

**AGREEMENT
BY AND BETWEEN**

10 JULY 2014



**Kevin Brown
Chairman**

**Mitchell Etes
Chief Executive Officer**



**Martin J. Walsh
Mayor**

**Eugene L. O'Flaherty
Corporation Counsel**

SURROUNDING COMMUNITY AGREEMENT

This Surrounding Community Agreement (the "Agreement," as more particularly defined below) dated as of the 10th day of July, 2014 (the "Effective Date") is made by and between the City of Boston, Massachusetts, a municipal corporation (the "City," as more particularly defined below), acting by and through its Mayor, with a principal place of business at 1 City Hall Square, Suite 500, Boston, Massachusetts 02201 and Mohegan Sun Massachusetts, LLC, a Delaware limited liability company with its principal place of business at One Mohegan Sun Boulevard, Uncasville, Connecticut 06382 (the "Applicant" as "Developer" hereinafter referred to as the "Developer").

RECITALS

WHEREAS, the Commonwealth of Massachusetts (the "Commonwealth") on November 22, 2011 enacted "An Act Establishing Expanded Gaming in the Commonwealth," Chapter 194 of the Acts of 2011, principally codified at M.G.L. c. 23K (as may be amended from time to time, and together with any rules, regulations, policies and guidance promulgated thereunder, the "Act");

WHEREAS, the Act reflects the public policies of the Commonwealth with regard to the operation and regulation of expanded gaming as well as the public benefits to the Commonwealth and its citizens expected from a gaming project conducted in accordance with such policies, such as the creation of jobs, the generation of revenues for public purposes, and the increase of tourism and economic development within the Commonwealth;

WHEREAS, the Act established the Massachusetts Gaming Commission (the "Commission") having the authority and responsibility to select, license, oversee and regulate expanded gaming facilities in the Commonwealth;

WHEREAS, the Commission has the authority under the Act to issue not more than three Category 1 licenses to qualified applicants based on the applications submitted to the Commission;

WHEREAS, the Commission has the authority under the Act to award not more than one Category 1 license in Region A, which is defined in the Act as Suffolk, Middlesex, Essex, Norfolk and Worcester counties;

WHEREAS, the Act establishes that the Commonwealth will receive 25% of annual gross gaming revenue from a Category 1 licensee, and such revenue will be dispersed by the Commonwealth into pre-determined funds as follows: 20% to Gaming Local Aid Fund, 14% to the Education Fund, 15% to Transportation Infrastructure and Development Fund, 10% to Commonwealth Stabilization Fund, 10% to debt reduction, 9.5% to Gaming Economic Development Fund, 6.5% to Community Mitigation Fund, 5% to Public Health Trust Fund, 4.5% to Local Capital Projects Fund, 2.5% to Race Horse Development Fund, 2% to Massachusetts Cultural Council, and 1% to Massachusetts Tourism Fund;

WHEREAS, on May 15, 2014 the Commission rendered a Decision which determined that the gaming establishment for the Project as proposed is in the City of Revere and determined that the City is a surrounding community;

WHEREAS, Sterling Suffolk Racecourse, LLC ("Sterling Suffolk") is the owner of a 161 acre parcel of land (as more particularly described herein, the "Property") located in both the East Boston neighborhood (Ward 1) of the City and in the City of Revere, Massachusetts ("Revere"), as shown on the plan attached hereto as Exhibit A on which Sterling Suffolk operates Suffolk Downs, a thoroughbred horse racing facility licensed by the Commonwealth pursuant to the provisions of M.G.L. c. 128A which is licensed by the Commonwealth to conduct simulcast wagering pursuant to the provisions of M.G.L. c. 128C;

WHEREAS, Developer has entered into a binding agreement with Sterling Suffolk pursuant to which Developer will hold a long term lease of an approximately 40 acre portion of the Property said portion to be known as (the "Casino Property") located off Winthrop Avenue in the City of Revere, Massachusetts, as shown on the plan attached hereto as Exhibit B;

WHEREAS, Developer has filed a "Phase 2" application with the Massachusetts Gaming Commission (the "Commission") seeking a license to operate a category 1 gaming establishment (a "Gaming License") at the Casino Property (the "Project"), as shown on the site plan attached as Exhibit C, pursuant to the provisions of M.G.L. chapter 23K ("Chapter 23K");

WHEREAS, the City recognizes that the proposed Project will bring significant new investment to the region (including the City), and provide new permanent employment opportunities for residents of the City and other local communities (all as specified below);

WHEREAS, the City has determined that in addition to the new jobs, new funds, and direct investment at the Casino Property, the proposed Project will promote small businesses and the tourism industry and have a positive economic impact throughout the region (including the City) and the Commonwealth of Massachusetts;

WHEREAS, Developer proposes to construct a resort-style destination gaming establishment on the Casino Property as shown on Exhibit C consisting of approximately (i) a 171,812 square feet of gaming areas with 5,000 gaming positions, (ii) two hotels providing a total of between 450 and 550 rooms, (iii) 44,800 square feet of meeting, flex and event space, (iv) up to 92,200 square feet of bars, nightclubs and restaurants, (v) up to 102,000 square feet of retail space, (vi) a 12,100 square foot spa and fitness center, (vii) a 5,000 square foot greenhouse, (viii) up to 167,600 square feet of support, loading back of house and utilities space, (ix) a three level parking garage with up to approximately 4,200 spaces, (xi) up to approximately 270 surface parking spaces, (xii) a central utility plant, and (xiii) other amenities and uses customarily accessory or ancillary to the foregoing (as the same may be approved by the City of Revere, collectively, the "Project");

WHEREAS, the City, upon analysis, reporting and advice, has determined that the Project as planned keeps the race track at Suffolk Downs open and operational and therefore maintains jobs and a local industry, in addition to supporting related agriculture and the preservation of family farms and related open space in the Commonwealth;

WHEREAS, the Project is anticipated to result in more than One Billion Dollars (\$1,000,000,000) of capital investment (including improvements to regional infrastructure) by the Developer (as hereinafter defined) as well as at least 2,500 construction jobs and approximately 4,000 permanent jobs, as well as indirect jobs, revenue and expenditures, including, without limitation, increased tourism and visitor-related revenue;

WHEREAS, Developer and the City have entered into this Agreement to evidence the obligations of the Developer to the City, as well as the benefits to the City, as a community in proximity to the Project that is likely to experience impacts from the Project's development or operation. This Agreement is a surrounding community agreement contemplated by Section 15(9) of Chapter 23K;

WHEREAS, although the Project is located within the City of Revere, the community impacts emanating from the Project will burden the City, as a result of impacts on the transportation infrastructure in the City as approximately seventy percent (70%) of the traffic to the Project is expected to arrive via roads within the East Boston community in the City;

WHEREAS, the City, following an extensive review process, including extensive outreach and input from the community and analysis and input by subject matter experts engaged by the City, and the City's own departmental experts, enters into this Agreement to provide for the mitigation of Project impacts as required by the Act;

WHEREAS, this Agreement recognizes and provides for the mitigation of Project impacts to the City and in particular the unique impacts on the East Boston community during the construction period of the Project and thereafter, when the Project is open and operating, including, without limitation, disproportionately greater impacts as a result of traffic, public transportation infrastructure, public safety services and construction;

WHEREAS, the Developer will pay an upfront fee to the City in the aggregate amount of Thirty Million Dollars (\$30,000,000.00) to be used by the City to support local businesses, construct a community center and improve schools and parks, all as more particularly set forth herein;

WHEREAS, the Developer will pay a minimum annual fee to the City in most years in the amount of Eighteen Million Dollars (\$18,000,000.00) as well as a percentage of gross gaming revenues, all as more particularly set forth herein, to enable the City to mitigate foreseen and unforeseen community impacts from the Project;

WHEREAS, the Developer's obligations to pay the upfront fee and annual fees set forth above are secured by, among other things, a letter of credit;

WHEREAS, when the Project is operational, the Developer will use best efforts to spend a minimum of Fifty Million Dollars (\$50,000,000.00) annually in goods and services from vendors and companies with a principal place of business in the City of Boston with specific spending requirements for vendors and companies located in East Boston, all as set forth herein;

WHEREAS, the Developer will complete a series of infrastructure improvements in connection with the Project, including at a minimum those projects identified on Exhibit E,

which are anticipated to cost the Developer in excess of Forty-Five Million Dollars (\$45,000,000.00);

WHEREAS, the City will establish, pursuant to this Agreement, a Construction Impact Working Group (as hereinafter defined) to oversee impacts and mitigation to the City and the East Boston community during the construction of the Project; and

WHEREAS, the City has or will establish the Gaming Accountability Office which will work with the community, the Construction Impact Working Group and all City impacted agencies, department, offices and commissions to review, monitor, analyze and seek compensation from the Community Impact Trust for the mitigation of impacts from the Project, including without limitation, Boston Police Department, Boston Fire Department, Emergency Medical Services, Boston Public Health Commission, Mayor's Office of Arts, Tourism and Special Events, Department of Neighborhood Development, Office of Small Business, Transportation Department, Environment and Energy Services Cabinet, Boston Public Library, Boston Centers for Youth and Families, the Commission on the Affairs for the Elderly and the Parks and Recreation Department.

NOW, THEREFORE, in accordance with the Act and in consideration of their mutual execution and delivery of this Agreement and other good and valuable consideration, including the City's agreement not to pursue other legal remedies that may be available to it, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

I. DEFINITIONS

The following terms are expressly defined as follows:

- (a) "Act" shall have the meaning ascribed to it in the recitals of this Agreement.
- (b) "Affiliate" means a Person in which a cumulative total of more than fifty percent (50%) of the beneficial interests are owned, directly or indirectly, by any twenty percent (20%) or more owner of the beneficial interests in the Developer.
- (c) "Agreement" means this Agreement including all exhibits and schedules attached hereto, as the same may be reopened from time to time in accordance with the terms herein.
- (d) "Approvals" means all or any licenses, permits, approvals, consents, actions and authorizations that the Developer is required to obtain from any Governmental Authority to perform and carry out its obligations under this Agreement and to open, operate and occupy the Casino Property and the Project.
- (e) "Arbitrator" shall have the meaning ascribed to it in Section XIV.J.4. of this Agreement.
- (f) "Authorized Representatives" means a Party's employees, agents, consultants, contractors, subcontractors and representatives.

- (g) “BRA” means the Boston Redevelopment Authority, a public body organized and existing under M.G.L. c. 121B, as amended.
- (h) “Casino” means any premises on the Casino Property wherein Gaming is conducted by the Developer pursuant to the Act or other applicable law and this Agreement, and includes all buildings, improvements, equipment and facilities developed, constructed, used, or maintained in connection with such Gaming.
- (i) “Casino Property” shall have the meaning ascribed to it in the recitals of this Agreement.
- (j) “Category 1 License” shall have the same meaning ascribed to it in the Act.
- (k) “City” means the City of Boston, Massachusetts, a municipal corporation with a modified Plan A form of government, as more particularly set forth in Chapter 452 of the Massachusetts Acts of 1948, as amended or modified by, among other references, Chapter 376 of the Massachusetts Acts of 1951 and Chapter 605 of the Massachusetts Acts of 1982, and all of the City’s agencies, departments, offices and commissions.
- (l) “City Amenities” shall have the meaning ascribed to it in Section III.B.2. of this Agreement.
- (m) “City Council” means the City Council of the City.
- (n) “Commission” shall have the meaning ascribed to it in the recitals of this Agreement.
- (o) “Commonwealth” shall have the meaning ascribed to it in the recitals of this Agreement.
- (p) “Community Capital Projects Fee” shall have the meaning ascribed to it in Section IV.B. of this Agreement.
- (q) “Community Impacts” means both the known and unknown direct and indirect impacts to the community from or related to the development or operation of the Project, including, without limitation, (i) increased use of City services, (ii) increased use of infrastructure, (iii) the need for additional infrastructure, (iv) the need for additional City employees, services and/or equipment, (v) increased traffic and traffic congestion, (vi) increased pollution, including air, noise, water, and light pollution, (vii) issues related to public health, safety, welfare, education and addictive behavior, (viii) loss of existing City revenue, (ix) issues related to education, businesses, and housing, (x) issues related to public safety including police, fire and emergency medical services, (xi) issues related to quality of life, (xii) increased use of City streets for parking, as well as a reduced use of public parking facilities as a result of additional parking being made available at the Project, and (xiii) costs related to mitigating other impacts to the City, its services and its residents.
- (r) “Community Impact Fee” shall have the meaning ascribed to it in Section IV.C. of this Agreement.

- (s) “Community Impact Trust” shall have the meaning ascribed to it in Section IV.D. of this Agreement.
- (t) “Construction Impact Working Group” shall have the meaning ascribed to it in Section III.D. of this Agreement.
- (u) “Control(s)” or “Controlled” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, as such terms are used by and interpreted under federal securities laws, rules and regulations.
- (v) “Developer” means Mohegan Sun Massachusetts, LLC, any designee of Mohegan Sun Massachusetts, LLC, and any respective successors or assigns as permitted hereunder.
- (w) “Development Process Cost Fees” means, to the extent not otherwise previously paid by the Developer to the City, whether directly or indirectly, a fee to reimburse the City for the aggregate amount of any and all costs and expenses in good faith paid or incurred by the City and its agencies, including, without limitation, the BRA and the City’s Public Health Commission, to third parties (including attorneys, accountants, consultants, engineers and others) in connection with the planning, preparation and negotiation of this Agreement; provided, however, that notwithstanding anything to the contrary contained herein, Development Process Cost Fees shall not include costs and fees incurred by the City arising from or related to the City’s breach of its obligations under this Agreement or the gross negligence or willful misconduct of the City or its Authorized Representatives.
- (x) “Development Dispute Cost Fees” means, to the extent not otherwise previously paid by the Developer to the City, whether directly or indirectly, a fee to reimburse the City for the aggregate amount of any and all reasonable costs and expenses (including, without limitation, attorneys’ fees) in good faith paid or incurred by the City and its agencies, including, without limitation, the BRA, in enforcing this Agreement and in defending lawsuits brought by third parties against the City and its employees and agencies for damages arising out of an act or omission of the Developer in the ownership or operation of the Project and/or any approvals granted by the City or its agencies for any portion of the Project; provided, however, that notwithstanding anything to the contrary contained herein, Development Dispute Cost Fees shall not include costs and fees incurred by the City arising from or related to the City’s breach of its obligations under this Agreement or the gross negligence or willful misconduct of the City or its Authorized Representatives.
- (y) “Direct or Indirect Interest” means an interest in an entity held directly or an interest held indirectly through interests in one or more intermediary entities connected through a chain of ownership to the entity in question, taking into account dilutive effect of the interests of others in such intermediary entities.

