



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

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SUPPLEMENTAL APPLICATION OF: **Sterling Suffolk Racecourse, LLC (the "Applicant")**  
FOR LICENSE TO HOLD OR CONDUCT A RACING MEETING AT  
**Boston and Revere, Suffolk County** FOR CALENDAR YEAR 2015.

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 supplemental application for license to hold or conduct a **Running Horse** racing meeting at **Boston and Revere**, County of **Suffolk**.

As used in this supplemental 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 **\$1,200.00** which is the greater of .0013 times the average daily handle for the racing meeting that occurred in 2014 or Three hundred dollars (\$300.00) for each day of the first week that the applicant will be open in 2015 if the requested license is granted.

In lieu of a bond and with the approval of the Massachusetts Gaming Commission (the "MGC" or the "Commission"), the Applicant has previously provided the Commission with a certificate of deposit with Bank of America, N.A., Boston, MA 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: **Sterling Suffolk Racecourse, LLC**
2. The post office address of the applicant: **525 William F. McClellan Highway, East Boston, MA 02128**
3. Address of principal office: **525 William F. McClellan Highway, East Boston, MA**
4. Trade name, if any, under which business is or is to be conducted: **Suffolk Downs**
5. The location of the race track where it is proposed to hold or conduct such meeting, including street address, municipality and county.

**Suffolk Downs is located in East Boston and Revere, in Suffolk County. The street address is 525 William F. McClellan Highway, East Boston, Massachusetts.**

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.

**Please see Exhibit No. 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).

**Earliest legal hour until sunset or 7:00 P.M.**

8. Name and Address of attorney, if any, of the applicant:

**DLA Piper LLP (US), 33 Arch Street, 26th Floor, Boston, MA 02110  
Attention: Charles A. Baker, III.**

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 **Not Applicable**

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.

N/A

- (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.

N/A

- (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.

N/A

- (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.

No

- (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.

No

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

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 **(other than current and prior meetings and wagering activities at Suffolk Downs)**

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

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?

X  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	<u> X </u> Yes	<u> </u> No
Public Liability Insurance	<u> X </u> Yes	<u> </u> No
Jockey Insurance	<u> X </u> Yes	<u> </u> No
Drivers' Insurance                      N/A	<u> </u> Yes	<u> </u> No

Submit as Exhibit **18** 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 2014;
  - (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: Sterling Suffolk Racecourse, LLC

By:

  
Paul M. Tuttle, Jr.,  
Chief Operating Officer

Date: April 30, 2015

WITNESS:

WITNESS

ATTEST:

  
Charles A. Baker III  
Secretary (Affix Corporate Seal)

AFFIDAVIT BY LIMITED LIABILITY COMPANY APPLICANT

Commonwealth of Massachusetts, County of Suffolk

Paul M. Tuttle, Jr., being duly sworn, upon his oath deposes and says that:

1. He is the Chief Operating Officer of the Limited Liability Company named as the applicant and signed the foregoing application.
2. He was duly authorized to sign said application in its name and in its behalf.
3. He 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 30<sup>th</sup> day of April 2015.

Paul M. Tuttle, Jr.  
Signature of Affiant

Jacqueline H. Fawcett  
Signature of officer administering oath

Notary Public  
Title of such officer

My Commission Expires October 22, 2021



**Sterling Suffolk Racecourse, LLC**

**Supplemental Application for a 2015 Racing License**  
**EXHIBITS**

**Exhibit 6**

The days on which the Applicant intends to hold or conduct its running horse racing in 2015 are set forth on the attached calendar, which shows a total of 3 racing performances.

The Applicant intends to run ten to twelve (10-12) races daily or as otherwise determined by applicant.

The Applicant is currently discussing with the NEHBPA the terms of a purse agreement for the 2015 racing meeting.



525 McClellan Highway  
East Boston, MA 02128  
(617) 567-3900

# 2015

**Post-Time 12:00 P.M. (Eastern)**  
**Live Racing July 11, August 8, September 5**

**# June 6, 2015 Belmont Stakes**

**\* October 30 & 31, 2015 Breeders' Cup**

## JUNE

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	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				

## AUGUST

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						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					

## OCTOBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				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

## JULY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			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	

## SEPTEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		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			

Revised: 5/6/15

**Exhibit 11(a)**

**Board of Managers**

John L. Hall, President

Stephen W. Kidder

Charles E. Morneau

Cliff Broser

Kelly Realejo

Robert K. Vincent

**Officers**

John L. Hall, President

Paul M. (Chip) Tuttle, Jr., Chief Operating Officer

Charles A. Baker, III, Secretary

**Members**

Please see Exhibit 11(d)

Confidential personal information of the individuals listed above (including address, date of birth, birth place) is on file with the Racing Division (as successor to the State Racing Commission) in connection with prior filings and with the Investigations and Enforcement Bureau of the Massachusetts Gaming Commission (in connection with the Applicant's RFA-1 submissions) and subject to the confidentiality conditions applicable to such records.

**Exhibit 11 (d)**

**Sterling Suffolk Racecourse, LLC**  
**Members and Percentage Interests**

The Applicant's confidential equity schedule is being filed contemporaneously herewith under separate cover along with a request for confidential treatment pursuant to the Commission's regulations.

Sterling Suffolk Racecourse, LLC

Supplemental Application for a 2015 Racing License

**Exhibit 11(g):**

None

**Exhibit 13(b)**

The Applicant was an applicant for a category 1 gaming license from the Massachusetts Gaming Commission since August 10, 2012 and filed RFA-1 disclosures forms for itself and its qualifiers on January 15, 2013. The gaming license application and its confidential information is in the possession of the Massachusetts Gaming Commission.

**Exhibit 14(a)**

**PROPERTY DESCRIPTION**

A certain parcel of land located in Boston and Revere, Massachusetts, bounded and described as follow:

Beginning at a point on the easterly sideline of McClellan Highway, said point being the southwest corner of the herein described parcel;

Thence running N 31°00'24"E, a distance of 680.72 feet by said sideline of McClellan Highway;

Thence turning and running S 72°33'26"E, a distance of 102.09 feet;

Thence turning and running N 31°00'24"E, a distance of 35.00 feet;

Thence turning and running S 72°33'26"E, a distance of 143.76 feet;

Thence turning and running S 58°33'36"E, a distance of 615.50 feet;

Thence turning and running S 55°44'26"E, a distance of 304.47 feet to a point of curvature;

Thence turning and running northeasterly by a curve to the left having a radius of 120.00 feet, a distance of 155.68 feet to a point of tangency;

Thence running N 49°55'39"E, a distance of 311.11 feet;

Thence turning and running N 44°34'24"E, a distance of 473.63 feet;

Thence turning and running N 48°00'24"E, a distance of 169.84 feet;

Thence turning and running N 42°21'20"E, a distance of 112.90 feet;

Thence turning and running N 50°42'54"E, a distance of 426.66 feet;

Thence turning and running N 78°31'34"E, a distance of 106.63 feet;

Thence turning and running N 37°30'51"E, a distance of 1203.44 feet;

Thence turning and running N 19°23'15"W, a distance of 533.10 feet to Sales Creek;

Thence turning and running northeasterly a distance of about 366 feet by Sales Creek to a point on the southwesterly sideline of Winthrop Avenue;

Thence turning and running S 50°25'53"E, a distance of 1663.00 feet by said sideline of Winthrop Avenue;

Thence turning and running S 26°12'32"W, a distance of 2453.13 feet by the westerly sideline of Washburn Avenue;

Thence turning and running southwesterly by a curve to the right having a radius of 2688.79 feet, a distance of 566.66 feet;

Thence turning and running southwesterly by a curve to the right having a radius of 148.18 feet, a distance of 144.65 feet by the northerly sideline of Waldemar Road to a point of tangency;

Thence running N 85°47'32"W, a distance of 70.19 feet by said sideline of Waldemar Avenue to a point of curvature;

**Exhibit 14(a) (cont.)**

Thence turning and running westerly by a curve to the right having a radius of 288.22 feet, a distance of 18.23 feet by said sideline of Waldemar Avenue;

Thence turning and running N 07°49'54"E, a distance of 100.00 feet;

Thence turning and running westerly by a curve to the right having a radius of 188.22 feet, a distance of 78.37 feet to a point of tangency;

Thence turning and running N 58°18'48"W, a distance of 1050.00 feet;

Thence turning and running S 31°41'12"W, a distance of 100.00 feet to a point on the northerly sideline of Waldemar Avenue;

Thence turning and running N 58°18'48"W, a distance of 150.68 feet by said sideline of Waldemar Avenue to a point of curvature;

Thence turning and running westerly by a curve to the left having a radius of 1465.00 feet, a distance of 712.00 feet by said sideline of Waldemar Avenue to a point of reverse curvature;

Thence turning and running westerly by a curve to the right having a radius of 828.45 feet, a distance of 182.45 feet by said sideline of Waldemar Avenue to a point of tangency;

Thence running N 73°32'28"W, a distance of 663.79 feet by said sideline of Waldemar Avenue to a point of curvature;

Thence turning and running southwesterly by a curve to the left having a radius of 740.61 feet, a distance of 210.98 feet by said sideline of Waldemar Avenue to a point of tangency;

Thence running N 89°51'48"W, a distance of 385.00 feet by said sideline of Waldemar Avenue;

Thence turning and running N 00°08'12"E, a distance of 90.00 feet;

Thence turning and running N 89°51'48"W, a distance of 108.90 feet to the point of beginning.

The above described parcel contains an area of about 7,024,060 square feet (about 161.2 acres.)

**PARCEL C-4(2)**

A certain parcel of land located in Revere, Massachusetts, bounded and described as follows:

Beginning at the intersection of the southerly sideline of Diner Road with the southeasterly sideline of Lee Burbank Highway;

Thence running S 86°04'16"E, a distance of 56.33 feet by the southerly sideline of Diner Road,

Thence turning and running S 66°54'16"E, a distance of 812.18 feet by said southerly sideline of Diner Road;

Thence turning and running southwesterly a distance of about 14 feet;

Thence turning and running N 64°35'16"W, a distance of 259.00 feet;

Thence turning and running N 89°41'19"W, a distance of 59.65 feet;

Thence turning and running N 59°53'59"W, a distance of 35.26 feet;

Thence turning and running N 48°46'31"W, a distance of 65.24 feet;

Thence turning and running N 86°36'43"W, a distance of 71.17 feet;

**Exhibit 14(a) (cont.)**

Thence turning and running N 63°33'11"W, a distance of 111.19 feet;

Thence turning and running N 71°32'24"W, a distance of 74.24 feet;

Thence turning and running N 67°20'36"W, a distance of 76.36 feet;

Thence turning and running N 78°06'16"W, a distance of 50.97 feet;

Thence turning and running N 72°55'16"W, a distance of 74.60 feet to a point on the southeasterly sideline of Lee Burbank Highway;

Thence turning and running N 30°27'59"E, a distance of 24.52 feet by said sideline of Lee Burbank Highway to the point of beginning.

The above described parcel of land contains an area of about 14,895 square feet.

**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:**

Suffolk Downs is easily accessible on foot from the "Suffolk Downs" station of the Massachusetts Bay Transit Authority located beyond the three-quarter mile chute of the track. The M.B.T.A. service to Suffolk Downs is available from all other stations of the M.B.T.A..

Suffolk Downs is contiguous to two well-traveled highways - the Revere Beach Parkway to the north and the McClellan Highway (Route 1A) to the west. The track is accessible from downtown Boston via either the Callahan Tunnel, Ted Williams Tunnel or the Tobin Bridge. It is also accessible from other points via the Southeast Expressway, Central Artery, Northeast Expressway, Storrow Drive. From Lynn and the North Shore, Suffolk Downs is accessible via Routes 1 and 1A; from Portland, Maine, via Route 1; from Lawrence, Massachusetts and Manchester, New Hampshire, via Route 93; from Nashua, New Hampshire and Lowell, Massachusetts, via Route 3; from Fitchburg and Concord, via Route 2; from Marlboro via Route 20, from Springfield and Worcester; via the Massachusetts Turnpike and/or Route 9; from Providence, via Route 1; from Taunton and Fall River, via Route 24 and from Quincy and Plymouth, via Route 3.

Plane service to Logan International Airport is provided from the United States and elsewhere in the world by various U.S. and foreign carriers.

**Population Within a 50-mile Radius**

The Total Population of all Cities and Towns within a 50 -Mile Radius of Suffolk Downs is over 4,000,000, of which over 400,000 persons are residents of Rhode Island, and over 200,000 are residents of New Hampshire.

**Exhibit 14(a) (cont.)****Distances to Principal Cities Within a 50-Mile Radius of Suffolk Downs:**

<b><u>City</u></b>	<b><u>Miles</u></b>	<b><u>City</u></b>	<b><u>Miles</u></b>	<b><u>City</u></b>	<b><u>Miles</u></b>
Chelsea	3	Belmont	12	Attleboro	37
Everett	6	Cambridge	8	Newburyport	36
Somerville	10	Salem	16	Worcester	42
Brookline	10	Beverly	16	Fitchburg	49
Lynn	5	Brockton	25	Leominster	48
Quincy	12	Peabody	21	Fall River	50
Waltham	12	Marlboro	27	Woonsocket, RI	37
Medford	8	Lawrence	28	Providence, RI	47
Malden	7	Lowell	28	Cranston, RI	49
Newton	14	Gloucester	30	Bristol, RI	50
Arlington	12	Haverhill	31	Nashua, NH	36
Melrose	10	Taunton	36	Portsmouth, NH	49

**Plot Plan**

Please see attached.

**Exhibit 14(b)**

Agreements in effect with the following:

1.) Natural Gas Service for Buildings:

- a.) National Grid  
No written agreement.
- b.) National Grid (for delivery from city gate)  
No written agreement.

2.) Electricity

- a.) Direct Energy Business, LLC  
Contract in effect through meter reads through December 2015.
- b.) NStar (for delivery of electric power)  
No written agreement.

3.) Food and Beverages:

- a.) Dining rooms, stands, etc. –  
Boston Culinary Group, Inc. (Centerplate)  
55 Cambridge Parkway, Suite 200, Cambridge, MA 02142  
Contract dated 12/1/1991, as amended
- b.) Track Kitchen (stable area) –  
N/A for 2015
- c.) Jock's Room Kitchen –  
N/A for 2015

4.) Programs:

- a.) Daily Racing Form  
Department CH17138  
Palatine, IL 60055  
Contract in effect dated March 2013 and continuing through March 2015
- b.) G & S Delivery  
50 Lowe Street  
Tewksbury, MA 01876  
Unwritten agreement on at-will basis.

Exhibit 14(b) (cont.)

5.) Valet Parking:

VPNE Parking Solutions, LLC  
343 Congress Street, 3rd Floor  
Boston, MA 02108  
Agreement dated 5/01/2013 and continuing through 4/30/14.

6.) Other Concessions/Contractors:

a) Feed Service

Dodge Grain Co.  
No written agreement; at-will arrangement with supplier.

b) Rubbish Removal

Waste Management  
Contract in effect dated 1/1/13 through 12/31/15.

b) Recycling

Save That Stuff, Inc.  
Prior written agreement has expired; continuing at-will under the prior terms.

b) Manure Removal

Wood Trucking Corp.  
Prior written agreement has expired; continuing at-will under the prior terms.

b) Cleaning

At-will arrangement with service provider; continuing to operate under terms of expired prior agreements.

b) Shuttle Buses

Written agreement with service provider in place for July 1, 2013 to December 31, 2014

c) Ambulance Service

Action Ambulance  
Written agreement in effect until March 31, 2015.

d.) Sprinkler System Service & Testing

SimplexGrinnell  
At will arrangement; prior written agreement expired.

**Exhibit 14(b) (cont.)**

e.) Stable Area Men's Clothier –

Waldeck and Veterinarian Supplies  
c/o EE Waldeck Turf Supply  
55 Burdick Drive  
Cranston, RI 02920  
Unwritten agreement on at-will basis

f.) Handicap cards

Various entities on file with the Racing Division

g.) The applicant notes that it: (i) will also have understandings with advertising professionals, accountants, attorneys, consultants, engineers, insurance agents and like professional and service persons; (ii) expects to purchase tickets and other supplies; (iii) has entered collective bargaining agreements with its various employee unions; (iv) has purse and recognition agreements with its horsemen; (v) expects to make arrangements for protection of its funds while in transit and of its patrons and property while racing meetings are in progress, and for direction of traffic during such meetings; (vi) expects to make arrangements for maintenance, repair, refurbishing and improvement of its premises and for the purchase of equipment, materials and supplies therefor; (vii) operates pursuant to its limited liability company agreement; (viii) licenses use of its premises for banquets, functions and various special events; (ix) has various other agreements with vendors that do not relate to functions or services that are material to the operation of the racetrack.

