

**2. Applicant Response.**

This section shall be completed by an Applicant.

**A. Consideration of Amendment.** Does the Applicant accept the change or amendment as proposed?

<input checked="" type="checkbox"/>	Yes. Proceed to and complete Item D.
<input type="checkbox"/>	No. Proceed to and complete Item B.

**B. Alternative or Counterproposal.** If the Applicant rejects the amendment as proposed, does the Applicant propose an alternative or counterproposal?

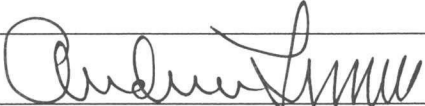
<input type="checkbox"/>	Yes. Proceed to and complete Items C and D.
<input type="checkbox"/>	No. Proceed to and complete Item D.

**C. Alternative or Counterproposal Narrative.** In the box below, describe in as much detail your counterproposal amendment. Use additional pages, as necessary. A Supplemental Blank Page has been provided as Page 5.

In response to a question from the Community Advisory Committee (CAC), the Caesars Palace Times Square (Applicant) submits the attached Exhibit A following Applicant's discussions with the MTA.

In response to questions from the CAC and based on discussion with stakeholders, the Applicant submits the amended schedule of Stakeholder Support, attached as Exhibit B. The schedule appears in the initial Application in the section entitled Local Impact Siting, among other places. Also attached are the executed MOUs on account of the amended schedule.

**D. Verification.** This verification should be completed by the Applicant's duly designated representative or signatory.

I, <u>Andrew Levine</u> , as Representative of the Applicant, verify the above description accurately reflects the Applicant's response to the CAC's request for amendment.	
Signature	
Date	September 16, 2025

## Exhibit A

# I. COMMUNITY INVESTMENTS

2. Can you invest in in-building connections to the Times Square subway station, or support other area transit improvements? Please provide details. Will the source (e.g., tenant) of the existing cash flow be impacted by construction?

1. CPTS and the Metropolitan Transportation Authority (MTA) have reached an agreement in principle to address key priorities for enhancing accessibility and passenger capacity in Times Square.
2. As part of the agreement, CPTS will deliver full accessibility to the 49th Street Station on the BMT - Broadway Line through the installation of a new elevator connecting the street level to the downtown platform.
3. Additionally, CPTS will implement targeted upgrades aimed at improving circulation and/or enhancing accessibility between the 7 line and the 1/2/3 lines.
4. The scope of work will include elements that CPTS will either self-perform or support through in-kind financial contributions. Final scope details remain subject to confirmation of technical feasibility and approval by various entities within the MTA, including by the MTA's systemwide accessibility group regarding specific accessibility enhancements.
5. It is important to note that the CPTS Final Environmental Impact Statement (FEIS) confirms that no mitigation is required for the Times Square–42nd Street Station or any other part of the subway system.

## **Exhibit B**

As detailed in the revised 10 Year Times Square Stakeholder Support chart on page 2, there were 3 items shown in the applicant's RFA submission that have since been reallocated post submission.

- As shown in green, the Broadway tickets for children, families, seniors in underserved areas now has a formalized agreement via NYCHA Fulton Houses Tenant Association to oversee \$20 million in tickets over ten years to children in NYCHA communities to provide access to Broadway theaters, live entertainment, museums, and art galleries in New York City (MOU attached).
- As shown in grey, in the RFA submission there was \$15 million for Broadway ticket vouchers for casino vouchers that was reallocated as follows:
  - \$10.25 million partnership to establish the Coalition of Theatres of Color Fund to provide permanent support for historic theaters of color with direct investments and access to childcare, student and medical debt relief, and rental assistance (MOU attached).
  - \$2.15 million increase to the traffic mitigation plan, increasing to a total of \$10 million.
  - \$1.4 million increase to the Safety and Security plan, by adding additional officers on Broadway from 40<sup>th</sup> Street to 35<sup>th</sup> Street.
  - \$625,000 partnership with the New York Comedy Festival (MOU attached)
  - \$575,000 increase to the 8<sup>th</sup> Avenue Streetscape Improvement Plan to continue the plan down from 40<sup>th</sup> Street to 35<sup>th</sup> Street
- As shown in orange, in response to community feedback a reallocation of the \$15 million Manhattan Plaza Dedicated Investment to the West Side Community Fund so that benefits reach a greater population within Hell's Kitchen and Chelsea.

