

**HOST COMMUNITY AGREEMENT**  
**BY AND BETWEEN**  
**THE TOWN OF MILFORD, MASSACHUSETTS**  
**AND**  
**CROSSROADS MASSACHUSETTS, LLC**

**TABLE OF CONTENTS**

	<u>Page</u>
<b>1. Definitions.....</b>	<b>2</b>
<b>2. General Provisions.....</b>	<b>13</b>
<b>2.1 Findings .....</b>	<b>13</b>
<b>2.2 Developer’s Rights.....</b>	<b>14</b>
<b>2.3 Closing Conditions.....</b>	<b>14</b>
<b>2.4 Term.....</b>	<b>15</b>
<b>3. Project.....</b>	<b>15</b>
<b>3.1 Approvals; Permits and Other Items.....</b>	<b>15</b>
<b>3.2 Performance of Work.....</b>	<b>16</b>
<b>3.3 Duty to Complete; Commencement of Operations .....</b>	<b>17</b>
<b>3.4 Project Operations.....</b>	<b>18</b>
<b>3.5 Casino Liaison Office; Community Advisory Committee .....</b>	<b>19</b>
<b>4. Other Obligations.....</b>	<b>20</b>
<b>4.1 Direct Community Impact Payments .....</b>	<b>20</b>
<b>4.2 Community Development Grants and Residence Impact Fund .....</b>	<b>20</b>
<b>4.3 Payment of Taxes.....</b>	<b>21</b>
<b>4.4 Additional Commitments.....</b>	<b>21</b>
<b>4.5 Payment of Development Process Cost Fees .....</b>	<b>22</b>
<b>4.6 Radius Restriction .....</b>	<b>22</b>
<b>4.7 Statutory Basis for Fees; Default Rate .....</b>	<b>23</b>
<b>4.8 Notice of Agreement .....</b>	<b>23</b>
<b>4.9 Financing .....</b>	<b>24</b>
<b>4.10 Closing Deliveries .....</b>	<b>25</b>
<b>4.11 Land Use, Infrastructure Improvements and Approvals .....</b>	<b>25</b>
<b>4.12 Purchase of Slot Machines .....</b>	<b>26</b>
<b>4.13 State Lottery Matters .....</b>	<b>26</b>
<b>5. Representations and Warranties.....</b>	<b>26</b>
<b>5.1 Representations and Warranties of Developer .....</b>	<b>26</b>
<b>5.2 Representations and Warranties of the Town .....</b>	<b>27</b>
<b>6. Covenants.....</b>	<b>27</b>
<b>6.1 Affirmative Covenants of Developer.....</b>	<b>27</b>
<b>6.2 RFA-2 Response.....</b>	<b>30</b>
<b>6.3 Negative Covenants of Developer.....</b>	<b>31</b>
<b>6.4 Confidentiality of Deliveries .....</b>	<b>32</b>
<b>7. Default .....</b>	<b>32</b>
<b>7.1 Events of Default.....</b>	<b>32</b>
<b>7.2 Remedies.....</b>	<b>33</b>
<b>7.3 Termination.....</b>	<b>34</b>

7.4	<b>Liquidated Damages</b> .....	35
<b>8.</b>	<b>Transfer of Ownership Interests</b> .....	<b>35</b>
8.1	<b>Transfer of Ownership Interests</b> .....	35
<b>9.</b>	<b>Insurance</b> .....	<b>36</b>
9.1	<b>Maintain Insurance</b> .....	36
9.2	<b>Form of Insurance and Insurers</b> .....	36
9.3	<b>Insurance Notice</b> .....	36
9.4	<b>Keep in Good Standing</b> .....	36
9.5	<b>Blanket Policies</b> .....	37
<b>10.</b>	<b>Damage and Destruction</b> .....	<b>37</b>
10.1	<b>Damage or Destruction</b> .....	37
10.2	<b>Use of Insurance Proceeds</b> .....	37
10.3	<b>No Termination</b> .....	38
10.4	<b>Condemnation</b> .....	38
<b>11.</b>	<b>Indemnification</b> .....	<b>39</b>
11.1	<b>Indemnification by Developer</b> .....	39
<b>12.</b>	<b>Force Majeure</b> .....	<b>40</b>
12.1	<b>Definition of Force Majeure</b> .....	40
12.2	<b>Notice</b> .....	41
12.3	<b>Excuse of Performance</b> .....	41
<b>13.</b>	<b>Miscellaneous</b> .....	<b>42</b>
13.1	<b>Notices</b> .....	42
13.2	<b>Non-Action or Failure to Observe Provisions of this Agreement</b> .....	43
13.3	<b>Applicable Law and Construction</b> .....	43
13.4	<b>Submission to Jurisdiction; Service of Process</b> .....	43
13.5	<b>Complete Agreement</b> .....	44
13.6	<b>Holidays</b> .....	44
13.7	<b>Exhibits</b> .....	44
13.8	<b>No Joint Venture</b> .....	44
13.9	<b>Unlawful Provisions Deemed Stricken</b> .....	44
13.10	<b>No Liability for Approvals and Inspections</b> .....	44
13.11	<b>Time of the Essence</b> .....	45
13.12	<b>Captions</b> .....	45
13.13	<b>Arbitration</b> .....	45
13.14	<b>Amendments</b> .....	46
13.15	<b>Compliance</b> .....	47
13.16	<b>Table of Contents</b> .....	47
13.17	<b>Number and Gender</b> .....	47
13.18	<b>Third Party Beneficiary</b> .....	47
13.19	<b>Cost of Investigation</b> .....	47
13.20	<b>Further Assurances</b> .....	47

13.21	Estoppel Certificates .....	47
13.22	Counterparts .....	47
13.23	Deliveries to the Town .....	47
<b>EXHIBIT A</b>	<b>DIRECT COMMUNITY IMPACT PAYMENTS</b>	<b>A-1</b>
<b>EXHIBIT B</b>	<b>BUSINESS OPERATIONS AND MARKETING OBLIGATIONS</b>	<b>B-1</b>
<b>EXHIBIT C</b>	<b>EMPLOYMENT, WORKFORCE DEVELOPMENT AND OPPORTUNITIES FOR LOCAL BUSINESS OWNERS</b>	<b>C-1</b>
<b>EXHIBIT D</b>	<b>OTHER OBLIGATIONS OF DEVELOPER</b>	<b>D-1</b>
<b>EXHIBIT E</b>	<b>COMMUNITY DEVELOPMENT FUND</b>	<b>E-1</b>
<b>EXHIBIT F</b>	<b>PROJECT AND PROJECT DESCRIPTION</b>	<b>F-1</b>
<b>EXHIBIT G</b>	<b>PROJECT SITE</b>	<b>G-1</b>
<b>EXHIBIT H</b>	<b>CONCEPT DESIGN DOCUMENTS</b>	<b>H-1</b>
<b>EXHIBIT I</b>	<b>FORM OF CASINO MANAGER TRANSFER RESTRICTION AGREEMENT</b>	<b>I-1</b>
<b>EXHIBIT J</b>	<b>FORM OF RESTRICTED OWNER TRANSFER RESTRICTION AGREEMENT</b>	<b>J-1</b>
<b>EXHIBIT K</b>	<b>FORM OF CLOSING CERTIFICATE</b>	<b>K-1</b>
<b>EXHIBIT L</b>	<b>FORM OF RELEASE</b>	<b>L-1</b>
<b>EXHIBIT M</b>	<b>TYPES AND AMOUNTS OF INSURANCE</b>	<b>M-1</b>
<b>EXHIBIT N</b>	<b>FORM OF ESTOPPEL CERTIFICATE</b>	<b>N-1</b>
<b>EXHIBIT O</b>	<b>FORM OF RESTRICTED PARTY RADIUS RESTRICTION AGREEMENT</b>	<b>O-1</b>
<b>EXHIBIT P</b>	<b>FORM OF NOTICE OF AGREEMENT</b>	<b>P-1</b>
<b>EXHIBIT Q</b>	<b>LEGAL DESCRIPTION OF PROJECT SITE</b>	<b>Q-1</b>
<b>EXHIBIT R</b>	<b>TAX AFFIDAVIT</b>	<b>R-1</b>
<b>EXHIBIT S</b>	<b>FORM OF CASINO MANAGER SUBORDINATION AGREEMENT</b>	<b>S-1</b>
<b>EXHIBIT T</b>	<b>OWNERSHIP OF DEVELOPER AND CASINO MANAGER</b>	<b>T-1</b>

## HOST COMMUNITY AGREEMENT

This Host Community Agreement is dated as of September 9, 2013, by and between the Town of Milford, Massachusetts, a municipal corporation (“**Town**”), acting by and through its Board of Selectmen as the governing body under the Act (as hereinafter defined), having its principal place of business at 52 Main Street, Milford, Massachusetts 01757 and Crossroads Massachusetts, LLC, a Delaware limited liability company having its principal place of business at 88 Main Street, Milford, Massachusetts 01757 (“**Developer**”). Capitalized terms used and defined elsewhere in this Agreement are defined in Section 1.

