

**AMENDED AND RESTATED ENTERTAINMENT SERVICES AND
COLLABORATION AGREEMENT**

THIS AMENDED AND RESTATED ENTERTAINMENT SERVICES AGREEMENT (the “**Agreement**”), dated as of December 30, 2013 (the “**Effective Date**”), is entered into by MOHEGAN SUN MASSACHUSETTS, LLC, a Delaware limited liability company (the “**Company**”), having an address of 1 Mohegan Sun Boulevard, Uncasville, CT 06382, MGA GAMING MA, LLC, a Delaware limited liability company, having an address of 1 Mohegan Sun Boulevard, Uncasville, CT 06382 (“**Mohegan Gaming Advisors**”), and THE WANG CENTER FOR THE PERFORMING ARTS, INC., a Massachusetts nonprofit corporation (“**WCPA**”), doing business as Citi Performing Arts Center and having an address of 270 Tremont Street, Boston, Massachusetts 02110, and is joined in by STERLING SUFFOLK RACECOURSE, LLC, a Massachusetts limited liability company (“**SSR**”), solely for the limited purposes set forth in Section 18.17. The Company, Mohegan Gaming Advisors and WCPA are hereinafter referred to, collectively, as the “**Parties**”. The Company and Mohegan Gaming Advisors are hereinafter referred to, individually and collectively as the context may require, as “**Mohegan**”.

RECITALS

The Company is an applicant before the Massachusetts Gaming Commission (the “**Commission**”), seeking a license to operate a category 1 gaming establishment (a “**Category 1 License**”) on approximately 40 acres of leased premises in the City of Revere (the “**Project**”) pursuant to the provisions of Chapter 23K of the Massachusetts General Laws (“**Chapter 23K**”).

The Company has entered into an agreement with Mohegan Gaming Advisors, an affiliated entity, pursuant to which, upon the Project opening for business to the public, Mohegan Gaming Advisors will manage the Project on the Company’s behalf, and both Mohegan Gaming Advisors and the Company will have ongoing obligations related to the services described in this Agreement.

WCPA is a tax-exempt organization described in section 501(c)(3) of the Internal Revenue Code of 1986 as amended (the “**Code**”), whose charitable and educational mission includes encouraging broad access to the performing arts in the Boston area.

In furtherance of its charitable and educational mission, WCPA will provide certain professional entertainment services and develop and implement strategies in support of the business, educational and community outreach objectives related to development and operation of the Project, such services to be consistent with WCPA’s 501(c)(3) status, as defined herein.

Mohegan desires to retain the services of WCPA in connection with such purposes, and WCPA desires to perform such services for Mohegan.

The Parties have negotiated the provisions of this Agreement at arm's length and mutually deem the consideration to be provided for the services hereunder to represent the fair market value of such services.

It is the intention of the Parties that this Agreement be considered an agreement between a so-called "impacted live entertainment venue" and an applicant as called for under Section 15(10) of Chapter 23K.

It is the intention of the Parties that WCPA perform all services under this Agreement as an "independent contractor" and nothing herein is intended to create a joint venture between WCPA and Company or Mohegan Gaming Advisors.

AGREEMENT

In consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties hereto, the Parties agree as follows:

1. Services. WCPA agrees to perform the services set forth in this Section 1.

1.1 Educational and Community Outreach. Commencing on the Effective Date, WCPA agrees to perform consulting and support services to assist the Company in its educational and community outreach efforts in the Greater Boston area, with a particular focus on programs that benefit youth, schools and community organizations involved with the arts and minority or underserved populations. WCPA agrees to use its best efforts to assist the Company in the design and implementation of such programs and the Parties agree to establish a protocol for regular meetings and deliveries to achieve these goals. The services described in this Section 1.1 are collectively referred to herein as "**Educational and Community Outreach Services.**" This Agreement expressly excludes any activity within the definition of "executive agent" or "legislative agent" as set forth in Chapter 3, Section 39 of the Massachusetts General Laws ("**Lobbying Activity**").

1.2 Consulting Services. WCPA agrees to provide (a) such assistance and support as Mohegan may reasonably request in connection with the negotiation of any and all agreements with organized labor representing people in the entertainment or theater industry, (b) such guidance and support as Mohegan may request concerning any issues of impact mitigation that arise with other nonprofit entertainment venues that claim to be, or the Commission claims to be, impacted by the Project, (c) such guidance as Mohegan may reasonably request in connection with entertainment venue design, and (d) any other assistance, advice, support or other consulting services related to Mohegan's entertainment activities that Mohegan may reasonably request and WCPA believes is reasonable to provide. The services described in this Section 1.2 are collectively referred to herein as "**Consulting Services.**"

1.3 Involvement of WCPA Leadership. The Parties recognize the importance of the direct and continued involvement of certain WCPA leaders in the delivery of the Educational and Community Outreach Services, the Venue Management Services and the Consulting Services. To that end, in addition to necessary support from WCPA leaders associated with activities under

Section 2 of this Agreement (compensation for which, if and when commenced, is covered by the Management Fee (defined below)), WCPA agrees that, commencing on the effective date of an Actionable License (defined below) received by the Company (the “**License Date**”) (i) each of the Chief Executive Officer and the Vice President & General Manager of WCPA will devote on average four (4) hours per week to the services described in Sections 1.1 and 1.2 of this Agreement, (ii) each of the Chief Financial Officer, the Director of Theatre Operations and the Director of Productions of WCPA will devote on average two (2) hours per week to the services described in Sections 1.1 and 1.2 of this Agreement and (iii) Josiah A. Spaulding, Jr. will directly and personally be involved in the delivery of the services described in Sections 1.1 and 1.2 of this Agreement, all such involvement by WCPA leaders to be in accordance with the time, service and scope of work requirements that the Parties will, in good faith, develop together and agree upon by no later than sixty (60) days after the Company’s final submission to the Commission of all of its application materials for a Category 1 License. Furthermore, WCPA agrees that, commencing on the Effective Date, each of the aforementioned WCPA leaders shall devote the time necessary to perform any and all Educational and Community Outreach Services, it being expressly understood that such services will require the personal time and attention of WCPA leaders prior to the License Date.