10 Year Times Square Stakeholder Support				
Group	Purpose	RFA Amount	Post-RFA Amount	Delta
Teneo - Commissioner Bratton	Safety and Security	\$81,750,000	\$83,150,000	\$1,400,000
Bright Horizons	Childcare	\$20,000,000	\$20,000,000	\$0
Broadway Tickets for Children/Families/Seniors in Underserved Areas	Broadway Support via NYCHA Fulton Houses Tenant Association	\$20,000,000	\$20,000,000	\$0
Broadway Ticket Vouchers for Casino Customers	Broadway Support	\$15,000,000	\$0	(\$15,000,000)
Coalition of Theatres of Color Fund	Live Entertainment	\$0	\$10,250,000	\$10,250,000
AKRF	Traffic Mitigation	\$7,850,000	\$10,000,000	\$2,150,000
New York Comedy Festival	Live Entertainment	\$0	\$625,000	\$625,000
KPF	Public Realm Improvements (Landscape, Hardscape, Lighting)	\$4,000,000	\$4,575,000	\$575,000
Manhattan Plaza Dedicated Investment	After School / Childcare / Senior Support Programs	\$15,000,000	\$0	(\$15,000,000)
West Side Community Fund	After School / Childcare / Senior Support Programs	\$0	\$15,000,000	\$15,000,000
National Action Network	Civil Rights Museum	\$15,000,000	\$15,000,000	\$0
One Times Square	Public Realm Improvements	\$12,500,000	\$12,500,000	\$0
Tuition.io & HealthEquity	Student Debt, Medical Debt, and Rental Relief	\$12,500,000	\$12,500,000	\$0
Doe Fund	Sanitation	\$11,500,000	\$11,500,000	\$0
ArtsConnection	Youth Education	\$5,000,000	\$5,000,000	\$0
Sony Hall	Live Entertainment	\$5,000,000	\$5,000,000	\$0
Callen-Lorde	LGBTQ Support Investment	\$5,000,000	\$5,000,000	\$0
United Hatzalah	Medi Scooters for Midtown West	\$4,150,000	\$4,150,000	\$0
Town Hall	Live Entertainment	\$3,300,000	\$3,300,000	\$0
Breaking Ground	Mental Health / Homeless Outreach	\$3,200,000	\$3,200,000	\$0
One Times Square	Promotion / Marketing	\$3,000,000	\$3,000,000	\$0
Non-Profit Organization (Arthur Miller Foundation)	Youth Education	\$2,500,000	\$2,500,000	\$0
Lower East Side Ecology Center	Tree Beds	\$1,500,000	\$1,500,000	\$0
Chinese-American Planning Council	Workforce Development	\$1,000,000	\$1,000,000	\$0
Lower East Side Ecology Center	Composting	\$500,000	\$500,000	\$0
Council for Living Music	Youth Education	\$500,000	\$500,000	\$0
Food and Finance High School	Youth Education	\$250,000	\$250,000	\$0
SUMMIT	Promotion / Marketing	-	-	\$0
Mr. Shirt Laundry Service	Laundry Services	-	-	\$0
<b>Total Times Square Stakeholder Support</b>		<b>\$250,000,000</b>	<b>\$250,000,000</b>	<b>\$0</b>

## MEMORANDUM OF UNDERSTANDING

By and Between

**Caesars Palace Times Square**

**SL Green Realty Corp., Roc Nation LLC., & Caesars Entertainment, Inc.**

And

**Fulton Houses Tenant Association**

This Memorandum of Understanding, is made as of [\_\_\_\_\_], 2025 (this “**Agreement**”), by and between Caesars Entertainment, Inc. (“**Caesars**”), Roc Nation LLC (“**Roc**”), and SL Green Realty Corp. (“**SL Green**” and collectively with Caesars and Roc, the “**Coalition**”), on the one hand, and Fulton Houses Tenant Association (“**Fulton Houses**”), on the other.

### BACKGROUND

The New York Gaming Facility Board (the “**Board**”) issued a Request for Applications on January 3, 2023, to solicit proposals for up to three commercial casinos in New York State (each, an “**Application**”). The Coalition is pursuing a New York State gaming license, and if selected plans to develop and own a hotel, casino, and entertainment venue (the “**Project**”) to be located at 1515 Broadway in New York City. The Coalition has made it a goal of its Application to include the success and prosperity of the community as a result of the Board granting a license to the Coalition. For five years, the Coalition has held thousands of meetings with stakeholders in Times Square and the residents of the West Side of Manhattan including Chelsea in an effort to understand specific needs of the community.

As a result of these community meetings, the Coalition has been made aware that the globally regarded art and entertainment offerings located within Chelsea, Times Square, and the West Side of Manhattan are perceived as inaccessible to many of the youth who are raised within steps of their front doors, particularly those raised in New York City’s public housing system, the New York City Housing Authority (“**NYCHA**”). The Westside of Manhattan - Chelsea, Times Square, Hells Kitchen – is one of the great global centers for art and creativity in the world. Many of the youth live through their entire adolescence and upbringing without ever experiencing the full offerings of their neighborhoods such as museums, art galleries, sporting events, concerts, and Broadway theater. Exposure to the arts has a positive impact on adolescents, helping reduce delinquent behaviors by fostering prosocial skills, improving self-regulation, and promoting positive attitudes towards themselves and others. Early exposure to the arts facilitates the development of positive relationships with peers and adults, fostering a sense of community and belonging while providing what were otherwise inaccessible pathways to life changing hobbies and career paths.