### R E C I T A L S

A. In November 2011, the Commonwealth of Massachusetts (the “**Commonwealth**”) enacted “An Act Establishing Expanded Gaming in the Commonwealth,” codified at Chapter 194 of the Acts of 2011, Mass. Gen. Law, ch. 23K, as amended from time to time (together with any rules and regulations promulgated thereunder, the “**Act**”).

B. The Act reflects the public policies of the Commonwealth with regard to the operation and regulation of gaming as well as the public benefits to the Commonwealth and its citizens that can result from a gaming project conducted in accordance with such policies, such as the creation of jobs, the generation of revenues for public purposes, and the increase of tourism and economic development within the Commonwealth.

C. The Act established the Massachusetts Gaming Commission (the “**Commission**”) having the authority and responsibility to select, license, oversee and regulate expanded gaming facilities in the Commonwealth.

D. Under the Act, the Commission has the authority to issue not more than three Category 1 licenses to qualified applicants based on the applications and bids submitted to the Commission.

E. The Act provides that no applicant is eligible to receive a gaming license unless the applicant provides the Commission a signed agreement between the applicant and the municipality in which the applicant has proposed locating a gaming establishment, which agreement sets forth the conditions to have a gaming establishment in such host community and provides for the payment by such applicant of a community impact payment to such host community.

F. The Act also requires an applicant to demonstrate to the Commission, among other things, how the applicant proposes to address community development and advance the Act’s objective to gain public support for its application.

G. Following a series of public presentations by Developer at which Developer described its Project (defined below), the anticipated benefits of the Project to the Town and its residents, and Developer’s obligations to mitigate the impact of the Project on the Town and its residents, the Town, through its duly authorized representatives, negotiated this Agreement setting forth the terms and conditions with respect to which Developer will develop, construct, own and operate a destination resort casino in the Town provided that: (i) the Town’s voters

approve a ballot question permitting the operation of such gaming establishment in the Town; (ii) all necessary and required Approvals (including but not limited to zoning) are obtained; and (iii) the Commission issues a Category 1 license to Developer.

H. The Project Site (as more particularly defined below), on which Developer has proposed to develop its Project, as of the date of this Agreement, generates approximately Thirty-Six Thousand Twenty-Two Dollars (\$36,022) in annual property taxes for the Town.

I. The Project will result in Developer paying millions of dollars of property taxes and fees to the Town, investing hundreds of millions of dollars in capital improvements in the Town and creating thousands of construction jobs and permanent direct jobs, as well as related indirect jobs and revenue, for both the Town and the surrounding area.

**NOW, THEREFORE**, in consideration of their mutual execution and delivery of this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**1. Definitions.**

The terms defined in this Section 1 shall have the meanings indicated for purposes of this Agreement. Definitions which are expressed by reference to the singular or plural number of a term shall also apply to the other number of that term. Capitalized terms which are used primarily in a single Section of this Agreement are defined in that Section.

(a) “**Act**” is defined in Recital A hereof.

(b) “**Additional Commitments**” means collectively, those obligations of Developer to the Town and others including those obligations with respect to: (i) promoting economic growth in the Town; (ii) marketing the Project; (iii) enhancing existing services for treatment of compulsive behavior disorders; (iv) prohibiting minors from gambling in the Casino; (v) providing security in and around the Project; (vi) hiring, training and employment; (vii) utilization of Town businesses during the design, construction and operation of the Project; (viii) utilizing sustainable development principles in connection with the Project; (ix) contributing to Town institutions and charitable organizations; (x) entering into agreements with “impacted live entertainment venues”, as that term is defined in the Act; and (xi) entering into agreements with Surrounding Communities, all as more specifically described in Exhibits B, C and D.

(c) “**Affected Homeowner**” means each of the following Persons: (i) any Person who, as of the date of this Agreement, owns (as evidenced by a deed recorded with the Worcester County Registry of Deeds), an Affected Residence; or (ii) any Immediate Relative of the Person described in the forgoing clause (i) who acquires ownership of such Affected Residence after the date of this Agreement, and in each case, such Person experiences a Decline in Value resulting from a Bona Fide Sale that closes during the period commencing on the date a Category 1 license is issued to Developer and terminating on the Fund Termination Date.

(d) “**Affected Residence**” means any single family detached home or any condominium unit existing and/or approved for occupancy as of the date of this Agreement and located within the following area of the Town: northeast of U.S. Interstate 495, north of Route 109 and east of the westerly boundary of the Business Park Zoning District.

(e) “**Affiliate**” means a Person that directly or indirectly through one or more intermediaries, Controls or is Controlled by, or is under common Control with, another Person.

(f) “**Agreement**” means this Host Community Agreement including all exhibits and schedules attached hereto, as the same may be amended, supplemented or otherwise modified from time to time.

(g) “**Approvals**” means all or any licenses, permits, approvals, consents and authorizations that Developer is required to obtain from any Governmental Authority to perform and carry out its obligations under this Agreement, including, but not limited to, a Category 1 license issued by the Commission to Developer having no material conditions that are unacceptable to Developer, and such other permits and licenses necessary to complete the Work, and to open, operate and occupy the Project Site and the Project.

(h) “**Board**” means the duly elected Board of Selectmen of the Town.

(i) “**Bona Fide Sale**” means the sale of an Affected Residence by an Affected Homeowner to a third party in a good faith, arm’s length sale made prior to the Fund Termination Date and pursuant to a written purchase and sale contract executed by the buyer and the seller of the Affected Residence on or after the date that Developer is issued a Category 1 license by the Commission.

(j) “**Business Day**” means all weekdays except Saturday and Sunday and those that are official legal holidays of the Town, Commonwealth or the United States government. Unless specifically stated as “Business Days,” a reference to “days” means calendar days.

(k) “**Casino**” means any premises in the Town wherein Gaming is conducted by Developer pursuant to the Act and this Agreement, and includes all buildings, improvements, equipment, and facilities developed, constructed, used or maintained in connection with such gaming, but shall not include any public streets or other public ways.

(l) “**Casino Gaming Operations**” means any land-based Gaming operations permitted under the Act and offered or conducted at the Project but does not include any internet based gaming, to the extent permitted in the future by applicable law.

(m) “**Casino Manager**” means Foxwoods Massachusetts, LLC, a Massachusetts limited liability company or its successors or assigns as permitted

hereunder engaged, hired or retained by Developer to develop, manage and/or operate the Casino and the Casino Gaming Operations.

(n) “**Casino Year**” means the one-year period beginning on July 1 of each year and ending on the next succeeding June 30, except that (a) the first Casino Year shall begin on the date of Operations Commencement and end on the next succeeding June 30, and (b) the last Casino Year shall begin on the calendar day following expiration of the preceding Casino Year and ends on the date that is the last day of the Term.

(o) “**Category 1 license**” shall have the same meaning as given to such term in the Act.

(p) “**Closing Certificate**” means the certificate to be delivered by Developer in the form as attached hereto as Exhibit K.

(q) “**Closing Conditions**” is defined in Section 2.3.

(r) “**Closing Date**” means the tenth (10<sup>th</sup>) Business Day after the last to occur of (x) (i) execution hereof by the Board and other necessary Town officials; (ii) approval by the Town of an appropriate zoning by-law amendment to take into account all elements of the Project; and (iii) approval by the Board to hold the Election prior to a positive determination of suitability having been issued to the Developer by the Commission pursuant to the Commission’s Request for Application – Phase One; or (y) such other date as the Town and Developer may agree in writing.

(s) “**Closing Deliveries**” is defined in Section 2.3.

