



APPLICATION FOR LICENSE TO HOLD OR CONDUCT A RACING MEETING

APPLICATION OF: **Brockton Racing LLC**
FOR LICENSE TO HOLD OR CONDUCT A RACING MEETING AT
Brockton Fairgrounds FOR CALENDAR YEAR 2014.

Pursuant to the provisions of Chapter 128A of the General Laws of the Commonwealth of Massachusetts, inserted by Chapter 374 of the Acts of 1934, as amended, the Applicant hereby makes application for license to hold or conduct a harness horse racing meeting at **Brockton**, County of **Plymouth**.

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

Attached hereto, is a certified check or bank draft payable to the Massachusetts Gaming Commission in the sum of **\$300.00** which is the greater of .0013 times the average daily handle for the racing meeting that occurred in 2012 or Three hundred dollars (\$300.00).

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

1. The name of the applicant: Brockton Racing LLC.
2. The post office address of the applicant: 2999 Street Road, Bensalem, PA 19020.
3. Address of principal office: 2999 Street Road, Bensalem, PA 19020.
4. Trade name, if any, under which business is or is to be conducted: TBD.
5. The location of the race track where it is proposed to hold or conduct such meeting, including street address, municipality and county.

Brockton Fairgrounds, Belmont Street, Brockton, Plymouth County, Massachusetts.

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

Brockton Racing seeks to conduct 40 harness racing meetings in August through October of 2014, at the Brockton Fairgrounds. Whether the racing meetings are conducted, and the final schedule of racing meetings, will depend on: (i) whether a Category 2 gaming license is issued to Raynham Park LLC and when its gaming facility opens, and (ii) whether and when the Plainridge Racetrack, in Plainville, MA, elects to permanently cease the conduct of its live harness racing business. If Category 2 gaming license is issued to Raynham Park LLC and the Plainridge Racetrack elects to permanently cease the conduct of its live harness racing business ("Third Party Decisions"), then Brockton Racing will seek to commence its harness horse racing meetings 30 days after the opening of the Raynham Park Category 2 gaming facility. If those Third Party Decisions do not occur in a timely fashion, Brockton Racing may be required to conduct a pro rata number of racing meetings within the remaining time until October 31, 2014.

The minimum purse per race will be equal to the allocation of the funds that are provided for purse accounts pursuant to chapter 23K over the number of races that are conducted.

7. The hours of each day between which it is intended to hold or conduct racing at such meeting in accordance with c. 128A §2 (5). Upon the Third Party Decisions occurring, Brockton Racing will submit its specific racing schedule to the Commission for its approval.
8. Name and Address of attorney, if any, of the applicant:

Alan C. Kohler, Esq.
Grace H. Lee, Esq.
Eckert Seamans Cherin & Mellott, LLC
Two International Place, 16th Floor
Boston, MA 02110
617.342.6809 (T)
617.342.6899 (F)
glee@eckertseamans.com

9. Applicant is (check one):
 An individual
 A limited partnership
 An unincorporated association
 A general partnership
 A trust
 A corporation
 An LLC
 Other (specify)

10. If applicant is an individual, give name, address, place and date of birth.

Name _____

Residence _____

Place of Birth _____ Date of Birth _____

Submit as Exhibit **10** three personal references including one of a bank.

11. If applicant is a corporation, LLC, partnership or other business entity:

- (a) Submit as Exhibit **11 (a)** the name, place, date of birth and legal residence of each shareholder, member, manager, partner and/or officer of applicant and the office held by each.
- (b) Submit as Exhibit **11 (b)** a statement showing (a) class of stock issued or to be issued (designate which), (b) par value, (c) vote per share, (d) number of shares authorized, (e) number of shares issued (f) number of shares subscribed, and (g) total number of shares and the percentage of shares owned by each shareholder.
- (c) If applicant is a foreign corporation, LLC or partnership, submit as Exhibit **11 (c)** a statement listing the state of formation, the entity's qualification to do business in Massachusetts and the name and address of the registered agent for service of process in Massachusetts.
- (d) If business entity is an LLC or other organized entity that does not issue stock, submit as Exhibit **11 (d)**, a schedule of ownership listing all members/managers and percentage of entity held.
- (e) If business entity is a partnership or other organized entity, submit as Exhibit **11 (e)** a schedule listing the partners or others holding an interest and the percentage of the entity held.
- (f) Is the beneficial owner of any stock or share of business entity a person other than the owner of record or subscriber? If the answer to this question is yes, submit as Exhibit **11 (f)** a statement showing (1) the name of the owner of record, or subscriber, (2) the name of the beneficial owner, (3) the conditions under which the owner or subscriber holds and votes or has subscribed for such stock or share of business entity (4) whether applicant has any other obligations or securities authorized or outstanding which bear voting rights whether absolutely or upon any contingency (5) the nature of such securities, (6) the face value or par value, (7) the number of units authorized, (8) the number of units issued and

outstanding, (9) the number of units, if any, proposed to be issued, (10) the conditions or contingency upon which such securities may be voted, and (11) facts showing whether or not such securities have been voted or entitled to be voted in in the period commencing five (5) years prior to this application.

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

12. (a) Has applicant had a race track or gaming license revoked by order of decree of any Federal or State Court or any State Racing or Gaming Commission?
 Yes No

If the answer to this question is yes, submit as Exhibit **12 (a)** a list of such licensees, the name of the court or commission that revoked the license, the date the license was revoked and the reason for the revocation.

- (b) Have voluntary proceedings in bankruptcy been instituted by, or have involuntary proceedings in bankruptcy ever been brought against applicant or any officer, director, member or manager of applicant?
 Yes No

If the answer to this question is yes, submit as Exhibit **12 (b)** a list describing the name of the person or entity filing for bankruptcy, the type of petition filed in bankruptcy, the date of the filing, the court in which filed and the date of final discharge, or if ongoing, indicate the expected date of final discharge.

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

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

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

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

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

- (b) Any application other than this pending before the Massachusetts Gaming Commission?

Yes No

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

- (c) Any application for a racing license or a gaming license which has been denied by the Massachusetts Gaming Commission, the predecessor Massachusetts State Racing Commission or any other State Commission or authority?

Yes (as to Raynham Member, Inc. only)
 No (as to The Carney Family Group LLC)

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

- (d) Any racing meeting or gaming establishment, the license for which has been revoked?

Yes No

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

- (e) Any harness horse, running horse, or dog racing meeting conducting pari-mutuel wagering in a State where pari-mutuel wagering, betting, pool making or gambling was not or is not legalized by State law?

Yes No

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

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

Fee Simple Ownership Lease Other Authority

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

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

Brockton Racing will maintain control over the entire operation in all respects.

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

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

Yes. The Brockton Fairgrounds were first approved in 1941, and horse racing was conducted at the Brockton Fairgrounds continually between 1941 and 1972, then again in 2001.

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

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

Yes

No

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

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

Brockton Racing has not entered into any agreements with the horsemen's associations at this time but will do so before commencing racing and will submit those agreements to the Commission.

18. If license is granted applicant will carry: Check
- | | | |
|----------------------------------|---|--|
| Workmen's Compensation Insurance | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Public Liability Insurance | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Jockey Insurance | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Drivers' Insurance | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

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

19. Submit as Exhibit **19** the following information:
- (a) Grandstand:
- (1) Seating capacity
 - Box Seats
 - Reserved Seats
 - General Admission
 - Total seating capacity
 - (2) Is Grandstand enclosed
 - (3) Is Grandstand heated
 - (4) Is any portion of Grandstand Air Conditioned
 - (5) Type of construction of Grandstand
 - (6) Ground area covered by the Grandstand
- (b) Club House
- (1) Seating Capacity
 - Box Seats
 - Reserved Seats
 - General Admission
 - Total seating capacity
 - (2) Is Club House enclosed
 - (3) Is Club House heated
 - (4) Is any portion of the Club House air conditioned
 - (5) Type of construction of Club House
 - (6) Ground area covered by the Club House
- (c) Bleachers
- (1) Seating Capacity
 - (2) Type of construction of Bleachers
 - (3) Ground area covered by the Bleachers
- (d) Parking Space:
- (1) Area
 - (2) Automobile capacity
 - (3) Is parking area lighted

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

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

Grandstand:	Selling:	Cashing:
Club House:	Selling:	Cashing:
Other Locations:	Selling:	Cashing:
- (f) Toilet facilities for patrons of each sex in Grandstand, Club House and/or other locations.
- (g) System of sewerage disposal. If not connected to main sewerage system give details of system used.
- (h) Number of outlets for fresh, pure drinking water for patrons in grandstand, clubhouse and/or other locations.

20. Submit as Exhibit **20** a detailed statement of security measures which will be employed for the protection of patrons, employees, occupational licensees and horses and the control of traffic within the premises and on roads leading to and from the said premises. This statement should include but not be confined to:

- (a) number of uniformed police officers to be on duty each day inside the track;
- (b) whether such police officers will be regular police officers or special officers;
- (c) number of uniformed police officers detailed to traffic within the premises and on roads leading to and from the premises before, during and after racing hours;
- (d) number of plain clothes officers or detectives assigned within the track proper;
- (e) system to be used for the detection and suppression of illegal gambling within the premises of the applicant;
- (f) system to be used in the detection and barring of pick-pockets, touts and other undesirable characters;
- (g) name of person who will be in charge of security within the track proper;
- (h) name of person who will have supervision of traffic control within the premises of the applicant and will act as liaison between the applicant and local police authorities in the control of traffic outside of the premises of the applicant;
- (i) name of police authority that has been consulted in setting up security measures within the track and the control of traffic within and outside of the premises of the applicant.
- (h) system used to protect money received by the track, including security systems protecting the cash room and measures taken to

ensure that all wagering equipment is working properly and free from tampering.

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

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

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

- (a) Pari-Mutuel Equipment
- (b) Starting Gate
- (c) Photo Finish Camera
- (d) Film Patrol
- (e) Timing Devices
- (f) Inter-communication system

- (g) Public Address System
- (h) Closed Circuit Television System
- (i) Horse Shoe Board
- (j) Scales

23. Submit as Exhibit **23**

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

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

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

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

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

- (f) Number of occupational licenses attributable to applicant in the last calendar year 2012;
 - (g) Amount of tax revenue and other revenues paid to the Commonwealth in the last calendar year including total Massachusetts income tax withheld from employees, Massachusetts sales taxes paid to the Commonwealth, Massachusetts corporate taxes actually paid or payable for the most recent fiscal year, and real estate taxes, as evidenced by appropriate source documents such as Forms W-2, M941, sales tax remittance forms, etc.;
 - (h) Total pari-mutuel revenue generated and paid to the Commonwealth in the last calendar year including state commissions, assessments, association license fees, occupational license fees, fines, penalties and miscellaneous revenues, other than unclaimed wagers, paid to the Massachusetts State Racing Commission and Massachusetts Gaming Commission.
27. Include as Exhibit **27** a master list of requested simulcast imports. A new form (“Licensee Request for Simulcast Import”) MUST be completed for EACH signal and submitted to the Commission no later than November 29 of each calendar year. Approval letters from the host racetrack’s regulatory authority and both representative horsemen’s groups must be on file with MGC by the close of business on the day prior to the first day of import.
28. Include as Exhibit **28** a master list of requested simulcast export outlets with this application. Such list should identify all secondary, satellite, and/or guest sites serviced by the primary outlet. In addition, a new form (“Licensee Request for Simulcast Export”) MUST be completed for each signal and submitted to the Commission, along with an approval letter from the applicant’s representative horsemen’s group, no later than 30 days before the first scheduled day of the live race meet.
29. Include as Exhibit **29** a request for authorization for a system of account wagering in accordance with 205 CMR 6.20: General Account Wagering. The request shall include information related to any planned, non-monetary, incentive programs and account security plans. If a service provider is used, include copies of any and all agreements between the service provider and the applicant regarding the services to be provided by the service provider to the applicant in respect to the applicant’s account wagering operations
30. General Conditions
- (1) Approval of a race meeting by the Commission does not establish the Commission as the insurer or guarantor of the safety or physical condition of the association's facilities or purse of any race.
 - (2) By submitting this application, applicant agrees to indemnify, save and hold harmless the Commission from any and all liability arising from unsafe conditions at the applicant’s premises and default in payment of purses.

- (3) Applicant shall provide the Commission with a certificate of liability insurance as required by the Commission.
- (4) Applicant shall maintain in an approved depository, those amounts deducted from the pari-mutuel handle for distribution for the purposes specified in the Ch. 128A, 128C, and Commission rules.
- (5) Applicant and its managing officers are jointly and severally responsible to ensure that the amounts retained from the pari-mutuel handle are distributed according to the Ch. 128A, 128C, and Commission rules and not otherwise.
- (6) Applicant and its managing officers shall ensure that all purse monies, disbursements and appropriate nomination race monies are available to make timely distribution in accordance with Ch. 128A, and Commission rules.

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

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

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

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

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

Applicant: Brockton Racing, LLC, by Raynham Manager, Inc.

By: Anthony D. Ricci
Anthony D. Ricci, President

By: Thomas C. Bonner
Thomas C. Bonner, Secretary

Date: 9.30.2013

WITNESS: _____

WITNESS _____

ATTEST: _ Secretary (Affix Corporate Seal)

AFFIDAVIT BY INDIVIDUAL APPLICANT

Commonwealth of Massachusetts, County of _____

_____, being duly sworn, upon his oath deposes and says that:
The answers, statements and declarations made in the foregoing application are true.

Subscribed and sworn to before me this ____ day of _____

Signature of Affiant

Signature of officer administering oath

Title of such officer

AFFIDAVIT BY CORPORATE APPLICANT

Commonwealth of Pennsylvania, County of Bucks

Anthony D. Ricci, being duly sworn, upon his oath deposes and says that:

1. He is the President of Raynham Manager, Inc., which is the manager of Brockton Racing, LLC, which is named as the applicant, and signed the foregoing application.
2. He was duly authorized by the Board of Directors of said corporation to sign said application in the name of Brockton Racing, LLC and in its behalf.
3. He has read and fully understands all of the questions pertaining to such applicant and that all of the foregoing answers, statements and declarations made thereto are true.

Subscribed and sworn to before me this 30 day of September, 2013.

Anthony D. Ricci

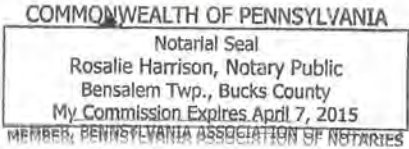
Signature of Affiant

[Signature]

Signature of officer administering oath

Notary

Title of such officer



AFFIDAVIT BY PARTNERSHIP APPLICANT

Commonwealth of Massachusetts, County of _____

_____, each being duly sworn say on
their respective oaths that:

1. They are the partners of the partnership named as the applicant in the foregoing application.
2. They have read and fully understand all of the questions pertaining to such applicant partnership and are authorized by all of said partners to make this affidavit.
3. That all of the foregoing answers, statements and declarations made thereto are true.

Subscribed and sworn to before me this ____ day of _____

Signature of officer administering oath

Title of such officer

AFFIDAVIT BY LIMITED LIABILITY COMPANY APPLICANT

Commonwealth of Pennsylvania, County of Bucks

Anthony D. Ricci, being duly sworn, upon his oath deposes and says that:

1. He is the President of Raynham Manager, Inc., which is the manager of Brockton Racing, LLC, which is named as the applicant, and signed the foregoing application.
2. He was duly authorized to sign said application in its name and in its behalf.
3. He has read and fully understands all of the questions pertaining to such applicant and that all of the foregoing answers, statements and declarations made thereto are true.

Subscribed and sworn to before me this 30th day of September, 2013.

Anthony D. Ricci

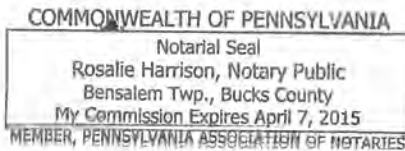
Signature of Affiant

[Signature]

Signature of officer administering oath

Notary

Title of such officer



EXHIBITS

EXHIBIT 1

HARNESS RACING APPLICATION

Attached hereto is the original bond in the penal sum of \$125,000.00



BOND
(License or Permit - Definite Term)

Bond No. 105929539

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Brockton Racing, LLC, 2999 Street Road, Bensalem, PA 19020, as Principal, and Travelers Casualty and Surety Company of America, a corporation duly incorporated under the laws of the State of Connecticut and authorized to do business in the state of Massachusetts, as Surety, are held and firmly bound unto the State Racing Commission of the Commonwealth of Massachusetts, as Obligee, in the penal sum of One Hundred Twenty Five Thousand Dollars and 00/100 (\$125,000) Dollars, for the payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has obtained or is about to obtain a license or permit for Harness Horse Racing.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall faithfully comply with all applicable laws, statutes, ordinances, rules or regulations, pertaining to the license or permit issued, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond is for a definite term beginning October 1, 2013, and ending December 31, 2014, and may be continued at the option of the Surety by Continuation Certificate.

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the penal sum listed above.

PROVIDED FURTHER, that the Surety may terminate its liability hereunder as to future acts of the Principal at any time by giving thirty (30) days written notice of such termination to the Obligee.

SIGNED, SEALED AND DATED this September 30, 2013.

By: BROCKTON RACING, LLC
Anthony D. Run
Principal

By: Travelers Casualty and Surety Company of America
Susan B. Smiley
Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222583

Certificate No. 005288431

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Bruce R. White, Susan B. Gormley, and Bonnie L. Tome

of the City of Newtown, State of Pennsylvania, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 30th day of November, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 30th day of November, 2012, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

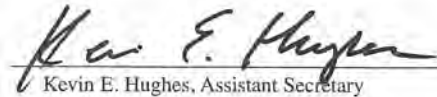
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of September, 2013.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

EXHIBIT 2

HARNESS RACING APPLICATION

Attached hereto is the foreign registration for the applicant, Brockton Racing LLC, as filed with the Massachusetts Secretary of State.

F **The Commonwealth of Massachusetts**
William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

Foreign Limited Liability Company
Application for Registration
(General Laws Chapter 156C, Section 48)

Federal Identification No.: 46-3753213

(1a) The exact name of the limited liability company:

Brockton Racing, LLC

(1b) If different, the name under which it proposes to do business in the Commonwealth of Massachusetts:

None

(2) The jurisdiction where the limited liability company was organized:

Delaware

(3) The date of organization in that jurisdiction: 9/25/2013

(4) The general character of the business the limited liability company proposes to do in the Commonwealth:

Harness Racing and Pari-Mutuel Wagering

(5) The business address of its principal office:

2999 Street Road, Bensalem, PA 19020

(6) The business address of its principal office in the Commonwealth, if any:

(7) The name and business address, if different from principal office location, of each manager:

Raynham Manager Inc.

2999 Street Road

Bensalem, PA 19020

(8) The name and business address of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land courts:

NAME	ADDRESS
Thomas C. Bonner	2999 Street Road, Bensalem, PA 19020

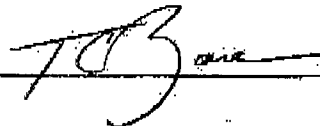
(9) The name and street address of the resident agent in the Commonwealth:

Corporation Service Company	84 State Street Boston, MA 02109
-----------------------------	-------------------------------------

(10) The latest date of dissolution, if specified: _____

(11) Additional matters:

Signed by (by at least one authorized signatory):



Corporation Service Company

I _____ resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c.156C § 48 (or attach resident agent's consent hereto).

* Attach a certificate of existence or good standing issued by an officer or agency properly authorized in home state.

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "BROCKTON RACING, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRTIETH DAY OF SEPTEMBER, A.D. 2013.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "BROCKTON RACING, LLC" WAS FORMED ON THE TWENTY-FIFTH DAY OF SEPTEMBER, A.D. 2013.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.



5404957 8300

131141438

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0774784

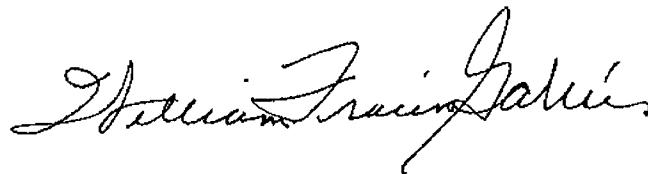
DATE: 09-30-13

THE COMMONWEALTH OF MASSACHUSETTS

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

deemed to have been filed with me on:

September 30, 2013 02:13 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

EXHIBIT 11(a)

HARNESS RACING APPLICATION

Applicant: Brockton Racing, LLC

Owners: **Raynham Member, Inc. (50%)**

Officers:

Anthony D. Ricci, President

Place of birth: Philadelphia, PA

Date of birth: [REDACTED]

Legal residence [REDACTED]

Thomas C. Bonner, Secretary

Place of birth: Philadelphia, PA

Date of birth: [REDACTED]

Legal residence: [REDACTED]

Raynham Member, Inc. is owned by Greenwood Racing, Inc. (100%), a Delaware corporation, incorporated on June 20, 1989.

The Carney Family Group LLC (50%)

Officers:

Robert J. Kelly, Executive Vice President

Place of birth: Boston, MA

Date of birth: [REDACTED]

Legal residence: [REDACTED]

The Carney Family Group LLC is owned by George L. Carney, Jr. (55%), Laetitia Carney (5%) and Timothy J. Carney (40%).

George L. Carney, Jr.

Place of birth: Brockton, MA

Date of birth: [REDACTED]

Legal residence: [REDACTED]

Laetitia Carney

Place of birth: Boston, MA

Date of birth: [REDACTED]

Legal residence: [REDACTED]

Timothy J. Carney

Place of birth: Brighton, MA

Date of birth: [REDACTED]

Legal residence: [REDACTED]

EXHIBIT 11(b)

HARNESS RACING APPLICATION

Information concerning corporate stock issued by applicant: NOT APPLICABLE

EXHIBIT 11(c)

HARNESS RACING APPLICATION

Information concerning foreign entity applicant: NOT APPLICABLE

EXHIBIT 11(d)

HARNESS RACING APPLICATION

Applicant: Brockton Racing, LLC

Owners:

Raynham Member, Inc. -- 50%

Owned by Greenwood Racing, Inc. (100%)

The Carney Family Group LLC -- 50%

Owned by George L. Carney, Jr. (55%), Laetitia Carney (5%) and Timothy J. Carney (40%).

EXHIBIT 11(e)

HARNESS RACING APPLICATION

Information concerning partnership entity applicant: NOT APPLICABLE

EXHIBIT 11(f)

HARNESS RACING APPLICATION

Information concerning beneficial owners of applicant other than record owners: NOT APPLICABLE

EXHIBIT 11(g)

HARNESS RACING APPLICATION

Information concerning officers, directors, members or managers of applicant who are also officers, directors, members or managers of any other licensed race track:

For Raynham Member, Inc. (50% owner of applicant)

Anthony D. Ricci, President, also serves as CEO of Greenwood Racing, Inc., which owns various licensed horse racing subsidiaries, and as president, secretary and treasurer of other non-racing entities. Mr. Ricci holds the following racing licenses:

Pennsylvania State Horse Racing Commission, licensed as an official, issued October 11, 1993.

New Jersey Racing Commission, licensed as an official, issued in 1999.

New Jersey Casino Control Commission, finding of suitability in October, 1999.

Virginia Racing Commission, licensed as a qualifier, granted 2003.

Oregon Racing Commission, Account Wagering License for the Racing Channel, Inc. and Multi-Jurisdictional License for Racing Channel, Inc., issued in 2002.

Thomas C. Bonner, Secretary, also serves as Secretary of Greenwood Racing, Inc., which owns various licensed horse racing subsidiaries and as vice president and secretary of other non-racing entities. Mr. Bonner holds a racing license issued by the Pennsylvania State Horse Racing Commission. He is licensed as an official and the license was issued February 18, 2013.

For The Carney Family Group LLC (50% owner of applicant)

George L. Carney, Jr. also serves as an officer and director of Massasoit Greyhound Association, Inc., and Taunton Dog Track, Inc., both of which are licensed to simulcast at the former greyhound race track in Raynham, Bristol County, Massachusetts.

Laetita Carney also serves as a director of Massasoit Greyhound Association, Inc., which is licensed to simulcast at the former greyhound race track in Raynham, Bristol County, Massachusetts.

EXHIBIT 13(a)

HARNESS RACING APPLICATION

Information concerning other horse racing operations:

For Raynham Member, Inc.

Greenwood Racing, Inc., owner of Raynham Member, Inc., one of the 50% owners of applicant, owns various subsidiaries that are licensed in other jurisdictions for horse racing, as follows:

Pennsylvania

Bensalem Racing Association, Inc. and Keystone Turf Club, Inc., subsidiaries of Greenwood Racing, Inc., have held Pennsylvania horse racing licenses to operate Parx Racing® (formerly Philadelphia Park Racetrack) and have been in operation and good standing since 1990. The companies, through their subsidiaries, also own or lease five (5) off-track wagering facilities throughout the Philadelphia area.

New Jersey

Greenwood Racing, Inc. is a 50% owner of Pennwood Racing, Inc., the sole General Partner of Freehold Raceway, a prominent harness racing facility in Freehold, NJ. Under its racing license, Freehold Raceway operates an off-track wagering site in Toms River, NJ, known as "Favorites at Toms River". A Pennwood Racing subsidiary also is a participant in the Account Wagering system in New Jersey.

From 1999 to 2003, Pennwood Racing, Inc. leased and operated Garden State Parkway, a thoroughbred and harness racing facility in Cherry Hill, NJ. In 2003 the owners sold the land to developers and the lease was terminated.

Since October, 2001, Greenwood Racing, Inc., through its subsidiary, Greenwood ACRA, Inc. has operated the historic thoroughbred racetrack known as Atlantic City Racecourse in Mays Landing, NJ. Under its racing license, it also operates an off-track wagering facility in Vineland, NJ, known as "Favorites at Vineland".

Oregon

Since 2002, Greenwood Racing, Inc. has owned The Racing Channel, Inc., which has held a multi-jurisdictional hub license in Oregon for the conduct of pari-mutuel wagering.

St. Croix – U. S. Virgin Islands

From 1998 to 2002 some of the shareholders of Greenwood Racing, Inc. had interests in two companies, the Virgin Islands Racing Corporation (VIRCO) and Account Wagering, Inc. (AWI) for the conduct of thoroughbred racing and account wagering on the Island of St. Croix, USVI. These companies terminated the business in 2002 pursuant to their leasehold termination rights.

For The Carney Family Group LLC

Mr. George L. Carney, Jr., through his ownership of the Brockton Agricultural Society, and as its officer and director, was responsible for all aspects of horse racing at the Brockton Fairgrounds continually between 1956 and 1972, and then again in 2001.

Mr. Carney has also been the owner, officer and director of the Middleborough Agricultural Society and was responsible for all aspects of that fair's horse racing activity which began in 1967, including its racing meetings at the Brockton Fairgrounds.

Mr. Carney has also been responsible for all aspects of harness horse racing as the owner, officer and director of the Weymouth Agricultural Society. That fair conducted harness horse racing in Weymouth for five years between 1972-1976, and then for three years between 1976 through 1978 at the former Foxborough Raceway.

During the 1960s, Mr. Carney's horse racing experience also included assisting ownership at Suffolk Downs and Rockingham Park (Salem, NH).

EXHIBIT 13(b)

HARNESS RACING APPLICATION

Information concerning other applications pending before the Massachusetts Gaming Commission:

Affiliates of both 50% owners of applicant are applicants for a category 2 gaming license filed with the Massachusetts Gaming Commission in January 2013. That application is pending.

EXHIBIT 13(c)

HARNESS RACING APPLICATION

Information concerning any racing application denied by any racing authority:

On November 6, 2003, Northwind Racing, LLC, an affiliate of Greenwood Racing Inc., was created for the purpose of acquiring Rosecroft Raceway, a harness racetrack in Maryland. As part of its application, Northwind conditioned its application on the approval of the Maryland Racing Commission to permit Northwind to conduct pari-mutuel wagering on full-card simulcasts of out-of-state races, whether thoroughbred or harness. At that time, the Rosecroft Raceway was party to a Cross-Breed Horseracing Revenue Sharing Agreement with the Maryland Jockey Club and Laurel Racing Association. In the view of Northwind, this existing agreement placed Rosecroft Raceway at a competitive disadvantage since the agreement precluded the "open market" approach to simulcasting of both breeds of horse racing typically allowed by other jurisdictions. The Maryland Racing Commission denied the application, not on suitability grounds, but as a result of its refusal to permit full-card simulcasting in Maryland.

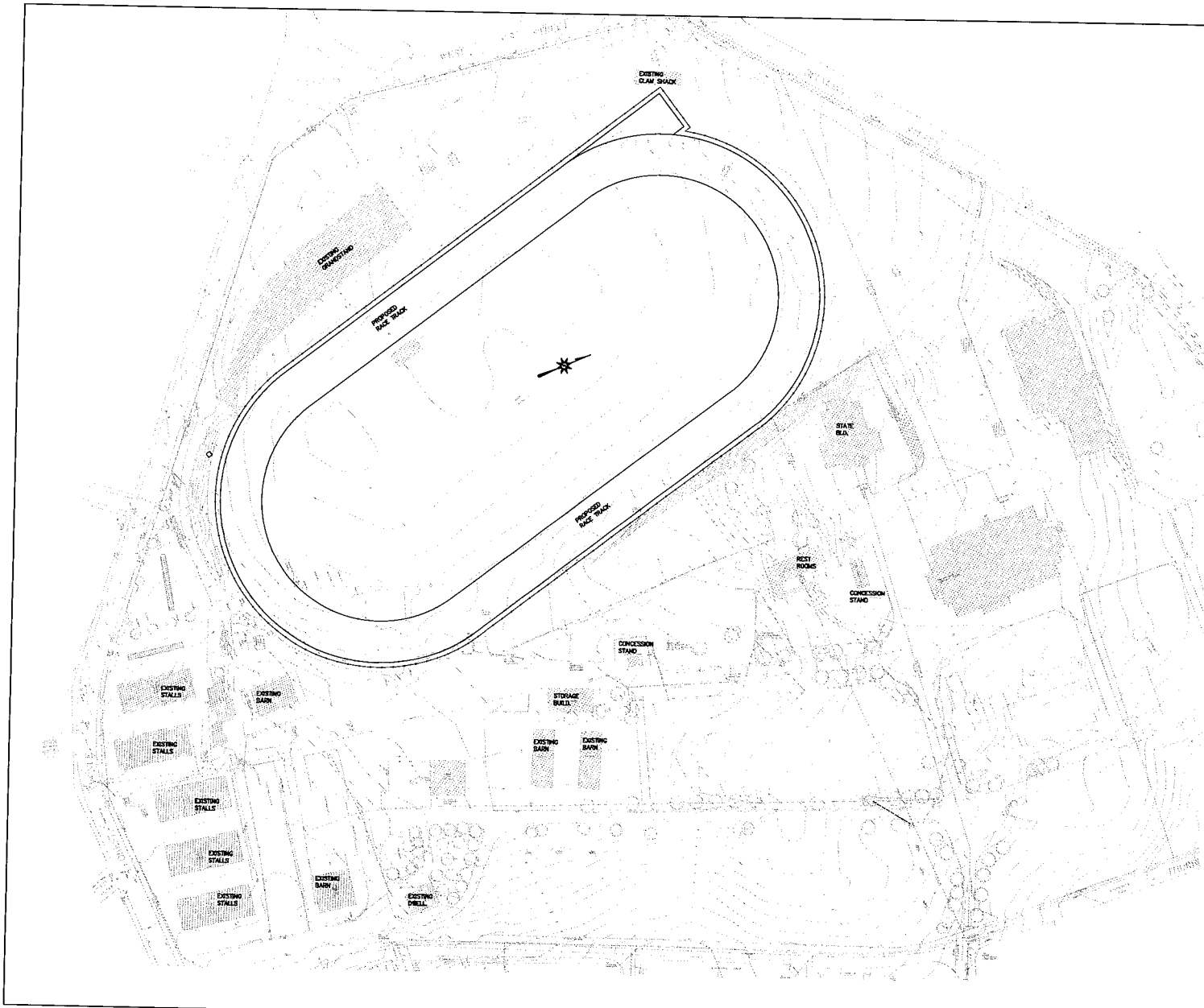
EXHIBIT 14(a)

HARNESS RACING APPLICATION

The Brockton Fairgrounds are described on Certificate of Title No. 1611, filed with the Plymouth County District of the Land Court. A copy is enclosed.

The owner of the Brockton Fairgrounds is the Brockton Agricultural Society, a Massachusetts Corporation having an address of 433 Forest Avenue, Brockton, Massachusetts 02301 attention, George L. Carney, Jr., President.

The attached plot plans show the layout of the Brockton Fairgrounds.



LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
[Symbol]	PROPERTY LINE	[Symbol]	DRAINAGE LAC
[Symbol]	BOUNDARY	[Symbol]	DRYING DRAIN
[Symbol]	ZONING LINE	[Symbol]	SEW DRAIN
[Symbol]	GRAVEL ROAD	[Symbol]	SEWER LAC
[Symbol]	EDGE OF PAVEMENT	[Symbol]	DISCHARGE WELLS
[Symbol]	MANHOLE COVER	[Symbol]	WATER LAC
[Symbol]	CAVE OR HOLE	[Symbol]	FIRE PREVENTION LINE
[Symbol]	PRECAST CONCRETE CURB	[Symbol]	GAS LINE
[Symbol]	WIRE DRAIN CURB	[Symbol]	UNDERGROUND ELECTRIC
[Symbol]	SURFACE DRAIN CURB	[Symbol]	TELEPHONE LINE
[Symbol]	LIMIT OF CURB TYPE	[Symbol]	CATCH BASIN
[Symbol]	SANITARY	[Symbol]	DOUBLE CATCH BASIN
[Symbol]	MANHOLE	[Symbol]	DRAIN MILET
[Symbol]	STEEL GUARD RAIL	[Symbol]	DRAIN MANHOLE
[Symbol]	WOOD GUARD RAIL	[Symbol]	DRINKI CURB
[Symbol]	STANDARD FENCE	[Symbol]	PLUG/STAR
[Symbol]	WET LINE	[Symbol]	FLARED END SECTION
[Symbol]	CHAIN LINK FENCE	[Symbol]	HEADLINE
[Symbol]	STONE WALL	[Symbol]	SEWER POLE
[Symbol]	RETAINING WALL	[Symbol]	OPEN BOX
[Symbol]	RAIL BALIS	[Symbol]	SEWER MANHOLE
[Symbol]	UNDER CONSTRUCTION	[Symbol]	WATER MANHOLE
[Symbol]	MAJOR CONCRETE	[Symbol]	WATER GATE
[Symbol]	BUILDING	[Symbol]	DRIVING BLENDING VALVE & BOX
[Symbol]	BUILDING ENTRANCE	[Symbol]	WATER METER
[Symbol]	LOADING DOCK	[Symbol]	WELL
[Symbol]	WALL	[Symbol]	GAS GATE
[Symbol]	POLE	[Symbol]	GAS METER
[Symbol]	DOUBLE SIGN	[Symbol]	ELECTRIC MANHOLE
[Symbol]	SPOT ELEVATION	[Symbol]	ELECTRIC BOX
[Symbol]	TOP & BOTTOM ELEVATION	[Symbol]	ELECTRIC METER
[Symbol]	MONITORING WELL	[Symbol]	SEWER POLE
[Symbol]	EXISTING LOT/SECTION	[Symbol]	TELEPHONE MANHOLE
		[Symbol]	FIRE ALARM BOX
		[Symbol]	STEEL POLE
		[Symbol]	WET POLE
		[Symbol]	DAY WEE

**Brockton Fair Grounds, Belmont Street
Brockton, Plymouth County, Massachusetts**

PREPARED FOR

Brockton Agricultural Society

TITLE

Proposed Harness Racing Track

J.K. HOLMGREN ENGINEERING, INC.

Registered Professional Engineers and Land Surveyors
942 West Chestnut Street, Brockton, MA 02301
Phone - (508) 583-2595 Fax - (508) 588-7518
e-mail: sadmin@jkholmgren.com



SCALE : 1"=80'

DATE: 09-30-2013

REV.	DATE	REMARKS

S-1
DRAWING NUMBER

H:\1987\87-23-3\2012\GARAGE-SPR\CNV\PILOT\87-23-3EXL.DWG
87-23-3

Original Certificate of Title.

No. 1611

Entered pursuant to a decree of the Land Court, dated at Boston, in the County of Suffolk and Commonwealth of Massachusetts, the fifteenth day of February in the year nineteen hundred and forty-four, and numbered 8319 on the files of said Court.

Copy of Decree.

COMMONWEALTH OF MASSACHUSETTS.

LAND COURT.

In the matter of the Petition of Brookton Agricultural Society

New Use Plan #8319D for lots 2-4

numbered 8319 after consideration, the Court doth adjudge and decree that said

Brookton Agricultural Society

a duly existing corporation,

of Brookton

in the County of Plymouth and Commonwealth of Massachusetts, married

is

the owner in fee simple.

of that certain parcel of land situate in

Brookton

in the County of Plymouth and Commonwealth of Massachusetts, bounded and described as follows:

Southerly by the northerly line of Forest Avenue four hundred seventy-nine and 61/100 (479.61) feet;

Southwesterly by said Forest Avenue thirteen hundred twenty-five and 88/100 (1325.88) feet;

Westerly by West Street six hundred fifty-two and 6/10 (652.6) feet;

Northwesterly nine hundred sixty-eight and 57/100 (968.57) feet, and

Northerly nine hundred sixty-four and 46/100 (964.46) feet by Belmont Street;

Easterly by land now or formerly of Michael O'Riley one hundred twenty-three and 4/10 (123.4) feet;

Northerly by said O'Riley land and by land now or formerly of Michael O'Riley at all eighty-six (86) feet;

Easterly by Thurber Avenue eight hundred ninety-four and 08/100 (894.08) feet;

Northeasterly by Avon Street eighty-nine and 6/10 (89.6) feet;

Southeasterly by land now or formerly of Osborne H. Crowell one hundred ten (110) feet;

Southwesterly by land now or formerly of Walter C. Hammond nineteen and 27/100 (19.27) feet;

Southeasterly by said Hammond land one hundred thirty-two (132) feet;

Southwesterly by Madison Street four (4) feet;

Southeasterly by land of said Hammond and by land now or formerly of

New Duplicate Certificate issued in place of Lost Duplicate Certificate, December 21, 1979, document #198403.

45 Emerson Avenue, Brookton, Mass.
Address of Owner:

Fred L. Howard three hundred forty-eight and 27/100
(348.27) feet;
Northeasterly by Trenton Street seventy-seven and 9/10 (77.9) feet;
Southeasterly by lands now or formerly of G.J. Helena Phelan and of
Ellen E. Jackson one hundred eighty-one (181) feet;
Southerly by land now or formerly of William J. Overing et al
eighty-seven and 5/10 (87.5) feet;
Southeasterly by said Overing land and by land now or formerly of
William Eaton three hundred sixteen and 2/10 (316.2)
feet;
Southerly by land now or formerly of Francesco A. Tonia and by
the northerly end of Othello Street forty-four and
79/100 (44.79) feet; and
Easterly by said Othello Street two hundred nineteen and 95/100
(219.95) feet.

All of said boundaries are determined by the Court to be
located as shown on a plan drawn by Hayward & Hayward, Civil Engineers,
dated April 20, 1921, as modified and approved by the Court, filed in
the Land Registration Office, a copy of a portion of which is filed
with the original certificate of title issued on this decree.

The southerly part of so much of the land hereby registered
as fronts on Thurber Avenue is subject to the restrictions contained
in a deed from William Fanning, 2nd et al to George L. Meads, dated
August 12, 1898, duly recorded in Book 775, Page 12; so much of the
land hereby registered as is included within the limits of said Othello
Street and so much as by implication of law is included within the
limits of said Thurber Avenue is subject to its use as a part of such
ways by all those lawfully entitled thereto; and there is appurtenant
to said land the right to use the whole of said ways in common with
others entitled; and the land hereby registered is also subject to
rights of way in and over the proposed street shown on said plan run-
ning between said Othello Street and said Avon Street in favor of all
land situated on Frost Avenue, a private way, which was formerly own-
ed and platted by Moses A. Packard and George F. Bonve and all land
situated on Trenton and Madison Streets, both private ways, which was
owned and platted by George B. Howard.

There is appurtenant to the land hereby registered rights of
way to be used in common with all others entitled thereto over Frost
Avenue, Trenton Street and Madison Street, the westerly ends of which
are shown on said plan.

And the Court doth adjudge and decree that said land be brought under the operation and provisions of Chapter 186 of the General Laws, and that the title of said

Brookton Agricultural Society

to said land be confirmed and registered; subject, however, to any of the encumbrances mentioned in Section forty-six of said Chapter which may be subsisting, and subject also to as aforesaid.

Witness, CHARLES THORNTON DAVIS, Esquire, Judge of the Land Court, at Boston, in said County of Suffolk, the fifteenth day of February in the year nineteen hundred and twenty-four, at 10 o'clock and 30 minutes in the forenoon.

Attest, with the Seal of said Court, CLARENCE C. SMITH, Recorder. [SEAL.]

A true copy. Attest, with the Seal of said Court, CLARENCE C. SMITH, Recorder. [SEAL.]

Received for Transcription at Plymouth County Registry District, February 19, 1924, at 8 o'clock and _____ minutes A.M.

A true copy. Attest, with the Seal of said Court,

John B. Washburn
Assistant Recorder.

MEMORANDA OF ENCUMBRANCES ON THE LAND DESCRIBED IN THIS CERTIFICATE.

DOCUMENT NUMBER.	KIND.	RUNNING IN FAVOR OF	TERMS.	DATE OF INSTRUMENT.	DATE OF REGISTRATION.				SIGNATURE OF ASSISTANT RECORDER.	DISCHARGE.	
					YEAR.	D.	H.	M.			
7184	Acid	Commonwealth of Massachusetts	Lot A on pl with Cert #4566 and this Cert. cancelled as to ad lot	Dec. 21, 1931	1932	Jan 13	9	20	11 AM	John B. Washburn	Mar. 14, 1949 Discharged by written Instrument Document # 30891
1703	Mortgage	Brockton National Bk. et al	Collateral security (4 unreg. land)	Dec 12, 1932	1932	Dec 14	10	40	11 AM	John B. Washburn	Edward P. Holmes Asst. Recdr. Oct. 17, 1952 Discharged by written Instrument Document # 42709
2892	Mortgage	First National Bank of Boston	80000 See document	Mar 11, 1949	1949	Mar 14	10	10	AM	Edward P. Holmes	Richard W. Holm Asst Recdr.
1045	Notice	City of Brockton	Lower Assessment (unreg land)	Oct 25, 1954	1954	Nov 15	9	-	-	Richard W. Holm	Dec. 19, 1962 Discharged by written Instrument Document #87037
1837	Mortgage	Home Natl. Bk. of Brockton	\$75,000 See document	Feb. 7, 1955	1955	Feb. 8	9	-	-	Richard W. Holm	Richard W. Holm Asst. Recdr.
2014	Taking	City of Brockton	Egress of Thurston Ave	May 16, 1957	1957	Jun 14	11	-	-	Frank E. Larris	
0241	Notice	City of Brockton	Retirement Assessment	May 25, 1957	1957	May 28	10	10	AM	Frank E. Larris	
1794	Notice	same	Retirement Assessment	Sep. 14, 1959	1959	Sep. 17	12	25	7 AM	Richard W. Holm	
5240	Notice	same	Retirement Assessment	Jan. 27, 1960	1960	Jan 29	2	15	7 AM	Richard W. Holm	
7224	Notice	same	Retirement Assessment	May 23, 1961	1961	May 25	1	15	7 AM	Frank E. Larris	
8310	Notice	same	Retirement Assessment	Feb. 25, 1963	1963	Mar 13	1	40	PM	Richard W. Holm	

(over)

(over)

03/07/09 03:18 PM

+++ BROCKTON

001

MEMORANDA OF ENCUMBRANCES ON THE LAND DESCRIBED IN THIS CERTIFICATE

DOCUMENT NUMBER	KIND	RUNNING IN FAVOR OF	TERMS	DATE OF INSTRUMENT	DATE OF REGISTRATION					SIGNATURE OF ASSISTANT RECORDER	DISCHARGE
					YEAR & MONTH	D.	H.	M.	A.M. or P.M.		
121596	Notice	City of Brockton	Settlement Assessment	Dec 24, 1968	1968	1	10	-	PM	Richard W. Holm	Nov. 29, 1968 Discharged by written Instrument Document # 122027 Richard W. Holm Asst. Recdr.
198404	Order	Order from Court to approve	Plan #8319C. See doc. Lot 1 on plan with Cert. #63003 and this Cert. cancelled as to said lot.	Dec. 13, 1979	1979	Dec.	21	2	15 P.M.	John D. Liodane	
198405	Deed	Trust by Tr Carney Office Building /		Aug. 27, 1979	1979	Dec.	21	2	15 P.M.	John D. Liodane	
291841	NOTC	BROCKTON AGRICULTURAL SOCIETY	NOTICE OF VARIANCE SEE DOC	OCT 6 1988	1988	OCT	7	9	- AM	John D. Liodane	
394295	DEED	MASSADIT GREYHOUND ASSOCIATION INC	LOTS 2 3 & 4 ON PLAN WITH CERT 1611 AND THIS CERT CANCELLED AS TO SAID LOTS	MAR 27 1996	1996	APR	3	3	00 PM	John D. Liodane	

(SEE OVER)

03/26/99 03:02 PM 1811 FAX

+++ BROUADJUN

03/03

8319 B - Lot A - CERT. 4566
8319 C - Lot 1 - CERT. 63003
8319 D - Lots 2-4 - CERT. 1611

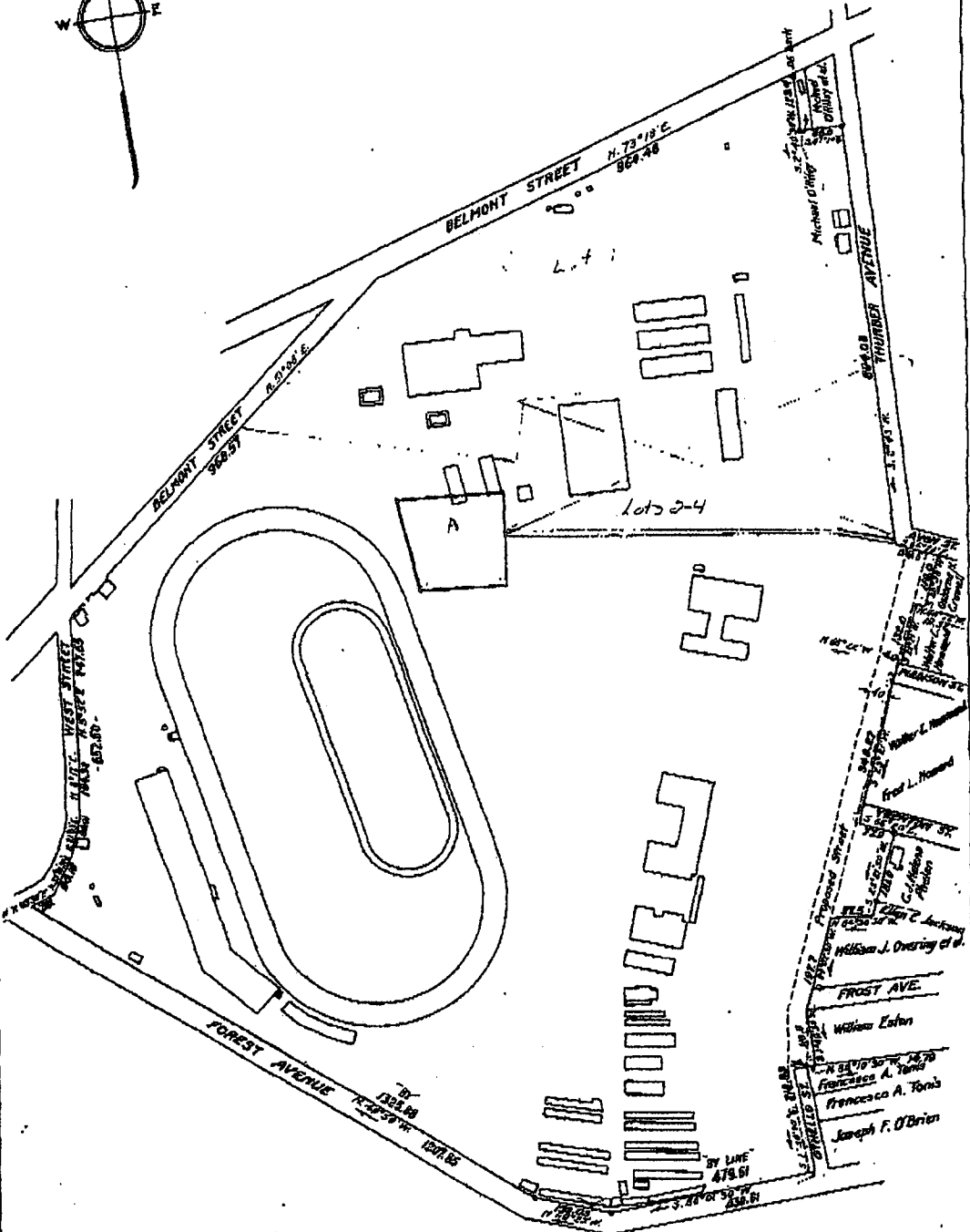
8319A

Plan of Land in Brockton

Scale 80 feet to an inch

APR. 20, 1921

Hayward & Hayward, Civil Engineers



Cover of part of plan
Filed in
LAND REGISTRATION OFFICE
JUNE 8, 1921
Scale of this plan 80 feet to an inch
C.B. Humphrey, Engineer for Court

THIS PLAN FILED WITH
CERTIFICATE No. 1611

8319 B - Lot A - CERT. 4566
8319 C - Lot 1 - CERT. 63003

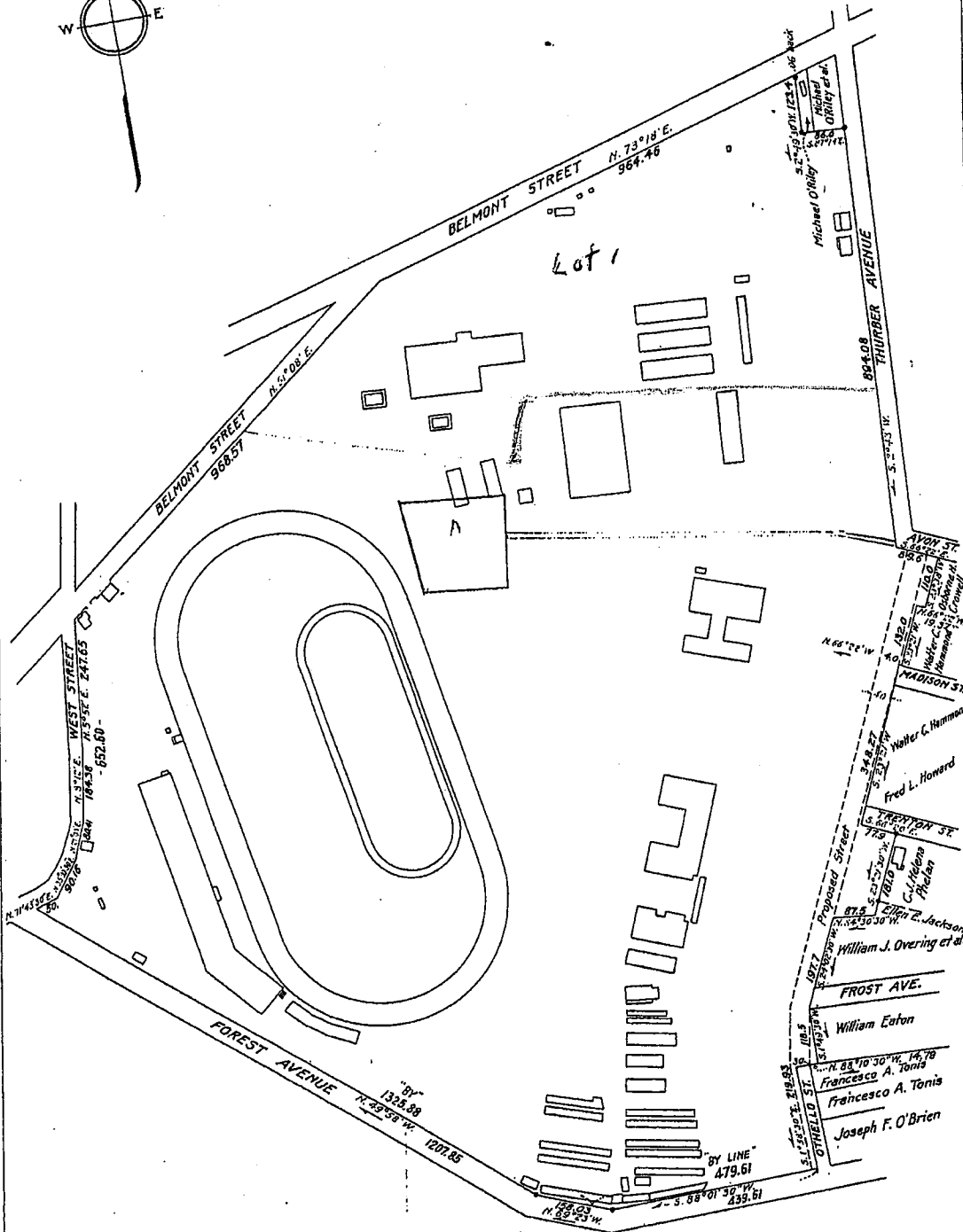
8319A

Plan of Land in Brockton

Scale 80 feet to an inch

APR. 20, 1921

Hayward & Hayward, Civil Engineers



Copy of part of plan
filed in
LAND REGISTRATION OFFICE
JUNE 8, 1921
Scale of this plan 240 feet to an inch
C.B. Humphrey, Engineer for Court

THIS PLAN FILED WITH
CERTIFICATE No. 1611

8319B

Brockton Agricultural Society
Cert. No. 1611

Brockton Agricultural Society
Cert. No. 1611

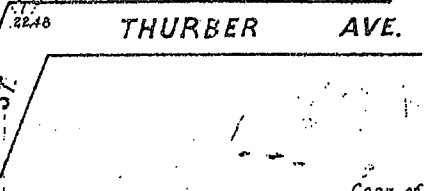
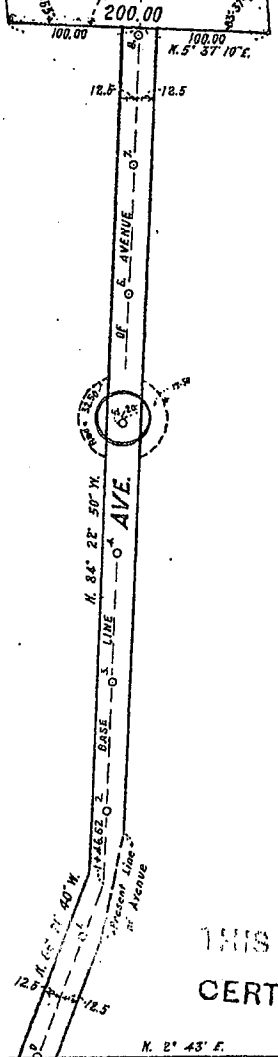
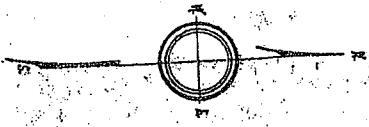
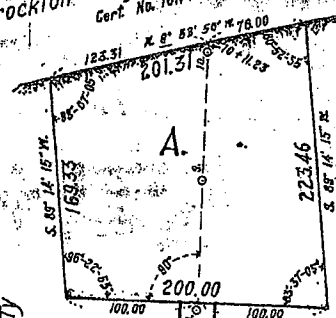
Brockton Agricultural Society
Cert. No. 1611

Subdivision of Land shown on plan 8319^A
Filed with Cert. of Title No. 1611 Registry District of Plymouth County

LAND IN BROCKTON

Scale 40 feet to an inch
NOV. 4, 1931.

Arthur W. Dean, Chief Engineer.
Mess. Dept. of Public Works.



THIS PLAN FILED WITH
CERTIFICATE No. 4566

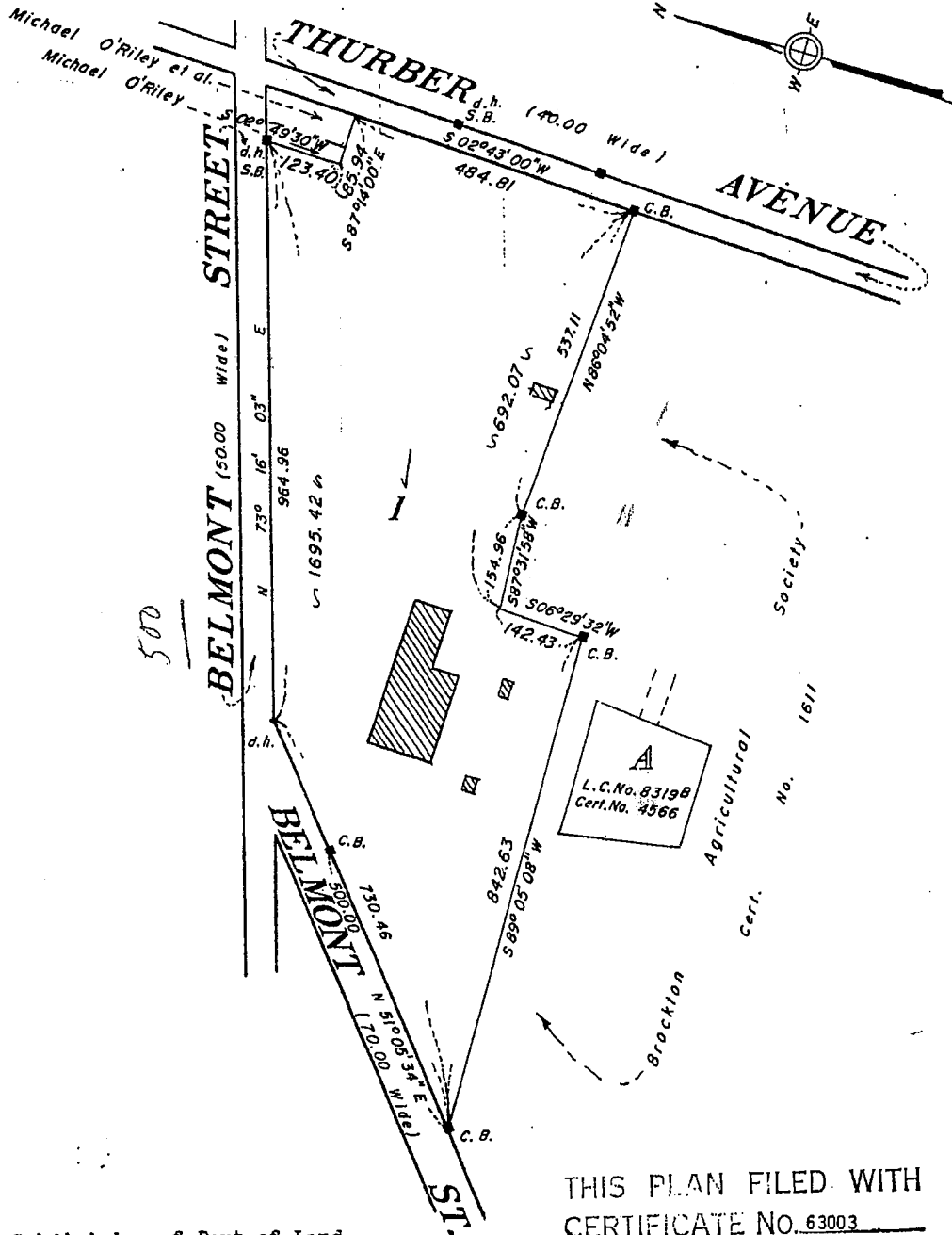
Separate certificates of title may be issued
for lot A as shown hereon
By the Court

Charles A. ...
Recorder.
JAN. 7, 1932.

Copy of part of plan
filed in
LAND REGISTRATION OFFICE
JAN. 6, 1932
Scale of this plan 100 feet to an inch.
C. B. Murphy, Engineer for Court

SUBDIVISION PLAN OF LAND IN BROCKTON
 Hayward - Boynton & Williams, Inc., Surveyors
 August 10, 1979

8319C



APR 17 1980

500

Subdivision of Part of Land
 Shown on Plan 8319A
 Filed with Cert. of Title No. 1611
 Registry District of Plymouth County

Separate certificates of title may be issued for land
 shown hereon as L91.1
 By the Court.

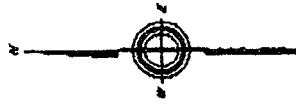
DEC. 13, 1979 *Jeanne M. Melony*
 F.T.F. *Deputy Recorder*

THIS PLAN FILED WITH
 CERTIFICATE NO. 63003

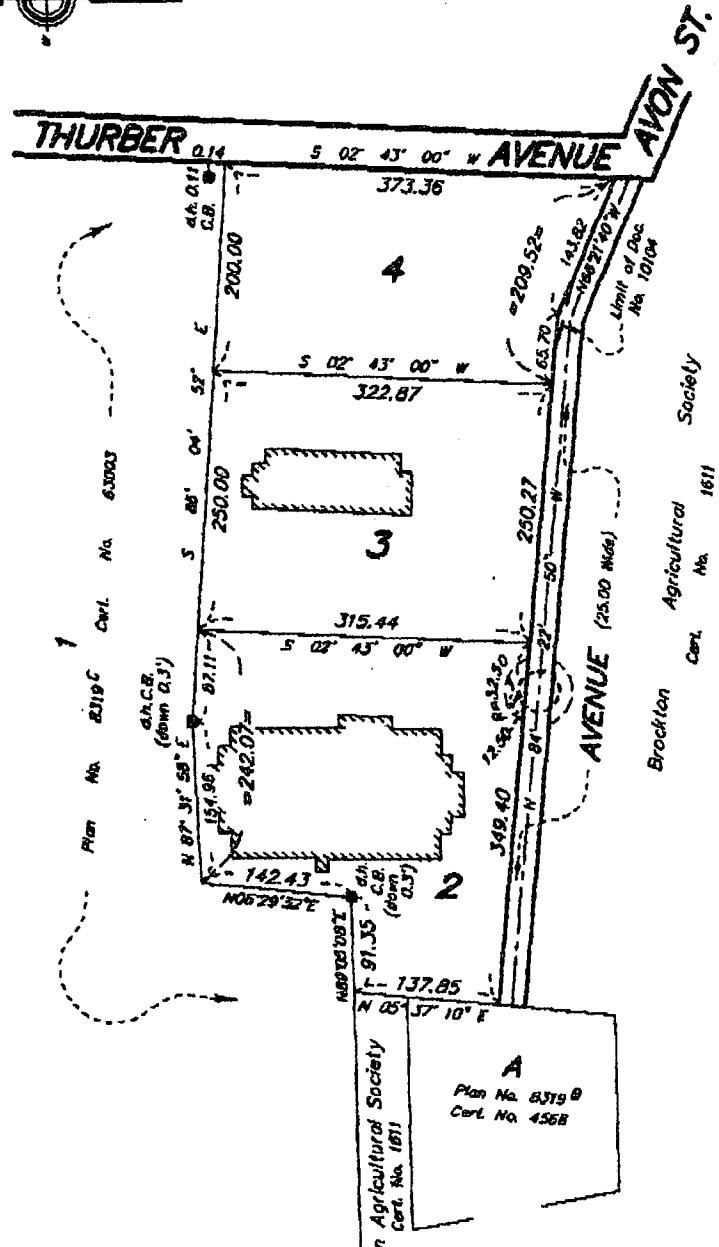
Copy of part of plan
 filed in
LAND REGISTRATION OFFICE
 OCT. 30, 1979
 Scale of this plan 200 feet to an inch
 R.L. Woodbury, Engineer for Court

SUBDIVISION PLAN OF LAND IN BROCKTON
 J.K. Holmgren & Associates Inc., Surveyors
 September 27, 1995

8319D



JUN 0 2 1998



Subdivision of Part of Land
 Shown on Plan 8319-A
 Filed with Cert. of Title No. 1611
 Registry District of Plymouth County

**THIS PLAN FILED WITH
 CERTIFICATE No. 1611**

Separate certificates of title may be issued for land
 shown hereon as Lots 2, 3 and 4
 By the Court.

MARCH 21, 1996
Kenneth M. Maloney
 Deputy Registrar

Copy of part of plan
 filed in
LAND REGISTRATION OFFICE
 MARCH 21, 1996
 Scale of this plan 1/20 feet to an inch
 Louis A. Moore, Engineer for Court

4-3-96
"K"

QUITCLAIM DEED

BROCKTON AGRICULTURAL SOCIETY, a corporation duly established under the laws of the Commonwealth of Massachusetts, having its usual place of business in Brockton, Plymouth County, Massachusetts, for consideration paid and in full consideration of Three Million Twenty Thousand (\$3,020,000.00) Dollars, grants to MASSASOIT GREYHOUND ASSOCIATION, INC., a corporation duly established under the laws of the Commonwealth of Massachusetts, having an address of 1958 Broadway, Raynham, Massachusetts 02767, with QUITCLAIM COVENANTS,

The land together with the improvements thereon in Brockton, Plymouth County, Massachusetts, designated as Lot 2, Lot 3, and Lot 4 on a Land Court Plan of Land, being a subdivision of land shown on Land Court Plan No. 8319A, dated September 27, 1995, prepared by J.K. Holmgren & Associates, Inc., filed herewith as Land Court Plan No. 8319D, containing, according to said plan, 5.45 acres of land, more or less.

For title reference, see Certificate of Title No. 1611 in the Plymouth County Registry District of the Land Court.

IN WITNESS WHEREOF, the said BROCKTON AGRICULTURAL SOCIETY has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Alfred Wilbur, its President and Treasurer, hereto duly authorized, this 27th day of March, 1996.

BROCKTON AGRICULTURAL SOCIETY

By: Alfred P. Wilbur
Alfred Wilbur, President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

March 27, 1996

Then personally appeared the above-named Alfred Wilbur, President and Treasurer of BROCKTON AGRICULTURAL SOCIETY, and acknowledged the foregoing to be the free act and deed of said corporation, before me,

LAND COURT, BOSTON. The land herein described will be shown on our approved plan to follow as

Mary C. Kaligian
Notary Public
My commission expires DEC 1, 2001

MAR 26 1996

Plan 8319D Lots 2, 3 and 4 W/C 1611
EXAMINED AS TO DESCRIPTION ONLY
Louis A. Moore, Engineer EM

DEEDS REC'D
1996
CANCELLED
TAX
CITY
REGISTER
ENGINEER

prop - Belmont St. Brockton, MA

Transfer Certificate of Title.

Book 447 Page 3

Cert No 89403
Doc 394295

From Certificate No 1611
Originally Registered 19 FEB 1924
in Registration Book 8
Page 11
for the Registry District of Plymouth County.

This is to Certify that MASSASOIT GREYHOUND ASSOCIATION INC, a corporation duly established under the laws of the Commonwealth of Massachusetts,

at Raynham in the County of Bristol and said Commonwealth, is the owner in fee simple, of that certain parcel of land situate in Brockton in the County of Plymouth and said Commonwealth, described as follows:

Being Lots 2, 3 and 4 on subdivision plan #8319D, drawn by J. K. Holmgren & Associates Inc., Surveyors, dated September 27, 1995, filed with Certificate of Title No. 1611.

Said lot 4 is subject to any rights acquired by the City of Brockton by reason of a taking, dated May 16, 1957, filed and registered as document #62014.

And it is further certified that said land is under the operation and provisions of Chapter 185 of the General Laws, and that the title of said MASSASOIT GREYHOUND ASSOCIATION INC to said land is registered under said Chapter, subject, however, to any of the encumbrances mentioned in Section forty-six of said Chapter, which may be subsisting, and subject also as aforesaid.

Witness ROBERT V. CAUCHON, Chief Justice of the Land Court at Plymouth, in said County of Plymouth, the 03rd day of APRIL in the year 1996 at 03:00PM

Attest, with the Seal of said Court,


Assistant Recorder.

Land Court Case No. 8319

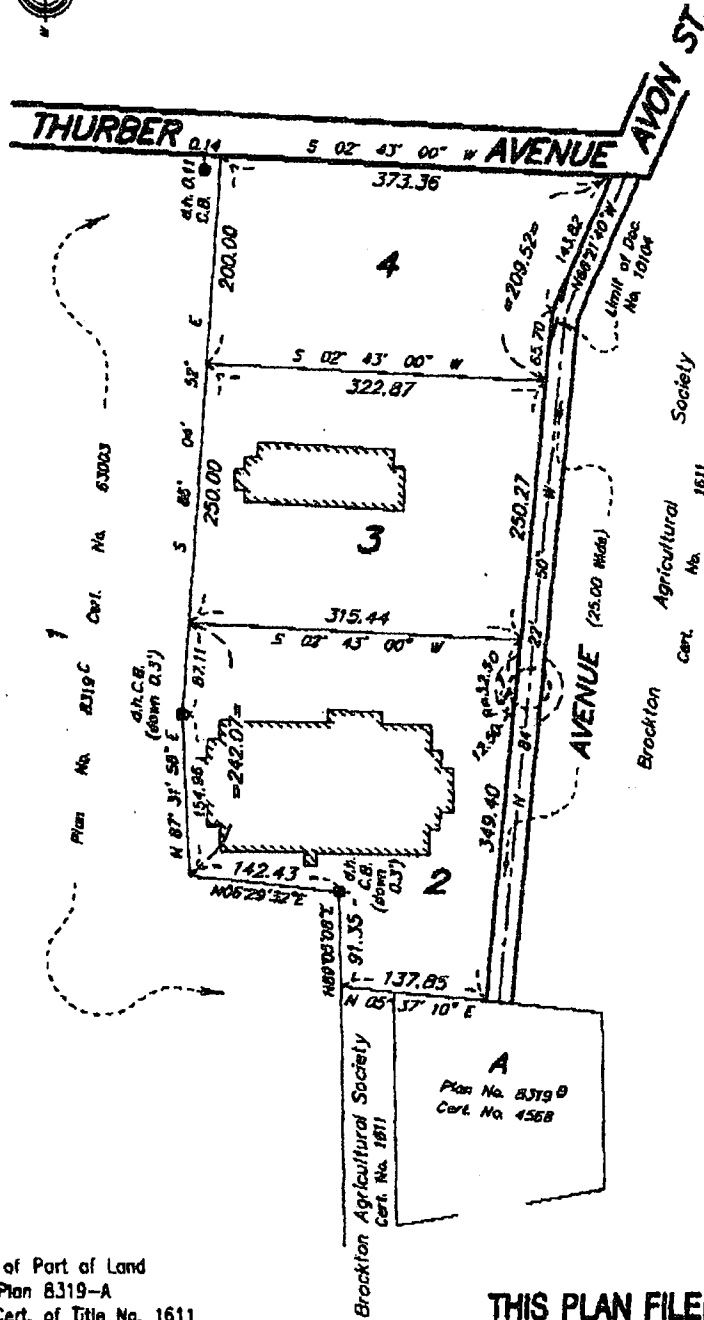
Address of Owner 1958 BROADWAY RAYNHAM MA 02767
Property Address BELMONT STREET BROCKTON MA 02401

SUBDIVISION PLAN OF LAND IN BROCKTON
 J.K. Holmgren & Associates Inc., Surveyors
 September 27, 1995

8319D



JUN 0 2 1998



Subdivision of Part of Land
 Shown on Plan 8319-A
 Filed with Cert. of Title No. 1611
 Registry District of Plymouth County

Separate certificates of title may be issued for land
 shown hereon as Lots 2, 3 and 4
 By the Court.

MARCH 21, 1996

James M. ...
 Deputy Registrar

JAV-001

THIS PLAN FILED WITH
 CERTIFICATE No. 1611

Copy of part of plan
 filed in
LAND REGISTRATION OFFICE
 MARCH 21, 1996
 Scale of this plan 120 feet to an inch
 Louis A. Moore, Engineer for Court

EXHIBIT 14(b)

HARNESS RACING APPLICATION

A list describing all agreements relating to the operation and control of all equipment, personal property or other operational matters.

1. Commercial Lease between Brockton Agricultural Society and Brockton Racing LLC for the Brockton Fairgrounds.
2. There are no other agreements in existence at this time. To the extent other agreements become known or are necessary, Brockton Racing will supplement this Exhibit before commencing racing.

EXHIBIT 15

HARNESS RACING APPLICATION

The Brockton Fairgrounds were approved for horse racing by the City of Brockton on June 23, 1941. The Brockton Fairgrounds thereafter conducted horse racing continuously from 1941 through to 1972, and then again during 2001. Copies of the City of Brockton's approval are on file with the former Massachusetts Racing Commission. Copies of the City of Brockton's approval will be obtained and re-submitted to the Massachusetts Gaming Commission.

EXHIBIT 18

HARNESS RACING APPLICATION

1. Brockton Racing, LLC will provide Driver Insurance during live race meets. The insurance will be provided by an insurance carrier in good standing in Massachusetts and acceptable to the Massachusetts Gaming Commission. Minimum coverage limits will be: Medical -- \$50,000.00; Weekly Disability Benefits -- \$250.00; Accidental Death & Dismemberment -- \$5,000. This coverage will be provided during each racing season on live race days as well as non-live days (training days).

2. For protection of patrons and employees, Brockton Racing, LLC will also maintain a comprehensive corporate insurance program that will provide the following types of insurance coverages in commercially reasonable amounts with insurance carriers in good standing in Massachusetts and acceptable to the Massachusetts Gaming Commission:
 - a. Employer's liability
 - b. Worker's compensation
 - c. General liability
 - d. Automobile liability
 - e. Excess liability

Since Brockton Racing, LLC is a newly formed entity, no policies for the coverages described above have yet been purchased. When they have been, the applicant will provide copies to the Commission.

EXHIBIT NO. 19
BROCKTON RACING LLC

IN ANSWER TO QUESTION NO. 19:

The Brockton Fairgrounds have existed since 1874 and are located on Belmont Street in Brockton, Plymouth County.

The Brockton Fairgrounds first conducted pari-mutuel horse racing in 1941. On July 9, 1966, a record crowd set an attendance record of 18,187, and a few years later on July 12, 1966, the all-time handle record was set at \$447,588. The last horse race meetings were conducted in 2001 by the Brockton Agricultural Society and the Middleborough Agricultural Society.

Today, the Brockton Fairgrounds contain approximately 40 acres of land and is currently improved with horse stalls/barns, race track, grandstand, and other buildings that were last renovated in connection with the 2001 horse racing meetings. Attached to Exhibit 14(a) are survey plans that show the Brockton Fairgrounds.

The following information is an approximation of existing conditions. The applicant will conduct an additional renovation project of the Brockton Fairgrounds before conducting its racing meeting to improve operations and facilities.

(a) Grandstand

- | | | |
|-----|---|----------------------------------|
| (1) | Seating Capacity: | Approximately 2,500 |
| | Box Seats: | Approximately 400 |
| | Reserved Seats: | 0 |
| | General Admission: | Approximately <u>2,100</u> |
| | Total | Approximately 2,500 |
| (2) | Is Grandstand enclosed: | No |
| (3) | Is Grandstand heated: | No |
| (4) | Is any portion of Grandstand Air Conditioned: | No |
| (5) | Type of construction of Grandstand: | Steel and concrete. |
| (6) | Ground area covered by the Grandstand: | Approximately 60,000 square feet |

(b) Club House – None

(c) Bleachers – None

(d) Parking Space:

- (1) Area: Approximately 15 acres
- (2) Automobile capacity: Approximately 4,000 cars
- (3) Is parking area lighted: yes.
- (4) Is parking area treated – and if so how: No.
- (5) Is parking area numbered; No.
- (6) Is charge made for parking, if so how much: TBD.
- (7) Are the parking area and walkways cleared of snow and ice: yes.

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

- (1) Grandstand 40 cash/sell 20 self-service terminals
- (2) Club House n/a
- (3) Other locations 40 cash/sell 4 self-service terminals

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

- (1) Grand Stand: Men's 40
 Women's 60

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

- (1) Yes, toilet facilities are connected to main city sewerage system.

(h) Number of outlets for fresh, pure drinking water for patrons in grandstand, clubhouse and/or other locations: 4

EXHIBIT NO. 20
BROCKTON RACING LLC

IN ANSWER TO QUESTION NO. 20:

Before conducting racing meetings the applicant will submit a more detailed security plan for the Commission's approval. That security plan will identify the specific number of uniformed and plain clothes police officers, security systems including cash room measures, and the applicant's in-house security personnel. That security plan will provide, at all times, sufficient security personnel and measures in place to ensure the public safety both at the facility and in traveling to and from the facility.

The premises will primarily be secured by in-house security personnel but may also be patrolled by uniformed Brockton Police Department officers and the applicant's in-house security personnel.

During racing hours the above personnel will rely upon their law enforcement expertise and training for the detection and suppression of illegal gambling, barring of pick-pockets, touts and other undesirable characters.

All security systems and measures, including traffic control, will be instituted in consultation with the City of Brockton and the Massachusetts State Police, and will be reviewed daily and adjusted as necessary.

Access to the stable area and other restricted areas will be limited to authorized personnel who will be required to stop and show a photo identification badge issued by our security department. The photo identification badges will be issued by our security department only after an individual is licensed by the Massachusetts Gaming Commission.

The stable area will be completely enclosed by a 10 foot high cyclone fence. Throughout the conduct of the live racing the stable area will be guarded twenty-four hours a day by trained security personnel. Security checks will be conducted of each person who enters/exits the stable area.

The stable area will also be checked periodically by the Brockton Police Department which makes the area part of its regular police patrol.

EXHIBIT NO. 21
BROCKTON RACING LLC

IN ANSWER TO QUESTION NO. 21:

The following information is an approximation of existing conditions. The applicant will conduct an additional renovation project of the Brockton Fairgrounds before conducting its racing meeting to improve operations and facilities and to comply with Massachusetts racing regulations.

- (a) 5/8 mile oval with chute
- (b) 1
- (c) 6 permanent. The stable area contains six (6) steel and concrete buildings plus additional portable stalls. The entire area (is/will be) completely enclosed with a chain link fence.
- (d) 150 permanent; 150 portable
- (e) Approximately 25
- (f) TBD after renovations
- (g) TBD after renovations
- (h) 3 showers and 6 toilets
- (i) Hoses, spigots, fire hydrants and firefighters who will be on duty daily during racing hours of operation
- (j)-(o) TBD after renovations.

EXHIBIT 22

HARNESS RACING APPLICATION

There are no equipment agreements in existence at this time. Brockton Racing will supplement this Exhibit with specific agreements and trade names of all equipment before commencing racing.

EXHIBIT 23

HARNESS RACING APPLICATION

1. A copy of the employee handbook for several of the horse racing entities affiliated with applicant's owner, Raynham Member, Inc., is attached as Exhibit 23(a). An employee handbook substantially similar will be utilized by Brockton Racing, LLC.
2. A copy of the policies and procedures related to wagers and handling of money for the horse racing entities affiliated with applicant's owner, Raynham Member, Inc., are attached as Exhibit 23(b). Substantially similar policies and procedures will be utilized by Brockton Racing, LLC.
3. An affiliate of Raynham Member, Inc. is Greenwood Gaming and Entertainment, Inc. ("GGE"), which is a casino licensee in Pennsylvania. GGE has established an Audit Committee and a Compliance Committee. There are no charters for either committee. The members of both committees are the same, namely, Terrence A. Everett, David C. Budd and Richard J. Kendle. All members are non-executive directors of GGE's parent corporation, Greenwood Racing, Inc. The Compliance Committee meets monthly with GGE's general counsel, director of internal audit and director of surveillance. Minutes of each meeting are prepared and are filed with the Pennsylvania Gaming Control Board monthly. The Audit Committee meets as required on an irregular basis to review relevant financial matters, such as approval of the external auditor's interim and annual reports and of the annual audited financial statements. As appropriate, these audit and compliance functions and procedures of these two committees will be incorporated into the operations and oversight of Brockton Racing, LLC. AN example of the GGE Compliance Committee monthly minutes is attached as Exhibit 23(c).
4. As a casino licensee in Pennsylvania, GGE maintains a comprehensive system of detailed written internal controls which are approved by the Pennsylvania Gaming Control Board. These internal controls are reviewed annual by Greenwood Racing, Inc.'s external auditors, who annually issue a report determining that the controls are adequate. The applicant believes that this is confirmation that industry standards for business and financial practices, procedures and controls are being met. Similar controls appropriate for the harness racing operation will be implemented.

This Playbook is prepared for all Hourly Paid Team Members in the following Companies:

Bensalem Park Maintenance LTD (Excluding EVS)

Keystone Park Services Co.

Racetrack Food Services, Inc.

Turf Club Services, Inc.

Thoroughbred Services, Inc.



THE PLAYBOOK

Please note the Playbook is subject to change at any time. While we will try to notify you before changes are made this may not always be possible. For the latest version please contact your Supervisor or HR Department.

team member handbook

2013

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6	Our Core Values
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7	Guest Complaints
7	Guest Surveys/Secret Shoppers
7	Diversity Policy
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10	Joining the Company
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WELCOME TO THE TEAM

Dear Team Member,

It is with great pleasure that we welcome you as a new member of our family! We are delighted that you have chosen to accept our offer of employment and believe that this is the beginning of a great partnership. Your personal and professional qualities are the reason you were chosen. We are committed to building relationships with both Team Members and Guests and offering unparalleled guest service and it is your ability to shine on the job that makes the difference and will allow us to be the best.

As you embark on this new journey, through and beyond the orientation and training processes, keep in mind that you are a valuable member of the team and that we are committed to helping you make a successful transition into our company. Key to this success is appropriate support. It is our responsibility to ensure that we provide you with the tools and knowledge necessary for you to perform your job, attain your goals and enjoy your work environment. It is your job to understand what is expected of you in terms of behavior and performance.

In the next few weeks you will meet many new colleagues, among them your supervisors and managers. Feel free to express to them what you need in order to carry-out your duties. Your success is largely dependent on your understanding of the expectations laid out for you.

Most important of all is to have fun. We spend a good portion of our day at work and if we do not enjoy the time that we are here, our guests will not enjoy the time that they are here. If you feel comfortable, happy, safe and secure, this will transfer to our guests. What reason would they then have to go elsewhere?

Please use this Handbook as a guide to find out how the Company works and as an overview of our important policies and procedures. Your Supervisor is your most valuable resource for guidance and information. On behalf of everyone here, we wish you success in your job and we hope you will have a long and rewarding career with us.

From all your fellow Team Members

ABOUT THIS HANDBOOK

This Handbook is designed to provide an overview of our Company and its policies. It is private and confidential and for your use only. Please take the time to read it and keep it for future reference. The information included is a summary of our policies, procedures and an overview of benefits plans.