- (z) “Dispute” means any claim, demand, controversy, action or cause of action between the Developer and the City arising out of or relating to the Project, this Agreement or the transactions contemplated hereby, including as a result of any Event of Default or concerning the construction, validity, performance, and interpretation of any provision of this Agreement.
- (aa) “Dispute Notice” shall have the meaning ascribed to it in Section XIV.J.2. of this Agreement.
- (bb) “Effective Date” shall have the meaning ascribed to it in the preamble of this Agreement.
- (cc) “Event of Default” shall have the meaning ascribed to it in Section VII.A. of this Agreement.
- (dd) “Gaming” shall have the same definition as in the Act, or any after enacted law which allows for other forms of gaming such as sports betting; provided, however, that Gaming shall not include pari-mutuel wagering such as is currently authorized at the Property under M.G.L. c. 128A and c. 128C notwithstanding the possibility that those chapters may be amended or reenacted in the future.
- (ee) “Gaming Accountability Office” shall have the meaning ascribed to it in Section III.C. of this Agreement.
- (ff) “Gaming Area” shall have the same definition as in the Act.
- (gg) “Gaming Authority” means all agencies, authorities, and instrumentalities of the City, Commonwealth, or the United States, or any subdivision thereof, having jurisdiction over the Gaming or related activities at the Casino, including, without limitation, the Commission or its successor and the Gaming Accountability Office or its successor.
- (hh) “Governmental Authority” means any federal, state, county or municipal governmental authority, including, without limitation, all executive, legislative, judicial and administrative departments and bodies thereof (including any Gaming Authority) and their successors or assigns having jurisdiction over the Developer and/or the Project.
- (ii) “Governmental Requirements” means the Act and all laws, ordinances, statutes, regulations, executive orders, rules, policies, zoning requirements, Approvals and agreements of any Governmental Authority that are applicable to the Project.
- (jj) “Gross Revenue” or “Gross Gaming Revenue” shall have the same meaning as given to such term in the Act, and shall also specifically include, to the extent permitted by the Commonwealth at any time in the future, gross revenues attributable to the Developer’s Category 1 License or the Project and received by the Developer or its Affiliates from internet-based gaming, sports betting or any other forms of gaming authorized by laws enacted after the Effective Date.

- (kk) "Letter of Credit Standards" shall have the meaning ascribed to it in Article VIII of this Agreement.
- (ll) "Letter of Credit" shall have the meaning ascribed to it in Article VIII of this Agreement.
- (mm) "Material Adverse Effect" means any change, effect, occurrence or circumstances (each, an "Event" and collectively, "Events") that is outside of the Developer's reasonable control and, individually or in the aggregate with other Events, is or would reasonably be expected to be materially adverse to the condition (financial or otherwise), business, operations, prospects, properties, assets, cash flows or results of operations of the Project or the Developer, taken as a whole; provided, however, that none of the following should be taken into account in determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur: (i) any Event in the United States or global economy generally, including Events related to world financial or lending markets, or change affecting generally the industry in which the Developer operates; (ii) any changes or proposed changes in GAAP or any applicable law; and (iii) the Developer's lack of funds, except in the case of clauses (i), (ii) or (iii) to the extent such Event(s) affect the Developer, taken as a whole, in a disproportionate manner as compared to similarly situated companies.
- (nn) "Mayor" means the Mayor of the City.
- (oo) "Opening Date" shall mean the date the Developer commences any Gaming at the Casino Property.
- (pp) "Parties" means the City and the Developer.
- (qq) "Person" means an individual, corporation, partnership, limited liability company, association or other entity, a trust, an unincorporated organization, or a governmental unit, subdivision, agency or instrumentality.
- (rr) "Project" shall have the meaning ascribed to it in the recitals of this Agreement.
- (ss) "Property" means the land, together with the improvements thereon, located in both the City and in Revere, as more particularly described in Exhibit A attached hereto.
- (tt) "Revere" shall have the meaning ascribed to it in the recitals of this Agreement.
- (uu) "RFA-2" shall have the meaning ascribed to it in 205 CMR 110.00.
- (vv) "Sterling Suffolk" shall have the meaning ascribed to it in the recitals of this Agreement.
- (ww) "Surrounding Communities" shall have the same meaning as defined in the Act.
- (xx) "Term" shall have the meaning ascribed to it in Article II of this Agreement.

- (yy) “Transfer” means (i) any direct or indirect sale (including agreements to sell on an installment basis), assignment, transfer, pledge, alienation, hypothecation, merger, consolidation, reorganization, liquidation, receivership, or any other disposition by operation of law or otherwise of a real or intangible property interest or ownership interest in an entity, or (ii) the creation or issuance of new or additional Direct or Indirect Interests in the ownership of any entity. Notwithstanding the foregoing, Transfer shall not include any Transfer of a Direct or Indirect Interest in a publicly-traded company.

II. TERM

The term of this Agreement shall commence on the Effective Date and shall continue until the expiration of the initial Category 1 License issued to the Developer by the Commission unless sooner terminated pursuant to the terms herein (the “Term”). The Parties acknowledge and agree that in the event that the Commission elects to renew or extend the Category 1 License beyond the initial fifteen (15) year term, the terms of this Agreement shall not automatically extend through such renewal or extended Category 1 License term. The Parties acknowledge and agree to meet at least twenty-four (24) months prior to the expiration of the Term to negotiate in good faith on a renewal or an extension of the terms of this Agreement. If the Parties are unable to reach agreement on the terms of such renewal or extension prior to the expiration of the Term, then the terms of this Agreement shall continue until such renewal or extension has been entered into by the Parties.

III. THE PROJECT

A. Description of Project. The Developer shall promptly apply for, diligently pursue and obtain all Approvals necessary to design, develop, construct and operate the Project. Until all such Approvals are obtained, the Developer shall provide the City, on the first business day of each calendar month following the execution of this Agreement, a written update on the status of all such Approvals. If any Approvals are denied or unreasonably delayed, the Developer shall provide prompt written notice thereof to the City, together with the Developer’s written explanation of the circumstances causing such delay or resulting in such denial and the Developer’s plans to cause such delayed or denied Approval to promptly be issued. Upon obtaining such Approvals, the Developer shall promptly commence to develop and construct the Project in material compliance with the Approvals and diligently prosecute such development and construction to completion.

The Developer acknowledges and agrees that all Gaming Areas will be located on the Casino Property which is wholly within the City of Revere. If the Developer acquires an ownership interest or leasehold interest to any property located in the City for the purposes of expanding or developing a category 1 gaming establishment, as those terms are used and defined in Chapter 23K and by the Commission, then the Developer shall immediately notify the City and the Parties shall negotiate in good faith a host community agreement, as that term is used and defined in Chapter 23K. Such expansion shall not occur prior to the execution of a host community agreement, as contemplated by this Section III.A, and the receipt of a favorable certified and binding vote on a ballot question in the City, as contemplated by M.G.L. c. 23K, § 15(13). This Agreement shall terminate and shall no longer be of any force and effect upon the

execution of a host community agreement and the receipt of a favorable certified and binding vote on a ballot question in the City as contemplated by this Section III.A.

To the extent that future development by the Developer occurs on the portion of the Property within the City that is not included within the Project, the Developer shall comply with all local zoning and other rules and regulations applicable to such portion of the Property to ensure adequate review and mitigation of Community Impacts resulting therefrom.

B. Operations.

1. The Developer agrees to diligently operate and maintain the Project and all other support facilities for the Project owned or Controlled by the Developer in accordance with all Governmental Requirements in compliance with this Agreement.

2. The Developer will use best efforts to promote the City's hotels, restaurants, arts, entertainment, historic, athletic, and cultural institutions (collectively "City Amenities"). Such promotional activities shall include but not be limited to (i) the provision of joint marketing opportunities to City Amenities; and (ii) the provision of brochures or any other similar promotional materials as agreed upon by the Parties that promote the City Amenities in an area of the Project that experiences average to high patron foot traffic. The Developer shall report to the Mayor or the Mayor's designee annually to define and assess the promotion of the City's Amenities. Moreover, the Developer shall work to ensure that the City Amenities will be able to benefit from partnership programs that incentivize employees and patrons of the Project to visit City Amenities, including through the Developer's Momentum Rewards program.

C. Gaming Accountability Office. The City has created the City of Boston Office of Gaming Accountability (the "Gaming Accountability Office"), a City department created by the Mayor to administer this Agreement and work closely with the Commission. The Gaming Accountability Office shall monitor the Developer's compliance with the terms of this Agreement, monitor all Gaming activities at the Property on behalf of the City, and if necessary, shall, with the assistance of the City's Corporation Counsel, notify the Developer of its failure to comply with the terms of this Agreement and pursue enforcement actions against the Developer, if necessary. The Gaming Accountability Office shall monitor, review and respond to input and participation from the community. Moreover, the Gaming Accountability Office shall also assist the City and the Community Impact Trust in the administration and disbursement of funds received by the Community Impact Trust under this Agreement, including, without limitation, the presentation of funding requests on an annual basis to the Community Impact Trust.

D. Construction Impact Working Group. There shall be a special working group (the "Construction Impact Working Group") to oversee and monitor the direct and indirect impacts of the Project on the City during construction to reasonably minimize such impacts to ensure compliance with all obligations under this Agreement by the Developer during construction. This special working group shall be comprised of (i) representatives, designated by the Mayor, of the Gaming Accountability Office, the BRA, the City's Department of Transportation, the Boston Police Department, the City's Office of Neighborhood Services, the City's Department of Environmental and Energy Services, the City's Department of Neighborhood Development, the

Boston Fire Department and the City's Inspectional Services Department, (ii) the duly-elected City Councilor for District One or his or her designee, (iii) the duly-elected State Representative for First Suffolk District or his or her designee, and (iv) the duly-elected State Senator from the First Suffolk District or his or her designee. The representative from the Gaming Accountability Office shall serve as chairperson of such special working group, call meetings as necessary and establish all procedures to carry-out the duties and responsibilities of this special working group.

E. Permit Fees. The Developer agrees to pay all applicable permit, license and approval fees of the City or its agencies for any aspects of the Project undertaken in the City.

F. Transportation Improvements. The Developer shall implement and fund all traffic and public transportation improvements set forth in Exhibit E attached hereto.

G. Site Access. Developer warrants that vehicular entrances and exits to the Project will be solely through: (i) Furlong Drive (to and from Route 1A); (ii) Tomasello Drive (to and from Winthrop Avenue (Route 145)); and (iii) Tomasello Drive (to and from Route 1A), and that an additional pedestrian entrance at the Beachmont MBTA Station at Washburn Avenue will be provided.

H. Quality Job Creation/Employment. The Project will result in at least two thousand five hundred (2,500) construction jobs during construction, and at least four thousand (4,000) permanent jobs.

The Developer agrees to comply with the job creation and employment commitments listed in Exhibit F, as well as with all applicable laws and regulations of Government Authorities regarding construction and permanent employment hiring and job preference requirements.

I. Local Businesses, Purchasing and Economic Development. On an annual basis, the Developer shall utilize best efforts to cause purchases related to the Project to be made in the amount of Fifty Million Dollars (\$50,000,000.00) for goods and services from vendors and companies with a principal place of business in the City and shall require the operator or management company for the Project to abide by the terms of this Section III.I; provided further that in any event (i) the Developer shall purchase not less than One Million Dollars (\$1,000,000.00) in goods and services from vendors and companies with a principal place of business in East Boston, exclusive of Logan Airport and (ii) the Developer shall utilize best efforts to cause purchases related to the Project to be made in the amount of Five Million Dollars (\$5,000,000.00) in goods and services from vendors and companies with a principal place of business in East Boston, exclusive of Logan Airport, which Five Million Dollars (\$5,000,000.00) shall be inclusive of the One Million Dollars (\$1,000,000.00) referenced in clause (i) and shall further include purchases of goods and services from local businesses who open satellite businesses within the Project. The Developer shall work with the City to hold vendor fairs that provide City businesses with information concerning providing goods and services to the Project. Moreover, the Developer shall continue to work to ensure that City businesses will be able to benefit from partnership programs that incentivize employees and patrons of the Project to utilize City restaurants, including the Developer's Momentum Rewards program.

In addition, the Developer will create and implement a marketing program for the utilization of minority business enterprises, women business enterprises and veteran business enterprises to participate as vendors in the provision of goods and services procured by the Developer and any businesses operated as part of the Project. The Developer shall, on a semi-annual basis, consult with the East Boston Chamber of Commerce and such other business groups or associations as the City may reasonably request to identify opportunities in furtherance of the objectives set forth in this section. The Developer shall, upon reasonable request, meet with the Mayor or Mayor's designee to provide updates on the Developer's efforts to comply with this Section III.I. The Developer's obligations under this section shall be subject to availability of such goods and services on commercially reasonable terms.

The Parties acknowledge that the Developer has conducted public outreach about the Project in the City in accordance with Section 15(9) of Chapter 23K.

