

HOST COMMUNITY AGREEMENT

THIS HOST COMMUNITY AGREEMENT (this “**Agreement**”) is made and entered into as of June 27, 2014 (the “**Effective Date**”), by and between the **VILLAGE OF SOUTH BLOOMING GROVE** (the “**Village**”) a village organized in accordance with the laws of New York State, and **OCCR ENTERPRISES, LLC**, a New York limited liability company (“**OCCR**”).

RECITALS

The following are the recitals underlying this Agreement:

WHEREAS, on March 31, 2014, the New York State Gaming Facility Location Board (the “**Board**”) issued a Request for Applications to Develop and Operate a Gaming Facility in New York State (the “**RFA**”) pursuant to The Upstate New York Gaming Economic Development Act of 2013 (as same may be amended, modified or replaced from time to time, the “**Act**”); and

WHEREAS, prior to the enactment of such Act, no “**Gaming Facility**” (as that term is defined in the RFA) had been proposed, applied for or otherwise developed in the Village by an entity that would qualify under the Act as said Act was previously being considered before its enactment, but other entities had already commenced the local approval, permitting and development process of Gaming Facilities elsewhere in New York State that could qualify if the Act were approved by the New York State voters as eventually the Act was in November 2013; and

WHEREAS, an entity such as OCCR, not having already proposed, applied for or constructed any facility that would qualify under the Act prior to its expression of interest in the Village was accordingly at a disadvantage in being considered equally as others and therefore time requirements for actions by any municipality such as the Village must be expeditious to provide equally opportunity for all entities being so considered under the Act; and

WHEREAS, OCCR has informed the Village that OCCR has entered into contracts to purchase approximately 125 acres of land located in the Village known as Section 223, Block 1, Lot 1 and Section 223, Block 1, Lot 2 on the Tax Map of the Village (the “**Project Site**”); and

WHEREAS, the Project Site is situated on New York State Route 208 and is in close proximity to Exit 130 off New York State Highway Route 17 soon to be Interstate Route 86; and

WHEREAS, OCCR plans to submit to the Board on June 30, 2014 an application (the “**Application**”) to develop and operate a Gaming Facility on the Project Site in response to the RFA. If the Board awards a License (as that term is defined in the RFA) to OCCR to develop and operate a Gaming Facility on the Project Site, the Gaming Facility, as will be more particularly described in the Application, will consist of a hotel, a casino and associated amenities, including bars, restaurants, entertainment venues, meeting space and parking facilities

(as same may be modified from time to time, the “**Project**”) and is projected to create approximately 4,000 permanent jobs and thousands more construction related jobs; and.

WHEREAS, the Village, in Village Board Resolution No. 48 Of 2014, made certain findings regarding the Project and economic development in the Village regarding new jobs for residents and new sources of income for the Village, and accordingly, the Village desires to support the Application and OCCR’s efforts to develop the Project: and

WHEREAS, OCCR desires to address impacts from the development and operation of the Project; and

WHEREAS, OCCR and the Village desire to enter into this Agreement to memorialize their agreements concerning certain issues regarding the development and operation of the Project.

NOW THEREFORE, the Village and OCCR, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby enter into this Agreement to effectuate the purposes set forth above and to be bound by the provisions set forth below:

Section 1. Definitions

Any term used herein that is defined in the RFA shall be given such definition for purposes of this Agreement, except the term “**Host Community**” which shall be as defined in Article 13 of the New York State Racing Pari-Mutuel Wagering and Breeding Law.

The term “**Commencement of Construction**” shall mean the substantial completion of the pouring of the foundations for the Gaming Facility on the Project Site.

The term “**Commencement of Operations**” shall mean the first date upon which the any portion of the gaming or casino floor that is part of the Gaming Facility is open for business at the Project Site as a casino.

Section 2. Payments to the Village, Public Safety Services, Permit Fees, Water Service and Sewer Service.