7.) Financial Interests, such as Loans

The applicant has a first mortgage loan from Bank of America, N.A., evidenced by various loan documents.

8.) Agreements With Potential to Effect a Change of Control

None.

**Exhibit 15**

Local Authority Approvals  
in Accordance with M.G.L. c. 128A, § 13A

Please see attached.

**Exhibit 16**

Sterling Suffolk Racecourse, LLC, is currently in arrears on payments due to the City of Boston and the City of Revere pertaining to real estate taxes and personal property taxes which were due on November 1, 2014 and February 1, 2015.

**Exhibit 17**

Executed Agreements with Representative Horsemen's Organization

The New England Horsemen's Benevolent and Protective Association (NEHBPA) is the representative horsemen's organization for owners and trainers of horses that race at Suffolk Downs. The Applicant and the NEHBPA are parties to the following executed agreements, which are attached at the indicated tabs:

Ex. 17-A: Recognition Agreement

**Exhibit 18**

Additional Insurance Policies

In addition to the types of insurance listed in Question 18, the applicant intends to carry the following other types of insurance for the protection of employees and patrons:

General Liability

Excess/Umbrella Liability

Employee Practices Liability/ Directors & Officers Liability

Auto Insurance

Crime Insurance

Fiduciary Insurance

Flood Insurance

**Exhibit 19**

(a) Grandstand:

(1) Seating Capacity:

Box Seats -	340
Bench Seats -	1,200
General Admissions -	3,050
<u>TV areas -</u>	<u>350</u>
Total Seating Capacity -	4,940

(2) Is grandstand enclosed? **Yes**

(3) Is grandstand heated? **Yes**

(4) Is any portion of grandstand air-conditioned? **No**

(5) Type of construction of grandstand:

**Reinforced concrete and steel. First-class construction**

(6) Ground area covered by grandstand?

**Grandstand and Clubhouse – 130,000 square feet**

(b) Clubhouse:

(1) Seating Capacity:

3rd Function Room	400
Turf Club	180
Terrace Dining Room	400
Lounge	600
Boxseats	900
<u>TV Areas</u>	<u>480</u>
Total Seating Capacity	2,960

(2) Is Clubhouse enclosed? **Yes**

(3) Is Clubhouse heated? **Yes**

(4) Is any portion of Clubhouse air-conditioned?

**1st floor, 2nd floor Lounge and 3rd floor**

(5) Type of construction of Clubhouse? **Steel and concrete**

(6) Ground area covered by Clubhouse:

**Clubhouse and grandstand - 130,000 square feet**

(c) Bleachers: **None**

**Exhibit 19 (cont.)**

- (d) Parking Space:
- (1) Area - **990,800 square feet (22.75 acres) (not including overflow parking)**
  - (2) Automobile capacity - **approximately 6,000 parking spaces.**
  - (3) Is parking area lighted? **Yes**
  - (4) Is parking area treated -- and if so, how? **The principal areas are hot-topped.**
  - (5) Is parking area numbered? **No**
  - (6) Is charge made for parking, if so how much? **No charge contemplated.**
  - (7) Are the parking area and walkways cleared of snow and ice? **Yes.**
- (e) Number of pari-mutuel windows provided:
- |                                |           |
|--------------------------------|-----------|
| Grandstand: Terminal windows - | <b>60</b> |
| Clubhouse: Terminal windows -  | <b>90</b> |
| Self Bet locations:            | <b>70</b> |
- (f) Toilet facilities for patrons of each sex in grandstand, Clubhouse and/or other locations:
- Grandstand - **3 men, 3 ladies**
- Clubhouse - **3 men, 3 ladies**
- (g) System of sewerage disposal: If not connected to a main sewerage system, give details of system used:
- Connected to the city main sewers**
- (h) Number of outlets for fresh, pure drinking water for patrons in grandstand, Clubhouse and/or other locations:
- | <u>Grandstand</u>       | <u>Clubhouse</u>        |
|-------------------------|-------------------------|
| <b>3 - first floor</b>  | <b>2 - first floor</b>  |
| <b>3 - second floor</b> | <b>1 - second floor</b> |

**Exhibit 20**

- (a) Number of uniformed police officers to be on duty each day inside track: **None**
- (b) Whether such police officers will be regular police or special officers: **N/A**
- (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:

**Uniformed police officers in appropriate numbers are present for Mass Cap day, the Triple Crown event days, the Breeder's Cup day, and certain other special events.**

- (d) Number of plain-clothes security officers assigned within the track proper:

**The Director of Security is in plain clothes.**

- (e) System to be used for the detection and suppression of illegal gambling within the premises of the applicant.

**The applicant will continue to have a well-staffed professional security department, including security serviced provided by nationally recognized security consultant Allied Barton Security Services. They patrol all track properties to protect employees, patrons, and the integrity of the racing industry. They are on constant look out for undesirables who, if found, are barred from the property. A video security system also is used.**

- (f) System to be used in the detection and barring of pick-pockets, touts and other undesirable characters:

**Employment of security system described in Item (e) and with photographs and field intelligence file of all known pick-pockets, touts and other known undesirable characters. Close working relationship and intelligence sharing with on-site State Police Unit. Intelligence sharing with local police authorities and issuance of trespass orders to target offenders.**

- (g) Name of person who will be in charge of security within the track proper:

**Lee Grasso, Director of Security**

- (h) Name of person who will have supervision of traffic control within the premises of the applicant and will act as a liaison between the applicant and local police authorities in the control of traffic outside of the premises of the applicant:

**Lee Grasso, Director of Security**

**Exhibit 20 (cont.)**

- (i) Name of police authority who 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.

**The Police Commissioner of Boston and the State Police Captain were consulted when the security measures and traffic control plans were originally adopted. Each year the officer in charge of the Boston Police Station #7 and the Chief of Police of Revere are consulted concerning these matters as to racing meeting operations to be held during the year. Plans as outlined for security and traffic details have been made consistent with the results of such consultations held with regard to the security and traffic complement required for prior operations and are subject to such changes as such consultations and experience show to be called for.**

**In addition, we expect to consult regularly with the State Police Racing Unit Detail at the track to further enhance security, as has been our practice.**

- (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.

**The Applicant's confidential response to Question 20(h) is being filed contemporaneously herewith under separate cover along with a request for confidential treatment pursuant to the Commission's regulations.**

**Exhibit 21**

- (a) Size of track: **one mile (dirt), 7/8 of a mile (turf)**
- (b) Number of chutes: **two chutes (3/4 chute) (1/4 chute) - running horse**
- (c) Number of stables: **32 and 1 pony barn**
- (d) Number of stalls: **1,217**
- (e) Number of tackrooms: **243**
- (f) Number of tackrooms heated: **all heated (in barns)**
- (g) Number of showerbaths in stable area:

<b>Building A</b>	<b>6</b>
<b>Building B</b>	<b>2</b>
<b>Building C</b>	<b>2</b>
<b>Drivers Lounge</b>	<b>4</b>
<b>Ladies Building</b>	<b>3</b>
<b>Total</b>	<b>17</b>

- (h) Toilet facilities in stable area:

<b><u>Locations</u></b>	<b><u>Water Closets</u></b>	<b><u>Basins</u></b>	<b><u>Urinals</u></b>
<b>Building A</b>	<b>8</b>	<b>4</b>	<b>0</b>
<b>Building B</b>	<b>7</b>	<b>4</b>	<b>3</b>
<b>Building C</b>	<b>6</b>	<b>4</b>	<b>3</b>
<b>Racing Bldg. – men</b>	<b>1</b>	<b>1</b>	<b>1</b>
<b>Racing Bldg. – ladies</b>	<b>1</b>	<b>1</b>	<b>0</b>
<b>Drivers Lounge - men</b>	<b>2</b>	<b>2</b>	<b>3</b>
<b>Drivers Lounge - ladies</b>	<b>2</b>	<b>2</b>	<b>0</b>
<b>Ladies Building</b>	<b>2</b>	<b>2</b>	<b>0</b>
<b>Track Kitchen</b>	<b>2</b>	<b>2</b>	<b>1</b>
<b>TOTAL</b>	<b>31</b>	<b>22</b>	<b>11</b>

- (i) Fire protection in stable area:

Number of sprinklers - **12**

Number of fire alarm boxes - **8**

**Exhibit 21 (cont.)**

Other Fire Protective Measures in the Stable Area:

**Number of hydrants - 9**

**Water pressure is 65-70 pounds**

**Fire Patrol on 24-hour basis**

**One outlet with 200 feet of 1 1/2" fire hose between every barn**

**Two fire breaks in each barn segregating them into thirds**

**Barns constructed 50 feet apart for fire safety**

**"Smoke Sentinel" in each barn**

**Smoke turns on red roof light and alarm**

**Fire protection is subject to change as conditions are regularly reviewed**

- (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:

**Yes, area is enclosed by 10ft. chain link and wood fence.**

- (2) Number of gates to enclosure, where located and method of control:

**Two gates: Main Gate on Waldemar Ave., and Gap gate located near the track quarter chute. There is a uniformed security officer stationed at the Main Gate on a 24-hour basis (three shifts). The Gap gate in stable area is attended by a uniformed security officer Monday through Saturday (no training on Sunday) from 6:00 a.m. to 6:00 p.m. Entrance is only via the Main gate. Washburn Ave. gate remains locked.**

- (3) System of passes to be issued to persons employed in stable area:

**An identification pass with bearer's Polaroid photograph laminated thereon is issued by the Massachusetts Gaming Commission only to employees, owners, and others for proper admission to the area in conduct of business, and only after such persons are licensed by the Massachusetts Gaming Commission. All vehicles must be owned and operated by duly licensed persons and must be displaying a valid windshield sticker.**

**Exhibit 21 (cont.)**

- (4) Method to be followed in allowing persons and vehicles in and out of the stable area:

**Only persons with proper credentials, and vehicles with valid stickers as outlined in (j)(3), above, are permitted in the stable area. All individuals are required to have proper credentials. Visitors must be signed in and issued visitor passes.**

- (5) Number of uniformed police officers to be assigned to the stable area indicating the number in daytime hours and nights:

**None**

**Sterling Suffolk Racecourse, LLC assigns eight (8) uniformed security officers to the stable area during the day. The uniformed officers are assigned to the stable area during the below listed hours:**

**2 = Daytime — 7:00 a.m. to 3:00 p.m.  
1 = Daytime — 10:00 a.m. to 6:00 p.m.  
1 = Daytime — 6:00 a.m. to 6:00 p.m.  
2 = Evening — 3:00 p.m. to 11:00 p.m.  
2 = Nighttime — 11:00 p.m. to 7:00 a.m.  
\*1 uniformed officer in security office**

- (6) Number of plainclothes officers or detectives to be assigned to the stable, days and nights:

**None**

- (7) Name of person who will be in charge of policing in the stable area:

**Lee Grasso, Director of Security**

**We expect to continue our close working relationship with the State Police Racing Unit, through which information is exchanged to protect the best interests of the public, Suffolk Downs and the integrity of racing, including by ejecting undesirables and arraigning offenders before proper authorities for their disposition.**

- (k) Recreation Room: **N/A for 2015**

- (l) Track Kitchen: **N/A for 2015**

**Exhibit 21 (cont.)**

- (m) Size of jockey or drivers' room and equipment available, including number of shower baths, toilets, hot boxes, etc.:

**Male:**

**Working in locker rooms - 72 feet x 62 feet  
Recreation room - 60 feet x 30 feet (air conditioned)  
Toilet and shower room - 17 1/2 feet x 24 feet  
Reducing room - 12 feet x 12 feet  
Cooling out room - 12 feet x 6 feet  
Rubbing room - 14 feet x 24 feet  
Bunk room - 20 feet x 27 1/2 feet (air conditioned)  
Projection room - 20 feet x 16 1/2 feet (air conditioned)  
Process room - 20 feet x 23 feet  
Salt room - 12 feet x 6 feet  
Color room - 16 feet x 24 feet  
One clothes drier  
One washing machine  
One double sink  
Six showers  
Four urinals  
Six toilets  
One whirlpool bath  
One refrigerator  
One sink  
One stove  
Two drinking fountains  
Two scales  
Three double bunk beds  
Four single beds  
One pool table  
One television set  
One ping-pong table  
One icemaking machine**

**Female:**

**Enclosed room - 12 feet x 16 feet (air conditioned)  
Sleeping room - 8 feet x 16 feet (air conditioned)  
Sanitary facilities  
One sink  
Two toilets  
Two showers  
Four bunk beds  
One television  
One storage cupboard  
One portable water cooler  
Air conditioned  
Miscellaneous furniture**

**Exhibit 21 (cont.)**

- (n) List of other accommodations, facilities or services in stable area:

**One 20' x 20' blacksmith's shop  
Three loading platforms  
160 outside feed rooms  
40 portable sleeping units (12 rooms to each)  
One harness shop  
One saliva barn  
Seven urine stalls for State Gaming Commission  
Four icemaking machines with 1,000 lbs. production in 24 hours  
28 hot water heaters - 35 gals. per hour recovery cap. each  
8 hot water heaters - 258 gals. per hour recovery cap. each**

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

**Grandstand:**

**First floor restaurant  
First and second floor bars  
Customer service booth  
Concession stands on first and second floors  
Barber shop on first floor  
Commission Office on first floor  
Restrooms  
First floor first aid room, lost and found and security office  
Reserved seating - large screen television, first and second floors  
T.V. Replay Booth on first and second floors**

**Clubhouse:**

**First floor snack bar and bar  
Second floor lounge, and bar  
Third floor dining room, lounge and bar, Turf Club  
Restrooms  
T.V. Replay Booth  
Terrace lounge and dining**

**Exhibit 22**

- (a) Pari-Mutuel Equipment

**AmTote International, Inc.**

**Contract dated 2/28/2013, automatic annual renewal after 12/31/2014.**

- (b) Starting Gate

**United Puett Electrical Starting Gate (rental).**

**Auxiliary Gate – United.**

**Both under contract dated April 2013 through the 2015 Racing Season.**

- (c) Photo Finish Camera

**Headlund Strip-Type Camera - 1970**

- (d) Film Patrol

**International Sound Corp.**

**Contract dated 1/1/2002, extended through 2015 racing season.**

- (e) Timing Devices

**American Teletimer.**

**Contract dated 1/16/1996, automatic renewals.**

- (f) Inter-communication System

**1. Nynex Meridien system switchboard and extension phones: installed in 1992**

**2. Mutuels Department speaker system and telephone system: owned since or prior to 1997**

**3. Phone circuit connecting Stewards Stand with Patrol Judges, Winners Circle, Photo Patrol, 3/4 chute, starter at all points, Clerk of Scales, Jockeys Room, Announcer and Teletimer: owned since or prior to 1997**

**4. Phone between race announcer and Photo Patrol: owned since or prior to 1997**

**5. Phone between Placing Judges and Photo Patrol: owned since or prior to 1997**

**6. Speaker system from Racing Secretary to Stable Area and from Stable Gate to Stable Area: owned since or prior to 1997**

**7. Speaker system between Calculating Room and Placing Judges: owned since or prior to 1997**

**Items 2 and 5 are Stromberg-Carlson equipment, purchased in 1950**

**Exhibit 22 (cont.)**

- (g) Public Address System

**Bogen Amplifying Equipment and Voice Speaker Equipment  
(P/A system renovated in 1970 by East Coast Electronics Co.)**

- (h) Closed Circuit Television System

**International Sound Corp. Contract dated 1/1/2002, extended through 2015 racing season.**

- (j) Horse Shoe Board

**New Board Construction in 1974**

- (k) Scales

**Fairbanks Morse Scales, purchased in 1935 and 1961**

**Exhibit 23**

**Policies**

In response to Question 23(a), the Applicant has attached here the following:

**Ex. 23(a): Suffolk Downs Code of Conduct**

In response to Questions 23(b), 23(c) and 23(d), the Applicant is filing herewith the following confidential documents, which are being submitted under separate cover, along with a request for confidential treatment pursuant to the Commission's regulations:

**Ex. 23(b): Internal Controls – Money Room Operations**

**Ex. 23(c): Drug testing policy**

**Exhibit 24****I. Applicant Financials**

The Applicant's most recent unaudited internal financial statement (for calendar years 2014 and 2013), most recent unaudited quarterly financial statement (for the quarter ending March 31, 2015), constitute confidential information pursuant to the Commission's regulations and are being submitted separately with a request for confidential treatment.