(t) “**Collector/Distributor Road**” means the road improvements relating to U.S. 495 to be constructed by Developer under supervision of MassDOT and in accordance with standards approved by MassDOT and the Federal Highway Administration as described on Exhibit D-1.

(u) “**Commission**” is defined in Recital C hereof.

(v) “**Commonwealth**” is defined in Recital A hereof.

(w) “**Community Development Fund**” is defined in Section 4.2.

(x) “**Community Development Grants**” is defined in Section 4.2.

(y) “**Complete**” means the substantial completion of the Work, as evidenced by the issuance of a temporary certificate of occupancy by the appropriate Governmental Authority for all Components to which a certificate of occupancy would apply, and that not less than seventy-five percent (75%) of the parking structure and not less than seventy-five percent (75%) of the Gaming Area, seventy-five percent (75%) of the hotel rooms, and fifty percent (50%) of the aggregate retail floor space and fifty percent (50%) of the aggregate restaurant floor space are open to the public for their intended use



(and/or in the case of the retail and restaurant floor spaces, are completed as shells and available for leasing).

(z) “**Component**” means any of the following included as part of the Project: the hotel; Casino; restaurants; bars and lounges; meeting and assembly space; retail space; back of house and central plant space; office space; entertainment, recreational facilities and spa; parking; private bus, limousine and taxi parking and staging areas; the other facilities described on Exhibit E; and such other major facilities that may be added as components by amendment to this Agreement.

(aa) “**Concept Design Documents**” means documents for the design of the Project attached to this Agreement as Exhibit H, which such documents may be subject to change, alteration and/or modification as provided in Section 3.1(b).

(bb) “**Condemnation**” means a taking of all or any part of the Project by eminent domain, condemnation, compulsory acquisition or similar proceeding by a competent authority for a public or quasi-public use or purpose.

(cc) “**Construction Completion Date**” means the date occurring no later than forty (40) months following the date on which the Commission issues to the Developer a Category 1 license having no material conditions that are unacceptable to Developer.

(dd) “**Control(s)**” or “**Controlled**” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, as such terms are used by and interpreted under federal securities laws, rules and regulations.

(ee) “**Court**” is defined in Section 13.4.

(ff) “**CPI**” shall mean the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all Urban Consumers, U.S. Town Average All Items, 1982-84=100. In the event that the United States Department of Labor shall cease to promulgate the CPI, the Developer and the Town agree to meet and discuss in good faith the adoption of the commonly accepted alternative to the CPI for the purposes hereof.

(gg) “**CPI Adjustment Factor**” shall mean a fraction, the numerator of which shall be the difference between the CPI published for July of the year in which the adjustment is being made and the CPI published for July of the preceding year, and the denominator of which shall be the CPI published for July of the preceding year.

(hh) “**Damage Period**” is defined in Section 7.4.

(ii) “**Decline in Value**” means the difference (provided such difference results in a positive number), if any, between (i) an amount equal to the sum of (x) the assessed value of the Affected Residence, as most recently determined by the Town Assessor’s Office prior to a Bona Fide Sale of such Affected Residence, *plus* (y) an amount equal to such assessed value of the Affected Residence *multiplied by* the median percentage, if

any, by which all single family, detached homes (if the Affected Residence is a single family, detached home) or all condominiums (if the Affected Residence is a condominium), as the case may be, in the Town sold (*excluding* any sales of Affected Residences), during the twelve (12) month period immediately preceding the Bona Fide Sale, for a purchase price exceeding the assessed valuation of such homes or condominiums, as the case may be, as most recently determined by the Town Assessor's Office, and (ii) the sale price of such Affected Residence as determined in the Bona Fide Sale.

(jj) “**Default**” means any event or condition that, but for the giving of notice or the lapse of time, or both, would constitute an Event of Default.

(kk) “**Default Rate**” means a rate of interest at all times equal to the greater of (i) the rate of interest announced from time to time by Bank of America, N.A. (“**B of A**”), or its successors, as its prime, reference or corporate base rate of interest, or if B of A is no longer in business or no longer publishes a prime, reference or corporate base rate of interest, then the prime, reference or corporate base rate of interest announced from time to time by such local bank having from time to time the largest capital surplus, plus four percent (4%) per annum, or (ii) six percent (6%) per annum, provided, however, the Default Rate shall not exceed the maximum rate allowed by applicable law.

(ll) “**Developer**” means Crossroads Massachusetts LLC, a Delaware limited liability company, or its successors or assigns as permitted hereunder.

(mm) “**Developer's Confidential Items**” is defined in Section 6.4.

(nn) “**Developer Payments**” is defined in Section 4.7(a).

(oo) “**Development Process Cost Fees**” means, to the extent not otherwise (i) previously paid by Developer to the Town, whether directly or indirectly or (ii) payable by Developer hereunder, a fee to reimburse the Town for the aggregate amount of any and all costs and expenses in good faith paid or incurred by the Town to third parties (including attorneys, accountants, consultants and others) in connection with the Town's due diligence, mitigation review, study and investigations of and concerning the Project and Developer; the Election; the negotiation, preparation and enforcement of this Agreement; the planning, development, ownership, management and operation of the Project; the issuance by the Commission of a Category 1 license to the Developer; and any litigation filed by or against the Town or in which the Town intervenes in connection with any of the foregoing.

(pp) “**Direct Community Impacts**” means the direct community impacts including the additional police, fire protection, administrative and education services directly or indirectly resulting from or related to the development or operation of the Project, to protect the health, safety and welfare of the Town's residents, the temporary workforce needed to construct the Project, the employees of the Project and the expected increased number of visitors to the Town all as further agreed to herein and in the attached exhibits.

(qq) “**Direct Community Impact Payments**” means those payments set forth on Exhibit A determined by the Town to be reasonable and necessary to reimburse the Town for its capital and ongoing costs to be incurred by the Town to effectively mitigate the Direct Community Impacts.

(rr) “**direct or indirect interest**” means an interest in an entity held directly or an interest held indirectly through interests in one or more intermediary entities connected through a chain of ownership to the entity in question, taking into account the dilutive effect of the interests of others in such intermediary entities.

(ss) “**Dispute Notice**” is defined in Section 13.13(b).

(tt) “**Election**” means the election on the ballot question as required by Section 15(13) of Act.

(uu) “**Escrow Agent**” is defined in Section 10.4.

(vv) “**Event of Default**” is defined in Section 7.1.

(ww) “**Financing**” means the act, process or an instance of obtaining specifically designated funds for the Project, whether secured or unsecured, including (i) issuing securities; (ii) drawing upon any existing or new credit facility; or (iii) contributions to capital by any Person.

(xx) “**Finance Affiliate**” means any Affiliate created to effectuate all or any portion of a Financing.

(yy) “**Final Completion**” means the completion of the Work, as evidenced by the issuance of a temporary certificate of occupancy by the appropriate Governmental Authority for all Components to which a certificate of occupancy would apply, and that at least ninety-five percent (95%) of the parking structure, Gaming Area, hotel rooms, retail floor space and restaurant floor space are open to the public for their intended use (and/or in the case of the retail and restaurant floor spaces, are completed as shells and available for leasing).

(zz) “**Final Completion Date**” means the date occurring no later than six (6) months following the Construction Completion Date, unless otherwise agreed to by the Parties in writing.

(aaa) “**Finish Work**” refers to the finishes which create the internal and external appearance of the Project.

(bbb) “**First Class Project Standards**” means the general standards of quality for construction, maintenance, operations and customer service established and maintained on the date hereof at the Foxwoods Facility taken as a whole.

(ccc) “**Force Majeure**” is defined in Section 12.1.

(ddd) “**Foxwoods Facility**” means the Foxwoods Resort Casino located in Mashantucket, Connecticut.

(eee) “**Fund Termination Date**” means the date that is the tenth (10<sup>th</sup>) anniversary of Operations Commencement.

(fff) “**GAAP**” means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as may be approved by a significant segment of the accounting profession for use in the United States, which are applicable to the circumstances as of the date of determination.

(ggg) “**Gaming**” shall have the same definition as in the Act but shall not include internet based gaming.

(hhh) “**Gaming Area**” means the space on which Casino Gaming Operations occur.

(iii) “**Gaming Authority**” or “**Gaming Authorities**” means any agencies, authorities and instrumentalities of the Town, Commonwealth, or the United States, or any subdivision thereof, having jurisdiction over the Gaming or related activities at the Casino, including the Commission, or their respective successors.