A. Project Planning Payments.

OCCR agrees to pay all of the Village’s actual, reasonable costs involved in: (i) negotiating, reviewing and preparing this Agreement (legal and accounting); (ii) reviewing and processing OCCR’s SEQRA application; (iii) engaging and utilizing a dedicated third-party to review, approve and inspect OCCR’s construction plan submissions for the Project and the initial construction of the Project; and (iv) engaging and utilizing a third party service to assist in the management and oversight of the review process. In addition, OCCR agrees to pay the costs incurred by the Village to third party governmental agencies for the review and processing of OCCR’s permit applications concerning the initial construction of the Project. The Village shall provide OCCR with a reasonable budget for items (i), (ii), (iii) and (iv) above, which shall be

subject to OCCR's approval, which shall not unreasonably be withheld. The Village shall provide reasonable substantiation and documentation for any and all costs paid for or reimbursed by OCCR. As OCCR is paying all of the Village's planning and review costs directly, it will not be subject to any additional planning and review fees, except as otherwise specifically set forth herein.

OCCR has previously deposited \$80,000 in escrow with the Village for payment of the above costs and shall maintain a minimum balance of \$40,000 in escrow through the Commencement of Operations. The Village shall utilize such funds (and the interest accrued thereon) to pay such costs. The Village will provide OCCR with a monthly accounting of such escrow.

B. Community Benefit and Impact Payments.

OCCR and the Village, recognizing that the scale of the proposed Project will significantly impact the Village and its residents, agree to the Community Benefit and Impact Payments (the "CBI Payments") set forth in this Section 2. B. The CBI Payments shall be for the purpose of addressing any direct and indirect impacts related to the Project, as determined and approved by the Village; to provide any appropriate community benefits to the Village and its residents in connection with construction of the Project and the anticipated effects of such Project, as determined and approved by the Village. OCCR shall pay to the Village the CBI Payments totaling Ten Million and 00/100 Dollars (\$10,000,000.00). The CBI Payments shall be paid in accordance with the following schedule:

Payment #1. On the later of February 1, 2015 and ten (10) days after the Board's final and non-appealable award of a License to OCCR for the Project, OCCR shall pay to the Village the sum of One Million and 00/100 Dollars (\$1,000,000.00);

Payment #2. On the later of August 1, 2015 and one hundred eighty (180) days after the Board's final and non-appealable award of a License to OCCR, OCCR shall pay to the Village the sum of One Million and 00/100 Dollars (\$1,000,000.00);

Payment #3. Within thirty (30) days after the later of the Board's final and non-appealable award of a License to OCCR for the Project and the issuance of a final and non-appealable building permit for the Project, OCCR shall pay to the Village the sum of Four Million and 00/100 Dollars (\$4,000,000.00); and

Payment #4. Within thirty (30) days after the later of the Board's final and non-appealable award of a License to OCCR for the Project and the Commencement of Construction, OCCR shall pay to the Village the sum of Four Million and 00/100 Dollars (\$4,000,000.00).

The following Village fees as set forth in the Village's Code and fee schedule shall also be deemed to be included, in full, as part of the CBI Payments with respect to the Project: sewer hook-up fees; water system hook-up fees; park /recreation fees; Soil Grading and Disturbance fees and Building Permit fees.

C. Public Safety Services.

OCCR and the Village will work cooperatively with the appropriate public safety service providers to determine the public safety service needs directly related to the Project. Provided that a final and non-appealable award of a License to OCCR for the Project is made by the Board and a final and non-appealable building permit for the Project has been issued to OCCR by the Village, OCCR shall pay up to the first Two Million Two Hundred Fifty Thousand and 00/100 Dollars (\$2,250,000.00) of reasonable start-up related capital costs that the Village expects to incur prior to the opening of the Project that are directly related to increased public safety services resulting from the Project. Such payment shall be non-refundable and shall be made in installments, with each installment due within thirty (30) days after the Village provides OCCR with a reasonably detailed invoice for such costs, which invoice is accompanied with reasonable back-up documentation. In the event that such costs exceed Two Million Two Hundred Fifty Thousand and 00/100 Dollars (\$2,250,000.00), at the election of the Village, OCCR shall advance to the Village the excess amount of such expected costs using the same invoice and payment procedure as above. The Village shall provide OCCR with reasonable estimates for such costs. In the event that OCCR has made an advance to the Village for such costs (as opposed to the non-refundable up to \$2,250,000 payment), the Village shall reimburse OCCR for such advance, without interest, fees or penalties, out of the first monies received by the Village from the State of New York as the Village's share of any taxes paid by OCCR to the State of New York (or any agency thereof) under the Act.

