

## **SURROUNDING COMMUNITY AGREEMENT**

**THIS AGREEMENT** (the “Agreement”) is by and between Mohegan Sun Massachusetts, LLC, a Delaware limited liability company with its principal place of business at One Mohegan Sun Boulevard, Uncasville, CT 06382 (the “Applicant” or the “Developer,” hereinafter referred to as the “Developer”), and the City of Chelsea, Massachusetts, acting by and through its City Manager, having its principal place of business at 500 Broadway, Chelsea, Massachusetts 02150 (the “City”), dated as of April 29, 2014 (the “Effective Date”). Hereinafter, the “Developer” shall also mean the Developer’s successors and/or assigns. Hereinafter the Developer and the City are together the “Parties” and individually a “Party.”

### **RECITALS**

Reference is made to the following facts:

1. The Developer has entered into a binding agreement pursuant to which Developer will hold a long term lease of an approximately 40 acre parcel of land (the “Property”) located off Winthrop Avenue in the City of Revere, Massachusetts.
2. The Developer has filed a “Phase 2” application with the Massachusetts Gaming Commission (the “Commission”) seeking a license to operate a category 1 gaming establishment (a “Gaming License”) at the Property (the “Project”) pursuant to the provisions of M.G.L. chapter 23K (“Chapter 23K”).
3. The City recognizes that the proposed Project will bring significant new investment to the region (including the City), and provide new permanent employment opportunities for residents of the City and other local communities (all as specified below).
4. The City has determined that in addition to the new jobs, new funds, and direct investment at the Property, the proposed Project will promote small businesses and the tourism industry and have a positive economic impact throughout the region (including the City) and the Commonwealth of Massachusetts.
5. The City has concluded that the proposed use of the Property as a category 1 gaming establishment is consistent with the City’s economic plans and priorities all in accordance with Section 9(a)(18) of Chapter 23K.
6. The City is a “Surrounding Community” as that term is defined and used in Chapter 23K.
7. The Developer and the City have entered into this Agreement to evidence the obligations of the Developer to the City, as well as the benefits to the City, as a community in proximity to the Project that is likely to experience impacts from the Project’s development or operation. This Agreement is a surrounding community agreement contemplated by Section 15(9) of Chapter 23K.

8. Pursuant to Chapter 23K, a portion of the licensing fees and state taxes on the Project's "Gross Gaming Revenue", as that term is defined and used in Chapter 23K, would be, following the date that any stage of the Project opens for gaming to the general public (the "Opening"), allocated to a state community mitigation fund (the "Community Mitigation Fund"). Upon the Developer's receipt of a Gaming License, the City would have the ability to apply for payments from the Community Mitigation Fund to address the Project's potential impacts.

9. The City will support the Developer's application for a Gaming License for the Project as the preferred application in proximity to the City for a license to operate any gaming establishment under Chapter 23K.

## **AGREEMENT**

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to enter into this Agreement with mutual understandings and agree as follows:

### **SECTION 1. IMPACTS OF THE PROJECT**

#### **A. STIPULATIONS OF KNOWN IMPACTS**

1. The Parties intend that this Section 1.A shall be deemed to be the "stipulations of known impacts" that are required to be included in this Agreement pursuant to Section 15(9) of Chapter 23K.

2. The Project is expected to increase the number of vehicles using the City's public ways and other highways and roads in the vicinity of the Project. The projects identified in the provisions of this Agreement regarding infrastructure improvements will mitigate such impacts and remedy longstanding background traffic conditions.

3. The Project may have an impact on municipal services and require additional expenditures by the City in order to provide such services. The Developer's payments to the City under this Agreement will provide the City with adequate resources to mitigate any such impacts and the City acknowledges and agrees that such payments adequately mitigate all such impacts.

4. The Project may have an impact on problem or compulsive gambling in the City. The Developer's commitments under this Agreement and the relevant sections of Chapter 23K providing financial and other resources necessary to address problem or compulsive gambling will mitigate such impacts.