**II. Concessionaire****A. Receipts**

The applicant's food service concessionaire is Boston Culinary Group, Inc. (Centerplate), with an address of Suite 200, 55 Cambridge Parkway, Cambridge, Massachusetts 02142.

Gross receipts for the period January 1, 2015, to March 31, 2015 are estimated to have been \$40,439. The total amount paid for the same period to Sterling Suffolk Racecourse, LLC was \$0.

Gross receipts for the past five years, and the amounts paid to the applicant, are as follows:

Calendar Year	Centerplate Gross Receipts	Amount paid to Applicant
2014	\$1,110,509.00	\$4,023.00
2013	\$1,149,970.00	\$0.00
2012	\$1,257,191.00	\$0.00
2011	\$1,164,503.00	\$0.00
2010	\$1,356,148.00	\$679.00

**B. Interests in Concessionaire**

Joseph O'Donnell, an equity member of the applicant Sterling Suffolk Racecourse, LLC, holds a beneficial interest in and serves as Chairman of the Board of Centerplate, which is the owner of the track's food service concessionaire.

**Exhibit 25**

The thoroughbred race meeting at Suffolk Downs on the dates we have requested will be beneficial to the public, the Commonwealth, and the Applicant for the following reasons:

A. The Public

- 1) The Suffolk Downs facility has been a location for the sport of thoroughbred racing since 1935.
- 2) The facility provides a high quality, clean, pleasant and enjoyable racing experience for the racing industry, sports fan and the public.
- 3) Suffolk Downs is the largest and best equipped racing facility in Massachusetts. It is the Commonwealth's only track with a one-mile racing surface and turf track necessary to attract quality horses and present top-quality horse racing. The turf track uniquely qualifies the facility for the dates the applicant has requested. The track has 1,217 horse stalls.
- 4) The plant is serviced by major highways. It has the unique distinction of having its own MBTA stop on the Blue Line. It is conveniently located near Logan International Airport. The facility is large enough to accommodate holiday and weekend crowds both safely and comfortably.
- 5) The operation of Suffolk Downs provides employment for approximately 1,600 people and an economic spin off of millions of dollars.
- 6) An operating Suffolk Downs facility provides revenue to the state, local communities (Boston and Revere), the horse breeding industry, The Massachusetts Council on Compulsive Gamblers, the racing industry, and the Tufts Veterinary School.
- 7) The applicant has expended over \$20 million in improvements to the facility.
- 8) The security system and management at the track will assure honesty and integrity in the conduct of wagering activity at the facility.
- 9) The applicant has demonstrated the financial ability to operate a racetrack.
- 10) The continued success of thoroughbred horse racing at Suffolk Downs will help strengthen and expand the horse breeding and hay producing industries, thus protecting needed open space.
- 11) The purposes and intent of all relevant Massachusetts statutes, including but not limited to Chapter 114 of the Acts of 1991 and Chapter 128A and Chapter 128C of the General Laws thus will be effectuated.

**Exhibit 25 (cont.)**

B. The Commonwealth In addition to the benefits to the public stated above, the benefits to the Commonwealth include:

- 1) Suffolk Downs' operation will provide direct and indirect revenue, including revenue generated by increased employment and economic activities in the Commonwealth. This proposal will maximize the receipt of state revenues generated by thoroughbred horse racing.
- 2) The purposes and intent of all relevant Massachusetts statutes, including but not limited to Chapter 114 of the Acts of 1991 and Chapter 128A and Chapter 128C of the General Laws thus will be effectuated.

C. The Applicant

- 1) The Applicant will benefit from its continuation of racing, which creates the ability to attract racing professionals, horses and fans for calendar 2015.
- 2) An operating facility will allow the Applicant to continue to invest in the facility.
- 3) The Applicant is committed to improving the quality of racing in the Commonwealth.

**Exhibit 26**

**Purses, Handle, Employment, Tax and Pari-Mutuel Revenue**

- (a) Actual amount of purses paid in the last calendar year;

**Purses paid in CY 2014 were: \$7,423,459.82**

- (b) Estimated amount of purses to be paid in the next calendar year;

**The Applicant is currently discussing with the NEHBPA the terms of a purse agreement for CY 2015, including the estimated purses to be paid in 2015. The Applicant estimates that the amount of purses it will pay in 2015 will be approximately \$1.2 million.**

- (c) Actual handle generated by applicant on its live races in the last calendar year (all sources);

**Live racing actual handle in CY 2014 was: \$46,895,709.70**

- (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;

**The Applicant provided 183 employees with W2 forms. 157 of the employees who received W2 forms were residents of the Commonwealth. Additionally, Sterling Suffolk Racecourse, LLC provided 1099 forms to 411 individuals. 235 of the individuals who received 1099s were residents 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;

**Contractors at Suffolk Downs employed the following numbers of the people during CY 2014:**

<b>Contractor /Category</b>	<b>Number of Employees</b>
<b>Centerplate</b>	<b>20</b>
<b>Allied Barton</b>	<b>35</b>
<b>International Light &amp; Sound</b>	<b>10</b>
<b>ABM</b>	<b>13</b>
<b>Amtote</b>	<b>8</b>

**In addition, hundreds of people are employed by horsemen, owners and trainers in connection with the operation of Suffolk Downs.**

**Exhibit 26 (cont.)**

- (f) Number of occupational licenses attributable to applicant in the last calendar year 2014;

**There were 1,413 thoroughbred occupational licenses attributed to the Applicant during CY 2014.**

- (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.;

<b>Tax Type</b>	<b>Amount</b>
<b>Mass. Income Tax Withholding</b>	<b>\$259,359</b>
<b>Mass. Sales/Use Tax</b>	<b>\$34,823</b>
<b>Mass W2G Withholding Taxes</b>	<b>\$175,239</b>
<b>Real Estate Tax (Boston &amp; Revere)</b>	<b>\$1,598,988</b>

- (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.

<b>Payment Type</b>	<b>Amount</b>
<b>State Commissions</b>	<b>\$219,520</b>
<b>Assessments</b>	<b>\$470,080</b>
<b>License Fees</b>	<b>\$86,700</b>

**Exhibit 27**

**REQUEST FOR APPROVAL OF SIMULCAST IMPORT LOCATIONS**

For calendar year 2015, Sterling Suffolk Racecourse, LLC requests permission to simulcast races from and commingled pools with the locations listed on the following pages.

**Exhibit 28**

**REQUEST FOR APPROVAL OF SIMULCAST EXPORT LOCATIONS**

For calendar year 2015, Sterling Suffolk Racecourse, LLC SSR requests permission to simulcast its races to the locations listed on attached Exhibits 28-A and 28-B.

Exhibit 28-A lists the locations with which SSR seeks permission to commingle its pools.

Exhibit 28-B identifies (the extent that SSR is able) locations at which partners seek to use the simulcast of SSR's signal on a noncommingled basis.

**Exhibit 29**

**REQUEST FOR AUTHORIZATION OF ACCOUNT WAGERING SYSTEM**

In accordance with 205 CMR 6.20, Sterling Suffolk Racecourse, LLC (“SSR”) respectfully requests approval of XpressBet LLC, TVG, and Twin Spires as Account Wagering vendors for the racing season of 2015. SSR does not operate an account wagering system other than through its vendors.

Suffolk Downs does not currently and does contemplate providing any planned, non-monetary, incentive programs and account security plans, other than any that may be provided by the forgoing vendors.

The Applicant is filing copies of its confidential agreements with account wagering service providers contemporaneously herewith under separate cover along with a request for confidential treatment pursuant to the Commission’s regulations.

**Exhibit 6**

The days on which the Applicant intends to hold or conduct its running horse racing in 2015 are set forth on the attached calendar, which shows a total of 3 racing performances.

The Applicant intends to run ten to twelve (10-12) races daily or as otherwise determined by applicant.

The Applicant is currently discussing with the NEHBPA the terms of a purse agreement for the 2015 racing meeting.



525 McClellan Highway  
East Boston, MA 02128  
(617) 567-3900

# 2015

Post-Time 12:00 P.M. (Eastern)  
Live Racing July 11, August 8, September 5

# June 6, 2015 Belmont Stakes

\* October 30 & 31, 2015 Breeders' Cup

## JUNE

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	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				

## AUGUST

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						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					

## OCTOBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				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

## JULY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			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	

## SEPTEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		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			

Revised: 5/6/15

**Exhibit 11(a)**

**Board of Managers**

John L. Hall, President

Stephen W. Kidder

Charles E. Morneau

Cliff Broser

Kelly Realejo

Robert K. Vincent

**Officers**

John L. Hall, President

Paul M. (Chip) Tuttle, Jr., Chief Operating Officer

Charles A. Baker, III, Secretary

**Members**

Please see Exhibit 11(d)

Confidential personal information of the individuals listed above (including address, date of birth, birth place) is on file with the Racing Division (as successor to the State Racing Commission) in connection with prior filings and with the Investigations and Enforcement Bureau of the Massachusetts Gaming Commission (in connection with the Applicant's RFA-1 submissions) and subject to the confidentiality conditions applicable to such records.

**Exhibit 11 (d)**

Sterling Suffolk Racecourse, LLC  
Members and Percentage Interests

The Applicant's confidential equity schedule is being filed contemporaneously herewith under separate cover along with a request for confidential treatment pursuant to the Commission's regulations.

Sterling Suffolk Racecourse, LLC

Supplemental Application for a 2015 Racing License

**Exhibit 11(g):**

None

**Exhibit 13(b)**

The Applicant was an applicant for a category 1 gaming license from the Massachusetts Gaming Commission since August 10, 2012 and filed RFA-1 disclosures forms for itself and its qualifiers on January 15, 2013. The gaming license application and its confidential information is in the possession of the Massachusetts Gaming Commission.

**Exhibit 14(a)**

**PROPERTY DESCRIPTION**

A certain parcel of land located in Boston and Revere, Massachusetts, bounded and described as follow:

Beginning at a point on the easterly sideline of McClellan Highway, said point being the southwest corner of the herein described parcel;

Thence running N 31°00'24"E, a distance of 680.72 feet by said sideline of McClellan Highway;

Thence turning and running S 72°33'26"E, a distance of 102.09 feet;

Thence turning and running N 31°00'24"E, a distance of 35.00 feet;

Thence turning and running S 72°33'26"E, a distance of 143.76 feet;

Thence turning and running S 58°33'36"E, a distance of 615.50 feet;

Thence turning and running S 55°44'26"E, a distance of 304.47 feet to a point of curvature;

Thence turning and running northeasterly by a curve to the left having a radius of 120.00 feet, a distance of 155.68 feet to a point of tangency;

Thence running N 49°55'39"E, a distance of 311.11 feet;

Thence turning and running N 44°34'24"E, a distance of 473.63 feet;

Thence turning and running N 48°00'24"E, a distance of 169.84 feet;

Thence turning and running N 42°21'20"E, a distance of 112.90 feet;

Thence turning and running N 50°42'54"E, a distance of 426.66 feet;

Thence turning and running N 78°31'34"E, a distance of 106.63 feet;

Thence turning and running N 37°30'51"E, a distance of 1203.44 feet;

Thence turning and running N 19°23'15"W, a distance of 533.10 feet to Sales Creek;

Thence turning and running northeasterly a distance of about 366 feet by Sales Creek to a point on the southwesterly sideline of Winthrop Avenue;

Thence turning and running S 50°25'53"E, a distance of 1663.00 feet by said sideline of Winthrop Avenue;

Thence turning and running S 26°12'32"W, a distance of 2453.13 feet by the westerly sideline of Washburn Avenue;

Thence turning and running southwesterly by a curve to the right having a radius of 2688.79 feet, a distance of 566.66 feet;

Thence turning and running southwesterly by a curve to the right having a radius of 148.18 feet, a distance of 144.65 feet by the northerly sideline of Waldemar Road to a point of tangency;

Thence running N 85°47'32"W, a distance of 70.19 feet by said sideline of Waldemar Avenue to a point of curvature;

**Exhibit 14(a) (cont.)**

Thence turning and running westerly by a curve to the right having a radius of 288.22 feet, a distance of 18.23 feet by said sideline of Waldemar Avenue;

Thence turning and running N 07°49'54"E, a distance of 100.00 feet;

Thence turning and running westerly by a curve to the right having a radius of 188.22 feet, a distance of 78.37 feet to a point of tangency;

Thence turning and running N 58°18'48"W, a distance of 1050.00 feet;

Thence turning and running S 31°41'12"W, a distance of 100.00 feet to a point on the northerly sideline of Waldemar Avenue;

Thence turning and running N 58°18'48"W, a distance of 150.68 feet by said sideline of Waldemar Avenue to a point of curvature;

Thence turning and running westerly by a curve to the left having a radius of 1465.00 feet, a distance of 712.00 feet by said sideline of Waldemar Avenue to a point of reverse curvature;

Thence turning and running westerly by a curve to the right having a radius of 828.45 feet, a distance of 182.45 feet by said sideline of Waldemar Avenue to a point of tangency;

Thence running N 73°32'28"W, a distance of 663.79 feet by said sideline of Waldemar Avenue to a point of curvature;

Thence turning and running southwesterly by a curve to the left having a radius of 740.61 feet, a distance of 210.98 feet by said sideline of Waldemar Avenue to a point of tangency;

Thence running N 89°51'48"W, a distance of 385.00 feet by said sideline of Waldemar Avenue;

Thence turning and running N 00°08'12"E, a distance of 90.00 feet;

Thence turning and running N 89°51'48"W, a distance of 108.90 feet to the point of beginning.

The above described parcel contains an area of about 7,024,060 square feet (about 161.2 acres.)

**PARCEL C-4(2)**

A certain parcel of land located in Revere, Massachusetts, bounded and described as follows:

Beginning at the intersection of the southerly sideline of Diner Road with the southeasterly sideline of Lee Burbank Highway;

Thence running S 86°04'16"E, a distance of 56.33 feet by the southerly sideline of Diner Road,

Thence turning and running S 66°54'16"E, a distance of 812.18 feet by said southerly sideline of Diner Road;

Thence turning and running southwesterly a distance of about 14 feet;

Thence turning and running N 64°35'16"W, a distance of 259.00 feet;

Thence turning and running N 89°41'19"W, a distance of 59.65 feet;

Thence turning and running N 59°53'59"W, a distance of 35.26 feet;

Thence turning and running N 48°46'31"W, a distance of 65.24 feet;

Thence turning and running N 86°36'43"W, a distance of 71.17 feet;

**Exhibit 14(a) (cont.)**

Thence turning and running N 63°33'11"W, a distance of 111.19 feet;

Thence turning and running N 71°32'24"W, a distance of 74.24 feet;

Thence turning and running N 67°20'36"W, a distance of 76.36 feet;

Thence turning and running N 78°06'16"W, a distance of 50.97 feet;

Thence turning and running N 72°55'16"W, a distance of 74.60 feet to a point on the southeasterly sideline of Lee Burbank Highway;

Thence turning and running N 30°27'59"E, a distance of 24.52 feet by said sideline of Lee Burbank Highway to the point of beginning.

The above described parcel of land contains an area of about 14,895 square feet.

**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:**

Suffolk Downs is easily accessible on foot from the "Suffolk Downs" station of the Massachusetts Bay Transit Authority located beyond the three-quarter mile chute of the track. The M.B.T.A. service to Suffolk Downs is available from all other stations of the M.B.T.A..

Suffolk Downs is contiguous to two well-traveled highways - the Revere Beach Parkway to the north and the McClellan Highway (Route 1A) to the west. The track is accessible from downtown Boston via either the Callahan Tunnel, Ted Williams Tunnel or the Tobin Bridge. It is also accessible from other points via the Southeast Expressway, Central Artery, Northeast Expressway, Storrow Drive. From Lynn and the North Shore, Suffolk Downs is accessible via Routes 1 and 1A; from Portland, Maine, via Route 1; from Lawrence, Massachusetts and Manchester, New Hampshire, via Route 93; from Nashua, New Hampshire and Lowell, Massachusetts, via Route 3; from Fitchburg and Concord, via Route 2; from Marlboro via Route 20, from Springfield and Worcester; via the Massachusetts Turnpike and/or Route 9; from Providence, via Route 1; from Taunton and Fall River, via Route 24 and from Quincy and Plymouth, via Route 3.

Plane service to Logan International Airport is provided from the United States and elsewhere in the world by various U.S. and foreign carriers.

**Population Within a 50-mile Radius**

The Total Population of all Cities and Towns within a 50 -Mile Radius of Suffolk Downs is over 4,000,000, of which over 400,000 persons are residents of Rhode Island, and over 200,000 are residents of New Hampshire.

