



PLAINRIDGE PARK  
CASINO

2015 OCT - 1 PM 2:21

MASSACHUSETTS GAMING  
COMMISSION

September 30, 2015

Massachusetts Gaming Commission  
101 Federal St. 12<sup>th</sup> Floor  
Boston, MA 02110

Dear Commissioners,

Plainville Gaming and Redevelopment, LLC ("PGR") is pleased to submit the enclosed *Application for License to Hold or Conduct A Race Meeting* for the calendar year 2016. PGR is applying for a license to conduct a Harness Horse race meeting at Plainridge Park Casino.

PGR has conducted the 2015 Harness Horse race meeting that is scheduled to conclude on, November 30, after completing 105 days of successful racing. The 2016 application contains an aggressive 115 racing days to be conducted from early April through the end of November. We are looking forward to another successful racing season in 2016.

Should you have any questions regarding this application, please do not hesitate to contact us.

Sincerely,

Steve O'Toole  
Director of Racing  
Plainridge Park Casino  
Plainville Gaming and Redevelopment, LLC



2015 OCT -1 PM 2:22

MASSACHUSETTS GAMING  
COMMISSION

## APPLICATION FOR LICENSE TO HOLD OR CONDUCT A RACING MEETING

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APPLICATION OF: Plainville Gaming and Redevelopment, LLC  
FOR LICENSE TO HOLD OR CONDUCT A RACING MEETING AT  
Plainridge Park Casino FOR CALENDAR YEAR 2016

Pursuant to the provisions of Chapter 128A of the General Laws of the Commonwealth of Massachusetts, inserted by Chapter 374 of the Acts of 1934, as amended, the Applicant hereby makes application for license to hold or conduct a Harness Horse racing meeting at Plainville County of Norfolk.

As used in this application the word "applicant" has the following meanings, respectively: In case of an individual applicant, the applicant. In case of a partnership applicant, all partners, including limited and silent partners. In case of a corporate applicant, all officers, directors, stockholders of record, persons owning the beneficial interest in any stock, subscribers to any stock and persons who voted any of the voting stock at the last stockholders. In the case of an LLC, all members and managers. In the case of a trust, all trustees. In the case of an unincorporated association, all members of the association.

Attached hereto, is a certified check or bank draft payable to the Massachusetts Gaming Commission in the sum of \$ 2,100.00 which is the greater of .0013 times the average daily handle for the racing meeting that occurred in 2013 or Three hundred dollars (\$300.00).

Applicant has provided the Massachusetts Gaming Commission with a surety bond issued by surety qualified to do business in the Commonwealth of Massachusetts and approved by the Commission in the amount of \$125,000 in accordance with Section 3(o) of Chapter 128A of the General Laws.

1. The name of the applicant: Plainville Gaming & Redevelopment, LLC
2. The post office address of the applicant: 301 Washington St., Plainville, MA 02762
3. Address of principal office: 825 Berkshire Blvd., Wyomissing, PA 19610
4. Trade name, if any, under which business is or is to be conducted: Plainridge Park Casino
5. The location of the race track where it is proposed to hold or conduct such meeting, including street address, municipality and county. 301 Washington St., Plainville, MA 02760
6. The days on which it is intended to hold or conduct such a meeting, the number of races to be run daily and the minimum purse per race. See attached Exhibit 6
7. The hours of each day between which it is intended to hold or conduct racing at such meeting in accordance with c. 128A §2 (5). Between the hours of 10AM and 9PM
8. Name and Address of attorney, if any, of the applicant: Carl Sottosanti, Senior VP & General Counsel  
Penn National Gaming, Inc.  
825 Berkshire Blvd. Wyomissing, PA 19610
9. Applicant is (check one):
  - An individual
  - A limited partnership
  - An unincorporated association
  - A general partnership
  - A trust
  - A corporation
  - An LLC
  - Other (specify)
10. If applicant is an individual, give name, address, place and date of birth.
 

Name N/A

Residence \_\_\_\_\_

Place of Birth \_\_\_\_\_ Date of Birth \_\_\_\_\_

Submit as Exhibit 10 three personal references including one of a bank.
11. If applicant is a corporation, LLC, partnership or other business entity:
  - (a) Submit as Exhibit 11 (a) the name, place, date of birth and legal residence of each shareholder, member, manager, partner and/or officer of applicant and the office held by each.
  - (b) Submit as Exhibit 11 (b) a statement showing (a) class of stock issued or to be issued (designate which), (b) par value, (c) vote per share, (d) number of shares authorized, (e) number of shares issued (f) number of shares subscribed, and (g) total number of shares and the percentage of shares owned by each shareholder.

- (c) If applicant is a foreign corporation, LLC or partnership, submit as Exhibit 11 (c) a statement listing the state of formation, the entity's qualification to do business in Massachusetts and the name and address of the registered agent for service of process in Massachusetts.
- (d) If business entity is an LLC or other organized entity that does not issue stock, submit as Exhibit 11 (d), a schedule of ownership listing all members/managers and percentage of entity held.
- (e) If business entity is a partnership or other organized entity, submit as Exhibit 11 (e) a schedule listing the partners or others holding an interest and the percentage of the entity held.
- (f) Is the beneficial owner of any stock or share of business entity a person other than the owner of record or subscriber? If the answer to this question is yes, submit as Exhibit 11 (f) a statement showing (1) the name of the owner of record, or subscriber, (2) the name of the beneficial owner, (3) the conditions under which the owner or subscriber holds and votes or has subscribed for such stock or share of business entity (4) whether applicant has any other obligations or securities authorized or outstanding which bear voting rights whether absolutely or upon any contingency (5) the nature of such securities, (6) the face value or par value, (7) the number of units authorized, (8) the number of units issued and outstanding, (9) the number of units, if any, proposed to be issued, (10) the conditions or contingency upon which such securities may be voted, and (11) facts showing whether or not such securities have been voted or entitled to be voted in in the period commencing five (5) years prior to this application.
- (g) Does the applicant have officers, directors, members or managers who are also officers, directors, members, or managers of any other race track that is or has been licensed by this or any other racing or gaming commission? If the answer to this question is yes, submit as Exhibit 11 (g) a list of such officers, directors, members or managers, the race track or gaming facility involved, the date of licensure, the type of license and the jurisdiction in which such race track or gaming facility is located
12. (a) Has applicant had a race track or gaming license revoked by order of decree of any Federal or State Court or any State Racing or Gaming Commission?  
 Yes  No; however, please see the attached Exhibit 12 regarding PNGI
- If the answer to this question is yes, submit as Exhibit 12 (a) a list of such licensees, the name of the court or commission that revoked the license, the date the license was revoked and the reason for the revocation.
- (b) Have voluntary proceedings in bankruptcy been instituted by, or have involuntary proceedings in bankruptcy ever been brought against applicant or any officer, director, member or manager of applicant?  
 Yes  No
- If the answer to this question is yes, submit as Exhibit 12 (b) a list describing the name of the person or entity filing for bankruptcy, the type of petition filed in

bankruptcy, the date of the filing, the court in which filed and the date of final discharge, or if ongoing, indicate the expected date of final discharge.

- (c) Are there outstanding any unsatisfied judgments, decrees or restraining orders against applicant or any officer, director, member or manager of applicant?  
 Yes  No

If the answer to this question is yes, submit as Exhibit **12 (c)** a list describing the type of the judgment, the court or other body entering the judgment, the date of the judgment, the person against whom the judgment is entered, the amount of the judgment and the reason why the judgment is unsatisfied.

13. Does the applicant or any of its officers, directors, members, or managers, have now, or have ever had, any direct or indirect financial or other interest in:

- (a) Any harness horse, running horse, or dog racing meeting conducting legalized pari-mutuel wagering?  
 Yes  No

If the answer to this question is yes, submit as Exhibit **13 (a)** a list describing the name of the officer, director, member or manager having the interest, the type of the interest, the amount of the interest, the name of the entity in which the interest is held, and the location of the entity and the jurisdiction licensing the entity.

- (b) Any application other than this pending before the Massachusetts Gaming Commission?  
 Yes  No

If the answer to this question is yes, submit as Exhibit **13 (b)** a list of all such applications, the type of application, the date such application was filed, the date the application was granted or rejected or whether the application is currently pending.

- (c) Any application for a racing license or a gaming license which has been denied by the Massachusetts Gaming Commission, the predecessor Massachusetts State Racing Commission or any other State Commission or authority?  
 Yes  No

If the answer to this question is yes, submit as Exhibit **13 (c)** a list of all such applications, including the jurisdiction in which it was filed, the type of application, the date the application was denied, the name of the applicant, and the reason for such denial.

- (d) Any racing meeting or gaming establishment, the license for which has been revoked?  
 Yes  No Please refer to response to Question 12a

If the answer to this question is yes, submit as Exhibit **13 (d)** a list of such revoked licenses, the jurisdiction revoking the license, the date the license was revoked and the reason the license was revoked.

- (e) Any harness horse, running horse, or dog racing meeting conducting pari-mutuel wagering in a State where pari-mutuel wagering, betting, pool making or gambling was not or is not legalized by State law?  
 Yes  No

If the answer to this question is yes, submit as Exhibit **13 (e)** a list of such racing meetings, the jurisdiction where the racing meetings are located and the date such racing meetings occurred.

14. How does applicant control the real property on which the race track is located (indicate by check mark):

Fee Simple Ownership       Lease       Other Authority

- (a) Submit as Exhibit **14 (a)** the exact description, by metes and bounds, number of acres in premises, a plot plan showing the entire premises with all buildings presently on premises or proposed to be erected on said premises, information showing accessibility by highway, railroad and/or other means of public transportation, population within a 50 mile radius, and distances from principal cities, within said 50 mile radius. If applicant does not control the real property on which the race track is located by fee simple ownership, include the name and address of the fee simple owner or lessor of the real property. If the fee simple owner or lessor is a corporation, LLC, partnership or other business entity, also include a list of the officers, directors, managers, member or other persons with an interest in the fee simple owner or lessor.

- (b) Does the applicant have and maintain control of the personal property necessary to operate and maintain the race track, including equipment and have and maintain control over the entire operation? Yes

Submit as Exhibit **14(b)** a list describing all agreements relating to the operation and control of all equipment, personal property or other operational matters. This includes any agreement pertaining to operation of food, beverage, parking or other concessions, printing of programs or other materials, equipment leases, and subcontracting of services necessary to maintain and operate the race track. This also includes any financial interests, such as loans, and any agreement that, in the event of a default under such agreement, would have the consequence of creating a change in control of the race track.

15. Has applicant's entire premises been approved by local authorities in accordance with Section 13A of Chapter 128A of the General Laws? Yes

Submit as Exhibit **15** a copy of the applicant's approval. If applicant's premises have not been approved in accordance with c.128A §13A, explain why such approval was not obtained.

16. Is the applicant delinquent in the filing of any report or the payment of any tax as required by Chapter 128A of the General Laws of the Commonwealth of Massachusetts or delinquent in the filing of any other report or the payment of any other tax required by the laws of the Commonwealth of Massachusetts?

Yes       No

If the answer to the question is yes, submit as Exhibit 16 list of all delinquencies, the reason for such delinquencies and when all delinquencies will be cured.

17. Submit as Exhibit 17 a copy of all executed agreements with representative horsemen's organizations.

18. If license is granted applicant will carry: Check

Workmen's Compensation Insurance	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Public Liability Insurance	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Jockey Insurance	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Drivers' Insurance	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Submit as Exhibit 18 copies of all policies of insurance carried by applicant as well as a statement setting forth all other types of insurance carried for the protection of employees and patrons.

19. Submit as Exhibit 19 the following information:

- (a) Grandstand:
- (1) Seating capacity
    - Box Seats
    - Reserved Seats
    - General Admission
    - Total seating capacity
  - (2) Is Grandstand enclosed
  - (3) Is Grandstand heated
  - (4) Is any portion of Grandstand Air Conditioned
  - (5) Type of construction of Grandstand
  - (6) Ground area covered by the Grandstand
- (b) Club House
- (1) Seating Capacity
    - Box Seats
    - Reserved Seats
    - General Admission
    - Total seating capacity
  - (2) Is Club House enclosed
  - (3) Is Club House heated
  - (4) Is any portion of the Club House air conditioned
  - (5) Type of construction of Club House
  - (6) Ground area covered by the Club House
- (c) Bleachers
- (1) Seating Capacity
  - (2) Type of construction of Bleachers
  - (3) Ground area covered by the Bleachers
- (d) Parking Space:
- (1) Area
  - (2) Automobile capacity

- (3) Is parking area lighted
- (4) Is parking area treated - and if so how
- (5) Is parking area numbered
- (6) Is charge made for parking, if so how much
- (7) Are the parking area and walkways cleared of snow and ice

- (e) Number of pari-mutuel ticket windows provided:
 

Grandstand:	Selling:	Cashing:
Club House:	Selling:	Cashing:
Other Locations:	Selling:	Cashing:
  - (f) Toilet facilities for patrons of each sex in Grandstand, Club House and/or other locations.
  - (g) System of sewerage disposal. If not connected to main sewerage system give details of system used.
  - (h) Number of outlets for fresh, pure drinking water for patrons in grandstand, clubhouse and/or other locations.
20. Submit as Exhibit 20 a detailed statement of security measures which will be employed for the protection of patrons, employees, occupational licensees and horses and the control of traffic within the premises and on roads leading to and from the said premises. This statement should include but not be confined to:
- (a) number of uniformed police officers to be on duty each day inside the track;
  - (b) whether such police officers will be regular police officers or special officers;
  - (c) number of uniformed police officers detailed to traffic within the premises and on roads leading to and from the premises before, during and after racing hours;
  - (d) number of plain clothes officers or detectives assigned within the track proper;
  - (e) system to be used for the detection and suppression of illegal gambling within the premises of the applicant;
  - (f) system to be used in the detection and barring of pick-pockets, touts and other undesirable characters;
  - (g) name of person who will be in charge of security within the track proper;
  - (h) name of person who will have supervision of traffic control within the premises of the applicant and will act as liaison between the applicant and local police authorities in the control of traffic outside of the premises of the applicant;
  - (i) name of police authority that has been consulted in setting up security measures within the track and the control of traffic within and outside of the premises of the applicant.



- (h) system used to protect money received by the track, including security systems protecting the cash room and measures taken to ensure that all wagering equipment is working properly and free from tampering.

21. Submit as Exhibit **21**, a description of the following:

- (a) Size of Track
- (b) Number of Chutes
- (c) Number of Stables
- (d) Number of Stalls
- (e) Number of Tack Rooms
- (f) Number of Tack Rooms Heated
- (g) Number of Shower baths in stable area
- (h) Toilet facilities in stable area
- (i) Fire protection in stable area including:
  - Number of sprinklers
  - Number of fire alarm boxes
  - Other fire protective measures in stable area
- (j) a detailed statement of measures which will be employed in the policing of the stable area. This statement should include but not be confined to:
  - (1) Is stable area enclosed, if so, describe method of enclosure;
  - (2) Number of gates to enclosure, where located and method of control;
  - (3) system of passes to be issued to persons employed in stable area;
  - (4) method to be followed in allowing persons in and out of stable area;
  - (5) number of uniformed police officers to be assigned to the stable area indicating the number in daytime hours and nights;
  - (6) number of plain clothes officers or detectives to be assigned to the stable area, days and nights;
  - (7) name of person who will be in charge of policing in the stable area.
- (k) Recreation room
- (l) Track Kitchen, including seating capacity
- (m) Size of jockey or driver's room and equipment available including number of shower baths, toilets, hot-boxes, etc.
- (n) List of other accommodations, facilities or services in stable area.
- (o) List any other accommodations, facilities or services for the benefit of the patrons attending.

22. Submit as Exhibit **22** the trade name of any of the following equipment used at the track-date of purchase or the date of present contract or lease and expiration date of said contract:

- (a) Pari-Mutuel Equipment
- (b) Starting Gate
- (c) Photo Finish Camera

- (d) Film Patrol
- (e) Timing Devices
- (f) Inter-communication system
- (g) Public Address System
- (h) Closed Circuit Television System
- (i) Horse Shoe Board
- (j) Scales

23. **Submit as Exhibit 23**

- (a) a copy of applicant's employee handbook;
- (b) a copy of all of applicant's policies and procedures regarding internal controls including but not limited to those policies that deal with the handling of money, or the placing of wagers both in person and via telephone or other methods;
- (c) a copy of applicant's audit committee and compliance committee charters as well as a list of the audit and compliance committee members and their relationship to the applicant;
- (d) any other policies that indicate that applicant meets general industry standards for business and financial practices, procedures, and controls.

24. **Submit as Exhibit 24** a copy of the applicant's most recent audited financial statements, most recent audited or unaudited quarterly financial statement, an audited profit and loss statement for the applicant's most recent fiscal year, a statement showing the total gross receipts for the past five calendar years received by each concessionaire operating at the race track and the amount paid to the applicant. If the receipts to the applicant are based on other than the gross receipts, explain how the receipts are calculated. Also include a description of any interest held by the applicant or any officer, director, member, manager, majority shareholder or partner in any concessionaire.

25. **Submit as Exhibit 25** a statement setting forth the reasons why the applicant believes that the dates applied for will be beneficial to the public, the Commonwealth and the applicant.

26. **Submit as Exhibit 26** the following information:

- (a) Actual amount of purses paid in the last calendar year;
- (b) Estimated amount of purses to be paid in the next calendar year;
- (c) Actual handle generated by applicant on its live races in the last calendar year (all sources);
- (d) Direct employment numbers attributable to applicant in the last calendar year as evidenced by the number of people who received a Form W-2 and / or Form 1099 MISC and direct employment numbers of employees who are citizens of the Commonwealth;
- (e) Indirect employment numbers attributable to applicant in the last calendar year as evidenced by statements from sub-contract companies (such as

concession workers, security guards, tote personnel, etc.) as to employees assigned to applicant's facility;

- (f) Number of occupational licenses attributable to applicant in the last calendar year 2013;
  - (g) Amount of tax revenue and other revenues paid to the Commonwealth in the last calendar year including total Massachusetts income tax withheld from employees, Massachusetts sales taxes paid to the Commonwealth, Massachusetts corporate taxes actually paid or payable for the most recent fiscal year, and real estate taxes, as evidenced by appropriate source documents such as Forms W-2, M941, sales tax remittance forms, etc.;
  - (h) Total pari-mutuel revenue generated and paid to the Commonwealth in the last calendar year including state commissions, assessments, association license fees, occupational license fees, fines, penalties and miscellaneous revenues, other than unclaimed wagers, paid to the Massachusetts State Racing Commission and Massachusetts Gaming Commission.
27. Include as Exhibit **27** a master list of requested simulcast imports. A new form ("Licensee Request for Simulcast Import") MUST be completed for EACH signal and submitted to the Commission no later than November 29 of each calendar year. Approval letters from the host racetrack's regulatory authority and both representative horsemen's groups must be on file with MGC by the close of business on the day prior to the first day of import.
28. Include as Exhibit **28** a master list of requested simulcast export outlets with this application. Such list should identify all secondary, satellite, and/or guest sites serviced by the primary outlet. In addition, a new form ("Licensee Request for Simulcast Export") MUST be completed for each signal and submitted to the Commission, along with an approval letter from the applicant's representative horsemen's group, no later than 30 days before the first scheduled day of the live race meet.
29. Include as Exhibit **29** a request for authorization for a system of account wagering in accordance with 205 CMR 6.20: General Account Wagering. The request shall include information related to any planned, non-monetary, incentive programs and account security plans. If a service provider is used, include copies of any and all agreements between the service provider and the applicant regarding the services to be provided by the service provider to the applicant in respect to the applicant's account wagering operations
30. General Conditions
- (1) Approval of a race meeting by the Commission does not establish the Commission as the insurer or guarantor of the safety or physical condition of the association's facilities or purse of any race.

- (2) By submitting this application, applicant agrees to indemnify, save and hold harmless the Commission from any and all liability arising from unsafe conditions at the applicant's premises and default in payment of purses.
- (3) Applicant shall provide the Commission with a certificate of liability insurance as required by the Commission.
- (4) Applicant shall maintain in an approved depository, those amounts deducted from the pari-mutuel handle for distribution for the purposes specified in the Ch. 128A, 128C, and Commission rules.
- (5) Applicant and its managing officers are jointly and severally responsible to ensure that the amounts retained from the pari-mutuel handle are distributed according to the Ch. 128A, 128C, and Commission rules and not otherwise.
- (6) Applicant and its managing officers shall ensure that all purse monies, disbursements and appropriate nomination race monies are available to make timely distribution in accordance with Ch. 128A, and Commission rules.

The applicant agrees, if a license is issued, to abide by and comply with the provisions of Chapters 128A and 128C of the General Laws now in effect or as hereafter amended and any rules and regulations heretofore or hereafter promulgated by the Massachusetts Gaming Commission. The applicant agrees that that if a license is granted, it will become the duty of the applicant as long as the license shall remain in effect, to file with the Massachusetts Gaming Commission such reports as may be required by Chapters 128A and 128C of the General Laws now in effect or as hereafter amended and such rules and regulations as it has adopted or may hereafter adopt, and to make such payments as may be required by law, and for failure so to do, the licensee shall incur the penalties set forth in Chapters 128A and 128C of the General Laws, or in such rules and regulations as said Massachusetts Gaming Commission has adopted or may hereafter adopt.

The applicant agrees to comply with all federal, state or local laws, rules, regulations or ordinances, now in effect or hereafter adopted applicable to applicant's activities allowed under a license granted by the Commission.

The applicant agrees that any construction on the premises covered by a license granted by the Commission shall be subject to the inspection of Commission and to that end further agrees that the Commission, its agents, representatives or employees, shall have access to the same during construction, and further agrees to so construct in strict accordance with such plans and specifications as may hereafter be approved by the Commission and to pay for the cost and expense incurred for the study and approval of the plans and specifications and inspection of the construction by said Massachusetts Gaming Commission. The applicant agrees that all buildings erected or to be erected on the premises here involved may be inspected by the Massachusetts Gaming Commission and their duly authorized agents, representatives or employees at any time, with or without prior notice to applicant.

Applicant agrees that all exhibits, statements, plans reports, papers, etc. submitted with the application are made a part hereof and are incorporated into this application as if set forth herein in full.

Applicant states under penalty of perjury that the answers provided in this application are true and correct. Applicant agrees that any license which may hereafter be granted is predicated upon statements and answers herein contained and that if the Commission determines that any information provided herein is false or misleading said license may be revoked.

Applicant:

By: Cross

Date: September 29, 2015

WITNESS: Amanda Park

WITNESS: Lisa Hilde

ATTEST: \_\_\_\_\_  
Secretary (Affix Corporate Seal)

AFFIDAVIT BY LIMITED LIABILITY COMPANY APPLICANT

Pennsylvania  
Commonwealth of ~~Massachusetts~~, County of Berks

Carl Sottosanti, being duly sworn, upon \_\_\_ oath deposes and says that:

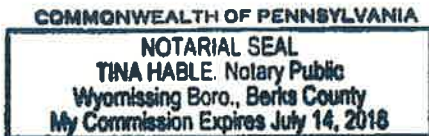
- Secretary of Massachusetts Gaming Ventures, LLC,  
1. X is the managing member of the Limited Liability Company named as the applicant and signed the foregoing application.
2. X was duly authorized to sign said application in its name and in its behalf.
3. X has read and fully understands all of the questions pertaining to such applicant and that all of the foregoing answers, statements and declarations made thereto are true.

Subscribed and sworn to before me this 29 day of September 2015

Carl Sottosanti  
Signature of Affiant

Tina Hable  
Signature of officer administering oath

Notary Public  
Title of such officer



## **EXHIBITS**

WESTCHESTER FIRE INSURANCE COMPANY  
436 Walnut Street, WA10H, Philadelphia, PA 19106-3703

**CONTINUATION CERTIFICATE**

The company indicated above, hereinafter called the "Company" as Surety on Bond #K08850781 in the sum of One Hundred Twenty-five Thousand and 00/100 Dollars (\$125,000.00) on behalf of Springfield Gaming and Redevelopment, LLC, Principal, in favor of Commonwealth of Massachusetts, hereby certifies that this bond is continued in full force and effect from the 1<sup>st</sup> day of January, 2016 to the 31<sup>st</sup> day of December, 2016, subject to all covenants and conditions of said bond.

This bond has been continued in force upon the express condition that the full extent of the Company's liability under said bond and all continuations thereof for any loss or series of losses occurring during the entire time the Company remains on said bond shall in no event exceed the sum of the bond.

In witness whereof the Company has caused this instrument to be duly signed, sealed and dated as of the 25<sup>th</sup> day of September, 2015.

WESTCHESTER FIRE INSURANCE COMPANY  
Surety

By Adanna Brathwaite  
Adanna Brathwaite, Attorney-in-fact

ACE Surety Underwriting Services  
436 Walnut Street, WA10H  
Philadelphia, PA 191 06-3703  
Phone 1-800-392-3770



# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Adanna Brathwaite, Erin M Margelis, Julia B Taylor, Tara Vaughns, all of the City of WASHINGTON, District Of Columbia, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Fifty million dollars & zero cents (\$50,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 18 day of June 2015.

WESTCHESTER FIRE INSURANCE COMPANY



  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

On this 18 day of June, AD. 2015 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.

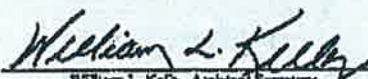


  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 25 day of SEPTEMBER, 2015



  
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER June 18, 2017.



**EXHIBIT 6**

**The days on which it is intended to hold or conduct such a meeting, the number of races to be run daily and the minimum purse per race.**

Mondays, Tuesdays & Thursdays in April, starting April 11

Mondays, Tuesdays, Thursdays & Fridays in May & June (no racing May 30)

Mondays, Tuesdays & Thursday in July through September 8 (no racing July 4 & Sept. 5)

Mondays, Tuesdays, Thursdays & Fridays September 12 through November 18

Mondays & Tuesdays November 21 through November 29

Post Time: April through August 4:00 PM

September through November 1:00 PM

**Please see attached 2015 racing calendar**



PLAINRIDGE PARK  
CASINO

# 2016 Live Racing Calendar

APRIL						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

9 Race Days

MAY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

17 Race Days

JUNE						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

17 Race Days

JULY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24/31	25	26	27	28	29	30

11 Race Days

AUGUST						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

14 Race Days

SEPTEMBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

15 Race Days

OCTOBER						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24/31	25	26	27	28	29

17 Race Days

NOVEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

15 Race Days

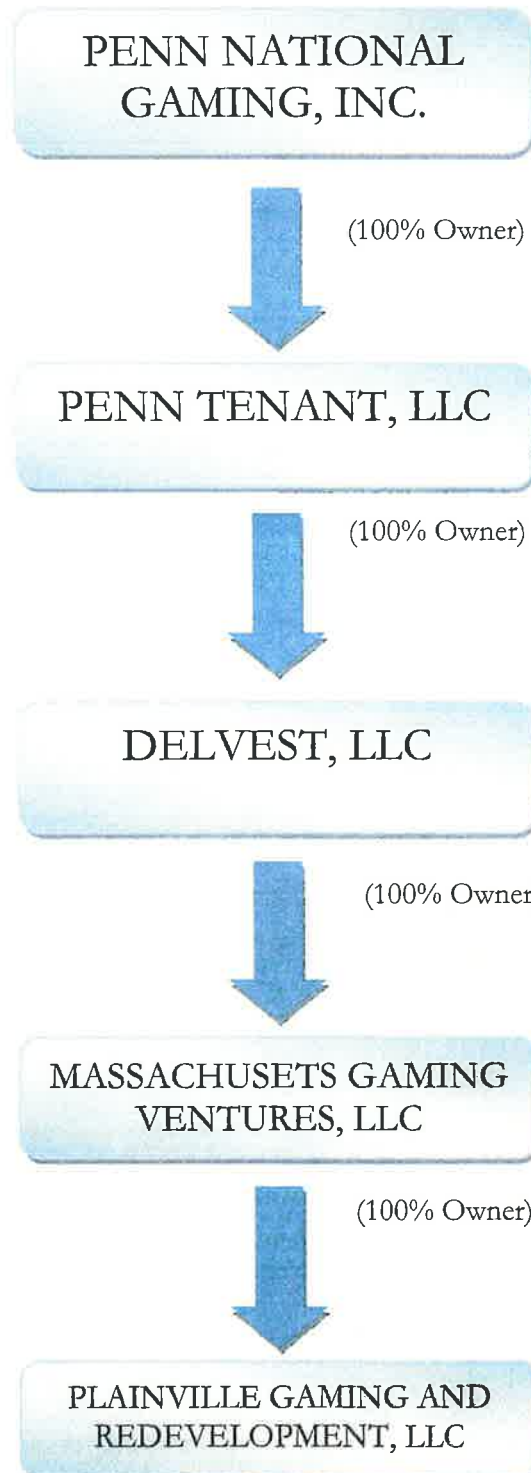
 4:00 PM Post Time

 1:00 PM Post Time

**EXHIBIT 11A**

**Submit as Exhibit 11 (a) the name, place, date of birth and legal residence of each shareholder, member, manager, partner and/or officer of applicant and the office held by each.**

Plainville Gaming and Redevelopment, LLC is member-managed by Massachusetts Gaming Ventures, LLC, and is ultimately a subsidiary of Penn National Gaming, Inc. It has no officers or directors.



**EXHIBIT 11B**

**Submit as Exhibit 11 (b) a statement showing (a) class of stock issued or to be issued (designate which), (b) par value, (c) vote per share, (d) number of shares authorized, (e) number of shares issued (f) number of shares subscribed, and (g) total number of shares and the percentage of shares owned by each shareholder.**

Plainville Gaming and Redevelopment, LLC is a wholly-owned subsidiary of Massachusetts Gaming Ventures, LLC. This company is not certificated; therefore, there are no shares of stock issued or outstanding.

**EXHIBIT 11C**

**If applicant is a foreign corporation, LLC or partnership, submit as Exhibit 11 (c) a statement listing the state of formation, the entity’s qualification to do business in Massachusetts and the name and address of the registered agent for service of process in Massachusetts.**

Plainville Gaming and Redevelopment, LLC is a Delaware, LLC, qualified to do business in the Commonwealth of Massachusetts. The entity’s registered agent is CT Corporation System, 155 Federal Street, Suite 700, Boston, MA 02110. Please see attached **Exhibit 11C-1**, certificate of formation in Delaware, and **Exhibit 11C-2**, evidence of Massachusetts qualification.

**CERTIFICATE OF AMENDMENT  
OF A  
FOREIGN LIMITED LIABILITY COMPANY**

**Federal Employer Identification No.**

**1. The name of the foreign limited liability company is:**

**SPRINGFIELD GAMING AND REDEVELOPMENT, LLC**

**1a. The name, if different, under which it is registered and doing business in the Commonwealth is:**

**2. Its jurisdiction of organization and date of organization is: DELAWARE; 10/08/2012**

**3. The date its Application for Registration was filed with the Massachusetts Secretary of the Commonwealth is: 10/12/2012**

**4. The name and business address, if different from its principal office location, of each manager:**

**None**

**5. The name of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property whether to be filed with the registry of deeds or a district office of the land court, if any, and business address, if different from its principal office location:**

**Saul V. Reibstein  
825 Berkshire Boulevard, Suite 200  
Wyomissing, PA 19610**

**6. The amendment to its Application for Registration is as follows:**

**Article 1a in the Foreign Limited Liability Company Application for Registration is hereby amended as follows:**

**The exact name of the limited liability company: Plainville Gaming and Redevelopment, LLC.**

**The name of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property and their business address is:**

**Saul V. Reibstein  
825 Berkshire Boulevard, Suite 200  
Wyomissing, PA 19610**

DATED: April 3, 2015

SPRINGFIELD GAMING AND REDEVELOPMENT, LLC  
*(Limited Liability Company Name)*

By: 

Western Mass. Gaming Ventures, LLC, member  
Saul V. Reibstein, Treasurer

*(Print Name)*



# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "SPRINGFIELD GAMING AND REDEVELOPMENT, LLC", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "PLAINVILLE GAMING AND REDEVELOPMENT, LLC", THE SEVENTH DAY OF APRIL, A.D. 2015, AT 7:10 O'CLOCK P.M.

5224479 8320

150479054

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



*Jeffrey W. Bullock*  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 2277980

DATE: 04-09-15

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

April 09, 2015 05:04 PM

A handwritten signature in cursive script that reads "William Francis Galvin". The signature is written in black ink and is centered on the page.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

# Delaware

PAGE 1

*The First State*


I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "SPRINGFIELD GAMING AND REDEVELOPMENT, LLC", CHANGING ITS NAME FROM "SPRINGFIELD GAMING AND REDEVELOPMENT, LLC" TO "PLAINVILLE GAMING AND REDEVELOPMENT, LLC", FILED IN THIS OFFICE ON THE SEVENTH DAY OF APRIL, A.D. 2015, AT 7:10 O'CLOCK P.M.

5224479 8100

150479054

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 2277979

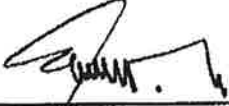
DATE: 04-09-15

STATE OF DELAWARE  
CERTIFICATE OF AMENDMENT  
TO THE  
CERTIFICATE OF FORMATION  
OF  
SPRINGFIELD GAMING AND REDEVELOPMENT, LLC

1. Name of limited liability company: Springfield Gaming and Redevelopment, LLC.
2. Article First of the Certificate of Formation of the limited liability company is hereby amended as follows:

The name of the limited liability company is: Plainville Gaming and Redevelopment, LLC.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the  
3<sup>rd</sup> day of April, 2015.

  
\_\_\_\_\_  
Saul Y. Reibstein  
Authorized Person

# Delaware

PAGE 1

*The First State*

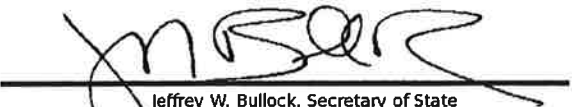
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "WESTERN MASS. GAMING VENTURES, LLC", CHANGING ITS NAME FROM "WESTERN MASS. GAMING VENTURES, LLC" TO "MASSACHUSETTS GAMING VENTURES, LLC", FILED IN THIS OFFICE ON THE SEVENTH DAY OF APRIL, A.D. 2015, AT 7:13 O'CLOCK P.M.

4879682 8100

150479058

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 2271184


DATE: 04-08-15

**STATE OF DELAWARE**  
**CERTIFICATE OF AMENDMENT**  
**TO THE**  
**CERTIFICATE OF FORMATION**  
**OF**  
**WESTERN MASS. GAMING VENTURES, LLC**

1. Name of limited liability company: Western Mass. Gaming Ventures, LLC.
2. Article First of the Certificate of Formation of the limited liability company is hereby amended as follows:

The name of the limited liability company is: Massachusetts Gaming Ventures, LLC.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 3<sup>rd</sup> day of April, 2015.

  
\_\_\_\_\_  
Saul V. Reibstein  
Authorized Person

**CERTIFICATE OF AMENDMENT  
OF A  
FOREIGN LIMITED LIABILITY COMPANY**

**Federal Employer Identification No.**

**1. The name of the foreign limited liability company is:**

**WESTERN MASS. GAMING VENTURES, LLC**

**1a. The name, if different, under which it is registered and doing business in the Commonwealth is:**

**2. Its jurisdiction of organization and date of organization is: DELAWARE; 10/04/2010**

**3. The date its Application for Registration was filed with the Massachusetts Secretary of the Commonwealth is: 10/12/2012**

**4. The name and business address, if different from its principal office location, of each manager:**

**None**

**5. The name of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property whether to be filed with the registry of deeds or a district office of the land court, if any, and business address, if different from its principal office location:**

**Saul V. Reibstein  
825 Berkshire Boulevard, Suite 200  
Wyomissing, PA 19610**

**6. The amendment to its Application for Registration is as follows:**

**Article 1a in the Foreign Limited Liability Company Application for Registration is hereby amended as follows:**

**The exact name of the limited liability company: Massachusetts Gaming Ventures, LLC.**

**The name of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property and their business address is:**

**Saul V. Reibstein  
825 Berkshire Boulevard, Suite 200  
Wyomissing, PA 19610**

DATED: April 3, 2015

WESTERN MASS. GAMING VENTURES, LLC  
*(Limited Liability Company Name)*

By: 

Saul V. Reibstein, Treasurer

*(Print Name)*



# Delaware

PAGE 1

*The First State*

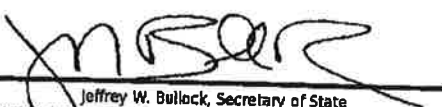
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "WESTERN MASS. GAMING VENTURES, LLC", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "MASSACHUSETTS GAMING VENTURES, LLC", THE SEVENTH DAY OF APRIL, A.D. 2015, AT 7:13 O'CLOCK P.M.



4879682 8320

150479058

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 2271185

DATE: 04-08-15

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

April 08, 2015 05:05 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, prominent initial "W".

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

**EXHIBIT 11D**

**If business entity is an LLC or other organized entity that does not issue stock, submit as Exhibit 11 (d), a schedule of ownership listing all members/managers and percentage of entity held.**

Plainville Gaming and Redevelopment, LLC is 100% owned by Massachusetts Gaming Ventures, LLC and ultimately a subsidiary of Penn National Gaming, Inc. Please see organizational chart below:



**EXHIBIT 11E**

**If business entity is a partnership or other organized entity, submit as Exhibit 11 (e) a schedule listing the partners or others holding an interest and the percentage of the entity held.**

Not applicable.

**EXHIBIT 11F**

**Is the beneficial owner of any stock or share of business entity a person other than the owner of record or subscriber? If the answer to this question is yes, submit as Exhibit 11 (f) a statement showing (1) the name of the owner of record, or subscriber, (2) the name of the beneficial owner, (3) the conditions under which the owner or subscriber holds and votes or has subscribed for such stock or share of business entity (4) whether applicant has any other obligations or securities authorized or outstanding which bear voting rights whether absolutely or upon any contingency (5) the nature of such securities, (6) the face value or par value, (7) the number of units authorized, (8) the number of units issued and outstanding, (9) the number of units, if any, proposed to be issued, (10) the conditions or contingency upon which such securities may be voted, and (11) facts showing whether or not such securities have been voted or entitled to be voted in in the period commencing five (5) years prior to this application.**

No.

**EXHIBIT 11G**

**Does the applicant have officers, directors, members or managers who are also officers, directors, members, or managers of any other race track that is or has been licensed by this or any other racing or gaming commission? If the answer to this question is yes, submit as Exhibit 11 (g) a list of such officers, directors, members or managers, the race track or gaming facility involved, the date of licensure, the type of license and the jurisdiction in which such race track or gaming facility is located.**

The racing subsidiaries of Penn National Gaming, Inc., the ultimate parent company of Plainville Gaming and Redevelopment, LLC, are as follows:

Penn National Gaming, Inc.

*CASINO AND RACETRACK LICENSES HELD*

Rev. 9/28/15

Licensed Entity / FEIN	DBA	State	Regulatory Authority	Regulatory Agency Address	Type of License	Year PNGI Acquired/Built	License Exp. Date (Mo-Yr)
Penn Sanford, LLC - 26-0478553	Sanford-Orlando Kennel Club	FL	Florida Dept of Pari-Mutuel Wagering	Northwood Centre 1940 North Monroe Street Tallahassee, FL 32399	Greyhound Racing	2007	June, 2016
SOKC, LLC - 26-0478576	Sanford-Orlando Kennel Club	FL	Florida Dept of Pari-Mutuel Wagering	Northwood Centre 1940 North Monroe Street Tallahassee, FL 32399	Greyhound Racing	2007	June, 2016
Alton Casino, LLC - 46-3410861	Alton Belle Casino	IL	Illinois Gaming Board	See above	Riverboat Gaming License	2005	Oct-15
HC Joliet, LLC - 46-3408585	Hollywood Casino Joliet	IL	Illinois Gaming Board	160 N. LaSalle, 3rd Floor Chicago, IL 60601 312.814.4710	Riverboat Gaming License	2005	July, 2018
HC Aurora, LLC - 46-3408483	Hollywood Casino Aurora	IL	Illinois Gaming Board	See above	Riverboat Gaming License	2003	December, 2018
Indiana Gaming Company, LLC - 37-1314871	Hollywood Casino Lawrenceburg	IN	Indiana Gaming Commission	101 W. Washington Street East Tower, Suite 1600 Indianapolis, IN 46204 317.233.0046	Riverboat Owner's License	2005	December, 2015
Kansas Entertainment, LLC - 26-1107024	Hollywood Casino Kansas (50 % joint venture with affiliate of International Speedway Co)	KS	Kansas Racing & Gaming Commission	700 SW Harrison, Suite 500 Topeka, KS 66603-3754	Found Suitable	2012	Pending Renewal - expires Feb 2015
Kansas Entertainment, LLC - 26-1107024	Hollywood Casino Kansas (50 % joint venture with affiliate of International Speedway Co)	KS	Kansas Lottery	128 N Kansas Avenue, Topeka, KS 66603	Lottery Facility Manager	2012	Pending Renewal - expires Feb 2015
Prince George's Racing Ventures, LLC - 27-5172426	Rosecroft Raceway	MD	Maryland Racing Commission	300 E. Towsontowne Boulevard Towson, Maryland 21286	Found Suitable as an owner	2011	Annually
Plainville Gaming and Redevelopment, LLC - 37-1714120	Plainridge Racecourse	MA	Massachusetts Gaming Commission, Division of Racing	84 State St., Suite 720, Boston, MA 02109; 617-979-8400	Harness Horse Race License	2013	October, 2015
Plainville Gaming and Redevelopment, LLC - 37-1714120	Plainridge Park Casino	MA	Massachusetts Gaming Commission	84 State St., Suite 720, Boston, MA 02109; 617-979-8400	Category 2 Slots Parlor License	2014	February, 2017

Licensed Entity / FEIN	DBA	State	Regulatory Authority	Regulatory Agency Address	Type of License	Year PNGI Acquired/Built	License Exp. Date (Mo-Yr)
HC Bangor, LLC - 46-3490725	Hollywood Slots, Hotel & Raceway	ME	Maine Harness Racing Commission	28 State House Station Augusta, Maine 04333-0028 207.287.3221	Live Racing	2004	December, 2015
HC Bangor, LLC - 46-3490725	Hollywood Slots, Hotel & Raceway	ME	Maine Gambling Control Board	45 Commerce Drive 87 SHS Augusta, Maine 04333-0087 207.626.3900	Casino operator license	2004	February, 2016
St. Louis Gaming Ventures, LLC - 46-0574932	Hollywood Casino St. Louis	MO	Missouri Gaming Commission	3417 Knipp Drive Jefferson City, MO 65109 573.526.4080	Class B Gaming License	2012	Oct-18
The Missouri Gaming Company, LLC - 37-1311505	Argosy Riverside Casino	MO	Missouri Gaming Commission	3417 Knipp Drive Jefferson City, MO 65109 573.526.4080	Class B Gaming License	2005	Feb-18
Penn National Gaming, Inc. - 23-2234473	N/A	MO	Missouri Gaming Commission	3417 Knipp Drive, Jefferson City, MO 65109; 573-526-4080	Class A License	2005	Feb-18
BSLO, LLC - 90-1009274	Hollywood Casino Gulf Coast	MS	Mississippi Gaming Commission	620 North Street, Suite 200 Jackson, MS 39202 601.576.3800	Gaming/ Operator License	2000	October, 2016
BTN, LLC - 46-3358433	Boomtown Casino Biloxi	MS	Mississippi Gaming Commission	620 North Street, Suite 200 Jackson, MS 39202 601.576.3800	Gaming/ Operator License	2000	October, 2016
HWCC-Tunica, LLC - 75-2513808	Hollywood Casino Tunica	MS	Mississippi Gaming Commission	620 North Street, Suite 200 Jackson, MS 39202 601.576.3800	Gaming/ Operator License	2003	October, 2016
FR Park Racing, L.P.	Freehold Race (49.95% owned by PNG but not managed by PNG)	NJ	New Jersey Racing Commission	140 East Front Street 4th Floor PO Box 088 Trenton, NJ 08625	Horse Race License		December, 2015
Penn NJ OTW, LLC - 46-1813715	Favorites at Gloucester Township	NJ	New Jersey Racing Commission	140 East Front Street 4th Floor PO Box 088 Trenton, NJ 08625	Horse Race License	2014 (Feb.)	February, 2016
Zia Park LLC - 20-5674616	Zia Park and Black Gold Casino	NM	New Mexico Gaming Control Board	4900 Alameda Boulevard NE Albuquerque, NM 87113 505.841.9700	Operator License	2007	April, 2016
Zia Park LLC - 20-5674616	Zia Park and Black Gold Casino	NM	Racing Commission of the State of NM	4900 Alameda Boulevard NE Suite A Albuquerque, NM 87113 505.222.0700	Simulcast License	2007	December, 2015



Licensed Entity / FEIN	DBA	State	Regulatory Authority	Regulatory Agency Address	Type of License	Year PNGI Acquired/Built	License Exp. Date (Mo-Yr)
Zia Park LLC - 20-5674616	Zia Park and Black Gold Casino	NM	Racing Commission of the State of NM	See above	Horse Race License	2007	December, 2015
LVGV, LLC - 46-2117031	The M Resort Spa Casino	NV	Nevada Gaming Commission	1819 College Parkway Carson City, NV 89706	Finding of Suitability	2011	No expiration date
Tropicana Las Vegas, Inc. - 27-0295690	Tropicana	NV	Nevada Gaming Commission	1819 College Parkway Carson City, NV 89706	Finding of Suitability/Casino License	2015 (Aug)	No expiration date
Youngstown Real Estate Ventures, LLC - 27-4202506	Hollywood Gaming at Mahoning Valley Racecourse	OH	Ohio State Racing Commission	77 S. High St. - 18th Floor Columbus, OH 43215-6108 614.466.2757	Permit to Conduct A Commercial Horse Race Meeting	2014 (Sept)	Thoroughbred #1-Permit C15-11- expires 6/30/15; Thoroughbred #2-Permit C15-12- expires 12/31/15; Quarter Horse #1-Permit C15-13- expires 5/16/15; Quarter Horse #2-Permit C15-14- expires 11/27/15
Youngstown Real Estate Ventures, LLC - 27-4202506	Hollywood Gaming at Mahoning Valley Racecourse	OH	Ohio Lottery Commission	615 W. Superior Ave. Cleveland, OH 44113	Video Lottery Sales Agent	2014 (Sept)	September, 2017
Dayton Real Estate Ventures, LLC - 27-4095967	Hollywood Gaming at Dayton Raceway	OH	Ohio Lottery Commission	616 W. Superior Ave., Cleveland OH 44113	Video Lottery Sales Agent	2014 (Aug)	Aug-17
Dayton Real Estate Ventures, LLC - 27-4095967	Hollywood Gaming at Dayton Raceway	OH	Ohio State Racing Commission	77 S. High St. - 18th Floor Columbus, OH 43215-6108 614.466.2757	Permit to Conduct A Commercial Horse Race Meeting	2014 (Aug)	Harness #1 Permit C15-61- expires 7/31/15; Harness #2 Permit C14-62- expires 12/31/15
Toledo Gaming Ventures, LLC - 26-4316611	Hollywood Casino Toledo	OH	Ohio Casino Control Commission	10 West Broad Street, 6th Floor Columbus OH, 43215	Casino operator license	2012	Oct-16
Central Ohio Gaming Ventures, LLC - 27-3244313	Hollywood Casino Columbus	OH	Ohio Casino Control Commission	10 West Broad Street, 6th Floor Columbus OH, 43215	Casino operator license	2012	August, 2018
CHC Casino Canada Limited	Casino Rama (Penn manages but does not own this facility)	Ontario	Alcohol and Gaming Commission of Ontario	20 Dundas Street West, 10th Floor Toronto, Ontario M5G 2N6 416.326.8700	Gaming Related Supplier-Operator	2001	Pending Renewal

Licensed Entity / FEIN	DBA	State	Regulatory Authority	Regulatory Agency Address	Type of License	Year PNGI Acquired/Built	License Exp. Date (Mo-Yr)
Mountainview Thoroughbred Racing Association - 46-3358320	Hollywood Casino at Penn National Race Course	PA	Pennsylvania Gaming Control Board	PO Box 69060 Harrisburg, PA 17106-9060 717.346.8300	Gaming	2008	August, 2017
Mountainview Thoroughbred Racing Association - 46-3358320	Hollywood Casino at Penn National Race Course	PA	Pennsylvania State Horse Racing Commission	Agricultural Building, Room 304 2301 N. Cameron, St. Harrisburg, PA 17110 717.787.6902	Horse Race License	2008	August, 2017
Houston Gaming Ventures, Inc. - 27-3496367	Sam Houston Race Park (50% owned by PNG and managed by PNG)	TX	Texas Racing Commission	8505 Cross Park Dr. #110 Austin, TX 78754	Found Suitable as an owner	2011	n/a
PNGI Charles Town Gaming, LLC - 46-3210448	Hollywood Casino at Charles Town Races	WV	West Virginia Racing Commission	310 Lee Road Follansbee, WV 26037 304.558.2150	Race Meeting	1997	December, 2015
PNGI Charles Town Gaming, LLC - 46-3210448	Hollywood Casino at Charles Town Races	WV	West Virginia Lottery Commission	312 MacCorkle Avenue, S.E. Charleston, WV 25327 304.558.0500	Casino License	1997	Pending Renewal expires June, 2015 (Annual License)
<b>PENDING OR EXPECTED FUTURE LICENSES</b>							
San Diego Gaming Ventures, LLC - 47-2891030	Hollywood Casino Jamul	CA	California Gambling Control Commission and National Indian Gaming Commission	2399 Gateway Oaks Dr., Suite 220, Sacramento, CA 95833; 1441 L St., NW, Suite 9100, Washington DC 20005	Gaming	Pending approval	n/a

## EXHIBIT 12

### **Has applicant had a race track or gaming license revoked by order of decree of any Federal or State Court or any State Racing or Gaming Commission?**

Penn National Gaming, Inc. (“Penn”) previously owned and operated a riverboat casino, the Argosy Casino, in Sioux City, Iowa, through an operating subsidiary, the Belle of Sioux City, L.P. (“Belle”). Penn has owned and operated the riverboat since 2005 when Penn acquired Argosy Gaming Company. Over the past nine years, Penn has invested millions of dollars in capital investments in the Belle and has maintained an excellent operating and regulatory record in Iowa.

The Iowa Racing and Gaming Commission (“IRGC”) issued a ruling to not renew Belle’s gaming license. As a result, the Belle was required to cease operations on July 30, 2014. As described more fully below, the decision has absolutely nothing to do with the operating or suitability record of the Belle or Penn but rather is based on nuances of Iowa law that require the gaming operator to partner with a licensed charity.

Iowa law requires gaming licenses to be issued jointly to a gaming operator and a local charitable organization known under Iowa law as a qualified sponsoring organization (“QSO”). The QSO receives a percentage of the gaming revenue from the casino. For the past 20 years, the Missouri River Historical District, Inc. (“MRHD”) has served as the Belle’s QSO through a 20-year operating agreement. In the summer of 2012, the agreement was set to expire, and it had no further renewal options. Belle and MRHD were unable to agree to a long-term extension of their operating agreement and it became clear to Belle that MRHD wanted to partner with another operator. Belle, in turn, requested the IRGC to license a new QSO which could step into the shoes of MRHD and become Belle's new partner so it could continue operations at the Argosy Casino. The IRGC did not grant this request and instead stated it would open up the county and accept applications for a new land-based casino that would replace the Argosy Casino riverboat.

Several operators submitted applications, including Penn with a new QSO. A proposal was also submitted by Hard Rock/Warner Gaming with MRHD as its QSO. On April 18, 2013, the IRGC awarded the land-based casino to Hard Rock/Warner Gaming. The Hard Rock Casino is scheduled to open on August 1, 2014.

Throughout this entire time the IRGC had allowed the Belle to remain open. In August 2013, the IRGC informed Belle that it would not renew the Belle’s existing operator’s license based on the lack of an operating agreement between Belle and MRHD. Belle has filed litigation to contest this non-renewal, however, it will not be permitted to remain open while it continues its litigation contesting the IRGC’s decision.

**Most importantly, the decision by the IRGC not to renew the Belle’s license has nothing to do with the suitability of Belle or Penn, rather, it is the result of the IRGC’s interpretation of Iowa law, which the Belle is contesting. In fact, the IRGC’s Administrator, Brian Ohorilko testified under oath that he agreed that Belle had a good operating and regulatory record and that nothing about Belle’s operating or regulatory record had factored in to the IRGC’s decision to not renew Belle’s license.**

**EXHIBIT 13A**

**Does the applicant or any of its officers, directors, members, or managers, have now, or have ever had, any direct or indirect financial or other interest in: Any harness horse, running horse, or dog racing meeting conducting legalized pari-mutuel wagering?**

**If the answer to this question is yes, submit as Exhibit 13 (a) a list describing the name of the officer, director, member or manager having the interest, the type of the interest, the amount of the interest, the name of the entity in which the interest is held, and the location of the entity and the jurisdiction licensing the entity.**

Please see **Exhibit 11G**.

**EXHIBIT 13B**

**Does the applicant or any of its officers, directors, members, or managers, have now, or have ever had, any direct or indirect financial or other interest in:**

**Any application other than this pending before the Massachusetts Gaming Commission?**

**If the answer to this question is yes, submit as Exhibit 13 (b) a list of all such applications, the type of application, the date such application was filed, the date the application was granted or rejected or whether the application is currently pending.**

<b>Type of Application</b>	<b>Date filed</b>	<b>Status</b>
Business Entity Disclosure Form	January 2, 2013	Approved
Category 2 Gaming License	October 4, 2013	Awarded February 28, 2014

**EXHIBIT 14**

**How does applicant control the real property on which the race track is located?**

**Fee Simple Ownership**

**Deed**

301 Washington Street, Plainville, Norfolk County, Massachusetts

## QUITCLAIM DEED

OURWAY REALTY LLC, a Massachusetts limited liability company ("Grantor"), having an address at 181 Wells Avenue, Suite 301, Newton, MA 02549, for consideration of Forty Two Million and 00/100 Dollars (\$42,000,000.00) paid, grants to SPRINGFIELD GAMING AND REDEVELOPMENT, LLC, a Delaware limited liability company ("Grantee"), having an address of c/o Penn National Gaming, Inc., 825 Berkshire Boulevard, Wyomissing, Pennsylvania 19610, Attention: General Counsel, with QUITCLAIM COVENANTS, the land and improvements thereon legally described in Exhibit A attached hereto and incorporated herein by this reference.

This conveyance is made subject to and with the benefit of all restrictions, easements and encumbrances that are of record, insofar as the same may be in force and applicable, and to the lien of real estate taxes not yet due and payable, which such taxes Grantee, by acceptance hereof, agrees to pay.


For Grantor's title, see Certificate of Title No. 157243 filed with the Norfolk County Registry District of the Land Court in Registration Book 787, Page 43.

Grantor hereby certifies that Grantor is not classified for the current taxable year as a corporation for federal income tax purposes.

[SIGNATURE PAGE FOLLOWS]

Executed under seal as the 10<sup>th</sup> day of April, 2014.

OURWAY REALTY, LLC

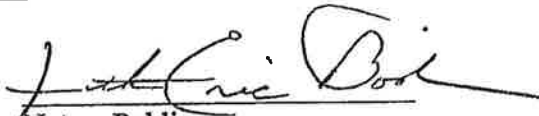
By:   
Name: Alfred S. Ross  
Title: Authorized Real Property Signatory

COMMONWEALTH OF MASSACHUSETTS ).