#### **B. ADDITIONAL IMPACTS**

1. The Parties acknowledge that there may be additional impacts associated with the Project that are unknown as of the Effective Date (the "Additional Impacts"). The Parties intend that

any Additional Impacts of the Project that are not sufficiently mitigated through this Agreement shall be mitigated through state or municipal permitting processes that may be necessary to carry out the Project and through the Community Mitigation Fund established by Section 61 of Chapter 23K.

2. Consistent with the regulations promulgated by the Gaming Commission as of the Effective Date, which are designed to protect surrounding communities from significant and material adverse impacts occurring after the execution of mitigation agreements (specifically 205 CMR 127.00), the Developer and the City shall, if reasonably necessary under the circumstances, negotiate in good faith an amendment to this Agreement if a triggering event (as defined in 205 CMR 127.02) occurs.

3. Notwithstanding Section 1.B.2 of this Agreement and consistent with the provisions of 205 CMR 127.06, the Developer and the City shall also negotiate in good faith amendments to this Agreement (if any) under the conditions as expressly set forth elsewhere in this Agreement.

## **SECTION 2. RESPONSIBILITIES AND UNDERTAKINGS BY THE DEVELOPER**

### **A. INFRASTRUCTURE.**

Generally, the Developer and the City contemplate on an on-going basis both through this Agreement and through state and municipal permitting processes, certain public and private infrastructure improvements, which shall include:

#### **1. Route 1/Route 16 Interchange.**

(a) The City has had a long-standing concern about, and interest in, improving traffic flow and conditions at the Route 1/Route 16 interchange, both to improve the interchange and to ameliorate traffic conditions within the City, particularly along the Route 60 corridor. The Developer shall fund and cause the permitting, design and construction of – in coordination with state and municipal agencies, including the City – a series of intermediate geometric improvements and new signalizations described conceptually in the attached Exhibit A, to provide access to Route 1 northbound from Route 16 westbound and to facilitate access from Route 1 southbound to Route 16 eastbound (collectively, the “Route 1/Route 16 Intermediate Improvements”), the cost of which is anticipated to approximate \$2,100,000. Consistent with the Boston Metropolitan Planning Organization’s Lower North Shore Transportation Improvement Study (prepared by the Central Transportation Planning Staff for the Massachusetts Highway Department in October of 2000), the Route 1/Route 16 Intermediate Improvements are intended to transfer Project traffic and some regional traffic from the Route 60 corridor to Route 1/Route 16. The Developer shall diligently pursue the completion of the Route 1/Route 16 Intermediate Improvements following the Financing Date; provided, however, that the completion of the Route 1/Route 16 Intermediate Improvements shall not be a condition to Opening; and, provided further, that the Developer shall complete the Route 1/Route 16 Intermediate Improvements within eighteen (18) months after the date that all state and local approvals and necessary rights of way (if any) for such

improvements have been obtained and/or all appeal periods applicable to any such approvals have expired with no appeals pending.

(b) In coordination with state and municipal agencies, including the City, and prior to completing the construction phase of the Route 1/Route 16 Intermediate Improvements, the Developer shall fund and complete a study of the Route 1/Route 16 interchange for the purpose of planning additional improvements unrelated to the Route 1/Route 16 Intermediate Improvements, the cost of which is estimated to be approximately \$400,000. The study will be in the nature of a long-range plan for the interchange based on a conceptual plan consistent with long range plans for interchange developed in the North Shore Transportation Study by CTPS. The plan is limited to a study of the merits of the design and does not include a full review of the environmental planning process nor final design plans.