J. Public Safety. The Developer acknowledges and agrees that so long as the Project is operational, in an effort to reduce the impact of the Project on the public safety services of the City and the City's Public Health Commission, (i) the Developer shall develop and implement a plan to provide on-site security, fire and life safety, and on-site emergency medical technicians as well as develop and implement an emergency management plan and an emergency response plan (as required by Section 25(j) of the Act). The Developer agrees to communicate with appropriate public safety departments of the City as necessary to coordinate with respect to any provision of public safety services to the Project by the City or its departments and agencies.

K. Construction Management Plan. The Developer shall develop and implement a construction management plan which details the construction schedule for the infrastructure work within the City, provides for continuous pedestrian and vehicular access to and through the Property throughout construction, establishes traffic management and parking policies during construction, prohibits construction vehicles from using local residential roads, and provides a hotline for residents to call with construction complaints. The Developer shall promptly notify the Gaming Accountability Office of all complaints received by the Developer from residents or businesses residing or located in the City during construction. This hotline shall be staffed appropriately to ensure that a caller is able to speak to a person in addition to leaving a message. The Developer shall enter such construction management plan within forty-five (45) days of the award of a Category 1 License to the Developer. The construction management plan shall be approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed. The Developer shall post a copy of the construction management plan on its Project website and send a copy of the construction management plan to the East Boston Branch of the Boston Public Library.

In addition, the Developer shall consult with the City's Construction Impact Working Group or other agency designated by the City with respect to the development of the construction mitigation agreement called for by Section II.H.4(b) of the Developer's Host Community Agreement with Revere.

L. Vehicles for Hire. Due to increase in use of and demand for taxi cabs and other vehicles for hire to serve the Project, the Developer shall work with the City to facilitate and

mitigate the use and impact of such vehicles on the East Boston community. The City will monitor and enforce rules, regulations and operation of such vehicles.

M. Guaranteed Ride Home Program. The Developer shall establish a guaranteed ride home program funded and implemented by the Developer to provide safe rides home for patrons whose driving may be impaired. The Guaranteed Ride Home Program shall include advertising and informing patrons of the existence of the program and training of employees at the Project with respect to the program. In addition, the Developer shall implement a guaranteed ride home program for all employees as part of the Developer's Transportation Demand Management program to promote travel by alternative modes.

IV. MITIGATION COMMITMENTS

A. Acknowledgment of Community Impacts. The Developer recognizes and acknowledges that the construction and operation of the Project will cause Community Impacts on the City, and in particular, the East Boston community. Further, the Developer recognizes and acknowledges that the Project will require that the City, the City's Public Health Commission and other governmental units of the City provide initial and continuing mitigation of such Community Impacts so that City residents, including the additional temporary and permanent workforce and the increased number of expected visitors and increased tourism to the City related to the Project, will receive substantially the same health, safety, welfare and educational services as currently are provided to City residents and visitors. In order to mitigate the Community Impacts, the Developer agrees to provide a Community Capital Projects Fee (described below in Section IV.B.) and a Community Impact Fee (described below in Section IV.C.).

B. Community Capital Projects Fee. The Developer shall make a payment to the City (the "Community Capital Projects Fee") in the amount of Thirty Million Dollars (\$30,000,000), which payment shall be paid to the City in eleven (11) installments as follows:

(a) Ten Million Dollars (\$10,000,000) shall be paid to the City within thirty (30) calendar days after the date (the "Financing Date") on which the Developer secures initial funding on commercially reasonable rates for the construction of the Project and related off-site mitigation commitments, either through third party financing or other means. The Developer shall use reasonable efforts to ensure that the Financing Date occurs on the earliest possible date and shall provide the City with prompt written notice upon the occurrence of the Financing Date.

(b) Ten equal installments of Two Million Dollars (\$2,000,000) each shall be paid to the City annually, commencing on the date that is the one (1) year anniversary of the payment of the first installment.

C. Community Impact Fee. Commencing on the Opening, the Developer shall make payments to the City in accordance with Exhibit H hereto and referred to herein as the "Community Impact Fee", which is the community impact fee called for by Section 15(9) of Chapter 23K. For the purposes of this Agreement, an "Impact Fee Year" shall be each successive twelve (12) month period following the Opening. Commencing on the first business

day of the month after the Opening and continuing on the first business day of each month thereafter for each Impact Fee Year during the Term, the Developer shall make monthly installment payments of the annual Community Impact Fee to the City (each an "Installment Payment" or together the "Installment Payments") as set forth on Exhibit H.

D. Payment of Community Capital Projects Fee and Community Impact Fee. The payments by the Developer to the City of the Community Capital Projects Fee and the Community Impact Fee shall be paid by certified check or secure electronic funds transfer to the City.

Upon receipt of each payment of the Community Capital Projects Fee and the Community Impact Fee, the entire payment shall be transferred by the City to either (a) a City-controlled bank account to be administered by the City of Boston Community Impact Trust, or (b) a special fund or such other appropriate vehicle to be established by the City in its sole discretion (collectively, the "Community Impact Trust"). The Community Impact Trust shall be administered by three (3) Trustees. The Trustees shall be the Collector/Treasurer for the City, the Supervisor of Budgets for the City and the City Auditor for the City. The Director of the Gaming Accountability Office or his or her designee shall be an ex officio non-voting Trustee of the Trust. There shall be an advisory committee appointed by the Mayor who shall consult with the Trustees and be comprised of four East Boston residents as follows: a representative of the Orient Heights neighborhood association, a representative of the Eagle Hill civic association, a representative of the Jefferies Point neighborhood association, and a resident of East Boston. The Trustees shall administer the Community Impact Trust, including, but not limited to, the disbursement of funds placed in the Community Impact Trust to mitigate the impacts from the development and operation of the Project.

E. Use of Community Capital Projects Fee by the Community Impact Trust. In order to mitigate the unique, particular and unduly burdensome Community Impacts to the East Boston community during the construction period of the Project and thereafter, the Community Impact Trust will use the Community Capital Projects Fee for the following purposes:

1. Improvements to the Mario Umana Middle School Academy located at 312 Border Street, East Boston, Massachusetts to modernize facilities and to account for potential increases in school age population.
2. East Boston Neighborhood Business Program (NBP) for support and enhancement of businesses in the East Boston community, including, without limitation, economic support for local neighborhood businesses, neighborhood beautification of East Boston, increased marketing and promotion of local businesses, and to provide other assistance to such businesses.
3. Construction of a new combined youth and senior citizens center in the East Boston community, with input from the Boston Centers for Youth and Families, the City's Commission on Affairs of the Elderly, the City's Parks and Recreation Department and the community.

4. Improvements to Noyes Park located on Boardman Street in East Boston through a public process with the City's Parks and Recreation Department.

5. Improvements to LoPresti Park located at 33 Summer Street in East Boston designed through a public process by the City's Parks and Recreation Department.

F. Use of Portion of Community Impact Fee by the Community Impact Trust. The Parties intend that over the Term of this Agreement, funds will be disbursed by the Trustees for some or all of the following purposes to account for expected and unexpected impacts from the Project:

1. Public Safety, which funds may be used by the various public safety agencies in the following manner:

a) Boston Police Department: Funding of increased costs of routing 911 calls, costs in coordinating any efforts with the Massachusetts State Police, and increased resources, costs, equipment and programs, including, without limitation, police personnel necessary due to the nature of the Project (patrol, detectives, K9 unit, narcotics, explosive ordnance unit, hazardous materials response unit, traffic), vehicles, additional cells, mobile computing devices, radios, other communications equipment and specialized officer training, which will, among other things, improve the health and safety of City residents and protect businesses and residences within the City.

b) Emergency Medical Services: Funding for the City's Public Health Commission to provide for emergency medical services and equipment to improve the health and safety of City residents and protect businesses and residences within the City.

c) Boston Fire Department: Funding of additional fire personnel and additional fire vehicles and equipment to increase both fire protection and fire inspections in the City, which will, among other things, improve the health and safety of City residents and protect businesses and residences within the City.

2. Vehicles for Hire: Due to an anticipated increase in the use of taxi cabs and vehicles for hire for the Project and the Project's 24-hour a day operation, increases in staffing may be necessary to both the uniformed and administrative personnel in the regulation of vehicles for hire by the City.

3. Small and Local Business Assistance: Funding of (a) the ongoing costs of the East Boston Neighborhood Business Program for support and enhancement of businesses in the East Boston community, including, without limitation, economic support for local neighborhood businesses, neighborhood beautification of East Boston, increased marketing and promotion of local businesses, and to provide other assistance to such businesses, and (b) the City's Department of Neighborhood Development, Office of

Business Development to support existing funding programs for small and local businesses and to provide entrepreneurs and existing businesses in the City with access to financial and technical resources, both of which will, among other things, protect and grow businesses within the City.

4. Education: In addition to those funded by the Developer, funding of (a) hospitality, entertainment and other job training programs in the public and vocational schools, particularly in partnerships with community colleges, (b) monitoring the Developer's obligations for education and job-training at vocational schools, (c) after-school programs, (d) compulsive gaming awareness programs in the public schools, and (e) capital improvements and operating costs of public schools in the district due to the potential increase in school-age population as a result of the Project.

5. Community Programs: Funding for programming, services, personnel, facilities, maintenance and equipment for the new combined youth and senior citizens center being constructed in the East Boston community and the Boston Centers for Youth and Family Paris Street Community Center and Pool, as well as funding for reduced or tuition-free programs for low-income residents at these facilities and funding for English as a second language programs, which will, among other things, respond to the needs of children and elderly in the community due to increases in population expected from the Project.

6. Transportation Department: Funding of a wayfinding signage program, targeted parking enforcement and towing with increased parking enforcement officers, vehicles and equipment, installation and maintenance of pavement markings, additional staff people in the traffic management center, interconnections of signals and cameras to the traffic management center, retiming of certain traffic signals on a rotating basis, annual traffic signal and control box upgrades, increased traffic maintenance staff, expansion of the bike share program, expansion of the bike network through dedicated or shared bike lanes, rideshare program and electric vehicle charging stations in the City, and expansion of water transportation service programs connecting key transportation hubs along the City's waterways, all to address increased costs to the City's Transportation Department as a result of the Project.

7. Parks, Neighborhood Beautification, Improvements and Maintenance: Funding for (a) the ongoing maintenance of improvements at City parks in East Boston, including Noyes and LoPresti Park, (b) the following within the East Boston community: year-round street sweeping, hand sweeping, planters and plantings, new trash and recycling receptacles, increased Department of Public Works and Inspection Services Department inspections of buildings, snow removal, anti-littering programs and the City's green ticketing program, (c) operational needs of the East Boston Neighborhood Business Program, (d) trees in City parks, streets and open spaces, (e) the interconnection of public green spaces throughout the City, all to address increased tourism and vehicular, bicycle and pedestrian use in Boston and in particular, East Boston.

8. Public Health Commission: Construction of a new Addiction Resource Center in the East Boston community; funding to supplement, as necessary, existing

Commonwealth and City Board of Health and City Public Health Commission programs for (a) preventive programs for children, adolescents and young adults, including, without limitation, curriculum for health education, gaming addiction and prevention, and an outreach program to parents to inform them of the risks of youth gambling, (b) problem gaming prevention strategies for college students that parallel other programs used to address substance abuse, (c) compulsive and problem gaming awareness, prevention and treatment efforts, (d) community awareness of problem gaming through signs, brochures, posters, websites and other advertising, (e) anti-smoking education, awareness and enforcement, and (f) programs addressing other addictive behavior, drug treatment, alcohol treatment and mental health services.

9. Environmental Impacts: Funding for the City's Environment Department, City's Environment and Energy Services Cabinet, Inspectional Services Department or any successor department to monitor the Developer's compliance with Governmental Requirements and the sustainability and green environmental practices set forth in this Agreement, including the addition of personnel, if necessary.

10. Mayor's Office of Arts, Tourism and Special Events: Funding to foster the growth of the cultural community, promote public participation in the arts and public celebrations, especially in East Boston, and advance cultural tourism in the City, due to increased tourism and special events expected as a result of the Project.

11. Employee First Time Home Purchasing Program: No later than ninety (90) days after the Opening and on the anniversary of the Opening for each Impact Fee Year thereafter, the Community Impact Trust shall deposit Five Hundred Thousand Dollars (\$500,000) into a "Housing Fund." The Housing Fund shall provide one-time grants to East Boston residents in an amount up to Ten Thousand Dollar (\$10,000) ("Housing Grant") to purchase housing stock within East Boston. In order to be eligible for the Housing Grant, residents must be first-time home buyers and have resided in East Boston for a minimum of two (2) years. Provided, further, that upon the transfer or sale of the property purchased with the Housing Grant, the recipient shall repay the amount of the Housing Grant to the Community Impact Trust. The Community Impact Trust shall deposit any such repayment into the Housing Fund for reuse. In the event that there are funds remaining in the Housing Fund at the end of the Impact Fee Year, those funds shall be eligible for disbursement in the following Impact Fee Year.

12. Education: In addition to those funded by the Developer, funding of (i) hospitality, entertainment and other job training programs in the public and vocational schools, particularly in partnerships with community colleges, (ii) early childhood education programs, (iii) after-school programs, (iv) compulsive gaming awareness programs in the public schools, and (v) capital improvements and operating costs of public schools in the district due to the potential increase in school-age population as a result of the Project.

13. Water Transportation: Funding for the institution of regular water shuttle service between the South Boston and East Boston waterfronts.

G. Compulsive Gambling Resources. The Developer shall implement a responsible gaming plan at the Project to make sure that those people who cannot game responsibly get the help they need and to make sure that people who can game responsibly understand the importance of gaming responsibly. The Developer shall mitigate the potential negative public health consequences associated with the Project.

