATLAS SECURITY SERVICES INC located at 2002 BRITT 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 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:

- List Products/Services: Security Guards / PatROLS / VIP Protection / INVESTIGATIONS

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.

NAME: Scott F. Perez

By: ______________________
Its: Vice President

RW ORANGE COUNTY LLC

By: ______________________
Its: ______________________
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 6-25-14 day of June, 2014 (the "Effective Date"), by and between [Name of Business] located at 124 Fairview Street, Middlebury, VT 05753 ("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:

- List Products/Services: Tile Bathroom Kitchen

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.

NAME: Juan Vasquez
By: Juan Vasquez
Its: Dater

RW ORANGE COUNTY LLC

By: ______________________
Its: ______________________
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June, 2014 (the "Effective Date"), by and between Vis\y\nlocated at 34 Continental Dr New Windsor, 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:

- List Products/Services: Renewable Energy

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.

NAME: Brandon Karas
By: [Signature]
Its: [Signature]

RW ORANGE COUNTY LLC

By: [Signature]
Its: [Signature]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June, 2014 (the "Effective Date"), by and between Hudson Valley Electrical located at 418 Forbush Park ("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:

- List Products/Services: Electrical Contractor

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.

NAME: THOMAS R. SKEAN
By: 
Its: OWNER

RW ORANGE COUNTY LLC
By: 
Its: 

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CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June, 2014 (the "Effective Date"), by and between DR. JEROME WITTNER located at 5 CATALPA ROAD, NEUQUEN, 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:

- List Products/Services: Chiropractic 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.

NAME: DR. JEROME WITTNER

By: __________________________
Its: __________________________

RW ORANGE COUNTY LLC

By: __________________________
Its: __________________________
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June __, 2014 (the "Effective Date"), by and between Heartland Payment Systems, located at 20 Martin Rd, Pleasant Valley 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:

- List Products/Services: credit card processing, payroll processing

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.

NAME: Valorie Torino

By: __________________________
Its: Relationship mgr.

RW ORANGE COUNTY LLC

By: __________________________
Its: __________________________
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June, 2014 (the "Effective Date"), by and between SHEILA PEARL located at 75 BROADWAY, NEWBURGH ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred 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:

- List Products/Services: Life + Relationship Coaching

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.

NAME:  

By:  

Its:  

RW ORANGE COUNTY LLC

By:  

Its:  


CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June, 2014 (the "Effective Date"), by and between Ellen Allen Staffing located at 28 Academy St. Freehold, NJ ("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:

- List Products/Services: Temporary Staffing Process Outsourcing

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.

NAME: [Signature]

By: [Signature]

Its: [Signature]

RW ORANGE COUNTY LLC

By: [Signature]

Its: [Signature]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25 day of June, 2014 (the "Effective Date"), by and between Visual Concepts Photography located at 49 Morel Dr. ("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:

- List Products/Services: Photography & Design 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.

NAME: Jeremy Landolt
By: ____________________________
Its: ____________________________

RW ORANGE COUNTY LLC

By: ____________________________
Its: ____________________________
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June, 2014 (the "Effective Date") by and between Dover 000 000 000 located at 2840 Live View Dr ("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:

- List Products/Services: Food, Drink, 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 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.

NAME: [Signature]

By: [Signature]

Its: [Signature]

RW ORANGE COUNTY LLC

By: [Signature]

Its: [Signature]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25 day of June, 2014 (the "Effective Date"), by and between [ITC] located at [101 Little Borden Rd, Walden] ("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:

- List Products/Services: [Voice & Data Cabling, Paging, Communications, etc.]

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.

NAME: [Signature]
By: [Signature]
Its: [Signature]

RW ORANGE COUNTY LLC
By: [Signature]
Its: [Signature]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June, 2014 (the "Effective Date"), by and between Christopher Carter Consulting, located at C. Clemente Dr., New Windsor, NY 12553 ("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:

- List Products/Services: Computer and Network 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.

NAME: Christopher W. Carter
By: [Signature]
Its: [Signature]

RW Orange County LLC
By: [Signature]
Its: [Signature]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25 day of June, 2014 (the "Effective Date"), by and between Site Choice Kleenix, Inc located at 7 Marion Court Middletown, N.Y. 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:

- List Products/Services: Cleaning, Janitorial Products, Consulting, Training

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.