2. Modification of Infrastructure Improvements. The Parties acknowledge that the infrastructure improvements described in this Section 2.A (an “Infrastructure Improvement” or the “Infrastructure Improvements”) require the approval of various state and municipal agencies other than the City. If the City reasonably determines that any modification to an Infrastructure Improvement or the refusal to authorize all or a portion of an Infrastructure Improvement by a state or municipal agency would materially and adversely affect the City, then the City shall promptly notify the Developer of such determination and the Parties shall negotiate in good faith an amendment to this Agreement to mitigate such adverse impacts.

## B. PAYMENTS TO THE CITY

Except as otherwise set forth in this Agreement, all payments required under Section 2.B are in addition to any costs incurred by the Developer in compliance with any other sections of this Agreement, and in addition to other legally required payments made to the City by the Developer.

1. Community Impact Fee. Commencing on the Opening, the Developer shall make payments to the City referred to herein as the “Community Impact Fee”, which is the community impact fee call for by Section 15(9) of Chapter 23K. For the purposes of this Agreement, an “Impact Fee Year” shall be each successive twelve (12) month period following the Opening. Payment of the Community Impact Fee shall be as follows:

### (a) First Impact Fee Year.

Commencing on the first day of the month after the Opening (“Anniversary Date”) and continuing on the first day of each month thereafter during the first Impact Fee Year, the Developer shall make monthly installment payments of the Community Impact Fee to the City (an “Installment Payment” or the “Installment Payments”), each to be one twelfth (1/12) of Two Million Five Hundred Thousand Dollars (\$2,500,000) (“Base Community Impact Fee Payment”); provided, however, that Eight Hundred Fifty Thousand Dollars (\$850,000) of said Base Community Impact Fee Payment shall be paid to the Chelsea Education Foundation, Inc. (the “Foundation”).

(b) Subsequent Impact Fee Years. After the conclusion of the first Impact Fee Year, the Base Community Impact Fee Payment shall adjust annually on the Anniversary Date by an amount equal to the increase (if any) in the Consumer Price Index (“CPI”), as defined by the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all Urban Consumers, Boston-Brockton-Nashua, MA-NH-ME-CT All Items, 1982-84=100, during the preceding calendar year, but no event shall any such adjustment exceed 2.5% (the “Adjusted Community Impact Fee Payment”). The Adjusted Community Impact Fee Payment shall be made on the first day of the month after the first Impact Fee Year, and continue on the first day of each month thereafter for the duration of this Agreement, with annual adjustments as provided above. The Adjusted Community Impact Fee Payment shall be made in monthly Installment Payments to the City, each to be one twelfth (1/12) of the Adjusted Community Impact Fee Payment; provided, however that on an annual basis Eight Hundred Fifty Thousand Dollars (\$850,000) of said Adjusted Community Impact Fee Payment shall be paid to the Foundation.

(c) If the Developer executes an agreement with another Surrounding Community, with the exception of the City of Boston, that provides a Community Impact Fee that exceeds the annual Community Impact Fee paid to the City under 2.B.1, the Developer shall promptly notify the City and the Parties shall negotiate in good faith an amendment to this Agreement.

2. Job Readiness Payments. The Developer shall make a one-time payment to the City in the amount of One Hundred Thousand Dollars (\$100,000) to assist the City in establishing and operating job readiness programs to prepare City residents for applying for potential jobs at the Project (the “Job Readiness Payment”). The Job Readiness Payment shall be paid to the City after the Developer receives the license and within 30 days of the date that the Developer closes on the initial funding under the third party financing for the construction of the Project (“Financing Date”).

#### C. COMMUNITY PROMOTION

The Developer will use best efforts to promote the City’s hotels, restaurants, arts, entertainment and cultural institutions (collectively “City Amenities”). Such promotional activities shall include but not be limited to: (i) the provision of joint marketing opportunities to City Amenities; and (ii) the provision of brochures or any other similar promotional materials as agreed upon by the Parties, that promote the City Amenities in areas of the Project that experience average to high patron foot traffic. The Developer shall report to the City Manager of the City annually to define and assess the promotion of the City’s Amenities.