2. Services Related to Management of Live Entertainment Venues and Collaborative Efforts.

2.1 Live Entertainment Venue Management. Provided that (i) the Company has received a Category 1 License under Chapter 23K, with all appeals having been decided in the Owner’s favor and/or all appeal periods applicable to the license having expired (collectively, an “**Actionable License**”), (ii) the Company has built a ticketed live entertainment venue at the Project and (iii) the Threshold Management Requirements are met, WCPA shall manage and staff the operation of ticketed live indoor entertainment venues of less than 1,000 seats or more than 3,500 seats and any ticketed live outdoor entertainment venues at the Project, and any other such venues managed, booked or operated by Mohegan within so-called Region A (as defined by Section 19(a) of Chapter 23K), including, but not limited to, providing and staffing tech support, front of house operations and box office operations at such venues, all in accordance with the terms and provisions of a Venue Management Services Agreement between the Company and WCPA (or a wholly owned subsidiary of WCPA) (the “**Venue Management Services Agreement**”), to be negotiated and agreed upon by the Parties in good faith prior to the public opening of any such ticketed live entertainment venues. The services described in this Section 2.1 are collectively referred to herein as “**Venue Management Services.**” All staffing levels, personnel expertise, services and costs associated with any Venue Management Services shall be presented in draft form by WCPA to Mohegan Gaming Advisors for Mohegan Gaming Advisors’ approval on a regular basis and otherwise in accordance with any protocols, terms and provisions agreed to in the Venue Management Services Agreement, it being understood and agreed upon by both Parties that Mohegan Gaming Advisors shall have the right to reject (a) any quality of staffing that is below the manner and quality at which Mohegan Gaming Advisors staffs comparable venues that it owns or operates elsewhere in the United States, and (b) any quality of staffing that is below the manner and quality at which WCPA staffs comparable venues that it owns or operates elsewhere in the United States (collectively, the “**Threshold Management Requirements**”). The Venue Management Services Agreement also shall provide

that WCPA shall be entitled to reimbursement for all actual and direct costs (and only the actual and direct costs) related to staffing levels and services for any Venue Management Services, provided that such costs, staffing levels and services adhere to any requirements agreed to by Mohegan (collectively, the “**Approved Venue Staffing Costs**”). In addition to reimbursement of such Approved Venue Staffing Costs, WCPA shall be entitled to a management fee (the “**Management Fee**”) equal to Twelve Percent (12%) of each month’s Approved Venue Staffing Costs for WCPA’s management and oversight of the Venue Management Services (“**Management and Oversight Services**”); provided however, that if the sum total of the Approved Venue Staffing Costs and the Management Fee (collectively, the “**Total Entertainment Venue Operating Costs**”) ever exceeds the total cost at which Mohegan Gaming Advisors could deliver similar services itself at the Project (with a key consideration being the cost of Mohegan Gaming Advisors delivering such services at similar Mohegan Gaming Advisors’ venues around the United States, adjusting for regional differences) (collectively, **Mohegan Gaming Advisors Comparable Costs**”), then the Management Fee shall be reduced to make the Total Entertainment Venue Operating Costs equal to the Mohegan Gaming Advisors Comparable Costs. WCPA shall submit to Mohegan Gaming Advisors itemized monthly statements, in a form satisfactory to the Company, of such Approved Venue Staffing Costs incurred in the previous month as well as the applicable Management Fees for that previous month.

2.2 Additional Venue Management Issues. The Venue Management Services Agreement also shall provide for the following:

(a) Citi Performing Arts Center as Off-Site Venue. If and when Mohegan books and schedules events for its patrons involving a live entertainment event, and such live entertainment event will not take place at a venue located at the Project (collectively, “**Off-Site Company Events**”), Mohegan shall first offer to WCPA the right to host, present or co-present such an Off-Site Company Event at the Wang Theatre on Tremont Street in Boston, MA, the Shubert Theatre on Tremont Street in Boston, MA or the Emerson Colonial Theatre on Boylston Street in Boston, MA (collectively, the “**Citi Performing Arts Center**”) or the Strand Theatre on Columbia Road in Dorchester, MA, as determined in WCPA’s discretion, by providing WCPA written notice of such determination (the “**Off-Site Company Events Notice**”) before considering any other area venues, so long as Mohegan’s requirements for the Off-Site Company Event (including, but not limited to, the event’s likely number of attendees, content, desired time in the event calendar and ticket cost) are suitable and appropriate, in Mohegan Gaming Advisors’ reasonable discretion, to the capacity, capabilities and specific offerings of the Citi Performing Arts Center or the Strand Theatre, as applicable. If WCPA does not reply within five (5) business days after receiving the Off-Site Company Events Notice confirming that it will host such an Off-Site Company Event (on the date requested by Mohegan), Mohegan may hold said Off-Site Company Event at a venue other than WCPA’s Citi Performing Arts Center or the Strand Theatre, as applicable. If WCPA hosts any Off-Site Company Events, WCPA will offer Mohegan opportunities for promotion of its brands and VIP experiences for its patrons buying tickets in blocks at no worse terms than offered to any other person or entity making similar or lower levels of ticket purchases at the Citi Performing Arts Center.

(b) Booking and Marketing. Mohegan and WCPA shall meet on not less than an annual basis to establish and refine a protocol to work collaboratively on booking, marketing, presenting and co-presenting each other's events, including, but not limited to, establishing methods by which (a) purchasers of tickets to WCPA events can earn Mohegan Gaming Advisors player's club points and (b) people may redeem Mohegan Gaming Advisors player's club points for tickets to WCPA events. This cooperation on booking and marketing matters shall not be an exclusive relationship and each of Mohegan or WCPA also may agree to similar booking and marketing arrangements with other venues and parties.

(c) Shared Ticketing Distribution Network. Mohegan and WCPA shall meet on not less than an annual basis to establish and refine a protocol toward selling tickets to each other's events out of their respective box offices and other box office channels on a commission-free basis. To the extent Mohegan or WCPA are prepared to undertake activities under such a collaborative ticket sales arrangement, any ticket fees will be retained by whichever of them that sells said tickets in order to offset any costs associated with the operation of such collaborative ticket sales efforts. Any and all other provisions and agreements relating to collaborative ticket sales will be upon terms reasonably and mutually agreed upon by WCPA and Mohegan.

(d) Sponsorship and Branding. WCPA and Mohegan shall discuss and consider possible sponsorship and branding opportunities at each other's venues and events at each of the meetings between the parties set forth in Section 2.2(b).

(e) Ticket Purchases. Mohegan anticipates purchasing tickets to WCPA events from time to time, and WCPA will offer such tickets to Mohegan at no more than retail price on a first come, first served basis.