The Developer will accomplish the responsible gaming goals for the Project by, among other things: (i) complying in every respect with all responsible gaming provisions in the Act and all responsible gaming provisions subsequently adopted by the Commission; (ii) ensuring that all patrons in the Gaming Areas are twenty-one (21) years of age or over, as required by Section 25(h) of the Act; (iii) educating its employees through formal training programs about the importance of responsible gaming and underage gambling and the policies and procedures of Developer's responsible gaming programs; (iv) providing information to patrons about the odds of games, signs and symptoms of compulsive gaming and how to make responsible gaming decisions; (v) promoting responsible gaming in daily operations; and (vi) supporting public awareness of responsible gaming, including, at a minimum, working with the National Council on Problem Gambling, Inc., its local councils and other service agencies in and around the City and region on a continuing basis to promote a better understanding of responsible gaming and underage gambling and supporting research on responsible gaming and underage gambling issues through on-going financial contributions.

The Developer shall implement a "self-restriction" program that allows anyone to request not to receive direct marketing by the Developer's owned, managed, or operated properties, as well as to be denied credit and check cashing privileges at the Casino. Forms to request self-restriction or self-exclusion shall be readily available to all customers and individuals who visit the Casino Property.

The Developer shall continue its or its Affiliate's active participation in the Massachusetts Partnership for Responsible Gaming and actively work with City agencies for the express purpose of assisting the City to address issues of treatment for compulsive behavior, especially problem gaming in the City. The Developer's obligations under this Article IV Section G shall not be inconsistent with any applicable orders, rules, policies or other directives of the Commission, the Commonwealth of Massachusetts, or any other governmental body, agency, authority or commission.

H. Payment of the Development Process Cost Fees and Development Dispute Cost Fees. The Developer shall reimburse the City for reasonable due and unpaid Development Process Cost Fees and Development Dispute Cost Fees upon receipt of an invoice from the City. The invoice for the initial Development Process Cost Fees or Development Dispute Cost Fees shall be issued by the City approximately thirty (30) to sixty (60) days after the Effective Date. For subsequent Development Process Cost Fees and Development Dispute Cost Fees, the City shall invoice the Developer from time to time, but not more frequently than monthly, for such fees incurred since the prior invoice; provided, however, that in no event shall such initial Development Process Cost Fees exceed Five Hundred Thousand Dollars (\$500,000.00); provided, further than in no event shall such subsequent Development Process Cost Fees and Development Dispute Cost Fees in the aggregate exceed One Hundred Fifty Thousand Dollars (\$150,000.00) per year, excluding costs incurred in the event of a Default by Developer. The

Developer shall pay such invoiced fees within thirty (30) days from the date of the invoice in accordance with the instructions provided in the invoice. The invoice provided by the City shall include a summary of the charges and such reasonable detail as the City believes is necessary and as may reasonably be requested by the Developer to inform the Developer of the nature of the costs and expenses, subject to any applicable privilege and confidentiality restrictions. As more particularly set forth in Section XIV.R., the Developer's obligation to pay the Development Process Cost Fees and Development Dispute Cost Fees incurred by the City prior to the termination of this Agreement shall survive termination of the Agreement.

V. OBLIGATIONS OF THE CITY

In consideration of the mitigation measures to be undertaken by or paid for by the Developer for the impacts to the City and, in particular on the East Boston community, the City and the BRA, as applicable, shall do the following:

A. The City and the BRA will accept and process applications for Approvals submitted by the Developer for the Project.

B. The City will establish the Community Impact Trust or another appropriate vehicle at its discretion to hold and administer the Community Capital Projects Fee and the Community Impact Fee.

VI. TRANSFERS AND ASSIGNMENT

The Developer shall have continually the right to grant a mortgage or leasehold mortgage or security interest on all real or personal property, and to transfer its interest herein to any such mortgagee, to the purchaser at a foreclosure sale or otherwise in connection with the exercise of remedies under any such mortgage. In addition, the Developer shall have the right to transfer or assign its rights and interests under this Agreement, provided that:

A. at the time of such transfer or assignment, the Developer has made all payments then due and payable under this Agreement;

B. if a Category 1 License has been issued for the Project or any portion of the Property, the transfer or assignment is in connection with a transfer or assignment of such Gaming License and such transfer or assignment is permitted or has been approved pursuant to the Act;

C. the successor or assignee shall expressly assume and agree to perform and comply with all of the covenants and agreements of this Agreement to be performed by the Developer; and

D. the Developer shall deliver to the City prior to or promptly after such transfer or assignment, a copy of the instrument or instruments evidencing any such assignment to and assumption by the successor or assignee.

The Developer shall not change the operator or management company of any Gaming Area of the Project without the prior written consent of the Mayor of the City, which consent

shall be provided within 30 days of the request of the Developer and shall not be unreasonably withheld, conditioned or delayed by the Mayor of the City; provided, however, that this paragraph shall not apply to a change in the operator or management company that has been ordered by the Commission or other Governmental Authority and not requested by the Developer.

The liability of the Developer or its successors or assigns (including, without limitation, mortgagees) arising under this Agreement shall be limited solely to the interests of the Developer in the Project, and no trustee, officer, director, manager, member, owner, agent, representative or employee of the Developer, or their respective successors or assigns, or any person or entity directly or indirectly holding any interests in any of the foregoing from time to time, or any such person's or entity's separate assets or property shall have or be subject to any personal or individual liability with respect to any obligation or liability hereunder, nor shall any person or entity be answerable or liable hereunder in any equitable proceeding or order beyond the extent of its interest in the Project; provided, however, that this paragraph shall not limit the liability of the Developer after a transfer of interests in the project to the extent that the City is prejudiced due to the transferee having a financial condition inferior to that of the Developer. No holder of a mortgage on any or all of the buildings or portions of the Project, as the case may be, shall be liable to perform, or be liable in damages for failure to perform, any of the obligations of the Developer hereunder unless and until such holder acquires title to the Project by foreclosure or deed in lieu of foreclosure and pursues the completion of the Project in accordance with the provisions hereof.

VII. DEFAULT

A. Events of Default. Subject to the all Governmental Requirements, the occurrence of any of the following shall constitute an "Event of Default" under this Agreement:

1. If the Developer fails to make any payments of the Community Capital Projects Fee or Community Impact Fee required to be made by the Developer hereunder as and when due;
2. If the Developer fails to make any payments other than the Community Capital Projects Fee or Community Impact Fee required to be made by the Developer hereunder and such failure continues for five (5) business days after the Developer's receipt of a written notice of default with respect thereto from the City;
3. If the Developer fails to maintain in full force and effect the Letter of Credit;
4. If any representation or warranty made by the Developer hereunder shall prove to have been false or misleading in any material respect as of the time made or furnished; provided, however, that if the condition causing the representation or warranty to be false is susceptible of being cured, the same shall be an Event of Default hereunder only if such condition is not cured within thirty (30) days after written notice to the Developer from the City, and, provided further, that if the condition causing the representation or warranty to be false is susceptible of cure but cannot reasonably be

cured within such thirty (30) day period and the Developer shall have commenced to cure such condition within such thirty (30) day period and thereafter diligently and expeditiously proceeds to cure the same, such thirty (30) day period shall be extended for such time as is reasonably necessary (not to exceed sixty (60) days after the Developer's receipt of the above-described notice from the City) for the Developer in the exercise of due diligence to cure such condition;

5. If the Developer breaches a Covenant set forth in Article IX below, and such breach is not cured within thirty (30) days after written notice to the Developer from the City, or, if such breach cannot reasonably be cured within such thirty (30) day period and the Developer shall have commenced to cure such breach within such thirty (30) day period and thereafter diligently and expeditiously proceeds to cure the same, such thirty (30) day period shall be extended for such time as is reasonably necessary (not to exceed sixty (60) days after the Developer's receipt of the above-described notice from the City) for the Developer in the exercise of due diligence to cure such breach;

6. If the Developer transfers or assigns this Agreement, except in accordance with the provisions of Article VI above;

7. If a default shall occur, which has not been cured within any applicable cure period otherwise expressly provided elsewhere in this Agreement;

8. If the Developer fails to maintain in full force and effect policies of insurance meeting the requirements of Article XI below and in such event the Developer fails to remedy such default within five (5) business days after the Developer's receipt of written notice of default with respect thereto from City;

9. If the Developer shall default in the performance of any (a) Governmental Requirement; or (b) commitment, agreement, term or condition of this Agreement, and in such event if the Developer shall fail to remedy any such default within sixty (60) days after receipt of written notice of default with respect thereto; provided, however, that if any such default is reasonably susceptible of being cured within ninety (90) days, but cannot with due diligence be cured by the Developer within thirty (60) days, and if the Developer commences to cure the default within sixty (60) days and diligently prosecutes the cure to completion, then the Developer shall not during such period of diligently curing be in default hereunder as long as such default is completely cured within ninety (90) days of the first notice of such default to the Developer.

B. Remedies. Upon an Event of Default, the City shall have the right if it so elects (subject to the Dispute resolution provisions in Section XIV.J. hereof, if applicable) to (i) exercise any and all remedies available at law or in equity, provided that any monetary damages resulting therefrom shall solely be the responsibility of Developer and its successors and assigns, (ii) draw on the Letter of Credit in accordance with Article VIII of this Agreement, and/or (iii) institute and prosecute proceedings to enforce in whole or in part specific performance of this Agreement by the Developer, to enjoin or restrain the Developer from commencing or continuing said breach, and/or to cause by injunction the Developer to correct and cure said breach or threatened breach, provided that any monetary damages resulting

therefrom shall solely be the responsibility of Developer and its successors and assigns. None of the remedies enumerated herein are exclusive and nothing in this Agreement shall be construed as prohibiting the City from pursuing any other remedies at law, in equity or otherwise available to the City.

C. Termination. Except for the provisions that by their terms survive and subject to the provisions of Section XIV.R. of this Agreement, this Agreement shall terminate upon the occurrence of any of the following events and with immediate effect:

1. The Category 1 License for Region A (as such term is defined in the Act) is awarded to a party other than the Developer, and (i) such other party has both paid the Category 1 License fee pursuant to Section 10(d) of the Act and submitted the construction deposit or bond required pursuant to Section 10(a) of the Act, and (ii) such award is not subject to any pending appeal, further review, or revocation proceedings;

2. The Developer's Category 1 License is revoked by a final, non-appealable order of the Commission; provided, however, that this Agreement shall remain in place and all obligations and payments set forth herein shall continue to be due and payable in the event that the Developer's Category 1 License is revoked and the Project is managed or run by a conservator appointed by the Commission pursuant to 205 CMR 130.00;

3. The expiration of the Term of this Agreement or the nonrenewal of the Category 1 License awarded to the Developer.

These termination events are in addition to any other rights of the City or the Developer to terminate this Agreement otherwise available under law.

VIII. LETTER OF CREDIT

A. Pursuant to Section 10(a) of the Act and 205 CMR 122.05, if the Developer is issued a Category 1 License by the Commission, the Developer is required to either deposit ten percent (10%) of the Developer's proposed capital investment in the Project in an interest-bearing escrow account or, at the Commission's discretion, obtain a deposit bond insuring ten percent (10%) of the proposed capital investment. In the event the Developer is unable to complete the gaming establishment, the deposit or deposit bond would be forfeited to the Commonwealth in accordance with the Act.

B. In addition, to secure the Developer's obligations under this Agreement to make payments of the Community Capital Projects Fee, the Community Impact Fee, or any other amounts payable hereunder;

1. The Developer shall, not later than the date that the first installment of the Community Capital Projects Fee is due and payable to the City, deliver to the City an original irrevocable standby letter of credit issued by a major money center bank located within the United States reasonably acceptable to the City in the initial sum of Five Million Dollars (\$5,000,000.00) (the "Letter of Credit"). The Letter of Credit shall be issued in accordance with, and subject to, the International Standby Practices (ISP98) International Chamber of Commerce Publication No. 590 and the rules of the Uniform

Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication No. 500, as most recently published and/or updated by the International Chamber of Commerce, or any successor code of standby letter of credit practices generally adopted by the issuing bank as may be in effect at the time of issuance (the "Letter of Credit Standards").

2. The Letter of Credit shall be in form and substance acceptable to the City in accordance with the Letter of Credit Standards set forth above. The Letter of Credit shall automatically renew.

3. The City shall have the right to draw upon the Letter of Credit up to the amount of an uncured payment obligation if the Developer fails to make a timely payment of the Community Capital Projects Fee, the Community Impact Fee, or any other amount payable hereunder and fails to make such payment within ten (10) days after receiving written notice of an overdue payment from the City.

4. Provided that the Developer timely makes all payments required hereunder within any applicable cure period under Article VII in the first two (2) years after the Opening, the required amount of the Letter of Credit shall be reduced to \$3 million in the third year; and if the Developer makes all required payments in the third year within any applicable cure period under Article VII, the required amount of the Letter of Credit shall be reduced to \$2 million in the fourth year; and if the Developer makes all required payments within any applicable cure period under Article VII in the fourth year, the required amount of the Letter of Credit shall be reduced to \$1 million in the fifth year. If the developer timely makes all payments required hereunder within any applicable cure period under Article VII for the first five (5) years after the Opening, the Letter of Credit shall promptly be returned by the City to the Developer or to the Developer's lender. If, however, the Developer fails to timely makes any payment required hereunder within any applicable cure period under Article VII in the first five (5) years after Opening, then the Developer shall be obligated to maintain the Letter of Credit until it has made seven (7) consecutive years of payments within any applicable cure period under Article VII, whereupon the Letter of Credit shall promptly be returned by the City to the Developer or to the Developer's lender. If after the City returns the Letter of Credit the Developer fails to make a timely payment following notice from the City, in accordance with Section VIII.B.4, then the Developer shall deliver a new Letter of Credit to the City, subject to the same terms and conditions set forth in this Section VIII.B.4.

5. The Letter of Credit shall be renewed or replaced prior to expiry with either a renewal of the then current Letter of Credit or with a replacement Letter of Credit satisfying the other requirements of this Section, in either case extending the expiry of the Letter of Credit for at least twelve (12) months. At least forty-five (45) days prior to the expiration of the then-current Letter of Credit, the Developer shall notify the City in writing of its intention to deliver an original renewal or a replacement Letter of Credit. The Developer shall deliver an original renewal or a replacement Letter of Credit to the City at least thirty (30) days prior to expiration of the then current Letter of Credit. If a satisfactory renewal or replacement Letter of Credit has not been delivered to the City at

least thirty (30) days prior to the expiration of the then current Letter of Credit, the City shall be entitled to draw on the then existing Letter of Credit and shall hold the funds in escrow until such time as a replacement Letter of Credit has been provided to the City. The provisions of this Section shall survive the termination or expiration of this Agreement.