#### D. COMPULSIVE GAMBLING SERVICES

The Developer shall provide the City with access to the Project’s on-site compulsive gambling facility and associated compulsive gambling counseling services (collectively “Compulsive Gambling Services”). The Developer shall ensure that the Compulsive Gambling Services are tailored to the cultural and geographic needs of the City, including the provision of Compulsive Gambling Services in Spanish.

E. ACCESS TO COMMUNITY MITIGATION FUNDS

Sections 59(2)(c) and 61 of Chapter 23K provide Surrounding Communities access to a Community Mitigation Fund administered by the Commission. The Developer, hereby agrees to support the City's requests for funds from the Community Mitigation Fund if it is awarded a Gaming License.

F. OTHER FINANCIAL OBLIGATIONS

The Developer shall reimburse the City for the reasonable costs incurred by the City in negotiating this Agreement.

G. CONSTRUCTION AND PERMANENT EMPLOYMENT.

The Developer shall additionally make and cause its agents, operators and contractors to make certain specific commitments relating to employment at the Project as follows:

1. Construction Employment. The Developer shall ensure that its general contractor or construction manager for the Project and those engaged by said general contractor or construction manager on a craft-by-craft basis, will use best efforts to employ City residents for the construction of the Project and to meet the following goals:

(a) at least five percent (5%) of the total employee worker hours in each trade shall be by bona fide residents of the City;

(b) at least twenty-five percent (25%) of the total employee worker hours in each trade shall be by minorities; and

(c) at least ten percent (10%) of the total employee worker hours in each trade shall be by women. Worker hours shall include on-the-job and apprenticeship positions.

2. Permanent Employment.

(a) The Developer shall use best efforts to ensure that at least five percent (5%) of the total permanent workforce for the Project shall be bona fide City residents;

(b) The Developer shall provide to the City notice of all initial job openings at the Project at least one (1) week prior to the deadline for application submissions. The Developer shall provide such notices in both English and Spanish; and

(c) The Parties acknowledge that the establishment of a resort destination casino at the Property is an important public policy initiative that requires the involvement of the entire community and adjoining communities. In that regard, the Developer agrees to work with the City to promote opportunities at the facility and devise a network of training and recruitment partners. Further, the Developer will work with the City and other communities in the vicinity to encourage expansion of access to employment for minorities, women and veterans and other

disadvantaged groups and generally to expand local employment opportunities. The Developer shall report to the City Manager of the City annually to define and assess these opportunities for City residents.

#### H. COMMUNITY MITIGATION GENERALLY

1. Vendor Opportunities. On an annual basis, the Developer shall utilize best efforts to cause purchases related to the Project to be made in the amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) for goods and services from vendors and companies with a principal place of business in the City. The Developer shall work with the City to hold vendor fairs that provide City businesses with information concerning providing goods and services to the Project. Moreover, the Developer shall work to ensure that City businesses will be able to benefit from partnership programs that incentivize employees and patrons of the Project to utilize City restaurants, including through the rewards program maintained by the Developer (collectively "Incentive Programs"). However, should the Developer be unable to provide the Incentive Programs, the Developer shall provide no less than Twenty-Five Thousand Dollars (\$25,000) annually for the advertisement of City restaurants, which shall be coordinated by the Chelsea Chamber of Commerce.

In addition, the Developer will create and implement a marketing program for the utilization of minority business enterprises, women business enterprises and veteran business enterprises to participate as vendors in the provision of goods and services procured by the Developer and any businesses operated as part of the Project. The Developer shall, on a semi-annual basis, consult with the Chelsea Chamber of Commerce and such other business groups or associations as the City may reasonably request to identify opportunities in furtherance of the objectives set forth in this section. The Developer shall, upon reasonable request, meet with the City Manager to provide updates on the Developer's efforts to comply with this Section 2.H.1. The Developer's obligations under this section shall be subject to the availability of such goods and services on commercially reasonable terms.