Being awarded a gaming license puts the Coalition in an extraordinary position to invest in the community and bridge this economic and cultural gap. Community investments are the cornerstone of any major development project, particularly when there are opportunities to help the youth. Therefore,

if the Board selects the Coalition as a winning bidder, the Coalition and Fulton Houses are desirous of collaborating in various ways as set forth below:

#### AGREEMENT

- 1) **Post-License Coalition Obligations:** If the Coalition is awarded a gaming license from the Gaming Facility Location Board to establish a gaming facility at 1515 Broadway in Times Square, the Coalition shall partner with Fulton Houses on the following initiative:
  - a. ***Building Bridges from Fulton to Broadway (the "Nonprofit"):*** Coalition shall establish Building Bridges from Fulton to Broadway, as a charitable organization, with a seed commitment of \$20,000,000 over a 10-year period, paid as \$2,000,000 annually, to launch and sustain the Nonprofit commencing upon opening of the Project. The Nonprofit may be supplemented by private donors.
  - b. ***Organizational Focus & Goals:*** The principal goal of the Nonprofit will be to improve access to Manhattan's art, entertainment, and cultural offerings for the youth in all NYCHA communities throughout New York City, including but not limited to:
    - i. Tickets to: live performance and entertainment such as Broadway, off-Broadway, concerts, and live sporting events
    - ii. Tickets to: cultural and artistic activities such as museums, art galleries, and art installations
    - iii. Fund and promote positive communal events such as cultural community performances, community benefits, and events that foster positive relationships with civic institutions like National Night Out
  - c. ***Governance:*** The Nonprofit will be administered by a governing board comprised of tenant leadership from NYCHA of which the president of Fulton Housing, Miguel Acevedo, will serve as the first board chair. Other founding board members are anticipated to be [to be filled in by Fulton Houses – please add additional].
  
- 2) **Pre-License Fulton Houses Obligations:**
  - a. ***Coalition Application Support:*** Fulton Houses commits to acknowledging and speaking positively of the Coalition and its proposed Project, reflecting a shared enthusiasm for the Project's potential to serve the community and build bridges to improve access and equity between NYCHA residents and New York's live entertainment community.
    - i. In alignment with this commitment, Fulton Houses agrees to:
      - ***Engagement with Stakeholders:*** Fulton Houses will continue to respond positively in support of the Coalition's Application when engaged by elected officials, members of the press, community members, or individual residents. Such responses will be consistent with Fulton Houses stated focus on the Coalition's capacity to serve the community

and improve access to the arts for NYCHA housing. The Fulton Houses will not be proactively engaging with elected officials on behalf of the Coalition and will not be engaging in activity that would require it to register to lobby on behalf of the Coalition.

- **Public Messaging & Press Release:** Fulton Houses will agree to put out positive public messaging, participate in key press opportunities, introduce the fund, and announce support for the community benefits offered by the Project in the form of a press release. The timing and content of the press release will be agreed upon by both parties, emphasizing the Project as an economic development engine for the Times Square communities.
- **Spokesperson:** Miguel Acevedo will be Fulton Houses designated spokesperson, who will speak on-the-record to reporters in support of the Project, appear in videos or promotional materials as needed, and speak publicly in support of the Project at each CAC meeting that is open to the public.

- 3) **Confidentiality:** This Agreement is intended to be held as confidential and neither it nor any of its contents shall be disclosed by either party without written consent of the other party (which such other party may withhold in its sole and absolute discretion). Further, to the extent that a party desires an exception to these confidentiality restrictions, the parties agree that they will discuss in good faith any exception requested and attempt to agree in advance as to the substance and timing of any such disclosure (but will not make any such disclosure absent such agreement). Fulton Houses has the right to share this agreement with its attorneys and accountants and non-derogatory, incidental reference by Wendell Pierce is permitted. Notwithstanding the foregoing, the Coalition may reference its partnership with Fulton Houses and Fulton Houses' support for its gaming license bid; provided, for the avoidance of doubt, that the Coalition shall have the right to disclose a copy of this Agreement in connection with its response to the RFA and may publicize this MOU in connection therewith.
- 4) **Miscellaneous:** There is no third-party beneficiary hereof and nothing in this Agreement (whether express or implied) will or is intended to confer any right or remedy under or by reason of this Agreement on any person or entity, except each party and their respective permitted successors and permitted assigns. Neither this Agreement nor any right or obligation hereunder may be assigned, delegated or otherwise transferred (by operation of law or otherwise) by either party without the prior written consent of the other party. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter herein and supersedes any prior representations, warranties, covenants, agreements and understandings of the parties hereto regarding such subject matter. No waiver of any term hereof will be a waiver of any other term hereof, whether or not similar, nor will any such waiver be a continuing waiver beyond its stated terms. Except to the extent as may otherwise be stated herein, failure to enforce strict compliance with any term hereof will not be a waiver of, or estoppel with respect to, any existing or subsequent failure to comply. This Agreement is for discussion purposes only and shall not be