COUNTY OF Suffolk ) ss.  
)

April 10, 2014

Before me, the undersigned notary public, personally appeared the above named Alfred S. Ross, the Authorized Real Property Signatory for Ourway Realty, LLC, whose name is signed on the preceding document, and such person acknowledged to me that he signed such document voluntarily, for its stated purpose. The identity of such person was proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness, or  personal knowledge of the undersigned.

  
Notary Public  
My Commission Expires:

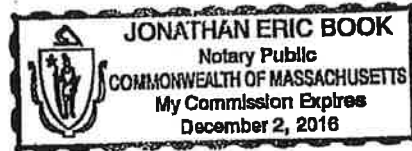




EXHIBIT A  
LEGAL DESCRIPTION

A certain parcel of land situated in said Plainville, bounded and described as follows:

---

Northwesterly, Northerly, Northwesterly and Northerly by the Southeasterly, Southerly, Southeasterly and Southerly lines of Interstate Route-495, No Access, thirty one hundred one and 12/100 (3101.12) feet;

Northeasterly, two hundred fifty nine and 90/100 (25.90) feet;

Southeasterly, about ninety one (91) feet, by land now or formerly of the City of Attleboro;

Southerly, Southeasterly, Easterly, Southeasterly and Easterly, by Lake Mitimichi;

Southeasterly by Haynes Road, about two hundred nine and 791/100 (209.79) feet;

Northwesterly, twenty two and 69/100 (22.69) feet;

Westerly, one hundred nine and 82/100 (109.82) feet;

Southerly, one hundred (100) feet;

Easterly, one hundred sixty and 88/100 (160.88) feet, by land now or formerly of Reservoir Estates Inc.;

Southwesterly by said Haynes Road, one hundred ninety one and 13/100 (191.13) feet;

Northwesterly, thirty seven and 36/100 (37.36) feet;

Westerly, one hundred twenty two and 55/100 (122.55) feet;

Southerly, one hundred twenty (120) feet, by land now or formerly of said Reservoir Estates, Inc.;

Westerly by land now or formerly of Richard Freitas et al, two hundred eighty six and 491/100 (286.49) feet;

Southerly by lands of sundry adjoining owners, shown on plan filed with Certificate No. 110963, nine hundred twenty four (924) feet;

Easterly by land now or formerly of Richard A. Laliberte, three hundred thirty (330) feet;

Southeasterly by said Haynes Road, two hundred eighty eight and 98/100 (288.98) feet; and

Southwesterly by land now or formerly of F.E. Daddaria, fourteen hundred forty six and 07/100 (1446.07) feet.

All of said boundaries, except the water lines, are determined by the Land Court to be located as shown on the following plans which comprise lot number 12 on a plan drawn by Ralph I. Maloon, Surveyor, dated December 12, 1974, as modified and approved by said Court, filed in the Land Registration Office as No. 39078A, a copy of a portion of which is filed in Norfolk Registry District with Certificate No. 110964, Sheet 1, Book 555; and a parcel on a plan drawn by Ralph I. Maloon, Surveyor, dated December 12, 1974, as modified and approved by said Court, filed in the Land Registration Office as No. 39077 A, a copy of a portion of which is filed in Norfolk Registry District with Certificate No. 110963, Sheets 1 and 2, Book 555. Together with the rights, if any, created by a Commonwealth of Massachusetts Taking, dated May 12, 1965, recorded with Norfolk Registry of Deeds at Book 4254, Page 076 (RTE 495).

**EXHIBIT 14A**

**Submit as Exhibit 14 (a) the exact description, by metes and bounds, number of acres in premises, a plot plan showing the entire premises with all buildings presently on premises or proposed to be erected on said premises, information showing accessibility by highway, railroad and/or other means of public transportation, population within a 50 mile radius, and distances from principal cities, within said 50 mile radius. If applicant does not control the real property on which the race track is located by fee simple ownership, include the name and address of the fee simple owner or lessor of the real property. If the fee simple owner or lessor is a corporation, LLC, partnership or other business entity, also include a list of the officers, directors, managers, member or other persons with an interest in the fee simple owner or lessor.**

**Please see attached Exhibit 14A.**

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**Exact Description of Property**  
**by**  
**Metes and Bounds**  
**of**  
**91+/- acres**  
**located at**  
**Haynes Road and Route 495**  
**with the address**  
**301 Washington Street**  
**Plainville, Massachusetts**

EXHIBIT A

A certain parcel of land situated in said Plainville, bounded and described as follows:

Northwesterly, Northerly, Northwesterly and Northerly by the Southeasterly, Southerly, Southeasterly and Southerly lines of Interstate Route-495, No Access, thirty one hundred one and 12/100 (3101.12) feet;

Northeasterly, two hundred fifty nine and 90/100 (259.90) feet, and

Southeasterly, about ninety one (91) feet, by land now or formerly of the City of Attleboro;

Southerly, Southeasterly, Easterly, Southeasterly and Easterly, by Lake Mirimichi;

Southeasterly by Haynes Road, about two hundred nine and 79/100 (209.79) feet;

Northwesterly, twenty two and 69/100 (22.69) feet.

Westerly, one hundred nine and 82/100 (109.82) feet,

Southerly, one hundred (100) feet, and

Easterly, one hundred sixty and 88/100 (160.88) feet, by land now or formerly of Reservoir Estates, Inc.;

Southwesterly by said Haynes Road, one hundred ninety one and 13/100 (191.13) feet;

Northwesterly, thirty seven and 36/100 (37.36) feet;

Westerly, one hundred twenty two and 55/100 (122.55) feet, and

Southerly, one hundred twenty (120) feet, by land now or formerly of said Reservoir Estates, Inc.;

Westerly by land now or formerly of Richard Freitas et al, two hundred eighty six and 49/100 (286.49) feet;

Southerly by lands of sundry adjoining owners, shown on plan filed with Certificate No. 110963, nine hundred twenty four (924) feet;

Easterly by land now or formerly of Richard A. Laliberte, three hundred thirty (330) feet;

Southeasterly by said Haynes Road, two hundred eighty eight and 98/100 (288.98) feet; and

Southwesterly by land now or formerly of F.E. Daddaria, fourteen hundred forty six and 07/100 (1446.07) feet.

Continued on Next Sheet

EXHIBIT A  
LEGAL DESCRIPTION - CONTINUED

All of said boundaries, except the water lines, are determined by the Land Court to be located as shown on the following plans which comprise lots numbered ~~3000~~ 12 on a plan drawn by Ralph I. Maloon, Surveyor, dated December 12, 1974, as modified and approved by said Court, filed in the Land Registration Office as No. 39078A, a copy of a portion of which is filed in Norfolk Registry District with Certificate No. 110964, Sheet 1, Book 555; and a parcel on a plan drawn by Ralph I. Maloon, Surveyor, dated December 12, 1974, as modified and approved by said Court, filed in the Land Registration Office as No. 39077A, a copy of a portion of which is filed in Norfolk Registry District with Certificate No. 110963, Sheets 1 and 2, Book 555.

Together with the rights, if any, created by a Commonwealth of Massachusetts Taking, dated May 12, 1965, recorded with Norfolk Registry of Deeds at Book 4254, Page 076 (RTE 495).

~~Excepting therefrom a portion of the above-described premises shown as Lot 5 on Land Court Plan No. 39078A referred to above.~~

For Grantors title see Norfolk Land Registry Certificate #153591, Book 768, Page 191.



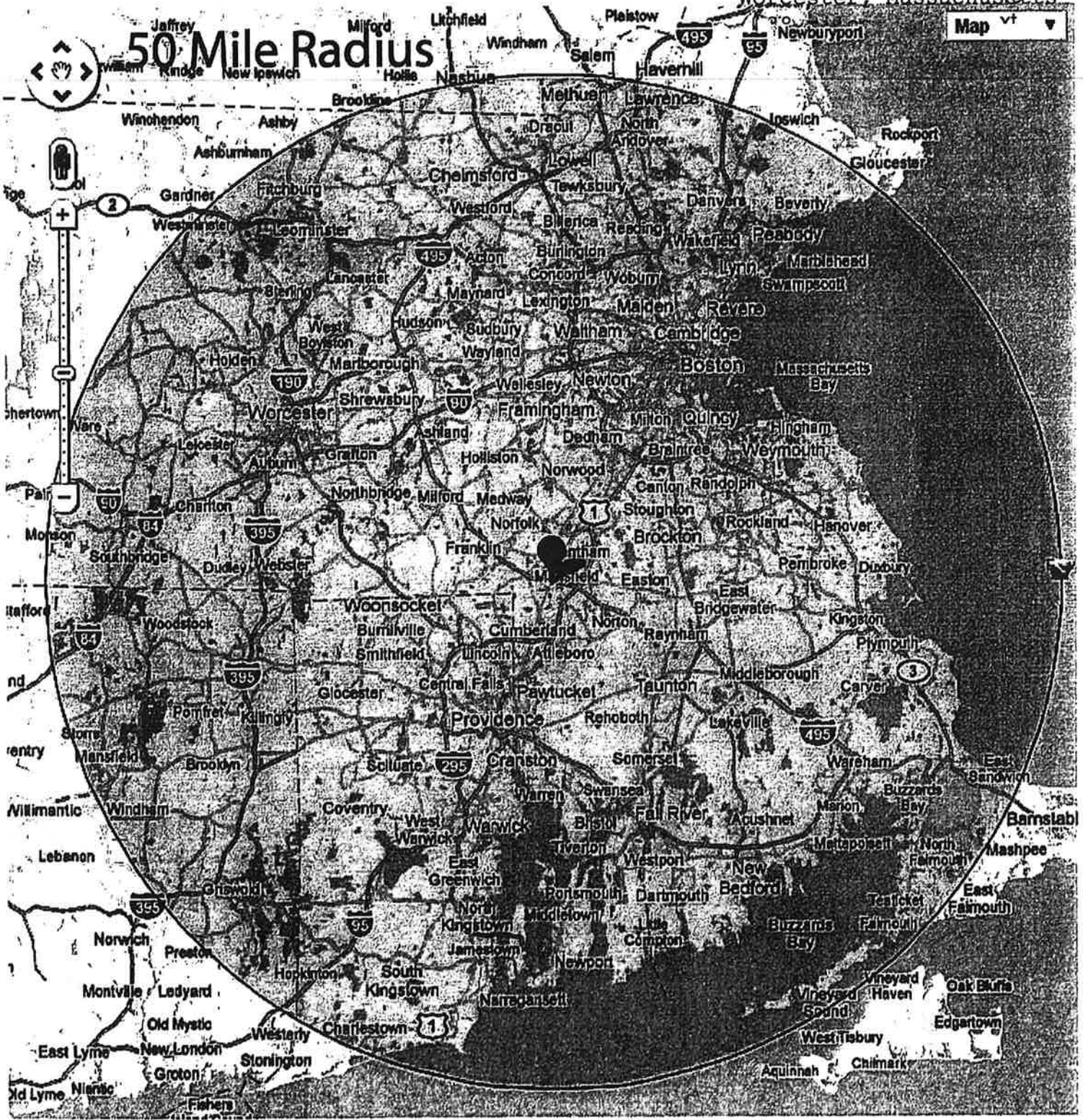
# Accessibility by Highway

Plainridge Racecourse is located at the intersections of US Route 1 and Route 495





Providence, Rhode Island  
- 15 miles  
Boston, Massachusetts -  
34 miles  
Worcester, Massachusetts



**50 Mile Radius From Plainridge Racecourse Total: 4,589,998**

Town/ City Names	Population (As of 2010)
Plainville	8,334
North Attleboro	28,712
Mansfield	23,184
Foxboro	16,965
Wrentham	10,955
Franklin	31,635
Norfolk	11,227
Walpole	24,070
Sharon	17,612
Barnon	23,112
Norbon	19,031
Attleboro	43,593
Milwille	3,190
Bellingham	16,332
Westray	12,752
Hillis	7,891
Medfield	12,024
Westwood	14,618
Norwood	28,602
Canton	21,561
Swaitton	26,962
Brookton	93,810
Bridgewater	26,563
Raynham	13,383
Seekonk	13,722
Fall River	88,957
Uxbridge	13,457
Mendon	5,839
Hopedale	5,911
Millford	27,999
Holliston	13,547
Sherborn	4,119
Dover	5,589
Deerham	24,729
Randolph	32,112
Avon	4,356
Holybrook	10,791
Abington	15,985
Whitman	14,489
Taunton	55,874
Berkley	6,411
Rehoboth	7,086
Dighton	11,608
Douglas	8,471
Northbridge	15,707
Upton	7,542
Grafton	17,665
Hopkinton	14,925
	<b>962,909</b>

Town/ City Names	Population (As of 2010)
Westborough	18,272
Southborough	9,767
Ashland	16,593
Frankingham	63,318
Natick	33,006
Wellesley	27,950
Wayland	12,994
Woburn	60,632
Walham	85,146
Newton	28,886
Needham	105,162
Cambridge	58,732
Brookline	27,003
Milton	92,271
Quincy	35,744
Braintree	57,443
Weymouth	17,489
Rockland	13,879
Haverer	17,837
Pembroke	10,209
Hanson	7,518
Halifax	23,116
Middleboro	10,602
Laverille	6,270
Freetown	18,165
Somerset	15,865
Swansea	16,767
Webster	11,300
Dudley	16,719
Southbridge	12,981
Charlton	8,560
Monson	16,188
Auburn	10,970
Leicester	9,872
Ware	181,045
Worcester	35,608
Shrewsbury	38,499
Marlborough	17,346
Halden	19,063
Hudson	4,355
Boylston	8,055
Sterling	7,808
Launcester	40,759
Leominster	7,277
Westminster	40,318
Fitchburg	17,659
Sudbury	10,106
Maynard	565,375

Town/ City Names	Population (As of 2010)
Acron	21,924
Westford	33,882
Chelmsford	59,450
Malden	31,394
Lexington	17,668
Concord	24,498
Burlington	40,243
Billerica	28,961
Tewksbury	106,519
Lowell	29,457
Dracut	47,255
Methuen	36,120
Woburn	24,747
Reading	20,352
North Andover	76,377
Lawrence	51,755
River	90,329
Lynn	24,932
Wakfield	26,463
Danvers	39,502
Beverly	51,251
Pesbody	19,808
Marblehead	13,787
Swampscott	617,594
Boston	22,157
Hingham	15,059
Dorbury	12,629
Kingston	56,468
Plymouth	11,509
Carver	21,822
Wareham	20,675
Sandwich	10,303
Acushnet	4,907
Marion	6,045
Mattapoisett	31,531
Falmouth	28,789
Gloucester	95,072
New Bedford	34,032
Dartmouth	86,494
Nashua NH	24,672
Newport RI	10,611
Bristol RI	22,954
Warwick RI	82,672
Cranston RI	80,387
Johnston RI	28,769
Passaig RI	15,955
Burrillville RI	15,955
	<b>2,305,636</b>

Town/ City Names	Population (As of 2010)
Greenville RI	9,056
Pawtucket RI	71,148
Providence RI	178,042
Smithfield RI	19,163
Lincoln RI	21,105
Cumberland RI	33,506
Woonsocket RI	41,186
Middletown RI	16,150
Portsmouth RI	17,389
Narragansett RI	15,868
Jamestown RI	5,405
North Kingstown RI	26,486
South Kingstown RI	30,639
East Greenwich RI	13,146
Charlestown RI	7,827
Conventry RI	35,014
Griswold CT	14,507
Windham CT	26,631
Brooklyn CT	8,588
Mansfield CT	24,622
Storrs CT	9,844
Pomfret CT	4,197
Killingly CT	117,699
Woodstock CT	8,580
	<b>756,078</b>



### **EXHIBIT 14B**

**Does the applicant have and maintain control of the personal property necessary to operate and maintain the race track, including equipment and have and maintain control over the entire operation?**

**Submit as Exhibit 14(b) a list describing all agreements relating to the operation and control of all equipment, personal property or other operational matters. This includes any agreement pertaining to operation of food, beverage, parking or other concessions, printing of programs or other materials, equipment leases, and subcontracting of services necessary to maintain and operate the race track. This also includes any financial interests, such as loans, and any agreement that, in the event of a default under such agreement, would have the consequence of creating a change in control of the race track.**

On September 3, 2013, Springfield Gaming and Redevelopment, LLC ("SGR") and Ourway Realty, LLC ("Seller") executed an option agreement ("Option Agreement") that permitted SGR to acquire the real estate and any other improvements or personal property of Seller. The Option Agreement also included an option for SGR to operate the current racing business beginning on January 1, 2014, at its own discretion and cost. SGR applied for and was granted an initial Harness Racing meeting license for 2014 and has operated the current meeting with the introduction of Penn National Gaming's best practices on compliance, controls and racing.

Upon the award of the Category 2 Gaming License on February 28, 2014, SGR exercised the option and closed on the property on April 10, 2014.

SGR changed its name to Plainville Gaming and Redevelopment, LLC in 2015.

**Exhibit 14B** attached a copy of the Option Agreement.

**Exhibit 22** details the key agreements currently in place for the operation of live racing and simulcasting at Plainridge Park.

**EXECUTION COPY**

**OPTION AND PURCHASE AGREEMENT**

THIS OPTION AND PURCHASE AGREEMENT (this "**Agreement**"), effective as of September 3, 2013 (the "**Effective Date**"), by and between OURWAY REALTY, LLC, D/B/A PLAINRIDGE RACEOURSE, a Massachusetts limited liability company (together with its successors and assigns), ("**Seller**"), and SPRINGFIELD GAMING AND REDEVELOPMENT, LLC, a Delaware limited liability company ("**Buyer**").

**RECITALS**

WHEREAS, Seller owns and operates a harness racing and simulcasting business known as Plainridge Racecourse (including all related activities, the "**Business**") situated on approximately 88.9 acres located at 301 Washington Street, Plainville, Massachusetts;

WHEREAS, the Business is subject to a state license (the "**Harness Racing License**") issued annually by the Massachusetts Gaming Commission (the "**MGC**") and the Harness Racing License currently held by Seller expires on December 31, 2013;

WHEREAS, in 2011 Massachusetts enacted legislation authorizing the creation of up to three resort casinos (each a Category I facility) and one slot facility (the Category II facility) in Massachusetts, the license-granting authority for and oversight of which was given to the MGC;

WHEREAS, in 2012 Seller initiated its application for the Category II license to the slot facility (the "**Category II License**") which facility was intended to be built and opened on the Land on the Real Property; and

WHEREAS, Seller and the Town of Plainville, Massachusetts entered into that certain Host Community Agreement, dated July 8, 2013 (the "**Host Community Agreement**") as required by the MGC for an application for the Category II License;

WHEREAS, Seller discontinued pursuing its application for a Category II License in July 2013;

WHEREAS, Buyer independently initiated its application for a Category II License from the MGC in order to develop and license a slot facility in Massachusetts which would include up to one thousand two hundred fifty (1,250) slot machines and ancillary entertainment and dining amenities (the "**Project**"); and

WHEREAS, Seller desires to grant to Buyer, and Buyer desires to obtain from Seller, an option to purchase the Property (as defined below) from Seller on the terms and conditions set forth herein (the "**Option**").

NOW THEREFORE, for One Hundred Dollars (\$100), the mutual covenants (including payment covenants) set forth in this Agreement, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, Buyer and Seller hereby agree as follows:

1. "**Property**" means, collectively, each of the following whether or not specifically described herein (and to the extent such Property exists and is owned by Seller at the Closing pursuant to the terms of this Agreement):
  - (a) Fee simple title, as reflected on the Title Commitment (with all Title Objections which Seller is required to remove pursuant to the provisions of Section 6(d) below so removed), subject to any Permitted Encumbrances in accordance with Section 6(d), consisting of approximately eighty-eight and nine-tenths (88.9) acres as more fully described in **Exhibit "A"** attached hereto and incorporated herein and all appurtenances and hereditaments thereto (the "**Land**");
  - (b) All buildings, structures (surface and subsurface) and other improvements located on or affixed to the Land and all fixtures on the Land which constitute real property (the "**Improvements**", along with the Land, the "**Real Property**"); provided; that such Real Property shall be conveyed to Buyer in accordance with the terms and conditions of Section 7 of this Agreement;
  - (c) All leases, subleases, licenses, concessions and similar agreements (if any, including in each case all amendments, supplements and addenda thereto and any guaranties or credit enhancements with respect to such agreements) granting to any other person the right to use or occupy any portion of the Real Property, together with all security deposits held by Seller thereunder (if any);
  - (d) All rights, privileges, grants and easements appurtenant to or burdening Seller's interest in the Land or Improvements, if any, including all of Seller's right, title and interest, if any, in and to all easements, licenses, covenants and other rights-of-way, water rights, air rights, development rights, zoning rights, variances and all other estates, rights, titles, interests, servitudes, tenements, and appurtenances in connection with, in relation to, or used in connection with the beneficial use and enjoyment of the Real Property (the "**Additional Rights**");
  - (e) Any other property interests or rights held by Seller in connection with the ownership of the Real Property;
  - (f) All fixtures, furniture, furnishings, equipment, machinery, tools, vehicles, appliances, racing equipment, art work and all other items of personal property owned by Seller and used in connection with the Property;
  - (g) All china, glassware and silverware, linens, uniforms, engineering, maintenance, cleaning supplies, and all other business supplies and materials which are owned by Seller, located on the Land;

- (h) All intellectual property rights, trademarks, copyrights, patents, logos websites, computer hardware, software, telecommunications and information technology systems which are owned by Seller (other than any of the foregoing specifically related to "Plainridge Racecourse");
- (i) All food and beverages which are located on the Land;
- (j) All merchandise located at the Land, purchased by Seller, delivered and paid for prior to the earlier of the Closing Date or December 31, 2013, and held for sale to customers of the Business;
- (k) All leases and purchase money security agreements for any equipment, machinery, vehicles, or furniture located on the Land and/or used for the Business, together with all deposits thereunder (any such deposits, together with the deposits described in clause (l) below and any other deposits made by Seller in connection with its ownership and maintenance of the Real Property, the "**Deposits**");
- (l) All licenses, permits, consents, authorizations, approvals, registrations and certificates issued by any governmental authority (including all racing, food and beverage, liquor and any related permits and/or licenses) which are held by Seller with respect to the Property, and any other license for the construction, use or operation of the Real Property, together with any deposits made by Seller;
- (m) All property surveys, environmental assessments or audits, geophysical, soils, seismic, geologic, environmental (including with respect to the impact of materials used in the construction or renovation of the Improvements) reports, studies and certificates pertaining to the Real Property and owned by Seller;
- (n) All interests held by Seller in building plans and specifications, blue prints, architectural plans, engineering diagrams and similar items which relate to the Real Property or which were prepared in support of Seller's Category II License application to the extent transferable to the Buyer; and
- (o) All third party warranties and guaranties held by Seller with respect to any the Real Property.

Buyer acknowledges and agrees that no Property relating to the Business (other than the Real Property, Improvements and Property appurtenant thereto) shall be included in the definition of "Property" unless Buyer obtains its own independent Harness Racing License effective no later than January 1, 2014 and executes an interim operations agreement with Seller permitting Buyer to independently establish and maintain its own harness racing and simulcast operations on the Land (the "**Temporary Operations Agreement**") on or before December 15, 2013. If Buyer does not receive its own independent Harness Racing License on or prior to January 1, 2014 and does not execute the Temporary Operations Agreement on or before December 15, 2013, Seller may dispose of any Property associated solely with the

Business (but in no instance the Real Property, Improvements or the Land) and any such disposition shall not affect the Purchase Price. The Temporary Operations Agreement shall provide for the Buyer to operate a harness racing track, simulcasting operations and ancillary uses on the Land on terms and conditions, including fees, to be agreed upon by the Parties. Seller shall not be entitled to participate in any profits from Buyer's operations nor shall Seller be responsible for losses or have any input into the operations. - The Temporary Operations Agreement shall terminate upon the earlier to occur of (i) the Closing Date, (ii) termination of this Agreement, and (iii) Buyer's termination of the Option Agreement in its sole discretion. In addition, Buyer acknowledges and agrees that the term "Property" shall not include any cash or cash equivalents held by Seller.

**2. Option Grant:** Seller hereby grants to Buyer, and Buyer hereby obtains from Seller, an option to purchase all or any portion of the Property on the terms and conditions set forth in this Agreement commencing on the Effective Date and continuing through midnight of March 31, 2014 (the "**Option Period**"). Prior to the issuance by the MGC of a final, non-appealable Category II License, Buyer shall have the option to extend the Option Period for up to two (2) one-year periods upon payment of an extension fee equal to [REDACTED] (the "**Extension Fee**"). Such option to extend the Option Period must be exercised by written notice delivered at least ten (10) days prior to the expiration of the then-defined Option Period. The Extension Fee shall be earned by Seller upon Buyer's exercise of the extension and shall not be deemed to be a credit to the Purchase Price. During the extension period until the earlier to occur of Closing and Buyer's termination of the Option, Buyer shall pay all real and personal property taxes associated with the Real Property and other such non-discretionary charges as well as mutually agreed upon other charges, which shall include all basic security, maintenance and utility fees as may be legally required or as otherwise agreed to in the Temporary Operations Agreement and consistent with the requirements of Section 9 hereof during any extension period elected by Buyer) (and which in any case are expected to be substantially lower than current operating costs) (the "**Baseline Property Fees**"). The Baseline Property Fees shall be paid, at Seller's option, directly by Buyer promptly upon notice from Seller or by reimbursement of Seller promptly upon proof of payment from Seller. For avoidance of doubt, Seller shall be permitted to terminate the Business on or prior to December 31, 2013, and will terminate the Business on or prior to December 31, 2013 in the event Buyer elects to enter into a Temporary Operations Agreement on or before December 15, 2013 and obtains a Harness Racing License effective as of January 1, 2014; provided, if Buyer does not so enter into a Temporary Operations Agreement, Seller may dispose of any Property associated solely with the Business (but in no instance the Real Property, the Improvements or the Land) and any such disposition shall not affect the Purchase Price.

**3. Exercise:** Buyer may, in its sole discretion, exercise the Option by written notice to Seller (the "**Buyer Closing Notice**") or terminate the Option by written notice to Seller at any time (the "**Buyer Termination Notice**"); in order to be effective, the Buyer Closing Notice must be delivered to Seller prior to the expiration of the Option Period, as such period may be extended as provided in Section 2. In addition, the Option Period will automatically expire sixty (60) days following the date the issuance of a Category II License becomes final



and non-appealable. In the event Buyer fails to deliver to Seller the Buyer Closing Notice on or before the expiration of the Option Period, withdraws or makes a public announcement not to pursue its application for a Category II License, or sends a Buyer Termination Notice on or before the expiration of the Option Period, or in the event the Option Period automatically terminates as provided above, this Agreement shall terminate and be of no further force or effect, subject to the survival provisions set forth below. Buyer retains the right to accept or reject any asset or liability included in the definition of "Property" at Buyer's sole and absolute discretion; provided, however, that except as provided herein, Buyer's election to accept or reject any asset or liability shall have no impact on the Purchase Price. For purposes of clarity, the award of the Category II License to Buyer shall not require Buyer to exercise the Option.

#### **4. Purchase Price; Additional Option Fee:**

- (a) If Buyer elects to exercise the Option pursuant to this Agreement, the purchase price for the Property (the "**Purchase Price**") shall consist of:
- (i) [REDACTED] (the "**Closing Payment**") payable by Buyer to Seller on the Closing Date; and
  - (ii) Contingent consideration (the "**Contingent Consideration**") equal to [REDACTED]. For purposes of this Agreement, the term Fiscal Quarter shall refer to the calendar quarters commencing on each of January 1, April 1, July 1, and October 1. The Closing Payment and each Contingent Payment are non-refundable. The obligation to pay any Contingent Consideration must be assumed by any successor or assign of Buyer's of the Project (or the management of the Project).
- (b) Upon payment of the Closing Payment, all right, title and interest to the Property shall transfer to Buyer notwithstanding any Contingent Consideration that may be due in the future or any amounts held in escrow pursuant to the terms of this Agreement.
- (c) The Purchase Price shall be allocated among the Land, the Improvements, the licenses, and the Property for local, state and federal tax purposes as to be mutually agreed, provided that, no party shall have the right to object to the allocation proposed by Buyer unless the proposed allocation would result in an adverse financial impact on such Party. The allocation represents an arm's length agreement based on the Parties' best judgment as to the fair market value of the Land, the Improvements and the personal property, respectively. The Parties shall file all federal, state and local tax returns and related tax documents consistent with the mutually agreed allocation.
- (d) Seller acknowledges and agrees that it shall have no role whatsoever (whether voting, input, consent, consultation, employment, vendor or otherwise) in connection with the operation or management of the Project by Buyer (including any racing or simulcasting operations in which Buyer may engage at the Land) or the development

of the Project after the Closing Date (or if Buyer elects to operate the Property pursuant to the Temporary Operations Agreement).

(e) Each party acknowledges and agrees that their respective interests with respect to the Property and any activities associated therewith may not in all instances be aligned and that neither party owes to the other party, nor its members, partners, shareholders, officers, or directors any fiduciary duties or other obligations.

(f) [REDACTED].

(g) [REDACTED].

**5. Holdback:** To secure Seller's indemnification obligations under Section 8(b) of this Agreement, at Closing, the Closing Payment (and each subsequent payment of Contingent Consideration) (the "**Holdback Amount**") shall be placed in escrow with First American Title Insurance Company pursuant to an escrow agreement ("**Escrow Agreement**") mutually agreeable between Seller and Buyer. Upon the earliest to occur of [REDACTED] (the "**Release Date**"), the Closing Payment shall be paid by Escrow Agent to Buyer within two (2) Business Days thereof, provided, that Escrow Agent shall continue to hold an amount equal to ten percent (10%) of the Closing Payment in escrow for an additional period of two hundred seventy days following the Closing Date, half of such amount to be released on the date that is one hundred thirty-five (135) days following the Closing Date. In the event that Buyer has any indemnification claim under Section 8(b) of this Agreement, Escrow Agent shall release the amount of such indemnification claim to Buyer upon Buyer's notice to Escrow Agent in accordance with the terms of the Escrow Agreement. Notwithstanding the foregoing, an amount sufficient for Seller to pay any transfer tax, conveyance fees, documentary stamps, or other similar taxes and fees specifically related to the conveyance of the Real Property will be released from the holdback of the Closing Payment on the Closing Date.

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**6. Rights of Buyer During Option Period:**

(a) During the Option Period and through the Closing Date if Buyer timely exercises the Option, Seller shall take no material or public action with respect to Buyer's development of the Project, the Referendum, or Buyer's application for a Gaming License without advance consultation with and written permission from Buyer; provided, however, that nothing in the foregoing shall be construed to prevent or limit Seller's compliance with the requirements or requests of state or regulatory agencies, including those of the MGC, with or without advance consultation with Buyer. During the Option Period and through the Closing Date if Buyer timely exercises the Option, Seller covenants and agrees to cooperate with Buyer with respect to Buyer's application for a Category II License to be used at the Land as reasonably requested by Buyer, at Buyer's sole cost and provided that such cooperation does not interfere with Seller's operation of the Business.

- (b) As soon as reasonably practicable and in any event within thirty (30) business days following the Effective Date hereof, Seller shall provide or make available (on a rolling basis at Seller's option) to Buyer true, correct and complete copies of the following with respect to the Real Property, in each case to the extent such materials are already extant and under the control of Seller: environmental audits and inspections, physical inspection reports, maintenance information, warranties, impact studies, service and other contracts, engineering reports, hydrology reports, drainage information, grading information, soil reports, topography information, utility reports and information, building plans and specifications, certificates of occupancy, plats, prior surveys, site plans, tax assessments and tax bills for the past two (2) years, utility bills for the past two (2) years, governmental and quasi-governmental notices, and a schedule of all lawsuits pending or threatened in writing to which Seller is or expects to be a party.
- (c) During the Option Period, Buyer and its agents shall have the right to access the Real Property during normal business hours, and upon at least two (2) business days advance notice to Seller for the purpose of conducting due diligence. Such access and due diligence shall be performed in a manner designed to cause minimal interference with the Land, Improvements or Business operations and any information to which Buyer and its agents may have access shall be subject to the confidentiality obligations set forth in this Agreement.
- (d) Within sixty (60) days following the Effective Date, Buyer shall provide Seller with written notice of any title defects (the "**Title Objections**") identified by Buyer (the "**Title Objection Notice**") in the Title Commitment (as defined below). Within twelve (12) days of Seller's receipt of the Title Objection Notice, Seller shall provide Buyer with written notice (the "**Title Response Notice**") to Buyer setting forth the Title Objections which Seller elects to remove; provided, however, except as expressly provided below, Seller shall have no obligation whatsoever to expend or agree to expend any funds, to undertake or agree to undertake any obligations, or otherwise to attempt to cure or agree to attempt to cure any objections relating to the Property. Notwithstanding anything to the contrary contained herein, if Buyer elects to exercise its Option pursuant to this Agreement, Seller shall be obligated to repay and remove as an encumbrance against the Real Property title any monetary liens, mechanics liens, mortgages and financing statements. Within five (5) days after receiving the Title Response Notice, Buyer may, by written notice to Seller (the "**Title Election Notice**"), either (A) elect to add any of the Title Objections that Seller has chosen not to remove to the Permitted Encumbrances (as hereinafter defined), and to accept title to the Property subject only to the Permitted Encumbrances or (B) attempt to negotiate an abatement to the Purchase Price with Seller or (C) terminate this Agreement by written notice to Seller, whereupon this Agreement shall terminate and Seller and Buyer shall be relieved of all further obligations hereunder except those obligations which expressly survive any such termination.
- (e) If Buyer is at any time prior to its exercise of the Option not satisfied with any diligence findings or fitness for purpose of the Property in its sole discretion, Buyer

may terminate this Agreement by sending Seller written notice of Buyer's election to terminate, whereupon this Agreement shall terminate and Seller and Buyer shall be relieved of all further obligations hereunder except those obligations which expressly survive any such termination. Subject to the limitations set forth below, Buyer may conduct any reasonable due diligence it may desire at its expense, including, and subject to the provisions of clause (c) above:

- Physical Inspection. Buyer may obtain physical inspections of the Property;
- Title. Buyer shall obtain a title commitment ("**Title Commitment**") from a nationally recognized title company of its choosing (the "**Title Company**").
- Survey. An ALTA survey of the Property may be ordered by the Buyer. Any survey shall be certified to Seller, Buyer, and Title Company.
- Environmental Site Assessment. An Environmental Site Assessment of the Property may be obtained by the Buyer.
- Soil and Drainage Inspection. Buyer may obtain soil and drainage inspections and tests concerning the Land.

During the Option Period, Buyer may conduct such other inspections and reviews of soil, surveying, governmental approvals and permits, zoning, title, leases, financial information, service agreements, management contracts, and other agreements related to the Real Property, together with all other tests, inspections and investigations of the Real Property that Buyer deems necessary, in Buyer's sole discretion. Seller shall provide such cooperation and access as shall be reasonably necessary for Buyer to promptly perform such due diligence, in each case subject to the provisions of clause (c) above. All tests, inspections and investigations completed by Buyer or Buyer's agents or contractors shall be at Buyer's sole cost and expense and shall be completed in a manner so as to not unreasonably interfere with the Business. Buyer agrees to promptly repair any damage to the Property caused by Buyer's entry onto the Land to complete these tests and investigations.

- (f) Unless and until Buyer exercises the Option and pays Seller the Closing Payment in full, Buyer shall not seek to modify the zoning regulations applicable to the Real Property without Seller's prior written consent, which Seller may withhold if Seller determines, in its discretion, that the modification could reduce the value of all or any portion of the Property or the Business, including any modification that (i) removes or conditions any use that is currently allowed on the Property (whether such use is currently allowed as of right or subject to site plan review or the issuance of a special permit) or (ii) imposes development restrictions on the Property that are more stringent than currently exist.
- (g) Seller grants to Buyer a non-exclusive, royalty free limited license to use Seller's trade name "Plainridge Racecourse" and all related intellectual property rights

(including, without limitation, all trademarks, copyrights, patents, websites, computer hardware, software, telecommunications and information technology systems (the "**Trade Name**") to further the objectives of the Temporary Operations Agreement. As licensee of the Trade Name, Buyer shall have the right to use the Trade Name for all purposes it deems necessary in obtaining a Category II License for the Project, including but not limited to, proceedings, submissions and dealings with the MGC, the Commonwealth of Massachusetts and the Town of Plainville.

**7. Conveyance of Title:** If the Option is exercised by Buyer, Seller shall convey good and marketable fee simple title to the Real Property to Buyer as reflected on the Title Commitment (with all Title Objections which Seller is required to remove pursuant to the provisions of Section 6(d) above so removed), or its designees, at Closing (as defined below) by a duly and validly executed, recordable quitclaim deed in the form attached hereto as **Exhibit "C"** (the "**Deed**") free and clear of all liens, assessments, encumbrances, leases and claims or rights of use or possession except the those appearing in the Title Commitment and subject to any title defects which are not required to be removed by Seller pursuant to Section 6(d) (collectively, the "**Permitted Encumbrances**"). Seller may, at the time of Closing, use the Purchase Price (or a portion thereof) to clear the title of any or all encumbrances or interests that Seller is required remove. Taxes payable on the Real Property through the earlier of the Closing Date or December 31, 2013 shall be the responsibility of Seller; if Buyer elects to extend the Option Period, Real Property taxes shall be payable by Buyer through the expiration of the Option Period or earlier termination thereof.

**8. Closing:**

- (a) If the Buyer exercises the Option, the closing (the "**Closing**") for the delivery of the Deed and other instruments contemplated by this Agreement and payment of the Closing Payment shall be on a date within twenty (20) days after delivery of the Buyer Closing Notice (the "**Closing Date**") or on such later date as the Parties mutually agree, provided, however, if that date falls on a Saturday, Sunday or a legal holiday, then the Closing Date shall be on the next business day. The Closing shall be held at such time and place as the parties hereto shall mutually agree.
- (b) In the event that Seller defaults in or otherwise avoids performance under this Agreement and such default is not cured (or, if such default is not curable by nature, the consequences of the same remedied in all material respects) within thirty (30) days following written notice thereof, Buyer shall have the right to elect any one or more of the following remedies: (i) seek specific performance for conveyance of the Property on the terms and conditions set forth in this Agreement, (ii) seek recovery against Seller for all losses, expenses, damages, claims, and liabilities incurred by Buyer (including, without limitation, litigation costs), and (iii) terminate this Agreement by notice to Seller and thereupon all obligations of the parties under this Agreement shall terminate other than any party's covenants and agreements contained herein which by the specific terms of this Agreement are stated to survive any expiration or termination of this Agreement. Seller shall indemnify Buyer for all losses, costs, expenses, damages, claims, and liabilities (including, without limitation,

litigation costs) arising out of or related to (aa) any breach of this Agreement by Seller, including, without limitation, a breach of Seller's representations and warranties contained herein, and (bb) [REDACTED]. Notwithstanding anything to the contrary contained herein, other than with damages attributable to Seller's fraud and any damages arising out of clause (bb) of the preceding sentence and the cost of curing any Title Objections which Seller is obligated to cure and does not cure, for which no limit on Seller's liability shall apply, Seller's liability shall be limited to the then current Holdback Amount in escrow at the time Buyer first is aware of the circumstances giving rise to such breach or claim. In the event of a claim under this indemnification, Buyer shall give prompt written notice thereof to Seller and Seller shall have sole and exclusive control over the defense and settlement of such claim, provided that no settlement will be entered into without Seller's prior written consent, not to be unreasonably withheld, conditioned or delayed. Seller shall defend against such claim with counsel of Seller's choice, subject to Buyer's reasonable approval of such counsel. Buyer shall reasonably cooperate in the defense of such claim (at Seller's sole cost and expense) and shall not settle or compromise such claim without Seller's prior written approval, and shall not take any other actions which would compromise or detrimentally affect Seller's defense of such claim.

- (c) In addition to any other condition precedent in favor of Buyer as may be expressly set forth elsewhere in this Agreement, Buyer's obligation to purchase the Property after providing a Buyer Closing Notice is subject to the fulfillment of the conditions set forth below on or before the Closing Date, which may be waived in whole or in part by Buyer only by written notice:
- (i) Seller shall have performed and complied in all material respects with the terms of this Agreement to be performed and complied with by Seller prior to or at the Closing;
  - (ii) On the Closing Date, Seller's representations and warranties set forth in this Agreement shall be true, complete and correct in all material respects;
  - (iii) The Host Community Agreement shall have been assigned to Buyer pursuant to the Assignment and Assumption Agreement attached as **Exhibit "E"** hereto and approved by the Town of Plainville and the MGC;
  - (iv) No Material Change shall have occurred before the Closing with respect to the Real Property that has not been approved in writing by Buyer. "Material Change" shall mean a material and adverse change in the value, use, occupancy, or physical condition of the Real Property or a change in law preventing use of the Real Property for a Category II gaming facility;
  - (v) The Title Company (or another nationally recognized title insurance company) shall deliver a title policy to Buyer at Buyer's cost reflecting the same condition of title to the Real Property (with all matters that Seller agreed

to remove in its Title Response Notice having been removed) as set forth in the Title Commitment subject to the Permitted Encumbrances; and

- (vi) The MGC shall have issued a final, non-appealable Gaming License to Buyer that is acceptable to Buyer in its sole and absolute discretion.

In the event of a failure of any of the foregoing conditions, Buyer, in its sole discretion, may terminate this Agreement without further liability to either party subject to those provisions which expressly survive any such termination. For purpose of clarity, prior to delivery of a Buyer Closing Notice, Buyer may terminate this Agreement at any time.

- (e) In addition to any other condition precedent in favor of Seller as may be expressly set forth elsewhere in this Agreement, Seller's obligation to sell the Property after receiving a Buyer Closing Notice is subject to the fulfillment of the conditions set forth below on or before the Closing Date, which may be waived in whole or in part by Seller only by written notice:
  - (i) Buyer shall have performed and complied in all material respects with the terms of this Agreement and the Temporary Operations Agreement (if executed) to be performed and complied with by Buyer prior to or at the Closing; and
  - (ii) On the Closing Date, Buyer's representations and warranties set forth in this Agreement shall be true, complete and correct in all material respects.
- (f) At the Closing, Seller shall deliver or cause to be delivered, at Seller's sole expense, each of the following items, each executed and acknowledged to the extent appropriate:
  - (i) The Deed;
  - (ii) A bill of sale for all personal property being conveyed to Buyer;
  - (iii) An affidavit sworn to by the Seller that Seller is not a foreign person or entity within the meaning of Section 1445 of the Internal Revenue Code of 1986, and all amendments thereto and all regulations issued thereunder;
  - (iv) A Title Affidavit in a form reasonably required by the Title Company as to the absence of mechanics' liens and parties-in-possession;
  - (v) A duly executed closing statement specifying the Purchase Price, prorations, adjustments and costs in connection with the transaction;
  - (vi) A certificate or registration of title for any vehicle or other personal property included in the Property which requires such certification or registration;
  - (vii) An assignment of the Host Community Agreement;
  - (vii) A Non-Compete Agreement from each required party in accordance with Section 17 hereof.
  - (viii) Payment of the Deposits as provided under Section 4;
  - (ix) Any and all other items contemplated to be delivered at the Closing by Seller by the terms of this Agreement.

(g) At Closing, Buyer shall deliver to Seller the following items:

- (i) Immediately available funds in United States currency in an amount equal to the Closing Payment;
- (ii) A duly executed closing statement specifying the Purchase Price, prorations, adjustments and costs in connection with the transaction;
- (iii) Such documents as may be required by the Buyer's title company; and
- (iv) Any and all other items contemplated by the terms of this Agreement.

(h) The following shall be prorated between Seller and Buyer as of 12:01 a.m. on the earlier of the Closing Date or December 31, 2013 (the earlier such date, the "**Pro Ration Date**"): (i) real estate taxes and assessments; (ii) utilities; and (iii) such other items of expense in accordance with customary apportionments between sellers and buyers of businesses and commercial real estate in Plainville, Massachusetts. Seller shall be responsible for all such expenses for the period ending as of the Pro Ration Date, inclusive; Buyer shall be responsible for all such expenses thereafter. Notwithstanding the foregoing, Seller shall pay all transfer taxes, documentary stamps, or any other conveyance fees in connection with the conveyance of the Real Property, and Buyer shall pay all transfer taxes and assignment fees incurred in connection with the transfer of any contracts or personal property.

#### **9. Conduct of the Business:**

(a) From the Effective Date until the Closing or earlier termination of this Agreement, and except as otherwise provided under this Agreement including as provided under Section 1 and 2(a) Seller shall keep the Property in its current condition and repair (reasonable wear and tear excepted), including, (i) maintain Seller furniture, fixtures and equipment, at levels maintained in the ordinary course of business, (ii) perform maintenance and repairs for the Real Property and Seller tangible personal property in the ordinary course of business, (iii) maintain insurance coverages consistent with the current levels for the Real Property, (iv) maintain all licenses and permits related to or the Real Property; provided that any reasonable, documented expenses incurred by Seller to comply with the terms of this Section 9 after the expiration of the Option Period but prior to Closing shall be reimbursed in full by Buyer. For avoidance of doubt, except as may be provided in the Temporary Operations Agreement, no Property (other than Real Property) maintained and used for the Business are subject to the terms of this Section 9 as of January 1, 2014. To the extent of any breach of Seller's covenants set forth in clauses (iii) and (iv) above, Buyer shall have the right to immediately cure such breach or threatened breach and Buyer shall be entitled to credit Buyer's the reasonable, documented costs and expenses (exclusive of internal costs) incurred in order to cure the breach against the Purchase Price.

(b) From the Effective Date until the Closing or earlier termination of this Agreement, Seller shall not, without thirty days prior written notice to Buyer and receipt of Buyer's prior written consent which shall not be unreasonably withheld, conditioned or delayed, (i)



amend, extend, renew or terminate any existing tenant lease, contract, license or permit (except in the ordinary course of business), (ii) enter into any new tenant lease, contract, license or permit, (iii) commit to, make or pay for any structural alterations, additions or capital expenditures, except as required by applicable law, as required for maintenance and repair or due to any emergency, or as required by any existing contract, or (iv) change or attempt to change the current zoning of the Property in a way which would interfere with or have a reasonably foreseeable detrimental impact on Buyer's application for a Category II License or development of a Project on the Land; provided, however, that nothing in the foregoing shall be construed as requiring Seller to continue any commitments required for the Business beyond December 31, 2013 unless otherwise required under the Temporary Operations Agreement.

**10. Broker:** Each Party represents and warrants that no broker or agent has been engaged with respect to this transaction. Seller agrees to indemnify Buyer and hold Buyer harmless against any liability, loss, cost, damage, claim and expense (including, but not limited to, reasonable attorneys' fees and costs of litigation) which Buyer shall ever incur because of any claim of any broker or agent claiming through Seller, whether or not meritorious, for any such fee or commission. Buyer agrees to indemnify Seller and hold Seller harmless against any liability, loss, cost, damage, claim and expense (including, but not limited to, reasonable attorneys' fees and costs of litigation) which Seller shall ever incur because of any claim of any broker or agent claiming through Buyer, whether or not meritorious, for any such fee or commission.

**11. Seller and Buyer Obligations and Representations:**

- (a) During the Option Period, Seller agrees to the following:
- (i) Seller will not directly or indirectly offer or advertise the Property for sale or lease, nor show it to any prospective purchaser or tenant;
  - ~~(ii) Seller will not, without Buyer's prior written consent (not to be unreasonably withheld, conditioned, or delayed), enter into any contract or lease or assume any obligation that will adversely affect Seller's ownership or occupation of the Property or create any lien, easement or encumbrance on the Property;~~
  - (iii) Seller will timely pay in full all taxes and other obligations on the Real Property if and as they become due during the Option Period for the period commencing on January 1, 2014; provided that Buyer shall pay directly or reimburse Seller for such amounts as required under Section 2 of this Agreement;
  - (iv) Seller will comply in all material respects with all applicable laws that affect the Property;
  - (v) Seller will use commercially reasonable efforts to cooperate, at Buyer's expense, with all reasonable requests by Buyer to take actions prior to the

Closing which facilitate the closing of this transaction, the Referendum, the development of the Buyer's Project (without having any material participation or control over decisions in such development), and the application for the Gaming License (without having any material participation or control over decisions in such application);

- (vi) Seller will take no action which could reasonably foreseeably adversely impact the validity or enforceability of this Agreement, the value of the Real Property, the Referendum, or Buyer's application for the Category II License;
  - (vii) Seller will take no zoning or other zoning-related action that would adversely affect the intended development of, or the prospect for, development of the Project at the Real Property as a Category II casino; and
  - (viii) Seller will maintain the Property consistent with its past practices subject to any decision by Seller to terminate the Business as of December 31, 2013; and
  - (ix) Seller shall make available to Buyer true, correct and complete copies of all books and records reasonably requested by Buyer which are used in connection with the Business and access to which is reasonably required by Buyer if it elects to enter into the Temporary Operating Agreement or exercises the Option.
  - (x) Seller will terminate the Business on or before December 31, 2013.
  - (xi) Seller shall deliver to Buyer within two weeks following the Referendum, a true, correct and complete schedule of, and copies of, all licenses and permits relating to the Real Property in effect.
- (b) Seller shall promptly notify Buyer if any of the following occurs during the Option Period, or if Buyer exercises the Option, until the Closing:
- (i) unless otherwise required or requested by the applicable agency or authority, any written notice or other communication from any governmental or regulatory agency or authority in connection with the transactions contemplated by this Agreement;
  - (ii) any actions, suits, claims, investigations or proceedings commenced or, to the knowledge of Seller, threatened in writing against Seller, which could be expected to materially interfere with the consummation of any of the transactions contemplated by this Agreement; and
  - (iii) any fact, event, transaction or circumstance, as soon as practical after it becomes known to Seller, that (x) adversely affects or could be reasonably expected to adversely affect the ability of Seller to maintain in full force and effect title to the Property or convey good and marketable fee simple title as

reflected on the Title Commitment (with all Title Objections which Seller is required to remove pursuant to the provisions of Section 6(d) above so removed) to the Property to Buyer as contemplated subjected to Permitted Encumbrances pursuant to Section 6 of this Agreement, or (y) results or is reasonably expected to result in a material adverse effect to the Property or to prevent, materially delay or materially adversely affect the consummation of the transactions contemplated by this Agreement.

- (c) If, at any time during the Option Period, Seller commits a material breach of any agreement affecting the Property or violates any material applicable laws, rules, regulations, conditions or restrictions, including the payment of any taxes or penalties (each a "Violation"), Seller agrees (i) to promptly notify Buyer of such Violation, (ii) that Buyer may, in Buyer's sole discretion, take all such action as Buyer deems necessary to cure such Violation on behalf of Seller and (iii) to promptly reimburse Buyer for all costs and expenses incurred in the event Buyer elects to take any action permitted by the preceding section (ii) hereof (or in the event of a breach of this reimbursement obligation, permits Buyer, at its election, to credit the costs against the Purchase Price). Seller shall further notify Buyer of any written government notice or communication related to the Real Property or any new legal actions related to the Real Property.
- (d) As of the Effective Date and at all times during the Option Period, or if Buyer exercises the Option, until the Closing, Seller represents and warrants as follows:
- (i) As of the Effective Date, to Seller's best knowledge, Seller is the sole owner of the Real Property and has good and marketable title to the Real Property. As of the Closing Date, Seller is the sole owner of the Real Property and has good and marketable title to the Real Property as reflected on the Title Commitment (with all Title Objections which Seller is required to remove pursuant to the provisions of Section 6(d) above so removed), which shall be free and clear of all liens and encumbrances required to be removed pursuant to Section 6(d).
  - (ii) Seller has not granted any right of first refusal, right of first offer, option, ownership interest, profit participation, revenue participation, equity interest, or similar right or interest in the Property that will survive Closing.
  - (iii) Seller has full right, power and authority to enter into this Agreement, and to sell, convey and transfer the Property to Buyer in accordance with the terms and provisions of this Agreement. Each person executing this Agreement on behalf of Seller represents and warrants that such person is duly authorized to act on behalf of Seller in executing this Agreement, and that this Agreement constitutes a valid and legally binding obligation of Seller enforceable against Seller in accordance with its terms.

- (iv) Seller has not made, nor anticipates making, a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or, to Seller's knowledge, suffered the filing of an involuntary petition by Seller's creditors, suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, admitted in writing its inability to pay its debts as they generally come due or made an offer of settlement, extension or composition to its creditors generally (except with respect to outstanding amounts of less than \$500,000 in the aggregate due under certain contracts which will be paid or settled by Seller prior to Closing such that there will be no additional amounts due thereunder at Closing).
- (v) As of the Closing Date, Seller has not received or will have resolved in writing any written notice of any pending or threatened actions, lawsuits, delinquent taxes or government actions relating to the Real Property.
- (vi) As of the Closing Date, and to Seller's knowledge as of the Effective Date, Seller owns good and marketable fee simple title to the Property as reflected on the Title Commitment (with all Title Objections which Seller is required to remove pursuant to the provisions of Section 6(d) above so removed) subject to the Permitted Encumbrances and in accordance with Section 6 of this Agreement.
- (vii) Seller has and will continue to insure the Property through Closing for liability in a commercially reasonable manner.
- (viii) The execution, delivery and performance of this Agreement, and the consummation of the transaction contemplated hereby, will not result in any breach of, or constitute any default under, any agreement or other instrument to which Seller is a party or by which Seller or the Real Property is bound, and will not result in the imposition of any lien or encumbrance against the Real Property.
- (ix) Except as may be contemplated under this Agreement and the Temporary Operations Agreement, there are no service contracts, utility agreements, maintenance agreements and other contracts or agreements currently in effect with respect to the Real Property (except those that terminate on or before December 31, 2013 or that may be terminated upon not more than 30 days' notice without premium or penalty).
- (x) There are no leases, subleases, concession agreements or other rental, transfer or occupancy arrangements allowing for the occupancy of the Property or permit any party the use thereof except as may be required to stable and maintain horses in conjunction with the Business.

- (xi) Seller has not received any written notice of violation from any federal, state, municipal or other governmental instrumentality, or written notice of any violation, suspension, revocation or non renewal of any license or permit issued in connection with the use of the Real Property.
- (xii) Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, and all amendments thereto and all regulations issued thereunder.
- (xiii) Neither Seller nor, to Seller's actual knowledge, its affiliates, is in violation of the Anti-Money Laundering and Anti-Terrorism Laws. Neither Seller nor, to Seller's actual knowledge, its affiliates, is acting, directly or indirectly, on behalf of terrorists, terrorist organizations or narcotics traffickers, including those persons or entities that appear on the Annex to the Executive Order, or are included on any relevant lists maintained by the Office of Foreign Assets Control of U.S. Department of Treasury, U.S. Department of State, or other U.S. government agencies, all as may be amended from time to time. Neither Seller nor, to Seller's actual knowledge, its affiliates or, without inquiry, any of its brokers or other agents, in any capacity in connection with the sale of the Property (A) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any person included in the lists referenced above, (B) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order, or (C) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Money Laundering and Anti-Terrorism Laws. To Seller's actual knowledge, neither Seller, nor any person controlling or controlled by Seller, is a country, territory, individual or entity named on a Government List, and the monies used by Seller in connection with this Agreement and amounts committed with respect hereto, were not and are not derived from any activities that contravene any applicable anti-money laundering or anti-bribery laws and regulations (including funds being derived from any person, entity, country or territory on a list maintained by the federal government or engaged in any unlawful activity defined under Title 18 of the United States Code, Section 1956(c)(7)).
- (xiv) As of the Closing Date only, no work has been performed on behalf of Seller which has not been paid for or which could give rise to any mechanic's or materialmen's lien being filed against the Property.
- (xv) As of the Effective Date, the only Deposit of Seller is a cash performance bond of \$300,000 on deposit with the Town of Plainville for Landscaping and Seller has not made any Deposit subsequent to the Effective Date without the written consent of Buyer.

