

MASSACHUSETTS GAMING COMMISSION
CATEGORY 2 COMMUNITY AGREEMENT
PURCHASING COMMITMENTS



Excerpts of Sections Relative to Purchasing as Contained in Host and Surrounding Community Agreements

PPE CASINO RESORTS

Leominster Host Community Agreement**3. Local Vendor Preference**

PPE shall make a good faith effort to utilize local contractors and suppliers for the construction and future operations of the Project and shall afford such opportunities to local vendors when such contractors and suppliers are properly qualified and price competitive. Such efforts shall include actively soliciting bids from City vendors through local advertisements, coordination with the City Chamber of Commerce and such other reasonable measures as the City may from time to time request. PPE also agrees to make reasonable efforts to utilize women-owned and minority-owned vendors within the City.

Bolton, Fitchburg, Lunenburg, Princeton, Lancaster, Townsend, Westminster Surrounding Community Agreements [all identical]**3. Vendor Preference**

Subject to its obligations to the Host Community under the Host Community Agreement and any applicable state statutes or regulations, PPE shall make a good faith effort to utilize local contractors and suppliers for construction and future operations of the Project and shall afford such opportunities to local vendors when such contractors and suppliers are properly qualified and price competitive. Such efforts shall include, where appropriate as determined by PPE, actively soliciting bids from vendors from surrounding communities through local advertisements and coordination with the North Central Massachusetts Chamber of Commerce and the Nashoba Valley Chamber of Commerce. PPE reserves the right to determine the best qualified contractors and suppliers for any particular service and to determine, in its sole discretion, whether any contractor or supplier meets the qualifications required by PPE.

RAYNHAMPARK

Raynham Host Community Agreement

5. Local Hiring and Purchasing Preference. Subject to any requirements under or inconsistencies with state or federal law, and subject to the terms and conditions set forth herein and to its application for a Category 2 gaming license being approved by the Massachusetts Gaming Commission and affirmed upon final appeal, Raynham Park shall work in good faith with the Town to:

(i) employ (or cause its contractors to employ) residents of the Town during the construction and operation of the proposed gaming establishment, provided that such residents are qualified for employment and satisfy any suitability requirements imposed by state law or the Massachusetts Gaming Commission; and (ii) purchase goods and services from local vendors provided that the cost and quality of those goods and services is competitive with competitors and the vendors satisfy any suitability requirements imposed by state law or the Massachusetts Gaming Commission.

Prior to hiring/retaining contractors, subcontractors or servicers in connection with construction of the project, Raynham Park shall advertise and hold at least one event for Raynham residents at venues to be approved by the Town, at which Raynham Park will publicize its construction needs and explain to attendees the process by which they may seek to be hired in connection with construction of the project.

Prior to beginning the process of hiring employees (other than internally transferred Raynham Park employees) for the project, Raynham Park shall advertise and hold at least one event for Raynham residents at venues to be approved by the Town, at which Raynham Park will publicize its hiring needs and explain to attendees the process by which they may seek to be hired in connection with the project.

Raynham Park shall provide to the Town an annual report beginning in the month of January immediately following commencement of operations of the Category 2 gaming establishment at the Premises and for each successive year thereafter. Said annual report shall include full and part time employment levels by Raynham Park and project tenants at the beginning and end of the reporting period and the number of Raynham residents hired by Raynham Park and project tenants.

Raynham Park shall make a good faith efforts to utilize local contractors and suppliers for the construction and future operations of the project and shall afford such opportunities to local vendors when such contractors and suppliers are properly qualified and price competitive. Such efforts shall include actively soliciting bids from Raynham vendors through local advertisements, coordination with the Taunton Area Chamber of Commerce and such other reasonable measures.

Recognizing that many of the former employees at the now closed Raynham Dog Track at the Premises who were laid off as a result of such closure reside in the greater Raynham area, Raynham Park also agrees to give preference to those qualified former employees of the Raynham Dog Track in the hiring of employees for the Category 2 gaming establishment

Berkley, Lakeville, Rehoboth, Stoughton Nearby Community Agreement

None.