**Exhibit 14(a) (cont.)****Distances to Principal Cities Within a 50-Mile Radius of Suffolk Downs:**

<b><u>City</u></b>	<b><u>Miles</u></b>	<b><u>City</u></b>	<b><u>Miles</u></b>	<b><u>City</u></b>	<b><u>Miles</u></b>
Chelsea	3	Belmont	12	Attleboro	37
Everett	6	Cambridge	8	Newburyport	36
Somerville	10	Salem	16	Worcester	42
Brookline	10	Beverly	16	Fitchburg	49
Lynn	5	Brockton	25	Leominster	48
Quincy	12	Peabody	21	Fall River	50
Waltham	12	Marlboro	27	Woonsocket, RI	37
Medford	8	Lawrence	28	Providence, RI	47
Malden	7	Lowell	28	Cranston, RI	49
Newton	14	Gloucester	30	Bristol, RI	50
Arlington	12	Haverhill	31	Nashua, NH	36
Melrose	10	Taunton	36	Portsmouth, NH	49

**Plot Plan**

Please see attached.

**Exhibit 14(b)**

Agreements in effect with the following:

1.) Natural Gas Service for Buildings:

- a.) National Grid  
No written agreement.
- b.) National Grid (for delivery from city gate)  
No written agreement.

2.) Electricity

- a.) Direct Energy Business, LLC  
Contract in effect through meter reads through December 2015.
- b.) NStar (for delivery of electric power)  
No written agreement.

3.) Food and Beverages:

- a.) Dining rooms, stands, etc. --  
Boston Culinary Group, Inc. (Centerplate)  
55 Cambridge Parkway, Suite 200, Cambridge, MA 02142  
Contract dated 12/1/1991, as amended
- b.) Track Kitchen (stable area) –  
N/A for 2015
- c.) Jock's Room Kitchen –  
N/A for 2015

4.) Programs:

- a.) Daily Racing Form  
Department CH17138  
Palatine, IL 60055  
Contract in effect dated March 2013 and continuing through March 2015
- b.) G & S Delivery  
50 Lowe Street  
Tewksbury, MA 01876  
Unwritten agreement on at-will basis.

**Exhibit 14(b) (cont.)**

**5.) Valet Parking:**

VPNE Parking Solutions, LLC  
343 Congress Street, 3rd Floor  
Boston, MA 02108  
Agreement dated 5/01/2013 and continuing through 4/30/14.

**6.) Other Concessions/Contractors:**

**a) Feed Service**

Dodge Grain Co.  
No written agreement; at-will arrangement with supplier.

**b) Rubbish Removal**

Waste Management  
Contract in effect dated 1/1/13 through 12/31/15.

**b) Recycling**

Save That Stuff, Inc.  
Prior written agreement has expired; continuing at-will under the prior terms.

**b) Manure Removal**

Wood Trucking Corp.  
Prior written agreement has expired; continuing at-will under the prior terms.

**b) Cleaning**

At-will arrangement with service provider; continuing to operate under terms of expired prior agreements.

**b) Shuttle Buses**

Written agreement with service provider in place for July 1, 2013 to December 31, 2014

**c) Ambulance Service**

Action Ambulance  
Written agreement in effect until March 31, 2015.

**d.) Sprinkler System Service & Testing**

SimplexGrinnell  
At will arrangement; prior written agreement expired.

**Exhibit 14(b) (cont.)**

e.) Stable Area Men's Clothier –

Waldeck and Veterinarian Supplies  
c/o EE Waldeck Turf Supply  
55 Burdick Drive  
Cranston, RI 02920  
Unwritten agreement on at-will basis

f.) Handicap cards

Various entities on file with the Racing Division

g.) The applicant notes that it: (i) will also have understandings with advertising professionals, accountants, attorneys, consultants, engineers, insurance agents and like professional and service persons; (ii) expects to purchase tickets and other supplies; (iii) has entered collective bargaining agreements with its various employee unions; (iv) has purse and recognition agreements with its horsemen; (v) expects to make arrangements for protection of its funds while in transit and of its patrons and property while racing meetings are in progress, and for direction of traffic during such meetings; (vi) expects to make arrangements for maintenance, repair, refurbishing and improvement of its premises and for the purchase of equipment, materials and supplies therefor; (vii) operates pursuant to its limited liability company agreement; (viii) licenses use of its premises for banquets, functions and various special events; (ix) has various other agreements with vendors that do not relate to functions or services that are material to the operation of the racetrack.

7.) Financial Interests, such as Loans

The applicant has a first mortgage loan from Bank of America, N.A., evidenced by various loan documents.

8.) Agreements With Potential to Effect a Change of Control

None.

**Exhibit 15**

Local Authority Approvals  
in Accordance with M.G.L. c. 128A, § 13A

Please see attached.

4/22/1935

267

6. Petition presented by J. S. Connors as follows:

"The undersigned respectfully petitions that under Section 27 (and/or any other section applicable thereto) of the Zoning Ordinance of the City of Revere there may be granted an amendment to said zoning ordinance changing a certain parcel of filled land from "general residence district" to "business district". The area referred to is bounded and described as follows:

NORTHEASTERLY by Winthrop Avenue;

SOUTHEASTERLY by Washburn Avenue and land of the Eastern Massachusetts Street Railway Co.

SOUTHWESTERLY by the boundary line between Revere and Boston and other land of the Boston Port Development Company within the City of Boston zoned as "industrial area";

NORTHWESTERLY by other land of the Boston Port Development Company in Revere zoned as "heavy industrial area";

containing about 750,000 square feet as shown on plan entitled "Zoning Plan, Revere, Mass." by Whitman & Howard, Civil Engineers, dated April, 1935, blue print of which is attached hereto.

Referred to the Committee on Legal Affairs.

7. Four petitions presented as follows:

268

Petition of Joseph Gallo, of 44 Mill St., Revere, for a permit for the renewal of a poolroom license two (2) tables to be located at 330 Broadway, Revere, Mass.

269

Petition of Frank Purdy of 335 Beach St., Revere, for a permit for two (2) taxi cab stands at the northeast corner of Shirley and Ocean Avenues.

272

Petition of Eastern Racing Ass'n Inc., (By Charles H. Innes, Clerk & Attorney of Boston), 108 Water St., Boston, Mass., for approval and consent to the location of a Race Track for horse racing in that part of Revere known as Suffolk Downs as more particularly appears in an application granted by the State Racing Commission of Massachusetts adjoining Revere Beach Boulevard.

273

Petition of Jacob Haffer of 39 Walnut Ave., Revere, for a permit for the renewal of one (1) taxi stand on Ocean Avenue near Shirley Ave.

All referred to the Committee on Licenses & Permits.

271

8. Petition presented by Samuel J. Aronson, of 104 Broadway Ave., Revere, Mass., for the renewal of an Auctioneer's License.

Referred to the Committee on Legal Affairs.

243

9. The Standing Committee on Licenses and Permits to which was referred the petition of the Beachmont Taxi, signed by A. McKeen, of 27 Crescent Ave., Revere, for a permit for a taxi stand for one cab to be located at 2 Unity Ave., Revere, Mass. (Consent attached), reporting and recommending that the same be granted; which was objected to by Councilman Armstrong on the first reading at the previous meeting and the report held until this meeting.

Councilman Armstrong with-draws his objection. The report ordered accepted and adopted under the suspension of rules.

268

10. The Standing Committee on Licenses and Permits to which was referred the petition of Joseph Gallo, of 44 Mill St., Revere,

A TRUE COPY ATTEST:  
John J. Henry  
CITY CLERK  
OCT 17 1935

OCT 17 1990

REPORTS OF PROCEEDINGS

OF THE

CITY COUNCIL OF BOSTON

FOR THE YEAR

COMMENCING JANUARY 7, 1935, AND ENDING JANUARY 4, 1936



CITY OF BOSTON  
PRINTING DEPARTMENT  
1936

## PETITIONS RECEIVED.

The following petitions were received and referred to the committees named, viz.:

## Claims.

James Baird, for compensation for damage to car by city truck.

Kieran Duffy, for compensation for damage to property at 15 Hunnewell avenue, Brighton, caused by ash collector.

Marguerite Farren, for compensation for damage to car caused by an alleged defect in Heddy street, Dorchester.

O. L. Johnson, for compensation for damage to truck by ash truck.

Grace L. Kimball, for compensation for injuries caused by an alleged defect at 554 and 556 Newbury street.

Catherine Kolosin, for compensation for injuries caused by an alleged defect at 5 Congress street.

Catherine F. Laing, for compensation for damage to property at 15 Calvia road, caused by garbage truck.

Mary Lynam, for compensation for damage to property at 194, 196 and 198 Shawmut avenue, caused by broken water pipe.

Annie Miller, for compensation for damage to property at 170 Quincy street, caused by break in water pipe.

Edward Miller, for compensation for damage to property at 166 Quincy street, caused by break in water pipe.

Bridget E. Monahan, for compensation for damage to property at 525 and 527 Gallivan Boulevard, caused by construction of sidewalk on Lenoxdale avenue.

## Executive.

Petitions for children under fifteen years of age to appear at places of public amusement, viz.:

Yvonne Baron, Herital Hall, June 5.

Lyllion F. Rose, Repertory Theatre, June 12.

A. Maria Govone, Repertory Theatre, June 4.

Katherine G. O'Gorman, Shubert Theatre, May 17.

Florence W. Russell, Repertory Theatre, June 1.

Mary V. Hayes, Repertory Theatre, May 31.

Lilla Viles Wyman, Repertory Theatre, May 11.

Gertrude Dolan Del'Petro, Repertory Theatre, June 20.

## RECESS.

The Council voted at 2.37 p. m., on motion of Coun. GALLAGHER, to take a recess subject to the call of the Chair. The members reassembled in the Council Chamber at 3.30 p. m. and were called to order by President FITZGERALD.

## CONFIRMATION OF APPOINTMENTS.

President FITZGERALD called up, under unfinished business, No. 1 on the calendar, viz.:

1. Action on appointments submitted by the Mayor April 15, 1935, of minor officers, weighers of coal, etc., for the term of one year, beginning with the first day of May, 1935; as contained in City Document 48.

The question came on confirmation: Committee, Coun. Selvitella and Agnew. Whole number of ballots 22; yeas 19, nays 3, and the appointments were confirmed.

## EAST BOSTON RACE TRACK.

Coun. SELVITELLA offered the following:

Ordered, That the City Council of the City of Boston consent to the location of a track for racing horses in that part of East Boston known as Suffolk Downs, bounded by Bennington street, the Radin highway, Waldemar avenue and the Revere Beach Parkway, more specifically described in an application made to the State Racing Commission by the Eastern Racing Association, Inc.

Passed under suspension of the rule.

## INFORMATION RE SPECIAL NURSES.

Coun. GOLDMAN offered the following:

Ordered, That his Honor the Mayor request the trustees of the Boston City Hospital to inform the members of the City Council as to the following:

1. Funds expended during the last fiscal year for special nurses provided at the hospital without charge to the patient.
  2. The budget for the current fiscal year for such special nurses.
  3. The amount of money still unexpended in the current budget for such special nurses.
- Passed under suspension of the rule.

## VACANCIES IN SANITARY DIVISION.

Coun. GOLDMAN offered the following:

Ordered, That his Honor the Mayor replace existing vacancies in the Sanitary Division of the Public Works Department.

Passed under suspension of the rule.

In connection with the order Coun. GOLDMAN submitted the following:

City of Boston,  
Public Works Department,  
Sanitary Division, April 2, 1935.  
Coun. Maurice M. Goldman,  
Council Chamber, City Hall.

My dear Councilor,—In reply to your communication of April 1, relative to the cleaning of streets, I beg to state that the Welfare men upon whom we have been relying for the past three years to assist our regular workers have fallen in number to a point where we have been unable to keep up with our regular schedule. This is due to the fact that the policy of the Welfare Department has been to place as many able-bodied men as possible upon E. H. A. projects; in fact, in my own department the average number of Welfare men per day has fallen from 1,000 to 300, 500 and 600. At the same time our regular city forces have not been replaced as vacancies occurred.

The E. H. A. regulations preclude the acceptance of any project for either street cleaning or waste collection, so that it is impossible to get any Governmental assistance. However, in the present emergency we have combined forces with the Highway Division and have divided the city into emergency street cleaning districts until the city is cleaned up.

We have just had a conference with the Welfare Department, and beginning next week we hope temporarily, at least, to augment our forces so that we can be able to show something in the way of streets actually cleaned.

Very truly yours,  
ABRAHAM J. POSE,  
Division Engineer, Sanitary Division.

## ROPING OFF UNION PARK STREET.

Coun. DOWD offered the following:

Ordered, That the City Messenger be, and he hereby is, authorized to rope off Union Park street, between 2.30 and 4.30 p. m., on Saturday, April 27, for the cross-country run of the Cathedral Club, the expenses incident thereto to be charged to the appropriation for City Council, Flags, Races and Stakes.

Passed under suspension of the rule.

## DEMOLITION OF ELEVATED STRUCTURE.

Coun. DOWD offered the following:

Resolved, That the City Council of Boston hereby favors the immediate demolition of the present Boston Elevated structure and requests his Excellency the Governor and his Honor the Mayor to ask the proper authorities in Washington to provide for a grant of \$42,000,000 to cover the expense of the demolition of said structure and to provide for the construction of a tunnel to take the place of said elevated structure throughout the entire system.

Coun. DOWD—Mr. President, during the last two years this Council has gone on record no less than six different times requesting that the present Elevated structure be demolished. But evidently no attention has been given to that stand taken by this body until within the last month or two when the people of Roxbury and Charlestown have gathered together and over 50,000 signatures have demanded that some such action be taken. We have heard a lot of talk about 10,000, 20,000, 30,000 or 40,000 people now unemployed being engaged in work on schoolhouses, sewers and

**Exhibit 16**

Sterling Suffolk Racecourse, LLC, is currently in arrears on payments due to the City of Boston and the City of Revere pertaining to real estate taxes and personal property taxes which were due on November 1, 2014 and February 1, 2015.

**Exhibit 17**

**Executed Agreements with Representative Horsemen's Organization**

The New England Horsemen's Benevolent and Protective Association (NEHBPA) is the representative horsemen's organization for owners and trainers of horses that race at Suffolk Downs. The Applicant and the NEHBPA are parties to the following executed agreements, which are attached at the indicated tabs:

Ex. 17-A: Recognition Agreement

Exhibit 17-A  
**CONTRACT** Recognition Agreement

*Boie plate*

This is an Agreement to be effective as upon execution hereof, between Sterling Suffolk Racecourse, LLC, duly organized and existing which operates ~~Sterling Suffolk Racecourse~~, hereinafter called "Suffolk Downs", and the New England Horsemen's Benevolent and Protective Association, Inc., a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, having a mailing address of 111 Waldemar Avenue, Revere, Massachusetts 02151 and a principal office on the premises of Sterling Suffolk Racecourse, hereinafter called "NEHBPA",

WHEREAS the NEHBPA is the organization which represents the owners and trainers of horses which race at Suffolk Downs, and

WHEREAS, SUFFOLK DOWNS and NEHBPA represent, covenant and agree that they are mutually interested in the continuance, maintenance and improvement of thoroughbred racing in the Commonwealth of Massachusetts and jointly recite their belief that it is most desirable and in their mutual best interest to resolve differences which may arise between them without undue publicity and by good faith negotiations and consultation with each other; and

WHEREAS each of the parties hereto does hereby covenant and agree with the other to promote, foster and retain public goodwill toward thoroughbred racing and to use their best efforts to conduct racing at Suffolk Downs on the highest level of quality and professionalism achievable by them;

NOW, THEREFORE, the parties hereto agree as follows:

#### **ARTICLE I. TERM OF AGREEMENT**

The provisions of this agreement shall be applicable to the thoroughbred race meets conducted by Suffolk Downs through June 30, 2008. This agreement shall not obligate Suffolk Downs to conduct thoroughbred race meets but shall apply to such race meets as Suffolk Downs elects to conduct during the term hereof. This agreement contemplates the parties reaching agreement relative to purses (the so called "purse contract") prior to the opening of the grounds for training for each race meet.