D. Annual Gaming Tax Benefit.

The Village recognizes and agrees that the funds that it will receive from the Village's share of any taxes and fees paid by OCCR to the State of New York (or any agency thereof) under the Act will compensate the Village for any impacts caused by the operation of the Project. In the event that the Village enters into a contract with another jurisdiction to provide enhanced police services to the Village in order to directly service the demands of the Project, and in any year the costs paid by the Village under such contract exceeds the Village's share of any taxes paid by OCCR to the State of New York (or any agency thereof) under the Act, OCCR shall reimburse the Village for the shortfall amount within thirty (30) days of the date that the Village provides OCCR with an invoice for such shortfall with reasonable documentation establishing such shortfall. At the request of OCCR, the Village shall provide OCCR with a copy of any such contract.

E. Permit Fees.

Subject to the provisions of Sections 2.A. and 2.B. hereof and the other provisions of this Section 2.E., OCCR agrees to pay to the Village all connection and other municipal fees, other than the fees listed in Section 2.B., in connection with the development, maintenance, repair, expansion and operation of the Project as are normal and customary with respect to commercial development in the Village (the "Permit Fees"). As OCCR has agreed, pursuant to the provisions of Section 2.A. hereof, to pay all of the plan review and construction inspection, administration costs actually incurred by the Village in connection with the initial development

and construction of the Project, the Village shall not charge OCCR additional plan review and construction inspection, administration costs or fees in connection with the construction of the Project.

F. Water Infrastructure System.

OCCR shall be responsible, at its cost, for constructing the necessary water system infrastructure for the Project, including but not limited to, drilling required wells, pumps, treatment facilities, any and all related infrastructure and constructing all fire suppression facilities. Except as otherwise provided in this Section 2.F., OCCR shall, upon the completion of the necessary water infrastructure system for the Project Site, dedicate such water infrastructure system (*i.e.*, the wells, pumps, treatment and all related infrastructure, but not fire suppression facilities located within buildings, such as sprinkler systems and kitchen fire suppression systems) to the Village's water district and become integrated into the Village water district water system, in which case, after such dedication, the Village water district will own, operate and maintain the system. OCCR shall not be subject to water system hook-up fees as set forth in Section 2.B. hereof.

Within fifteen (15) days after the later of the Board's final and non-appealable award of a License to OCCR for the Project and the issuance of a final and non-appealable building permit for the Project, OCCR shall have the right to notify the Village, in writing, whether it elects to maintain a private water infrastructure system and not dedicate same to the Village's water district. If OCCR timely elects to maintain a private water infrastructure system, OCCR shall not be obligated to dedicate such system to the Village's water district and shall be entitled to reduce the CBI Payment #3 (Section 2.B) in an amount equal to the Village's water hook-up fees for the Project at the rate in effect at the time of execution of this Agreement, such deduction not to exceed the total amount of the CBI Payment #3.

G. Sewer Service.

OCCR shall be responsible, at its cost, for constructing the necessary public sewer service connection infrastructure for the Project, including but not limited to, constructing all facilities, pipes, pumps and infrastructure. Except as otherwise provided in this Section 2 G., OCCR shall, after the completion of such sewer connection infrastructure, dedicate such sewer connection infrastructure (*i.e.*, the pumps, pipes and all related infrastructure) to the Village's sewer district and become integrated into the Village's sewer district sewer system. Upon such dedication, the Village's sewer district shall own, operate, and maintain the system. OCCR shall not be subject to sewer system hook-up fees as set forth in Section 2.B.