IX. COVENANTS OF THE DEVELOPER

A. Affirmative Covenants of the Developer. The Developer covenants that throughout the Term, the Developer shall:

1. Do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence.
2. Do or cause to be done all things necessary to preserve, renew and keep in full force and effect the Approvals and the Category 1 License, and comply with all Governmental Requirements applicable to the operation of its business and other activities, in all material respects, whether now in effect or hereafter enacted.
3. Developer shall provide to the City and shall cause Sterling Suffolk to provide to the City, not later than thirty (30) days from the date of this Agreement, the disclosure statements set forth in Section XIV.E. of this Agreement.
4. Developer shall cause Sterling Suffolk to enter into a separate agreement with the City with respect to the uses, master planning, and other commitments related to the Property owned by Sterling Suffolk in the City, and Developer and Sterling Suffolk shall enter into a recognition agreement with the City with respect to the Ground Lease.
5. Furnish to the City:
 - a) Simultaneous with its submission to the Commission, accurate, complete and certified copies of reports submitted pursuant to Sections 21(a)(12), 21(a)(15), 21(a)(23), 21(a)(24), 23(a) and 28(b) of the Act to the extent that such reports are not confidential. To the extent such reports are confidential, the City shall have the right to inspect such confidential reports or portions of reports at a mutually convenient time and place.
 - b) Within one hundred five (105) days of the end of each Impact Fee Year, a statement as to whether the Developer is aware of any noncompliance with the radius restriction set forth in Section III.J.
 - c) From time to time, such other information regarding the compliance by the Developer with the terms of this Agreement or the affairs, operations or condition (financial or otherwise) of the Developer and the Project or as the City may reasonably request.

d) Prompt written notice of the following, except as otherwise required by applicable law (but in no event later than twenty (20) business days following the actual knowledge thereof by the Developer):

- (1) The issuance by any Governmental Authority of any injunction, order, or, decision, relating to a violation of Governmental Requirements applicable to the Developer or the Project, together with copies of all relevant documentation;
- (2) Any default or Event of Default by the Developer under this Agreement, specifying the nature and extent of the default or Event of Default and the action (if any) that is proposed to be taken by the Developer;
- (3) Any Transfer under Article VI; and
- (4) Any development in the business or affairs of the Developer that could reasonably be expected to have a Material Adverse Effect.

6. Maintain true and correct financial records that are audited annually by an independent auditor and permit an authorized representative designated by the City during normal business hours to visit and inspect the properties and financial records at a reasonable frequency.

B. Category 1 Licensing Process. The Developer shall keep the City informed as to all material contacts and communications between the Commission and its staff and the Developer so as to enable the City to evaluate the likelihood and timing of the Commission issuing a Category 1 License to the Developer.

C. Negative Covenant of the Developer. The Developer covenants that, at any time that a Letter of Credit under Article VIII is not in effect, the Developer shall not declare or pay and dividends, payments or distributions to any members or shareholders of the Developer upon the occurrence of an Event of Default under Sections VII.A.1 through VII.A.3., Section VII.A.6., and Section VII.A.8. until such Event of Default is cured.

D. Confidentiality of Deliveries. To the extent that the Act, other laws of the Commonwealth or any other Governmental Requirements, in the reasonable opinion of the City's Corporation Counsel, allow confidential treatment of items Developer is obligated to furnish to the City under this Article, the City agrees to keep such items confidential (for so long as they are entitled to confidential treatment) and shall not disclose them except (i) to such City officials and consultants on a need-to-know basis; and/or (ii) pursuant to a court order. Further, to the extent that the Developer requests confidential treatment of any documentation or information required to be provided to the City under this Agreement, and such documentation and information may be protected from disclosure by the City under applicable law, the City shall maintain such documentation and information confidential to the extent permitted by applicable law. The City may agree to undertake an in person review and inspection of any such

confidential information as a means of reviewing the information provided by Developer in accordance with its obligations under this Article IX.

X. REPRESENTATIONS AND WARRANTIES

A. Representations and Warranties of the Developer. The Developer represents and warrants that:

1. The Developer is a duly formed limited liability company organized under the laws of the State of Delaware and is in good standing and qualified to do business under the laws of the Commonwealth of Massachusetts;

2. The Developer has taken all actions required by law to approve the execution of this Agreement;

3. The Developer's entry into this Agreement and/or the performance of the Developer's obligations under this Agreement do not violate any contract, agreement or other legal obligation of the Developer;

4. The Developer's entry into this Agreement and/or the performance of the Developer's obligations under this Agreement do not constitute a violation of any state or federal statute or judicial decision to which the Developer is subject;

5. There are no pending lawsuits or other actions or proceedings which would prevent or impair the timely performance of the Developer's obligations under this Agreement;

6. The Developer has the legal right, power, and authority to enter into this Agreement and to consummate the obligations contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by the Developer is requisite to the valid and binding execution, delivery, and performance of this Agreement, except as otherwise expressly set forth herein, and this Agreement is enforceable against the Developer;

7. The individual executing this Agreement on behalf of the Developer is authorized to execute this Agreement on behalf of the Developer; and

8. This Agreement is binding on the Developer and is enforceable against the Developer in accordance with its terms, subject to applicable principles of contract, equity and insolvency laws.

B. Representations and Warranties of the City. The City represents and warrants that:

1. The City is a validly existing municipal corporation and has all requisite power and authority to enter into and perform its obligations under this Agreement, and all other agreements and undertakings to be entered into by the City in connection herewith;

2. This Agreement is binding on the City and is enforceable against the City in accordance with its terms, subject to applicable principles of equity and insolvency laws;

3. The City's entry into this Agreement and/or the performance of the City's obligations under this Agreement do not violate any contract, agreement or other legal obligation of the City;

4. The City's entry into this Agreement and/or the performance of the City's obligations under this Agreement do not constitute a violation of any state or federal statute or judicial decision to which the City is subject;

5. There are no pending lawsuits or other actions or proceedings which would prevent or impair the timely performance of the City's obligations under this Agreement; and

6. The individual executing this Agreement on behalf of the City is authorized to execute this Agreement on behalf of the City.

XI. INSURANCE AND INDEMNITIES

A. Insurance.

1. The Developer shall maintain in full force and effect the types and amounts of insurance as set forth below, and to the extent permissible under Governmental Requirements, the City shall be an additional insured under each policy. The Developer shall be responsible for all deductibles related to such insurance.

<u>Type of Coverage</u>	<u>Requirements</u>
Commercial General Liability (occurrence form)	Coverage shall include products liability, completed operations, liquor liability, garagekeepers legal liability, damage to rented premises, personal and advertising injury and blanket contractual injury. The policy shall have limits of at least \$1,000,000 per occurrence and \$2,000,000 per location aggregate for property damage and bodily injury.
Automobile Liability Insurance	\$1,000,000 combined single limit coverage each accident. This policy shall include coverage for loss due to bodily injury or death of any person, or property damage arising out of the ownership, maintenance, operation or use of any motor vehicle whether owned, non-owned, hired or leased.
Umbrella and/or Excess Liability Insurance	\$100,000,000 each occurrence/aggregate.

Pollution Legal Liability Insurance	\$5,000,000 each occurrence/aggregate. This policy shall provide coverage for third-party bodily injury, property damage, cleanup costs and defense costs that arise in connection with the Project.
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2. Prior to undertaking any activities on the Casino Property, the Developer and any of its Authorized Representatives shall first provide the City certificates of insurance evidencing all insurance policies that the Developer and its Authorized Representatives (including, without limitation, any architects, engineers, general contractors, subcontractors, and consultants) are required to carry hereunder.

3. All policies of insurance referred to herein shall be written in a commercially reasonable form and by companies that are authorized to do business in the Commonwealth and having a financial strength rating by A.M. Best Company, Inc. of not less than "A-" or its equivalent from another recognized rating agency.

B. Policies Non-Cancelable. The Developer agrees that all policies of insurance referred to herein shall not be canceled or allowed to lapse nor shall any material change be made in any such policy which changes, restricts or reduces the insurance provided, nor shall there be a change in the name of the insured, without the Developer first giving advance notice in writing to the City.

C. Keep in Good Standing. The Developer shall observe and comply with the requirements of all policies of public liability, fire and other policies of insurance at any time in force with respect to the Project and the Developer shall so perform and satisfy the requirements of the companies writing such policies.

D. Indemnity. Upon the Effective Date, the Developer shall defend, indemnify and hold harmless the City and its Authorized Representatives (collectively, the "Indemnified Parties") against any claims, actions, demands, fines, penalties, costs, expenses, damages, losses, obligations, judgments, liabilities, and suits, including reasonable attorneys' fees and associated court costs ("Liabilities") that arise from or relate in any way to: (a) the validity of this Agreement and all of this Agreement's individual provisions; (b) the gross negligence or willful misconduct of the Developer, or any of the Developer's authorized representatives in the performance of any activity, undertaking or obligation arising out of this Agreement; and (c) any breach of or default under this Agreement by the Developer; provided, however, that the Developer shall not be liable for any defense or losses to the extent caused by the gross negligence or willful misconduct of any one or more of the City or its Authorized Representatives. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the City which would exist at common law or under other provisions of this Agreement, and the extent of the obligation of indemnification shall not be limited by any provision of insurance undertaken in accordance with this Agreement. This indemnification shall survive the termination or expiration of this Agreement for a period equal to the applicable statute of limitations period. If any action or proceeding is brought against the City arising out of any occurrence described in this section,

upon notice from the City the Developer shall, at its expense, defend such action or proceeding using legal counsel approved by the City, provided that no such action or proceeding shall be settled without the approval of the City.

E. In the event of a casualty to the Project, the Developer shall make commercially reasonable efforts to remain open and operating.

XII. ESTOPPELS

The City (acting through the Mayor) shall, with reasonable promptness, but in no event later than thirty (30) days after receipt of a written request therefor by the Developer, any mortgagee, lessee or purchaser of all or a portion of the Project, which request has been made in connection with the closing, sale, lease or financing of the Project or any portion thereof, provide a certificate in writing in the form attached hereto as Exhibit I stating that, to the City's actual knowledge, this Agreement is in full force and effect and unmodified, or stating in what respects the Agreement is no longer in force and effect or has been modified, and whether or not the City has actual knowledge of any default under this Agreement by the Developer and, if so, in what respects.

XIII. REOPENERS

The Parties acknowledge and agree that in addition to the "triggering events" for reopening an agreement set forth in 205 CMR 127.02, the Parties have voluntarily agreed to reopen and negotiate an amendment to this Agreement, as permitted under 205 CMR 127.06, for the following reasons:

A. If the Developer acquires an ownership interest or leasehold interest to any property located in the City for the purposes of expanding or developing a category 1 gaming establishment, as those terms are used and defined in Chapter 23K and by the Commission, then the Developer shall immediately notify the City and the Parties shall negotiate in good faith a host community agreement, as that term is used and defined in Chapter 23K. Such expansion shall not occur prior to the execution of a host community agreement, as contemplated by Section III.A, and the receipt of a favorable certified and binding vote on a ballot question in the City, as contemplated by M.G.L. c. 23K, § 15(13). This Agreement shall terminate and shall no longer be of any force and effect upon the execution of a host community agreement and the receipt of a favorable certified and binding vote on a ballot question in the City as contemplated by Section III.A.

B. The Parties acknowledge that the infrastructure improvements described in Section III.F and Exhibit E require the approval of various state and municipal agencies other than the City. If the City reasonably determines that any modification to an infrastructure improvement or the refusal to authorize all or a portion of an infrastructure improvement by a state or municipal agency would materially and adversely affect the City, then the City shall promptly notify the Developer of such determination and the Parties shall negotiate in good faith an amendment to this Agreement to mitigate such adverse impacts.

C. To correct non-material terms or typographical errors.

D. If the City voluntarily executes a Surrounding Community Agreement with another applicant for a Category 1 License (the "Additional Surrounding Community Agreement"), the Parties agree to promptly reopen this Agreement and negotiate in good faith an amendment to this Agreement to provide comparable provisions under the following circumstances:

1. The Additional Surrounding Community Agreement provides for transportation improvements that: (i) are not privately funded by the applicant or (ii) modifies or alters any public way in the City in a manner that is unacceptable to the City; or (iii) fails to provide for improvements the City reasonably determines are related to the project and are necessary to satisfy the City's obligations to maintain such ways for the common convenience and necessity;

2. The Additional Surrounding Community Agreement provides up-front payments or similar payment structure in an amount less than the Community Capital Projects Fee as provided for in Section IV.B of this Agreement; and

3. The Additional Surrounding Community Agreement provides for a Community Impact Fee or similar payment structure in an amount less than the Community Impact Fee provided for in Section IV.C and Exhibit H of this Agreement.

XIV. MISCELLANEOUS

A. Notices. Any notice hereunder shall be in writing and shall be deemed duly given if mailed by certified or registered mail, postage and registration charges prepaid, by overnight delivery service with receipt, or by hand delivery during normal business hours, to the Parties at the addresses set forth below (or such other addresses as a party may hereafter designate for itself by notice to the other party as required hereby):

If to the City: Mayor Martin J. Walsh
City of Boston
1 City Hall Square, Suite 500
Boston, MA 02201-2013

With copies to: City of Boston
Office of Gaming Accountability
1 City Hall Square
Boston, MA 02201-2013

If to the Developer: Mohegan Sun Massachusetts, LLC
One Mohegan Sun Boulevard
Uncasville, CT 06382
Attention: Mitchell Etes, Manager

with copies to: Mohegan Gaming Advisors
One Mohegan Sun Boulevard
Uncasville, CT 06382
Attention: David Rome, Vice President and General Counsel

Any such notice shall be effective three (3) days after mailing if sent by certified or registered mail, one (1) day after mailing if sent by overnight delivery service, or on the day of delivery if sent by hand delivery or by email.

