

SURROUNDING COMMUNITY AGREEMENT

This SURROUNDING COMMUNITY AGREEMENT ("Agreement") is made and entered into this 31 day of October, 2013, by and between TOWN of MANSFIELD, a body politic and corporate with its offices at 6 Park Row, Mansfield, MA 02048 (the "Town"), and SPRINGFIELD GAMING AND REDEVELOPMENT, LLC, a Delaware limited liability company, with its principal office at 825 Berkshire Boulevard, Wyomissing, PA 19610 ("SF Gaming") (collectively with the Town, the "Parties").

WHEREAS, M.G.L. c. 23K, establishes and provides for expanded gaming in the Commonwealth consistent with the terms and requirements set forth therein; and

WHEREAS, SF Gaming has acquired the option to purchase certain land and improvements situated on approximately 88.9 acres located at 301 Washington Street, Plainville, Massachusetts (the "Premises");

WHEREAS, SF Gaming intends to apply for a "Category 2 gaming license" as defined under M.G.L. c. 23K, §2, to construct and operate a gaming establishment with no table games and not more than 1,250 slot machines, together with ancillary entertainment and dining amenities to be located at the Premises (the "Project");

WHEREAS, under M.G.L. c. 23K, §15, an applicant for a license to own and operate a gaming establishment must enter into an agreement with each of the Surrounding Communities (as defined pursuant to M.G.L. c. 23K, §2) of the proposed gaming establishment, which shall set forth stipulations of responsibilities between each Surrounding Community and the applicant;

WHEREAS, the Parties intend to address the potential impacts that will result from the development and operation of the gaming establishment at the Premises; and

WHEREAS, in furtherance of those goals, and in satisfaction of the requirements of M.G.L. c. 23K, the Parties are entering into this Agreement to set forth their mutual understandings (including non-opposition) in effectuating the purposes set forth above.

NOW, THEREFORE, in consideration of the covenants and mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be bound hereby, agree as follows:

1. Definitions.

Any term used herein that is defined in Section 2 of Chapter 23K of the Massachusetts General Laws shall be given such definition for the purposes of this Agreement.

The term "Commencement of Operations" shall mean the first date upon which the Project is open to the public with 1,250 slot machines in operation.

substantially all of its
10-30-13 ^{OK} *MJ* *PREA* 1 *10/31/13*

SFGaming agrees that its application is for 1,250 slots
OK PMA RT RR 10/31/13

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.

3. Covenants of SF Gaming. Within one year after Commencement of Operations, SF Gaming agrees to:

- (i) cause to be prepared and delivered to the Town a report on the impact of the Project on the Town including traffic and public safety matters, such report to be by an independent expert acceptable to the Town;
- (ii) work in good faith with the Town to address and mitigate verifiable and incremental traffic infrastructure other impacts caused directly by the Project and pay all costs associated with the implementation of such mitigation;
- (ii) work cooperatively with the Town to address verifiable and incremental public safety matters caused directly or indirectly by the operation of the Project and pay all costs associated with the implementation of such mitigation;
- (iii) work with the Town to assess the effectiveness of the existing responsible gaming programs on the Town's citizens and evaluate and implement additional programs if necessary; and
- (iv) host periodic public meetings relating to the Project.

SF Gaming will be solely responsible for the costs associated with the fulfillment of its covenants and will also reimburse and indemnify the Town for all costs or amounts that are documented and necessary in connection with the performance or implementation of such covenants of SF Gaming.

4. Charitable Support, Municipal Meetings and Boards.

- (i) SF Gaming shall support local charities and civic organizations by making donations in an amount not less than the Town's proportionate share of the total project budget for local charitable organizations. Proportionate share shall be defined as a pro-rata portion based on the number of MGC designated Surrounding Communities plus SF Gaming's Host Community. All such contributions shall be made to the Town's Non-Profit Gift Fund or as otherwise directed by the Board of Selectmen for distribution to charities identified by the Town.;
- (ii) SF Gaming shall, on a periodic basis, upon the request of the Town, attend municipal meetings organized by the Town, at which it will address questions regarding the Project.