- (xvi) Attached hereto as Schedule 10(d)(xvi) is a true, correct and complete list of all personal property of the Seller's having a fair market value in excess of twenty-five thousand dollars (\$25,000) exclusive of cash and cash equivalents.
- (xvii) Seller has provided Buyer with a true, correct and complete copy of the special permit obtained by Seller from the Town of Plainville for the development of the Real Property.
- (xviii) [REDACTED]

For purposes of this Section 11, the terms "knowledge of Seller" and "Seller's knowledge" shall mean the actual knowledge, after due inquiry, of Stanley Fulton, Alfred Ross, the President of Seller (or if no President of Seller exists at Closing, the managing member of Seller). Seller's representations and warranties set forth in this Section 11, shall survive Closing for a period of nine (9) months.

- (e) As of the Effective Date and at all times during the Option Period, or if Buyer exercises the Option, Buyer represents and warrants as follows:
  - (i) Buyer has full right, power and authority to enter into this Agreement, and to acquire the Property in accordance with the terms and provisions of this Agreement. Each person executing this Agreement on behalf of Buyer represents and warrants that such person is duly authorized to act on behalf of Buyer in executing this Agreement, and that this Agreement constitutes a valid and legally binding obligation of Buyer enforceable against Buyer in accordance with its terms.
  - (ii) The execution, delivery and performance of this Agreement, and the consummation of the transaction contemplated hereby, will not result in any breach of, or constitute any default under, any agreement or other instrument to which Buyer is a party or by which Buyer is bound.
  - (iii) Buyer will timely pay in full, or at Seller's option, reimburse Seller promptly in full for, all Baseline Property Expenses incurred by Seller on or after December 31, 2013 (or if the Closing Date occurs prior to December 31, 2013, the Closing Date) and until the earlier to occur of Closing, the expiration of the Option Period, and the termination of this Agreement. If Buyer at any times breaches or threatens to breach the terms of this Section, Buyer agrees (aa) that Seller may, in its discretion, take all such action as Seller deems necessary to cure such breach and (bb) to promptly reimburse Seller for all costs and expenses incurred in the event Seller elects to take any action permitted by this section.
  - (iv) Neither Buyer nor, to Buyer's actual knowledge, its affiliates, is in violation of the Anti-Money Laundering and Anti-Terrorism Laws. Neither Buyer nor, to

Buyer's actual knowledge, its affiliates, is acting, directly or indirectly, on behalf of terrorists, terrorist organizations or narcotics traffickers, including those persons or entities that appear on the Annex to the Executive Order, or are included on any relevant lists maintained by the Office of Foreign Assets Control of U.S. Department of Treasury, U.S. Department of State, or other U.S. government agencies, all as may be amended from time to time. Neither Buyer nor, to Buyer's actual knowledge, its affiliates or, without inquiry, any of its brokers or other agents, in any capacity in connection with the purchase of the Property (A) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any person included in the lists referenced above, (B) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order, or (C) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Money Laundering and Anti-Terrorism Laws. Neither Buyer, nor any person controlling or controlled by Buyer, is a country, territory, individual or entity named on a Government List, and the monies used by Buyer in connection with this Agreement and amounts committed with respect hereto, were not and are not derived from any activities that contravene any applicable anti-money laundering or anti-bribery laws and regulations (including funds being derived from any person, entity, country or territory on a list maintained by the federal government or engaged in any unlawful activity defined under Title 18 of the United States Code, Section 1956(c)(7)).

Buyer's representations and warranties set forth in this Section 11 shall survive Closing for a period of nine (9) months.

## **12. Risk of Loss; Condemnation:**

(a) In the event of material damage to or destruction of all or any portion of the Real Property by wind, water, fire or other casualty, Seller will promptly notify Buyer of the nature and extent of such damage or destruction and whether or not Seller intends to repair or replace the affected Property. In such event, Buyer, in its sole discretion, within ten (10) days of such notice, may terminate this Agreement. Notwithstanding the foregoing, if Buyer has exercised the Option prior to the date on which it receives notice of the damage from Seller and agrees in writing not to terminate the Agreement, then, upon receipt of the Closing Payment, Seller shall assign the insurance proceeds for the Property damage to Buyer at the Closing.

(b) Promptly upon obtaining actual knowledge of any threatened or filed condemnation proceeding against all or any portion of the Property, Buyer and Seller will notify the other party of such proceeding. In such event, Buyer, in its sole discretion, may terminate this Agreement; provided, however, that in the event Buyer has exercised the Option prior to the date on which it receives actual knowledge or notice of the condemnation

proceedings and agrees in writing not to terminate the Agreement, then, upon receipt of the Closing Payment, Seller shall assign the condemnation proceeds to Buyer at the Closing.

**13. Recording of Option and Purchase Agreement:** This Agreement shall not be recorded in any Registry of Deeds or other office or place of public record; provided however, a memorandum of this Agreement shall be recorded against the Property in the form attached hereto as Exhibit "B" (the "Memorandum of Option") within three (3) business days following the execution hereof. If Buyer does not exercise the Option as provided herein within the Option Period, this Agreement shall automatically terminate and be of no further force and effect.

**14. Termination of Option:** Notwithstanding any other provision contained in this Agreement to the contrary, Buyer (in its sole and exclusive discretion) may terminate this Agreement at any time during the Option Term by delivering to Seller a Buyer Termination Notice. In such event, each party's rights and obligations under this Agreement shall terminate except as expressly provided for in the survival provisions of this Agreement.

**15. Confidentiality:** Neither Party shall:

- (a) disclose to any person or entity (other than, on terms of non-disclosure and restrictions on use consistent with those set forth in these sections (a) and (b)), the other party and its respective representatives, attorneys, accountants, professional advisors, investors, financial institutions, and agents or those designated in writing by the other party, in each case who have a 'need to know' the information for purposes contemplated by this Agreement) in any manner, directly or indirectly, any confidential or proprietary information or data related to the other party or its business (including information relating to third parties with whom the party does business), whether of a technical or commercial nature, obtained pursuant to negotiation or execution of this Agreement or the effectuation of the activities or transactions contemplated by this Agreement (such information, "**Confidential Information**"); or
- (b) use, or permit any person or entity (other than the other party and its respective representatives, attorneys, accountants, professional advisors, investors, financial institutions and agents or those designated in writing by the other party) to use, in any manner, directly or indirectly any such information or data, except to perform its obligations and exercise its rights hereunder.
- (c) The foregoing obligations of non-disclosure and restrictions on use shall not apply to information as is at the time of its disclosure or access generally known or available to the public and which did not become so known or available through any breach of any provision of this section by a party. In addition, a party shall not be in breach of this Section for (i) disclosures of information to the extent required or requested by applicable law, court order, government agency, gaming/regulatory practice or legal proceeding (including the rules and regulations of the Securities and Exchange Commission, any state securities commission or any gaming or racing laws) or any



listing agreement with, or the rules and regulations of, the NASDAQ Stock Market or the National Association of Securities Dealers, Inc.; or (iv) disclosures reasonably necessary in connection with recording the Option.

Buyer and Seller shall consult with each other prior to making any public statements with respect to this Agreement and the transactions contemplated hereby and, except as otherwise provided above, neither party shall make any public statements, including any press releases, with respect to this Agreement and the transactions contemplated hereby, without the prior written consent of the other party, which consent shall not be unreasonably withheld. Buyer further agrees that, without the prior written consent of Seller, Buyer may neither use Seller's name or the name of any of Seller's affiliates in any press release, marketing materials or any other publicly available media. The provisions of this paragraph shall not be deemed breached if disclosure is required or requested by applicable law or court order or otherwise consented to by the non-disclosing party or where disclosure is made of previously disclosed or published information.

**16. Regulatory Compliance.** Each of the Parties shall comply with all applicable laws, rules, and regulations with respect to the transactions contemplated hereby.

**17. Covenant Not to Compete.** In exchange for Buyer's agreement to proceed to Closing, Seller, Stanley Fulton, Alfred Ross, and any other owner of more than ten percent (10%) of Seller (each, a "**Principal Owner**"), at Closing, shall deliver to Buyer a Non-Compete Agreement in form and substance acceptable to the parties, providing that such person or entity will not, directly or indirectly, until the tenth (10<sup>th</sup>) Contingent Consideration Payment Date, own, operate, manage, develop, open, invest in (other than stock traded in a public market), sponsor, or promote, any casino gaming facility, slot facility, or horse or harness racing facility within a 200 mile radius of the Land (the "**Geographic Area**"), or advertise or promote within the Geographic Area a competing casino gaming facility, or slot facility; provided; however; nothing in this Section 17 shall restrict Alfred Ross from sponsoring and racing horses in his own capacity.

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**18. Governing Law; Jurisdiction; Miscellaneous:**

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and both Seller and Buyer shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect and the Parties shall negotiate in good faith to agree upon and implement replacement terms that most closely preserve the economic costs and benefits inherent in the impossible or unenforceable provision(s). In the event of a dispute under this Agreement, Buyer and Seller agree that the

appropriate forum for any such disputes shall be a Federal Court of competent jurisdiction located in Boston, Massachusetts.

- (b) Except as otherwise expressly set forth in this Agreement, each Party will pay its own (and its representative's) fees and expenses incurred in connection with the negotiation, preparation, execution and delivery of this Agreement and the negotiation of the transaction documents. In the event of litigation between the Parties, the Court shall have discretion to order that the substantially prevailing Party shall be entitled to be awarded fees, costs and expenses incurred in respect of such litigation. In the event that a Court of competent jurisdiction shall deem any litigation to be subject to summary dismissal (and such determination is not reversed on appeal), frivolous or brought in bad faith, the prevailing Party shall be entitled to be awarded all fees, costs and expenses incurred in respect of such litigation.
- (c) The Principal Owners shall be deemed third party beneficiaries with respect to any payments to be made by the Buyer hereunder. Subject to the foregoing, nothing in this Agreement shall be construed as implying or intending any third party beneficiaries to this Agreement.
- (d) Each party acknowledges that it has had the opportunity to have counsel review this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring any Party by virtue of the authorship of any of the provisions of this Agreement.
- (e) Any notices required hereunder shall be in writing, shall be transmitted by nationally recognized overnight courier, by email attachment or by electronic facsimile, in each case with reasonable confirmation of delivery or refusal of delivery. Delivery shall be deemed to have occurred on the first business day following the date of such reasonable confirmation., Notices shall be addressed to the Parties as follows:

- (i) If intended to Seller, to:

Ourway Realty, LLC  
301 Washington Street  
Plainville, MA 02762  
Attention: President

- (ii) If intended to Buyer, to:

Penn National Gaming, Inc.  
825 Berkshire Boulevard  
Wyomissing, Pennsylvania 19610

Attention: Office of General Counsel  
Fax:

with copy to:

Kasowitz, Benson, Torres & Friedman LLP  
1633 Broadway  
New York, New York 10019  
Attn: Wallace L. Schwartz, Esq.  
Fax: (212) 500-3487

- (f) This Agreement may be executed in counterparts each of which shall be considered an original. Any signature page that is faxed or transmitted electronically shall be effective as an original signature page. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.
- (g) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all prior negotiations, understandings and agreements of the Parties relative to the subject matter of this Agreement. For avoidance of doubt, except as expressly provided herein, the Temporary Operations Agreement is a separate agreement herefrom enforceable on its terms.
- (h) Nothing contained herein shall create a joint venture or partnership between Buyer and Seller, or an agency principal relationship.
- (i) This Agreement is solely for the benefit of Buyer and Seller and, except as set forth above with respect to Principal Owners, nothing contained in this Agreement shall be deemed to confer upon anyone other than Buyer and Seller any right to insist upon or to enforce the performance or observance of any of the obligations contained herein or therein. All conditions to the obligations of Buyer and Seller to consummate the transactions contemplated by this Agreement are imposed solely and exclusively for the benefit of each such party as provided therein and no other Person shall have standing to require satisfaction of such conditions in accordance with their terms or be entitled to assume that Buyer or Seller will refuse to consummate the transactions contemplated by this Agreement in the absence of strict compliance with any or all thereof and no other Person shall under any circumstances be deemed to be a beneficiary of such conditions, any or all of which may be freely waived in whole or in part by Buyer or Seller (as applicable) if, in each party's sole discretion, such party deems it advisable or desirable to do so.
- (j) The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof. All references herein to the word "including" shall be deemed to be references to "including, without limitation."

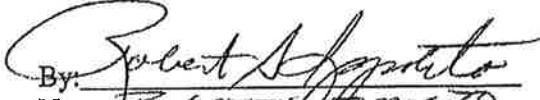
- (k) Time is of the essence under this Agreement.
- (l) Buyer and Seller each acknowledge and agree that this Agreement is a legally binding document.
- (m) This Agreement cannot be amended except as agreed to in writing by the parties.
- (n) This Agreement may not be assigned or transferred, directly or indirectly, by either Party without the prior written consent of the other which consent shall not be unreasonably withheld, delayed or conditioned; provided, however, this Agreement may be assigned by Buyer without Seller's consent to any affiliate of Buyer that is financially and otherwise capable of performing Buyer's obligations under this Agreement. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. In the event Buyer assigns its rights and obligations under this Agreement, such assignment shall include all post-Closing obligations of Buyer hereunder.
- (o) The following shall survive any termination of this Agreement: (i) payment obligations incurred as of any termination of this Agreement, or which with the passage of time would become due following any such termination, (ii) each party's obligations with respect to the restrictions on use and disclosure of Confidential Information shall survive any termination of this Agreement, and (iii) provisions which by their nature continue in effect for a period of up to one year following the Agreement's termination.
- (p) This Agreement is subject to the review of the MGC any other Massachusetts regulatory authority, body, or any agency which has, or may at any time after the date hereof have, jurisdiction over the gaming activities at the Project, or any successor to any such authority, body or agency. Buyer and Seller and their respective affiliates, to the extent reasonably necessary, in connection with any review of this Agreement by the MGC shall execute and deliver any further documents or instruments, including amendments to this Agreement, as may be required and which do not alter the terms of this Agreement in a manner unfavorable to either party or which imposes an undue burden on a party.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Seller and Buyer execute this Agreement on the date(s) shown, intending to bind themselves and their respective heirs, personal representatives, executors, successors and assigns.

**BUYER:**

SPRINGFIELD GAMING AND  
REDEVELOPMENT, LLC,  
Delaware limited liability company,

By:   
Name: Robert J. Apolito  
Title: Sec/Treas of Western Mass.  
Gaming Venture LLC, sole  
Member

**SELLER:**

OURWAY REALTY, LLC,  
a Massachusetts limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**PRINCIPAL OWNER:**

The undersigned joins this Agreement for the  
purpose of ratifying and assuming the  
obligations arising under Section 17:

\_\_\_\_\_  
Alfred Ross, an individual

\_\_\_\_\_  
Stanley Fulton, an individual

Seller and Buyer execute this Agreement on the date(s) shown, intending to bind themselves and their respective heirs, personal representatives, executors, successors and assigns.

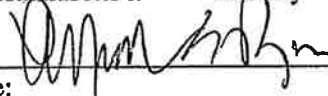
**BUYER:**

SPRINGFIELD GAMING AND  
REDEVELOPMENT, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

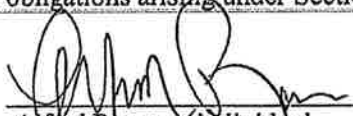
**SELLER:**

OURWAY REALTY, LLC,  
a Massachusetts limited liability company

By:   
Name:  
Title: *man.*

**PRINCIPAL OWNER:**

The undersigned joins this Agreement for the  
purpose of ratifying and assuming the  
obligations arising under Section 17:

  
\_\_\_\_\_  
Alfred Ross, an individual

\_\_\_\_\_  
Stanley Fulton, an individual

Seller and Buyer execute this Agreement on the date(s) shown, intending to bind themselves and their respective heirs, personal representatives, executors, successors and assigns.

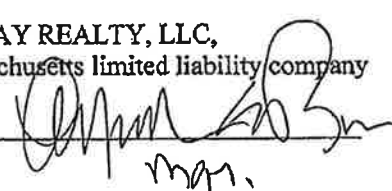
**BUYER:**

SPRINGFIELD GAMING AND  
REDEVELOPMENT, LLC,  
Delaware limited liability company,

By: \_\_\_\_\_  
Name:  
Title:

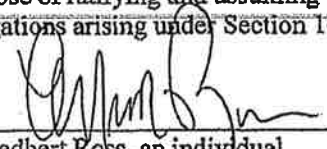
**SELLER:**

OURWAY REALTY, LLC,  
a Massachusetts limited liability company

By:   
Name: mgr.  
Title:

**PRINCIPAL OWNER:**

The undersigned joins this Agreement for the  
purpose of ratifying and assuming the  
obligations arising under Section 16:

  
\_\_\_\_\_  
Alfredbert Ross, an individual


  
\_\_\_\_\_  
Stanley Fulton, an individual

EXHIBIT "A"  
LEGAL DESCRIPTION OF PROPERTY

A certain parcel of land situated in said Plainville, bounded and described as follows:

Northwesterly, Northerly, Northwesterly and Northerly by the Southeasterly, Southerly, Southeasterly and Southerly lines of Interstate Route-495, No Access, thirty one hundred one and 12/100 (3101.12) feet:

Northeasterly, two hundred fifty nine and 90/100 (25.90) feet, and

Southeasterly, about ninety one (91) feet, by land now or formerly of the City of Attleboro;

Southerly, Southeasterly, Easterly, Southeasterly and Easterly, by Lake Mitimichi;

Southeasterly by Haynes Road, about two hundred nine and 79/100 (209.79) feet;

Northwesterly, twenty two and 69/100 (22.69) feet;

Westerly, one hundred nine and 82/100 (109.82) feet;

Southerly, one hundred (100) feet, and

Easterly, one hundred sixty and 88/100 (160.88) feet, by land now or formerly of Reservoir Estates Inc.;

Southwesterly by said Haynes Road, one hundred ninety one and 13/100 (191.13) feet;

Northwesterly, thirty seven and 36/100 (37.36) feet;

Westerly, one hundred twenty two and 55/100 (122.55) feet; and

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Southerly, one hundred twenty (120) feet, by land now or formerly of said Reservoir Estates, Inc.;

Westerly by land now or formerly of Richard Freitas et al, two hundred eighty six and 49/100 (286.49) feet;

Southerly by lands of sundry adjoining owners, shown on plan filed with Certificate No. 110963, nine hundred twenty four (924) feet;

Easterly by land now or formerly of Richard A. Laliberte, three hundred thirty (330) feet;

Southeasterly by said Haynes Road, two hundred eighty eight and 98/100 (288.98) feet; and

Southwesterly by land now or formerly of F.E. Daddaria, fourteen hundred forty six and 07/100 (1446.07) feet.



EXHIBIT A  
LEGAL DESCRIPTION – CONTINUED

All of said boundaries, except the water lines, are determined by the Land Court to be located as shown on the following plans which comprise lot number 12 on a plan drawn by Ralph I. Maloon, Surveyor, dated December 12, 1974, as modified and approved by said Court, filed in the Land Registration Office as No. 39078A, a copy of a portion of which is filed in Norfolk Registry District with Certificate No. 110964, Sheet 1, Book 555; and a parcel on a plan drawn by Ralph I. Maloon, Surveyor, dated December 12, 1974, as modified and approved by said Court, filed in the Land Registration Office as No. 39077A, a copy of a portion of which is filed in Norfolk Registry District with Certificate No. 110963, Sheets 1 and 2, Book 555.

Together with the rights, if any, created by a Commonwealth of Massachusetts Taking, dated May 12, 1965, recorded with Norfolk Registry of Deeds at Book 4254, Page 076 (RTE 495).

**EXHIBIT "B"**  
**MEMORANDUM OF OPTION**

## MEMORANDUM OF OPTION AND PURCHASE AGREEMENT

Reference is hereby made to that certain Option and Purchase Agreement dated as of September 3, 2013 by and Ourway Realty, LLC (“Seller”) and Western Mass. Gaming Ventures, LLC (“Buyer”) involving certain property in Plainville, Middlesex County, Massachusetts (the “Agreement”).

In the Agreement, Seller grants Buyer an option to purchase (the “Option”) subject to the terms and conditions contained therein. Notice is hereby given of the following essential terms of such Option:

- SELLER:** Ourway Realty, LLC, a Massachusetts limited liability company, having an address of c/o 301 Washington Street Plainville, Massachusetts 02762.
- BUYER:** Springfield Gaming and Redevelopment, LLC, a Delaware limited liability company, having an address of c/o Penn National Gaming, Inc., 825 Berkshire Boulevard, Wyomissing, PA 19610
- PROPERTY SUBJECT TO OPTION:** The property that is subject to the Option is approximately 88.9 acres located at 301 Washington Street, Plainview, Norfolk County, Massachusetts which is more particularly described in Exhibit A attached hereto and made a part hereof (the “Property”).
- 
- OPTION PERIOD:** Unless terminated earlier in accordance with the provisions of the Agreement, the Option shall be for a period commencing on the date hereof and expiring on March 31, 2014. Buyer has the right to extend the expiration date of the Option to March 31, 2016, subject to the terms of the Agreement.
- CLOSING:** If Buyer exercises the Option, the closing of the conveyance of the Property to Buyer shall occur on the date which is 20 days after the delivery of the Buyer Closing Notice (as defined in the Agreement) or on such later date as Seller and Buyer may mutually agree.
- BINDING EFFECT:** In the event Buyer does not exercise the Option by the applicable deadlines set forth in the Agreement or the Option otherwise lapses or terminates in accordance with the terms of the Agreement, the termination of the Option may be confirmed by either (i) an instrument in recordable form executed by both

Seller and Buyer confirming the termination of the Option or (ii) an affidavit in recordable form executed by Seller stating that the Option has been duly terminated.

**ADDITIONAL TERMS:**

The Agreement contains additional terms and conditions which are not enumerated in this Memorandum. Nothing in this Memorandum shall modify or amend the Agreement and, in the event of any inconsistency between the terms of the Agreement and the terms of this Memorandum, the terms of the Agreement shall govern.

This Memorandum may be executed in any number of multiple counterparts each of which, when taken together, shall constitute but one and the same instrument.

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EXECUTED under seal as of the 3rd day of September, 2013.

**SELLER:**

OURWAY REALTY, LLC,  
a Massachusetts limited liability company

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

Name:

Title:

**BUYER:**

SPRINGFIELD GAMING AND  
REDEVELOPMENT, LLC, Delaware limited  
liability company

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

Name:

Title:

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

September 3, 2013

Before me, the undersigned notary public, personally appeared the above named \_\_\_\_\_, the \_\_\_\_\_ of Ourway Realty, LLC, whose name is signed on the preceding document, and such person acknowledged to me that he/she signed such document voluntarily, for its stated purpose. The identity of such person was proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness, or  personal knowledge of the undersigned.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

September 3, 2013

Before me, the undersigned notary public, personally appeared the above named \_\_\_\_\_, the \_\_\_\_\_ of Springfield Gaming and Redevelopment, LLC, whose name is signed on the preceding document, and such person acknowledged to me that he/she signed such document voluntarily, for its stated purpose. The identity of such person was proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness, or  personal knowledge of the undersigned.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

## EXHIBIT A

### Legal Description of Property

A certain parcel of land situated in said Plainville, bounded and described as follows:

Northwesterly, Northerly, Northwesterly and Northerly by the Southeasterly, Southerly, Southeasterly and Southerly lines of Interstate Route-495, No Access, thirty one hundred one and 12/100 (3101.12) feet;

Northeasterly, two hundred fifty nine and 90/100 (25.90) feet, and

Southeasterly, about ninety one (91) feet, by land now or formerly of the City of Attleboro;

Southerly, Southeasterly, Easterly, Southeasterly and Easterly, by Lake Mitimichi;

Southeasterly by Haynes Road, about two hundred nine and 79/100 (209.79) feet;

Northwesterly, twenty two and 69/100 (22.69) feet;

Westerly, one hundred nine and 82/100 (109.82) feet;

Southerly, one hundred (100) feet, and

Easterly, one hundred sixty and 88/100 (160.88) feet, by land now or formerly of Reservoir Estates Inc.;

Southwesterly by said Haynes Road, one hundred ninety one and 13/100 (191.13) feet;

Northwesterly, thirty seven and 36/100 (37.36) feet;

---

Westerly, one hundred twenty two and 55/100 (122.55) feet; and

Southerly, one hundred twenty (120) feet, by land now or formerly of said Reservoir Estates, Inc.;

Westerly by land now or formerly of Richard Freitas et al, two hundred eighty six and 49/100 (286.49) feet;

Southerly by lands of sundry adjoining owners, shown on plan filed with Certificate No. 110963, nine hundred twenty four (924) feet;

Easterly by land now or formerly of Richard A. Laliberte, three hundred thirty (330) feet;

Southeasterly by said Haynes Road, two hundred eighty eight and 98/100 (288.98) feet; and

EXHIBIT A

LEGAL DESCRIPTION – CONTINUED

Southwesterly by land now or formerly of F.E. Daddaria, fourteen hundred forty six and 07/100 (1446.07) feet.

All of said boundaries, except the water lines, are determined by the Land Court to be located as shown on the following plans which comprise lot number 12 on a plan drawn by Ralph I. Maloon, Surveyor, dated December 12, 1974, as modified and approved by said Court, filed in the Land Registration Office as No. 39078A, a copy of a portion of which is filed in Norfolk Registry District with Certificate No. 110964, Sheet 1, Book 555; and a parcel on a plan drawn by Ralph I. Maloon, Surveyor, dated December 12, 1974, as modified and approved by said Court, filed in the Land Registration Office as No. 39077A, a copy of a portion of which is filed in Norfolk Registry District with Certificate No. 110963, Sheets 1 and 2, Book 555.

Together with the rights, if any, created by a Commonwealth of Massachusetts Taking, dated May 12, 1965, recorded with Norfolk Registry of Deeds at Book 4254, Page 076 (RTE 495).



EXHIBIT "C"  
QUITCLAIM DEED

## QUITCLAIM DEED

OURWAY REALTY LLC, D/B/A PLAINRIDGE RACECOURSE, a Massachusetts limited liability company, having an address at 301 Washington Street, Plainville, Massachusetts 02762, for consideration of Forty Two Million and 00/100 Dollars (\$42,000,000.00) paid, grants to SPRINGFIELD GAMING AND REDEVELOPMENT, L.L.C, a Delaware limited liability company having an address of c/o Penn National Gaming, Inc., 825 Berkshire Boulevard, Wyomissing, Pennsylvania 19610, Attention: General Counsel, with QUITCLAIM COVENANTS, the land and improvements thereon legally described in Exhibit A attached hereto and incorporated herein by this reference.

This conveyance is made subject to and with the benefit of all restrictions, easements and encumbrances that are of record, so far as the same may be in force and applicable, and to the lien of real estate taxes not yet due and payable.



EXHIBIT A  
LEGAL DESCRIPTION

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Northwesterly, Northerly, Northwesterly and Northerly by the Southeasterly, Southerly, Southeasterly and Southerly lines of Interstate Route-495, No Access, thirty one hundred one and 12/100 (3101.12) feet:

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Southerly, Southeasterly, Easterly, Southeasterly and Easterly, by Lake Mitimichi;

Southeasterly by Haynes Road, about two hundred nine and 79/100 (209.79) feet;

Northwesterly, twenty two and 69/100 (22.69) feet;

Westerly, one hundred nine and 82/100 (109.82) feet;

Southerly, one hundred (100) feet, and

Easterly, one hundred sixty and 88/100 (160.88) feet, by land now or formerly of Reservoir Estates Inc.;

Southwesterly by said Haynes Road, one hundred ninety one and 13/100 (191.13) feet;

Northwesterly, thirty seven and 36/100 (37.36) feet;

Westerly, one hundred twenty two and 55/100 (122.55) feet; and

---

Southerly, one hundred twenty (120) feet, by land now or formerly of said Reservoir Estates, Inc.;

Westerly by land now or formerly of Richard Freitas et al, two hundred eighty six and 49/100 (286.49) feet;

Southerly by lands of sundry adjoining owners, shown on plan filed with Certificate No. 110963, nine hundred twenty four (924) feet;

Easterly by land now or formerly of Richard A. Laliberte, three hundred thirty (330) feet;

Southeasterly by said Haynes Road, two hundred eighty eight and 98/100 (288.98) feet; and

Southwesterly by land now or formerly of F.E. Daddaria, fourteen hundred forty six and 07/100 (1446.07) feet.

EXHIBIT A  
LEGAL DESCRIPTION – CONTINUED

All of said boundaries, except the water lines, are determined by the Land Court to be located as shown on the following plans which comprise lot number 12 on a plan drawn by Ralph I. Maloon, Surveyor, dated December 12, 1974, as modified and approved by said Court, filed in the Land Registration Office as No. 39078A, a copy of a portion of which is filed in Norfolk Registry District with Certificate No. 110964, Sheet 1, Book 555; and a parcel on a plan drawn by Ralph I. Maloon, Surveyor, dated December 12, 1974, as modified and approved by said Court, filed in the Land Registration Office as No. 39077A, a copy of a portion of which is filed in Norfolk Registry District with Certificate No. 110963, Sheets 1 and 2, Book 555.

Together with the rights, if any, created by a Commonwealth of Massachusetts Taking, dated May 12, 1965, recorded with Norfolk Registry of Deeds at Book 4254, Page 076 (RTE 495).

EXHIBIT "D"  
EBITDA CALCULATION

- (a) EBITDA Definition. EBITDA shall mean earnings before interest, taxes, depreciation and amortization derived from the net income of Buyer at the facility (which shall include all revenues from operations on the Land or related to the Project), calculated in accordance with generally accepted accounting principles with respect to net income in effect at the time, including a reduction for a corporate assessment fee (which assessment must be of the same type assessed by Buyer's ultimate parent on its other operating subsidiaries at substantially similar properties in size, scope and geography), including, without limitation, audit expenses, legal fees, and insurance) or for employees of the Buyer or its affiliates substantially dedicated to the Project. EBITDA will specifically exclude (i) any rent paid by Buyer to its affiliates if the Project is subject to a sale-leaseback with an affiliate, (ii) any amounts payable for fees and services pursuant to any transaction between Buyer and its affiliates which are substantially above market rate terms.
- (b) Delivery of EBITDA Notices and Financial Statements. Upon each Contingent Consideration Payment Date, Buyer shall deliver to the Seller or its duly appointed representative (the "**Seller Representative**") a notice (the "**EBITDA Notice**") setting forth in reasonable detail Buyer's calculation of EBITDA. Each EBITDA Notice shall be accompanied by a certificate of a duly authorized officer of Buyer stating that the EBITDA Notice was prepared in accordance with this Agreement. In addition, within 60 days following the end of the first four full Fiscal Quarters following the opening of the Project's operations to the public at the Land and on each anniversary thereof, Buyer shall deliver to the Seller a balance sheet, statement of operations, and statement of cash flows for the Buyer, which shall be maintained on a stand-alone basis and shall be reviewed or audited by an independent accounting firm (the "**Annual Financial Statements**"). The Seller Representative will have 120 days following Buyer's delivery of the Annual Financial Statements to review and respond to the Annual Financial Statements, during which period Buyer will grant the Seller Representative and its Representatives reasonable access during normal business hours to the books and records of the Buyer, including work papers (if any) prepared by Buyer's independent accountants (subject to compliance with Buyer's independent accountants' customary procedures for release) with respect to such Annual Financial Statements.
- (c) Review Period. Unless the Seller Representative has delivered to Buyer a written letter of its disagreement with any EBITDA Notice delivered during the period covered by the Annual Financial Statements (a "**Notice of Disagreement**") on or prior to the 121st day following Buyer's delivery of such Annual Financial Statements to the Seller Representative, each such EBITDA Notice during the fiscal year covered by the Annual Financial Statements will become final on the 121st day following Buyer's delivery of such Annual Financial Statements to the Seller Representative, provided however, that the Seller and Seller's representative shall have a continuing one-year right to dispute

prior EBITDA Notices that may contain errors uncovered by restatements of any financial statements, or which were subject of fraud.

- (d) Meeting to Resolve Proposed Adjustments. As soon as reasonably practicable, but in no event later than 20 days, after the Seller Representative's delivery of an Notice of Disagreement, Buyer and the Seller Representative will meet and endeavor to resolve any disagreements in the calculation of EBITDA. If Buyer and the Seller Representative reach agreement in writing on such adjustments, the Contingent Payment Amounts delivered during the applicable fiscal year will be modified to reflect the adjustments accepted pursuant to this Section.
- (e) Resolution by Arbitration.
- (i) If Buyer and the Seller Representative do not resolve to their mutual satisfaction all disputed adjustments in an EBITDA Notice of Disagreement within 25 days (or such longer period agreed to in writing by Buyer and the Seller Representative) following the meeting provided for in Section (d) above, any disputes will be settled by the Boston, Massachusetts office of an independent accounting firm not engaged by the Buyer or its affiliates at any time during the preceding three-year period and mutually agreed upon by the parties (agreement not to be unreasonably withheld or delayed) (the "**Arbitrator**") in accordance with the provisions of this Section (e).
  - (ii) On or prior to the 40th day (or such later date that is the same number of days following such day equal to the number of days by which the 25-day period provided for in above is extended by Buyer and the Seller Representative) following the meeting provided for in Section (d), above, Buyer will furnish the Arbitrator with a copy of this Agreement, the Annual Financial Statements, the EBITDA Notice, the related EBITDA Notice of Disagreement and any other relevant correspondence between the Parties. Buyer and the Seller Representative will also give the Arbitrator: (A) position papers outlining such Party's respective arguments and supporting documentation for such Party's position; and (B) access to the books and records of the Buyer and its subsidiaries, including any work papers or other schedules prepared by such Party's accountants (subject to compliance with such Party's accountants' customary procedures for release) relating to the preparation of the applicable EBITDA Notices, the Annual Financial Statements and the related Notice of Disagreement.
  - (iii) The Arbitrator's engagement will be limited to determining the amount of the Contingent Payment due to the Seller under this Agreement for the applicable fiscal year. The fees and expenses of the Arbitrator shall be borne by the party requesting the Arbitrator's review, unless the findings reveal that the EBITDA Notice was incorrect by greater than ten percent (10%).

- (iv) **The Arbitrator's determination will be conclusive and binding upon the parties and may be entered and enforced in any court of competent jurisdiction.**



EXHIBIT "E"  
ASSIGNMENT AND ASSUMPTION

ASSIGNMENT AND ASSUMPTION OF HOST COMMUNITY AGREEMENT

OURWAY REALTY, LLC  
(Assignor)

and

SPRINGFIELD GAMING AND REDEVELOPMENT, LLC  
(Assignee)

Dated: As of [\_\_\_\_], 201\_

ASSIGNMENT AND ASSUMPTION OF HOST COMMUNITY AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF HOST COMMUNITY AGREEMENT (this "Assignment"), dated as of [\_\_\_\_],<sup>1</sup> made by OURWAY REALTY, LLC, doing business as Plainridge Racecourse, a [\_\_\_\_] having an office at [\_\_\_\_] ("Assignor") and SPRINGFIELD GAMING AND REDEVLOPMENT, LLC a Delaware limited liability company having an office at 825 Berkshire Boulevard, Wyomissing, PA 19610 ("Assignee").

W I T N E S S E T H :

WHEREAS, pursuant to that certain Option and Purchase Agreement (the "Agreement"), dated as of [September\_\_\_\_], 2013, between Assignor and Assignee, Assignor agreed to sell and Assignee agreed to purchase land and certain assets located in the Town of Plainville, Massachusetts, as described on Exhibit A attached hereto and made a part hereof, on the terms and subject to the conditions set forth therein, together with certain other assets of Assignor; and

WHEREAS, the Agreement contemplates that as consideration for the execution of the Agreement, (i) Assignor will immediately assign to Assignee all of Assignor's right, title and interest in and to that certain Host Community Agreement (as the same may have been amended, the "Host Community Agreement"), dated July 8, 2013, between Assignor and The Town of Plainville, Massachusetts, a municipality in the Commonwealth of Massachusetts, attached hereto as Exhibit B, and all of Assignor's rights and obligations arising thereunder, and (ii) Assignee will accept such assignment and assume such rights and obligations; and

WHEREAS, the execution of the Agreement is occurring as of the date hereof.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the mutual receipt and legal sufficiency of which the parties hereto hereby acknowledge, Assignor and Assignee hereby agree as follows:

~~1. *Definitions.* Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed thereto in the Agreement.~~

2. *Assignment.* Assignor hereby assigns to Assignee (i) all of Assignor's right, title and interest in and to the Host Community Agreement, and (ii) all of Assignor's duties and obligations to the extent accruing under the Host Community Agreement from and after the date hereof.

3. *Assumption.* Assignee hereby accepts the assignment, and assumes the duties and obligations, described in Section 2 hereof.

4. *Amendment.* This Assignment may not be amended, modified, or terminated except by an instrument, in writing, executed by the parties hereto.

5. *Successors.* This Assignment is binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

<sup>1</sup> The closing date under the Option Agreement.

6. *Further Assurances.* Each of Assignor and Assignee agree to execute, acknowledge (where appropriate) and deliver such other or further instruments of transfer or assignment as the other party may reasonably require to confirm the foregoing assignment and assumption, or as may be otherwise reasonably requested by Assignee or Assignor to carry out the intent and purposes hereof.

7. *Contingency.* This assignment is contingent upon the Town of Plainville consenting to the assignment of the host community agreement to Assignee. If the Town of Plainville does not consent to the assignment, this assignment is null and void.

8. *Governing Law.* This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law.

9. *Counterparts.* This Assignment may be executed in any number of counterparts, which together shall constitute one single agreement of the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first written above.

**ASSIGNOR:**

OURWAY REALTY, LLC,  
a Massachusetts limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

SPRINGFIELD GAMING AND  
REDEVELOPMENT, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT A**  
**The Land**

**EXHIBIT B**  
**Host Community Agreement**

**SCHEDULE 10(D)(XVI)**

**Assets**

1. 2004 John Deere model 6420 4WD tractor
2. 2001 John Deere model 6330 tractor with cab



**EXHIBIT 15**

**Has applicant's entire premises been approved by local authorities in accordance with Section 13A of Chapter 128A of the General Laws?**

Yes

**Submit as Exhibit 15 a copy of the applicant's approval. If applicant's premises have not been approved in accordance with c.128A §13A, explain why such approval was not obtained.**

Please see letter from the Town of Plainville Board of Selectmen dated September 29, 1997, attached as **Exhibit 15A**, and the Certified Special Election results for the Town of Plainville's September 10, 2013 election, attached as **Exhibit 15B**.



# TOWN OF PLAINVILLE

Office of the

## BOARD OF SELECTMEN

September 29, 1997

Massachusetts State Racing Commission  
1 Ashburton Place  
Boston, MA 02108

Dear Commissioners:


This letter is meant to inform you that on September 8, 1997, the Plainville Board of Selectmen held a public hearing on the request of Manager Acquisition Corporation to locate a harness racing facility within the Town of Plainville. That public hearing was held pursuant to the requirements of MGL Chapter 128A, section 13A, and as such was properly posted and advertised (copy enclosed).

I am pleased to inform you that, after due consideration, the Board voted affirmatively to conditionally approve the suitability of the proposed site. The site, as proposed, is located on Washington Street (Route 1) at its southeasterly intersection with Route 495. It is important that I communicate to you the basis of the condition attached to the approval. Given the proximity of the Route 495 interchange there is concern with traffic accessing and exiting from the site. Therefore, the condition placed on the approval was that a professionally prepared traffic study be prepared for the site given the intended use.

It was and continues to be the wish of the Board of Selectmen that this proposal is allowed to go forward. Given the time required to prepare such a study, it did not seem practical or even possible to have the traffic study completed prior to the October 1 submittal deadline to the Commission. Consequently, the Board felt comfortable in approving the site suitability provided that all parties concerned remain mindful of the need for the traffic study.

Based on this understanding, the Board of Selectmen is anxious to see this application move forward in the licensing process and look forward to working through the Commission in bringing the proposal to fruition. We are most anxious to share with you, through the public hearing process, how such a facility will be of benefit to the community of Plainville and to the harness racing industry as well. In the interim, I remain eager to answer any questions on behalf of the Town, which this application may generate. Please feel free to contact me at (508) 695-3010 ext. 11 if I can assist your deliberations in any way.

Sincerely,

  
Joseph E. Fernandes  
Town Administrator

**PLAINVILLE BOARD OF SELECTMEN  
MINUTES FOR MEETING HELD - SEPTEMBER 8, 1997**

Chairman, Andrea Soucy, called the meeting to order at 7:30 p.m. Also present were Charles Smith, Ronald Fredrickson and Town Administrator, Joseph Fernandes.

**I. MINUTES**

None

**II. LICENSES & PERMITS**

7:45 p.m. John Pasquantonio d/b/a Johnny's Oil. Fuel Storage Permit. Andrea Soucy opened the public hearing on the application of Mr. Pasquantonio. Mr. Pasquantonio was not present and matters were continued for hearing at next regular Board of Selectmen meeting. Ronald Fredrickson moved Charles Smith seconded and it was unanimously

**VOTED:** To adjourn the public hearing for John Pasquantonio until Monday, September 15, 1997 at the same time.

Charles Smith moved, Ronald Fredrickson seconded and it was unanimously

**VOTED:** To recess this meeting at 7:50, to reconvene in the upstairs room for the purpose of conducting a public hearing on the suitability of location for a proposed racetrack

8:00 p.m. Meeting reconvened - on the advice of Fire Chief, the meeting was moved to the fire station, due to the number of people present and lack of egress. Charles Smith moved, Ronald Fredrickson seconded and it was unanimously

**VOTED:** To transfer meeting across the street to the Plainville Fire Station.

Everyone moved across the street and the meeting was again reconvened at 8:20 p.m.

Robert Kraus, attorney for Management Acquisition Corp. made a presentation regarding a proposed application for harness racing track site approval by MAC in the Rte.495/Route 1/152 area. Mr. Kraus stated MAC wished to submit a harness racing license

application to the Massachusetts State Racing Commission by the deadline of October 1, 1997. The MAC Group had requested this hearing to test the feasibility of such an application. Mr. Kraus noted the proposed raceway could benefit the Town of Plainville by providing one quarter of 1% of "handle", meaning approximately \$250,000.00 per year to the town, plus costs of police and fire services and estimated a total of approximately \$500,000.00 of income to the town. The parcel of land the group is interested in totals approximately 90 acres.

Mr. Kraus, to a question from Andrea Soucy on status, noted negotiations had been taking place with the Pacella estate and, based on the outcome of this hearing and a prospective license application, the MAC Group expected favorable outcome.

To a question from Charles Smith, Mr. Kraus noted traffic problems would be addressed and an engineering study would be required if the application were successful.

Various members of the audience present spoke in favor or against the proposal:

David Bois - questioned if water and sewer issues had been addressed. Mr. Kraus noted a feasibility study would be carried out as part of the application process.

Tim Dyer, 1 Oak Drive asked if a raceway was the only possibility for the area in question, and asked if any other plan had been considered, i.e. office buildings. Charles Smith noted the acreage was not adequate enough.

Arthur Roy, 74 Warren Street had a question regarding slot machines.

Mike Mullane, 18 Rhodes Street asked if a referendum vote was needed. The board told him this was not so.

Grace Simmons of Spring Street noted her objection, stating a rezoning application was to be presented at town meeting to rezone the area in question and felt granting approval to MAC would eliminate any other proposals for the area once rezoning is approved.

Town Administrator, Joseph Fernandes, noted he had spoken with lawyer for the Racing Commission and advice received noted blanket approval was not necessary - approval could be conditional upon a number of matters, e.g. parking, egress, etc.

After further discussion with members of the audience, Ronald Fredrickson moved, Charles Smith seconded and it was unanimously

**VOTED:** To support the request based upon contingencies noted by Joseph Fernandes.

BOS Minutes - September 9, 1997

American Legion - One day license modification - to allow outside sales and consumption of alcohol at a planned pig roast, September 20, 1997 from 1-6 p.m. Legion has now scaled this down to a clam bake. Joseph Fernandes noted he had spoken with Chief Merrick and, due to scaling down of people in attendance, a police detail would not be required. Charles Smith moved, Andrea Soucy seconded (Ronald Fredrickson abstaining) and it was

VOTED: To approve the one day license modification as detailed above.

### III. APPOINTMENTS WITH THE BOARD

Jack Flynn - Letter regarding fire candidate selection process. Mr. Flynn was present and noted his objection to the process used appointing firefighters to the rank of lieutenant after recent interviews. Mr. Flynn stated his dismay that a recommendation (of one of the candidates) by the Fire Chief was not taken by the Board. Andrea Soucy noted Mr. Flynn's objection but advised the board had issues of concern regarding the recommendation and had acted accordingly.

### IV. BOARDS AND COMMITTEES

School Committee - Letter of resignation received from Laurence Cochrane. Joseph Fernandes noted the board should announce this vacancy for thirty days and then move to fill same.

Peter Brock, Chairman Conservation Commission - member recommendation. Charles Smith moved, Ronald Fredrickson seconded and it was unanimously

VOTED: To appoint Richard Lewis to the Conservation Commission.

Council on Aging. Ronald Fredrickson moved, Charles Smith seconded and it was unanimously

VOTED: To appoint Rev. Richard Noyes to board of Council on Aging.

Availability Card - Leland Ross - for Radio Committee. Ronald Fredrickson moved, Charles Smith seconded and it was unanimously

VOTED: To appoint Leland Ross to the Radio Committee.

VI. NEW BUSINESS

Internal Borrowing - \$175,000 for temporary classrooms. Ronald Fredrickson moved, Charles Smith seconded and it was unanimously

VOTED: To approve request of Town Treasurer re: internal borrowing in the amount of \$175,000.00.

VII. OLD BUSINESS

Joseph Fernandes advised the board James Marshall would be resigning as Highway Superintendent and concentrating on his position as Water/Sewer Superintendent. Ronald Fredrickson moved, Charles Smith seconded and it was unanimously

VOTED: To appoint Calvin Hall as Acting Highway Superintendent until April 1, 1998, wage to be negotiated.

There being no further business, Charles Smith moved, Ronald Fredrickson seconded and it was unanimously

VOTED: To adjourn at 10:15 p.m.

A true record

Attest:

\_\_\_\_\_  
Angela M. Clayton,  
Recording Clerk

Minutes approved on:

\_\_\_\_\_  
Jan 4, 1998

By:

\_\_\_\_\_  
Andrea Soucy, Clerk  
Plainville Board of Selectmen

A TRUE COPY, ATTEST:

Ellen M Robertson

ELLEN M. ROBERTSON  
TOWN CLERK

September 16, 2013

EXHIBIT 15B



COMMONWEALTH OF MASSACHUSETTS  
**TOWN OF PLAINVILLE**

OFFICE OF THE TOWN CLERK

142 SOUTH STREET, P.O. BOX 1717  
PLAINVILLE, MA 02762

ELLEN M. ROBERTSON, CMC, CMMC  
Town Clerk

ie  
vt

Tel. (508) 695-3010 x19  
Fax. (508) 695-1857

September 11, 2013

To whom it may concern:

I hereby certify that all ballots cast for Question One in the Special Town Election held on September 10, 2013 at the Beatrice Wood Elementary School 72 Messenger Street Plainville, Norfolk County, Massachusetts for precincts one, two and three have been counted and recorded in accordance with the law, and that the following return of votes is correct.

*Ellen M Robertson*

Ellen M. Robertson, Town Clerk

**QUESTION ONE**

Shall the Town of Plainville permit the operation of a gaming establishment licensed by the Massachusetts Gaming Commission to be located at Plainridge Racecourse, 301 Washington Street, Plainville? YES \_\_\_\_\_ NO \_\_\_\_\_

A "YES" vote would allow the owner of Plainridge Racecourse to apply to the Massachusetts Gaming Commission for a license to operate a gaming facility in accordance with a Host Community Agreement executed between the Town and the Racecourse's owner. The primary terms of the Agreement are set forth below.

A "No" vote would prohibit the operation of such a gaming facility and prevent the applicant from submitting a final application to the Massachusetts Gaming Commission.

## Summary of Key-Points Within the Plainridge Host Community Agreement

### Financial

- Plainridge to pay for all consulting and legal costs incurred by the Town as part of the licensing process subject to budgetary review
- Plainridge to pay \$1,500,000 in real and personal property taxes upon full commencement of gaming. The tax payment will increase 2 ½ % per year, and increase further upon the construction of any additional space beyond 170,000 square feet.
- Plainridge to pay the Town \$100,000 annually as a Community Impact Fee. The Community Impact Fee will be increased proportionally if slot machine count is ever permitted to exceed 1,250.
- Plainridge to pay the following Host Community Payments:
  - \$2,700,000 annually for the first five (5) years of full operation which will be increased proportionally if slot machine count is permitted to exceed 1,250 during this period.
  - 1.5% of Gross Gaming Revenue during years six through ten (6-10) which is estimated to equate to approximately \$2,300,000 annually
  - 2.0% of Gross Gaming Revenue starting in year eleven (11) and thereafter which is estimated to equate to approximately \$3,300,000 annually
- Plainridge will continue to pay Live Racing and Simulcasting Payments directly to Plainville in the event the State of Massachusetts discontinues to assess the current 0.35% tax.
- Plainridge agrees to the validity and payment of all building permit fees which are estimated to be \$816,000.

### Employment

- 300 estimated construction related positions
- 400 estimated full-time positions once full operations commence
- Employment preference to be given to qualified Plainville residents
- Plainridge to schedule a dedicated hiring event for Plainville residents

### Transportation

- Traffic improvements to be consistent with requirements of the Planning Board's Special Permit

### Responsible Gaming

- Plainridge will implement a Responsible Gaming Plan which will incorporate:
  - Education of employees and patrons on odds of games and responsible gaming decisions
  - Promotion of responsible gaming in daily operations
  - Support of public awareness of responsible gaming



**Miscellaneous**

- Agreement allows for "Initial Limited Operations" if allowed by the Massachusetts Gaming Commission. All transportation improvements and requirements of the Planning Board's Special Permit would have to be met first.
- "Initial Limited Operations" defined as anything less than 800 slot machines.
- If the "Initial Limited Operations" option is exercised, the Town will be paid 1.5% of Gross Gaming Revenue during that period.
- During the "Initial Limited Operations" period, property and personal property tax would be \$500,000

QUESTION #1	PCT 1	PCT 2	PCT 3	TOTAL
YES	497	480	605	1582
NO	214	172	116	502
TOTALS	711	652	721	2084

A TRUE COPY, ATTEST:

*Ellen M Robertson*  
ELLEN M. ROBERTSON  
TOWN CLERK

SEP 23 2013

**EXHIBIT 17**

**Submit as Exhibit 17 a copy of all executed agreements with representative horsemen's organizations.**

On September 29, 2013 Springfield Gaming and Redevelopment, LLC (SGR) executed a five (5) year agreement with HHANE to take effect January 1, 2014. SGR changed its name to Plainville Gaming and Redevelopment, LLC (PGR) in 2015. A copy of the agreement is attached as part of this exhibit.

**AGREEMENT**  
Plainridge Racecourse  
Harness Horsemen's Association of New England

This agreement (the "Agreement") is made by and between Springfield Gaming and Redevelopment, LLC, a wholly owned indirect subsidiary of Penn National Gaming, Inc. (hereinafter referred to as "SGR") a harness racetrack operator for the track in Norfolk County, Massachusetts located at 301 Washington Street, Plainville, and the Harness Horsemen's Association of New England (hereinafter referred to as "Horsemen" or "HHANE") as the organization authorized to represent the Horsemen racing at Plainridge Racecourse.

WHEREAS, The parties hereto have negotiated in good faith in order to agree upon terms as set forth the herein;

WHEREAS, The parties have entered into this Agreement to provide for live racing, purse accounts and other negotiated matters;

NOW THEREFORE, The parties agree as follows, for good and valuable consideration:

- 1) This Agreement shall only become effective upon the granting of a license to conduct harness racing to SGR by the Massachusetts Gaming Commission. This Agreement can be terminated within ten days after (a) the award of a Category 2 gaming license to any entity other than SGR, (b) if the Category 2 license award is postponed beyond March 31, 2014, or (c) upon a breach of the Agreement by either party not cured within 20 days after written notice (no cure period is required for material regulatory issues).
- 2) The Horsemen and SGR agree for the term of this Agreement to abide by the terms as set forth in this Agreement and in the SGR Racing Guide, as amended (attached as Exhibit A). The Horsemen further agree to vigorously and exclusively support SGR's Category 2 gaming application, including public presentations. To the extent third party, mutually agreed costs are incurred by Horsemen in connection with this support, SGR will be responsible for such costs.

Horsemen further agree to use best efforts to support required statutory changes to allow for the conduct of 80 live racing dates in calendar year 2014.

Under no circumstances shall the Horsemen, individually or collectively, directly or indirectly, strike, threaten to strike, boycott, threaten to boycott or cause any action detrimental to the orderly conduct of the live race meet or SGR's business.

- 3) (a) The Horsemen agree to enter and fill race cards, to race once entered abiding by policies set forth by SGR and to properly care for all race horses brought to, or stabled at Plainridge Racecourse. The Horsemen acknowledge the heavily regulated nature of SGR's business and agree that SGR, at its sole discretion, may accept or reject horses.

SA  
WIK  
1912  
J  
R

# AGREEMENT

Plainridge Racecourse

## Harness Horsemen's Association of New England

owners, trainers, drivers, grooms, entries or stall applications from anyone at anytime. The Horsemen agree to use at their own risk and take reasonable care of the stall space allotted to them, the paddock area, racetrack and grounds. The Horsemen acknowledge that no stalls may be issued by SGR to any Horsemen prior to the execution of a stall agreement.

(b) SGR agrees to use best efforts to ensure that up to 75% of the annual races conducted during the term of this Agreement will carry preferences for horsemen who have previously raced at Plainridge Racecourse. SGR and Horsemen acknowledge that they will mutually agree on the specific parameters of eligibility for horsemen under this provision.

- 4) SGR assumes no responsibility for Horsemen's equipment or property during training, racing or any other use of the racing premises.
- 5) (a) SGR agrees that during the course of the live racing season it shall provide the mandated purses at 4% (four percent) of quest handle in regards to all interstate horse simulcasts per statute, a 3.5% (three and one half percent) of guest handle in regards to all interstate greyhound simulcasts per statute and all statutory requirements regarding percentage of live handle, in state host handle, pari-mutuel taxes, premiums and so-called "outs" monies. SGR further agrees to pay into the purse account  $\frac{1}{4}$  of 1% on the first \$10,000,000 of interstate host handle,  $\frac{1}{2}$  of 1% from \$10,000,000 to \$20,000,000 of interstate host handle and 1% on interstate host handle that exceeds \$20,000,000 per live racing season.

(b) For the term of this Agreement the average daily purse distribution from the purse account shall be a minimum of \$30,000 per live racing date. The purse account shall consist of all monies generated under Section 5(a) above, plus, any and all amounts generated or contributed to the purse account pursuant to any statutes or distributions related to Category 1 or Category 2 licensees or any other contributions made to the purse account from any other sources. For calendar year 2014 the purse distribution per day minimum shall be guaranteed for up to 80 live racing dates.