#### **ARTICLE II. COMMUNICATION AND COOPERATION BETWEEN PARTIES**

The parties hereto acknowledge and affirm their mutual belief and agreement that the purposes of their respective organizations will be advanced by regular communication and mutual cooperation of said organizations with respect to addressing all issues that may affect thoroughbred racing and the purposes of their respective organizations. Each party shall solicit and consider the input of the other on all issues that affect the conduct of racing in the Commonwealth of Massachusetts. Each party shall designate a representative to meet at least once each calendar month during race meetings, and more often as may reasonably requested by either party, at a mutually convenient time and place, to discuss and exchange viewpoints on such issues affecting thoroughbred racing as either party may designate. The purpose of such meetings is to allow NEHBPA on behalf of horsemen, to have input into decisions and actions of

Suffolk Downs that affect horsemen and in return to allow Suffolk Downs input into decisions and actions of horsemen that affect Suffolk Downs, including, but not limited to promotional activities, simulcasting programs, the distribution of the Suffolk signal and other matters addressed in this agreement. Suffolk Downs agrees to consider input from the NEHBPA prior to applying for racing dates, proposing capital improvements to be funded from the Capital Improvement Fund administered by the Massachusetts State Racing Commission, and advancing any other proposals which would materially alter or affect the conduct of thorough racing in Massachusetts. Suffolk Downs agrees to notify the NEHBPA in advance as to any non racing events proposed to be conducted on the premises at Suffolk Downs which may materially affect racing operations and/or NEHBPA membership during such time as thoroughbred horses are stabled on the grounds. The provisions of this Article shall not obligate either party to take any action with respect to the input provided by the other, it being understood and agreed that either party in their sole discretion may accept or reject the input so provided.

### **ARTICLE III HORSEMEN'S TRAVEL**

Suffolk Downs will not interfere with the freedom of horsemen shipping their horses for the purposes of racing at other race tracks, nor will they refuse entry back to the stable area of a horse that races at another racetrack, providing those horsemen stabled at Suffolk Downs use every reasonable effort to race at Suffolk Downs should a "proper race" be available. Factors considered when determining a "proper race" shall include the type of surface, race conditions or claiming amount, and race distance.

#### **ARTICLE IV. ALLOCATION OF STALLS**

When horsemen are required to apply for stalls 45 days or more prior to the first day of any race meeting, then Suffolk Downs shall make every effort to notify stall applicants at least thirty (30) days prior to the opening or a race meeting of the acceptance or rejection of stall applicants received. Suffolk Downs may insist upon immediate advice from horsemen of their intent to use such stall(s). Suffolk Downs agrees it shall not retaliate against any elected or appointed officials or representatives of the NEHBPA with regard to the allocation of stalls or number allotted, nor shall it refuse entry to the grounds of any such representative, except for good cause shown. In the event legislation is enacted permitting the operation of gaming machines in Massachusetts or there is a material increase in demand for stalls at Suffolk Downs, Suffolk Downs shall give additional consideration in its allotment of stalls to trainers and owners who have materially participated in the conduct of racing at Suffolk Downs for at least four of the five preceding years, provided their horses are appropriate for the proposed condition books of the racing season.

#### **ARTICLE V. USE OF BEDDING MATERIAL**

Suffolk Downs agrees that horsemen will be allowed to bed stalls with the material of their choice as long as such materials are normally in use for bedding horses and do not violate any applicable fire or health law or regulations.

#### **ARTICLE VI. PURSE STRUCTURE**

1. The stakes program at Suffolk Downs will not be published until the NEHBPA gives its approval and consent, which consent shall not be unreasonably withheld.

2. Suffolk Downs agrees that it will not use its power to control the allocation of purse money for "stakes races" without the approval of the NEHBPA.

3. Suffolk Downs agrees to consult with the NEHBPA regarding individual purse Structure before raising or lowering said purses on all other races other than stake races.

4. A purse agreement and schedule for meets covered within this Contract shall be agreed upon by the parties and shall be incorporated as a part of this Contract.

5. Suffolk Downs shall provide to the NEHBPA such detail as to purse revenue and determination of required purse funding as it may reasonably request.

#### **ARTICLE VII. MONOPOLY PROHIBITION**

Suffolk Downs agrees that it will not by agreement to otherwise, impose upon horsemen a monopoly in connection with any supplier, including but not limited to blacksmiths, feedmen, tack supplier and food supplier, provided, however, that Suffolk Downs may require suppliers to comply with security and such other regulations as Suffolk Downs may require or as may be required by the rules of the Massachusetts State Racing Commission.

#### **ARTICLE VIII. NEHBPA RECOGNITION AND SERVICE PAYMENTS**

1. It is agreed that the NEHBPA is the exclusive authorized representative of all horsemen racing at Suffolk Downs and shall continue as such exclusive authorized representative during the term of this agreement and for the purpose of negotiating any amendment to this Agreement.

2. Suffolk Downs agrees to place the following notice in all stall applications and condition books:

between Sterling Suffolk Racecourse, LLC, and the New England HBPA."

3. Suffolk Downs agrees to pay the NEHBPA a minimum of two percent (2.00%), but not more than two and one-half percent (2.50%), of the total amount to be distributed for purses as compensation to NEHBPA for services rendered horsemen during the term of this agreement. The Purse Agreement in effect for each meet shall reflect the actual compensation to the NEHBPA for such services. Said NEHBPA deduction shall be deemed to be purse money for the purpose of computing total purse distributions. The service payment to NEHBPA shall be paid on the 1st and 15th day of each month during the term of this Agreement or as otherwise stipulated in the purse agreement for any given meet.

4. Suffolk Downs agrees to levy, collect and pay over to NEHBPA, for services rendered to horsemen, a paddock fee of \$10.00 per horse per race. Such fee to be assessed through the Horsemen's Bookkeeper to the owner of a horse which actually starts at Suffolk Downs. Said payments to be made on a monthly basis, coming due on the same dates as the service payments set forth in paragraph 3 of this Article. It is understood that Suffolk Downs will turn over to NEHBPA only such fees as it is able to collect and it is further understood that Suffolk Downs is in no way liable for any such fees it is unable to collect. Suffolk Downs shall provide the NEHBPA on a regular basis a list of fees it was unable to collect.

#### **ARTICLE IX. HORSEMEN COOPERATION**

1. The NEHBPA shall exercise its best efforts to require its members and their employees to observe and conform to all reasonable security measures instituted by Suffolk Downs, and to report promptly to Suffolk Downs security forces all incidents

2. The NEHBPA shall exercise its best efforts to encourage and require its members and their employees to respect and protect the premises of Suffolk Downs, especially the stables, tack rooms, dormitories, latrines, shower rooms, track kitchen and recreation facilities maintained by Suffolk Downs to encourage and promote cleanliness in all backstretch areas.
3. Suffolk Downs further agrees to maintain its facilities in the best possible condition.

#### **ARTICLE X. HORSEMEN'S BOOKKEEPER**

Suffolk Downs agrees to invest purse monies from the Horsemen's Bookkeeper account, except for a mutually agreeable working balance, for the purpose of earning interest. Suffolk Downs reserves the right to select the appropriate investment vehicle. Suffolk Downs will attempt to maximize the income earned from this investment but will place emphasis on the safety of the selected investment vehicle. Suffolk Downs shall account to the NEHBPA for such investment upon request. Payment of earnings for each calendar year shall be made within fifteen days of the close of the calendar year. Earnings shall be distributed:

66 2/3% NEHBPA	33 1/3% Suffolk Downs
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#### **ARTICLE XI. UNFORESEEN CONTINGENCIES**

In the event a substantial change of circumstances shall arise or become known following the date of this Agreement which can reasonably be deemed to materially affect the interests of either party to this Agreement, then the parties shall meet and resolve said issue or issues by written agreement. Such circumstances shall include,

but not be limited to, off-track betting, additional off-track wagering, expanded simulcasting, Internet or expanded account wagering, television, teletheatre, slot machines, video machines, casino gambling or any other media income.

#### **ARTICLE XII. SIMULCAST**

Suffolk Downs shall not receive or transmit any thoroughbred simulcast signal to or from any place at any time during this agreement, unless the requirements, as specified in the Federal Horseracing Act of 1978 are satisfied. Additionally, so long as this Agreement and the Purse Agreement remain in force and not in default, the NEHBPA agrees to provide Suffolk Downs its approval to the extent requested or required for all incoming and outgoing simulcast signals subject to the terms set forth in the Purse Agreement and simulcast approval letter provided therewith.

#### **ARTICLE XIII. ASSISTANCE FUND**

Suffolk Downs agrees to contribute payments of Eight-Thousand Seven Hundred and Fifty (\$8,750.00) Dollars on January 15, April 15, July 15, and October 15 of each year to the New England Horsemen's Assistance Fund Inc. Said payments shall not be considered purse money. Additional payments of Nine Thousand Three Hundred Seventy Five (\$9,375.00) dollars shall be paid by Suffolk Downs on February 15, May 15, June 15, and August 15 to the New England Horsemen's Assistance Fund Inc. These payments of \$9,375.00 shall be considered purse money.

#### **ARTICLE XIV. RACING SURFACE SAFETY PROGRAM**

1. The racing surface will be maintained to provide a surface suitable to the time of year and racing conditions.

to be used on the racing surface in advance of putting down new surfaces.

3. The soils of the racing surface will be tested once each month, in the first week of the month, to insure that the agreed composition conforms to agreed standards.

4. When any new soil is to be added to the racing surface, the NEHBP A will be contacted and will have a 24 hour period to inspect the soil for suitability.

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5. Suffolk Downs will consult with the NEHBP A as to the depth of topsoil to be maintained on the racing surface.

6. The agreed depth of topsoil will be maintained by grading, adding or subtracting. This depth will be measured on the inside, middle and outside of the racetrack at every eighth pole. The results of such measuring will be posted on a chart in the Racing Secretary's office by the following morning. Designated representatives of the NEHBPA will be allowed to accompany employees of Suffolk Downs to observe the measuring of the top cushion. The method of such measuring will be agreed to by Suffolk Downs and NEHBPA.

7. When the racing surface is "floated" or "rolled" because of expected rains after the day's racing, the surface will be harrowed prior to morning training if weather permits.

8. The racing surface will be maintained as free of stones as possible. Stone pickers will be used as needed.

9. The racing surface will be watered frequently. In periods of dry weather the track will be watered whenever required in addition to the other usual times of watering.

10. If the NEHBP A hires consultants to represent the interest of horsemen regarding track surface considerations, such consultants will be given reasonable courtesy and cooperation by Suffolk Downs.

season to evaluate the performance of the Turf Course and possible improvements thereto.

#### ARTICLE XV. SEVERABILITY

If any provisions, item or clause of this agreement, or the application thereof, is held invalid, such invalidity shall not effect the remaining provisions, items or clauses or applications of this agreement which can be given effect without the invalid provisions, items, clauses or applications, and to this end, it is agreed by the parties that this agreement shall be severable.

#### ARTICLE XVI. ABILITY TO SIGN AND BIND

1. The persons appearing for the parties hereto certify and warrant their authority to enter into this agreement and bind said parties hereto.
2. The agreement shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 20th day of January, 2005

STERLING SUFFOLK  
RACECOURSE, LLC

NEW ENGLAND HORSEMEN'S  
BENEVOLENT AND PROTECTIVE  
ASSOCIATION, INC.

BY: Robert O'Malley  
Robert O'Malley

BY: Mario DeStefano  
Mario DeStefano, President

**Exhibit 18**

**Additional Insurance Policies**

In addition to the types of insurance listed in Question 18, the applicant intends to carry the following other types of insurance for the protection of employees and patrons:

General Liability

Excess/Umbrella Liability

Employee Practices Liability/ Directors & Officers Liability

Auto Insurance

Crime Insurance

Fiduciary Insurance

Flood Insurance

**Exhibit 19**

(a) Grandstand:

(1) Seating Capacity:

Box Seats -	340
Bench Seats -	1,200
General Admissions -	3,050
<u>TV areas -</u>	<u>350</u>
Total Seating Capacity -	4,940

(2) Is grandstand enclosed? **Yes**

(3) Is grandstand heated? **Yes**

(4) Is any portion of grandstand air-conditioned? **No**

(5) Type of construction of grandstand:

**Reinforced concrete and steel. First-class construction**

(6) Ground area covered by grandstand?

**Grandstand and Clubhouse – 130,000 square feet**

(b) Clubhouse:

(1) Seating Capacity:

3rd Function Room	400
Turf Club	180
Terrace Dining Room	400
Lounge	600
Boxseats	900
<u>TV Areas</u>	<u>480</u>
Total Seating Capacity	2,960

(2) Is Clubhouse enclosed? **Yes**

(3) Is Clubhouse heated? **Yes**

(4) Is any portion of Clubhouse air-conditioned?

**1st floor, 2nd floor Lounge and 3rd floor**

(5) Type of construction of Clubhouse? **Steel and concrete**

(6) Ground area covered by Clubhouse:

**Clubhouse and grandstand - 130,000 square feet**

(c) Bleachers: **None**

**Exhibit 19 (cont.)**

(d) Parking Space:

- (1) Area - **990,800 square feet (22.75 acres) (not including overflow parking)**
- (2) Automobile capacity - **approximately 6,000 parking spaces.**
- (3) Is parking area lighted? **Yes**
- (4) Is parking area treated -- and if so, how? **The principal areas are hot-topped.**
- (5) Is parking area numbered? **No**
- (6) Is charge made for parking, if so how much? **No charge contemplated.**
- (7) Are the parking area and walkways cleared of snow and ice? **Yes.**

(e) Number of pari-mutuel windows provided:

Grandstand: Terminal windows - **60**  
Clubhouse: Terminal windows - **90**  
Self Bet locations: **70**

(f) Toilet facilities for patrons of each sex in grandstand, Clubhouse and/or other locations:

Grandstand - **3 men, 3 ladies**  
Clubhouse - **3 men, 3 ladies**

(g) System of sewerage disposal: If not connected to a main sewerage system, give details of system used:

**Connected to the city main sewers**

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

<u>Grandstand</u>	<u>Clubhouse</u>
<b>3 - first floor</b>	<b>2 - first floor</b>
<b>3 - second floor</b>	<b>1 - second floor</b>

**Exhibit 20**

- (a) Number of uniformed police officers to be on duty each day inside track: **None**
- (b) Whether such police officers will be regular police or special officers: **N/A**
- (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:

**Uniformed police officers in appropriate numbers are present for Mass Cap day, the Triple Crown event days, the Breeder's Cup day, and certain other special events.**

- (d) Number of plain-clothes security officers assigned within the track proper:

**The Director of Security is in plain clothes.**

- (e) System to be used for the detection and suppression of illegal gambling within the premises of the applicant.

**The applicant will continue to have a well-staffed professional security department, including security serviced provided by nationally recognized security consultant Allied Barton Security Services. They patrol all track properties to protect employees, patrons, and the integrity of the racing industry. They are on constant look out for undesirables who, if found, are barred from the property. A video security system also is used.**

- (f) System to be used in the detection and barring of pick-pockets, touts and other undesirable characters:

**Employment of security system described in Item (e) and with photographs and field intelligence file of all known pick-pockets, touts and other known undesirable characters. Close working relationship and intelligence sharing with on-site State Police Unit. Intelligence sharing with local police authorities and issuance of trespass orders to target offenders.**

- (g) Name of person who will be in charge of security within the track proper:

**Lee Grasso, Director of Security**

- (h) Name of person who will have supervision of traffic control within the premises of the applicant and will act as a liaison between the applicant and local police authorities in the control of traffic outside of the premises of the applicant:

**Lee Grasso, Director of Security**

**Exhibit 20 (cont.)**

- (i) Name of police authority who 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.

**The Police Commissioner of Boston and the State Police Captain were consulted when the security measures and traffic control plans were originally adopted. Each year the officer in charge of the Boston Police Station #7 and the Chief of Police of Revere are consulted concerning these matters as to racing meeting operations to be held during the year. Plans as outlined for security and traffic details have been made consistent with the results of such consultations held with regard to the security and traffic complement required for prior operations and are subject to such changes as such consultations and experience show to be called for.**

**In addition, we expect to consult regularly with the State Police Racing Unit Detail at the track to further enhance security, as has been our practice.**

- (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.