The information contained in this document is provided to assist you in becoming familiar with our Company. It has been written for the benefit of all Team Members who may work in different jobs in different locations and there will be sections of it that do not apply to you. For example many of you are subject to the provisions of a Collective Bargaining Agreement which affords you different Terms & Conditions. Another example is licensing – some of you will need a gaming license, some a racing license, some both. Please do not hesitate to check with your Supervisor if you have any questions. There may also be some departmental policies not included in this document which also apply to you and which will be given to you by your Supervisor or Department Head.

The Company reserves the right to modify or discontinue, with or without notice, any policy, practice, procedure, or plan in an effort to be a responsible employer, to be in compliance with all applicable local, state and federal laws, and to maintain effective business strategies. We will make every effort to communicate to you the information you need to do your job. The only exception to this statement regarding the Company's right to revise its policies is the policy of at-will employment. That policy cannot be altered except by a written document signed by a senior executive designated by the Company.

This Handbook is not a contract for employment and does not guarantee employment. Unless your position is covered by a collective bargaining agreement or by a separate agreement signed by you and a representative of the Company, your employment is "AT-WILL" and either you or the Company may end your employment at any time, for any reason, with or without cause, and with or without notice. You will be informed by your Supervisor if your position is covered by a Collective Bargaining Agreement and when it expires.

All representations by any Manager or other Team Member of the Company that conflict in any way with anything set forth in this handbook are invalid unless specifically agreed to in writing by a Senior Executive in the Company. This handbook supersedes all prior oral and/or written policies, procedures, rules, regulations, commitments and practices by the Company.

Each Team Member plays an important role in our success. We encourage Team Members and management to maintain open lines of communication and to resolve issues in a timely and equitable manner. If you have any concerns or questions, please speak with your immediate Supervisor(s), Department Head, or the Director of Human Resources.

OUR PRE-GAME PLAN

OUR GOALS AND OBJECTIVES

- To build relationships with every Guest and deliver service that exceeds their expectations.
- To employ high quality Team Members throughout the Organization and to offer them training consistent with the Company's requirements.
- To achieve and maintain a significant market share of the Regional entertainment and gaming market.
- To establish a diverse workforce by providing equal opportunity in all phases of employment without regard to, for example, race, color, religion, gender, national origin, age or the disability of an otherwise qualified person. To further promote diversity by ensuring equality of opportunity in the procurement of contractors, sub-contractors, agents, vendors and suppliers.
- To be receptive to the constructive suggestions of our Team Members that relate to the job, procedures, working conditions or company policies and to have clear lines of communications between Team Members and their immediate Supervisors or Department Heads.
- To be a good neighbor to the local surrounding communities by various methods including charitable donations, employing local people, using neighborhood services and encouraging our Team Members to participate in local activities.

OUR CORE VALUES

Our core values define the Company's character and spirit. They guide our actions, our attitude and all aspects of job performance. Our commitment to these principles gives us the edge—we are the champions of service and entertainment!

Guest Service

To provide a friendly, professional and knowledgeable service at all times.

Integrity

We will be judged by honesty of our actions at all levels of the organization.

Teamwork

We will all work together and support each other at all times.

Innovation

The Company will continually improve guest service by using the expertise and suggestions of it's workforce and the latest technology available.

RESPONSIBLE NEIGHBOR

The Company is committed to being a productive and responsible partner with our neighbors in Bensalem and the Greater Delaware Valley area. This commitment involves partnerships and relationships with various Pennsylvania charitable and civic organizations. In this respect the Company makes significant charitable donations every year. We are also proud that our operation generates hundreds of millions of dollars in tax revenue each year to go towards property tax relief and to benefit schools, road improvement plans and other vital community programs, both locally and throughout Pennsylvania.

Part of being a responsible neighbor is developing good relationships with your local community and, to that end, we have demonstrated our commitment by employing hundreds of local residents and by using a number of local businesses to provide goods and services. We also sponsor several local school students with generous scholarships and work experience programs.

Our commitment to our Guests and our neighbors includes providing a safe entertainment experience. Our Responsible Gaming Program, developed in partnership with the Council on Compulsive Gambling of Pennsylvania (CCGP), strives to prevent problem and underage gambling. Please refer to our *Responsible Gaming Program* overview in this Handbook for more details.

GUEST COMPLAINTS

In the event of a Guest complaint or inquiry you should be prepared to listen carefully and then deal with it in a positive, responsive, and professional manner. If a problem arises, you should attempt to explain the Company's position in a clear, yet deferential manner. If a Guest becomes unreasonable or abusive and you cannot resolve the problem, they should be referred to your Supervisor.

GUEST SURVEYS/SECRET SHOPPERS

Such is our commitment to excellent guest service we regularly carry out surveys where we contact regular Guests and solicit their opinions about our performance. We also contract with outside agencies that carry out "secret shopper" visits and rank our Team Members based on the levels of guest service they receive.

DIVERSITY POLICY

The Company is committed to a Diversity Policy that provides Equal Employment and Business Opportunities to all segments of the community, maintains a discrimination free workplace and creates a welcoming atmosphere to all Guests.

It is our policy to ensure that Team Members are recruited, hired, trained and promoted without regard to race, creed, color, national origin, ancestry, age, religion, marital status, pregnancy, sexual orientation, genetic information, mental or physical disability, sex, medical condition, military status, or because of any other category protected by law.

Our Diversity Policy also applies to all outside agencies. We aim to ensure equality of opportunity in the procurement of all vendors, suppliers, contractors, sub-contractors, assignees, lessees and agents. Our purchasing and contracting decisions will be made in a completely non-discriminating manner.

Our Diversity Director has overall responsibility for monitoring this plan. If a Team Member believes they may have been discriminated against in violation of these principles they should contact the Director of Human Resources.

A full copy of our Diversity Policy is available at the Human Resources Department, or from the office of the Director of Diversity.

THE KICK OFF: GETTING STARTED

INTRODUCTION

Welcome to the Company. You are now a valued member of our team and our goal is to provide our Guests with the best possible product and service.

Our commitment to excellence begins with understanding the responsibilities of your position and being aware of some of the key procedures. These will be explained to you during your Company orientation and your Departmental orientation.

When you accept a job in our Organization you commit to presenting yourself in a professional manner and offering the best possible service to our Guests. In doing so, you must be able to work as part of a team, follow work rules and procedures and be prepared to accept direction and constructive suggestions from your Supervisor(s).

You are also required to undergo all appropriate training programs considered necessary by the Company, part of which may include certain examinations which will help us identify your suitability to perform your job to our satisfaction and to determine future training requirements.

Weekly departmental schedules for the following week are normally posted by Friday and you are responsible for your shift. If you cannot make your shift it is your responsibility to find a replacement. If your replacement does not show up for that shift you are responsible and must accept the consequences.

Paychecks are delivered to individual departments every other Friday and are available for pick up. Your Manager or Supervisor will advise you how and when you can pick up your paycheck. Please see your Manager or Supervisor for paychecks. You may be required to produce your license before a paycheck is issued. No one may pick up your check for you. Discrepancies should be reported to your Manager or Supervisor immediately.

Team Members who are paid via Direct Deposit will not receive paper paychecks. Earning statements may be accessed on-line via the Team Member Self Service System.

With this tool you will be able to:

- View (and print) your earnings statements on-line
- Change your address
- Add Emergency Contacts
- Add/Update/Delete Direct Deposit Account Information
- Change your Federal W4 Information
- Access quick links to your 401k and Health Benefits websites

To access the system, please use this URL: <https://sss2.ceridian.com/greenracing>

USERNAME: First Initial of First Name + Full Last Name + Last 4 Digits of SSN

DEFAULT PASSWORD: Last 4 digits of your Social Security Number

JOINING THE COMPANY

When joining the Company you are required to complete an Employment Application form, which you shall verify to be true and accurate, and also complete an I-9 and a W-4 Form. Withholding relevant information, giving false information or failing to answer any associated questions honestly may subject you to dismissal. During the course of your employment, you should inform the Payroll Department immediately of any changes to the following:

- Home address and telephone number
- Name
- Beneficiaries
- Emergency contact or next of kin
- Number of Income Tax exemptions

You may, at your option, advise of your marital status and number of dependents and any changes thereto. This may be important with respect to health care coverage for any new dependants.

REFERENCES

You will be required to provide the names and addresses of your previous and/or current employers. Your employment may be subject to receipt of references from those former or current Employers which are satisfactory to the Company.

COLLECTIVE BARGAINING AGREEMENTS

Please be aware that some Departments have signed Collective Bargaining Agreements with unions and some of the policies contained in this Handbook may not apply to you and/or may be modified by the Collective Bargaining Agreement. If you are covered by a Collective Bargaining Agreement, the policies contained in this handbook will apply to you only to the extent they are not inconsistent with the applicable Collective Bargaining Agreement. This Handbook does not include a discussion of any terms and conditions that are covered in any Collective Bargaining Agreement. If you have any questions on this matter please direct them to your Supervisor or the Human Resources Department.

EQUAL EMPLOYMENT OPPORTUNITY

The Company is an Equal Employment Opportunity employer and will comply with all federal, state and local EEO laws and regulations. It is our policy to provide equal opportunity to all qualified persons without regard to race, color, religion, gender, genetic information, national origin, age, disability or other characteristic protected by law. The Company will not tolerate employment discrimination based upon these criteria by its Management or Team Members, and where it is appropriate, will take disciplinary action against any individual who engages in such discrimination.

Our EEO policy applies to all personnel policies and employment related decisions, including, but not limited to, hiring, promotion, compensation, benefits, termination and job training. Additionally, this

policy shall be applied to every phase of Team Member recruitment, including employment agencies, labor organizations and advertising.

We firmly believe in the principles of equal opportunity and nondiscrimination employment. The Company adheres to its EEO policy as a matter of sound business practice and civic responsibility.

Our commitment to complying with the Americans with Disabilities Act (ADA) and providing top-notch service includes providing professional and courteous service to persons with disabilities—as Guests and as Team Members—by providing reasonable accommodations as required by law.

While the Company has the primary responsibility for providing equal opportunities, our Team Members have responsibilities, too. Good working relationships depend on Team Members as much as on Management. Our Team Members' attitudes and activities are very important in ensuring that the policy's goals and objectives are achieved.

The following actions will be regarded as gross misconduct, and will subject the individual concerned to disciplinary action, up to and including termination:

- a) Discrimination in the course of employment against fellow Team Members or job applicants on the basis of religion, race, color, national origin, gender, age or the disability of an otherwise qualified individual.
- b) Inducing or attempting to induce other Team Members to practice unlawful discrimination.
- c) Retaliating against individuals who have made allegations, reports, or complaints of discrimination on the basis of religion, race, color, national origin, gender, age or disability or against individuals who have provided information about such discrimination.

All instances of unlawful discrimination should be promptly reported to your Supervisor or Manager and Human Resources Department. All claims of discrimination will be promptly and thoroughly investigated. After reviewing all the evidence, a determination will be made concerning whether reasonable grounds exist to believe that discrimination has occurred. Appropriate action will be taken to remedy the injury, if any, to the Team Member subjected to the discrimination. It is the obligation of all Team Members to cooperate fully in the internal investigation process. Of course, all actions taken to resolve complaints of discrimination will be conducted confidentially to the extent possible. Any individual can raise concerns and make reports without fear of reprisal.

HARASSMENT-FREE WORKPLACE

The Company expressly prohibits harassment of any form. Our Company does not tolerate harassment or discrimination of Team Members by other Team Members, Guests, or any person we conduct business with. We have zero tolerance policy and do not tolerate discrimination or harassment based on race, color, sex, age, religion, ancestry, national origin, disability, sexual orientation, service in the U.S. Armed Forces, or any other status or condition protected by federal, state or local law.

We strive to provide an environment that is free from all forms of unlawful harassment and one that encourages efficient, productive and creative work. To that end, we emphasize in the strongest possible

terms that all harassment, including sexual harassment, a form of illegal sex discrimination is strictly prohibited and will not be tolerated here.

Sexual Harassment is defined as unwanted sexual advances, or visual, verbal or physical conduct of a sexual nature and includes, but is not limited to, the following behavior(s):

- Verbal conduct such as epithets, derogatory jokes, comments, slurs, threats or unwanted sexual advances, requests for sexual favors, invitations, or sexual comments;
- Visual conduct that is derogatory or sexually-oriented;
- Other physical conduct such as assault, unwanted touching, blocking normal movement or interfering with one's work;
- Retaliation for reporting or threatening to report harassment.
- Requests for sexual favors or unwanted sexual advances; and
- Any other conduct that unreasonably interferes with an Team Member's performance of his or her job or that creates an intimidating, hostile or offensive working environment

Even a consensual relationship between the harasser and the victim may unwittingly or otherwise involve sexual harassment. For example, if the victim agrees to sexual behavior out of fear of retaliation, the conduct of the other party may still constitute sexual harassment despite the victim's consent. The focus is on whether the conduct was unwelcome, not consensual.

No Team Member may:

- Make submission to conduct, either explicitly or implicitly, a term or condition of an individual's employment;
- Make submission to or rejection of such conduct by an individual the basis for employment decision affecting such individual;
- Allow such conduct to have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

We are counting on your assistance in keeping our environment free of harassment and discrimination. If you feel that you have been subjected to harassment of any kind or you are aware of the harassment of or discrimination against another person, notify your Manager(s) or Human Resources immediately. If you are being harassed, we recommend that you should do the following:

1. Tell the harasser that his or her behavior is unwelcome and ask him or her to stop.
2. Keep a record of incidents (dates, times, locations, possible witnesses, what happened, your response). A record of events is not mandatory—but it could help you remember details over time.

3. File a complaint. Speak with your Supervisor(s), Department Head or the Director of Human Resources. Human Resources is required to forward all complaints of this nature to the Legal Department.

You are required to report any complaint of harassment to your Supervisor, a manager or to Human Resources and allow us the opportunity to resolve any complaint or situation. We will promptly investigate all complaints of harassment or discrimination. After reviewing all the evidence, a determination will be made concerning whether reasonable grounds exist to believe that discrimination and/or harassment has occurred. If it is determined that a violation of our policy has occurred, appropriate corrective action will be taken, up to and including termination. Complaints will be kept confidential within the scope of the investigation to the extent possible. It is the obligation of all Team Members to cooperate fully in the internal investigation process.

The Company considers any unlawful harassment or unlawful discrimination to be a major offense which can result in disciplinary action for the offender, up to and including discharge. In addition, disciplinary action will be taken against any Team Member who attempts to discourage or prevent another Team Member from bringing unlawful harassment or unlawful discrimination to the attention of management. The Company wants to assure all of its Team Members that measures will be undertaken to protect those who complain about harassment and/or discrimination from any further acts of harassment, discrimination, coercion or intimidation, and from retaliation due to their reporting in good faith an incident of this type or participating in good faith in an investigation or proceeding concerning the alleged harassment or discrimination.

We will not hesitate to involve local law enforcement officials if there is concern regarding Team Member safety.

We prohibit any form of retaliation against Team Members for filing a complaint under this policy or for assisting in an investigation. If you feel you have been retaliated against, immediately report the situation to Human Resources. Any retaliatory action toward a person who files a complaint or participates in an investigation will result in corrective counseling, up to and including termination.

RETALIATION

No Team Member may retaliate in any manner against another Team Member directly or indirectly as a result of any complaint or report of illegal, improper or prohibited conduct. Federal and state laws, including the 1964 Civil Rights Act, as amended, and the Americans with Disabilities Act (ADA) protect Team Members from being subjected to retaliatory actions or behavior. Retaliation is also strictly prohibited against anyone working at our organization.

AMERICANS WITH DISABILITY ACT

Our Company is committed to providing equal opportunities to all Team Members. This commitment includes complying with the mandates of the Americans with Disability Act of 1990 (ADA), the Americans with Disability Act Amendments Act of 2008 (ADAAA) and any applicable state laws. Qualified Team Members or prospective Team Members with disabilities may request accommodations in order to perform essential functions of their job or to gain access to the hiring process. Such requests should be made to Human Resources and the Team Member's manager. The Company will reasonably accommodate the known disability of an otherwise qualified applicant or Team Member with a disability unless the accommodation would impose an undue hardship on its business operation.

LICENSING

Before starting work all Team Members must obtain either a gaming license, a racing license or both. Your Supervisor will advise you what sort of license you require.

RACING LICENSE

Some Team Members are required to obtain and maintain a Racing Commission license in compliance with all Pennsylvania State Horse Racing Commission regulations. You are required to have your Racing ID with you at all times while working and it must be presented upon request by a Supervisor, security personnel, state police, a PSHR agent or a TRPB agent.

GAMING LICENSE

Some Team Members are required to obtain and maintain either a Gaming or Non-Gaming license in compliance with Pennsylvania Gaming Control Board (PGCB) regulations. You will be advised which license you require. You are required to have your gaming identification badge with you at all times while on the job, and it must be presented upon request by a Supervisor, security personnel, state police or an agent of the PGCB. A Gaming License is valid for (3) years and must be renewed PRIOR to its expiration date. A Non-Gaming License is valid for four (4) years and, again, must be renewed prior to the expiration date.

PGCB regulations require certain job classifications to wear identification to show proper authorization to work in restricted areas—your licensing requirements may change if you transfer into a different position. Your license must be kept current in order to maintain your employment eligibility. Failure to have all required licenses could result in immediate termination.

During your initial employment processing, the Company will provide you with a loan to pay your initial licensing fees provided that you sign an agreement stating that if you leave the Company before one full year of service, you authorize the Company to deduct the amount of the outstanding loan owed. The amount of the loan owed will be reduced 1/12 for each full month of service completed. Thus, if you complete one full year of service, the loan for the initial licensing fees will be forgiven in its entirety. Please check with your Supervisor or the Human Resources Department for specific licensing registration and renewal information.

If you lose your license(s), the state requires you to pay a replacement fee to have it replaced. You must report any lost license immediately to your Supervisor and the HR Office so the state can issue a replacement.

Furthermore, if while you are employed with us, you are arrested, you MUST report this to your Supervisor and the Human Resources office so the proper procedure can be followed with the PGCB. Failure to do so may result in the Gaming Control Board revoking your license and thus compromising your inability to remain a Team Member here.

DRIVERS LICENSE AND DRIVING RECORD

Any Team Member whose work requires the operation of any motor vehicle (be it Company owned or, in the case of Valet Parking, owned by a Guest) must present and maintain a valid driver's license. Any changes in the status of your license or driving record must be reported to the Human Resources Department immediately.

The Company maintains insurance coverage for Team Members who are expected to drive company vehicles as part of their job duties.

If a Team Member whose position involves any driving is unable to maintain a valid Pennsylvania driver's license, obtain or maintain insurance coverage for his or her own vehicle, and/or is declined coverage as a driver by the Company's insurance carrier, management shall decide whether that Team Member will be terminated, retained, transferred, or have his or her hours adjusted based upon management's judgment of the Company's needs.

Team Members are required to obey all traffic laws while driving on Company business. This means that Team Members may not use a cell phone while driving without a hands-free device. In addition, Team Members may not write, send, or read text-based communications on a wireless device or cell phone while driving. Team Members who have "at fault" accidents or who receive traffic citations while driving on Company business may be disciplined up to and including termination, even for a first accident or citation, at the discretion of the Company. Team Members who fail to use a seat belt as a driver or passenger in any vehicle or who improperly communicate via cell phone or on a wireless device while driving on Company business will be disciplined up to and including discharge.

TEAM MEMBER NAMETAGS

An important part of our efforts to build relationships with Guest and co-workers is wearing nametags. Wear your nametag at all times while on duty. Nametags should be worn in a visible area on your outermost layer of clothing as required by your department. Speak to your Supervisor immediately about replacing a broken, tattered or lost nametag. There will be a replacement fee for a nametag.

TEAM MEMBER BADGES

The Identification badge issued by the Company must be with you at all times while on duty. You may not use someone else's badge or loan yours to another person. If you are promoted or transferred into a new department, you will be issued another badge with no charge. If you lose your badge notify your Supervisor immediately. There is a \$5 charge for replacing the name badge, \$10 for the swipe card and \$25 for a Racing or Gaming License.

EMPLOYMENT OF MINORS

In compliance with Pennsylvania state law, we cannot employ any person under the age of 18. The penalties for violating this law are severe; please notify your Supervisor immediately if you are aware of any minor Team Member working.

ALCOHOL AWARENESS

It is the policy of the Company to maintain an Alcohol Awareness policy for its Team Members. Its goals are as follows:

- To provide a safe and pleasant environment for all Team Members and Guests.
- To minimize the occurrence of intoxication by Guests.

- To provide Alcohol Awareness training for all relevant staff (i.e. Bar staff, Security, etc...)

Depending on the position you hold with the Company you may be required to undertake certain training programs, complete course examinations and receive certain minimum examination scores.

The full Alcohol Awareness Program is available from Human Resources and you may direct any questions on this subject to them or your immediate Supervisor(s).

ABSENTEEISM & TARDINESS

It is vital to our success that you are on the job to provide great Guest service. All Team Members must consistently work shifts as scheduled and assigned. When you are away from work unexpectedly, it impairs the Company's ability to provide an outstanding Guest experience, burdens fellow Team Members, and increases operating costs.

Your Supervisor will explain your shifts and hours to you which, in most cases, will be in line with any relevant collective Bargaining Agreement. If you fail to meet your obligation, progressive discipline up to and including termination will be imposed.

APPEARANCE GUIDELINES

Your appearance is an important part of the overall experience here. A clean, well-groomed, professional appearance is essential in projecting the correct image to our Guests.

You represent the Company when you interact with Guests, other Team Members and individuals that here do business. We have developed the following appearance, grooming and personal habit standards to consistently present a professional and positive image. We respect your ability to exercise good judgment and the concept of personal choice as it applies to the acceptable guidelines listed below. Some Departments have certain occupational issues with respect to uniforms and appearance and these will be communicated when applicable.

Appearance Guidelines

The following rules apply to every Team Member's appearance and attire. You are expected to appear poised, professional, and confident while performing your job. Management reserves the right to amend this policy at any time depending upon the situation and the department.

- Your weight and height must be proportional so that you project a healthy and positive image.
- You are to dress appropriately based upon your position with special attention to maintaining clean clothing and personal hygiene.
- With a physician's note, you may be permitted to wear sunglasses or glasses with darkly tinted lenses inside the building; the Company reserves the right, in compliance with all applicable law, to determine whether certain job classifications may not be filled by Team Members who have a medical condition requiring the wearing of sunglasses inside the building.

- T-shirts are allowed as undershirts only and cannot be visible. Shirt-tails must be neatly tucked into your trousers at all times and pants must be belted at the waist. Your pants cannot be longer than the heel of your shoe.
- You must wear proper footwear at all times. Shoes must be shined and clean. No flip-flops nor beach sandals. Speak with your Supervisor(s) if you have special footwear needs.
- Wear subtle fragrances only, to avoid overpowering co-workers and Guests.
- Only decals, stickers and ornaments issued by the Company are allowed on your badges and they must not block the view of your identifying information.
- You are not permitted to chew gum, eat, drink, smoke or have long conversations with co-workers, in view of our Guests.
- Visible tattoos and body piercings (except earrings as referred to below) are generally not permissible (exceptions must be approved by a member of our management team based upon the Team Member's position). You may be asked to cover up visible tattoos.

Uniforms

If you are issued a uniform, you are expected to wear all pieces as issued and required to wear shoes that comply with your department's style and color standards. In some positions, female Team Members may be required to wear a shoe with a minimum two-inch heel height. Unless a Departmental requirement, bare legs are not permitted for uniformed Team Members. Take care of your uniform and be sure it is clean, neat, pressed and in good condition at all times. You will be held financially responsible for any damaged or lost garments. Uniformed Team Members must be properly dressed at all times in public areas, even when coming on and going off shift.

Non-Uniformed Team Members

If you wear your own clothing you are expected to present a well-groomed, professional appearance appropriate for your position. Each department's dress requirements will vary. Check with your Supervisor(s) for specific guidance. Generally, the following business attire guidelines apply (management reserves the right to deem items not listed below as unacceptable):

- No t-shirts sweat shirts or "hoodies," wild tropical tops, shirts advertising other companies or organizations, jeans or denim slacks or overalls, jogging or sweat suits, shorts, spandex, flip-flops or athletic shoes.
- Hats or caps are not permitted.

Dress Standards - Suits

- Dark-colored in the color families of black, grey, brown, blue and green.
 - Suits must be proper and made up of a blazer and pants/skirt/dress. This means that the jacket and pants/skirt/dress must be constructed of the exact same material.
 - Business – like pin stripes and subtle patterns are permitted.
- Shirts for males – must be white, front button-down dress shirt with turn-down collar.
- Ties for males – must be of an appropriate, tasteful, professional, business style and color.
- Shirts for females – may be any color and style with an appropriate, business neckline, meaning that no cleavage may be visible.
 - Scarves may be worn and must be of an appropriate, tasteful, professional business style and color

- Shoes and footwear – must be dark and of a color that compliments your suit color. Conservative walking shoes, dress shoes, oxfords, loafers, boots, flats, dress heels and backless shoes are acceptable for work. Not wearing stockings or socks is inappropriate. Athletic shoes, tennis shoes, thongs, flip flops and slippers are not acceptable.

Men's Hairstyles

- Must be a neat, natural style with no extreme lengths, styles and/or colors or partially shaved styles.
- Hair should not hang longer than the bottom of the shirt collar in the back.
- Goatees and mustaches must be neatly trimmed and clipped. No extreme mustache styles, unshaven looks, nor full beards are allowed.
- You must adhere to your department's beard or facial hair restrictions as related to state health standards for food handlers.
- Your hair cannot block your vision.

Men's Hygiene

- Your fingernails must be clean, presentable and neatly trimmed—not extending beyond the tips of the finger. Clear polish is permitted.

Men's Jewelry

- You may wear jewelry as long as it is in good taste, conforms to your department's standards and does not interfere with your job performance.
- Earrings, nose rings, or other facial piercings are not permitted.
- You must receive approval from your Supervisor before wearing pins with logos or symbols.

Women's Hairstyles

- Your hair must be neat, clean and well styled. Your hairstyle must be neatly combed and in a style that is symmetrical and balanced—no extreme or bi-level styles.
- Your hair may only be teased or backcombed minimally for body and shape.
- Your hair cannot block your vision or cover your Team Member identification badge or nametag.
- Large or ornate hair ornaments or accessories are not permitted.
- Your hair length, color and style must be conventional. Other natural hairstyles (such as locks, twists, and braids) are acceptable as long as they comply with our image.

Women's Hygiene

- Your fingernails must be clean, presentable and neatly trimmed—not extending more than one-half of an inch beyond the tips of the finger.
- Fingernails should be clean and neatly trimmed at all times so as not to interfere with job duties.
- Nail polish should be subtle in color and design, and nails may not exceed one inch in length from the cuticle.

Women's Jewelry

- You may wear jewelry as long as it is in good taste, conforms to your department's standards and does not interfere with your job performance.
- You may wear matching earrings that coordinate with your clothing, one earring per ear.
- Nose rings, or other facial piercings are not permitted, including tongue piercings.
- You must receive approval from your Supervisor(s) before wearing pins with logos or symbols.

Medical Exceptions

If any medical condition prevents you from complying with a Company appearance standard, present a note from your doctor to the Human Resources Department. Human Resources will keep a copy and notify your Supervisor(s) of exception. If there is an occupational or any other reason we cannot allow the exception you will be notified.

Complying with the Appearance Standards

We reserve the right to consider your appearance, attire or grooming out of compliance whether your specific issue is expressly prohibited by our policy or not. Your Supervisor(s) will notify you of any area of non-compliance. If you continue to be out of compliance you may face disciplinary action and be sent home. Speak directly with your Supervisor(s) to clarify any appearance requirements and standards and to maintain compliance at all times.

EMPLOYMENT STATUS CATEGORIES

The Company classifies Team Members to clarify employment status and benefit eligibility. Wage and hour laws classify Team Members into certain categories to determine eligibility for overtime payment and certain other benefits in compliance with the Fair Labor Standards Act (FLSA).

Non-exempt Team Members are paid time and one-half for all hours worked over 40 hours in a workweek. They may be salaried but usually are hourly paid and generally perform operational positions as defined by FLSA.

Exempt Team Members:

- Are not paid an hourly wage but receive a salary.
- Typically hold executive, professional or administrative positions
- Are not paid any additional compensation (such as overtime) for hours worked in excess of 40 in a workweek.
- May be exempted from other provisions of the FLSA.

In addition to being non-exempt or exempt, we classify our Team Members into the following categories:

- **Regular Full-Time:** Team Members who work at least 35 hours each week.
- **Regular Part-Time:** Team Members who work less than 35 hours each week.
- **Casual:** Team Members who have an employment relationship with our company, but who are assigned to work on an intermittent basis.

All Team Members are covered by Workers' Compensation insurance and Social Security contributions are made on their behalf, as required by law. Eligibility requirements for all other benefits programs are contained elsewhere in this Handbook and maybe dictated by the respective Plan Documents and Summary Plan Descriptions, where applicable, which are available and kept current in the Payroll Department.

PAY PRACTICES

The Company makes every effort to pay you the correct amount each pay period. All Team Members are normally paid on a bi-weekly basis and your Supervisor(s) will inform you on how and where to pick

up your paycheck or, for those paid by Direct Deposit, how to access pay details via the Team Member Self Service System.

We will execute all garnishments, tax levies, and support orders we receive in accordance with applicable state and federal laws. The Company is required by law to process legal garnishments against the wages of a Team Member. We will not discriminate or take action against a Team Member due to garnishments and wage assignments. Your paycheck deduction information will be kept in the strictest confidence. The law requires us to make certain deductions from your pay including federal income taxes and state income taxes, where applicable. We must also deduct Social Security taxes from each paycheck up to a specified limit. We match the amount of Social Security taxes paid by each Team Member.

If you discover a mistake in your paycheck, please notify your Supervisor immediately. In the case of a loss or theft of a paycheck notify the Payroll Department **immediately**. They will stop payment and issue a new one. A new check will take up to one week to be issued. However, the Team Member is solely responsible for the loss or theft of a check if the Company cannot stop payment on it.

You can take advantage of the convenience and ease of direct deposit payroll service. You can choose to have your paycheck deposited automatically, at no charge, directly into your savings and/or checking account each pay period.

HOURS OF WORK

Hours of work are determined by the provisions of the current Collective Bargaining Agreement that covers your position. Your Supervisor will advise you of your schedule in terms of hours and days.

TIME RECORD CARDS

Some Team Members may be required to complete an individual time record card or clock in and clock out showing the daily hours worked. You will be advised by your Supervisor if you must do this. Time cards cover one work week and the following points must be considered when completing them:

- Team members must record their starting time, meal breaks, job interruptions and quitting time
- Team members are not permitted to sign in or commence work before their scheduled start time or to sign out or to stop work after their scheduled quitting time without the prior approval of their Supervisor(s)
- If a Team Member fails to punch IN and/or OUT or if a Team Member punches his or her card incorrectly, notify your Supervisor as soon as possible. Your Supervisor will make the necessary correction.
- The filling out of another Team Members' time card or falsifying any time record is strictly prohibited and may subject the offender to disciplinary action up to and including termination.

OVERTIME

From time to time, you may be required to work extra hours to keep up with business demands. We compensate hourly, non-exempt Team Members who work overtime as mandated by law. Overtime pay

is equal to one and one-half times your normal hourly or "base" rate of pay for each hour worked over 40 hours in the scheduled workweek of seven consecutive days (Monday through Sunday). Hours worked on a holiday will be included as hours worked for purposes of computing overtime when hours worked exceed 40 hours in a workweek. Sick time, vacation, bereavement leave, and other leaves of absence are not included as hours worked when calculating overtime. If you are a tipped Team Member with a tip credit applied to meet the minimum wage, your overtime pay is computed at the regular rate plus one-half the minimum wage for overtime hours.

All overtime pay must be authorized and approved, in advance when possible, by your Manager or Supervisor. You are not permitted to work beyond your scheduled time without authorization and you are not allowed to perform Company related duties at home without express and prior authorization from your Department Head. You are required to work all scheduled or emergency overtime unless extenuating circumstances arise. Your Supervisor will identify authorized overtime on your Team Member time record.

PARTICIPATION IN VOLUNTARY EVENTS

You may be asked or given an opportunity to participate in company/customer related functions, i.e., picnics, softball leagues, etc. Participation is purely voluntary. As such, this activity is not within the scope of your employment and will not be covered under the Company Worker's Compensation plan. Such event will not be covered by customer's plan either. Voluntary time spent in attendance at Company/customer related functions is not compensable time under the FSLA.

Your signature acknowledging receipt of this Handbook will release and forever discharge the Company, its agents, Team Members, Officers, successors, and affiliates from any and all claims, actions, suits or damages for personal injury or property loss arising out of or connected with, directly or indirectly, your participation in or attendance at such activities.

TEAM MEMBER PARKING

All Team Members are required to follow the posted speed limit and park in Team Member designated parking areas only. If you park in an unauthorized area, you will be subject to disciplinary action and/or the towing of your vehicle at your expense. Drive cautiously and be aware that all pedestrians and fellow drivers are Guest to our property. Failure to observe Team Member parking rules could result in the loss of parking privileges. Please lock and secure your vehicle and do not leave unsecured valuables inside the vehicle. The Company is not responsible for damaged or stolen property. All parking is done so at Team Members own risk.

CELL PHONE POLICY

The Company recognizes that Team Members may have their own personal cell phones. While on Company time, the making and taking of texts and personal phone calls must be kept to an absolute minimum, being used for emergencies only, and out of sight of our Guest(s). Failure to observe this policy is cause for disciplinary action. Please ensure you make the appropriate arrangements with personal contacts so that you can observe this policy. You should provide an emergency contact number to your closest family and friends so that you may be reached in critical circumstances. Please see your Supervisor if you do not have that contact number.

SMOKING POLICY

Team Members are not allowed to smoke, except on an approved break and in areas that may be designated specifically for smoking.

ENERGY MANAGEMENT

When not in use, please ensure all machines, electrical equipment and lights are turned off.

PLAYBOOK POLICIES

PROBATIONARY PERIOD

All newly hired and rehired Team Members are required to complete a probationary period. Team Members who transfer into a new position will also be required to serve a probationary period in the new position. Unless otherwise specified in a Collective Bargaining Agreement, the first 90 calendar days in your new position are your probationary period. This time period gives you and your Supervisor the opportunity to evaluate your performance and suitability for continued employment. You can decide if the position meets your expectations.

If you transfer or are promoted into a new position within the Company, you are required to complete the new probationary period and be evaluated for compatibility in the new position. Whether this is a regular transfer or if it includes a promotion, the details of any new probationary period will be made clear to you prior to the transfer taking place. It is essential that you fully understand what is required in the new position – both work requirements and schedules – as, if after a trial period, you are deemed to be unsuitable for the new job you may not be able to transfer back to the previous position and, as such, may be terminated or laid off.

Please make sure that not only do you understand the requirements of the job itself but also standards of appearance and behavior. You will be given a job description that sets out the main requirements of your position and you should take the time to read it thoroughly and understand what you have to do. If you do not receive a job description during your orientation ask your supervisor for a copy and then after reading it ask any questions you may have.

You must also make sure you read the contents of this handbook as it sets out important Company policies that must be observed.

BENEFITS

While the Company offers certain benefits to its Team Members not everyone will receive exactly the same selection. Certain other factors apply such as location, position and whether the position is covered by a Collective Bargaining Agreement entered into by the Company and a Union.

Please ask your Supervisor for details of any benefits that apply to you in your position and a copy of the relevant Collective Bargaining Agreement.

CAREER OPPORTUNITIES

The major key to our success are our Team Members. They are the most important of our assets and we are prepared to invest in our people to ensure they have every opportunity to develop their skills. In so doing we can develop them to their true potential and enhance their job satisfaction.

The Company wants your career goals and dreams to come true. The internal career opportunities program offers training, promotions and transfers to Team Members in good standing who have worked

at least six months in their current position. Current Team Members will normally be given preference versus outside applicants; however, we reserve the right to recruit externally as necessary. We may recruit internally and externally at the same time to speed up the hiring process. Management has the final decision on all recruitment and selection matters.

We will train, promote and transfer Team Members based upon the operational needs of our Organization and upon your qualifications, job performance, and abilities. All job openings are posted online at www.PARXCASINO.com. You must meet the educational and experience requirements of the position. Eligible Team Members will need to complete an internal transfer request form and have it approved by their Manager and the Director of Human Resources before the transfer can transpire. If you are promoted, transferred or hired into a new position, you must complete a new 90-day introductory period. You should be aware that some of the employers at our Organization have signed collective bargaining agreements with unions to represent their Team Members. The collective bargaining agreement may require that any Team Member working in a particular job classification become a member in good standing with the union. Further, some of the policies contained in this Handbook are modified by the collective bargaining agreement.

OUR HIRING PROGRAM

Our recruitment and hiring policies are designed to attract and retain the best workforce possible. Our program complies with federal and state nondiscriminatory hiring regulations. We strive to hire Team Members who demonstrate a commitment to excellence, outstanding qualifications and an interest in continuing education, learning and growth.

The Human Resources Department is responsible for attracting the best possible candidates and facilitating the hiring process. Job openings positions are posted externally and internally—with preference given to qualified current Team Members. We use our website, advertisements, high school and college postings, federal and state employment agencies, and training and referral services. The Diversity and Community Affairs Department coordinates with outside agencies including those that refer job-ready applicants with disabilities.

NEW HIRE ORIENTATION

It is in the best interests of you and the Company that you become an efficient and productive Team Member as soon as possible. To that end, the Company will work very closely with you during your probationary period to ensure that you understand the following:

- What is it we would like you to do?
- How we would like you to do it?
- What hours and shifts you are required to work?
- Our culture of great guest service
- Company policies
- Pay and benefit arrangements

- Uniform and appearance requirements
- Lay-out of the facility including evacuation routes

Generally, the Human Resources Department will assume responsibility for dealing with the Administrative issues associated with your hire and will ensure all necessary documentation such as payroll, licensing, workers compensation, etc... is dealt with quickly and efficiently. Your Supervisor or Manager will work with you to help you through the first few weeks, to train you to our standards and assimilate you into our workforce.

Do not hesitate to ask any questions during this period and remember the door to Human Resources is always open.

WORKERS' COMPENSATION

Pennsylvania Workers' Compensation Laws require the Company to provide benefits to Team Members for both medical expenses and lost wages that result directly from a work-related injury. As a Team Member, you may qualify for Workers' Compensation. However, your qualification is determined by our insurance company, not by us.

If you are injured or become ill while working, you **MUST REPORT YOUR INJURY NO MATTER HOW MINOR TO YOUR SUPERVISOR IMMEDIATELY**. Failure to do so may result in a denial of Workers' Compensation benefits. For the first ninety (90) days following your injury, you must seek medical treatment with a panel physician. A list of these physicians will be provided to you when you begin employment with our Company. In addition, this list will also be provided to you by Casino Command (first floor in Parx Casino/ second floor at Parx East) when you report your injury. You may also request a copy from HR at any time. It is your responsibility to keep all appointments and follow the doctor's instructions, on and off the premises.

If a work-related injury causes one of our doctors to place you on light/modified duty (restrictions as to what you are able to do while working), we will accommodate all restrictions, as you must still report to work. Failure to report to work due to light/modified duty restrictions may result in disciplinary action. If you are placed out of work by one of our panel physicians, you must immediately notify your Supervisor and the Risk Management Department. While placed out of work, Pennsylvania Law only requires that we pay you a portion of your salary or hourly rate.

****This policy does not apply to any injuries or illnesses occurring outside of the workplace setting.***

ACCEPTANCE OF GIFTS & GRATUITIES

The friendly and great service you give to our Guest may be rewarded with gratuities if you are in a position that typically receives tips or tokens. Our policy regarding the acceptance of gifts and gratuities protects you from potential conflicts of interest and maintains our guest-focused perspective. Neither Managers nor Supervisors may accept tips (or similar, such as favors or services) from Guest(s); all such offers must be politely declined.

Tips & Gratuities

The tips you receive depend on the quality of service you provide and we cannot guarantee the level of gratuities. Hustling, suggesting, soliciting, demanding or in any way verbally or non-verbally

communicating to a Guest that a tip is required or expected is absolutely forbidden and any breach of this rule may result in disciplinary action up to and including termination.

You are required to report gratuities to the IRS and the Payroll Department has the required reporting forms and information.

There is a specific procedure to follow in the event that you receive a gambling chip as a tip. Your Department Supervisor will advise you on the correct procedure for cashing the chip.

Gifts

You cannot accept as a gift or gratuity any guest promotional items including, but not limited to, the following:

- Discount coupons
- Gift certificates
- Cash bonus coupons
- Beverage coupons
- Food coupons
- Guest comp slips

Team members are not allowed to purchase or accept as a gift any guest promotional items. If returning a gift to a Guest would adversely affect your relationship with the Guest because of cultural factors, speak to your Supervisor. Regardless of value, report any gift or service to your Manager or Supervisor immediately to avoid violating Company policy. On no account are Team Members allowed to retain gifts that have not, in the first instance, been delivered or given to them at work. Please refer to the section "Conflict of Interest".

TEAM MEMBER CODE OF CONDUCT

Our Team Member Code of Conduct protects you and the safety of all Team Members, maintains excellent and efficient guest service and preserves our goodwill and property. As a Team Member, you are expected to conduct yourself in a professional and ethical manner and in accordance with all Company policies. Any conduct that interferes with operations, reflects poorly upon the Company, or is offensive to Guests or fellow Team Members may result in disciplinary action being taken against you.

The Company expects all Team Members to:

- Give a productive days work
- Begin work on time, in uniform, if applicable, and be ready to go and to give proper advance notice when unable to do so
- Project a positive, enthusiastic, and friendly image
- Observe all Company policies
- Understand and practice the Company's Core Values

The use of the Company's address for private mail is not permitted except for greeting cards and vacation postcards.

The above and following rules of conduct are not examples and not exhaustive of the behavior for which Team Members may be disciplined, up to termination – you may face discipline or termination for behavior not specifically included here. These rules may be changed or added to at any time without notification.

Team Members are expected to refrain from engaging in the following conduct and engaging in one of the following acts may result in disciplinary action up to and including termination even for a first offense.

- Rudeness or discourtesy towards guests, visitors and/or other Team Members (including Management).
- Dishonesty, deception or fraud, stealing or any act of dishonesty and/or failure to report any such act. Theft of either the Company's money or property or the money and property of a Team Member or Guest. Failure to report any known theft by another Team Member.
- Insubordination (refusal to do assigned work or comply with any reasonable order in the line of duty given by a Supervisor).
- Engaging in any form of sexual harassment
- Improper, or insubordinate conduct, which shall include, but not be limited to, using profanity or abusive language, or threatening, coercing, fighting, or other disorderly conduct, or interfering with other Team Members or Guests.
- Furnishing incomplete or misleading information or deliberately falsifying employment application documentation, medical reports, Company time records, or other Company records and/or documents.
- Harass, threaten, defame, libel, embarrass, discriminate against, disrespect, or offend Guests or Team Members, including managers, co-workers, customers, distributors, clients, and the like in violation of federal, state and/or local laws or in violation of the Company's policies, including the principles set forth in this Code of Conduct and the Company's anti-discrimination and harassment policies.
- Recording time in or time out for another Team Member, or allowing another Team Member to time in or out for you.
- Willful destruction or defacement of Company property.
- Using or permitting the use of an identification badge, license or Racing Commission License by anyone other than the person to whom it is issued.
- Failure to possess and maintain a valid Pennsylvania racing license.

- Purposeful failure to follow any written or known policy or regulation established in the assigned department.
- The possession of firearms or other weapons on the work site, in a vehicle brought to the work site, or otherwise within the facility.
- Unauthorized possession of Company records, documents, property or equipment.
- Knowingly or recklessly endangering the health and safety of any Team Member, vendor or Guest.
- Reporting to work under the influence of alcoholic beverages and/or illegal drugs or narcotics or the use, sale dispensing or possession of same on the work-site or in a vehicle brought to the work site or elsewhere within the property.
- Failure to possess a current Driver's License where it is a requirement of the job (e.g. Valet Parking),
- Excessive, patterned or unexcused absences from work, failure to correctly report absence(s), or tardiness in reporting to work or returning from breaks.
- Failure to properly record time in and time out of work at the beginning and end of your assigned shift, or any time you leave the Company premises prior to the end of your assigned shift.
- Sleeping on the job
- Hustling, suggesting, coercing or otherwise soliciting a gift or gratuity
- Engaging in horse-play or disruptive behavior
- Incompetence or poor job performance which shall include but not limited to a failure to meet reasonable standards of efficiency and productivity, neglect of duty, poor quality of work and excessive errors
- Leaving assigned work area during working hours or entering unauthorized areas without advanced permission from Management.
- While on or off duty, distributing literature or printed materials of any kind in working areas or selling merchandise or soliciting for any other cause to other Team Members during working time (non-break or meal periods and while Team Members are engaged in their work for the Company).
- Negligence in the handling or maintenance of Company or Guest property.
- Improper, unauthorized or excessive use of the Company telephones, Company issued cell phones, mail, photocopy equipment, or other business equipment deemed Company property, including excessive personal use of the Internet.

- Unauthorized use of another Team Member's Company-issued password.
- Convictions for Violations of laws on or off Company premises, or off-duty conduct which adversely affects job performance or tends to reflect unfavorably on the Company.
- Violation of safety rules, or creating or contributing to unsanitary, hazardous or poor facility conditions.
- Failure to identify yourself, or cooperate with a Security Officer, Pennsylvania Racing Commission Officer or management official at their request, or at the request of a Guest.
- Negligence in violating any written or known policy or regulation established in the department to which assigned.
- Directly or indirectly maintaining another job, any outside business or financial interest, which interferes with a Team Member's ability to fulfill his or her job responsibilities with the Company.

The above list is illustrative of the type of behavior that will not be permitted and is not intended to be exhaustive. Other types of conduct may result in disciplinary action, up to and including termination. Any questions in connection with this policy should be directed to the Human Resources Department. Nothing in this policy should be construed to alter the at-will nature of employment or require that the Company have "just cause" for termination.

TEAM MEMBER RELATIONSHIPS

The Company desires to avoid misunderstandings, actual or potential conflicts of interest, complaints of favoritism, possible claims of sexual harassment, and the effects on Team Member morale that can result from romantic relationships involving managerial and supervisory Team Members of the company. Examples of conduct that may affect morale in the work place are kissing, hugging, suggestive speech, and the like, that would cause a reasonable fellow Team Member to feel uncomfortable.

Accordingly, all Team Members, both managerial and non-managerial, may be prohibited from fraternizing or becoming romantically involved with other Team Members, if, in the opinion of the Company, their personal relationship creates a conflict of interest, work disruption, a negative or unprofessional work environment, or cause concerns regarding supervision, safety, security or morale.

A Team Member involved with a Supervisor or fellow Team Member should immediately and fully disclose the relevant circumstances to their Department Head and the VP of Human Resources if the Team Member believes that the relationship violates this policy.

If a violation is found, the Company may take whatever action is appropriate according to the circumstances, up to and including transfer or termination. Failure to disclose facts may lead to disciplinary action, up to and including termination.

ACCESS TO PERSONNEL FILES

The Company safeguards Team Member personnel records and information. The Human Resources Department maintains personnel files and access is granted only to authorized Managers for specific business purposes.

If you wish to review your personnel file or obtain a copy of its contents, you may complete a written request form in the Human Resources Department and allow for a 48-hour response time. You or your designee may review your file during normal Human Resources operating hours, within the department and in the presence of a Human Resources representative who maintains the files. If you are dissatisfied with any item within your file, you may add a statement to the file addressing the issue. No part of the file may be removed or copied, you may take notes only. Inspection is limited to once every calendar year by a Team Member, unless otherwise approved in advance by the Director of Human Resources.

Please keep the Company up-to-date with your current mailing address, telephone numbers, and emergency contact information. Notify Human Resources and Payroll of any name change, change in marital status or addition of a spouse or dependent to the insurance plan. Keeping your personnel information current ensures that you receive important benefits and payroll-related notices. We are also required to report your current information to the Pennsylvania Gaming Control Board.

MANAGEMENT/TEAM MEMBER COMMUNICATIONS

We believe that open communications between Management and Team Members will lead to a benefit to both parties. We see the results as improvements in guest service and productivity, higher morale and job satisfaction levels among Team Members. Our goal then is to continually develop a communications system that allows information to flow freely throughout our organization. There are several ways in which the Company gives out information to Team Members.

ORIENTATION: During your orientation you will get comprehensive information about the Company and the job you are required to do.

TRAINING: You will receive on-going training during your employment where new skills and techniques will be communicated to you.

ASSESSMENT: Your Supervisor will assess you both formally and informally and communicate to you management's view of your progress and performance.

RACING NEWS: This is our Company newsletter which is published 8 or 9 times a year and keeps you up to date with Team Member events, changes in Company policies and available discounts for Team Members at local merchants. This is distributed by e-mail with hard copies available in Team Member break rooms.

PRE-SHIFTS BRIEFINGS: Before each shift Managers or Supervisors will review important Company information at a pre-shift briefing.

BULLETIN BOARDS: We use bulletin boards to communicate company information to you and your co-workers. Items typically found on Company bulletin boards include job postings, new policy or procedure information and required federal and state employment information. The Human Resources Department controls the bulletin boards—you cannot post any item without permission. You are not allowed to post "for sale" notices, gathering announcements, postings related to any sale of services or goods, or fundraising information. Management makes the final decision regarding which items are posted on Company bulletin boards, and only designated

management Team Members may place notices on or remove materials from them.

EMAIL BLASTS: In the event that the Company's Management needs to send out important information without delay it will send e-mails to all Team Members.

By the same token the Company loves to hear from its Team Members and to that end we have the following ways available for you to talk to us.

SUPERVISOR: Your Supervisor is always available to discuss any issues you may have either job related or not.

HUMAN RESOURCES DEPARTMENT: Our HR Department has an "open door" policy, so feel free to stop by if you have any questions about any Company policies. If you cannot stop by you may dial extension 3682 and leave a message which will be treated in the strictest confidence.

DIRECT LINE COMMENT BOX: We incorporated the Direct Line comment box to improve communication. This is your opportunity to share suggestions, concerns or comments relating to your employment. We invite you to use this medium constructively. You do not have to sign the form when submitting a suggestion or comment. Either way, you may be sure that your comments will be given serious consideration.

PERSONAL PROPERTY

It is the policy of the Company to assist its Team Members in safeguarding their personal property while at work.

- The Company recognizes that Team Members may need to bring certain personal items to work. However, personal property that is not related to the Team Member's job performance may disrupt work or pose a safety risk to other Team Members. Team members are expected to exercise reasonable care to safeguard personal items brought to work. Such items should never be left unattended or in plain view. The Company is not responsible for the loss, damage or theft of personal belongings, and Team Members are advised not to carry unnecessary amounts of cash or other valuables with them when they come to work.
- The Company may assign each Team Member a locker or storage area for safekeeping small personal effects during work hours. Team members are responsible for maintaining their lockers in a clean and sanitary manner and should keep them locked at all times.
- To maintain security and protect against theft, the Company reserves the right to inspect all personal property brought on to and taken from the Company's premises, including vehicles, packages, brief cases, purses, bags and wallets. In addition the Company may inspect the contents of lockers, storage areas, file cabinets, desks and work stations at any time and remove any or all Company property and other items that violate company rules and policies.

- Articles of personal property found on the premises should be returned to the owner, if known, or turned in to the Security Command Center. Inquiries regarding lost property should be directed to the Director of Security.

USE OF COMMUNICATIONS SYSTEMS

It is the policy of the Company to provide or contract for the communications services and equipment necessary to promote the efficient conduct of its business, and that all such services, equipment and business systems are for Company business only.

Communications services and equipment include but are not limited to mail, electronic mail (e-mail), courier services, facsimiles, telephone systems, personal computers, computer networks, on-line services, Internet connections, Intranets, computer files, telex systems, video equipment and tapes, tape recorders and recordings, pagers, cellular phones, voicemail, and bulletin boards. Supervisors are responsible for instructing Team Members on the proper use of the communications services and equipment used by the Company for both internal and external business.

Most communications services and equipment have toll charges or other usage-related expenses. Team members should be aware of these charges and should consider cost efficiency needs when choosing the proper vehicles for each business communication. Team members should consult their Supervisor(s) if there is a question about the proper mode of communication.

All Company communications services and equipment, including files and the messages transmitted or stored by them, are the sole property of the Company. Accordingly, the Company may access and monitor Team Member communications, internet use, and files as it considers appropriate. The Company reserves the right to monitor its communication systems, networks, and storage media at any time, without notice and with or without cause. Team members must never assume the use of a Company issued computer or other such equipment is private and confidential. Rather, data or information on the Company's computer system must be treated as any other Company-owned property, subject to access by Company personnel. (In particular, Team Members should be aware that e-mail messages are recorded and stored, even after a user has "deleted" an e-mail message from his or her own records). The Company reserves the right to monitor and disclose electronic communications – and will do so for any purpose that it deems appropriate – and to inspect and service all aspects of its computer systems.

On-line services and the Internet may be accessed only by Team Members specifically authorized to do so by the Company. Team members' on-line use generally should be limited to work related activities, except as allowed below. In addition, Team Members should not duplicate or download from the internet or from an e-mail any software or materials that are copyrighted, patented, trademarked, or otherwise identified as intellectual property without express permission from the Team Member's Supervisor and the owner of the material. (See Company Policy on Copyrighted Materials). When appropriate Internet material or e-mail files are downloaded, they should be scanned using the Company's antivirus software.

Authorized Team Members must disclose all passwords to the Company and their Supervisors but should not share the passwords with other Team Members. The unauthorized use of another Team Member's password will result in disciplinary action up to and including termination. Team Members are also strictly prohibited for restricting access to Company equipment.

Team members should not use email, facsimiles, cellular telephones, or any other insecure communication system to communicate confidential, proprietary, or trade information.

Incidental personal use by Team Members of the Company communications services and equipment is allowed as long as the use does not interfere with the Team Member's work or the company's operations and does not violate any Company policies. However, excessive personal use is not permitted. Company communication property or equipment may not be removed from the premises without written authorization from the Team Member's Supervisor(s).

Inappropriate use of the Company's communications systems is prohibited and includes, but is not limited to, soliciting others for commercial ventures, religious or political causes, outside organizations, or other non-job related solicitation and sending or forwarding without authorization confidential or proprietary Company information, business or trade secrets of the Company, or confidential information about Company Team Members.. Improper use also includes any misuse as described in this policy (such as downloading copyrighted materials), any misuse that would result in violations of other Company policies, and any harassing, offensive, demeaning, insulting, defaming, intimidating, or sexually suggestive written, recorded, or electronically retrieved or transmitted communications

Only software approved by the Information Technology Department is to be installed on Company equipment, and all software must be accompanied by a valid license. In order to protect Company data, software must be verified as virus-free, and for security reasons, "downloaded" software is not to be installed on any equipment without first receiving written approval from the Information Technology Department.

Team members should ensure that no personal correspondence appears to be an official communication of the Company since Team Members may be perceived as representatives of the Company and, therefore, damage or create liability for the Company. All outgoing messages, whether by mail, facsimile, email, internet transmission, or any other means, should be accurate, appropriate and work-related. Team members may not use the Company's address for receiving personal mail (except for holiday cards or postcards) or use Company stationary or postage for personal letters. In addition, personalized Company stationary and business cards may be issued only by the Company.

The Company reserves the right to investigate any potentially inappropriate electronic communications or use of its communications system. Improper use of Company communications services and equipment will result in discipline, up to and including termination.

SOCIAL AND PROFESSIONAL NETWORKING GUIDELINES

Social media encompasses a broad sweep of online activity. These activities include, but are not limited to, using or participating in social or professional networking sites, such as Facebook, MySpace, and LinkedIn, posting or reviewing content on video-sharing sites, such as Youtube, creating "wikis", and authoring or commenting on blogs and micro-blogs, such as Twitter.

The Company takes no position on your decision to engage in social media activities outside of company time on your own personal equipment. However, it is the right and duty of the Company to protect its team members and itself from, among other things, unauthorized disclosure of confidential information. To ensure that the Company and its team members adheres to its ethical and legal obligations, team members are required to comply with these Social and Professional Networking Guidelines. The intent of the Company's Social and Professional Networking Guidelines is not to restrict the flow of useful and appropriate information, but to minimize the risk to the Company and its team members.

In order to maintain our reputation and legal standing, the Company has put together the following list of **Do's and Don'ts** as guidelines for issues that may be raised by social networking and other aspects of life online. Although the guidelines set forth below may not cover every situation, they provide guidance that will apply generally. At all times, team members are expected to use their best judgment while engaging in social and professional networking activities. Furthermore, the Company's policies, including the principles set forth in this Handbook, apply to your online presence and communications if they relate to the Company's, its team members', its properties', its vendors', its distributors', or its related affiliates' reputation and legal standing – even if you are engaging in these activities outside of the office or on a personal phone or computer. The Company reserves the right to monitor comments or discussions about the Company, its associates, clients and the industry posted on the Internet by anyone, including team members and non-team members.

DO:

Think before you act or post and use common sense. You are personally responsible for the content you publish on blogs, wikis or any other form of user-generated media internally and externally, including, but not limited to, Facebook, MySpace, LinkedIn, Youtube, and Twitter. Be mindful: what you publish will be public for a long time, and what you do and say may be viewed by your co-workers. Consider:

- Are you using offensive language, posting references to illegal drugs, posting explicit sexual references, or posting obscene, embarrassing, derogatory or otherwise inappropriate material (such as disparaging comments about the Company or a competitors' employees, products, services, distributors, and business prospects) that could injure the Company's reputation or legal standing?
- Are you posting or repeating false and disparaging information about a living person or a real product, strategy, or company?

Obey the law. Respect privacy, copyright, trademark, libel, defamation and other laws.

Exercise discretion when adding "friends." The process of connecting by inviting or responding to a co-worker's "friend" request can often be awkward or create feelings of exclusion and coercion. Before inviting a co-worker to connect with you online ask: Is this connection appropriate?

Exercise good judgment. Ensure that your profiles and postings are consistent with how you would present yourself to co-workers, vendors, or distributors.

Keep good taste in mind at all times.

DON'T:

Engage in social media activities for business purposes on behalf of the Company without the express permission of the head of your department.

Engage in social media activities while on company time.

Post photos taken in the workplace without the express permission of the head of your department.

Use social media to harass, threaten, defame, libel, embarrass, disrespect, or offend co-workers, customers, distributors, and the like.

Use ethnic slurs, obscenity, or engage in any conduct that would not be acceptable in the workplace.

Reveal private information (e.g., social security #'s, home addresses, medical info, and so forth) about others.

Post anything that might compromise your integrity or the integrity of the Company or a co-worker.

Disclose, post, or refer to any confidential or proprietary information of or about the Company, its distributors, or its vendors, including, but not limited to, business and financial information, pending business transactions, sales and marketing strategies, manufacturing processes and procedures, intellectual property such as designs, ideas, or innovations, and company-issued documents.

Post the name, trademark, or Company logo or any distributor or business with a connection to us without the express permission of the head of your department.

Represent that you are communicating the views of the Company or submit postings that might reasonably create the impression that you are communicating on behalf of or as a representative of the Company without the express permission of the head of your department.

Use Company -owned equipment – including computers, hand-held electronic devices, company-licensed software or other electronic equipment – to conduct personal blogging or social and professional networking activities.

Nothing in our Social and Professional Networking Guidelines is intended to prohibit or infringe upon an employee's rights under the National Labor Relations Act or any other federal or state statute protecting employee workplace rights.

WHEN IN DOUBT, ASK BEFORE YOU ACT. It is impossible to list all forms of online behavior that may raise concerns or potentially injure the Company's reputation or legal standing. If you are not sure if certain conduct online is appropriate or legal, please consult with the Human Resources Department. Users who violate the Company's Social Networking Guidelines may be subject to discipline, up to and including termination of employment, so we ask that you take these matters seriously.

COMPANY CELLULAR PHONE POLICY

This policy provides guidelines for all Company provided devices that make or receive phone calls, send text messages, surfs the internet or downloads and allows for the reading and responding to e-mails. Any reference below to using a cell phone refers to all of the above.

Company issued cell phones are provided only with the authorization of the Head of Department and the Technical Services Department. All such phones are and remain the property of the Company. They are for Company business only but may be used for personal reasons in an emergency. In the event a cell phone is lost, stolen or damaged the Technical Services Department must be notified immediately and a

replacement will be issued free of charge. The Company reserves the right to withdraw the use of a Company cell phone at any time.

Upon termination of employment, all Company devices must be returned along with all accessories.

There are potential damages and therefore liability to the Company in using a cell phone while driving for work-related reasons and the risk of distraction is high – even with a hand held device as the conversation itself may mean the driver is less aware of traffic conditions.

On that basis, Team Members are not permitted to operate a vehicle whether it is a Company vehicle or personal vehicle while using a Company issued cell phone. Although a hand held device is provided, that is for Team Member's convenience and to be used while the vehicle is at a standstill.

Failure to observe this policy may be grounds for disciplinary action.

All Team Members who are issued a Company provided cell phone along with its miscellaneous accessories and/or a similar device must sign a Company Cellular Phone Use Policy form. This ensures the Team Member confirms receipt of the items covered under this policy.

COPYRIGHTED MATERIAL

The Company respects the copyrights of those involved in creating and distributing copyrighted material, including music, movies, software, and other literary and artistic works. It is the policy of the Company to comply with copyright law.

When Team Members need to use copyrighted materials to do their jobs, the Company acquires appropriate licenses.

Company Team Members shall not store or otherwise make unauthorized copies of copyrighted material on or using Company computer systems, networks or storage media.

Company Team Members shall not download, upload, transmit, make available or otherwise distribute copyrighted material without prior Company authorization.

Company Team Members shall not use or operate any unlicensed peer-to-peer file transfer service using Company computer systems or networks or take other actions likely to promote or lead to copyright infringement.

Our Legal Department is responsible for carrying out this policy. Questions concerning whether a Team Member properly may copy or otherwise use copyrighted material should be raised with the Legal Department before proceeding.

The Company reserves the right to monitor its computer systems, networks and storage media for compliance with this policy and other Company policies, at any time, without notice and with or without cause.

The Company reserves the right to delete from its computer systems and storage media, or restrict access to, any seemingly unauthorized copies of copyrighted materials it may find, at any time and without notice.

Team members who violate this policy are subject to discipline as appropriate under the circumstances. Such discipline may include termination.

COMPANY PROPERTY & ASSETS

We will make every effort to maintain the safety and security of our Team Members and Company property and assets. The direction of all security related programs shall be the responsibility of the Director of Security and the Security Staff.

We strive to maintain an environment for our Team Members and Guests free of illegal drugs, alcohol, firearms, explosives or any other potentially dangerous or problematic elements. We reserve the right to investigate, by any means or manner, any situation that threatens the safety and security of our Team Members, Guests, and visitors. We also will maintain the security of Company property and assets.

Our security rules require you to:

- Keep your identification and credentials in your possession at all times while at work.
- Access only work areas and property areas where you are specifically authorized to conduct business. Visits to other departments just to conduct a casual conversation, which might disrupt the work of others, are not permitted.
- Escort visitors to and around our property at all times and make sure each visitor wears the required special visitor badge issued by the Security Department.
- Seek departmental approval for any visits by your friends or acquaintances.
- Do not remove any Company property from the premises under any circumstances. All packages taken from our property are subject to search by the Security Department.
- Comply with any Security search, surveillance, and questioning as requested.
- Maintain the security of any gates, keys, doors, desks, file cabinets, vehicles or any other Company equipment.
- Return any issued keys when the nature of your job changes or when your employment ends. Key duplication is not allowed under any circumstances.
- Exercise reasonable care for your own protection and safeguard your personal possessions at all times. Unauthorized possession of property belonging to the Company or another Team Member or visitor will result in disciplinary action, up to and including termination.
- The Company does not assume responsibility for the loss or theft of personal belongings and Team Members are advised not to carry unnecessarily large amounts of cash or other valuables with them when they report to work. Articles of personal property found on the premises should be turned in to your Supervisor(s).
- Report to Security and Human Resources Department any security breaches or violations, such as the loss of an identification badge or Company-issued key.

If a union representative comes on Company property, he or she must be directed to the Human Resources Department. Union representatives are not permitted to have free access of the property without authorized personnel accompanying them—just as we require for any other visitor to our property. Union officials are not permitted to discuss union matters with a Team Member while on duty without permission from the Human Resources Department.

COMPANY SECURITY

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- Escort visitors to and around our property at all times and make sure each visitor wears the required special visitor badge issued by the Security Department.
- Seek departmental approval for any visits by your friends or acquaintances.
- Do not remove any Company property from the premises under any circumstances. All packages taken from our property are subject to search by the Security Department.
- Comply with any Security search, surveillance, and questioning as requested. In the event of a theft or an unauthorized taking by a Team Member, or suspected theft or unauthorized taking by a Team Member, we want to minimize discipline based upon suspicion or subjective judgment. Therefore, we must reserve the right to conduct searches of persons and their personal belongings whenever we deem it necessary. A Team Member's consent to searches is required as a condition of employment. A Team Member's refusal to consent when requested by the Company may result in disciplinary action, including discharge. In the event of a theft or unauthorized taking, the Company will actively pursue both criminal and civil action to the maximum the law will allow.
- Maintain the security of any gates, keys, doors, desks, file cabinets, vehicles or any other Company equipment.
- Return any issued keys when the nature of your job changes or when your employment ends. Key duplication is not allowed under any circumstances.

- Exercise reasonable care for your own protection and safeguard your personal possessions at all times. Unauthorized possession of property belonging to the Company or another Team Member or visitor will result in disciplinary action, up to and including termination.
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CONFIDENTIALITY

It is our policy to maintain the confidentiality of the operations, activities, and business affairs of all of the companies operating at our organization, their Team Members, and Guests to protect our corporate strategy and integrity. Please respect the privacy of our Guests and the sensitive nature of Company information by safeguarding all information. You are not authorized to release or discuss Company, Team Member, or Guest information of any of the companies operating here. Violating this policy by discussing or releasing confidential information is a serious breach of our policy and you will face disciplinary action or termination.

You are prohibited from releasing to any guest, visitor, unauthorized co-worker, or any other individual or organization we may or may not be associated with any of the following items: (this list is not exhaustive and you may be prohibited from disclosing other types of information as well).

- Non-public financial data
- Team Member lists
- Guest lists or Guest preferences, business, or personal information
- Marketing plans, methods and files
- Credit and collection files and techniques
- Impending acquisitions
- Details of agreements regarding purchases, sales, employment, or Team Member data concerning Team Members, such as job duties and compensation
- Non-public information concerning our Company business or suppliers, including any information that would be regarded as trade secret under applicable law
- Company proprietary information

Publicly disparaging any of the companies operating at our organization, their Team Members, Guests, or otherwise subjecting them to unfavorable publicity is prohibited. You are not authorized to release information or conduct an interview with any media outlet. Refer requests for interviews or statements to the office of the President and COO, whether you are on duty or not.

CONFLICT OF INTEREST

You are prohibited from engaging in any activity, practice, or act that conflicts with or appears to conflict with the interests of the operations being conducted at our organization, our guests, or our suppliers. You are required to avoid situations that possibly compromise your ability to make ethical business decisions. A conflict of interest exists when an Team Member's loyalties or actions are divided between the Company's interests and those of another such as a competitor, supplier, customer or family member. Both the fact and the appearance of a conflict of interest should be avoided. Team Members unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest should discuss it with their immediate supervisor or Human Resources for clarification. Any exceptions to this guideline must be approved in writing by the Director of Human Resources.

Conflict of Interest policy prohibits you and members of your immediate family from:

1. Soliciting, receiving, or making bribes or taking kickbacks or payments in connection with a company business transaction, or for company confidential information.
2. Maintaining a financial interest in any entity in competition with or having any dealings with the operations at our organization, excluding investments in corporations whose stock is traded on a national stock exchange or otherwise held by the general public.
3. Serving as an owner, officer, director, partner, or Team Member of or consultant to any person or organization having any business relationship or dealings or in competition with the operations at our Organization, other than charitable organizations.
4. Entering a loan arrangement to or from any person, organization, or financial institution having any business relationship or dealings or in competition with the operations of our business, but excluding loans from commercial banks and other regulated lending institutions on terms and conditions otherwise available to the general public.
5. Violating the rules of the Pennsylvania Racing Commission, or other applicable Federal or State statutory or regulatory authority. In particular, and without limiting the coverage of the preceding sentence, it is unlawful for any casino key Team Member or any other casino Team Member serving in a supervisory capacity, to solicit or accept any tip or gratuity from any player or guest at our organization.
6. Appropriating or diverting Company assets or Team Member services for personal benefit.
7. Removing and/or using Company equipment and supplies, merchandise and paid labor for personal benefit and without authorization.
8. Submitting fraudulent expense reports.
9. Having a romantic relationship with subordinate Team Members where a reporting relationship exists without full disclosure to the Company. Officers and Team Members are required to report when a personal relationship of this nature develops so the Company and the affected individuals involved can work together to eliminate any potential conflict.
10. Using proprietary or confidential Company information for personal gain or to the Company's detriment.

11. Using Company assets or labor for personal use;

12. Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to the Company;

Giving, soliciting, and/or receiving preferential treatment, gifts, gratuities, entertainment, discounts or anything of value for personal benefit to or from businesses and persons who do or may do business at our Organization is strictly prohibited unless in the normal course of business.

The following are considered exceptions to this policy:

- Receiving nominal courtesies (with a value of less than \$50) such as payment for lunch or dinner in connection with a business meeting. Such individual courtesies should be kept on a reciprocal basis to demonstrate that a gift is not sought. Also excluded are social gatherings where food or drinks are served to a group of people at no charge or reasonably priced tickets to sporting, concerts, or other special events.
- Receiving advertising novelties of no appreciable value, which are widely distributed to others in the same business relationship
- Receiving promotional gifts and pictures made available under guest and public relations programs.

Gifts of perishable food items should be shared with all Team Members in the general work area. If you receive a gift that you cannot share with your co-workers or is with a value of more than \$50, you must politely return the gift. Check with your Supervisor(s) for additional guidance.

Failure to adhere to this policy, including failure to disclose any conflicts or to seek an expectation, may result in discipline, up to and including termination of employment.

SOLICITATION

Team Members are not allowed to solicit for any purpose during working time anywhere on the property. Persons who are not employed by the Company are not allowed to solicit at any time on property. If you violate this policy by selling any type of item or collecting money for any reason or cause during your working time or the working time of another Team Member, you may be subject to corrective action, up to and including termination. "Working time" includes the working time of both the Team Member doing the soliciting and selling and the Team Member to whom the soliciting or selling is being directed. "Working time" does not include break periods, meal periods, or any other specified periods during the workday when Team Members are properly not engaged in performing their tasks.

Nonetheless, the Company appreciates the inherent good will of its Team Members and their desire to help those in need. In such cases, if a Team Member wishes to collect money for an ailing colleague, for example, they may request permission from their Supervisor. If permission is granted the Supervisor will outline the parameters involved and counsel the Team Member on the security of any cash involved. To avoid any misunderstandings or bad feelings any Team Member who collects money should record contributions and safeguard the cash at all times.

PERFORMANCE REVIEWS

You will receive ongoing and frequent informal job coaching and feedback from your Supervisor(s). Your Supervisor(s) will complete an initial performance review once you complete your probationary period in your new position. Your Supervisor(s) will conduct formal, written performance evaluations annually. Our performance review process gives you and your Supervisor(s) the opportunity to

discuss and clarify job tasks, identify and correct areas needing improvement, encourage and recognize strengths, and discuss positive and purposeful approaches for meeting goals.

You may or may not receive a pay rate adjustment in conjunction with a performance review depending upon your performance and business conditions. Some of the areas covered during performance reviews include: quality of work, guest feedback, job knowledge, initiative, attitude, punctuality, attendance and versatility. Your performance is measured against your position's proficiency and productivity goals. You are always welcome to discuss any issue with your Supervisor(s).

If your performance falls below the standards for your position and department, your Supervisor(s) will bring it to your attention immediately, rather than waiting for the next scheduled review (see *Performance Concerns section*). By the same token we ask that you bring any difficulties or concerns to your Supervisor(s)'s attention immediately as they arise.

Our performance review policy gives you the chance to develop, set and accomplish job-related goals. We want to see you succeed and grow and our training programs and tuition reimbursement benefits are just two ways that you can accomplish your career goals (see *Educational Seminars & Workshops and Tuition Reimbursement sections*).

OUTSIDE EMPLOYMENT

The Company recognizes that our Team Members have the right to use their skills and knowledge to augment their incomes. Other employment is permissible as long as it does not conflict with your current position or with the Company's business. Check with your Supervisor(s) before engaging in any outside employment. For regular full-time Team Members we must be considered your primary employer.

You are not allowed to engage in outside employment that might affect the objectivity and independence of your judgment or affect your attendance or performance. If a problem arises related to your outside employment, you will be asked to resign from the other position or be terminated from our Company.

MEDIA INQUIRIES

Refer all inquiries from the press or media to the office of the Racing Chief Operating Officer. You are not authorized to respond to inquiries from the press or media and we ask that, where necessary you respond by saying, "I am not the best person to answer your questions, may I give you the number for the Racing Chief Operating Officer?"

LEGAL DOCUMENTS & CONTRACTS

Contracts, leases, agreements, or documents, which legally bind us or any Company operating at our facilities in any way, must be reviewed by the Legal Department before execution. No Team Member, other than an authorized officer, has the authority to sign any written agreement on behalf of any of the companies operating at our Organization.

IMMIGRATION LAW COMPLIANCE

We are committed to employing only United States citizens and legal aliens who are authorized to work in the United States in compliance with the Immigration Reform and Control Act of 1986. You will be required to verify your legal status and that you have the right to live and work in the United States. If applicable, you must submit to the Human Resources Department updated written verification of

your immigration and work permit status. You will not be allowed to work without this required documentation.

DRUG, NARCOTIC AND ALCOHOL-FREE WORKPLACE

The Company believes that our Team Members are the Company's most valuable resource. We aim to protect your Health and Safety and, as a safeguard, it is our policy to maintain a workplace that is free from the effects of drug and alcohol abuse. Alcohol and illegal drug use pose a serious threat to workplace safety, health and productivity. The Company does not tolerate the use of alcohol or other drugs that endanger the health, safety and welfare of Team Members, Guests, owners or visitors or threaten our business operations. You and your co-workers have the right to work in a drug-free environment.

Team members are prohibited from the use, ingestion, sale, dispensation, distribution, purchase, possession, or manufacture of illegal or non-prescription drugs and narcotics or alcoholic beverages on Company premises or work sites. In addition, Team Members are prohibited from off-premises use of alcohol and possession, manufacture, dispensation, use, or sale of illegal drugs when such activities adversely affect job performance, job safety, or the Company's reputation in the community. Under our policy illegal drugs are any drugs which are not legally obtainable or which are legally obtainable but have not been legally obtained. The term also includes prescription drugs not legally obtained, or used in excess of the prescribed amounts. Team Members are prohibited from being under the influence of such substances while working. Team Members, their possessions, and Company issued equipment and containers under their control are subject to search and surveillance at all times while on Company premises or while conducting Company business. Refusal to take a test will also be considered a violation of this policy and subject the Team Member to disciplinary action.

As used above, company premises and work sites includes any premises where a Team Member may be working on behalf of the Company. Illegal drugs include, but are not limited to, marijuana, narcotics, barbiturates, amphetamines, and any other controlled substance other than those taken under the direction and prescription of a licensed physician. Prohibited ingestion and use also include the ingestion and use of legal drugs (prescription and over the counter), whether or not taken under the direction and prescription of a licensed physician, to the extent that their ingestion may affect the safety of co-workers or members of the public, the Team Member's job performance, or the safe or efficient operation of the Company facility.

Team Members using a prescribed medication which may impair their job performance or either mental or motor functions, must immediately inform their supervisor or such prescription drug use. For safety of all Team Members, the Department Head will consult with the Team Member and his physician or a physician nominated by the Company to determine if a reassignment of duties is necessary. Should it be determined that the ingestion of the prescribed medication will affect the Team Member to the degree there exists a safety hazard to themselves and other Team Members, the Department Head, will attempt to accommodate the work assignment. The Department Head will attempt to accommodate the Team Member's needs by making an appropriate reassignment. However, if with a reasonable degree of medical certainty the Team Member is not fit to perform their regular duties and no reassignment is possible the Team Member will be placed on an unpaid medical leave until released as fit for duty by the prescribing physician.

The Company will not hire anyone whose current use of such substances prevents them from performing their jobs or who would constitute a direct threat to the property or safety of others.

Team members will be subject to disciplinary action, up to and including termination, for violations of this policy. Such violations include, but are not limited to, possessing illegal or non-prescribed drugs and narcotics or alcoholic beverages at work; being under the influence of such substances while working; using them while working; or dispensing, distributing, or illegally manufacturing or selling them on Company premises and work sites. Team members, their possessions, and Company issued equipment and containers under their control are subject to search and surveillance at all times while on Company premises or while conducting Company business where necessary (See Security). Refusal to take a test is also considered a violation of this policy.

While Team Members may be disciplined based upon a good faith belief that this policy has been violated, there may be circumstances where the Company determines that it is necessary to require Team Members to submit to monitored tests for detecting and identifying illegal drugs or alcohol, including breath, urine and blood analysis. Testing positive for drugs or alcohol is a violation of this policy. While "random" testing is not necessary for the proper operation of this policy and program, it may be necessary to require testing under the following conditions:

1. A pre-employment post-offer drug and alcohol test may be administered to all applicants to determine suitability for employment.
2. A test may be administered if a Supervisor or Manager has reasonable cause to believe that the Team Member is under a measurable influence of an illegal substance or alcohol in the performance of their job, or has reported to work under a measurable influence; or has violated this drug and alcohol policy in any manner.
3. Testing may be required if a Team Member is involved in a work place accident or incident, or if there is a work place injury and it appears, in the Company's sole discretion, that the Team Member may have contributed, in whole or in part, to the accident.

Testing may be required as a part of a follow-up to counseling or rehabilitation for drug or substance abuse.

The Company will pay the cost of any test taken. The results of the test may be used as a basis for disciplinary action, up to and including discharge, even for a first offense. An Team Member's consent to searches and consent to submission to tests is required as a condition of employment. An Team Member's refusal to consent when requested by the Company may result in disciplinary action, including discharge, even for a first offense.

Positive Drug and/or Alcohol Screens

A positive alcohol screen is one in which the Team Member's blood alcohol content or breath alcohol test results are at or above the equivalent of .02% blood alcohol concentration.

A positive drug screen is one in which the member is found to have any of the following in his/her system:

- Any illegal drug at or above the detection level for that drug set forth in the guidelines of the Federal Substance Abuse and Mental Health Services Administration (SAMHSA).

- Any prescription drug when used:
 - At a level in excess of the prescription amount
 - Other than for the condition for which the drug was prescribed
 - Other than the prescribed method for using the drug or
 - Without a valid permission

Disciplinary Action upon Violation of this Drug/Alcohol Policy

An Team Member who fails a drug and/ or alcohol test will be terminated from his or her employment. In order to be eligible to reapply for employment, the Team Member must enroll in and complete a drug test and/ or alcohol rehabilitation program approved by the Company. Upon completion of a drug and/or alcohol rehabilitation program, the Team Member may reapply for employment. Determinations regarding whether an Team Member will be hired upon completion of a drug and/or alcohol rehabilitation program are entirely within the discretion and will be made on a case by case basis. Continued employment upon rehire is conditioned upon submitting to and successfully completing periodic drug screens for a period of 12 months.

An Team Member refuses to submit to a drug and /or alcohol test after being notified a test is required or admits to or is proven to have adulterated/substituted his/her specimen, or engaged in any prohibited activity as described herein will be terminated and will not be eligible for rehire.

Where state laws allows, the positive results of a drug screen following an injury at work, or an Team Member's refusal to submit to a drug screen following an injury at work, may affect his or her eligibility for workers compensation benefits.

Any Team Member who believes that they have a drug and/or alcohol problem and genuinely want help, we will try to help you. If you have been employed with us for at least 180 days and you advise a member of management that you have a drug and/or alcohol problem, you will not be terminated based solely upon such admission. You must come forward prior to being asked to take a drug and/or alcohol test and/or prior to any incident or any investigation of a possible violation of this policy. Admitting that you have a drug and/or alcohol problem however, will not excuse you from meeting the established standards of conduct and job performance as required by the Company. You will be required to take a leave of absence, sign a conditional license, and enroll in and complete a drug and/or alcohol rehabilitation program approved by the Company. You will be required to provide appropriate certification and documentation from a treating counselor that you have successfully completed the program and continue to attend all scheduled treatment sessions. Continued employment upon your return to work is conditioned upon submitting to and successfully completing periodic dreg screens for a period of 12 months.

If you are arrested or convicted under any criminal drug statute, you must notify a member of management with three calendar days the arrest or conviction. Failure to report such arrests or convictions may result in disciplinary action up to and including termination.

The Company reserves the right to adapt the procedures used in addressing Team Member drug and alcohol use to any individual situation. The Company may, at it's discretion, at any time and periodically, request any Team Member to undergo a drug or alcohol screening test. The test may be considered a condition of employment and a refusal to submit to testing will result in termination.

REHIRE & REINSTATEMENT

Former Team Members who resign and leave with a satisfactory work record are welcome to apply for reemployment. As a rehired Team Member, you will be required to satisfactorily complete another 90-day introductory period.

If you are rehired within six months from the date of separation, you may qualify for your service history to be restored. This occurs only with Human Resources and Payroll approval. Service is bridged from the previous time worked to the current time worked—minus the time not worked—in order to calculate benefits. Speak with your Manager(s) or the Human Resources Department for more information.

If you are reinstated, your former date of hire and any previous benefit privileges are reestablished. You may be eligible for reinstatement if you were employed previously for at least six months and are considered eligible for rehire, you are rehired within six months, and your performance was rated as satisfactory or better. You may also qualify for reinstatement if you were terminated by the Company without cause and are reinstated to the same or similar job with the Company within six months from the date of termination. In this case, you would not be required to serve a probationary review period. You also could be reinstated if you were rehired as a result of our internal grievance procedure.

Your benefits eligibility begins on the date of reinstatement. As a reinstated Team Member, you will receive the same salary you were paid at the time of separation, provided you return to a position of equal salary grade. If you were eligible for, and received, benefits at the time of your separation, you will be eligible to begin benefits on the date of reinstatement. If you are reinstated to a different position, department, and/or Employer at our organization the annual review date changes to the date of reinstatement. A salary change may occur if the new position is not of equal grade.

IF YOU LEAVE THE COMPANY

If you wish to end your employment with the Company, we request, as courtesy, that you give written notice of your intent to resign at least two weeks in advance. We ask that you provide a letter of resignation that states the last day of work and the reason for your resignation. This notice gives us the opportunity to select a replacement.