Subject to the last sentence of this paragraph, the Village will pursue all reasonable efforts to make 260,000 gallons per day ("gpd") of sewer capacity available to the Project, at customary rates. OCCR recognizes that 260,000 gpd of sewer capacity is the amount of additional sewer capacity the Village believes is available to the Village via agreements with the County of Orange. The Village has, at OCCR's request, sent notice to the County Executive of Orange County, requesting the County to provide the Village with written verification of the 260,000 gpd of excess sewer capacity. To the extent that the Village obtains 260,000 gpd of

excess sewer capacity, it agrees to allocate 260,000 gpd of such excess sewer capacity to OCCR. OCCR shall pay the Village for all expenses reasonably incurred by the Village for the Village to obtain the aforesaid sewer capacity as well as all costs charged by the County of Orange, New York, or others for that additional capacity to become integrated into the Village's sewer district. In the event OCCR determines at any time, in its sole discretion, that it has excess sewer capacity, OCCR shall be entitled to sell back to the Village or County the excess capacity at fair market value. The Village shall have the right of first refusal should OCCR opt to sell back any such excess capacity. Notwithstanding anything to the contrary contained in this Section 2.G., if OCCR elects, pursuant to the next paragraph, to maintain a private sewers system and not connect to the Village's sewer district, the Village shall have no further obligation to pursue such excess sewer capacity on behalf of OCCR.

Within fifteen (15) days after the later of the Board's final and non-appealable award of a License to OCCR for the Project and the Commencement of Construction, OCCR shall have the right to notify the Village, in writing, whether it elects to maintain a private sewer system for the Project and not dedicate the necessary public sewer service connection infrastructure to the Village's sewer district. If OCCR timely elects to maintain a private sewer system for the Project, OCCR shall not be obligated to dedicate the Project's sewer connection infrastructure to the Village's sewer district and shall be entitled to reduce CBI Payment #4 (Section 2.B.) in an amount equal to the Village's sewer hook-up fees for the Project at the rate in effect at the time of execution of this Agreement, such deduction not to exceed the total amount of the CBI Payment #4.

Section 3. Workforce Development; Local Hiring Preference.

A. Construction Jobs.

OCCR will work in a good faith, legal and non-discriminatory manner with the Project's construction manager to give preferential treatment to qualified Village of South Blooming Grove residents and/or Town of Blooming Grove residents for contracting, subcontracting and servicing opportunities in the development and construction of the Project.

OCCR intends for the Project to be constructed using union labor. To that end, OCCR's construction manager will develop a roster where residents of the Village of South Blooming Grove, or the Town surrounding the Village, who are members of the various construction unions working on the Project, can express their interest in working on the Project. The construction managers will then review and consider the individuals on the roster prior to filling any openings and encourage the project contractors to hire such individuals if they are qualified. To the extent permitted by law and practicable, OCCR will instruct subcontractors and vendors to utilize union labor from local chapters located in the Village of South Blooming Grove residents and/or Town of Blooming Grove.

Subject to the above obligations concerning the residents, businesses and unions located in the Village or the Town surrounding the Village, OCCR will work in a good faith, legal and non-discriminatory manner with the Project's construction manager to give preferential treatment to qualified and price competitive Orange County residents, businesses and unions for

contracting, subcontracting and servicing opportunities in the development and construction of the Project.

As used above, "Town of Blooming Grove" shall include the Village of South Blooming Grove.

B. Permanent Jobs.

In seeking to fill vacancies at the Project, OCCR will give priority to properly qualified residents of the Village, with secondary priority to properly qualified residents of the Town surrounding the Village that are not residents of the Village and with third priority to properly qualified residents of Orange County, New York that are not residents of the Town of Blooming Grove.

Prior to beginning the process of hiring employees (other than current employees at the Project Site) for the Project, OCCR shall advertise and hold at least two events at venues to be approved by the Village, at which it will publicize its hiring needs and explain to attendees the process by which they may seek to be hired in connection with the Project.

C. Local Vendor Preference.

OCCR shall make a good faith effort to utilize contractors and suppliers for the construction and future operations of the Project that are located in the Village and shall afford such opportunities to vendors in the Village when such contractors, suppliers and vendors are properly qualified and price competitive. Such efforts shall include actively soliciting bids from Village vendors through local advertisements, coordination with the Blooming Grove/Washingtonville Chamber of Commerce and/or any Chamber of Commerce that services the Village of South Blooming Grove and such other reasonable measures as the Village may from time to time request. OCCR also agrees to make reasonable efforts to utilize women-owned and minority-owned vendors within the Village and the Town of Blooming Grove.