B. Conflict of Interests; Representatives and Agents Not Individually Liable. No member, official, employee, agent, or other authorized representative of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, employee, agent, or representative participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. No member, official, employee, agent, or other authorized representative of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or its successor or on any obligations under the terms of this Agreement. No stockholder, member, indirect or direct owner, director, manager, officer, employee, agent, or other authorized representative of the Developer shall be personally liable to the City, or any successor in interest, in the event of any default or breach by the Developer or for any amount which may become due to the City or its successor or on any obligations under the terms of this Agreement.

C. No Liability for Approvals and Inspections. No approval to be made by the City under this Agreement or any inspection of the Work by the City shall render the City liable for failure to discover any defects or non-conformance with this Agreement, or a violation of or noncompliance with any federal, Commonwealth or local statute, regulation, ordinance or code.

D. Time of the Essence. All times, wherever specified herein for the performance by the Developer of its obligations hereunder, are of the essence of this Agreement.

E. Disclosure and Revenue Enforcement Statements. The Developer agrees to comply with the provisions of M.G.L. c. 7C, § 38 relative to the filing of disclosure statements, signed under the pains and penalties of perjury, by persons who have or will have a Direct or Indirect Interest in the Casino Property, and the Developer shall furnish to the City, prior to the City or the BRA taking any action with respect to any Approvals, evidence of the filing of a signed statement in the form attached hereto as Exhibit J with the Commissioner of the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance. The information required in this disclosure shall include all interests, options, and all other agreements related to rights in the land (including both recorded and non-recorded documentation). The Developer shall supplement its filing with DCAM, and provide evidence thereof to the City, in the event a Direct or Indirect Interest in the Casino Property is acquired by a person who is required by the Commission to be qualified for licensure.

Pursuant to M.G.L. c. 62C, § 49A, the Developer shall furnish to the City, simultaneously with the execution and delivery of this Agreement, a signed statement in the form attached hereto as Exhibit K as required by applicable law.

F. Actions by the Parties; Good Faith Cooperation. When the approval of either party is required to be obtained pursuant to this Agreement, such party shall be obligated to act reasonably and in good faith, and any such approval may not be unreasonably withheld, conditioned or delayed, except as specifically provided otherwise in this Agreement. In this Agreement, when City review and/or approval is required, it will be deemed to mean the applicable City department as directed by the Mayor, unless otherwise specifically set forth herein.

G. No Partnership. No relationship between the City and the Developer of partnership or joint venture is intended to be created hereby, and any such relationship is hereby disclaimed.

H. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

I. Jurisdiction; Venue.

1. For purposes of any suit, action or proceeding involving a dispute arising under or related to this Agreement, the Parties hereby expressly submit to the jurisdiction of the United States District Court for the District of Massachusetts or the Superior Court Department of Suffolk County and the Parties agree that such courts shall have exclusive jurisdiction over any suit, action or proceeding commenced by either or both of said Parties. In furtherance of such agreement, the Parties agree upon the request of the other to discontinue (or agree to the discontinuance of) any suit, action or proceeding pending in any other jurisdiction.

2. Each party hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding involving a dispute arising out of or relating to this Agreement brought in any federal or state court sitting in Suffolk County in the Commonwealth of Massachusetts and hereby further irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

J. Dispute Resolution.

1. Unless an alternative means of dispute resolution is mutually elected by both of the Parties as provided herein, the Parties reserve the right, either in law or equity, by suit, and complaint in the nature of specific performance, or other proceeding, to enforce or compel performance of any or all provisions of this Agreement.

2. The Parties may seek to resolve a Dispute regarding this Agreement pursuant to Sections XIV.J.2. through XIV.J.6. of this Agreement if (i) a Party gives a written dispute notice to the other Party referencing Sections XIV.J.2. through XIV.J.6. and setting forth the grounds for the Dispute (a "Dispute Notice") and (ii) the Party

receiving the Dispute Notice gives written notice to the other Party consenting to resolve the dispute pursuant to Sections XIV.J.2. through XIV.J.6.

3. Within ten (10) days of the date of the Dispute Notice, the Parties shall meet to negotiate in good faith to resolve the Dispute described in the Dispute Notice.

4. In the event that a Dispute is unresolved within sixty (60) days of the date of a Dispute Notice, such Dispute shall be submitted for arbitration by a single arbitrator (the "Arbitrator") qualified the American Arbitration Association (the "AAA"). The Dispute shall be arbitrated in Boston, Massachusetts, before an Arbitrator selected pursuant to the AAA's arbitration selection process. Upon such Dispute being submitted to the AAA for resolution, the AAA and the Arbitrator shall assume exclusive jurisdiction over the Dispute. The proceedings before the Arbitrator shall be governed by the rules and regulations of the AAA, and the award and determination of the Arbitrator shall be binding and conclusive upon the Parties, and the Parties herewith agree to abide by the Arbitrator's determination.

5. The Arbitrator in arriving at his decision shall consider the pertinent facts and circumstances as presented in evidence and be governed by the terms and provisions of this Agreement and applicable law. To the extent any provisions of this Agreement are inconsistent with the AAA Rules, this Agreement shall control.

6. The Arbitrator shall not have authority to make an award of equitable relief.

K. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid, inoperative, or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid, inoperative or unenforceable, shall not be affected thereby; it shall not be deemed that any such invalid, inoperative or unenforceable provision affects the consideration for this Agreement; and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

L. Entire Agreement. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the Mayor and the Developer.

M. Exhibits; Counting of Days; Rules of Construction. The obligations of the Parties as set forth in this Agreement are subject to compliance with the terms and conditions of the Exhibits attached hereto which are incorporated herein and shall be considered a part of this Agreement. The titles or headings to the various sections of this Agreement are for convenience of reference only, do not define or limit the contents thereof, and should be ignored in any construction thereof. When used herein, the words "he" or "she" shall have the same meaning. Unless specifically noted to the contrary, the term "day" as used in this Agreement shall mean calendar day.

Each party has cooperated in the drafting and preparation of this Agreement. Accordingly, in any action to construe this Agreement, a party's participation in such drafting shall not cause any language to be construed against it.

N. Counterparts. This Agreement may be executed in multiple counterpart originals, each of which shall constitute one and the same instrument.

O. Successors and Assigns. The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Developer and the public body or bodies succeeding to the interests of the City, and to any subsequent grantees of any portion of the Casino Property.

P. Non-Discrimination. The Developer shall comply with all federal, state and municipal laws, rules, regulations and policies promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law.


Q. Recording. The Parties shall cooperate in recording and filing a copy of a Notice of Agreement with the Suffolk County Registry of Deeds and Suffolk County Registry District of the Land Court in the form attached hereto as Exhibit L promptly following the award of the Category 1 License to Developer. Upon the termination of this Agreement pursuant to Section VII.C., the Parties shall cooperate in recording and filing a customary form of a Notice of Termination Notice of Agreement with the Suffolk County Registry of Deeds and Suffolk County Registry District of the Land Court. The costs of recording the Notice of Agreement and Notice of Termination of Notice of Agreement shall be paid by the Developer.

R. Non-Survival Upon Termination Under Certain Provisions. If this Agreement is terminated pursuant to Section VII.C.1, Section VII.C.2 or Section VII.C.3 of this Agreement, then both Parties are relieved from all obligations under this Agreement, excepting the Developer's obligations regarding payment of Development Process Cost Fees and Development Dispute Cost Fees set forth in Section IV.H. of this Agreement. This provision of this Section supersedes any other provisions of this Agreement contrary thereto.

[SIGNATURES ON FOLLOWING PAGE]


EXECUTED as a sealed instrument the day and year first above written.

APPROVED AS TO FORM:




Eugene L. O'Flaherty
Corporation Counsel
City of Boston

CITY OF BOSTON:

By: 

Martin J. Walsh, Mayor
Hereunto duly authorized

MOHEGAN SUN MASSACHUSETTS, LLC

By: 

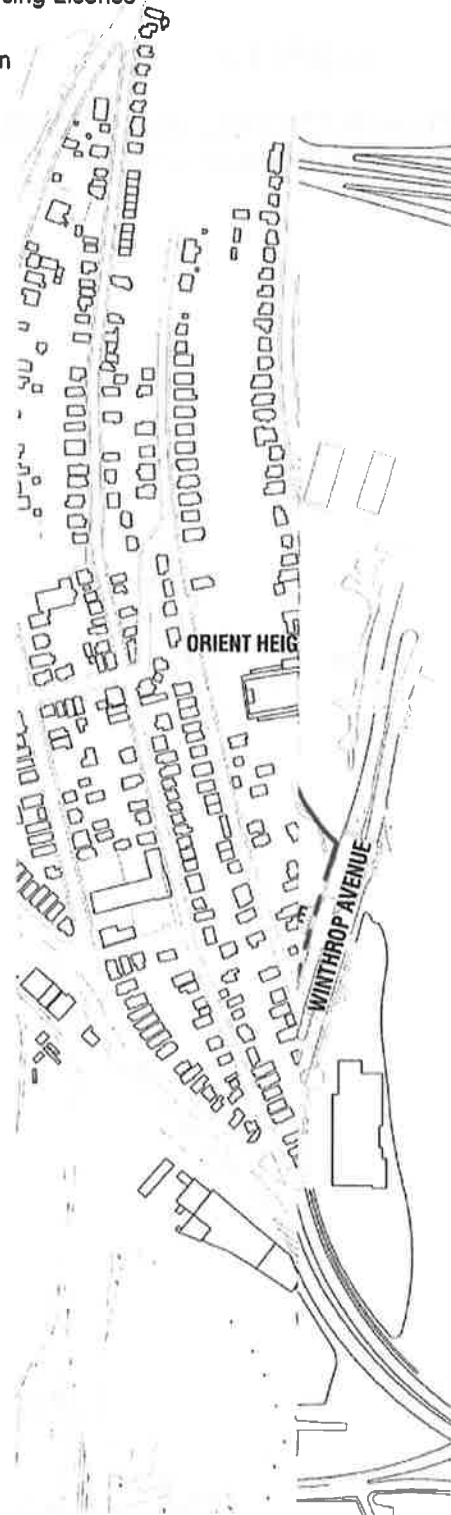
Name: Mitchell Etess
Title: Manager
Hereunto duly authorized

EXHIBIT A

**Site Plan of 161 Acre Property Showing Approximate Division Line
Between East Boston and Revere**

Sterling Suffolk Racecourse, LLC
Application for 2014 Racing License

Exhibit 14(a) -- Plot Plan



LEGEND

	PROJECT SITE LINE
	EXISTING BUILDINGS

ELKUS | MANFREDI
ARCHITECTS



200
Foot

Existing Condition Plan

FIGURE 1-5

EXHIBIT B

Plan Showing Casino Property – 40 Acres

EXHIBIT C

Resort Destination Casino Site Plan

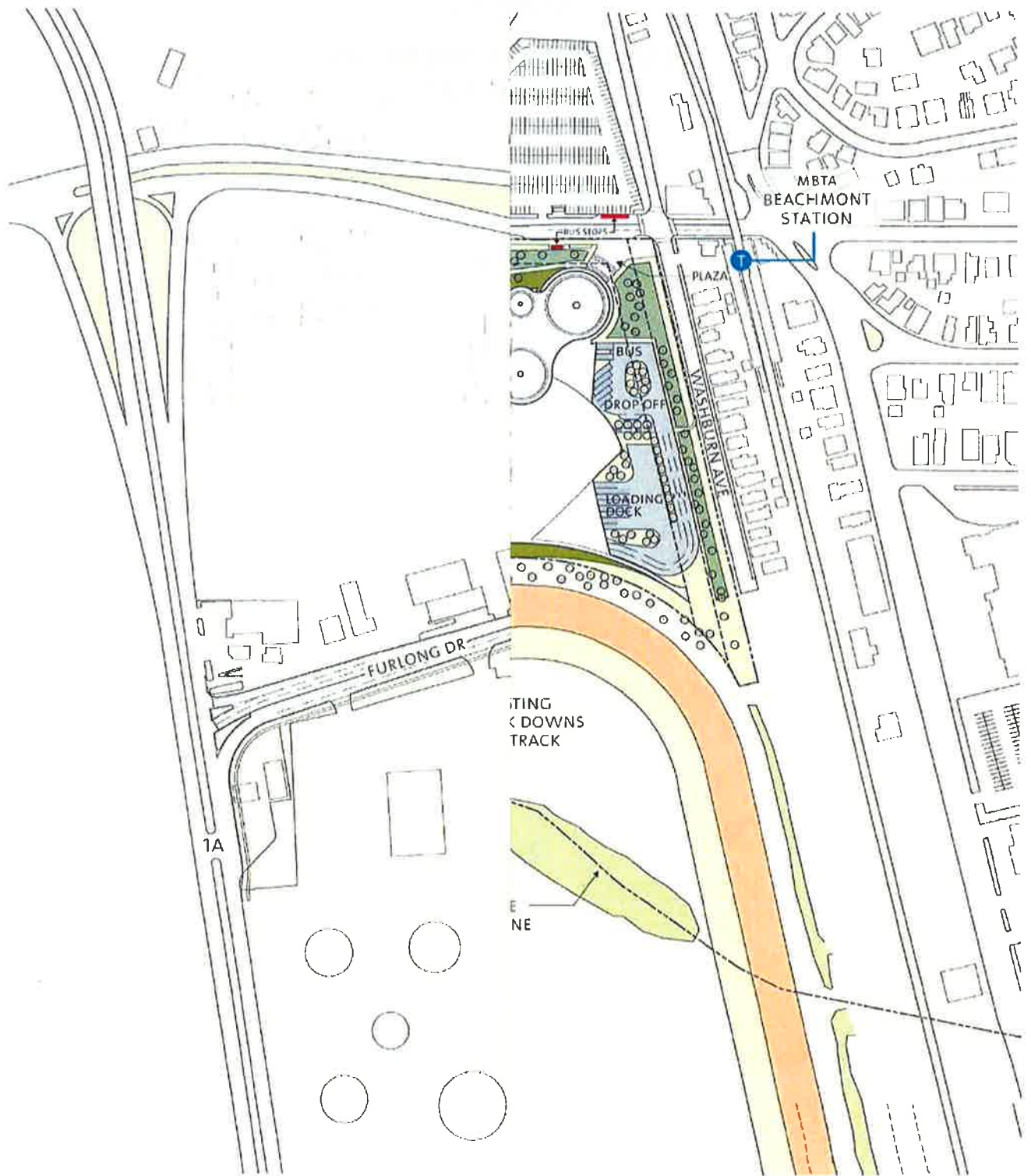


EXHIBIT D

Intentionally Omitted

EXHIBIT E

Transportation Improvements

I. General Provisions

Terms used in this Exhibit E and not otherwise defined shall have the meaning ascribed to them in the main body of this Agreement. For purposes of this Exhibit E, "Post Opening" shall mean a date that is not later than one (1) year from the Opening and the "Revere HCA" shall mean the Host Community Agreement entered into between Revere and the Developer.