5. Notice of Contemplated Expansion. SF Gaming shall consult with the Town before applying to the Massachusetts Gaming Commission for, or otherwise undertaking, any material expansions of its facility. In connection therewith, SF Gaming shall provide an impact study and negotiate the mitigation of impacts as contemplated in Paragraph 3, above, again bearing all the costs and expenses thereof.

6. Responsible Gaming. Prior to the Commencement of Operations, SF Gaming will implement a responsible gaming plan that satisfies or exceeds any applicable law. At the request of the Town, SF Gaming will review those plans with Town officials.

7. Term. This Agreement shall become effective on the date upon which it is fully executed by the Parties and will continue until the earlier to occur of: (i) the denial by the Massachusetts Gaming Commission of the Category 2 gaming license being applied for by SF Gaming (plus any applicable appeals period) and (ii) the termination hereof by mutual agreement of the Parties. Nothing in this Agreement shall be construed to require the Project to stay open for any particular term.

8. Community Mitigation Fund. The Town, upon request by SF Gaming, shall petition, or cause to be petitioned, the Massachusetts Gaming Commission for monies made available under the Massachusetts Gaming Act, including, but not limited to, those monies in the Community Mitigation Fund. SF Gaming shall provide such reasonable support for any such petition whether by letter of support, documentation of basis for petition or otherwise.

9. Notices. Any notice required hereunder shall be made in writing and delivered by hand delivery or by facsimile or e-mail transmission, with a copy to follow by first class addressed below. Notices shall be deemed given on the date delivered:

If to the Town:

Town of Mansfield
Board of Selectmen
6 Park Row
Mansfield, MA 02048
Attn: Town Manager

With a copy to:
Deutsch Williams
One Boston Design Center
Suite 600
Boston, MA 02210
Attn: Paul R. DeRensis, Esq.

If to SF Gaming:

825 Berkshire Boulevard
Wyomissing, Pennsylvania 19610
Attention: Office of the General Counsel

10. No Third Party Beneficiaries. No provisions of this Agreement shall be construed in any manner so as to create any rights in any third parties not party to this Agreement. The Agreement shall be interpreted solely to define specific duties and responsibilities between the Town and SF Gaming, and shall not provide any basis for claims of any other individual, partnership, corporation, organization, or municipal entity.

11. Assignment, Transfer or Collateral Use. Neither Party may assign any interest in this Agreement, and shall not transfer any interest in this Agreement by novation or assignment, without the prior written consent of the non-assigning Party, which consent shall not be unreasonably delayed or denied; provided, however, that SF Gaming may delegate any of its duties and obligations hereunder and may assign any of its rights and privileges hereunder, to any successor entity or any one or more affiliates, or survivor entities in connection with a merger, consolidation, roll up, or reorganization that is wholly owned by SF Gaming, Penn National Gaming, Inc. ("Penn"), or Delvest Corp., or a survivor entity in connection with a merger, consolidation, roll up, or reorganization, each of which shall thereupon be treated as SF Gaming for all purposes under this Agreement with respect to the duties or obligations so delegated or the rights or privileges so assigned, and the term "SF Gaming" shall thereafter be deemed to refer to such affiliate with respect to the duties or obligations so delegated or the rights or privileges so assigned.

12. Relationship of the Parties. None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between the Parties other than that of independent parties contracting with each other for purposes of effecting the provisions of this Agreement. The Parties are not, and will not be construed to be, in a relationship of joint venture or partnership. Neither Party has the authority to make any statements, representations or commitments of any kind on behalf of the other Party, or to use the name of the other Party in any publication or advertisements, except with the written consent of

the other Party. Subject to the payment of all reimbursable costs to the Town, prior to the opening of the gaming establishment, SF Gaming may terminate this Agreement and/or withdraw its gaming application without further liability to the Town.