Subject to the above obligations concerning contractors, suppliers and vendors located in the Village, OCCR will give secondary preferential treatment to qualified and price competitive contractors, suppliers and vendors located in the Town of Blooming Grove and third preferential treatment to qualified and price competitive contractors, suppliers and vendors located in Orange County, New York.

All such hiring, employment related activities and local vendor preference activities set forth above in Section 3(A), (B) and (C) hereof shall be carried out and administered solely by OCCR and the inclusion of these provisions in this Agreement shall not be construed in any manner to imply, directly or indirectly, that the Village is involved with, administering, overseeing or otherwise exercising any influence or authority over such hiring and employment activities.

D. Regional Marketing and Tourism.

OCCR will collaborate with the economic development team of the Village and local and regional chambers of commerce to promote and cross-market local shops, restaurants and attractions. OCCR will provide space in a prominent location of its choosing within the Gaming Facility for a booth or kiosk to provide patrons of the Project with information regarding area attractions and businesses.

Section 4. Parks and Recreational Impacts

Pursuant to Section 2.B. hereof, OCCR shall be deemed to have paid the applicable Parks and Recreation fees set forth in the Village Code based on a project with 900,000 square feet of commercial space. However, the Village and OCCR may choose to enter an agreement at any time prior to the occurrence of the CBI Payment #4 allowing OCCR to construct, at its expense a park or recreational field of comparable value to the amount of such fees (as they exist at the time of execution of this Agreement) and, upon completion of construction and final approval and inspection by the Village, OCCR shall dedicate such park/field to the Village. If OCCR chooses to construct a park or recreational field of equal and comparable value, it may deduct such amount (of comparable value to the Village fees) from the CBI Payment #4 at the time of such payment. If such park or recreational field is not yet dedicated at the time that the CBI Payment #4 is made, OCCR shall make a payment equal to the applicable park and recreation fees into an escrow account to be held by the Village until dedication of such park or recreational field and the remainder of the CBI payment #4 that would otherwise be payable by OCCR shall be paid directly to the Village. Within thirty (30) days after dedication of such park or recreational field, the amount in escrow shall be returned to OCCR.

Section 5. Project Demand on Village Services

A. General.

In connection with the development of the Project, pursuant to the terms of this Agreement, OCCR recognizes that it is solely responsible for the cost of upgrading all utilities and roadways serving the Project Site to adequately serve the Project. In doing so, OCCR estimates that it will spend approximately Twenty Three Million and 00/100 Dollars (\$23,000,000.00) in connection with upgrading the electrical service, water service (pursuant to Section 2.F. hereof), sewer services (pursuant to Section 2.G. hereof) and off site traffic infrastructure (Section 6 hereof) that will serve the Project.

B. Utilities.

Except as otherwise set forth herein, OCCR shall pay all fees and assessments required for such improvements in accordance with such rates and schedules as are of general applicability in the Village. OCCR hereby agrees and commits to make all such improvements as may reasonably be required by any Village Board, in consultation with the Mayor and Village staff, and the Village's consultant(s), in connection with OCCR's application for a special permit and/or site plan approval and any other required approvals in order to serve the Project. Such

requirements and conditions of any Board are specifically incorporated herein by reference. This agreement shall not impair OCCR's rights to appeal any such special permit decision(s) or conditions thereof, and shall not be deemed a waiver of any argument OCCR may make in support of any such appeal. It is presently contemplated that OCCR will construct a water well and infrastructure on the Project Site to provide the required capacity as stated in the Village Code for the Project. OCCR shall either retain and operate such well or dedicate and integrate such well and infrastructure to the Village's water district system as provided in Section 2. F. hereof. It is also contemplated that OCCR will have to address the capacity of the Village's water storage for the purpose of firefighting and standard water service to the Project as provided in Section 2.G. hereof.

Pursuant to Section 2.G. hereof, OCCR will construct sewer pumps and infrastructure on the Project Site. It is also contemplated that OCCR will have to address the capacity of the Village's sanitary sewer system as provided in Section 2.G. hereof and pumping station(s).