If you resign or leave your job without a satisfactory work record or without adequately transitioning your work to another Team Member at the Company, or are discharged for cause, you may be regarded as permanently separated from employment, with no recall or other employment rights.

Upon your separation, all Company property (such as keys, name badges, tools, uniforms, pagers, training materials, electronic equipment, files, documents, physical property, and any Company proprietary information or materials) must be returned immediately. You will be charged for any lost or damaged items. Verify your address with Payroll to make sure federal and state tax statements and Company benefits information reaches you. The Human Resources Department may ask you to complete an Exit Interview before your resignation is final. Please give us candid feedback so we can improve our operations—the survey is strictly confidential.

Your final paycheck will be distributed to you on the next scheduled payday. The Company reserves the right to deduct from any final monies an amount to cover the replacement of any Company property that has not been returned.

You will receive written notification regarding the status of your benefits eligibility. Some benefits may continue at your expense if you choose to extend coverage. You will receive information regarding the terms, conditions and limitations of continuance (*see the COBRA section*).

Team Members who have either a gaming or non-gaming license are not permitted to return to the Casino as a guest for 90 days.

Types of termination

Terminations are either voluntary or involuntary. Mutual agreement terminations must be classified as either voluntary or involuntary so that they may be processed in accordance with procedures. Voluntary terminations are initiated at the request of the Team Member. Involuntary terminations may be due to violations of Company policies or procedures, a reduction of Human Resources, a job elimination or unsatisfactory job performance.

OUR SAFETY DEFENSE

SAFETY FIRST

The Company has full regard for the Security and Safety of its Team Members and others who are affected by its undertaking. Furthermore we recognize our responsibilities in the area of security and safety and the need to enlist the active support of Team Members at every level in achieving satisfactory standards. All Team Members are reminded of their own responsibilities to take reasonable care for the security and safety of themselves and others and to cooperate so far as is necessary to allow statutory duty or requirement on the Company to be performed or complied with. You must report to your Supervisor(s) or Manager(s) any potentially unsafe conditions and/or any accidents, no matter how minor, to yourself, fellow Team Members, Guests or visitors. An accident report must be completed. By the same token, please submit to your Supervisor any suggestions or ideas you have to improve safety and/or security.

While some of these procedures may not be relevant to you in your current position we recommend that you still read the contents thoroughly and if you have any questions direct them to your Supervisor(s). Please follow any departmental rules issued to you on this subject and properly maintain and utilize any safety equipment or protective items issued to you. In an emergency situation please remain calm, immediately contact a Supervisor and follow their instructions.

The objectives of our Safety and Security Policy are:

- To promote standards of safety, health and welfare that comply fully with current legislation and all other relevant statutory provisions and approved codes of practice.
- To develop awareness among Team Members and individual responsibility for health and safety at all levels.
- To provide all Team Members with information, instruction, training and supervision they need to carry out their work safely and efficiently.
- To maintain a safe and healthy working environment for Team Members with reasonable facilities and arrangements for their welfare.

All Team Members must comply with the provisions of the OSHA Act 1970. Therefore, any Team Member who knowingly commits an unsafe act, creates an unsafe condition, willfully disregards the Safety Policy, or is a repeated health or safety offender will be discharged.

GENERAL SAFETY RULES

Read and follow all Safety notices and relevant information that is posted.

Report any and all unsafe conditions, hazards or equipment immediately.

Report worn or broken flooring, hand-rails, furniture or other equipment.

Never stand on chairs, furniture etc... as a means of elevation.

Use only "smoking areas" to smoke. Use ashtrays for disposing of butts and do not throw butts on the floor.

Keep all doors, aisles, fire escapes and stairways completely unobstructed.

Relocate any objects or equipment that could cause a trip or fall.

All electrical cords should be placed so as not to cause a tripping hazard. Loose cords should be taped down.

Report any frayed electrical cords immediately.

Know the nearest fire exits.

Know the location of the nearest fire extinguishers.

Practice caution when lifting any objects.

Place all trash or scrap in places provided. Do not place broken glass or similar sharp objects in a wastebasket or trashcans without first wrapping them in heavy paper cardboard or a sealed container.

WORKPLACE VIOLENCE

The Company considers the safety and security of our Team Members and Guests its top priority. Threats of violence or behavior indicating a potential for violence are taken seriously. It is vital for your safety that you immediately notify management of any potential threats against you, another Team Member, Guest or Visitor to our property. Conduct that threatens, intimidates or coerces another Human Resources member, Guest or any other person is prohibited at all times, including during off-duty hours. This includes all acts of harassment, including harassment based upon gender, race, age or any other status protected by law.

If you witness any behavior that might signal a potential for violence by another Team Member, Guest, vendor, contractor, or any other visitor to our property, we ask that you report it immediately to your Supervisor or any other Manager. Be as specific and detailed as possible. We do not expect you to risk your own safety to intervene in any situation or disturbance that you witness. Your only obligation is to report the situation to a Manager immediately.

Workplace violence is defined as any physical assault, threatening behavior or verbal abuse occurring within the workplace or in any setting where a Team Member is performing Company business. If you report harassment or violence, we will protect your identity and privacy to the greatest extent possible. Our Team Members are not disciplined nor sanctioned for raising concerns regarding violence and harassment. We will investigate all reports and Team Members who are violent may be suspended, with or without pay, pending results of the investigation. The Company will take immediate action when a threat of violence is made. We will terminate a Team Member who has been proved to threaten violence and we will notify local law enforcement authorities.

If you list us on a request for a protective or restraining order, provide a copy of the document to the Human Resources and Security Departments. We would like to coordinate our efforts to keep you, your co-workers and our Guests safe.

WORK AREAS

All Team Members are responsible for maintaining their work areas in a clean and orderly fashion at all times. To fulfill this responsibility, each Team Member should, at a minimum, do the following:

- Clean all liquid spills immediately. Ensure the cleaning department is notified of a spill that may require "wet floor" signs to be deployed.
- Prior to the end of the work shift, clean and store all tools and equipment and properly secure any items, papers or information of value
- Restrict the consumption of any food to designated areas so that work areas are kept free of food, contamination and related litter
- Place coats, boots, umbrellas and other articles of clothing or personal effects in designated areas so that workstations are not unnecessarily cluttered

Team members who are unable to meet these requirements should inform their Supervisor(s) immediately.

REPORTING OBLIGATIONS

The Company requires you to report immediately any of the following types of incidents, with details of witnesses, to security:

- Guest injury
- Loss or damage to property
- Improper conduct of a Guest or Team Member
- Unsafe operations or conditions
- Suspicious items
- Any crime or potential for crime

Use the following guidelines when reporting to security:

- State only the facts. Avoid personal comments that may insult or disparage a person involved
- Don't "read" more into any situation.
- Don't speculate a cause or a diagnosis. Report ALL observations.

- Describe exactly what occurred and what action was taken.
- Offer medical assistance where safe to an injured Guest and note related action in the incident report.
- Keep any witnesses separate.
- Provide as much information as possible about witnesses (name, address, and phone numbers).
- Provide any witness statements to Security.

MEDICAL EMERGENCY – GUEST INJURY

All Team Members are required to assist any Guest who has a medical emergency—illness or injury—that they are aware of as follows:

- Contact the nearest Security Officer or Security Command immediately and provide as much information as possible. Use the guidelines immediately above.
- Return to the injured or ill person and help to make them comfortable without moving them. Only offer to provide first aid or other medical care that you have been trained to administer. Obtain permission first.
- Listen carefully if the person provides details of how the injury happened. Do not discuss circumstances surrounding the injury with the person.
- Observe and make note of all physical conditions surrounding the incident (spilled liquids, etc...)
- Get the names and phone numbers of witnesses.
- Stay at the location even if the person leaves before Security arrives. (If you believe that the person risks further injury to himself/herself or others or if you feel that your safety is at risk, then use your best judgment as to whether you should stay at the location or follow)
- Follow instructions from any management personnel and/or Security officers.

Please be aware that these are guidelines only and each emergency situation presents different factors. Stay calm, call for help and do your best.

FIRE

The Company's Security Department has an Emergency Action plan in the event of a fire or other evacuation.

If you see a fire, remain calm and sound the alarm by activating the nearest pull station in your area, even if the fire seems small and under control.

Alert any people nearby to leave the immediate area.

If you have had fire extinguisher training and have an extinguisher nearby, attempt to put out the fire. Do not put yourself at risk.

Remain at the scene if safe and possible until help arrives.

EVACUATION PROCEDURES

These are general guidelines. The causes of the evacuation will determine the Company's response and where possible announcements will be made over the P.A. System. Specific departmental guidelines will be given to you during your orientation.

- Remain calm and helpful.
- Do not use the elevators.
- Know the location of all exits and use the emergency exit closest to you. Help Guest and fellow Team Members to exit the building and encourage everyone to stay calm and exit the building in an orderly manner—walking rapidly, not running.
- Feel doors before opening them. If the doors are hot, do not open them.
- Close doors behind you to slow the spread of fire. Never, ever prop doors open.
- Do not return for personal belongings. If you are responsible for cash or any other form of currency or valuable, follow your department's procedure for securing your bank during an evacuation. Administrative personnel may be asked to lock cabinets and offices if it is safe to do so; consult your department's specific emergency action plan.
- Go to your assembly point and report to your Supervisor(s).
- If you are a Supervisor, take roll in the assembly area to make sure all Team Members are accounted for. Also, compile a list of Guests in your area. Give the names of missing Team Members to the Security Department.

TEAM MEMBER INJURY OR ACCIDENT

Any accident or injury you sustain must be reported immediately to Security, your Supervisor and then the Risk Management Department no matter how minor. In the event of an on-the-job accident or injury, you will be required to meet with a representative from Security and fill out an accident report. You may also be required to be drug or alcohol tested. Failing to report an accident within 24 hours could result in disciplinary action, and possible denial of any claims.

The Security Officer dispatched to the scene of a Team Member injury will provide basic first aid treatment if necessary. The officer will determine if the Team Member requires additional medical care or should be sent home or back to work. Although the wishes of the injured person should be followed, if the Security Officer feels medical treatment is necessary and in the best interest of the injured person, the decision of the officer prevails.

An on-the-job injury may be covered under the Workers' Compensation program—refer to that section in this Handbook for more information.

SEVERE WEATHER

In the event of a severe weather system (or storm warning), the Security Department will monitor the situation and advise Guest and Team Members of any action required. Team members should check with their Supervisor if they are required to work their shift before setting out for work.

The Security Department may request that all Guests leaving from work be advised of the weather conditions and/or warning.

If severe weather causes a power outage, follow the procedures of the following section, "Power Outage."

POWER OUTAGE

In the event of a power outage, stay calm. In most instances, the power will be restored momentarily or the generator will begin operating.

If you are responsible for cash, tokens, chips or any other form of currency or valuable, follow your department's procedure for securing your bank during a power outage. You may be required to secure the bank by key and move away from it.

Reassure fellow Team Members and Guest that the power will be restored shortly. Do not evacuate the building unless instructed to do so.

ROBBERY

The Company has insurance to cover losses incurred during a robbery. The Company is more concerned with your welfare and safety during a crime than its losses - under no circumstances should you try to be a hero. Our first priority is your safety and the safety of your co-workers and Guest. Cooperate with the robber and hand over the money.

Make every effort to remember what the robber(s) looks like. Try to notice height, weight, race, hair and eye color, gender, type of clothing and any distinguishing characteristics, accents, tattoos, etc.

As soon as it is safe, contact the Security Department.

SUSPICIOUS PACKAGE OR BOMB THREAT

- If you find a suspicious package in your area remain calm and immediately leave the area and notify anybody nearby to leave with you.
- Notify Security Command and do not use a radio within 50 feet of the package.

- Provide information to Security about the location of the package and its size. Take note of: type of package, anything unusual about it, any noise or sounds coming from it, if it is close to any electrical panels, gas mains or any other hazards.
- Provide your location to Security should they need to contact you and let them assume control of the situation.
- If you receive a bomb threat over the telephone, listen carefully for any identifying characteristics of the caller (sex, age, accents, speech pattern, background noise, etc.). Take notes and write down anything you remember. (See Bomb Threat check list which is available in all Departments)
- Contact Security Command as soon as possible—have another Team Member call while you are still on the phone, if you can.
- The Security Department will handle the investigation of a bomb threat. Guest and other Team Members are not to be alerted by any person other than a member of the Security Department.
- The Director of Security will consult with Senior Management and decide if an area or the entire property needs to be evacuated.

HAZARDOUS MATERIALS

A hazardous material is any substance that has the potential to harm people or the environment if it is spilled or released in an uncontrolled manner or used for improper purposes. You have a right to know the potential chemical hazards in your work environment, precautions to take and the protective measures available.

We maintain an inventory of hazardous chemicals, a central file of the Material Safety Data Sheets (MSDS) received from vendors, a labeling system for containers of chemicals, and training procedures. Refer to the MSDS for each chemical's health effects, exposure limits, carcinogenic properties (whether it causes or tends to cause cancer), precautionary measures, emergency and first aid procedures. Your department may also require the use of personal protective equipment, such as gloves or goggles, when using certain types of chemicals.

If you witness the spill or release of any material, check with your Supervisor(s) to see if the steps of dealing with hazardous material spills need to be followed.

- If you witness or discover a hazardous material spill, call Security Command and the Maintenance Department.
- Take note of the estimated amount of the substance spilled, color, any chemical reactions, other possible dangers in the immediate area and the physical property of the substance (solid, liquid, or gas).
- Notify the Security Department. The Security team will handle the situation and notify any outside agencies required (such as the fire department) and in conjunction with Senior Management will determine if any partial or complete building evacuation is required. Inform the

responding Security Officers of your level of exposure to the spilled material and seek any medical treatment you need.

BLOOD BORNE PATHOGENS

If your job carries any risk of exposure to another person's blood or bodily fluids, the Company has a training procedure and preventative measures in place.

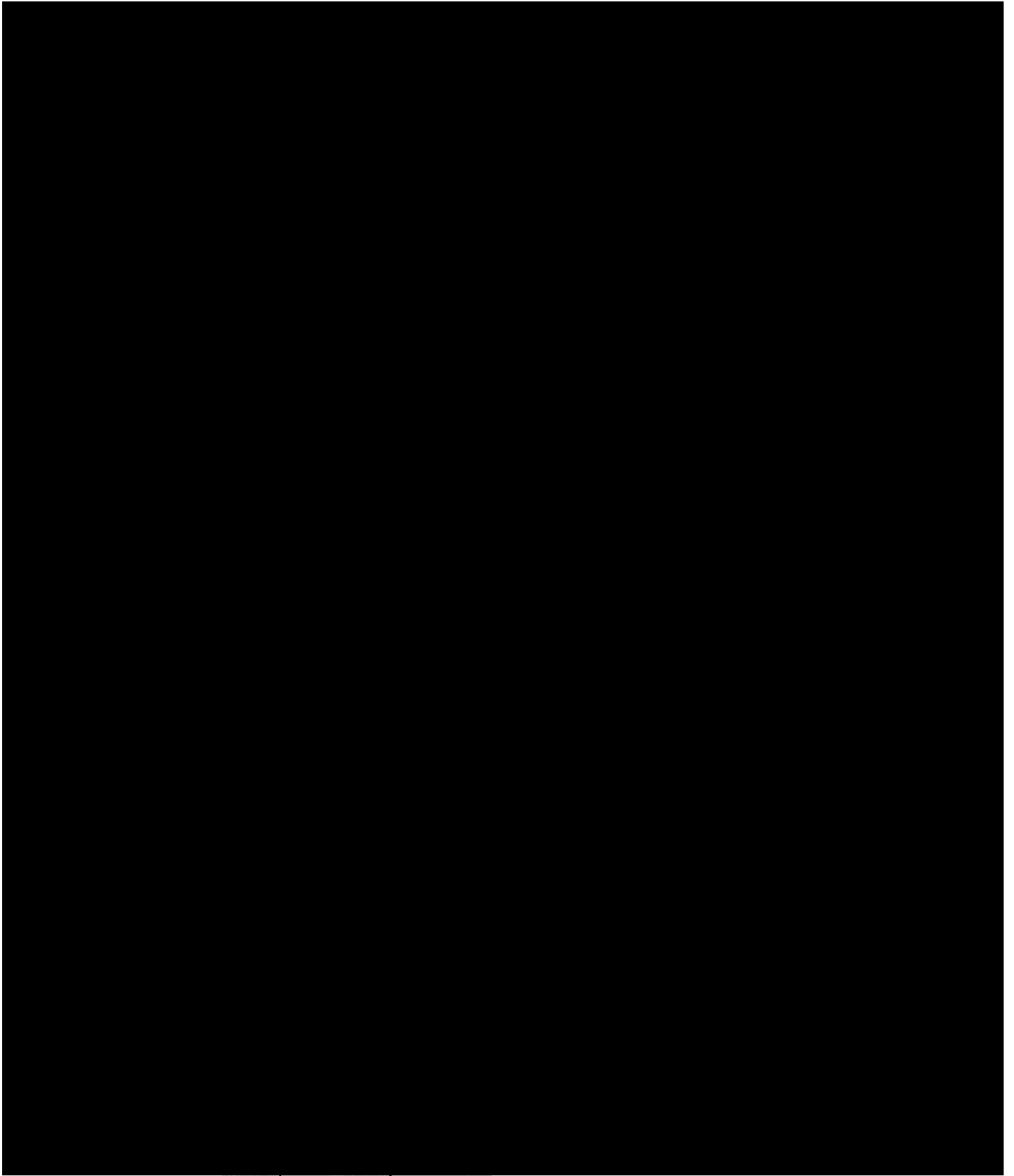
At risk-departments offer Team Members the hepatitis B vaccine at no cost, personal protective equipment, a written Exposure Control program and specific blood borne pathogen-handling training. If you are unsure of your position's status, check with your Supervisor(s).

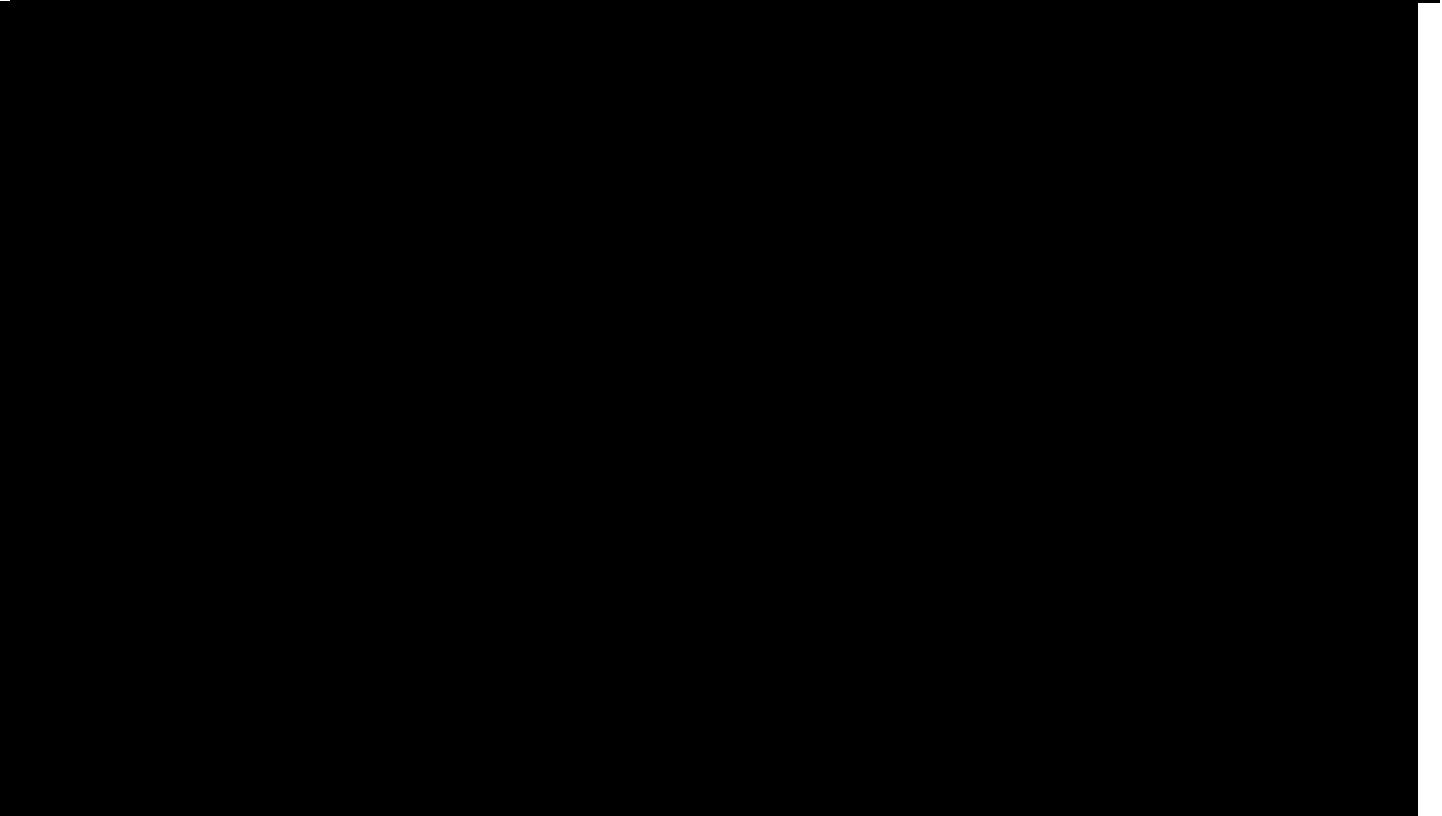
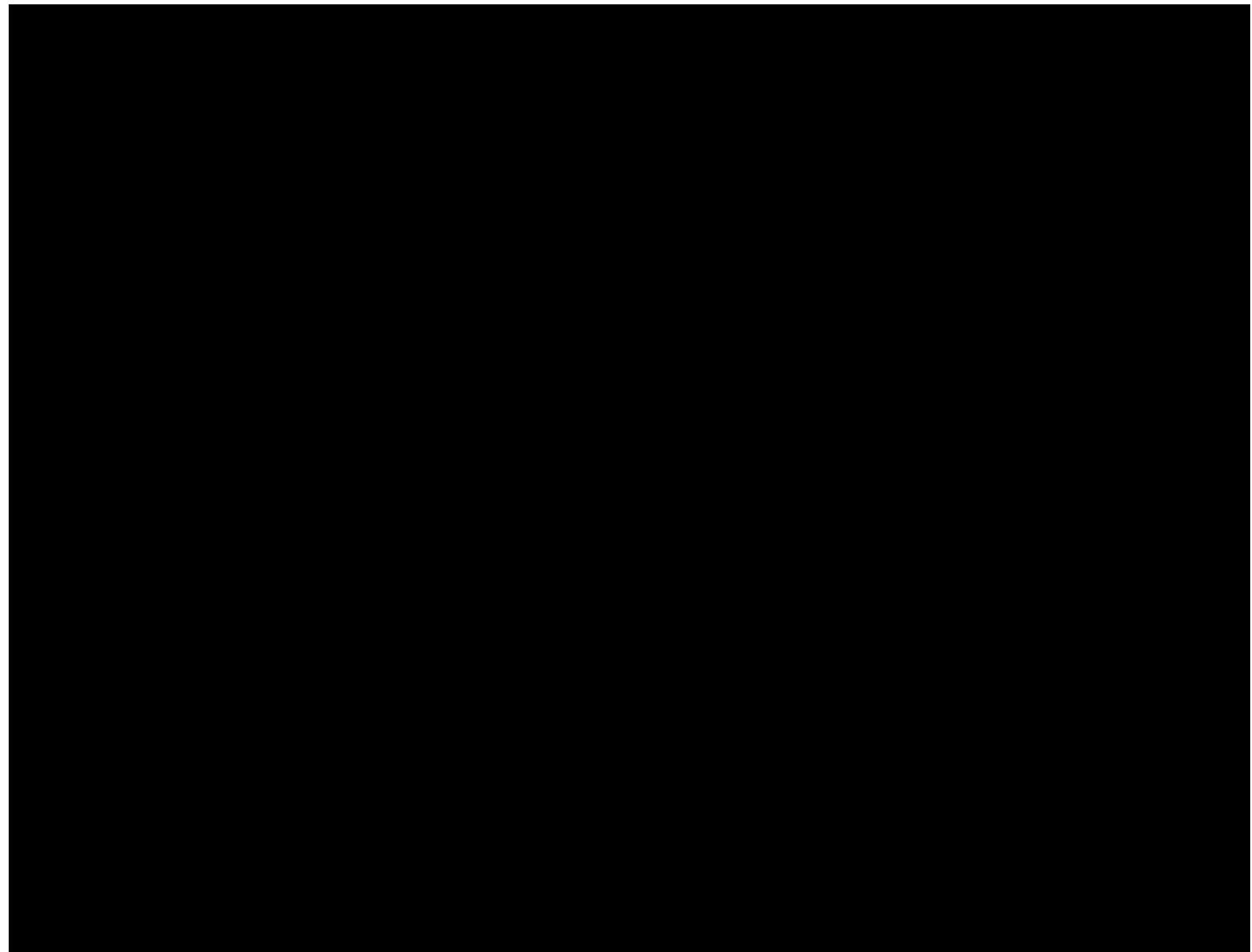
If you believe you have been exposed to blood borne pathogens while at work please follow the guidelines contained within "Team Member Injury or Accident".

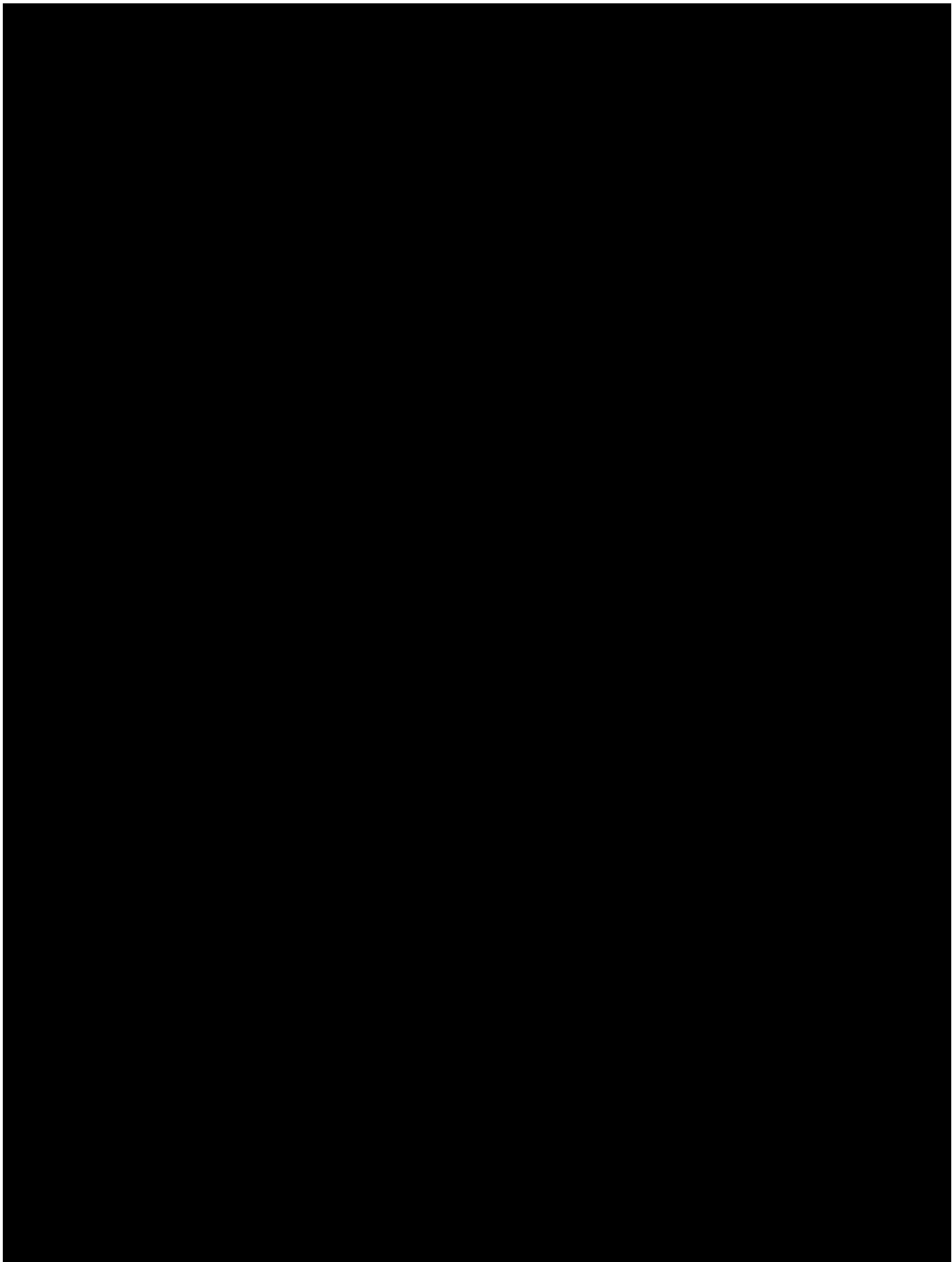
NOTHING IN THIS HANDBOOK SHALL BE CONSTRUED AS CREATING A CONTRACT OF EMPLOYMENT OR ALTERING THE AT-WILL-RELATIONSHIP.

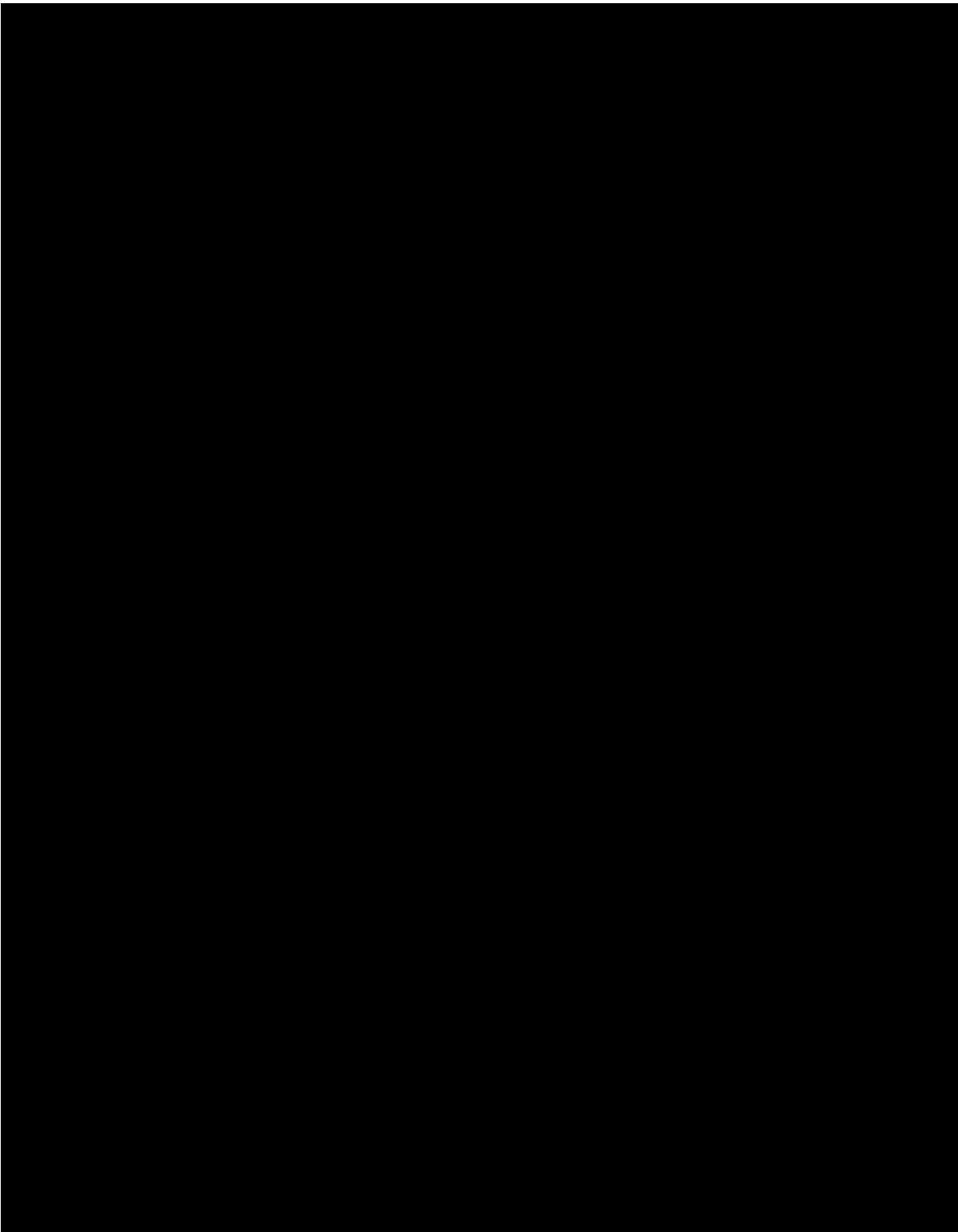
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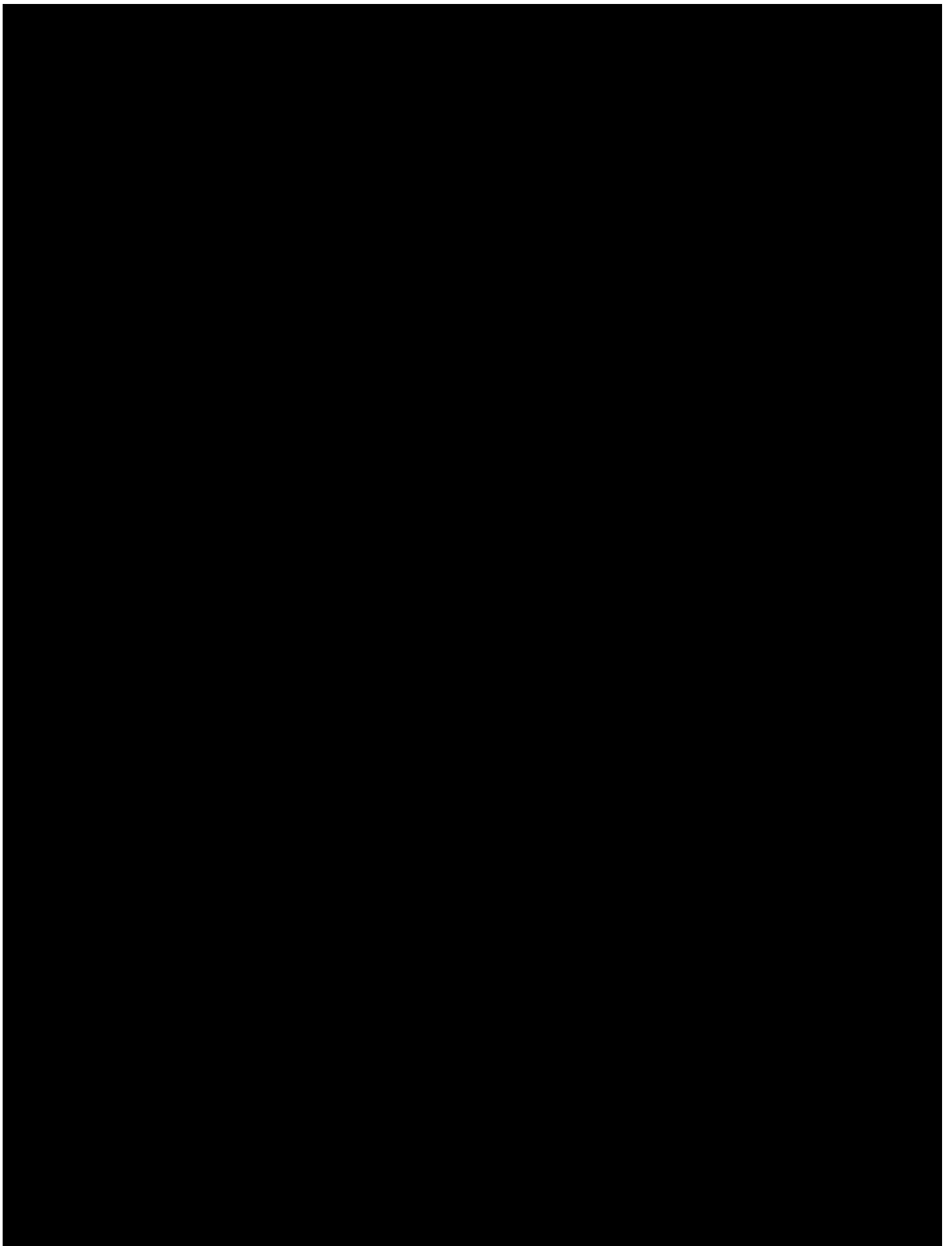
Turf Club Manager Operations Manual

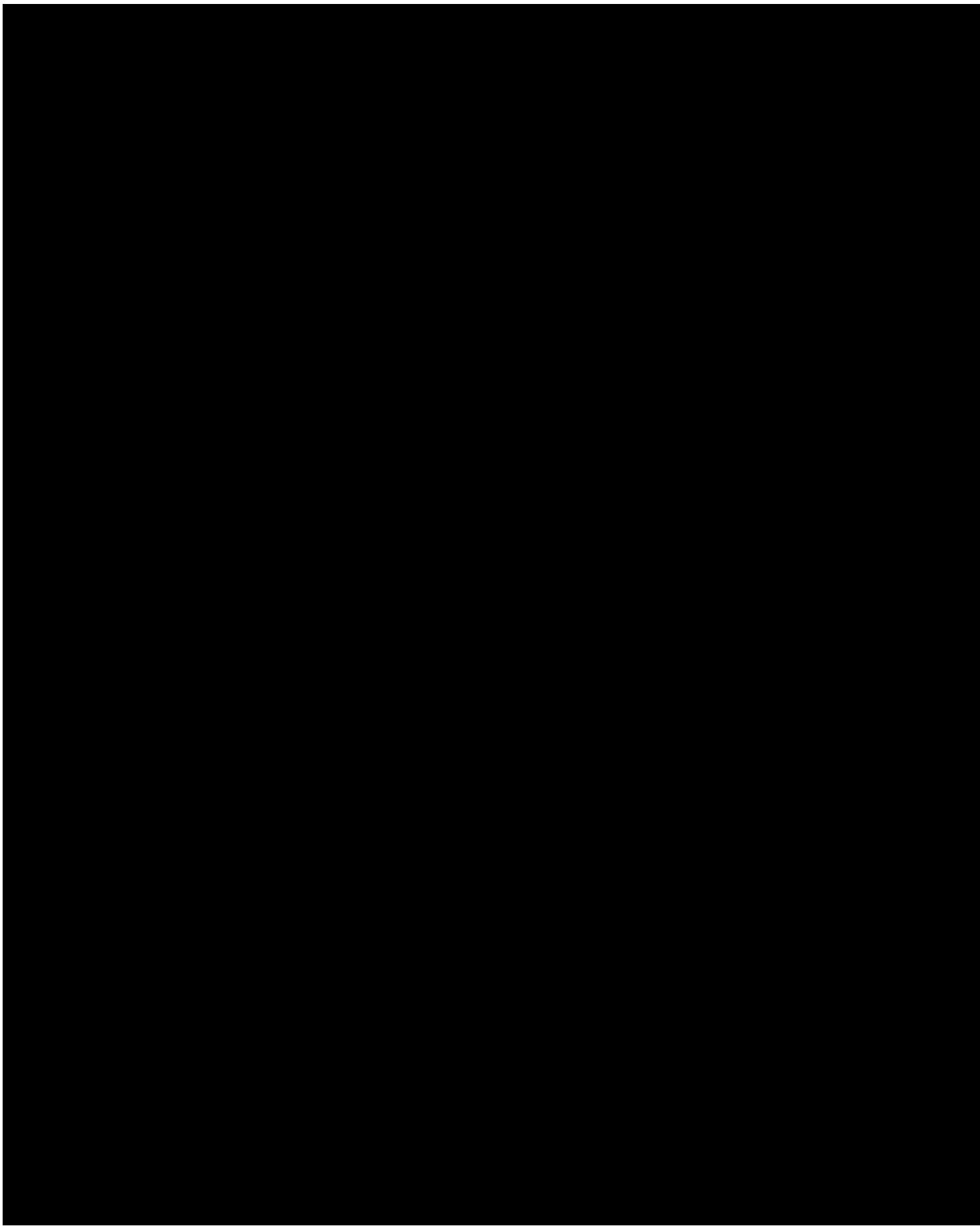


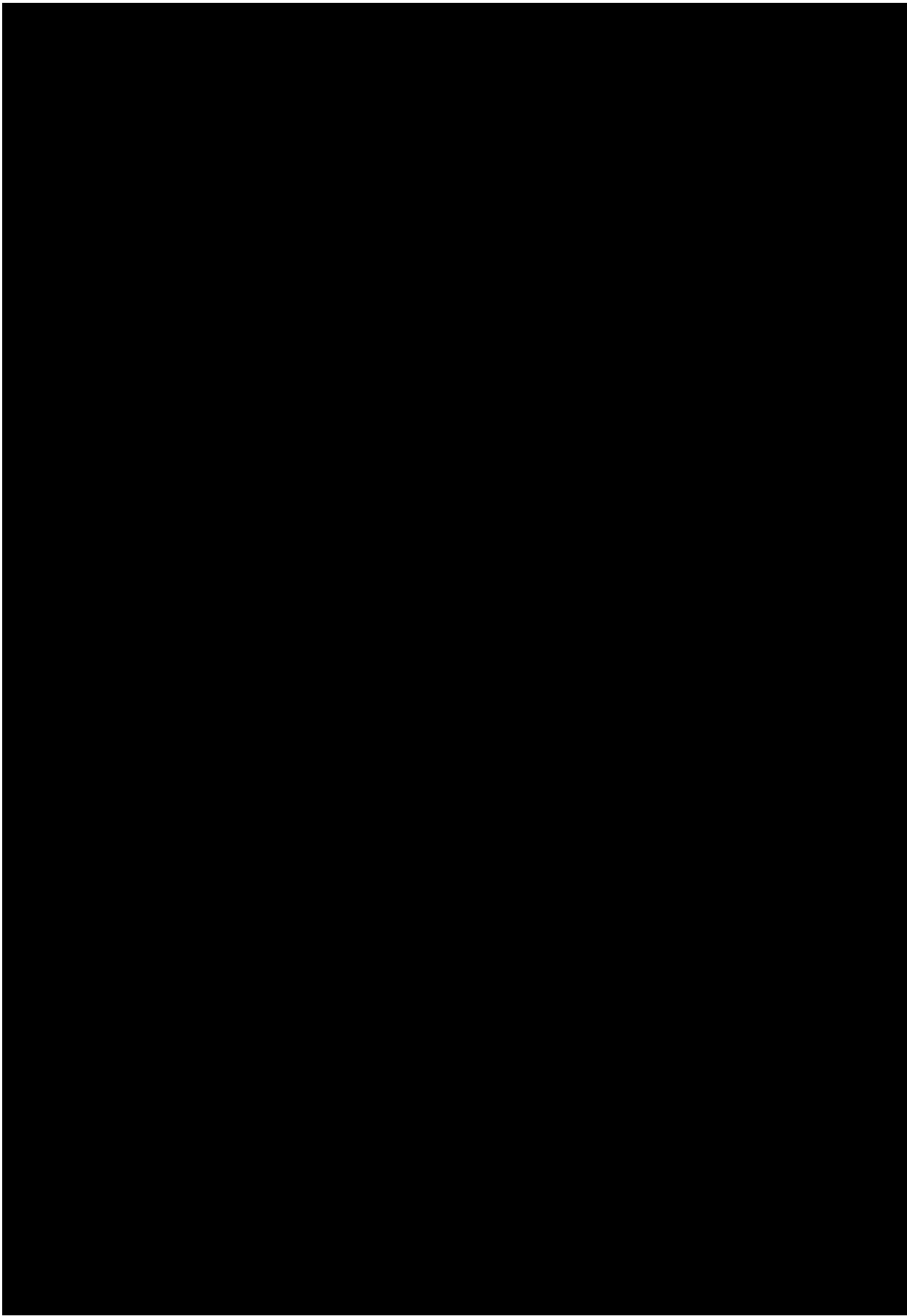






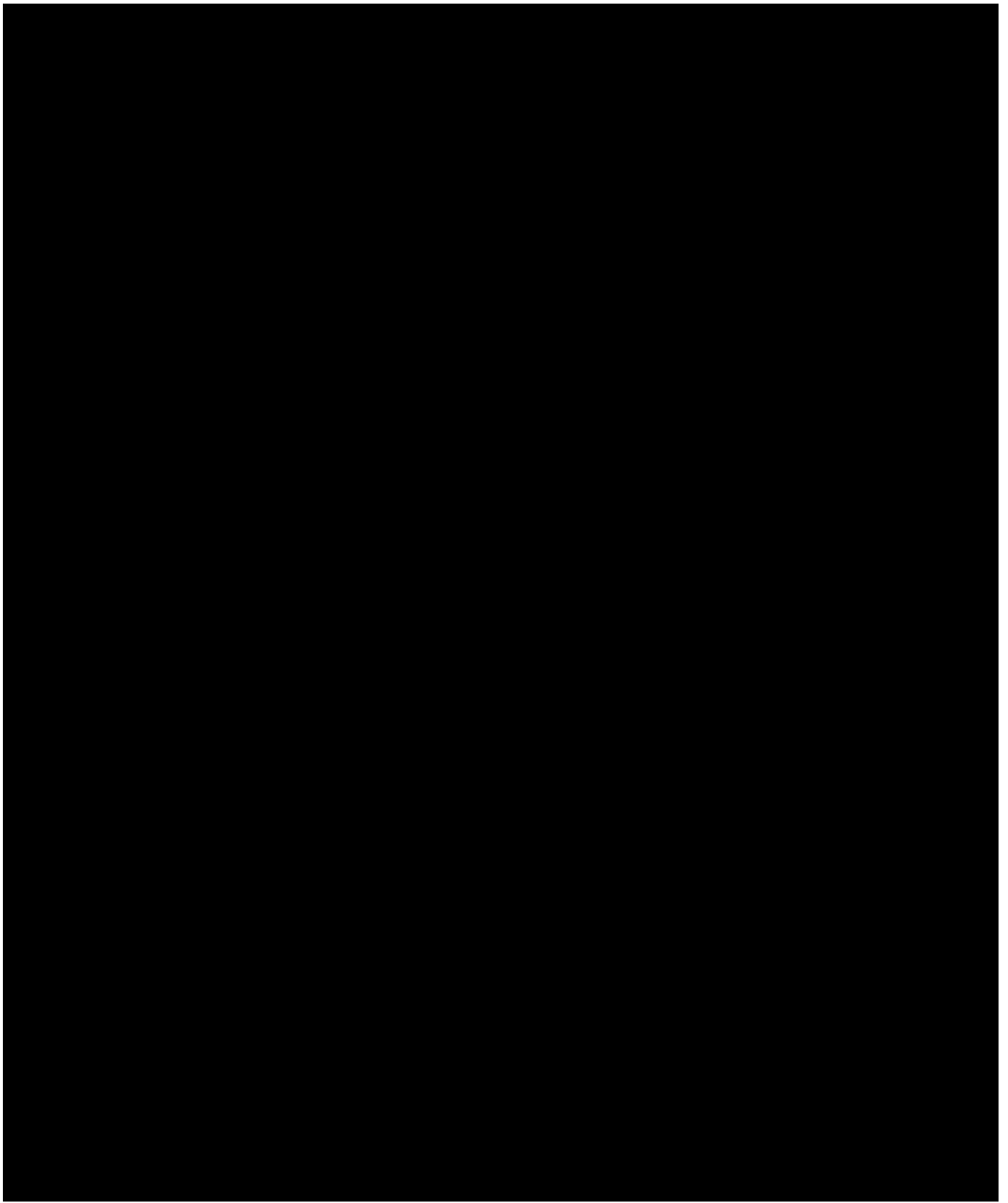


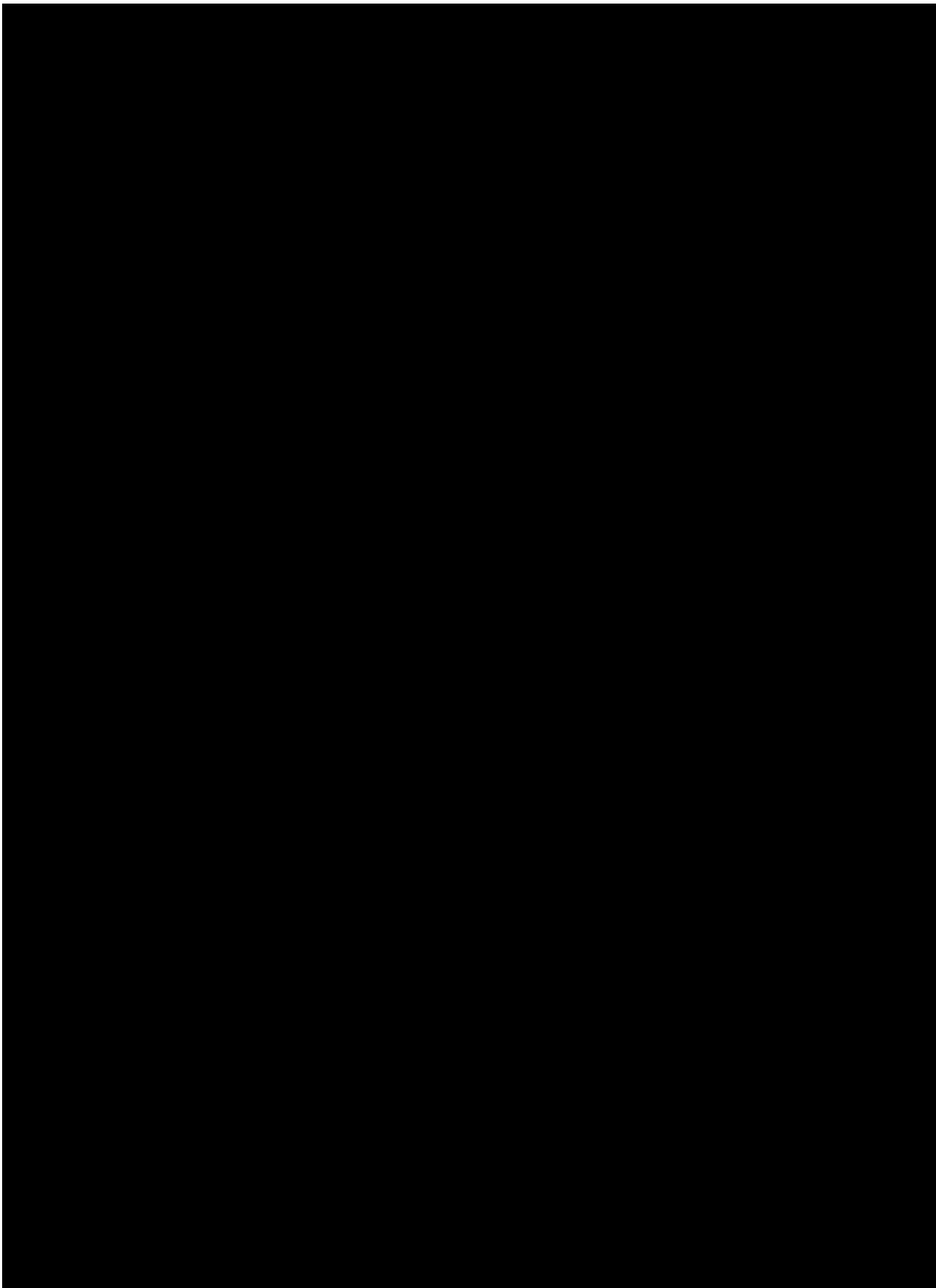




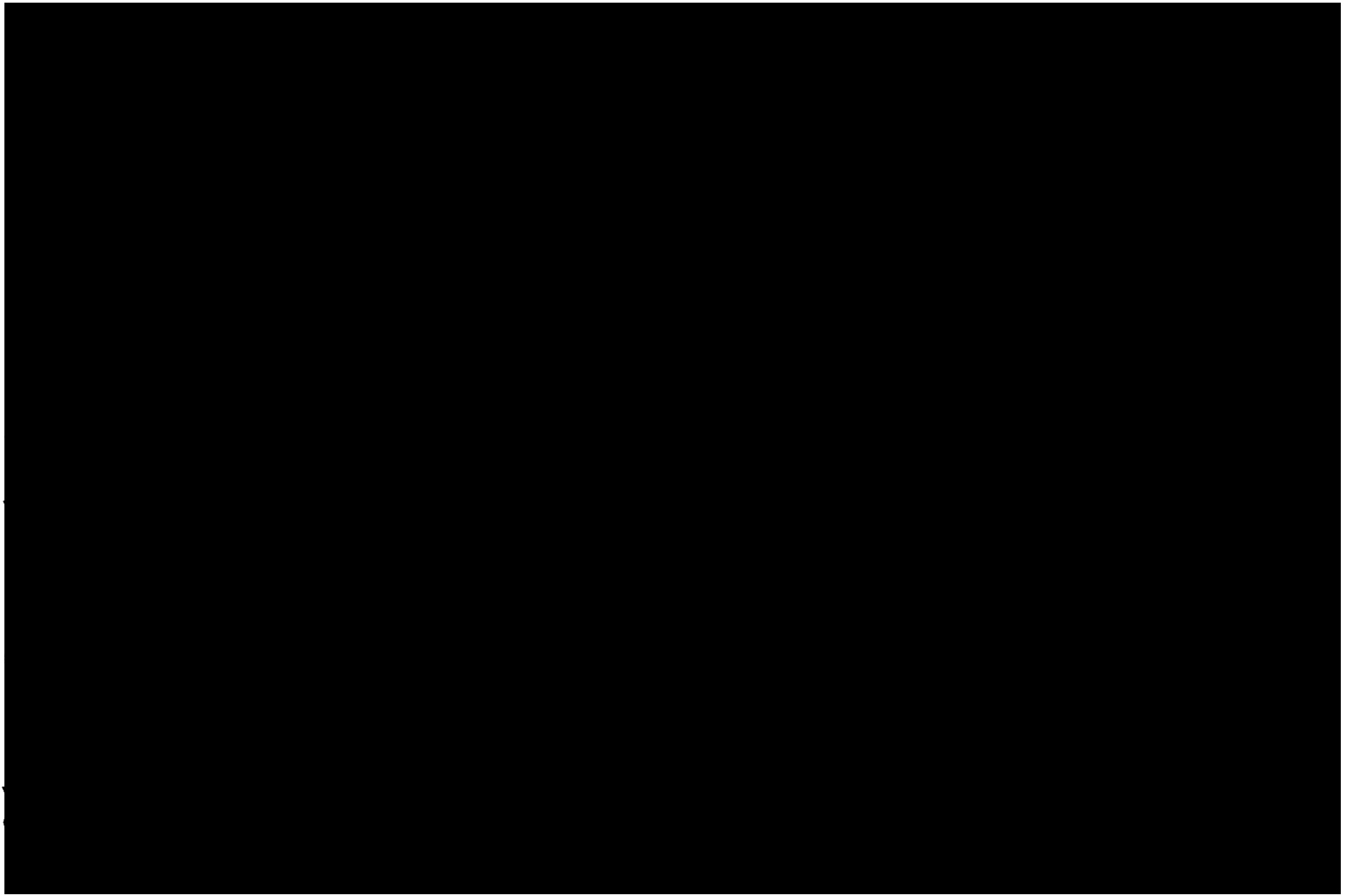


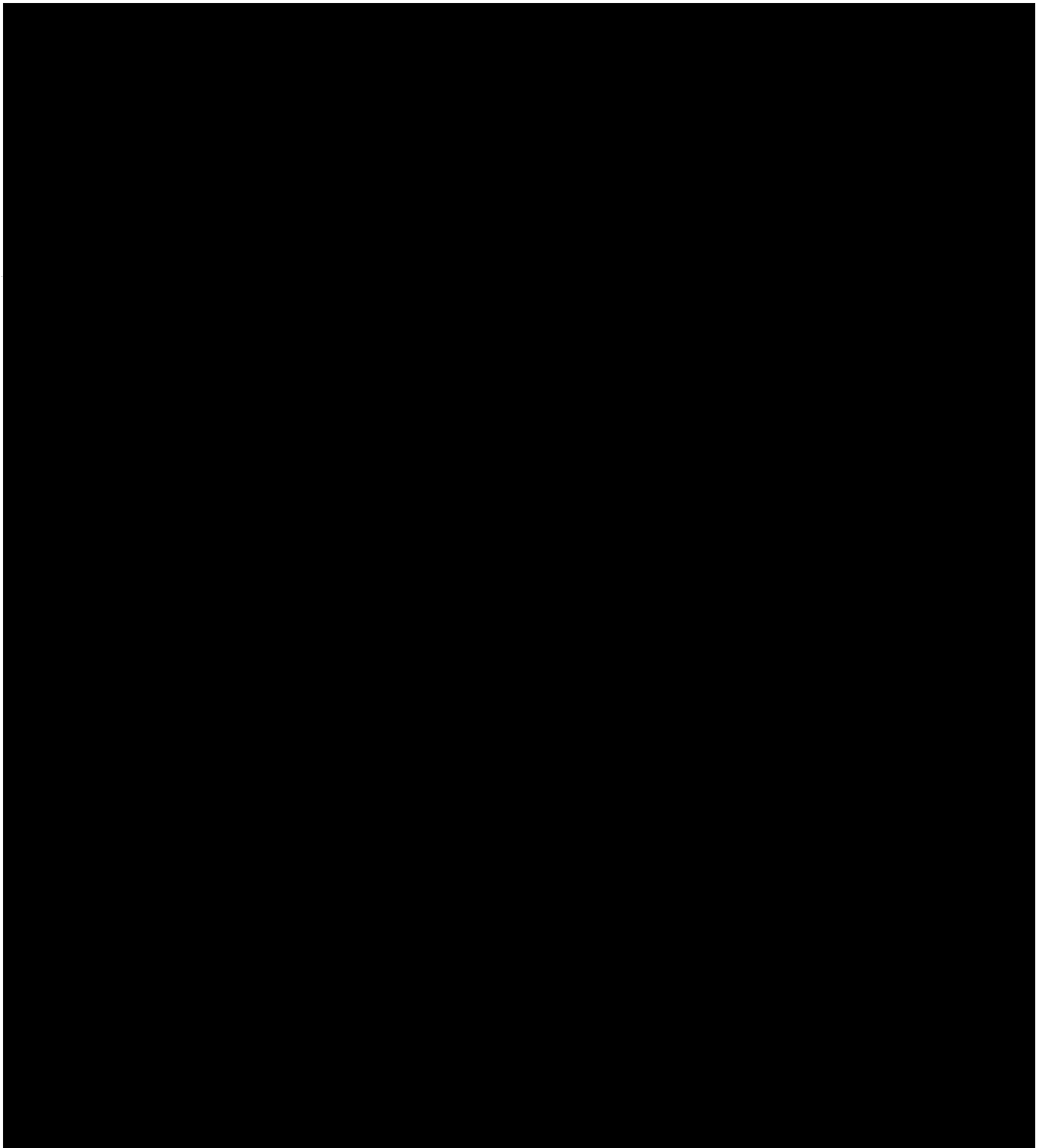
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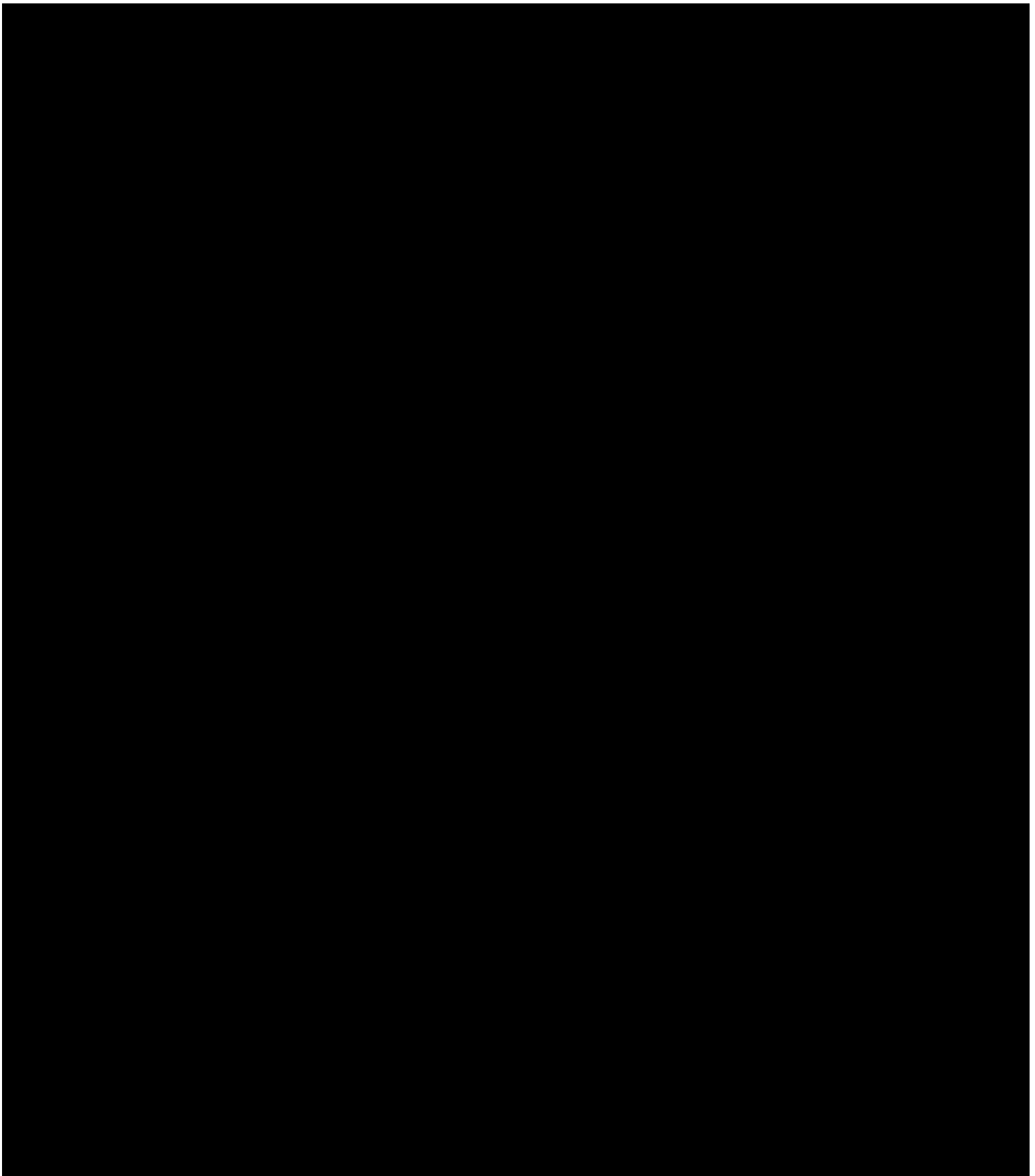