3. Term. This Agreement shall commence on the Effective Date and shall continue for a term (the "**Term**") that expires five (5) years after the License Date (the "**Expiration Date**"); unless terminated earlier in accordance with this Agreement. One (1) year prior to the Expiration Date, provided that (a) the Company and WCPA each still exist in their current forms, (b) the requirements of Section 15(10) of Chapter 23K for applicant agreements with impacted live entertainment venues remain intact and (c) such requirements are not then satisfied by the Venue Management Services Agreement, the Parties shall begin to negotiate in good faith to sign an amendment or other renewal of this Agreement for another five (5) year term pursuant to terms and provisions that are acceptable to each Party (a "**Renewal**"). If a Renewal is not agreed upon and executed by both Parties by the date that is six (6) months prior to the Expiration Date, neither Party shall have any further obligations to renew, or negotiate the renewal of, this Agreement with the other Party.

4. Compensation and Contributions.

4.1 Consulting Fees. Commencing on the second anniversary of the License Date and in anticipation of the opening of the resort facility to the public (the "**Opening**"), in addition to other payment obligations hereunder, the Company shall pay to WCPA consulting fees at the rate of Eight Thousand Five Hundred and 00/100 Dollars (\$8,500.00) per month (the "**Consulting Fee**") for WCPA's Consulting Services, with said Consulting Fee subject to a two percent (2%) annual increase upon each anniversary of the Opening during the Term of this

Agreement. The Parties agree to negotiate in good faith to adjust the Consulting Fee to a mutually acceptable amount if the Parties agree upon a different scope of work and time schedule for WCPA personnel to spend on Consulting Services. WCPA agrees that payment for its Consulting Services shall be owed by the Company and that all invoices for services rendered shall be sent to the Company, 1 Mohegan Sun Boulevard, Uncasville, CT 06382, Attention: President. If the Company uses WCPA for Consulting Services prior to the Opening (“**Pre-Opening Consulting Services**”), the Company shall pay WCPA for such Pre-Opening Consulting Services pursuant to the following hourly rate: \$500 per hour. Notwithstanding anything to the contrary in this Agreement, if after two (2) years from the Effective Date, the Company has not yet received an Actionable License, WCPA or the Company may either suspend performance of any services required to be performed under Section 1 hereunder until such time as the Company either receives an Actionable License or terminate this Agreement upon delivery of thirty (30) days prior written notice to Company.

4.2 Contributions toward Educational and Community Outreach. Starting on the Effective Date, the Company will commence making a minimum contribution of Fifty Thousand and 00/100 Dollars (\$50,000.00) each year to WCPA (the “**Education and Outreach Contributions**”), to be made in quarterly payments no later than thirty (30) days following the beginning of each calendar year quarter. WCPA shall use the Education and Outreach Contributions solely for the implementation of matching programs in support of educational and community outreach programs in the arts to benefit youth, schools, minorities and community groups in the Greater Boston area, including, where possible, the municipalities of Revere, Lynn, Chelsea, and Winthrop and the neighborhood of East Boston. The Company will have the right to provide guidance and input on which programs and communities are served by the Education and Outreach Contributions and the Company will have the right to receive any credit and/or naming opportunities that it requests in connection with such programs. Notwithstanding anything to the contrary in this Agreement, if, after two (2) years from the Effective Date, the Company has not yet received an Actionable License, the Company may suspend payment of any Education and Outreach Contributions under this Agreement until such time as the Company either receives an Actionable License or this Agreement is terminated.

5. Suitability and Compliance.

5.1 Suitability. It shall be a condition precedent to commencement of any services hereunder, and an ongoing requirement of WCPA hereunder, that WCPA be eligible and duly qualified to perform services for an entity that is regulated, directly or otherwise, by any federal, state or local government, including without limitation the Commonwealth of Massachusetts and its applicable political subsidiaries, agencies and departments, regarding gaming and/or must not have engaged in any activity that would reasonably be likely to make WCPA an entity or individual that may be prohibited from working for or having any interest in such regulated entity, including without limitation cause them to not meet the suitability requirements under Massachusetts General Laws Chapter 23K. If at any time the Company determines, in its reasonable discretion, that its association with WCPA could violate any statutes and regulations regarding prohibited relationships with gaming companies or establishments, or if the Company determines in good faith, in its reasonable discretion, that it would be in its best interest to terminate its relationship with WCPA in order to protect any of its gaming licenses, then prior to

terminating this Agreement, Company will deliver written notice to WCPA of such situation together with a statement of Company's position(s) reasonably describing the Company's corresponding concerns (the "**Company's Notice**"). Within three (3) business days after receipt of the Company Notice, executives of the Company and WCPA shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to attempt to resolve the situation. If after such meeting of executives, the Company continues determine, in its reasonable discretion, that its association with WCPA would violate any statutes and regulations regarding prohibited relationships with gaming companies or establishments, or if the Company determines in good faith, in its reasonable discretion, that it would be in its best interest to terminate its relationship with WCPA in order to protect any of its gaming licenses, then Company may terminate this Agreement upon thirty (30) days prior notice. WCPA agrees to complete and submit to the Company any background information forms that the Company may submit to WCPA and to undergo a background investigation to comply with Company compliance policies. If WCPA or its employees are or become required to be licensed by any federal, state, and/or local gaming regulatory agency, WCPA shall secure said licensing at its sole cost and expense, and if it fails to become so licensed or, once licensed, fails to maintain such license or fails to replace any employee who is unable to maintain such licensure, the Company may immediately terminate this Agreement. If such gaming regulatory agency disapproves of this Agreement in whole or in part, the Company may immediately terminate this Agreement.

5.2 Compliance. It shall further be a condition precedent to commencement of any services hereunder, and an ongoing requirement of WCPA hereunder, that WCPA be in compliance with federal, state and municipal laws, ordinances and regulations, including without limitation, ethics laws, campaign finance laws, election laws, gaming regulation laws, lobbying laws, and any registration, licensing and reporting requirements thereunder. Without limiting the generality of the foregoing, WCPA hereby represents and warrants that WCPA is not a public employee and no public employees hold any interest in WCPA. In addition, WCPA acknowledges and agrees that no public official shall have any interest in any fees, compensation, contributions or any other amounts paid to WCPA pursuant to this Agreement. The parties acknowledge that this Agreement does not authorize or permit WCPA to engage in Lobbying Activity on behalf of the Company. Notwithstanding the foregoing acknowledgement, WCPA understands that WCPA is responsible for determining whether WCPA is or will be engaging in activities covered by federal, state or local lobbying or gaming registration and reporting requirements, and if so, to register and report as required by law and to assist the Company with its related obligations, if any. The terms and conditions of this Section 5.2 shall hereinafter be referred to as the "**Compliance Requirement**".