C. Public Safety.

OCCR will provide the Village with a detailed security and public safety plan prior to Commencement of Operations. In preparing such security plan, OCCR shall meet with a duly designated representative of the Village and the Chief of Police and the Fire Department Chief that service the Village and shall give good faith consideration to their reasonable and appropriate suggestions and requests.

Section 6. Transportation Improvements

A. Mitigation Improvements.

OCCR shall make all necessary road improvements identified in third party traffic studies prepared by OCCR as necessary to mitigate any adverse impacts caused by the Project, including any improvements required by NYS DOT.

B. Clove Road.

Upon Commencement of Construction, OCCR shall pay the Village a sum not to exceed ONE MILLION_ and 00/100 Dollars (\$1,000,000), which the Village shall use for any Village costs, expenses and fees necessary to improve the intersection of Clove Road and New York Route 208, and related areas, which shall include reconstruction of the intersection and installation of a traffic light.

Section 7. Responsible Gaming in the Village

OCCR recognizes that, while gaming is an enjoyable leisure and entertaining activity for most, there is a small percentage of any population that may not game responsibly. Therefore, OCCR will implement a Responsible Gaming Plan at the Project in accordance with the requirements of the New York State Gaming Statute as regulated and enforced by the New York State Gaming Commission. OCCR will accomplish the responsible gaming goals by: (a)

educating its employees and providing information to patrons about the odds of games and how to make responsible gaming decisions; (b) promoting responsible gaming in daily operations; and (c) supporting public awareness of responsible gaming.

Section 8. Village Obligations

In consideration of the impacts and mitigation measures to be undertaken by OCCR in this Agreement, and in further recognition of the many benefits the Project should bring to the Village, the Village, as permitted by law, fully supports the Project and will reasonably facilitate and cooperate, subject to applicable law, with OCCR in their efforts to obtain all permits, certifications, legislation or regulatory approvals from governmental entities and officials in connection with the Project. Such support and cooperation shall continue after commencement of operations, particularly with regard to initiatives with the Gaming Commission and other State agencies and instrumentalities. All fees and expenses incurred by the Village in providing such support, facilitation and cooperation shall be borne by OCCR, subject to the budget and approval process set forth in Section 2.A. The Village shall utilize reasonable efforts to be appointed Lead Agency for purposes of the SEQRA review of the Project. Nothing herein shall be deemed to impair the Village's rights, powers and duties with respect to enforcing its duly promulgated ordinances and regulatory requirements.

Section 9. Agreement Transferrable

OCCR shall have the right to transfer or assign its interests in this Agreement to any entity that acquires the Project Site from OCCR or the right to operate a gaming facility at the Project Site. Any assignee of or successor in interest to OCCR shall be bound by the terms of this Agreement to the fullest extent allowed by law. OCCR shall provide the Village with at least ten (10) days notice of the closing of any such transfer or assignment of interests. OCCR's rights and obligations concerning water and sewer contained in this Agreement shall be deemed rights and obligations that run with the Project Site, as same may be expanded, from time to time, by OCCR.

The Village acknowledges and agrees that this Agreement (and all documents, agreements, understandings and arrangements relating to the transaction contemplated hereby) may be pledged or otherwise collaterally assigned by OCCR, its successors or assigns at any time and on one or more occasions in order to provide security to a lender, mezzanine lender or equity holder in connection with a financing or equity contribution.

At the request of OCCR, made from time to time, the Village shall, to the extent permitted by law, enter into a lender's rights agreement with OCCR's potential or then current lender, mezzanine lender and/or equity holder that is in a commercially reasonable form. OCCR shall reimburse the Village for the reasonable legal fees incurred by the Village in negotiating and entering into such a lender's rights agreement.

Section 10. Choice of Law and Consent to Jurisdiction

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to the conflict of laws provisions in such state. Subject to the next sentence, any litigation regarding this Agreement shall be exclusively located in the County of Orange, New York and all parties consent to the jurisdiction of the Supreme Court of the State of New York for the County of Orange, New York. Notwithstanding the above, to the extent that the United States District Court for the Southern District of New York has jurisdiction over a dispute or litigation concerning this Agreement, either member shall have the right to elect to file, in the first instance, or to have removed, such dispute or litigation to such Court and such action shall be located where such Court sits.