(jjj) “**Governmental Authority**” or “**Governmental Authorities**” means any federal, state, county or municipal governmental authority, including all executive, legislative, judicial and administrative departments and bodies thereof (including any Gaming Authority) having jurisdiction over Developer and/or the Project.

(kkk) “**Governmental Requirements**” means the Act and all laws, ordinances, statutes, executive orders, rules, zoning requirements and agreements of any Governmental Authority that are applicable to the acquisition, remediation, renovation, demolition, development, construction and operation of the Project including all required permits, approvals and any rules, guidelines or restrictions enacted or imposed by Governmental Authorities, but only to the extent that such laws, ordinances, statutes, executive orders, zoning requirements, agreements, permits, approvals, rules, guidelines and restrictions are valid and binding on Developer.

(lll) “**Gross Revenue**” shall have the same meaning as given to such term in the Act but in no event shall include revenues generated from internet gaming.

(mmm) “**Immediate Relative**” means with respect to any Person, such Person’s spouse, child, grandchild, parent, sibling, or any trust established for estate planning purposes and whose beneficiaries consist of any or all of the foregoing, or, in the event of such Person’s death, such Person’s heirs.

(nnn) “**including**” and any variant or other form of such term means including but not limited to.

(ooo) “**Indemnitee**” is defined in Section 11.1(a).

(ppp) “**Indirect Community Impacts**” means collectively, the following known and unknown potential and actual impacts to the Town and its residents related to or indirectly resulting from the development and operation of the Project from time to time not specifically covered under Direct Community Impacts, but taking into consideration any mitigation efforts of the Developer: (i) increased use of Town services; (ii) increased use of Town infrastructure; (iii) the need for additional Town infrastructure, employees and equipment; (iv) increased traffic and traffic congestion; (v) possible increased air, noise, water and light pollution; (vi) issues related to public health, safety, welfare and addictive behavior; (vii) loss of Town revenue from displacement of current businesses; (viii) issues related to property values and housing; (ix) issues relating to the quality of life; and (x) costs related to mitigating other impacts to the Town and its residents.

(qqq) “**Institutional Investor**” means any of the following Persons: (i) a corporation, bank, insurance company, pension fund, or pension fund trust, retirement fund, including funds administered by a public agency, employees’ profit-sharing fund, or employees’ profit-sharing trust, or an association, any of which is engaged, as a substantial part of its business or operation, in purchasing or holding securities; (ii) any trust in respect of which a bank is a trustee or co-trustee; (iii) an investment company registered under the Investment Company Act of 1940; (iv) collective investment trust organized by banks under part 9 of the Rules of the Comptroller of Currency; (v) closed-end investment trust; (vi) chartered or licensed life insurance company or property and casualty insurance company; (vii) an investment adviser under the Investment Advisers Act of 1940; and (viii) a real estate investment trust that is a Publicly Traded Corporation with one or more classes of securities listed on a recognized stock exchange or NASDAQ.

(rrr) “**JAMS**” is defined in Section 13.13(d).

(sss) “**Limited Arbitrable Dispute**” is defined in Section 13.13(a).

(ttt) “**Loan Default**” means an event of default or default or event or condition which, with respect to Developer or its Finance Affiliate without further notice or passage of time, would entitle a Mortgagee to exercise the right to foreclose upon, acquire, possess or obtain the appointment of a receiver or other similar trustee or officer over all or a part of Developer’s interest in the Project.

(uuu) “**Major Condemnation**” means a Condemnation either (i) of the entire Project, or (ii) of a portion of the Project if, as a result of the Condemnation, it would be imprudent or unreasonable to continue to operate the Project even after making all reasonable repairs and restorations.

(vvv) “**Management Agreement**” means that certain agreement to be entered into by and between the Developer and the Casino Manager pursuant to which the Casino Manager will develop, operate and manage the Project.

(www) “**Management Fee**” means the fees paid to the Casino Manager pursuant to the Management Agreement.

(xxx) “**MassDEP**” means the Massachusetts Department of Environmental Protection.

(yyy) “**MassDOT**” means the Massachusetts Department of Transportation.

(zzz) “**Material Adverse Effect**” means any change, effect, occurrence or circumstances (each, an “**Event**” and collectively, “**Events**”) that, individually or in the aggregate with other Events, is or would reasonably be expected to be materially adverse to the condition (financial or otherwise), business, operations, prospects, properties, assets, cash flows or results of operations of the Developer, taken as a whole; provided, however, that none of the following shall be taken into account in determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur: (i) any Event in the United States or global economy generally, including Events relating to world financial or lending markets; (ii) any changes or proposed changes in GAAP; and (iii) any hostilities, act of war, sabotage, terrorism or military actions or any escalation or worsening of any such hostilities, act of war, sabotage, terrorism or military actions, except, in the case of clauses (i), (ii) or (iii) to the extent such Event(s) affect the Developer, taken as a whole, in a disproportionate manner as compared to similarly situated companies.

(aaaa) “**Material Change**” means a change in the Project, the Project Description or the Concept Design Documents that substantially affects the program or any of the fees or obligations of the Developer as provided in the Agreement. Under no circumstances shall value engineering decisions made in the discretion of the Developer that result in minor changes to the design, facades, materials, or means and methods used during the Project be deemed a Material Change.

(bbbb) “**Minor Condemnation**” means a Condemnation that is not a Major Condemnation.

(cccc) “**Mortgage**” means a mortgage on all or any part of Developer’s interest in the Project, and does not include a mortgage on the leasehold interest of any third party in the Project.

(dddd) “**Mortgagee**” means the holder from time to time of a Mortgage.

(eeee) “**MPTN**” means the Mashantucket Pequot Tribal Nation and its successors and assigns.

(ffff) “**Notice of Agreement**” means a notice of this Agreement in substantially the same form as Exhibit P.

(gggg) “**Off-site Road Improvements**” means those road improvements that are not located on the Project Site that are required to be made by the Developer as described on Exhibit D-1.

(hhhh) “**Operations Commencement**” means that the Casino, the hotel Component and parking Component are Complete and open for business to the general public.

(iii) “**Operations Commencement Date**” means the date occurring no later than six (6) months following the Construction Completion Date.

(jjjj) “**Parties**” means the Town and Developer.

(kkkk) “**Passive Investor**” means any Person who is an Institutional Investor owning less than a twenty-five percent (25%) direct or indirect interest in Developer or Casino Manager and acquired and holds such interest for investment purposes only, such interest was acquired and is held in the ordinary course of such Person’s business and not for the purpose of (i) causing the election or appointment of any management member of Developer or Casino Manager, (ii) causing, directly or indirectly, any change in the charter documents (including articles of incorporation, bylaws or other documents), or other limited liability company or operating agreements, management, policies or operations of Developer or Casino Manager, or (iii) controlling, influencing, affecting or being involved in the business activities of Developer or Casino Manager.

(llll) “**Permitted Transfer**” means those Transfers of any direct or indirect interest in a Restricted Owner permitted pursuant to the terms of those certain Transfer Restriction Agreements entered into by Restricted Owners from time to time as provided in Section 8.1 hereof.

(mmmm) “**Person**” means an individual, a corporation, partnership, limited liability company, association or other entity, a trust, an unincorporated organization, or a governmental unit, subdivision, agency or instrumentality.

(nnnn) “**Proceeds**” means the compensation paid by the condemning authority to the Town and/or Developer in connection with a Condemnation, whether recovered through litigation or otherwise, but excluding any compensation paid in connection with a temporary taking.

(oooo) “**Project**” means the Casino and all buildings and Components located within the Town that are connected with, or operated in such an integral manner as to form a part of the same operation, all of which are more specifically described on Exhibit E.

(pppp) “**Project Description**” means the detailed description of Project set forth on Exhibit F.

(qqqq) “**Project Site**” means the approximately 187 acre land assemblage upon which the Project is to be developed and constructed, as depicted on Exhibit G.

(rrrr) “**Publicly Traded Corporation**” means a Person, other than an individual, to which either of the following provisions applies: the Person has one (1) or more classes of voting securities registered under Section 12 of the Securities Exchange



Act of 1934, 15 U.S.C. §781; or the Person issues securities and is subject to Section 15(d) of the Securities Exchange Act of 1934, 15 U.S.C. §780(d).