5.3 501(c)(3) Status. It shall further be a condition precedent to commencement of any services hereunder, and an ongoing requirement hereunder, that no circumstances exist, no transaction or activity is presently contemplated or under consideration, and no transaction or activity shall be carried out, that is reasonably likely to adversely affect WCPA's exemption from federal income tax under Section 501(c)(3) of the Code, as amended (its "**501(c)(3) status**"). The parties acknowledge that this Agreement does not authorize or permit Mohegan, on behalf of WCPA (1) to engage in Lobbying Activity, as defined herein, (2) to carry on propaganda or otherwise attempt to influence legislation or (3) to participate in or intervene in

(including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office. If at any time WCPA determines, in its reasonable discretion, that its association with Mohegan could adversely affect its 501(c)(3) status, or if WCPA determines in good faith, in its reasonable discretion, that it would be in its best interest to terminate its relationship with Mohegan in order to protect its 501(c)(3) status, WCPA may terminate this Agreement upon delivery of thirty (30) days prior written notice.

6. Audit Rights. Upon fourteen (14) days advance written notice to WCPA by the Company, the Company may audit any fees and expense charges claimed by WCPA to determine compliance with the appropriate provisions of this Agreement. Such audit will be at the Company's expense and conducted in such a manner as to minimize any negative impact on WCPA's normal business operations. If WCPA refuses to comply with such audit request, then the Company will have no obligation to pay the disputed fees or expenses. If the results of the audit disclose that the Company was overcharged for such fees and expenses, the overcharge shall be rectified and the cost of the audit shall be borne by WCPA. Both the reconciliation of the overcharge and the audit cost may be offset against all outstanding fees and invoices at the Company's option.

7. WCPA Board of Directors. Immediately upon the License Date, the Company will have the right to nominate one of its owners, officers, board members or executives (or, at the Company's option, a representative of Mohegan Gaming Advisors) to the Board of Directors of WCPA. Upon the Company notifying WCPA whom it chooses to nominate on the WCPA Board of Directors, WCPA shall promptly elect and/or install such person to its Board of Directors and said person will serve under the corporate organizational and governing documents of WCPA for the Term or until replaced by the Company with a different person who shall serve in his/her place and any such director shall be subject to the same requirements as other Directors of WCPA. Notwithstanding anything herein to the contrary, upon any termination of the Agreement, WCPA may remove the Company's Director on the WCPA Board of Directors from the WCPA Board of Directors.

8. Termination. The Company may terminate the Agreement upon written notice to WCPA if WCPA breaches any material provision of this Agreement, including without limitation the Suitability Requirement and/or Compliance Requirement set forth herein, and WCPA fails to cure such breach within thirty (30) days after receiving written notice from Company which describes such breach in reasonable detail. The Company also may terminate this Agreement upon thirty (30) days' prior written notice to WCPA if (a) the Company does not receive a license from the Commission to operate a category 1 gaming establishment pursuant to Chapter 23K, (b) the Company's license to operate a category 1 gaming establishment is suspended, revoked or terminated or (c) Chapter 23K no longer requires applicants and/or gaming establishment licensees to enter into agreements with impacted live entertainment venues such as is currently required by Section 15(10) of Chapter 23K. WCPA may terminate this Agreement upon written notice to Company if Company breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice from WCPA which describes such breach in reasonable detail.

9. Cooperation. WCPA shall use its best efforts in the performance of its obligations under this Agreement. Mohegan shall provide such access to its information and property as may be reasonably required in order to permit WCPA to perform its obligations hereunder. WCPA shall cooperate with the Company's and Mohegan Gaming Advisors' personnel, shall not interfere with the conduct of the Company's and or Mohegan Gaming Advisors' business and shall observe all rules, regulations and security requirements of the Company and Mohegan Gaming Advisors concerning the safety of persons and property.

10. Confidential Information.

10.1 Treatment of Confidential Information.

(a) “**Confidential Information**” shall mean all non-public information or material of a Party, whether revealed orally, visually, or in tangible or electronic form disclosed or otherwise made available by either party (the “**Disclosing Party**”) that the Disclosing Party has either marked as confidential or proprietary, has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party (the “**Receiving Party**”), is considered confidential under applicable law or should otherwise be understood to be confidential; provided, however, that information related to or regarding a Disclosing Party's present or future business plans, strategies, technology, research and development, current and prospective customers (including such customers' names or quantity), billing records, and products or services shall be deemed Confidential Information of the Disclosing Party even if not so marked or identified, unless such information was (i) is the subject of any of the exceptions set forth in Section 10.1. Information will not be deemed Confidential Information if such information was (i) already rightfully known to the Receiving Party at the time of disclosure by Disclosing Party; (ii) is in or has entered the public domain through no breach of this Agreement or other wrongful act of the Receiving Party; (iii) has been rightfully received by Receiving Party from a third party not under obligation of confidentiality to Disclosing Party and without breach of this Agreement; or (iv) is independently developed by Receiving Party.

(b) In connection with any services provided pursuant to this Agreement, each Party acknowledges that it will have access to Confidential Information of the other Party. Each Receiving Party agrees not to use the Confidential Information of the Disclosing Party in any way, for its own account or the account of any third party, except to perform its obligations and exercise its rights specifically set forth in this Agreement. The Receiving Party shall not disclose the Confidential Information of the other Party except on a “need to know basis” and only for purposes specifically authorized herein, and then only to (i) its employees or officers, provided, however that each such employee or officer has entered into a confidentiality agreement, with terms no less restrictive than the terms hereof; (ii) affiliates of the Receiving Party only if approved by the Disclosing Party and provided that such affiliates shall be restricted in use and re-disclosure of Confidential Information to the same extent as the Receiving Party, and provided further that the affiliate's employees or officers have each entered into a confidentiality agreement with terms no less restrictive than the terms hereof; (iii) to subcontractors, only if approved by the Disclosing Party and provided further that the subcontractors and each of their employees and officers have entered into a confidentiality agreement with terms no less restrictive than the terms hereof; (iv) to independent contractors, agents, and consultants hired or

engaged by the Disclosing Party, provided, however, that the Disclosing Party has instructed the Receiving Party to provide such information, or if the Receiving Party has confirmed that all such persons are subject to a confidentiality agreement, with terms no less restrictive than the terms hereof. The Receiving Party shall use its best efforts to inform its employees and independent contractors of their obligations hereunder and further to monitor their compliance herewith. Any improper disclosure of Confidential Information shall be treated as a breach by the Receiving Party. Each Receiving Party agrees to use reasonable measures to protect the confidentiality of the other Party's Confidential Information, including implementing and enforcing procedures to minimize the possibility of unauthorized use or copying of such Confidential Information. Each Receiving Party will not allow any authorized person access to the Disclosing Party's Confidential Information.