NAME:  

By:  
Its:  

RW ORANGE COUNTY LLC

By:  
Its:  

CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June, 2014 (the "Effective Date"), by and between FSC GALLERY located at 967 Route 207, New Windsor ("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:

- List Products/Services: Employee Awards, Plaques, Engraving, Gifts, Engrave Your Logo on Products, Gift Shop

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.

NAME: BRUCE COHEN

By: BRUCE COHEN

Its: PARTNER

RW ORANGE COUNTY LLC

By: 

Its: 

CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 23rd day of June, 2014 (the "Effective Date"), by and between Newalden Envelope located at 1720 Rt 303, Newburgh, NY 12550 ("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:

- List Products/Services: Business Cards, letterhead, envelopes, flyers, banners & posters - all things printed.

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.

NAME: Amy Stillwagon
By: Amy Stillwagon
Its: Sales Manager

RW ORANGE COUNTY LLC

By: ______________________
Its: ______________________
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 23rd day of June, 2014 (the "Effective Date") by and between Osiris Country Club located at 110 Country Club Rd. Walden 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 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.

GOLF COURSE NAME:

OSIRIS COUNTRY CLUB

By: [Signature]

Its: Owner

RW ORANGE COUNTY LLC

By: [Signature]

Its: [Signature]
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 Brid's Closet located at 230 Main Street Cornwall NY 12518 ("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:

- List Products/Services: Tarot cards/ readings, Crystals, Incense, Herbs, Oils, Jewelry, Drums, Candles & more

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.

NAME: [Signature] Brid's Closet

By: ____________________________
Its: ____________________________

RW ORANGE COUNTY LLC

By: ____________________________
Its: ____________________________
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25 day of June _, 2014 (the "Effective Date"), by and between Ian Marcus / Hudson Valley Advertising located at po box 573, Rock Hill, NY 12775 ("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:

- List Products/Services: Graphic, Advertising, Web & Print Design and Social Media Consulting & Management

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.

NAME: 

By: 
Its: 

RW ORANGE COUNTY LLC

By: 
Its: 

CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June, 2014 (the "Effective Date"), by and between __________________________ located at __________________________ ("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: Hotel Accommodations and Live Music Entertainment

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  Travel Inn  
By: Vikram Sapador
Its:  

RW ORANGE COUNTY LLC  
By: [Signature]  
Its: [Signature]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the “Agreement”) is entered into as of the 25th day of January, 2014 (the “Effective Date”), by and between [Business Name], located at [Address] (the “Business”) and [Resort Name], located at [Address] (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 enacted 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:

- List Products Services: [List Products 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.

NAME: SHAWN HUBBELL

By: AMURAB LLC

Its: [Signature]

[Signature]

RW ORANGE COUNTY LLC

By: [Signature]

Its: [Signature]
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 Brotherhood, America's Oldest Winery located at 100 Brotherhood Plaza Drive, Washingtonville, NY 10992 ("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:

- List Products/Services: Wine

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. 2

· 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.

NAME: Brotherhood, America's Oldest Winery

By: L. Hernan Donoso

Its: President

RW ORANGE COUNTY LLC
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the __th day of June, 2014 (the "Effective Date"), by and between MILSPAUGH FURNITURE located at 52 Main Street, Walden, NY 12586 ("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 FURNITURE, FURNISHINGS, BEDDING AND FURNITURE & DECORATION RELATED ACCESSORIES AND SPECIALTY ITEMS:

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.

MILLSPAUGH FURNITURE

By: [Signature]
Its: [Name]

RW ORANGE COUNTY LLC

By: [Signature]
Its: [Name]
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 Christopher Jacobs, located at 336 Crawford St., Purchase, NY, and RW Orange County LLC (the "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:

- List Products/Services: Vineyard & Winery tourism/events

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.

NAME: Christopher Jacobs Winery at Penning's Vineyard, LLC.

By: Monica Penning
Its: Owner

RW ORANGE COUNTY LLC

By: [Signature]
Its: [Signature]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 26th day of June, 2014 (the "Effective Date"), by and between Primos Vision LLC located at 969 Rt 17k, Suite 4, Rock Town NY, 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:

- List Products/Services: Residential Properties

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.