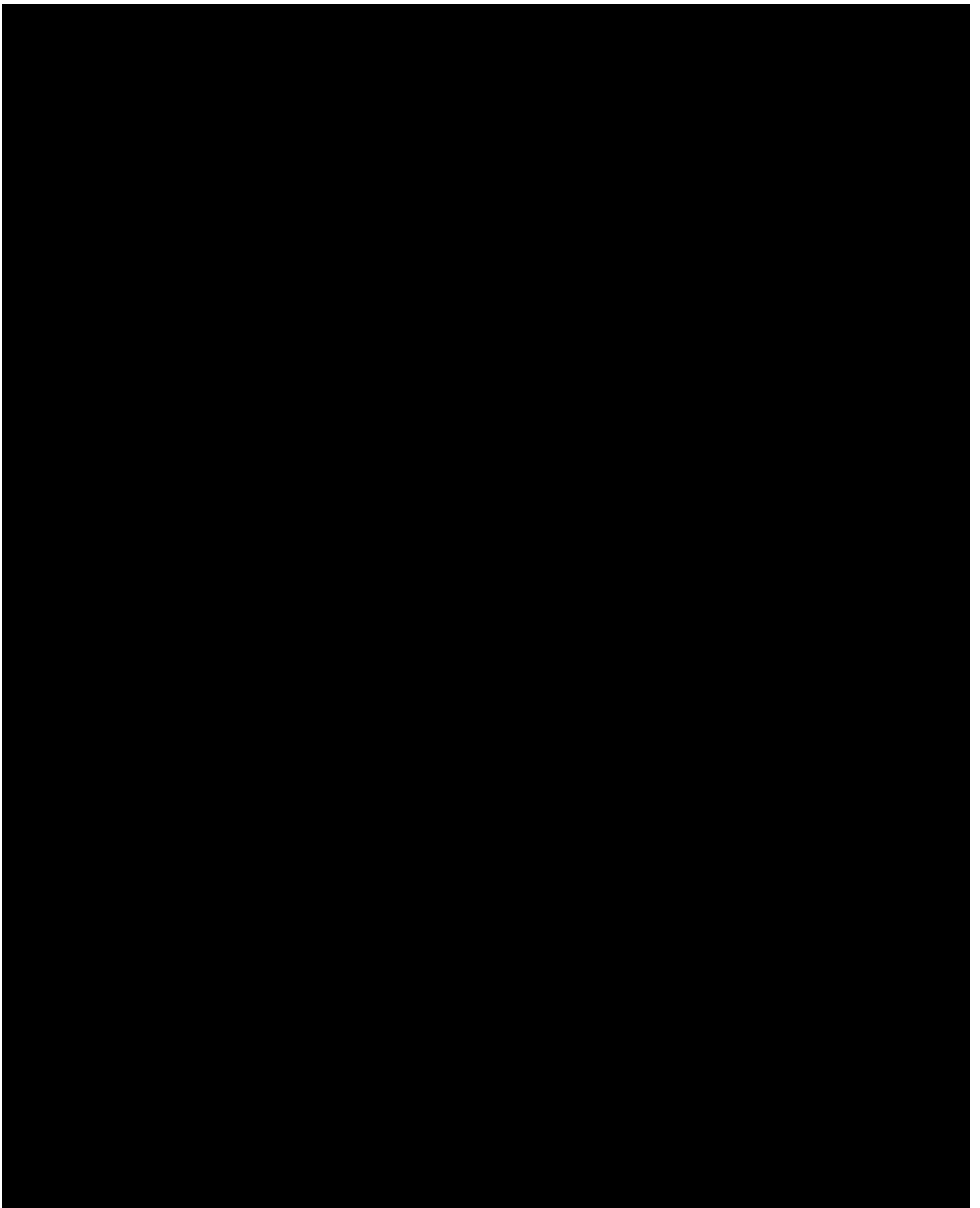




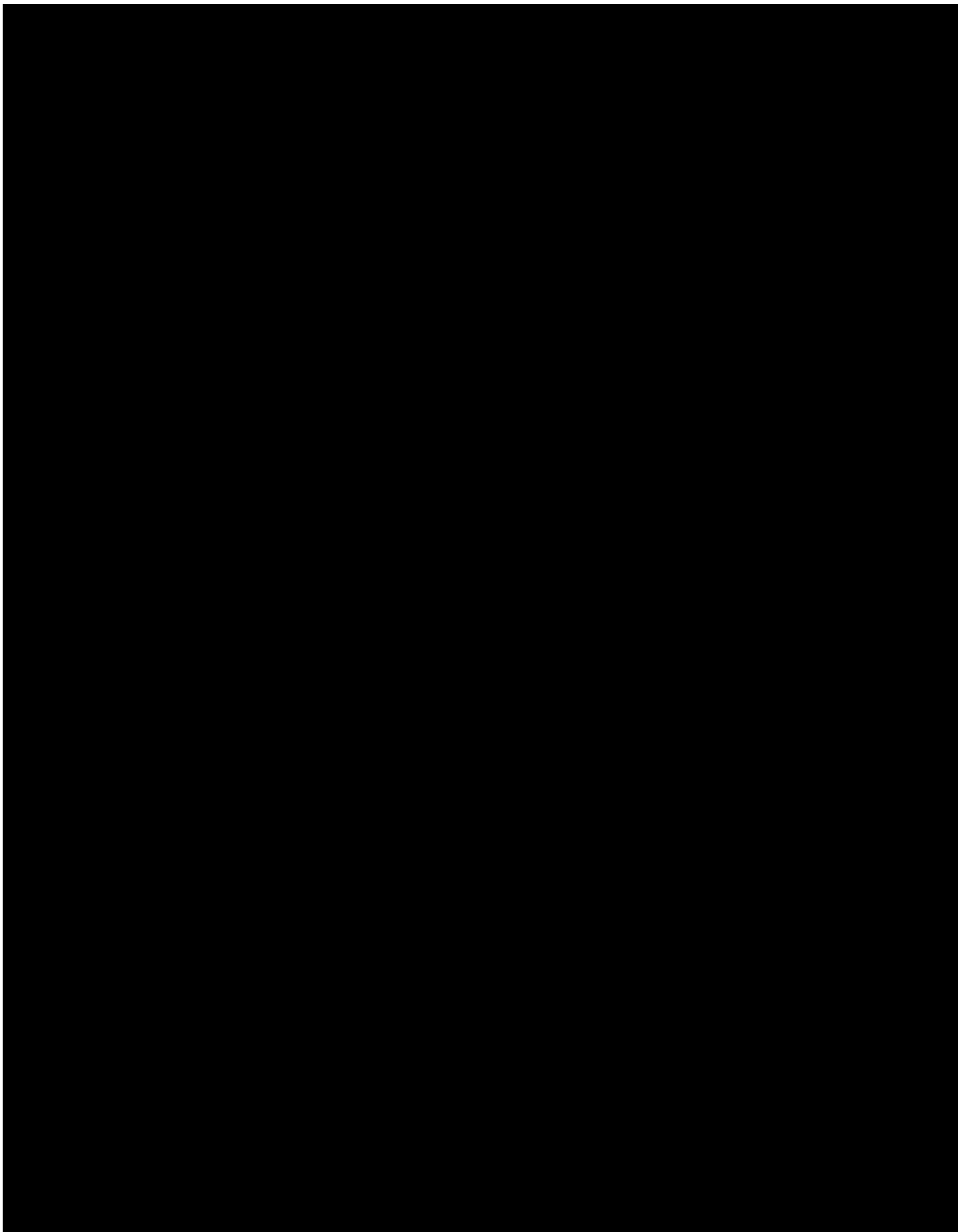


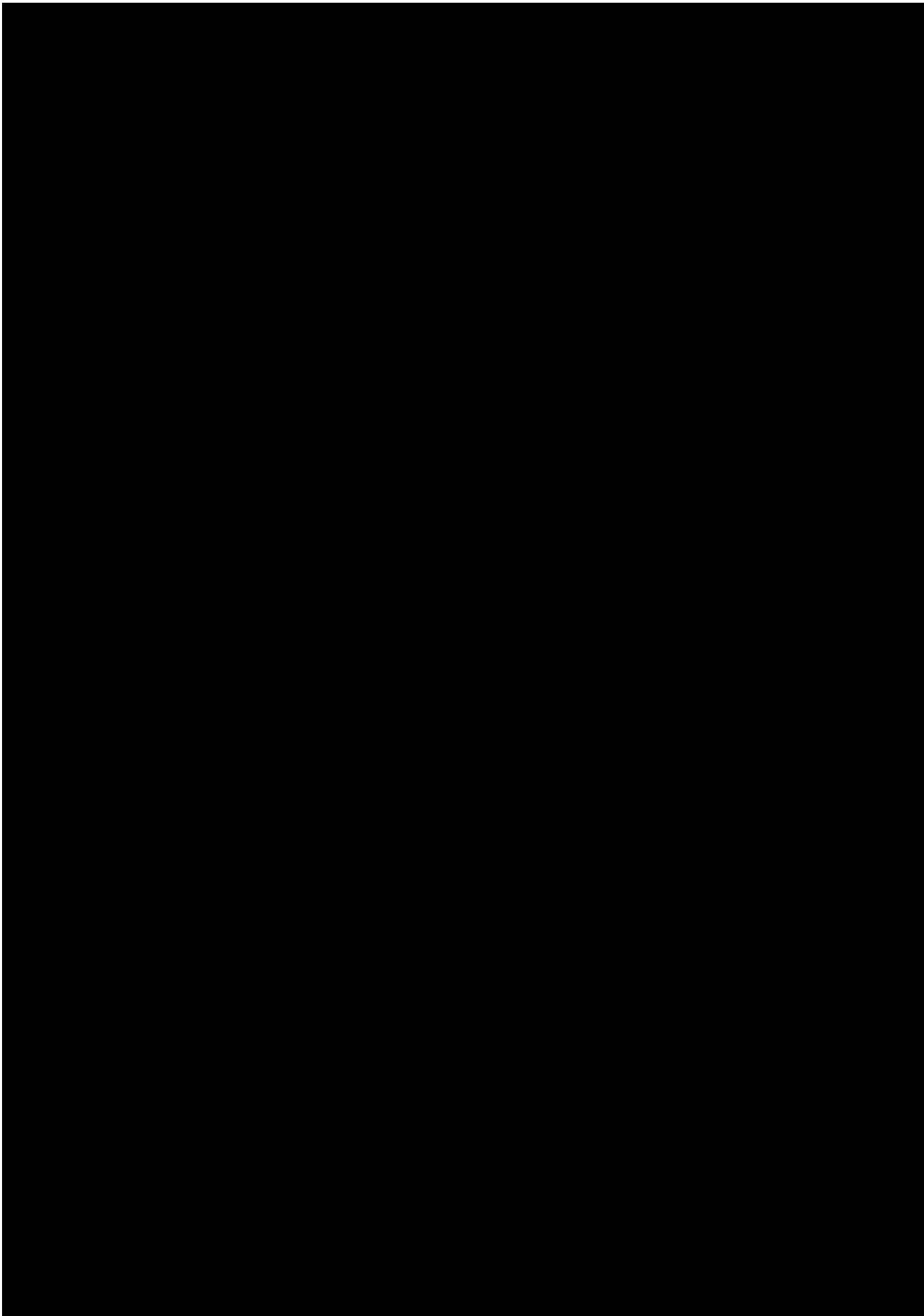


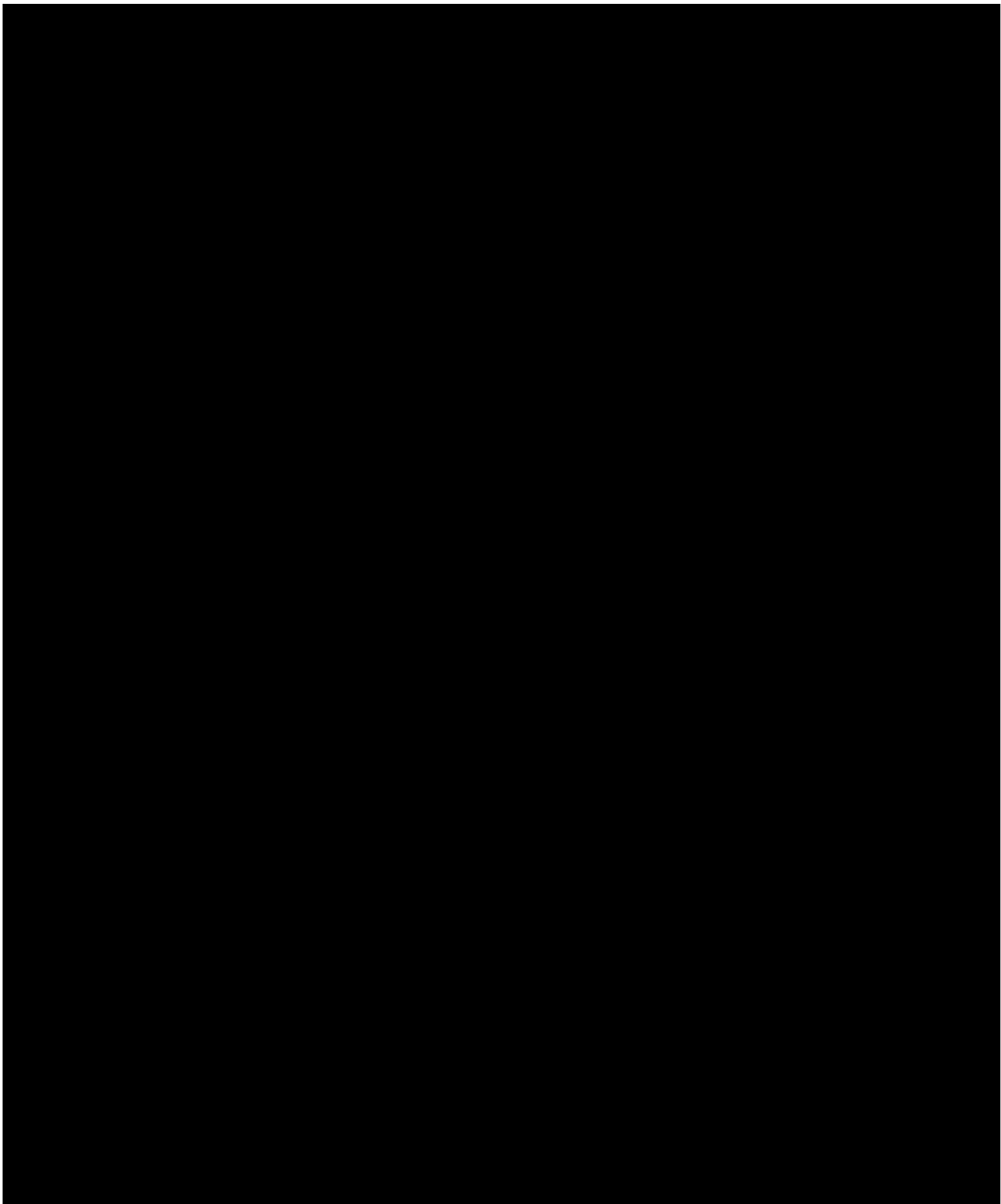


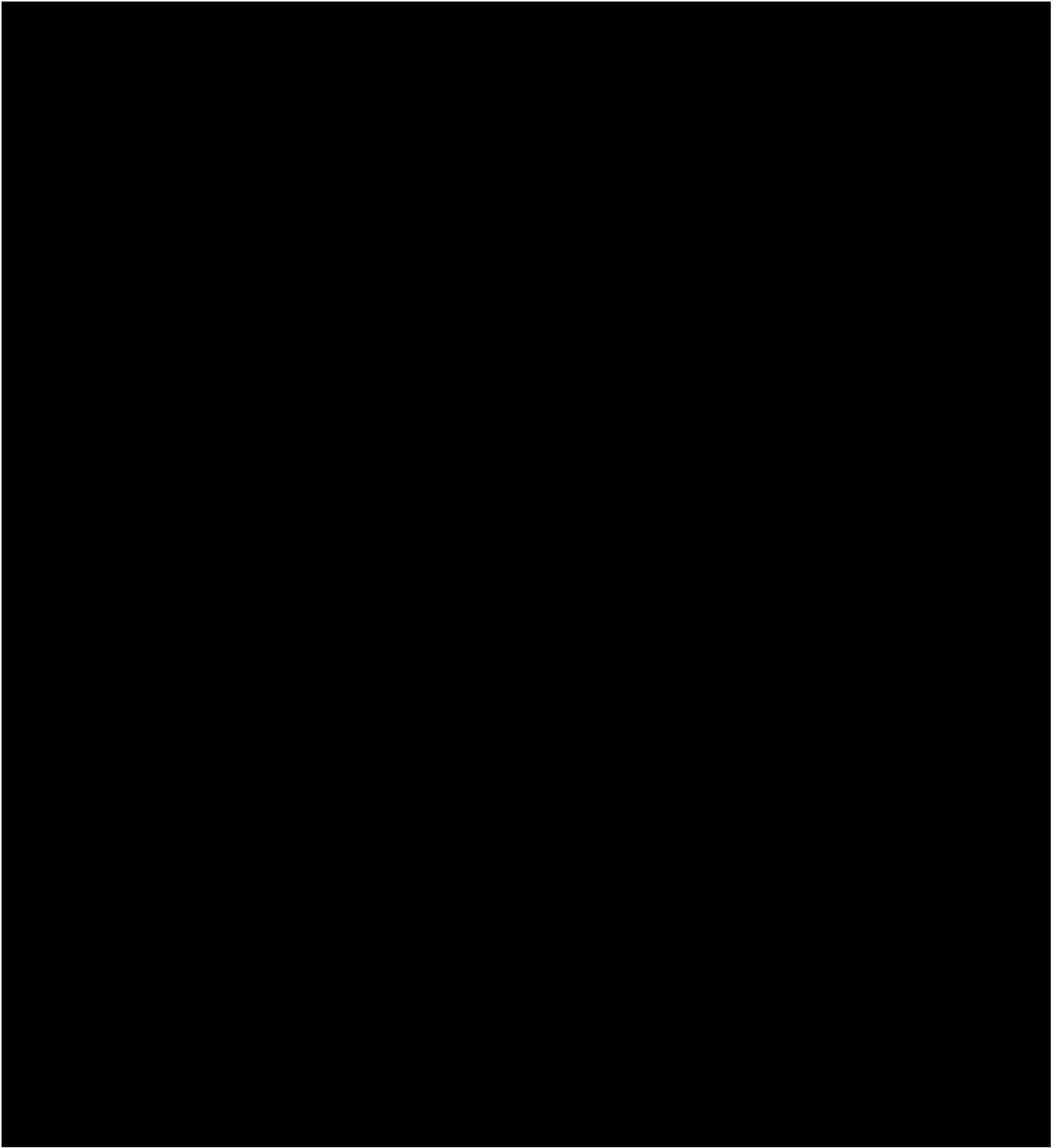


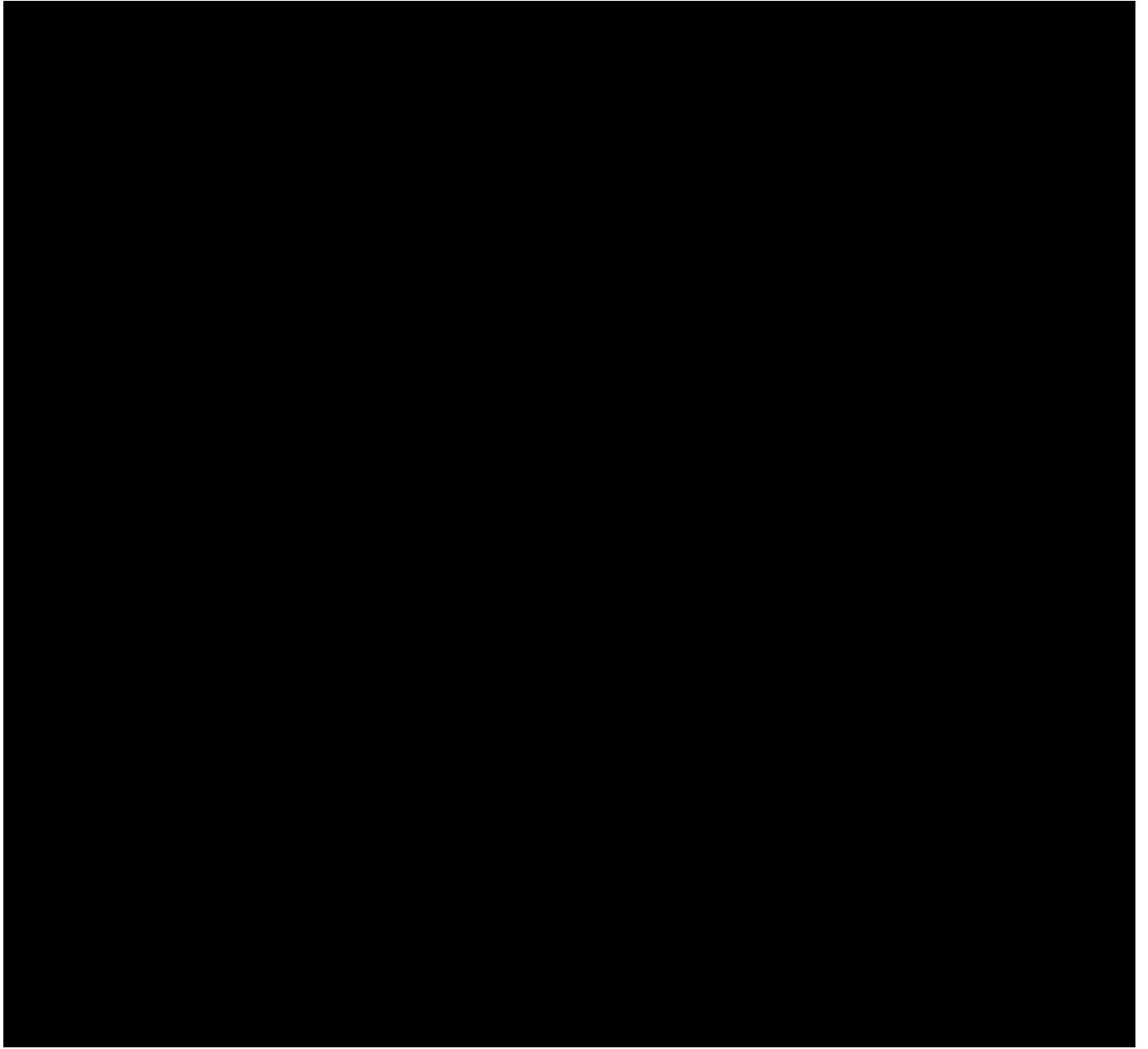


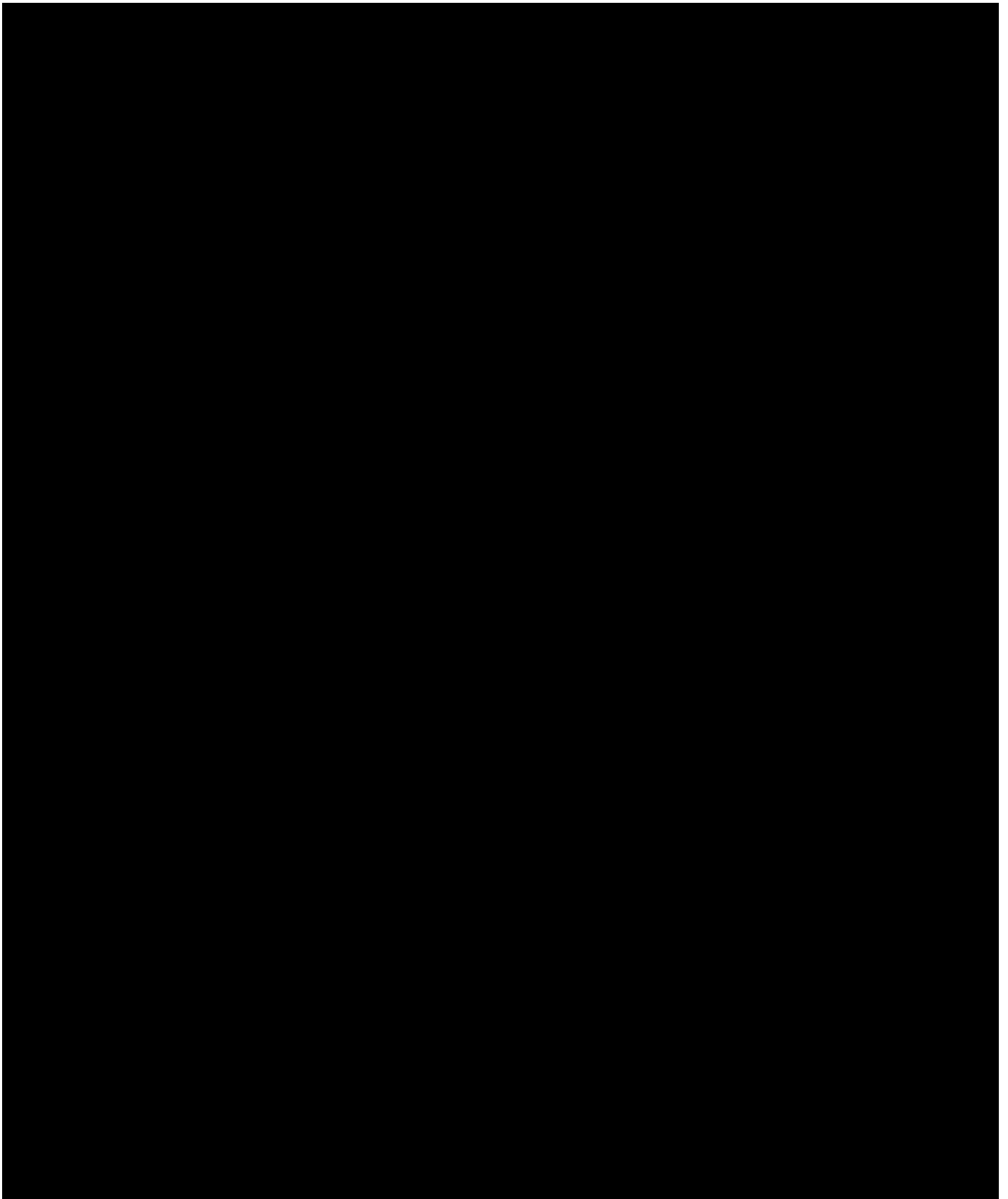






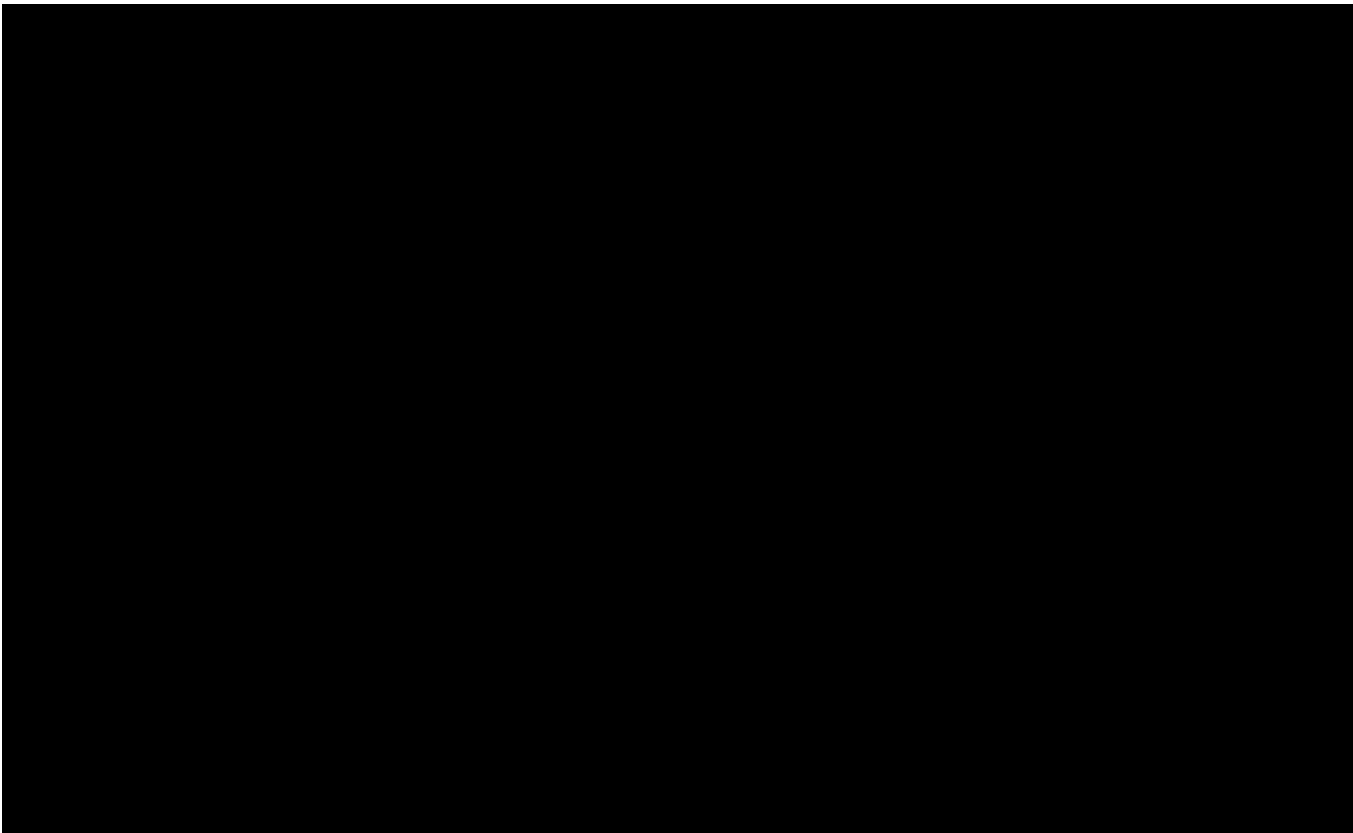


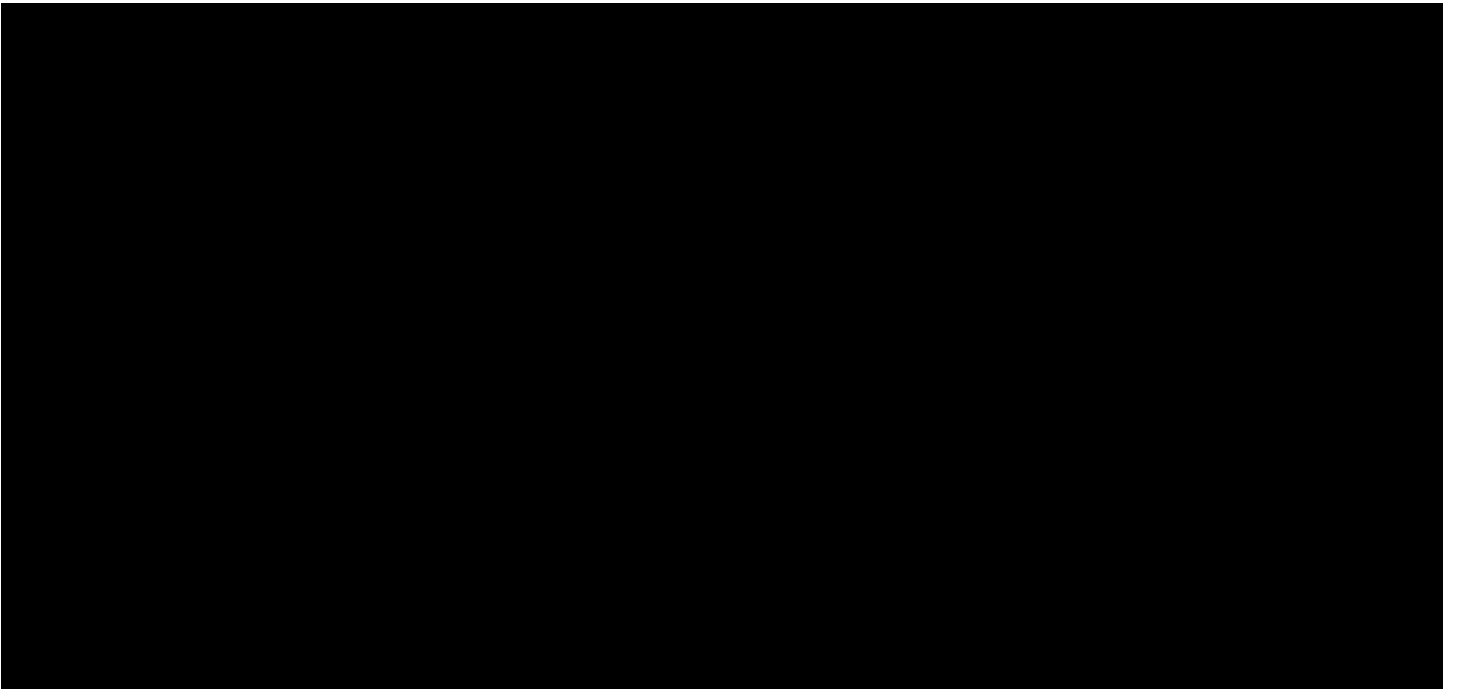


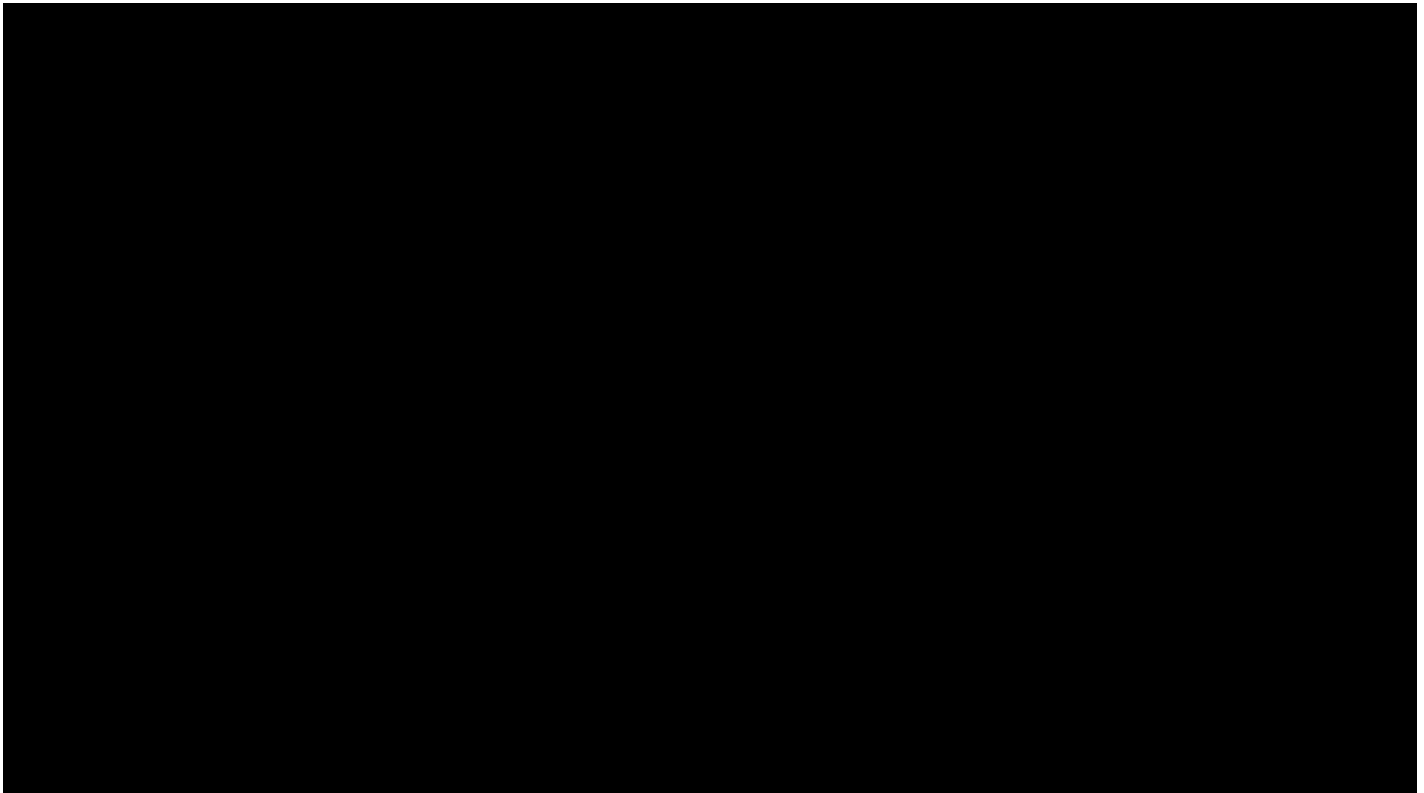








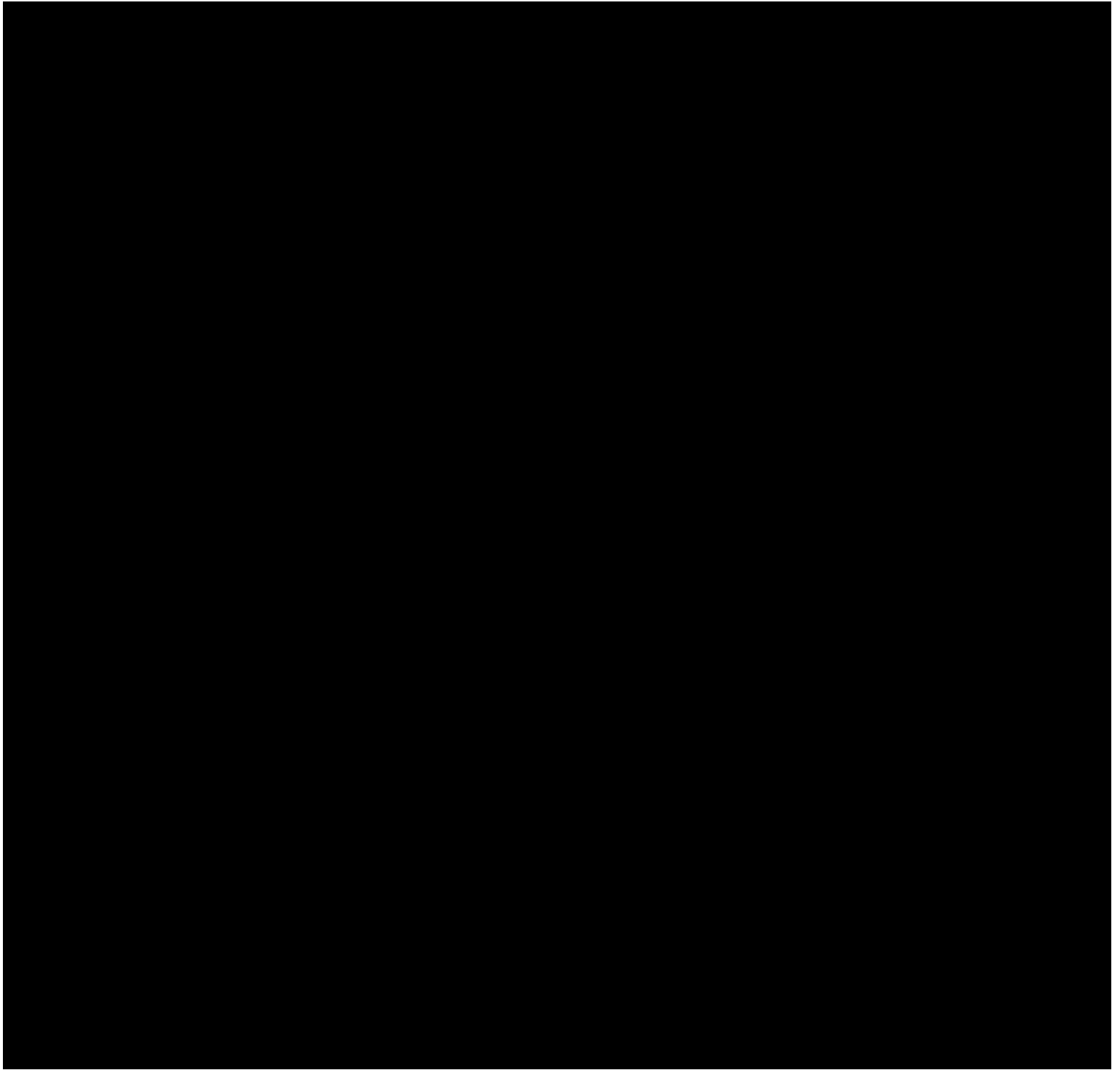


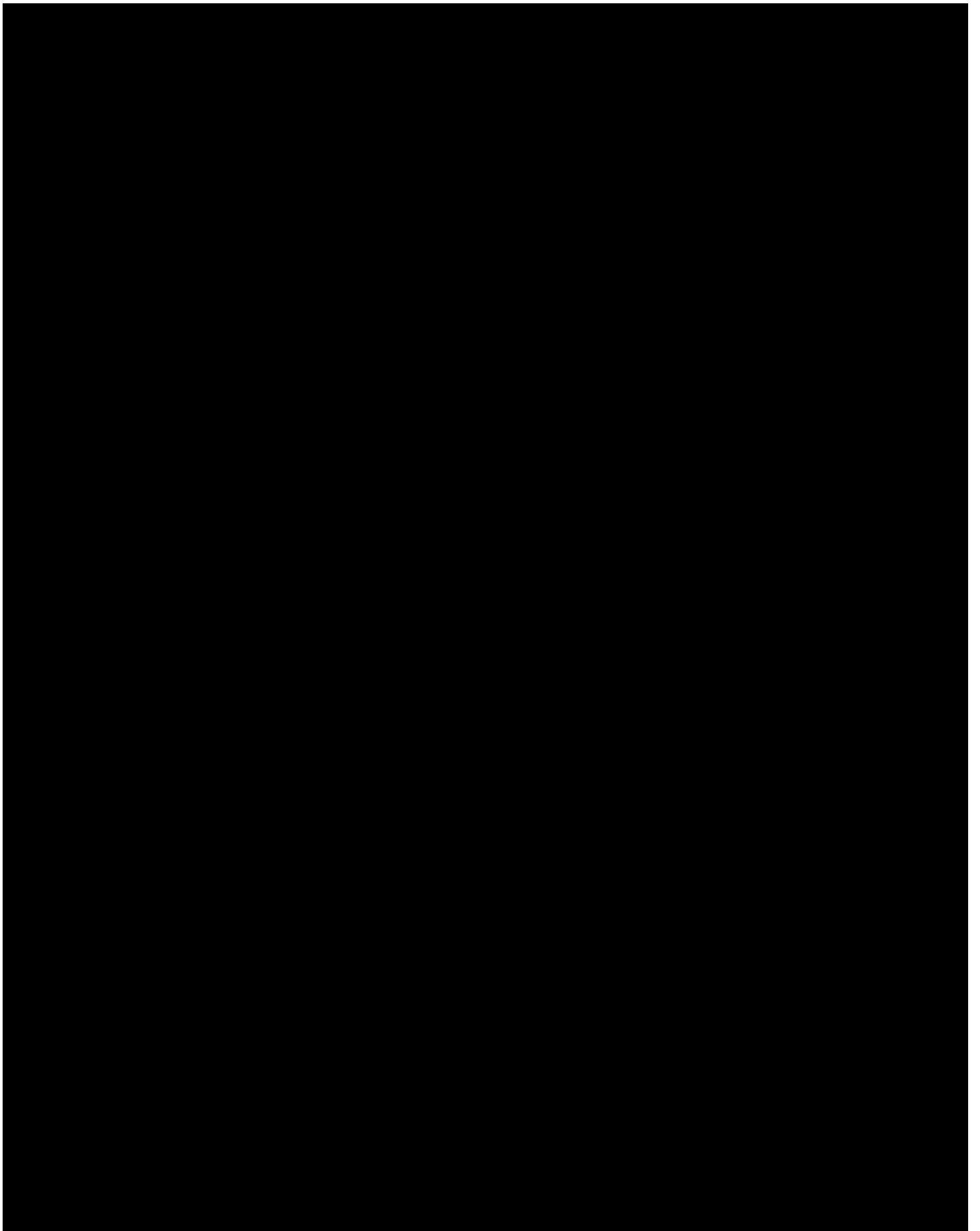


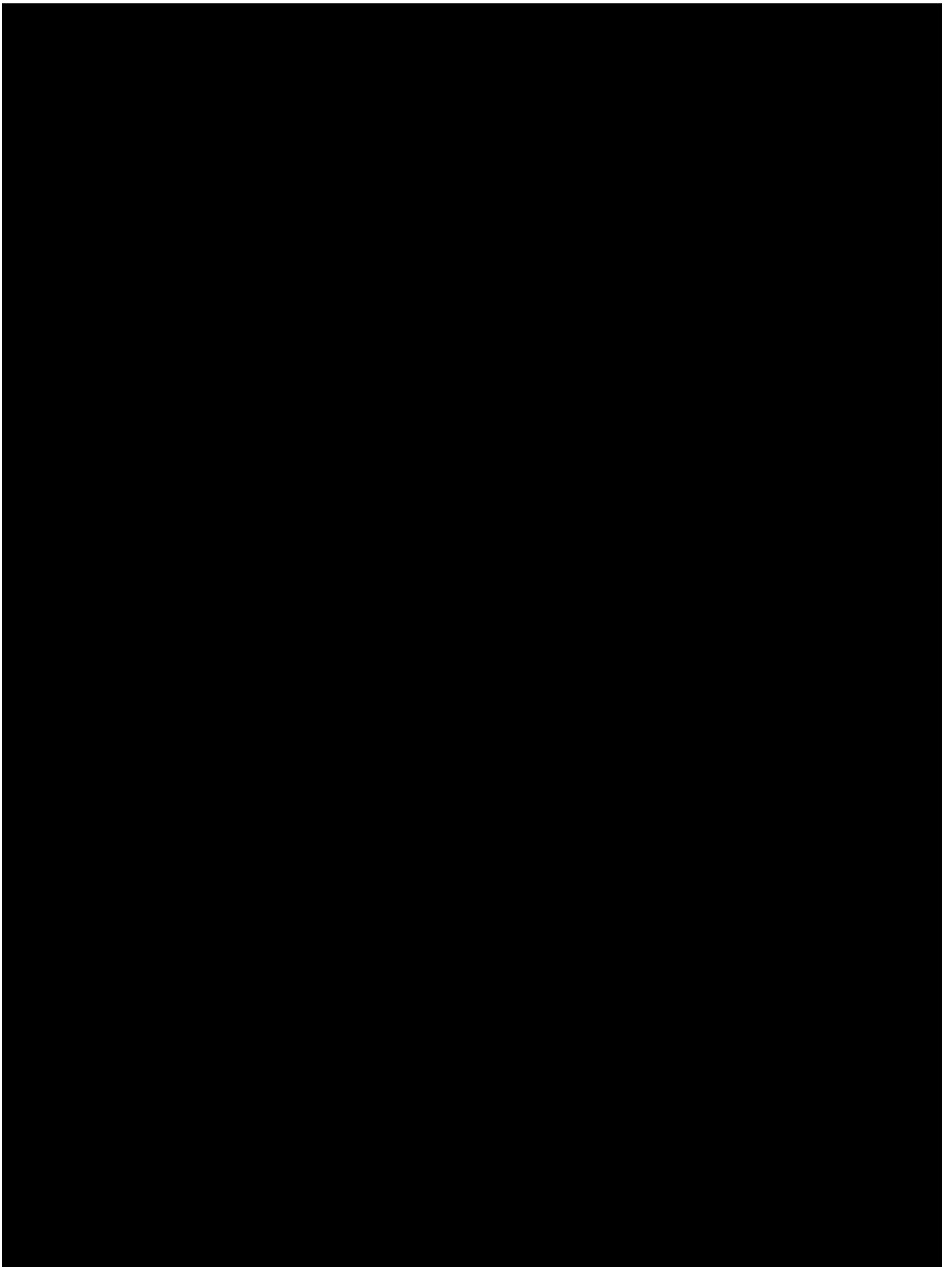


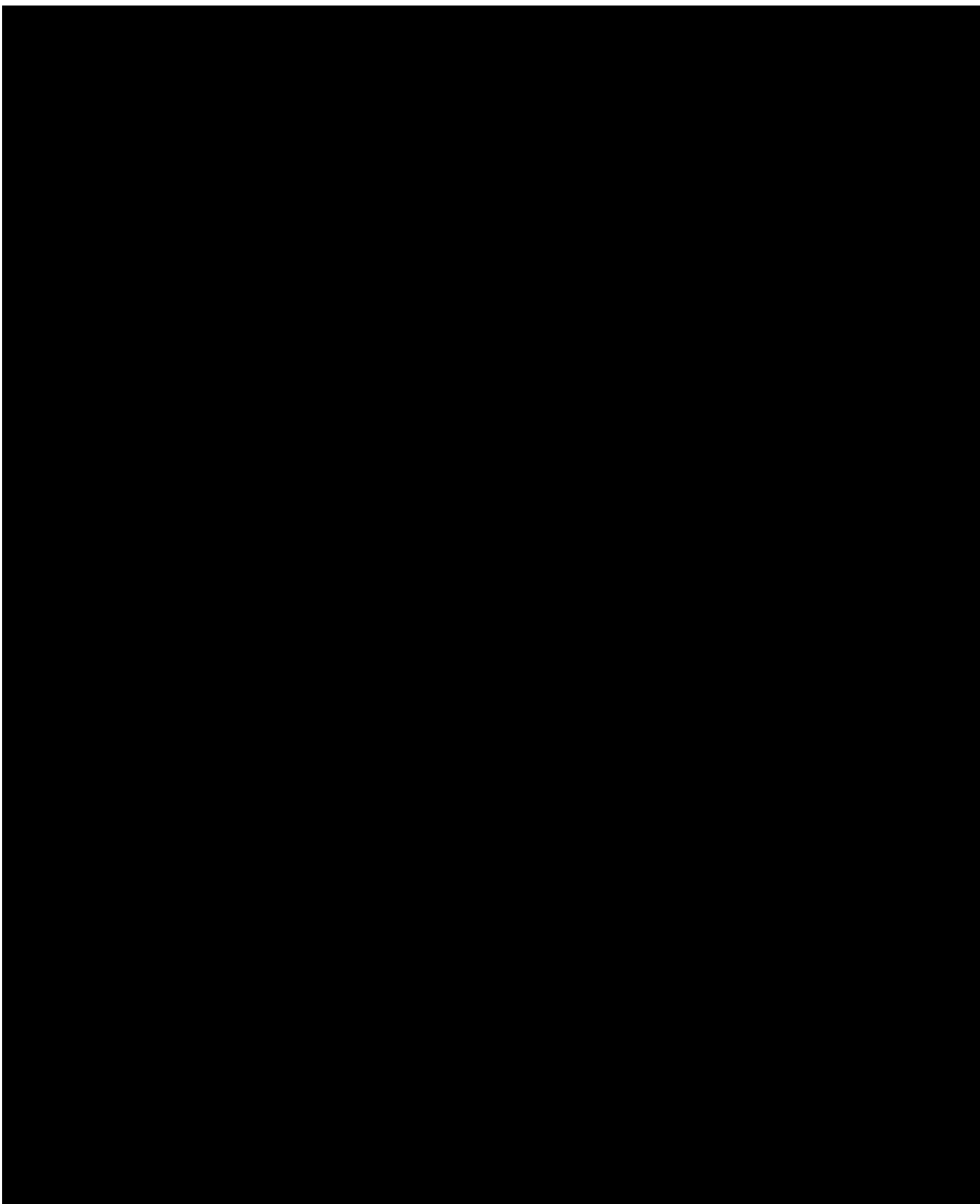


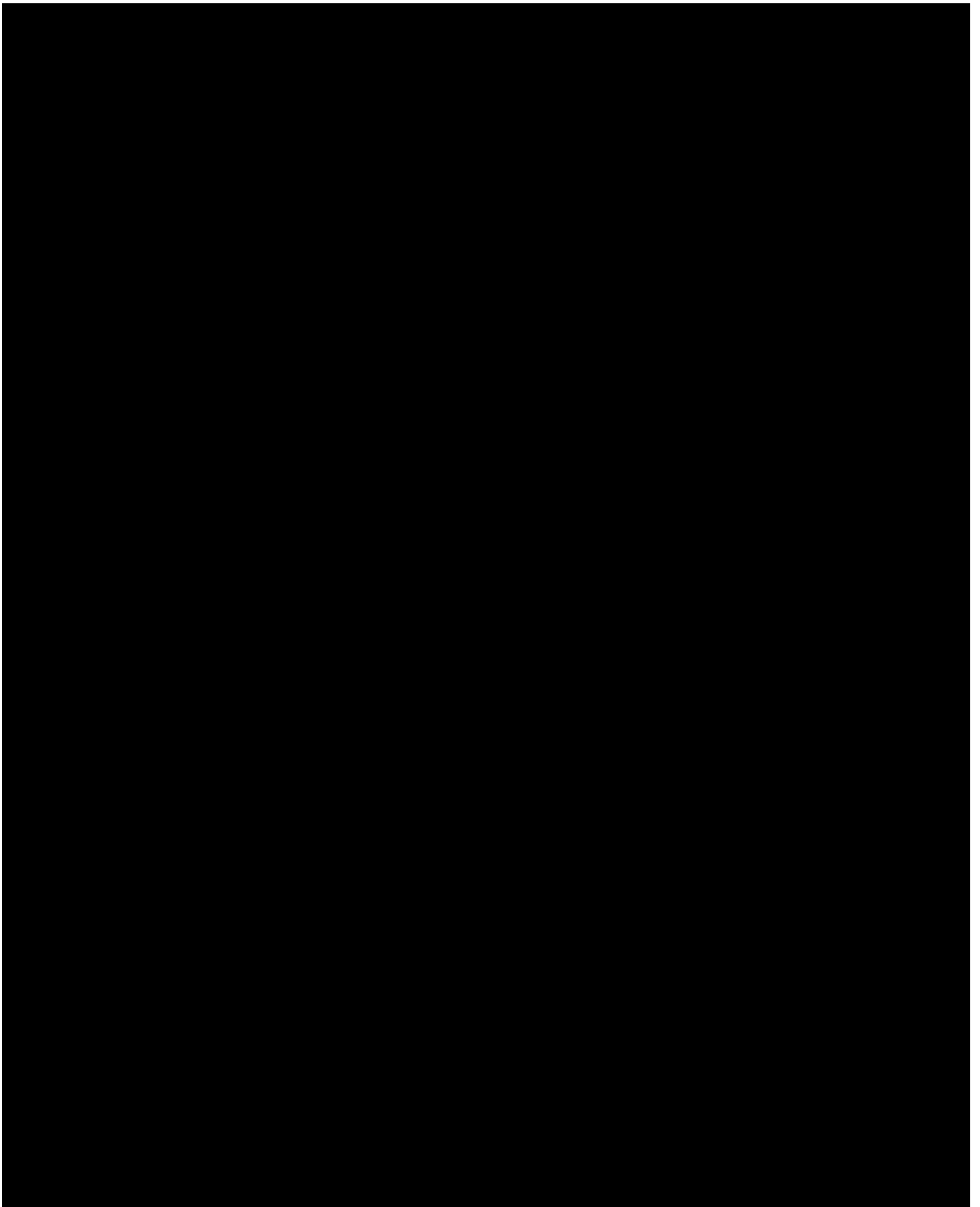


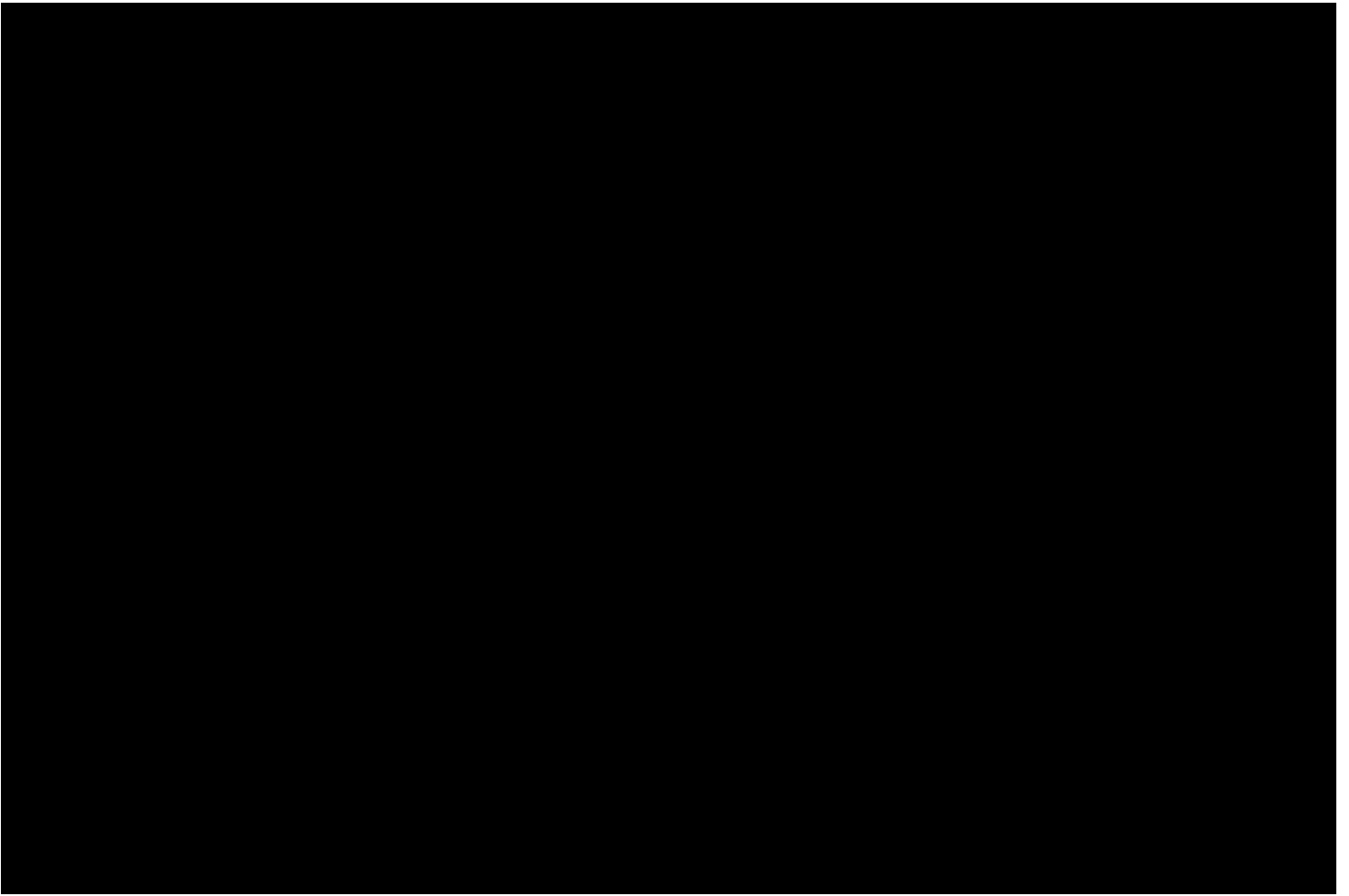


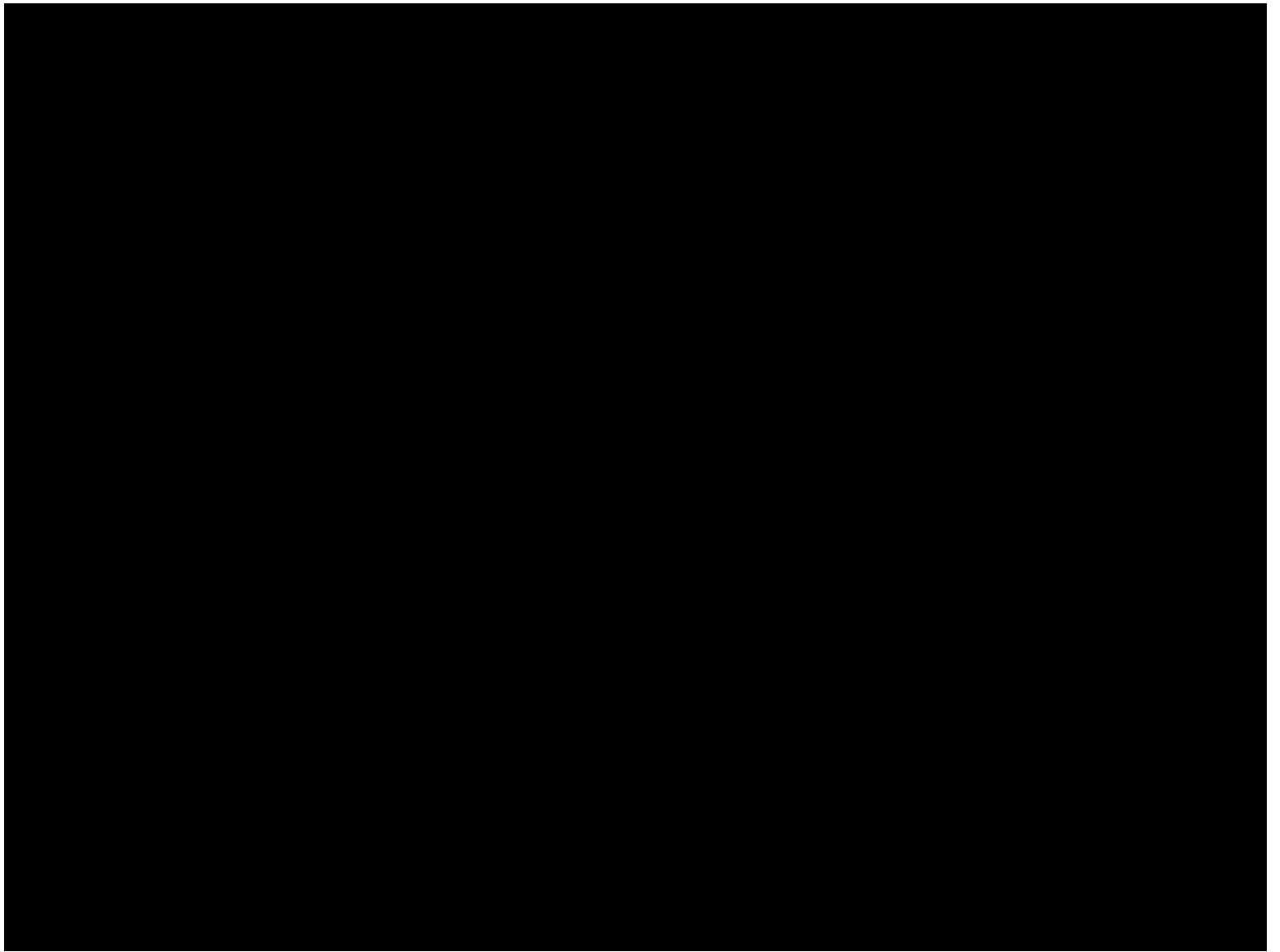


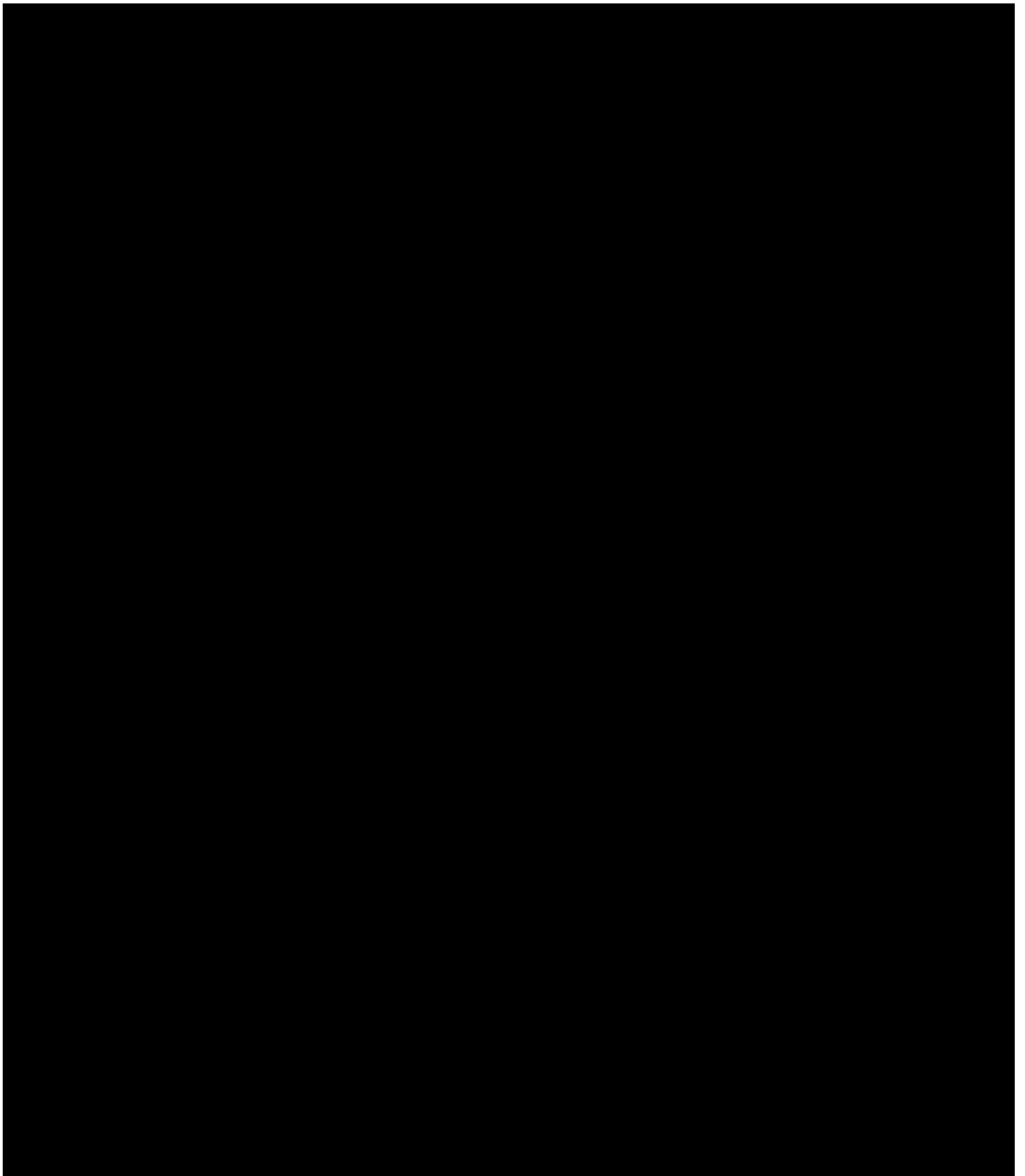


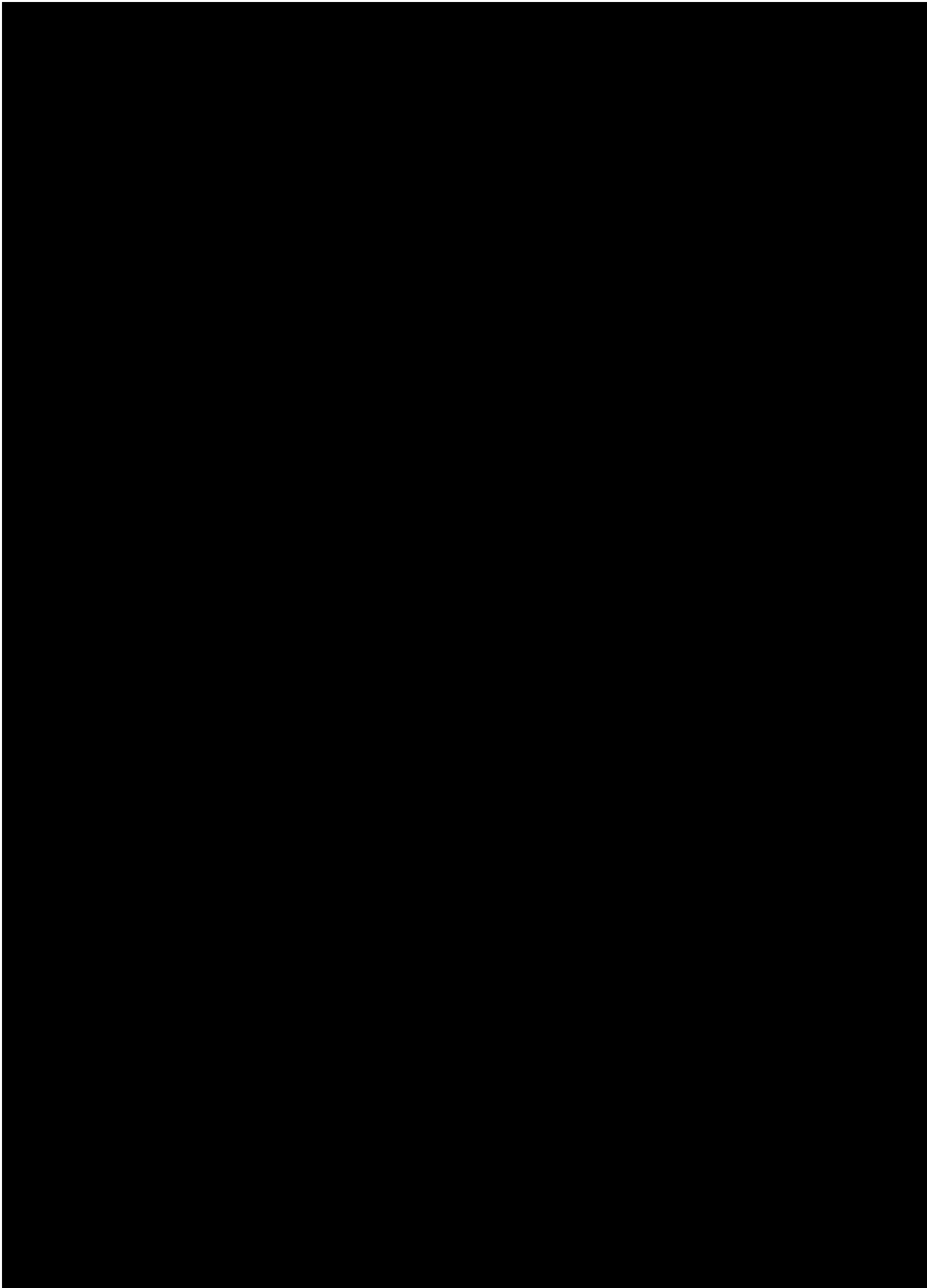


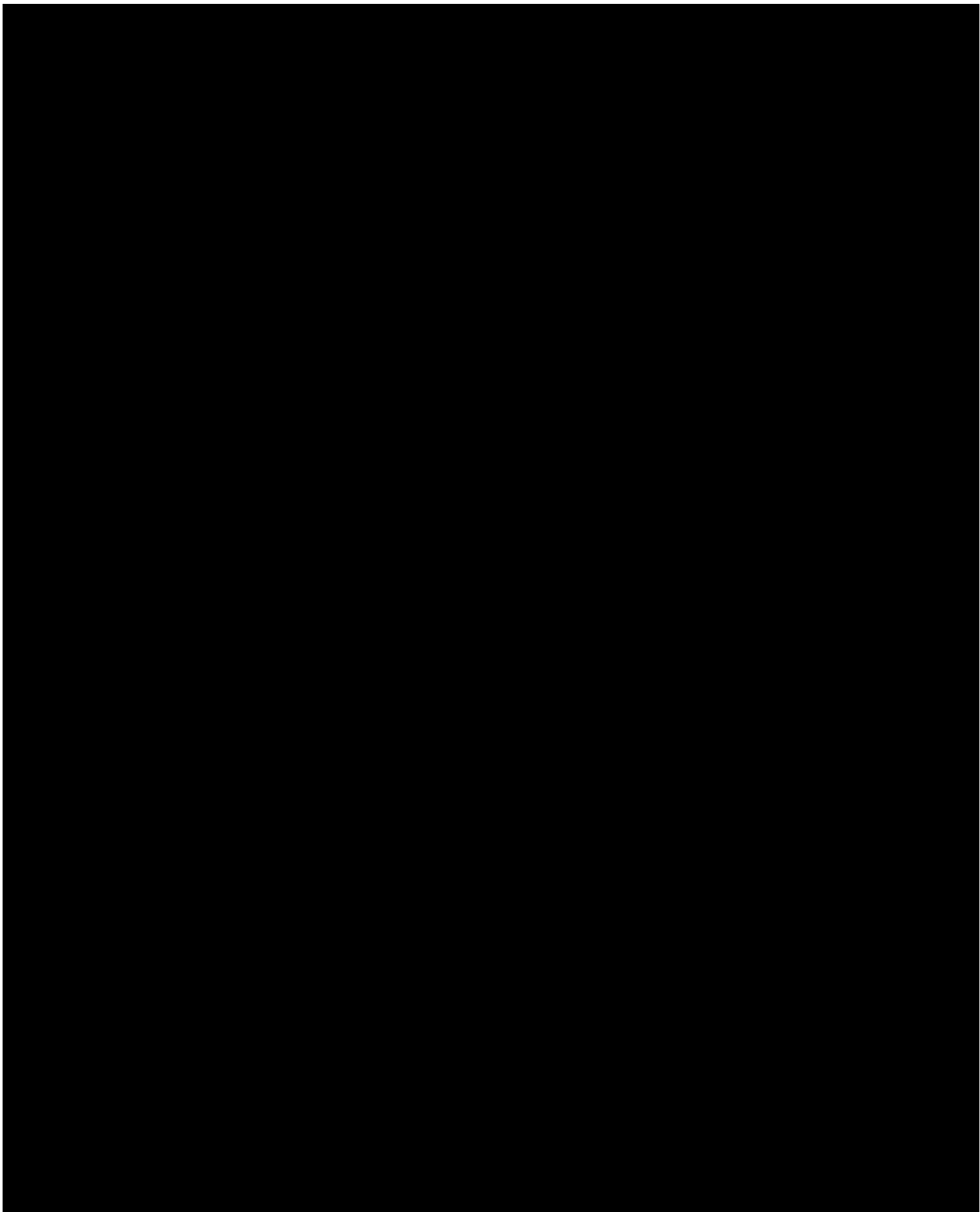


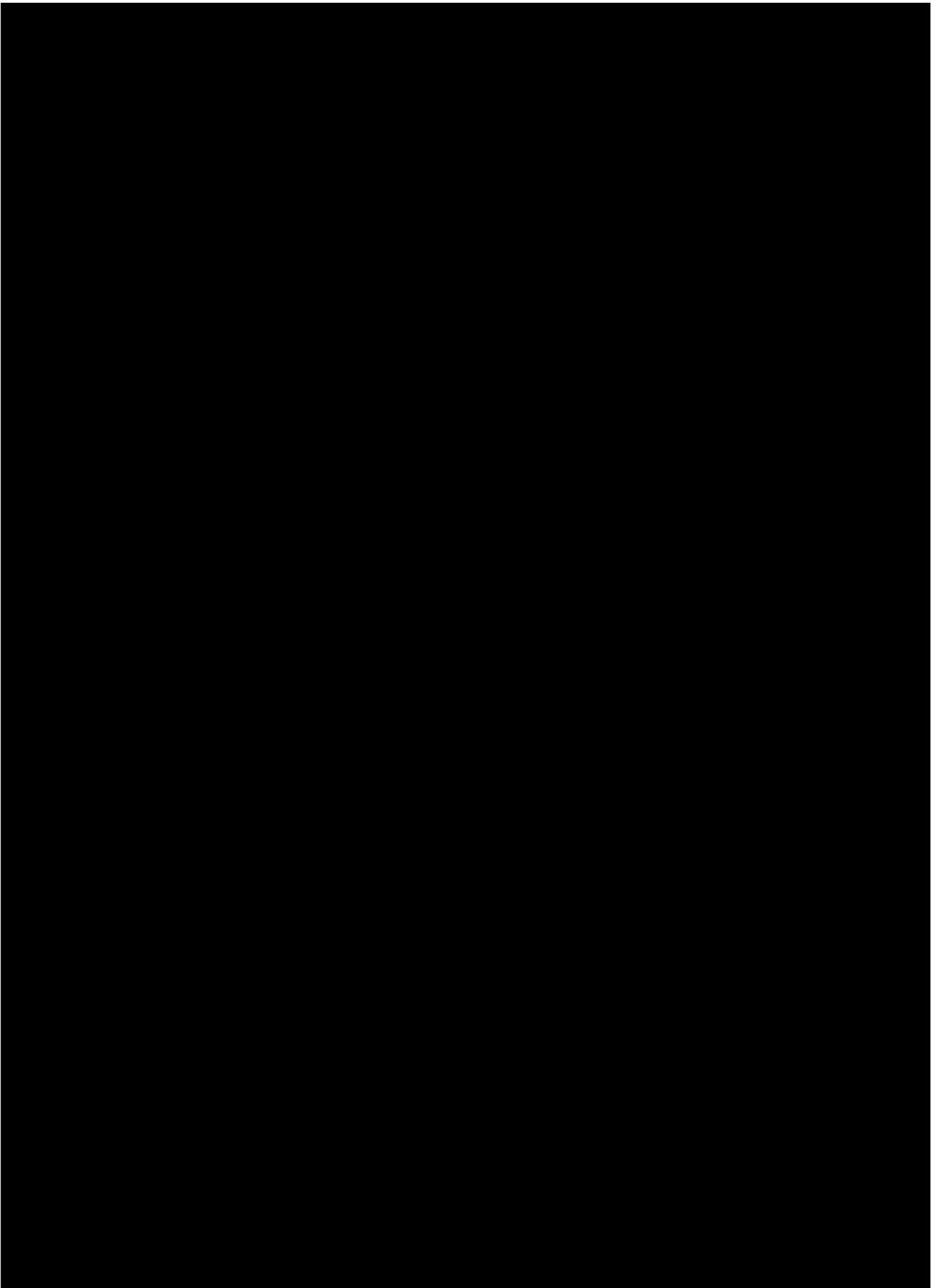


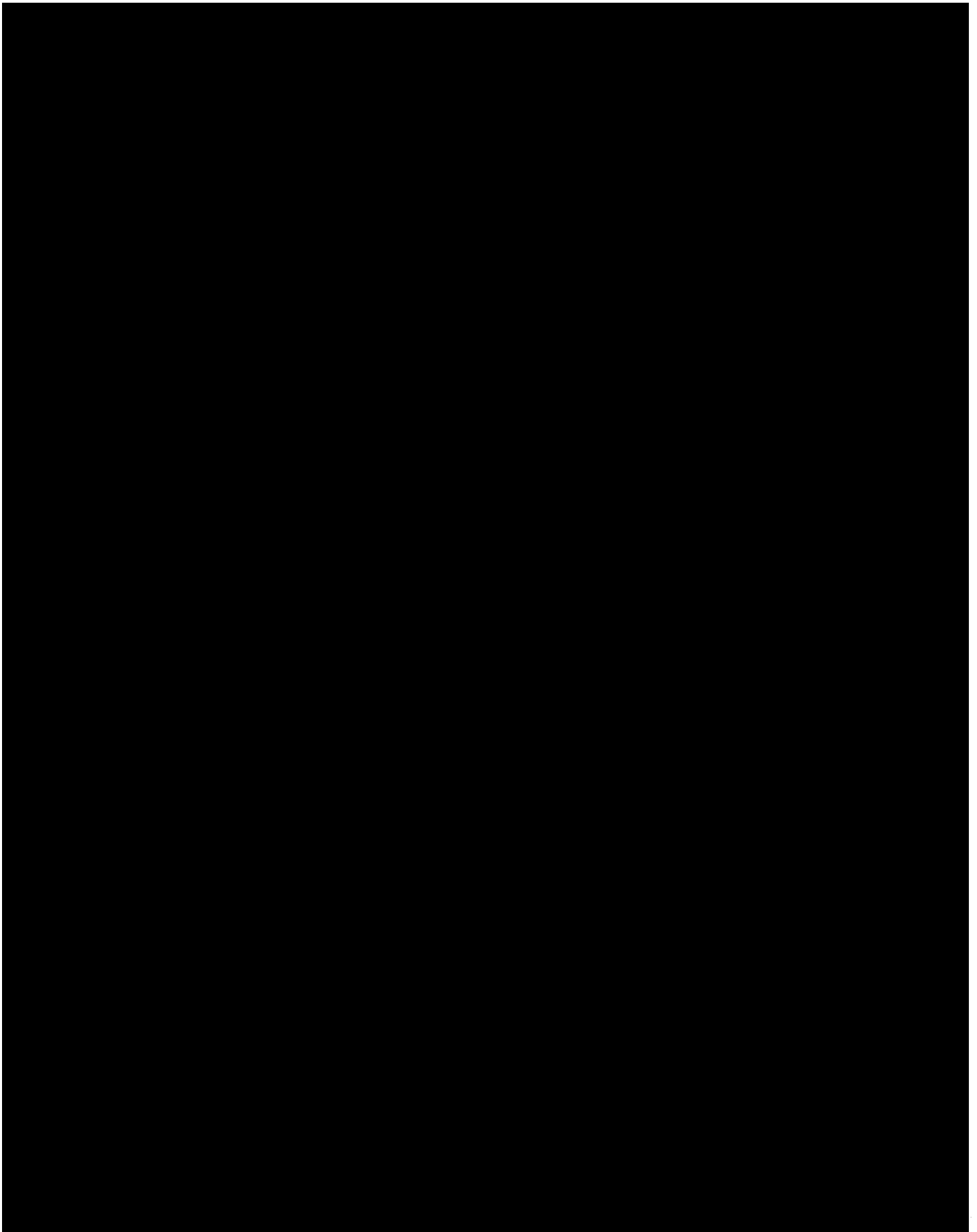


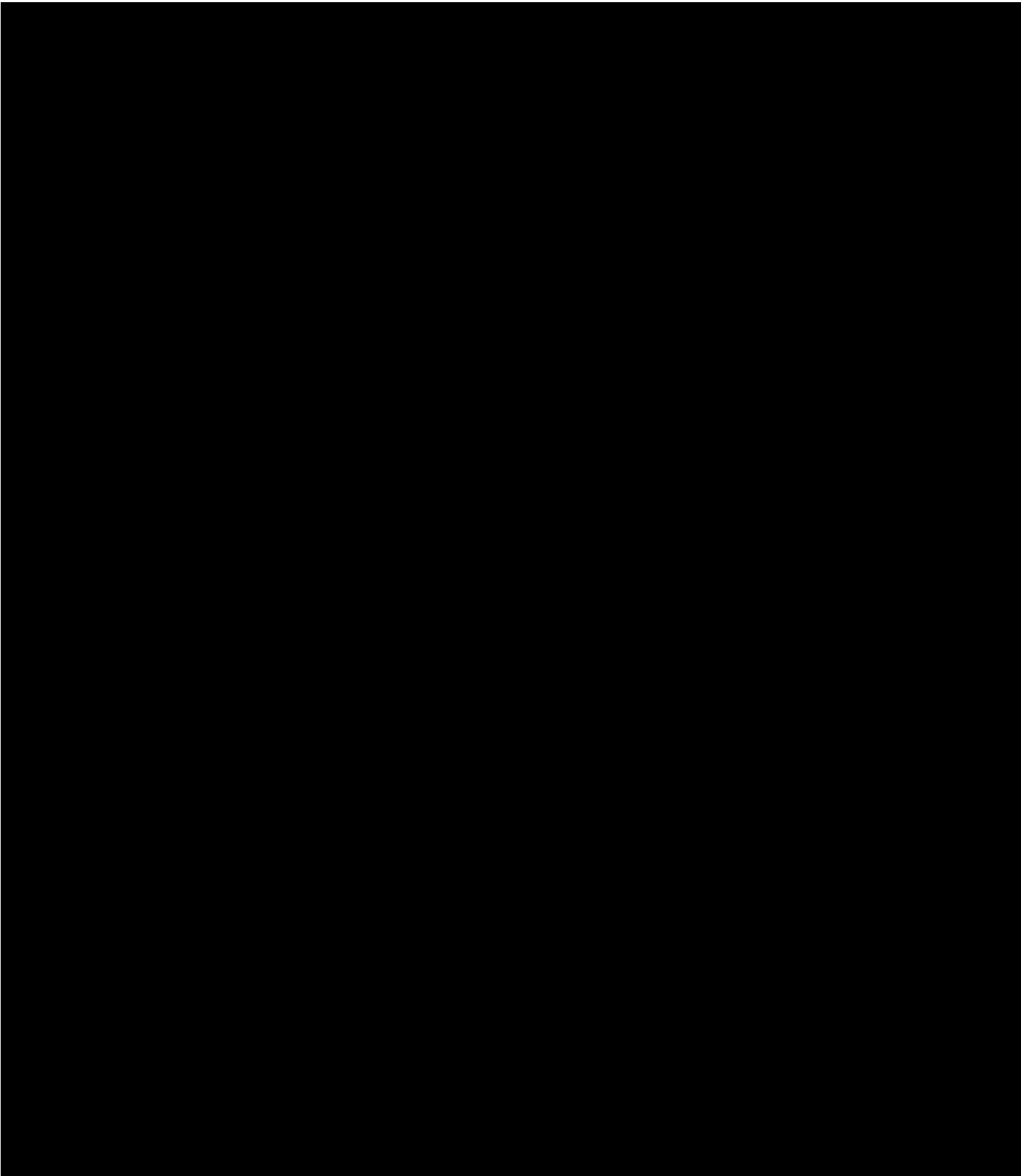




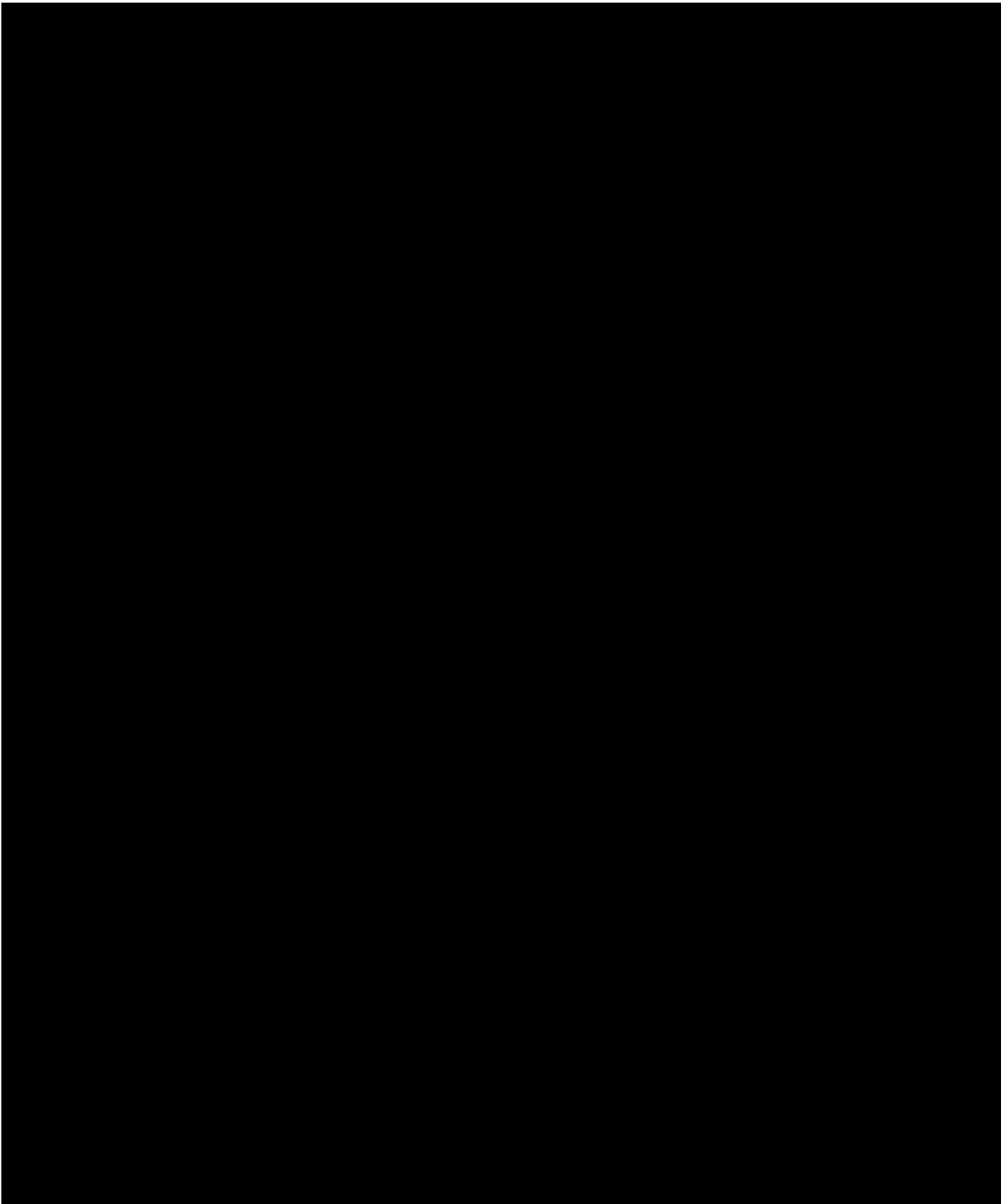


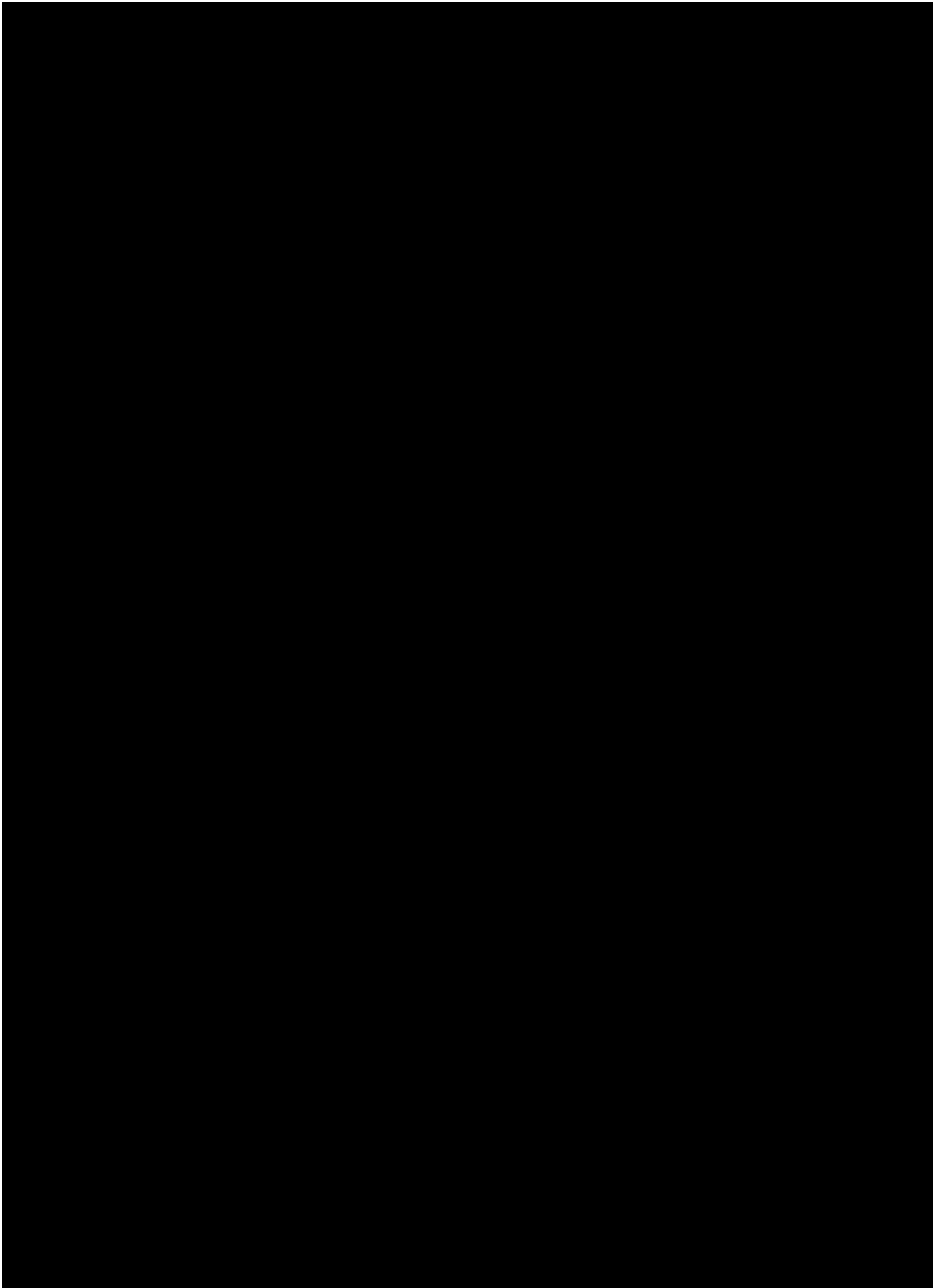


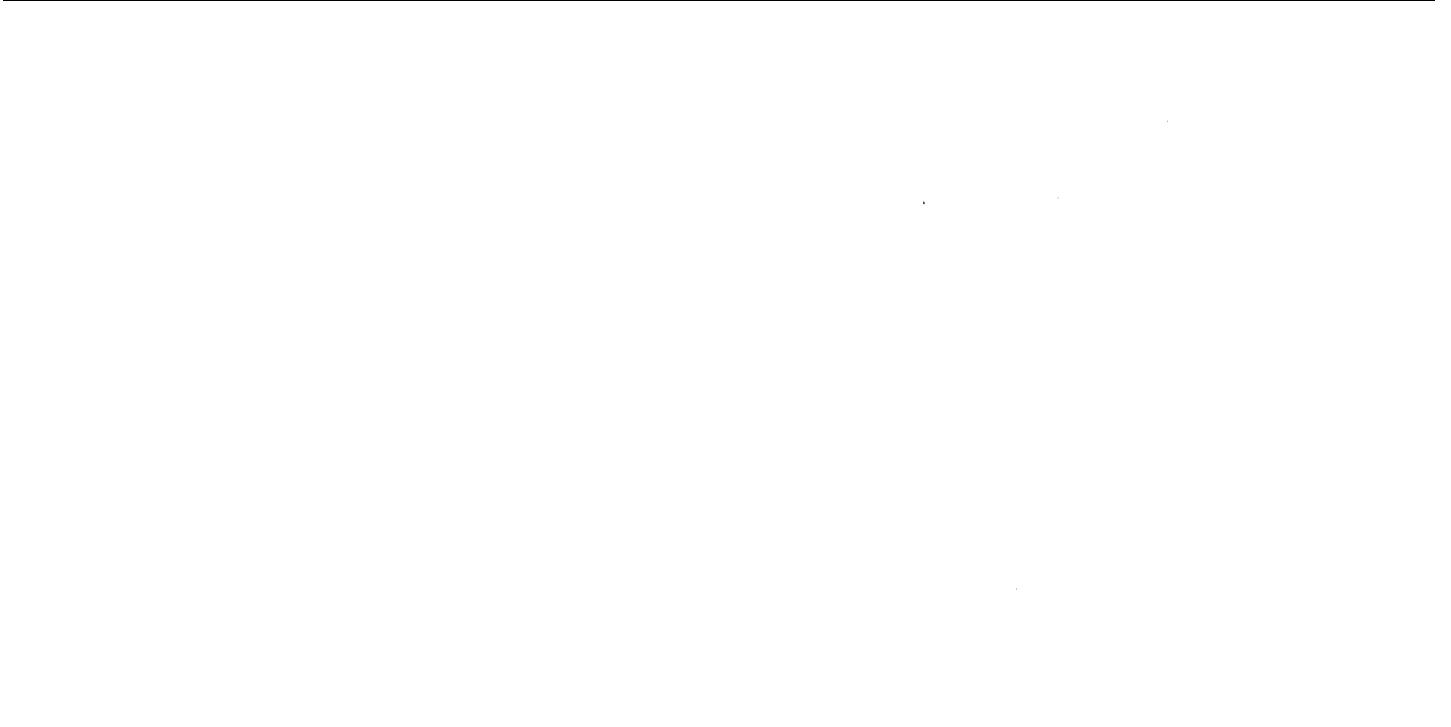
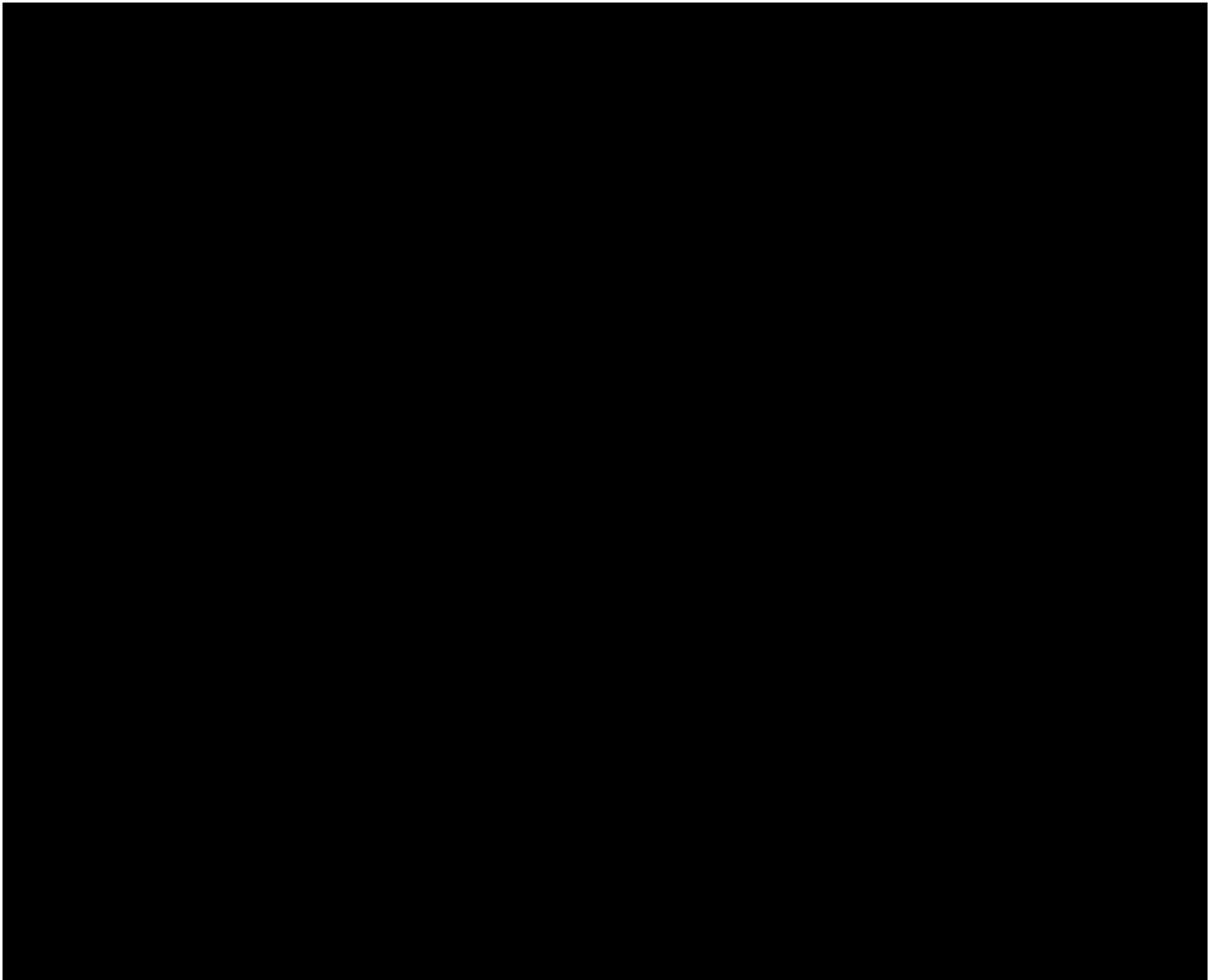