10.2 Parties' Rights in Confidential Information. Each Party shall retain all right, title and interest in and to its Confidential Information. Nothing herein shall be construed as a grant by one Party to the other Party of any rights in and to a Party's Confidential Information. Any use, disclosure, reproduction, or transfer of all or part of Confidential Information, or copies or compilations thereof, except in accordance with these provisions is strictly prohibited.

10.3 Compelled Disclosure. In the event the Receiving Party is legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or other legal process) or required (pursuant to federal, state, or local tax or other legal reporting requirements) to disclose any Confidential Information of the disclosing Party, then the Receiving Party shall provide the Disclosing Party with prompt prior written notice so that the disclosing Party may seek a protective order or other appropriate remedy, and the Receiving Party shall reasonably cooperate with the disclosing Party's efforts to obtain such relief at no cost to the receiving Party. In the event the Disclosing Party does obtain such protective order or other remedy, the Receiving Party shall make disclosure only to the extent required.

10.4 Violation. If the Receiving Party becomes aware of any actual or impending act by any person or entity that is or might be in violation of any of the restrictions herein with respect to use, disclosure, or copying of Confidential Information, then the Receiving Party shall notify the Disclosing Party immediately and shall work with the disclosing Party to remedy the situation. This provision shall not limit any other remedy (including injunctive relief) that may be available to Disclosing Party herein or at law or equity.

10.5 Injunctive Relief. The Parties acknowledge that disclosure of any Confidential Information by the Receiving Party will give rise to irreparable injury to the disclosing Party or the owner of such information and, as a matter of law, such injury is inadequately compensable in damages. Accordingly, the Disclosing Party or such other party may seek and obtain injunctive relief against the breach or threatened breach of the covenants contained herein, in addition to any other legal remedies which may be available.

10.6 Return of Confidential Information. At any time upon the request of the Company or Mohegan Gaming Advisors, WCPA shall return all Company or Mohegan Gaming Advisors' Confidential Information (and all copies and derivative works thereof made by or for WCPA) in the possession of WCPA or in the possession of any third party over which WCPA has or may exercise control and further shall delete or erase such Confidential Information,

copies and derivative works thereof, from computer systems in the possession or control of WCPA or any third party acquiring the Company or Mohegan Gaming Advisors Confidential Information from WCPA. The Company or Mohegan Gaming Advisors shall have the right to require WCPA to verify, to the Company's or Mohegan Gaming Advisors' satisfaction, that all Confidential Information has been returned or deleted. WCPA shall not retain Confidential Information without express approval from the Company or Mohegan Gaming Advisors. WCPA agrees to fully cooperate with Company or Mohegan Gaming Advisors requests for verification of WCPA's compliance with the terms hereof. Verification may include the Company or Mohegan Gaming Advisors conducting an on-site audit of WCPA systems and facilities and/or WCPA executing a sworn affidavit stating that it does not have in its possession or under its control any other documents, contracts, computer code, computer data or other materials, in tangible or electronic form, that pertain to Company or Mohegan Gaming Advisors Confidential Information. WCPA is responsible for security of the data processed and for appropriate business continuity in the event of a major disaster or system failure.

10.7 Confidential Nature of This Agreement. The Parties agree that the existence of, and the terms and provisions of, this Agreement shall remain confidential (except to the extent it is necessary for either Party to share the information herein on a "need to know basis" with its employees, board members, officers, attorneys or agents) and except if a Party is legally compelled to disclose such terms and conditions pursuant to Section 10.3) until the Parties mutually decide when, how and the specific details of the release any information pertaining to the Agreement to third parties or to the public.

11. Ownership of Intellectual Property.

11.1 Each Party shall retain sole and exclusive right, title and interest in its work product, works-in-progress, notes, data, reference materials, memoranda, documentation and records in any way incorporating or reflecting its Confidential Information as well as all software, programs, parts, business methods, materials, inventions, trade secrets or other products owned by that Party as of the Effective Date or which is hereafter developed by that Party independent of this Agreement, all of which shall be deemed "**Intellectual Property**", and all enhancements and modifications made to Intellectual Property pursuant to this Agreement. As used herein, Intellectual Property includes all patents, copyrights, rights of reproduction, alteration, modification, derivative works and reuse, and other interests relating thereto.

11.2 Unless specifically agreed as otherwise by the Parties upon WCPA providing such materials to the Company, all products, documents, materials, services (and the results thereof), works of authorship, inventions, designs, drawings, products, formulas, or other work product or intellectual property provided by WCPA to the Company pursuant to this Agreement (the "**Deliverables**") shall be the sole and exclusive property of the Company, and WCPA hereby (i) irrevocably assigns, transfers and conveys, to the fullest extent permitted by applicable law, all right, title and interest in and to the Deliverables on a worldwide basis (including, without limitation, rights under patent, copyright, trademark, trade secret, unfair competition and related laws) to the Company or such other Affiliate as Company shall designate, to the extent ownership of any such rights does not automatically vest in the Company under applicable law, and (ii) waives any moral rights therein to the fullest extent permitted under applicable law.

WCPA shall execute any further documents and take any further actions requested by the Company to assist the Company in validating, effectuating, maintaining, protecting, enforcing, perfecting, recording, patenting or registering any of its right, title and interest in or to the Deliverables. As used herein, “**Deliverables**” expressly excludes any intellectual property or tangible embodiments thereof which are developed, created or licensed by or on behalf of WCPA prior to the date of this Agreement or created independently of the services or obligations performed by or on behalf of WCPA under this Agreement or any derivative works of any of the foregoing (collectively, “**WCPA IP**”). To the extent that any Deliverables incorporate any WCPA IP, WCPA, grants the Company a worldwide, non-exclusive, irrevocable, perpetual, royalty-free license to use WCPA’s IP as incorporated or necessary in conjunction with any such Deliverables.

11.3 WCPA agrees that it shall have no right to, or interest in, the names “Suffolk Downs,” “Mohegan Gaming Advisors” or any registered service mark or trademark of the Company, Mohegan Gaming Advisors or any of their Affiliates, and WCPA shall not, in any manner, use such words or marks, in the promotion of WCPA’s business without the express prior written consent of the Company. Mohegan agrees that it shall have no right to, or interest in, the names “Wang Center For the Performing Arts,” “Citi Performing Arts Center” or any registered service mark or trademark of the WCPA, and neither Company, nor Mohegan Gaming Advisors nor any of their Affiliates, will, in any manner, use such words or marks, in the promotion of any of their respective businesses without the express prior written consent of WCPA.