**The Applicant's confidential response to Question 20(h) is being filed contemporaneously herewith under separate cover along with a request for confidential treatment pursuant to the Commission's regulations.**

**Exhibit 21**

- (a) Size of track: **one mile (dirt), 7/8 of a mile (turf)**
- (b) Number of chutes: **two chutes (3/4 chute) (1/4 chute) - running horse**
- (c) Number of stables: **32 and 1 pony barn**
- (d) Number of stalls: **1,217**
- (e) Number of tackrooms: **243**
- (f) Number of tackrooms heated: **all heated (in barns)**
- (g) Number of showerbaths in stable area:

<b>Building A</b>	<b>6</b>
<b>Building B</b>	<b>2</b>
<b>Building C</b>	<b>2</b>
<b>Drivers Lounge</b>	<b>4</b>
<b>Ladies Building</b>	<b>3</b>
<b>Total</b>	<b>17</b>

- (h) Toilet facilities in stable area:

<b><u>Locations</u></b>	<b><u>Water Closets</u></b>	<b><u>Basins</u></b>	<b><u>Urinals</u></b>
<b>Building A</b>	<b>8</b>	<b>4</b>	<b>0</b>
<b>Building B</b>	<b>7</b>	<b>4</b>	<b>3</b>
<b>Building C</b>	<b>6</b>	<b>4</b>	<b>3</b>
<b>Racing Bldg. – men</b>	<b>1</b>	<b>1</b>	<b>1</b>
<b>Racing Bldg. – ladies</b>	<b>1</b>	<b>1</b>	<b>0</b>
<b>Drivers Lounge - men</b>	<b>2</b>	<b>2</b>	<b>3</b>
<b>Drivers Lounge - ladies</b>	<b>2</b>	<b>2</b>	<b>0</b>
<b>Ladies Building</b>	<b>2</b>	<b>2</b>	<b>0</b>
<b>Track Kitchen</b>	<b>2</b>	<b>2</b>	<b>1</b>
<b>TOTAL</b>	<b>31</b>	<b>22</b>	<b>11</b>

- (i) Fire protection in stable area:

Number of sprinklers - **12**

Number of fire alarm boxes - **8**

**Exhibit 21 (cont.)**

Other Fire Protective Measures in the Stable Area:

**Number of hydrants - 9**

**Water pressure is 65-70 pounds**

**Fire Patrol on 24-hour basis**

**One outlet with 200 feet of 1 1/2" fire hose between every barn**

**Two fire breaks in each barn segregating them into thirds**

**Barns constructed 50 feet apart for fire safety**

**"Smoke Sentinel" in each barn**

**Smoke turns on red roof light and alarm**

**Fire protection is subject to change as conditions are regularly reviewed**

- (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:

**Yes, area is enclosed by 10ft. chain link and wood fence.**

- (2) Number of gates to enclosure, where located and method of control:

**Two gates: Main Gate on Waldemar Ave., and Gap gate located near the track quarter chute. There is a uniformed security officer stationed at the Main Gate on a 24-hour basis (three shifts). The Gap gate in stable area is attended by a uniformed security officer Monday through Saturday (no training on Sunday) from 6:00 a.m. to 6:00 p.m. Entrance is only via the Main gate. Washburn Ave. gate remains locked.**

- (3) System of passes to be issued to persons employed in stable area:

**An identification pass with bearer's Polaroid photograph laminated thereon is issued by the Massachusetts Gaming Commission only to employees, owners, and others for proper admission to the area in conduct of business, and only after such persons are licensed by the Massachusetts Gaming Commission. All vehicles must be owned and operated by duly licensed persons and must be displaying a valid windshield sticker.**

**Exhibit 21 (cont.)**

- (4) Method to be followed in allowing persons and vehicles in and out of the stable area:

**Only persons with proper credentials, and vehicles with valid stickers as outlined in (j)(3), above, are permitted in the stable area. All individuals are required to have proper credentials. Visitors must be signed in and issued visitor passes.**

- (5) Number of uniformed police officers to be assigned to the stable area indicating the number in daytime hours and nights:

**None**

**Sterling Suffolk Racecourse, LLC assigns eight (8) uniformed security officers to the stable area during the day. The uniformed officers are assigned to the stable area during the below listed hours:**

**2 = Daytime — 7:00 a.m. to 3:00 p.m.  
1 = Daytime — 10:00 a.m. to 6:00 p.m.  
1 = Daytime — 6:00 a.m. to 6:00 p.m.  
2 = Evening — 3:00 p.m. to 11:00 p.m.  
2 = Nighttime — 11:00 p.m. to 7:00 a.m.  
\*1 uniformed officer in security office**

- (6) Number of plainclothes officers or detectives to be assigned to the stable, days and nights:

**None**

- (7) Name of person who will be in charge of policing in the stable area:

**Lee Grasso, Director of Security**

**We expect to continue our close working relationship with the State Police Racing Unit, through which information is exchanged to protect the best interests of the public, Suffolk Downs and the integrity of racing, including by ejecting undesirables and arraigning offenders before proper authorities for their disposition.**

- (k) Recreation Room: **N/A for 2015**

- (l) Track Kitchen: **N/A for 2015**

**Exhibit 21 (cont.)**

- (m) Size of jockey or drivers' room and equipment available, including number of shower baths, toilets, hot boxes, etc.:

**Male:**

Working in locker rooms - 72 feet x 62 feet  
Recreation room - 60 feet x 30 feet (air conditioned)  
Toilet and shower room - 17 1/2 feet x 24 feet  
Reducing room - 12 feet x 12 feet  
Cooling out room - 12 feet x 6 feet  
Rubbing room - 14 feet x 24 feet  
Bunk room - 20 feet x 27 1/2 feet (air conditioned)  
Projection room - 20 feet x 16 1/2 feet (air conditioned)  
Process room - 20 feet x 23 feet  
Salt room - 12 feet x 6 feet  
Color room - 16 feet x 24 feet  
One clothes drier  
One washing machine  
One double sink  
Six showers  
Four urinals  
Six toilets  
One whirlpool bath  
One refrigerator  
One sink  
One stove  
Two drinking fountains  
Two scales  
Three double bunk beds  
Four single beds  
One pool table  
One television set  
One ping-pong table  
One icemaking machine

**Female:**

Enclosed room - 12 feet x 16 feet (air conditioned)  
Sleeping room - 8 feet x 16 feet (air conditioned)  
Sanitary facilities  
One sink  
Two toilets  
Two showers  
Four bunk beds  
One television  
One storage cupboard  
One portable water cooler  
Air conditioned  
Miscellaneous furniture

Exhibit 21 (cont.)

- (n) List of other accommodations, facilities or services in stable area:

**One 20' x 20' blacksmith's shop**  
**Three loading platforms**  
**160 outside feed rooms**  
**40 portable sleeping units (12 rooms to each)**  
**One harness shop**  
**One saliva barn**  
**Seven urine stalls for State Gaming Commission**  
**Four icemaking machines with 1,000 lbs. production in 24 hours**  
**28 hot water heaters - 35 gals. per hour recovery cap. each**  
**8 hot water heaters - 258 gals. per hour recovery cap. each**

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

**Grandstand:**

**First floor restaurant**  
**First and second floor bars**  
**Customer service booth**  
**Concession stands on first and second floors**  
**Barber shop on first floor**  
**Commission Office on first floor**  
**Restrooms**  
**First floor first aid room, lost and found and security office**  
**Reserved seating - large screen television, first and second floors**  
**T.V. Replay Booth on first and second floors**

**Clubhouse:**

**First floor snack bar and bar**  
**Second floor lounge, and bar**  
**Third floor dining room, lounge and bar, Turf Club**  
**Restrooms**  
**T.V. Replay Booth**  
**Terrace lounge and dining**

**Exhibit 22**

- (a) Pari-Mutuel Equipment

**AmTote International, Inc.**

**Contract dated 2/28/2013, automatic annual renewal after 12/31/2014.**

- (b) Starting Gate

**United Puett Electrical Starting Gate (rental).**

**Auxiliary Gate – United.**

**Both under contract dated April 2013 through the 2015 Racing Season.**

- (c) Photo Finish Camera

**Headlund Strip-Type Camera - 1970**

- (d) Film Patrol

**International Sound Corp.**

**Contract dated 1/1/2002, extended through 2015 racing season.**

- (e) Timing Devices

**American Teletimer.**

**Contract dated 1/16/1996, automatic renewals.**

- (f) Inter-communication System

- 1. Nynex Meridien system switchboard and extension phones: installed in 1992**
- 2. Mutuels Department speaker system and telephone system: owned since or prior to 1997**
- 3. Phone circuit connecting Stewards Stand with Patrol Judges, Winners Circle, Photo Patrol, 3/4 chute, starter at all points, Clerk of Scales, Jockeys Room, Announcer and Teletimer: owned since or prior to 1997**
- 4. Phone between race announcer and Photo Patrol: owned since or prior to 1997**
- 5. Phone between Placing Judges and Photo Patrol: owned since or prior to 1997**
- 6. Speaker system from Racing Secretary to Stable Area and from Stable Gate to Stable Area: owned since or prior to 1997**
- 7. Speaker system between Calculating Room and Placing Judges: owned since or prior to 1997**

**Items 2 and 5 are Stromberg-Carlson equipment, purchased in 1950**

**Exhibit 22 (cont.)**

- (g) Public Address System

**Bogen Amplifying Equipment and Voice Speaker Equipment  
(P/A system renovated in 1970 by East Coast Electronics Co.)**

- (h) Closed Circuit Television System

**International Sound Corp. Contract dated 1/1/2002, extended through 2015 racing season.**

- (j) Horse Shoe Board

**New Board Construction in 1974**

- (k) Scales

**Fairbanks Morse Scales, purchased in 1935 and 1961**

**Exhibit 23**

**Policies**

In response to Question 23(a), the Applicant has attached here the following:

**Ex. 23(a): Suffolk Downs Code of Conduct**

In response to Questions 23(b), 23(c) and 23(d), the Applicant is filing herewith the following confidential documents, which are being submitted under separate cover, along with a request for confidential treatment pursuant to the Commission's regulations:

**Ex. 23(b): Internal Controls – Money Room Operations**

**Ex. 23(c): Drug testing policy**



## CODE OF CONDUCT

Suffolk Downs is committed to providing guests with a safe and enjoyable experience. In consideration of all of our guests, please observe the following guidelines:

- Refrain from disruptive behavior, including obscene language and gestures.
- If you choose to consume alcoholic beverages, please do so in a responsible manner.
- Suffolk Downs reserves the right to deny admission to any intoxicated persons.
- Anyone who engages in fighting, throwing objects or attempting to disrupt racing will be immediately ejected.

Here are some helpful things to know so that your day at Suffolk Downs is as enjoyable as possible:

- Gates open at 11 a.m. Post time for the first race is 12:45 p.m. Races are run approximately every 25 minutes (times may vary on special racing days).
- Closing time varies by day, ranging from 5:30 to 11:30 p.m.
- Minors (anyone under the age of 18) are only permitted on the premises during live racing hours and must be accompanied by an adult at all times. Adults are responsible for the behavior of their minors. Minors are not permitted on the premises outside of live racing hours (certain special events excluded).
- Must be 18 years of age or older to wager.
- Must be 21 years of age or older to consume alcoholic beverages.
- Proper Identification for proof of age required.
- All bags, backpacks and personal belongings are subject to inspection by Suffolk Downs security.
- Lawn chairs and umbrellas are permitted.
- Recreational photo and video recording are permitted at management's discretion.
- Alcohol, glass containers, coolers, grills and tents are not permitted.
- Offensive items or clothing are not permitted.
- Smoking is permitted only in outdoor areas.

Suffolk Downs appreciates your cooperation. Suffolk Downs reserves the right to eject anyone who does not abide by these guidelines. If you have a customer service issue, please call 617-568-3263 or send an email to [customerservice@suffolkdowns.com](mailto:customerservice@suffolkdowns.com).



★ ★ ★ HELP US MAKE A DAY AT THE RACES A WINNING EXPERIENCE FOR EVERYONE ★ ★ ★

**Exhibit 24****I. Applicant Financials**

The Applicant's most recent unaudited internal financial statement (for calendar years 2014 and 2013), most recent unaudited quarterly financial statement (for the quarter ending March 31, 2015), constitute confidential information pursuant to the Commission's regulations and are being submitted separately with a request for confidential treatment.

**II. Concessionaire****A. Receipts**

The applicant's food service concessionaire is Boston Culinary Group, Inc. (Centerplate), with an address of Suite 200, 55 Cambridge Parkway, Cambridge, Massachusetts 02142.

Gross receipts for the period January 1, 2015, to March 31, 2015 are estimated to have been \$40,439. The total amount paid for the same period to Sterling Suffolk Racecourse, LLC was \$0.

Gross receipts for the past five years, and the amounts paid to the applicant, are as follows:

Calendar Year	Centerplate Gross Receipts	Amount paid to Applicant
2014	\$1,110,509.00	\$4,023.00
2013	\$1,149,970.00	\$0.00
2012	\$1,257,191.00	\$0.00
2011	\$1,164,503.00	\$0.00
2010	\$1,356,148.00	\$679.00

**B. Interests in Concessionaire**

Joseph O'Donnell, an equity member of the applicant Sterling Suffolk Racecourse, LLC, holds a beneficial interest in and serves as Chairman of the Board of Centerplate, which is the owner of the track's food service concessionaire.

**Exhibit 25**

The thoroughbred race meeting at Suffolk Downs on the dates we have requested will be beneficial to the public, the Commonwealth, and the Applicant for the following reasons:

A. The Public

- 1) The Suffolk Downs facility has been a location for the sport of thoroughbred racing since 1935.
- 2) The facility provides a high quality, clean, pleasant and enjoyable racing experience for the racing industry, sports fan and the public.
- 3) Suffolk Downs is the largest and best equipped racing facility in Massachusetts. It is the Commonwealth's only track with a one-mile racing surface and turf track necessary to attract quality horses and present top-quality horse racing. The turf track uniquely qualifies the facility for the dates the applicant has requested. The track has 1,217 horse stalls.
- 4) The plant is serviced by major highways. It has the unique distinction of having its own MBTA stop on the Blue Line. It is conveniently located near Logan International Airport. The facility is large enough to accommodate holiday and weekend crowds both safely and comfortably.
- 5) The operation of Suffolk Downs provides employment for approximately 1,600 people and an economic spin off of millions of dollars.
- 6) An operating Suffolk Downs facility provides revenue to the state, local communities (Boston and Revere), the horse breeding industry, The Massachusetts Council on Compulsive Gamblers, the racing industry, and the Tufts Veterinary School.
- 7) The applicant has expended over \$20 million in improvements to the facility.
- 8) The security system and management at the track will assure honesty and integrity in the conduct of wagering activity at the facility.
- 9) The applicant has demonstrated the financial ability to operate a racetrack.
- 10) The continued success of thoroughbred horse racing at Suffolk Downs will help strengthen and expand the horse breeding and hay producing industries, thus protecting needed open space.
- 11) The purposes and intent of all relevant Massachusetts statutes, including but not limited to Chapter 114 of the Acts of 1991 and Chapter 128A and Chapter 128C of the General Laws thus will be effectuated.

**Exhibit 25 (cont.)**

- B. The Commonwealth In addition to the benefits to the public stated above, the benefits to the Commonwealth include:
- 1) Suffolk Downs' operation will provide direct and indirect revenue, including revenue generated by increased employment and economic activities in the Commonwealth. This proposal will maximize the receipt of state revenues generated by thoroughbred horse racing.
  - 2) The purposes and intent of all relevant Massachusetts statutes, including but not limited to Chapter 114 of the Acts of 1991 and Chapter 128A and Chapter 128C of the General Laws thus will be effectuated.
- C. The Applicant
- 1) The Applicant will benefit from its continuation of racing, which creates the ability to attract racing professionals, horses and fans for calendar 2015.
  - 2) An operating facility will allow the Applicant to continue to invest in the facility.
  - 3) The Applicant is committed to improving the quality of racing in the Commonwealth.

**Exhibit 26**

Purses, Handle, Employment, Tax and Pari-Mutuel Revenue

- (a) Actual amount of purses paid in the last calendar year;

**Purses paid in CY 2014 were: \$7,423,459.82**

- (b) Estimated amount of purses to be paid in the next calendar year;

**The Applicant is currently discussing with the NEHBPA the terms of a purse agreement for CY 2015, including the estimated purses to be paid in 2015. The Applicant estimates that the amount of purses it will pay in 2015 will be approximately \$1.2 million.**

- (c) Actual handle generated by applicant on its live races in the last calendar year (all sources);

**Live racing actual handle in CY 2014 was: \$46,895,709.70**

- (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;

**The Applicant provided 183 employees with W2 forms. 157 of the employees who received W2 forms were residents of the Commonwealth. Additionally, Sterling Suffolk Racecourse, LLC provided 1099 forms to 411 individuals. 235 of the individuals who received 1099s were residents 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;

**Contractors at Suffolk Downs employed the following numbers of the people during CY 2014:**

Contractor /Category	Number of Employees
Centerplate	20
Allied Barton	35
International Light & Sound	10
ABM	13
Amtote	8

**In addition, hundreds of people are employed by horsemen, owners and trainers in connection with the operation of Suffolk Downs.**

**Exhibit 26 (cont.)**

- (f) Number of occupational licenses attributable to applicant in the last calendar year 2014;

**There were 1,413 thoroughbred occupational licenses attributed to the Applicant during CY 2014.**

- (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.;

<b>Tax Type</b>	<b>Amount</b>
<b>Mass. Income Tax Withholding</b>	<b>\$259,359</b>
<b>Mass. Sales/Use Tax</b>	<b>\$34,823</b>
<b>Mass W2G Withholding Taxes</b>	<b>\$175,239</b>
<b>Real Estate Tax (Boston &amp; Revere)</b>	<b>\$1,598,988</b>

- (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.

