

AGREEMENT

This Agreement ("Agreement") is entered into this 31st day of October 2013, by and between the City of Attleboro, Massachusetts, by its Mayor, with an address of Government Center, 77 Park Street, Attleboro, Massachusetts 02703 ("Attleboro") and Springfield Gaming and Redevelopment, LLC, a Delaware limited liability company with a principal office at 825 Berkshire Boulevard, Suite 200, Wyomissing, Pennsylvania 19610 ("SGR"). (Collectively, Attleboro and SGR, are referred to as the "Parties").

RECITALS

WHEREAS, Penn National, through its subsidiary and affiliated entity, SGR, has applied to the Massachusetts Gaming Commission ("MGC"), for a license in order to construct and operate a Category 2 (slots) gaming establishment at the Plainridge Racecourse, 301 Washington Street, Plainville, Massachusetts ("Plainridge");

WHEREAS, Section 17 of the Expanded Gaming Act, Massachusetts General Laws Chapter 23K, and its Regulations, at 205 CMR 125.00, require a gaming license applicant to address potential adverse impacts from the construction and operation of a gaming establishment, which the Parties expressly recognize and acknowledge in the furtherance of this Agreement;

WHEREAS, Attleboro and the Town of Plainville are parties to the Metropolitan Law Enforcement Council, which authorizes the rendering of inter-municipal mutual aid to member municipalities;

WHEREAS, the Parties recognize that, in certain situations, the ability of police, fire and other first responders to exercise sworn public duties outside of the territorial limits of the

municipality where such public employees are regularly employed may be desirable and necessary in order to preserve safety and protect the lives, safety, and property of the public; and

WHEREAS, the Parties desire to enter into this Agreement in order to set forth mutually agreeable terms and conditions for reimbursement of the tangible and verifiable incremental costs and expenses of police, fire and other aid rendered by Attleboro public employees resulting directly from the operation of Plainridge;

NOW, THEREFORE, and in consideration of the promises, terms, conditions, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, together with the performance of each promise, term, condition, agreement and mutual covenant, the Parties agree as follows:

1. SGR shall assume and be responsible for paying all of the tangible and verifiable incremental costs and expenses incurred by Attleboro arising directly out of or as a result of any incident at Plainridge, including but not limited to personnel costs payable to Attleboro's public employees (*e.g.*, salaries, overtime premiums, and disability benefits), Attleboro's equipment costs (*e.g.*, damage to or loss of Attleboro's equipment), use of fuel and other expendable supplies, and other related costs and expenses – all to the extent that Attleboro acts reasonably in the discharge of its duties and to the extent not covered by insurance.

2. The obligations of SGR under this Agreement are conditional upon the MGC issuing a Category 2 (slots) gaming license for Plainridge.

3. The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Parties.

4. This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

5. This Agreement shall be governed by and construed under the laws of the Commonwealth of Massachusetts in effect on the date of the execution of such document, without giving effect to any choice of law or conflict of law provision or rule. The Parties hereby irrevocably submit to the exclusive jurisdiction of the Federal Courts of Massachusetts. In the event no federal jurisdiction exists or if the parties mutually agree in writing, the forum shall be the Superior Court of Bristol County or Norfolk County, Massachusetts, and such courts shall have sole and exclusive jurisdiction over any matter brought under, or by reason of this Agreement.

6. The terms and conditions of this Agreement shall be construed as a whole, according to their fair meaning, and that this Agreement shall not be strictly construed against either Party, each of which shall be deemed to be its drafter.

7. If any provision of this Agreement is held to be illegal, invalid or unenforceable, the remaining terms and provisions shall not be affected and shall remain in full force and effect.

8. The failure of any Party to enforce at any time any of the provisions hereof shall not be construed to be a waiver of such provisions or of the right of such party thereafter to enforce any such provisions.


9. Each term of this Agreement is contractual and not merely a recital.


10. The Parties acknowledge that each has had the opportunity to fully discuss and review the terms of the Agreement with an attorney. Each Party further acknowledges that it has carefully read the Agreement, understands its meaning and intent, and freely and voluntarily

assents to all of the terms and conditions hereof, and signs the Agreement of his or her own free will. The signatories hereof are duly authorized to execute this Agreement on behalf of the respective parties stated below.


WHEREFORE, the Parties, intending to be bound, have executed this Agreement as of the date set forth above.

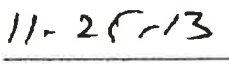
CITY OF ATTLEBORO, MASSACHUSETTS

BY: 
Kevin J. Dumas, Mayor





Date

Approved as to Form

BY: 
Robert S. Mangiaratti, City Solicitor


Date

SPRINGFIELD GAMING AND REDEVELOPMENT, LLC

BY: 
Printed Name: 
Title: 


Date