NAME: Pennings Visions

By: Chris Pennings
Its: Owner

RW ORANGE COUNTY LLC

By: [Signature]
 Its: [Signature]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 22 day of June, 2014 (the "Effective Date"), by and between Knap Consultants, located at 469 Ft. 17 K. Suite & Rockapon, 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:

- List Products/Services: Recruiting & staff

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.

NAME: Kapp Consultants, Inc
By: Chris Pennings
Its: Dir. of Operations

RW ORANGE COUNTY LLC
By: [Signature]
Its: [Title]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 1st day of June, 2014 (the "Effective Date"), by and between [Company 1], located at [Address 1], and [Company 2], located at [Address 2] (collectively, the Business) and [Company 3], located at [Address 3] (the Business) and the Resort (the Parties). The Business and the Resort are hereafter 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 "RFQ") and Resort, as an applicant under the RFQ, desires to protect and promote new 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:

- List Products 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.

NAME: ____________________________

By: ____________________________
Its: ____________________________

RW ORANGE COUNTY LLC

By: ____________________________
Its: ____________________________
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 17th day of June, 2014 (the "Effective Date"). by and between [Business Name] located at [Address] ("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:

- List Products/Services: [List Here]

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.

NAME: [Signature]
By: [Signature]
Its: [Title]

RW ORANGE COUNTY LLC
By: [Signature]
Its: [Title]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 26th day of June, 2014 (the "Effective Date"), by and between XRoads Consulting located at 46 Thorns Lane, Highland, 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:

- List Products/Services: Business and Management Consulting 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.

NAME: [Signature]

By: [Signature]
Its: [Position]

RW ORANGE COUNTY LLC

By: [Signature]
Its: [Position]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 22 day of June, 2014 (the "Effective Date"), by and between THE LYNX AT RIVERGRAND located at 87 NEVERSINK OR P O T T E N S (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:

- List Products/Services: GOLF

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.

NAME: Charles S. Sanie

By: 
Its: 

RW ORANGE COUNTY LLC

By: 
Its: President
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 20th 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: [Signature]
Its: [Title]

RW ORANGE COUNTY LLC
By: [Signature]
Its: [Title]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the __ day of __________, 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: [Signature]
Its: [Signature]

RW ORANGE COUNTY LLC
By: [Signature]
Its: [Signature]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 26th 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: [Signature]

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: [Signature]
Its: [Signatures]

RW ORANGE COUNTY LLC
By: [Signature]
Its: [Signatures]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 20th 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: [Signature]

Its: [Signature]

RW ORANGE COUNTY LLC

By: [Signature]

Its: [Signature]
This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June, 2014 (the "Effective Date"). by and between Allied Excavating located at 71 Waterbury Rd. Warwick, NY 10990 ("Business") and RW Orange County LLC (the "Resort") (Business and the Resort are hereinafter referred to from time to time either 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 submit and propose new businesses and accommodations 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, enhancement service to 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:

- **Excavating Contractor**

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 consideration of the foregoing and in consideration of the promises and covenants hereinbefore, 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. Intent points redemption rates 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.

NAME: Bruce Majewski VP Allied Excavating Inc

By: [Signature]

RW ORANGE COUNTY LLC

By: [Signature] president
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June, 2014 (the "Effective Date"), by and between Warwick Valley Wine, located at 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 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:

- List Products/Services: Wine, Cider, 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. 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.

NAME: Warwick Valley Winery

By: 

Its: 

RW ORANGE COUNTY LLC

By: 

Its: 


CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the “Agreement”) is entered into as of the 25th day of June, 2014 (the “Effective Date”), by and between Carol Melody Interior Landscapes, located at PO Box 776, 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:

- List Products/Services: Interior Landscaping, Plant Maintenance, Design

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.

NAME: Carol Maloney

By: Carol Maloney-Carriazo
Its: Owner/President

RW ORANGE COUNTY LLC

By: [Signature]
Its: [Signature]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June, 2014 (the "Effective Date"), by and between Neuburgh Brewing Company located at 885 Cottage St, Neuburgh, NY 12550 ("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:

- List Products/Services: Beer

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.