12. Representations and Warranties.

12.1 Each Party represents and warrants to the other Party that it has all requisite power and authority to bind its respective organization to this Agreement, and that this Agreement has been duly executed and delivered by authorized individuals of each Party and constitutes a valid, legal and binding agreement.

12.2 Each Party further represents and warrants to the other Party that its execution, delivery and performance of this Agreement does not and will not conflict with or violate any agreements between such Party and any other party.

12.3 WCPA represents and warrants that all services provided herein will be performed by qualified and skilled individuals in a timely and professional manner, in conformity with standards generally accepted in WCPA’s industry.

13. Certain Duties and Obligations of WCPA.

13.1 Working on Company Property. WCPA may enter the property of the Company or an Affiliate ordering services under this Agreement only during hours designated by the Company or such Affiliate for the purpose of performing such services. WCPA shall ensure that its employees and representatives (i) do not obstruct or interfere with the freedom or pleasure of guests or employees of the Company or an Affiliate when performing services under this Agreement, (ii) comply with all applicable laws when performing the such services, including the Occupational Safety and Health Act and all applicable workplace safety and health standards

and regulations, (iii) comply with all policies of the Company or Affiliates applicable to the workplace where any services required under this Agreement are to be performed, to the extent that Company has provided WCPA with written notice of such policies, and (iv) comply with any verbal instructions communicated to WCPA while onsite. WCPA shall perform the services set forth herein with professional due care and in accordance with prevailing industry standards and the requirements of this Agreement.

13.2 Employee Permits, Taxes and Benefits. WCPA is responsible to obtain all necessary permits to allow WCPA and/or its employees and other representatives to perform the services required by this Agreement, including but not limited to any licenses, visas, or work permits (“**Employee Permits**”). WCPA is solely responsible to pay all health insurance, employment and payroll taxes or other payments, unemployment benefits, taxes (federal and state) and workers compensation for its employees and other representatives (collectively, the “**Taxes and Benefits**”) and agrees to indemnify, hold harmless and defend the Company to the extent of any obligation imposed on the Company to pay or provide any of the Taxes and Benefits, including interest and penalties thereon, or that are imposed in the event WCPA is determined not to be an independent contractor; or to the extent any fines or penalties are imposed as a result of WCPA’s failure to obtain any required Employee Permits.

13.3 WCPA’s Employees. WCPA shall, at all times, be responsible for the actions of its employees in connection with its obligations under this Agreement. WCPA’s employees shall comply with the Company’s security procedures as communicated by the Company, and the Company may exclude any employee or other representative of WCPA from the property of the Company or any Affiliate for any reason at any time, in its sole discretion. WCPA shall be responsible for reasonable and customary background screening of any employees with responsibilities related to WCPA’s performance hereunder, including but not limited to those employees with access to the property, or Confidential Information, of the Company or any Affiliate. WCPA shall use its best efforts to assist and cooperate with any (a) third party audit, (b) criminal investigation or investigation by a regulatory agency, or (c) internal investigation by Company security involving any of WCPA’s employees.

14. Insurance. WCPA will maintain the insurance set forth on Schedule 14 at all times during the Term.

15. Indemnification.

15.1 Each Party shall defend, indemnify and hold the other Party, and their respective parents, subsidiaries, affiliated entities, and each of their respective officers, directors, executives and employees, harmless from any and all claims to the extent arising out of the indemnifying party’s gross negligence or willful misconduct, by any person and any judgments, losses, expenses, awards, demands, liability and any costs related thereto (including but not limited to attorney’s fees, court costs, costs of appeal and expert witness fees) that a court finally awards or that are agreed to in a written settlement (approved by both Parties) as a result of:

- (a) any claim, action or proceeding brought against any Party or any Affiliate arising out of the services provided under this Agreement alleging infringement or

misappropriation of patent, copyright, trademark, trade secret or other intellectual property rights;

- (b) the breach by any Party of any of their respective representations, warranties, covenants, obligations or conditions contained in this Agreement;
- (c) any claim resulting from any data or system security breach by an employee of any Party or an Affiliate
- (d) death or injury arising out of the indemnifying Party's negligent acts or omissions; or
- (e) damage to tangible personal property arising out of the indemnifying Party's negligent acts or omissions.

15.2 The foregoing indemnity will be provided, subject to the Party to be indemnified, by:

- (a) promptly notifying the indemnifying Party in writing of the claim; and
- (b) allowing the indemnifying Party to control the defense and reasonably cooperating with the indemnifying Party in the defense and any related settlement negotiations, with the Party to be indemnified having the right to approve any such settlement, such approval not to be unreasonably withheld except for specific performance, in which case the indemnified Party may withhold approval in its sole discretion.

16. Limitation of Liability. EXCEPT FOR LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS IN SECTION 15 OF THIS AGREEMENT, A BREACH OF THE MUTUAL OBLIGATIONS OF CONFIDENTIALITY SET FORTH IN SECTION 10 OF THIS AGREEMENT AND/OR A BREACH OF THE EXCLUSIVITY OBLIGATIONS SET FORTH IN SECTION 17 BELOW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST DATA, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES, EVEN IF A REPRESENTATIVE OF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Exclusivity. Mohegan, and its agents and affiliates, agree not to negotiate with, accept an offer from, grant an offer or option to, or enter into any agreement with any other third party for (i) Venue Management Services at ticketed live entertainment venues at the Project or (ii) the first option right to hold Off-Site Company Events pursuant to the terms and provisions which are the same as or substantially similar as those of Section 2.2(a) hereof. WCPA and its agents and affiliates agree not to negotiate with, accept an offer from, grant an offer or option to, or enter into any agreement with any applicant, or potential applicant, for any gaming license governed by Chapter 23K concerning any of the services or other matters set forth in this Agreement, including, but not limited to, any agreement meant to serve as an agreement between a so-called "impacted live entertainment venue" and an applicant as called for under Section

15(10) of Chapter 23K. Notwithstanding anything to the contrary herein, the Company has the right to negotiate with, accept an offer from, grant an offer or option to and enter into agreements with (a) any potentially impacted nonprofit and/or municipally owned venues in so-called Region A (as defined by Section 19(a) of Chapter 23K) and (b) any other live entertainment venue that the Commission is likely to consider is, or could be, impacted by the Project. Notwithstanding the foregoing or any provision of this Agreement to the contrary, Mohegan or any affiliate shall have the right at all times, in its sole discretion, to schedule, book and hold performances, whether ticketed, free or otherwise, at any location managed, booked or operated by Mohegan wherever located; provided, however, that WCPA shall be entitled to provide the Venue Management Services, receive payment for Approved Venue Staffing Costs and receive payment for its Management Fee for Management and Oversight Services with respect to any such performances scheduled, booked or operated by Mohegan or its affiliates within so-called Region A (as defined by Section 19(a) of Chapter 23K) in accordance with Section 2.1 of this Agreement and the Venue Management Services Agreement. The Parties' rights and obligations set forth in this Section 17 shall survive for the duration of the Term of this Agreement.