(ssss) “**Radius Restriction**” is defined in Section 4.6(a).

(tttt) “**Radius Restriction Agreement(s)**” means the Radius Restriction Agreement(s) dated as of the Closing Date between the Town and each of the Restricted Party(ies) as requested by the Town in substantially the same form as Exhibit O attached hereto.

(uuuu) “**Releases**” means the executed releases to be delivered as part of the Closing Deliveries by Developer, its Affiliates and its other direct and indirect equity owners in substantially the same form as Exhibit L attached hereto.

(vvvv) “**Report**” is defined in Section 3.3(c)(iii).

(wwww) “**Residence Impact Fund**” is defined in Section 4.2(b).

(xxxx) “**Restore**” is defined in Section 10.1.

(yyyy) “**Restoration**” is defined in Section 10.1.

(zzzz) “**Restricted Area**” means the geographic area constituting the boundaries of the Commonwealth.

(aaaaa) “**Restricted Owner**” means each of (i) Developer; (ii) Casino Manager; (iii) MPTN; and (iv) any Person who owns a direct or indirect interest in Developer or Casino Manager through one (1) or more intermediary entities, excluding, however, any Person who (x) would be a Restricted Owner due solely to such Person’s ownership of a direct or indirect interest in a Publicly Traded Corporation, or (y) would be a Restricted Owner but such Person owns less than a ten percent (10%) direct or indirect interest in Developer or Casino Manager.

(bbbbb) “**Restricted Party**” means each of (i) Developer; (ii) Casino Manager; (iii) MPTN; (iv) Affiliates of each of the foregoing; and (v) any Person who owns a direct or indirect interest in Developer or Casino Manager through one (1) or more intermediary entities, excluding, however, any Person who (x) would be a Restricted Party due solely to such Person’s ownership of a direct or indirect interest in a Publicly Traded Corporation, or (y) would be a Restricted Party but such Person owns less than a ten percent (10%) direct or indirect interest in Developer or Casino Manager, or (z) would be a Restricted Party but such Person qualifies as a Passive Investor.

(ccccc) “**Restrictions**” is defined in Section 4.8(b).

(dddd) “**Subordination Agreement**” means the executed Subordination Agreement dated as of the Closing Date between the Town and the Casino Manager pursuant to which the Casino Manager agrees to subordinate its Management Fee upon an Event of Default in substantially the same form as Exhibit S attached hereto.



(eeee) “**RFA-2**” is defined in Section 2.2.

(ffff) “**RFA-2 Response**” is defined in section 4.3(b).

(gggg) “**Surrounding Communities**” shall have the same meaning as defined in the Act.

(hhhh) “**Tax Affidavit**” means a tax affidavit in the form of Exhibit R attached hereto.

(iiii) “**Tax Shortfall**” is defined in Section 4.3(b).

(jjjj) “**Term**” is defined in Section 2.4.

(kkkk) “**Town**” means the Town of Milford, Massachusetts, a municipal corporation.

(llll) “**Transfer**” means (i) any sale (including agreements to sell on an installment basis), lease, assignment, transfer, pledge, alienation, hypothecation, merger, consolidation, reorganization, liquidation, or any other disposition by operation of law or otherwise, and (ii) the creation or issuance of new or additional interests in the ownership of any entity.

(mmmm) “**Transfer Restriction Agreements**” means the Transfer Restriction Agreements dated as of the Closing Date between the Town and each of the Restricted Owners as requested by the Town in substantially the same form as Exhibits I and J attached hereto.

(nnnn) “**Work**” means demolition and site preparation work at the Project Site, and construction of the improvements constituting the Project in accordance with the construction documents for the Project and includes labor, materials and equipment to be furnished by a contractor or subcontractor.

## **2. General Provisions**

### **2.1 Findings**

The Town hereby finds that the development, construction and operation of the Project will (i) be in the best interest of the Town, Eastern Massachusetts and the Commonwealth; (ii) contribute to the objectives of providing and preserving gainful employment opportunities for residents of the Town; (iii) support and contribute to the economic growth of the Town, Eastern Massachusetts and the Commonwealth including supporting and utilizing local and small businesses, minority, women and veteran business enterprises; (iv) attract commercial and industrial enterprises, promote the expansion of existing enterprises, combat community blight and deterioration, and improve the quality of life for residents of the Town; (v) support and promote tourism in Eastern Massachusetts and the Town; and (vi) provide the Town and the Commonwealth with additional tax revenue.

## 2.2 Developer's Rights

Upon (i) the execution hereof by the Board and other necessary Town officials; and (ii) the approval by the Board to hold the Election prior to a positive determination of suitability having been issued to the Developer by the Commission pursuant to the Commission's Request for Application – Phase One, the Developer shall have the right and obligation to:

(a) request that the Town direct the clerk of the Town to set a date certain for the Election, which date shall be no less than sixty (60) days and no more than ninety (90) days from the date of such request; and

(b) submit this Agreement to the Commission as part of the Developer's application for a Category 1 license, provided that (x) there is an affirmative vote by the Town's voters in the Election; (y) an appropriate zoning by-law amendment to take into account all elements of the Project has been approved by the Town; and (z) Developer has satisfied the Closing Conditions.

Developer and the Town acknowledge that the Developer and Town shall each have the right to cancel the Election requested by Developer pursuant to Section 2.2(a) if the Commission determines that Developer is unable to proceed to the Request for Application - Phase Two of the selection process ("REA-2") before the date set for such Election. In addition, prior to the Election, Developer and the Town shall cooperate to comply with the provisions of emergency regulation 205 CMR 115.05(6).

## 2.3 Closing Conditions

The Developer's rights set forth in Section 2.2(a) shall be subject to the satisfaction, prior to or on the Closing Date, of the following conditions precedent, each in form and substance reasonably satisfactory to the Town (collectively, the "Closing Conditions"):

(a) the Town's receipt of the following items (the "Closing Deliveries"), which items shall be delivered by Developer at the offices of the Town Counsel, 52 Main Street, Milford, Massachusetts 01757, on or before 10:00 a.m. local time, on the Closing Date:

- (i) The Transfer Restriction Agreements executed by the Restricted Owners as requested by the Town;
- (ii) An opinion of counsel from Developer to the Town covering customary organizational, due authority, conflict with other obligations, enforceability (including, specifically, the enforceability of the waiver of sovereign immunity by MPTN in its Radius Restriction Agreement, Transfer Restriction Agreement and the Release) and other matters reasonably requested by the Town;
- (iii) The Closing Certificate;

- (iv) The Notice of Agreement;
  - (v) The Tax Affidavit, executed by an authorized party;
  - (vi) Evidence of payment of Developer's due and unpaid Development Process Cost Fees incurred to date, if any;
  - (vii) The Releases;
  - (viii) Board resolutions of Developer, properly certified, approving this Agreement and authority to execute;
  - (ix) The Radius Restriction Agreement(s), executed by the Restricted Parties as requested by the Town; and
  - (x) The Subordination Agreement, executed by the Casino Manager.
- (b) No Default or Event of Default shall have occurred and be continuing hereunder.
- (c) The representations and warranties of Developer contained in Section 5.1 are true and correct in all material respects at and as of the Closing Date as though then made.
- (d) No material adverse change shall have occurred in the condition (financial or otherwise) or business prospects of Developer or MPTN.

## **2.4 Term**

The term of this Agreement shall commence upon the execution by the Board and other necessary Town officials and shall continue until the expiration of the Category 1 license issued to the Developer unless (i) sooner terminated as provided herein and except as to those provisions that by their terms survive or (ii) extended as provided in the next sentence. The term of this Agreement shall automatically be extended upon any and each renewal of the Developer's Category 1 license; provided, that at the time of each extension Developer has received no written notice of an Event of Default for a default which remains uncured. The term of this Agreement, including any extensions thereof, shall be referred to as the "Term".