Section 11. Indemnification

OCCR agrees to and shall indemnify and hold harmless the Village from and against any and all claims, actions, proceedings or demands brought against the Village, its agents, departments, officials, employees, consultants, professionals, insurers or successors, by any third party in connection with this Agreement, or exercise of its rights or obligations hereunder, or the issuance of Village permits and approvals for the Project, and any reasonable costs incurred by the Village in connection with defending legal challenges of Village actions, except to the extent that any such claims, actions, proceedings or demands are premised upon the gross negligence or intentional improper acts of the Village or its agents, consultants or professionals. OCCR agrees, within thirty (30) days of written notice by the Village, to reimburse the Village for any and all reasonable costs and fees incurred in defending itself, or otherwise protecting its interests, with respect to any such claim, action, proceeding or demand.

Section 12. Notices

Any notices, consents, demands, requests approvals or other communications issued under this Agreement or related thereto shall be made in writing and shall be delivered by hand or by overnight delivery service or by Certified Mail (Return Receipt Requested), to the other party at the following addresses:

If to the Village: Village of South Blooming Grove
 811 Route 208
 Monroe, New York 10950
 Attention: Mayor

With copy to: Dennis E. A. Lynch, Esq.
 Feerick Lynch MacCartney PLLC
 96 South Broadway
 South Nyack, New York 10960

If to OCCR: OCCR Enterprises, LLC
601 East Pratt Street, Sixth Floor
Baltimore, Maryland 21202
Attention: Managing Member

With a copy to: OCCR Enterprises, LLC
601 East Pratt Street, Sixth Floor
Baltimore, Maryland 21202
Attention: General Counsel

And with a copy to: OCCR Enterprises, LLC
825 Berkshire Boulevard
Wyomissing, Pennsylvania 19610
Attention: General Counsel

Any party may designate, by notice to all of the others, substitute addresses or addressees for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees.

Section 13. Miscellaneous

A. Governing Law.

This Agreement, the construction thereof and the rights and obligations of the parties hereunder, shall be governed in all respects by the laws of the State of New York, without regard to the conflict of laws provisions in such state.

B. No Third Party Beneficiaries.

Except as may be granted to a lender of OCCR, no provisions of this Agreement shall be construed in any manner so as to create any rights in any third parties not party to this Agreement. The Agreement shall be interpreted solely to define specific duties and responsibilities between the Village and OCCR, and shall not provide any basis for claims of any other individual, partnership, corporation, organization or municipal entity.

C. Exercise of Rights and Waiver.

The failure of any party to exercise any right under this Agreement shall not, unless otherwise provided or agreed to in writing, be deemed a waiver thereof; nor shall a waiver by any party of any provisions hereof be deemed a waiver of any future compliance therewith, and such provisions shall remain in full force and effect.

D. Severability.

In the event that any clause, provisions or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

E. Headings and Construction.

The section headings in this Agreement are inserted for convenience of reference only and shall in no way affect, modify, define, or be used in construing the text of the agreement. Where the context requires, all singular words in the Agreement shall be construed to include their plural and all words of neuter gender shall be construed to include the masculine and feminine forms of such words.

F. Recitals.

The recitals set forth above are true and correct and are incorporated herein by reference and made a part of this Agreement.

G. Time of the Essence.

The parties agree and acknowledge that time is of the essence with respect to OCCR's performance of its obligations hereunder.

H. Reporting/Documentation.

OCCR agrees to make such reports and provide such documentation as the Village may from time to time reasonably request to ensure compliance with the provisions of this Agreement.

I. Estoppel Certificates.

Each of the parties hereto agrees to provide to the other, or to such third parties as may be reasonably requested by the other, from time to time, a written estoppel certificate, executed by such party, certifying, among other matters, the continued viability of this Agreement, the absence of any defaults hereunder (or, if defaults exist, specifying in detail the nature of such defaults), the status of the obligations of the parties each to the other, and such other matters as may reasonably be requested by the party requesting such estoppel certificate(s).