18. Miscellaneous.

18.1 Services Not Delegable. WCPA recognizes that the Company has entered into this Agreement with WCPA in the expectation that WCPA (or a wholly owned subsidiary of WCPA) will render all of the services to be furnished without delegating the obligation to perform such services to subcontractors or others, except with the prior written consent of the Company, which consent shall be within the Company's sole and absolute discretion, and WCPA understands that payment for services of any such subcontractor or other is to be due only where such prior written approval has been given.

18.2 Certain Entertainment Venues at the Project. Mohegan acknowledges that Section 9(a) of Chapter 23K limits the size of indoor live entertainment venues at the Project to those having fewer than 1,000 seats or more than 3,500 seats. Furthermore, (i) Mohegan hereby states that it has no current plans (either as part of the Category 1 License application process or afterwards) to submit any proposals to the Commission concerning the construction of any indoor live entertainment venues in excess of 1,000 seats at the Project and (ii) Mohegan hereby agrees to confer with WCPA prior to any change in Project plans (at any point during the Term of this Agreement) that would include an indoor live entertainment venue with between 1,000 and 3,500 seats or in excess of 3,500 seats, with the understanding that WCPA shall have the option to manage and staff any such indoor live entertainment venue as provided for in Section 2.1 of this Agreement.

18.3 Mohegan Gaming Advisors. Pursuant to a Gaming Facility Management Agreement between the Company and Mohegan Gaming Advisors, Mohegan Gaming Advisors is authorized by the Company to exercise any of the Company's rights under this Agreement and fulfill any of the Company's obligations under this Agreement. WCPA recognizes Mohegan Gaming Advisors' relationship with the Company related to the matters included in this Agreement and agrees that Mohegan Gaming Advisors has the right to exercise the rights of the Company set forth herein and may discharge the Company's obligations set forth herein, so long as the Company remains ultimately responsible for the performance of all Company obligations

hereunder. All as consistent with this Agreement, it is understood that the relationship between the Company, WCPA and Mohegan Gaming Advisors during the Term of this Agreement is meant to be collaborative and that the Parties will not compete with each other during said Term.

18.4 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, both Parties and their respective successors and assigns, provided, however, that (i) the obligations of WCPA are personal and shall not be assigned by WCPA, and (ii) the Company may at its sole discretion at any time assign its rights and obligations hereunder to any business entity with which, or into which, the Company may be merged or which may succeed to its assets or business or to any business entity in which it owns a substantial equity interest or which owns a substantial equity interest in it.

18.5 Independent Contractor Status. WCPA shall perform all services under this Agreement as an “independent contractor” and not as a partner, co-venturer, employee or agent of Mohegan. WCPA is not authorized to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, Mohegan or to bind Mohegan in any manner. WCPA shall be responsible for paying all taxes when due under or with respect to this Agreement and its services hereunder; and WCPA shall indemnify Mohegan and hold it harmless from and against any and all costs, expenses and penalties incurred by Mohegan in relation to taxes payable upon compensation for services hereunder and any failure of WCPA to comply with all applicable laws, regulations and governmental orders. The Company shall pay, in connection with the preparation, execution and delivery of this Agreement, the reasonable fees and out-of-pocket expenses for WCPA’s legal counsel (“**WCPA Legal Fees**”), provided that WCPA provide written documentation supporting such fees to the Company and that the Company’s reimbursement for such WCPA Legal Fees shall not exceed Twenty-Five Thousand Dollars (\$25,000).

18.6 Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery or upon deposit in the United States Post Office, by registered or certified mail, postage prepaid, addressed to the other party at the address shown below, or at such other address or addresses as either party shall designate to the other.

If to Mohegan:

Mohegan Sun Massachusetts, LLC
1 Mohegan Sun Boulevard
Uncasville, CT 06382
Attn: President

With copies to:

Mohegan Gaming Advisors
1 Mohegan Sun Boulevard
Uncasville, CT 06382
Attn: Vice President, General Counsel and Secretary

If to WCPA:

Citi Performing Arts Center
270 Tremont Street
Boston, MA 02116
Attn: Josiah A. Spaulding, Jr.

With a copy to:

DLA Piper LLP (US)
33 Arch Street, 26th Floor
Boston, MA 02110
Attn: Brian Awe

18.7 Entire Agreement. This Agreement constitutes the entire agreement between the Mohegan and WCPA (and any affiliates, employees or owners of WCPA) and supersedes all prior agreements, side letters and understandings, whether written or oral, whether now in effect or ever in effect.

18.8 Amendment. This Agreement may be amended or modified only by a written instrument executed by both the Company and WCPA.

18.9 Governing Law. This Agreement is intended to have effect as an instrument executed under seal and shall be construed, interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts. Each of the Parties hereto hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the Commonwealth of Massachusetts and of the United States of America located in Boston, Massachusetts for any litigation among the Parties hereto arising out of or relating to this Agreement.

18.10 Waiver. No delay or omission by the Company in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

18.11 Captions. The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

18.12 Severability. In the event that any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

18.13 Counterparts; Facsimile. This Agreement may be executed and delivered in two or more counterparts, including by facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18.14 Interpretation. This Agreement is to be deemed to have been prepared jointly by the Parties hereto, and if any inconsistency or ambiguity exists herein, it shall not be interpreted against either Party, but according to the application of rules of the interpretation of contracts. Each Party has had the availability of legal counsel with respect to its execution of this Agreement.

18.15 Attorneys' Fees. In the event either Party brings an action against the other to enforce the terms and conditions of this Agreement or any work performed pursuant to this Agreement, or to defend an action brought by the other Party, the prevailing Party in such action shall be reimbursed by the other Party for such costs as may be incurred in such action and any appeal from judgment, including reasonable attorney's fees, court costs and expert witness fees.

18.16 Equitable Remedies. WCPA agrees that any breach of this Agreement is likely to cause the Company substantial and irrevocable damage which is difficult to measure. Therefore, in the event of any such breach or threatened breach, WCPA agrees that the Company, in addition to such other remedies which may be available, shall have the right to obtain an injunction from a court restraining such a breach or threatened breach and the right to specific performance of the provisions of this Agreement and WCPA hereby waives the adequacy of a remedy at law as a defense to such relief.