NAME: Newburgh Brewing Company

By: Paul Holayko
Its: President, CEO

RW ORANGE COUNTY LLC

By: [Signature]
Its: [Signature]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June, 2014 (the "Effective Date"), by and between Helicopter Flight Services located at Linden, N.J. ("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:

- List Products/Services: Helicopter charters and Other flight 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.

NAME: Helicopter Flight Services
By: Michael CROSSMAN
Its: 

RW ORANGE COUNTY LLC
By: 
Its: 

2
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June, 2014 (the "Effective Date"), by and between Swing Bridge Marine, located at 571 South County Road, ("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:

- List Products/Services: Marine 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.

NAME: Swingin' Bridge Media

By: Michael Croissant

Its: Owner

RW ORANGE COUNTY LLC

By: [Signature]

Its: [Signature]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 26th day of June, 2014 (the "Effective Date"), by and between Vinnie Farina Sports located at 630 Little Britain Road N. Minasg ("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:

• List Products/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.

NAME: Vincent Figueroa
By: Vincent Figueroa
Its: 6-26-14

RW ORANGE COUNTY LLC
By: Washington
Its: Present
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 24th day of June, 2014 (the "Effective Date"), by and between Safe & Sound located at 64 Duncan Ave Cornwallville 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:

- List Products/Services: Security Cameras, Fire Alarm, Burglar Alarm

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.

NAME:  
By:  
Its:  

RW ORANGE COUNTY-LLC

By:  
Its:  

CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 24th day of June, 2014 (the "Effective Date"), by and between 345 Vails Gate Clearview located at 126 Vails Gate NY 12084 ("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:

- List Products/Services: Day cleaning of laundry 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 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.

NAME: [Signature]
By: [Signature]
Its: [Signature]

RW ORANGE COUNTY LLC
By: [Signature]
Its: [Signature]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 24th day of June, 2014 (the "Effective Date"), by and between [Business Name] located at [Business Address] ("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:

- List Products/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.

NAME: Brooke More

By: ____________________________
Its: ____________________________

RW ORANGE COUNTY LLC

By: ____________________________
Its: ____________________________
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 26th day of June, 2014 (the "Effective Date"), by and between AURIC Information Technologies, located at 12 Summit Hill, Cornwall, NY 12518 ("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:

• List Products/Services: Commercial Printing, Promotions, Ad Specialties

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.

NAME: _______________________
By: _______________________
Its: _______________________

RW ORANGE COUNTY LLC
By: _______________________
Its: _______________________

CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 24th day of June, 2014 (the "Effective Date"), by and between Smithtown Realty, LLC located at 270 Main St., Commack, N.Y. 11725 ("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:

- List Products/Services: Real Estate Sales & rentals

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.

NAME: Smutney Realty Inc.
By: Ellen Smutney Kelly
Its: [Signature]

RW ORANGE COUNTY LLC
By: [Signature]
Its: [Signature]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 24th day of June, 2014 (the "Effective Date"), by and between Firthcliffe Technologies, located at 198 Willow Ave, Cornwall, 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:

- List Products/Services: *outside, maintain computers, networks and servers*

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.

NAME: [Signature]

By: Fred Lewis
Its: CTO

RW ORANGE COUNTY LLC

By: [Signature]

Its: [Signature]
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 FLC Equipment located at 195 Willow Ave Cornwall, 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:

- List Products/Services: computer Hardware, software and Supplies

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.

NAME: [Signature]
By: [Signature]
Its: [Signature]

RW ORANGE COUNTY LLC
By: [Signature]
Its: [Signature]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 24th day of June, 2014 (the "Effective Date"), by and between GIFTWORKS, LLC located at CORNWALL ON HUDSON, 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:

- List Products/Services: Hospitality Gifts / Gift Basket

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.

NAME: Angela Calabro
By: Angela Calabro
Its: Owner

RW ORANGE COUNTY LLC
By: [Signature]
Its: [Signature]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 24th day of June, 2014 (the "Effective Date"), by and between NEW YORK EYEWEAR located at 47 NO. PLOW Rd., 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:

- List Products/Services: EYEWEAR, VISION CARE, SAFETY GLASSES, OPTICAL GOODS AND FABRICATION, EYE EXAMS, CONTACTS

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.