To the extent permissible by law, in the event the amounts generated for the purse account in Sections 5(a) and (b) above for any calendar year of this Agreement are less than the total amount distributed by SGR in any calendar year of this agreement (otherwise referred to as an "overpayment"), Horsemen agree that any overpayment amounts may be deducted from the purse account (or otherwise credited or repaid) until such overpayment is repaid.

- 6) SGR and the Horsemen agree any purse offered for over \$25,000.00 (twenty-five thousand dollars) other than the Beckwith Memorial, must have the consent of the Horsemen. Purses may be offered for more than \$25,000.00 (twenty-five thousand

SGH [Signature] [Signature] RB [Signature] RD

# AGREEMENT

Plainridge Racecourse

## Harness Horsemen's Association of New England

dollars) when the additional expense is borne by other parties. SGR agrees to a minimum purse of \$2,000.00 (two thousand dollars). To the extent that Category 2 gaming is permitted at the racetrack premises, after the first full year a Category 2 gaming facility is operational at Plainridge Racecourse up to 5% (five percent) of the purse account may be used by SGR for early or late closing races.

- 7) SGR agrees to provide Driver & Trainer Insurance during the live race meet. The insurance will be provided by Van Gundy Insurance covering Drivers & Trainers participating in the live race meet at Plainridge Racecourse with medical coverage of at least \$100,000.00 (one hundred thousand dollars). Weekly Disability Benefits of \$250.00 (two hundred fifty dollars) per week and Accidental Death & Dismemberment of \$5,000 (five thousand dollars). This coverage will be provided on live race days and non-live racing days (training days) annually starting with the first date of qualifying races and will end on the last date of live racing or qualifiers. Horsemen agree that as a prerequisite to coverage under this Agreement, all horsemen will be required to sign a liability waiver. Horsemen will use best efforts to advise its membership and Horsemen of this requirement.
  
- 8) SGR agrees to pay 2% (two percent) of earned purses from the purse account to the Harness Horsemen's Association of New England, all as permitted by applicable law. SGR and the Horsemen agree these funds are to be used solely for;
  1. Promoting Harness Racing at Plainridge Racecourse.
  2. Reasonable costs associated with the operation of the HHANE.
  3. Benefits to the Horsemen and/or members of the HHANE.
  
- 9) The effective date of commencement and termination of this Agreement will also apply to the Horsemen granting approval to simulcast the Plainridge Racecourse live racing signal (host simulcast) and for all import (guest simulcast) conducted at Plainridge Racecourse and for any account wagering operation hosted by SGR.
  
- 10) (a) SGR agrees that for the period of two (2) weeks prior to the first live racing date and two (2) weeks after the last live racing date annually there will be no charge to Horsemen utilizing any the barns, the racetrack or related facilities at Plainridge Race Course.

SGR RB  
JA  
[Signature]  
[Signature]

**AGREEMENT**  
Plainridge Racecourse

**Harness Horsemen's Association of New England**

- (b) The Horsemen agree at all other times, pursuant to past practice, to pay for all costs related to the maintenance of the barns and maintenance of the track and related facilities at Plainridge Racecourse.
  - (c) This Agreement shall remain in effect from January 1, 2014 until December 31, 2018, subject to the termination provisions above.
  - (d) Under no circumstances other than criminal misconduct shall SGR be liable for any damages in connection with this Agreement that can be characterized as punitive, special, lost profits, consequential or the like.
- 11) In the event there is a dispute between the parties arising out of this Agreement and the amount in controversy is less than \$50,000, the parties agree to present that dispute to the Massachusetts Gaming Commission for resolution by way of a binding and expedited arbitration. If the Massachusetts Gaming Commission refuses to hear the matter or if the amount in controversy is \$50,000 or greater, either party can submit the dispute to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. Notwithstanding the foregoing, if either party seeks equitable relief, that dispute may proceed directly to any court with jurisdiction.

By: [Signature] V.P.  
[Signature] DIRECTOR  
[Signature] Clerk/Sec.  
[Signature]

[Signature] TREASURER  
Harness Horsemen's Association of New England

Name: [Signature]  
Title: [Signature]  
Date: 9/30/13  
For: SPRINGFIELD GAMING AND REDEVELOPMENT, LLC

**EXHIBIT 18**

**Submit as Exhibit 18 copies of all policies of insurance carried by applicant as well as a statement setting forth all other types of insurance carried for the protection of employees and patrons.**

Plainville Gaming and Redevelopment, LLC carries Workmen's Compensation Insurance, Public Liability, Automobile Insurance and Drivers' Insurance.

Attached please find insurance certificates currently in place.





# Chubb Insurance

**VAN GUNDY INSURANCE**, 101 S. Towanda Avenue, Normal, IL 61761

**RECEIVED**

## On Track Driver/Trainer Accident Insurance Application

APR 06 2015

VAN GUNDY AGENCY

Certificate No. [REDACTED]

Named Insured/Track: PLAINRIDGE RACECOURSE

Mailing Address: 301 Washington, Plainville, MA 02762

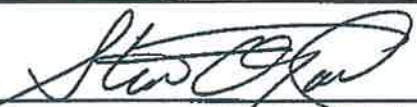
Contact Person: Jacques Arragon, Penn National Gaming, VP - Risk Management  
ph: 610:401-2934, email: jacques.arragon@pngaming.com

1ST MEET: Coverage Effective 12:01am: 4/6/2015 Expires 12:01am: 11/30/2015

### BENEFITS

- \$ **5,000** Accidental Death & Dismemberment (loss must occur within 1 year of accident)
- \$ **100,000** Accident Medical Expense with **\$0** Deductible Per Claim (52 Week Benefit Period)
- \$ **250** Weekly Disability (104 Week Benefit Period)

X



STEVE O'TOOLE - GENERAL MANAGER/RACING

X

Official Signatures of Track Officials whose certification of injury is to be recognized by the insurance company.

### PREMIUM CALCULATION

FIRST MEET  
4/6/15 -11/30/15

<b>1. Race Program Rate</b>	<b>\$331.00</b>
Times number of programs	105
Equals premium for programs	<b>\$34,755.00</b>
<b>2. Training Day Rate</b>	<b>\$166.00</b>
Times number of days	106
Equals premium for days	<b>\$17,596.00</b>
<b>First Meet TOTAL PREMIUM:</b>	<b>\$52,351.00</b>

<b>Payment Plan due in 4 Installmtns:</b>	
<b>DUE: with Application</b>	<b>\$13,090.00</b>
<b>5/1/15, 7/15/15 &amp; 10/15/15</b>	<b>\$13,087.00</b>

Make check payable to and mail with application to VAN GUNDY INSURANCE

Check Amount Enclosed: \$13,090<sup>00</sup> Check #: 8053 Date: 4/1/15

**EXHIBIT 19**

**Submit as Exhibit 19 the following information:**

**(a) Grandstand: Simulcast 2nd floor / VIP Rooms**

**(1) Seating capacity – Newly Renovated**

**Box Seats – 141 Carrel Seating**

**Reserved Seats – 6 VIP Rooms**

**General Admission - 1097**

**Total seating capacity - 1287**

**(2) Is Grandstand enclosed - YES**

**(3) Is Grandstand heated - YES**

**(4) Is any portion of Grandstand Air Conditioned - YES**

**(5) Type of construction of Grandstand**

Steel superstructure with glass façade facing the racetrack. Concrete floors. Masonry side and rear walls.

**(6) Ground area covered by the Grandstand / Simulcast**

26,000 Square Feet

**(b) Club House**

**(1) Seating Capacity**

**Box Seats**

**Reserved Seats**

**General Admission - 300**

**Total seating capacity - 300**

**(2) Is Club House enclosed - YES**

**(3) Is Club House heated - YES**

**(4) Is any portion of the Club House air conditioned - YES**

**(5) Type of construction of Club House**

Steel superstructure with glass façade facing the racetrack. Concrete floors, masonry side and rear walls.

**(6) Ground area covered by the Club House**

13,000 Square Feet

**(c) Bleachers**

**(1) Seating Capacity - 40**

**(2) Type of construction of Bleachers - Aluminum**

**(3) Ground area covered by the Bleachers - 40 x 40**

**(d) Parking Space**

**(1) Area - 8 Acres**

**(2) Automobile capacity – Open Lot 500+, Parking Garage 1080**

**(3) Is parking area lighted - YES**

**(4) Is parking area treated - and if so how - Asphalt**

**(5) Is parking area numbered - NO**

**(6) Is charge made for parking, if so how much - NO**

**(7) Are the parking area and walkways cleared of snow and ice - YES**

**(e) Number of pari-mutuel ticket windows provided:**

**Grandstand: - 9 Mutuel Line / 13 Self Serve**

**Club House: - Mobile locations available**

**Simulcast: - 9 Mutuel Line / 10 Self Serve**

**Other Locations: - Secretariat Room 1 Mutuel Line/ 1 Self Serve**

**8 Win-Line ADW Terminals**

**8 Tablets**

**(f) Toilet facilities for patrons of each sex in Grandstand, Club House and/or other locations.**

**Grandstand: Men 2 Women 2**

**Club House: Men 2 Women 2**

**Simulcast: Men 1 Women 1**

**(g) System of sewerage disposal. If not connected to main sewerage system give details of system used.**

Public Sewer System

**(h) Number of outlets for fresh, pure drinking water for patrons in grandstand, clubhouse and/or other locations.**

Free water available all service stations per code.

**EXHIBIT 20**

**Submit as Exhibit 20 a detailed statement of security measures which will be employed for the protection of patrons, employees, occupational licensees and horses and the control of traffic within the premises and on roads leading to and from the said premises. (a) - (b)**

The security plan for racing at Plainridge Park Casino is a result of initial consultation by and between Chief Edward M. Merrick, Jr. of the Plainville Police Department, Chief Edwin H. Harrop, Sr. of the Plainville Fire Department and Plainridge Racecourse Director of Security, Frank J. Trabucco, the former Massachusetts State Police Colonel and Commissioner of Public Safety for policies and procedures at Plainridge Racecourse. Current Police Chief James Alfred and Fire Chief Justin Alexander are informed of the daily security plan and take an active role in security measures with the Director of Security.

All traffic and safety functions within the track roads and inside the facility are performed by Plainridge Park Security staff or a detail of Town of Plainville Police Officers. The officers assigned are regular full time Police Officers that are paid the prevailing detail rate. The number of officers assigned is determined after consultation between the General Manager and the Plainville Police and Fire Chiefs at the beginning of each live racing season. At the present time, uniformed Police Officers are assigned for live racing and special events. At all other times, there is [REDACTED] Police Officer on duty during operating hours. In addition, a fully equipped ambulance and two (2) Firefighters with EMT training and experience is assigned when live racing is conducted, to perform emergency first aid or any first responder duties that may be required throughout the entire facility. Firefighters assigned are EMT certified and are paid the prevailing detail rate. Plainridge Park is located approximately one-quarter mile off Interstate 495 at US Route One in Plainville, Massachusetts. There have been no traffic problems within the track's roadways or on US Route One as a result of racing operations. On a daily basis there is no need for traffic control on or around the premises. On high volume days resulting from special events including the Kentucky Derby, Breeders Cup, etc., an extra Plainville Police Officer may be assigned and a Plainville Motorcycle Officer is also available to assist.

The Massachusetts Gaming Commission/Racing Division State Police Unit provides enforcement as part of its onsite functions. There is [REDACTED] onsite State Police Officer and an ongoing presence on the premises. The State Police Unit performs their duties in a confidential manner; however, the unit works harmoniously with track security and the Director of Security in assuring undesirable persons are not allowed at the facility. Closed circuit surveillance is made available to the unit to further aid their efforts. The surveillance system is used as a tool for identifying any and all illegal activity inside and outside the facility, including parking lots.

[REDACTED]

## EXHIBIT 21

**Submit as Exhibit 21, a description of the following:**

- (a) **Size of Track - 5/8ths – Five Eights of a Mile**
- (b) **Number of Chutes – N/A**
- (c) **Number of Stables – 6**
- (d) **Number of Stalls – 166**
- (e) **Number of Tack Rooms – 24**
- (f) **Number of Tack Rooms Heated – 0**
- (g) **Number of Shower baths in stable area - 12 Horse, 2 Men, 1 Women**
- (h) **Toilet facilities in stable area - 1 Men, 1 Women**
- (i) **Fire protection in stable area including:**

**Number of sprinklers**

376 heads. 36 per stable, 160 in paddock area

**Number of fire alarm boxes – 1**

**Other fire protective measures in stable area:**

The Paddock Barn and Stable Area has a full fire suppression system including, hard wired (battery back-up) smoke alarms, heat detectors, fire extinguishers and a full sprinkler system.

**(j) a detailed statement of measures which will be employed in the policing of the stable area.**

The Plainridge Stable Area is located on the north side of the property at the end of the public parking area. Six foot chain link fencing surrounds the area. In addition to the Main Entry gate, where the Security Office is located, there are four (4) other gates that would allow entry to the Stable Area. Those additional gates are always kept closed and locked with entry permitted by Security Staff or the Track Superintendent only. The additional gates are located as follows:

- 1) Paddock entry on the east side of the paddock barn on the trackside rear of the public parking area.
- 2) Gates between the stabling barns and the paddock barn entered from the track.
- 3) The gate entry to the track maintenance area located at the rear of stabling barn #6.
- 4) A gate located for entry to the racetrack backstretch from the rear of the track maintenance area.
- 5) Access Road from main entry gated to Horse Trailer Parking Lot.

All of the above locations are kept locked with the exception of the gates between the stabling barns and the paddock barn. Those gates are used for entry to the racetrack and are locked down appropriately during a live performance. On non-racing days the stabling and paddock barn entrances to the track are open during designated training hours. On live race days access to the racetrack is restricted beginning two (2) hours before first race post time. At all times entry to the Stable Area and Paddock Barn must be through the Main Entry gate. All keys to the entryways are under the control of the Security Staff and/or the Track Superintendent.

To access the Stable Area it is necessary to have a license badge issued by the Massachusetts Gaming Commission – Racing Division. Otherwise an individual must be approved for entrance as a visitor and signed in through the Security Office. One (1) Security Officer is assigned to the state testing area during live racing and logs all entrance and exit activity.

The Stable Area is secured by [REDACTED] Security Officer [REDACTED] during live racing and at all other times [REDACTED] Security Officer is on duty twenty-four (24) hours per day. The Security Officers assigned are members of the Plainridge Security Staff and do not have police powers.

The Security Staff reports to the Director of Security.

Please note: A new main entrance to the Stable Area is under construction and will be in use at some point in 2015. The new main entrance will be at the end of a new horsemen's entrance road that will also have a new horsemen's trailer parking lot. The only change to the above security plans will be the new placement of the main entrance gate. The current main entrance gate will remain as an emergency only entrance to the Stable Area.

**(k) Recreation room – 440 square feet**

**(l) Track Kitchen, including seating capacity – none**

**(m) Size of jockey or driver's room and equipment available including number of shower baths, toilets, hotboxes, etc. – 400-square-foot Drivers Lounge with adjoining men's and women's rooms. Men's room is equipped with two (2) showers, two (2) enclosed toilets, two (2) urinals and hand washing sink. The women's room is equipped with a shower, toilet, hand washing sink and lockers.**

**(n) List of other accommodations, facilities or services in stable area. – Daily house cleaning, trash and manure removal, vending, coffee machine, compressed air, CCTV**

**(o) List any other accommodations, facilities or services for the benefit of the patrons attending.**

- |                               |                              |
|-------------------------------|------------------------------|
| - Free Parking                | - Telephone Account Wagering |
| - Free Admission              | - Mass State Lottery         |
| - Touch Screen Replay System  | - Private VIP Rooms          |
| - Touch Screen Results System | - Banquet Room               |
| - Group Packages              | - Upscale Mini- Teletheater  |
| - Dedicated Races             | -Website                     |

**EXHIBIT 22**

**Submit as Exhibit 22 the trade name of any of the following equipment used at the track-  
date of purchase or the date of present contract or lease and expiration date of said  
contract:**

**(a) Pari-Mutuel Equipment**

2015 Sportech – 1/1/2015 thru 12/31/2019 Plainridge becomes part of the PNG master agreement with Sportech

**(b) Starting Gate**

2002 Lincoln Town Car	1991 Cadillac Brougham
VIN # 1LNHM82W42Y656435	Vin# 1G6DW5477MR715141
2003 Installation by Howard Starting Gates	Howard Starting Gate
Purchased 2003	2014-transferred service from Raceway Park
Mileage 65,212	Mileage 117,855

**(c) Photo Finish Camera**

International Sound Corp contract through 12/31/2019

**(d) Film Patrol**

International Sound Corp contract through 12/31/2019

**(e) Timing Devices**

International Sound Corp contract through 12/31/2019

**(f) Inter-communication system**

Cisco Unified System  
Voice Over IP  
Maintained In House – IT Dept.

**(g) Public Address System**

Control Point System  
Maintained In House – IT Dept.

**(h) Closed Circuit Television System**

International Sound Corp contract through 12/31/2019

**(i) Horse Shoe Board N/A (j) Scales N/A**



**EXHIBIT 23**

**Submit as Exhibit 23**

- (a) a copy of applicant's employee handbook;**
- (b) a copy of all of applicant's policies and procedures regarding internal controls including but not limited to those policies that deal with the handling of money, or the placing of wagers both in person and via telephone or other methods;**
- (c) a copy of applicant's audit committee and compliance committee charters as well as a list of the audit and compliance committee members and their relationship to the applicant;**
- (d) any other policies that indicate that applicant meets general industry standards for business and financial practices, procedures, and controls.**

Plainville Gaming and Redevelopment, LLC utilizes the core policies and procedures of its ultimate parent company, Penn National Gaming, Inc. ("Penn"). Please see the following exhibits:

- 23A -Team Member Guidance Manual (5/1/2015)
- 23B -1-Penn Code of Business Conduct (3/27/2015)  
-2-Plainridge Park Casino Responsible Gaming Program (5/19/2015)  
-3-Plainridge Pari-Mutuel Revenues Transaction Cycles (7/29/2015)  
-4-Plainridge Racing Handbook (4/1/2015)
- 23C -Penn Audit and Compliance committee charters and committee members



PLAINRIDGE PARK  
CASINO

Exhibit 23A

**Team Member Guidance Manual**

<u>Policy</u>	<u>Effective Date</u>	<u>Revision Date</u>
<b>Welcome from the Leadership Team</b>		
<b>Equal Opportunity Employment</b>		
<b>EMPLOYMENT</b>		
100	Red Carpet Customer Service	5/1/2015
101	Team Member Parking	5/1/2015
102	Relatives and Cohabitation in the Workplace	5/1/2015
103	Licensing	5/1/2015
104	Job Postings and Internal Transfers within Plainridge	5/1/2015
105	Orientation Period	5/1/2015
<b>EMPLOYMENT STATUS &amp; RECORDS</b>		
201	Access to Human Resources Files	5/1/2015
202	Team Member Data Changes	5/1/2015
203	Performance Evaluations	5/1/2015
<b>TEAM MEMBER BENEFIT PROGRAMS</b>		
301	PTO (Paid Time Off)	5/1/2015
302	Workers' Compensation Insurance	5/1/2015
303	Bereavement Leave	5/1/2015
304	Jury Duty	5/1/2015
305	Tuition Assistance	5/1/2015
306	Property Discounts	5/1/2015
307	Charity Time Off	5/1/2015
<b>TIMEKEEPING/PAYROLL</b>		
401	Timekeeping	5/1/2015
402	Paydays/Pay Corrections	5/1/2015
<b>WORK CONDITIONS &amp; HOURS</b>		
501	Safety	5/1/2015
502	Work Schedules	5/1/2015
503	Meal Periods	5/1/2015
504	Lactation Accommodation	5/1/2015
505	Use of Personal Cell Phones	5/1/2015
506	Smoking/Tobacco Usage	5/1/2015
507	Use of Equipment & Vehicles	5/1/2015
508	Weapons in the Workplace	5/1/2015



**PLAINRIDGE PARK  
CASINO**

**Team Member Guidance Manual**

509	Emergency Closing	5/1/2015
510	Back of House (BOH) Accessibility	5/1/2015

**LEAVES OF ABSENCE**

601	Parental Leave	5/1/2015
602	Small Necessities Leave	5/1/2015
603	Military Leave	5/1/2015
604	Veterans' Day or Memorial Day Exercises	5/1/2015
605	Time Off for Victims of Crime	5/1/2015
606	Leave for Victims of Domestic Violence	5/1/2015
607	Volunteer Emergency Responder Leave	5/1/2015
608	Personal Leave	5/1/2015

**TEAM MEMBER CONDUCT & DISCIPLINARY ACTION**

701	Team Member Conduct & Work Rules	5/1/2015
702	Confidentiality	5/1/2015
703	Gambling	
704	Policy Against Harassment, Including Sexual Harassment	5/1/2015
705	Attendance & Punctuality	5/1/2015
706	Personal Appearance	5/1/2015
707	Return of Property	5/1/2015
708	Lost and Found/Found Money	5/1/2015
709	Security Inspections	5/1/2015
710	Tip Compliance	5/1/2015
711	Drug & Alcohol Testing	5/1/2015
712	Discipline & Performance Improvement	5/1/2015
713	Problem Resolution	5/1/2015

**PLAINRIDGE PARK LINGO**



PLAINRIDGE PARK  
CASINO

## **Team Member Guidance Manual**

### **WELCOME FROM THE LEADERSHIP TEAM**

Plainridge Park Casino is proud to welcome you to Penn National Gaming. This part of the Manual describes important policies specific to Plainridge Park Casino and is meant to outline clear expectations for success. It takes all of us working together to make this property a success....and you play a huge role in our success!

It is your responsibility to read, understand and become familiar with these policies. Any questions can be answered by your Supervisor, Manager, Director/VP, or Human Resources. In return, we will provide you with an environment that supports our core values:

#### **Our Core Values:**

- Legendary Customer Service
- Continuous Improvement
- Community
- Stay Humble
- Have Fun

We are confident that you will find your experience here to be rewarding and challenging. We are so glad that you are here!

Sincerely,  
The Plainridge Park Casino Leadership Team



PLAINRIDGE PARK  
CASINO

## **Team Member Guidance Manual**

### **EQUAL OPPORTUNITY EMPLOYMENT**

As set forth in the Core Employee Handbook, the Company is committed to equal employment opportunity and to compliance with federal antidiscrimination laws. We also comply with Massachusetts law, which prohibits discrimination and harassment against employees and applicants for employment on the basis of race, color, religion, creed, age, national origin, ancestry, citizenship, physical or mental disability, medical condition, marital status, gender, sexual orientation, gender identity, military status, genetic information, domestic violence victim status or any other characteristic protected by state or federal law. The Company will not tolerate discrimination or harassment based on these characteristics or any other characteristic protected by applicable federal, state or local law.



PLAINRIDGE PARK  
CASINO

## **Team Member Guidance Manual**

### **100 - Red Carpet Customer Service**

Effective Date: 5/1/2015

Customer Service is the core of our business and Red Carpet Customer Service is the key to providing our guests with a casino experience like no other.

Imagine a world where red carpets are rolled out for you everywhere you go and you are consistently greeted by name and with a smile! Imagine a world where people anticipate your arrival, and are prepared to cater to your personal needs and desires. Does such a world exist? Yes it does, Plainridge Park Casino delivers this celebrity experience to all of our customers. All team members receive special training on how to treat our customers like **STARS**. Plainridge Park Casino customer service model is:

**Smile, Speak First and Call them by Name**

**Take Responsibility from Start to Finish**

**Anticipate Their Needs**

**Recover with Style (when necessary)**

**Send Them Home with a Smile and Invite them Back**

Consistency is essential for this program's success; therefore, all team members must demonstrate these behaviors at all times. The program provides an excellent working environment by encompassing not only guests but internal team member service which applies to all positions.

Retaining guests is essential to the success of our business and Red Carpet Customer Service keeps our customers coming back. We go above customer courtesy and create a star experience like no other for all of our guests. It is your responsibility to apply Red Carpet Customer Service in every interaction at Plainridge Park Casino with our guests and fellow co-workers.

Imagine a world where Red Carpets are rolled out wherever you go...when you're at Plainridge Park Casino, you are in that world!



PLAINRIDGE PARK  
CASINO

## **Team Member Guidance Manual**

### **101 Team Member Parking**

Effective Date: 5/1/2015

Team Members are required to park in the designated Team Member parking lot. There may be instances where Team Members will be required to park at an alternative location.

Any damage or loss of personal property incurred in the parking lot will not be the responsibility of Plainridge Park Casino.

All Team Members must enter and exit through the Team Member entrance. Team Members being dropped off or picked up should use the Team Member parking lot entrance/exit. Team Members should not report to work or leave work using Guest entrances to the building.

Team Members are not permitted to utilize Valet Parking.

Any Team Member who violates the parking guidelines will be subject to disciplinary action up to and including termination. Questions about parking should be directed to Security or Human Resources.



## **Team Member Guidance Manual**

### **102 Relatives and Cohabitation in the Workplace**

Effective Date: 5/1/2015

When relatives or persons who cohabitate or are involved in a relationship work in the same area of the Company, it may cause problems at work. In addition to claims of favoritism and morale issues, external personal issues can sometimes carry over to into the workplace and create a conflict of interest.

For this policy, a “relative” is defined as any Team Member who is related to another Team Member by blood or marriage. The following applies to all Team Members, regardless of gender or sexual orientation. “Cohabitation” is defined as Team Members living within the same household regardless of relationship.

- Team Members may not directly supervise or directly work for a relative, someone they cohabitate with or a significant other. In the Surveillance Department, a Team Member’s relative or significant other may not work anywhere on property without the approval of the Vice President of Human Resources and the General Manager(or Assistant General Manager).
- Where two Team Members become relatives, live in the same household, or begin a relationship and one supervises the other:
  - The Team Members are required to notify management about the relationship.
  - The Team Members will be asked to decide who will leave their current position (transfer, resign, etc.)
  - If a decision is not made by the Team Members within thirty (30) calendar days, the Company will decide who is transferred or, if necessary, terminated.

Any situation related to this policy will be addressed immediately by Plainridge Park Casino.





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## **Team Member Guidance Manual**

### **103 Licensing**

Effective Date: 5/1/2015

Prior to employment, all Team Members are required to complete a Gaming/Non-Gaming License Application. Any failure to accurately complete this form or disclose information is cause for revocation of your gaming license. If, for any reason, your Massachusetts State Gaming/Non-gaming License is revoked, you will be unable to continue employment with Plainridge Park Casino. This license is mandatory for continued employment.

All Team Members are individually responsible to pay for all fees and expenses related to maintaining a current Gaming/Non-Gaming License. Upon termination from the company (unless otherwise required by state law), the Team Member Gaming/Non-gaming License is to be immediately returned to the Human Resources Department.

The Team Member Gaming/Non-Gaming License issued by the Massachusetts Gaming Commission (MGC) must be on your person at all times while at work.



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## **Team Member Guidance Manual**

### **104 Job Postings and Internal Transfers within Plainridge**

Effective Date: 5/1/2015

#### **Job Opportunities**

The employment section of Human Resources maintains a current posting of all job vacancies at Plainridge. In general, the list is updated and posted regularly, although the Company reserves its right to not post a particular opening.

#### **Promotions and Transfers**

A promotion is any personnel action resulting in the movement of a team member to a job with a higher salary or generally resulting in an increase in pay and responsibilities. A transfer is the movement of a team member from a position to another position with or without a change in wage, salary or responsibilities. Team members are eligible to apply for positions that represent promotional or transfer opportunities as they become available once they have completed 90 days of employment in their current position. Certain restrictions may apply. Team members must have less than 5 attendance points, and no active final written warning to be eligible for transfer.

Positions are filled through a competitive process and may include external as well as internal candidates. Current and historical job performance and compliance with Company work rules are given great consideration in making the selection decision.



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## **Team Member Guidance Manual**

### **105 Orientation Period**

Effective Date: 4/01/2015

There is an orientation period to provide supervisors and managers an opportunity to evaluate team members as to suitability for their jobs.

#### Length of Orientation Period

This period is 90 days for all team members. A newly hired, rehired, promoted or transferred team member is subject to the satisfactory completion of the probation/orientation period.

Please note that the Orientation Period is not intended to create a contract between the company and its Team Members. Understand there is no specified length to employment and that employment is "at will." "Employment-at-will" allows you to end your employment at any time for any reason; we may likewise end the relationship at any time, with or without cause.



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**Team Member Guidance Manual**  
**201 Access to Human Resources Files**  
Effective Date: 5/1/2015

We maintain Human Resources files for all Team Members. The Human Resources files include hiring documents, training records, performance documentation, salary history, and other employment records.

Human Resources files are the property of the Company. Because Human Resources files contain confidential information, the only people who may have access to the files are people with a legitimate business reason.

If you wish to review your own file, contact your Human Resources Department. You will need to give advance notice if you wish to see your file. You may review your file only when a representative of the Company is also present. Unless expressly permitted by state law, Team Members will not be permitted to copy or change any of the materials contained in the file. If you believe that any information in your personnel file is incorrect, you may submit a written request for a correction to your Human Resource Manager. If the Company does not agree with your requested correction, you may submit a written statement explaining your position on the matter. The statement will become a part of your personnel file.



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## **Team Member Guidance Manual**

### **202 Team Member Data Changes**

Effective Date: 5/1/2015

It is important that we have accurate personal information about you in our records. It is the responsibility of each Team Member to inform us as soon as there is a change to your mailing address, telephone numbers, marital status, dependents' information, and other possibly related information. We also need to have information about who to contact in case of an emergency.

You may change your address, phone number, emergency contact and direct deposit on our Employee Self Serve website at [www.mypngaming.com](http://www.mypngaming.com). All other changes should be made through the Human Resources Department.

**Team Members have the obligation to update their personal information on our Employee Self Service Website within 30 days of the change.**



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## **Team Member Guidance Manual**

### **203 Performance Evaluations**

Effective Date: 5/1/2015

We encourage you and your supervisor to discuss job performance and goals on an informal, day-to-day basis. You and your supervisor will have formal performance evaluations to discuss your work and goals, to identify and correct weaknesses, and to encourage and recognize your strengths.

Performance evaluations are conducted on an ongoing basis. We strive to provide formal performance appraisals annually for each team member.

We may give merit-based pay adjustments to some team members to recognize truly superior team member performance. These adjustments are based on a number of factors including the information documented by the formal performance evaluations.



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## **Team Member Guidance Manual**

### **301 PTO (Paid Time Off)**

Effective Date: 5/1/2015

**NOTE TO EMPLOYEES:** This policy meets or exceeds all requirements under the Massachusetts Paid Sick Leave Act.

#### **Purpose**

We recognize the need for paid time off (PTO) for rest, relaxation, illness or personal observances. We also recognize that those needs are very diverse and vary between individuals as well as between the Company and its Team Members. Therefore, we believe that our Team Members should be given the flexibility, as well as responsibility, for scheduling time off to meet their personal needs in coordination with the operational requirements of their department.

This policy is intended to provide Team Members with paid time off benefits in a single bank called Paid Time Off (PTO) to be used for vacation, sick days, holiday, and/or other personal reasons with the approval of the Team Member's immediate Supervisor and/or Department Manager/Director.

#### **Eligibility**

- All Team Members are eligible to accrue PTO based on their length of service and their actual hours worked per week.

#### **PTO Accrual**

PTO benefits are based on a maximum workweek of 40 hours or 2,080 hours per year.

- Accruals continue as long as the Team Member is being paid any of the following wage types: regular time, paid PTO time, paid bereavement time and paid jury duty time. Accruals do not include overtime hours.

PTO benefits are accrued and earned every pay period as follows:

- Salaried and hourly Team Members begin to accrue and earn PTO benefits as of the first day worked.
- PTO is accrued based on hours worked.

PTO benefits may be accrued up to the maximum of **240** hours. When the maximum is reached, further accumulation **stops** until PTO is used.

#### **Authorized PTO versus Unauthorized PTO**

"Authorized PTO" is PTO used with prior notice and management approval. To schedule time off, a Team Member **MUST** receive their Supervisor's approval in advance. Some departments may require 1 – 2 weeks advance notice of requested PTO, i.e., vacation. If proper notice is not given, it may be considered unauthorized PTO. Emergency closings will be considered authorized PTO.



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“Unauthorized” PTO may be used to cover absences for which prior notice was not given, such absences will be noted on the Team Members attendance record and will be subject to the Attendance & Punctuality Policy, section 704.

### Accrual Rates

#### Full Time Team Members:

YEARS OF SERVICE	RATE PER HOUR	ANNUAL HOURS ACCUMULATED	ANNUAL 8 HOUR DAYS ACCUMULATED
Start date to 1 year	.05385	112	14
1 year to 5 years	.07692	160	20
5 years to 15 years	.09615	200	25
15 years+	.11538	240	30

**Part Time Team Members:** Part Time Team Members will earn PTO based on the hours they work. The calculation is .04 hours of PTO credit per hour worked.

The maximum PTO accumulation in a two-week period for part time Team Members is 3.2 hours.

#### PTO Sell Back

- Team Members have the option after completing one year of service to sell back PTO time in lieu of taking time off.
- Senior Management level Team Members may not be eligible for sell back.
- Sell back will occur once a year; request must be received no later than November 1<sup>st</sup>.
- A minimum balance of twenty-four (24) hours must be maintained in order to sell back PTO.
- The maximum amount of PTO sold cannot exceed 40 hours.
- PTO that is sold using the cash back option will be paid at the Team member’s current base pay rate but not less than the current minimum wage. Applicable taxes will apply.
- PTO that is sold using the cash back option does not include tips or special compensation such as; incentive, commission, bonuses or shift differential.
- PTO time sold is not included for weekly overtime calculations.

#### Rollover PTO

PTO benefits may be accrued up to the maximum allowed above. When the maximum is reached, further accumulate stops until PTO is used. Team members are encouraged to schedule PTO each year.

#### Scheduling PTO

- Every effort will be made to accommodate the Team Member’s request for PTO. However, PTO will be scheduled based upon the request of the individual and the needs of the department and the Company.
- Team members can only schedule PTO for the number of hours listed as earned PTO on their last pay stub (cannot take more PTO than you’ve earned).





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- Certain peak times may be blocked out as unavailable for PTO and/or the number of Team Members that may schedule PTO concurrently may be limited.

### **Scheduling PTO (continued)**

- PTO for all Team Members must be scheduled in increments of four hours or half days. (Sick Leave may be taken in one-hour increments.)
- If a Team Member is required to take forced early outs due to business needs, the Team Member may be eligible to take available PTO in one (1) hour increments.
  - Example: A Team Member is scheduled for eight (8) hours and the Team Member takes a forced early out 1 hour prior to the end of their shift, the Team Member may receive seven (7) hours regular pay and may receive one (1) hour of PTO.
- If a Team Member misses a day of scheduled work due to a business cancellation, the Team Member may be eligible to take available PTO.
- A request for PTO must be submitted in a timely manner, based on the department procedures and are subject to the approval of the immediate Supervisor and/or Department Manager/Director.
- PTO may not be used for any absences related to an unpaid suspension.
- If a department closes on any day, affected hourly (non-exempt) Team Members may be required to use PTO, if available.
- Management reserves the right to require the use of any available PTO.

### **Regular Payment of PTO**

- PTO benefits are paid at the Team Member's current base pay rate but not less than the current minimum wage. Applicable taxes will apply.
- PTO time paid does not include tips or special compensation such as; incentive, commission, bonuses or shift differential.
- PTO time paid is not included for weekly overtime calculations.

### **Termination**

Team Members who terminate from the Company will receive any unused PTO accrued.

At no time will a Team Member who resigns be allowed to use PTO to cover all or part of their notice period or to extend any resignation period. If pre-approved PTO falls during a Team Member's notice or resignation period, management may request a payout of the PTO in lieu of taking time off.

### **Transfers to another PNG Property**

- Upon transfer to another PNG property, a Team Member will be paid out all earned but unused PTO.
- There will be no loss of service credit for benefit purposes as a result of a transfer.

### **Rehired Team Members**

- If a Team Member is rehired within 6 months of their separation date, at the company's discretion, he/she will start accruing PTO upon their return to work with no loss of service credit.



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- If a Team Member is rehired after 6 months of their separation date, he/she will start accruing PTO upon the rehire date. Please refer to the Accrual Rate Chart for details.

### **Leaves of Absence**

- PTO accruals for Team Members on an unpaid leave of absence including FMLA, Personal Leave, Workers' Compensation, short-term and/or long-term disability will be suspended during their unpaid leave period.
- Team Members returning to work from an approved leave of absence will resume accruing PTO benefits.
- A Team member requesting leave under FMLA or Personal Leave will be required to use any available PTO while on leave.

### **Miscellaneous**

- In all instances, PTO accrual and payment will be processed in accordance with applicable federal and state laws.
- Team Members may be subject to incident points under the Attendance and Punctuality Policy (704) for unscheduled absences.
- Any missed time and requests for days off will be unpaid if the Team Member does not have any available PTO.



## **Team Member Guidance Manual**

### **302 Workers' Compensation Insurance**

Effective Date: 5/1/2015

We provide a comprehensive workers' compensation insurance program to our Team Members. This program does not cost you anything.

The workers' compensation program covers injuries or illnesses that might happen during the course of your employment that require medical, surgical, or hospital treatment. Subject to legal requirements, workers' compensation insurance begins after a short waiting period, or if you are hospitalized, the benefits begin immediately.

It is very important that you tell your Supervisor immediately about any work-related injury or illness, regardless of how minor it might seem at the time. Prompt reporting helps to make sure that you qualify for coverage as quickly as possible and allows us to investigate the matter promptly.

Workers' compensation covers only work-related injuries and illnesses. Neither the Company nor its insurance carrier will pay workers' compensation benefits for injuries that might happen if you voluntarily participate in an off-duty recreational, social, or athletic activity that we might sponsor.

Team Members may be eligible for concurrent leave under the provisions of the Family and Medical Leave Act (FMLA) (refer to Core Policy 602).

**BENEFITS:** If a work related injury results in work days missed, a team member's medical, dental, vision, and other qualified coverage will continue during a workers' compensation leave of absence. If Paid Time Off (PTO) is used during the leave, we will continue to deduct the team member's portion of the health plan premiums as a regular payroll deduction. Team members no longer receiving payment (in the form of a payroll check) will be responsible for continuing their portion of the health plan premiums. Team members will be billed for their share of the bi-weekly health plan premiums on a monthly basis. Team members have a 30-day grace period in which to make such premium payments. Payments will be made on a post-tax basis. Failure to pay the team member's portion will result in termination of health plan coverage.

Once the team member returns to work, normal payroll deductions for benefits will resume. However, if the team member does not return to work, medical, dental, vision and all other coverage will cease at the end of the month following 120 days from the start of the workers' compensation injury/illness leave of absence. Team members who lose medical, dental, and/or vision coverage due to not returning prior to 120 days, may elect to continue that coverage at full cost plus administrative fees under the terms of COBRA. Team members who lose medical, dental and vision coverage due to lack of payment will not have the option to continue the coverage under the terms of COBRA. In no instance will benefit coverage continue beyond the end of the month following 120 days from the start of the leave.



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## Team Member Guidance Manual

### 303 Bereavement Leave

Effective Date: 4/1/20115

Team Members who wish to take time off due to the death of a family member should notify their Supervisor immediately.

Up to 3 days of paid bereavement leave will be provided to eligible full time Team Members who miss regularly scheduled working time due to the death of an **immediate** family member.

We define "**immediate** family" as the Team Member's spouse, parent, sibling, child or stepchild.

Up to 1 day of paid bereavement leave will be provided to eligible full time Team Members who miss regularly scheduled working time due to the death of an **extended family** member.

We define "**extended family**" as the Team Member's spouse's parent, or spouse's sibling; the Team Member's child's spouse; the Team member's grandparents or grandchildren.

Special consideration may be given if any deceased extended family member resided with the Team Member and/or the Team Member is solely responsible for making funeral arrangements. Special consideration may also be given to any other person whose association with the Team Member was similar to any of the above relationships (immediate and extended family).

Team members must take the Bereavement Leave within 10 calendar days following the family member's death.

While you are on a paid bereavement leave, you will be paid your base pay rate but you will not receive any special forms of pay, such as incentives, commissions, bonuses, or shift differentials.

We normally will approve bereavement leave unless there are business reasons that require you be at work. With your Supervisor's approval, you can use any available paid leave benefits you have, such as PTO, if you need more time off.



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## Team Member Guidance Manual

### 304 Jury Duty

Effective Date: 5/1/2015

We encourage you to fulfill your civic responsibilities by serving on jury duty if you receive a summons. Full Time Team Members are eligible for this benefit and may request up to two weeks of paid jury duty leave over any one year period.

If you are eligible for jury duty pay you will be paid at your base rate of pay for the number of hours you would normally have worked that day, less the amount of jury duty pay received from the court (meal and mileage allowances excluded).

If you are required to serve on jury duty longer than paid jury duty allows, you may use any available paid time off benefits you have, such as PTO.

If you receive a jury duty summons, show it to your Supervisor as soon as possible. This will help us plan for your possible absence from work. We expect you to come to work whenever the court schedule permits.

**BENEFITS:** A team member's medical, dental, vision, and other qualified coverage will continue during a workers' compensation leave of absence. If Paid Time Off (PTO) is used during the leave, we will continue to deduct the team member's portion of the health plan premiums as a regular payroll deduction. Team members no longer receiving payment (in the form of a payroll check) will be responsible for continuing their portion of the health plan premiums. Team members will be billed for their share of the bi-weekly health plan premiums on a monthly basis. Team members have a 30-day grace period in which to make such premium payments. Payments will be made on a post-tax basis. Failure to pay the team member's portion will result in termination of health plan coverage.

Once the team member returns to work, normal payroll deductions for benefits will resume. However, if the team member does not return to work, medical, dental, vision and all other coverage will cease at the end of the month following 120 days from the start of the workers' compensation injury/illness leave of absence. Team members who lose medical, dental, and/or vision coverage due to not returning prior to 120 days, may elect to continue that coverage at full cost plus administrative fees under the terms of COBRA. Team members who lose medical, dental and vision coverage due to lack of payment will not have the option to continue the coverage under the terms of COBRA. In no instance will benefit coverage continue beyond the end of the month following 120 days from the start of the leave.



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## Team Member Guidance Manual

### 305 Tuition Assistance

Effective Date: 5/1/2015

The Company recognizes the importance of educational development for its Team Members and encourages them to increase their knowledge and skill through education programs which benefit both the Company and themselves. The purpose of this policy is to provide tuition reimbursement to full-time Team Members to increase their knowledge and skills that will improve job effectiveness and their value to the company.

**Eligibility:** Full-time Team Members who have completed six (6) months of active, continuous full-time service as of the start of the course are eligible to apply for tuition assistance. Team Members must be satisfactorily performing in their current job and have no outstanding performance issues.

**Provisions:** Reimbursement is for job-related degrees or individual job-related college courses and is subject to management and Human Resources approval. Team Members must submit a Tuition Assistance Application and all courses must be pre-approved by the Team Member's Manager and their Director or next level of management and Human Resources prior to the start of class.

- 1) Reimbursement for job-related degrees is limited to \$4,000 per calendar year of tuition fees; excluding registration fees, text fees, entrance exams, late fees and parking fees for full-time Team Members.
- 2) Courses that are eligible include those courses documented in a formal degree plan, and are needed to fulfill the requirements for an Associates, Bachelor's or Graduate degree.
- 3) Team Members can receive 90% reimbursement of their tuition if they receive an "A/B" or 75% with a "pass" for courses taken on a pass/fail basis.
- 4) Reimbursements will be made only at the successful completion of a course. Request for reimbursement, including the original bill of tuition paid and the grade report, must be submitted to Human Resources no later than two months following successful completion of the course(s). Requests for reimbursements received after two months will not be processed.
- 5) Course work must be taken from an accredited institution.
- 6) Reimbursements will only be provided to Team Members who are actively employed by Plainridge Park Casino after the successful completion of the approved course and at the time the reimbursement check is issued. The reimbursement amount will be based upon the employment status of the Team member (i.e., full time or part time) at the completion of the course. Under no circumstances will payments be made to former Team members of Plainridge Park Casino. Team Members that receive Tuition Reimbursement and leave the company within 12 months of course completion must pay back to Plainridge Park Casino the total amount reimbursed.
- 7) Plainridge Park Casino reserves the right to accept and/or reject any or all requests for tuition reimbursement at its discretion.



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## **Team Member Guidance Manual**

### **306 Property Discounts**

Effective Date: 5/1/2015

#### Restaurants:

Team members are welcome to enjoy a meal in any of our restaurants with a maximum of three (3) guests and receive a 20% discount off posted prices (excluding alcohol). Team members are required to be off duty and not in uniform when dining in any of the outlets unless dining with a manager during regular work hours. Team members may only purchase carry-out orders before or after their scheduled shift and not in uniform. The Company reserves the right to designate certain peak days or times during which team members may not receive the 20% discount. Current designated peak days and times are as follows:

- Valentine's Day
- Easter Sunday
- Mother's Day
- Thanksgiving
- Christmas Day
- New Year's Eve
- New Year's Day

#### Retail:

Team members are also eligible for a 20% discount on gift shop purchases. Team members must present their badge to the cashier to receive the discount. The discount does not apply to gift cards, already discounted items, and sundry items.



## **Team Member Guidance Manual**

### **307 Charity Time Off**

Effective Date: 5/1/2015

Full time Team Members, who have passed their probationary/introductory period, are eligible for paid Charity Time Off to volunteer and support company-approved charities, events and community service projects.

Paid time off to support volunteer and community service projects will be limited to eight (8) hours maximum per calendar year for each full-time Team Member. Unused Charity Time Off will not carry over from year-to-year, nor will it be paid out if it is not used.

The time will become available each year on the first day of January for each Team Member who is working in full-time status on that date. If newly hired or subsequently promoted into full-time status after the first day of January, the available paid time off for volunteer and community service projects will be pro-rated following the 90-day orientation period.

Time off for Charity volunteerism and community service is administered in the same manner as other paid time off, and must be scheduled in advance. It will be approved on a first come, first serve basis; and will only be granted when it does not interfere with business staffing needs.

Overtime pay will not be approved for charity hours worked. The Team Member will be paid up to their regularly scheduled hours for charity time.

Volunteer service qualifiers:

1. Team Member must be actively working and/or participating in a volunteer/community function (i.e., working the registration table at the run, or participating as a runner on behalf of the Company).
2. Hours will only be compensated for the time the TM is actually volunteering, not the entire shift he/she was scheduled for.
3. Team Members must be scheduled to work during the event. If a TM is scheduled to work before or after the event they will not qualify for charity pay. For example, if a Team Members start time is 2pm, and the event is finished by 9am, this would not qualify for Charity Time Off.

Requests for Charity Time Off should be submitted in writing on the same form and in the same manner as other paid time off benefits, such as vacation, sick, jury duty, etc.

Each Team Member who volunteers for and completes volunteer and community service projects will be required to provide verification of the time spent volunteering in order to receive pay. A form for this purpose is available on the Employee Self Service Center, or in Human Resources.





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## **Team Member Guidance Manual**

### **401 Timekeeping**

Effective Date: 5/1/2015

Non-exempt or hourly Team Members are responsible for accurately recording the hours they work. The law requires us to keep accurate records of "hours worked" in order to correctly calculate Team Member pay and benefits. "Hours worked" includes all time that non-exempt Team Members spend performing their assigned work or are required to be on duty as defined by the Fair Labor Standards Act (FLSA).

If you are a non-exempt Team Member, it is extremely important that you accurately record the time you start and stop work, when you start and end any meal periods or split shifts, and when you leave the workplace for personal reasons. Before you work any overtime, you must always get advance approval.

As an hourly Team Member, you will be receiving a Team Member badge to use for timekeeping purposes. This badge is assigned to you for your use only. You may not change time after it is already recorded, enter a false time on purpose, tamper with time records, swipe another Team Members' timecard or record other Team Members' time for them. If you do any of these actions, you may be subject to disciplinary action, up to and including termination. Falsifying time records is a serious matter.

All non-exempt Team Members, required to use the time keeping system, must swipe their badge no earlier than seven (7) minutes before their scheduled start time and no later than seven (7) minutes after their shift ends. You can only start earlier or work later when your Supervisor approves it in advance.

If you have any problems using your badge and/or the time clock, please see your Supervisor immediately.

Non-exempt Team Members may be required to sign their time records to say they are accurate. Each Supervisor will review and initial the time record before submitting it for payroll processing.



## **Team Member Guidance Manual**

### **402 Paydays/Pay Corrections**

Effective Date: 5/1/2015

Each Team Member's paycheck will include earnings for all work performed through the end of the previous payroll period. Team Members will receive their pay on a bi-weekly basis. If a payday falls on a weekend or holiday, you will be paid on the last banking day before that payday.

Plainridge Park Casino utilizes a direct deposit program. With direct deposit, a Team Member's pay is deposited directly into his/her account each pay period. If a Team Member does not have an active bank account, their bi-weekly paycheck will be distributed via a pay card

The first paycheck for all new Team Members will be paid via an actual company check. Such checks will be available for distribution at the security desk on payday. Detailed pay statements are available through the Team Member Self Service System (ESS) at [www.mypngaming.com](http://www.mypngaming.com).

### **PAYCHECK DEDUCTIONS/CORRECTIONS**

We make every attempt to make sure that you are paid correctly and on scheduled paydays. In case you find a mistake in your pay, tell your Supervisor immediately so that the error can be corrected as quickly as possible.

Certain deductions are required by law to be taken from everyone's pay while others are employee elected and authorized. Deductions required by law include federal withholding tax, Social Security and Medicare contributions, and state withholding tax. Deductions from pay also will be made in accordance with any legally binding order of garnishment. Employees also may voluntarily elect to make certain deductions from pay for certain employee benefits offered from time to time by the Company. Employee authorized deductions are those which may include premium payments for benefits.

The Company will make deductions from the wages of its employees only as permitted by law. Improper deductions from salary are prohibited. Despite our best efforts to prevent improper deductions, it is possible that mistakes may be made. If any employee believes that an improper deduction from salary has been made, he/she should report the situation immediately to the Payroll Supervisor. Every effort will be made to ensure that complaints will be investigated and resolved promptly. If the Company determines that a deduction was taken improperly, the Company will reimburse the affected employee for the improper deduction. An employee not satisfied with the response to his/her complaint, should bring the complaint directly to the attention of the Director of Human Resources.

### **Note to Exempt Employees**

Exempt employees should be aware that deductions from salary may occur under the following circumstances:



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- Absences from work for one or more full days for personal reasons other than sickness or disability;
- Offsets to amounts received by employees for jury duty, attendance as a witness, or temporary military leave;
- Penalties imposed in good faith for infractions of safety rules of major significance;
- Unpaid disciplinary suspensions of one or more full days imposed in good faith for infractions of workplace conduct rules;
- Proportionate deductions from an exempt employee's initial or terminal week of employment in order to pay the employee only for the time actually worked during those weeks.

All employees may file complaints or raise concerns regarding deductions from wages without fear of reprisal.



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## **Team Member Guidance Manual**

### **501 Safety**

Effective Date: 5/1/2015

Our workplace safety program is a top priority at Plainridge Park Casino. We want our property to be a safe and healthy place for Team Members, guests, and visitors. The Security Department is responsible for implementing, administering, monitoring, and evaluating the safety program. A successful safety program depends on everyone being alert and committed to safety.

We regularly communicate in different ways with Team Members about workplace safety and health issues. These communications may include meetings, bulletin board postings, memos, e-mails, posted on the Employee Self Service website, or other written communications.

You are expected to obey all safety rules and be careful at work. You must immediately report any unsafe condition to the appropriate supervisor. If you violate the Company's safety standards, you may be subject to disciplinary action, up to and including separation of employment. Violations include, but are not limited to, causing a hazardous or dangerous situation, not reporting a hazardous or dangerous situation, and not correcting a problem even though you could have corrected it.

It is very important that you tell the Security Department or your supervisor immediately about any accident that causes an injury, no matter how minor it might seem at the time. This includes accidents involving Team Members, guests, and visitors. When you report it quickly, we can investigate the accident promptly; follow applicable laws, and start insurance and worker's compensation processing.

Refer to the Facilities Department safety policies regarding Personal Protective Equipment, Lock out Tag out, Confined space, Material Safety Data Sheets, lifting techniques, and other department-specific safety policies.



PLAINRIDGE PARK  
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## **Team Member Guidance Manual**

### **502 Work Schedules**

Effective Date: 5/1/2015

Work schedules for Team Members vary throughout our organization. Supervisors will advise Team Members of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

Written work schedules are regularly posted. While every effort will be made to honor special requests, scheduling is based on business requirements. Schedule preference cannot be guaranteed. The only person authorized to make changes to posted schedules is your Department Manager. It is your responsibility to check your schedule regularly and to know your hours. Failure to meet your scheduled hours without proper notification or authorization will result in disciplinary action up to and including termination.

Eligible Team Members will be paid overtime for hours worked in excess of 40 hours occurring in the same work week or as otherwise required by applicable law. It is our policy that no overtime can be worked without the approval and authorization of the Manager or Supervisor. PTO hours do not count towards overtime.

Benefit eligible Team Members must work a minimum of 30 hours a week to maintain benefit eligibility.



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## **Team Member Guidance Manual**

### **503 Meal Periods**

Employees are required to take a 30-minute uninterrupted meal break no later than after 6 consecutive hours of work. Employees are free to leave the workplace during the meal break and must not perform any work during the break. The meal break is unpaid. Employees are expected to return to work promptly at the end of every meal period.



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## **Team Member Guidance Manual**

### **504 Lactation Accommodation**

The Company will provide reasonable daily breaks to accommodate an employee desiring to express breast milk for the employee's infant child. If possible, nursing mothers should take time to express breast milk during their regular meal and/or rest breaks. If the break time cannot run concurrently with the meal and/or rest breaks already provided to the employee, the break time will be unpaid for nonexempt employees. When these additional breaks are required, employees should work with their supervisor regarding scheduling.

The Company will make reasonable efforts to provide employees with the use of a private room in close proximity to the work area, other than a toilet stall, for employees to express milk. Employees should discuss with their supervisor, the location to express and store their breast milk and to make any other arrangements under this policy. The Company may not be able to provide additional break time or a private location for expressing breast milk if doing so would unduly disrupt the Company's operations.

The Company strictly prohibits discrimination against or harassment of employees because they are breastfeeding mothers and request or take breaks in accordance with this policy.



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## **Team Member Guidance Manual**

### **505 Use of Personal Cell Phones**

Effective Date: 5/1/2015

This policy outlines the use of personal cell phones at work.

#### **Personal Cellular Phones**

Use of personal cell phones by Team Members is allowed in designated break areas only. Team Members may not have personal cell phones visible in their work area. To make or receive emergency calls, a Team Member may use the phone at his/her desk or workstation, provided it is not in direct view of guests.

The Company will not be liable for the loss of personal cellular phones brought into the workplace.





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## **Team Member Guidance Manual**

### **506 Smoking / Tobacco Usage**

Effective Date: 5/1/2015

In keeping with Plainridge Park Casino's intent to provide a safe and healthful work environment, smoking or use of other tobacco products (i.e., chewing tobacco, cigars, etc.) in the workplace is prohibited except in those locations that have been specifically designated as smoking areas.

Please check with your immediate Supervisor for the location(s) of designated smoking area(s). Smoking or use of tobacco products in non-designated areas may result in disciplinary action.