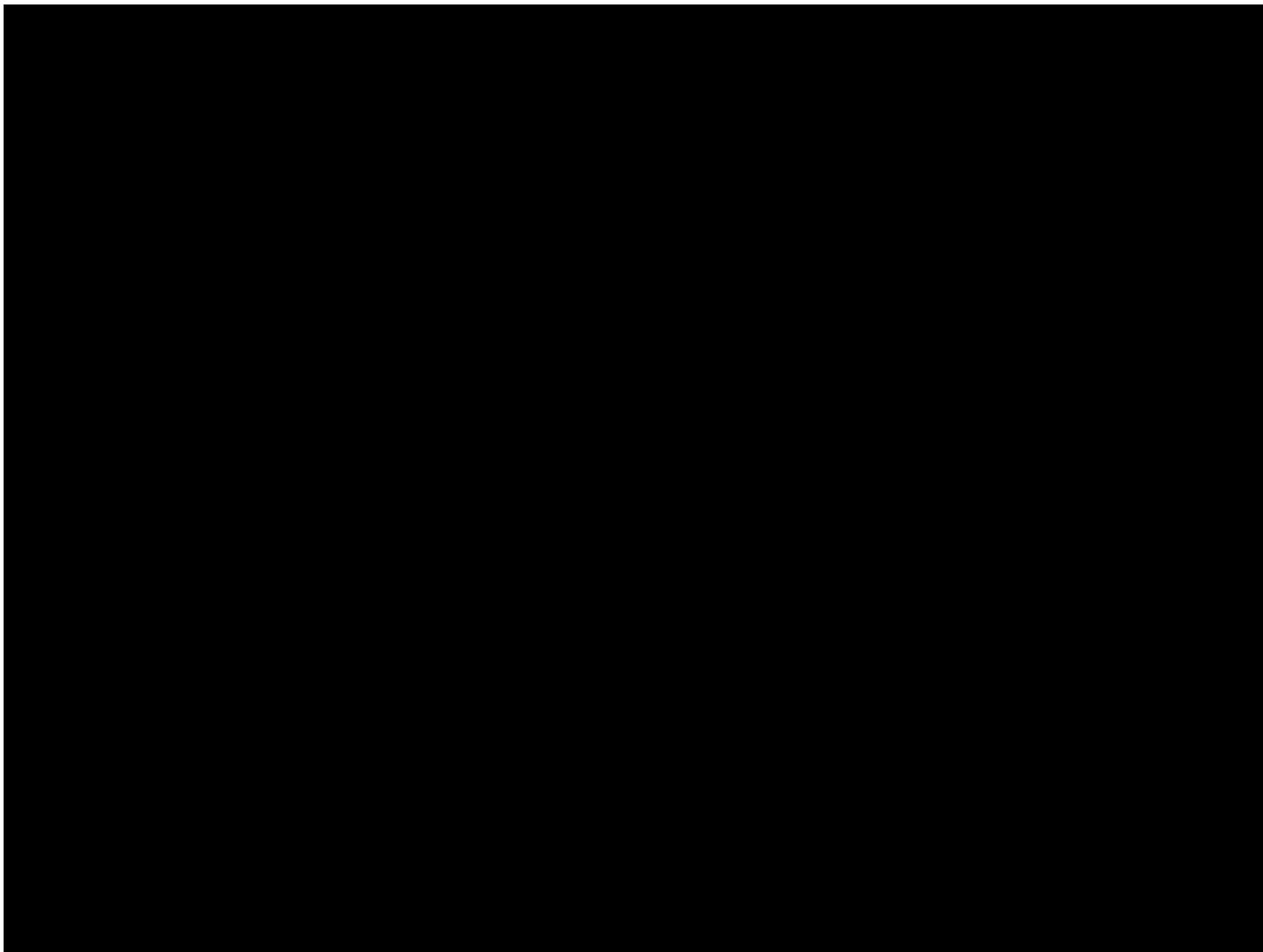


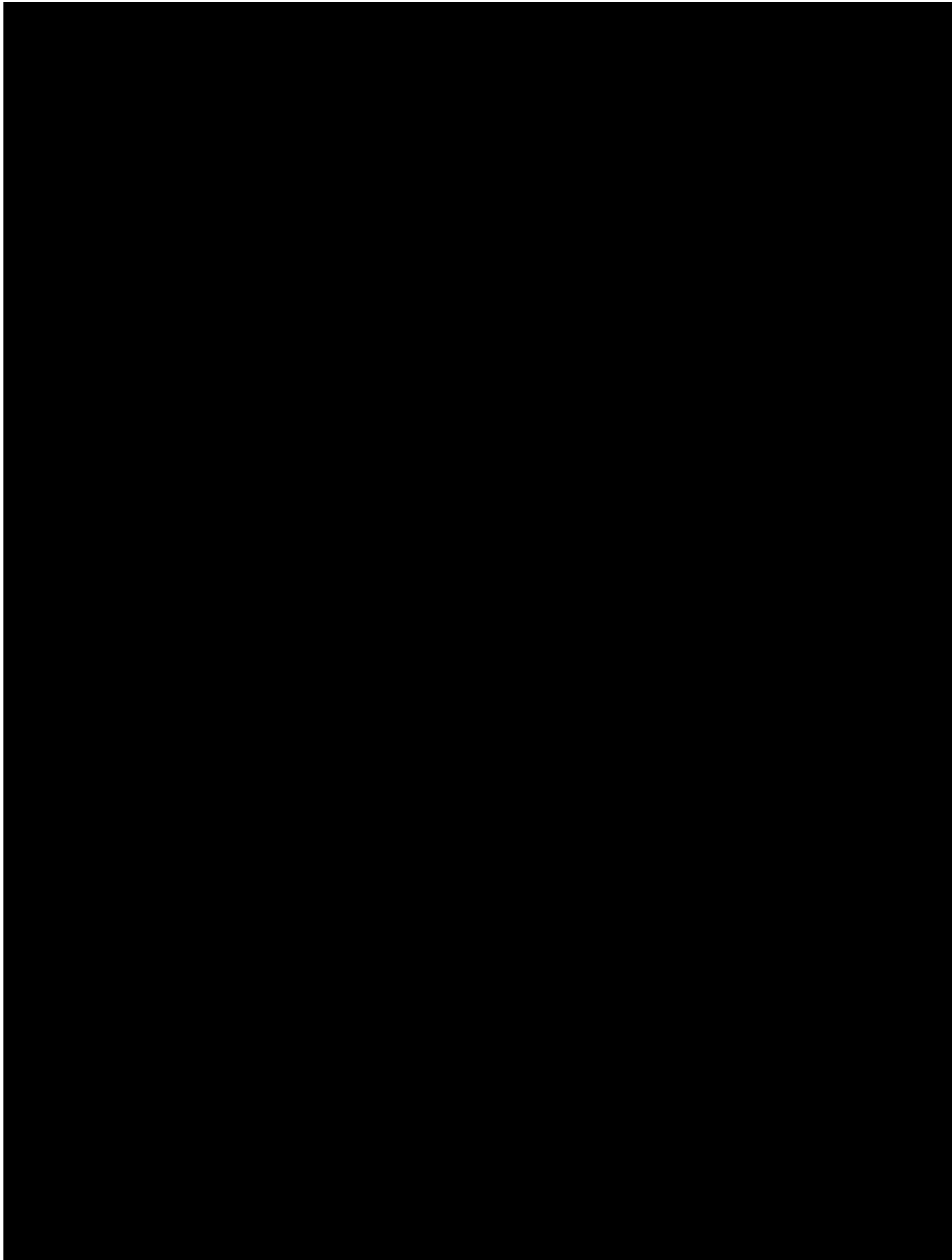


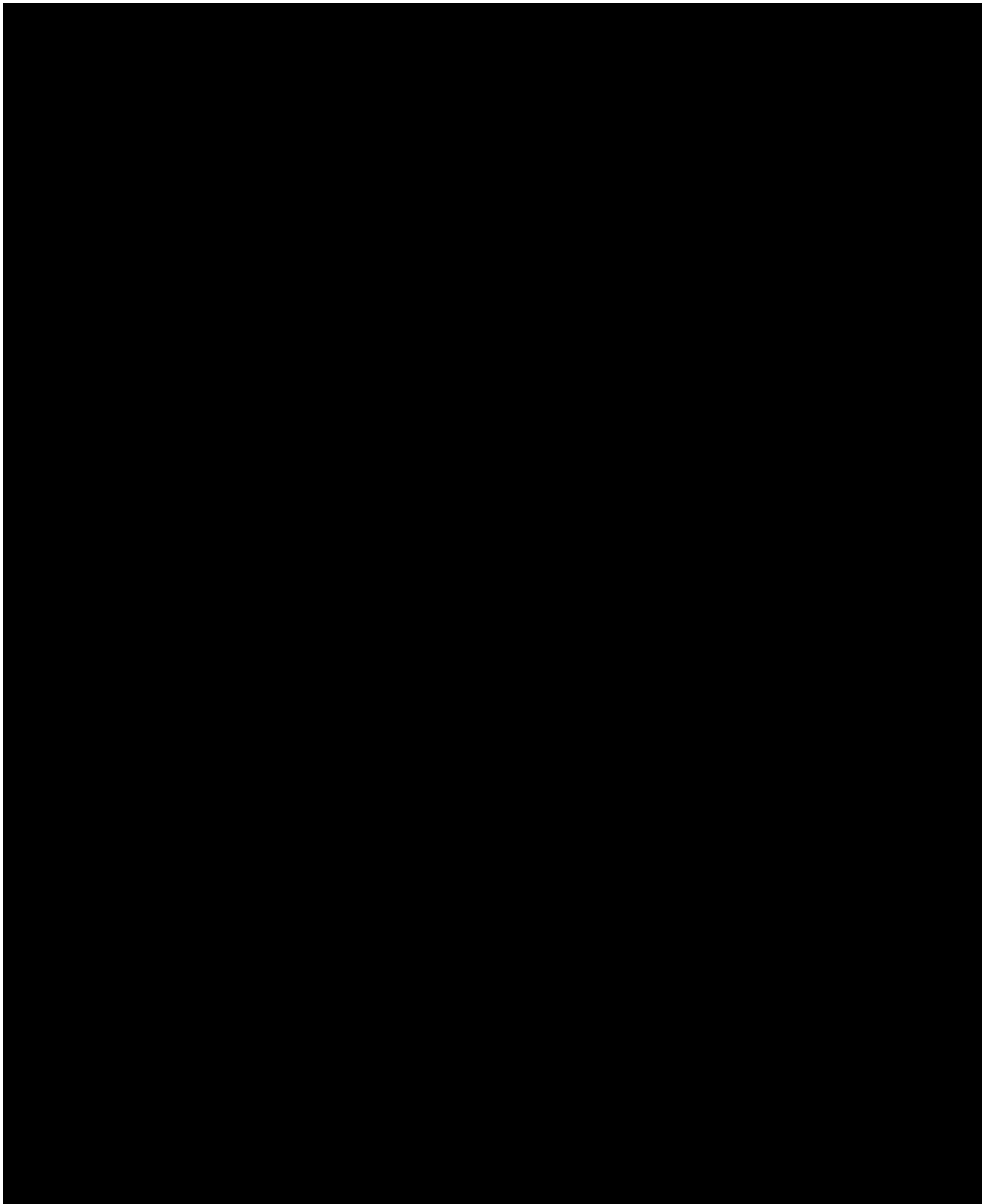




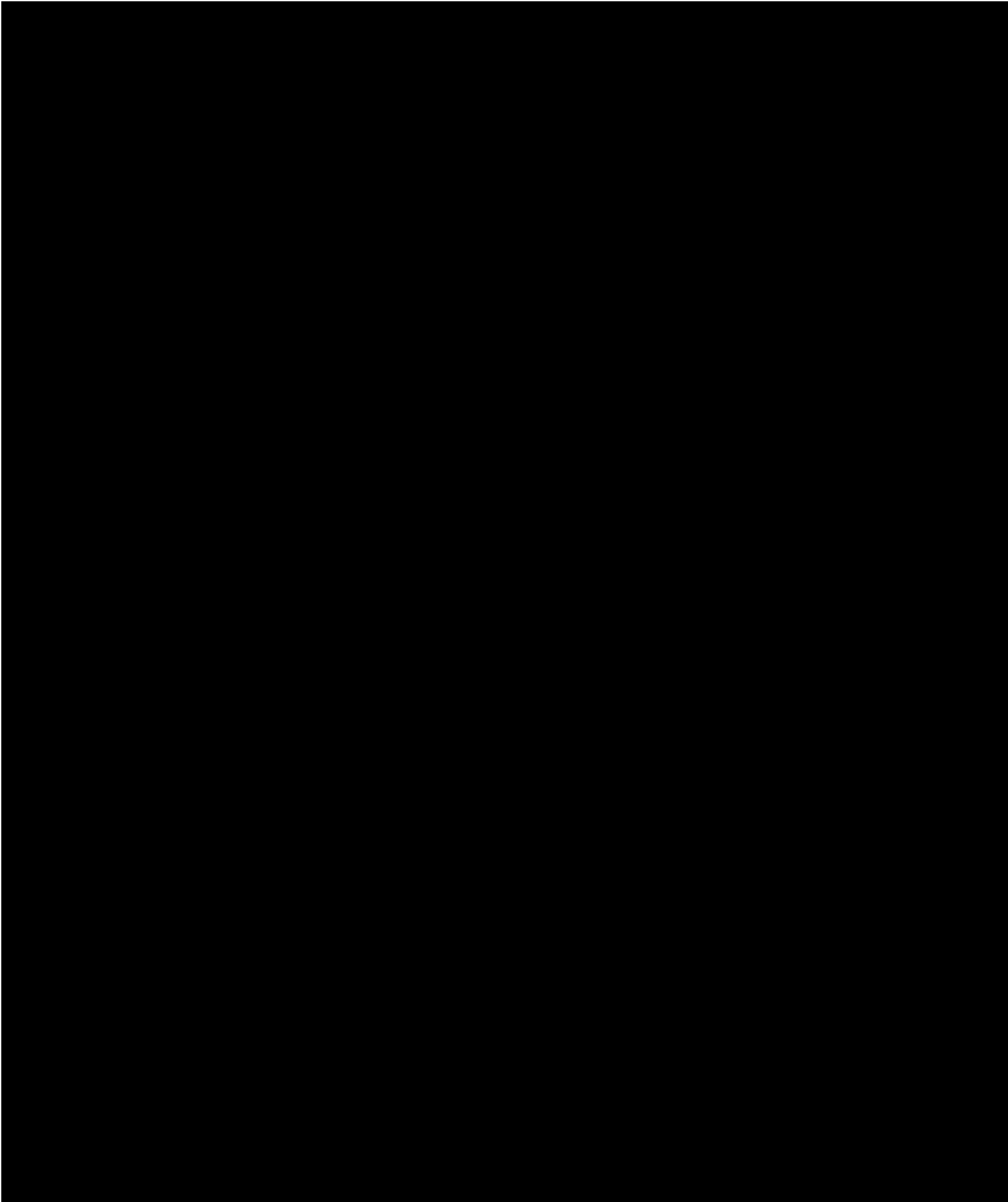


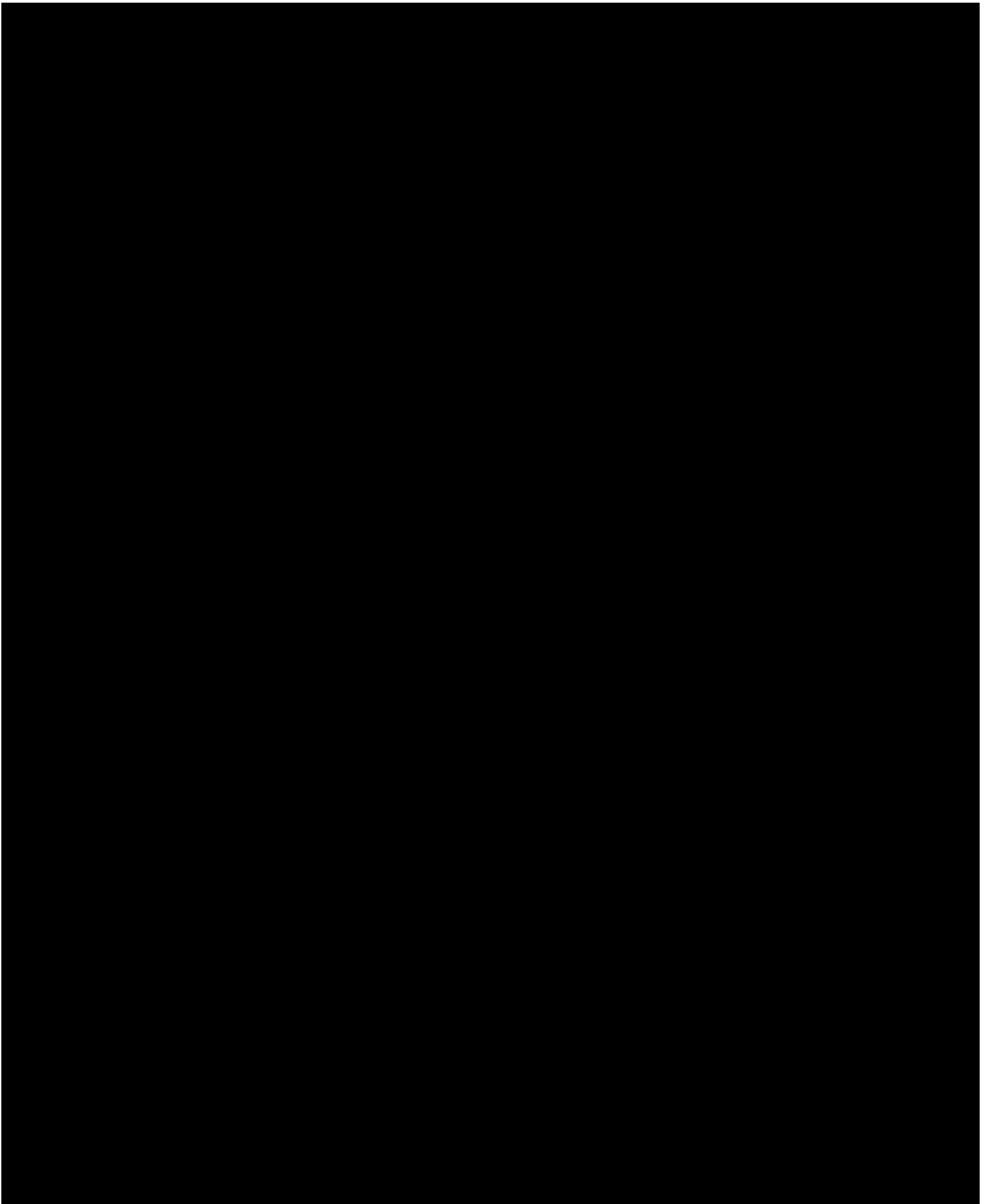


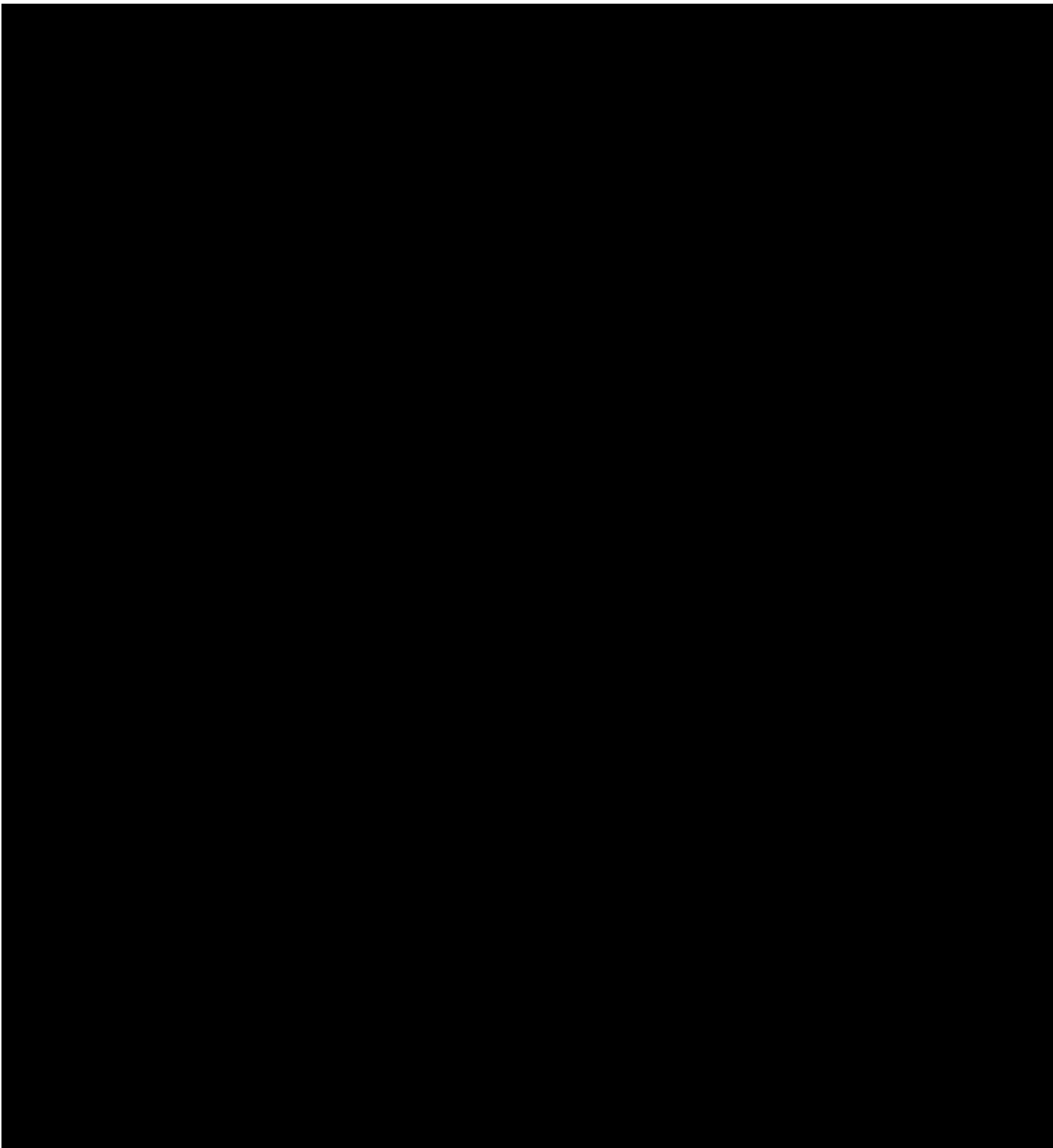


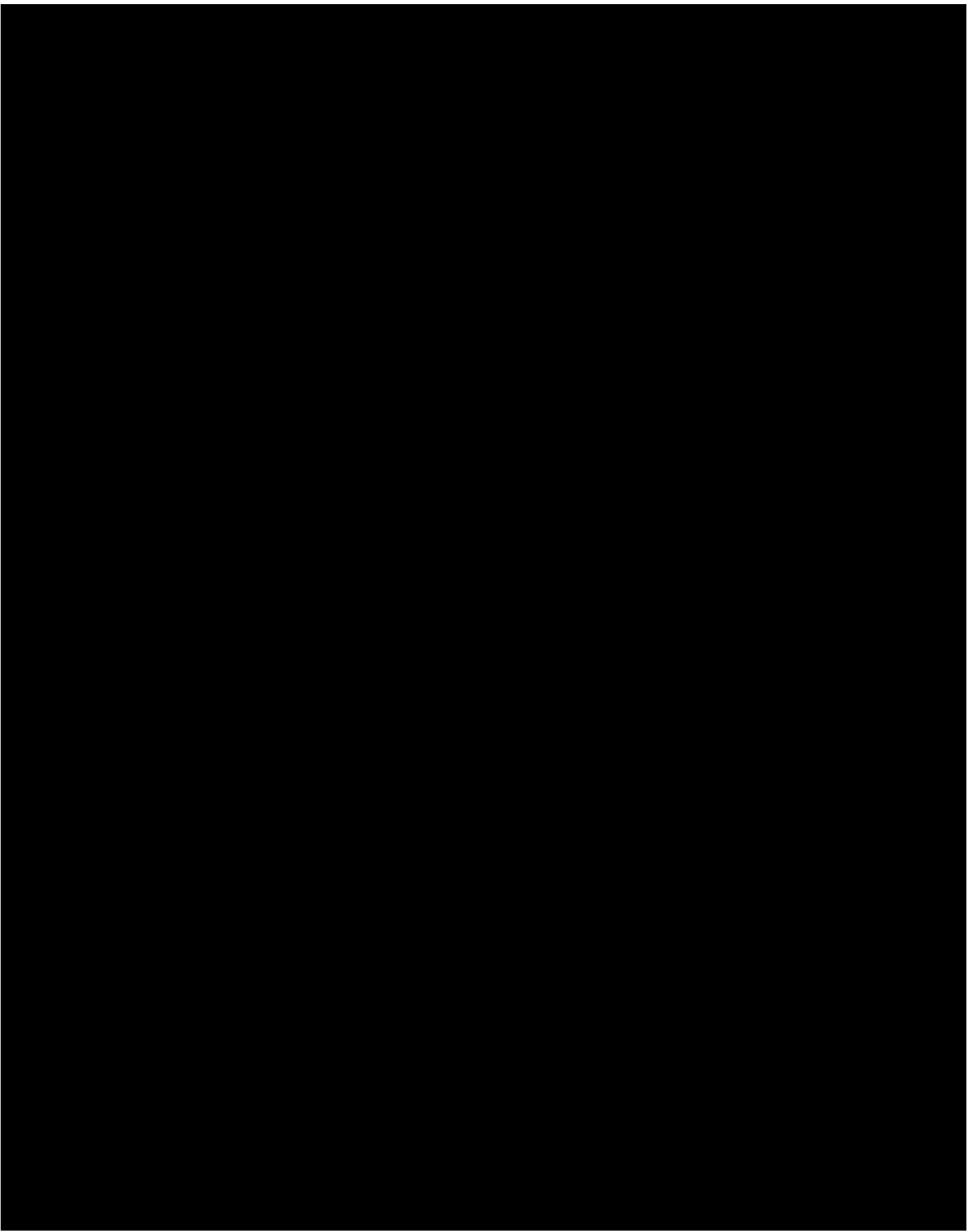


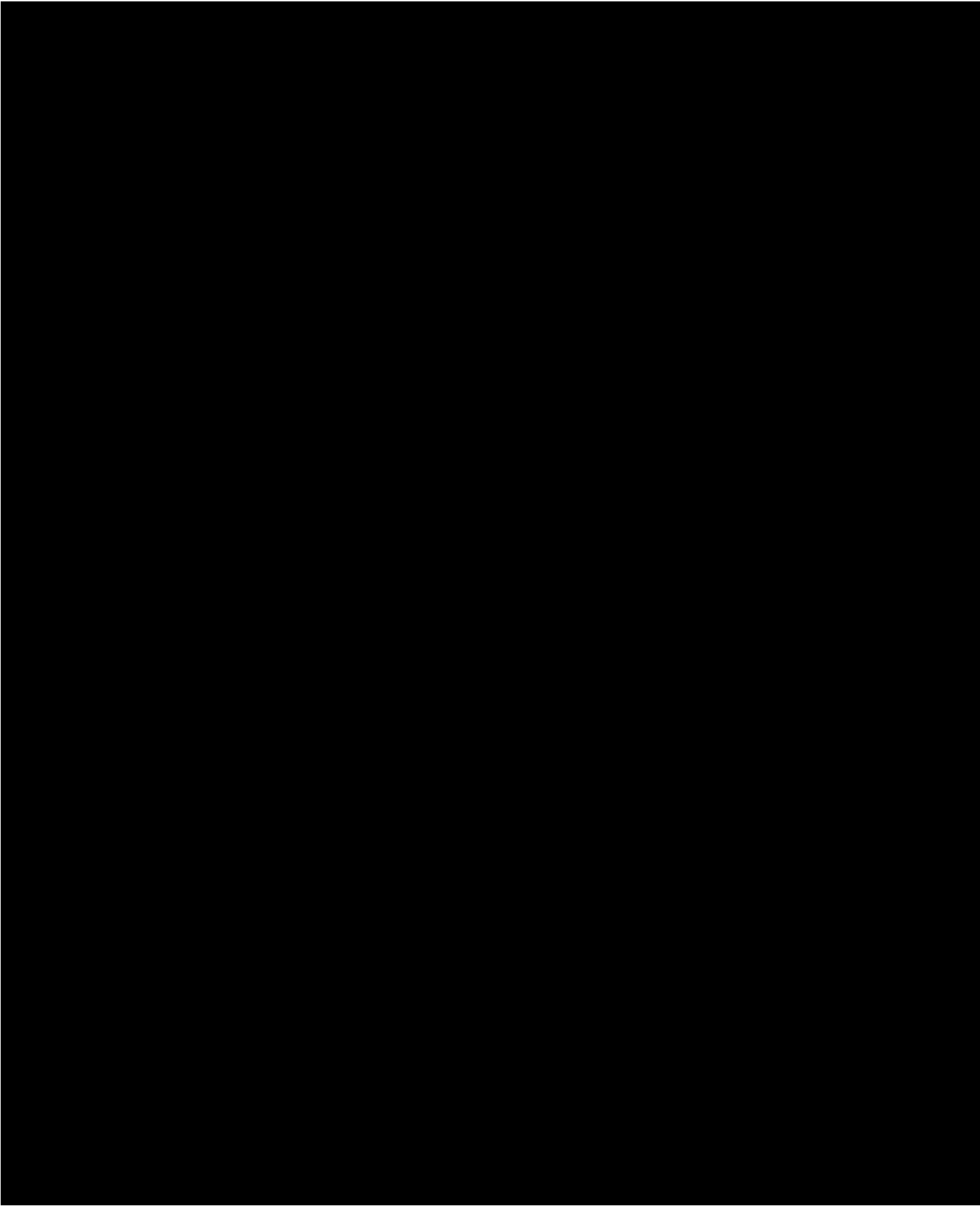


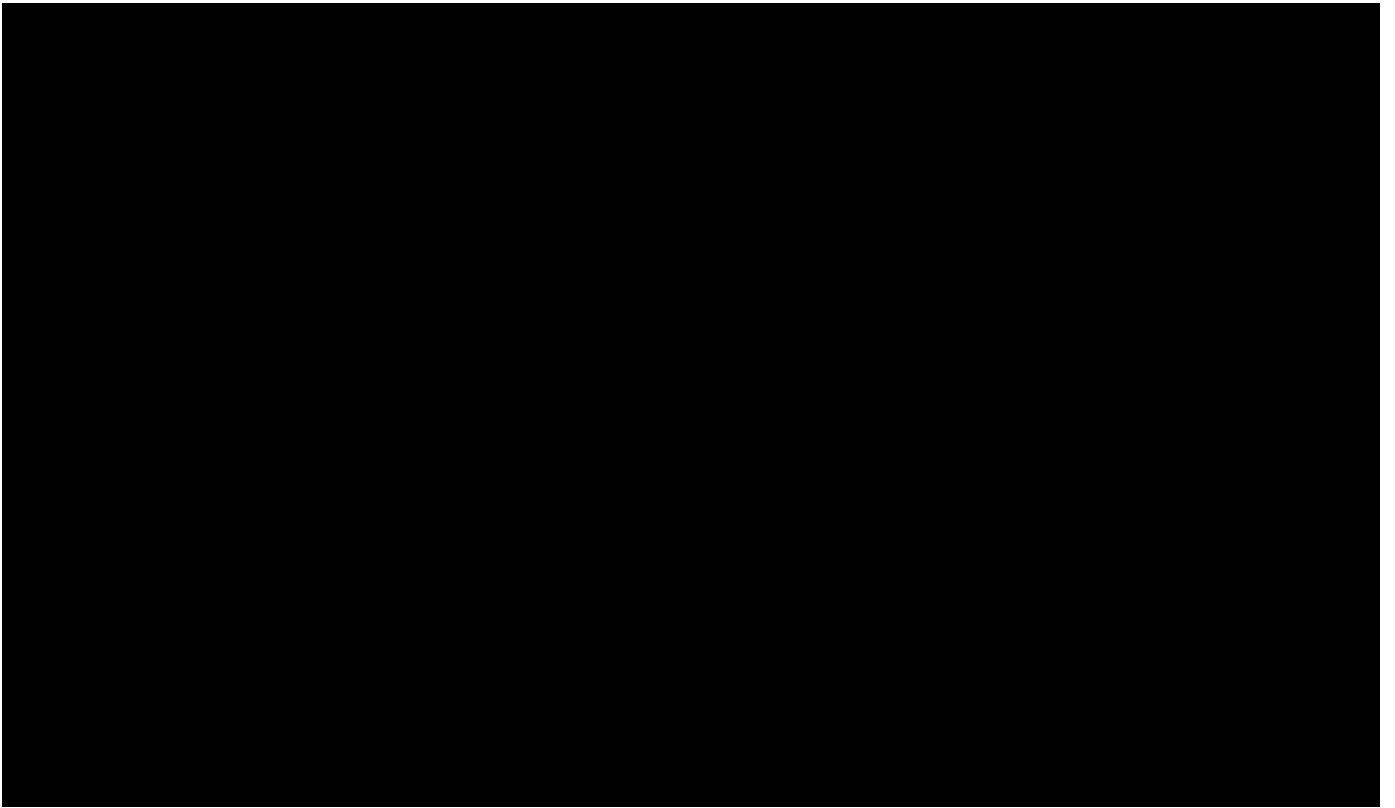


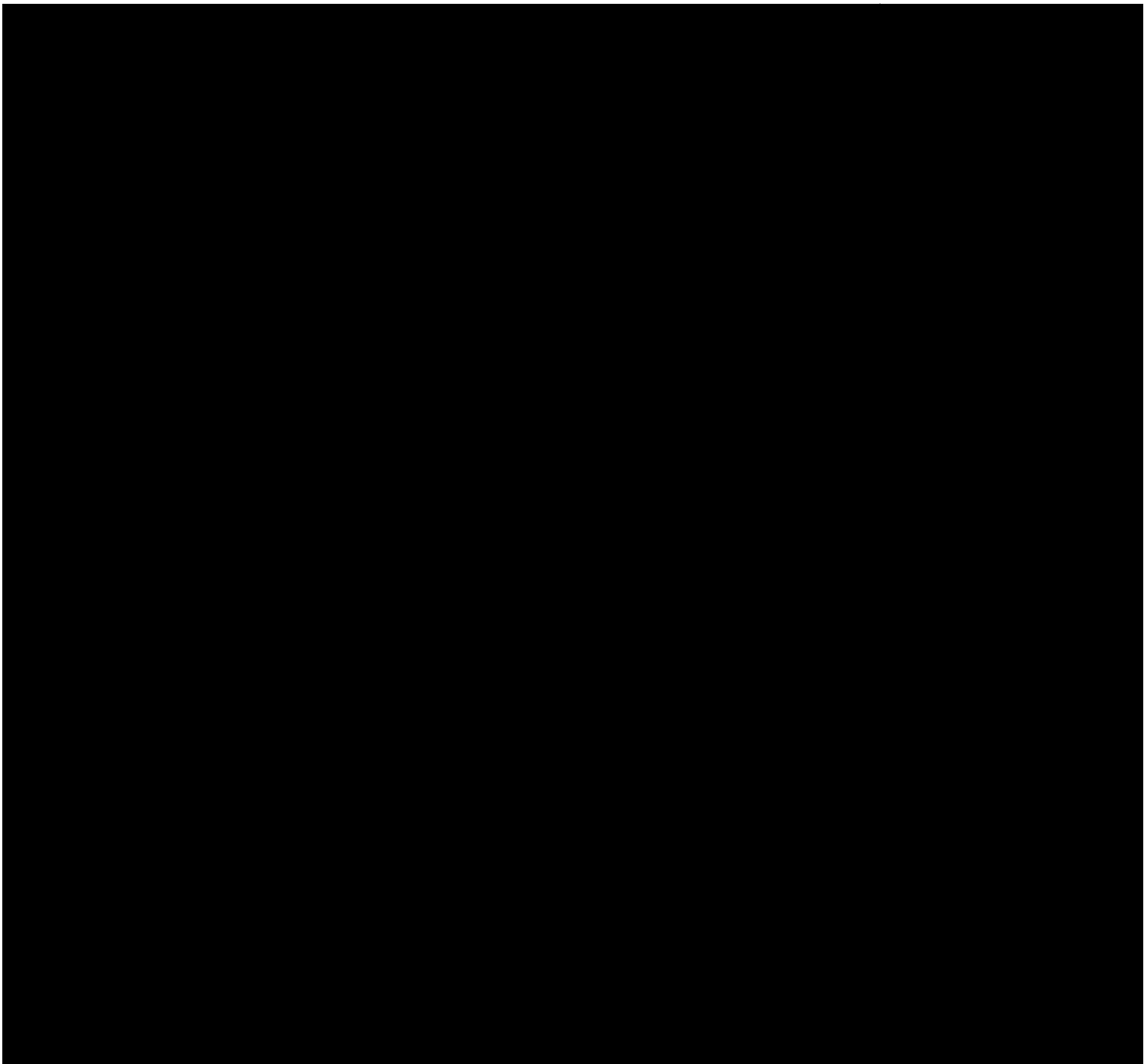


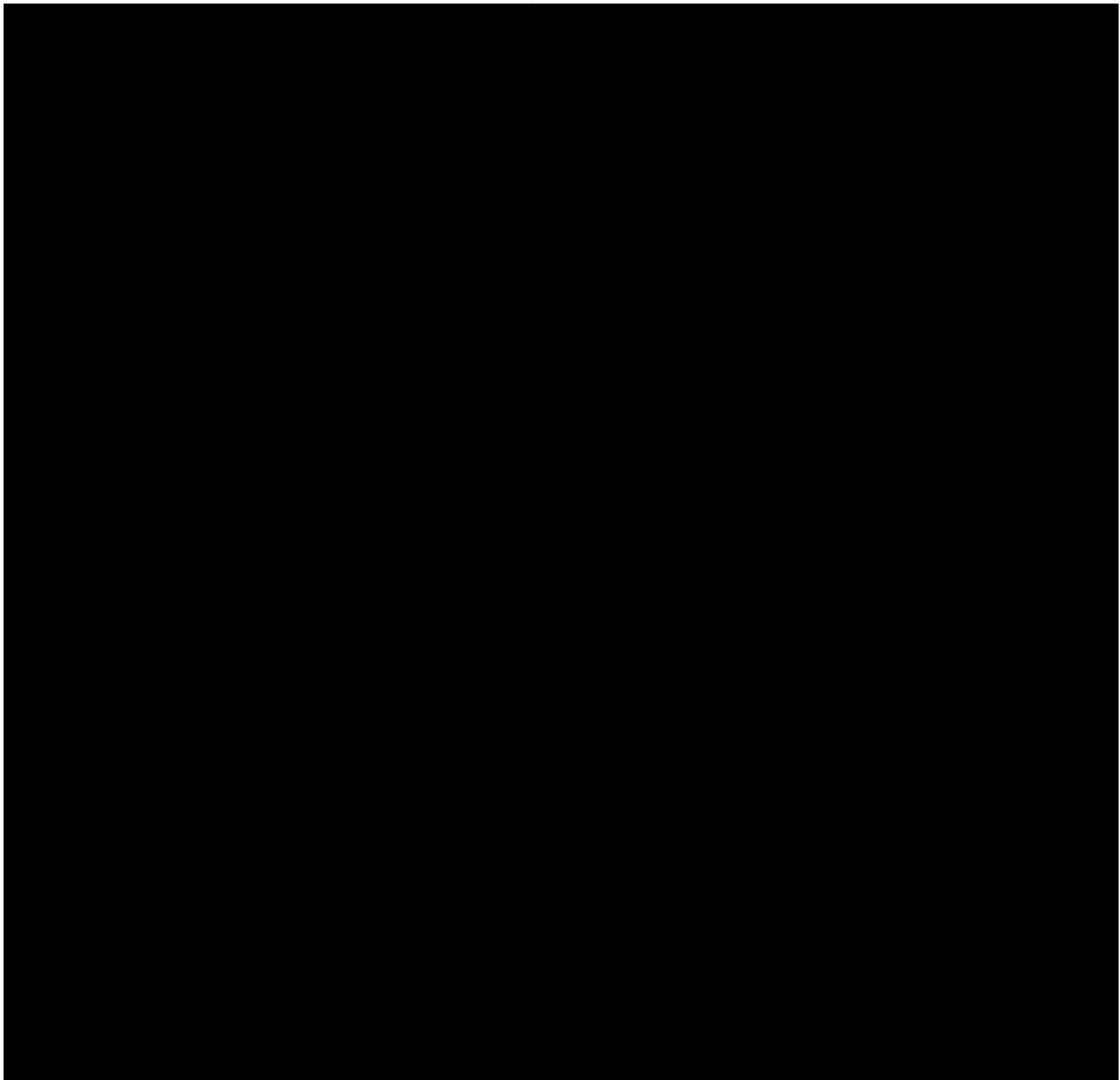


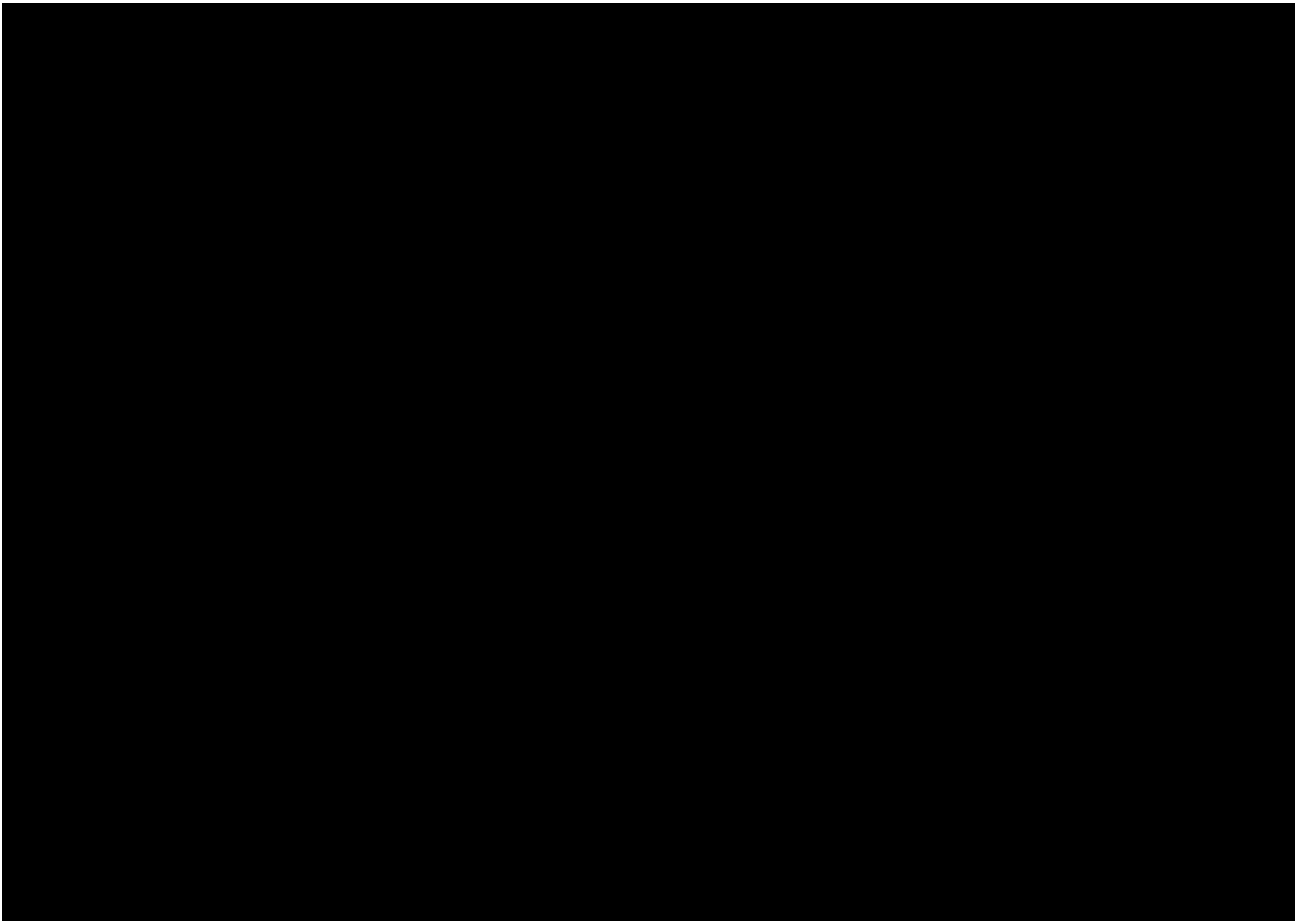


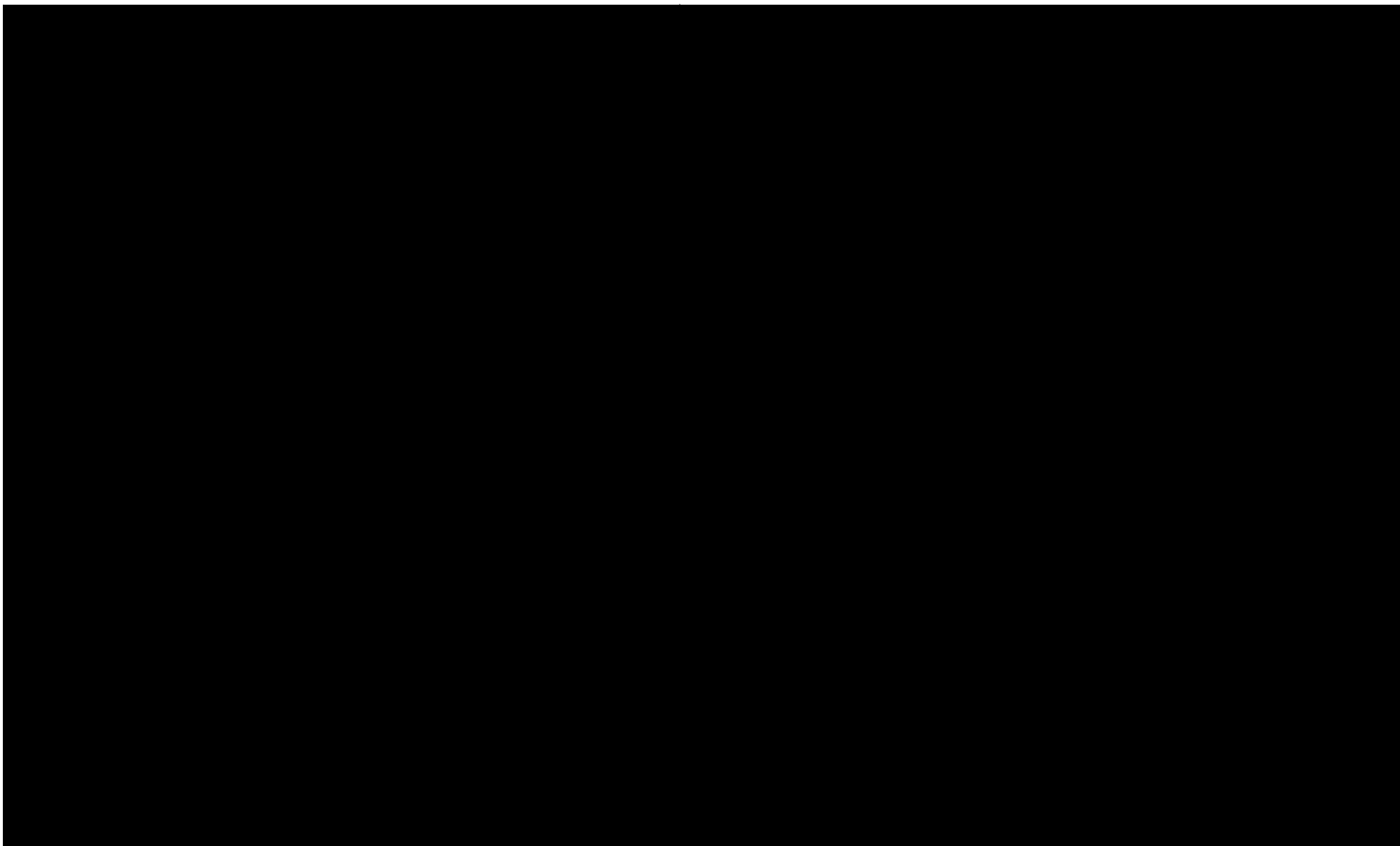


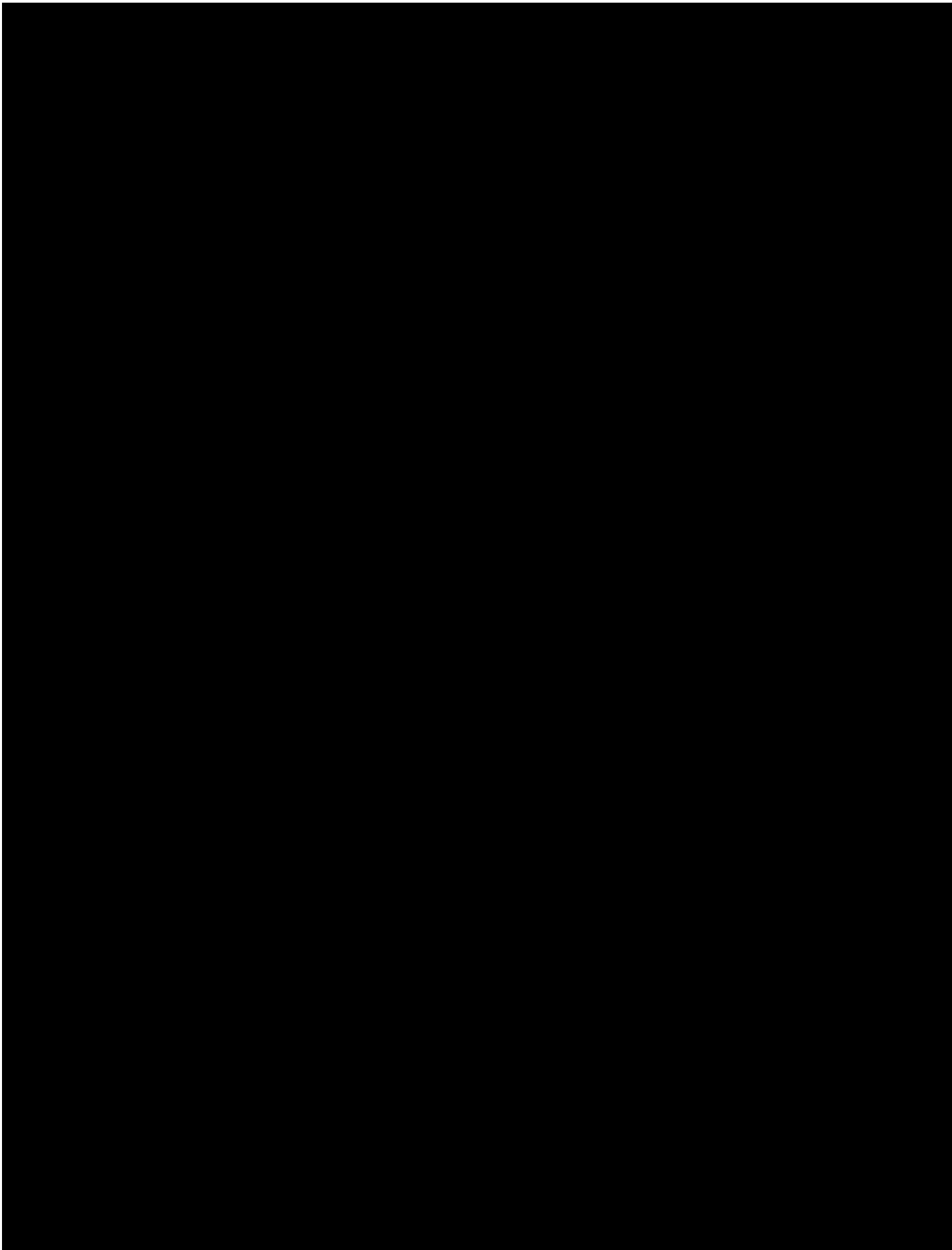


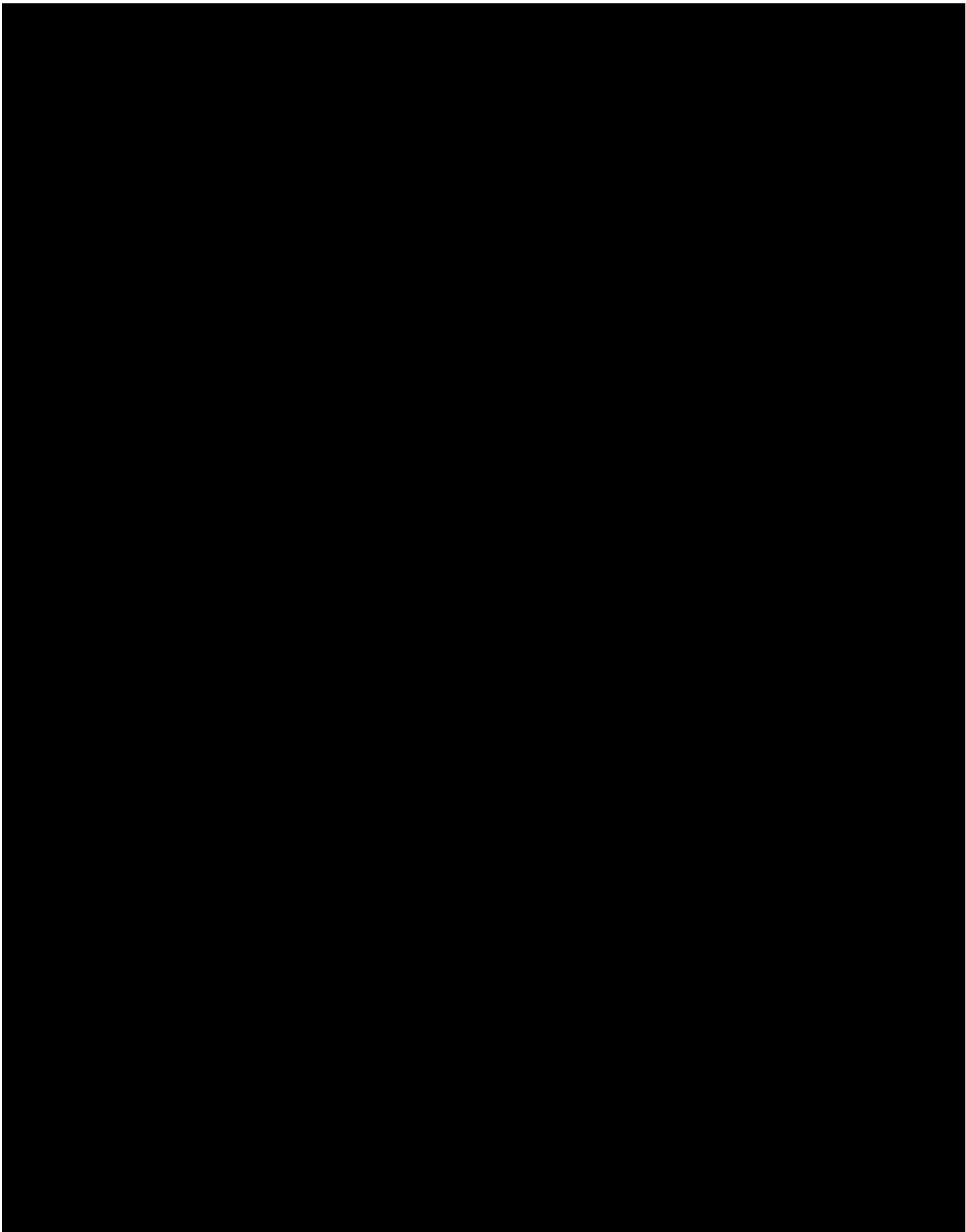




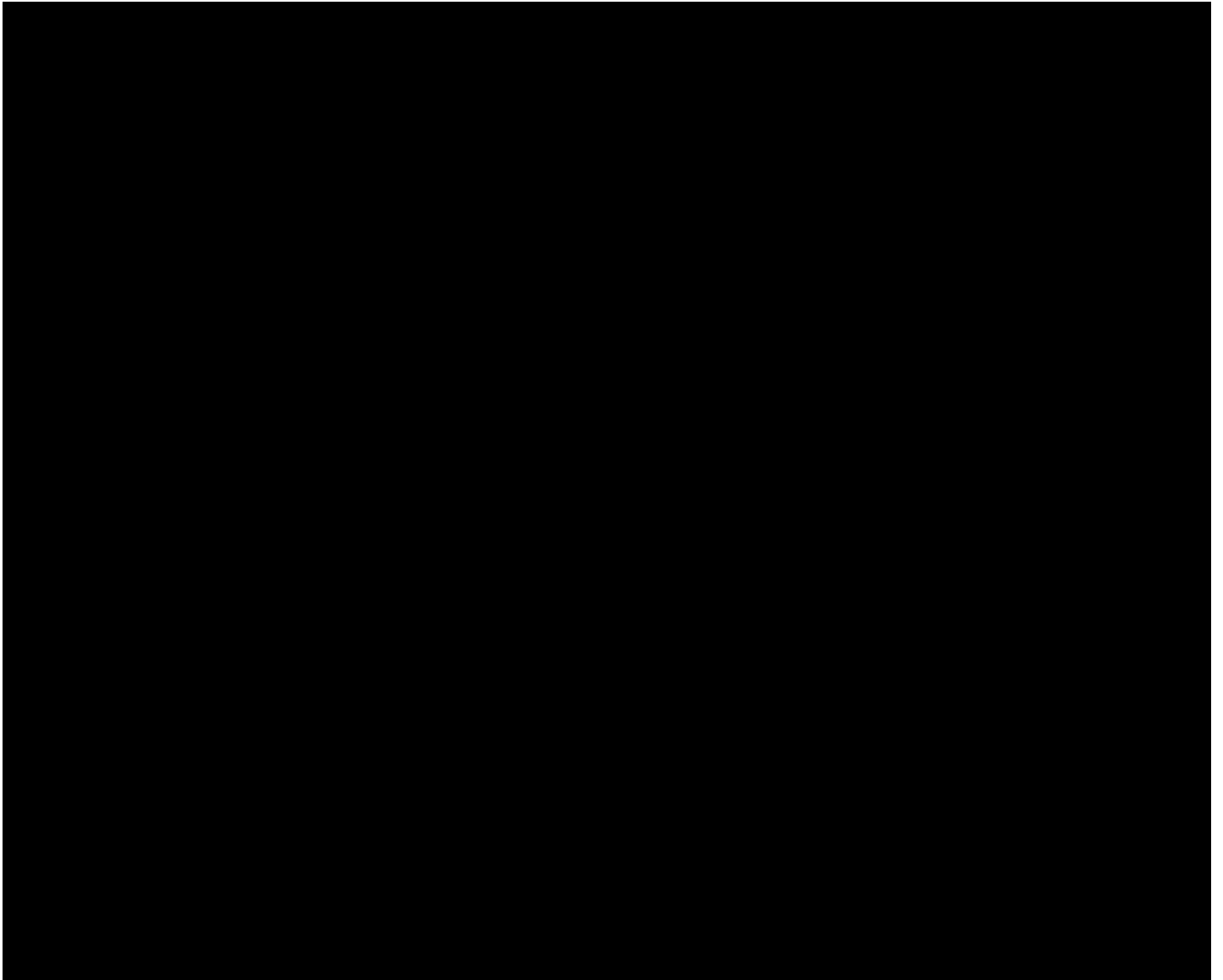


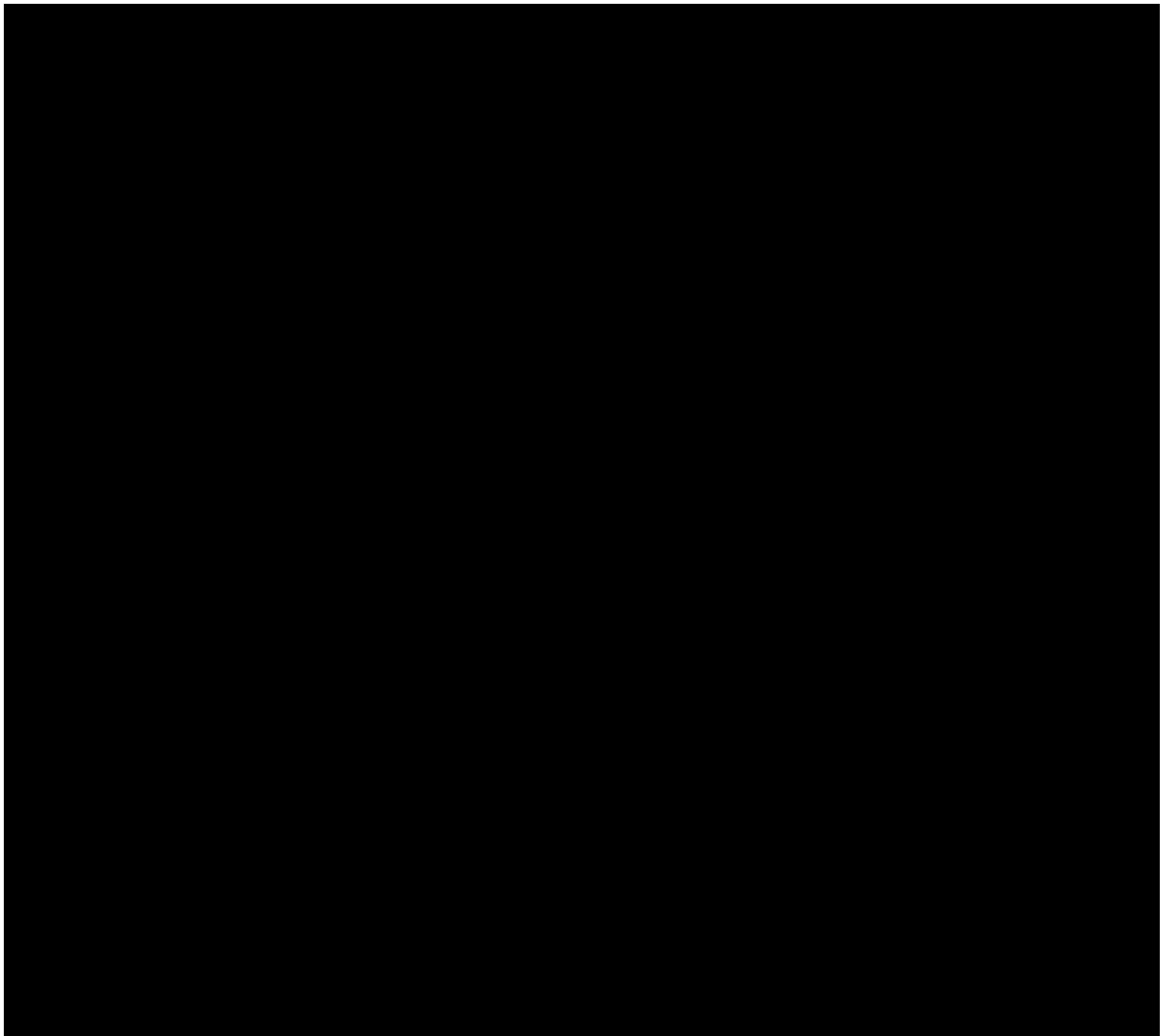


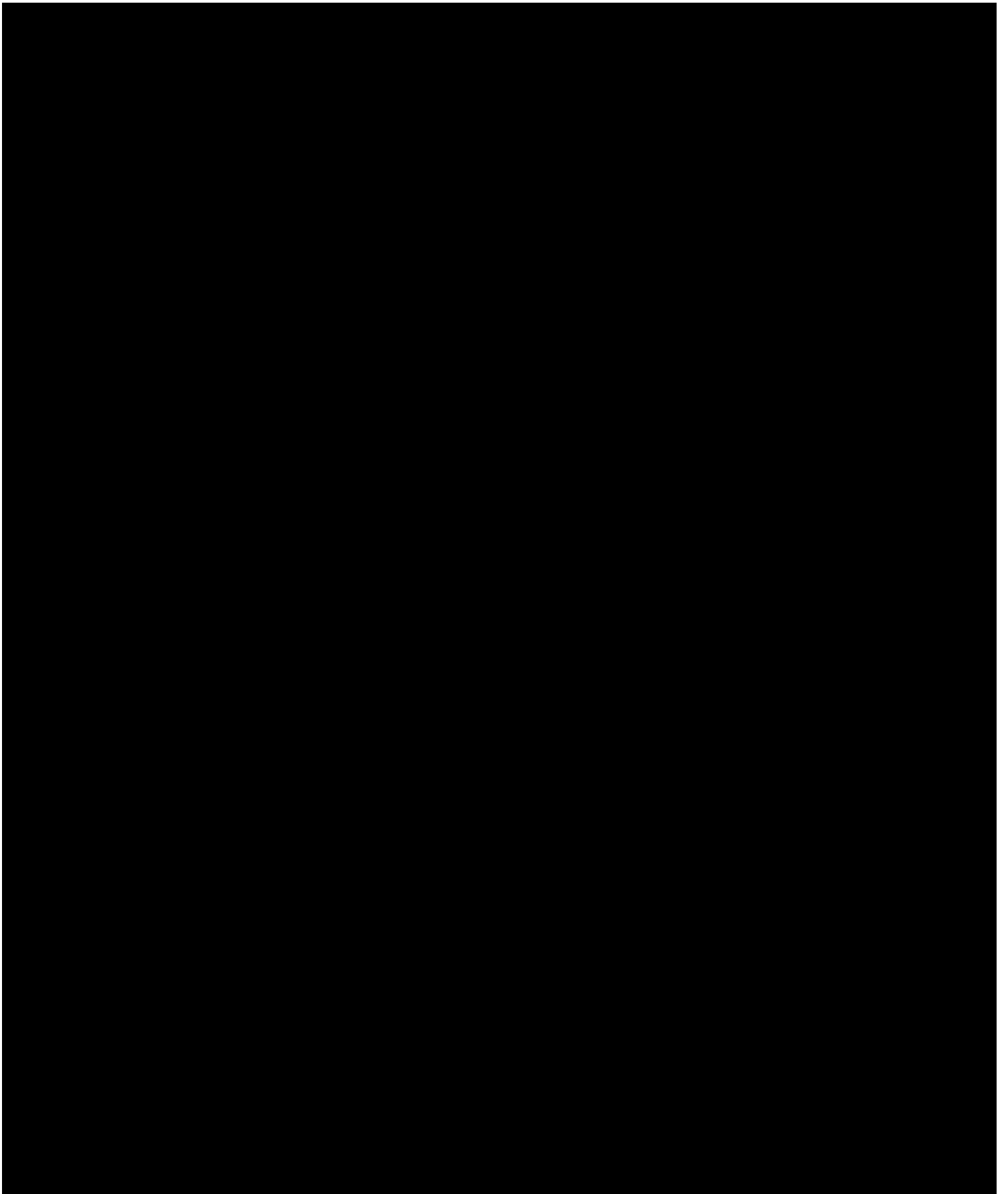


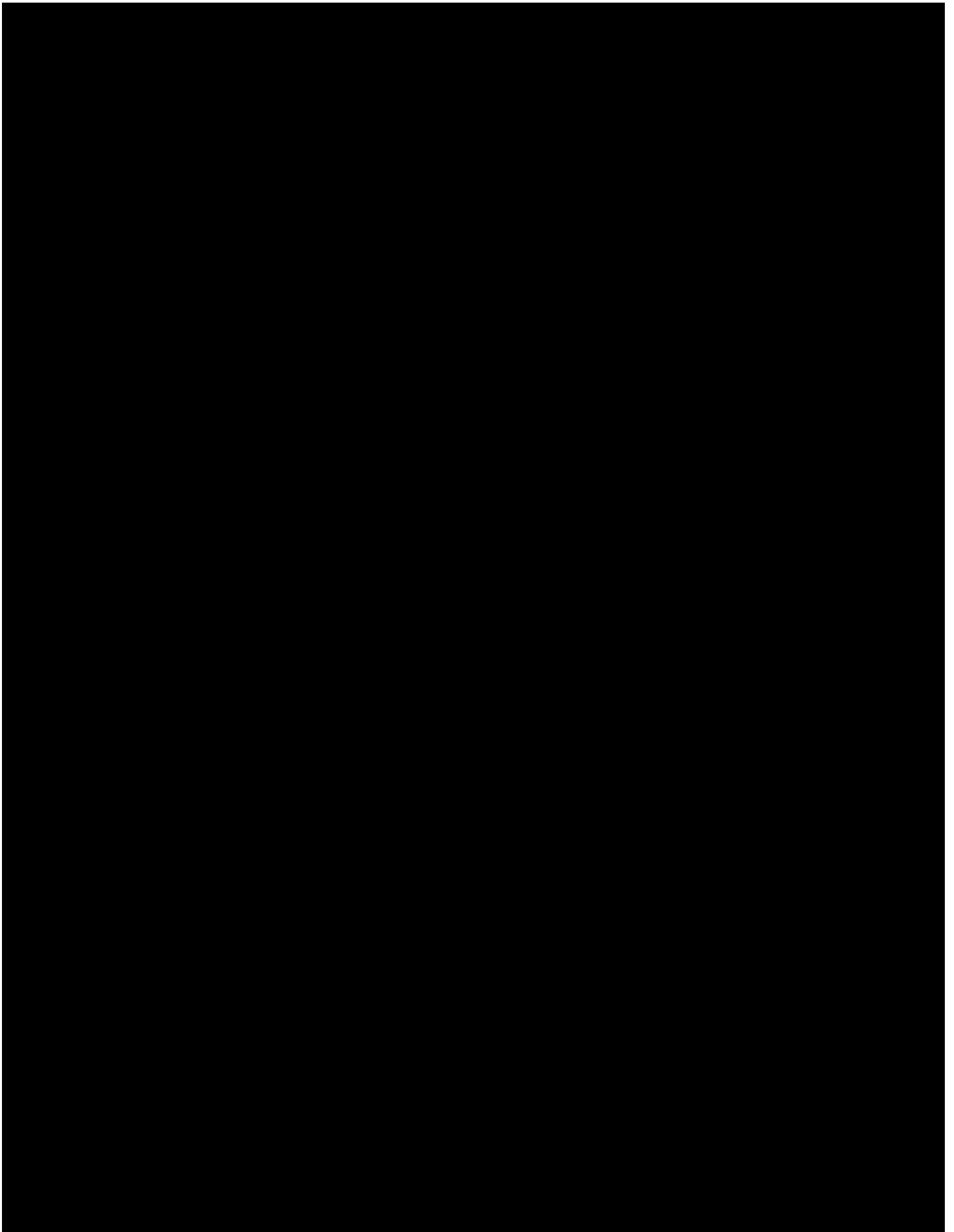


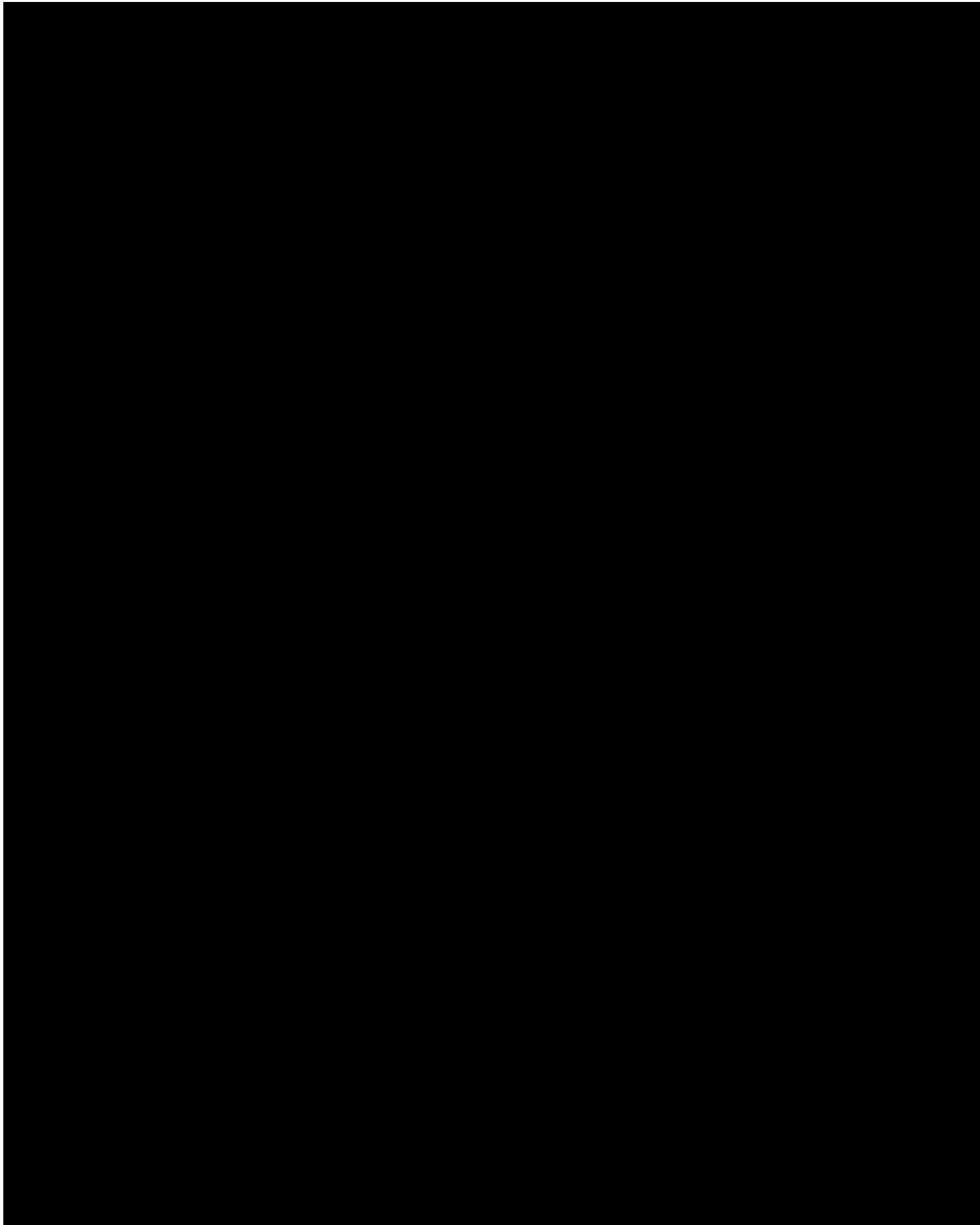
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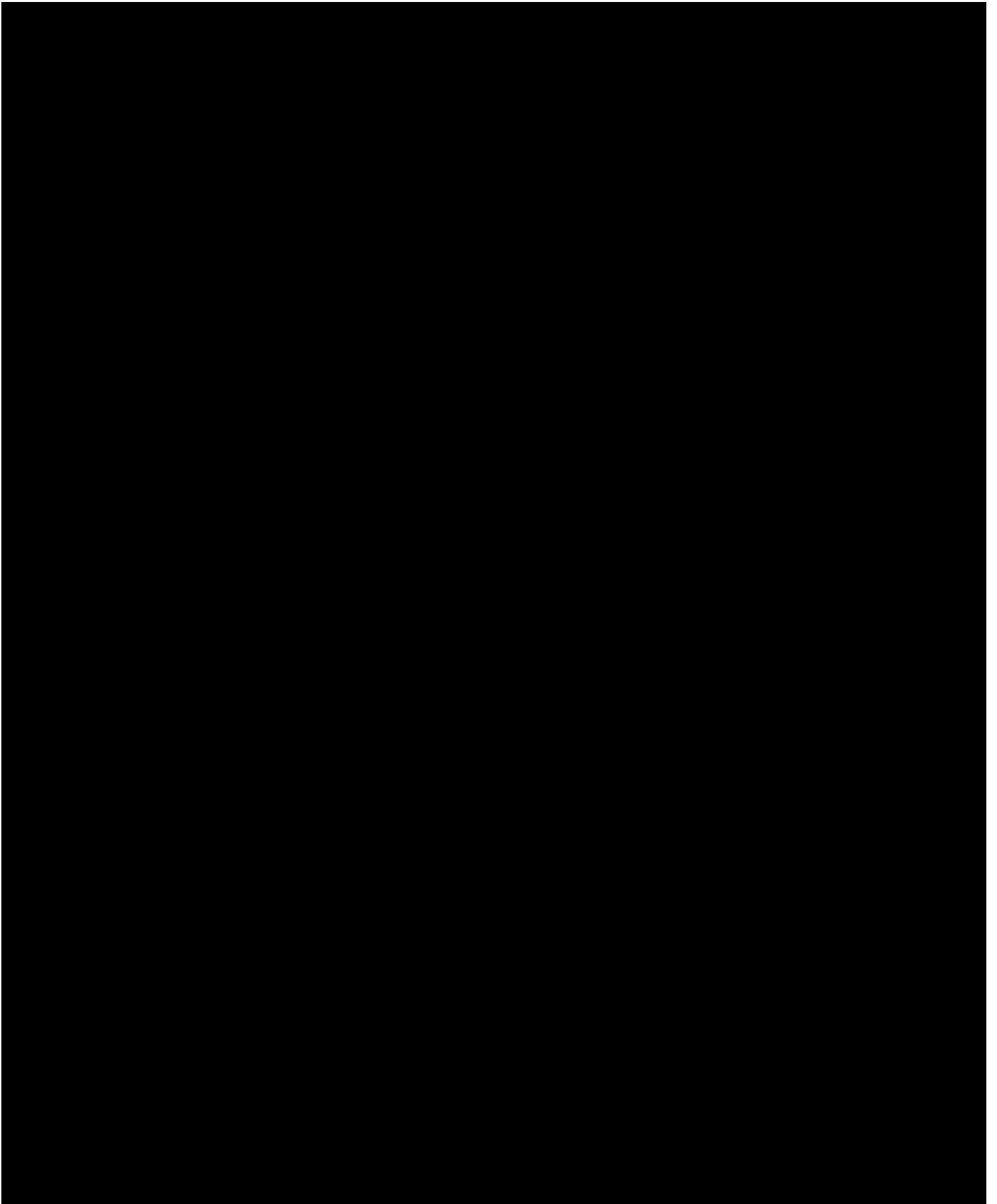