considered an offer and shall not bind any of the parties hereto in any way, except that the parties hereto agree that the provisions of Section 3 ("**Confidentiality**") and Section 4 ("**Miscellaneous**") shall be binding on the parties hereto and shall survive the termination of this Agreement.

[no further text on page]

If the foregoing is acceptable to you, please so indicate by signing a copy of this Agreement and returning it to the undersigned.

SL GREEN REALTY CORP.

By: \_\_\_\_\_

Name: BRETT HERSCHENFELD

Title: EVP

CAESARS ENTERTAINMENT, INC.

By: \_\_\_\_\_

Brian Agnew

Name: Brian Agnew

Title: SVP Corp Finance

ROC NATION LLC

By: \_\_\_\_\_

Name: Desiree Perez

Title: CEO

Agreed and Accepted:

Fulton Houses Tenant Association

By: \_\_\_\_\_

Name: Miguel Acevedo

Title:

## MEMORANDUM OF UNDERSTANDING

By and Between

Caesars Palace Times Square

SL Green Realty Corp., Roc Nation LLC., & Caesars Entertainment, Inc.

And

The Cinque Group

This Memorandum of Understanding, is made as of [ July 31 ], 2025 (this “**Agreement**”), by and between Caesars Entertainment, Inc. (“**Caesars**”), Roc Nation LLC (“**Roc**”), and SL Green Realty Corp. (“**SL Green**” and collectively with Caesars and Roc, the “**Coalition**”), on the one hand, and The Cinque Group (“**Cinque**”), on the other.

### BACKGROUND

The New York Gaming Facility Board (the “**Board**”) issued a Request for Applications on January 3, 2023, to solicit proposals for up to three commercial casinos in New York State (each, an “**Application**”). The Coalition is preparing an Application to pursue a New York State gaming license, and if selected plans to develop and own a hotel, casino, and entertainment venue (the “**Project**”) to be located at 1515 Broadway in New York City. The Coalition has made it a goal of its Application to include the success and prosperity of the community as a result of the Board granting a license to the Coalition. If the Board selects the Coalition as the winning bidder, the Coalition and Cinque are desirous of collaborating in various ways as set forth below:

### AGREEMENT

The parties agree as follows:

#### 1) Pre-License Coalition Obligations:

- a. **Consulting Arrangement Initial Phase - \$40,000:** \$13,333 per month for the three month period of July, August, and September for consulting services through the Community Advisory Committee (“**CAC**”) vote, which is anticipated to occur on September 30<sup>th</sup>.
- b. **Consulting Agreement Post-CAC (Contingent on Passing Vote) - \$40,000:** \$13,333 per month for the three month period of October, November, and December for consulting services through license award, which is anticipated to occur by year-end 2025.

2) **Post-License Coalition Obligations:** If the Coalition is awarded a gaming license from the Gaming Facility Location Board to establish a gaming facility at 1515 Broadway in Times Square, the Coalition shall partner with Cinque on the following initiatives with Cinque.

- a. **Consulting Agreement Post-License Award - \$250,000:** \$20,833 per month for the 12 month period in 2026 for consulting services after license award to support the establishment of the Fund, as further described below.
- b. **New York Coalition of Theatres of Color Fund (the "Fund"):** Coalition shall establish The New York Coalition of Theatres of Color Fund, a charitable organization, with a seed commitment of \$10,000,000 over a 10-year period, \$1,000,000 annually, to launch and sustain the Fund. The Fund may be supplemented by private donors and will be administered by a governing board comprised of diverse performing arts leaders to initially include Wendell Pierce, Alicia Keys to the extent she is agreeable, and other members as agreed upon by Cinque and the Coalition (the "Board"). The Board will disburse funding to support the beneficiary theater members of the Coalition of Theatres of Color Fund ("CTC Organizations"). An exhibit of those 14 theaters comprising the CTC Organizations is attached hereto.
- c. **Eligibility:** members of the CTC Organizations will be eligible to receive the benefits offered to Actors' Equity and Local 802 through the Project, including:
  - i. Childcare (provided by Bright Horizons)
  - ii. Student debt, medical debt, and rental relief (administered by Tuition.io and HealthEquity)
  - iii. Exclusive job opportunities at the Project via Caesars' monthly Broadway labor job fair
- d. **Cross Promotion and Marketing:** Coalition shall cross promote and market the CTC Organizations through its Caesars Rewards database of 65 million members via the Caesars Rewards app, and within the venue of Caesars Palace Times Square at 1515 Broadway once the Project opens for business to the public. The content of such cross promotion and marketing will be subject to reasonable approval by Cinque and CTC Organizations, and Coalition will reasonably cooperate with Cinque and CTC Organizations on content approval for such cross promotion and marketing.

