

## **SUPPORT AGREEMENT WITH IMPACTED LIVE PERFORMANCE VENUE**

**AGREEMENT** made this 4th day of June, 2014 (the “Effective Date”) by and between **NEVELE-R, LLC**, a Delaware limited liability company with an office at Government Center, 2 Elting Court, Fifth Floor, Ellenville, New York 12428 (Nevele) and **SHADOWLAND ARTISTS, INC.**, a New York not-for-profit corporation with an office at 157 Canal Street, Ellenville, New York 12428 (Shadowland).

### WITNESSETH:

**WHEREAS**, Nevele has applied for and seeks approval for a Class 3 Gaming License at the site of the former Nevele Grande Hotel and Country Club in the Town of Wawarsing, County of Ulster, State of New York and would operate under the name of Nevele Resort, Casino & Spa; and

**WHEREAS**, Shadowland is a 501 (c) (3) entering its thirtieth (30<sup>th</sup>) season of producing live plays in the Village of Ellenville, a village that has been designated and classified as “predominately low and moderate income” as per the most recent U.S. Census; and

**WHEREAS**, Shadowland’s main stage is located at 157 Canal Street, Ellenville, Town of Wawarsing, County of Ulster, New York, a distance of two (2) miles from the proposed Nevele Resort, Casino & Spa; and

**WHEREAS**, Shadowland receives annual financial support from New York State Council on the Arts, Arts Mid-Hudson, County of Ulster, and Town of Wawarsing; and

**WHEREAS**, Shadowland has had little or no corporate funding since the manufacturing base and hospitality base that defined the Village of Ellenville and Town of Wawarsing has been depleted over the past several decades; and

**WHEREAS**, Shadowland is the only Actors' Equity (Actors' Equity Association is the union of professional actors) theater in Ulster and Orange counties, and one of only two Actors' Equity theaters in Ulster and Sullivan Counties; and

**WHEREAS**, Shadowland is a live performance venue, within the proposed host community, whose mission and operation may be impacted by the operation of Nevele Resort, Casino & Spa; and

**WHEREAS**, Nevele has heretofore been supportive of Shadowland by being an advertiser in Shadowland's last two season's playbills and principals thereof having made donations to Shadowland's capital campaign; and

**WHEREAS**, the mission statement of Shadowland is as follows:

Since theatre impacts our lives in so many intangible ways, the mission of the Shadowland Theatre is to offer the residents of the region, and visitors to the area, the full range of professional theatre and educational opportunities at an affordable price. In achieving this mission, we constantly strive to produce a mixture of classic, contemporary and new plays. Our focus remains on socially relevant, thought-provoking works with vision that will both entertain and challenge our audience.

**NOW, THEREFORE**, in consideration of the promises and covenants contained herein, the sufficiency of which the signators hereto deem sufficient, it is agreed as follows:

1. Background. The recitals above are incorporated herein as if set forth at length.

2. Statutory Compliance. The parties intend this Agreement to be and to create “a fair and reasonable partnership” between Shadowland and Nevele whereby Nevele shall henceforth actively support the “mission” and “operation” of Shadowland as those terms are set forth within the Upstate New York Gaming Economic Development Act of 2013 (the Act).

3. Term and Substance of Nevele Support. The obligations of Nevele under this Agreement shall commence upon the issuance of a Class 3 Gaming license (the “License”) by the New York Gaming Commission and the actual commencement of operations of the Nevele Resort, Casino & Spa. The Agreement shall remain in full force and effect during the duration of the License and any extensions thereof. In furtherance of Nevele’s obligation to assist in the mission and operation of Shadowland, it is agreed that Nevele will:

a. Financial Support. To support the mission and operation of Shadowland, Nevele will make an annual support payment of Fifty Thousand and 00/100 (\$50,000.00) Dollars to be used by Shadowland to fund general operations. In consideration therefore, Nevele shall be designated “Executive Underwriting Producer” and its contribution to advancing the arts shall be noted in the “curtain speech” before each performance, the playbill and such other locations or medium as Shadowland deems

appropriate. Said sum shall be increased by three (3%) per cent commencing on the eleventh (11<sup>th</sup>) year and continued to be increased three (3%) per cent annually thereafter.

b. Performances. Nevele will use best efforts to minimize potential competition between the Nevele and Shadowland. For example, Nevele agrees not to book Broadway, off-Broadway or similar performances at the Nevele, or other events that would be reasonably likely to compete with the type of performances that Shadowland regularly produces or books at the time of the Effective Date. Additionally, Nevele agrees to neither block nor purposefully impede Shadowland's ability to book entertainment of any type, or to prohibit entertainment from performing at Shadowland.