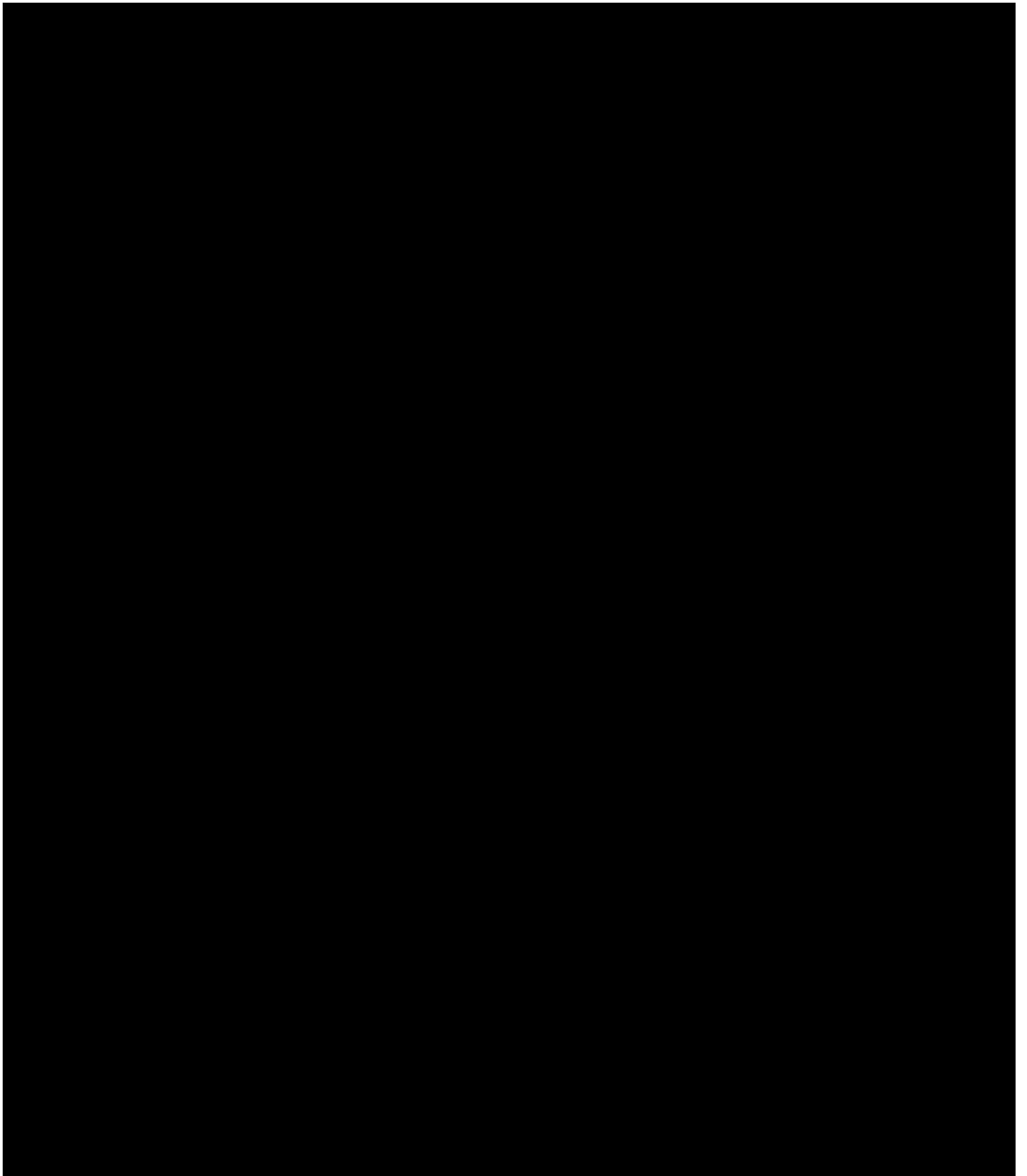


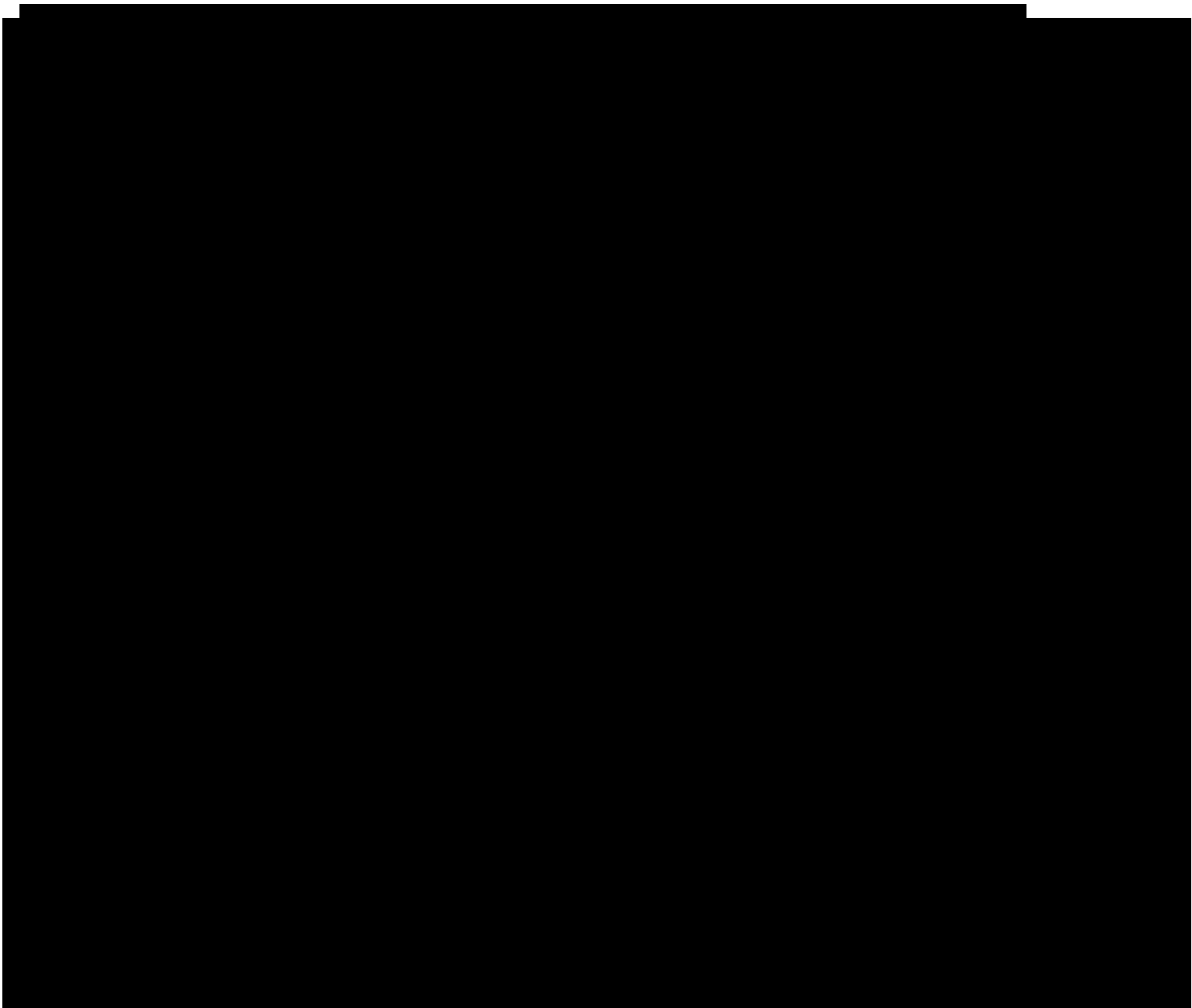


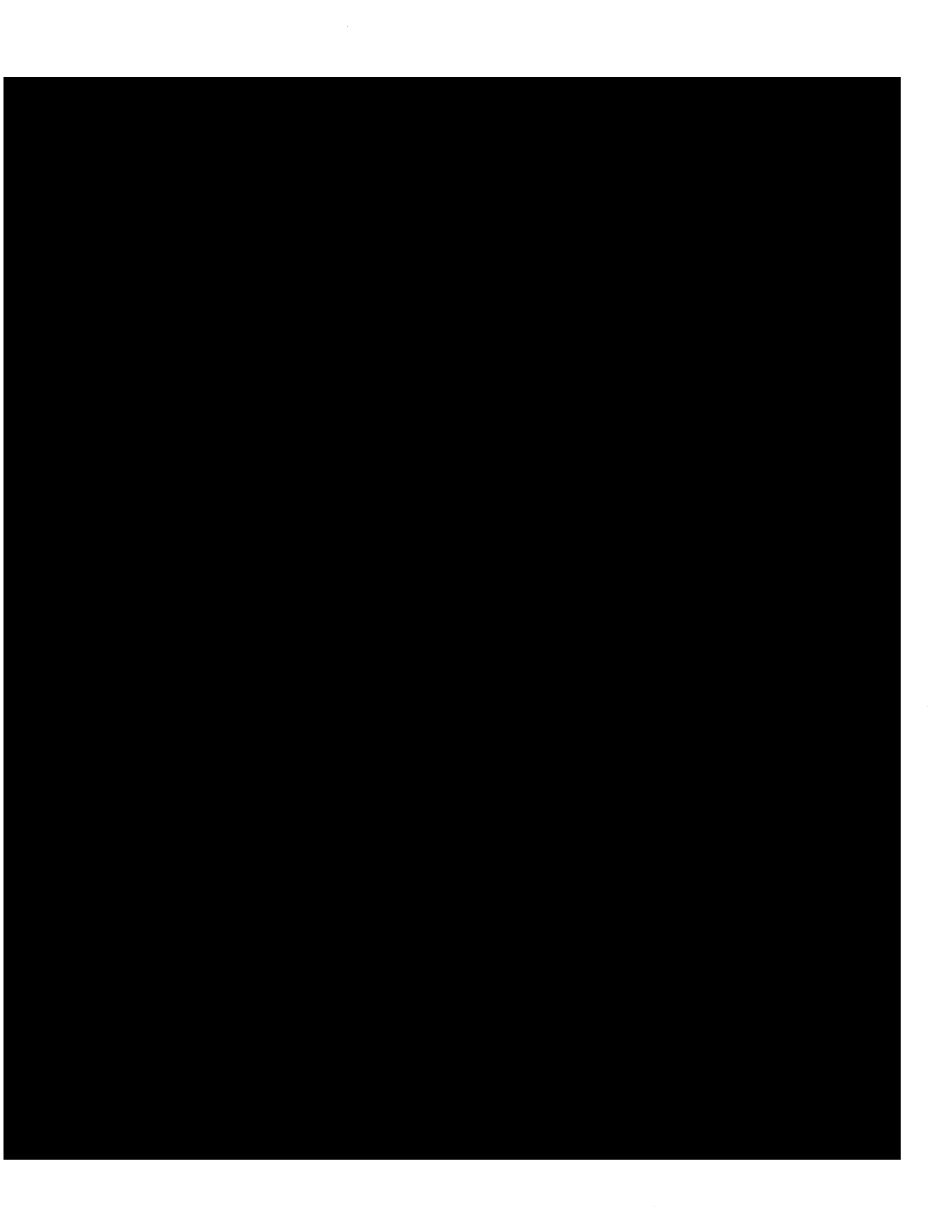


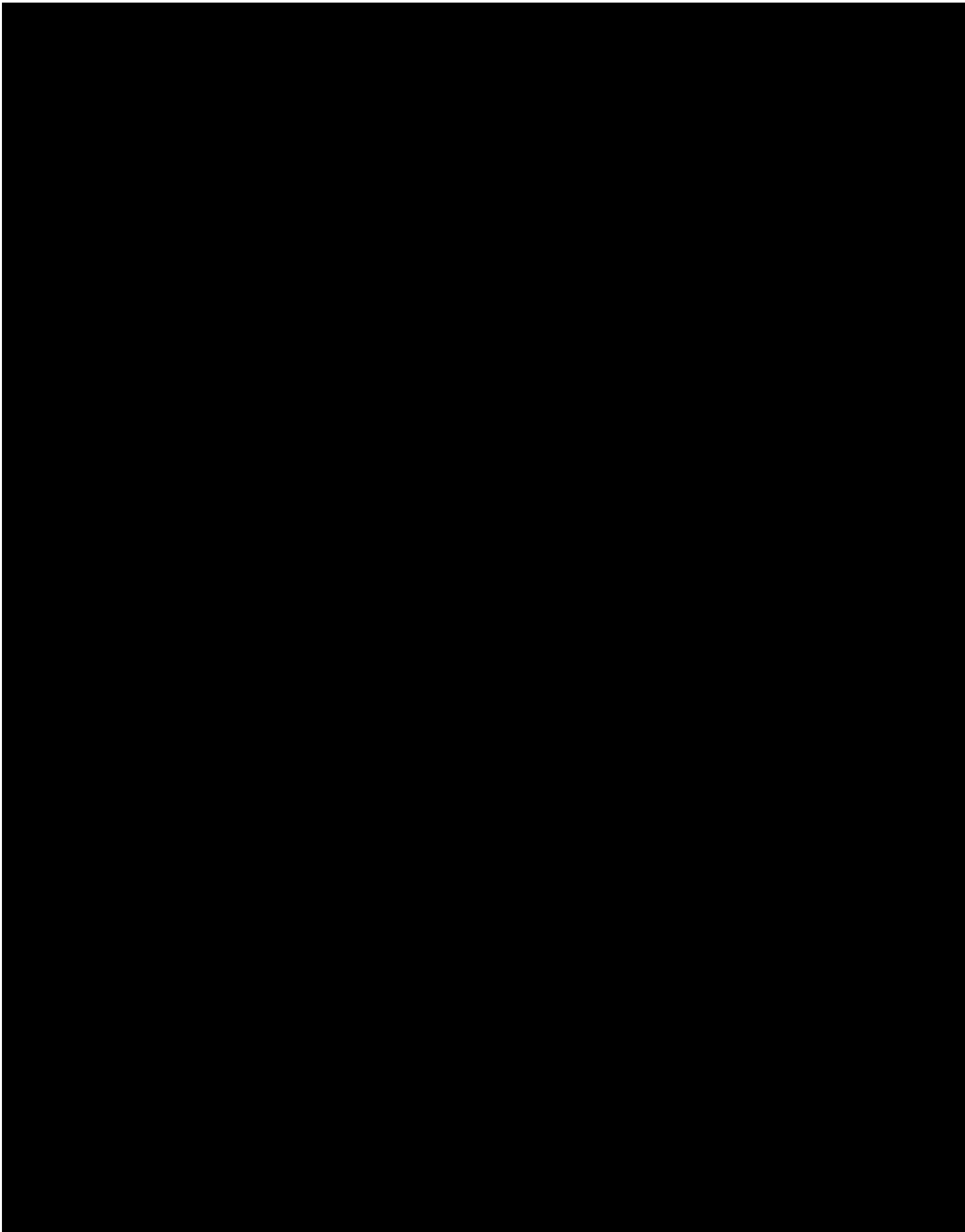




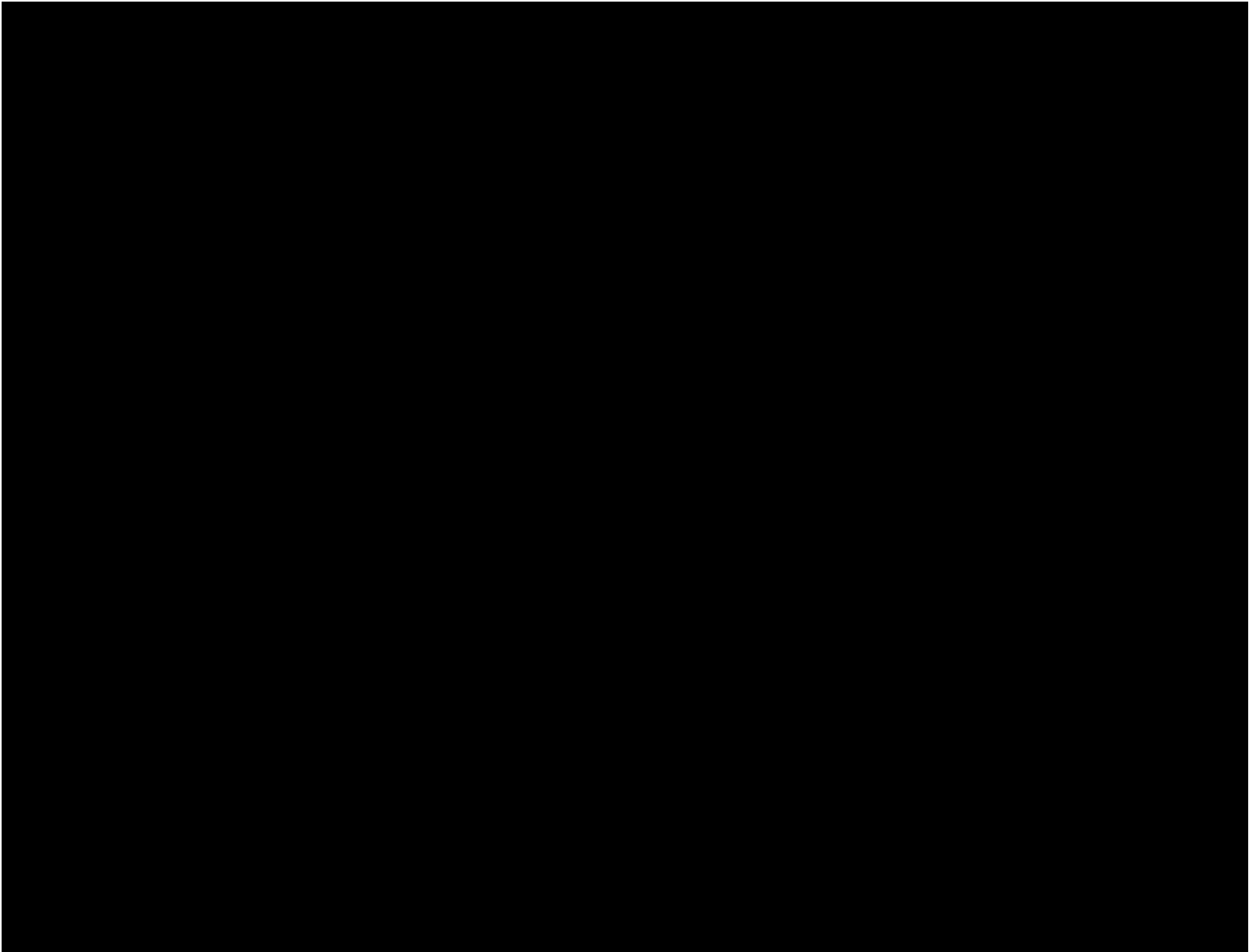


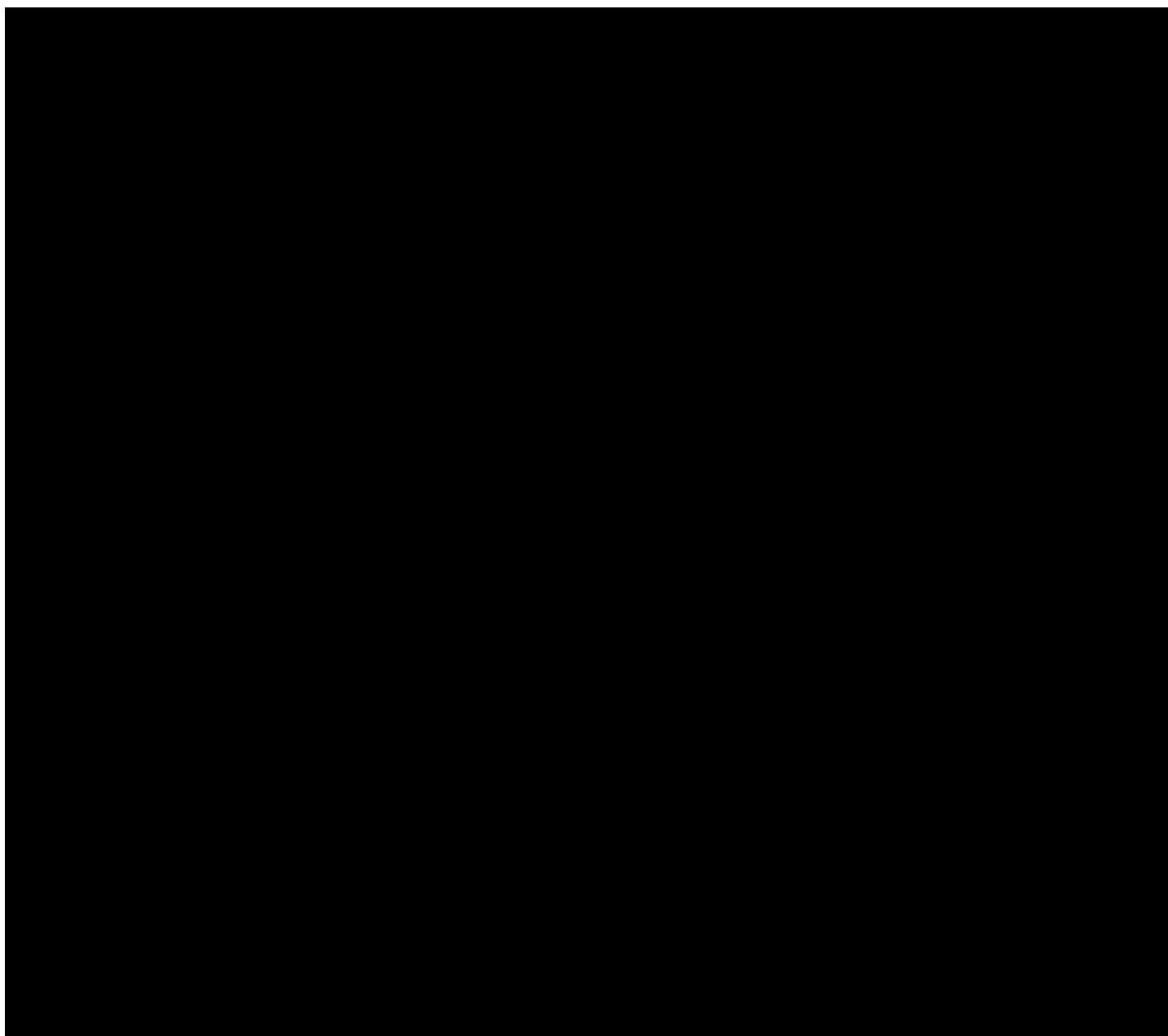


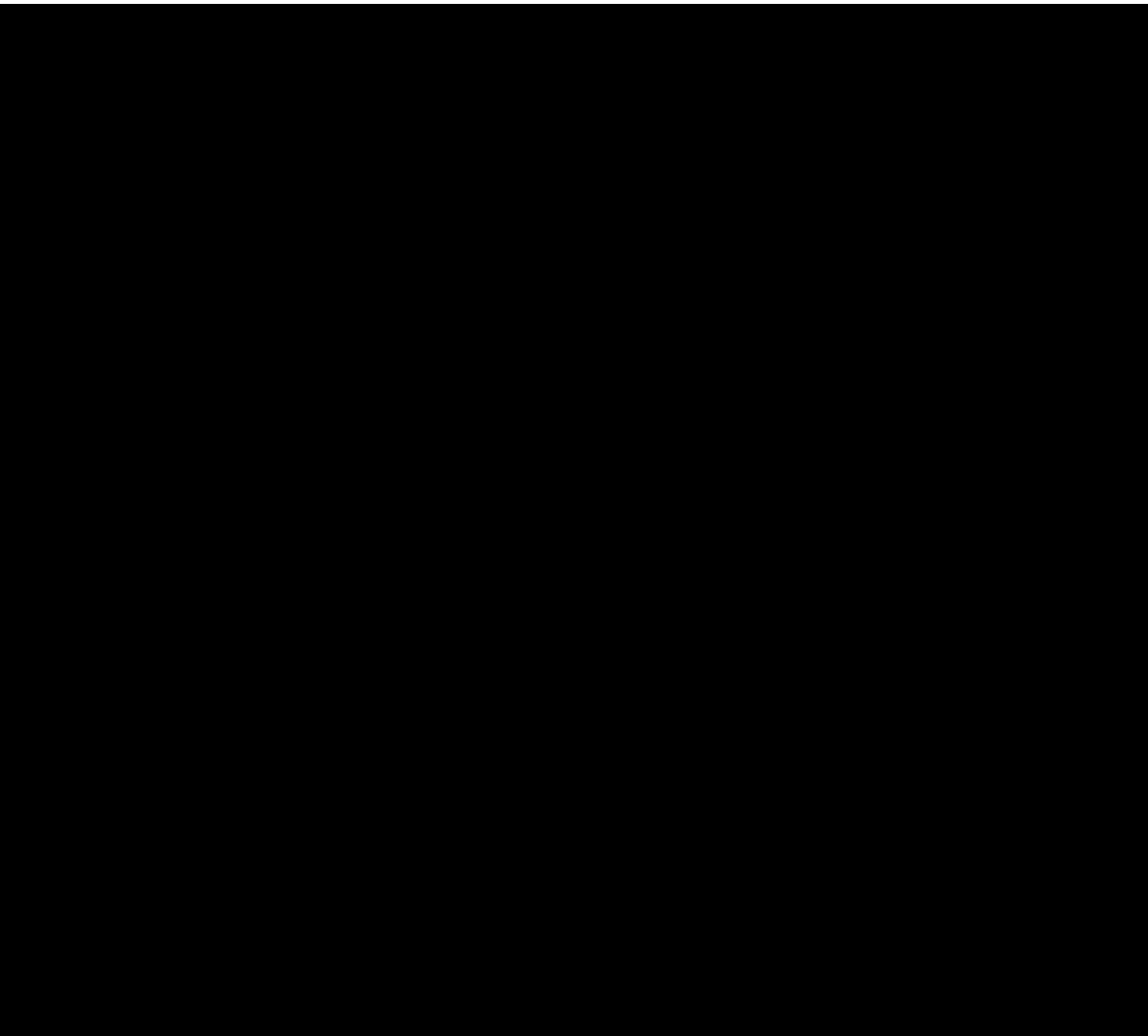


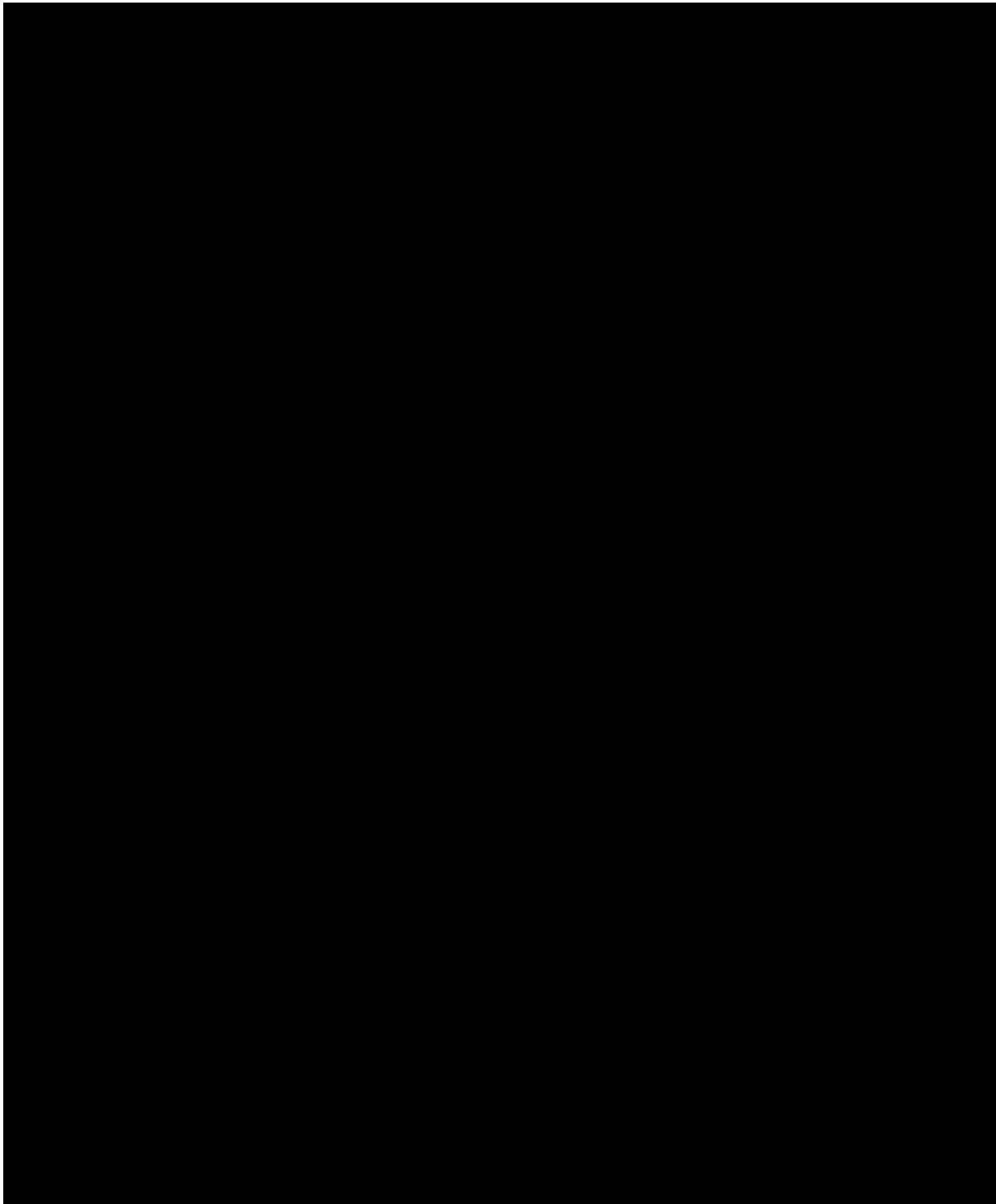




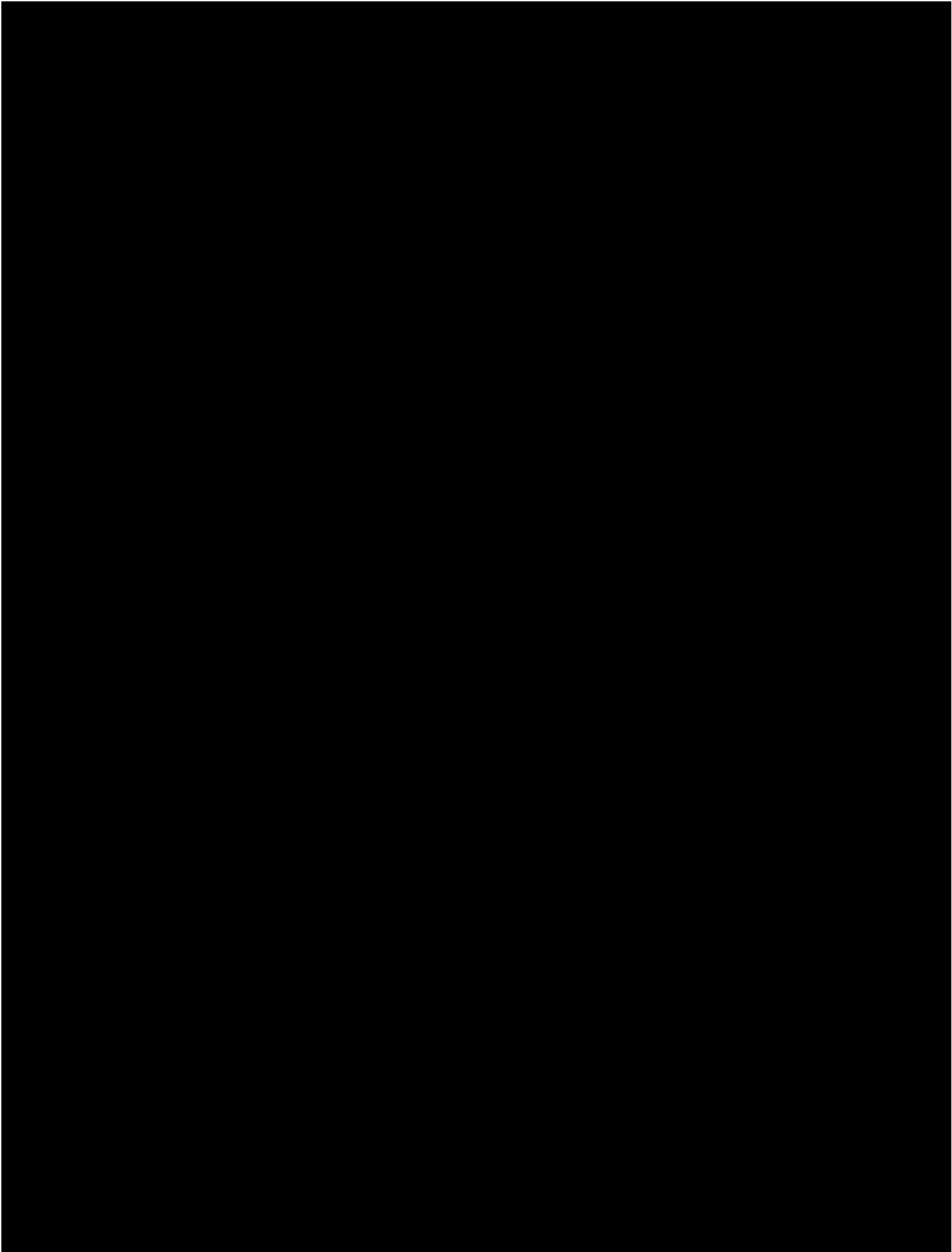


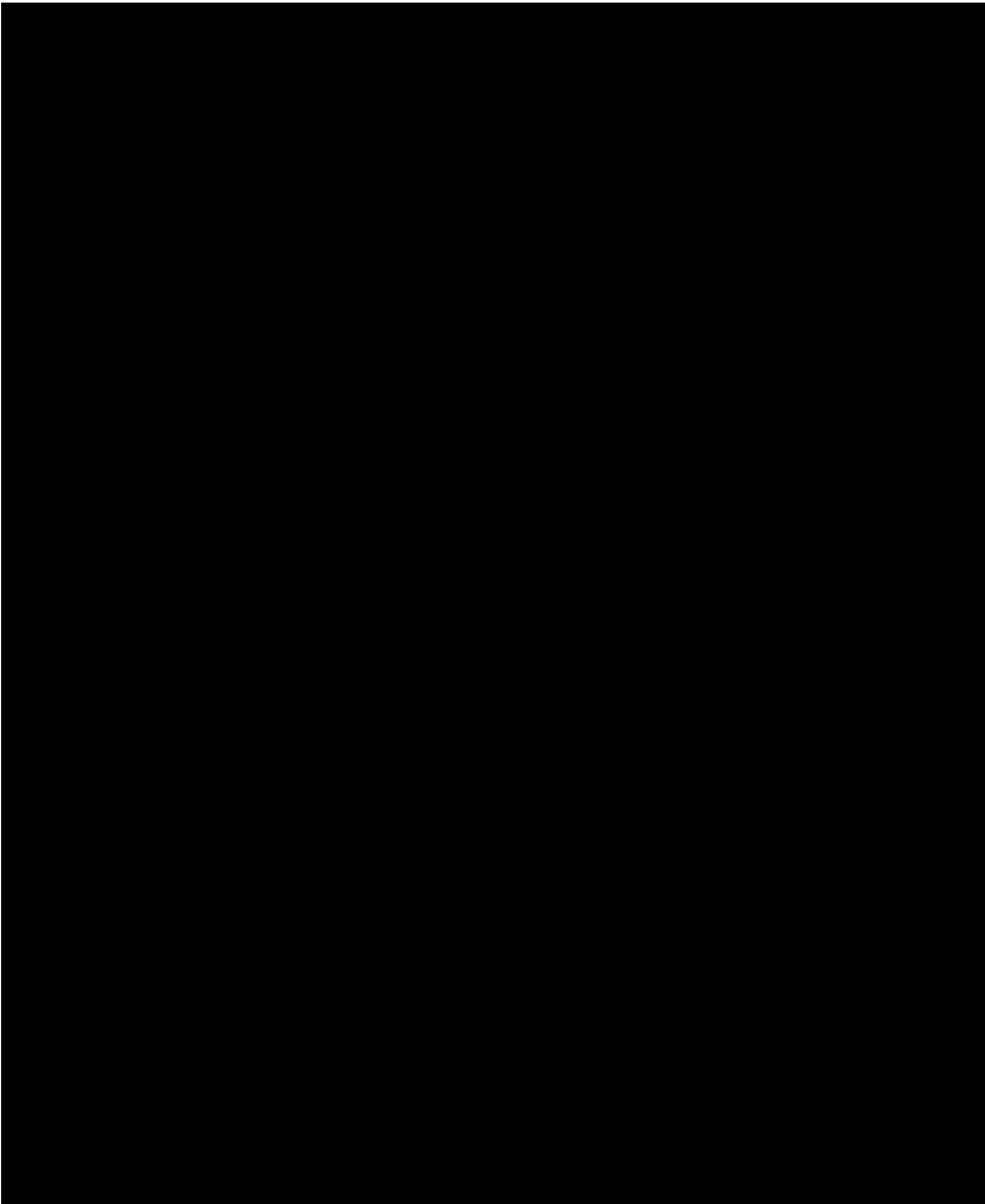


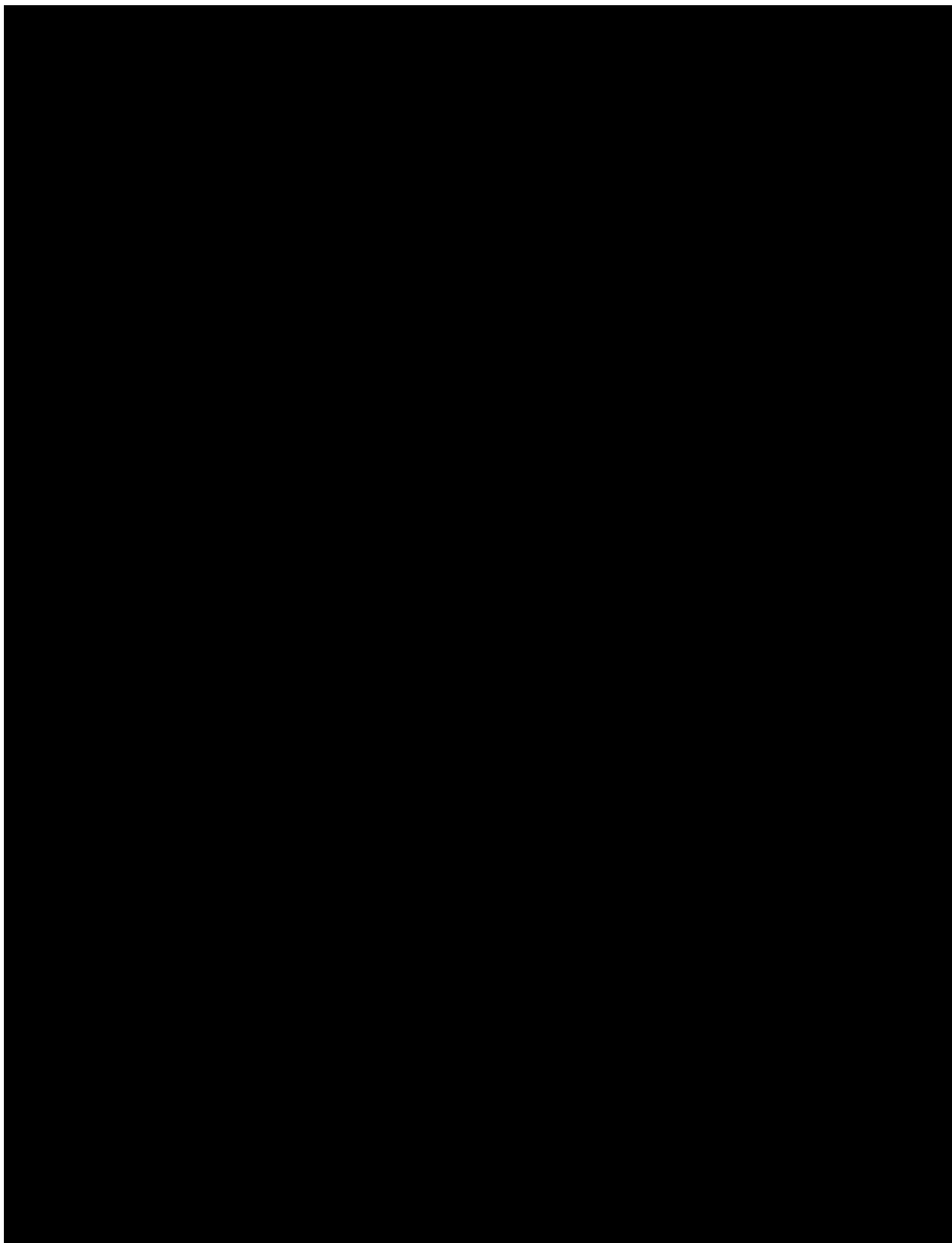




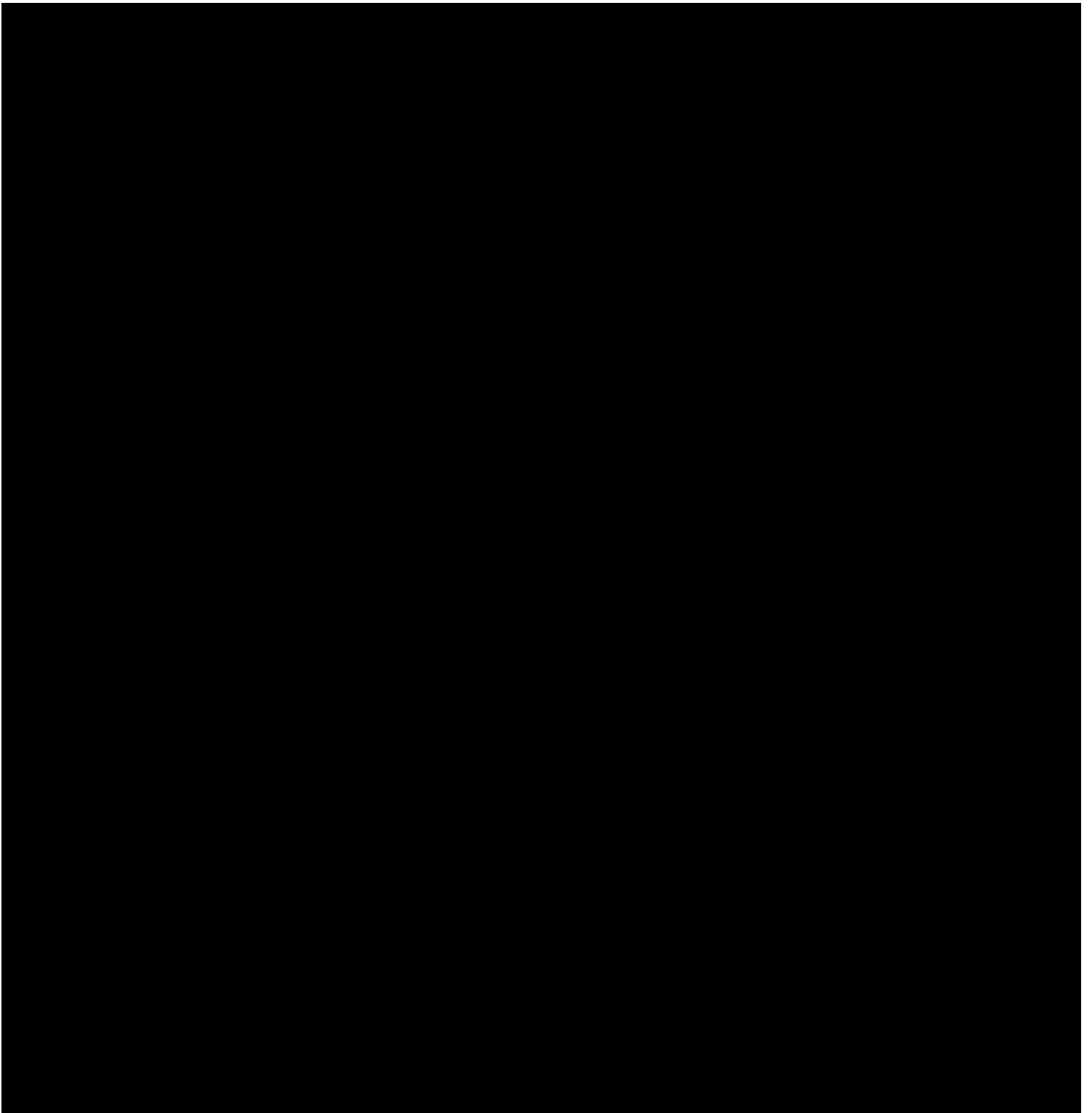


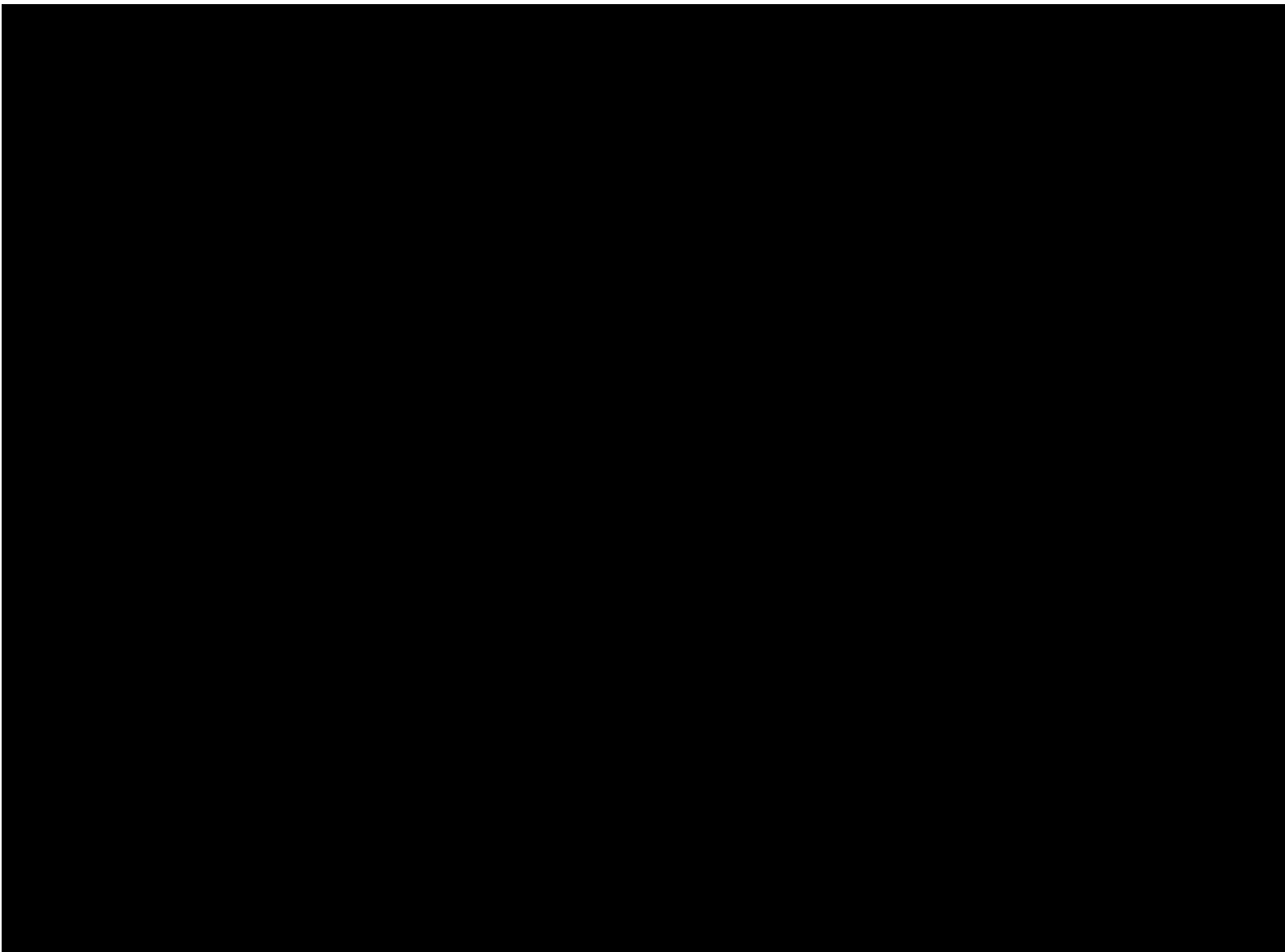


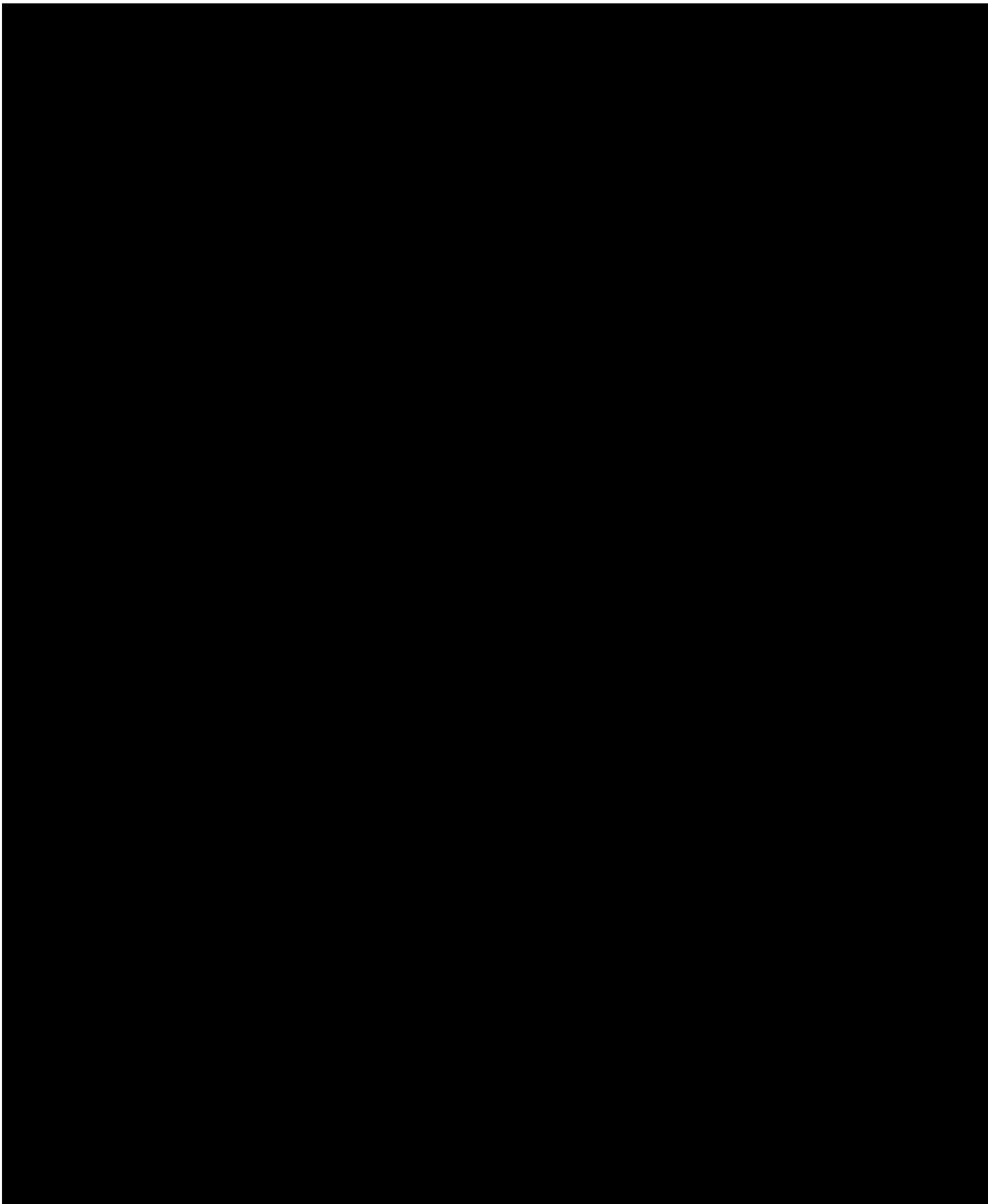


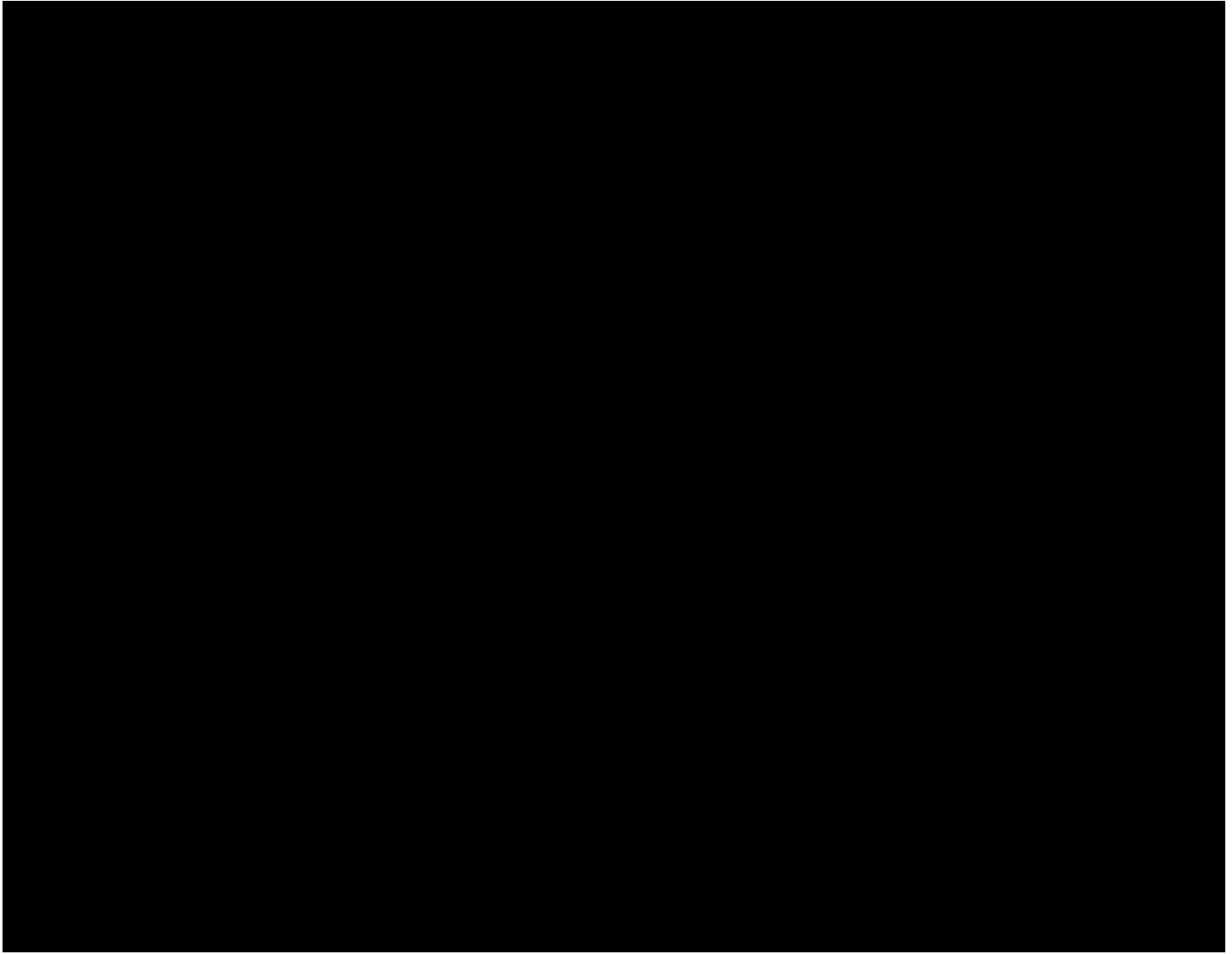


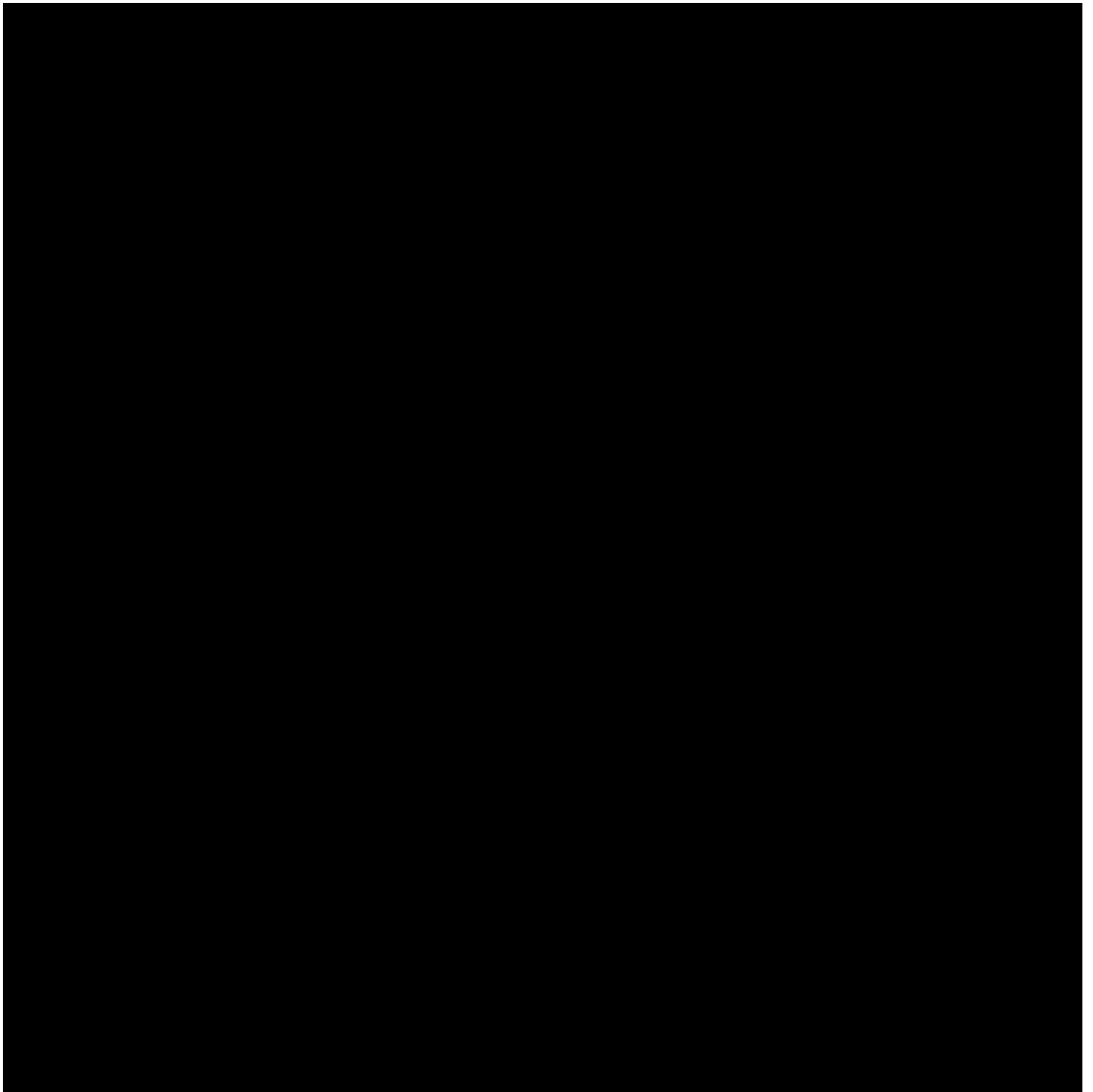


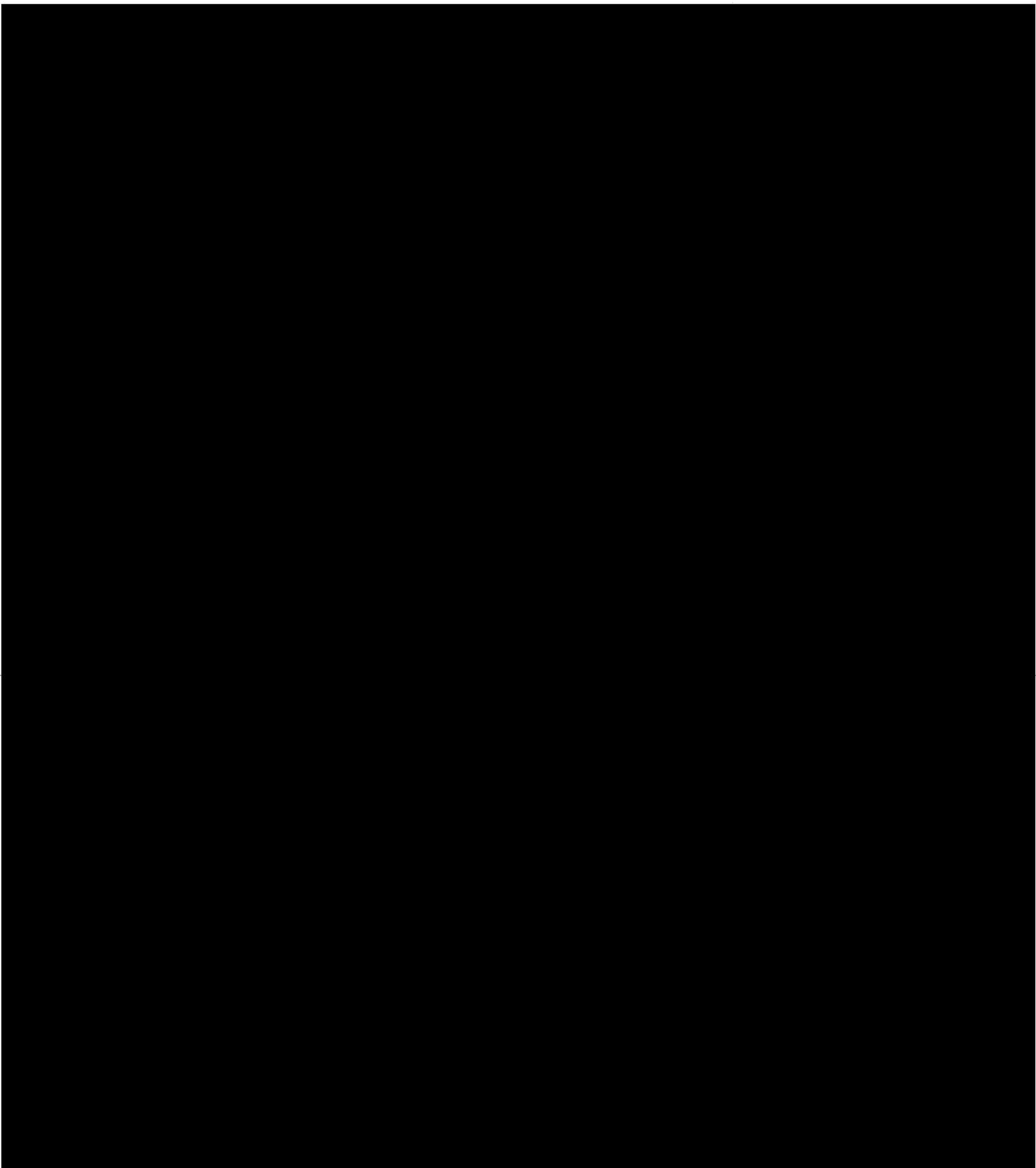


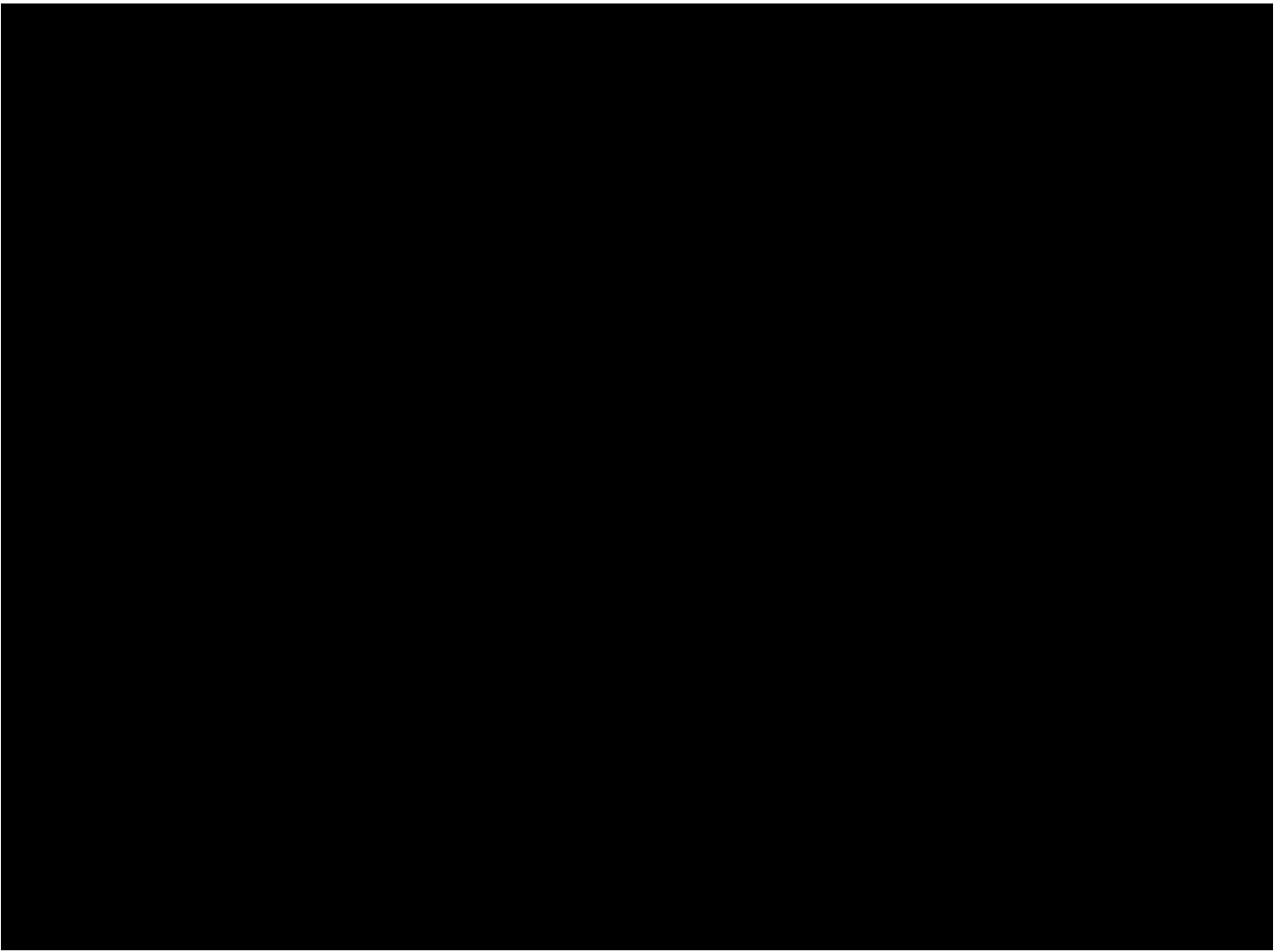


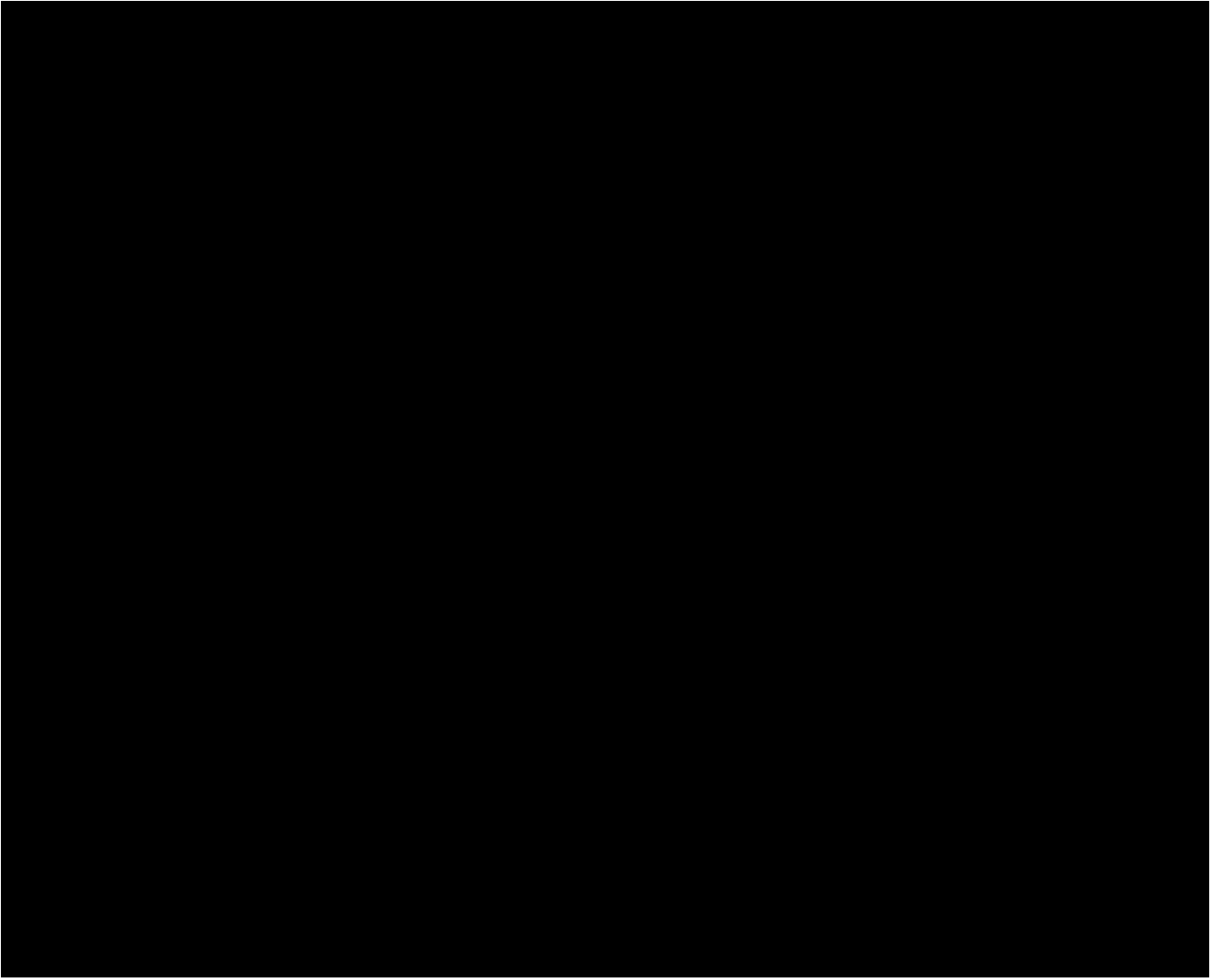


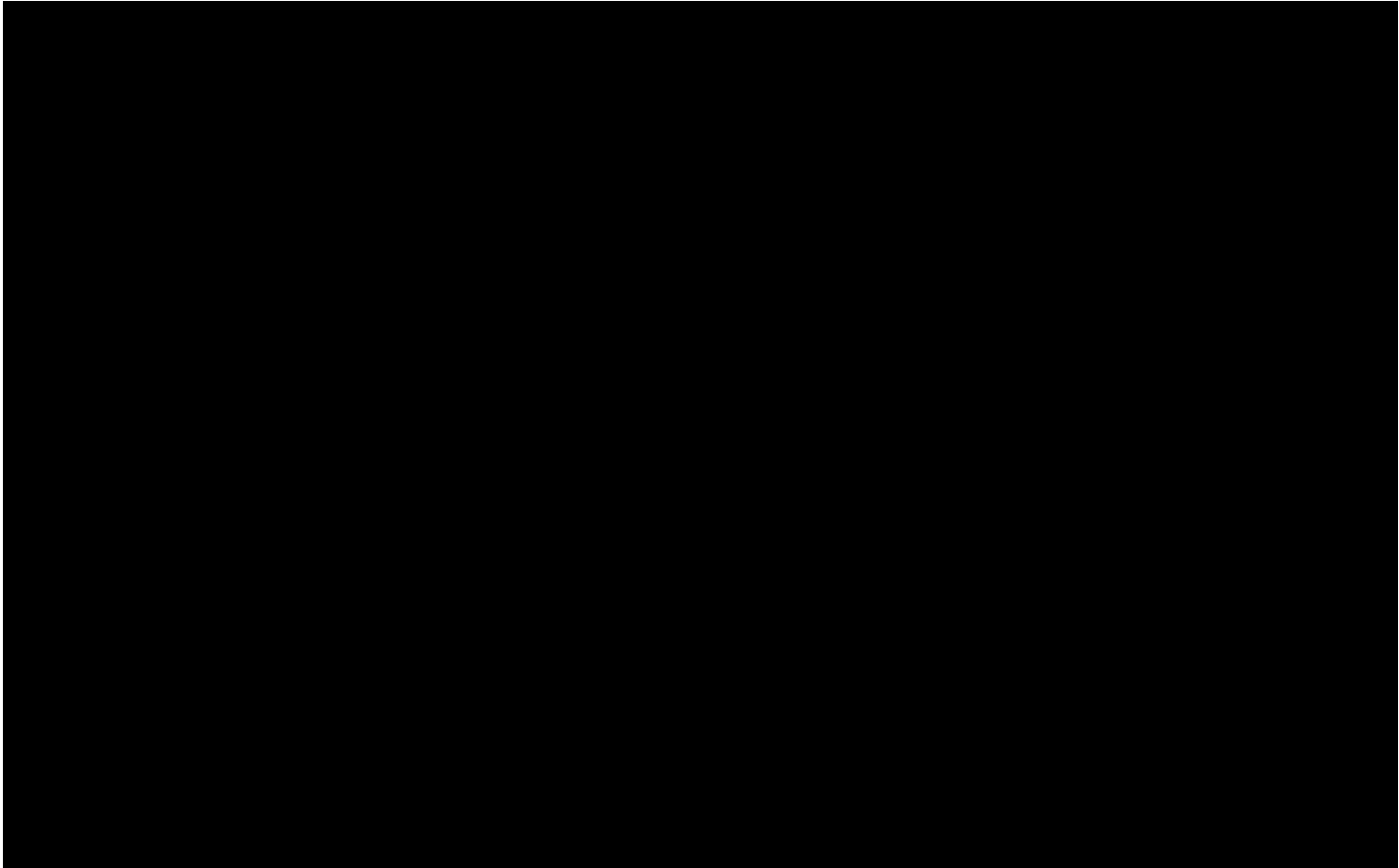


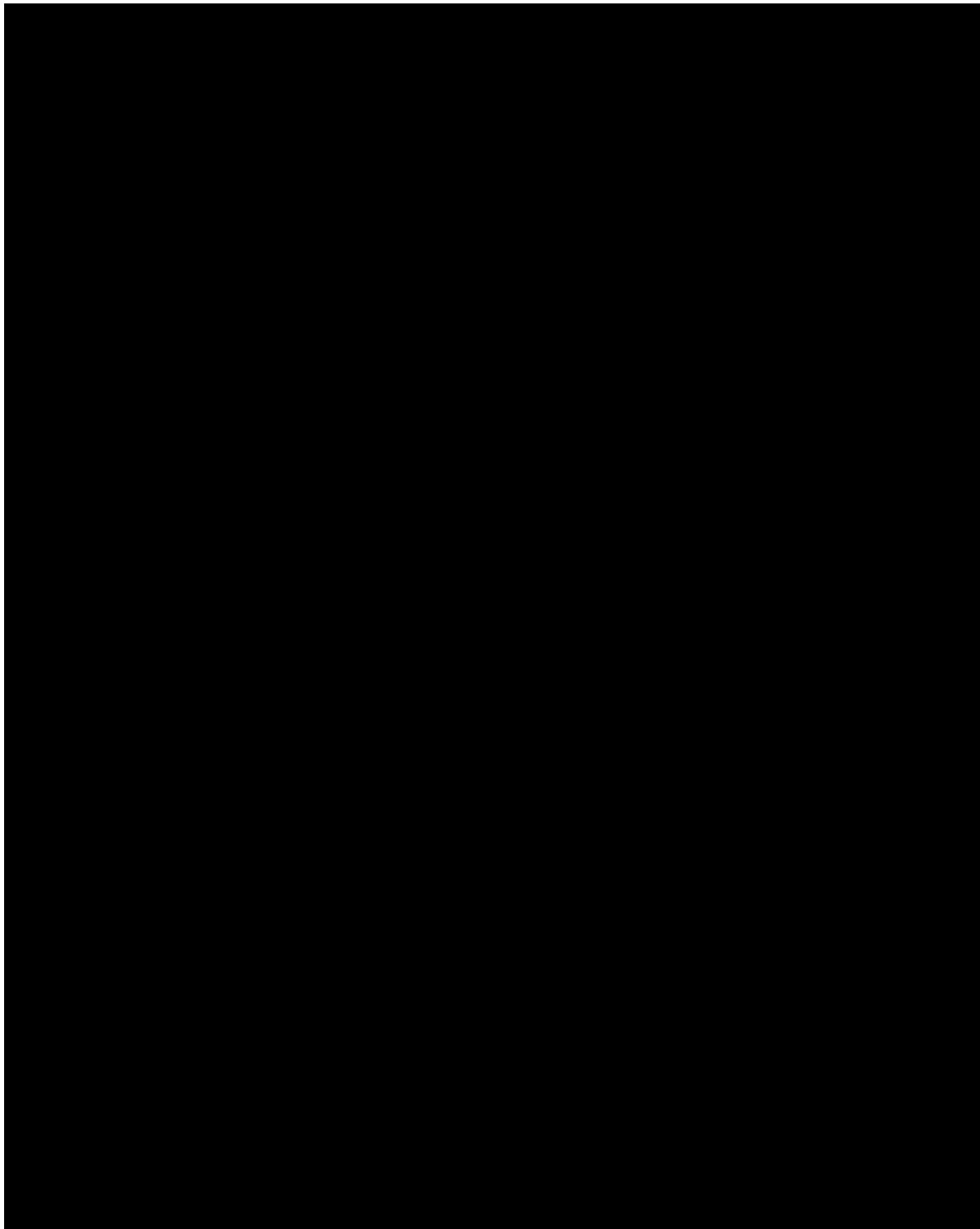


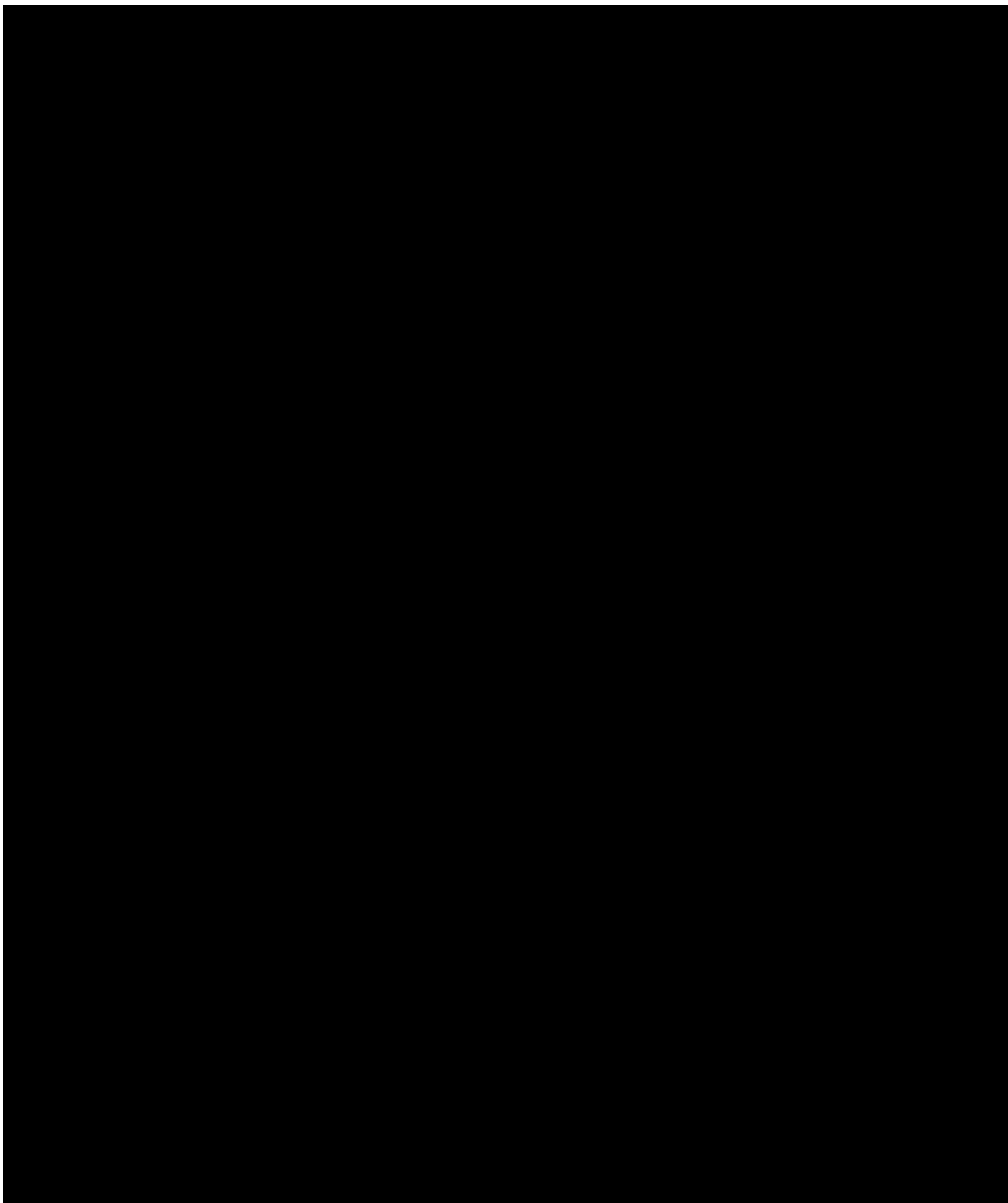




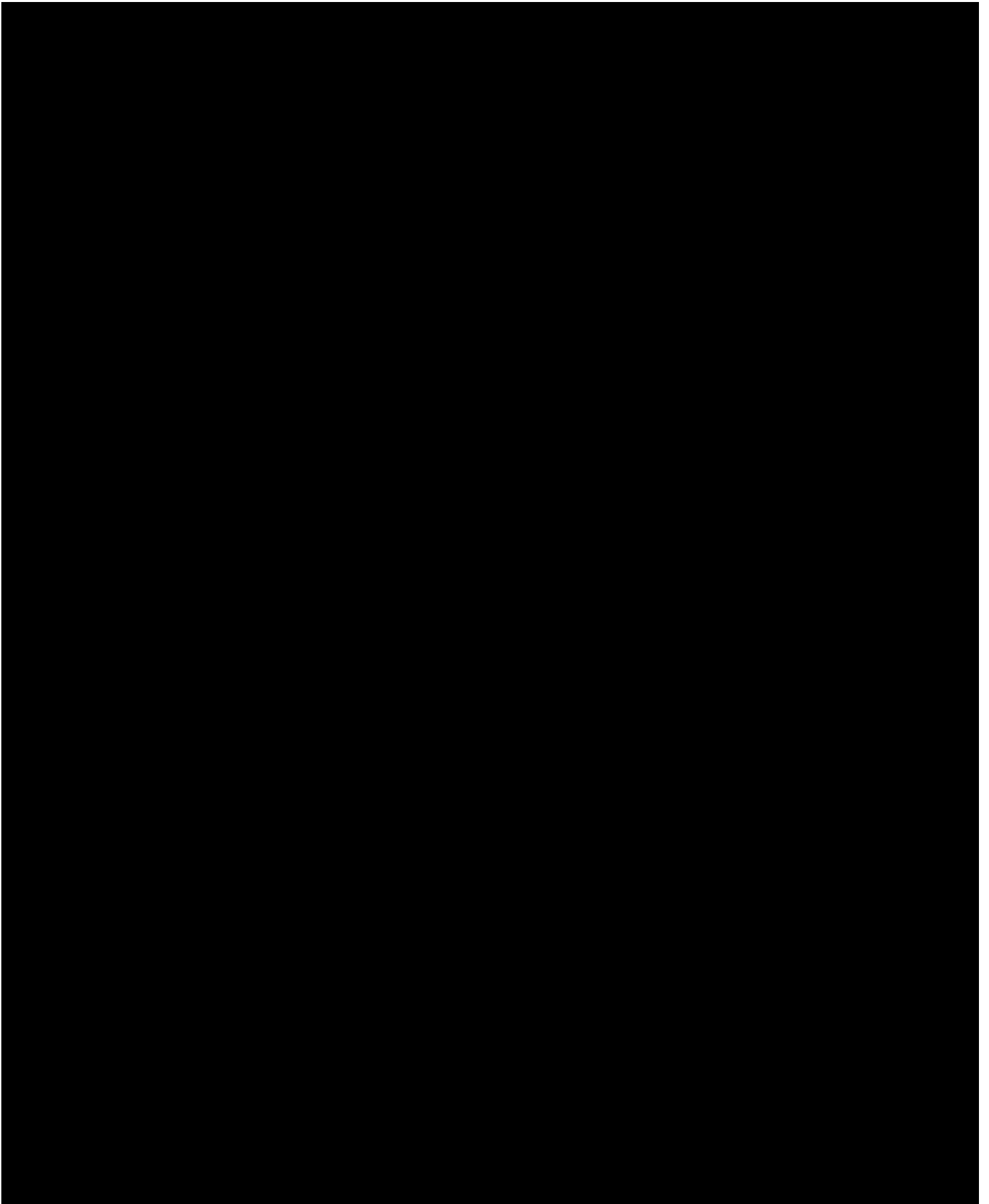