Middleborough Surrounding Community Agreement

4. Local Hiring and Purchasing Preference. Subject to any requirements under or inconsistencies with any applicable state or federal law, and to any similar local hiring and preference provisions in the Host Community Agreement and any other Surrounding Community Agreements executed prior to the execution of this Agreement, and subject further to the terms and conditions set forth herein and to its application for a Category 2 gaming license being approved by the Massachusetts Gaming Commission and affirmed upon final appeal, Raynham Park shall work in good faith with the Town to: (i) employ (or cause its contractors to employ) residents of the Town during the construction and operation of the proposed gaming establishment, provided that such residents are qualified for employment and satisfy any suitability requirements imposed by state law or the Massachusetts Gaming Commission; and (ii) purchase goods and services from local vendors provided that the cost and quality of those goods and services is competitive with competitors and the vendors satisfy any suitability requirements imposed by state law or the Massachusetts Gaming Commission.

Prior to hiring/retaining contractors, subcontractors or servicers in connection with construction of the project, Raynham Park shall advertise and hold at least one event for Middleborough residents, at a venue to be approved by the Town, at which Raynham Park will publicize its construction needs and explain to attendees the process by which they may seek to be hired in connection with construction of the project. Prior to beginning the process of hiring employees (other than internally transferred Raynham Park employees) for the project, Raynham Park shall advertise and hold at least one event for Middleborough residents, at a venue to be approved by the Town, at which Raynham Park will publicize its hiring needs and explain to attendees the process by which they may seek to be hired in connection with the project.

Raynham Park shall make a good faith effort to utilize local contractors and suppliers for the construction and operation of the project and shall afford such opportunities to local vendors when such contractors and suppliers are properly qualified and price competitive. Such efforts shall include actively soliciting bids from Middleborough vendors through local advertisements, coordination with the Middleborough Area Chamber of Commerce, and other such reasonable measures.

Raynham Park agrees that it will include as part of its reward/frequent guests/loyalty or similar such programs voucher/gift certificates to Middleborough businesses. Raynham Park commits to purchase and issue at least \$5,000.00 in such voucher/gift certificates annually.

Taunton Surrounding Community Agreement

4. Local Hiring and Purchasing Preference. Subject to any requirements under or inconsistencies with any applicable state or federal law, and to any similar local hiring and preference provisions in the Host Community Agreement and any other Surrounding Community Agreements executed prior to the execution of this Agreement, and subject further to the terms and conditions set forth herein and to its application for a Category 2 gaming license being approved by the Massachusetts Gaming Commission and affirmed upon final appeal, Raynham Park shall work in good faith with the City to: (i) employ (or cause its contractors to employ) residents of the City during the construction and operation of the proposed gaming establishment, provided that such residents are qualified for employment and satisfy any suitability requirements imposed by state law or the Massachusetts Gaming Commission; and (ii) purchase goods and services from local vendors provided that the cost and quality of those goods and services is competitive with competitors and the vendors satisfy any suitability requirements imposed by state law or the Massachusetts Gaming Commission.

Prior to hiring/retaining contractors, subcontractors or servicers in connection with construction of the project, Raynham Park shall advertise and hold at least one event for Taunton residents, at a venue to be approved by the City, at which Raynham Park will publicize its construction needs and explain to attendees the process by which they may seek to be hired in connection with construction of the project. Prior to beginning the process of hiring employees (other than internally transferred Raynham Park employees) for the project, Raynham Park shall advertise and hold at least one event for Taunton residents, at a venue to be approved by the City, at which Raynham Park will publicize its hiring needs and explain to attendees the process by which they may seek to be hired in connection with the project.

Raynham Park shall make a good faith effort to utilize local contractors and suppliers for the construction and operation of the project and shall afford such opportunities to local vendors when such contractors and suppliers are properly qualified and price competitive. Such efforts shall include actively soliciting bids from Taunton vendors through local advertisements, coordination with the Taunton Area Chamber of Commerce, and other such reasonable measures.

Raynham Park agrees that it will include as part of its reward/frequent guests/loyalty or similar such programs voucher/gift certificates to Taunton businesses. Raynham Park commits to purchase and issue at least \$5,000.00 in such voucher/gift certificates annually.

West Bridgewater Surrounding Community Agreement

4. Local Hiring and Purchasing Preference. Subject to any requirements under or inconsistencies with any applicable state or federal law, and to any similar local hiring and preference provisions in the Host Community Agreement and any other Surrounding Community Agreements executed prior to the execution of this Agreement, and subject further to the terms and conditions set forth herein and to its application for a Category 2 gaming license being approved by the Massachusetts Gaming Commission and affirmed upon final appeal, Raynham Park shall work in good faith with the Town to: (i) employ (or cause its contractors to employ) residents of the Town during the construction and operation of the proposed gaming establishment, provided that such residents are qualified for employment and satisfy any suitability requirements imposed by state law or the Massachusetts Gaming Commission; and (ii) purchase goods and services from local vendors provided that the cost and quality of those goods and services is competitive with competitors and the vendors satisfy any suitability requirements imposed by state law or the Massachusetts Gaming Commission.