<b>Payment Type</b>	<b>Amount</b>
<b>State Commissions</b>	<b>\$219,520</b>
<b>Assessments</b>	<b>\$470,080</b>
<b>License Fees</b>	<b>\$86,700</b>

**Exhibit 27**

**REQUEST FOR APPROVAL OF SIMULCAST IMPORT LOCATIONS**

For calendar year 2015, Sterling Suffolk Racecourse, LLC requests permission to simulcast races from and commingled pools with the locations listed on the following pages.

<u>2015 Import</u>	<u>Type</u>	<u>Subordinate</u>
AJAX DOWNS	Thoroughbred/Mixed Meet	
ALBUQUERQUE	Thoroughbred/Mixed Meet	
AQUEDUCT	Thoroughbred/Mixed Meet	
ARAPAHOE	Thoroughbred/Mixed Meet	
ARLINGTON	Thoroughbred/Mixed Meet	
ASSINIBOIA	Thoroughbred/Mixed Meet	
ATLANTIC CITY	Thoroughbred/Mixed Meet	
BALMORAL	Harness	
BATAVIA	Harness	
BELMONT	Thoroughbred/Mixed Meet	
BELTERRA	Thoroughbred/Mixed Meet	
CALIFORNIA FAIRS	Thoroughbred/Mixed Meet	
CANTERBURY	Thoroughbred/Mixed Meet	
CHARLES TOWN	Thoroughbred/Mixed Meet	
CHURCHILL	Thoroughbred/Mixed Meet	
COLONIAL	Thoroughbred/Mixed Meet	
COLONIAL	Harness	
DEL MAR	Thoroughbred/Mixed Meet	
DELAWARE	Thoroughbred/Mixed Meet	
DELTA DOWNS	Thoroughbred/Mixed Meet	
DOVER DOWNS	Harness	
DUBAI (Carnival & World Cup)	Thoroughbred/Mixed Meet	
ELLIS	Thoroughbred/Mixed Meet	
EMERALD	Thoroughbred/Mixed Meet	
EVANGELINE	Thoroughbred/Mixed Meet	
FAIRGROUNDS	Thoroughbred/Mixed Meet	
FAIRMOUNT	Thoroughbred/Mixed Meet	
FINGER LAKES	Thoroughbred/Mixed Meet	
FLAMBORO	Harness	
FORT ERIE	Thoroughbred/Mixed Meet	
FREEHOLD	Harness	
GOLDEN GATE	Thoroughbred/Mixed Meet	
GULFSTREAM	Thoroughbred/Mixed Meet	Latin American Racing as defined in Monarch Management contract
GULFSTREAM WEST	Thoroughbred/Mixed Meet	Latin American Racing as defined in Churchill Downs, Inc. contract
HARRAH'S @ PHILLY	Harness	
HARRINGTON	Harness	
HASTINGS	Thoroughbred/Mixed Meet	
HAWTHORNE	Thoroughbred/Mixed Meet	
HAZEL PARK	Harness	
HIALEAH	Thoroughbred/Mixed Meet	
HOLLYWOOD	Thoroughbred/Mixed Meet	
HOOSIER	Thoroughbred/Mixed Meet	
HOOSIER	Harness	
INDIANA	Thoroughbred/Mixed Meet	
KEENELAND	Thoroughbred/Mixed Meet	
KENTUCKY DERBY FUTURE WAGER	Thoroughbred/Mixed Meet	
KENTUCKY OAKS FUTURE WAGER	Thoroughbred/Mixed Meet	
KENTUCKY DOWNS	Thoroughbred/Mixed Meet	
LAUREL	Thoroughbred/Mixed Meet	Latin American Racing as defined in Monarch Management contract
LONE STAR	Thoroughbred/Mixed Meet	
LOS ALAMITOS	Thoroughbred/Mixed Meet	
LOUISIANA	Thoroughbred/Mixed Meet	
MAHONING VALLEY	Thoroughbred/Mixed Meet	
MAYWOOD	Harness	
MIDLANDS	Thoroughbred/Mixed Meet	
MIDLANDS	Harness	
MEADOWS	Harness	
MOHAWK	Harness	
MONMOUTH	Thoroughbred/Mixed Meet	
MONTICELLO	Harness	
MOUNTAINEER	Thoroughbred/Mixed Meet	
NORTHFIELD	Harness	
NORTHLANDS	Thoroughbred/Mixed Meet	

OAKLAWN	Thoroughbred/Mixed Meet	
OCEAN DOWNS	Harness	
PARX (Philadelphia Park)	Thoroughbred/Mixed Meet	
PENN NATIONAL	Thoroughbred/Mixed Meet	
PIMLICO	Thoroughbred/Mixed Meet	Latin American Racing as defined in Monarch Management contract
PLAINRIDGE	Harness	
POCONO	Harness	
POMPANO	Harness	
PORTLAND MEADOWS	Thoroughbred/Mixed Meet	
PRAIRIE MEADOWS	Thoroughbred/Mixed Meet	
PRAIRIE MEADOWS	Harness	
PRESQUE ISLE	Thoroughbred/Mixed Meet	
RED MILE	Harness	
REMINGTON	Thoroughbred/Mixed Meet	
RETAMA	Thoroughbred/Mixed Meet	
ROSECROFT	Harness	
RUIDOSO	Thoroughbred/Mixed Meet	
SAM HOUSTON	Thoroughbred/Mixed Meet	
SANTA ANITA	Thoroughbred/Mixed Meet	
SARATOGA	Thoroughbred/Mixed Meet	
SARATOGA	Harness	
SCIOTO DOWNS	Harness	
SUNLAND	Thoroughbred/Mixed Meet	
SUNRAY	Thoroughbred/Mixed Meet	
TAMPA BAY	Thoroughbred/Mixed Meet	
THISTLE DOWN	Thoroughbred/Mixed Meet	
TIMONIUM	Thoroughbred/Mixed Meet	
TIOGA DOWNS	Harness	
PARADISE	Thoroughbred/Mixed Meet	
TURFWAY	Thoroughbred/Mixed Meet	
VERNON	Harness	
WILL ROGERS DOWNS	Thoroughbred/Mixed Meet	
WOODBINE	Thoroughbred/Mixed Meet	
WOODBINE	Harness	
WOODLANDS	Thoroughbred/Mixed Meet	
YONKERS	Harness	
ZIA PARK	Thoroughbred/Mixed Meet	

**Exhibit 28**

**REQUEST FOR APPROVAL OF SIMULCAST EXPORT LOCATIONS**

For calendar year 2015, Sterling Suffolk Racecourse, LLC SSR requests permission to simulcast its races to the locations listed on attached Exhibits 28-A and 28-B.

Exhibit 28-A lists the locations with which SSR seeks permission to commingle its pools.

Exhibit 28-B identifies (the extent that SSR is able) locations at which partners seek to use the simulcast of SSR's signal on a noncommingled basis.

## Handle

Track	Site
AJAx Downs	Picov Downs/Ajax Downs
AJAx Downs Total	
Alberta Downs	Alberta Downs A9A Rookie's Lounge
Alberta Downs Total	
Am West Entertainment	AmWest Web Services Triple Crown AmWest Accounts
Am West Entertainment Total	
Arapahoe Park	BDW CTO Havana Park Red and Jerry's Softball Country Grand Junction OTB So.Colorado Gaming & Event Ct. Sundance Steakhouse and Saloon Post Time OTB
Arapahoe Park Total	
Arima Race Club	Park Street Betting Shop St. James OTB Curepe OTB Santa Rosa Park OTB Arima OTB Keate Street OTB Union Park OTB Chaguanas OTB USD
Arima Race Club Total	
Arlington	Aurora OTB Bloomington OTB Balmoral Park Race Track Champaign OTB Corliss OTB Crestwood OTB Elk Grove Village OTB The Foundry OTB Hawthorne Race Course HOF HWG HWP Joliet OTB LOC Maywood Park Mokena OTB Niles OTB Oakbrook Terrace OTB Fairmount Park Trackside Chicago Trackside Hodgkins Trackside South Elgin Trackside McHenry Arlington International Raceco APJ Trackside Orland Hills Trackside Villa Park Trackside Quad Cities Trackside Rockford Trackside Waukegan
Arlington Total	
Assiniboia Downs	Assiniboia Downs

Assiniboia Downs	Club Regent Teletheatre Central Hotel Green Brier Inn McPhillips St Station Telethea Pembina Hotel Quest Inn Windsor Park Inn
Assiniboia Downs Total	
Atlantic City Racecourse	Atlantic City Racecourse
Atlantic City Racecourse Total	
atr	Tote Investment Racing Service Fair Chance Racing Service Royal Beach Casino
atr Total	
Bangor Raceway	Bangor Raceway & OTB
Bangor Raceway Total	
Batavia	Batavia Downs Batavia Downs Live
Batavia Total	
Belmont	NYRA Acct Wagering New York Racing Association
Belmont Total	
Belterra Park	BEP
Belterra Park Total	
bet Fair Games	Betfair Games Limited
bet Fair Games Total	
Bet Pad Ltd.	AmTote Oregon Hub
Bet Pad Ltd. Total	
Betsson	GWB
Betsson Total	
bettor Racing Inc.	Bettor Racing OTB Bettor Racing Grp 12 BRX
bettor Racing Inc. Total	
Betzonic	Betzotic Internet
Betzonic Total	
Birmingham Race Course	Birmingham Race Course Mobile Greyhound Park
Birmingham Race Course Total	
Bordertown	Bordertown Skydancer Casino Riverwind Casino Winstar Casino
Bordertown Total	
Calder	Daytona Beach Kennel Club Naples-Fort Myers Greyhound Calder Racecourse
Calder Total	
Canterbury Park	Canterbury Park
Canterbury Park Total	
Capital District OTB	Capital District OTB Catskill Teletheater

Capital District OTB	Bridgeport
	Woodlawn
	Hoosick Falls
	Hemstreet
	Hudson
	Telebranch
	Plattsburg
	Account Wagering
	Internet wagering - Capital
	Queensbury
	Saranac Lake
	Pub Laurent
	Herkimer
	Whitesboro
	Jerzees
	Black River
	Fort Edward
	Imperial
	Chrisler Ave
	Bellevue
	Lansingburg
	East Greenbush
	4th and Fulton
	Amsterdam
	Gloversville
	Hillsdale
	Side Door Cafe
	Twenty Mall
	Menands
	Latham
	Wolf Road
	Delmar
	Cohoes
	New Lebanon
	Lake George
	Michael Magees
	Black Bear
	Fox Parc Run
	Partners Pub
	Amigo's Tex-Mex
	Ogdensburg Bowl Ctr
	Granville Rec
	Ruthies Bar
	Bowlmor Lanes
	Boulevard Bowl
	Saluto's
	O'Tooles
	Catskill Mountain Lodge
	C97
	C98
	Lucky Strike Lanes
	Kappy's Lounge and Grill
	Lindsey's
	St Charles Hotel
	Wynantskill
	Cortland
	Pete's
	Canastota Hi-Way Bwl
	Little Falls
	Pip's
	Massena
	C99
	Burleigh House
	Oasis Sports Bar
	Andy's Place
	C9B
Capital District OTB Total	
Catskill	Catskill Regional OTB
Catskill Total	

Charles Town Gaming, L.L.C.	Charles Town Race Course
Charles Town Gaming, L.L.C. Total	
Charlottetown	Charlottetown Summerside Raceway
Charlottetown Total	
Cherokee Casino Sallisaw	Cherokee Casino Sallisaw Cherokee Casino West Siloam Sp
Cherokee Casino Sallisaw Total	
Chester Downs	TVG - Harrahs Chester Downs Chester Downs & Marina, LLC
Chester Downs Total	
Choctaw Racing Services	CCP Durant OTB
Choctaw Racing Services Total	
Churchill Downs	Churchill Downs LKY Keeneland Turfway Park Ellis Park Kentucky Downs
Churchill Downs Total	
Clarksville OTB	Clarksville OTB
Clarksville OTB Total	
Colonial Downs Phone Bet	Colonial Downs Phonebet
Colonial Downs Phone Bet Total	
Conn OTB	Shoreline Star Greyhound Park Connecticut OTB Acct Wagering Connecticut OTB CTW
Conn OTB Total	
Day At The Track	Day At The Track
Day At The Track Total	
Delaware Park	Delaware Park
Delaware Park Total	
Delmar	Los Angeles County Fair Hollywood Park Los Alamitos Race Course (Quar SRB Del Mar Thoroughbred Club Antelope Valley Fair Barona Casino Commerce Casino Cabazon FHB Lake Perris Sports Pavilion MMD National Orange Show O11 OC Tavern Santa Anita Park San Bernardino County Fair Santa Clara County Fair SCL Santa Maria Original Roadhouse Sycuan Band of Mission Indians Ventura County Fair Viejas Casino & Turf Club
Delmar Total	

Delta Downs	Delta Downs
Delta Downs Total	
Dover Downs	Dover Downs Raceway
Dover Downs Total	
Downs At Albuquerque	Downs @ Albuquerque
Downs At Albuquerque Total	
Ebet Online, Inc.	Compubet.com/eBet HorsePlayersBet.com/eBet HarringtonBets.com Idabet.com/eBet MutuelsOnline.com/eBet AustralianRacingbets/eBet RaceUwin.com / eBet DJP WagerLiveRacing.com/eBet
Ebet Online, Inc. Total	
Elite Turf Club	Elite Turf Club Elite Turf Club - Office 1 Elite Turf Club - Office 3 Elite Turf Club - Office 4 Elite Turf Club - Office 5 Elite Turf Club - Office 6 Elite Turf Club - Office 7 Elite Turf Club 10 Elite Turf Club - Office 2 ETB
Elite Turf Club Total	
Ellis Park	Churchill Downs Keeneland Turfway Park Ellis Park Kentucky Downs
Ellis Park Total	
Emerald Downs	Emerald Downs Washington Offtrack Locations
Emerald Downs Total	
EURO-Offtrack	EURO-Offtrack Watch and Wager
EURO-Offtrack Total	
Evangeline	Eunice OTB Evangeline Downs EVI Races and Aces-Henderson Port Allen OTB St. Martinville OTB
Evangeline Total	
Express Bet Accounts	Hawthorne Acct. Wagering Meadows Acct Wagering MEC Internet MEC Telephone MEC TAT
Express Bet Accounts Total	
Fair Meadows	Fair Meadows Coeur d'Alene Greyhound
Fair Meadows Total	
Fairgrounds	Fairgrounds Finish Line #2 - Covington Finish Line #3 - Slidell Finish Line #4 - Gretna

Fairgrounds	Finish Line Elmwood Finish Line #7 St. Bernard Finish Line Kenner Finish Line Metairie FLW Fairgrounds Acct. Wagering Finish Line #6 - Houma Finish Line LaPlace Finish Line Thibodaux
Fairgrounds Total	
Fairplex	Los Angeles County Fair Hollywood Park Los Alamitos Race Course (Quar SRB Barona Casino Commerce Casino Cabazon Sycuan Band of Mission Indians Ventura County Fair Viejas Casino & Turf Club
Fairplex Total	
Favorites at Toms River	Favorites at Toms River
Favorites at Toms River Total	
Finger Lakes	Finger Lakes
Finger Lakes Total	
Fingerlakesbonusbets	Idabet.com/eBet FGL
Fingerlakesbonusbets Total	
Fort Erie	Fort Erie Buffy's Tavern & Dining Fort Erie OTB
Fort Erie Total	
Fort Wayne OTB	Fort Wayne OTB Hoosier Park
Fort Wayne OTB Total	
Foxwoods	Foxwoods Casino Meskwaki Pojoaque Megatote LLC
Foxwoods Total	
Fraser Downs	Fraser Downs
Fraser Downs Total	
Freehold	Freehold Raceway
Freehold Total	
Golden Gate	California State Fair Fresno Club One Fresno District Fair Golden Gate Fields Monterey County Fair Alameda County Fair Shasta Distict Fair SLS Solano County Fair Sonoma County Fair San Mateo County Stanislaus County Fair San Joaquin County Fair
Golden Gate Total	
Gulfstream	Tampa Bay Downs