3) **Pre-License Cinque Obligations:**

- a. **Coalition Application Support:** Cinque commits to acknowledging and speaking positively of the Coalition and its proposed Project, reflecting a shared enthusiasm for the Project's potential to serve the community and enhance Cinque's programming initiatives.
  - i. In alignment with this commitment, Cinque agrees to:
    - **Engagement with Stakeholders:** Cinque will continue to respond positively in support of the Coalition's Application when engaged by elected officials, members of the press, community members, or individual residents. Such responses will be consistent with Cinque's stated focus on the Coalition's capacity to serve the community and bolster programming efforts.

- **Coalition Member:** Cinque and the CTC Organizations will become members of the Coalition for a Better Times Square, allowing the Coalition to include reference to Cinque and the CTC Organizations on the Coalition for a Better Times Square website and in future presentations.
  - **Public Messaging:** Cinque, speaking and acting in Wendell Pierce's personal capacity, will agree to put out positive public messaging, participate in key press opportunities, introduce the fund, and announce support for the Project in the form of a press release. The timing and content of the press release will be agreed upon by both parties, emphasizing the Project as an economic development engine for the Times Square communities.
  - **Press Release:** The Coalition of Theaters of Color, as already established, will issue a press release and announce support for the Project.
  - **Spokesperson:** Cinque will designate a spokesperson who will speak on-the-record to reporters in support of the Project, appear in videos or promotional materials as needed, and speak publicly in support of the Project at each CAC meeting that is open to the public.
- 4) **Confidentiality:** This Agreement is strictly confidential and neither it nor any of its contents shall be disclosed by either party without written consent of the other party (which such other party may withhold in its sole and absolute discretion). Further, to the extent that a party desires an exception to these confidentiality restrictions, the parties agree that they will discuss in good faith any exception requested and attempt to agree in advance as to the substance and timing of any such disclosure (but will not make any such disclosure absent such agreement). Cinque has the right to share this agreement with its attorneys and accountants and non-derogatory, incidental reference by Wendell Pierce is permitted. Notwithstanding the foregoing, the Coalition may reference its partnership with Cinque and Cinque's support for its gaming license bid; provided, for the avoidance of doubt, that the Coalition shall have the right to disclose a copy of this Agreement in connection with its response to the RFA. Each party agrees that, in the event of an actual disclosure of confidential information in breach of this Agreement, such disclosure will cause immediate and irreparable harm to the non-disclosing party and the damages incurred by the non-disclosing party will be difficult or impossible to ascertain and inadequate to compensate the non-disclosing party. In addition to any other remedies at law or in equity that non-disclosing party may have, the non-disclosing party shall be entitled, without posting a bond or other security, to seek equitable relief, including injunctive relief and specific performance.
- 5) **Miscellaneous:** There is no third-party beneficiary hereof and nothing in this Agreement (whether express or implied) will or is intended to confer any right or remedy under or by reason of this Agreement on any person or entity, except each party and their respective permitted successors and permitted assigns. Neither this Agreement nor any right or obligation hereunder may be assigned, delegated or otherwise transferred (by operation of law or otherwise) by either party without the prior written consent of the other party. This Agreement

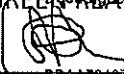
may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter herein and supersedes any prior representations, warranties, covenants, agreements and understandings of the parties hereto regarding such subject matter. No waiver of any term hereof will be a waiver of any other term hereof, whether or not similar, nor will any such waiver be a continuing waiver beyond its stated terms. Except to the extent as may otherwise be stated herein, failure to enforce strict compliance with any term hereof will not be a waiver of, or estoppel with respect to, any existing or subsequent failure to comply. This Agreement is for discussion purposes only and shall not be considered an offer and shall not bind any of the parties hereto in any way, except that the parties hereto agree that the provisions of Section 4 (“**Confidentiality**”) and Section 5 (“**Miscellaneous**”) shall be binding on the parties hereto and shall survive the termination of this Agreement.

- 6) **Reps & Warranties:** The signatories hereto represent and warrant to Cinque that one or more of such signatories have the authority, either acting individually or together, to cause the owner of the Project to enter into the transactions contemplated herein.