Prior to hiring/retaining contractors, subcontractors or servicers in connection with construction of the project, Raynham Park shall advertise and hold at least one event for West Bridgewater residents, at a venue to be approved by the Town, at which Raynham Park will publicize its construction needs and explain to attendees the process by which they may seek to be hired in connection with construction of the project. Prior to beginning the process of hiring employees (other than internally transferred Raynham Park employees) for the project, Raynham Park shall advertise and hold at least one event for West Bridgewater residents, at a venue to be approved by the Town, at which Raynham Park will publicize its hiring needs and explain to attendees the process by which they may seek to be hired in connection with the project.

Raynham Park shall make a good faith effort to utilize local contractors and suppliers for the construction and operation of the project and shall afford such opportunities to local vendors when such contractors and suppliers are properly qualified and price competitive. Such efforts shall include actively soliciting bids from West Bridgewater vendors through local advertisements, coordination with the West Bridgewater Area Chamber of Commerce, and other such reasonable measures.

Raynham Park, shall make a good faith effort to cross market with West Bridgewater businesses and will coordinate with the West Bridgewater Area Chamber of Commerce. Raynham Park agrees that it will include as part of its reward/frequent guests/loyalty or similar such programs voucher/gift certificates to West Bridgewater businesses. Raynham Park commits to purchase and issue at least \$5,000.00 in such voucher/gift certificates annually.

SPRINGFIELD GAMING AND REDEVELOPMENT

Plainridge Host community Agreement

None.

Mansfield Surrounding Community Agreement

2. Local Hiring, Purchasing Preference and Cross Marketing

- (i) To the extent permitted under or consistent with Massachusetts law, SF Gaming agrees to: prior to the Commencement of Operations, work in good faith with the Town to advertise and hold at least one job fair for Town residents at a venue to be approved by the Town, at which SF Gaming will publicize its employment needs and take applications to be hired in connection with the Project;
- (ii) instruct its general contractor to maximize local hiring in connection with Project construction;
- (iii) seek to maximize procurement from local vendors for the operation of the Project;
- (iv) cross market and promote mutually agreed upon local businesses in the Town following Commencement of Operations; and
- (v) work with any live-entertainment venues within the town on non-compete and cross-marketing agreements.

North Attleborough Surrounding Community Agreement

2. Local Hiring, Purchasing Preference and Cross Marketing.

(i) SF Gaming shall, prior to the Commencement of Operations, work in good faith with the Town to advertise and hold at least one job fair for Town residents at a venue to be approved by the Town, at which SF Gaming will publicize its employment needs and take applications to be hired in connection with the Project;

(ii) SF Gaming will instruct its general contractor to **maximize local hiring** in connection with Project construction;

(iii) SF Gaming **will seek to maximize procurement from local vendors** for the operation of the Project;

(iv) SF Gaming will cross market and promote mutually agreed upon local businesses in the Town following Commencement of Operations; and

(v) SF Gaming will work with any live-entertainment venues within the town on non-compete and cross-marketing agreements.

Wrentham Surrounding Community Agreement

5. Offsetting Benefits.

(i) SF Gaming shall, prior to the Commencement of Operations, work in good faith with the Town to advertise and hold at least one job fair for Town residents at a venue to be approved by the Town, at which SF Gaming will publicize its employment needs and take applications to be hired in connection with the Project;

(ii) To the extent not inconsistent with its obligations under Section 3.A of the Host Community Agreement entered into with the Town of Plainville, SF Gaming shall instruct its general contractor to give preferential treatment to qualified Wrentham residents in hiring decisions made in connection with Project construction;

(iii) SF Gaming shall give preferential treatment to qualified Wrentham vendors for the operation of the Project;

(iv) SF Gaming shall cross-market and promote mutually agreed upon Wrentham businesses following Commencement of Operations; and

(v) SF Gaming shall work with any live-entertainment venues within Wrentham on non-compete and cross-marketing agreements.