c. Cross-Marketing. Nevele and Shadowland will work together to develop cross-marketing and cross-promotion of Shadowland and the Nevele. Nevele agrees to include appropriate marketing of Shadowland in hotel guest rooms at the Nevele (via in-room TV and/or coffee table reading material or pamphlets), and to distribute Shadowland's marketing materials through the concierge, front desk and/or other mutually agreed areas (such as links on the Nevele's website).

d. Ticket Purchases. Nevele intends to co-promote, sponsor, and purchase ticket blocks to events and performances of the type and nature that are typically of interest to the demographic of the average guest of Nevele, all as mutually agreed between Shadowland and Nevele. Details for these arrangements shall be handled on a case by case basis and further detailed under separate agreement.

e. Shared Box Office. To the extent that Nevele will operate a box office at its casino, Nevele will share reasonable space within the box office or allow its

employees to be partially utilized for the promotion and sale of Shadowland tickets and events.

f. Meetings. Nevele agrees to meet with Shadowland no less frequently than bi-annually to discuss programming, partnerships, marketing, promotions and scheduling, as well as other matters relating to the promotion of Shadowland.

g. Technical Assistance. To the extent that Nevele employs individuals with expertise in theatrical lighting and sound, Nevele will make those employees available to Shadowland, in the discretion of Nevele, to consult and assist Shadowland's staff on such matters as lighting and sound.

h. Star Lodging. In the event Shadowland contracts with a "star" to perform at Shadowland, and appropriate lodging for the "star" is not available within Shadowland's inventory of actor housing, and to the extent there is available lodging at the Nevele, Nevele will provide lodging at "favored employee" rates to such "star".

i. Transportation. Nevele will provide a free shuttle to and from Nevele and Shadowland including early/late shifts to allow patrons to attend Shadowland performances and to frequent the nine (9) Ellenville eateries within two (2) blocks of Shadowland.

j. Board of Directors Participation. Undoubtedly, Nevele will employ multiple upper management individuals who will have accomplished backgrounds in accounting, business development and/or marketing. Those experiences would be invaluable to the Board of Directors of Shadowland. Shadowland will make available,

and Nevele will endeavor to provide, an appropriate member of its upper management team for a seat on the Board of Directors of Shadowland.

k. Scholarships for Employee Children. As a prerequisite of employment at Nevele, Nevele will provide payment of tuition (currently enrollment is \$125.00 per semester) for any child of a Nevele employee who desires to enroll in Shadowland's children's acting academy.

l. Scholarship for Students. To the extent space permits, Nevele will provide payment of tuition for the enrollment of up to ten (10) students within the Ellenville Central School District whose parent's or guardian's verifiable income is insufficient to reasonably offset the cost of enrollment in Shadowland's children's acting academy.

4. Miscellaneous.

(a) Modification. Except as otherwise provided herein, this Agreement may be amended or modified only by a writing executed by both of the parties.

(b) Binding Effect. This Agreement shall be binding on the parties and shall inure to their respective successors and assigns.

(c) Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein. All prior agreements, understandings and arrangements among the parties with respect to the matters set forth herein are superseded by this Agreement and shall be of no further force and effect.

(d) Third Party Beneficiaries. Nothing in this Agreement shall be construed as implying or intending any third party beneficiaries to this Agreement.

(e) Controlling Law. This Agreement and the rights and obligations of the parties set forth herein shall be governed by, construed and interpreted in accordance with the laws of the State of New York, without regard to its conflicts of law principles.

(f) Litigation Legal Fees. In the event litigation is commenced to enforce the terms of this Agreement, then in that event, the prevailing party shall be entitled to an award of reasonable attorneys' fees.

(g) Relationship of Parties. The use of the word "partnership" as set forth in this Agreement is not and does not create a partnership under the legal sense of the word, but rather as set forth in Section 1320(2)(d) of the Act is merely meant to imply a co-operative and collaborative working relationship. The parties hereto remain separate, independent and distinct and neither has the power, authority or ability to act for or bind the other.

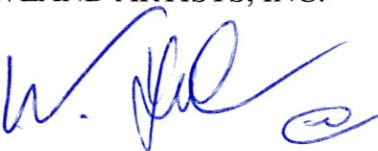
**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

NEVELE-R, LLC

By:   
Michael Treanor, CEO

SHADOWLAND ARTISTS, INC.

By:   
William H. Collier, III, President  
Board of Directors