[no further text on page]

If the foregoing is acceptable to you, please so indicate by signing a copy of this Agreement and returning it to the undersigned.

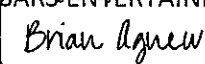
SL GREEN REALTY CORP.

By:   
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Name: Brett Herschenfeld

Title: Executive Vice President

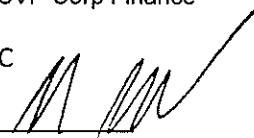
CAESARS ENTERTAINMENT, INC.

By:   
6EAA2203CC4943D...

Name: Brian Agnew

Title: SVP Corp Finance

ROC NATION LLC

By: 

Name: Desiree Perez

Title: CEO

Agreed and Accepted:

The Circus Group

By:   
6404441E8E8402...

Name: Wendell Pierce

Title: President

## Exhibit A – CTC Organizations

1. Negro Ensemble Company
2. New Federal Theatre
3. National Black Theater
4. The Billie Holiday Theatre
5. Black Spectrum
6. Ma-Yi Theater Company
7. Pan Asian Theatre Company
8. New Heritage Theater
9. The Classical Theatre of Harlem
10. Harlem Stage
11. The Classix
12. The Grove Theater
13. The Fire This Time Festival
14. INTAR

## MEMORANDUM OF UNDERSTANDING

By and Between

Caesars Palace Times Square LLC

And

Caroline's Media, Inc and Caroline's Entertainment, Inc

This Memorandum of Understanding, is made as of [\_\_\_\_\_], 2025 (this "**Agreement**"), by and between Caesars Palace Times Square LLC, a Delaware limited liability company ("**CPTS**"), on the one hand, and Carolines Media, Inc ("**Caroline's**") and Carolines Entertainment, Inc. ("**NYCF**"), on the other.

### BACKGROUND

The New York Gaming Facility Board (the "**Board**") issued a Request for Applications on January 3, 2023, to solicit proposals for up to three commercial casinos in New York State (each, an "**Application**"). CPTS is pursuing a New York State gaming license, and if selected plans to develop and own a hotel, casino, and entertainment venue (the "**Project**") to be located at 1515 Broadway in New York City. CPTS has made it a goal of its Application to include the success and prosperity of the community as a result of the Board granting a license to CPTS. If the Board selects CPTS as the winning bidder, CPTS and Caroline's and NYCF are desirous of collaborating in various ways as set forth below:

### AGREEMENT

The parties agree as follows:

- 1) **Post-License CPTS Obligations:** If CPTS is awarded a gaming license from the Gaming Facility Location Board to establish a gaming facility at 1515 Broadway in Times Square, and documentation is executed codifying the terms and conditions of such license with the applicable governmental authorities (the "**Official Confirmation**"), CPTS shall partner with Caroline's and NYCF on the following initiatives.
  - a. **Annual New York Comedy Festival Sponsorship - \$625,000:** \$125,000 annual sponsorship of NYCF for a 5-year period. The annual sponsorship will be made on or about June 1 of each year.
  - b. **On-Site Comedy:** Caroline's will exclusively curate comedy entertainment on-site at the Project on future to-be-discussed terms. Fair and reasonable compensation will be negotiated in good faith for the 5-year period.
  - c. **Cross Promotion and Marketing:** CPTS shall cross promote and market NYCF through its Caesars Rewards database of 65 million members via the Caesars Rewards app, and within the venue of Caesars Palace Times Square at 1515 Broadway once the Project

opens for business to the public. The content of such cross promotion and marketing will be subject to reasonable approval by Caroline's and NYCF, and CPTS will reasonably cooperate with Caroline's and NYCF on content approval for such cross promotion and marketing.

2) **Pre-License Caroline's and NYCF Obligations:**

- a. **CPTS Application Support:** Caroline's and NYCF commit to acknowledging and speaking positively of CPTS and its proposed Project, reflecting a shared enthusiasm for the Project's potential to serve the community, live entertainment, and enhance NYCF's programming initiatives.
  - i. In alignment with this commitment, Caroline's and NYCF agrees to:
    - **Engagement with Stakeholders:** Caroline's and NYCF will continue to respond positively in support of CPTS' Application when engaged by elected officials, members of the press, community members, or individual residents. Such responses will be consistent with Caroline's and NYCF's stated focus on CPTS' capacity to serve the community, live entertainment, and bolster programming efforts. CPTS will prepare such remarks for Caroline's and NYCF.
    - **Coalition Member:** Caroline's and NYCF will become members of the Coalition for a Better Times Square, allowing the CPTS to include reference to Caroline's and NYCF on the Caesars Palace Times Square website and in future presentations.
    - **Public Messaging:** Caroline's and NYCF will agree to put out positive public messaging, participate in key press opportunities, and announce support for the Project in the form of a press release. The timing and content of the press release will be agreed upon by both parties, emphasizing the Project as an economic development engine for the Times Square communities. CPTS will prepare such remarks for Caroline's and NYCF.
    - **Spokesperson:** Caroline's and NYCF will designate a spokesperson who will speak on-the-record to reporters in support of the Project, appear in videos or promotional materials as needed, and speak publicly in support of the Project at each CAC meeting that is open to the public.