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## **Team Member Guidance Manual**

### **507 Use of Equipment and Vehicles**

Effective Date: 5/1/2015

In some departments, equipment and vehicles may be provided for job related duties and are intended for business use only.

Equipment and vehicles essential in accomplishing your job duties are expensive and may be difficult to replace. When you use company property, you should be careful, perform required maintenance, and follow all operating instructions, safety standards, and guidelines. If the equipment requires special licensing, you are required to obtain and maintain those licenses (including paperwork and education).

Tell your Supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. When you promptly report damages, defects, and the need for repairs, you can prevent deterioration of equipment and possible injury to Team Members or other people.

See your Supervisor if you have questions about your responsibility for maintenance and care of equipment or vehicles you use on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, may result in payment for cost of damages, as well as disciplinary action, up to and including termination.



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## **Team Member Guidance Manual**

### **508 Weapons in the Workplace**

In the interest of maintaining a workplace that is safe and free of violence, the Company prohibits the presence or use of handguns, firearms, and other dangerous weapons on Company premises, regardless of whether or not the person is licensed to carry the weapon.

“Company premises” means all Company owned or leased buildings and equipment and surrounding areas such as parking lots, sidewalks and walkways, under the Company’s ownership or control and all Company-owned or leased vehicles.

“Dangerous weapons” include, but are not limited to, firearms, explosives and other similar weapons.



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## **Team Member Guidance Manual**

### **509 Emergency Closings**

Effective Date: 5/1/2015

There may be times when emergencies, such as severe weather, fires, power failures, etc., may disrupt normal business operations. Consequently, we may have to close the property. If the decision is made to close during non-working hours, your Manager/Supervisor will inform you.

In the event of an emergency closing, please follow your departmental procedures for reporting information. You will not be paid for time not worked; however, you may request to use available PTO.

Exempt Team Members will be compensated for time off due to emergency closings in accordance with state and federal wage and hour laws.

If an emergency closing is not authorized and you do not report for work, you will not be paid for the time off and your absence will count toward our Attendance & Punctuality policy (Local Policy 704).



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## **Team Member Guidance Manual**

### **510 Back of House (BOH) Accessibility**

Effective Date: 5/1/2015

Team members should not be in Back of House (BOH) or work areas more than necessary before or after their scheduled shift. Team members awaiting rides may only be in authorized Back of House break areas. Team members who are not on-duty are permitted access to public non-work areas provided they are not in uniform, they comply with all applicable regulatory requirements including proper display of identification, and their presence is consistent with that area's intended purpose and does not interfere with on-duty team members, customer service or Company operations. All visitors are required to check-in with Security prior to entering the back of house areas.

Team members are asked to use back of house restrooms during their scheduled shift.

Team members who are on an approved leave of absence should not be on property unless it relates to their leave of absence. At no time should team members who are on a leave of absence be in Back of House work areas.



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## Team Member Guidance Manual

### 601 Parental Leave

Full time employees may be eligible for up to eight weeks of parental leave. To be eligible, an employee must have completed at least three consecutive months of employment with the Company and must provide written notice at least two weeks prior to the employee's anticipated date of departure. Where, due to circumstances beyond the employee's control, two weeks' notice is not possible, notice should be provided as soon as possible. The employee must also provide the Company with a statement of intent to return to work following the leave. Leave may be taken for the purpose of, or in the event of, the birth of a child, adoption of a child under 18 years of age (or under 23 years of age if the child is physically or mentally disabled) or for placement of a child by court order.

At the conclusion of parental leave, the employee will be reinstated to his/her previous or similar position with the same salary that he/she received at the commencement of the leave. The Company, however, reserves the right not to reinstate an employee following parental leave if other employees of equal seniority and status in the same or similar positions have been laid off due to economic conditions, or have been otherwise affected by changes in employment conditions during the period of parental leave.

Parental leave will not affect the employee's right to receive vacation time, sick leave, advancement, seniority or other benefits for which he/she was eligible at the date of the leave, but parental leave shall not be included in the computation of such benefits.

In the event that both parents are employed by The Company, the parents are entitled to eight weeks of parental leave in the aggregate for the same child.

If the employee is also eligible for leave under the federal Family & Medical Leave Act ("FMLA"), parental leave under this policy will run concurrently with leave under the FMLA.

Parental leave is unpaid.

Employees may, but are not required, to use any accrued vacation or sick time concurrently with all or part of the parental leave.

**BENEFITS:** A team member's medical, dental, vision, and other qualified coverage will continue during a workers' compensation leave of absence. If Paid Time Off (PTO) is used during the leave, we will continue to deduct the team member's portion of the health plan premiums as a regular payroll deduction. Team members no longer receiving payment (in the form of a payroll check) will be responsible for continuing their portion of the health plan premiums. Team members will be billed for their share of the bi-weekly health plan premiums on a monthly basis. Team members have a 30-day grace period in which to make such premium payments.

Payments will be made on a post-tax basis. Failure to pay the team member's portion will result in termination of health plan coverage.



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### **Team Member Guidance Manual**

Once the team member returns to work, normal payroll deductions for benefits will resume. However, if the team member does not return to work, medical, dental, vision and all other coverage will cease at the end of the month following 120 days from the start of the workers' compensation injury/illness leave of absence. Team members who lose medical, dental, and/or vision coverage due to not returning prior to 120 days, may elect to continue that coverage at full cost plus administrative fees under the terms of COBRA. Team members who lose medical, dental and vision coverage due to lack of payment will not have the option to continue the coverage under the terms of COBRA. In no instance will benefit coverage continue beyond the end of the month following 120 days from the start of the leave.



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## **Team Member Guidance Manual**

### **602 Small Necessities Leave**

Employees who are eligible for leave under the FMLA may also be eligible for up to twenty-four hours per calendar year of unpaid, job-protected leave to:

- Participate in educational activities of their children
- Accompany children to routine medical or dental appointments
- Accompany an elderly relative to medical or other necessary appointments.

Employees wishing to take such leave should give seven days' notice, unless it is impossible to do so. For additional information, employees should consult their Manager.





## **Team Member Guidance Manual**

### **603 Military Leave**

Employees who serve in the U.S. Armed Forces, the National Guard or Reserves will be given necessary time off in accordance with Uniformed Services Employment and Reemployment Rights Act (USERRA) and as otherwise required by federal, state and local law. Members of the armed forces of the Commonwealth, including the state defense force, the state staff, or the armed forces of another state or territory who are employed within the Commonwealth and ordered to active duty under state or federal law are entitled to all rights, protections, privileges and immunities, including leave of absence due to military service, afforded under USERRA.

An employee, other than a temporary employee, who is a member of the United States Reserves is entitled to up to 17 days of unpaid leave in any calendar year for military training. The employee must give notice of the dates of departure and return, as well as provide notice to The Company of the satisfactory completion of such training upon his or her return.

Military orders should be presented to your manager and arrangements for leave made as early as possible (generally at least two weeks) before your departure. You are required to give advance notice of your service obligations to The Company (annual training plans) unless military necessity makes this impossible. You must notify your supervisor of your intent to return to employment based on the requirements of the law.



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## **Team Member Guidance Manual**

### **604 Veterans' Day or Memorial Day Exercises**

An employee who is a veteran and who wants to participate in a Veterans' Day or Memorial Day exercise, parade, or service will be allowed a leave of absence, without pay, of sufficient time to participate in such services in their community of residence.



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## **Team Member Guidance Manual**

### **605 Time Off For Victims of Crime**

An employee who is a victim or witness to a crime and who has been subpoenaed to attend a criminal action as a witness may take time off without pay. The employee must notify his/her supervisor of his/her required service prior to the date of attendance.



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## **Team Member Guidance Manual**

### **606 Leave for Victims of Domestic Violence**

In compliance with the Massachusetts Act Relative to Domestic Violence (ARDV), The Company grants up to 15 days of unpaid leave in a rolling 12-month period to victims of domestic violence, sexual assault, kidnapping, and/or stalking for purposes directly related to the abuse. An employee may take ARDV leave for his or her own abuse, or due to the abuse of a covered family member, including his or her spouse, child, parent, grandparent, grandchild, or sibling. Perpetrators of abuse are not entitled to ARDV leave.

An employee must exhaust all of his or her accrued paid time off, including but not limited to sick time, vacation days, or personal days before taking ARDV leave. An employee requesting ARDV leave must provide advance notice of the need whenever possible and submit the required documentation supporting the claim to his/her supervisor. This requirement does not apply if the employee or a covered family member faces imminent danger to his or her health or safety. In the event that an employee does not provide advance notice based on a risk of imminent danger, he or she must notify his/her supervisor within three business days that the time off was related to domestic violence. If the employee cannot notify The Company, a family member may do so on his or her behalf. The ARDV also permits certain counselors, clergy, and helping professionals to provide such notification.

The Company requires documentation supporting an employee's claim to ARDV leave. Such documentation can consist of a protective order or other court document, police report, police witness statement, documents reflecting the perpetrator's conviction or admission of guilt, medical documents, and/or a victim advocate's or other helping professional's sworn statement. In lieu of the documents listed above, an employee may also submit his or her own sworn statement signed under the pains and penalties of perjury.



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## **Team Member Guidance Manual**

### **607 Volunteer Emergency Responder Leave**

No adverse action will be taken against an employee who fails to report to work while responding to an emergency as a volunteer firefighter. The leave will be unpaid, but the employee must upon request provide a statement from the chief certifying the date, time and employee's response to the emergency.



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## Team Member Guidance Manual

### 608 Personal Leave

Effective Date: 5/1/2015

Eligible full time Team Members may ask for an unpaid personal leave of absence to fulfill personal obligations.

Eligible Team Members may request personal leave only after they have completed 90 calendar days of service. If you wish to take a personal leave, you must request a personal leave from your Supervisor and Human Resources as far in advance as possible.

An eligible Team Member cannot take more than 30 calendar days of personal leave every rolling 12-month period.

We may not approve every request for personal leave. We will look at each request individually. The business priorities of the Company must come first. We will make our decision based on a number of factors including, but not limited to, our business needs, workload, and staffing requirements during the requested time period.

An eligible Team Member must use any available paid leave time before taking unpaid personal leave. Any additional accruals of paid time off (i.e., PTO) during an approved leave will also be used. Please refer to your local policy 303 (PTO) for information regarding payment of PTO.

**BENEFITS:** A team member's medical, dental, vision, and other qualified coverage will continue during a workers' compensation leave of absence. If Paid Time Off (PTO) is used during the leave, we will continue to deduct the team member's portion of the health plan premiums as a regular payroll deduction. Team members no longer receiving payment (in the form of a payroll check) will be responsible for continuing their portion of the health plan premiums. Team members will be billed for their share of the bi-weekly health plan premiums on a monthly basis. Team members have a 30-day grace period in which to make such premium payments. Payments will be made on a post-tax basis. Failure to pay the team member's portion will result in termination of health plan coverage.

Once the team member returns to work, normal payroll deductions for benefits will resume. However, if the team member does not return to work, medical, dental, vision and all other coverage will cease at the end of the month following 120 days from the start of the workers' compensation injury/illness leave of absence. Team members who lose medical, dental, and/or vision coverage due to not returning prior to 120 days, may elect to continue that coverage at full cost plus administrative fees under the terms of COBRA. Team members who lose medical, dental and vision coverage due to lack of payment will not have the option to continue the coverage under the terms of COBRA. In no instance will benefit coverage continue beyond the end of the month following 120 days from the start of the leave.

Your benefits, such as PTO, will not accrue during any unpaid portion of the personal leave. When you return from leave, your benefits will start accruing again.



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### **Team Member Guidance Manual**

When a personal leave ends, we will make every reasonable effort to return you to the same position if it is available or to an available similar position for which you are qualified. However, the Company cannot guarantee that you will be reinstated in all cases.

If you do not come back to work on the agreed-upon date at the end of a personal leave, we will assume that you have resigned.



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## **Team Member Guidance Manual**

### **701 Team Member Conduct and Work Rules**

Effective Date: 5/1/2015

The intent of the Code of Conduct is to promote an efficient, courteous environment free from disturbances that hinder job training, job production, and job enjoyment. It is the full responsibility of each team member to know what company and departmental rules and regulations exist and to observe them at all times.

Rules are classified (Exhibit A and B) so that corrective action can be consistently administered. The classification and the rule are intended as general guidelines to good judgment and fair treatment and are not restricted to those listed. Some rules are covered by specific departmental regulations. It is necessary for team members to know and understand what these other regulations contain as well as the general conduct and job performance rules listed here. If you have questions regarding any rule or procedure, notify your supervisor immediately.

If these expectations are not met, the Company reserves the right to discipline up to and including termination of employment. This includes but is not limited to, the following violations:

When minor offenses such as, but not limited to, unintentional failure to follow instructions or properly perform the job occur (Exhibit A), the following steps of progressive disciplinary action are to be followed:

- Verbal Warning (Including documenting in department coaching logs)
- Written Warnings
- Final Written Warning
- Termination of Employment

For major offenses, such as but not limited to dishonesty, theft, drug or alcohol use, mistreatment of guests and team members, etc. (Exhibit B), the principles of progressive disciplinary action shall not apply. The offending team member may be given a Final Written Warning or terminated for the initial offense.

The Human Resources Department must be contacted for guidance in matters of disciplinary actions involving Final Written Warnings and terminations. Departments may suspend team members pending investigation whenever warranted.





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## **Team Member Guidance Manual Exhibit A**

The following may warrant disciplinary action, up to and including termination of employment. Repeated violation of the same rule, violation of more than one rule in a single incident, violation of different rules at different times, and aggravated circumstances may cause accelerated or compounded disciplinary action. These examples are not all-inclusive:

1. Failure to be professional, courteous, friendly, and helpful to guests, co-workers and vendors at all times.
2. Violation of Plainridge Park Casino's no solicitation or distribution policy.
3. Failure to conform to standards of appropriate dress or demeanor.
4. Smoking, eating or drinking in guest contact or prohibited areas.
5. Failure to follow Company policies and procedures.
6. Unsatisfactory work performance.
7. Patterns of absences or tardies including but not limited to absences or tardies during weekends or holidays...
8. Indulging in horseplay...
9. Chewing gum or tobacco in the workplace.
10. Excessive absenteeism or any absence without notice, including extended breaks or excessive breaks.
11. Sleeping while on duty or giving the impression of sleeping during work hours.
12. Inappropriate display of affection.
13. Failure to clock in or out or clocking in and/or out for another team member.
14. Leaving assigned work area without authorization.
15. Loss or misplacement of control keys.
16. Violation of safety or health regulations, including failure to report an accident or injury involving team members, customers or property.
17. Neglect of duty that does not directly threaten the well-being or safety of any customer or team member.
18. Inappropriate handling of cash, funds, tokens, and/or related paperwork.



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## **Team Member Guidance Manual**

### **Exhibit B**

The following violations are severe enough to warrant an immediate Final Written Warning or termination of employment, thus bypassing the normal steps of progressive discipline. These examples are not all-inclusive:

1. Exhibiting discourteous, rude or offensive behavior to a guest or co-worker including use of inappropriate or profane language.
2. Any actions considered by the Company as constituting serious misconduct, insubordination, or gross negligence which may jeopardize guest and/or team member safety, and/or cause major damage to Company property or equipment.
3. Willful insubordination by failing or refusing to carry out a reasonable job assignment or job request from your supervisor or manager after being warned that failure to do so may result in separation of employment.
4. Changing or otherwise falsifying or altering any Company document or record, including but not limited to time cards, employment applications, financial reports, logs, or other documents and records, including the use of another team member's time card and the signing of another team member's name on any document or any dishonest actions including attempts to circumvent the attendance policy.
5. Release of operating and/or Confidential Information, as that term is defined in Section 702 to outside sources or any other unauthorized individual or group.
6. Violation of any gaming license requirement.
7. Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer owned vehicles or equipment. Illegal drugs include taking prescription medications that are prescribed for someone else or have expired. Illegally distributing prescription drugs on property. Failure to submit or pass a random or incident drug/alcohol test.
8. Discriminatory or harassing conduct toward another team member, applicant, patron or vendor by reason of race, color, religion, national origin, sex, age, disability, or other protected status.
9. Engaging in or threatening acts of violence, fighting, pushing, or disorderly conduct on company property or in connection with company business or relations.
10. Indulging in grossly offensive, obscene, or serious immoral misconduct.
11. Failure to cooperate with Human Resources, Management or MGC and/or being dishonest during an investigation.



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## **Team Member Guidance Manual**

### **Exhibit B**

12. Theft, attempted theft, or removal of company property from the premises without proper authorization, or misuse of any Company, customer, team member, or vendor property
13. Unauthorized possession of firearms, explosives, or other dangerous weapons while on company property or in connection with company business.
14. Reading or looking at inappropriate electronic or printed materials on Company property.
15. Failure to return to work as scheduled following a leave of absence.
16. Defacing of Company property.
17. Use of recording devices or cameras on the premises without written management authorization.



## **Team Member Guidance Manual**

### **702 Confidentiality**

The Company's confidential and proprietary information is vital to the current operations and future success of the Company. Each employee shall use all reasonable care to protect or otherwise prevent the unauthorized disclosure of such information. In no event shall confidential information be disclosed or revealed within or outside the Company without proper authorization or purpose. If an employee is uncertain whether certain information should be treated as confidential, the employee should presume that such information is confidential and not disclose it without proper authorization.

"Confidential Information" refers to a piece of information, or a compilation of information, in any form (on paper, in an electronic file, or otherwise), related to the Company's business that the Company has not made public or authorized to be made public, and that is not generally known to the public through proper means.

By way of example, confidential or proprietary information will include information regarding the Company's business methods, business plans, databases, systems, technology, intellectual property, know-how, marketing plans, business development, operations, products, services, research, development, inventions, financial statements, financial projections, financing methods, pricing strategies, customer sources, employee health/medical records, system designs, customer lists, and methods of competing. Additionally, employees who by virtue of their performance of their job responsibilities have the following information, should not disclose such information for any reason, except as required to complete job duties, without the permission of the employee at issue: social security numbers, driver's license or resident identification numbers, financial account, credit or debit card numbers, security and access codes or passwords that would permit access to medical, financial or other legally protected information.

Confidential Information does not include information lawfully acquired by non-management Team Members about wages, hours or other terms and conditions of employment if used by them for purposes protected under §7 of the National Labor Relations Act such as joining or forming a union, engaging in collective bargaining, or engaging in other concerted activity for their mutual aid or protection.

Nothing in the Core Employee Handbook or this state Supplement prohibits an employee from communicating with any governmental authority or making a report in good faith and with a reasonable belief concerning any violations of law or regulations to a governmental authority, or disclosing Confidential Information which the employee acquired through lawful means in the course of his or her employment to a governmental authority in connection with any communication or report, or from filing, testifying or participating in a legal proceeding relating to any violations, including making other disclosures protected or required by any whistleblower law or regulation to the Securities and Exchange Commission, the Department of Labor, or any other appropriate government authority. To the extent an employee discloses any Confidential Information in connection with communicating with a governmental authority, the employee will honor the other confidentiality obligations stated above and will only share such Confidential



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## **Team Member Guidance Manual**

Information with his or her attorney, or with the government agency or entity. Nothing herein shall be construed to permit or condone unlawful conduct, including but not limited to the theft or misappropriation of Company property, trade secrets or information.



## **Team Member Guidance Manual**

### **703 Gambling**

Effective Date: 5/1/2015

Gambling on property by any Team Member in any department is strictly prohibited. Team Members with access to our Casino Management system, greater than read only, may not gamble at other Penn National properties. Company policy prohibits department Managers, Directors, Vice Presidents and the General Manager from participating in gaming activities at any Penn National Gaming, Inc. facility.

Family members of Team Members may gamble on property; however, they are not eligible to participate in promotions or tournaments.



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## **Team Member Guidance Manual**

### **704 Policy Against Harassment, Including Sexual Harassment**

Effective Date: 5/1/2015

The Company has a fundamental commitment to treating its employees with dignity and respect. The support of equal employment opportunity includes the recognition that all employees have the right to work in an environment free of harassment, whether on account of race, color, religion, creed, sex, national origin, ancestry, age, sexual orientation, gender identity, mental or physical disability, military status, genetic information or any other basis protected by federal or state law. All such harassment is prohibited. Our Unlawful Harassment Policy applies to all persons involved in our operations and prohibits harassment by any employee of the Company, including managers and coworkers.

All employees are expected to comply with the Company's Unlawful Harassment Policy. While the policy sets forth the Company's goals of promoting a workplace that is free of harassment, the policy is not designed or intended to limit the Company's authority to discipline or take remedial action for workplace conduct that we deem unacceptable, regardless of whether that conduct satisfies the definition of unlawful harassment.

#### **Policy Against Sexual Harassment**

It is the goal of the Company to promote a workplace that is free of sexual harassment. Sexual harassment of employees occurring in the workplace or in other settings in which employees may find themselves in connection with their employment is unlawful and will not be tolerated by this organization. Further, any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is similarly unlawful and will not be tolerated. To achieve our goal

of providing a workplace free from sexual harassment, the conduct that is described in this policy will not be tolerated and we have provided a procedure by which inappropriate conduct will be dealt with, if encountered by employees.

Because the Company takes allegations of sexual harassment seriously, we will respond promptly to complaints of sexual harassment and where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

Please note that while this policy sets forth our goals of promoting a workplace that is free of sexual harassment, the policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of sexual harassment.



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## **Team Member Guidance Manual**

### **Definition of Sexual Harassment**

In Massachusetts, the legal definition for sexual harassment is this: "sexual harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or,
- (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a work place environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct which if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

- Unwelcome sexual advances -- whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, cartoons;
  
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- Inquiries into one's sexual experiences; and,
- Discussion of one's sexual activities.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment, and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated by this organization.

### **Complaints of Sexual Harassment**

If any of our employees believes that he or she has been subjected to sexual harassment, the employee has the right to file a complaint with our organization. This may be done in writing or orally.





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Any employee who believes that he or she has been harassed or discriminated against by a co-worker, manager, agent, vendor or client of the Company, or who is aware of the harassment or discrimination of others, should immediately provide a written or verbal report to his or her Manager or the Human Resource Manager. If you would like to file a complaint, you may do so by contacting these same individuals. These persons are also available to discuss any concerns you may have and to provide information to you about our policy on sexual harassment and our complaint process.

### **Sexual Harassment Investigation**

When we receive the complaint we will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. Our investigation will include a private interview with the person filing the complaint and with witnesses. We will also interview the person alleged to have committed sexual harassment. When we have completed our investigation, we will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation. If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct, and where it is appropriate we will also impose disciplinary action.

### **Disciplinary Action**

If it is determined that inappropriate conduct has been committed by one of our employees, we will take such action as is appropriate under the circumstances. Such action may range from counseling to termination from employment, and may include such other forms of disciplinary action as we deem appropriate under the circumstances.

### **State and Federal Remedies**

In addition to the above, if you believe that you have been subjected to harassment, you may file a formal complaint with the appropriate state or federal government agency. Using the

Company's complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (300 days).

The state agency responsible for investigating complaints of harassment, including sexual harassment, is the Massachusetts Commission Against Discrimination (MCAD). The MCAD has offices at the following locations:

Boston Office: One Ashburton Place, Sixth Floor, Room 601, Boston, MA 02108, telephone number (617) 994-6000

Springfield Office: 436 Dwight Street, Second Floor, Suite 220, Springfield, MA 01103, telephone number (413) 739-2145

Worcester Office: Worcester City Hall, 455 Main Street, Room 100, Worcester, MA 01608, telephone number (508) 799-8010



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New Bedford Office: 800 Purchase Street, Room 501, New Bedford, MA 02740,  
telephone number (508) 990-2390.

The federal agency responsible for investigating claims of harassment, including sexual harassment, is the United States Equal Employment Opportunity Commission ("EEOC"). The local office of the EEOC is at the following location:

John F. Kennedy Federal Building  
475 Government Center  
Boston, MA 02203  
(617) 565-3200



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### **705 Attendance & Punctuality**

Effective Date: 5/1/2015

Plainridge Park Casino has a NO FAULT attendance policy. If a Team Member is not at work as scheduled, they are absent. This attendance policy applies to scheduled non-exempt Team Members.

Being the best means being on time to provide Red Carpet Service every shift, Team Members who are excessively absent or tardy create inconvenience for our guests. In addition, they place an unfair burden on co-workers who perform additional work or are called in on their day off due to staffing shortages.

The schedule in each department is designed to provide Red Carpet guest service. The attendance policy is designed to be fair and consistent in recording punctuality and attendance.

The attendance policy is based on a seven (7) point system. Points are accumulated when a Team member is late, leaves early, is absent from work or fails to follow proper call in procedures. A total of seven (7) points in any twelve (12) month period results in termination.

It is the Team Members responsibility at all times to notify his/her Supervisor at least 2 hours prior to the start of his/her shift. Failure to follow department call-in procedures will result in additional point accumulation as noted below. Being on time means being at the work station, fully prepared to begin work at the scheduled start time.

#### **DEFINITIONS OF TERMS USED IN ATTENDANCE AND PUNCTUALITY POLICY**

**Absence** – Any unscheduled time off from work regardless of reason. The term “unscheduled” is time-off requested with less than 24 hours’ notice. This does not include PTO time that has been scheduled and approved, leaves of absence, bereavement leave, jury duty, worker’s compensation, business early-outs, paid sick leave and other absences protected under statutory law.

**Improper Absence** – Team Member fails to advise his/her department head at least two (2) hours prior to his/her scheduled shift of the unforeseen need to take time away from work – or where two hours’ notice is not possible, as soon as practicable.

**Denied Day Off** – formal PTO request was denied but Team Member calls out as an absence.

**Late for Work/Tardy**- Team Member arrives at the work station or assigned area late, whether it is at the start of the scheduled shift or the designated time following breaks.

**No Call/No Show** – Team Member does not notify the Company that he/she will be absent or is more than 4 hours late with no notice. **Two (2) No Call/No Shows within a Rolling twelve (12) month period** will result in termination.



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**Requested Early Out** – leaving the work shift early due to illness or personal reasons. Early outs due to business needs are not counted as an incident.

**Mandatory Meeting** – failure to attend a meeting designated as mandatory.

**Training** – failure to attend any scheduled training class.

**Black Out Date** – any day pre-designated by your department as an important business day. Each department will post a list of designated Black Out Days. It is the Team Member's responsibility to become familiar with his/ her department's Black Out Days.

**Pattern Absences** – three (3) absences creating a pattern within six (6) months. May include, but is not limited to, calling out on same days of the week, days before or days after days off, days before or after pay day, days before or after holiday, etc.

Absences will be recorded as follows:

<b>INCIDENTS</b>	<b>POINTS</b>
ABSENCE - for each day of absence with at least two (2) hours of notice before the start of your shift	1 point
IMPROPER ABSENCE for each day of absence with less than two (2) hours' notice before the start of your shift	Additional .5 point
DENIED DAY OFF - PTO request was submitted and denied	2 points
LATE FOR WORK - within two (2) hours of scheduled start time	1/2 point
LATE FOR WORK - more than two (2) hours of schedule start time provided notification is given	1 point
NO CALL/NO SHOW - absent without notice or more than 4 hours late without notice	4 points
Requested EARLY OUT after working four (4) hours, with supervisor approval granted.	1/2 point
Requested EARLY OUT before working four (4) hours, with supervisor approval granted.	1 point
MANDATORY MEETING - absence, lateness, no call/no show	Same as above
TRAINING CLASSES - absences, lateness, no call/no show	Same as above
BLACK OUT DATES - absence, lateness, no call/no show on a Black Out Date (Important Business Day)	Double points
PATTERN ABSENCES - Three (3) absences of a similar nature within six (6) months will establish a pattern. The absences will be pointed according to the policy guidelines and one (1) additional point will be assessed for creating a pattern.	Additional 1 point



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Points, according to the schedule set forth above, shall be assigned as of the day of occurrence causing the point(s). In the event a team member's accumulation of points at any time during a

rolling twelve-month period exceeds 7 points, separation of employment may result without warning. When practicable and possible, a team member will be notified when the team member has accumulated a total of 5 points during a rolling twelve-month period.

Time away from work that is not considered an incident under the Attendance and Punctuality Policy are as follows:

- Approved PTO day
- Documented Sick Time (per MA law)
- Jury Duty
- Bereavement
- Approved Leave of Absence (FMLA, Personal, Military)
- Absence due to work-related injury
- Disciplinary Absence (Suspension)

Team members who are absent for three or more consecutive scheduled workdays for reasons that may call into question the team member's ability to perform his or her essential job functions may be required to submit a doctor's statement of release and fitness for duty without restrictions prior to their return and as permitted by law.

Team Members who have a need to be away from work for more than three (3) consecutive days must contact the Human Resources Department to initiate the Leave of Absence process.

**Team Members who have accrued PTO will be required to use PTO for shift on which they are absent for the entire shift.**

During the first ninety (90) days of employment or a new position, a Team Member may be terminated for an excessive number of incidents at the discretion of the Department Manager and with Human Resources approval.

### **Removal of Points**

All Team Members can reduce their points by following these guidelines:

Full-Time and Part-Time Team Members can reduce their point total on the twelve (12) month anniversary date of the incident. The points for that incident drop off and are no longer counted.

Team Members cannot have negative points.



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### **Salaried/exempt team members**

Attendance issues will be managed according to the team member conduct and work rules and performance standards. Excessive absences, or tardiness and excessive patterns of absences or tardiness may lead to disciplinary action, up to and including separation of employment.

Plainridge Park Casino reserves the right to review each situation on a case-by-case basis. It is understood that there may be extenuating circumstances. Department Manager's discretion, with Human Resources approval, will be used in determining pattern absenteeism and in determining whether submitted documentation is appropriate.

The Company reserves the right to change this and all policies without notice at any time. Nothing in this policy is a contract or guarantee of employment. The Company and its Team Members retain the right to separate the employment relationships at any time, with or without cause, for any reason.



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### **706 Personal Appearance**

Effective Date: 5/1/2015

Our Team Members are responsible for their own grooming. How we look and appear provides a first impression of our Company. If we look good, we feel good about ourselves and everything we do, and this in turn reflects on the quality of service we provide to our guests. Our grooming standards are set predictably but understandably high.

Making oneself visually neat and presentable requires a total look from head to toe. Team Members are responsible for maintaining personal cleanliness, which includes daily bathing and using an effective deodorant. Personal attire should be conservatively fashionable and follow the guidelines below unless specifically noted by management. All grooming is to be performed backstage (in the back of the house).

The purpose of these appearance standards is to provide Team Members with guidelines on how to look their best while serving our guests. Our guests expect us to look professional and well groomed at all times. We count on everyone to reflect our high standards of appearance and image.

If your Supervisor finds that your personal appearance is inappropriate, you will be asked to leave work and return properly dressed and groomed. If you are asked to leave, you will not be paid for the time you are away from work. See your Supervisor if you are not sure about the appearance standards for your job.

#### **Guidelines for All Team Members**

**Nametag/Gaming/Non-gaming License:** While on Plainridge Park Casino property all Team Members must wear their nametag and have their Gaming/Non-gaming License on their person at all times. Plainridge Park Casino will from time to time, issue recognition/promotional pins or the like.

**Clothing:** Clothing should be neat, clean and in good condition at all times. Uniformed Team Members must conform to the established uniform dress code. Working attire for non-uniformed Team Members will be neat, clean and appropriate to our standards of professionalism. Appropriate undergarments must be worn.

**Hair:** Hairstyles are expected to be in good taste. Extreme looks (e.g., including but not limited to Mohawks, multi-colored, dyeing/bleaching, colored/tinted or glitter hair sprays, spiked, dreadlocks, tails, razor cuts or ornamental designs cut into the hair) are not permitted. If you tease your hair, keep it to a minimum. In accordance with sanitation requirements, some Team Members may be required to wear company issued hats or hairnets. Hair should not cover eyes or name tag. Men's side burns must be trimmed and no longer than the bottom of the earlobe.



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**Mustaches:** Mustaches may not exceed one-fourth inch below the corner of the lip with no extreme styles (e.g., no fu manchus, handlebars or pencil thin mustaches). Mustaches must be neatly trimmed and clean.

**Beards:** Beards or goatees must be neatly trimmed and clean and no more than one inch in length. Beards may be grown initially during scheduled time off of at least five days; no "shadow" beards are permitted. No soul patches, designs or facial hair that is not a complete beard, goatee or mustache are allowed.

**Tattoos:** Visible tattoos are permitted as long as they are not excessive or offensive in nature. Offensive is defined as vulgar, sexually explicit, gang-related, or controversial. Visible tattoos on the head, face are not permitted.

**Hygiene:** Offensive body odor and poor personal hygiene is not professionally acceptable.

**Fragrances:** Perfume, cologne, and aftershave lotion should be used moderately or avoided altogether, as some individuals may be sensitive to strong fragrances.

**Jewelry:** Jewelry should not be functionally restrictive, dangerous to job performance, or excessive.

- **Facial jewelry**, such as eyebrow rings, nose rings, lip rings, ear spreaders and tongue studs, is not professionally appropriate and must not be worn during business hours. Teeth jewelry or ornamental dental wear is not permitted.
- **Earrings:** Up to two (2) earrings per ear, which do not excessively hang down or dangle. Hoop earrings should not be larger than a quarter in size.
- **Rings** and wedding bands are permitted, two rings per hand.
- You may wear two (2) **bracelets** totaling one inch (1") in width or less, per wrist. **Watch** faces should not exceed two inches (2").
- Torso **body piercings** with visible jewelry or jewelry that can be seen through or under clothing must not be worn during business hours.

**Fingernails:** Fingernails should be clean and neatly manicured. Women's nail length should not interfere with job performance and should not exceed ½ inch in length from fingertips. Nail art is prohibited. Cooks may not wear nail polish. Male fingernail tips are not to extend beyond the tip of the finger.

**Eyewear:** Dark and/or tinted glasses may not be worn indoors, unless medically necessary. Sunglasses worn outside should be conservative in design and color.

**Hats:** Hats are not allowed unless they are part of a uniform.

**Make-up:** Make-up is allowed for women and should be tasteful and not excessive.





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**Shoes:** Shoes must provide safe, secure footing, and offer protection against hazards. Canvas or athletic type shoes are not appropriate professional attire (exception: valet). Open toe shoes are permitted for women. Toe nails must be neatly trimmed and cleaned with no chipped polish.

**Miscellaneous:** Chewing gum, eating and use of tobacco products must take place only in break rooms or other locally designated areas.

### **Additional Guidelines for Uniformed Team Members:**

Team Members must report to work each day in a clean, spotless and wrinkle-free uniform. Team Members are to maintain the uniform in good condition at all times and are not to make any alteration to the issued uniform. Team members may not deviate from established uniform dress code; replacement parts/garments are available at cost. While in uniform, Team Members are expected to be in complete uniform anywhere on property (which includes parking lot).

Outside of the casino, Team Members may not wear their uniform or any piece of the uniform as personal clothing (except travel to and from work). Do not allow anyone else to wear your uniform. In addition, department specific guidelines may apply. See your Supervisor or Manager for more details.

**Shirts:** All uniform shirts, except maternity, must be tucked in neatly unless uniform is designed otherwise.

**Jackets:** If the uniform includes a blazer and/or jacket, Team Members must wear the jacket buttoned at all times while on duty.

**Pants:** Unless otherwise specified for a particular uniform, all uniforms are to be worn with black pants. All non-issued pants must be solid black with no stripes, checks or prints and must be approved by the Wardrobe Supervisor.

**Belt:** Belts must be worn with any pants with belt loops and must be solid black leather or a leather-type fabric with no trim and no logoed or ornate belt buckle. Neither the belt nor belt buckle is to exceed more than 1 ½ inches in width.

**Closures:** All buttons and/or closures are to remain closed while on duty and in public places.

**Shoes:** Shoes must be neatly polished and in good condition. Shoes should be appropriate for the job you are performing. Shoes must be a solid black dress shoe or pump or a leather athletic shoe with no logos, insignia, buckles, colored or imprinted laces or other accessories, trim or imprint. Patent leather or cloth, cowboy boots or other type of boots, clogs, or platforms over 1 inch are unacceptable. Heels are not to exceed 3 inches in height. Beverage Servers are required to wear heels 1-3 inches in height and in black color. All Food & Beverage Team Members should wear non-slip footwear in the kitchen.



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**Undergarments:** Appropriate undergarments must be worn. Color and style may be specified for certain uniforms. Undergarments cannot be visible through the uniform. Beverage Servers will be required to wear hosiery as specified by their Manager.

**Jewelry:** Necklaces are to be concealed under the blouse or shirt and should not be visible through the blouse or shirt. Pins, jewelry or buttons may not be worn on the uniform unless authorized by the Company or allowed by law.

### **Additional Guidelines for Non-Uniformed Team Members:**

#### Business Casual Attire for Men

- Casual slacks
- Collared shirts with no ties
- Golf or polo shirt with collars
- Sweaters, cardigans, turtlenecks
- Belts, socks, loafers

#### Business Casual Attire for Women

- Casual dresses/skirts no shorter than 3 inches above the knee
- Casual slacks (ankle-length, no capris)
- Sweaters, cardigans, turtlenecks
- Golf or polo style shirts with collars
- Dressy sandals with a back strap or secured heel
- Sleeveless shirts, blouses, dresses or sweaters
- No hosiery required with skirts or dresses that are knee-length or longer or with ankle-length slacks

#### Not Acceptable (for non-uniformed Team Members)

- Shorts, city shorts, skorts, capris, miniskirts shorter than 3" above the knee
- Jeans of any color except on designated property "Jean Days"
- T-shirts
- Sneakers or athletic shoes
- Athletic style clothing
- Sweat pants/tops, wind suits or jogging suits
- Stirrup pants or leggings
- Casual sandals, flip flops, clogs, or hiking boots
- Platforms over 1 inch in height; heels in excess of 3 inches in height
- Halter tops, tube tops or anything too form-fitting, low-cut or revealing
- Hats or caps unless a part of uniform



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## **Team Member Guidance Manual**

### **707 Return of Property**

Effective Date: 5/1/2015

Team Members are responsible for items issued to them by the Company or in their possession or control, including but not limited to the following:

- Name tags
- Team Member Badge
- Equipment
- Keys
- Tools
- Uniforms
- Vehicles
- Credit cards
- Cell phones
- Company automobiles

You must also return it promptly if we ask. If you stop working, you must return all Company property immediately.

If you do not return company property and if the law allows, we may obtain reimbursement from your regular or final paycheck to cover the cost. We may also take legal action to obtain the company property.



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## **Team Member Guidance Manual**

### **708 Lost and Found/Found Money**

Effective Date: 5/1/2015

Lost and Found for the property will be stored and kept track of at TM entrance. Most items may be claimed by the team member who found it after a waiting period of 30 days, if the item has not been claimed by the owner. Items of high value such as jewelry, cell phones, and electronics may be claimed by the team member who found it after a waiting period of 90 days, if the item has not been claimed by the owner. The security manager has the right to refuse any item from being claimed. Lost and Found may be accessed at TM entrance, by a Security supervisor/Shift manager, the security administrator, or whomever the Security Director designates.

#### **General Lost and Found**

If a team member is walking either in the front of house area, back of house or in the parking lots and comes across any item that needs to be turned in to lost and found, the team member is to get the item and take it to the TM entrance immediately with the information on where you found it.

#### **Casino Lost and Found**

Any item that is found by any team member or turned in by a guest must be immediately turned over to security. Once any team member comes in contact with a lost and found item, it will need to be taken to either entrance to the casino or TM entrance) and handed over to the security officer unless the team member is in a position where they cannot leave (Cage, Pit, behind a Bar, ETC). In such a case the team member should call security dispatch and we will come get the item.

If an item is turned into security or picked up by security it will be taken directly to TM entrance with all the information (who found it, where and what the item is). The item will then be logged and put into the proper bin or in the safe.

When a guest is claiming an item they will then sign for the item on the log.

#### **Lost & Found Money**

##### **Money found on the casino floor:**

Any money (excluding TITO) found within the casino but not in or on a slot machine nor in or within a gaming or cage area is claimable by the person who found it. Money found on the casino floor must be immediately turned into the main bank window as found money. The team member should call and wait for a security officer to escort them to the main bank window, where the team member will fill out a found money form and receive a receipt. Team Members may claim found money after 30 days if the money has not been claimed or returned to its rightful owner.



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### **Money found outside the casino:**

Any money found outside the casino is claimable by the person who found it, guest or team member. The money will be transported to TM entrance, where security personnel on duty will log the money into the Lost & Found Logbook.

### **Under \$1.00**

Any money totaling \$1.00 or less is allowed to be claimed after 24 hours by the finder. The money will be logged into the Lost & Found Logbook with a control number. The finder will return after 24 hours and sign for the money and can keep it. If the finder is not the one to bring it to TM entrance, the money needs to be logged with a claim number, but the owner must be the one to pick it up from TM entrance. The money will be secured in the Lockbox located at TM entrance until the finder comes to claim it. If the finder does not claim the money after 15 days, it will be donated to the TM Assistance fund.

### **Over \$1.00**

Any money totaling more than \$1.00 is allowed to be claimed by the finder, but only after 30 days. The money will be logged into the Lost & Found Logbook with a control number. The money will then be secured in the Lockbox located at TM entrance. After the required waiting period of 30 days, the finder may come to TM entrance to claim the money. After 30 days, the finder will have 7 days to pick up the found money. After 7 days, the money will be donated to the Team Member Assistance fund.

### **TITO:**

Team members are permitted to pick up TITO's. If a team member finds TITO's, the team member should call and wait for a security officer to escort them to the main bank window, where the main bank will collect necessary information for processing.

TITO's and unredeemed credits left on an EGD, and any unredeemed tickets will be considered unclaimed property and will not be returned to team member.

### **Claiming Lost and Found Items**

If a guest wishes to claim a lost and found item, security should be contacted. Security will take all of the guest information and bring the item to the guest. Guest shall not be escorted to TM entrance to claim a lost and found item. If for some reason a team member is unable to leave their work area to claim a lost and found item, security will take all the team members information and return the item to the team member.



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**Team Member Guidance Manual**  
**709 Security Inspections**

Effective Date: 5/1/2015

We strive to have a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. We prohibit the possession, transfer, sale, or use of these materials on our premises.

We may provide you with desks, wardrobe bags, and other storage devices for your convenience but these are always the sole property of the Company. Because they are our property, we may allow our representative or authorized agents to inspect them at any time, either with or without advance notice to you. We may also inspect any items that we find inside them.

We also want to discourage theft and the unauthorized possession of property that belongs to our Team Members, the Company, visitors, and guests. To help enforce this policy, we may require inspection of Team Members and other persons who enter or exit our premises as well as any packages or other belongings they carry with them. This may include inspection of your personal vehicle parked on company property.



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## **Team Member Guidance Manual**

### **710 Tip Compliance**

Effective Date: 5/1/2015

All team members who receive more than \$20.00 per month in tips are required by the IRS to report those tips to the Company. To report daily tips, team members are required to enter the amount of tips earned into the Kronos time clock.

When receiving your paycheck or stub, it is your responsibility to verify that you entered the correct amounts into the system. These reports will be monitored to ensure compliance and will be kept confidential. Any variances should be reported to Payroll immediately. Any Team member not reporting tips will be subject to disciplinary action up to and including separation of employment.



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## **Team Member Guidance Manual**

### **711 Drug & Alcohol Testing**

Effective Date: 5/1/2015

We are committed to making our workplace a safe, efficient, and productive work environment for all Team Members. There can be serious safety and health risks if a Team Member uses or is under the influence of drugs or alcohol on the job.

Drug/alcohol testing will be conducted in accordance with applicable state and federal law, and will be administered under the following conditions:

- Post-offer/pre-placement as a condition of employment;
- When a Team Member's observed behavior raises a reasonable suspicion of drug or alcohol use resulting in impairment or unsafe practice on the job; or
- After any accident or occurrence that results in an injury on the job as defined by the Occupational Safety and Health Administration; after any vehicular accident involving a company vehicle or on company time.

Refusal to submit to drug and/or alcohol testing may result in disciplinary action, up to and including termination.





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## Team Member Guidance Manual

### 712 Discipline & Performance Improvement

Effective Date: 5/1/2015

Our philosophy is to offer good leadership and fair supervision at all employment levels. The purpose of this policy is to state our position on administering equitable and consistent consequences for unsatisfactory performance in the workplace.

The Company's own best interest lies in ensuring equitable treatment of all Team Members and in making certain that disciplinary actions are prompt, uniform, and impartial. The purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the Team Member for improvement in future performance.

Progressive Discipline consists of three separate ladders:

- Conduct & Work Rules Violation/Substandard performance
- Attendance
- Variances

Although your employment is based on mutual consent, both the Team Member and employer have the right to end employment at will, with or without cause or advance notice, the Company may use the following disciplinary steps at its discretion.

Disciplinary action may call for any of four steps (depending on the severity of the action and the number of occurrences):

1. Documented Verbal Coaching
2. Written Warning
3. Suspension / Final Written Warning
4. Termination

There may be circumstances when one or more steps are repeated or skipped.

Prior to issuing any of the above actions, the following steps should be taken:

- **Obtain the facts:** Supervisor should obtain the full facts, including talking to all Team Members and witnesses involved.
- **Document findings:** Supervisor should document all findings and obtain written statements from all Team Members involved, with the assistance of an HR representative.
- **Issue Discipline:** Supervisor should conduct the disciplinary discussion and obtain the Team Member signature.

Each Team member's history is reviewed on a 12-month "rolling calendar". The definition of a "rolling calendar" is looking back at the most recent twelve (12) months. However, all documentation of disciplinary actions taken will be made part of the Team Member's permanent HR file.



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We recognize that there are certain types of Team Member actions or behaviors that are serious enough to justify either a suspension or immediate termination, without going through the usual disciplinary steps.

By using the discipline steps, we hope that most Team Member problems can be corrected at an early stage, benefiting both the Team Member and the Company.

Progressive Discipline typically addresses violations of specific policies or procedures that need to be corrected immediately. Action Plans are used to address substandard performance which requires time for improvement.



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## **Team Member Guidance Manual**

### **713 Problem Resolution**

Effective Date: 5/1/2015

The Company encourages an open and truthful atmosphere in which any problem, complaint, suggestion, or question receives a timely response from the Company's Supervisors and Management.

Our goal is to ensure equitable treatment of all Team Members. We expect Supervisors, Managers, and Team Members to treat each other with mutual respect. We encourage Team Members to give positive and constructive feedback to each other.

If you disagree with the Company's rules of conduct, policies, or practices, you can state your concerns through the problem resolution procedure described in this policy. You will not be retaliated against for making a complaint as long as you do it in a reasonable, business-like manner. You will also not be penalized for using this problem resolution procedure.

If a situation occurs when you believe that a condition of employment or a decision that affects you is not fair, you are encouraged to use the following problem resolution steps. You may stop the process at any step.

1. You present the problem in writing to your Supervisor after the incident occurs. If your Supervisor is unavailable or you believe it would be inappropriate to discuss it with your Supervisor, you may present the problem to the department Manager, Director, or Vice President.
2. Your department leadership will respond to the problem in writing.
3. If the problem is still not resolved, you may present the problem in writing to the Human Resources Department.
4. The Human Resources Department will counsel and advise you, which includes assisting you with meeting with your department leaders and, if necessary, directing you to the General Manager.
5. If all other avenues have not resolved the issue, you may present the problem in writing to the General Manager in writing.
6. The General Manager will review and consider the problem. The General Manager will inform you of the decision and forward a copy of the written response to the Human Resources Department for your file. The General Manager has full authority to make any adjustment that is determined to be appropriate to resolve the problem.

Not every problem can be resolved to everyone's total satisfaction. However, we believe that honest discussion and listening to each other will build confidence between Team Members and Management and help make Plainridge Park Casino a better place to work.



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## **Team Member Guidance Manual**

### **Plainridge Park Casino Lingo**

#### BOH

- ◆ Team Member back of house areas.

#### Orientation

- ◆ New Hire Orientation was designed to ensure newly hired Team Members are introduced to Plainridge Park Casino Columbus culture, Core Values and as well as our service culture.

#### Corporate

- ◆ Penn National Gaming Headquarters – located in Wyomissing, PA.

#### Core Values

- ◆ The guiding principles for the Plainridge Park Casino property
  - ♣ Legendary Customer Service
  - ♣ Continuous Improvement
  - ♣ Community
  - ♣ Stay Humble
  - ♣ Have Fun

#### Direct Deposit

- ◆ Paychecks are made through direct deposit only. To enroll, visit ESS at [www.mypngaming.com](http://www.mypngaming.com).

#### ESS

- ◆ Team Member Self Service website at [www.mypngaming.com](http://www.mypngaming.com).

#### EVS

- ◆ Environmental Services Department, responsible for cleaning the facility.

#### Exempt Team Members

- ◆ Salaried Team Members.

#### Eye in the Sky

- ◆ Overhead surveillance cameras used to monitor gaming activity on the casino floor.

#### F&B

- ◆ Food and Beverage.

#### Floor

- ◆ The general gaming area in a casino.

#### Front of House

- ◆ Areas open to the public.

#### TDR

- ◆ Team Member dining room.



PLAINRIDGE PARK  
CASINO

## **Team Member Guidance Manual**

### I.T.

- ◆ Information Technology – the area that takes care of all our computers.

### Kronos

- ◆ Time and Attendance system.

### Light Duty

- ◆ Team Members who are injured and cannot fully perform the duties in their current position may be assigned to light duty.

### LOA

- ◆ Leave of Absence. There are several types of Leaves of Absence provided by the Company. These include Bereavement Leave, Family/Medical Leave, Personal Leave, and Military Leave.

### Market Share

- ◆ This term represents the amount of business Plainridge Park Casino receives out of the total gaming business received in our local gaming market.

### Marquee Rewards

- ◆ Player's Card used to track play for rewards and direct mail purposes. Players insert their card into a slot machine reader box or present it to the dealer or supervisor when playing table games. This card can be used at many Penn locations including Hollywood Toledo and Hollywood Lawrenceburg and entitles the player to recognition and rewards/cash back based on their tracked play. Comps can be awarded up front based on previous play.

### Non Exempt Team Members

- ◆ Hourly Team Members.

### Open Door Policy

- ◆ Team Members are encouraged to follow their department chain of command, but may talk to any member of management or Human Resources.

### OT

- ◆ Overtime.

### PTO

- ◆ Paid Time Off.

### Player Services (CAGE)

- ◆ The casino cage (where all the money is).

### Responsible Gaming

- ◆ The Company's role in educating Team Members and guests about pathological gaming, underage gambling, unattended children, and responsible alcohol service. Brochures are available on the casino floor.

### Speak Up!

- ◆ 1-800-555-5555 is a toll-free hotline established for Team Members, vendors or guests to report illegal, unethical or unsafe behavior.

## **CODE OF BUSINESS CONDUCT PENN NATIONAL GAMING, INC.**

(as amended March 27, 2015)

### **INTRODUCTION**

The reputation and integrity of Penn National Gaming, Inc. and its subsidiaries (the "Company") are valuable assets that are vital to the Company's success. This Code of Business Conduct ("Code") covers a wide range of business practices and procedures. It does not cover every issue that may arise, but rather it sets out basic principles to guide all employees, officers and directors of the Company (collectively referred to as "employees"). All of our employees, officers and directors are responsible for conducting the Company's business in a manner that demonstrates a commitment to the highest standards of integrity and, accordingly, we must all seek to avoid even the appearance of improper behavior.

No code of conduct can replace the thoughtful behavior of an ethical employee. The purpose of this Code is to

- focus employees on areas of ethical risk,
- provide guidance to help employees recognize and deal with ethics issues,
- provide mechanisms for employees to report unethical conduct,
- foster among employees a culture of honesty and accountability, and
- ensure protection against retaliation for employees who engage in conduct encouraged by this Code.

Dishonest or illegal conduct will constitute a violation of this Code, regardless of whether the conduct is specifically addressed in the Conduct section of the Code.

The Company's Board of Directors (the "Board") and the Company's management has designated a Chief Compliance Officer (the "Chief Compliance Officer") for the administration of the Code. The Chief Compliance Officer can be reached at 610-373-2400. In addition, each property has access to a local compliance officer (the "property compliance officer") who will assist the Chief Compliance Officer with the administration of this Code.

Questions regarding the application or interpretation of the Code of Conduct are to be expected. Employees should feel free to direct questions to the Chief Compliance Officer or their property compliance officer. The Chief Compliance Officer is also responsible for conducting or directing the investigation of alleged Code violations under the oversight of the Audit Committee of the Board (the "Audit Committee") or as directed by the Company's Compliance Committee (the "Compliance Committee"). The Chief Compliance Officer will provide timely reports to the Audit Committee and the Compliance Committee of the Board as material events transpire on matters such as suspected violations of the Code, status of inquiries and investigations, requested waivers to the Code and enforcement of the Code.

## **REPORTING VIOLATIONS**

### **A. Reporting Violations**

The Company expects employees who observe, learn of, or, in good faith, suspect a violation of the Code, to immediately report the violation to the Chief Compliance Officer or the property compliance officer. **Employees may also report violations of the Code any time of the day by calling the Company's toll-free number (877-864-9164) or via the internet at [www.reportlineweb.com/pennnational](http://www.reportlineweb.com/pennnational).** These calls and internet reports are handled by a third party provider and treated anonymously if requested. All managers and supervisors are required to enforce this Code and are not permitted to condone violations. Reported violations will be investigated and addressed promptly. The investigation will be handled discreetly and the information will be disclosed to others only on a need to know basis and as required by law. An employee who violates the Code may be subject to disciplinary action, up to and including separation of employment, depending on the severity of the violation. Except as described below, the investigation of an alleged Code violation shall be handled by the Chief Compliance Officer in conjunction with other Company personnel.

The Company recognizes the potentially serious impact of a false accusation. Employees are expected as part of the ethical standards required by this Code to act responsibly in reporting violations. Making a complaint without a good faith basis is itself a violation of the Code. Any employee who makes a complaint in bad faith will be subject to disciplinary action, up to and including separation of employment.

### **B. Special Procedures for Reporting/Investigating Complaints Regarding Accounting, Internal Accounting Controls and Auditing Matters**

A special procedure exists for the good faith reporting of suspected violations of this Code arising out of questionable accounting, internal accounting controls or auditing matters. These topics include alleged violations concerning full and fair reporting of the Company's financial condition. **In these cases, an employee has the right to submit a complaint in a confidential, anonymous manner or with his or her name to the Company's Audit Committee by way of the toll free number (877-864-9164), via the internet at [www.reportlineweb.com/pennnational](http://www.reportlineweb.com/pennnational) or by contacting the Chief Compliance Officer (610-373-2400).** The complaint can also be made in written form and should provide sufficient information so that a reasonable investigation can be conducted. Written complaints should be addressed to the Chief Compliance Officer, Penn National Gaming, Inc., 825 Berkshire Boulevard Wyomissing, PA 19610. Investigations involving this specific subject matter shall be handled by the Chief Compliance Officer with oversight by the Audit Committee.

### **C. Prohibition on Retaliation**

Employees, who report violations or suspected violations in good faith, as well as those who participate in investigations, will not be subject to retaliation of any kind.

Retaliation, which will be broadly construed, is generally defined as the use of authority or influence for the purpose of interfering with, or discouraging a report of, a violation of the Code or an investigation of an alleged Code violation.