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

#### I. ENFORCEMENT OF PAYMENTS TO THE CITY

In the event that the Developer fails to make any payment hereunder when due, the Developer agrees (unless the Developer and the City are in good faith disputing whether such payment is due) not to object to or oppose any effort by the City to seek a judgment in a court of competent jurisdiction to enforce a payment default under this Agreement and to obtain a judgment lien against the Property.

#### J. COMMITTEE PARTICIPATION

1. Advisory Committee. The Developer agrees to reserve not less than one (1) seat for a resident of the City on any citizens advisory committee or similar entity that is organized by the Developer to work with local residents on issues regarding the Project.

2. City Committee. The Developer shall make a good faith effort to provide an appropriate representative of the Project to participate on any committee that the City may request.

K. MENTORING PROGRAM

The Developer's operator shall provide a mentoring program at Chelsea High School for City students. The mentoring program shall include summer job opportunities for City students in areas of the Project that are appropriate for young adults consistent with Chapter 23K and Commission regulations.

L. ANNUAL MEETING

The Developer's senior management shall, upon reasonable request, meet annually with the City Manager to review the impacts of the Project on the City. The Parties shall work in good faith to resolve the issues surrounding impacts on the City.

**SECTION 3. UNDERTAKINGS OF THE CITY**

A. SUPPORT FOR THE PROJECT

As time is of the essence, the City will informally advise the Developer concerning, and will actively expedite, cooperate with and publicly support, the Developer's efforts to obtain from the appropriate municipal, state and federal bodies and agencies, all such permits, licenses and approvals as may be necessary to carry out the Project, including without limitation the Gaming License required under Chapter 23K.

B. ANCILLARY NEEDS

The City shall make good faith efforts to support the Developer's ancillary needs related to the Project, including without limitation: ensuring cooperation with local hotels; employee parking; and construction lay down space.

**SECTION 4. GENERAL PROVISIONS**

A. RECITALS

The Recitals set forth above are incorporated herein by reference as though fully set forth herein.

B. BINDING AGREEMENT

This Agreement is binding upon and enforceable against, and inures to the benefit of, the Parties hereto and their successors and assigns (including, without limitation, any successor owner or owners of the Project, but excluding mortgagees of the Project or those claiming through mortgagees of the Project, unless said mortgagee obtains title to the Property and proceeds with the development of a gaming establishment on such property.)



C. REGULATIONS OF THE COMMISSION

If either Party reasonably determines that a new or amended regulation or policy of the Commission would materially negatively affect such Party's rights or obligations under this Agreement, then such Party may notify the other Party of such determination and the Parties shall negotiate in good faith an amendment or amendments to this Agreement to mitigate or address the impact of such regulation or policy.

D. AMENDMENTS TO STATUTES GOVERNING THIS AGREEMENT

If either Party reasonably determines that an amendment to Chapter 23K or any other general law, special act or any other statutory provision governing this Agreement would materially negatively affect such Party's rights or obligations under this Agreement, then such Party may notify the other Party of such determination and the Parties shall negotiate in good faith an amendment to this Agreement to mitigate or address the impact of such statutory provision.

E. TRANSFER OF INTERESTS

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

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

(b) if a Gaming License has been issued for the Project or any portion of the Property, the transfer or assignment is in connection with a transfer or assignment of such Gaming License and such transfer or assignment is permitted or has been approved pursuant to Chapter 23K;

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

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

The liability of the Developer or its successors or assigns (including, without limitation, mortgagees) arising under this Agreement shall be limited solely to the interests of the Developer in the Project, and no trustee, officer, director, manager, member, owner, agent, representative or employee of the Developer, or their respective successors or assigns, or any person or entity directly or indirectly holding any interests in any of the foregoing from time to time, or any such

person's or entity's separate assets or property shall have or be subject to any personal or individual liability with respect to any obligation or liability hereunder, nor shall any person or entity be answerable or liable hereunder in any equitable proceeding or order beyond the extent of its interest in the Project. No holder of a mortgage on any or all of the buildings or portions of the Project, as the case may be, shall be liable to perform, or be liable in damages for failure to perform, any of the obligations of the Developer hereunder unless and until such holder acquires title to the Project by foreclosure or deed in lieu of foreclosure and pursues the completion of the Project in accordance with the provisions hereof.