The improvements itemized in this Exhibit E are proposed to address specific issues that have been raised by the community, the City, the City of Revere, state transportation officials, or by the Developer as either responding to current needs in the community or mitigating particular impacts expected on account of the Project. At this preliminary stage in the development of the Project, they are conceptual and remain subject to review by the various governmental authorities with jurisdiction over the improvement. Notwithstanding the preliminary nature of these improvements, the Parties have used their best judgment in articulating the specific improvements that are proposed at each location. The City and the Developer acknowledge that changes to the concepts are inevitable as design advances into the construction phase.

II. Off-Site Transportation Improvements

The Developer represents that it anticipates spending in excess of Forty Five Million Dollars (\$45,000,000) on transportation improvements related to the Project as set forth in the Revere HCA, including, without limitation, the following improvements.

Item	Location or Type	Action(s) ¹	Completion Date	Est. Cost
TRAFFIC CONGESTION AND SAFETY-BOSTON				
1	Route 1A Boardman to Furlong	Construct Route 1A improvements; add lanes and signals at various locations	Pre-Opening	\$25,000,000
2	Bennington Street/Saratoga Street	Modify channelization, phasing and timing	Pre-Opening	\$500,000
3	Boardman Street/Saratoga Street	Reconfigure roundabout approaches	Pre-Opening	\$500,000
4	Neptune Rd/Chelsea St to NB Ramp	Signal coordination, turn restrictions, islands	Pre-Opening	\$2,500,000
5	Curtis Avenue/Route 1A	Channelization, signage	Pre-Opening	\$1,100,000

¹ As necessary, these actions are more fully described in the narrative that follows this chart.

TRAFFIC CONGESTION AND SAFETY-REVERE*				
6	Route 1/Route 16	Ramp connection improvements	Pre-Opening	\$2,100,000
7	Mahoney (Bell) Circle	Channelization, pedestrian access, timing, signs	Pre-Opening	\$400,000
8	Route 1A Planning	Perform feasibility study from Neptune Road to Revere/Lynn City line	As per Revere HCA	\$350,000
ALTERNATIVE MODES				
9	Blue Line Access	Upgrade sidewalks to Beachmont along Winthrop Street and other improvements to Beachmont Streetscape	Pre-Opening	\$500,000
10	Bicycle Access	Provide bike improvements on Bennington Street	Pre-Opening	\$140,000
11	Bicycle Access	Provide bike share parking	When program expands to Revere	TBD
TRANSPORTATION DEMAND MANAGEMENT				
12	Employee Oriented Strategies	Transportation Demand Management Program	Pre-Opening	
13	Scheduling Strategies	Coordinate with City re: Special Events	As Required	
14	Water Access	Water Transportation Subsidy		

* To the extent that any of the items above are not completed prior to the Opening, the Developer will work with the City to design and implement interim solutions to mitigate the adverse traffic impacts in the City between the Opening and the date of completion of such improvements per the Revere HCA.

Narrative Description of Off-Site Transportation Improvements

Item 1 - Route 1A Infrastructure Improvements

Four intersections are treated as one in the proposed Project construction program. The proposed improvements include construction of improvements to Route 1A consistent with the options set forth in the Draft Environmental Impact Report (DEIR) filed for the Project with the MEPA Office, which remain subject to MassDOT review and approval. Included as one of the options to be studied further is a northbound Route 1A overpass bridging the Boardman Street intersection, meeting grade to the south of Waldemar Avenue. An additional option is an at-grade alternative. Both options offer widening and other improvements to the current traffic conditions on Route 1A, at Boardman Street, and at points north of Boardman Street.

Modifications to the alternatives to accommodate the Project include improvements to assist traffic conditions entering the Project site at Tomasello and Furlong Drives.

All of the associated widening required for this work will be completed on the easterly side of the Route 1A corridor. Boardman Street westbound will be widened to allow for three lanes to approach Route 1A, consistent with the proposal advanced as part of the proposed hotel development at the intersection of Route 1A and Boardman Street. This alternative selected is subject to the approval of MassDOT; and as it relates to the modification of City public ways, the City of Boston Transportation Department (BTD) and Public Improvement Commission (PIC).

Item 2 - Bennington Street/Saratoga Street

The base design used for improvements at this location is to improve pedestrian conditions and to upgrade signal operations. At the intersection, the installation of a traffic island in the southwest quadrant and redirection of crosswalks for both the Bennington and Saratoga crossings is proposed, providing a compliant curb ramp for the Bennington Street cross in the southeast quadrant, lane use changes on the northbound Bennington Street approach (one right only and one through left), and median removal and median removal/relocation on the northerly leg of Bennington Street to allow a three lane SB approach (two through and one left), with one through lane NB. Signal phasing modifications are also proposed with minor support relocations. As part of this intersection work, improvements will be made to the Saratoga Street pedestrian crossing in the Barnes Avenue/Bayswater Street triangle area to provide a pedestrian warning beacon system and compliant crossing ramps. The base design concept assumes the City of Boston has all of the right of way necessary to make these improvements. This work is subject to the approval of BTD and PIC.

Item 3 - Boardman Street/Saratoga Street

The basic concept of a traffic circle has been maintained within this intersection with the 11 year old geometry upgraded to a more standard roundabout design. The circle diameter would be increased and splitter islands added where roadway widths permit. The curb line along the easterly side of Saratoga Street would be modified to significantly reduce the pavement area and the reclaimed roadway would be used for parking adjacent to the Saratoga Street residences. Pedestrian crossings would be relocated and generally pass through the splitter islands where available. The base design cost assumes that the City of Boston has all of the right of way necessary to make these improvements. This work is subject to the approval of BTD and PIC.

Item 4 - Neptune Rd/Chelsea St to NB Route 1A Ramp off-ramp

This corridor has been split in two areas for the proposed improvement plan.

The westerly section extends from Chelsea Street to Bremen Street, and the easterly section extends from Bremen Street to Frankfort Street. Within the westerly section, the plan creates a one-way couplet with Saratoga Street providing a one-way SB corridor from Bremen Street to Neptune Road and Bremen Street one way NB from Neptune Road to Saratoga Street. The curb line on the southeast corner of Chelsea Street and Saratoga Street would be modified (pavement area reduced) and a median would be added on Neptune Road from Chelsea Street to Bremen Street where two lanes would be provided – one left turn and one lane continuing to

Bennington Street. Based on traffic count evaluation, provide stop control on Neptune Road only or multi-way stop control on all approaches. Given geometric concerns and heavy truck activity, traffic signal control is not a viable option. The base design concept assumes that the City of Boston has all of the right of way necessary to make these improvements. Approvals are required from BTS and PIC. A neighborhood review process is also anticipated.

Within the easterly section the plan developed looks to increase capacity at the intersection by splitting the function of the overall intersection with the elimination of the westbound Neptune movement between the Route 1A NB ramps and Bennington Street. All traffic from the ramp (except the U-turn to Route 1A SB) and from Frankfort Street would be directed to Vienna Road and then allowed to access Bennington Street northbound and southbound via a new traffic signal and median break. Removal of the westbound movement from the Bennington Street intersection will allow increased time for the Bennington Street southbound phase, accommodating both the existing demand and the redirected movement from the closed link. The base design concept assumes that the City of Boston has all of the right of way necessary to make these improvements. Approvals are required from BTS, PIC, MassDOT and MassPort. A neighborhood review process is also anticipated.

Item 5 - Route 1A SB at Curtis Street

A proposal to realign Route 1A SB has been developed in response to the request for improvements to this intersection. The realignment is intended to create an "exit" from Route 1A SB to the Curtis Street area rather than the wide pavement area that currently exists. The relocation would be into a grass and tree area within the Route 1A median and provide for two continuous lanes for the southbound through movement. An island would be created within the current paved area of the exiting movement and through movement. Movement from the newly created ramp would intersect with the Curtis Street movement under single or multi-way stop control (to be evaluated) and the movement from the Curtis Street corridor onto Route 1A southbound would be in a free-flow condition to the third lane available south of the interchange area. The base design concept assumes that all work will be completed within the State Highway layout and that no right of way acquisition is necessary to make these improvements. This work is subject to the approval of MassDOT, BTS and PIC.

Item 6 - Route 1/Route 16:

The Developer represents and warrants that the Revere HCA provides that the Developer will fund and cause the permitting, design and construction of, in coordination with state and municipal agencies, and in consultation with the City of Revere, intermediate geometric improvements and new signalizations at this interchange.

These improvements are intended to provide missing movements to an important regional highway access point. Under existing conditions, access from Route 1 SB to Route 16 EB and from Route 16 WB to Route 1 NB are not provided, and there is redundant ramp access from Route 16 WB to Route 1 SB provided less than 1,500 feet from the existing interchange, or approximately 600 feet west of Webster Avenue. The proposed build condition would include closure of the Route 16 WB access to Route 1 SB within the existing interchange and a diversion of that movement farther to the west beyond Webster Avenue. The current on/off ramp configuration to and from Route 1 SB would become a four lane off ramp to Route 16 East and

west with a median break on Route 16 and installation of a traffic signal. This ramp will provide the opportunity to significantly reduce left lane and left/U-turn congestion at the Route 16/Webster Street intersection. The on-ramp to Route 1 NB from Route 16 WB would be developed with a second Route 16 median break on the easterly side of Route 1 together with construction of a left turn lane. The left turn movement to Route 1 NB would be signal controlled and would tie into the existing EB to NB loop ramp through an open in-field area. Both signals would operate in two phases (Route 16 east and west and the Route 1 SB off at the off-ramp location and the eastbound through and westbound left to Route 1 NB at the second site). Note that there would be no stopping of the westbound through movement at the proposed signal to the northbound on-ramp movement. The interchange work would also include an update the Route 16, Webster Avenue, Garfield Avenue intersection, and pavement area reduction where acceleration lanes are no longer required. The improvements are subject to the approval of DCR, MassDOT, and cities of Revere and Chelsea.

Item 7 -- Mahoney (Bell) Circle

The Developer represents and warrants that the Revere HCA requires the following work to be completed at this location, as follows:

- Design and implementation of a comprehensive upgrade of the signs and pavement markings approaching and within Mahoney Circle, consistent with the Manual on Uniform Traffic Control Devices (“MUTCD”) standards, to improve motorist and pedestrian guidance and safety;
- Installation of ADA accessible ramps and associated sidewalk and median improvements within and around Mahoney Circle;
- Design and installation of channelization and signalization improvements within and around Mahoney Circle;
- Construction of upgrades to the traffic islands within Mahoney Circle, including new curbing and landscaping;
- Widening Route 1A northbound approach to provide for additional storage capacity for movements continuing on Route 1A northbound;
- Installation of an irrigation system within all landscaped traffic islands; and
- Installation of an emergency vehicle preemption system.

These improvements are subject to approval of MassDOT and the City of Revere.

Item 8 -- Route 1A Planning

This feasibility study will be in the nature of an analysis of the various options available to improve traffic flow along Route 1A from Neptune Road in East Boston to the Revere/Lynn municipal boundary. The plan is limited to a study of the merits of the design and does not include a full review of the environmental planning process nor final design plans.

Item 9 – Blue Line Access/upgrade sidewalks to Beachmont Station along Winthrop Avenue (Revere)

The Developer represents and warrants that the Revere HCA requires the Developer to upgrade the sidewalks along Winthrop Avenue in Revere. The improvements are subject to the approval of the City of Revere.

Item 10 – Bicycle Access – Provide bike improvements on Bennington Street

These improvements call for a “Constitution Beach to Revere Beach” bicycle connection. Bicycle lanes will be marked along the Bennington Street corridor from Saratoga Street in East Boston to Winthrop Parkway in Revere. The bicycle route will start at the northerly end of Constitution Beach Park, proceed northerly along Barnes Avenue (shared lanes) to Saratoga Street, and follow Saratoga Street easterly to Bennington Street also as a shared lane given width limitations on Saratoga Street over the MBTA Blue Line. From Saratoga, to the Boston/Revere City Line, a five foot minimum bicycle lane will be provided with one lane established for through movement northbound. Parking will generally be permitted along the curb line, except approaching the Bennington Street, Leyden Street Walley Street extended intersection area where two travel lanes will be designated, one for left turns and one for through movement. Within an area from 250 feet south of Leyden Street through Palermo Street, parking will be restricted. Parking restrictions, and/or painted median area or two-way left turn lane (TWLT lane) will be considered from Leverett Avenue to the Boston/Revere City Line. Southbound from the Revere/Boston City Line to the Suffolk Downs T Station parking will be restricted (matching northbound). Southerly from the T Station, one travel lane will be maintained with on street parking and the bicycle lane to an area between Ashley and Antrim Streets, where lane sharing will be provided to Saratoga Street. Initial plans in Revere would provide for a three lane corridor (one through/right lane in each direction with a two-way center left turn lane) with parking both sides at the curb and five foot minimum turn lanes from the City Line to Crescent Street. From Crescent Street to Winthrop Avenue, lanes would be shared in both directions. From Winthrop Avenue to Winthrop Parkway, one travel lane would be removed, maintaining one travel lane, parking and the bicycle lane.