If you believe a Company employee has retaliated against you because of your report, you should immediately report your concern. A complaint of retaliation can be filed under the existing Company complaint resolution procedures or grievance procedures with a copy sent to the Chief Compliance Officer and the Company's Senior Vice President of Human Resources or by calling either of the phone numbers listed previously. If the complainant is an applicant for employment or any employee who does not have a complaint resolution procedure available for

some other reason, the complainant may file the complaint with the Senior Vice President of Human Resources.

#### **D. Waivers of the Code**

It is the expectation of the Company that waivers of the Code will rarely be requested or granted. In the event an individual wishes to request a waiver of a provision of the Code, this must be submitted in writing to the Chief Compliance Officer. The Chief Compliance Officer will review the request and consult with the Company's General Counsel. The determination will be reported to the Board or Audit/Compliance Committee.

As outlined above, approved waivers of the Code can only be granted by the Chief Compliance Officer. Approved waivers for members of the Board and named executive officers can only be granted by the Board or Audit Committee, and must be promptly disclosed by the Company upon approval as required by law or regulation. No waiver will be given if such a waiver would violate applicable laws or stock exchange regulations.

#### **E. Other Company Policies**

This Code should be read in conjunction with the Company's other policy statements addressing dishonest, illegal or unethical conduct, such as the timekeeping, insider trading, harassment, and drug and alcohol policies. All employees will receive a copy of the Code. The Conduct section of the Code (below) describes certain improper conduct specifically prohibited by the Code. However, each employee must bear in mind that the conduct listed below is not intended to be a comprehensive list of improper conduct.

### **CONDUCT**

#### **A. Violations of Law**

A variety of government laws, rules and regulations apply to the Company and its operations, and some carry criminal penalties. These laws include, without limitation, gaming and pari-mutuel regulations, anti-trust laws, securities laws, the U.S. Foreign Corrupt Practices Act, workplace discrimination laws, workplace safety laws, drug laws and privacy laws. Examples of criminal violations of the law include: stealing, violence in the workplace, illegal trading of Company stock, bribes and kickbacks, embezzling, misapplying corporate or guest funds, using threats, physical force or other unauthorized means to collect money; making a payment for an expressed purpose on the Company's behalf to an individual who intends to use it for a different purpose; or making payments, whether corporate or personal, that are intended to improperly influence the judgment or actions of political candidates or government officials in connection with any of the Company's activities. In sum, employees must obey all applicable laws. The Company has express authority to report suspected criminal violations to the appropriate authorities for possible prosecution, and will investigate and address as appropriate, non-criminal violations.

#### **B. Conflicts of Interest**

Generally, a conflict of interest occurs when an employee's (or his/her relative's) personal business interest interferes with, has the potential to interfere with, or appears to interfere with the interests or business of the Company. A conflict of interest can occur or appear to occur in a wide variety of situations including those described below. Any conflict or potential conflict must be disclosed to the Company as early as possible in advance of the transaction or situation involving the conflict.



### **1. Personal Interest in a Transaction**

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which the Company wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact the Chief Compliance Officer for more information or questions about conflicts of interest.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative of such employee as a result of the Company's business dealings or in a situation making it difficult for the employee to perform their duties. For the purposes of the Code, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any real or apparent influence on transactions such as purchases, contracts, or leases, it is imperative that the employee discloses such actual or potential conflicts to the Chief Compliance Officer or the property compliance officer as soon as possible so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which the Company does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the Company. The receipt of a gift in excess of \$300 in value, or multiple gifts from the same party that exceed an aggregate value of \$500 per calendar year, must be reported to the Chief Compliance Officer or a property compliance officer.

### **2. Outside Activities/Employment**

An employee may hold a job with another company as long as he or she notifies the Company and satisfactorily performs his or her job responsibilities with the Company. All employees will be judged by the same performance standards and will be subject to the Company's scheduling demands, regardless of any existing outside work requirements.

If the Company determines that an employee's outside work interferes with performance or the ability to meet the requirements of the Company as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with the Company.

Any outside activity, including employment, should not reduce the time and attention employees devote to their corporate duties, should not adversely affect the quality or quantity of their work, and should not make use of Company equipment, facilities, or supplies, or imply (without the Company's approval) the Company's sponsorship or support. In addition, under no circumstances are employees permitted to compete with the Company or take for themselves or their family members' business opportunities that belong to the Company that are discovered or made available by virtue of their positions at the Company. Outside employment will present a conflict of interest if it has any adverse impact on the Company.

### **3. Civic/Political Activities**

Employees are encouraged to participate in civic, charitable or political activities so long as such participation does not reduce the time and attention they are expected to devote to their company-related duties or cast the Company in a negative light. Such activities are to be conducted in a manner that does not involve the Company or its assets or facilities, and does not create an appearance of Company involvement or endorsement (except with written approval of the Company). Finally, given the highly regulated nature of the Company, these activities must be done in a manner consistent with applicable law.

### **4. Loans to Employees**

The Company will not make loans or extend credit to or for the personal benefit of officers or directors, except as permitted by law. Loans or guarantees may be extended to other employees only with Board approval. Employees may not extend or accept a personal loan to or from a customer or vendor of the Company. For clarity, the advancement of funds for approved Company business, such as travel advances, is permitted.

### **C. Proper Use of Company Assets**

Employees have a duty to protect Company assets and promote their efficient use. Theft, carelessness and waste have a direct impact on the Company's profitability. Employees should take measures to prevent damage to and theft or misuse of Company property. When you leave the Company, all Company property must be returned to the Company. Except as specifically authorized, Company assets, including equipment, materials, resources and proprietary information, must be used for business purposes only. Notwithstanding, an employee who has been granted access to use the Company's email system may use it for personal reasons during non-working time, provided that the use does not violate other Company policies or result in overload of the system due to excessive use. Moreover, incidental personal use of equipment such as computers, telephones, mobile devices, and office supplies is permitted provided that the use does not violate other Company policies or negatively affect Company operations due to excessive use. Employees should not consider the use of Company assets to be subject to personal privacy. The Company reserves the right to monitor employee usage for legitimate business purposes.

### **D. Delegation of Authority**

Each employee, and particularly each of the Company's officers, must exercise due care to ensure that any delegation of authority is reasonable and appropriate in scope, and includes appropriate and continuous monitoring.

### **E. Handling Confidential Information and Public Communication**

Employees should observe the confidentiality of information that they acquire by virtue of their positions at the Company, including information concerning development plans, merger and acquisition opportunities, guests, marketing strategy, technical information, suppliers, pricing information, employees' social security numbers, employees' bank account information, employees' medical information, and other confidential information that provides a competitive advantage to the Company, except where the Company expressly approves in writing disclosure or the disclosure is otherwise legally mandated. Special sensitivity is accorded to financial information, which should be considered confidential except where the Company approves disclosure, or the disclosure is otherwise legally mandated. Some employees may be required to sign a non-disclosure agreement. Only designated employees may speak to third parties, such as investors, analysts or the media, on behalf of the Company. The obligation to preserve the confidentiality of Company information continues indefinitely even after employment or affiliation with the Company ends.

#### **F. Employees Who Handle or Have Access to Financial Information**

In addition to any other applicable laws dealing with financial information, financial reporting, internal accounting controls, auditing matters or public disclosure, the Company requires that any employees involved in financial reporting, internal accounting controls, auditing or public disclosure or with access to such information follow the highest ethical standards, including the following guidelines:

- Act with honesty and integrity and avoid violations of the Code, including actual or apparent conflicts of interest with the Company in personal and professional relationships.
- Disclose to the Chief Compliance Officer any material transaction or relationship that reasonably could be expected to give rise to any violations of the Code, including actual or apparent conflicts of interest with the Company.
- Provide the Company's other employees, consultants, and advisors with information that is accurate, complete, objective, relevant, timely, and understandable.
- Endeavor to ensure full, fair, timely, accurate, and understandable disclosure in the Company's periodic reports and in other public communications.
- Act in good faith, responsibly, and with due care, competence and diligence, without misrepresenting material facts.
- Respect the confidentiality of information acquired in the course of Company work. Confidential information acquired in the course of Company work must not be used for personal advantage.
- Proactively promote ethical behavior among peers in your work environment.
- Exercise responsible use of and control over all assets and resources employed or entrusted to you.
- Record or participate in the recording of entries (such as expenses, billing information, and hours worked) in the Company's books and records information that is accurate to the best of your knowledge.
- Not fraudulently induce, coerce, manipulate, or mislead any internal or external auditor or accountant.
- Report to the Chief Compliance Officer any dishonest, unethical, or misleading conduct that could impact the accuracy of the Company's financial reporting.

#### **G. Insider Trading**

The stock of our Company is publicly traded. As a result, a number of laws regulate the purchase and sale of Company stock by employees, officers and directors. Employees who have access to confidential Company information are not permitted to use or share that information for stock trading purposes or for any other purpose except the conduct of our business and in strict conformance with all applicable laws and SEC regulations. All non-public information about the Company should be considered confidential information (especially financial projections and results, merger and acquisition discussions, marketing strategies, and legislative strategies). To use non-public information for your own personal financial benefit or to "tip" others who might make an investment decision on the basis of this information is not only unethical but also a violation of civil and criminal law (which may include fines and imprisonment). If you have any questions concerning the purchase or sale of Company stock, please consult the General Counsel at (610) 373-2400.

#### **H. Anti-Corruption Compliance Policy**

In addition to the above requirements, the Company also requires that all employees comply with the Company's "Anti-Corruption Compliance Policy". This policy addresses the U.S. Foreign Corrupt Practices Act, which prohibits giving anything of value, directly or indirectly, to officials of foreign governments or foreign political candidates in order to obtain or retain business. It is strictly prohibited to make illegal payments to government officials of any country. In addition, the U.S. government has a number of laws and regulations regarding business gratuities which may be accepted by U.S. government personnel. The promise, offer or delivery to an official or employee of the U.S. government of a gift, favor or other gratuity in violation of these rules would not only violate Company policy but could also be a criminal offense. State and local governments, as well as foreign or Tribal governments, may have similar rules. The Chief Compliance Officer or General Counsel can provide guidance to you in this area.

**EXHIBIT 23B-2**

Plainridge is a founding member of the Massachusetts Partnership for Responsible Gambling. The Partnership is an alliance of the Massachusetts Council on Compulsive Gambling, other problem gambling experts and gambling industry leaders. The Partnership is committed to increasing public awareness of problem gambling, encouraging programs for education and prevention, and promoting responsible gambling policies and practices in the Commonwealth. The Partnership is comprised of a variety of state and industry leaders, including officials from casinos, racetracks, the Massachusetts State Lottery and the Massachusetts Council on Compulsive Gambling. The Partnership's goals are to identify best practices in national and international responsible gambling programs, and to serve as a forum to share information on responsible gambling practices. Plainridge Racecourse will continue to participate in the Partnership and support its goals.

Attached as **Exhibit 23B-2** is Plainridge Park Casino's responsible gaming program providing a detailed description of the responsible gaming policies, procedures and practices are implemented at Plainridge. The program is designed to not only cover the casino aspects of Penn National's Plainridge Park Casino but will also apply to racing operations at the facility as is the case at all Penn National operated race tracks. All employees at Plainridge Park Casino including the Racing Departments have taken responsible gambling training.



PLAINRIDGE PARK  
—CASINO—

**GameSense**

# Responsible Gaming Program

May 19, 2015

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<b>Exhibit #</b>	<b>Topic</b>
1.	Responsible Gaming Training Program
2.	Responsible Gaming Brochure
3.	Property Only Personal Financial Restriction Enrollment Form

## **I. Introduction**

As a casino and racetrack operator in the Commonwealth of Massachusetts, Plainridge Park Casino is in the business of providing casino and pari-mutuel racing entertainment. We are proud of the industry we represent and are pleased that gaming has become a true form of acceptable adult entertainment.

Most casino and racetrack patrons see gaming for what it is – simply a form of entertainment. They make informed choices about how much and how often they gamble and play within their means and without neglecting their other responsibilities. We recognize however, that not all people are able to manage their gambling responsibly. Some patrons have problems controlling their behavior, and we recognize this as being an extremely important issue ethically and on a business level. Therefore, Plainridge Park Casino has developed this Responsible Gaming Program. It is designed to provide programs and policies that promote healthy and informed gambling and that provide resources and help to those individuals who need it. Our intention is to assist in creating an environment that meets the needs of a broad range of customers, including individuals and their family members who are adversely affected by problem gambling behavior. We want to ensure that an appropriate level of awareness relating to responsible gaming is maintained throughout the property and with its key contractors, so that responsible gaming is made an integral part of daily operations.

Massachusetts is the first state in the U.S. which will have a Responsible Gaming Center known as the Game Sense Information Center at all casinos in the state including Plainridge Park. It is also the first state to mandate that the casino management system and each slot machine be equipped with technology to allow a patron to set voluntary limits on their slot gaming activity. Further information on these initiatives are described further down in this document.

## **II. Goals of the Program**

The Program's goals are:

- A. Minimize harm from gambling to individuals, families, and communities while serving the good of the Commonwealth and gaming licensees.
- B. Promote informed player choice, positive play and best responsible gaming practices to help customers maintain a healthy and enjoyable gambling experience.
- C. Incorporate responsible gaming principles in new and emerging technology.
- D. To enhance awareness of the issues of problem gambling, intoxicated gambling and gambling by underage, excluded and voluntarily excluded individuals for team members and patrons;
- E. To facilitate access to information and to provide education regarding problem gambling and treatment; intoxicated gambling; and gambling by underage and



voluntarily excluded individuals including information regarding the placement of an individual on the State's voluntary exclusion list;

- F. To establish procedures designed to reduce the chance that an individual with a gambling problem will wager at the facility;
- G. To establish procedures designed to prevent underage, visibly intoxicated, excluded and voluntarily excluded individuals from wagering at the facility either in the casino or at the racetrack;
- H. To establish procedures to ensure that underage, excluded and voluntarily excluded individuals do not receive check cashing or credit privileges; are not issued a player card or sent marketing material; do not receive any service, item or discount; and do not collect any winnings or recover any losses as a result of any gaming activity at Plainridge Park Casino; and
- I. To establish procedures designed to prevent parents from leaving children unattended and to ensure the safety of any unattended children located within the facility or otherwise on the grounds of Plainridge Park Casino.

### **III. Timetable to Implement**

This Responsible Gaming Program shall be effective at the start of gaming operations with all newly hired team members trained in orientation within 15 days of their start date. Plainridge Park Casino will conduct annual refresher responsible gaming training for all team members.

### **IV. Individuals Responsible For Implementation and Maintenance of Plan**

Plainridge Park Casino shall establish a Responsible Gaming Committee with the VP/General Manager acting as Chairman. The Responsible Gaming Committee is comprised of the following members:

- A. VP/General Manager (Chairman)
- B. VP of Operations
- C. VP of Human Resources
- D. Director of Security
- E. Director of Food & Beverage
- F. VP of Finance/CFO
- G. Compliance Manager
- H. VP of Marketing
- I. Internal Audit Manager
- J. Player Services Manager
- K. Surveillance Manager
- L. Mutuel Manager

Any other personnel the VP/General Manager believes to be necessary to accomplish the goals of the program will be included on the Committee on an ad-hoc basis.

## V. Game Sense Program Branding



In order to maximize the acceptance of the program by the public and to provide a unified responsible gaming message throughout the Commonwealth, Plainridge Park Casino will brand its responsible gaming program with the Game Sense brand. The responsible gaming center will be branded as the Game Sense Information Center and responsible gaming related collateral will, where practical, include the Game Sense logo.

The Game Sense brand is designed to promote positive play, provide players with information to help them make more informed choices and to encourage safe playing for our customers and peace of mind with the general public. It is designed to be welcoming, approachable, genuine and helpful so as to encourage customers and employees to understand the issue of problem gambling.

## VI. Changes to the Program

The Responsible Gaming Committee of Plainridge Park Casino will continue to refine the program as necessary subject to approval of the Massachusetts Gaming Commission (MGC).

## VII. Specific Duties Related to the Responsible Gaming Plan

The following departments/positions or their designees shall be responsible for the implementation of the plan as follows:

- A. **Responsible Gaming Committee** – Develops and implements the Responsible Gaming Program. The Committee monitors compliance, prepares quarterly reports concerning the program and continues to evaluate its effectiveness and authorizes changes to the program as necessary and subject to MGC approval.
- B. **Compliance Manager** – Provide general oversight of the responsible gambling program and act as the primary contact person for the MGC on issues related to responsible gaming and this program. The Compliance Manager, working with other departments, will gather data and provide reports and statistics to management and the MGC that measure the usage of various responsible gaming programs and evaluates the overall effectiveness of them.
- C. **VP of HR** – Responsible for ensuring that all newly hired team members receive responsible gaming training. Ensures that all existing team members receive refresher responsible gaming training annually.

- D. **VP of Marketing** – Ensures that all individuals who have requested voluntary exclusion, financial restrictions or mail/marketing restrictions as well as those who have been placed on the exclusion list are properly entered into appropriate databases and that no marketing material be directed at excluded and self-excluded persons or to persons who have requested no mail or marketing restrictions.
- E. **IT Manager** – Assigns relevant team members access to the player tracking system and other relevant databases as needed to allow such team members to determine if an individual is on any exclusion, voluntary exclusion or marketing/financial restrictions list. Understands and manages the technical aspects of the play management system.
- F. **Slot Team Members** – The Slots Department is responsible for attempting to recognize excluded and voluntarily excluded persons, identification of underage and visibly intoxicated individuals and the prevention of underage and visibly intoxicated gaming. It is also responsible for checking for exclusion or voluntary exclusion status before paying any hand paid jackpot of \$1,200 or more.
- G. **Cage Team Members** - The Cashier's Cage is responsible for attempting to recognize individuals who are underage or who are on the exclusion and voluntary exclusion lists attempting to conduct a cage transaction. Cage team members are responsible for checking for exclusion, voluntary exclusion or financial restrictions status before issuing credit, cashing a check/negotiable instrument, completing a credit card cash advance or issuing a players card. Cage team members shall also provide information to patrons signing up for a player card (or who later ask) about the play management technology available to all slot players which will allow them to set time or dollar limits to their slot play.
- H. **Surveillance Team Members** - Surveillance is responsible for the electronic monitoring of all gaming areas and limited portions of the food and beverage areas in the facility. The Surveillance Manager and all surveillance personnel are responsible for monitoring covered areas for visibly intoxicated individuals, individuals appearing under the age of 21 who are on the gaming floor and/or are engaged in gaming activities and visual identification of excluded and voluntarily excluded individuals.
- I. **Security Team Members** – The Security Department is responsible for the enforcement and reporting of operational efforts which relate to the prevention of underage gambling, intoxicated gambling and gambling by excluded and voluntarily excluded individuals. This includes identifying and removing visibly intoxicated, underage, excluded and voluntarily excluded individuals from the casino facility. Security team members will receive enhanced training on Responsible Gaming matters to include specific procedures for signing up patrons for the various responsible gaming options offered. Security will respond to any calls received concerning patrons who have asked for assistance or who are exhibiting behaviors disruptive to others, displaying emotional distress, or showing symptoms of fatigue or medical need.

- J. **Game Sense Advisor** – Daily from 10 am to 2 am, a Games Sense Advisor will staff the Game Sense Information Center to provide responsible gaming advice and resources to patrons, employees and their family members and can register individuals for statewide self-exclusion and financial restrictions. The Game Sense Advisors may also provide initial responsible gaming training and annual refresher training to team members. Game Sense Advisors are not employees of Plainridge Park Casino. They are employees of Massachusetts Council on Compulsive Gambling (MCCG). The MCCG is a private, non-profit agency dedicated to providing leadership to reduce the social, financial, and emotional costs of problem gambling, and to promote a continuum of prevention and intervention strategies including: information and public awareness, community education and professional training, advocacy and referral services for problem gamblers, their loved ones and the greater community.
- K. **Marketing Team Members** - The Marketing Department is responsible for ensuring that no individuals who are underage or who are on the excluded or voluntarily excluded lists receive player club privileges or direct mail marketing materials. Responsible for preventing casino or racetrack marketing mail from being sent to individuals who have requested to receive no mail. Marketing Team members shall also provide information to patrons signing up for a player card (or who later ask) about the information and programs available at the Game Sense Information Center as well as play management technology available to all slot players which will allow them to set time or dollar limits to their slot play. Marketing team members responsible for developing advertising and marketing programs are responsible for maintaining compliance with the provisions of this Program's responsible marketing guidelines as discussed in Section XVI.
- L. **Food and Beverage Team Members** - The Food and Beverage Department is responsible for preventing the serving of alcohol to visibly intoxicated and underage individuals and for notifying the Security Department to prevent persons from gaming after having been determined to be intoxicated. Food & Beverage team members who serve alcoholic beverages and their immediate supervisors shall be TIPS certified.
- M. **Mutuel Team Members** – Mutuel team members are responsible for attempting to recognize excluded and voluntarily excluded persons, identification of unattended children and intoxicated individuals and preventing wagers by persons under the age of 18 or persons who are visibly intoxicated.
- N. **All employees** – All employees should be on the lookout to customers asking for assistance, exhibiting behaviors disruptive to others, displaying emotional distress, or showing symptoms of fatigue or medical need. If safe to do so, the employee should stay with such a person and immediately notify (or have someone notify) security. A Game Sense Advisor should also be notified if it is suspected that the matter may have a problem gambling component. If possible discretely give details of what has been observed. Additionally, all team members will be familiar with the location of information concerning informed choice and responsible

gaming in the casino and at the Game Sense Information Center and will be able to direct patrons to that information.

### **VIII. Problem Gambling Policies, Procedures and Programs**

Team members are advised through the Responsible Gaming Training Program (see **Exhibit 1**) of the following topics related to problem gambling:

- Description of the nature and prevalence of problem gambling and how this has changed over time;
- Typical levels of gambling involvement and behavioral characteristics and warning signs associated with problem gamblers;
- Programs available to help problem gamblers including a description of the services, resources and programs offered at the Game Sense Information Center;
- Appropriate response to someone overtly inquiring about problem gaming matters;
- Appropriate response to someone who does not overtly request assistance but who is suspected of having a gambling problem.
- Description how and where self-exclusion and financial/marketing restrictions lists are maintained.
- Team member responsibility for preventing self-excluded persons from gambling or engaging in any casino related transactions
- Team member responsibility for preventing a financially restricted patron from accessing casino credit, check cashing or credit card advances and preventing a person who has asked to be restricted from receiving marketing material from being sent such material.

Plainridge Park Casino, working in conjunction with the Game Sense Information Center staff, will make sure that information and resources concerning problem and at-risk gambling will be available to patrons and their families. Plainridge Park Casino has established the following programs and information resources to assist patrons who are struggling with gambling issues in their lives:

- A. **Responsible Gaming Brochure/Toll Free Helpline** – A series of brochures has been developed that discusses healthy gambling and that describes the signs and symptoms that may be indicative of a gambling problem (see **Exhibit 2**). A patron can review these brochures to understand gambling better and to help them determine if their gambling activity has crossed the line from entertainment to at-risk or problem gambling. One of the most important elements of the brochures, however, is the toll free gambling helpline. This is the number that an individual can call to receive more detailed information as well as a referral to a certified problem gambling counselor and/or information on support groups. Help is available 24 hours a day, 365 days a year. Brochures will be available at the Game Sense Information Center, all ATMs, the cage, credit issuance locations, the security desk, and at other areas around the property. All team members must be familiar with the brochures and must know where they are located. Team members are to offer a copy of the brochure to any patron who inquires about problem gambling issues and offer to escort the person to the Game Sense Information Center or security if the Game Sense Information Center is not staffed. If a team member cannot leave their post, they should call either security or the Game Sense Advisor to respond to their position. If the patron does not want an escort or does not want to talk to anyone, they should be directed to the Game Sense Information Center where they can find additional information.
- B. **Statewide Voluntary Self-Exclusion Program** – Voluntary exclusion programs are designed to allow a patron to restrict themselves from being able to access casino and racetrack areas. The Commonwealth of Massachusetts operates a voluntary self-exclusion program which allows an individual to request exclusion from all casinos in Massachusetts. Persons enrolled in the Massachusetts Voluntary Self-Exclusion Program will also be excluded from both casino and racing areas of the facility.

A person may enroll in the Statewide Voluntary Self-Exclusion Program through a designated agent at the Game Sense Information Center or, if the Game Sense Information Center is not staffed, by a MGC Agent stationed at the property. If both the Game Sense Advisor and MGC Agent are unavailable then a property security supervisor can enroll a person. Other enrollment locations may also be designated. An employee who encounters any patron or other person requesting information on self-exclusion or who asks to enroll should refer such person to the Games Sense Center (when staffed) or to a MGC Agent.

The MGC shall maintain the Commonwealth of Massachusetts Voluntary Self-Exclusion Program list and shall notify the General Manager, or his designee, of any addition to or deletion from the list by mailing or emailing an advisory in accordance with voluntary exclusion rules and regulations.

Upon receipt of the “Voluntary Exclusion Advisory” from the Commonwealth of Massachusetts, the General Manager, or his designee, will forward the document to the relevant departments. The Marketing Department will be solely responsible for entering into the player tracking system for each individual on the voluntary

exclusion list and must do so within 72 hours of receipt of the Voluntary Exclusion Advisory.

Self-Exclusion Information furnished to or obtained by the MGC shall be deemed confidential and shall not be disclosed except to facility personnel whose duties and functions require access to the information.

In keeping with Penn National Policy, anyone enrolled in the Massachusetts Voluntary Self-Exclusion Program will also be excluded from all other Penn National casinos connected to Penn's Marquee Rewards universal player card application. Likewise, person enrolled in a statewide self-exclusion program in any other state that Penn National operates (that is connected through Marquee Rewards) in will also be excluded from Plainridge Park Casino.

- C. **Statewide Financial Restriction Program** – Financial restriction programs are designed to allow a patron who does not want to voluntarily self-exclude themselves to still impose some restrictions on their own personal access to casino or racetrack credit, check cashing and credit card cash advances. The Commonwealth of Massachusetts has established a statewide financial restriction program which allows an individual to request that they be denied access to certain financial instruments including casino credit, check cashing and credit card cash advances which would apply to all casinos in Massachusetts.

A person may enroll in the Statewide Financial Restriction Program through a designated agent at the Game Sense Information Center or if the Game Sense Information Center is not staffed, by a MGC Agent stationed at the property. Other enrollment locations may also be designated. If an employee encounters any patron or other person requesting information on financial restriction programs or who asks to enroll, will be referred to the Games Sense Information Center (when staffed) or to a MGC Agent.

The MGC shall maintain the Commonwealth of Massachusetts Financial Restriction list and shall notify the General Manager, or his designee, of any addition to or deletion from the list by mailing or emailing an advisory in accordance with financial restriction program rules and regulations.

Upon receipt of the "Financial Restriction Advisory" from the Commonwealth of Massachusetts, the General Manager, or his designee, will forward the document to the relevant departments. The Marketing Department will be solely responsible for entering the name and other identifiable information on the restricted patron into the player tracking system for each individual on the statewide financial restriction list. Upon notification, the cage/credit department will suspend any existing credit/check cashing lines in the patron's name.

Financial restriction Information furnished to or obtained by the MGC shall be deemed confidential and shall not be disclosed except to facility personnel whose duties and functions require access to the information.

- D. **Property Only Financial Restriction/Mail Restriction Options** – Plainridge Park Casino also maintains a property only financial restriction/mail restriction option for persons that want to restrict their credit and/or mail but who do not want to enroll in the statewide financial restriction program. Anyone requesting property only financial restriction must first be offered the statewide financial restriction program before they can enroll in the property only program.

To enroll in such a program, the patron will give his or her name and other identifying information and specifically request the company to restrict certain financial transactions and/or stop casino or racetrack related marketing mail.

1. **Personal Financial/Mail Restriction Program** - This option is administered by the Plainridge Park Casino Security Department. With this option, a patron will sign an affidavit indicating that he or she wishes to be financially restricted and/or mail restricted at this property only.
  - The term of the financial and/or mail restriction will last until (and if) reinstatement is requested and granted in accordance with the reinstatement procedures below.
  - Individuals may choose to restrict themselves from financial transactions only, casino and racetrack mail only or both.

A copy of the enrollment form is attached as **Exhibit 3**

Once enrolled, the following actions will be taken:

- a. If Financial Restrictions are requested, the patron's player tracking account (ACSC) will be labeled "*Financially Restricted (PPC)*" so that any team member accessing the account will know of their status and will refuse them restricted financial services;
- b. The patron will not be allowed to obtain credit (any existing credit lines will be closed), cash a check or get a credit card cash advance at the cage;
- c. The financial restriction only applies to the Plainridge Park Casino property;
- d. If requested by the patron, the patron will also be removed from property promotional/marketing mail lists and the patron's player tracking account will be labeled "*No Mail*"

Reinstatement – To have such financial and or mail restrictions lifted, the patron must send a letter to the Director of Security requesting reinstatement. The decision on whether to reinstate will be made by the property Responsible Gaming Committee. The Committee's decision will be communicated to the patron via letter.

- E. **Play Information and Management Technology** – Patrons who enroll in the Marquee Rewards player card program may also establish voluntary limits related to their slot play by activating the play management features of our casino play information and management system. Such features include:



1. Slot Play Limit Setting – Patrons can voluntarily choose, through the Play Management System, to set loss limits on their slot play and, when reaching those limits, to receive pop-up reminders to help them stay within their pre-determined limits.
2. Slot Play Information Tools - Patrons can voluntarily choose, through the Play Management System, to have access to various play information tools which can provide tips on keeping play manageable; educational quizzes; and information on how to access assistance.

Additionally, players may request, by completing a Statement Request Form, to receive a monthly statement of their recorded wins and losses. Upon such a request, these statements will be sent to the e-mail address designated by the patron on their completed form.

Limit setting, and play management features are only available at Plainridge Park Casino. Such features are not available at any other Penn National owned property even though the patron's Marquee Reward player card can be used at those other Penn properties.

- F. Mail Restriction Options – Patrons can request that the property stop sending them mail for a variety of reasons, many of which have nothing to do with the patron's desire or need to curtail or stop gaming. Such individuals can request that his or her name be removed from the property mailing list so as to prohibit the receipt of marketing material by mail. To do so, the patron must contact a marketing representative in person and make the request. Any patron who wishes to re-establish marketing correspondence has to request such reinstatement to a marketing representative.

Some individuals however, request a stop to mail as a way to help them manage the extent of their gambling activity. These individuals may feel that if they receive no casino or racetrack mail or offers, they will gamble less or will be more likely to gamble within their means. Such a mail restriction may work as the individual had hoped or it may represent a small, relatively easy first step that an individual struggling with a gambling problem takes on their way to taking further action down the road. Individuals requesting a cessation of mail who indicate or who we suspect is doing so as a means to curtail their gambling activity should be discretely informed of all the responsible gaming programs the property offers, should be given the brochure that includes the problem gambling helpline and should be referred to the Game Sense Information Center for further information. If they still only want to restrict mail, they should be directed to security or a Game Sense Advisor who will process the formal *Personal Financial/Marketing Restriction Statement Form* as described above and to check the no mail option. Such individuals should also be given the option to check financial restrictions if they so desire.

- G. Self-Excluded in other States - Most Penn National casino properties are linked together through Penn's Marquee Rewards Player Club. With this program, player

cards issued at one Penn property may be used at all other Penn properties connected to the system. As part of this program, a patron enrolled in the statewide self-exclusion program at any Penn property connected to the system will also be excluded at Plainridge Park Casino. Likewise, a person enrolled in a statewide self-exclusion program in any other state that Penn National operates in will also be excluded from Plainridge Park Casino (if the Penn out of state casino uses Marquee Rewards).

- H. **Games Sense Information Center** – Plainridge Park Casino has established the Game Sense Information Center located adjacent to the garage entrance into the casino. The Game Sense Information Center is the central hub at Plainridge Park for information and resources on healthy gambling as well as at-risk and problem gambling. The Center is staffed by representatives of the MCCG.

Guest inquiring about problem gambling issues for themselves or a loved one may be referred to or escorted to that office. The Game Sense Information Center is staffed, during designated hours, by trained Game Sense Advisors who are experts in responsible gaming matters and who can provide information on problem gambling matters to any person who wants it. Such information and services include but are not limited to:

- Information on the signs and symptoms of at-risk and problem gambling and education on how casino gambling games work and common gambling myths.
- At-risk and problem gambling evaluation and self-evaluation resources for patrons, employees and family members.
- Information on strategies available to people to help them gamble within their financial means and time constraints including:
  - Budget setting
  - Availability of self-limiting options through the play management system
- Availability of play management, voluntary self-exclusion and voluntary financial restrictions and marketing restrictions options and the place where persons may sign up for these programs and where they can activate slot play management tools.
- Availability and location of external resources, support programs and treatment facilities.
- Information for family members or friends of someone suffering from a gambling problem. This includes general information about problem gambling, its signs and symptoms as well as strategies and resources that friends and family members can use to protect themselves and to provide help for the problem gambler.

Hours of operation will be posted at the Game Sense Information Center. Security Dispatch will also keep a schedule of Game Sense Information Center hours. When the Center is not open, patrons inquiring about problem gambling issues for themselves or a loved one should be referred to security who can describe the various programs offered and can answer any questions. In any such case, security will offer to take the patron's name and phone number so that a Game Sense Advisor can follow-up with the patron.

## **IX. Programs/Resources for Employees**

In addition to the company's general health care coverage offered to full-time employees, Plainridge Park Casino also offers responsible gaming and general counseling resources to all of its Team Members.

- A. *Employee Assistance Plan (EAP)* - The EAP is part of each employee's benefits package and is a means by which the employee or any member of the employee's immediate family may seek assistance regarding personal difficulties, whether that difficulty be related financial, legal, marital, familial, psychological or addiction issues (including problem gambling). Through this service, employees and immediate family members may obtain advice and be referred to specific resources that may assist the employee or family member to address a personal issue.
- B. *Game Sense Information Center* - The Game Sense Information Center and Game Sense Advisors are available not just for customers of Plainridge Park Casino but are also available to its employees. Team Members should feel free to visit the Center on their off time to discuss their own personal gambling activity or that of a loved one, to learn about responsible gambling strategies as well as programs and resources available concerning a gambling problem.

## **X. Credit, Check Cashing and Bank Card Transactions**

Pursuant to Massachusetts law and gaming regulations, Plainridge Park has developed Internal control procedures governing credit, check cashing and bank card transactions which include provisions designed to minimize risk associated with these financial transactions. These internal control procedures are located in:

- A. 138.40 - *Procedures for acceptance of checks, cash equivalents, wire transfers, and credit/debit cards; issuance of counter checks.*
- B. 138.43 - *Procedures for establishing patron credit accounts, and recording checks exchanged, redeemed or consolidated.*
- C. 138.44 - *Patron request for credit suspension.*

## XI. Engaging the Community

Plainridge Park Casino will actively engage the community to promote broad-based citizen participation in addressing concerns and strengthening community relationships. Such engagement will include:

- Establishment of policies and practices to gather customer comments and to respond to customer complaints.
- The development of relationships with MCCG and relevant community organizations that provide support and information for individuals and their families who may be experiencing problems with their gambling.
- Regularly engage with parties interested in problem gambling and responsible gaming issues formally and informally and periodically report activities to the MGC.
- Provide opportunities for interested parties to voice relevant concerns or questions. Where appropriate, integrate the information into strategic-decision making and community mitigation processes.

## XII. Database Information, Access & Confidentiality

Plainridge Park Casino shall use the player tracking system as the primary means to identify excluded and voluntarily excluded individuals. The player tracking system shall also be the primary means to identify financially restricted and mail restricted individuals so as to prevent them from completing a restricted transaction.

- A. The player tracking accounts for individuals who are excluded, voluntarily excluded, and financially restricted shall include the following categories of restrictions as appropriate:
1. Voluntarily Excluded (MGC): - For individuals enrolled in the Massachusetts Voluntary Self Exclusion Program.
  2. Voluntary Excluded (Penn): - For individuals enrolled in an out-of-state Voluntary Self Exclusion Program.
  3. Financially Restricted (MGC) – For individuals who have requested a cessation of credit, check cashing and/or credit card advance privileges statewide.
  4. Financially Restricted (Property Only) – For individuals who have requested a cessation of credit, check cashing and/or credit card advance privileges statewide.
  5. Excluded (MGC): – Flag for individuals on the Massachusetts Gaming Commission’s exclusion list.
  6. Mail and Marketing Restricted – For individuals who have requested a cessation of mail and/or promotional offers.

- B. **Confidentiality** - The identities of individuals on any voluntary exclusion or financial/promotional restriction list are strictly confidential and may not be disclosed for any purpose other than to comply with the voluntary exclusion and financial restriction programs outlined in this document and associated exhibits and Massachusetts law. Disclosure of such names for any other purpose could result in termination of employment for the individual responsible and regulatory action by the MGC. The property will control access to the names of individuals enrolled in voluntary exclusion and/or financial restriction programs through access controls to the player tracking system. Such controls include:
1. **Access Control** – Team members who need access to the names of individuals on the Voluntary Exclusion and Financial Restriction List(s) will be granted access to the player tracking system.
  2. **Password Control** – Team members granted such access must input a unique password to access the player tracking system.

### **XIII. Underage Gambling Policies & Procedures**

Team members are advised through the Responsible Gaming Training Program (see Exhibit 1) of policies and procedures concerning underage gambling. Plainridge Park Casino takes the issue of underage gambling very seriously and has developed policies and procedures to prevent persons under the age of 21 (except for authorized team members) from accessing the facility or gambling:

#### **A. Access**

1. **Casino Areas** - Individuals under the age of 21 may not enter or be in the casino gaming area. Security personnel will be stationed at all public entrances leading to the gaming floor in order to prevent access to the gaming area by underage individuals. An individual will be carded by a security officer at the entrance to the facility if they appear to be under the age of 30. All team members are responsible for ensuring that an individual under 21 years of age does not enter the gaming area, gamble or consume alcoholic beverages. Any team member who reasonably suspects an individual may be under 21 has the right and the obligation to card that individual (or ask a security officer to card the individual).
2. **Racetrack Areas** – Persons under the age of 21 may enter and enjoy the pari-mutuel and racing areas of the facility however, only persons aged 18 years or older may place a pari-mutuel wager. Pari-mutuel tellers and other staff will card any individual who appears to be under the age of 28 who is attempting to place a pari-mutuel wager. Any person under the age of 18 who enters a racing area of the facility must be accompanied by an adult aged 18 years or older.

- B. **Wagering Prohibitions** - As described above, Plainridge Park Casino has established procedures to identify underage patrons in the gaming area and to prevent them from entering the gaming area in the first place. As such, individuals under the age of 21 may not wager on any slot or cause others to do so for them, may not receive any benefits or privileges as a result of slot wagering and may not collect winnings or recover losses from a slot wager through any means. Any individual under the age of 21 who is caught gambling on a casino game will be immediately escorted from the facility and may be arrested for criminal trespass, underage gambling or other charges.
1. **Forfeiture of Winnings**- Any slot credits or winnings and losses by an individual under the age of 21 will be confiscated and the patron will be ejected from the property. Identifiable winnings or losses arising as a result of such prohibited gaming by a person under the age of 21 shall be subject to forfeiture to the commission for deposit into the Gaming Revenue Fund.
- C. **Over 21 Wristband**- Younger looking individuals in the casino, or individuals attempting to enter the Casino, who are found to be of legal age may be offered (on a voluntary basis) a color coded tamper resistant wristband at the Security Podium as proof of age so they will not be repeatedly challenged for ID.

#### **XIV. Unattended Children Policies & Procedures**

Team members are advised through the Responsible Gaming Training Program (see Exhibit 1) of policies and procedures concerning unattended children. All team members will be on the lookout for unattended children both inside and outside of the facility. For the purposes of this policy, an unattended child will be considered any individual who appears to be under the age of 18 and who is unaccompanied by an adult.

- A. The security procedures of Plainridge Park Casino include policies and security practices to ensure the safety of minors on the premises of the gaming establishment, including but not limited to monitoring the premises for unattended children. Security and surveillance personnel will conduct regular checks of:
1. The inside of the facility for unattended children.
  2. External areas including parking areas for unattended children left in vehicles. Any such incidents will be immediately reported to onsite IEB/MGC agents as well as the Plainville police.
- B. Any team member who discovers an unattended child shall immediately report this to the Security Department and, if reasonably practical, the team member shall stay with the child until the arrival of a Security Officer who will proceed as follows:

1. A Security Officer will notify surveillance and will escort the child to Security Dispatch or another safe location. The Security Officer shall not leave the child unattended at any time. Surveillance will immediately notify onsite IEB/MGC agents.
2. The Security Department will attempt to determine the name of the child's parent(s) or guardian(s). If a name is obtained, the Security Department will attempt to locate the parent or guardian until such time as a parent or guardian with proper identification or proof of guardianship responds to the location of the child:
  - a. Upon arrival, the parent(s) or guardian(s) will be warned against leaving their child unattended at any time and advised of the property's unattended minor policy. The child will then be returned to the care or custody of their parent(s) or guardian(s). More severe action may be taken depending on the age of the child and the incident circumstances. Such actions may include banning the parent/guardian from the facility and/or calling local police or child protective services.
  - b. In the event the Security Department is unable to locate the child's parent(s) or guardian(s) within one (1) hour or is unable to determine the name of the parent(s) or guardian(s) within one (1) hour, a Security Department representative will contact an appropriate agency such as the local police department or child protective services.

## **XV. Responsible Alcohol Service Policies & Procedures**

Team members are advised through the Responsible Gaming Training Program (see **Exhibit 1**) of policies and procedures concerning responsible alcohol service. Certain positions receive additional responsible alcohol service training through the TiPS program.

Plainridge Park Casino has established procedures designed to discourage patrons from becoming intoxicated, to prevent serving alcohol to underage and visibly intoxicated patrons and to prevent individuals from gaming after having been determined to be visibly intoxicated. Any team member who encounters a patron who appears to be visibly intoxicated shall report this information to their supervisor or a security officer. However, employees of the Food & Beverage, Casino Operations and Security departments have the primary responsibility for enforcing the property's alcohol/ intoxication policies.

- A. While our patrons bear the personal responsibility to prevent themselves from consuming alcohol to the point of intoxication, Plainridge Park Casino has established the following policy statements concerning alcoholic beverage service and intoxicated individuals:
  1. A visibly intoxicated patron will be denied entry to the facility;

2. A visibly intoxicated patron will not be knowingly served alcoholic beverages;
  3. Property staff will make a diligent effort to not allow a visibly intoxicated patron to gamble;
  4. Food & Beverage personnel will not knowingly serve a patron alcoholic beverages to the point where the patron becomes visibly intoxicated;
  5. Food & Beverage personnel will not knowingly serve alcoholic beverages to a minor; and
  6. Property staff will make a diligent effort to not allow a visibly intoxicated patron to drive a motor vehicle when leaving the facility.
- B. Training - The following positions (at a minimum) will be trained in responsible alcohol service:
1. Casino Operations Shift Manager;
  2. All Security team members;
  3. All Valet team members;
  4. All Food and Beverage team members who serve alcohol (or manage those who do); and
  5. All individuals authorized to approve credit.

Plainridge Park Casino will use TiPS training as its primary responsible alcohol service training program.

- C. Visibly intoxicated patrons will be denied entry to the gaming floor by security personnel stationed at the entrances to the property. Security personnel will attempt through observation to prevent intoxicated persons from gaming and from remaining on the gaming floor. The procedures outlined in the Security Department section below will be followed to ensure that the intoxicated patron does not engage in gaming activities. *Alcohol service at Plainridge Park Casino will only be allowed between the hours of 8:00 am to 12:59 am.*
- D. Specific Responsibility for Responsible Alcohol Service – The following departments/positions or their designees shall be responsible for matters related to responsible alcohol service as follows:
1. Security Department - Upon visual observation or notification of any patron identified, or suspected to be visibly intoxicated inside the property, a Security Officer will notify a Beverage Manager/Supervisor and Security Supervisor who shall observe the patron to make a determination if the patron appears to be visibly intoxicated (as set forth in TiPS training materials).
    - a. If the Beverage Manager/Supervisor Security Supervisor determine the patron is visibly intoxicated, either the Security Supervisor or Beverage Manager/Supervisor will advise the patron that they will be required to stop drinking and gambling.
    - b. A Security Officer shall remain with the intoxicated patron until arrangements for their safe departure have been secured. The Security



Department will make efforts to secure the patron a safe departure, with such efforts to include:

- i. Locating a sober friend or relative who may have accompanied the patron to the casino who can provide transportation;
- ii. Offering to call the patron a cab or other transportation;
- iii. Offering to call a friend or relative for the patron to take them home;
- iv. Arrange for a nights lodging and transportation to an area hotel; and

Any patron who insists on driving themselves will be told that if they do so local police will be called.

The local police will be notified immediately if the patron becomes confrontational, disruptive or attempts to drive on his own. Any costs for cabs, lodging or other transportation will be the responsibility of the patron.

- c. The Security Department shall document the incident on a Security Incident Report.

2. Surveillance - Upon visual observation of a patron who appears to be visibly intoxicated, Surveillance personnel shall immediately contact the Security Department. The Surveillance Department will monitor the patron as necessary. Surveillance personnel will document the incident on the surveillance log and/or an incident report.
3. Slot Department - Upon observation of a patron who appears to be visibly intoxicated, the slot team member will immediately contact their supervisor, Beverage Manager/Supervisor or security representative.
4. Food and Beverage - Although security staff will be asking anyone that appears to be 30 years old or under for identification, beverage servers also have the right and obligation to ID any younger looking individual attempting to purchase alcohol to determine if they are of legal age. In addition, beverage servers shall use the strategies, procedures and techniques described in TiPS training to prevent serving a patron to the point of visible intoxication. Beverage servers will not serve alcoholic beverages to a visibly intoxicated patron. A beverage server will notify a Beverage Manager/Supervisor if a patron appears to be visibly intoxicated (as set forth in TiPS training materials).

In such cases, the Beverage Manager/Supervisor will assess the condition of the patron. If the Beverage Manager/Supervisor determines that the patron is visibly intoxicated, the Casino Operations Shift Manager and the Security Department will be notified and the patron will be removed from the gaming floor in accordance with the security procedures outlined above. If there is a

question as to the patron's sobriety, the Beverage Manager/Supervisor will contact the Security Supervisor and together they will make the final decision.

5. Valet - Valet personnel will notify the Security Department if they suspect that an individual is intoxicated and attempts to obtain their car to leave the facility. The Security Department will enact the procedures set forth above.
6. Mutuel Department - Upon observation of a patron who appears to be visibly intoxicated, the mutuel team member will immediately contact their supervisor, Beverage Manager/Supervisor or security representative and will not allow such a person to make a pari-mutuel wager.

## **XVI. Responsible Marketing**

Plainridge Park Casino follows the advertising guidelines of the American Gaming Association's Code of Conduct for Responsible Gaming.

- A. Casino gambling advertising and marketing will:
- Contain a responsible gaming message and/or a toll-free help line number where practical.
  - Reflect generally accepted contemporary standards of good taste.
  - Strictly comply with all state and federal standards to make no false or misleading claims.

Casino gambling advertising and marketing will not:

- Contain images, symbols, celebrity/entertainer endorsements and/or language designed to appeal specifically to children and minors.
- Feature anyone who is or appears to be below the legal age to participate in gambling activity.
- Contain claims or representations that gambling activity will guarantee an individual's social, financial or personal success.
- Be placed before any audience where most of the audience is ordinarily expected to be below the legal age to participate in gambling activity.
- Imply or suggest any illegal activity of any kind.
- Encourage people to play beyond their means.
- Imply the certainty of reward.
- Exaggerate the chances of winning.
- Encourage excessive or irresponsible play.

Unless in response to a charitable request, clothing, toys, games, or other materials that appeal primarily to children or minors will not be given away at events where most of the audience is reasonably expected to be below legal casino gambling age.

Participation in gambling activities will not be promoted on college or university campuses or in college or university publications. Gambling activities should not be advertised or promoted on billboards or other outdoor displays that are adjacent to schools or other primarily youth-oriented locales.

## **XVII. Reports and Notification to the Massachusetts Gaming Commission**

- A. A Massachusetts Gaming Commission representative shall be notified of:
1. Any individual under the age of 21 discovered gambling or found on the gaming floor.
  2. Any individual under the age of 18 who made or attempted to make a pari-mutuel wager.
  3. Any individual under the age of 21 who was served an alcoholic beverage.
  4. Any excluded or Massachusetts voluntarily excluded person found on the premises.

## **XVIII. Required Signage/Brochures, Gambling Helpline Number, Awareness Activities**

- A. Signs containing the following messages shall be posted in a conspicuous location not more than 20 feet from each public entrance and exit to the facility:
1. *"Massachusetts law requires an individual to be 21 years of age or older in order to enter the gaming area or gamble on slot machines";*
  2. *"Use Your Game Sense Call 1-800-426-1234 for help."*
- B. Signs containing the responsible gaming and problem gambling treatment messaging and helpline shall be posted in conspicuous locations:
1. Within 15 feet of an automated teller machine or ticket redemption unit; and
  2. At reasonable intervals at the cashiers' cage, mutuel windows, club desk and any satellite cage and other public areas.
  3. In areas where employees gather (e.g. break rooms, back of house hallways).
- C. A responsible gaming message and helpline # will be printed on the back side of all Player Cards and on the back side of all ticket vouchers.

- D. A brochure (see **Exhibit 2**) describing the signs and symptoms that may be indicative of a gambling problem and that includes the toll free help line will be available at all ATMs, cages, Guest Services desk, and at other areas around the property.
- E. The Game Sense Information Center will also contain extensive signage and brochures related to at risk and problem gambling.
- F. Video systems should periodically display a responsible gaming message to include the helpline number.
- G. Problem Gambling Helpline details should appear on all gaming machines, including slot machines, either on a sticker or displayed on the machine screen.
- H. ATM machines near the gaming areas should have problem gambling helpline signage affixed to the machines, periodic on-screen responsible gaming messages, and problem gambling assistance information printed on each transaction receipt.

#### **XIX. Internal Audit Review of Responsible Gaming Program**

Certain elements of this Responsible Gaming Program will be subject to annual (at a minimum) review by internal audit. Such reviews will include:

- A. Is the proper signage posted concerning problem gaming, underage gaming, unattended minors, and alcoholic beverage consumption.
- B. Is Responsible Gaming Training material consistent with this Responsible Gaming Program and any associated internal controls?
- C. On a sample basis, tests whether enrollees in the various responsible gaming programs offered (e.g. self-exclusion, financial/mail restrictions) were timely and properly flagged in the casino management system. Sample a marketing mailing list to determine if it improperly contains any self-excluded persons.
- D. Review a sample of security incident reports related to underage gambling, unattended minors, intoxicated persons and self-excluded persons to determine if proper procedures were followed.
- E. Review training records to ensure that employees received the proper training in areas outlined in this program.
- F. Interview a sample of employees to determine if they have the necessary knowledge concerning this responsible gaming program.

**XX. Conclusion**

The management and staff of Plainridge Park Casino are dedicated to operating a safe, enjoyable and responsible facility that promotes and facilitates informed choice and healthy gambling. While ultimate responsibility rests with our patrons for gambling responsibly and consuming alcohol in moderation, this Responsible Gaming Program has been developed by Plainridge Park Casino to create a sustainable, socially responsible, and accountable approach to gaming.

**Exhibit 1 - Responsible Gaming Training Program****Exhibit 2 - Responsible Gaming Brochure and Toll Free Helpline****Exhibit 3 - Personal Financial/Marketing Restriction Statement**



**Exhibit 3 to Responsible Gaming Program**

**Guest Safety Department  
Personal Financial/Marketing Restriction Statement**

I hereby voluntarily request Plainridge Park Casino ("PPC") to restrict my access to all of the items that I have initialed below:

- Credit and Check Cashing Services
- Plainridge Park Casino Promotional/Marketing Mail

This personal financial/marketing restriction request becomes effective immediately and cannot be revoked until a minimum of one year after its execution.

Reinstatement - A request for reinstatement of credit/check cashing services and/or promotional/marketing mail must be made in writing to the PPC Guest Safety Department and is subject to review by the Management of PPC. PPC management will make a determination as to whether revocation will or will not be granted and a decision will be communicated back to the petitioner in writing. PPC reserves the right to deny revocation of these restrictions in perpetuity.

I understand that if I attempt to avail myself of any of the aforementioned services (as initialed), PPC may evict me from the property either temporarily or permanently.

I hereby release PPC, and its subsidiaries, affiliates, and related entities and their respective shareholders, officers, directors, agents and employees from any and all damages, claims and liabilities, arising out of or relating in any way to (1) this personal financial/marketing restriction (2) the failure, if ever, of the aforementioned corporation and/or their employees or agents to prevent my access to any of the above marked items (3) inadvertent invitations or solicitations which I may receive from PPC and its subsidiaries, affiliates, and related entities after requesting not to receive those materials.

I \_\_\_\_\_ hereby request that I restrict my access to all of the above  
(Print)  
initialed financial/marketing services on this date \_\_\_\_\_ at \_\_\_\_\_ hours.

\_\_\_\_\_  
(signed)

Notary<sup>1</sup>



My Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

Sec. Sec. #: \_\_\_\_\_

Witness \_\_\_\_\_ Title \_\_\_\_\_

<sup>1</sup> Notarization not required if statement is signed in the presence of a representative of the PPC Security Department or a Game Sense Advisor as a witness and upon presentation and verification of proper ID.

**EXHIBIT 23B-3**

As a publicly-traded company, Penn National Gaming, Inc. (“Penn”) has many compliance and reporting requirements. Under the Sarbanes Oxley Act (“SOX”) as well as a variety of state and federal laws, Penn National Gaming is required to develop and continuously certify policies and procedures. SOX narratives are reviewed quarterly and must be certified by all managers, directors, vice presidents and general managers to ensure accuracy. The narratives provide a detailed breakdown of the steps required in each business function to ensure compliance and proper business procedures. The Pari-Mutuel Revenue Transaction Cycle narratives presently in place are attached as **Exhibit 23B-3**.

EXHIBIT 23 B-3

**REDACTED**



**EXHIBIT 23 B-4**

In 2011, Penn National Gaming, Inc. (“Penn”) issued its first “Racing Guide,” a code of conduct for all participants at Penn National Gaming Racing facilities. Each property issues a Racing Guide on an annual basis in hard copy form with distribution to all horsemen and dissemination on all Penn National Gaming racing websites. The Guide consists of an opening corporate section with policies consistent across all Penn facilities. Each Guide also has a local section where policies and procedures unique to each property are outlined. The Guide has been cited positively in several recent court cases and administrative hearings involving Penn facilities. The Plainridge Park Guide, attached as **Exhibit 23 B-4**, provides management with a roadmap on dealing with individuals not acting in the best interests of Plainridge Park Casino, Penn facilities or racing in general.

# 2015

## HORSEMEN'S GUIDE



PLAINRIDGE PARK  
CASINO



Penn National  
Gaming, Inc.



## PLAINRIDGE PARK CASINO

Penn National Gaming, Inc.

301 Washington St., Plainville, Mass. 02762

Plainridge Park Casino the newest member of the Penn National Gaming, Inc. family, welcomes you and look forward to working side by side in this exciting time for New England harness racing. As we head into this new era together, it is important to note that much will be expected of our industry as we forge into the future as the Commonwealth's first gaming & racing facility.

This Horsemen's Guide contains core policies that are in place at all racetracks owned and operated by Penn National Gaming, Inc., and details local rules currently in effect for all racing participants at Plainridge Park Casino. These policies are in place to ensure a fair and competitive racing product and to encourage all racing participants to exhibit the highest level of integrity at all times.