18.17 Amended and Restated Agreement. This Agreement amends, restated and supersedes in its entirety that certain Entertainment Services and Collaboration Agreement (the "**Prior Agreement**") dated November 14, 2012 by SSR, Caesars Massachusetts Management Company, LLC, a Delaware limited liability company, and WCPA. SSR, for good and valuable consideration, hereby joins in this Agreement to confirm the same. SSR and WCPA hereby further confirm and agree that Mohegan shall in no event be bound to perform, nor be liable or otherwise responsible for, any obligations under the Prior Agreement, and agree to hold Mohegan harmless from and against any and all damages, loss, cost, claim or expense incurred by, or asserted against, Mohegan with respect to the Prior Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

MOHEGAN SUN MASSACHUSETTS, LLC, a
Massachusetts limited liability company

By: David A. Rome
Name: ~~Mitchell G. Etess~~ David A. Rome
Title: ~~Manager~~ Secretary

**WANG CENTER FOR THE PERFORMING ARTS,
INC.**, a Massachusetts nonprofit corporation

By: _____
Name: Josiah A. Spaulding, Jr.
Title: President & CEO

MGA GAMING MA, LLC, a Delaware limited
liability company

By: David A. Rome
Name: ~~Mitchell G. Etess~~ David A. Rome
Title: ~~Manager~~ Secretary

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

MOHEGAN SUN MASSACHUSETTS, LLC, a
Massachusetts limited liability company

By: _____
Name: Mitchell G. Etess
Title: Manager

**WANG CENTER FOR THE PERFORMING ARTS,
INC.**, a Massachusetts nonprofit corporation

By: _____
Name: Josiah A. Spaulding, Jr.
Title: President & CEO

MGA GAMING MA, LLC, a Delaware limited
liability company

By: _____
Name: Mitchell G. Etess
Title: Manager

JOINDER OF SSR

SSR hereby joins in this Agreement solely for the limited purposes set forth in Section 18.17.

STERLING SUFFOLK RACECOURSE, LLC,
a Massachusetts limited liability company

By: William J. Mulrow
Name: William J. Mulrow
Title: Chair, Board of Directors

Schedule 14

Insurance Requirements

WCPA will maintain at all times during the term of the agreement, insurance for claims which may arise from, or in connection with, services performed / products furnished by WCPA, their agents, representatives or employees with coverage at least as broad and with limits of liability not less than those stated below.

I. Workers Compensation:

- Workers compensation coverage: Statutory limits
- Prior to the commencement of any Venue Management Services, the Parties will agree to the amount of coverage for WCPA volunteers

II. Employers Liability Insurance

- Prior to the commencement of any Venue Management Services, the Parties will agree to the amount of coverage for WCPA volunteers
- Limits: \$1,000,000 each accident
 \$1,000,000 disease, each employee
 \$1,000,000 disease, policy limit

III. General Liability Insurance

- Limits: \$1,000,000 per occurrence
 \$2,000,000 aggregate
- Products / Completed Operations
- Blanket Contractual Liability
- Independent Contractor Liability
- Broad form property damage
- Cross liability, severability of interests
- Personal and advertising injury
- Medical Expense Coverage
- Fire Legal Liability / Damage to Rented Premises
- Liquor Legal / Dram shop if services include selling or serving alcohol
- Insurer must agree not to invoke any defense of immunity due to nonprofit status of WCPA to limit indemnification for Company or Mohegan Gaming Advisors

IV. Automobile Liability Insurance

- Liability limits: \$1,000,000 combined single limit each accident
 \$1,000,000 Uninsured and Underinsured motorist
- Covers all owned, hired, non-owned
- Definition of employee to be amended to include volunteer

V. Umbrella Liability Insurance

- Limits: \$5,000,000 per occurrence and aggregate
- Provides excess limits over and in addition to General Liability, Automobile Liability, and Employers Liability coverages
- Coverage shall be no more restrictive than the applicable underlying policies

VI. Employment Practices Liability Insurance

- Limits: \$5,000,000 per occurrence
- Coverage for claims arising from discrimination, sexual harassment, wrongful termination of employment (including retaliatory or constructive discharge), and hostile work environment
- Coverage to specifically include volunteers as employees
- Include Third Party Coverage

VII. Crime / Employee Dishonesty Insurance

- Limits: \$1,000,000 per occurrence
- Definition of employee to specifically include volunteers
- Coverage for third party liability

VIII. Directors and Officers Liability Insurance

- Limits: \$5,000,000 each claim
- Coverage for damages and claims expense arising from Acts, Errors, or Omissions of the Insured and the Insured's employees and volunteers related to all products and services of WCPA
- Coverage for liability arising from the failure to protect or the loss or disclosure of private / confidential information
- Coverage must be kept in force for at least two years after termination of this agreement or an extended reporting period option of at least 2 years must be purchased

Evidence of Insurance:

Before the effective date of this Agreement, immediately upon the expiration or replacement of any coverage above, and upon request, WCPA shall provide the Company and Mohegan Gaming Advisors with a Certificate of Insurance in accordance with the foregoing and referencing the services to be provided.

General Terms:

All policies of insurance shall

- 1) provide for not less than thirty (30) days prior written notice of cancellation to the Company and Mohegan Gaming Advisors, except in cases of cancellation for non-payment
- 2) have a minimum A.M. Best rating of A-VII,
- 3) be primary and non-contributory with respect to any insurance of self-insurance program of the Company or Mohegan Gaming Advisors, and
- 4) provide a waiver of subrogation in favor of the Company and Mohegan Gaming Advisors, or WCPA as appropriate.

WCPA further agrees that it will make good faith efforts to inquire into whether subcontractors or sub-vendors engaged by the WCPA carry like and similar insurance with the same additional insured requirements.

Additional Insureds:

Insurance required to be maintained by WCPA pursuant to this Section (excluding workers compensation) shall name *the Company and Mohegan Gaming Advisors, including their parents, affiliates and subsidiaries, and their respective agents, officers, members, directors, employees, successors and assigns, as additional insureds*. The coverage for an Additional Insured shall apply on a primary basis and shall be to the full limits of liability purchased by WCPA, even if those limits are in excess of those required by this Agreement.

Failure to Maintain Insurance:

Failure to maintain the insurance required in this section will constitute a material breach and may result in termination of this Agreement at the Company or Mohegan Gaming Advisors' option.

Representation of Insurance:

By requiring the insurance as set out in this section, the Company and Mohegan Gaming Advisors do not represent that coverage and limits will necessarily be adequate to protect WCPA, and such coverage and limits shall not be deemed as a limitation on WCPA's liability under the indemnities provided to the Company and Mohegan Gaming Advisors in this Agreement, or any other provision of the Agreement.