## **3. Project**

### **3.1 Approvals; Permits and Other Items.**

(a) The Developer shall use its best efforts to promptly apply for, pursue and obtain all Approvals necessary to design, develop, construct and operate the Project. Until all such Approvals are obtained, the Developer shall provide the Town, from time to time upon its request, but not more often than once each calendar month following issuance of a Category 1 license to Developer, with a written update of the status of such Approvals. If any Approvals are denied or unreasonably delayed, the Developer shall

provide prompt written notice thereof to the Town, together with Developer's written explanation as to the circumstances causing such delay or resulting in such denial and Developer's plan to cause such Approvals to promptly be issued. Upon obtaining such Approvals, the Developer shall develop and construct the Project in material compliance with the Concept Design Documents and the Project Description. To determine compliance with the Concept Design Documents and the Project Description, Developer shall submit the following to the Town: (i) no later than six (6) months following the issuance by the Commission of a Category 1 license to Developer, final Project concept design documents; (ii) no later than twelve (12) months following the issuance by the Commission of a Category 1 license to Developer, fifty percent (50%) construction documents for the Project, and (iii) no later than seventeen (17) months following the issuance by the Commission of a Category 1 license to Developer, ninety-five percent (95%) construction documents for the Project.

(b) The Town acknowledges and agrees that, notwithstanding the specific Concept Design Documents and the Project Description, the Developer may alter the Concept Design Documents, the Project Description and the Project and its Components provided that any Material Change, whether in scope or size, to any of the foregoing (including the addition or deletion of a Component) shall require the approval of the Board, which approval shall not be unreasonably withheld. Developer agrees that it will work with the Town, the Town's consultants and all applicable Governmental Authorities in a good faith attempt to exhaust all reasonable alternatives to locate the Project on the Project Site such that all Project structures will be located as far from any residence as is reasonably possible. In no event shall any Project structure be located closer than 600 feet from the nearest residence, as such residence is existing as of the date of this Agreement (excluding (i) any existing, detached ancillary structure located on the property of a residence (e.g., any sheds, garages, and other outlot structures); (ii) any additions, alterations or other modifications made to any such existing residence or detached ancillary structure after the date of this Agreement; and (iii) any residence that is owned or otherwise controlled by Developer); provided, however, that acknowledging the complexities of determining specific measuring points, Developer may deviate from such 600 feet by no more than three percent (3%).

(c) So long as Gaming is permitted by law to be conducted at the Project, the primary business to be operated at the Project shall be Gaming.

(d) The total cost of the Project inclusive of all Off-Site Traffic Improvements will be approximately One Billion Dollars (\$1,000,000,000).

### **3.2 Performance of Work**

(a) Developer shall ensure that all Work is performed in a good and workmanlike manner and in accordance with all Governmental Requirements and First Class Project Standards. Without limiting the generality of the foregoing sentence, Developer shall ensure that all materials used in the construction of the Project shall be of first class quality, and the quality of the Finish Work shall meet or exceed First Class Project Standards.

(b) Developer shall ensure that the Project is constructed utilizing sustainable development principles in accordance with Section 18(8) of the Act determined as of the date of submission of its response to the RFA-2 to the Commission.

### **3.3 Duty to Complete; Commencement of Operations**

(a) The Developer shall Complete the Project not later than the Construction Completion Date, achieve Operations Commencement not later than the Operations Commencement Date and achieve Final Completion not later than the Final Completion Date. Operations Commencement shall not occur until all traffic, water, stormwater and sewer improvements set forth in Exhibit D have been completed. Upon the occurrence of an event of Force Majeure, the Construction Completion Date, Final Completion Date, and the Operations Commencement Date, shall each be extended on a day-for-day basis but only for so long as the event of Force Majeure is in effect, plus such period of time not to exceed one hundred and twenty (120) days, in each case, as the Developer may require under the circumstances to remobilize its design and construction team, including its architect, general contractor, subcontractors and vendors of goods and services.

(b) To assure completion of the Project, Developer shall (i) comply with the provisions of Section 10(a) of the Act and either deposit in an escrow an amount equal to Ten Percent (10%) of its total investment proposed in its RFA-2 or, if so allowed by the Commission, secure a deposit bond insuring that Ten Percent (10%) of the proposed capital investment will be forfeited to the Commonwealth if the Project is not completed; (ii) provide the Town with an executed (x) copy of a completion bond or other form of financial guaranty from the general contractor engaged by Developer to construct the Project in such amount and form customary for projects similar to the Project and (y) construction management plan, each of which is reasonably acceptable to the Town. Developer's construction management plan shall address site issues, including, but not limited to, sequencing of construction events, construction milestones, light, noise, dust and traffic mitigation measures, rodent and waste controls, contact information for the Project's general contractor's site manager, and shall include all other items required by Governmental Authorities relating to all applicable Governmental Requirements and specify all Approvals necessary in connection with the construction of the Project.

(c) In addition to complying with the Town's customary requirements for issuance of a building permit for the Project, the Town will not issue such building permit for the Project until the following have occurred:

- (i) With respect to the Collector/Distributor Road, the Massachusetts Secretary of Environmental Affairs has issued a decision on the Project Final Environmental Impact and specifically the completion of MassDOT Section 61 Findings documenting the mitigation agreement with the Commonwealth covering the Collector/Distributor Road; the U.S. Department of Transportation has issued its Finding of No Significant Impact covering the Collector/Distributor Road; MassDOT has issued a preliminary approval of the Collector/Distributor Road 25% design drawings;

Developer has entered into a construction contract for the Collector/Distributor Road; and the Milford Conservation Commission or MassDEP has issued an Order of Conditions pursuant to the requirements of the Massachusetts Wetlands Protection Act for work related to the Collector/Distributor Road;

- (ii) MassDEP has issued a Sewer Extension Permit covering the sewer improvements being made by Developer as described on Exhibit D-3;
- (iii) A well completion report (the “**Report**”) demonstrating that the water production capacity of the Town is such that the Town has excess capacity as set forth on Exhibit D-2 after taking into account the projected needs of the Project, has been completed by a driller authorized under and pursuant to the requirements of 310 CMR 46.00 – Certification of Well Drillers and Filing of Well Completion Reports and the Report has been reviewed and approved by the (x) Milford Water Company; (y) a third-party consultant retained by the Milford Water Company; and (z) a consultant retained by the Town; and
- (iv) Delivery of the Noise Study Report as described in Exhibit D-5.

(d) In addition to complying with the Town’s customary requirements for issuance of an occupancy permit for the Project, the Town will not issue such occupancy permit for the Project until the following have occurred to the reasonable satisfaction of the Town:

- (i) All traffic improvements, including Off-Site Road Improvements as described on Exhibit D-1, are constructed and operational;
- (ii) Developer has completed all water improvements required to be completed prior to Operations Commencement as described on Exhibit D-2; and
- (iii) Developer has completed all sewer and stormwater improvements required to be completed prior to Operations Commencement as described on Exhibits D-3 and D-4, respectively.

### **3.4 Project Operations**

(a) Developer agrees to diligently operate and maintain the Project and all other support facilities for the Project owned or controlled by Developer in accordance with all Governmental Requirements and First Class Project Standards and in compliance with this Agreement.

(b) Developer covenants that, at all times following the Operations Commencement Date, it will, directly or indirectly: (i) continuously operate and keep

open the Casino for Casino Gaming Operations for the maximum hours permitted under Governmental Requirements and in accordance with Town by-laws so long as not in conflict with the Developer's obligations under this Agreement; (ii) continuously operate and keep open for business to the general public for the maximum hours permitted under Governmental Requirements and in accordance with Town by-laws, the hotel Component and the parking Component; and (iii) operate and keep open for business to the general public all Components (other than hotel Component, parking Component and Components where Casino Gaming Operations are conducted) in accordance with commercially reasonable hours of operation. Notwithstanding the foregoing, Developer shall have the right from time to time in the ordinary course of business and without advance notice to Town, to close portions of any Component for (x) such reasonable periods of time as may be required for repairs, alterations, maintenance, remodeling, or for any reconstruction required because of casualty, condemnation, governmental order or Force Majeure (y) to respond to then existing market conditions, or (z) such periods of time as may be directed by a Governmental Authority; provided, however, no such direction shall relieve Developer of any liability as a result of such closure to the extent caused by an act or omission of Developer as provided for otherwise in this Agreement. Notwithstanding Developer's covenants as set forth in this Section 3.4, Developer has the right to alter the operations of the Project in accordance with any changes to the Act.