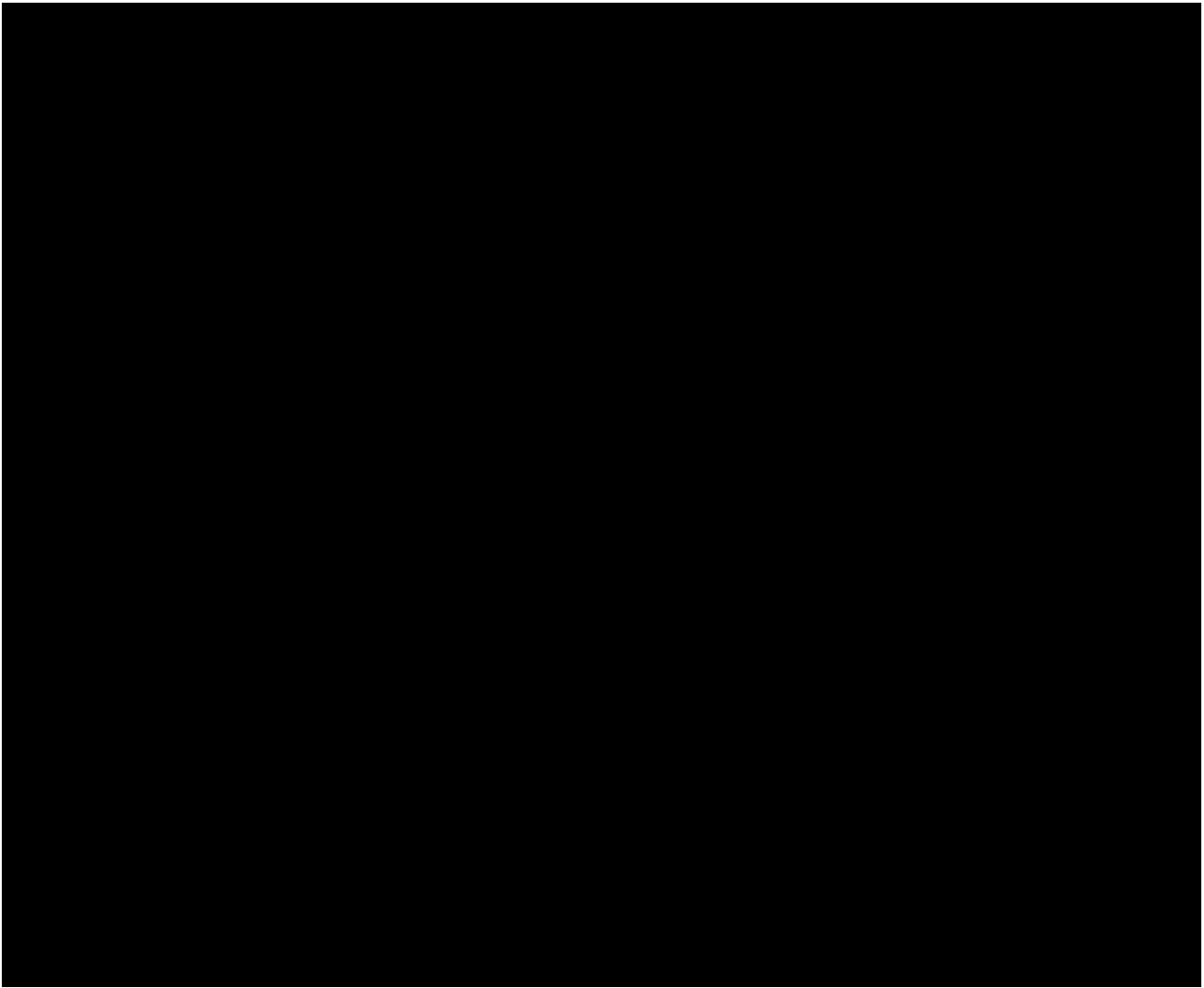


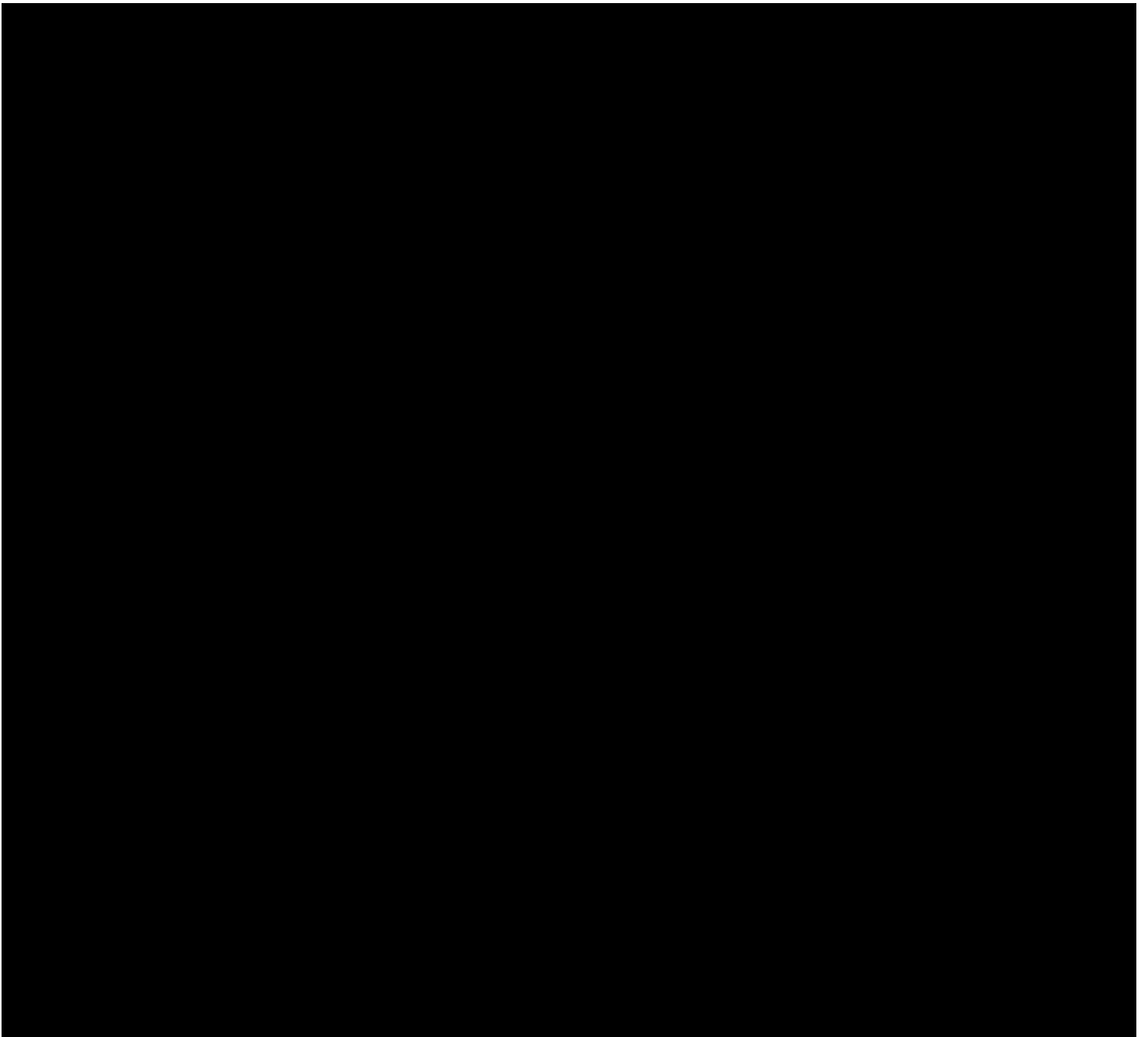


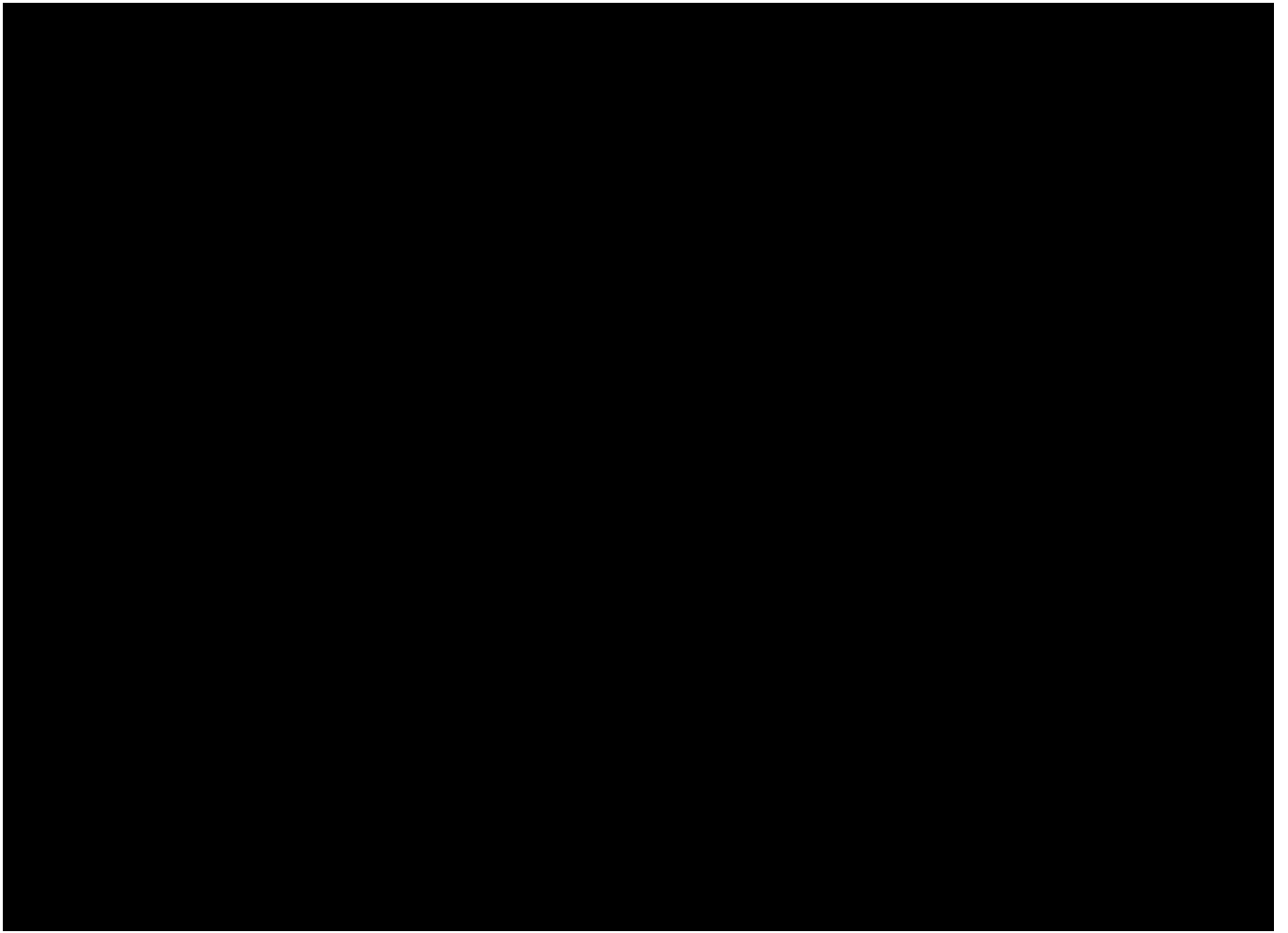




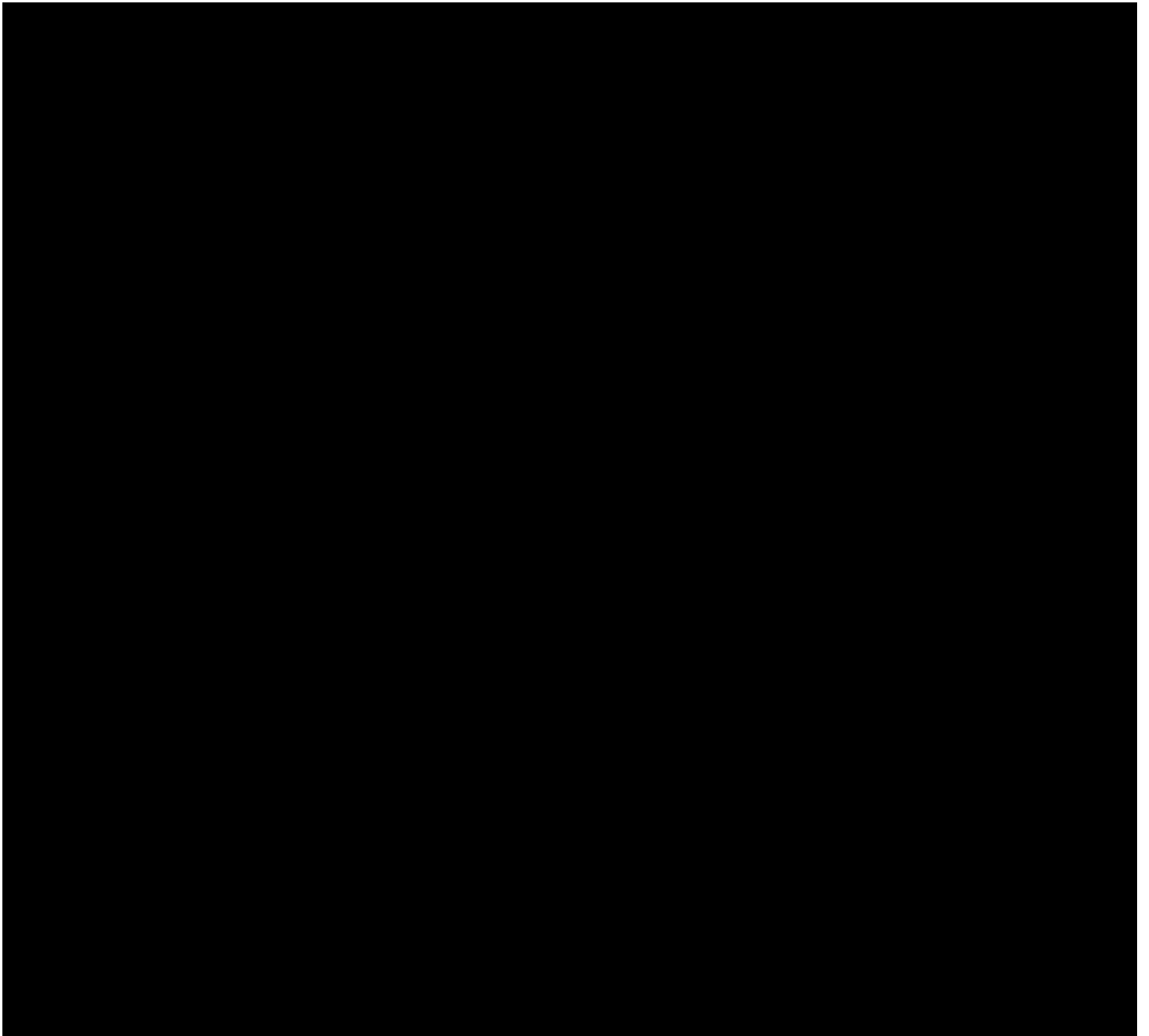


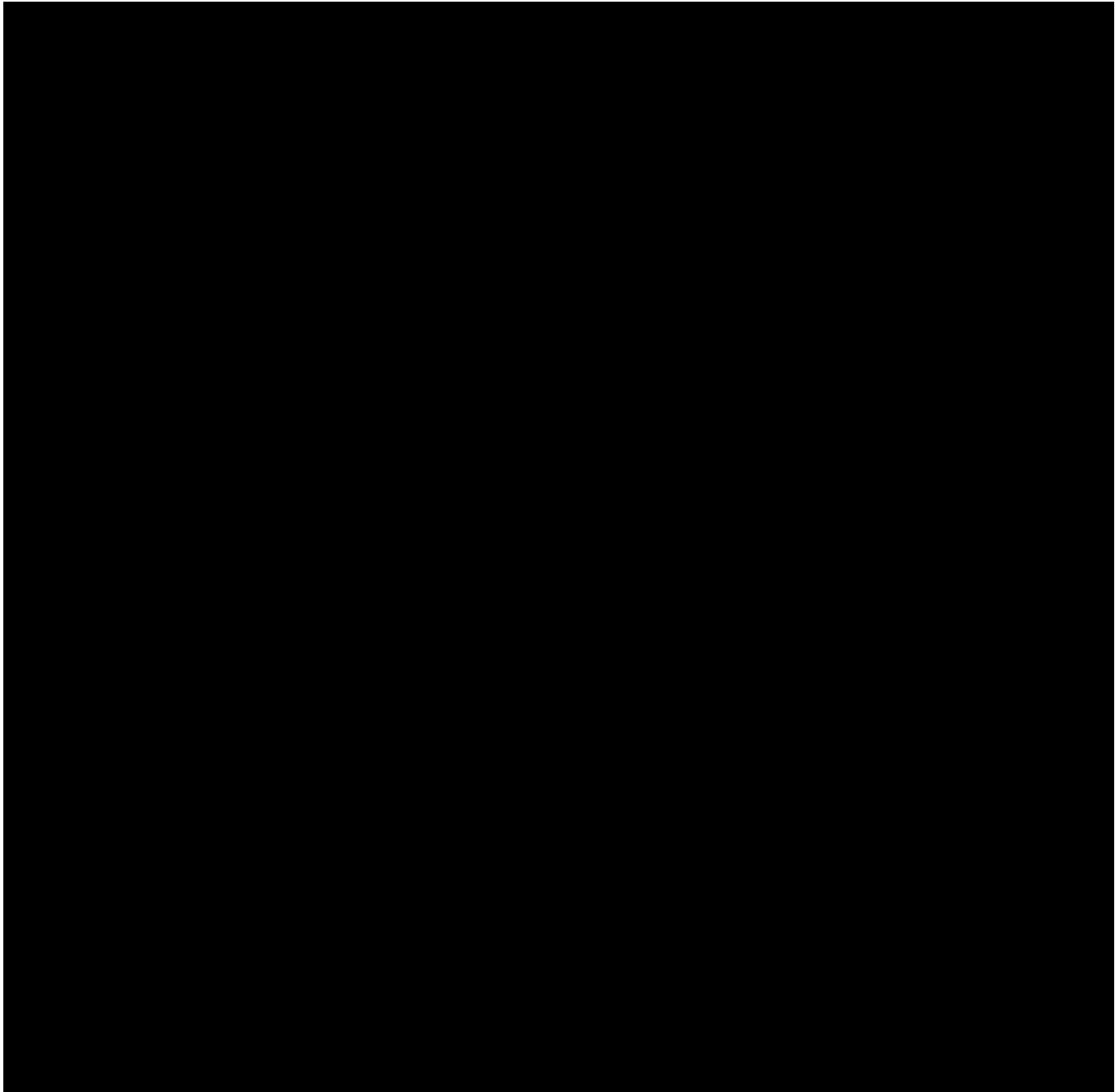


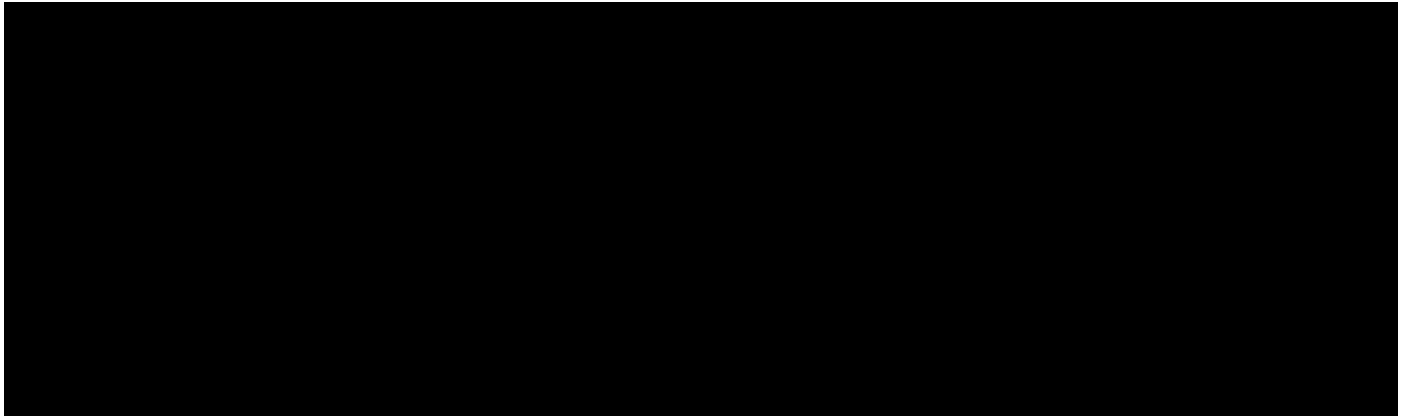


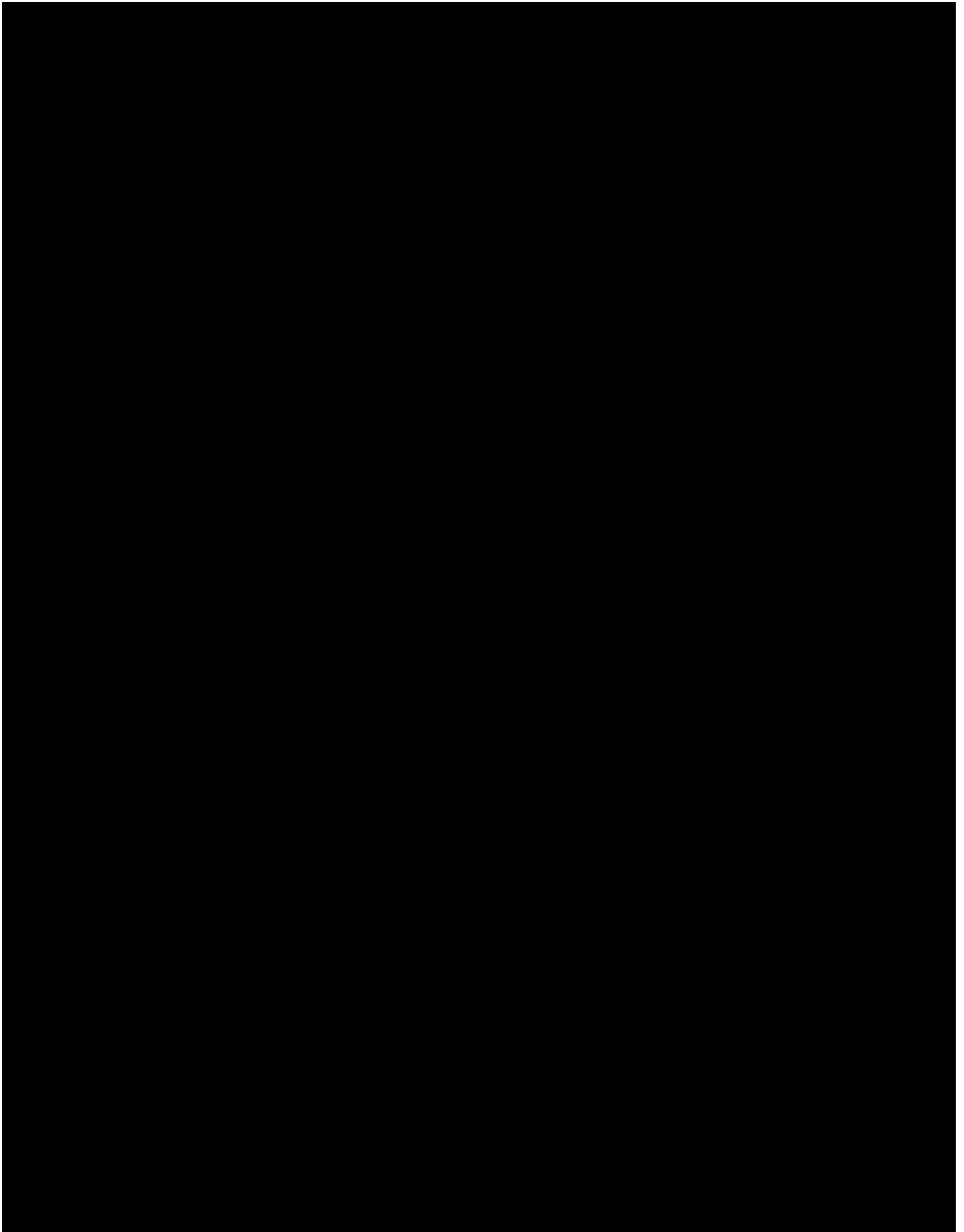


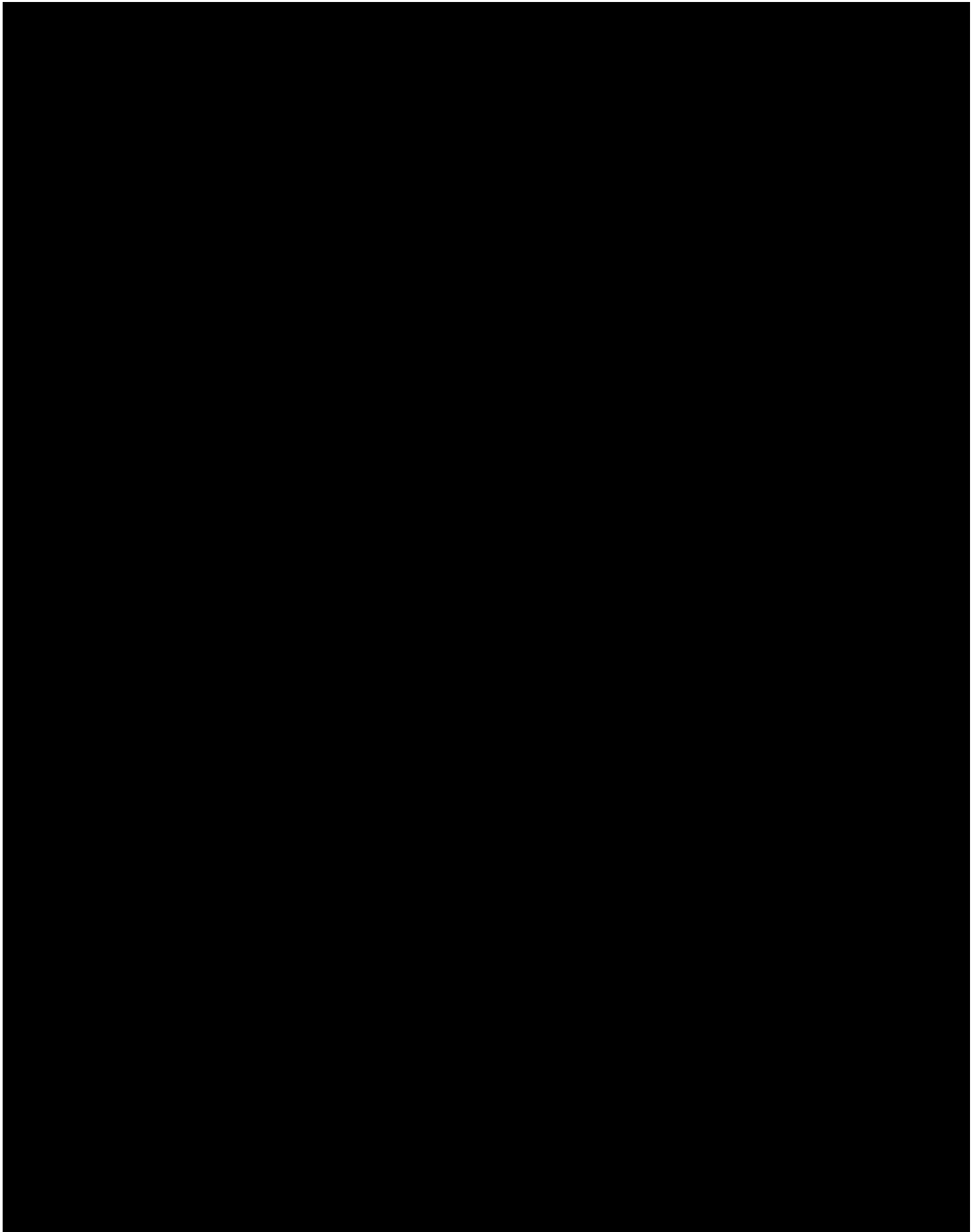


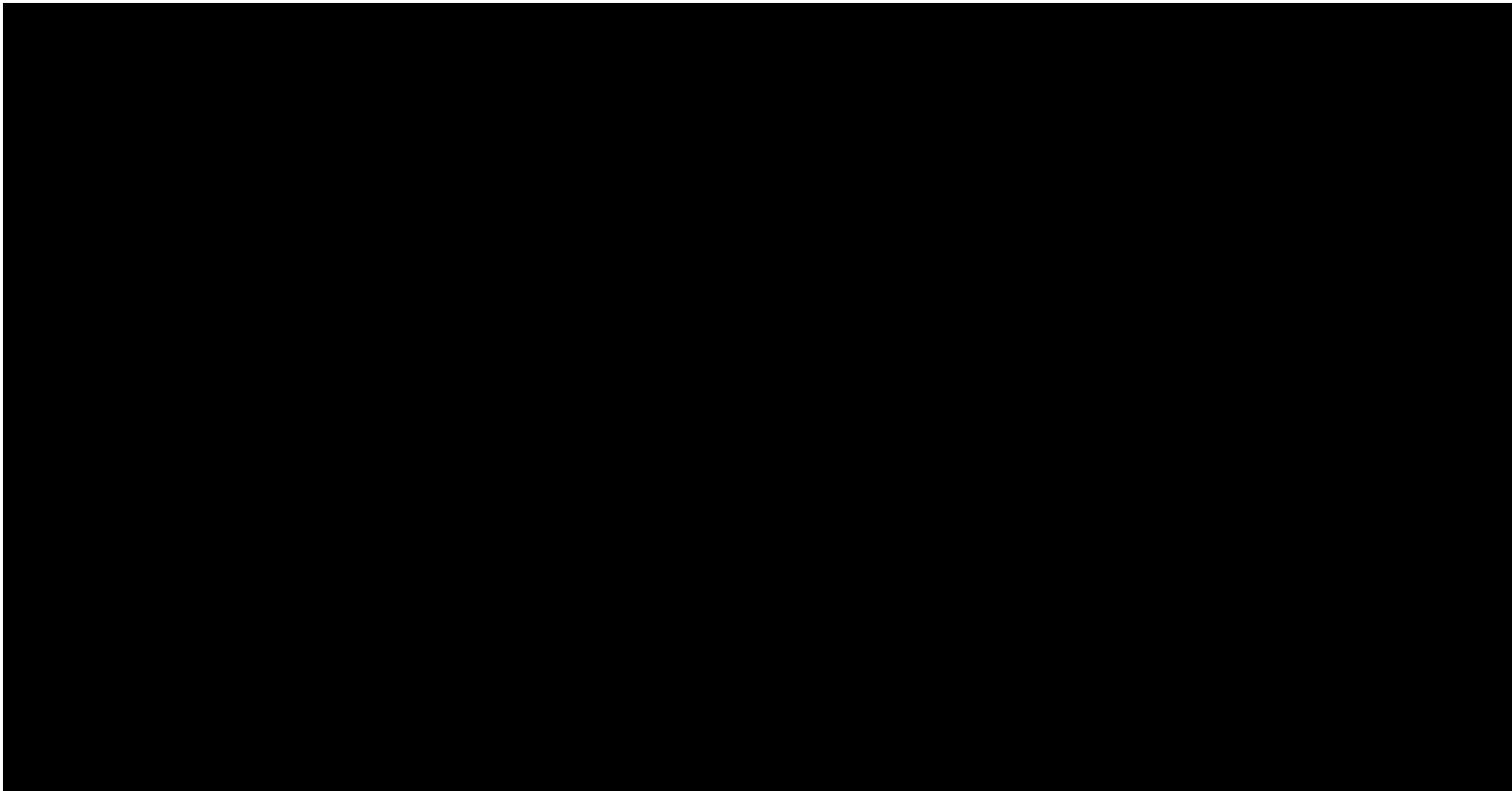


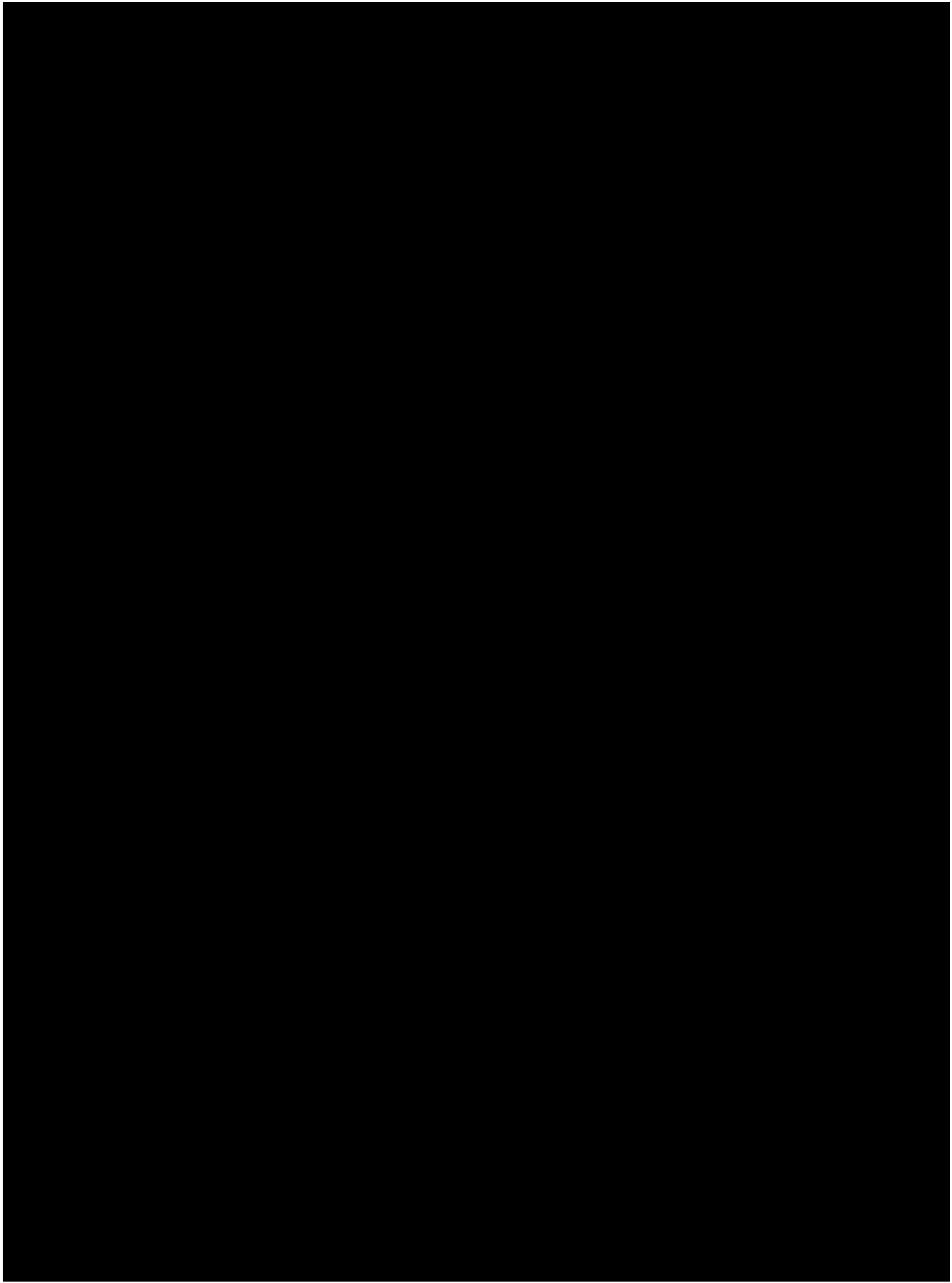


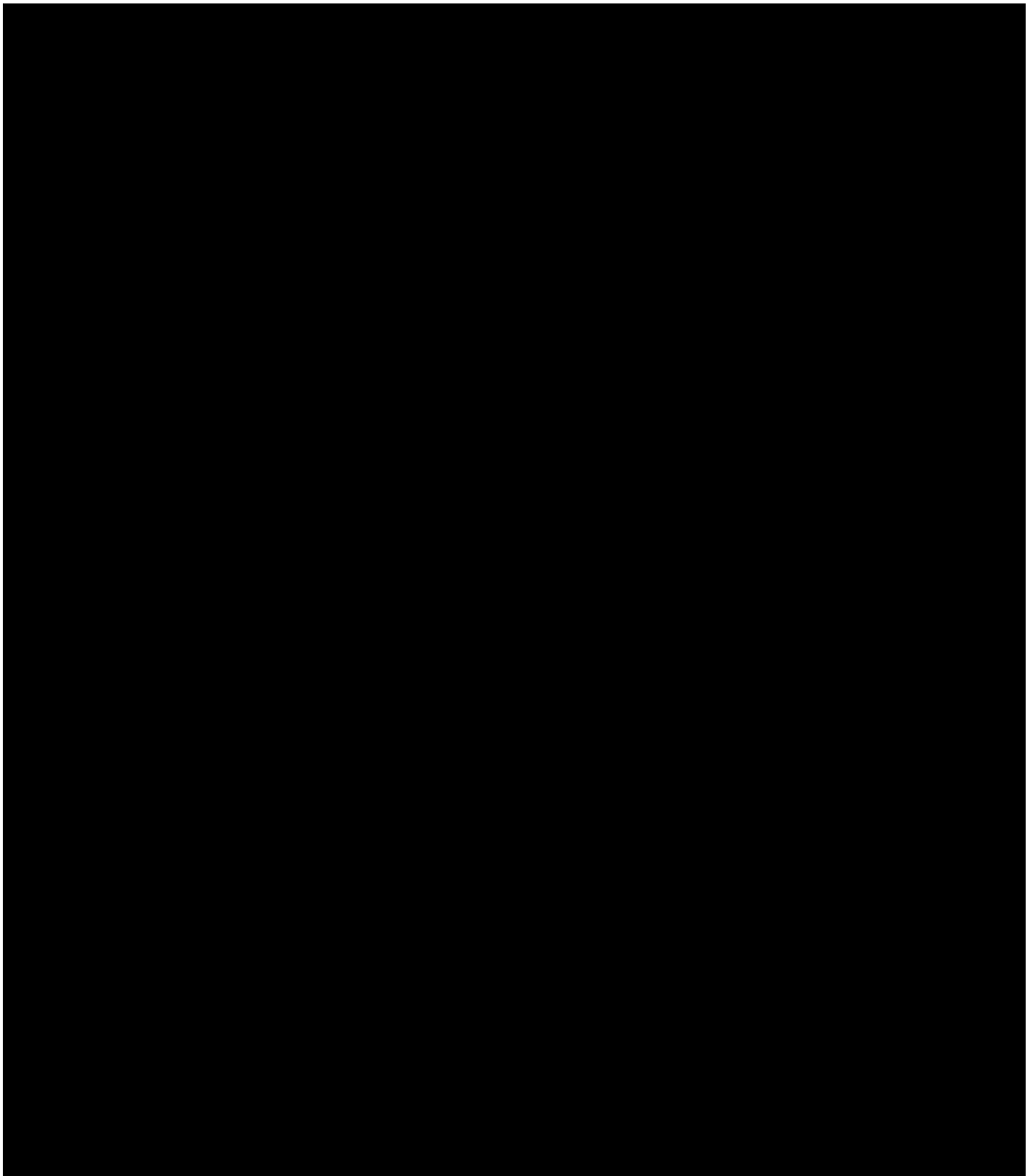


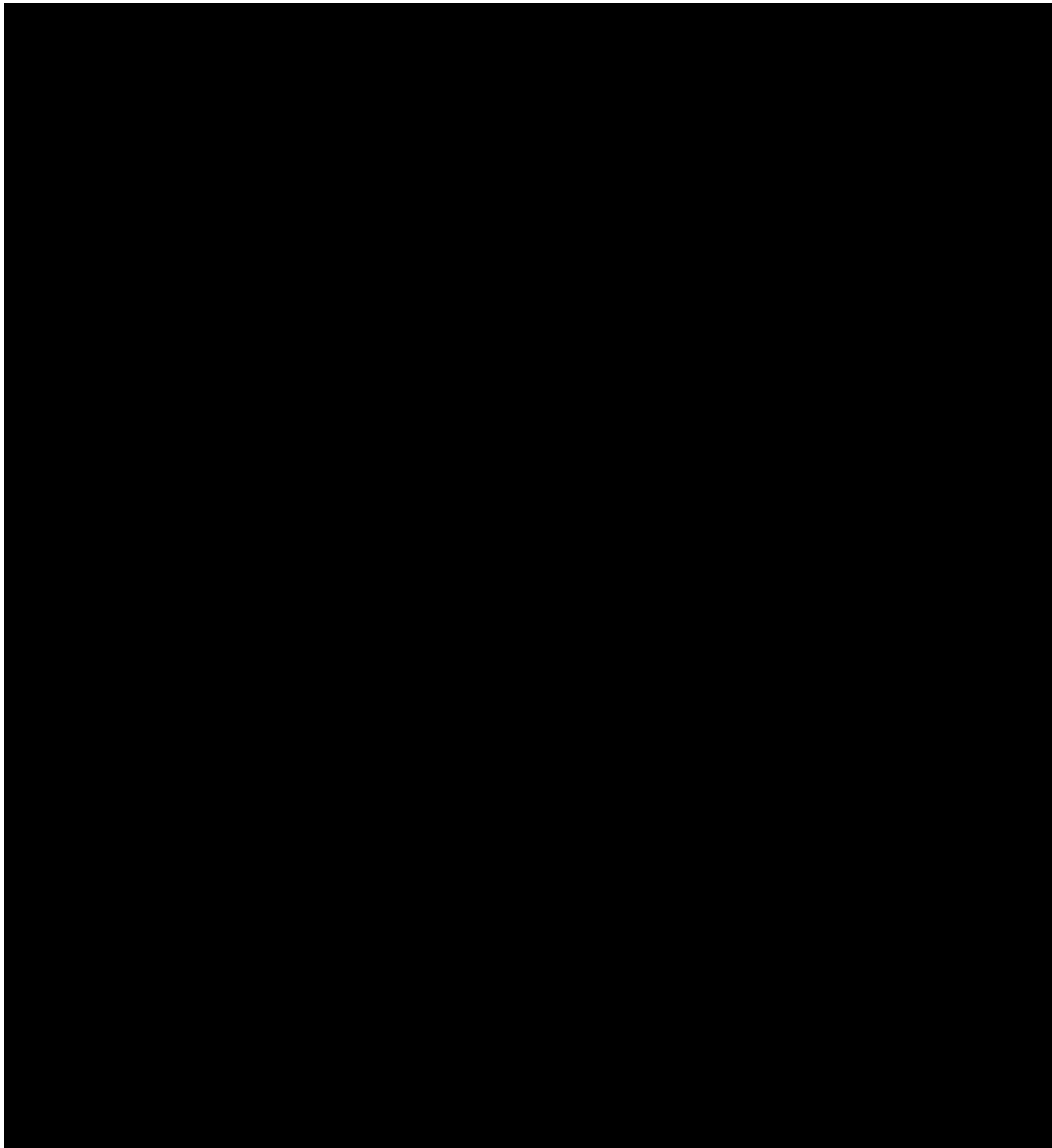


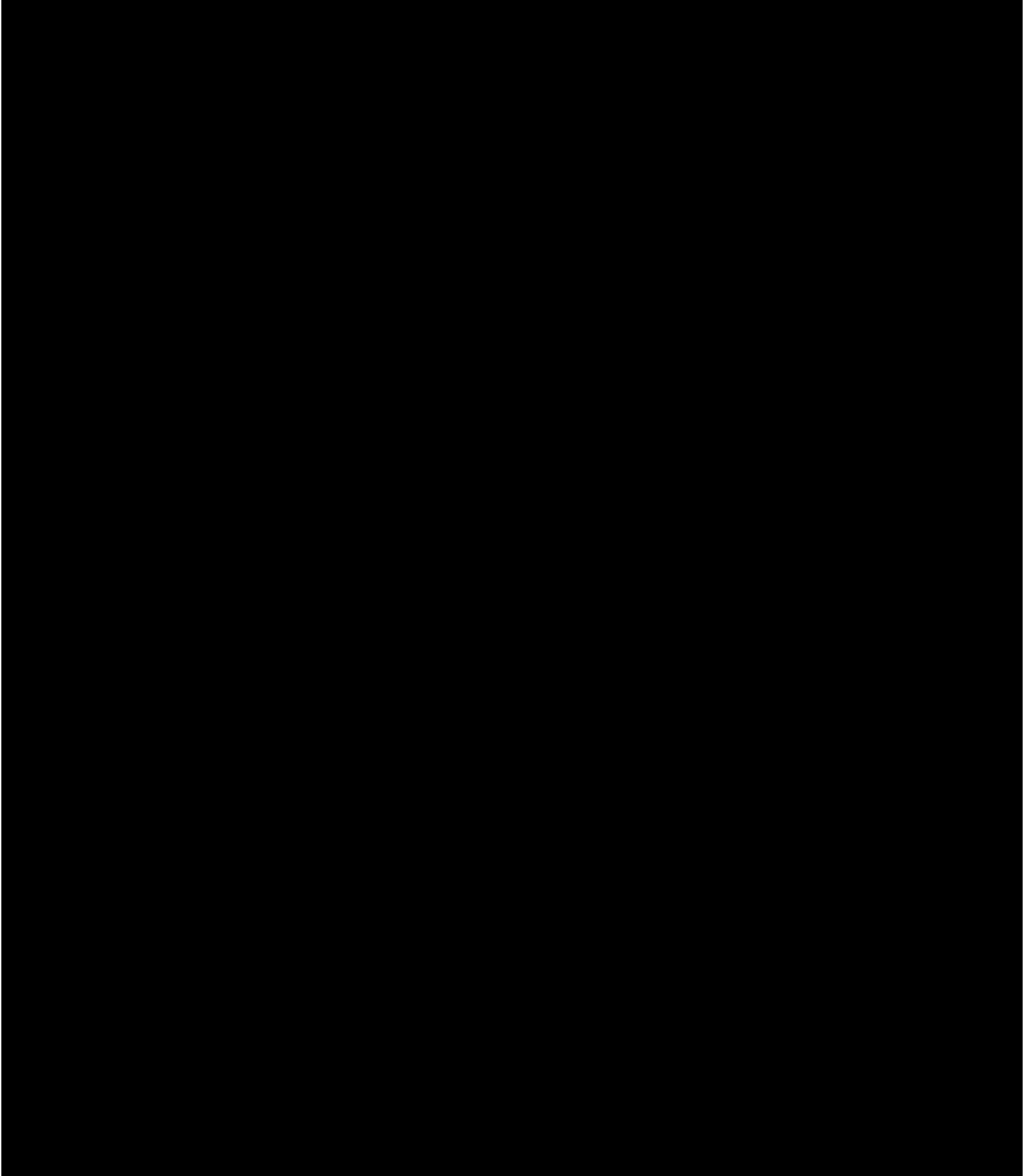


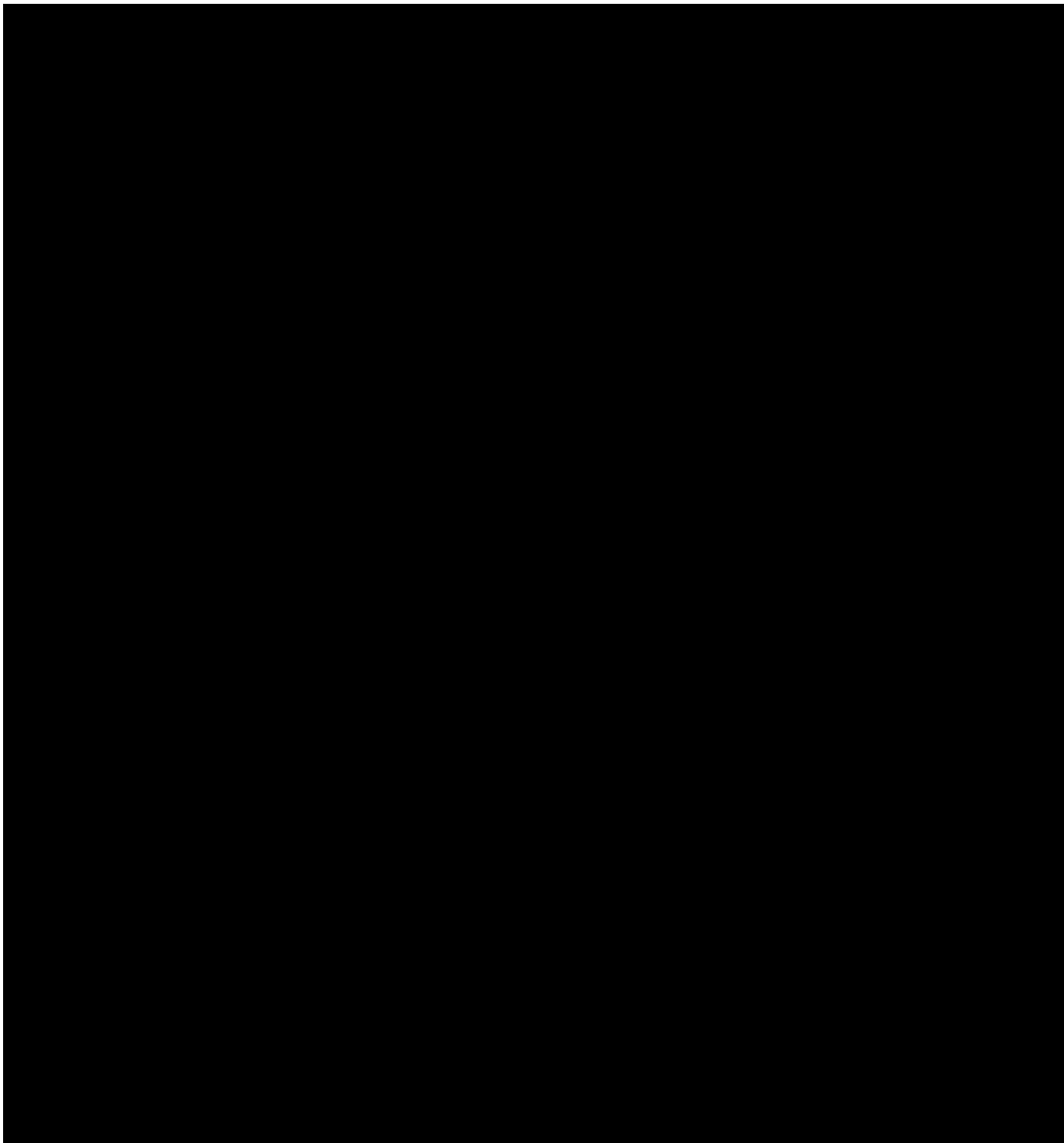


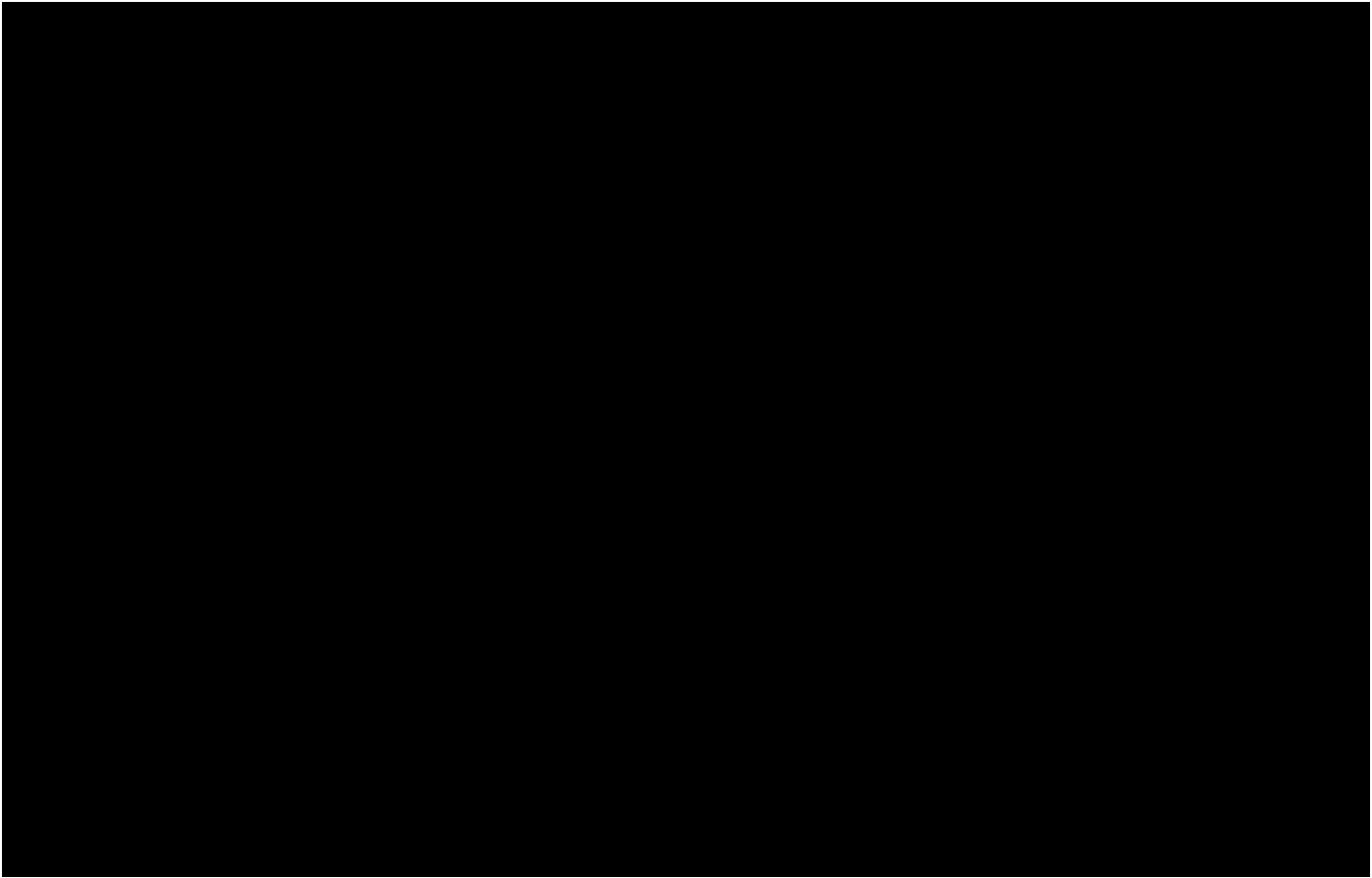


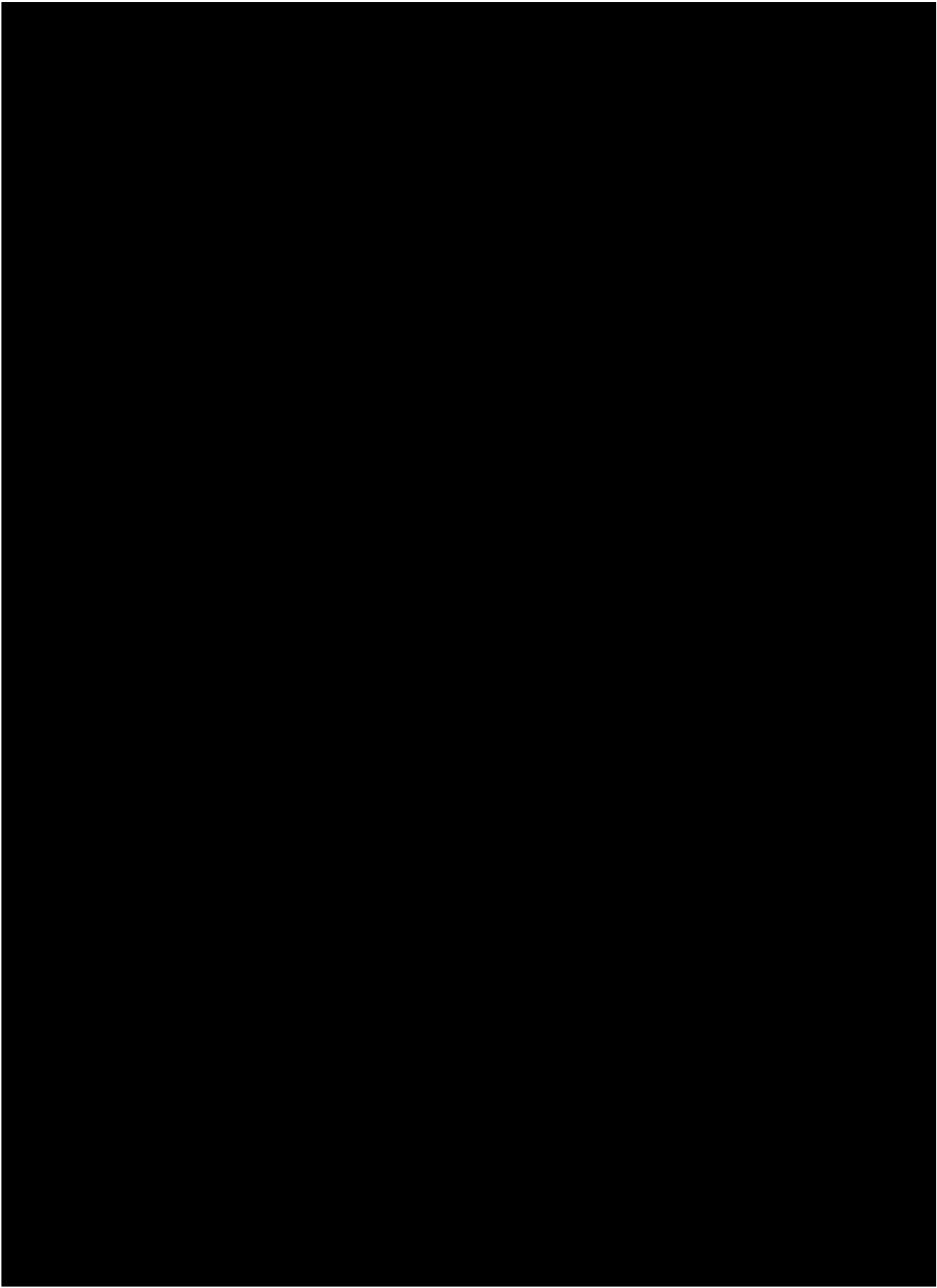


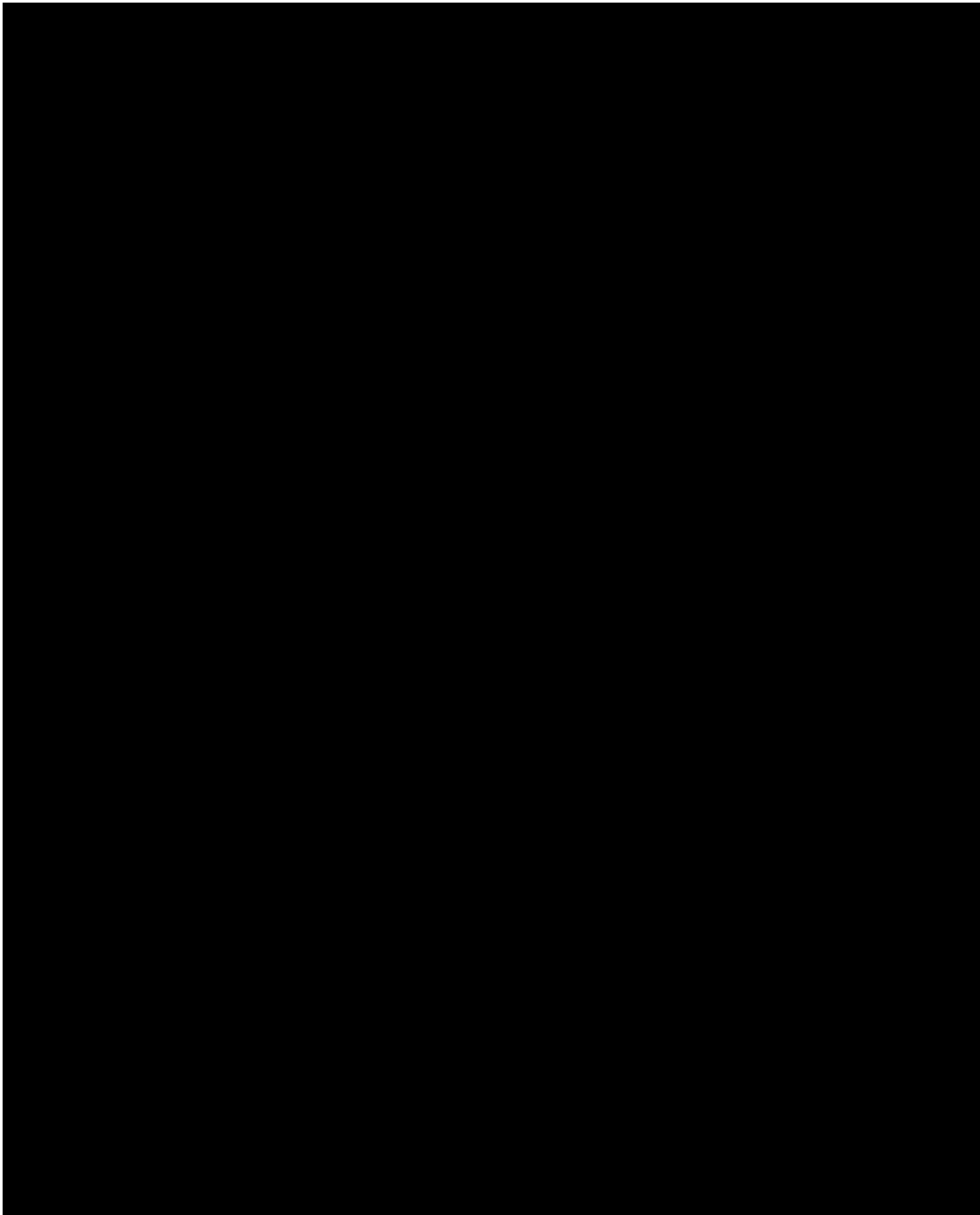


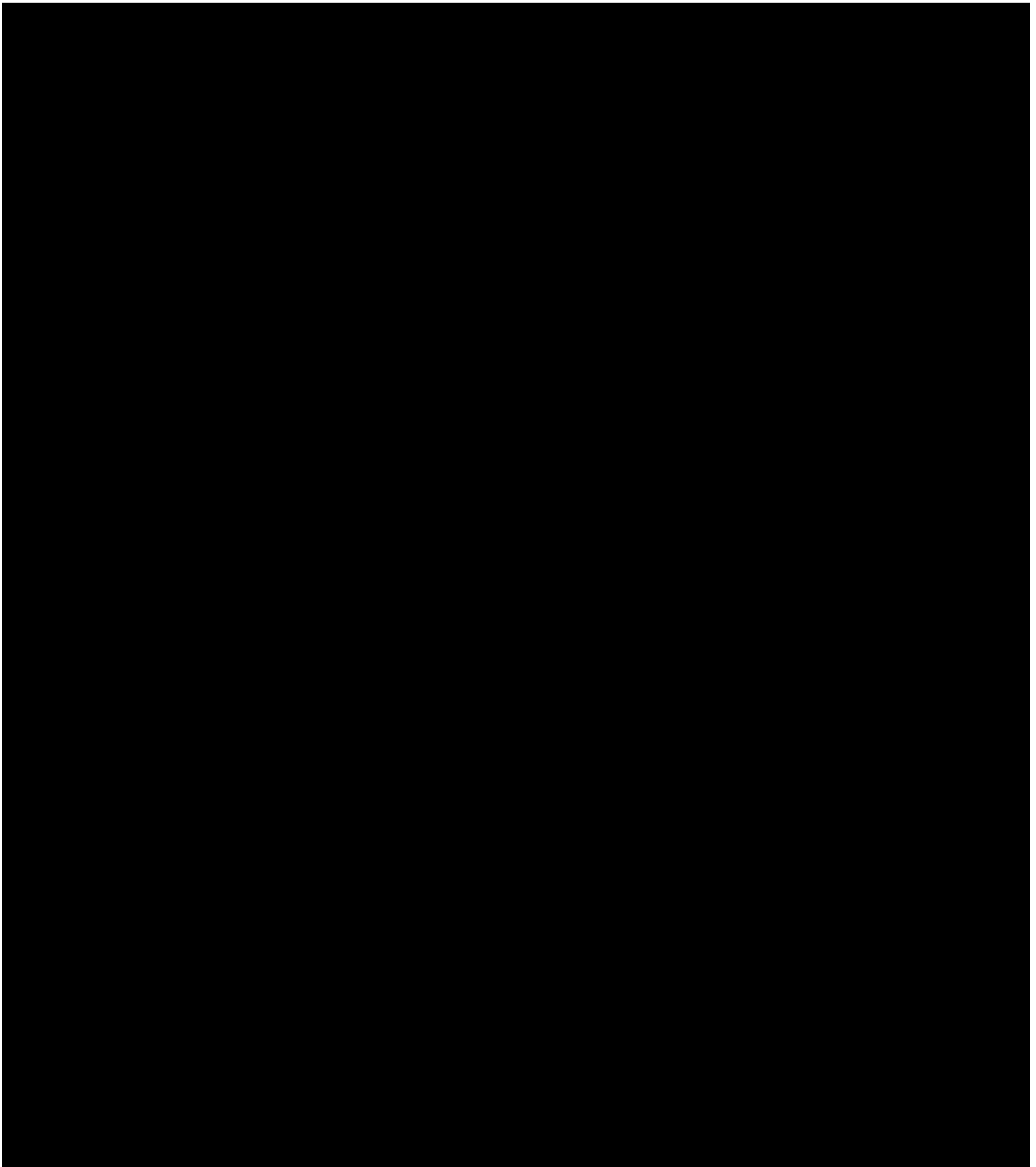




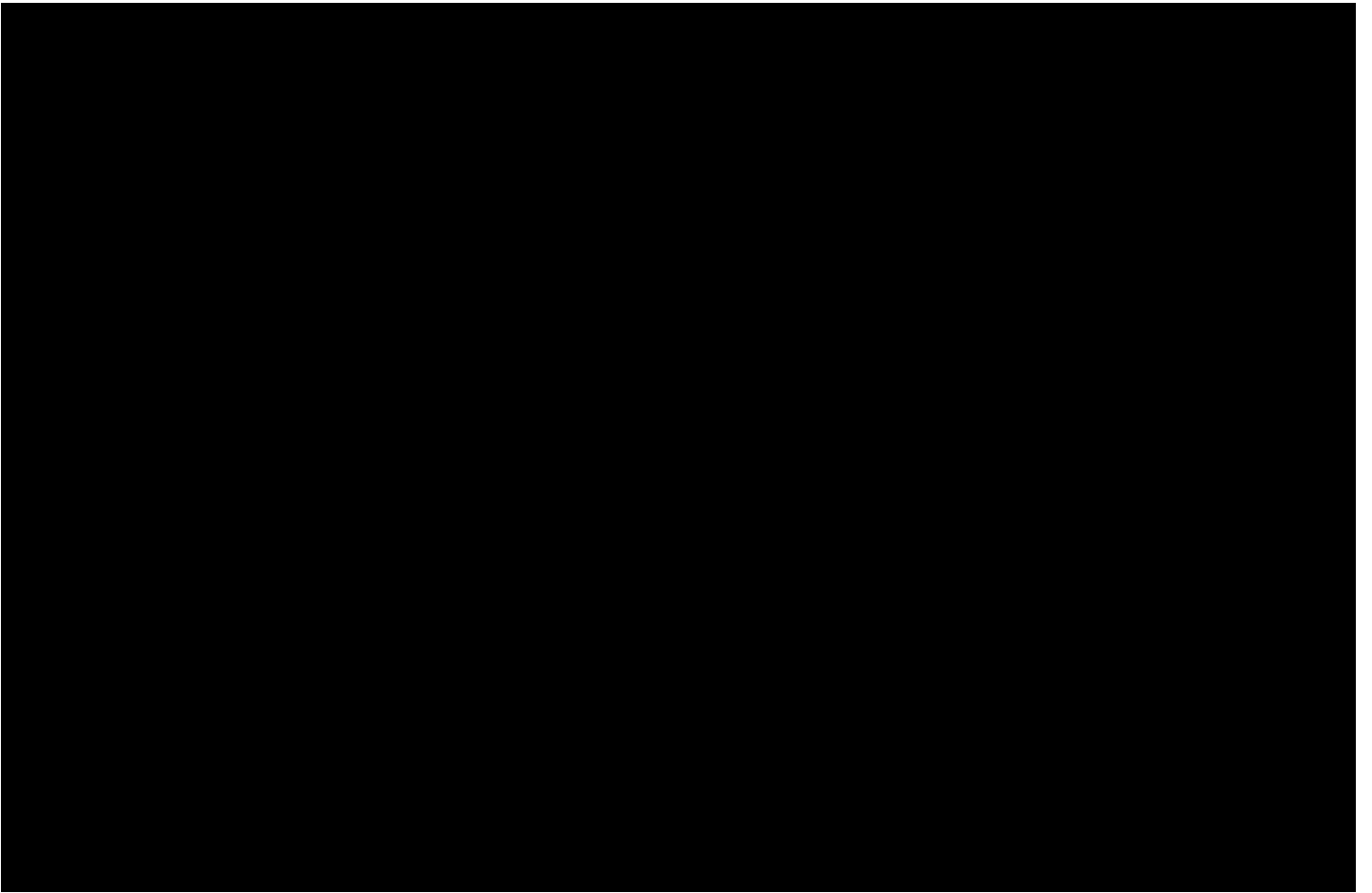




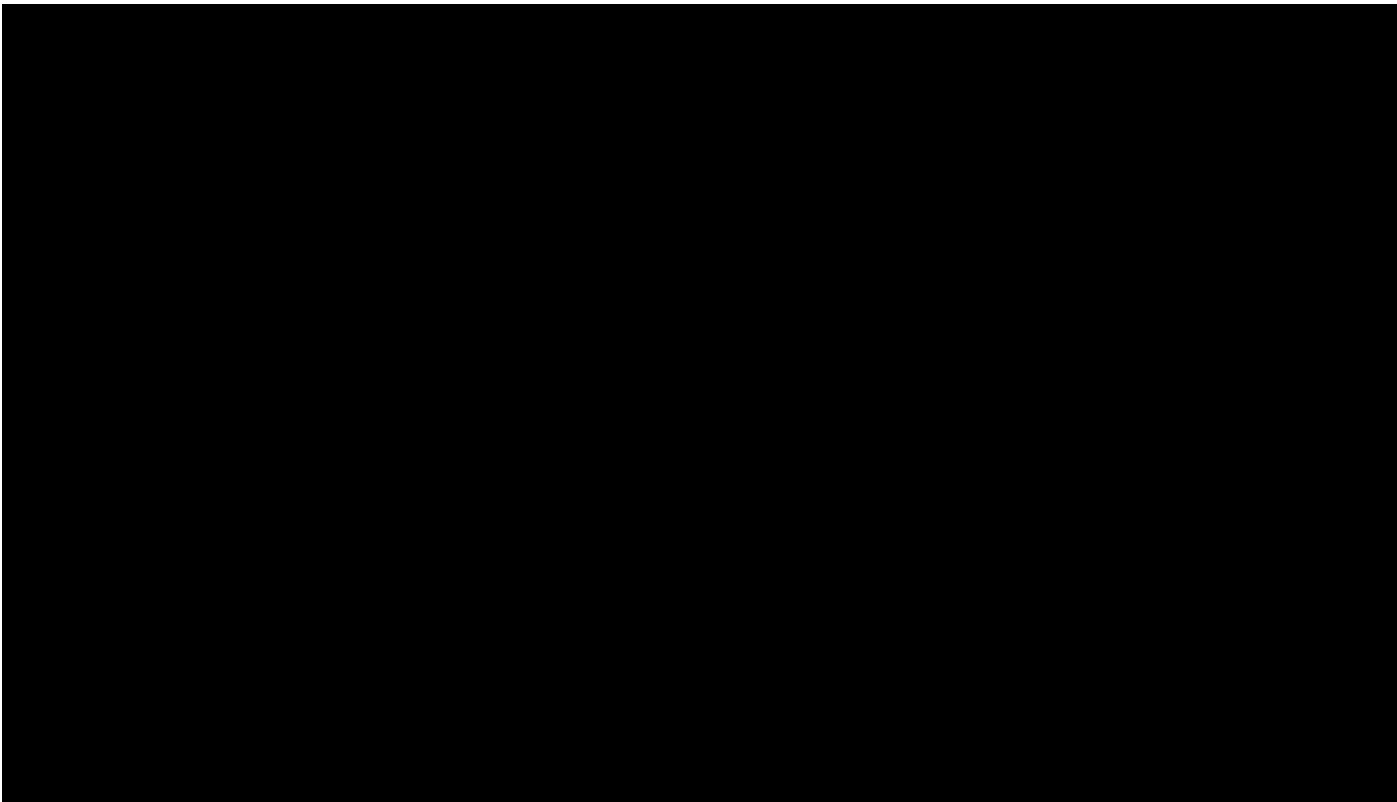




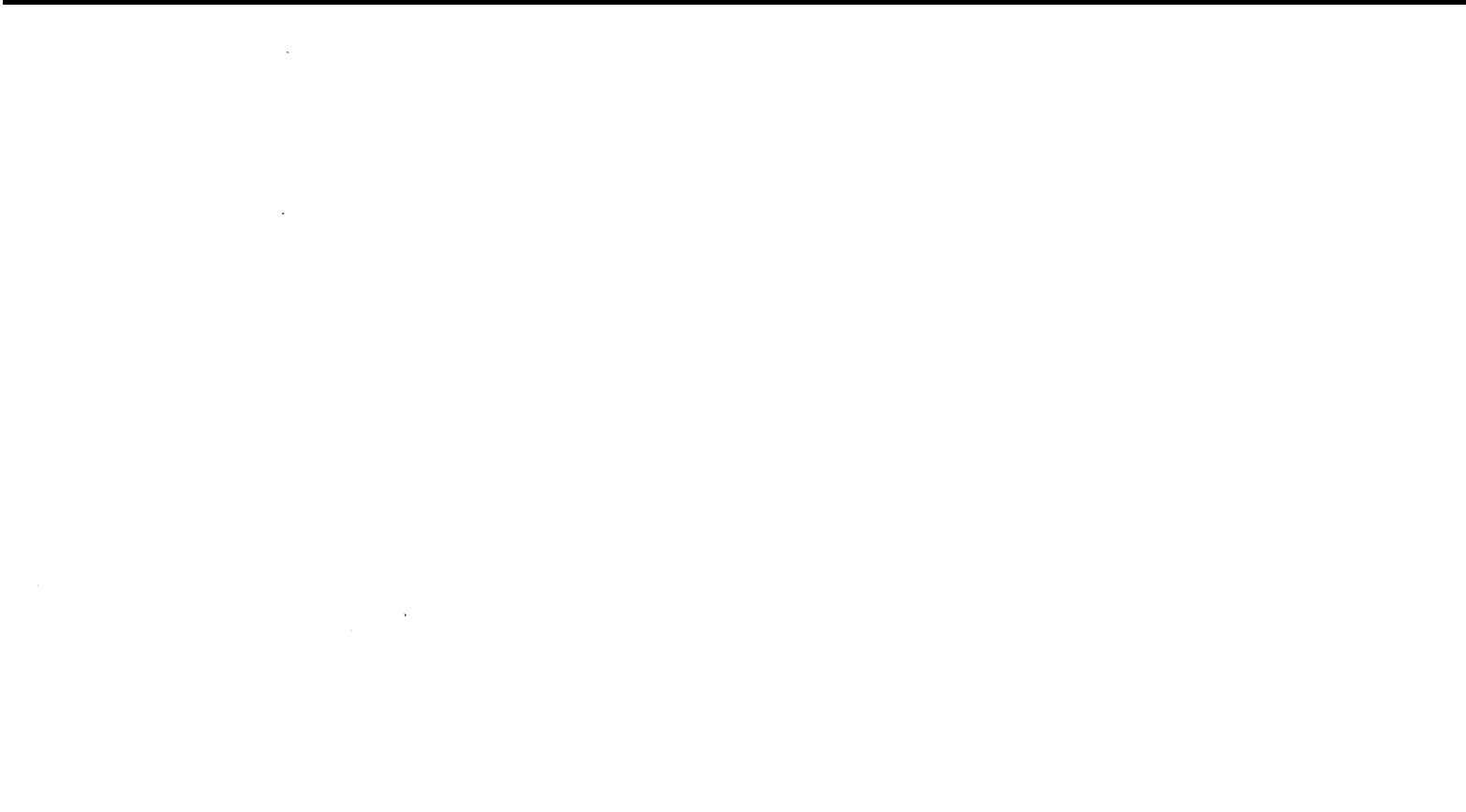
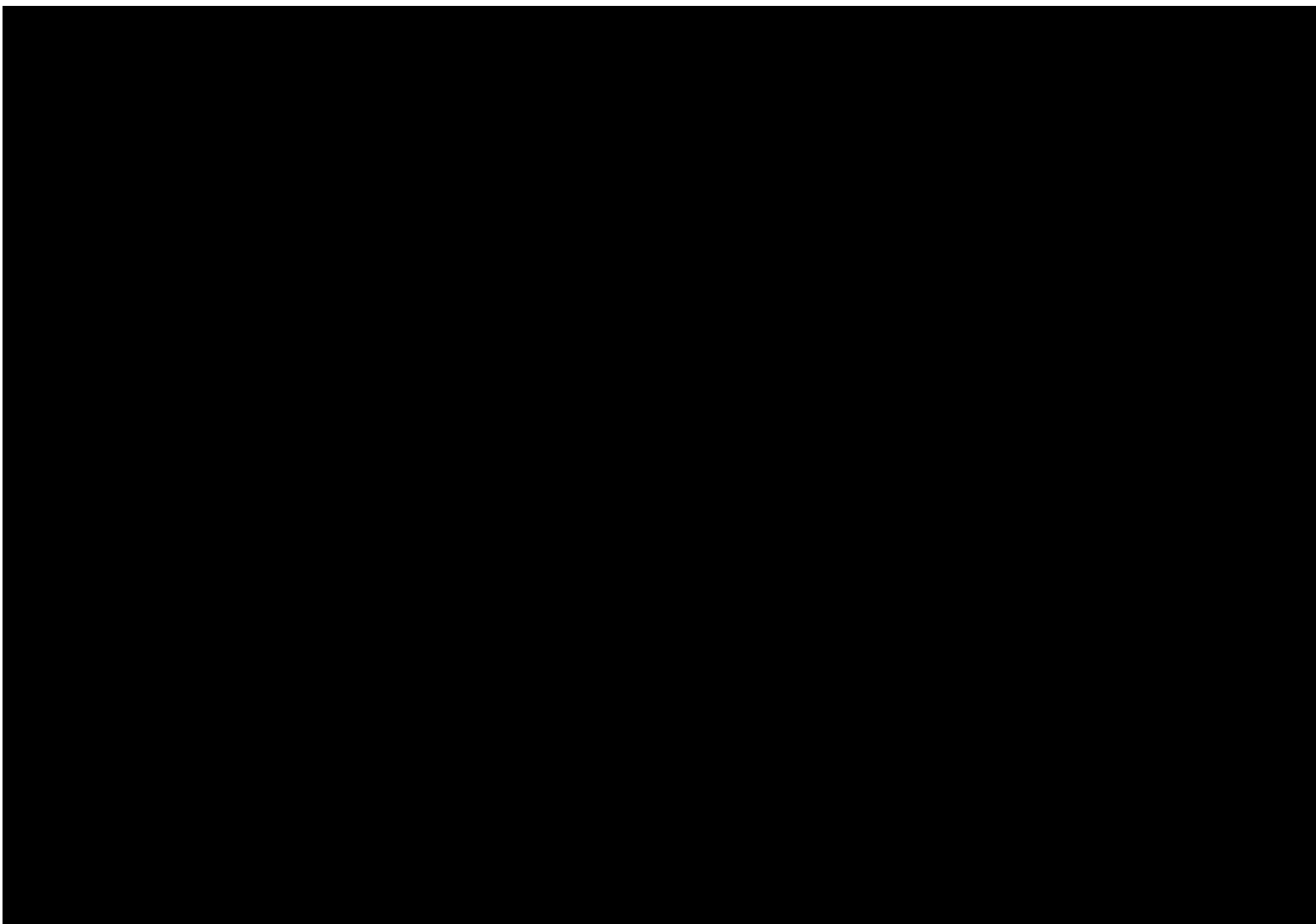