3) **Post-License Caroline's and NYCF Obligations.** Following the Official Confirmation, Caroline's and NYCF shall provide the following services:

- a. **NYCF Tickets:** NYCF shall provide CPTS with 30 VIP tickets to NYCF events per year.
- b. **Cross Promotion and Marketing:** Caroline's and NYCF shall cross promote and market Caesars Palace Times Square through its social media, database of visitors, and onsite messaging at Caroline's and NYCF venues regarding Caesars Palace Times Square's offerings and opportunities. The content of such cross promotion and marketing will be subject to reasonable approval by CPTS, and Caroline's and NYCF will reasonably cooperate with CPTS on content approval for such cross promotion and marketing.

- 4) **Confidentiality:** This Agreement is strictly confidential and neither it nor any of its contents shall be disclosed by either party without written consent of the other party (which such other party may withhold in its sole and absolute discretion), except (i) to the legal, accounting and other business representatives of such party or actual or prospective investors in or financing sources of such party who need to know such information (provided that such persons shall be informed of the confidential nature of such information and instructed to comply with this Section 4), (ii) as necessary to any taxing or gaming regulatory authority, (iii) if required to enforce the terms of this Agreement, and (iv) to the extent required by law or, with respect to disclosures by CPTS, to the extent required by securities rules or regulations, GAAP or other accounting rules or procedures. Further, to the extent that a party desires an exception to these confidentiality restrictions, the parties agree that they will discuss in good faith any exception requested and attempt to agree in advance as to the substance and timing of any such disclosure (but will not make any such disclosure absent such agreement). Notwithstanding the foregoing, (i) CPTS may reference its partnership with Caroline's and NYCF and Caroline's and NYCF's support for its Application and (ii) CPTS shall have the right to disclose a copy of this Agreement in connection with its Application. Each party agrees that, in the event of an actual disclosure of confidential information in breach of this Agreement, such disclosure will cause immediate and irreparable harm to the non-disclosing party and the damages incurred by the non-disclosing party will be difficult or impossible to ascertain and inadequate to compensate the non-disclosing party. In addition to any other remedies at law or in equity that non-disclosing party may have, the non-disclosing party shall be entitled, without posting a bond or other security, to seek equitable relief, including injunctive relief and specific performance.
- 5) **Regulatory Compliance:** Caroline's and NYCF acknowledges that CPTS and its respective parent corporations, subsidiaries and affiliates are licensed by or otherwise subject to the authority of various casino and gaming regulatory agencies (the "**Regulators**"). Caroline's and NYCF further acknowledges that CPTS' respective gaming licenses are of vital importance to CPTS and its respective businesses. CPTS has adopted regulatory compliance policies, and Caroline's and NYCF agrees to provide CPTS with such documentation, information and assurances regarding itself, any principal employees, directors, officers, brokers, agents or others as may be necessary in order for CPTS to comply with CPTS regulatory compliance policies and with the requests or requirements of the Regulators. The foregoing shall be a fundamental obligation of Caroline's and NYCF. Additionally, in the event CPTS determines, in good faith and in its sole discretion, that continued association with Caroline's and NYCF would expose CPTS to associating with an unsuitable person or create an unsuitable situation as defined by the Regulators, then CPTS shall have the right to terminate this Agreement immediately, upon written notice, without penalty, prejudice or further liability to CPTS. For avoidance of doubt, Caroline's and NYCF acknowledges that CPTS may terminate this Agreement pursuant to this Section 5 if Caroline's and NYCF fails to comply with any federal, state, foreign, or other law or regulation applicable to Caroline's and NYCF's activities, including, without limitation, laws and regulations governing anti-corruption, anti-bribery, foreign corrupt practices, and anti-money laundering.
- 6) **Notices:** All notices, demands or requests made pursuant to, under or by virtue of this Agreement (in each case, a "**Notice**") must be in writing and sent to the party to which the Notice is being

made by nationally recognized overnight courier or delivered by hand with receipt acknowledged (provided that in either case a copy of such Notice is also delivered on the same day (or earlier) by electronic mail) in writing as follows:

If to CPTS:

Caesars Palace Times Square LLC  
One Caesars Palace Drive  
Las Vegas, NV 89109  
Attention: Law Department  
Email: [corplaw@caesars.com](mailto:corplaw@caesars.com)

with a copy to:

c/o SL Green Realty Corp.  
One Vanderbilt Avenue  
New York, New York 10017  
Attention: Andrew S. Levine  
Email: [LegalDepartment@slgreen.com](mailto:LegalDepartment@slgreen.com)

and a copy to:

Greenberg Traurig, LLP  
One Vanderbilt Avenue  
New York, New York 10017  
Attention: Stephen L. Rabinowitz  
Email: [rabinowitzs@gtlaw.com](mailto:rabinowitzs@gtlaw.com)

If to Caroline's and NYCF:

Caroline's Entertainment, Inc  
  
870 UN Plaza, 35A  
New York, New York 10017  
Attention: Andrew Fox  
Email: [ajf@carolines.com](mailto:ajf@carolines.com)

All Notices (i) shall be deemed given upon the date of delivery if delivery is made before 5:00 PM (New York time) and, if delivered later, on the next Business Day after delivery of such Notice or the date of refusal to accept delivery of such Notice and (ii) may be given either by a party hereto or by such party's attorney set forth above. The address for Notices to any party may be changed by such party by a written Notice served in accordance with this Section 6.

- 7) **Termination Right Upon Default:** If either party shall default in the performance of its obligations hereunder, and such default (i) in the case of any default that can be cured by the payment of money, is not cured within ten (10) business days following written notice of such default from the other party, or (ii) in the case of any default that cannot be cured by the payment of money,

is not cured within thirty (30) days following written notice of such default from the other party (provided, that if such default cannot reasonably be cured within such thirty (30) day period, but the defaulting party has commenced and is diligently pursuing such cure, such thirty (30) day period shall be extended for such additional period of time as is reasonably necessary to effectuate such cure, provided further that such additional period shall not exceed sixty (60) days), then the other party shall have the right, by written notice to the defaulting party, to terminate this Agreement. For purposes of this Agreement, "business day" means any day other than a Saturday, Sunday or other day on which national banks are permitted or required to be closed in the State of New York.

- 8) **Miscellaneous:** There is no third-party beneficiary hereof and nothing in this Agreement (whether express or implied) will or is intended to confer any right or remedy under or by reason of this Agreement on any person or entity, except each party and their respective permitted successors and permitted assigns. Neither this Agreement nor any right or obligation hereunder may be assigned, delegated or otherwise transferred (by operation of law or otherwise) by either party without the prior written consent of the other party. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter herein and supersedes any prior representations, warranties, covenants, agreements and understandings of the parties hereto regarding such subject matter. This Agreement may not be changed, modified or terminated, nor may any provision hereunder be waived, except by an instrument executed by the parties hereto. No waiver of any term hereof will be a waiver of any other term hereof, whether or not similar, nor will any such waiver be a continuing waiver beyond its stated terms. Except to the extent as may otherwise be stated herein, failure to enforce strict compliance with any term hereof will not be a waiver of, or estoppel with respect to, any existing or subsequent failure to comply. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. CPTS and Caroline's and NYCF are independent contracting parties, and nothing contained in this Agreement shall be deemed to create a partnership, joint venture or agency relationship between them, nor does it grant either party any authority to assume or create any obligation on behalf of or in the name of the other. This Agreement shall be governed by, interpreted under and construed and enforced in accordance with, the laws of the State of New York, without reference to conflicts of laws principles. Each of the parties hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of relating to this Agreement. Any action brought hereunder shall be brought in a court of law located in the City, County and State of New York. The prevailing party in any such litigation (whether prevailing on substantive or procedural grounds) shall be entitled to recovery of all of its fees and expenses (including reasonable legal fees) incurred in such action. In no event shall either party be entitled to assert any consequential, special or punitive damages as a result of the other party's breach of this Agreement, nor shall it be entitled to any award or payment based on such damages. CPTS shall have the right to

terminate this Agreement by written notice to Caroline's and NYCF if it receives written notice from the Board that CPTS will not be awarded a gaming facility license for the Project. The parties hereto agree that the provisions of Section 4 ("**Confidentiality**") and this Section 8 ("**Miscellaneous**") shall survive the termination of this Agreement. Unless and until a more formal long form agreement is fully executed by CPTS and Caroline's and NYCF with respect to the subject matter hereof, this Agreement will constitute the binding legal agreement between the parties.

If the foregoing is acceptable to you, please so indicate by signing a copy of this Agreement and returning it to the undersigned.

CAESARS PALACE TIMES SQUARE LLC,  
a Delaware limited liability company

Signed by:  
By: Brian Agnew  
6EAA22C3CC4943B...  
Name: Brian Agnew  
Title: SVP Corp Finance

Agreed and Accepted:

Caroline's Media, Inc

By: [Signature]  
Name: Andrew Fox  
Title: EVP