The building of *Plainridge Park Casino* has been an ongoing major construction project over a compressed timeline. Your cooperation over the past year is greatly appreciated and that cooperation has helped to move this project forward so all may benefit from a timely opening. This year, together we will set the foundation for harness racing's future in New England and we look forward to many great racing seasons ahead at Plainridge Park Casino.

Thank you for your continued support, wishing you the best of racing luck in 2015!

*Steve O'Toole*

General Manager - Racing

**508 – 576 – 4500**

**[www.plainridgeparkcasino.com](http://www.plainridgeparkcasino.com)**

**PENN NATIONAL GAMING, INC.**

**HORSE RACING GUIDE**

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**THE LOCAL RACING GUIDE FOR PLAINRIDGE PARK CASINO**

**FOLLOWS THIS RACING GUIDE**

## INTRODUCTION

The reputation and integrity of Penn National Gaming, Inc. ("PNGI") and each subsidiary racetrack including Plainridge Park Casino (collectively, "the Racetrack") are valuable assets that are vital to PNGI's success and the success of its racetracks. As members of the pari-mutuel wagering and gaming communities, it is necessary for all of us to adhere to the highest standards of integrity, to ensure positive public perception and confidence and maintain the licenses and regulatory privileges of PNGI and all of its Racetracks. As a result, the Racetrack requires all personnel associated with the Racetrack and all persons who hold valid and current racing licenses associated with the Racetrack, or are otherwise permitted on Racetrack's privately owned property, including, but not limited to, owners, racing officials directly employed by the Racetrack (excluding employees of Racing Commissions or other regulatory bodies), trainers, trainer's agents, grooms, veterinarians, vendors, pony people, outriders, independent contractors, jockeys, jockeys' agents, drivers, minors, guests, agents, and anyone else with a racing license or permit (herein collectively referred to as "Racing Participant"), to comply with all rules and regulations as well as the highest standard of professional and ethical conduct. A failure to abide by the rules and policies set forth in the Guide may result in the denial of privileges to enter the Plainridge Park Casino grounds, or a revocation of access to the grounds.

This Racing Guide ("Guide") covers a wide range of practices and procedures designed to foster integrity and honesty among all participants at the Racetrack. It does not cover every issue that may arise, but rather it sets out basic principles for all the individuals covered by this Guide. In order to maintain privileges to enter and conduct business on our Racetrack grounds, all Racing Participants must be familiar with and comply with all policies contained in the Guide as well as all other applicable laws and regulations. In the normal course of our business, the Racetrack may require individuals to complete and sign various forms, and provide other information as required or requested, prior to being granted access or in continuing with racing privileges at the Racetrack or at any other PNGI property.

No guide or code of conduct can replace the thoughtful behavior of someone conducting their business with a high level of integrity. Therefore, dishonest or illegal conduct will constitute a violation of this Guide, regardless of whether the conduct is specifically addressed in the Guide.

While we expect to periodically give notice relative to updates to the Guide and other matters, because of the fast paced and highly regulated nature of our business, the Racetrack reserves the right to alter or amend any and all of its rules and regulations, at any time, and from time to time, at its sole discretion. Racetrack will use best efforts to communicate such changes, however, it is incumbent upon the Racing Participant to be aware of any changes, updates or modifications to this Guide.

# **PART 1 – GENERAL**

## **1.1 PERSONAL CONDUCT**

All persons covered by the Guide are required to avoid conduct detrimental to the integrity of, and public confidence in, pari-mutuel wagering and gaming. Guidelines promoting ethical and responsible conduct serve the interests of the Racetrack, participants in the sport and the racing industry as a whole. Illegal or irresponsible conduct does more than simply tarnish the offender. It puts innocent people at risk, damages the reputation of others involved in the business, and it undermines public respect and support for the racing industry.

## **1.2 STANDARDS OF CONDUCT**

While criminal activity is clearly outside the scope of permissible conduct, and persons who engage in criminal activity will be subject to the appropriate actions (legal and otherwise), the standards of conduct for persons permitted to conduct business at the Racetrack are considerably higher. It is not enough to simply avoid being found guilty of a crime. Instead, persons must conduct themselves in a way that is responsible, promotes the high degree of integrity our industry relies on, and is lawful. All persons permitted to conduct business on Racetrack property and to use the grounds must abide by the lawful direction of all Racetrack personnel at all times.

Persons who fail to live up to this standard of conduct are subject to action by the Racetrack. For example, action by the Racetrack may be based on circumstances that include, but are not limited to the conduct described below:

### ***A. Dishonest, Offensive or Illegal Conduct***

The following activities are prohibited:

- Criminal offenses of any kind;
- Violent or threatening behavior, whether in or outside Racetrack property;
- Conduct that creates a negative public perception of PNGI, the Racetrack or undermines or puts at risk the integrity and reputation of pari-mutuel wagering and gaming in general;
- Violation of Racetrack safety policies or rules; and
- Misrepresentations in any applications/forms and/or in any disclosures or statements to the Racetrack or other regulatory body

## ***B. Medications and Related Issues***

The presence of medication in a horse in excess of allowable amounts as stated in the applicable rules and regulations of a recognized jurisdiction, the subsequent confirmation of such an excess by a split sample and the documented verification of such an excess by a recognized jurisdiction's horse racing regulatory authority – defined herein as a “positive test” - is prohibited; *Provided that* when a split sample is not requested, the original test indicating the presence of medication in excess of allowable amounts as stated in the applicable rules and regulations of a recognized jurisdiction constitutes a “positive test” for purposes of the Guide.

A Trainer whose horse in such trainer's care and custody receives a positive test for a Class 1 or Class 2 medication (as determined by the Association of Racing Commissioners International, “ARCI”), or a medication not permitted by the Food and Drug Administration (FDA) in a recognized jurisdiction may not be permitted to participate at Racetrack, or any other PNGI racetrack, upon receipt of information acknowledging a positive test.

Racetrack reserves the right to refuse entry in any race at Racetrack, or any other PNGI track, to a horse that has received a positive test for a Class 1 or Class 2 medication for a minimum period of 30 days from the date of Racetrack notification of positive test. All horses in the care of a trainer receiving a Class 1 or Class 2 positive test may be requested to vacate grounds of Racetrack. An Owner whose horse receives positive test for a Class 1 or Class 2 medication(s) with two (2) different trainers in any recognized jurisdiction will not be permitted to participate at Racetrack, or any other PNGI racetrack, upon receipt of such information acknowledging a positive test. Racetrack reserves the right to deny privileges for an Owner to participate in racing at Racetrack following the receipt of the first positive test for a Class 1 or Class 2 medication of a horse owned by Owner in a recognized jurisdiction. For purposes of this provision, any individual or corporation will be deemed an Owner of a horse if their percentage of ownership requires them to be licensed in the jurisdiction where the positive test occurred.

A Trainer, an individual horse and/or the owner of an individual horse that receives multiple positive tests, without regard for the classification of the medication, may not be permitted to participate in racing at Racetrack or any other PNGI racetrack. In making such a determination, Racetrack may consider the frequency and time span encompassing the period of positive tests; the classification of the medication that are part of the positive tests; the nature and severity of the medication involved in such positive tests; extenuating circumstances regarding the positive tests, and; any other previous conduct that Racetrack deems relevant in making such a determination regarding the positive tests.

Any adjudication process undertaken by a Trainer, Owner or individual associated with a horse receiving a positive test(s) shall not be a determining factor upon Racetrack, or any other PNGI racetrack, for independent actions taken by Racetrack or any other PNGI racetrack within the scope of this Guide.

With the exception of licensed veterinarians permitted to practice on Racetrack grounds, the possession of hypodermics, syringes and medications contrary to any applicable regulation is expressly prohibited and may result in loss of stabling and/or racing privileges.

Racetrack may take any action under this section for any violation of Prohibited Practices Section of ARCI's "Uniform Classification Guidelines for Foreign Substances and Recommend Penalties and Model Rule" as amended from time to time. Such Prohibited Practices include, at this time, possession or use of Erythropoietin (EPO), Darbepoietin, Oxyglobin and Hemopure or any other drug, substance or medication not approved by the United States Food and Drug Administration (FDA) for use in the United States.

### ***C. General Racing Issues***

Any person(s) involved in entering or scratching horses that Racetrack reasonably believes has not exercised good faith will be in violation of the Guide. Examples of this conduct include, but are not limited to:

- Entering a race without the intention of racing;
- Entering a horse into a race or causing a horse to be entered into a race for the benefit of another;
- Frequent scratching of horses entered to race; and
- Knowingly receiving a horse through a transfer, or acting as a "program trainer," from/or for individuals not permitted on Racetrack's property or not properly licensed by the appropriate regulatory body. In such cases, a trainer or other individual associated with horse may be required to provide written documentation evidencing such individual is the actual trainer, or that a legitimate transfer has taken place among the former trainer or owner, wholly separated from any matters involving such horse. Documentation that may be required includes, but is not limited to, bank records, checks, receipts or signed affidavits. This requirement is over and above any requirements that may be placed on an individual by any regulatory body.
- Unless Racetrack receives documentation and evidence to its satisfaction that such a complete separation between current and former trainer exists, Racetrack reserves the right to not allow the entering of horses, or entry of horses to the grounds of Racetrack that (1) made their most recent start within 90 days; and/or (2) made their most recent start in the name of a Racing Participant who would not be permitted to participate in racing at Racetrack, whether due to action taken by Racetrack or based on rules and regulations in the applicable jurisdiction.
- In the event an individual is serving a suspension from a recognized jurisdiction, Racetrack reserves the right to not accept entries from individuals who are relatives of the suspended individual or such individuals who worked directly for the suspended individual unless Racetrack has determined otherwise.

### ***D. Illegal Drugs/Alcohol***

The use, distribution or possession of illegal drugs is not permitted at any time on grounds of the Racetrack. For the purposes of this rule, an illegal drug is any drug which is not legally



obtainable, or one which is legally obtainable but has not been legally obtained, including prescription drugs not legally obtained and prescription drugs that were prescribed for someone else. Alcohol is not permitted within any Racetrack backstretch area, or in any barns or dormitories located on Racetrack property.

#### ***E. No Solicitation Policy***

There is a no solicitation policy at the Racetrack, which includes, but is not limited to, circulation of petitions, political flyers, or distribution of literature not approved in advance in writing by the Racetrack. Signs identifying stables and trainers and vendors must be approved and in writing by the Racing Secretary's Office or appropriate Racing or Racetrack Grounds Manager.

#### ***F. Mandatory Mortality Reviews***

In the event a horse suffers a catastrophic injury or sudden death either during the course of a live race, during training hours or on the grounds of the Racetrack, Racetrack will require the trainer, and/or any other individual associated with the training, racing, care or custody of such horse to participate in a mortality review meeting with Racetrack. Such review meetings shall be scheduled as soon as practical after such incidents occur.

Furthermore, it is the responsibility of the trainer, or veterinarian for trainer, to report the death of any horse under their care or custody, regardless of reasons or circumstances, within eight (8) hours to the proper racing official. No horse may be removed from the Racetrack grounds without such notification and authorization for removal by Racetrack. Racetrack reserves the right to require, at cost of trainer/owner of such horses, a necropsy, examination and removal of any horse that is euthanized or dies, for any reason, on the grounds of Racetrack.

Failure to adhere to this section may result in loss of stabling and/or racing privileges at Racetrack and other PNGI racetracks.

#### ***G. Animal Welfare***

Any Racing Participant covered by this Guide who handles or treats any animal without regard for the well being of the animal or causes physical injury or pain or suffering to the animal, including excessive or unnecessary training or whipping, in the sole discretion of Racetrack, may lose racing privileges at all PNGI racetracks. Except as required by statute or regulation, it is the sole responsibility of the trainer to ensure that a licensed and competent veterinarian is available at all times to ensure the health and welfare of such trainer's horses and to attend to trainer's horses at all times such horses are on the grounds of Racetrack in any and all emergency situations.

In the event Racetrack receives credible and verifiable information regarding a Racing Participant at Racetrack who knowingly, or without conducting proper due diligence, buys or sells a horse for slaughter, directly or indirectly, such individual(s) may have his or her stalls revoked and may lose racing privileges at all PNGI's racetracks. The Racetrack highly encourages Racing Participants to obtain proper written documentation on the sale or transfer of any horse that they previously raced or was stabled on the grounds of Racetrack and reserves the

right to require trainer or individuals responsible for a horse to provide such documentation. Failure to cooperate under this section may lead to loss of stabling and/or racing privileges at Racetrack and other PNGI racetracks.

#### ***H. Treatment of Racetrack Staff/Non-Disparagement***

All persons covered by the Guide are required to afford the Racetrack's staff the highest level of professional courtesy and treatment. Racing Participants agree to fully cooperate with the necessary provision of information and any investigation by Racetrack staff.

Any verbal or physical mistreatment of, or inappropriate or disrespectful conduct toward, the Racetrack's staff will be viewed as a strict violation of the Standards of Conduct contained in the Guide.

It shall be a violation of Racetrack's standards of conduct for any person covered by the Guide to disparage PNGI or the Racetrack, or any of their affiliates, employees, staff or personnel, in any manner by any type of medium. This includes, but is not limited to, disparagement by use of the internet, e-mail, and via any social media such as blogs, Facebook, etc.

#### ***I. Past Conduct and/or Sanctions***

Past conduct and/or sanctions having occurred at other PNGI Racetracks, in other recognized jurisdictions or at other facilities may be considered when evaluating the fitness of an individual covered by the Guide to conduct business on the Racetrack's property. Such evaluations and decisions will be at the sole discretion of Racetrack.

### **1.3 REPORTING GUIDELINES AND WHISTLEBLOWER PROTECTION**

Individuals may, in good faith, report violations or suspected violations of the Guide via written submission made in a timely manner to the Vice President of Racing or Director of Racing at the Racetrack. In addition, there can be no retaliation of any kind against any person for reporting a suspected violation. Any person who feels that they have been retaliated against shall report it as set forth above. Any person who retaliates against someone who has reported a suspected violation in good faith is subject to actions against their Racetrack privileges as described in this Guide.

### **1.4 ACTING IN GOOD FAITH**

Anyone filing a report or complaint concerning a violation or suspected violation of the Guide must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious offense and in violation of the principles contained in this Guide.

### **1.5 RACETRACK AS SOLE ARBITER**

Racetrack is the sole and ultimate arbiter in interpreting and enforcing provisions of this Guide and the Local Racing Guide.

### **1.6 RACETRACK AS A PRIVATE ACTOR**

While Racetrack may consider violations of racing rules in recognized jurisdictions and/or results of medication testing performed by a recognized jurisdiction when exercising its rights against individuals violating provisions of this Guide, Racetrack is a wholly separate and private entity from any state agency or regulatory body and at all times acts independently from any such agencies or regulatory bodies with respect to all persons covered by the Guide.

As Racetrack is duty bound to uphold the law, no efforts by Racetrack to do so shall be construed as Racetrack operating as an instrument of the state.

### **1.7 FIRE SAFETY**

All Racing Personnel shall familiarize themselves with the location of fire alarms, fire prevention signs and all firefighting equipment.

No person shall move, interfere with, damage or hinder the use of smoke detectors, heat detectors or other fire suppression equipment or signage.

### **1.8 INSURANCE**

All persons holding a racing license or permit as a trainer may be required to have workmen's compensation insurance as required by the Racetrack and/or recognized jurisdictional authority or Racing Commission. The trainer shall, upon request by Racetrack or recognized Racing Commission or jurisdictional authority, provide a workmen's compensation certificate and any other documentation Racetrack, Racing Commission or jurisdictional authority may reasonably request evidencing that the foregoing insurance is in effect.

Racetracks may require trainers, on behalf of themselves, and their agents and employees, to maintain comprehensive general liability insurance in a minimum amount prescribed in the Local Racing Guide, which is intended to reimburse Racetrack, and its directors, officers, employees and agents from any and all liability arising from their actions. If such general liability is mandated in the Local Racing Guide, the trainer, upon request by Racetrack, shall provide a certificate of insurance and any other documentation Racetrack may reasonably request evidencing that the foregoing insurance is in effect.

Any vehicle operated on the Racetrack grounds or in the Racetrack stable area must be properly registered with Racetrack and proof of proper insurance will be required upon request. No person shall operate any vehicle on the grounds of Racetrack without a valid driver's license.

Racetrack reserves the right to require Racing Participants to show proof of any appropriate insurance coverage as it deems necessary.

### **1.9 SURVEILLANCE/RETENTION/INSPECTION**

Our business is highly regulated and requires significant oversight including security related measures. As a result, we employ extensive surveillance and security on our property. All individuals entering the grounds at any Racetrack property consent to all surveillance, retention and/or inspection measures employed by the Racetrack on its grounds for both individuals and horses.

The Racetrack may require horses to be placed in a pre-race surveillance program prior to the post time of the race in which they are entered under terms, conditions, policies and procedures prescribed from time to time by the Racetrack.

Racetrack reserves the right to inspect any vehicle entering or exiting the grounds of the Racetrack as well as any piece of equipment brought onto or into grounds of Racetrack by any individual. Failure to allow inspections under this section may result in ejection of individual from Racetrack and all other PNGI Racetracks.

A trainer and his/her veterinarian will ensure that there will be no treatment or administration given to a horse (other than for a documented emergency situation), or medications administered to a horse, on race day, other than the administration of approved race day medication(s) in a respective jurisdiction. Racetrack reserves the right to impose additional requirements for horses scheduled to race, including but not limited to restricting access to horse's stall on race day for purposes other than feeding and general grooming of such horse as well as emergency veterinary care.

Responsibility for each horse in any surveillance program will remain solely with the horse's trainer. In no event will Racetrack assume responsibility or liability for such horse(s.)

### **1.10 ASSUMPTION OF RISKS**

All persons covered by this Guide acknowledge that horses, horse riding and racing, horse training and practicing, caring for horses and all other equestrian related activities can be extremely dangerous and routinely involve risk of serious injury, death and/or property damage.

By participating in our industry and choosing to enter the Racetrack premises voluntarily, Racing Participant has and does hereby assume all of the above risks, and releases Racetrack, on their behalf and on behalf of all their family members, and will hold Racetrack harmless from any and all liability, actions, causes of actions, debts, claims and demands of every kind and nature

whatsoever which he or she now has or which may arise out of or in connection with his/her participation in those activities and risks.

## **PART 2 – RESULT OF GUIDE VIOLATIONS**

### **2.1 RESULT OF GUIDE VIOLATIONS**

A violation of any of the rules and policies set forth in the Guide and/or Local Guide may lead to the imposition of sanctions against Racing Participants, including but not limited to:

- (i) suspension of, or loss of privileges, including loss of stabling and/or racing privileges at Racetrack and at all PNGI Racetracks;
- (ii) loss or refund of any or all nomination, declaration and entry fees as well as any deposits on account with Racetrack;
- (iii) eviction from any or all PNGI Racetrack premises; and/or
- (iv) any other remedy available by law.

Subject to Section 2.2 below, the sanctions as set forth by Racetrack for any violation of the rules and policies are final.

### **2.2 OPPORTUNITY FOR RECONSIDERATION**

In cases where Racetrack has ejected a Racing Participant from the property for a period of more than two (2) years, the person subject to such action may seek review of the decision by written request directed to the Vice President of Racing or the Director of Racing at Racetrack which originally issued the ejection and setting forth, in detail, the grounds for the request for reconsideration.

Any review shall not be considered until a minimum of one (1) year has elapsed since the last review of such ejection. Racetrack is under no obligation to grant a review or reconsider a prior ejection.

# Plainridge Park Casino Property Guidelines



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**PLAINVILLE GAMING & REDEVELOPEMENT, LLC**

# PLAINRIDGE PARK CASINO

## LOCAL RACING GUIDE

### Contact Information

Mailing Address: Plainville Gaming and Redevelopment, LLC  
c/o Plainridge Park Casino  
301 Washington Street  
Plainville, MA 02762

Main Phone: 508-576-4500

Website: [www.plainridgeparkcasino](http://www.plainridgeparkcasino)

2015 Race Dates: April 15 – November 30

Racing Office: 508-576-4485 / 508-576-4486

Judges' Office: 508-576-4487

MA Gaming Commission:

### MASSACHUSETTS GAMING COMMISSION

Honorable Charlie Baker	Governor
Stephen Crosby	Chairman, Massachusetts Gaming Commission
Gayle Cameron	Member
Enrique Zuniga	Member
James F. McHugh	Member
Bruce Stebbins	Member
Rick Day	Executive Director
Dr. Alexandra Lightbown	Interim Director of Racing

*Massachusetts Gaming Commission*  
101 Federal St.  
Boston, Massachusetts 02110

**PLAINVILLE GAMING & REDEVELOPEMENT, LLC**

## **PLAINRIDGE PARK CASINO**

### **Racing Officials and Personnel**

Jay Snowden	Chief Operating Officer, PNGI
John Finamore	Sr. Vice President, Regional Operations, PNGI
Christopher McErlean	Corporate Vice President Racing, PNGI
Lance George	Vice President, General Manager
Stephen O'Toole	General Manager - Racing
Lenny Calderone	Racing Services Manager
Paul Verrette	Racing Secretary
Anthony Salerno	Presiding Judge
Annmarie Mancini	Program / Clerk of Course
Gregory Brewster	Paddock Judge
Robert Lieberman	Identifier
Richard Flanders	Starter / Patrol Judge
Debra Hardy	Horsemen's Bookkeeper
Dr. Jeremy Murdock	Track Veterinarian
Anthony Ristaino	Track Supervisor



## **HORSEMEN'S ORGANIZATIONS**

### **Harness Horsemen's Association of New England**

P.O. Box 1811  
Plainville, Massachusetts 02762

Michael Perpall, President  
James Hardy, Vice President  
John Coffey, Treasurer  
Russell Lawson, Secretary  
William Abdelnour, Director  
Frank Antonacci, Director  
Robert Bogigian, Director  
Donald Guidette Jr., Director  
Bill Krikorian, Director

### **Standardbred Owners of Massachusetts Inc.**

P.O. Box 1682  
Plainville, Massachusetts 02762  
508-528-1877  
[www.sominc.net](http://www.sominc.net)

Ed Nowak, President  
James Hardy, Vice President  
Nancy Longobardi, Secretary Treasurer  
Raymond Campbell, Director  
Bonnie Rush, Director  
Paul Vacca, Director

### **New England Amateur Harness Drivers Association**

301 Washington Street  
Plainville, Massachusetts 02762

Billy Abdelnour, President

## **RACING OFFICE GUIDELINES**

The applicable rules of the Massachusetts Gaming Commission (MGC) and/or the United States Trotting Association (USTA) shall be strictly enforced. All licensed persons participating at this meet are presumed to be familiar with these rules. Copies of these policies are available in the Judges' and Racing office, and on the Plainridge Park Casino website. Any future changes to these policies will be prominently posted in those three locations.

All trainers are required to complete, sign and submit a ***Racing Application*** regardless of whether they may or may not desire stalls. Participation in pari-mutuel and qualifying races and training is not permitted until the Racing Secretary approves the Racing Application.

Stable rosters must be kept up to date. Additions to the application must be made to the Racing Secretary weekly by 1 p.m. on Wednesday

Horses are required to have a negative Coggins test which expires no earlier than December 1, 2015. Trainers participating in other jurisdictions should be aware that this may be a different policy than are currently used in those venues and should plan accordingly.

Approved drivers must report with their USTA licenses to the Clerk of the Course. Drivers with expired licenses will be given only one (1) notice to renew. All drivers must give their USTA number to the Race Office at Plainridge Park Casino prior to participation in overnight races or qualifying events at Plainridge Park Casino.

All trainers and drivers must complete the ***"Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement"*** prior to exercising, training or racing any horse on the Plainridge Park Casino track. This is a pre-requisite for qualification to be insured under accident and disability insurance policy, and there shall be no exceptions.

Unless otherwise noted, the race office will open on draw mornings at 8:00 AM and the entry box will close at 9:00 AM. Trainers are asked to conduct their race office business in an efficient manner and to move along. Please note that the race office is not a "hang out." There is a lounge and a locker room where horsemen can congregate.

Whenever possible it is requested that trainers make out their own declarations. Trainers shall be held fully responsible for telephone declarations. The USTA entry system should be utilized whenever possible.

It is the policy of Plainridge Park Casino that every attempt will be made to race approved horses on a weekly basis. While circumstances may be such that horses occasionally "race back" on short rest, such decisions are made entirely at the Race secretary's discretion.

Race conditions may be altered and any and all events are subject to being combined at discretion of Racing Secretary to create full fields.

Horses entered incorrectly, whether deliberately or mistakenly, may be moved to the class to which they actually are eligible at discretion of Racing Secretary.

Horses may not drop more than one (1) class without permission of the Racing Secretary. Any horse winning its last start, including optional claimers, may be required to move up in class in their next start. Winning horses that do not advance in class may be drawn to the outside.

Horses qualifying at Plainridge Park Casino are expected to make their next pari-mutuel start at Plainridge Park Casino unless approved by the Racing Secretary. Failure to adhere to this policy may result in loss of racing privileges.

Performances in Massachusetts Sire Stakes events will not be considered in the classification of overnight events.

Post positions for all events will draw by the USTA computerized draw system. Horses fitting a lower condition may be drawn to the inside. Horses not fitting an original condition may be drawn to the outside.

*Draw Schedule will be posted on the weekly condition sheets.*

*Scratch Time is 10:00 AM the day following the draw.*

## **Qualifying Standards**

### **PACE - 2:03 TROT - 2:05**

- Two (2) second allowance for half-mile pari-mutuel tracks
- Two (2) second allowance for three-year-olds
- Two (2) second allowance for purses of \$2,500 or less.
- Allowances are cumulative

Any changes to qualifying standards will be posted on the weekly condition sheet.

Qualifying days and post times will be listed on the weekly condition sheet.

## **JUDGE'S GUIDELINES**

All scratches and changes must be processed through the Judges' Office only. Trainers are responsible to check on the status of catch drivers and Also Eligibles with the Judges.

Trainers are responsible for the condition of both their horses and equipment. If an unnecessary delay is caused by faulty equipment or shoeing, the trainer may be fined.

Broken equipment must be shown to the paddock judge or starter immediately after the race. If the equipment is found to be faulty, in the opinion of the judge's, fines may be imposed.

Anyone entering the racetrack must wear a safety vest and a buckled helmet at all times. Wearing sneakers, tennis shoes, or sandals is prohibited. All drivers and trainers entering the track during racing hours must be in clean, full colors that include white pants.

Race day changes must be made in a timely manner. Driver changes made after the program is printed are subject to the approval of the Presiding Judge.

All equipment changes after the formation of the post parade must take place in the paddock in the presence of the Paddock Judge. Equipment changes must not take place on the racetrack.

The judges may place a horse on the Judges' List for poor performance at any time. Horses making breaks in 2 consecutive races on a fast or good track will be required to re-qualify. Horses making a break in 3 consecutive races, regardless of track condition, will be required to re-qualify. Horses placed on the Veterinarians' List must receive clearance from a veterinarian prior to entering into a race.

Veterinarian scratch slips must be provided for horses scratched sick, lame or injured. Veterinarian clearance slips must be provided for those horses before their next start.

Consistent with section 1.2-H of this guide, profane or abusive language toward racing officials or toward any Plainridge Park Casino Employee will not be tolerated. Such actions shall result in a fine or suspension, as well as a possible loss of racing privileges. Abusive language, fighting or any type of disruptive behavior will not be tolerated. Violators will be subject to a fine and/or suspension or possible loss of racing privileges.

Horses shall not be left unattended in the paddock at any time. All horses must have an equipment card on file with the Paddock Judge. Trainers are responsible to maintain an up to date and accurate card with the Horse Identifier.

## **PADDOCK PROCEDURES**

Paddock Arrival Times will be posted in the Paddock.

The Paddock Judge's office is for official business only.

The only persons admitted to the paddock are owners, drivers, trainers, and grooms of horses programmed to race on that racing card, and fully appointed officials. No person under the age of 16, including owners, is permitted in the paddock.

Any licensee present in the paddock shall be subject to breathalyzer test at discretion of Judges.

No drivers, trainers, or grooms may leave the paddock until their racing business is over without permission of the Paddock Judge.

No Guests will be permitted in the paddock without the expressed written permission of either the Presiding Judge or Race Secretary.

Equipment changes or adjustments are to be made in the paddock only and must be reported to the Horse Identifier.

Unless approved in advance by the Paddock Judge horses may only go to the stalls assigned to them in the paddock. Any horse not in the proper stall may be scratched and the trainer fined. Repeated violations of this section may result in loss of racing privileges.

Smoking is prohibited in Plainridge Park Casino paddock with the exception of designated locations.

All horses must be warmed up at least one time around before their scheduled race.

## DRIVERS

Drivers wishing to compete at Plainridge Park Casino must apply in advance to the Judges. Plainridge Park Casino reserves the right to not allow any driver to compete at its discretion. The following information pertains to all drivers competing at Plainridge:

Provisional Drivers must report to the Judges prior to their first start.

No one under the age of 18 shall drive at Plainridge Park Casino in qualifying or Plainridge Park Casino sponsored overnight events regardless of license classification.

Drivers must notify the Presiding Judge with their choice of driving assignments when listed on multiple horses in a race. All drivers must call the Judges between 8:00 AM - 10 AM regarding driver assignments, the day following each draw. The phone number to call is 508-576-4487.

If necessary, driver assignments will be assigned at the discretion of the Presiding Judge.

All drivers must sign in at the Security Office at least one hour prior to post time for their first race. At that time, all drivers will be administered a Breath Analyzer Test.

Post Parades are expected to be tight and orderly.

All horses must post parade. A driver or trainer may be penalized for failing to parade their horse unless excused by the Judges. A horse may be held at the Paddock with the Judge's permission. All horses are required to go once around the track unassisted prior to the post parade of their respective race. Horses that fail to meet this requirement may be placed on the Judge's List and the trainer of record may be fined.

Drivers will parade and score the horses they are scheduled to drive. Any driver unable to do so must give proper notification to the Paddock Judge in advance.

Drivers who are concerned with the soundness or equipment of any horse shall notify the Starter any time prior to the word "Go".

All horses shall go the course, except in the case of an accident or broken equipment. If a driver is unable to continue, he or she must take the horse to the outside fence until the race is completed. If the horse has suffered an injury and is unable to complete the course, the driver shall dismount and hold the horse along the outside fence until the race is completed. Lame horses shall not be driven back to the Paddock. In such instances drivers should wait for assistance to remove the horse from the track.

All drivers involved in an accident are required to be examined by the Medical Staff.

Drivers must file all Objections with the Starter in the turn past the Finish Line immediately following the race, stating the number of the offending horse, where the incident occurred, and the nature of the violation. The driver must then immediately return to the Paddock Judges Office. Late Objections will not be accepted.

While on the racetrack, drivers will refrain from talking with other drivers and members of the public.

Drivers must keep both feet in the stirrups at all times except to pull earplugs. Any other incidents of a foot out of the stirrup may be considered kicking and could result in a fine and/or suspension.

Drivers shall set and maintain a pace comparable to the class in which they are racing. Failure to do so by going an excessively slow quarter or at any other portion of the race that changes the normal pattern, overall timing or general outcome of the race will be considered a violation and may be subject to a fine and or a suspension.

A penalty may be imposed, for driving in a half-in, half- out position

Any driver leaning back excessively in the bike may be subject to a fine.

Drivers must make every effort to stay outside of the pylons. Disqualifications, fines and/or suspensions may be imposed for leaving the course.

Drivers must keep both hands in the handholds at all times. One handed whipping is not allowed.

The use of the whip and/or reins on a horse that fails to respond shall be a violation. Reins shall not be used in a whip like fashion.

Excessive use of the whip, in any style or fashion, and/or using the whip after the finish of a race shall be considered a violation resulting in a fine and/or suspension.

Horses may be placed and the driver found blameless provided every effort has been made to avoid interference.

Unless warming up horses on the racetrack or obtaining permission from the Judges to leave, drivers shall remain in the paddock until all their engagements are completed.

**DRIVERS ON AND OFF THE RACETRACK ARE REMINDED THEY ARE PUBLIC FIGURES AND MUST CONDUCT THEMSELVES ACCORDINGLY.**

## TRAINERS

All trainers participating at Plainridge Park Casino are required to complete, sign and submit a racing application as well as a liability waiver as set forth in the Racing Office section. Participation in pari-mutuel races, qualifying races, and training is not permitted until such paperwork is approved and on file in the race office.

All trainers are to be familiar with section 1.2 of the Penn National Racing Guide, paying particular note to sections regarding horse mortality and animal welfare policies.

All trainers are to be familiar with the regulations of the Massachusetts Gaming Commission (MGC) including the 2015 MGC Trainers Reference Manual <http://massgaming.com/wp-content/uploads/Trainer-Manual-2015.pdf> and the United States Trotting Association (USTA). The MGC regulations will take precedence. All trainers and their grooms must have a current MGC license.

**Trainers should be familiar with MGC medication regulations and policies, particularly those pertaining to the administration of lasix and to TCO2 testing. All lasix administration will take place under the supervision of the Massachusetts Gaming Commission. Per MGC 3.29.6b lasix shall not be given less than four (4) hours prior to post time of the individual race.**

Trainers are responsible for the proper declaration of their horses, and are also responsible for providing the required paperwork (i.e. Coggins' Tests and claiming authorizations) to the racing office for all horses under their care.

Trainers of record are responsible to name drivers for their horses and to insure the driver's appearance. All trainer changes are subject to the approval of the Presiding Judge.

Trainers of record shall be held fully responsible for horses being in the paddock at the prescribed times. Trainers who will be absent from the paddock shall be held responsible for notifying the Presiding Judge of the name of the person in charge of their horses. Trainers habitually absent may be subject to sanction by the judges. **Present or not, all trainers are responsible for the horses under their care, as well as those persons in their employ.**

Trainers may be held responsible for horses that show a dramatic form reversal or inconsistent performances.

At the Presiding Judge's discretion, conflicts of interest will be addressed. However, trainers are responsible for notifying the Race Office of any possible conflict of interest. Failure to do so may result in all horses involved being scratched and the trainer being fined.



## **STARTER'S GUIDELINES**

Immediately after the post parade, drivers will turn their horses and score in front of the grandstand. Drivers should listen for the Starter to instruct them when to turn for the post parade and when to assemble for post time.

Horses shall parade in order, 1-2 lengths apart. All horses must score in front of the public at least one time.

With the permission of the Starter and the Presiding Judge, an individual horse may be held during the post parade. Such horses must be held at the paddock gate, under the supervision of the Paddock Judge. Permission must be requested in advance.

After the formation of the post parade, any adjustment of harness or other equipment must be made under the supervision of the Paddock Judge. Trainers are responsible for their equipment to be in proper and safe condition. If you have broken equipment during the race, report it to the Starter immediately after the race is over.

Drivers are expected to stay tightly bunched during the final score before a race; and respond together to the Starter's call to post.

All horses should be on the gate at the start of the race. Crossing over or backing out early at the start of a race will not be tolerated and may be subject to a fine.

There will be NO recalls for breaking horses. There will be a recall for a horse with broken equipment; for interference with another horse; if a horse falls before the word "go" is given; for a mechanical failure of the starting gate or if a horse scores ahead of the starting gate.

Schooling will be conducted on a weekly basis. The day(s) and time(s) will be advertised on the condition sheet.

## CLAIMING INFORMATION

Claiming forms will be available from the Clerk of Course.

All claims must be completed and submitted no less than 30 minutes prior to first race post time. Submitted claims may be reconsidered by the potential claimant up to 15 minutes of the scheduled post time of the race.

All persons submitting a claim must hold a valid USTA and MGC License.

Bank or Certified Check made payable to Plainridge Park Casino for the full amount shall accompany the claim. Funds must include claiming price with allowances, and Massachusetts state sales tax (6.25%).

A separate check or money order for \$35 made payable to the USTA must be included with the Claim Form.

Cash will not be accepted with the claim form.

Multiple claims on the same horse will be drawn by lot by the judges.

All claims will be announced during the post parade.

The Paddock Judge will notify the successful claimant or his representative. Successful claimant or representative shall have the right to measure the horse's hobbles and overcheck.

Trainers stabled on the grounds must receive stall approval prior to submitting a claim. In all other instances a claimed horse must leave the premises.

Per MGC rules, a horse claimed out of a claiming race shall not race at any other track until the close of the season at Plainridge Park Casino or for sixty (60) days, whichever is the shortest period of time.

All prospective claimants are to be familiar with Title 26 of the Anti Money Laundering section of the Bank Secrecy Act.

Plainridge Park Casino reserves its right to reject any potential claimant seeking to file a claim under the MGC open claiming regulation.

## **PURSE DISTRIBUTION**

Unless otherwise indicated purse distribution for all races will be as follows:

50%	1 <sup>st</sup> place
25%	2 <sup>nd</sup> place
12%	3 <sup>rd</sup> place
8%	4 <sup>th</sup> place
5%	5 <sup>th</sup> place

Trainers will receive 5% that shall be subtracted from the owners share.

Drivers will receive 5% or \$15 whichever is greater that shall be subtracted from the owners share.

Purse check will not be released without a "2015 Plainridge Park Casino Purse Authorization" and current W-9 on file. Such paperwork is available in the Racing Office, Paddock Judge's Office and at [www.plainridgeparkcasino.com](http://www.plainridgeparkcasino.com).

Purse checks can be either be picked up or mailed. Purse checks to be picked up will be available on Wednesdays.

Purse Checks will only be distributed to individuals who present proper identification.

Individuals are only allowed to pick up their own purse checks. Purse checks will not be released to third parties.

## **SAFETY RULES**

Smoking is prohibited within the confines of the barn area. Smoking is permitted in designated locations outside the barn area.

Access to sprinkler rooms and fire extinguishers shall not be limited in any manner. Sprinkler rooms are not to be used for storage.

Storage of containers of flammable materials (gasoline, kerosene, propane, etc.) or containers that formerly held flammable material is prohibited.

Submersible heaters used for cooking or feed or heating of water are not permitted in any area.

Heat Lamps are not permitted in the barns.

Fans will be inspected by security personnel and upon notice of unsatisfactory inspection the equipment will be taken out of service immediately.

## **BARN AREA**

The Race Secretary grants stabling privileges and requests should be so noted on the Plainridge Park Casino Racing Application and updated when necessary.

All persons stabled in the barn area must familiarize themselves with the appropriate rules and regulations of the Massachusetts Gaming Commission and Penn National Gaming. Trainers should particularly note sections 1.7 through 1.10 of this guide.

In order to enter the Plainridge Park Casino backstretch for racing, qualifying and/or training purposes, all horsemen must present at the Stable Gate any documentation as required by the Massachusetts Gaming Commission or by this guide, which may include, but is not limited to:

- Names of individuals in vehicle(s)
- Proof of Massachusetts Gaming Commission license of all individuals
- Name of Horse(s)
- Location horse(s) shipping from
- Evidence of Negative Coggins Test within past year (if not already on file)
- Sign off of required Plainridge Liability Waiver Forms (if not already on file)

Horses may not leave the grounds once they have checked in at the stable gate on the day they are racing until they have completed their racing engagement.

All vehicles entering Plainridge Park Casino stable area are subject to search at any time. Failure to adhere to requests by Security or authorized agents of Plainridge Park Casino to conduct such searches will result in immediate revocation of racing, stabling or ship-in privileges.

Horsemen assigned stall space or ship in stalls must keep stalls and all adjoining areas in acceptable condition. No horses may be kept overnight in ship-in stalls except with approval of Racing Secretary. Failure to adhere to these rules may result in loss of ship-in privileges.

Manure and trash must be disposed of the proper containers. Trash containers are for barn area trash only. No person shall bring trash from off site to be disposed of in trash containers. It is the responsibility of anyone with allotted stalls to keep the trash and manure areas neat and orderly.

Minors under the age of 16 must be accompanied by a licensed adult at all times while in the barn area, minors are not allowed in restricted areas.

Dogs are not allowed in the barn area.

## **RACETRACK**

Racetrack availability and hours will be posted.

All individuals using the racetrack should take notice and be aware of the likely presence of equipment for track maintenance. Such equipment will have the right of way.

The practice of “line driving” and the early stages of jogging young horses is restricted to the final hour of racetrack availability and shall take place on non-racing days only.

No jogging in the confines of the barn area. Towing of horses is allowed before 8 A.M.

Safety helmets and protective vests must be worn on the track at all times.

Any person using the racetrack must possess a valid license issued by the Massachusetts Gaming Commission.

All horses shipping onto the Plainridge Park Casino grounds to train must use the race paddock. Horsemen must check in at the stable gate and are bound by all of the policies in this section.

***CONTENTS OF THIS GUIDE ARE SUBJECT TO CHANGE OR ALTERATION AT ANY TIME AT THE DISCRETION OF PLAINRIDGE PARK CASINO OR PENN NATIONAL GAMING, INC.***



## PLAINRIDGE PARK CASINO



**Penn National  
Gaming, Inc.**

Please visit and patronize our business partners in  
Plainville and our Surrounding Communities.

3 Restaurant – *Franklin*  
Aunt Aleda's Bakery and Country Kitchen – *Mansfield*  
Best Buy – *North Attleboro*  
Chieftain Pub – *Plainville*  
Eagle Brook Saloon – *Wrentham*  
Fresh Catch – *North Attleboro*  
Hampton Inn – *Franklin*  
Holiday Inn Express – *North Attleboro*  
Incontro Restaurant & Lounge – *Franklin*  
Live Nation/Comcast Center – *Mansfield*  
Nolan's Flowers & Gifts – *North Attleboro*  
Northeast Data Destruction – *Plainville*  
Renaissance Hotel – *Foxboro*  
Residence Inn – *Franklin*  
South Street Pizza – *Plainville*  
The Flower Studio – *North Attleboro*  
The Looking Glass Café – *Wrentham*  
The Tavern from Tower Square – *Plainville*  
Towne Square Jewelers – *North Attleboro*  
Wentworth Hill Golf Club – *Plainville*  
Wrentham Village Premium Outlets – *Wrentham*

Ava's Market – *Plainville*  
Box Seats – *North Attleboro*  
Café Assisi – *Wrentham*  
Cibo Matto Caffè – *Mansfield*  
Fresh Catch – *Mansfield*  
Fitzzy's Pub – *Plainville*  
Hawthorne Suites – *Franklin*  
Holiday Inn Express – *Plainville*  
Miller Recycling – *Mansfield*  
Newton Airport Express – *Newton*  
Padula Brothers – *Raynham*  
Red Stone Grill – *North Attleboro*  
Residence Inn – *Foxboro*  
Right Touch Spa – *North Attleboro*  
Star Petroleum Company – *Foxboro*  
The Lafayette House – *Foxboro*  
The Pastry Box – *Plainville*  
The Terrace Café – *Wrentham*  
Trattoria Della Nonna – *Mansfield*  
Zinc Spa – *Wrentham*

### EXHIBIT 23C

Penn National Gaming, Inc. (“Penn”) Audit and Compliance Committee members are as follows:

Compliance Committee:

- Steve DuCharme (Chairman) – Non Board Member, Non Employee Member (Former Chairman of NV Gaming Control Board)
- Ron Naples – Penn Board member
- Harold Cramer - Penn Board member
- Thomas Auriemma - Non Board Member, Non Employee Member (Former Director of NJ Division of Gaming)

The following Penn Employees also typically attend Compliance Committee Meetings

- Jay Snowden – Executive VP, COO
- Carl Sottosanti – Sr. VP, General Counsel and Secretary
- Frank Donaghue – VP, Chief Compliance Officer
- Gregg Hart – VP, Internal Audit
- Jim Baldacci – Deputy Chief Compliance Officer

Audit Committee members:

- Jane Scaccetti – Chair and Penn Board Member
- John Jacquemin - Penn Board Member
- Harold Cramer – Penn Board Member
- Barbara Shattuck-Kohn – Penn Board Member.

The following Penn Employees also typically attend regular Audit Committee Meetings

- Jay Snowden - Executive VP, COO
- Carl Sottosanti – Sr. VP, General Counsel and Secretary
- Saul Reibstein - Executive VP, CFO and Treasurer
- Gregg Hart – VP, Internal Audit
- Frank Donaghue – VP, Chief Compliance Officer
- Andrew Ranalli – VP, Corporate Controller
- Chris Rogers – VP, Senior Corporate Counsel

The Audit and Compliance Committee Charters of Penn National Gaming, the applicant’s ultimate parent company, are attached as **Exhibits 23C-1 and 23C-2**, respectively.

**EXHIBIT 24**

**Submit as Exhibit 24 a copy of the applicant's most recent audited financial statements, most recent audited or unaudited quarterly financial statement, an audited profit and loss statement for the applicant's most recent fiscal year, a statement showing the total gross receipts for the past five calendar years received by each concessionaire operating at the race track and the amount paid to the applicant. If the receipts to the applicant are based on other than the gross receipts, explain how the receipts are calculated. Also include a description of any interest held by the applicant or any officer, director, member, manager, majority shareholder or partner in any concessionaire.**



EXHIBIT 24

**REDACTED**

## EXHIBIT 25

**Submit as Exhibit 25 a statement setting forth the reasons why the applicant believes that the dates applied for will be beneficial to the public, the Commonwealth and the applicant.**

The commission shall take into consideration, in addition to any other appropriate and pertinent factors, the following: the financial ability of an applicant to operate a race track; the maximization of state revenues; the suitability of racing facilities for operation at the time of the year for which dates are assigned; the circumstance that large groups of spectators require safe and convenient facilities; the interest of members of the public in racing competition honestly managed and of good quality; the necessity of having and maintaining proper physical facilities for racing meetings and the necessity of according fair treatment to the economic interest and investments of those who in good faith have provided and maintain such facilities.

Plainville Gaming and Redevelopment, LLC ("PGR") respectfully submits to the Commission the following information setting forth the reasons why PGR believes that the dates applied for will be beneficial to the public, the Commonwealth and PGR.

PGR is a wholly-owned subsidiary of Penn National Gaming, Inc. ("Penn"), a publicly-traded company with annual revenues of over \$3 billion. Penn is the largest regional gaming operator in the United States through the ownership or management of 28 facilities in 18 jurisdictions. Penn is also the largest operator of pari-mutuel facilities in North America with 12 racetracks in 10 different jurisdictions. Penn is recognized as having one of the strongest, and healthiest, balance sheets in the racing and gaming industries. Penn's most recent annual report and audited financial statements are submitted as part of this overall application to the Commission.

The approval of PGR's racing dates will provide a maximization of revenues to the state, horsemen and PGR through the positioning of the racing dates to gain maximum exposure in the national simulcast landscape. In addition, the high visibility and convenient location of Plainridge Park and the development of a new Class 2 gaming facility provide the potential for greater on-track attendance, which generates additional revenues for the track, horsemen and Commonwealth.

Penn also has a proven track record integrating gaming and racing to maximize revenues for the benefit of states and horsemen. Penn's Bangor Raceway has nearly doubled live racing dates over the past six years and purse money has tripled since the introduction of gaming at Penn's Bangor facility. Hollywood Casino at Charles Town Races is another example of Penn's ability to create a significant gaming facility while also creating an impactful racing program. Charles Town was purchased in 1997 out of bankruptcy by Penn and within six years was the largest racing-gaming facility in North America. Purses in 1997 at Charles Town were just over \$20,000 per day; today they are \$150,000 per racing card with the track hosting a multi-million dollar, nationally renowned stakes program that has generated record handles over the past several years. In 2015, racing days at Plainridge Park increased by over 30% by racing 25 more days than in 2014. In 2016, Plainridge Park will increase racing days again by hosting 10 more days than in 2015, an increase of another 9%.

Plainridge Park is a newly renovated climate-controlled facility that is able to provide comfortable seating and viewing areas for its guests during the proposed 2016-racing season. The current facilities at Plainridge Park are sufficient to accommodate expected attendance and proper security measures are in place to ensure a safe guest experience.

As a highly-regulated company, Penn takes integrity of its product and employees seriously. Penn has extensive internal controls, training and auditing of every operation to ensure compliance and unparalleled integrity. Penn has brought those best practices to Plainridge Park. The company faces regular licensing in over two dozen jurisdictions and understands the need for proactive and continual focus on integrity related items.

Penn has extensive experience in the maintenance of physical racing facilities and racing surfaces in year round weather and operating conditions. Penn has brought the best practices from its other racing facilities to benefit the operations at Plainridge Park.

Penn is a respected operator of gaming and racing operations and has a strong commitment to its employees, horsemen and the communities in which it operates. Maintaining a strong racing industry in the Commonwealth has not only direct benefits for the racetrack, but a significant indirect impact on agri-business and open space throughout the state and region. As an example of its commitment to the horsemen at Plainridge Park, Plainridge and the Harness Horsemen's Association of New England (HHANE) executed a five-year agreement stipulating that up to 75% of the races conducted at Plainridge during the term of the agreement will be exclusively for horsemen who have supported and raced at Plainridge over the past few years. This ensures that local and regional horsemen will be the beneficiaries of the racing program going forward.

**EXHIBIT 26**

**Submit as Exhibit 26 the following information:**

**(a) Actual amount of purses paid in the last calendar year;**

**2014**

	<u>Purses Awarded</u>	<u>Stipends Awarded</u>	<u>2% Horsemen Assoc.</u>	<u>Total Awarded/Paid</u>
Jan	-	-	1,878	
Feb	-	-	1,744	
Mar	-	-	2,299	
Apr	169,400	5,925	2,274	
May	352,475	15,300	3,192	
June	368,300	18,750	2,752	
July	383,075	19,350	2,890	
Aug	345,400	17,550	2,900	
Sept	396,244	15,675	2,232	
Oct	455,533	11,925	1,997	
Nov	-	-	2,032	
Dec	-	-	1,203	
	<b>2,470,427</b>	<b>104,475</b>	<b>27,393</b>	<b>2,602,295</b>

	<u>2014 Purse Summary</u>		<u>2014 Purse Funding</u>
Purses Funding	1,701,831	Racing	1,385,823
Awarded	(2,470,427)	In-state Premiums	40,306
Stipends	(104,475)	Purged Outs	140,922
2% Horsemen	(27,393)	Stakes from State	134,780
<b>2014 Over payment</b>	<b>(900,464)</b>		<b>1,701,831</b>

**(b) Estimated amount of purses to be paid in the next calendar year;**

2016 purses will be the first purse year to experience notable increase in purses with the added funding from the Race Horse Development Fund. Based on the agreement with the Harness Horsemen’s Association of New England and the influx of revenue from the Race Horse Development Fund, it is anticipated that 2016 purses will amount to at least \$4,000,000.

- (c) **Actual handle generated by applicant on its live races in the last calendar year (all sources);**

2014            \$7,566,221

	<u>2014 Handle</u>
Live	1,108,715
Import	32,358,732
Export	6,457,506
	<hr style="width: 50%; margin-left: auto; margin-right: 0;"/> 39,924,953

- (d) **Direct employment numbers attributable to applicant in the last calendar year as evidenced by the number of people who received a Form W-2 and / or Form 1099 MISC and direct employment numbers of employees who are citizens of the Commonwealth;**

2014	W-2	1127	-	Mass	82
	1099	418	-	Mass	114

- (e) **Indirect employment numbers attributable to applicant in the last calendar year as evidenced by statements from sub-contract companies (such as concession workers, security guards, tote personnel, etc.) as to employees assigned to applicant's facility;**

United Tote

Plainville Police Detail

Plainville Fire Detail

- (f) **Number of occupational licenses attributable to applicant in the last calendar year;**

2014            1,120

- (g) **Amount of tax revenue and other revenues paid to the Commonwealth in the last calendar year including total Massachusetts income tax withheld from employees, Massachusetts sales taxes paid to the Commonwealth, Massachusetts corporate taxes actually paid or payable for the most recent fiscal year, and real estate taxes, as evidenced by appropriate source documents such as Forms W-2, M941, sales tax remittance forms, etc.;**

## Tax Summary

Prepared 9-29-15

Real Estate Taxes	\$549,916
Gaming Tax Withholding	\$127,569
MA Payroll Withholding	\$139,706
Meals Tax	\$32,702
Sales Tax	<u>\$20,917</u>
	<b>\$870,810</b>

- (h) **pari-mutuel revenue generated and paid to the Commonwealth in the last calendar year including state commissions, assessments, association license fees, occupational license fees, fines, penalties and miscellaneous revenues, other than unclaimed wagers, paid to the Massachusetts State Racing Commission and Massachusetts Gaming Commission.**

2014

Commissions	\$ 248,276.14
Assessments	143,571.09
Association Lic. Fees	108,130.80
Occupational Lic. Fees	27,555.00
Fines	<u>14,690.00</u>
Total	\$ 542,223.03

## **EXHIBIT 27**

**Include as Exhibit 27 a master list of requested simulcast imports. A new form (“Licensee Request for Simulcast Import”) MUST be completed for EACH signal and submitted to the Commission no later than November 29 of each calendar year. Approval letters from the host racetrack’s regulatory authority and both representative horsemen’s groups must be on file with MGC by the close of business on the day prior to the first day of import.**

### **IMPORT SIMULCAST SIGNALS**

#### **Notice of “Premium Free” Election**

In the event there is an operating running horse racing meeting licensee located in Suffolk county in 2016, Plainville Gaming and Redevelopment, LLC identifies and elects the period from Sunday June 19, 2016 to Saturday September 10, 2016 as the period for “which no premium need be paid” for simulcast signals received in accordance with MGL 128C, section 2 (4).