F. NOTICES

All notices and other communications required or permitted under this Agreement must be in writing, signed by a duly authorized officer or representative of the City or the Developer, as the case may be, and shall be (i) hand delivered, (ii) delivered by nationally recognized overnight delivery service, or (iii) mailed by certified or registered mail, return receipt requested, postage prepaid, to the Parties at the following addresses or such other addresses as each may have specified to the other by such a notice:

City: City Manager of Chelsea  
500 Broadway, Office #302  
Chelsea, Massachusetts 02150  
Attention: The Honorable Jay Ash

with a copy to: City of Chelsea City Solicitor  
Law Department  
500 Broadway, Office #307  
Chelsea, Massachusetts 02150  
Attention: Cheryl Anne Watson, Esq.

Developer: Mohegan Sun Massachusetts, LLC  
One Mohegan Sun Boulevard  
Uncasville, CT 06382  
Attention: President

with a copy to: Mohegan Gaming Advisors  
One Mohegan Sun Boulevard  
Uncasville, CT 06382  
Attention: General Counsel

Any such notice shall be deemed to have been given on the date received or refused during normal business hours. The City specifically acknowledges that the Developer may change its designated street address.

G. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be determined to be invalid and unenforceable, the remainder of this Agreement, or the application of such terms to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

H. GOVERNING LAW

This Agreement shall be governed and construed by the laws of the Commonwealth of Massachusetts, without regard to conflict of law principles.

I. AMENDMENTS

This Agreement may be amended only by a written instrument signed by the Parties.

J. TERM

The term of this Agreement shall commence on the Effective Date and expire on the earlier of (a) the expiration or earlier termination of the Developer's Gaming License, including any extensions thereof and subject to any assignment or reissuance thereof to a successor owner or operator of the Project; (b) the date on which Developer notifies the City that the Developer has been rejected as an applicant by the Commission during any phase of the Commission's licensing process, with any appeals having been decided against the Developer and/or all appeal periods applicable to the licensing process having expired; or (c) the date on which the Developer notifies the City that an applicant other than the Developer (or any of the Developer's successors or assigns) has received a Gaming License for so called "Region A", as those terms are defined and used in Chapter 23K, with all appeals having been decided in that applicant's favor and/or all appeal periods applicable to the license having expired, provided that the Developer has not previously been awarded a Gaming License for Region A.

K. EXECUTION IN COUNTERPARTS / MULTIPLE ORIGINALS

This Agreement may be executed in counterparts. All such counterparts shall be deemed to be originals and together, shall constitute but one and the same instrument. The Parties have agreed to execute multiple original copies of this Agreement.

L. ENFORCEMENT

It is the intention of the Parties that the provisions of this Agreement may be enforced only by the Parties hereto, and that no other person or persons shall be authorized to undertake any action to enforce any provisions hereof without the prior written consent of the Parties.

M. OBLIGATIONS CONDITIONED UPON RECEIPT OF A GAMING LICENSE

Notwithstanding anything to the contrary herein, neither the Developer nor the City shall be obligated to perform any of the obligations set forth in Sections 2 of this Agreement (including, but not limited to, Community Impact Fees, mitigation obligations, employment obligations, or any other requirements set forth in Section 2) with the exception of the reimbursement of the City's costs as provided in Section 2F, unless and until the Developer receives a Gaming License under Chapter 23K, with all appeals having been decided in the Developer's favor and/or all appeal periods applicable to the license having expired (collectively, the "Developer's Gaming License").