Gulfstream	Daytona Beach Kennel Club Naples-Fort Myers Greyhound Gulfstream Park Hialeah Jacksonville Kennel Club Orange Park Kennel Orlando Seminole Jai Alai Palm Beach Kennel Club Melbourne Greyhound Park Derby Lane Tampa Greyhound Track Fort Pierce Jai Alai Sarasota Kennel Club Sanford-Orlando Kennel Club
Gulfstream Total	
Gulfstream Park	Daytona Beach Kennel Club Naples-Fort Myers Greyhound Gulfstream Park Hialeah Palm Beach Kennel Club Sarasota Kennel Club Sanford-Orlando Kennel Club
Gulfstream Park Total	
Harrington Raceway, Inc.	Harrington Casino Harrington Live
Harrington Raceway, Inc. Total	
Hastings Park	Hastings Park
Hastings Park Total	
Hazel Park	Hazel Park Harness Raceway
Hazel Park Total	
Hipodromo Monterrico	Hipodromo Monterrico P08
Hipodromo Monterrico Total	
Hollywood at Daytona Raceway	HGD
Hollywood at Daytona Raceway Total	
Hoosier Park	Hoosier Park
Hoosier Park Total	
Horsemen Park	Horsemen's Park
Horsemen Park Total	
Idabet	Idabet.com/eBet IFO
Idabet Total	
Indiana Downs	Indiana Downs Clarksville OTB
Indiana Downs Total	
Indianapolis OTB	Indianapolis OTB
Indianapolis OTB Total	
INEDA	i-neda Ltd
INEDA Total	
International Conn OTB	HGO Randall James Pony Bar St.Thomas
International Conn OTB Total	
Keeneland ADW	TwinSpires
Keeneland ADW Total	

Kentucky Downs	Churchill Downs
	Keeneland
	Turfway Park
	Ellis Park
	Kentucky Downs
Kentucky Downs Total	
Laurel	Maryland Jockey
Laurel Total	
Lewiston	Winners OTB
	Winner's Circle OTB, Lewiston-
	Worley Casino OTB
Lewiston Total	
Lien Games Racing	OffTrackBetting.com
	N.D. Assoc. for Disabled AW
	Chips Lounge & Casino
	North Dakota Association of Di
	North Dakota Horse Park OTB
	Mitch's Grandstand
	Rumors
	WinnaVegas Casino #2
	Lien Games Internet Wagering
	WinnaVegas Casino #3
	Lien Games Internet Wagering 3
Lien Games Racing Total	
Lincoln Greyhound Park	Twin River Greyhound
Lincoln Greyhound Park Total	
Lincoln State Fair Park	Lincoln Race Course
Lincoln State Fair Park Total	
Los Alamitos	Los Angeles County Fair
	Hollywood Park
	Los Alamitos Race Course (Quar
	SRB
Los Alamitos Total	
Lotos Pferdewetten	Lotos
Lotos Pferdewetten Total	
Louisiana Downs	Louisiana Downs
	AmTote Ohio Location
Louisiana Downs Total	
Luckity	LKY
Luckity Total	
MagnaBet	MagnaBet
	GWB
	GWI
	GWP
MagnaBet Total	
Mardi Gras	Tri-State Greyhound
Mardi Gras Total	
Maryland Jockey Club	Limited Liability Entity
Maryland Jockey Club Total	
Meadowlands	BAY
	Meadowlands Racetrack
Meadowlands Total	
Meadows	The Meadows
Meadows Total	
Merrillville OTB	Merrillville OTB

<b>Merrillville OTB Total</b>	
<b>Miami Valley Gaming and Racing</b>	MVG
	MVR
<b>Miami Valley Gaming and Racing Total</b>	
<b>Monmouth Park</b>	Monmouth Park
	Favorites at Woodbridge
<b>Monmouth Park Total</b>	
<b>monticello</b>	Monticello Raceway
<b>monticello Total</b>	
<b>Mountaineer Race Track</b>	Mountaineer Park
<b>Mountaineer Race Track Total</b>	
<b>Nassau Regional OTB</b>	Nassau Regional OTB
<b>Nassau Regional OTB Total</b>	
<b>Netherlands</b>	Scientific Games Racing BV
<b>Netherlands Total</b>	
<b>Newport</b>	Newport Jai Alai
<b>Newport Total</b>	
<b>NJ Account Wagering</b>	NJ1
	NJ2
	NJ3
<b>NJ Account Wagering Total</b>	
<b>Northfield Park</b>	Northfield Park
<b>Northfield Park Total</b>	
<b>Northlands Park / AGM Racing &amp; Gaming</b>	Alberta Province - USD Alberta Teletheatre Network-No Barney's Bar & Grill Beverly Crest Games Room LaBiche Inn Billy Budd's Best Western Denham Inn Continental Inn Champ's Sports Bar Central Suite Hotel Drayton Valley Hotel Dover Hotel Evergreen Park Casino Eagle River Casino Franklin's Inn Franco's Pub Grove Motor Inn Howard Johnson Ontario Longshots Northlands Park Post Time at Fitzgeralds Post Time Lounge Players Club Ritz Cafe & Motor Inn River Cree Resort & Casino Rosslyn Inn & Suites Schanks Athletic Club Edm Strathmore Hotel Santo's Restaurant & Lounge The Park Hotel The Sawridge Inn
<b>Northlands Park / AGM Racing &amp; Gaming Total</b>	
<b>Northville Michigan</b>	Northville Downs
<b>Northville Michigan Total</b>	
<b>Oaklawn</b>	OPT

Oaklawn	Oaklawn Park
Oaklawn Total	
Oaklawn ADW	OPT
Oaklawn ADW Total	
Ocean Downs	Ocean Downs
Ocean Downs Total	
ONEXTWO - IBA	International Betting Associat
ONEXTWO - IBA Total	
Penn National	Penn Account Wagering Lancaster OTW Penn National Race Course Penn National TeleBet Reading OTW-5400 Off-Track Wagering York FGC
Penn National Total	
pferdewetten	Win Race Pferderennen Pferdewetten.de GmbH Lotos
pferdewetten Total	
Philadelphia Park	Philadelphia Park Brandywine Turf Club Center City Turf Club Northeast Philly Turf Club Oaks - Valley Forge Philly Park Internet Philly Park Phone Bet South Philadelphia Turf Club Philly Park IVR
Philadelphia Park Total	
Phumelela Gold Intl, Ltd	Isle of Man
Phumelela Gold Intl, Ltd Total	
Plainridge Racecourse	Plainridge Racecourse
Plainridge Racecourse Total	
Plainridge Telephone Wagering	Plainridge Telephone Wagering
Plainridge Telephone Wagering Total	
Player Management Group	Player Management Group Player Management Group A PMB PMC PMH PMJ
Player Management Group Total	
Pocono Downs	Pocono Downs Pocono Account Wagering Pocono Downs Internet Pocono Downs OTB
Pocono Downs Total	
Portland Gaming, Inc.	Portland Gaming, Inc.
Portland Gaming, Inc. Total	
Portland Meadows	Portland Meadows Oregon Off-Tracks
Portland Meadows Total	
Prairie Meadows	Prairie Meadows
Prairie Meadows Total	

Premier Turf Club, LLC	Premier Turf Club
Premier Turf Club, LLC Total	
Presque Isle Downs	Presque Isle Downs
Presque Isle Downs Total	
Raceway Park, Inc.	Raceway Park
Raceway Park, Inc. Total	
Racing2Day	Racing 2 Day Ventures Racing 2 Day, LLC Racing2Day, LLC
Racing2Day Total	
Raynham Park	Tauton Dog Track, Inc.
Raynham Park Total	
Raynham/Taunton Acct Wagering	Tauton Acct Wagering
Raynham/Taunton Acct Wagering Total	
Remington Park	Remington Park
Remington Park Total	
Resorts	Borgata Casino
Resorts Total	
Retama Park	Retama Park
Retama Park Total	
RGS., INC. ST. KITTS	Racing Gaming Services Grp. 2 Racing Gaming Services Grp. 6 Racing & Gaming Services Racing Gaming Services Grp. 3
RGS., INC. ST. KITTS Total	
Rock @ Seabrook	Rockingham Acct. Wagering
Rock @ Seabrook Total	
Rockingham Park	Rockingham Park
Rockingham Park Total	
Rocky Mount Intl	Whoop Up Downs TAB
Rocky Mount Intl Total	
Rocky Mountain Turf Club Inc.	Black Diamond Hotel Backstreet Pub & Pizza Cosmopolitan Hotel Ducks on the Roof JRD Medicine Hat Lodge Rocky Mountain Turf Club Schanks North RMTC Airdrie Theatre Elbow River OTB WUF WUL WUN RMTC Okotoks Whoop-Up Downs Schanks 1 OTB Whoop Up Downs TAB WUW CC1
Rocky Mountain Turf Club Inc. Total	
Rosecroft	Rosecroft Raceway
Rosecroft Total	
Ruidoso Downs	Ruidoso Downs

Ruidoso Downs Total	
Saddle Brook Jockey Club	SBP
Saddle Brook Jockey Club Total	
Sam Houston	Sam Houston Race Park
Sam Houston Total	
Santa Anita	Los Angeles County Fair Hollywood Park Los Alamitos Race Course (Quar SRB Del Mar Thoroughbred Club
Santa Anita Total	
Saratoga Raceway, N.Y. Har.	SaratogaBets Saratoga Harness Raceway
Saratoga Raceway, N.Y. Har. Total	
scarboro	Scarborough Downs
scarboro Total	
Sciota Downs	Scioto Downs
Sciota Downs Total	
Seabrook	Seabrook Greyhound
Seabrook Total	
Social Gaming Tech	SOC
Social Gaming Tech Total	
Sol Mutuel Ltd	SM2
Sol Mutuel Ltd Total	
Southland Greyhound Park	Southland Racing Corporation
Southland Greyhound Park Total	
Sports Creek Raceway	Sports Creek Raceway
Sports Creek Raceway Total	
Suffolk District OTB	Suffolk District OTB
Suffolk District OTB Total	
Sunland Park	Sunland Park
Sunland Park Total	
Sunray Park	SunRay Park & Casino
Sunray Park Total	
T.V. Games Network	Television Gaming Network TVI TVP
T.V. Games Network Total	
Tampa Bay Downs	Tampa Bay Downs Jacksonville Kennel Club Orange Park Kennel Orlando Seminole Jai Alai Melbourne Greyhound Park Derby Lane Tampa Greyhound Track Fort Pierce Jai Alai Sarasota Kennel Club Sanford-Orlando Kennel Club
Tampa Bay Downs Total	
TBC Teletheatres	TBC Teletheatres AA TBC Teletheatres A TBC Teletheatres B

TBC Teletheatres	TBC Teletheatres AAH TBC Teletheatres AH TBC Teletheatres AAA TBC Teletheatre-Hastings Mainl
TBC Teletheatres Total	
The Racing Channel, Inc	The Racing Channel
The Racing Channel, Inc Total	
Thistledown	Thistledown
Thistledown Total	
Tioga Downs	Tioga Downs
Tioga Downs Total	
trni	TRN International Irish Tote
trni Total	
Turf Paradise	Turf Paradise Arizona OTB's Tucson Greyhound Park Apache Greyhound Park Max's Sports Bar
Turf Paradise Total	
Twin Spires Churchill Acct. Wagers	TwinSpires TWC Twinspires Mountain View TwinSpires Oregon
Twin Spires Churchill Acct. Wagers Total	
Twinspires CA	TWC
Twinspires CA Total	
Twinspires HVP	Twinspires Mountain View
Twinspires HVP Total	
Velocity Wagering Group	VW2
Velocity Wagering Group Total	
Venezuela OTB	Venezuela OTB
Venezuela OTB Total	
Vernon Downs	Vernon Downs
Vernon Downs Total	
Victor Chandler International	Victor Chandler International
Victor Chandler International Total	
Victoryland Greyhound	Victoryland
Victoryland Greyhound Total	
Vineland OTB	Vineland OTB
Vineland OTB Total	
Waterville	Mohegan Sun Casino John Martin's Manor Restaurant Ho-Chunk Casino Mohegan Sun Poker Room
Waterville Total	
Western Fair Raceway	Western Fair Raceway
Western Fair Raceway Total	
Western OTB	Batavia GR Dial-A-Bet Rainbow Centre Teletheater Phoenix

Western OTB	Central Square Auburn Albion Bullshead East Rochester Huston Avenue Lyell - Broad Marway State Street Jefferson Webster Ridge Road West Geneseo Newark Seneca Falls W43 State Street Military Road River Road Broadway Clinton Street French Delaware Road Wehrle Drive McKinley Mohawk Ridge Lea Road Jamestown Olean Hornell Bath Transit Road Scruples Pastaria Pub W76 Eddie Stroh's Lighthouse Grant St. OTB Dakota Grill Dr's INN McKenzie's Irish Pub Matellas Heenan's Pub W99 Arcade Hotel W90 Tonawanda LB Grande W87 W88 Redwing Corning Watkins Glen
Western OTB Total	
Wheeling Downs	Wheeling Island Tri-State Greyhound
Wheeling Downs Total	
Will Rogers Downs, LLC	Will Rogers Downs
Will Rogers Downs, LLC Total	
Win Race Pferderennen	Win Race Pferderennen
Win Race Pferderennen Total	
Woodbine	Western Fair Raceway Woodbine Buffy's Tavern & Dining Fort Erie OTB Northlands IVR CA1 CB1

**Woodbine**

Clinton IVR  
Clinton Teletheatre  
Champions at Royal Square  
Dresden IVR  
Elmira IVR  
Fort Erie IVR  
Grand River Raceway  
Grand River Raceway Teletheatr  
Greenwood Racetrack  
Hiawatha IVR  
Hanover IVR  
Hanover Raceway  
KAB  
Kawartha IVR  
Last Furlong  
Western Fair IVR  
Moodies  
Mohawk Raceway  
Rideau IVR  
Sudbury HPI  
Sneakers Sports Bar  
Shoeless Joe's  
Ontario Province - USD  
Ultimate Sports Bar  
Offside's  
RJ's on Main  
RJ's on Chrysler  
Sports Centre Cafe  
Stonehouse  
Sheraton Parkway  
Select Winners Lounge  
Turf Lounge  
Winner's Edge  
Silks  
WEGZ Stadium Bar  
Jimmyz Sports Bar  
Albert's Parlour  
IVR WEG/FLAM  
IVR WEG/GRAND  
IVR WEG/OTN  
Adam's Rib  
Windsor HPI II  
Champions on the Danforth  
Century Palace  
Deerfield  
East Chinatown  
Heritage  
Woodbine Entertainment Group I  
Woodbine IVR  
Woodstock IVR  
Charlottetown IVR  
Ex Park IVR  
Newfoundland IVR  
Nova Scotia IVR  
Maritimes - USD  
Marquis IVR  
Saskatchewan Province - USD  
CJ5  
CJ7  
CJ9  
HTR  
Quebec HPI  
Quebec Province - USD  
Assiniboia HPI  
Manitoba Province - USD  
British Columbia Telephone Acc  
Georgian Downs  
CJ1  
CJ6  
Flamboro Downs  
Rex Hotel

Woodbine	Northern Ontario Teletheatre N
	CFL
	Lee Hotel
	L7B
	Quinte Bowling Centre
Woodbine Total	
Xpress Bet German Tote	GWS German Tote
Xpress Bet German Tote Total	
Xpress Bet GT Racebets	Racebets
Xpress Bet GT Racebets Total	
Yonkers	ECB
	Yonkers Raceway
Yonkers Total	
You Bet !	Youbet via United Tote
You Bet ! Total	
Grand Total	

**Exhibit 29**

**REQUEST FOR AUTHORIZATION OF ACCOUNT WAGERING SYSTEM**

In accordance with 205 CMR 6.20, Sterling Suffolk Racecourse, LLC ("SSR") respectfully requests approval of XpressBet LLC, TVG, and Twin Spires as Account Wagering vendors for the racing season of 2015. SSR does not operate an account wagering system other than through its vendors.

Suffolk Downs does not currently and does contemplate providing any planned, non-monetary, incentive programs and account security plans, other than any that may be provided by the forgoing vendors.

The Applicant is filing copies of its confidential agreements with account wagering service providers contemporaneously herewith under separate cover along with a request for confidential treatment pursuant to the Commission's regulations.