13. Force Majeure. SF Gaming shall not be considered to be in default in the performance of its obligations under this Agreement to the extent that performance of any such obligation is impaired by a Force Majeure Event. If SF Gaming is prevented or delayed in the performance of any such obligation by a Force Majeure Event, it shall provide reasonable notice to the Town of the circumstances preventing or delaying performance and the expected duration thereof, if known. For the purposes of this Agreement, a Force Majeure Event is any circumstance not within the reasonable control, directly or indirectly, of the Party affected and includes, but is not limited to the following: strikes or other significant labor disputes; changes in applicable law; litigation affecting any Party, the Premises, or the operations at the Premises; significant supply shortages; adverse weather conditions and other acts of nature; acts of God, fire, other substantial property damage or any condition that prevents or significantly interferes with the operations of SF Gaming's gaming establishment; significant subsurface conditions; riot or civil unrest; the suspension or loss of SF Gaming's Category 2 gaming license; the forced closure of all gaming establishments by the Commonwealth of Massachusetts or the Massachusetts Gaming Commission; and actions or failures to act of any governmental authority or agency.

14. Integration Clause. This Agreement and any attachments hereto constitute the entire agreement between the parties. No agents, representative, employee or officer of the Town or SF Gaming has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with this Agreement which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the Parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Agreement. No modifications, alterations, or changes to this Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by all Parties in accordance with the terms herein.

15. Amendment. This Agreement shall not be amended except upon written consent of all parties hereto.

16. Governing Law; Jurisdiction. This Agreement shall be governed by and construed under the laws of the Commonwealth of Massachusetts in effect on the date of the execution of such document, without giving effect to any choice of law or conflict of law provision or rule. The Parties hereby irrevocably submit to the exclusive jurisdiction of the Federal Courts of Massachusetts. In the event no federal jurisdiction exists or if the parties mutually agree in writing, the forum shall be the Superior Court of Middlesex County, Massachusetts, and such courts shall have sole and exclusive jurisdiction over any matter brought under, or by reason of this Agreement.

17. Successors and Assigns. This Agreement shall be binding upon the Parties hereto and their respective permitted successors and assigns and shall inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

18. Limitation on Liability. The Parties agree that in no event shall either party be liable for indirect, special, consequential or punitive damages or any damages arising out of or related to this Agreement.

19. Construction of Documents. The Parties hereto acknowledge that they were represented by separate and independent counsel in connection with the review, negotiation and drafting of this Agreement and that this Agreement shall not be subject to the principle of construing its meaning against the party that drafted same. Each Party acknowledges that, with respect to this Agreement, it relied solely on its own judgment and advisors in entering into this Agreement without relying in any manner on any statements, representations or recommendations of the other Party, that it understands and accepts the implications of this Agreement, and that it voluntarily entered into this Agreement.

20. Counterparts. This Agreement shall be executed in any number of counterparts which, taken together, shall constitute one and the same agreement. To evidence the fact that it has executed this Agreement, a Party may send a copy of its executed counterpart to the other Party by facsimile or electronic transmission. In such event, such Party shall forthwith deliver to the other Party an original counterpart of this Agreement executed by such Party.

21. Severability. Should any section or any part of any section of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid or unenforceable any other section or part of any section of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, and intending to be bound hereby, the Parties hereto have caused this Agreement to be duly executed on their behalf by their authorized officers and applicably attested, all as of the day and year first above written.

ATTEST:

SPRINGFIELD GAMING AND
REDEVELOPMENT, LLC,
a Delaware limited liability company

By: Tammy H. Albrecht
Witness

By: Robert Spicatore
Name: Robert Spicatore
Title: Secretary

TOWN OF MANSFIELD, acting by and
through its Board of Selectmen

M.A.
Byrd

[Signature]