Approvals will be required from the Cities of Boston and Revere, as well as MassDOT and DCR.

Item 11 – Bicycle Parking – provide on-site bike parking

The Developer shall fund and install Hubway bike-share stations at the site if and when the Hubway system is expanded to Revere

Item 12 – Transportation Demand Management Program

The Developer shall—in coordination with state and municipal agencies—fund and implement an ongoing, comprehensive transportation demand management program (the “TDM Program”) designed to reduce single occupancy vehicle trips by both employees and patrons of the Project.

Item 13 – Scheduling Strategies

The Developer shall work with the City to coordinate special events to avoid traffic congestion to the maximum extent possible.

Item 14 – Water Access

The Developer supports the vision to enhance water transportation options to East Boston by instituting regular water shuttle service between the South Boston and East Boston waterfronts, and agrees that funding in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per year to assist the City in establishing this service will be made out of the Community Impact Trust.

EXHIBIT F

The Developer's Quality Job Creation and Employment Commitments

The Developer shall impose a local hiring program for both construction and permanent jobs at the Project that will include the following components:

Construction Jobs:

- Host and maintain a central job bank website (in English and Spanish) as a micro-site within the larger Project website.
- The Developer shall demonstrate to the Gaming Accountability Office its efforts to provide construction employment opportunities to City residents and in particular East Boston residents.
- The Developer will utilize best efforts to use the existing labor force in the Commonwealth, and in particular the existing labor force in the City, when hiring for new construction jobs, as required by Section 15 of the Act.
- In furtherance of specific goals for the utilization of minorities, women and veterans on construction jobs, the Developer shall send to each labor union or representative of workers with which the Developer has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Developer's commitments, as required by Section 15 of the Act.
- The Developer shall ensure that its general contractor or construction manager for the Project and those engaged by said general contractor or construction manager, on a craft-by-craft basis, shall use best efforts to meet the following goals:
 - provide a hiring preference for construction jobs for residents of East Boston;
 - at least twenty five percent (25%) of the total employee worker hours in each trade shall be by minorities; and
 - at least ten percent (10%) of the total employee worker hours in each trade shall be by women.

Permanent Jobs:

- Establish, fund and maintain human resource hiring and training practices that promote the development of a skilled and diverse workforce and access to promotion opportunities through a workforce training program that: (i) establishes transparent career paths with measurable criteria within the gaming establishment that lead to increased responsibility and higher pay grades that are designed to allow employees to pursue career advancement and promotion; (ii) provides employee access to additional resources, such as tuition reimbursement or stipend policies, to enable employees to acquire the education or job training needed to advance career paths based on increased

responsibility and pay grades; and (iii) establishes a program or partnership to provide off-site child day-care, all as required by Section 18(9) of the Act.

- Host and maintain a central job bank website (in English and Spanish) as a micro-site within the larger Project website.
- Work with area not-for-profits and social service agencies to identify unemployed and underemployed individuals.
- The Developer will provide City residents with advance notice of hiring activities by publishing announcements in local newspapers approximately four (4) to eight (8) consecutive weeks prior to initial hirings.
- Residents of Boston (together with residents of host and surrounding communities (as defined in the Act) will be given first priority to apply for jobs during a specified “advance period,” such advance period to be established jointly by the Developer and the Gaming Accountability Office.
- Written flyers in English and Spanish will be distributed to local community-based organizations in East Boston to inform people about local advance period hiring and the Developer shall use best efforts to otherwise notify residents in the low income neighborhoods in East Boston proximate to the Project of potential job opportunities.
- The Developer maintain a minimum of two (2) computers near the site to ensure that residents without computers can research and apply online for jobs at the Project.
- During the Term of this Agreement, the Developer will hold job fairs near the Property to make City residents aware of job opportunities available at the Project.
- The Developer will utilize best efforts to use the existing labor force in the Commonwealth, and in particular the existing labor force in the City, when hiring for new jobs, as required by Chapter 23K.
- The Developer will make best efforts to ensure that fifty percent (50%) permanent employees at the Project are City residents, as more particularly set forth in the Agreement.
- In furtherance of specific goals for the utilization of minorities, women and veterans permanent jobs, the Developer shall send to each labor union or representative of workers with which the Developer has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers’ representative of the Developer’s commitments.
- During the Term of this Agreement, the Developer shall use best efforts to work with the City’s Public Schools Department to establish school to work programs for hospitality jobs at the City’s vocational or public high schools.

- During the Term of this Agreement, the Developer shall support the efforts of and actively engage with the Commission and community colleges to develop the Massachusetts Community College Workforce Training Institute and Massachusetts Casino Careers Training Institute at community colleges in the Commonwealth.
- Consistent with the corporate policy of the Developer to provide equal opportunity for all applicants and employees, the Developer will not discriminate on the basis of race, color, religion, sex, national origin, age, disability, sexual orientation, gender identity or expression, or veteran status. This policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfers and social and recreational programs.

The Developer shall implement a training and development program for permanent jobs at the Project that will include the following components:

- Provide opportunities for team members to pursue personal and professional growth, to enjoy satisfying careers, to participate in training and development programs and to celebrate success including rewards and recognition for superior performance against measurable goals.
- Provide new employees with learning programs, as well as specialized training courses customized to meet employee learning needs.
- If a position requires serving alcoholic beverages, authorizing complimentary alcoholic beverages, or managing a food and beverage operation, that employee must obtain an alcohol awareness certification card. All table games employees, valet attendants, limo drivers and security team members must also possess this certification.
- Provide an educational assistance program that reimburses employees ninety percent (90%) of tuition costs up to a maximum of Three Thousand Dollars (\$3,000) per year for pre-approved undergraduate classes or up to a maximum of Four Thousand Dollars (\$4,000) per year for pre-approved graduate study at an accredited college or university.
- Provide regulatory and compliance training.
- Implement a code of commitment to employees.

EXHIBIT G

Intentionally Omitted

EXHIBIT H

Community Impact Fee Calculation

Commencing on the Opening, the Developer shall pay a “Community Impact Fee”, which shall be determined and payable as set forth in this Exhibit H.

A. Subject to Section B below, the Community Impact Fee shall consist of a “GGR Community Impact Fee” in an amount equal to the total Gross Gaming Revenue for such Impact Fee Year multiplied by the corresponding percentage set forth in Table H-1 – (GGR Percentage Table) below:

**Table H-1
GGR Percentage Table**

Gross Gaming Revenue	Percentage
\$850,000,001 - \$875,000,000	2.086%
\$875,000,001 - \$900,000,000	2.111%
\$900,000,001 - \$925,000,000	2.135%
\$925,000,001 - \$950,000,000	2.158%
\$950,000,001 - \$975,000,000	2.179%
\$975,000,001 - \$999,999,999	2.200%
\$1,000,000,000 – [no upper limit]	2.250%

B. Notwithstanding the provisions of Section A above, if the total amount of the GGR Community Impact Fee (as calculated pursuant to Section A above) is less than Eighteen Million Dollars (\$18,000,000, the “Minimum Community Impact Fee”), then the Community Impact Fee for such year shall be equal to the Minimum Community Impact Fee, and no GGR Community Impact Fee shall be payable or due.

C. The procedures for the determination of the payment of the Community Impact Fee shall be as follows:

- i. First Impact Fee Year. Commencing on the first day of the month after the Opening and on the first day of each month during the first Impact Fee Year, the Developer shall make monthly Installment Payments of the Community Impact Fee to the City. Each Installment Payment shall be equal to one twelfth of the Minimum Community Impact Fee for the first Impact Fee Year only. The Developer shall pay, not later than thirty (30) days after the end of the first Impact Fee Year, the amount, if any, by which the GGR Community Impact Fee, as calculated in Table H-1 above, exceeds the Minimum Community Impact Fee during the first Impact Fee Year.
- ii. Second Community Impact Fee Year and Thereafter. Commencing on the first day of the month after the first Impact Fee Year and on the first day of

the month thereafter for the duration of this Agreement, the Developer shall make monthly Installment Payments to the City. Each Installment Payment shall be equal to one twelfth of the Community Impact Fee payment for the preceding Impact Fee Year. In the event that the Community Impact Fee is greater than the total amount of the Installment Payments for the applicable Impact Fee Year, the Developer shall pay the difference between the Community Impact Fee for the applicable Impact Fee Year and the total amount of the Installment Payments paid to the City not later than thirty (30) days after the end of the Impact Fee Year. In the event that the total amount of the Installment Payments for the applicable Impact Fee Year is greater than the Community Impact Fee, the Developer shall receive a credit towards the next twelve (12) Installment Payments in an amount equal to one twelfth of the amount of the difference.

EXHIBIT I

Form of Estoppel

ESTOPPEL CERTIFICATE

This Estoppel Certificate (this "Estoppel") dated as of the ____ day of _____, 20__, is executed by the City of Boston, Massachusetts, a municipal corporation, acting by and through its Mayor, with a principal place of business at 1 City Hall Square, Suite 500, Boston, Massachusetts 02201 (the "City") to and in favor of Mohegan Sun Massachusetts, LLC, a Delaware limited liability company with a principal place of business at One Mohegan Sun Boulevard, Uncasville, CT 06382 ("Mohegan")

WHEREAS, the City is a party to that certain Agreement dated as of June __, 2014 by and between the City and Mohegan (the "Agreement") in connection with the development, construction and operation of a destination resort casino complex. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Host Community Agreement.

WHEREAS, Mohegan has requested that the City deliver this Estoppel pursuant to the terms of the Host Community Agreement.

NOW, THEREFORE, the City hereby certifies to Mohegan, that as of the date hereof, to the City's actual knowledge:

1. The Agreement is in full force and effect and unmodified.
2. Except as set forth in Exhibit A attached hereto, there is no default under the Agreement by the Developer.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City has executed this Estoppel under seal as of the date first above written.

CITY OF BOSTON

By: _____

Name:

Title:

EXHIBIT A TO ESTOPPEL CERTIFICATE

- List defaults, if any, or state NONE.

EXHIBIT J

Form of Disclosure of Beneficial Interests

Disclosure Statement Concerning Beneficial Interests

1. Proposed Project:
2. Location:
3. Applicant
4. I hereby state, under the penalties of perjury, that the true names and addresses of all Persons who have a Beneficial Interest (including the amount of their Beneficial Interest accurate to within one-tenth of one percent if such interest exceeds one percent) in the Proposed Project are listed below in compliance with the provisions of Article 80, Section 80B-8, of the Boston Zoning Code.
5. NAME AND RESIDENCE OF EACH PERSON WITH SAID BENEFICIAL INTEREST:
attached as Exhibit A hereto.
6. The undersigned also acknowledges and states that except as stated below, none of the above-listed individuals is an official elected to public office in the Commonwealth of Massachusetts, nor is an employee of the Commonwealth's Department of Capital Asset Management and Maintenance.

[The balance of this page has been intentionally left blank]

SIGNED under the penalties of perjury

By: _____

Name:

Title: Authorized Signatory

As to the Beneficial Interests Affiliated

with _____

EXHIBIT A
Beneficial Interests

The following entities hold 100% of the beneficial interests in _____:

<u>Name</u>	<u>Address</u>	<u>Percentage Interest</u>

EXHIBIT B

EXHIBIT K

Revenue Enforcement Certification Pursuant to M.G.L. c. 62C, § 49A

Pursuant to M.G.L. c. 62C, § 49A, I hereby certify under the pains and penalties of perjury that I, and the entity on behalf of which I am signing, have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

MOHEGAN SUN MASSACHUSETTS, LLC

By: _____

Name:

Title:

Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK

On this ___ day of _____, 2014, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as _____ of Mohegan Sun Massachusetts, LLC.

Notary Public

My commission expires:

EXHIBIT L

Notice of Agreement

This Notice of Agreement (this "Notice") dated as of the ___ day of _____, 2014, is made by and between the City of Boston, Massachusetts, a municipal corporation (the "City"), acting by and through its Mayor, with a principal place of business at 1 City Hall Square, Suite 500, Boston, Massachusetts 02201 and Mohegan Sun Massachusetts, LLC, a Delaware limited liability company with its principal place of business at One Mohegan Sun Boulevard, Uncasville, Connecticut 06382 (the "Developer").

Notice is hereby given that the City and the Developer have entered into an Agreement dated _____, 2014 (the "Agreement") which sets forth mutual rights and obligations with respect to the development, construction and operation of a destination resort casino on a portion of the land owned by Sterling Suffolk Racecourse, LLC and leased to the Developer, all as more particularly described in Exhibit A attached hereto and incorporated herein.

A copy of the Agreement is available for inspection in the office of the City of Boston Office of Gaming Accountability.

EXECUTED as a sealed instrument the day and year first above written.

APPROVED AS TO FORM:

CITY OF BOSTON:

Eugene O'Flaherty
Corporation Counsel
City of Boston

By: _____
Martin J. Walsh, Mayor
Hereunto duly authorized

MOHEGAN SUN MASSACHUSETTS, LLC

By: _____
Name: Mitchell Etess
Title: Manager
Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK

On this ___ day of _____, 2014, before me, the undersigned notary public, personally appeared Martin J. Walsh, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Mayor of the City of Boston.

Notary Public
My commission expires:

STATE OF _____
COUNTY OF _____

On this ___ day of _____, 2014, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as _____ of Mohegan Sun Massachusetts, LLC.

Notary Public
My commission expires:

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