N. DISPUTE RESOLUTION

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

2. The Parties may seek to resolve a dispute regarding this Agreement (a "Dispute") pursuant to Sections 4.N.2 through 4.N.6 of this Agreement if (i) a Party gives a written dispute notice to the other Party referencing Sections 4.N.2 through 4.N.6 and setting forth the grounds for the Dispute (a "Dispute Notice"), and (ii) the Party receiving the Dispute Notice gives written notice to the other Party consenting to resolve the dispute pursuant to Sections 4.N.2 through 4.N.6.

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

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

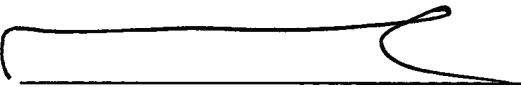
5. The arbitrator in arriving at his decision shall consider the pertinent facts and circumstances as presented in evidence and be governed by the terms and provisions of this Agreement and applicable law. To the extent any provisions of this Agreement are inconsistent with the AAA Rules, this Agreement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

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

**[Signatures to follow on the next page]**

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed in their behalf by their respective officers thereunto duly authorized as of the day and year first above written.

Mohegan Sun Massachusetts, LLC

By:   
\_\_\_\_\_  
Mitchell G. Etess  
Manager

City of Chelsea

Approved as to form:

By: \_\_\_\_\_  
City Solicitor

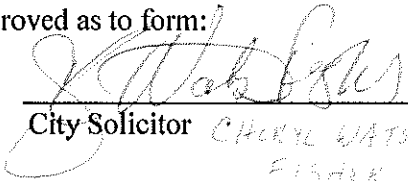
By: \_\_\_\_\_  
Jay Ash  
City Manager

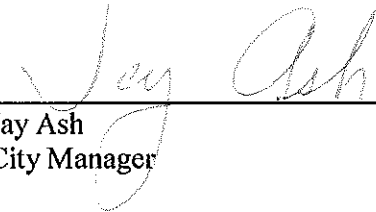
IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed in their behalf by their respective officers thereunto duly authorized as of the day and year first above written.

Mohegan Sun Massachusetts, LLC

By: \_\_\_\_\_  
Mitchell G. Etes  
Manager

City of Chelsea

Approved as to form:  
By:   
City Solicitor *CHERYL WATSON  
FISHER*

By:   
Jay Ash  
City Manager

## Exhibit A

### **Route 1/Route 16 Intermediate Improvements**

The improvements are intended to provide missing movements to an important regional highway access point. Under existing conditions, access from Route 1 SB to Route 16 EB and from Route 16 WB to Route 1 NB are not provided, and there is redundant ramp access from Route 16 WB to Route 1 SB provided less than 1,500 feet from the existing interchange, or approximately 600 feet west of Webster Avenue. The proposed build condition would include closure of the Route 16 WB access to Route 1 SB within the existing interchange and a diversion of that movement farther to the west beyond Webster Avenue. The current on/off ramp configuration to and from Route 1 SB would become a four lane off ramp to Route 16 East and west with a median break on Route 16 and installation of a traffic signal. This ramp will provide the opportunity to significantly reduce left lane and left/U-turn congestion at the Route 16/Webster Street intersection. The on-ramp to Route 1 NB from Route 16 WB would be developed with a second Route 16 median break on the easterly side of Route 1 together with construction of a left turn lane. The left turn movement to Route 1 NB would be signal controlled and would tie into the existing EB to NB loop ramp through an open in-field area. Both signals would operate in two phases (Route 16 east and west and the Route 1 SB off at the off-ramp location and the eastbound through and westbound left to Route 1 NB at the second site). Note that there would be no stopping of the westbound through movement at the proposed signal to the northbound on-ramp movement. The interchange work would also include an update the Route 16, Webster Avenue, Garfield Avenue intersection, and pavement area reduction where acceleration lanes are no longer required. The improvements are subject to the approval of DCR, MassDOT, and cities of Revere and Chelsea.