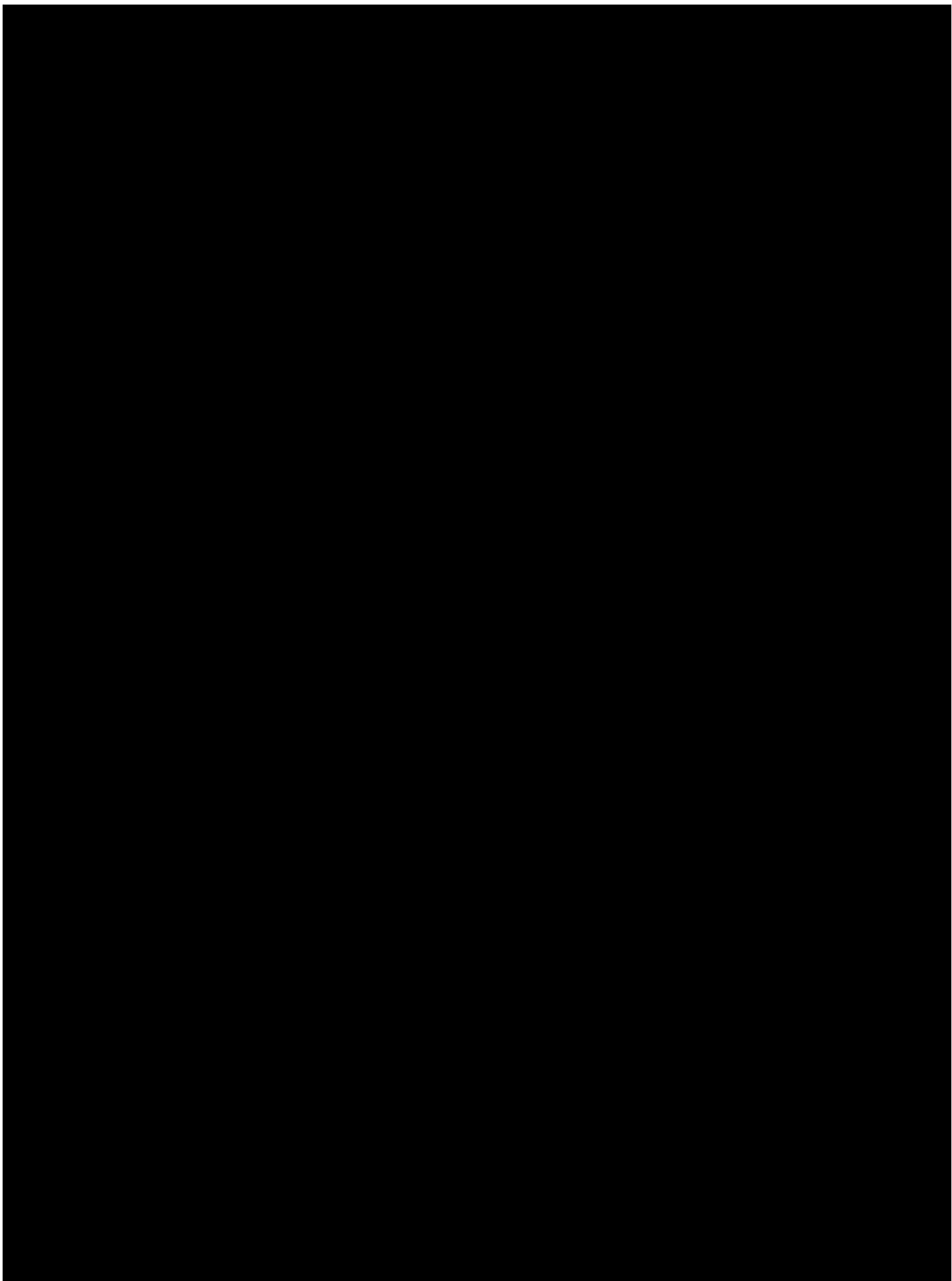


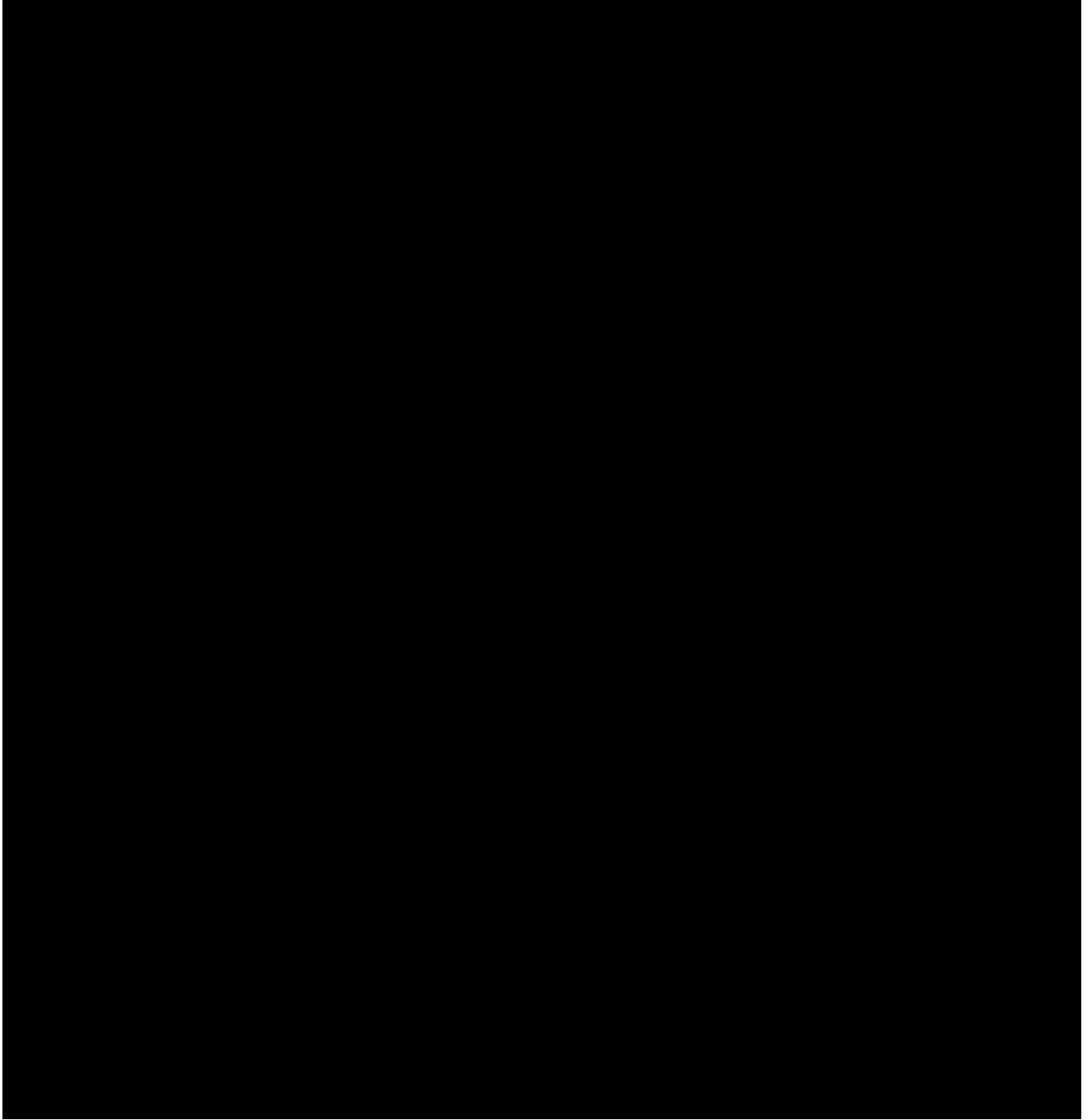
V. XII. Cleaning and Maintenance

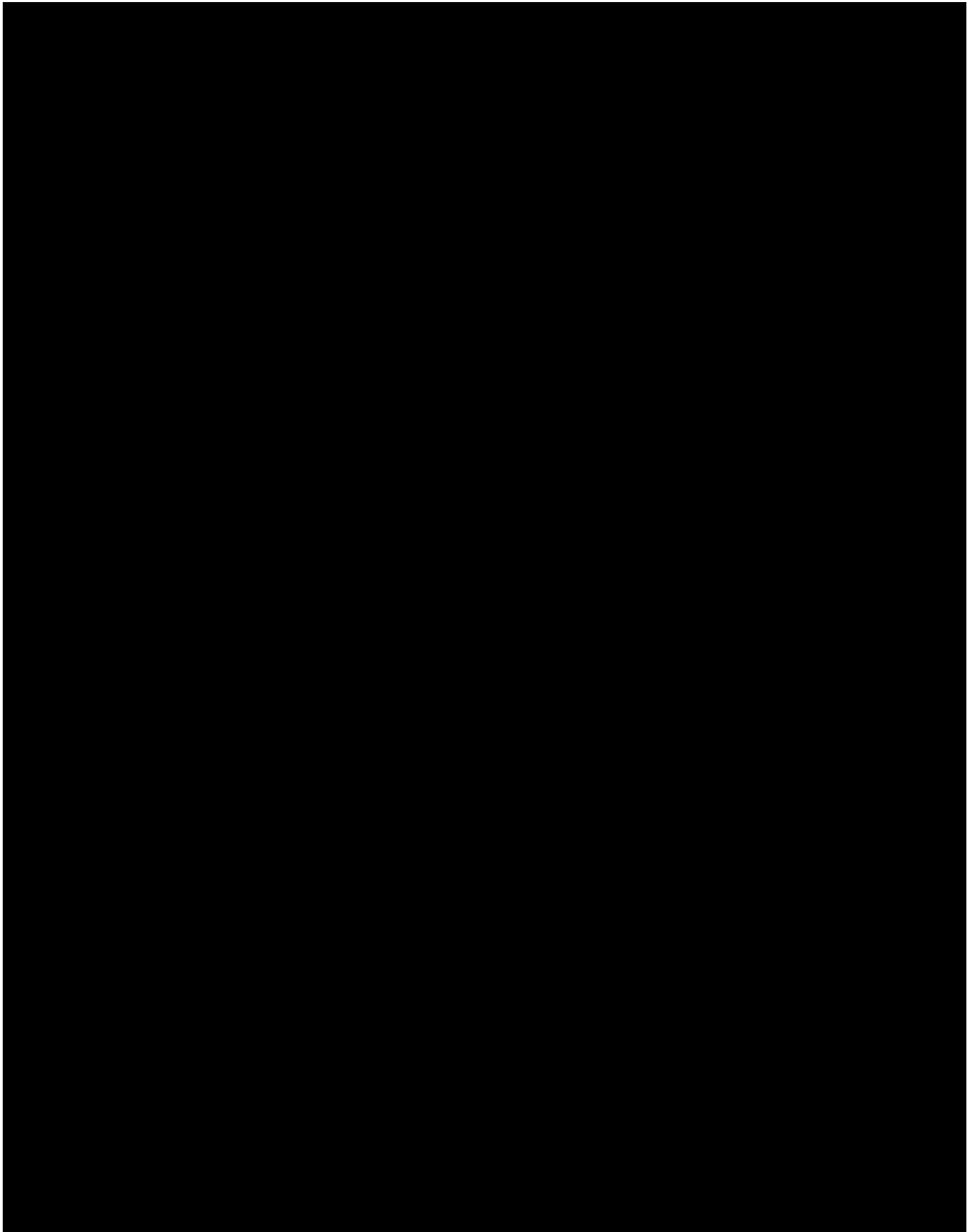
Contacts: Cleaning and Maintenance

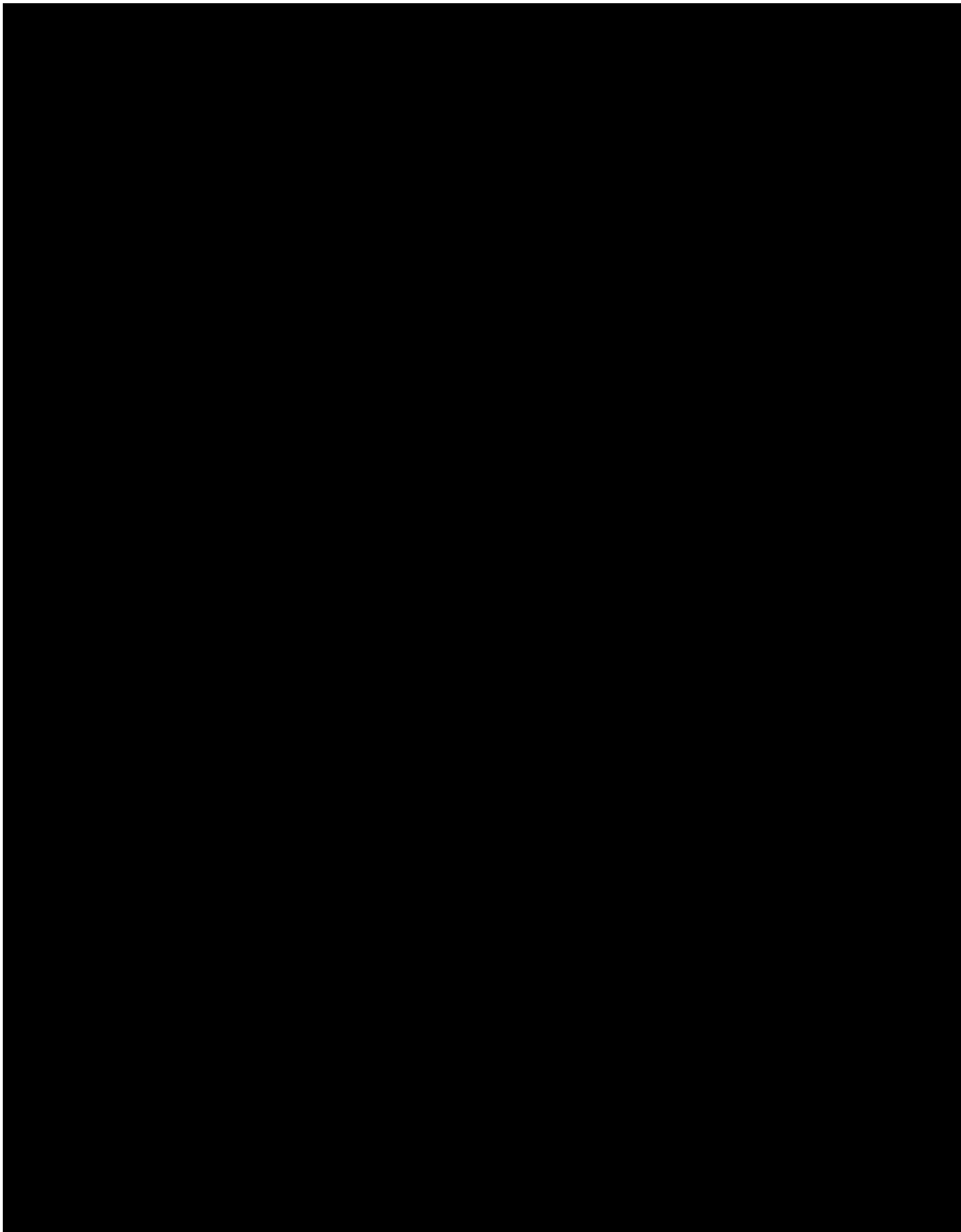
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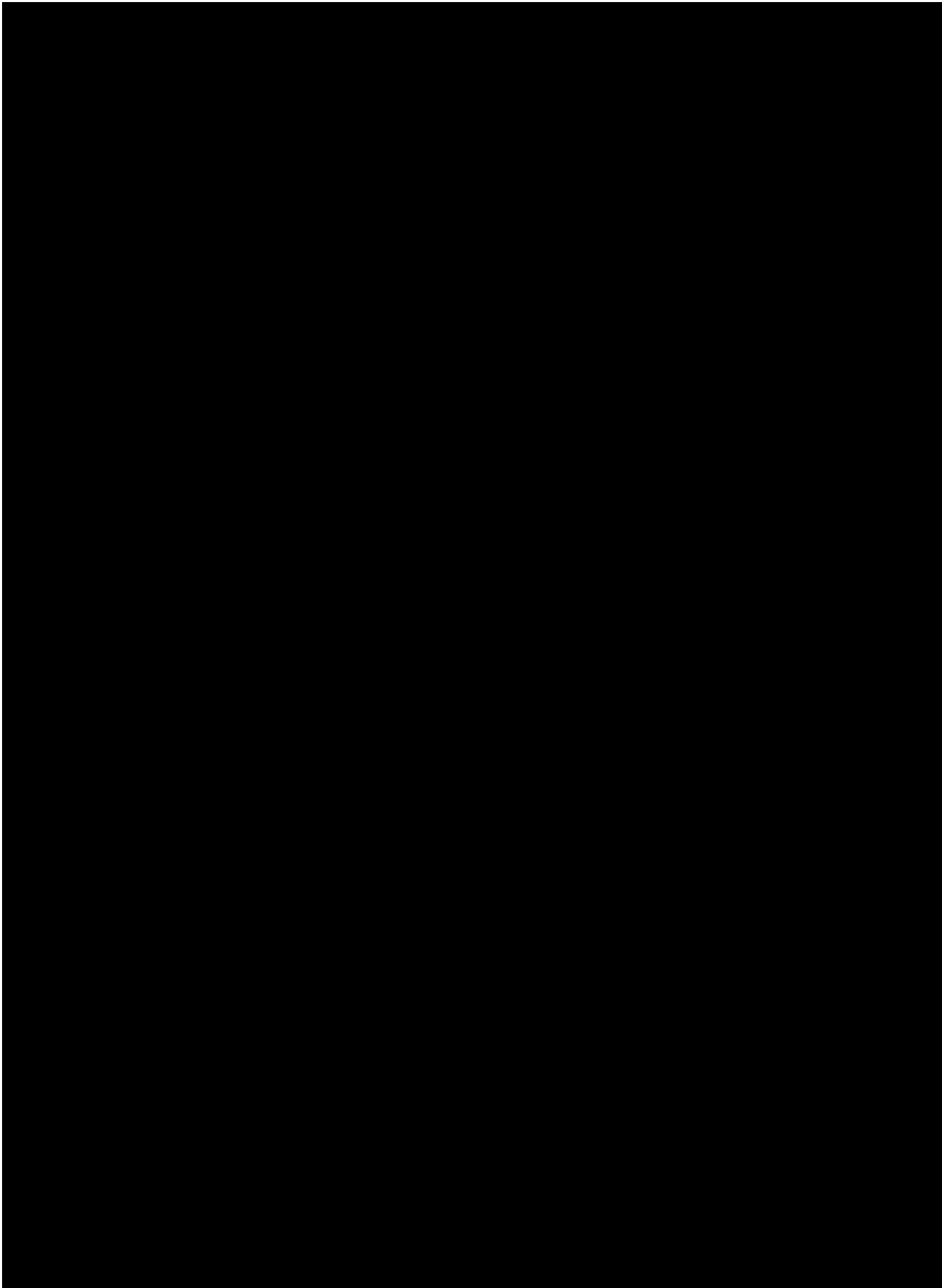
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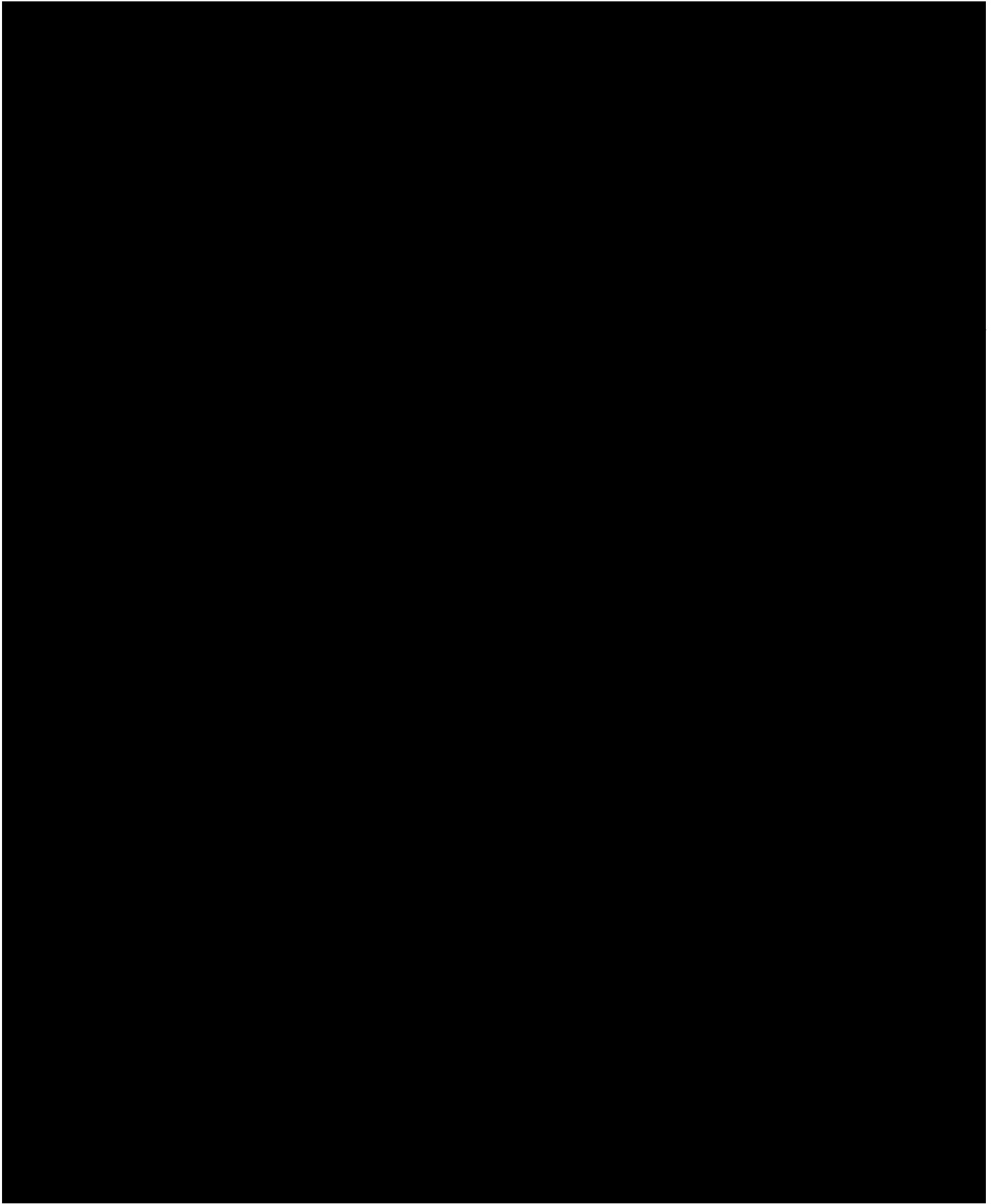


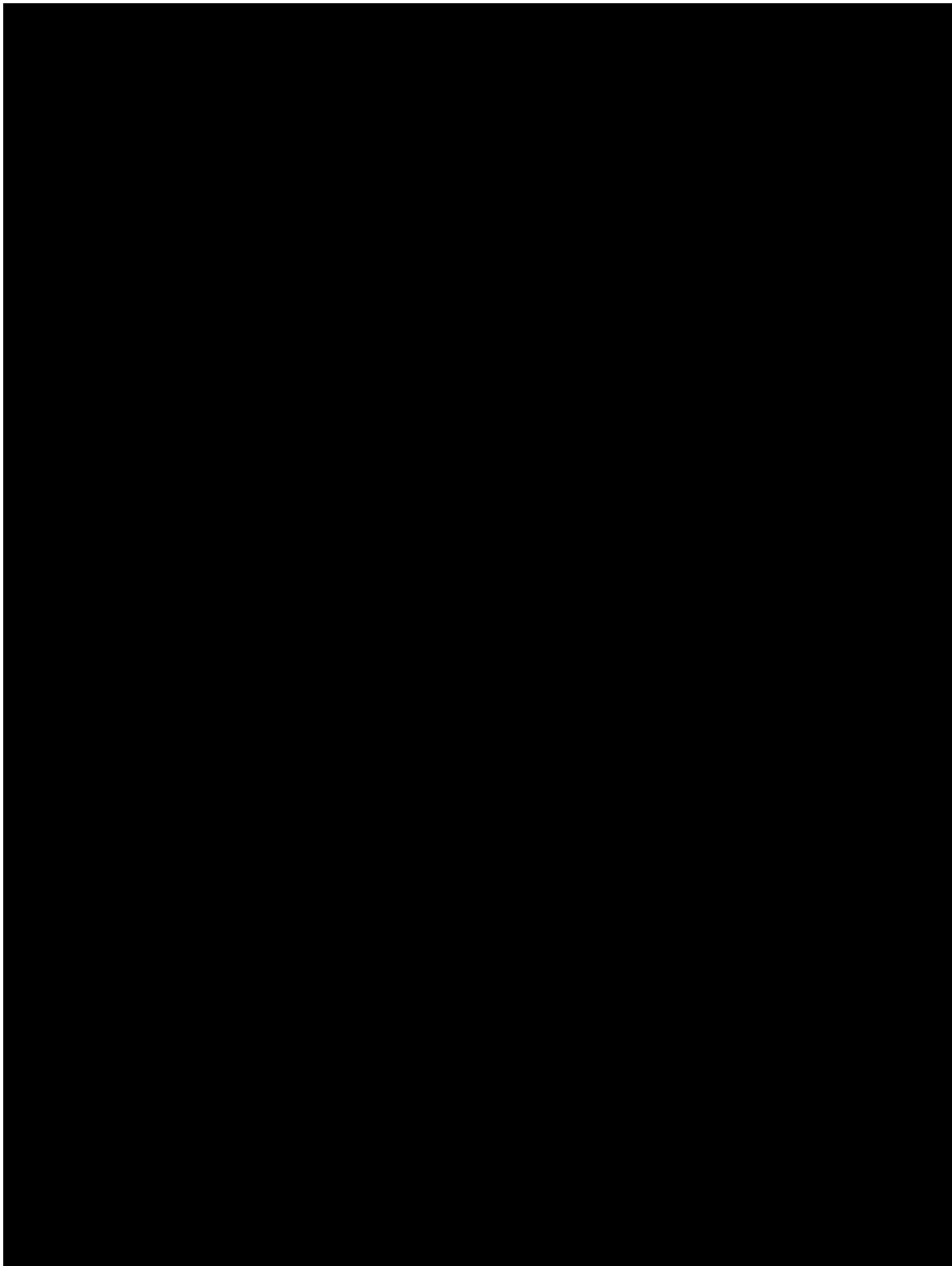


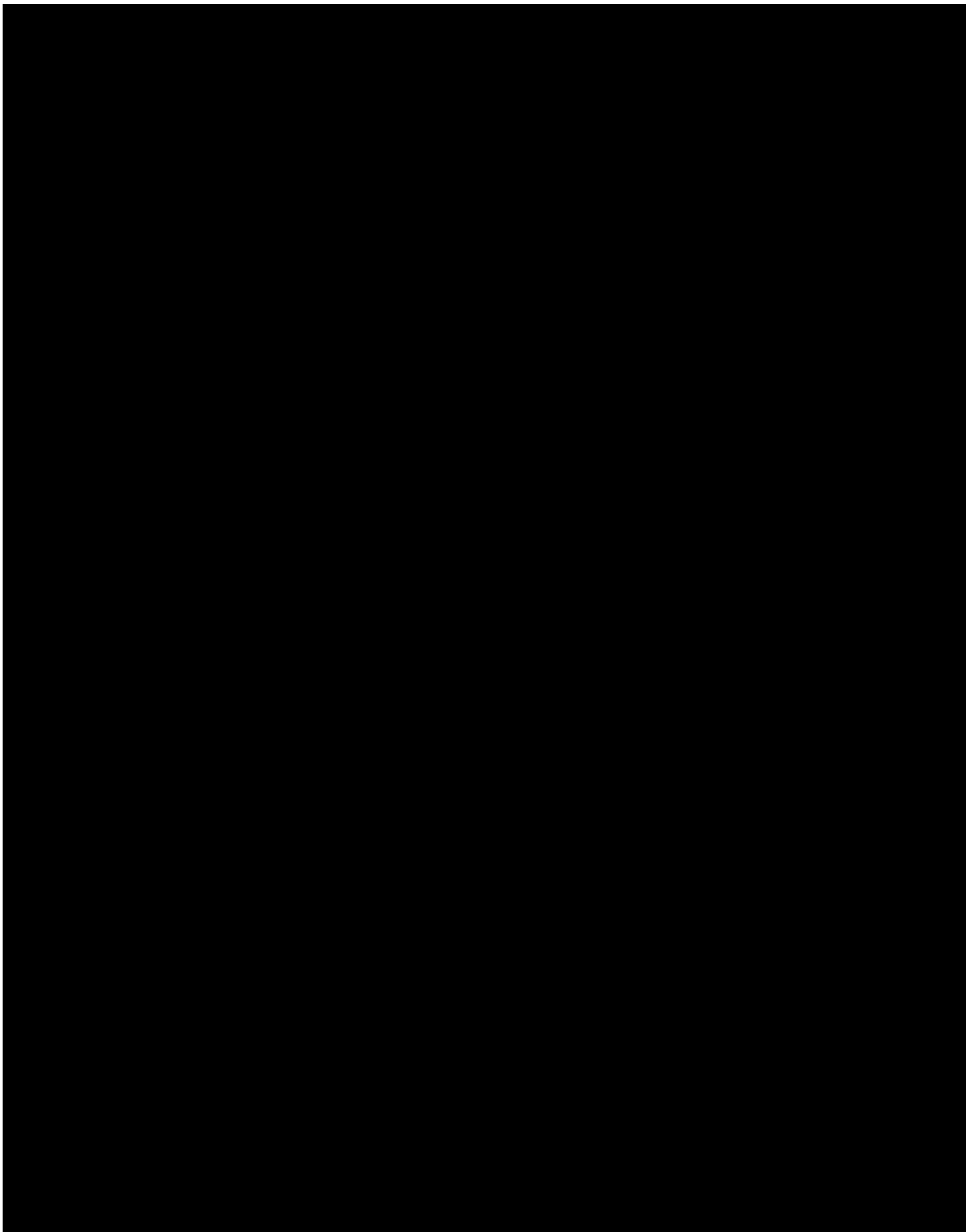


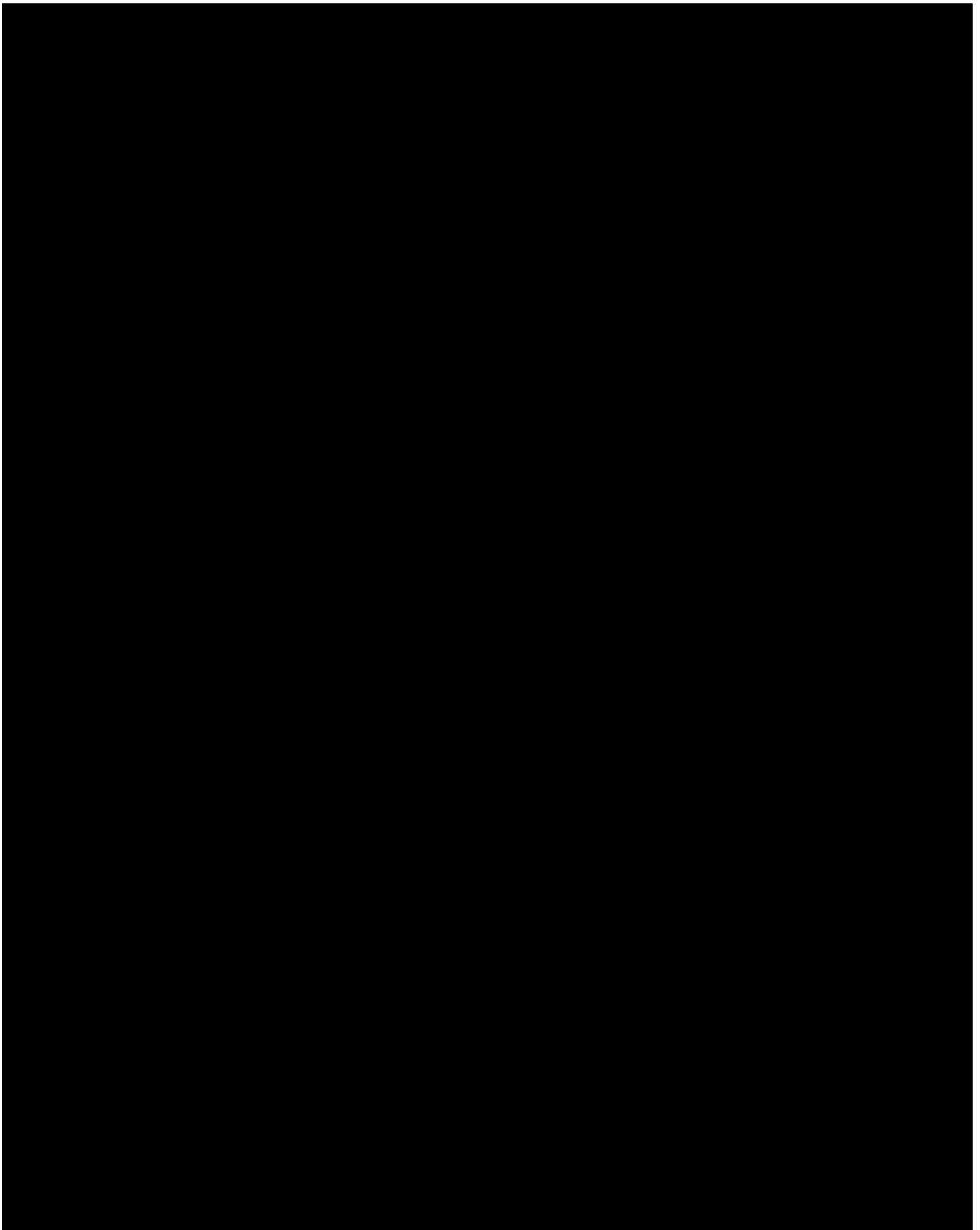


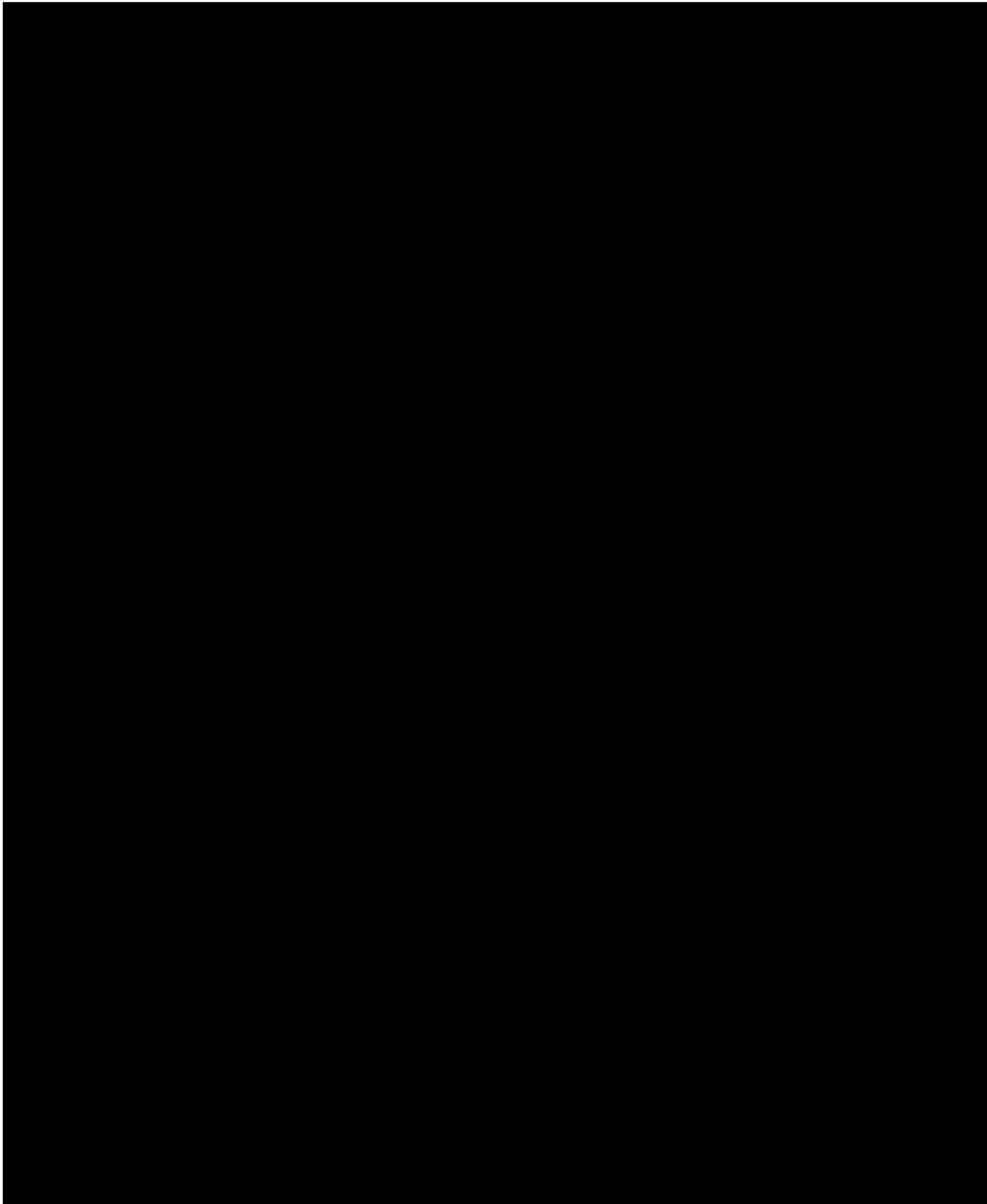




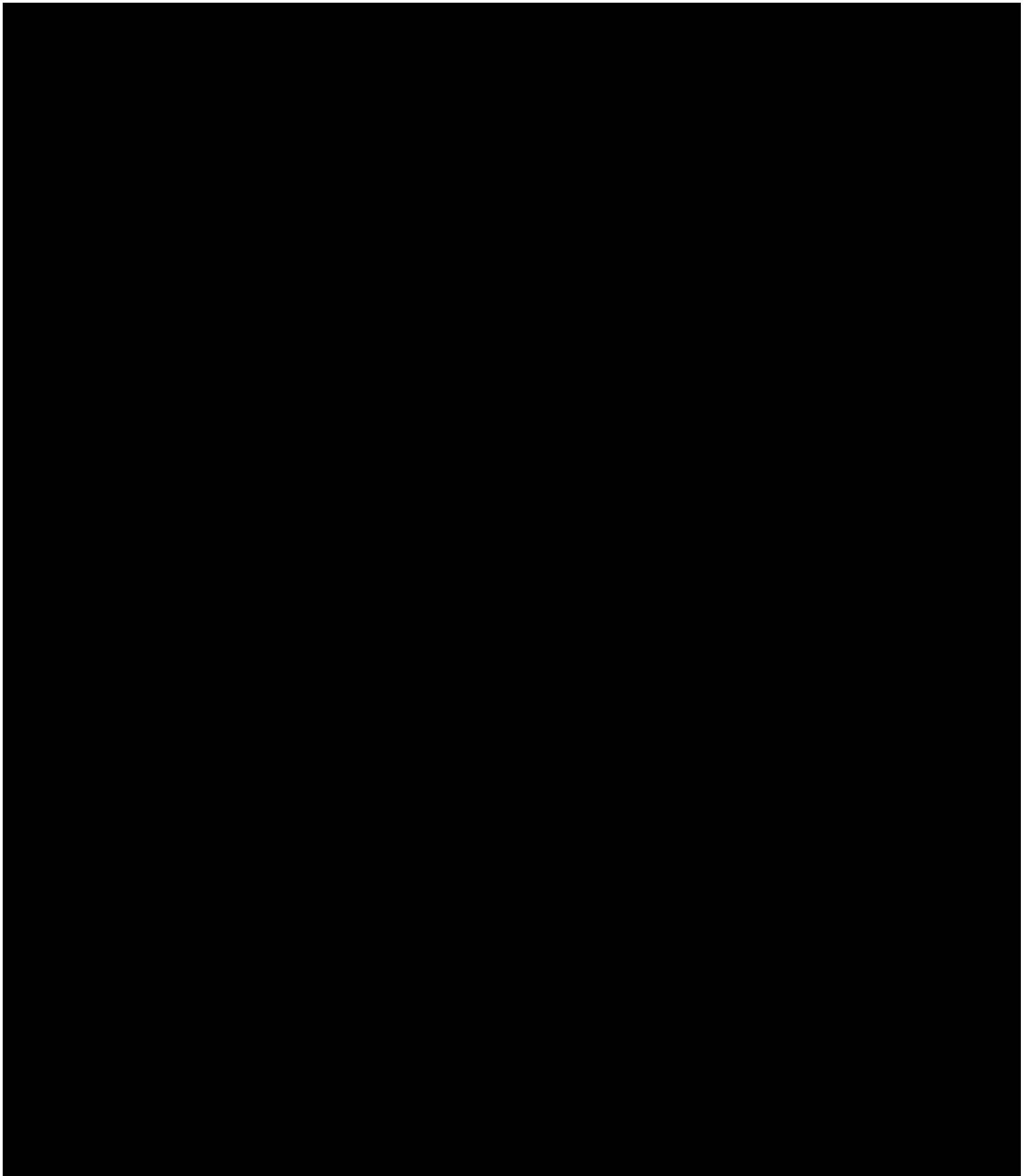


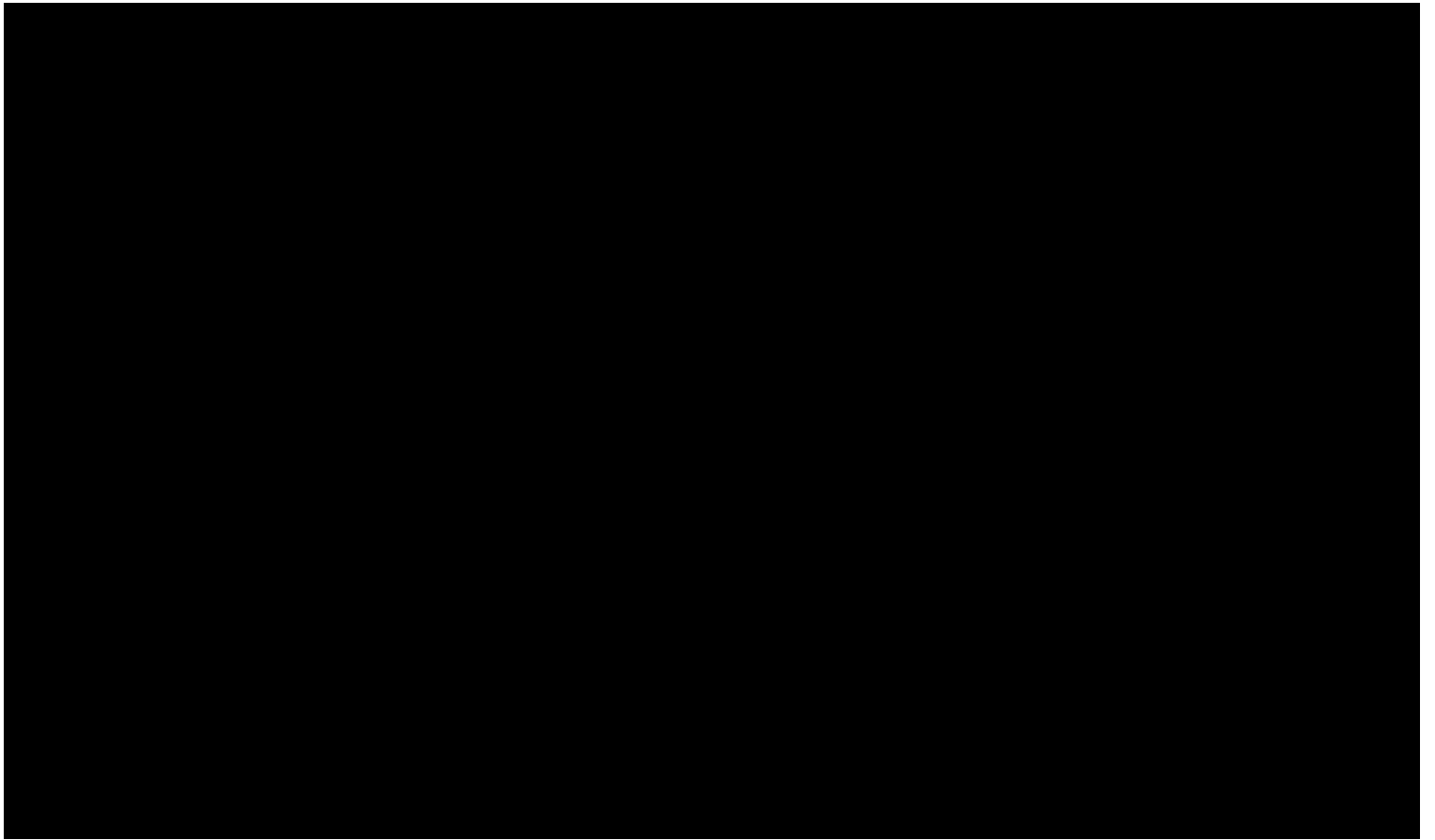




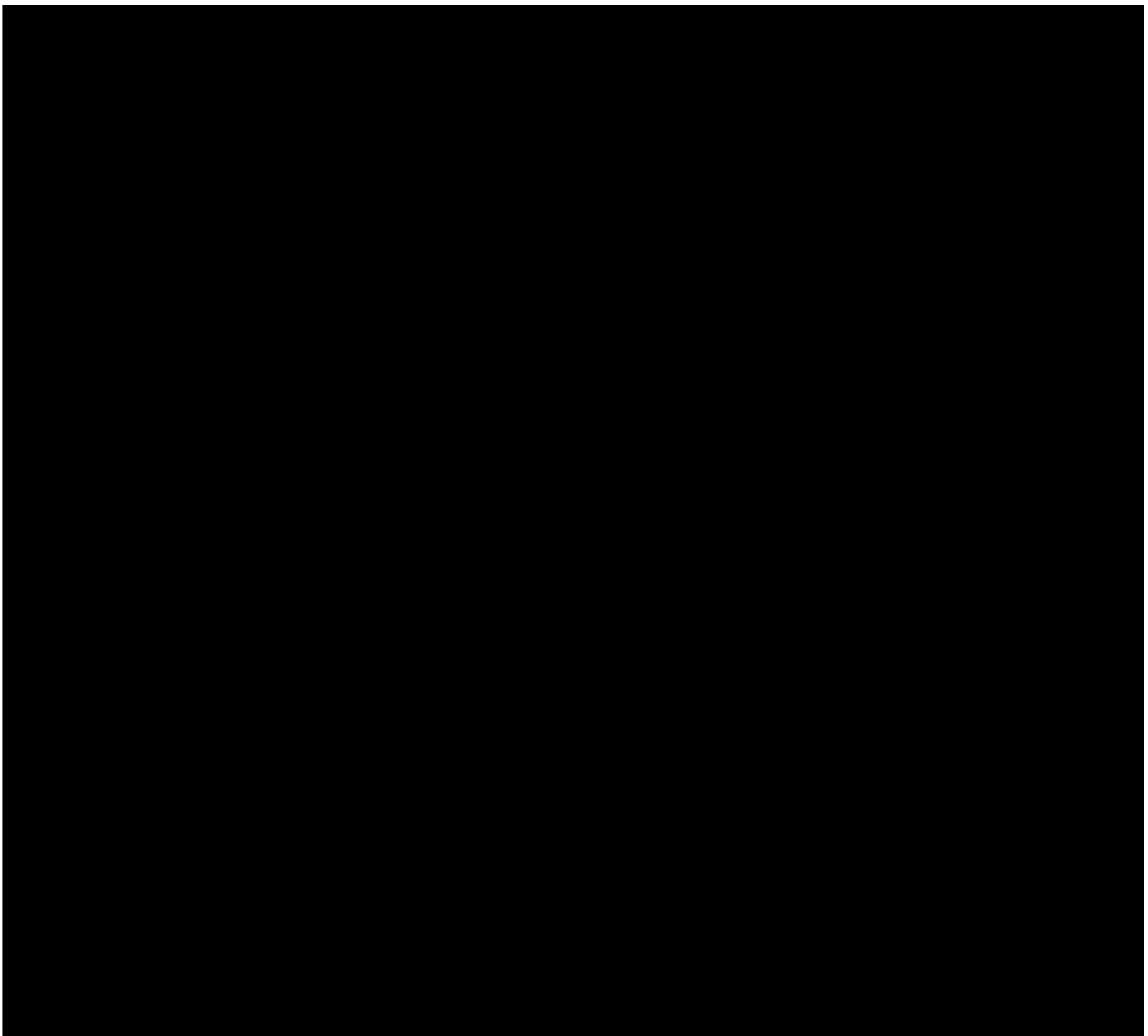


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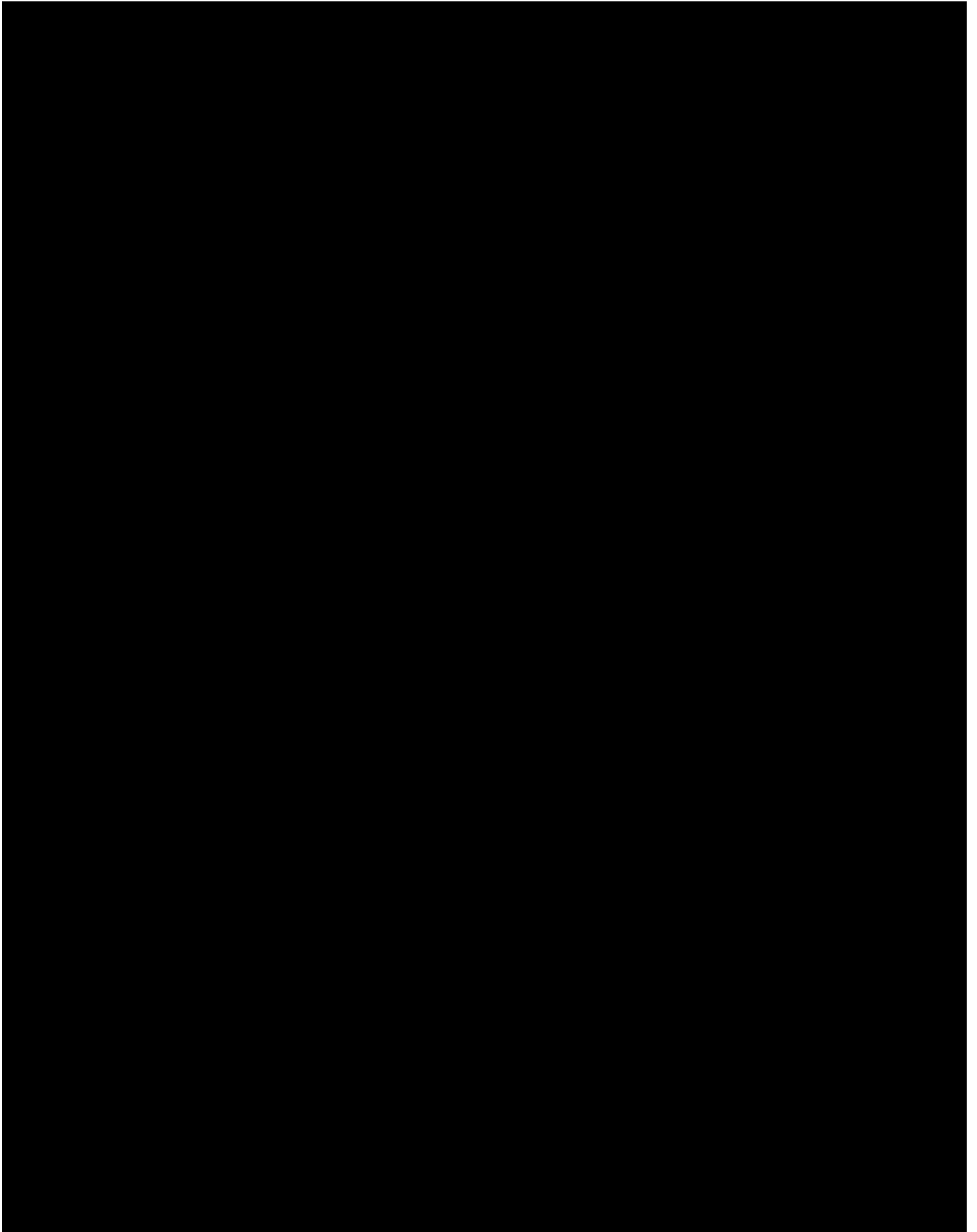


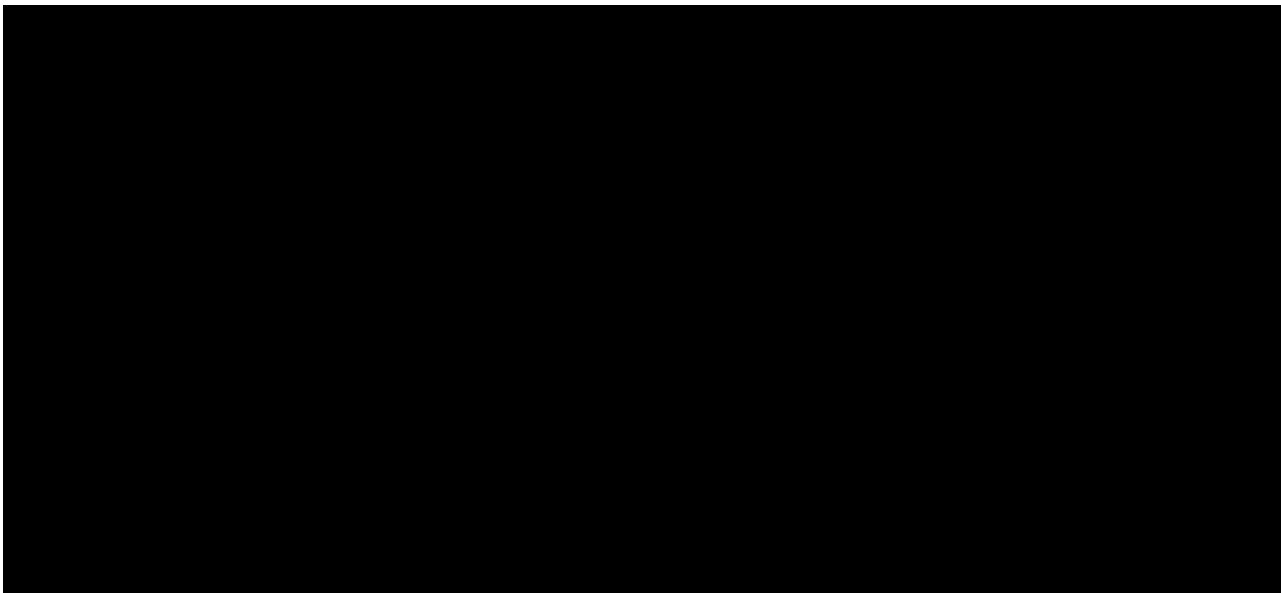


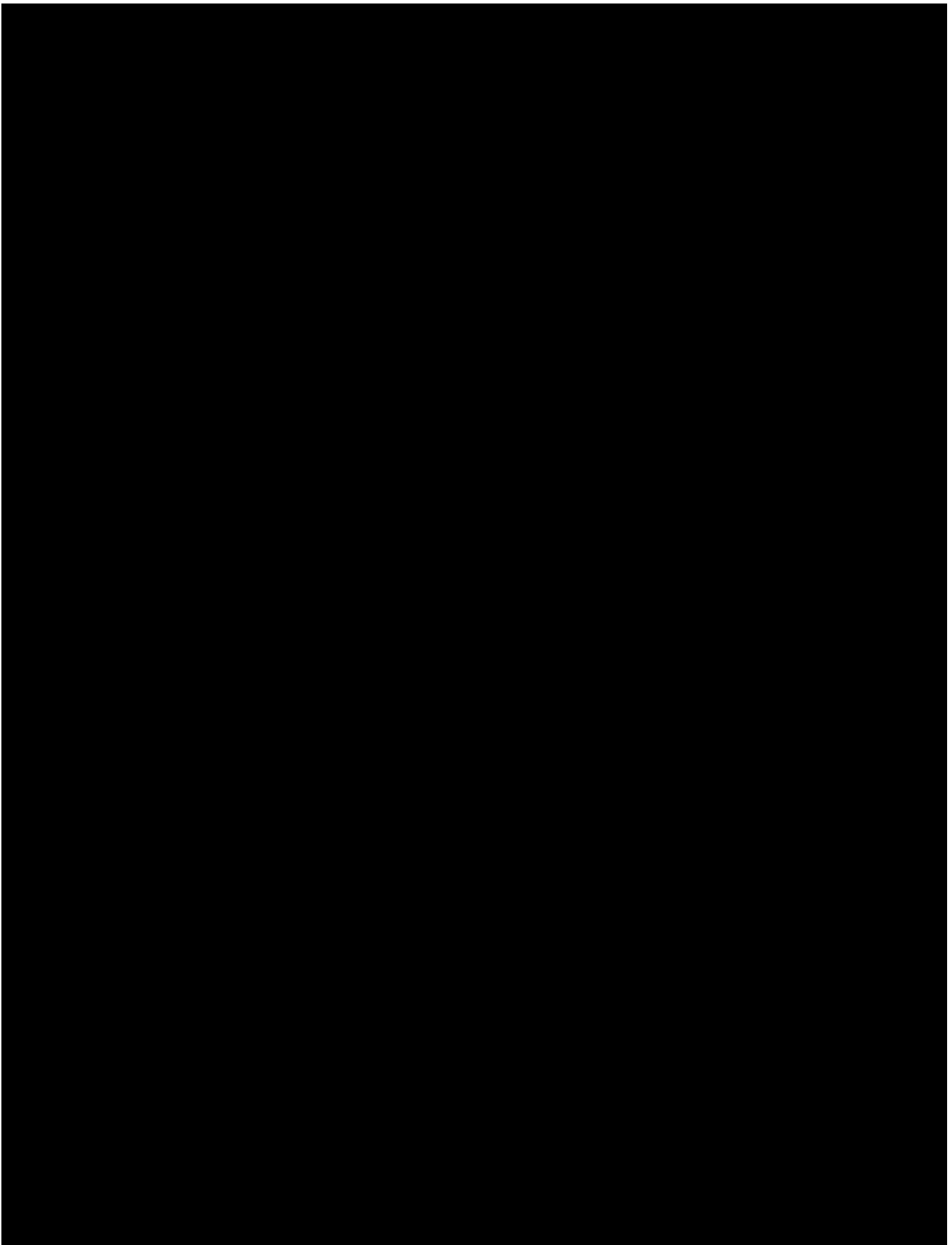


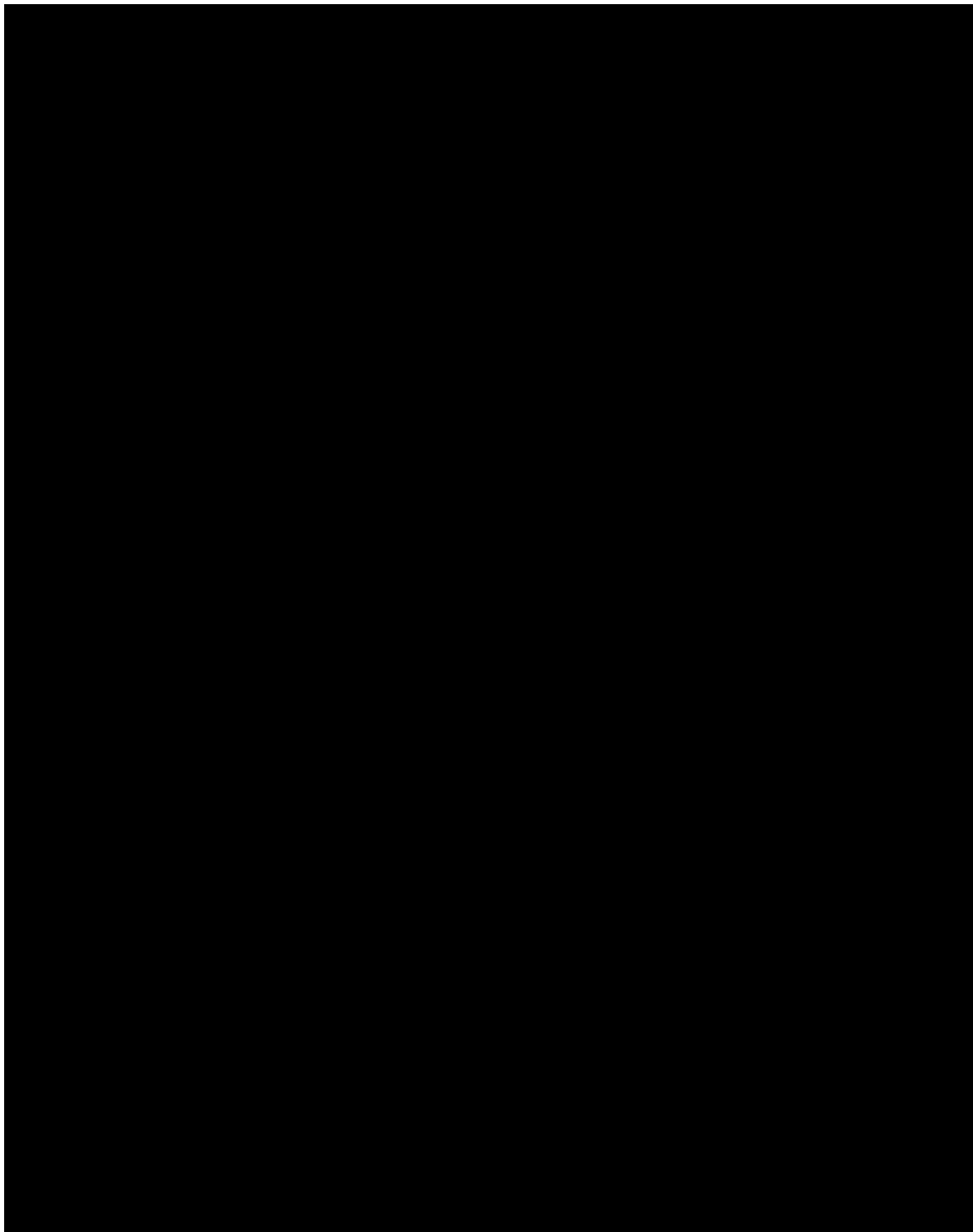




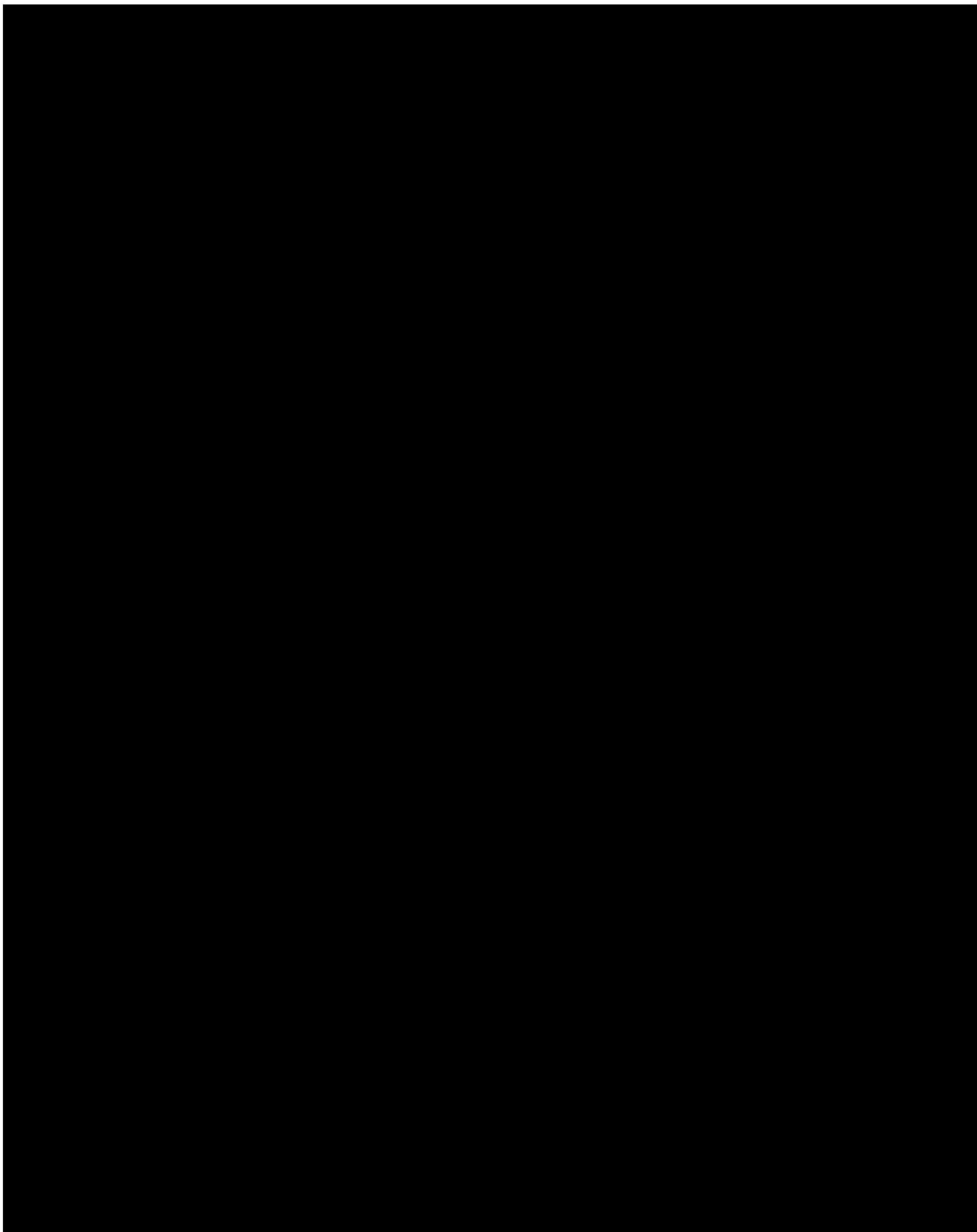


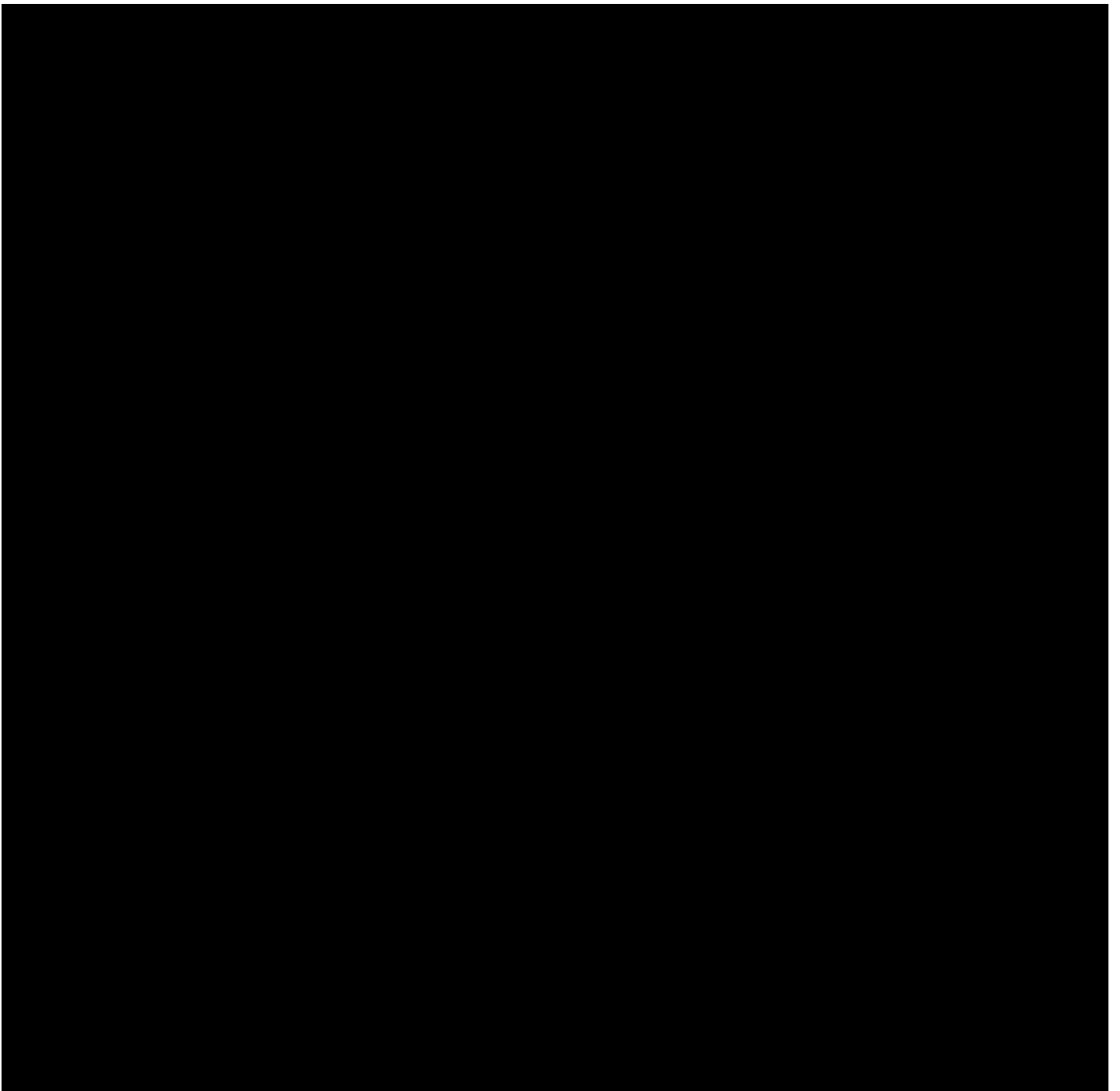


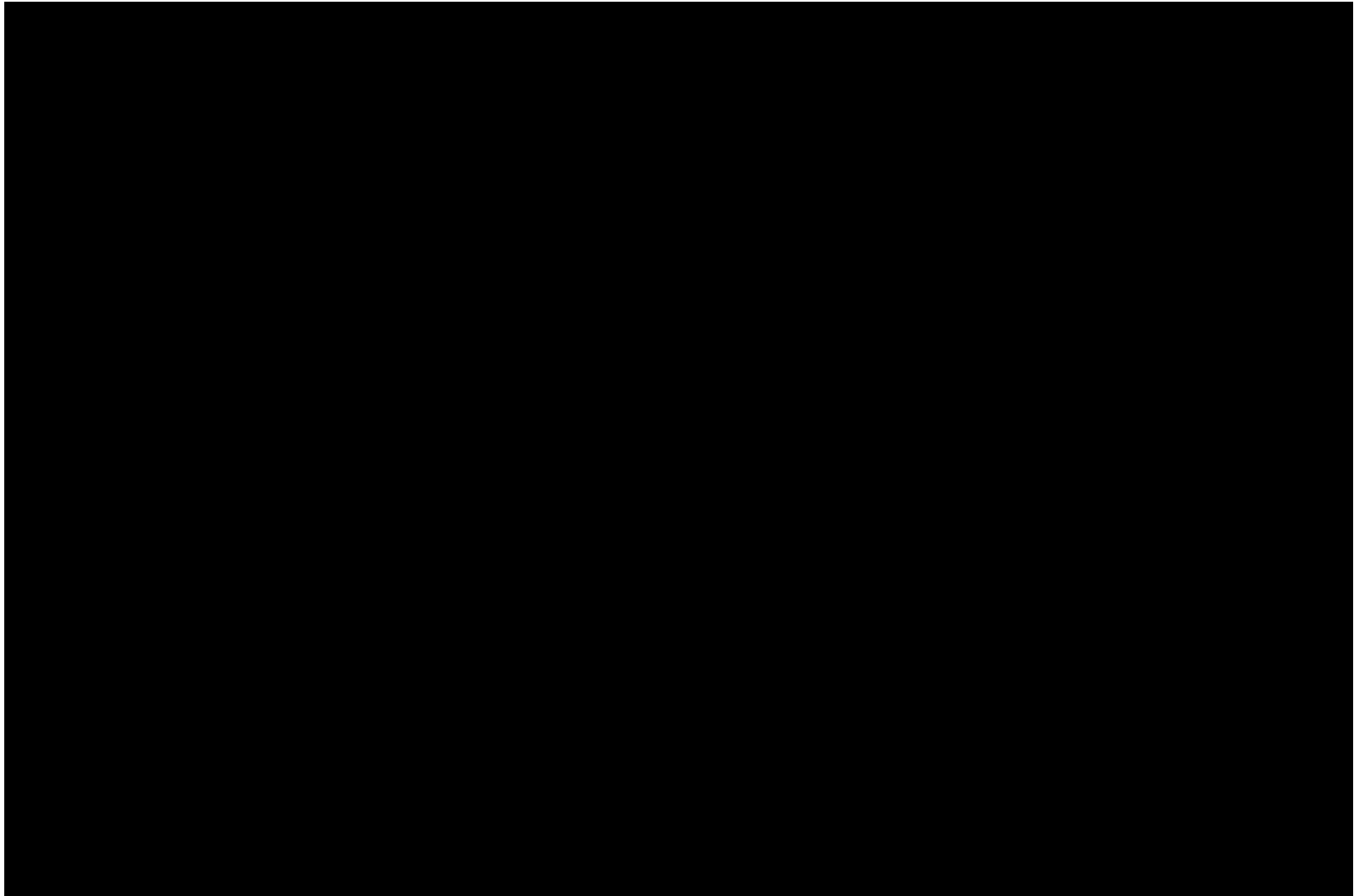


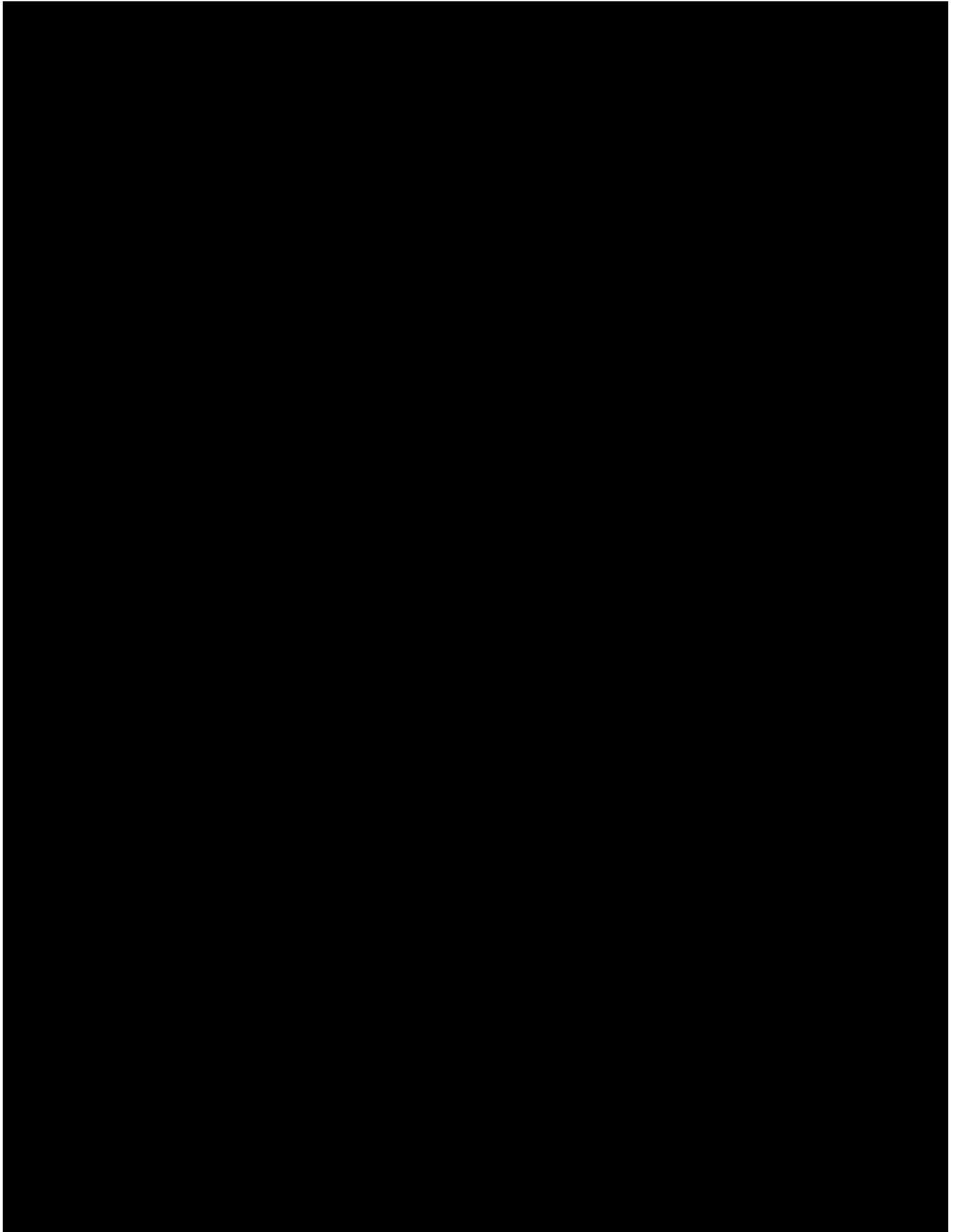


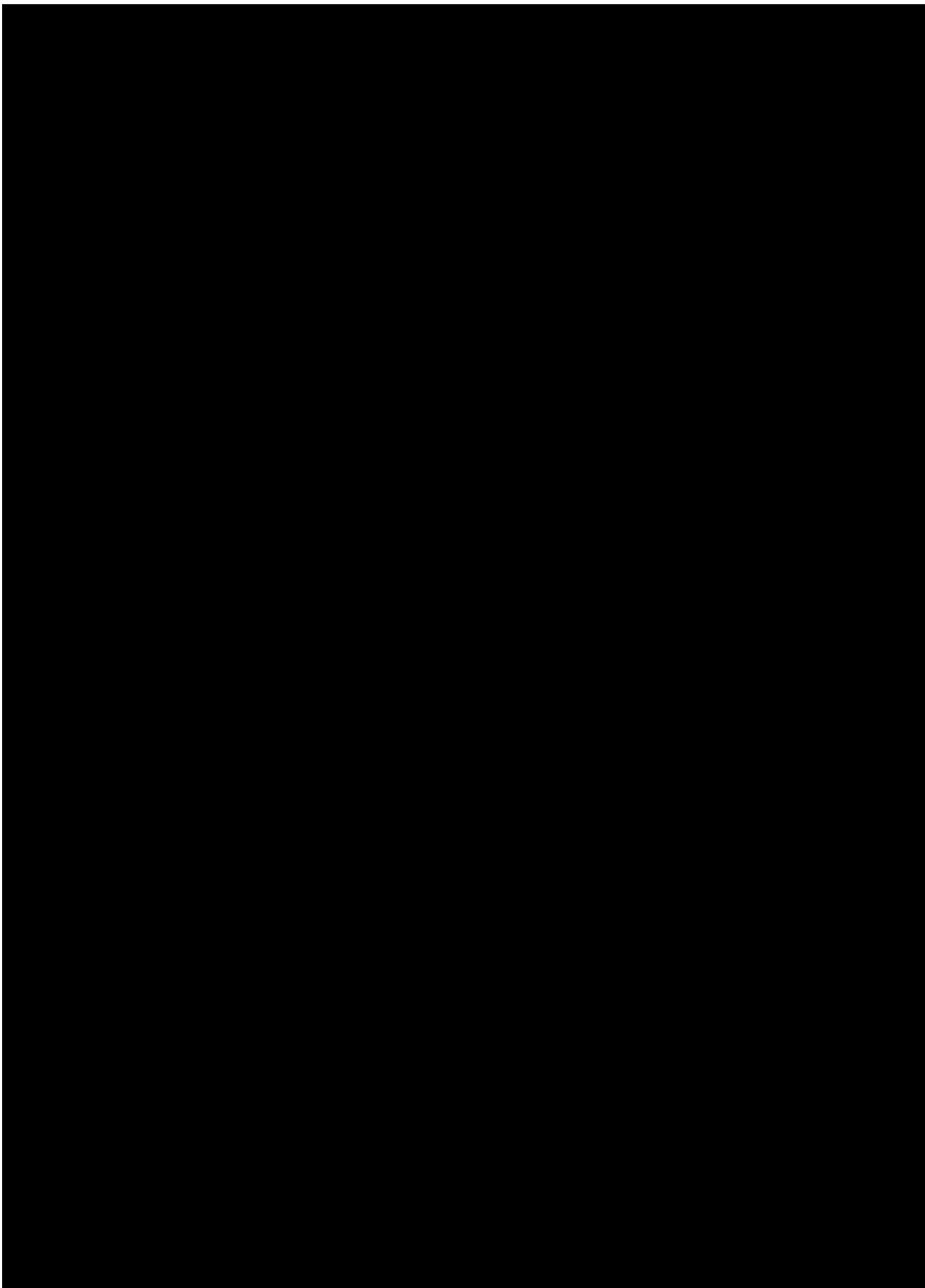


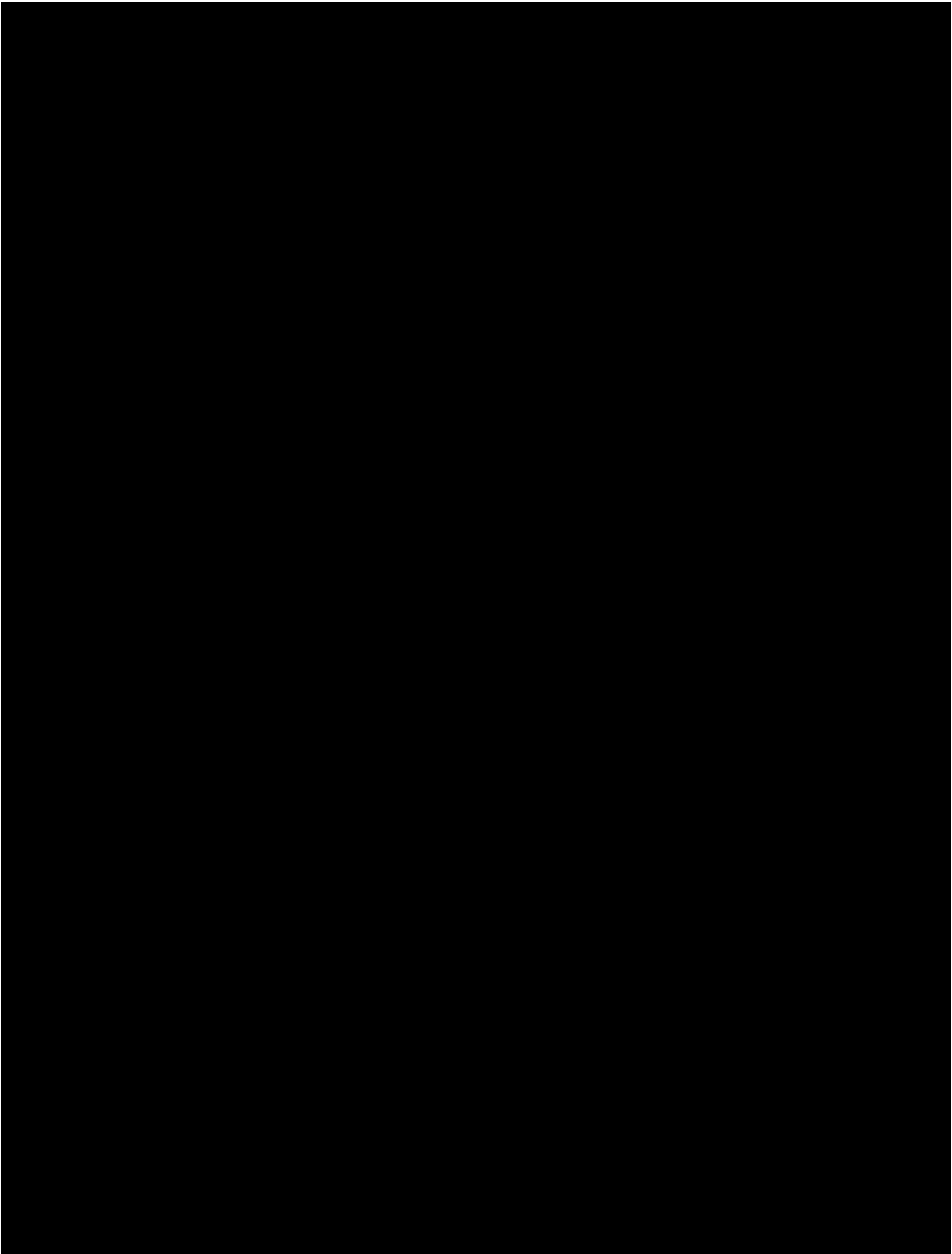












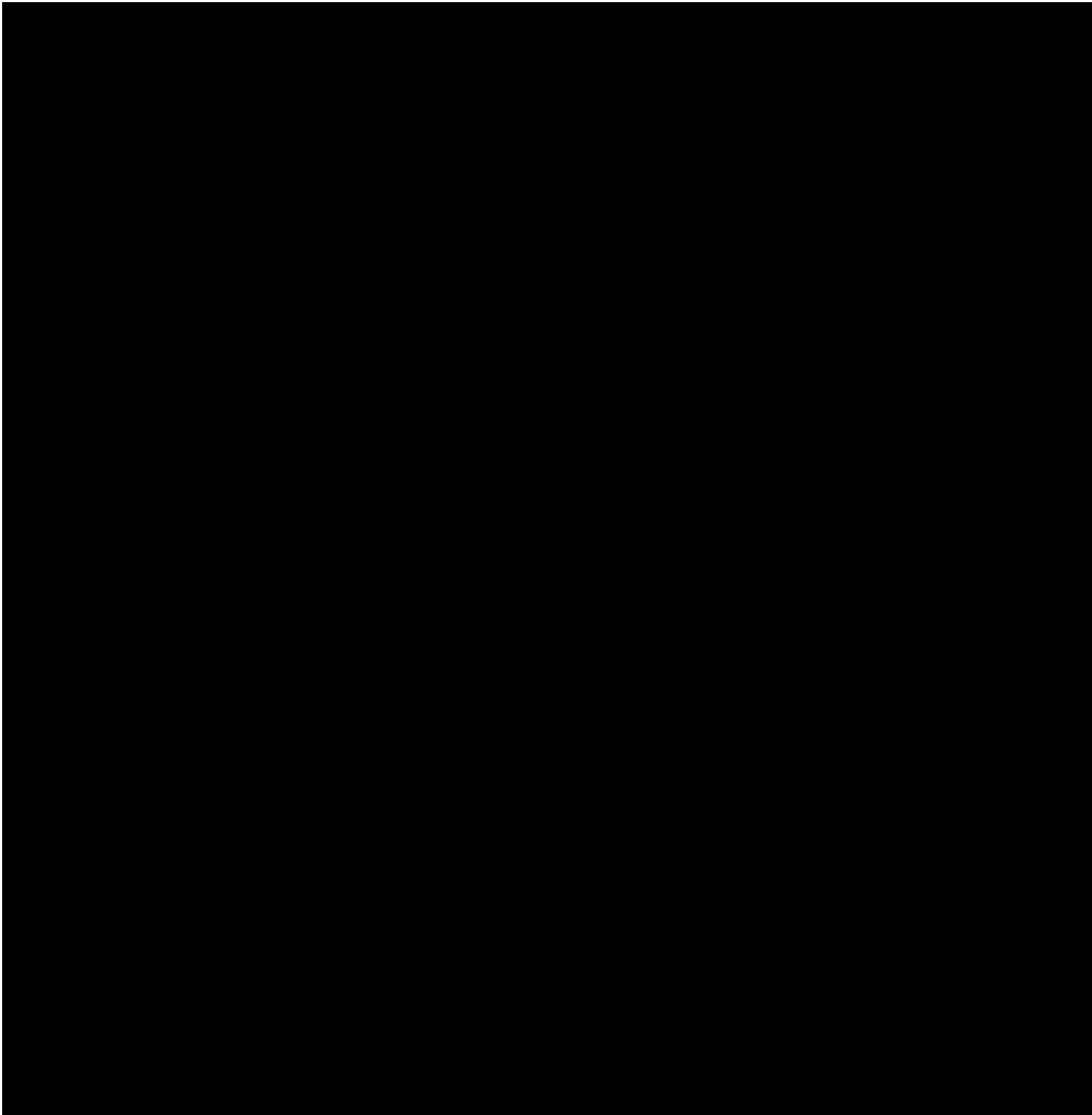


EXHIBIT 24

HARNESS RACING APPLICATION

Brockton Racing LLC is newly formed and does not have audited financial statements at this time.

EXHIBIT 25

HARNESS RACING APPLICATION

Brockton Racing LLC believes that should the Plainridge Racecourse cease operating, moving harness horse racing to the Brockton Fairgrounds would be beneficial to the harness horse racing industry since the Brockton Fairgrounds would be the only harness horse race track in Massachusetts, and would be beneficial to the City of Brockton which is in need of new business activities that attract regional consumers and their spending.

EXHIBIT 26

HARNESS RACING APPLICATION

Brockton Racing LLC is newly formed and has no purse activities and employment data from last year.

The applicant believes that should the Category 2 license be awarded to Raynham Park LLC, the historic Raynham location and that operator's proven experience will result in the maximum gross gaming revenues that could possibly be generated by the allotted number of slot machines, which in turn, will generate the maximum purse amounts that will be available to the Commission for allocation to harness racing.

EXHIBIT 27-28

HARNESS RACING APPLICATION

Brockton Racing LLC requests the same simulcast schedule that was permitted to the Plainridge Racecourse for 2014.

EXHIBIT 29

HARNESS RACING APPLICATION

Brockton Racing LLC will submit a request for account wagering before it commences harness horse racing.