### **3.5 Casino Liaison Office; Community Advisory Committee**

(a) In order to facilitate and expedite Developer's obligations to develop and construct the Project, the Town shall establish and maintain, until Operations Commencement, a casino liaison office. The staff of the casino liaison office will include an ombudsman who, consistent with Section 96 of An Act Establishing Expanded Gaming in the Commonwealth (Chapter 194 of the Session Laws of 2011), will coordinate the efforts of the various Town departments involved in the development and construction of the Project and serve as an information resource for the Developer and as a representative and facilitator for Developer in the processing of its permitting, licensing and regulatory approvals.

(b) Upon Operations Commencement, the Town and Developer will establish a Community Advisory Committee. The Community Advisory Committee shall be comprised of nine (9) members as follows: three (3) members shall be appointed by the Board, three (3) members shall be appointed by Developer, one (1) member shall be appointed by the Milford Area Chamber of Commerce, one (1) member shall be appointed by the Milford Finance Committee, and one (1) member shall be appointed by the Milford Planning Board. Members of the Community Advisory Committee shall serve at the pleasure of their respective appointing authorities. The Community Advisory Committee shall meet quarterly the first twenty-four (24) months following Operations Commencement, and twice annually thereafter, or as otherwise needed, at locations within the Town or at the Project according to procedures established by the Community Advisory Committee. The Community Advisory Committee may make non-binding recommendations to the Developer and the Town concerning matters involving the Project which directly impact the Town and its residents.



## 4. Other Obligations

### 4.1 Direct Community Impact Payments

(a) The Developer recognizes and acknowledges that the construction and operation of the Project will cause direct impacts on the Town which will require that the Town and other governmental units of the Town provide continuing mitigation of Direct Community Impacts so that Town residents, including the additional temporary and permanent workforce and the increased number of expected visitors to the Town related to the Project, will receive substantially the same level of fire, safety, and, in the case of new students who are children of Project employees who relocate to the Town, educational services, as currently are provided to Town residents. The Developer also recognizes and acknowledges that (i) the ultimate responsibility to mitigate Direct Community Impacts is with the Town and other governmental units of the Town and therefore the Town and such other governmental units must have the ability to determine the planning, training of personnel, purchase of equipment and delivery of services needed to mitigate Direct Community Impacts; and (ii) the identification of and need for mitigation of Direct Community Impacts may change over time.

(b) The Developer shall be obligated to make the Direct Community Impact Payments in the amounts and according to the schedule set forth on Exhibit A, which exhibit is incorporated by reference as part of this Agreement. In addition, the Parties shall meet no later than ninety (90) days prior to (i) the first anniversary of Operations Commencement and (ii) every first anniversary of such date thereafter throughout the Term, for the purpose of determining whether the Direct Community Impact Payments and the timing thereof are adequate, deficient, or excessive, to mitigate the Direct Community Impacts due either to errors in the estimates of Direct Community Impacts (including the cost of mitigating Direct Community Impacts) or changed circumstances relating to the Project, its employees, or its operations. At each such meeting the Board shall identify and present to the Developer a list of and explanation for such Direct Community Impact Payments, if any, and the Parties shall negotiate in good faith the amount of and timing for Direct Community Impact Payments to be made by Developer; provided, however, that the Direct Community Impact Payments shall be increased as a result of such negotiations only if the Town can demonstrate by a study conducted by an independent consulting firm jointly selected and engaged by the Developer and Town (the cost of which study shall be paid fifty percent (50%) by the Town and fifty percent (50%) percent by Developer) and the Direct Community Impacts are (1) not caused in substantial part by development projects independent of the Project or by any changes in the overall funding by the Town for such services through its annual funding and budgeting process; and (2) not based upon categories of services other than police, fire, emergency medical services and education.

### 4.2 Community Development Grants and Residence Impact Fund

(a) Recognizing the fact that the: (i) development and operation of the Project will cause Indirect Community Impacts; and (ii) Act requires that the Developer demonstrate how Developer proposes to address community development, the Town



Treasurer shall establish a separate fund (the “**Community Development Fund**”) for the purpose of accepting and administering (pursuant to municipal finance appropriation laws and policies) grants from the Developer in the amounts set forth on Exhibit E (the “**Community Development Grant(s)**”). The Community Development Grants shall be paid as provided in Exhibit E and shall be used by the Town for the purposes set forth in Exhibit E.

(b) No later than thirty (30) days after the date that Developer is issued a Category 1 license by the Commission, Developer shall deposit Two Million Five Hundred Thousand Dollars (\$2,500,000) (the “**Residence Impact Fund**”) into a segregated, interest-bearing account maintained at a bank or financial or other institution as may be determined by the Board. Funds held in the Residence Impact Fund shall be used by Developer to compensate any Affected Homeowner for any Decline in Value resulting from a Bona Fide Sale. The payment by the Developer to any such Affected Homeowner shall be made within thirty (30) days of Developer’s receipt of written notice from the Affected Homeowner that the Bona Fide Sale has closed, together with such reasonable documentation as may be necessary to allow Developer to verify the Decline in Value. Developer’s obligation to reimburse all Affected Homeowners shall be limited to the amounts on deposit in the Residence Impact Fund. Any amounts remaining in the Residents Impact Fund (other than for amounts being held pending resolution of any dispute or payment due relating to this Section 4.2(b)) shall be disbursed by Developer to the Town no later than sixty (60) days following the Fund Termination Date.

#### **4.3 Payment of Taxes**

(a) In addition to the Developer’s obligation to make the Direct Community Impact Payments and Community Development Grants, Developer recognizes its obligation to pay real estate taxes on the Project Site and personal property taxes on all Project personal property consistent with Governmental Requirements.

(b) In addition to the amounts payable in Section 4.3(a), annually, Developer shall pay to the Town an amount equal to the difference (provided such difference results in a positive number), if any, between (i) Twenty-Five Million Dollars (\$25,000,000) and (ii) the amount of real estate and personal property taxes assessed with respect to the Project as of January 1 of each year immediately following the year in which Operations Commencement occurs (the “**Tax Shortfall**”). The Tax Shortfall, if any, shall be due and payable in equal quarterly installments in the year immediately following such assessment on the same dates as real estate taxes on the Project are then due.

#### **4.4 Additional Commitments**

Developer recognizes and acknowledges that the Town’s decision to enter into this Agreement is based, among other things, on the Additional Commitments. The Additional Commitments further the objectives of the Act and are essential criteria upon which the Commission will make its decision as to whether to issue a Category 1 license to Developer. Accordingly, Developer agrees to timely perform each of the Additional Commitments, each of which is a material inducement to the Town to enter into this Agreement. The Additional

Commitments are set forth on the following exhibits and are hereby incorporated by reference as a part of this Agreement:

- (a) Exhibit B “Business Operations and Marketing Obligations”;
- (b) Exhibit C “Employment, Workforce Development and Opportunities for Local Businesses Obligations”; and
- (c) Exhibit D “Other Obligations of Developer”.

#### **4.5 Payment of Development Process Cost Fees**

(a) Developer shall pay the due and unpaid Development Process Cost Fees on or before the fifth (5<sup>th</sup>) Business Day following the execution of this Agreement by Developer, and thereafter in accordance with the procedures set forth in Section 4.5(b). Any such Development Process Cost Fees due the Town’s consultants shall be paid by Developer directly to such consultants.

(b) The Town shall invoice Developer from time to time, but no more frequently than monthly for the Development Process Costs incurred since the prior monthly invoice. Developer shall pay such invoiced Development Process Cost Fees within thirty (30) Business Days from the date of the invoice, directly to the third parties with respect to whom the Town incurred the Development Process Cost Fees in accordance with the instructions provided in the invoice. Such third parties shall be intended third-party beneficiaries of Developer’s obligation to pay Development Process Cost Fees. The Town invoice provided by the Town shall include a summary of the charges and such detail as Town reasonably believes is necessary to inform Developer of the nature of the costs and expenses, subject to privilege and confidentiality restrictions. At Developer’s request, the Town shall consult with Developer on the necessity for such charges during the ten (10) Business Days period immediately subsequent to Developer’s receipt of such summary. Developer’s obligation to pay Development Process Cost Fees incurred by the Town prior to any termination of the Agreement shall survive termination of the Agreement.