J. Force Majeure.

OCCR shall not be considered to be in default in the performance of its obligations under this Agreement to the extent that performance of any such obligation is prevented or delayed by a Force Majeure Event (as defined below). If OCCR is prevented or delayed in the performance of any such obligation by a Force Majeure Event, it shall provide reasonable notice to the Village of the circumstances preventing or delaying performance and the expected duration thereof, if known. For the purposes of this Agreement, a Force Majeure Event is any circumstance not within the reasonable control, directly or indirectly, of OCCR comprised of: strikes or other significant labor disputes; significant supply shortages caused by no fault of OCCR; substantial and severe adverse weather conditions and other acts of nature; acts of God, fire caused by no fault of OCCR; other substantial property damage or any condition caused by no fault of OCCR that prevents or significantly interferes with the operations of OCCR's gaming establishment; significant, unforeseeable subsurface conditions; riot or civil unrest; and actions or failures to act

of any governmental authority or agency. The Village likewise shall not be considered to be in default in the performance of its obligations under this Agreement to the extent that performance of any such obligation is prevented by any comparable Force Majeure Event.

K. Integration Clause.

This Agreement and any attachments hereto constitute the entire agreement between the parties. No agents, representative, employee or officer of the Village or OCCR has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with this Agreement which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the Parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Agreement. No modifications, alterations, or changes to this Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by all Parties in accordance with the terms herein.

L. Right to Representation.

Each party to this Agreement has had the opportunity to have counsel of its choice review this Agreement and such party's obligations hereunder on its behalf prior to such party's execution and delivery of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of either party by any court or other governmental or judicial authority by reason of which party having or being deemed to have drafted, structured or dictated such provision. All parties have freely negotiated this Agreement.

M. Conditional on Award of Gaming License.

Except for OCCR's obligations under this Agreement with respect to payments made to or on behalf of the Village for legal and consulting services, as well as any other Village costs or expenses prior to the award of a final and non-appealable gaming license to OCCR for the Project by the Board pursuant to the RFA, OCCR's obligations under this Agreement are subject to the Board's final and non-appealable award of a gaming license to OCCR for the Project pursuant to the RFA.

N. OCCR's Right to Terminate.

Notwithstanding any provision of this Agreement to the contrary, prior to the Commencement of Construction, OCCR shall have the right, for any reason or no reason, to abandon its efforts to develop the Project on the Project Site and to terminate this Agreement by notifying the Village in writing of such abandonment and termination. Upon such a termination, OCCR shall remain obligated to pay the Village for legal and consulting services incurred prior to the date of such termination in accordance with the terms of this Agreement. OCCR shall not seek recovery of any fees and costs paid to the Village and its agents prior to the termination of this Agreement.

O. No Consequential Damages.

Notwithstanding any provision of this Agreement to the contrary, the parties hereby agree in any action hereunder against the other to seek recovery only of actual damages incurred, and each party waives any right to recover punitive and/or consequential damages as a result of any default by the party under this Agreement.

P. Burial Site.

OCCR acknowledges that there is a known burial site on the Project Site. OCCR shall comply with all applicable laws concerning such burial site.

Q. Counterparts.

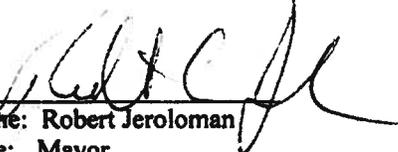
This Agreement may be executed in two (2) or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement to be effective as of the date first above written.

**Village of South Blooming Grove,
New York**

**OCCR Enterprises, LLC,
a New York limited liability company**

By: 
Name: Robert Jeroloman
Title: Mayor

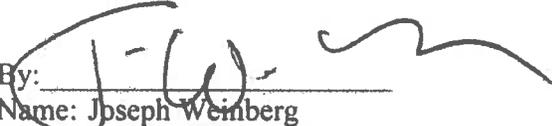
By: _____
Name: Joseph Weinberg
Title: Authorized Person

4
IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement to be effective as of the date first above written.

**Village of South Blooming Grove,
New York**

**OCCR Enterprises, LLC,
a New York limited liability company**

By: _____
Name: Robert Jerojoman
Title: Mayor

By:  _____
Name: Joseph Weinberg
Title: Authorized Person