NAME: Deanne D. Brady
By: Deanne D. Brady
Its: Owner

RW ORANGE COUNTY LLC
By: [Signature]
Its: [Signature]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 24th day of June, 2014 (the "Effective Date"), by and between FRESH CRAWFORD ("Business") located at 255 Main Street ("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:

- List Products/Services: Cafe / Food & 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 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.

NAME: [Signature]
By: [Signature]
Its: [Signature]

RW ORANGE COUNTY LLC
By: [Signature]
Its: [Signature]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June, 2014 (the "Effective Date"), by and between [Company Name] located at [Address] ("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:

- List Products/Services: OFFICE ENVIRONMENT, FURN. 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.

NAME: Michael S. Kunin
By: Michael Summerfield, Summerplace Inc.
Its: President

RW ORANGE COUNTY LLC
By: [Signature]
Its: [Signature]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 24th day of June, 2014 (the "Effective Date"), by and between TAXDEBT.com located at 3144 Quassack Ave New Windsor, 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: NON COMPETITION

- List Products/Services: TAX PREPARATION + CONSULTING 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.

**TAXDEBT.COM INCORPORATED**

By: [Signature]

Its: [Signature]

**RW ORANGE COUNTY LLC**

By: [Signature]

Its: [Signature]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June, 2014 (the "Effective Date"), by and between [Name] located at 16, Orange Street, New York, NY 10070 ("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:

- List Products/Services: Document Shredding 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.

NAME: [Signature]

By: [Signature]

Its: [Title]

RW ORANGE COUNTY LLC

By: [Signature]

Its: [Title]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June, 2014 (the "Effective Date"), by and between Destination Dreamz located at 11 Amy Ln, Napa Windsor Bay ("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:

- List Products/Services: Travel Advisor

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.

NAME: Christine Hull
By: C
Its: Travel Advisor

RW ORANGE COUNTY LLC

By: C
Its:
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June, 2014 (the "Effective Date"), by and between TRACKING SYSTEMS INC. located at 343 Hill Ave, Montgomery, NY 12549 ("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:

- List Products/Services: GPS Tracking 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.

NAME: [Signature]

By: ____________________________
Its: ____________________________

RW ORANGE COUNTY LLC

By: ____________________________
Its: ____________________________
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June, 2014 (the "Effective Date"). by and between _____________________ located at 234 S. Plant Rd, Nogales, NY 12550 ("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:

- List Products/Services: Embroidery, Screen Printing, Promotional 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 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.

NAME: Brenda Otto
By:  
Its: President

RW ORANGE COUNTY LLC
By: 
Its: President
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June, 2014 (the "Effective Date"), by and between Atlas Secure Services Inc located at 2002 Rte 17M 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 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:

- List Products/Services: SECURITY GUARDS / PATROLS / VIP PROTECTION / INVESTIGATIONS

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.

NAME: Scott F. Pern

By: [Signature]

Its: Vice President

RW Orange County LLC

By: [Signature]

Its: [Signature]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 6th day of June, 2014 (the "Effective Date"), by and between [Tony the tile man] located at 123 Fairfax Avenue ("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:

- List Products/Services: [Tile, Bathroom, Kitchen]

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.

NAME: Juan Vargas
By: [Signature]
Its: [Signature]

RW ORANGE COUNTY LLC
By: [Signature]
Its: [Signature]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June, 2014 (the "Effective Date"), by and between 37 Continental Dr, New Windsor, 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:

- List Products/Services: Renewable Energy

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.

NAME: Brandon Karas
By: [Signature]
Its: Consultant

RW ORANGE COUNTY LLC
By: [Signature]
Its: [Signature]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June, 2014 (the "Effective Date"), by and between Hudson Valley Electrical located at 418 Forest Park ("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:

- List Products/Services: ELECTRICAL CONTRACTOR

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.

NAME: THOMAS R. SKEN

By: [Signature]
Its: [Title]

RW ORANGE COUNTY LLC

By: [Signature]
Its: [Title]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June, 2014 (the "Effective Date"), by and between [DR. JEROME LITTMER located at 5 CATALPA ROAD, 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:

- List Products/Services: *chiropractic 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.