Plainville Gaming and Redevelopment, LLC – Exhibit 27

Ajax Downs, Canada  
Alameda County Fair, CA (Pleasanton)  
Alberta Downs, Canada  
Aqueduct, NY  
Arlington Park, IL  
Atlantic City Race Course, NJ  
Balmoral Park, IL  
Bangor Raceway, ME  
Batavia Downs, NY  
Belmont Park, NY  
Belterra Park, OH  
Big Fresno Fair, CA (Fresno)  
Bluffs Run Greyhound, IA  
Breeders' Cup, CA  
Buffalo Raceway, NY  
Cal Expo, CA  
California State Fair, CA (Sacramento)  
Canterbury Park, MN  
Century Downs, Canada  
Charles Town, WV  
Churchill Downs, KY  
Colonial Downs, VA (Harness Meet)  
Colonial Downs, VA (Thoroughbred Meet)  
Dayton Raceway, OH  
Daytona Beach Kennel Club, FL  
Del Mar Thoroughbred Club, CA  
Delaware County Fair, OH  
Delaware Park, DE  
Delta Downs, LA (Quarter Horse Meet)  
Delta Downs, LA (Thoroughbred Meet)  
Derby Lane Greyhound, FL  
Dover Downs, DE  
Dubai World Cup, United Arab Emirates  
DuQuoin State Fair, IL  
Ellis Park, KY  
Emerald Downs, WA  
Evangeline Downs, LA (Quarter Horse Meet)  
Evangeline Downs, LA (Thoroughbred Meet)  
Fair Grounds Race Course, LA (Quarter Horse Meet)  
Fair Grounds Race Course, LA (Thoroughbred Meet)  
Fairmount Park, IL  
Fairplex Park, CA  
Finger Lakes, NY  
Flagler Greyhound, FL  
Flamboro Downs, Canada  
Fonner Park, NE  
Fort Erie Racetrack, Canada  
Fraser Downs, Canada  
Freehold Raceway, NJ  
Golden Gate Fields, CA  
Grand River Raceway, Canada  
Gulfstream Park, FL  
Gulfstream Park West, FL  
Harrah's Philadelphia, PA  
Harrington Raceway, DE  
Hastings Racecourse, Canada  
Hawthorne Race Course, IL  
Hazel Park, MI  
Hialeah Park, FL  
Hoosier Park, IN  
Humboldt County Fair, CA (Ferndale)  
Illinois State Fair, IL  
Indiana Grand Racing Casino, IN  
Jacksonville Kennel Club @ Orange Park, FL  
Keeneland, KY  
Kentucky Derby Future Wager, KY  
Kentucky Downs, KY  
Kentucky Oaks Future Wager, KY  
Latin American Racing Channel Thru Calder  
Latin American Racing Channel Thru Gulfstream  
Latin American Racing Channel Thru Laurel  
Latin American Racing Channel Thru Pimlico  
Laurel Park, MD  
Little Brown Jug Future Wager, OH  
Lone Star Park, TX (Quarter Horse Meet)  
Lone Star Park, TX (Thoroughbred Meet)  
Los Alamitos, CA (Quarter Horse Meet)  
Los Alamitos, CA (Thoroughbred Meet)  
Louisiana Downs, LA (Quarter Horse Meet)  
Louisiana Downs, LA (Thoroughbred Meet)  
Mahoning Valley Race Course, OH



Plainville Gaming and Redevelopment, LLC – Exhibit 27

Mardi Gras Greyhound, FL  
Maywood Park, IL  
Meadowlands, NJ  
Miami Valley Gaming, OH  
Mohawk Racetrack, Canada  
Monmouth Park, NJ  
Monticello Raceway, NY  
Mountaineer Park, WV  
Naples-Ft. Myers Greyhound, FL  
Northfield Park, OH  
Northville Downs, MI  
Oaklawn Park, AR  
Ocean Downs, MD  
Orange Park Kennel Club, FL  
Palm Beach Kennel Club, FL  
Parx Racing, PA  
Penn National Race Course, PA  
Pimlico, MD  
Pocono Downs, PA  
Pompano Park, FL  
Portland Meadows, OR  
Prairie Meadows, IA (Quarter Horse Meet)  
Prairie Meadows, IA (Thoroughbred Meet)  
Presque Isle Downs, PA  
Remington Park, OK (Quarter Horse Meet)  
Remington Park, OK (Thoroughbred Meet)  
Retama Park, TX (Quarter Horse Meet)  
Retama Park, TX (Thoroughbred Meet)  
Rideau Carleton Raceway, Canada  
Rosecroft Raceway, MD  
Running Aces Harness Park, MN  
Sam Houston Race Park, TX (Quarter Horse)  
Sam Houston Race Park, TX (Thoroughbred)  
San Joaquin County Fair, CA (Stockton)  
Sanford-Orlando Kennel Club, FL  
Santa Anita Park, CA  
Sarasota Kennel Club, FL  
Saratoga Raceway, NY (Harness)  
Saratoga, NY (Thoroughbred)  
Scarborough Downs, ME  
Scioto Downs, OH  
Sonoma County Fair, CA (Santa Rosa)  
Southland Greyhound Park, AR  
Sports Creek Raceway, MI  
St. John's at Orange Park, FL  
Suffolk Downs, MA  
Sunland Park, NM  
Tampa Bay Downs, FL  
Tampa Greyhound Park, FL  
The Downs at Albuquerque, NM  
The Meadows, PA  
The Red Mile, KY  
Thistledown, OH  
Timonium Fair, MD  
Tioga Downs, NY  
Tri-State Greyhound Park, WV  
Turf Paradise, AZ  
Turfway Park, KY  
Vernon Downs, NY  
Western Fair Raceway, Canada  
Wheeling Island Greyhound, WV  
Will Rogers Downs, OK (Quarter Horse Meet)  
Will Rogers Downs, OK (Thoroughbred Meet)  
Woodbine, Canada (Harness Meet)  
Woodbine, Canada (Thoroughbred Meet)  
Yonkers Raceway, NY  
Zia Park, NM

**Plainville Gaming and Redevelopment, LLC – Exhibit 27**

**EXHIBIT 28**

**Include as Exhibit 28 a master list of requested simulcast export outlets with this application. Such list should identify all secondary, satellite, and/or guest sites serviced by the primary outlet. In addition, a new form ("Licensee Request for Simulcast Export") MUST be completed for each signal and submitted to the Commission, along with an approval letter from the applicant's representative horsemen's group, no later than 30 days before the first scheduled day of the live race meet.**

EXPORT SIMULCAST SIGNALS

Plainville Gaming and Redevelopment, LLC – Exhibit 28

<b>Guest and Secondary Sites</b>	<b>Customer Code</b>
<b>Ajax Downs (Ontario, Canada)</b>	PIC
<b>Alberta Downs (Alberta, Canada)</b>	ABD
Post Time Lounge	PTL
Resolve Bar & Grill	A9A
Golden Cottage Dining & Lounge	A9B
<b>AmWest Entertainment (OTB's and ADW)</b>	
Triple Crown (South Dakota)	NSC
Time Out Lounge (South Dakota)	RCT
The Greenbrier Resort (West Virginia)	GBR
AmWest Accounts	AWA
AmWest Web Services	AWS
AmWest Ent. Group 1	AW1
AmWest Ent. Group 2	AW2
AmWest Ent. Group 3	AW3
AmWest Ent. Group 4	AW4
AmWest Ent. Group 5	AW5
<b>Arapahoe Park (Colorado)</b>	ARP
Grand Junction OTB	GJO
Havana Park	HAV
Red and Jerry's	RAJ
Southern Colorado Gaming - Pueblo	PUE
Softball Country	SCY
Sundance Steakhouse and Saloon	SUS
Big Ds OTB at Whiskey River	BDW
Celtic Tavern OTB	CTO
Post Time South	FOT
Wildwood Casino OTB	WID
The Cow Palace OTB	COW
Post Time OTB	PTT
<b>Arima Race Club (Trinidad)</b>	ARC
Park Street Betting Shop	AR1
St. James OTB	AR2
Curepe OTB	AR3
Santa Rosa Park OTB	AR4
Keate Street OTB	ARK
Union Park OTB	ARU
Arima OTB	ARA
Chaguanas OTB	CHA
<b>Arlington International Racecourse (Illinois)</b>	API
Trackside Chicago	APC
Trackside Hodgkins	APD
Trackside Lockport	APF
Trackside McHenry	APH
Trackside Aurora	APJ
Trackside Villa Park	APP
Trackside Quad Cities	APQ
Trackside Rockford	APR
Trackside South Beloit	APS
Trackside South Elgin	APE

Trackside Sundance Arlington	APU
Trackside Waukegan	APW
Trackside Orland Hills	APO
<b>Assiniboia Downs (Manitoba, Canada)</b>	ASD
Alfie's Restaurant & Billiards	ALF
Club Regent Teletheatre	CBR
Central Hotel	CEN
Green Brier Inn	GBI
McPhillips St Station Teletheatre	MSS
Pembina Hotel	PMX
Quest Inn	QIN
Windsor Park Inn	WPI
Assiniboia Downs Handicap	HXS
Assiniboia Downs TAB (Canadian Residents Only)	TSD
<b>Atlantic City Casinos (New Jersey)</b>	
Borgata Casino	BRG
<b>Atlantic City Race Course (New Jersey)</b>	ATL
Vineland OTB (New Jersey)	VNL
<b>Balmoral Park / Maywood Park (Illinois)</b>	
Adam's Road House Sports B&G	ARH
Aurora OTB	AUR
Balmoral Park Race Track	BPR
Bloomington OTB	BLO
Champaign OTB	CPO
Corliss OTB	CSO
Crestwood OTB	CST
Elk Grove Village OTB	ELK
Empress OTB	EPO
Hawthorne Race Course	HAW
Hoffman Estates OTB	HOF
Shark City OTB	HWG
Players Club OTB	HWP
Joliet OTB	JOO
Lockport OTB	LOC
LaSalle Street OTB	LSS
Maywood Park	MAP
Mokena OTB	MOK
Niles OTB	NIL
Oakbrook Terrace OTB	OKT
Peru OTB	PER
Yorkville OTB	YVL
Fairmount Park	FPK
Betzotic Internet (IL Residents Only)	ILI
Betzotic IVR (IL Residents Only)	ILP
Betzotic Telephone (IL Residents Only)	ILT
Xpressbet Illinois (IL Residents Only)	XIL
<b>Bangor Raceway (Maine)</b>	BAN
<b>Belterra Park (Ohio)</b>	BEP
<b>Bettor Racing (ADW)</b>	
Bettor Racing - Online	BRI
Bettor Racing OTB	BRO
Bettor Racing HV	BRX

Bettor Racing Grp 1	BR2
Bettor Racing Grp 2	BR3
Bettor Racing Grp 3	BR4
Bettor Racing Grp 4	BR5
Bettor Racing Grp 5	BR6
Bettor Racing Grp 6	BR7
Bettor Racing Grp 7	BR8
Bettor Racing Grp 8	BR9
Bettor Racing Grp 10	BN0
Bettor Racing Grp 11	BN1
Bettor Racing Grp 12	BN2
Bettor Racing Grp 13	BN3
Bettor Racing Grp 14	BN4
Bettor Racing Grp 15	BN5
Bettor Racing Grp 16	BN6
Bettor Racing Grp 17	BN7
Bettor Racing Grp 18	BN8
Bettor Racing Grp 19	BN9
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<b>Birmingham Race Course (Alabama)</b>	BHM
Victoryland Greyhound (Alabama)	VLD
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<b>Bluffs Run Greyhound Park (Iowa)</b>	BLF
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<b>Buffalo Raceway (New York)</b>	BUR
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<b>Canterbury Park (Minnesota)</b>	CBY
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<b>Capital District Off-Track Betting Corporation (New York)</b>	
Capital Internet & Phone Wagering	
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<b>Catskill Off-Track Betting Corporation (New York)</b>	CAR
Catskill Internet & Phone Wagering	
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<b>Century Downs (Alberta, Canada)</b>	
Black Diamond Hotel	BDH
Backstreet Pub & Pizza	BTP
Century Casino Calgary	CC1
Century Downs on-track	CED
Ducks on the Roof	DUR
Jackpot Casino Red Deer	JRD
Medicine Hat Lodge	MHL
Olds Hotel CB	OHC
Rookie's Lounge	ROK
Schanks North	WU2
RMTC Airdrie Theatre	WUA
Elbow River OTB	WUE
Five Star Bingo	WUF
Stoney Nakoda Resort & Casino	WUN
RMTC Okotoks	WUO
Schanks 1 OTB	WUS
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<b>Charles Town Races (West Virginia)</b>	CTR
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<b>Coeur D'Alene Casino (Idaho)</b>	WRL
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<b>Colonial Downs (Virginia)</b>	CLD
Martinsville OTB	CLD
Broad Street OTB	CLD
Hampton OTB	CLD
Indian River OTB	CLD
Colonial EZHorsePlay	CDP

Colonial EZHP-MD	CDY
<b>Columbus Races (Nebraska)</b>	CLS
<b>Corpus Christi Greyhound Racing (Texas)</b>	CPC
<b>Day At The Track (ADW)</b>	DAT
<b>Dayton Raceway (Ohio)</b>	HGD
<b>Delaware Park (Delaware)</b>	DEL
<b>Delta Downs (Louisiana)</b>	DLT
<b>Downs at Albuquerque (New Mexico)</b>	ALD
<b>Dover Downs Raceway (Delaware)</b>	DOV
<b>eBet Technologies Inc. (ADW)</b>	EBT
HorsePlayersBet.com/eBet	HPB
HarringtonBets.com/eBet	HTB
Compubet.com/eBet	CUB
AustralianRacingbets/eBet	OZB
Jump2Bet.com/eBet	JTB
MutuelsOnline.com/eBet	MOL
RaceUwin.com/eBet	RUW
Vegas Downs, Inc/eBet	VDI
WagerLiveRacing.com/eBet	WLR
123Bet.com	E23
<b>Elite Turf Club (ADW)</b>	
Elite Turf Club - Office 10	ETA
Elite Turf Club 11	ETB
Elite Turf Club 12	ETC
Elite Turf Club 2	ETD
Elite Turf Club 13	ETE
Elite Turf Club 14	ETF
Elite Turf Club 15	ETG
Elite Turf Club - Office 3	ET3
Elite Turf Club - Office 4	ET4
Elite Turf Club - Office 5	ET5
Elite Turf Club - Office 6	ET6
Elite Turf Club - Office 7	ET7
Elite Turf Club - Office 8	ET8
Elite Turf Club - Office 9	ET9
<b>Emerald Downs (Washington)</b>	EMD
Washington Offtrack Locations	WOF
<b>Evangeline Downs (Louisiana)</b>	EVD
Eunice OTB	EUN
Races and Aces-Henderson	HEN
Port Allen OTB	PAO
St. Martinville OTB	SMV
<b>Fair Grounds (Louisiana)</b>	FRG
Finish Line #2 - Covington	FLA
Finish Line #3 - Slidell	FLB
Finish Line #4 - Gretna	FLC
Finish Line #6 - Houma	FLD
Finish Line Elmwood	FLE
Finish Line #7 St.Bernard	FLF
Finish Line Kenner	FLQ
Finish Line Metairie	FLR
Finish Line LaPlace	FLS

Finish Line Thibodaux	FLT
Finish Line Westwego	FLW
Fairgrounds Acct. Wagering (LA Residents Only)	FAW
<b>Fair Meadows (Oklahoma)</b>	FMT
<b>Favorites at Gloucester Township (New Jersey)</b>	FGC
<b>Finger Lakes (New York)</b>	FIL
FingerLakesBonusBets.com	FGL
<b>Fonner Park (Nebraska)</b>	FON
<b>Fort Erie Race Track (Ontario, Canada)</b>	FOE
<b>Fraser Downs, Hastings Park, BC Teletheatres (British Columbia, Canada)</b>	
Fraser Downs	FRD
Hastings Park	HST
TBC Teletheatres AA	TB1
TBC Teletheatres A	TB2
TBC Teletheatres B	TB3
TBC Teletheatres AAH	TB4
TBC Teletheatres AH	TB5
TBC Teletheatres AAA	TB6
TBC Teletheatres-Hastings Mainland	TB7
<b>Freehold Raceway (and New Jersey OTB)</b>	FHR
Favorites at Tom's River	TOM
<b>Game Play Network (ADW)</b>	
Game Play Network ADW	ODY
Game Play Network Oddz	ODZ
<b>Global Wagering Solutions (International ADW)</b>	
Bwin International Ltd	GBW
Cashpoint Limited	GCP
GWS German Tote	GGT
International Betting Association Ltd	GOX
Lotos	GLT
Magna Bet	MAB
onextwo	OXT
Pferdewetten.de GmbH	GPW
Racebets	GRR
Scientific Games Racing BV	GSN
Victor Chandler International	VCI
Win Race Pferderennen	GE9
Betsson	GWB
Intelligent Gaming	GWI
PlanetWin	GWP
GWS Stan James	GSJ
GWS Boylesports	GBS
<b>Greyhound Park at Post Falls (Idaho)</b>	CAO
<b>Gulf Greyhound Park (Texas)</b>	GLF
Gillespie County Fair	GIL
<b>Harrah's Philadelphia (Pennsylvania)</b>	HCR
TVG - Harrahs Chester Downs	TVH
<b>Harrington Raceway (Delaware)</b>	HAC, HAL
<b>Hawthorne Race Course (Illinois)</b>	HAW
Adam's Road House Sports B&G	ARH
Aurora OTB	AUR
Balmoral Park Race Track	BPR



Bloomington OTB	BLO
Champaign OTB	CPO
Corliss OTB	CSO
Crestwood OTB	CST
Elk Grove Village OTB	ELK
Empress OTB	EPO
Hawthorne Race Course	HAW
Hoffman Estates OTB	HOF
Shark City OTB	HWG
Players Club OTB	HWP
Joliet OTB	JOO
Lockport OTB	LOC
LaSalle Street OTB	LSS
Maywood Park	MAP
Mokena OTB	MOK
Niles OTB	NIL
Oakbrook Terrace OTB	OKT
Peru OTB	PER
Yorkville OTB	YVL
Fairmount Park	FPK
Hawthorne Acct. Wagering (IL Residents Only)	HAX
Club Hawthorne AW (IL Residents Only)	HWA
<b>Hazel Park (Michigan)</b>	<b>HPH</b>
<b>Hoosier Park (and Indiana OTB's)</b>	<b>HPG</b>
Fort Wayne OTB	FWG
Indianapolis OTB	IAG
Merrillville OTB	MEG
<b>Horse Races Now (ADW)</b>	<b>HRN</b>
<b>Horse Racing New Brunswick (Canada Tracks &amp; OTB's)</b>	
Exhibition Park Raceway	EPR
Fredericton Raceway	FTN
Horseshoe Sports Pub	HSP
Kennedy Inn	SAT
Valley Sands Entertainment Complex	VSE
<b>Horsemen's Park (and Nebraska outlets)</b>	<b>NEB</b>
Lincoln Race Course	LRC
<b>Indiana Downs (and Indiana OTB's)</b>	<b>IDS</b>
Clarksville OTB	IOC
<b>Intermountain Racing &amp; Entertainment (Idaho Track, OTB, ADW)</b>	
Sandy Downs	TET
The Turf Club at Fort Hall Casino	TCC
Idaho Falls OTB	IFO
Idabet.com	IDB
<b>Iowa Greyhound Association (Iowa) (formerly Dubuque Greyhound)</b>	<b>IGA</b>
<b>Las Vegas Dissemination Company</b>	
Foxwoods Casino (Connecticut)	FXC
Cities of Gold Sports Bar (New Mexico)	POJ
Meskwaki (Iowa)	MSK
Megatote (ADW)	MGT
<b>Les Bois Park (Idaho)</b>	<b>LBP</b>
<b>Lewiston Raceways, Inc.</b>	
Winners OTB (Maine)	BRU

Newport Jai Alai (Rhode Island)	NJA
Winner's Circle OTB (Maine)	LEW
<b>Lien Games Racing, Inc. (North Dakota OTB's and ADW)</b>	
Chips Lounge & Casino	LGC
Skydancer Casino	SKY
Rumors	LGR
Turf Room OTB	LGE
OTB.Com Phone	LGA
HOJO OTB	LGM
Lien Games OT.com NY	LGY
Lien Games CA Internet	LG2
Lien Games Internet Wagering	LIW
Lien Games Internet Wagering 2	LI2
Lien Games Internet Wagering 3	LI3
Lien Games Internet Wagering 4	LI4
Lien Games Internet Wagering 5	LI5
Wager2win	L2W
OffTrackBetting.com	L3W
<b>Lone Star Park (Texas)</b>	
	LSP
<b>Louisiana Downs (Louisiana)</b>	
Harrahs Louisiana Downs OTB	LAD
	LDT
<b>Mahoning Valley Race Course (Ohio)</b>	
	MVR
<b>Marquis Downs (Saskatchewan, Canada)</b>	
Queensbury Downs	MAQ
Lucky's Bar & Grill Teletheatre	QBY
Sports On Tap	LBT
The Pump Road House	SOT
	MQR
<b>Maryland Jockey Club (Laurel, Pimlico, and Maryland OTB's)</b>	
Limited Liability Entity	MJC
	LLE
<b>Meadowlands Racetrack (New Jersey)</b>	
Winners Bayonne	MED
	BAY
<b>The Meadows (Pennsylvania)</b>	
Meadows Acct Wagering	MEA
	MAW
<b>Miami Valley Gaming and Racing (Ohio)</b>	
	MVG
<b>Monmouth Park (New Jersey)</b>	
Favorites at Woodbridge	MTH
Favorites at Hillsborough	WOB
Jamie's Bar	FHO
NJ ADW-Online	JMB
NJ ADW-Mobile	NJ1
NJ ADW-IVR	NJ2
	NJ3
<b>Montana Simulcast Racing, LLC (Montana)</b>	
Butte OTB	BUT
Dehler's Hand Casino	DHC
Golden Spur	GLD
Halftime Sports Bar	HSB
Kalispell OTB	KAL
Missoula Montana OTB	MMO
Yellowstone Downs	YEL
<b>Monticello Raceway (New York)</b>	
	MRA
<b>Mount Pleasant Meadows (Michigan)</b>	
	MPM
<b>Mountaineer Park (West Virginia)</b>	
	MNR

<b>Nassau Regional Off-Track Betting Corporation (New York)</b>	
Nassau Internet & Phone Wagering	
<b>New York Racing Association (New York)</b>	NYR
NYRA Acct Wagering	NYA
<b>Northfield Park (Ohio)</b>	NPK
Cedar Downs OTB	CDR
<b>Northlands Park (Alberta, Canada)</b>	NOP
Alberta Teletheatre Network-Northlands	ATU
Barney's Bar & Grill	BAA
Beverly Crest Games Room	BCG
LaBiche Inn	BCH
Billy Budd's	BIB
Best Western Denham Inn	BWD
Coach's Sorner Sports Bar	CCB
Continental Inn	COI
Champ's Sports Bar	CSB
Central Suite Hotel	CSH
Drayton Valley Hotel	DRH
Dover Hotel	DVH
Evergreen Park Casino	EGP
Eagle River Casino	EGR
Franklin's Inn	FKI
Franco's Pub	FRP
Grove Motor Inn	GMI
Howard Johnson	HWJ
Longshots	LGS
Post Time at Fitzgeralds	PAF
Players Club	PYC
River Cree Resort & Casino	RIC
Rossllyn Inn & Suites	ROI
Rookie's Lounge	ROK
Schanks Athletic Club Edm	SCH
Skip's Sports Bar	SKB
Smoky Lake Inn	SML
Santo's Restaurant & Lounge	SRL
The Park Hotel	TPH
The Sawridge Inn	TSI
West Edmonton Truckland	WET
<b>Northville Downs (Michigan)</b>	NOR
<b>Oaklawn Park (Arkansas)</b>	OPA
Oaklawn Park Account Wagering	OPT
<b>Ocean Downs (Maryland)</b>	OCD
<b>Parx Racing (Pennsylvania)</b>	PHA
Brandywine Turf Club	BDY
Center City Turf Club	CTC
Northeast Philly Turf Club	NEP
Oaks - Valley Forge	OVF
South Philadelphia Turf Club	SPO
Philly Park Internet	PHI
Philly Park Phonebet	PHP
Philly Park IVR	PVR
<b>Penn National Race Course (Pennsylvania)</b>	PEN

York OTW	YRK
Lancaster OTW	LAN
Penn National Account Wagering	ACW
Penn National Telebet	PTB
<b>Player Management Group (ADW)</b>	PMG
Player Management Group A	PMA
Player Management Group B	PMB
Player Management Group C	PMC
Player Management Group D	PMD
Player Management Group E	PME
Player Management Group F	PMF
Player Management Group H	PMH
Player Management Group I	PMI
Player Management Group J	PMJ
<b>Pocono Downs (Pennsylvania)</b>	POC
Pocono Downs OTB	POT
Pocono Downs Account Wagering	PAW
Pocono Downs Internet	POI
<b>Pompano Park (and Florida In-State Guest Locations)</b>	PPK
Naples-Fort Myers Greyhound	BFM
Calder Race Course	CRC
Daytona Beach Kennel Club	DBK
Dania Jai Alai	DJA
Ebro Dog Track	EBG
Flagler Greyhound Track	FGH
Fort Pierce Jai Alai	FPJ
Gretna Racing LLC	GIQ
Gulfstream Park	GPK
Hamilton Jai Alai & Poker	HJP
Hialeah Park	HIA
Hollywood Greyhound Park	HKC
Palm Beach Kennel Club	INV
Jacksonville Kennel Club	JKC
Melbourne Greyhound Park	MEL
Miami Jai Alai	MJA
Ocala Breeders Sales	OBS
Ocala Jai Alai	OJA
Orange Park Kennel	OPK
Sanford-Orlando Kennel Club	ORR
Orlando Seminole Jai Alai	ORS
Pensacola Greyhound Track	PGH
St. John's Greyhound Park	SJG
Sarasota Kennel Club	SKC
Summersport Jai Alai @ Dania	SMR
Derby Lane	SPK
Tampa Bay Downs	TAM
Tampa Greyhound Track	TKC
<b>Portland Meadows (and Oregon OTB's)</b>	POM
Oregon Off-Tracks	OOT
<b>Potawatomi Bingo Casino (Wisconsin)</b>	PTW
<b>Prairie Meadows (Iowa)</b>	PRM
Prairie Meadows Contest	PMS

<b>Premier Gateway International (International ADW)</b>	IOM
Phumelela Gold – Europe	EUC
Phumelela Gold - UK	UKP
Safetote	TVA
<b>Premier Turf Club (ADW)</b>	PRT
Premier Turf Club 2	PRS
<b>Presque Isle Downs (Pennsylvania)</b>	PID
<b>Racing &amp; Gaming Services (ADW)</b>	RGS
Racing Gaming Services Grp. 1	RG1
Racing Gaming Services Grp. 2	RG2
Racing Gaming Services Grp. 3	RG3
Racing Gaming Services Grp. 4	RG4
Racing Gaming Services Grp. 5	RG5
Racing Gaming Services Grp. 6	RG6
Racing Gaming Services Grp. 7	RG7
Racing Gaming Services Grp. 8	RG8
<b>The Racing Channel (ADW)</b>	TRC
<b>The Racing Network International (International ADW)</b>	TRN
Sportsbets Pty, Ltd.	TRN
German Tote GmbH & Co.	GE7
Digitote	DGT
Blue Spider Networks	BSN
BluespiderNetworks TEST SYSTEM	BS0
Blue Spider Networks GmbH	BS1
Irish Tote	HRI
<b>Racing2Day, LLC (International ADW)</b>	RTD
Racing 2 Day LLC International	R2I
Racing 2 Day Venezuela	R2V
<b>Raynham Greyhound Park (Massachusetts)</b>	TDT
Raynham Account Wagering	TDA
<b>Red Mile, The (Kentucky)</b>	REM
<b>Red Shores Racetrack &amp; Casino (Prince Edward Island, Canada)</b>	
Charlottetown	CTN
Summerside Raceway	SUM
<b>Remington Park (Oklahoma)</b>	REP
Bordertown	RPB
Newcastle Gaming Center	RPN
Remington Park Parlors	RPP
Riverwind Casino	RPR
Winstar Casino	RPW
Southwind Casino	SWC
Durant OTB	CHW
Choctaw Casino- Pocola	CCP
<b>Retama Park (Texas)</b>	RET
<b>Rideau Carleton Raceway (Ontario, Canada)</b>	RCR
Brass Racks Billiards	BRB
Cornwall Off-Track Betting	COT
Ducks Roadhouse	DUC
Rubbs Barbeque Bistro	RBB
Ramigab Resto-Bar	RBT
Riverside Bar & Grill	RGA
Rest Inn	RIK

The Berrigan's Pub	RLA
RCR Off-Track Brockville	RLB
Main Street Pub	RMS
Coach's Pub & Grill House	RPI
Royal Britannia Pub	RRB
St Anthony Italia Soccer Club	RSA
Vanier Teletheatre, Rideau OTB	RVA
730 Truck Stop	TRU
Windsor Tavern	WIT
<b>Rockingham Park (New Hampshire)</b>	RKM
Rockingham Acct. Wagering	RKT
Seabrook Greyhound	SEA
<b>Rocky Mountain Turf Club (Alberta, Canada Track, OTB's, ADW)</b>	RMT
Cosmopolitan Hotel	CPH
Strathmore Hotel	SH2
Hit The Board thehorsesonline	WUB
ABS Casino Calgary	WUC
Folksown Bistro & Lounge	WUL
Whoop-Up Downs	WUP
Whoop Up Downs TAB	WUT
The Wheatland Inn	WUW
<b>Rosecroft Raceway (Maryland)</b>	ROR
<b>Ruidoso Downs (New Mexico)</b>	RUI
<b>Running Aces Harness Park (Minnesota)</b>	ACE
<b>Sam Houston Race Park (Texas)</b>	HOU
Valley Greyhound Park	VGT
<b>Saratoga Harness Raceway (New York)</b>	SRA
SaratogaBets	SGR
<b>Scarborough Downs (Maine)</b>	SDO
<b>Scioto Downs (Ohio)</b>	SCD
<b>SocialGaming Technologies, Inc. (Kiosk Wagering at OTB's)</b>	SOC
<b>SOL Mutuel Ltd (International ADW)</b>	SMG
SOL Mutuel Group 2 - Odds Broker	SM2
<b>Southland Greyhound Park (Arkansas)</b>	SGP
<b>Sportech Venues</b>	
Shoreline Star Greyhound Park (CT)	BJA
Connecticut OTB (CT)	CTB
Connecticut OTB Acct Wagering (ADW)	CTA
CT OTB Internet Wagering (ADW)	CTW
Ho-Chunk Casino (Wisconsin)	HOK
Mohegan Sun Casino (CT)	SUN
Mohegan Sun Poker Room (CT)	SUP
Favorites OTB (Maine)	WAT
Sanford OTB (Maine)	SFD
Oneida Bingo & Casino (Wisconsin)	ONO
Paragon Casino Resort (Louisiana)	PAR
Coushatta Casino Resort (Louisiana)	CSR
Tote Investment Racing Service (Barbados)	BBS
No Bones Cafe (St. Croix)	NBC
Fairchance Racing Service (Trinidad)	FCR
Randall James (St. Croix)	JDR
Millennium Racing, Inc. (St. Thomas)	MLM

Royal Beach Casino (St. Kitts)	RBC
Pony Bar (St. Thomas)	UVI
Winners Circle OTB St. Kitts (St. Kitts)	WCO
Hodge OTB (Virgin Islands)	HGO
<b>Sports Creek Raceway (Michigan)</b>	SCR
<b>Sudbury Downs (Ontario, Canada Track)</b>	SDN
<b>Suffolk Downs (Massachusetts)</b>	SUF
<b>Suffolk Regional Off-Track Betting Corporation (New York)</b>	
Suffolk Internet & Phone Wagering	
<b>Sunland Park (New Mexico)</b>	SNP
<b>SunRay Park &amp; Casino (New Mexico)</b>	SUR
<b>Television Gaming Network (TVG)</b>	TVG
TVG Illinois	TVI
TVG/Prairie Meadows Account Wagering	TVP
TVG Arizona	TVT
TVG Group 3	TV3
Betfair Games Limited (International)	BFG
<b>Thistledown (Ohio)</b>	TDN
<b>Tioga Downs (New York)</b>	TIO
<b>Tri-State Greyhound Park (West Virginia)</b>	TSG
<b>Twin River Greyhound (Rhode Island)</b>	TWR
<b>TwinSpires (ADW)</b>	TWS
TwinSpires Oregon (Domestic)	TWO
TwinSpires California (California Residents)	TWC
Twinspires Mountain View (Domestic)	TWN
<b>US Offtrack (ADW)</b>	GYC
<b>Velocity Wagering Group Ltd. (ADW)</b>	VWO
You Bet Portland	YBG
Velocity Wagering Grp 1	VW1
Velocity Wagering Grp 2	VW2
Velocity Wagering Grp 3	VW3
Velocity Wagering Grp 4	VW4
Velocity Wagering Grp 5	VW5
Velocity Wagering Grp 6	VW6
Velocity Wagering Grp 7	VW7
Velocity Wagering Grp 8	VW8
Velocity Wagering Grp 9	VW9
<b>Vernon Downs (New York)</b>	VRN
<b>WatchandWager.com, Ltd. (International ADW)</b>	EOT
Watch and Wager (Domestic ADW)	WNW
WAW - Global	WNG
<b>Western Regional Off-Track Betting Corporation (New York)</b>	
Western Internet & Phone Wagering	
Batavia Downs	BTV, BAD
<b>Wheeling Island (West Virginia)</b>	WHE
<b>Will Rogers Downs (Oklahoma)</b>	WRD
Cherokee Casino West Siloam Springs	WSS
Cherokee Casino Sallisaw	CCE
<b>Woodbine Entertainment Group (Ontario, Canada)</b>	
A&F Billiards	AFB
The Brunswick Hotel Complex (Don Cherry)	BHD
Broad Street Billiards	BSB

Buffy's Tavern & Dining	BTD
Club Alouette	CA1
Coach and Horses	CAH
Clancy's	CB1
Cheffy's Last Stop	CFL
Champions Sudbury	CHS
Salle de paris Place Dupuis	CJ1
Salle de paris Boucherville	CJ2
Salle de Paris de Pointe-Aux-Trembles	CJ3
Salle de Paris de Quebec	CJ4
Salle de Paris de Laval	CJ5
Salle de Paris Pointe-Claire	CJ6
Salle de Paris Square Decarie	CJ7
Salle de Paris de Sherbrooke	CJ8
Salon de Paris de Chateaugua	CJ9
Salon de Paris de Gatineau	CJ0
Clinton Teletheatre	CLT
Champions at Royal Square	CRQ
Flamboro Downs	FLM
Fort Erie OTB	FOO
Georgian Downs	GEO
Grand River Raceway	GRD
Grand River Raceway Teletheatre	GRO
Galaxy Lanes TB	GTB
Greenwood Racetrack	GWR
Huron Fish & Game Conservation	HFG
Hanover Raceway	HNV
Hippodrome de Trois-Rivieres	HTR
Karlee's OTB	KAB
Lucky 7 Bingo/VIP Lounge	L7B
Last Furlong	LAF
Lee Hotel	LEE
Western Fair Raceway	LON
Mohawk Contest	MHC
Moodies	MOD
Mohawk Raceway	MOH
Northern Teletheatre Network	NTN
WEG Special Event	OSE
Peterborough Stick Sports	PSS
Quinte Bowling Centre	RQU
Black Bear	RTN
Rex Hotel	RXH
Sneakers Sports Bar	SKS
Shoeless Joe's	SLJ
Time Out Georgetown	TOG
Ultimate Sports Bar	USB
Victoria Pub Guelph	VPG
Mississauga Chinese Centre	W02
Offside's	W12
RJ's on Main	W14
RJ's on Chrysler	W15
Sports Centre Cafe	W16



Stonehouse	W17
Sheraton Parkway	W18
Select Winners Lounge	W19
Turf Lounge	W20
Winner's Edge	W21
Silks	W22
WEGZ Stadium Bar	W23
Jimmyz Sports Bar	W27
Albert's Parlour	WAP
Mane Event	WEM
Adam's Rib	WER
Champions on the Danforth	WO3
Century Palace	WO4
Deerfield	WO5
East Chinatown	WO6
Heritage	WO7
Woodbine Entertainment Group Int'l	WO8
Woodbine	WOO
Assiniboia HPI	AHP
Barrie IVR	BAI
British Columbia Telephone Acct. Wagering	BCT
Quinte IVR	BQI
Century Bets HPI	CBI
Clinton IVR	CLI
Charlottetown IVR	CTI
Dresden IVR	DRI
Elmira IVR	ELI
Ex Park IVR	EPI
Flamboro IVR	FLN
Fort Erie IVR	FOI
Hiawatha IVR	HHI
Hanover IVR	HNI
Kawartha IVR	KAI
Western Fair IVR	LOI
Marquis IVR	MAI
Newfoundland IVR	NFI
Northlands IVR	NOI
Nova Scotia IVR	NSI
Quebec HPI	QBC
Rideau IVR	RII
Sudbury IVR	SD1
Summerside IVR	SUI
IVR WEG/FLAM	WEF
IVR WEG/GRAND	WEG
IVR WEG/OTN	WEO
Windsor IVR	WII
Windsor IVR II	WIP
Woodbine IVR	WOI
Woodstock IVR	WRI
<hr/>	
<b>Wyoming Downs LLC (Wyoming)</b>	
WY Downs Evanston OTB	WDE
Outlaw Saloon	OLS

## **EXHIBIT 29**

**Include as Exhibit 29 a request for authorization for a system of account wagering in accordance with 205 CMR 6.20: General Account Wagering. The request shall include information related to any planned, non-monetary, incentive programs and account security plans. If a service provider is used, include copies of any and all agreements between the service provider and the applicant regarding the services to be provided by the service provider to the applicant in respect to the applicant's account wagering operations**

In accordance with 205 CMR 6.20, Plainville Gaming and Redevelopment, LLC ("PGR"), d/b/a Plainridge Park Casino, requests through this harness racing license application for 2015, authorization from the Massachusetts Gaming Commission to offer account wagering in 2015 using the WinLine System as is currently in place at Plainridge Park Casino. The Massachusetts State Racing Commission originally approved the WinLine System on April 3, 2002. Industry standard tote protocols provided through Sportech and NiceCall Focus III protect the system, product sheets attached.

The current Plainridge Points/Players Club is the incentive program used with the WinLine Telephone Account Wagering System. The Plainridge Points Program/Players Club was outlined for the Massachusetts Gaming Commission on January 9, 2014. There are plans to integrate the properties Marquee Reward Player Cards with pari-mutuel activity. When that integrated program is made available, the racing operations will request input and approval from the Commission for implementation.

PGR's parent company, Penn National Gaming, Inc. ("Penn") has over 30 years experience in account wagering through its subsidiary Mountainview Thoroughbred Racing Association d/b/a EbetUSA.com and Telebet. PGR has and will continue to evaluate the WinLine System operation for efficiency and implementation of best practices and procedures.



*The Commonwealth of Massachusetts*  
*State Racing Commission*  
*John W. McCormack State Office Building*  
*1 Ashburton Place, Room 1313*  
*Boston, Massachusetts 02108*

JANE SWIFT  
GOVERNOR

ROBERT M. HUTCHINSON, JR.  
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ELIZABETH M. BARRY  
SECRETARY

JENNIFER DAVIS CAREY  
DIRECTOR OF CONSUMER AFFAIRS

CHRIST N. DECAS  
ASSOCIATE COMMISSIONER

ARTHUR M. KHOURY  
ASSOCIATE COMMISSIONER

April 9, 2002

Mr. Steve O'Toole, General Manager  
Plainville Racing Company, LLC.  
301 Washington Street  
Plainville, MA 02762

Dear Mr. O'Toole:

Please be advised of the following decision made by this Commission on Wednesday, April 3, 2002, relative to your submission of your Account Wagering System.

VOTED

*In accordance with 205 CMR 6.20 – "Each association shall annually request authorization from the Commission before a system of account wagering is offered. Included in this association's request shall be information related to any planned, non-monetary, incentive programs and account security plans."*

The Commission votes to approve the request of Plainville Racing Company, LLC. to conduct Account wagering during the year 2002, in accordance with our Rules and Regulations, Policies and Procedures, and Chapter 128A and Chapter 128C, as amended.

Sincerely,

STATE RACING COMMISSION

*Elizabeth M. Barry*  
Elizabeth M. Barry, Secretary

CC: David Berube; Marta Ferreira; Plainridge Commission Office; Don Price; D/Lt. Brian Mulhern; David Berube; Richard Mudarri



## **NOTICE OF MEETING and AGENDA**

**January 9, 2014**

Pursuant to the Massachusetts Open Meeting Law, G.L. c. 30A, §§ 18-25, notice is hereby given of a meeting of the Massachusetts Gaming Commission. The meeting will take place:

Thursday, January 9, 2014

9:30 a.m.

**Boston Convention and Exhibition Center**

415 Summer Street, Room 160 A&B

Boston, MA

### **PUBLIC MEETING #101**

1. Call to order
2. Approval of Minutes
  - a. December 13, 2013
  - b. December 16, 2013
  - c. December 19, 2013
3. Research and Problem Gaming – Mark Vander Linden, Director
  - a. Self-Exclusion Regulations – Todd Grossman, Deputy General Counsel
4. Workforce Supplier and Diversity Development – Jill Griffin, Director
  - a. Introduction of Vendor Advisory Team
  - b. Proposal for a Small Business Capacity Building Program
5. Licensing Division – David Acosta, Director
  - a. Licensing Regulations -- VOTE
6. Racing Division – Jennifer Durenberger, Director
  - a. Administrative Update
  - b. Interim Legislation Proposal -- VOTE
  - c. Transition Update – Plainridge Park
  - d. Proposed Player Rewards Program – Plainridge Park
7. Administration – Rick Day, Executive Director
  - a. General Update
  - b. Proposed Organization Review – Trupti Banda, Human Resources Manager
  - c. Internet Gaming Forum – Commission McHugh
  - d. Draft Regulations for Licensee Cost Assessment – Derek Lennon, CFAO and Todd Grossman, Deputy General Counsel
  - e. Tax Withholding – Catherine Blue, General Counsel and Chairman Crosby

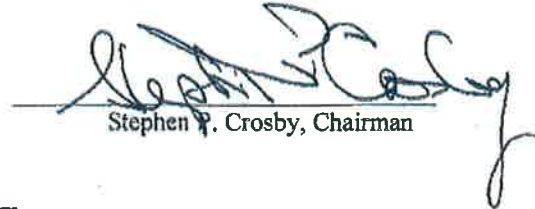


Massachusetts Gaming Commission

8. Legal Division – Catherine Blue, General Counsel
  - a. Form of Gaming License – Todd Grossman, Deputy General Counsel and David Acosta, Director – Licensing Division
9. Information Technology Division – John Glennon, Director
  - a. Slots Standards and Approval Process Policy and Regulations
  - b. Gaming Lab Presentation
10. Ombudsman Report – John Ziemba
  - a. General Update
  - b. Order for January 22<sup>nd</sup> Category 1 Application Presentations
11. Other business – reserved for matters the Chair did not reasonably anticipate at the time of posting.

I certify that on this date, this Notice was posted as “Gaming Commission Meeting” at [www.massgaming.com](http://www.massgaming.com) and emailed to: [regs@sec.state.ma.us](mailto:regs@sec.state.ma.us), [melissa.andrade@state.ma.us](mailto:melissa.andrade@state.ma.us).

1/6/13  
(date)

  
Stephen P. Crosby, Chairman

**Date Posted to Website:** January 7, 2014 at 9:30 a.m.

\*\*\*\*\*

Massachusetts Gaming Commission

84 State Street, 10th Floor, Boston, Massachusetts 02109 | TEL 617.979.8400 | FAX 617.725.0258 | [www.massgaming.com](http://www.massgaming.com)



NICECALL®  
FOCUS III  
FOR  
PUBLIC SAFETY

NiceCall Focus III is a full-featured, compact recording solution designed to meet the needs of first responders, Command and Control Centers (C3), and law-enforcement agencies (LEAs) for a reliable, easily operated and compact recording system that provides rapid and efficient incident review.

NICE Systems NiceCall Focus III is a single-box, inclusive solution utilizing advanced PCI technology and a range of applications, especially developed to suit the dynamic nature of mission-critical small and medium-sized sites.

Insight from Interactions

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In the past, public sector sites like yours had to choose between price, capabilities and quality. Now, NICE's market-leading solutions are available for this important market, with all the capabilities you require and at a price you can afford.

NiceCall Focus III offers public sector organizations a range of unique advantages, including a recording system that can be easily operated by non-technical users functioning in a mission-critical environment. NiceCall Focus III enables advanced scenario reconstruction with the synchronized playback of multiple channels, providing new possibilities for fully understanding the chain of events and rapidly creating evidence recordings. And all this in an easily-installed, space-saving, single box.

#### THE SINGLE-SERVER, POWERFUL NICECALL FOCUS III OFFERS A WIDE RANGE OF BENEFITS:

- Long-term solution utilizing NICE's cutting-edge PCI-based voice recording boards.
- Easy integration with existing infrastructure.
- Enhanced system security utilizing Microsoft Windows XP SP2, personal firewall and full integration with NICE privileges mechanism.

- Low cost of ownership - complete, fully-featured, long-term, one-box solution (based upon NICE's cutting-edge PCI board technology) with low maintenance requirements.
- Flexible, user-friendly applications with intuitive user interface - get working faster and do more, more easily.
- Improved response time due to rapid, easy evidence retrieval and scenario reconstruction.
- Integration with centralized enterprise storage, using NICE Storage Center, makes NiceCall Focus III the ideal solution for distributed sites.
- Fast call retrieval by automatic extraction of caller ID.

#### MAJOR NEW NICECALL FOCUS III FEATURES INCLUDE:

- Up to 48 channels per unit.
- Unmatched on-line capacity - up to 50,000 hours standard with default G.729A compression.
- Mixed interface support - records a wide range of digital telephony interfaces, analog and radio channels in the same box.
- Extended redundancy options including hot-swappable RAID I, hot-swappable redundant power supply (support for 48vDC) and dual archiving options.
- Optional CDR connectivity for Avaya, Nortel and Siemens switches.
- Open architecture - NiceCall Focus III runs with Windows XP Professional with SP2 and SQL 2000.
- Tool-free maintenance - higher availability and lower maintenance costs with improved Mean Time To Repair (MTTR) and tool-free maintenance for inexpensive long-term maintenance.

#### CONTACTS

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# SCENARIO REPLAY

Simply the world's fastest, most flexible, most powerful, and easiest-to-use scenario reconstruction solution.

# NICE

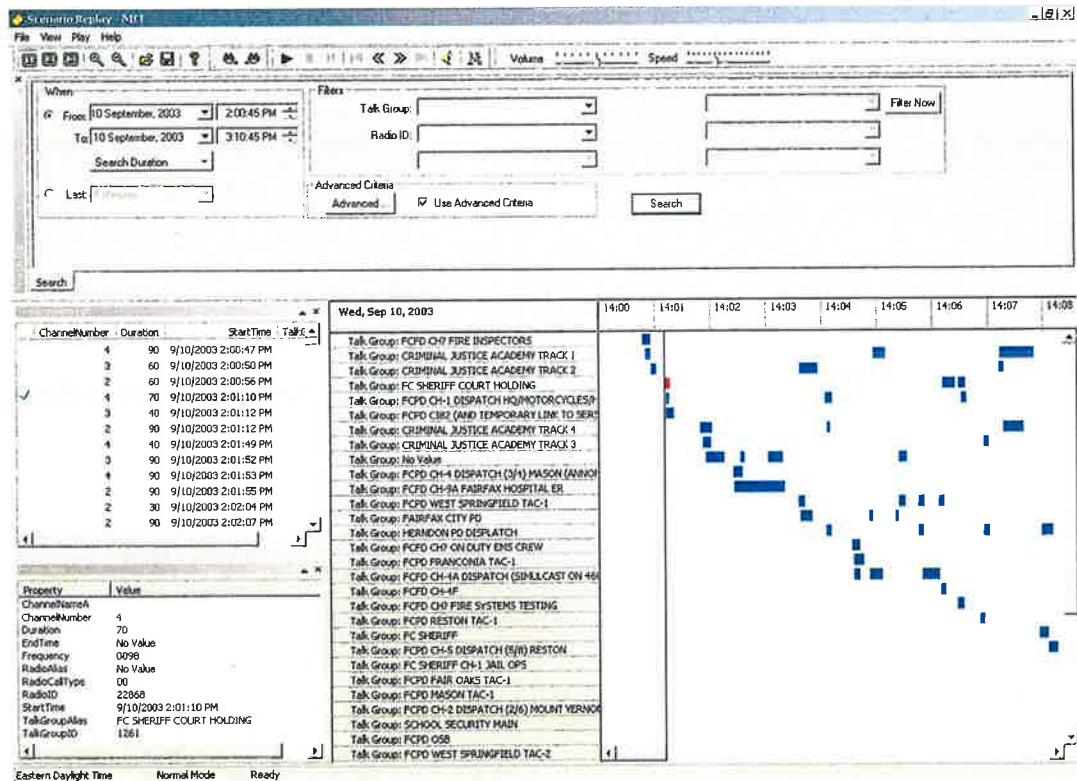
## PRODUCT DATASHEET

### OVERVIEW

No matter what field of public safety you are in, eventually you will need to reconstruct an incident. And proving who said what, to whom, and when will be crucial. But it is not enough just to have a state-of-the-art voice and data recording platform and a generic replay facility.

What is needed is the ability to quickly search across multiple channels of archived material, build a complete chronologically accurate and in-context picture of all relevant exchanges, and output it in whatever format is required. NICE's latest replay tool provides simple control of advanced recording technology so all users may get the information they need for analysis, investigation, or evidence – quickly and simply.

*"When we developed Scenario Replay, we listened carefully to what public safety professionals want. The result is a Windows-based package that quite simply represents a new state of the art tool."*



### FLEXIBLE VIEWING OPTIONS

Viewing transmissions is a critical part of any search and replay application. Even the most powerful search engine will have minimal value if you can't easily view and understand the results. Effective displays will not only help you better understand each incident but also greatly reduce the time required to find a particular transmission.

Scenario Replay sets a new standard in flexibility and ease-of-use. Since all users and all searches are not alike, multiple configurable views enable you to see the desired information in a format that works best for you. The Graphical View lets you quickly see how all transmissions transpired relative to each other and at what times. The List window also shows transmissions along with key data that you want to see. Additionally, the Properties window shows all data associated with any selected transmission. All the information and visual display you need, all in one simple to use interface.



## POWERFUL SEARCHING

Key to any reconstruction is finding all the relevant information – and finding it quickly. Scenario Replay provides simple yet extremely powerful search capabilities that can dramatically reduce search times as well as valuable resources.

But Scenario Replay's powerful functionality doesn't mean it is difficult to use. Standard Windows-based controls and a user interface simplify operation and minimize training requirements. Rather than requiring users to specify which recorder to search, Scenario Replay searches all recorders and channels to which the user has access.

For quick searches, Scenario Replay can use just the minimum information necessary, such as date and time. But when you are searching through multiple channels or over a large time period, simple searches are not enough. And that's where Scenario Replay stands head and shoulders above other tools.

Six filters provide a simple way to narrow down simple search results. Filter drop-down menus are automatically populated with data from the search results, and you can select multiple values for each filter. This allows you to narrow down results to find the right transmissions with a minimum amount of effort.

Filters:

Talk Group: [ ] City: HERNDON [ ] Filter Now

Radio ID: [ ] State: VA [ ]

Address: %MAIN% [ ] Zip Code: 20% [ ]

Advanced Criteria

Advanced ...  Use Advanced Criteria Search

*Use multiple filters to quickly isolate specific transmissions.*

For even more precise searches, the Advanced Search feature allows users to create searches by selecting any field in the database. For example, you could search for a transmission that came in on a particular talk group, from a specific radio, and before a specific time. These search criteria can even be saved and used again in the future. This powerful functionality could drastically reduce search times in busy centers.

Advanced Search Criteria

New Criteria

Database Field	Comparison	Criteria 1	Criteria 2	Combination
CLI				
CalledTrunk				
CallingTrunk				
CallType				
TalkGroupID				
TalkGroupAlias				
RadiolD				
TalkgroupID				
EndTime				
CallReference				

Comparison: < Criteria 1: 5 Criteria 2: Combination: AND

Comparison: = Criteria 1: 1261 Criteria 2: Combination: OR

Comparison: < Criteria 1: 9/10/2003 3:00:00 PM Criteria 2: SR Combination: AND

Comparison: >> Criteria 1: DV Criteria 2: SR Combination: AND

Edit Delete Clear All

OK Cancel

## REPLAY AND DELIVERY

The crux of any search and replay tool is its ability to replay and deliver transmissions. Various users such as call-takers, dispatchers, supervisors, district attorney offices, and replay personnel will all appreciate the numerous methods available as well as the intuitive replay controls.

After replay, saving and delivering various transmissions is the next critical part of the chain of evidence. In many cases, doing so quickly can make a world of difference in a prosecution. Additionally, supervisors and training staff, as well as first-responders, can all use these scenarios to enhance their training program.

Scenario Replay provides several options for saving, distributing, and importing scenarios to meet all these various needs. Users can save multiple transmissions as a single .wav file for replay on a standard PC.

Multiple transmissions, as well as all the associated data, may be saved as a complete scenario for later analysis on a standalone PC. This way, users can provide specific scenarios for analysis without giving access to critical recording equipment.

**Scenario Replay - NICE**

File View Play Help

When: From: 10 September, 2003 2:00:45 PM To: 10 September, 2003 3:10:45 PM Search Duration

Filters: Talk Group: Radio ID: Filter Now

Advanced Criteria: Advanced ...  Use Advanced Criteria Search

Search

ChannelNumber	Duration	StartTime	Talk
6	80	9/10/2003 2:00:46 PM	
5	60	9/10/2003 2:00:47 PM	
4	90	9/10/2003 2:00:47 PM	
3	60	9/10/2003 2:00:50 PM	
5	70	9/10/2003 2:00:53 PM	
2	60	9/10/2003 2:00:56 PM	
15	70	9/10/2003 2:00:56 PM	

Property Value

Wed, Sep 10, 2003

Radio ID: 22876  
Radio ID: 22117  
Radio ID: 41009  
Radio ID: 22147  
Radio ID: 21853  
Radio ID: 22314  
Radio ID: 42749  
Radio ID: 22342  
Radio ID: 11516  
Radio ID: 25819  
Radio ID: 40932  
Radio ID: 23077  
Radio ID: 22366  
Radio ID: 23015  
Radio ID: 22868  
Radio ID: 09444  
Radio ID: 42556  
Radio ID: 25561  
Radio ID: 00001

14:00 14:01 14:02 14:03 14:04 14:05

Eastern Daylight Time Normal Mode

## FEATURES

- System-wide view of all calls, either list or graphical view, with call transmission information, to provide maximum flexibility
- Multiple advanced search criteria using any database field and numerous logical operators to drastically reduce search times
- Search on any data available from your recorder, including date, time, duration, channel, user ID, radio talk group, radio ID, position or alias, or ANI/ALI data
- Cascade searches using filters with multiple criteria to find the exact calls required with the minimum amount of effort
- Up to three configurable views for call display; e.g., display by channel, talk group, or radio ID, so you can customize your view to your specific needs
- The number of channels searched and replayed is only limited by the size of your recorder, which enables you to replay complete scenarios, regardless of the number of channels
- Search all system channels from one workstation, regardless of the number of recorders, to avoid having to specify on which recorder a transmission is located
- Extensive online help to reduce training resource requirements and enhance usability
- Simple to use, Windows-based application to simplify use and minimize training requirements
- Output complex multi-channel transmissions to a single .wav file or output device (DVD, CD, MD, FDD etc) to facilitate evidence distribution
- Save search results as a scenario, complete with all transmissions and data, for later evaluation on a stand-alone PC
- Replay transmissions from recorder, saved scenario, or saved .wav file
- Configurable spoken date and time to satisfy statutory requirements
- Replay controls enable play, pause, stop, skip forwards or backwards, variation of replay speed, and Automatic Gain Control; use play markers to isolate a specific section
- Replay via the network direct to your PC
- Compatible with Wordnet Series 3 and Renaissance
- Supports various decompression algorithms: GSM,G.723,G.711,IMBE,TETRA ACELP, G.728
- Quickly print call details for easy reference.
- Highly secure with multiple access and permission options to protect your critical data

## SYSTEM REQUIREMENTS (MINIMUM)

The application software can be hosted on a standard off-the-shelf PC with the following minimum specification:

- Pentium-III 800MHz with 128Mbytes RAM
- 10/100Mbit/sec Ethernet
- 10Gbyte hard disk
- SoundBlaster or compatible sound card with 600 ohm output
- CD-ROM compatible drive
- Removable media device
- 1024 x 768 16bit color display
- Keyboard and mouse or other pointing device.
- Microsoft Windows 2000 or Windows XP.
- Internet Explorer 6.0 or better.
- Microsoft media player Version 7 or better

***Scenario Replay provides your agency the simplest yet fastest way to find, isolate, and analyze specific transmissions.***

The logo for NICE Systems Ltd, featuring the word "NICE" in a bold, black, sans-serif font. The letters are slightly shadowed, giving a 3D effect. The logo is set against a yellow background with a white circle on the left side.

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**EXHIBIT 30**

**(3) Applicant shall provide the Commission with a certificate of liability insurance as required by the Commission.**

Please see attached certificate of liability insurance.