NAME: Dr. S. E. WITNER

By: [Signature]

Its: [Title]

RW ORANGE COUNTY LLC

By: [Signature]

Its: [Title]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the \textsuperscript{25}\textsuperscript{th} day of June, 2014 (the "Effective Date"), by and between Heartland Payment Systems, located at 620 Martin Rd, Pleasant Valley, NY (the "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:

- List Products/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.

NAME:  Valarie Torino
By:  
Its:  Relationship mgr.

RW ORANGE COUNTY LLC
By:  
Its:  President
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June, 2014 (the "Effective Date"), by and between SHEILA PEARL located at 75 Broadway, Newburgh ("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:

- List Products/Services: Life + Relationship Coaching

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.

NAME: Sheila Pearl
By: [Signature]
Its: [Position]

RW ORANGE COUNTY LLC
By: [Signature]
Its: [Position]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June 2014 (the "Effective Date"), by and between [Name of Business] located at [Address] ("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:

- List Products/Services: [List of 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 redeems 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.

NAME:  
By:  
Its:  

RW ORANGE COUNTY LLC

By:  
Its:  

CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25 day of June, 2014 (the "Effective Date"), by and between Visual Concepts Photography located at 49 Mission Dr. ("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:

- List Products/Services: Photography & Design 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.

NAME: Jeremy Landels

By: _____________________________

Its: _____________________________

RW ORANGE COUNTY LLC

By: _____________________________

Its: _____________________________
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June, 2014 (the "Effective Date"), by and between Doves Day Spa ("Business") located at 2840 Biltmore Way ("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:

- List Products/Services: Handy Man 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.

NAME: Odoi Felt
By: Ank Aro
Its: Ww WN

RW ORANGE COUNTY LLC
By: Cck Wf
Its: Ww WN
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June, 2014 (the "Effective Date"), by and between [ITC] located at [831 Little Brooke Rd, Lakewood] ("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:

- List Products/Services: Voice & Data Cabling Paging Communications

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.

NAME: [Signature]
By: [Signature]
Its: [Signature]

RW ORANGE COUNTY LLC
By: [Signature]
Its: [Signature]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25th day of June, 2014 (the "Effective Date"), by and between Christopher Carter Consulting located at 4 Clemence Dr., New Windsor, NY 12553 ("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:

- List Products/Services: COMPUTER AND NETWORK 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.

NAME: Christopher W. Carter

By: ____________________________
    [Signature]

Its: Under

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 25th day of June, 2014 (the "Effective Date"), by and between First Choice Kleenex Inc., located at 7 Mowen Court Middletown, N.Y. 12542 ("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") to 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:

- List Products/Services: Cleaning, Janitorial Products, Consulting, Training

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.

NAME: David Niles

By: 

Its: Operations Mgr.

RW ORANGE COUNTY LLC

By: 

Its: President
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 25 day of June, 2014 (the "Effective Date"), by and between FEE GALLERY located at 967 ROUTE 207 NEW WINDSOR ("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:

- List Products/Services: AWARDS - PLAQUES - ENGRAVING - GIFTS

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.

**NAME:** Bruce Cohen  
By: Bruce Cohen  
Its: Partner

RW Orange County LLC

By: [Signature]  
Its: [Signature]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 22nd day of June, 2014 (the "Effective Date"), by and between New York Envelope located at
1720 Otis St, Newburgh NY 12550 ("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:

- List Products/Services: Business cards, letterhead, envelopes, flyers, banners & posters - all things printed.

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.

NAME: [Signature]

By: [Signature]

Its: [Signature]

RW ORANGE COUNTY LLC

By: [Signature]

Its: [Signature]
CROSS MARKETING LETTER OF INTENT

This Cross Marketing Letter of Intent (the "Agreement") is entered into as of the 23rd day of June, 2014 (the "Effective Date"), by and between Osiris County Club located at 110 Country Club Rd, Walden 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 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.

GOLF COURSE NAME:

OSIRIS COUNTRY CLUB

By:  

Its:  Owner

RW ORANGE COUNTY LLC

By:  

Its:  President