#### **4.6 Radius Restriction**

(a) No Restricted Party shall directly or indirectly: (i) manage, operate or become financially interested in any casino within the Restricted Area other than the Project; (ii) make application for any franchise, permit or license to manage or operate any casino within the Restricted Area other than the Project; or (iii) respond positively to any request for proposal to develop, manage, operate or become financially interested in any casino within the Restricted Area other than the Project (all of the previous clauses (i), (ii) and (iii) comprising the “**Radius Restriction**”). Developer shall cause each Restricted Party as requested by the Town, to execute and deliver to the Town as part of the Closing Deliveries, an agreement to abide by the Radius Restriction. The restrictions in this Section 4.6(a) shall not apply to internet based gaming.

(b) If any Restricted Party acquires or is acquired by a Person such that, but for the provisions of this Section 4.6, such Restricted Party or the acquiring Person would be in violation of the Radius Restriction as of the date of acquisition, then such party shall have two (2) years in which to comply with the Radius Restriction.

(c) It is the desire of the Parties that the provisions of this Section 4.6 be enforced to the fullest extent permissible under the laws and public policies in each jurisdiction in which enforcement might be sought. Accordingly, if any particular portion of this Section 4.6 shall ever be adjudicated as invalid or unenforceable, or if the application thereof to any party or circumstance shall be adjudicated to be prohibited by or invalidated by such laws or public policies, such section or sections shall be (i) deemed amended to delete therefrom such portions so adjudicated or (ii) modified as determined appropriate by such a court, such deletions or modifications to apply only with respect to the operation of such section or sections in the particular jurisdictions so adjudicating on the parties and under the circumstances as to which so adjudicated.

(d) The provisions of this Section 4.6 and the related Radius Restriction Agreements shall lapse and be of no further force or effect ten (10) years after the Operations Commencement.

#### **4.7 Statutory Basis for Fees; Default Rate**

(a) Developer recognizes and acknowledges that the Direct Community Impact Payments and the Development Process Cost Fees (collectively, the “**Developer Payments**”) are: (i) authorized under Section 15(8) of the Act and Massachusetts General Law Chapter 40, Section 22F; (ii) are being charged to Developer in exchange for particular governmental services which benefit Developer in a manner not shared by other members of society; (iii) paid by Developer by choice in that Developer has voluntarily requested that the Town serve as its host community and would not be obligated to pay such amounts but for such request; and (iv) paid not to provide additional revenue to the Town but to compensate the Town and other governmental units for providing Developer with the services required to allow Developer to construct and operate the Project and to mitigate the impact of Developer’s activities on the Town and its residents.

(b) All amounts payable by Developer hereunder, including Developer Payments, shall bear interest at the Default Rate from the due date (but if no due date is specified, then fifteen (15) Business Days from demand for payment) until paid.

#### **4.8 Notice of Agreement**

(a) The Parties agree that the Notice of Agreement shall not in any circumstance be deemed to modify or to change any of the provisions of this Agreement.

(b) The restrictions imposed by and under Sections 4.9, 6.3(b) and 8.1 (collectively, the “**Restrictions**”) will be construed and interpreted by the Parties as covenants running with the land. Developer agrees for itself, its successors and assigns to be bound by each of the Restrictions. The Town shall have the right to enforce such

Restrictions against Developer, its successors and assigns to or of the Project or any part thereof or any interest therein.

#### **4.9 Financing**

(a) Developer agrees to deliver to the Town for its review, but not approval, relevant documents relating to each Financing.

(b) If any interest of Developer is Transferred by reason of any foreclosure, trustee's deed or any other proceeding for enforcement of the Mortgage, then the Mortgagee (or any Nominee of the Mortgagee) shall agree to assume the obligations of the Developer hereunder except as otherwise provided in this Section 4.9. As used in this Agreement, the term "**Nominee**" shall mean a Person who is designated by Mortgagee to act in place of the Mortgagee solely for the purpose of holding title to the Project and performing the obligations of Developer hereunder. Notwithstanding the foregoing, the Town shall not have the right to terminate this Agreement as a result of Mortgagee failing to assume the obligations of Developer hereunder unless Mortgagee or its Nominee fails to do so within six (6) months following Mortgagee's acquisition of the Project; it being acknowledged that Mortgagee may intend to Transfer its interest in the Project to a Nominee and such Nominee shall assume the obligations of Developer hereunder.

(c) In no event may Developer or any Finance Affiliate represent that the Town is or in any way may be liable for the obligations of Developer or any Finance Affiliate in connection with (i) any financing agreement or (ii) any public or private offering of securities. If Developer or any Finance Affiliate shall at any time sell or offer to sell any securities issued by Developer or any Finance Affiliate through the medium of any prospectus or otherwise that relates to the Project or its operation, Developer shall (i) first submit such offering materials to the Town for review with respect to Developer's compliance with this Section 4.9 and (ii) do so only in compliance with all applicable federal and state securities laws, and shall clearly disclose to all purchasers and offerees that (y) the Town shall not in any way be deemed to be an issuer or underwriter of such securities, and (z) the Town and its officers, directors, agents, and employees have not assumed and shall not have any liability arising out of or related to the sale or offer of such securities, including any liability or responsibility for any financial statements, projections, forward-looking statements or other information contained in any prospectus or similar written or oral communication. Developer agrees to indemnify, defend or hold the Town and its respective officers, directors, agents and employees free and harmless from, any and all liabilities, costs, damages, claims or expenses arising out of or related to the breach of its obligations under this Section 4.9.

(d) Neither entering into this Agreement nor any breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Project or the Project Site made in good faith and for value.

(e) Provided Developer has provided the Town with written notice of the existence of any Mortgage together with Mortgagee's address and a contact party, simultaneously with the giving to Developer of any notice of default under this

Agreement, the Town shall give a duplicate copy thereof to any Mortgagee by registered mail, return receipt requested, and no such notice to Developer shall be effective unless a copy of the same has been so sent to Mortgagee. Any Mortgagee shall have the right to cure any default by Developer under this Agreement within the same period by which Developer is required to effectuate any such cure plus (a) an additional thirty (30) days for any monetary default hereunder and (b) an additional ninety (90) days for any non-monetary default hereunder; provided that any such ninety (90) day period shall be extended to the extent that the default is of the nature that it cannot reasonably be expected to be cured within such ninety (90) day period and Mortgagee is diligently prosecuting such cure to completion or otherwise has commenced action to enforce its rights and remedies under any Mortgage to recover possession of the Project. In all cases, the Town agrees to accept any performance by Mortgagee of any obligations hereunder as if the same had been performed by Developer, and shall not terminate the Agreement until the requisite time periods for cure by Mortgagee have been exhausted pursuant to the terms hereof.

(f) In the event of a non-monetary default which cannot be cured without obtaining possession of the Project or that is otherwise personal to Developer and not susceptible of being cured, the Town will not terminate this Agreement without first giving Mortgagee reasonable time within which to obtain possession of the Project, including possession by a receiver, or to institute and complete foreclosure proceedings. Upon acquisition of Developer's interest in the Project and performance by Mortgagee of all covenants and agreements of Developer, except those which by their nature cannot be performed or cured by any person other than the Developer, the Town's right to terminate this Agreement shall be waived with respect to the matters which have been cured by Mortgagee.

#### **4.10 Closing Deliveries**

By the Closing Date, Developer will deliver or cause to be delivered all of the Closing Deliveries.

#### **4.11 Land Use, Infrastructure Improvements and Approvals**

Developer and the Board agree to cooperate with each other to seek an appropriate amendment to the Town's zoning by-laws to take into account all elements of the Project. The Board cannot assure the Developer that such rezoning will be approved. Further, nothing herein shall be deemed to prohibit any member of the Board who votes in the minority concerning the Town's execution of this Agreement from taking any action in opposition to any proposal relating to the Project. The Board, without any cost or expense to the Town, will cooperate with Developer to seek bond or other financing by and from federal or state governmental agencies or authorities for infrastructure and/or roadway improvements.

The Town agrees, to the fullest extent permitted by law, that subsequent to the Developer obtaining the zoning by-law amendments necessary to construct, develop and operate the Project, to process Developer's (or its consultants and subconsultants, and contractors and subcontractors, on Developer's behalf) Approvals over which the Town has exclusive control in a manner consistent with the Developer's construction schedule so long as Developer has

submitted complete supporting documentation (including payment of all applicable fees) and such Approval is consistent with the Concept Design Drawings and the Project Description and Governmental Requirements. Further, the Town agrees to the extent permitted by law, upon request by Developer (or its consultants and subconsultants, and contractors and subcontractors on Developer's behalf) to process Developer's Approvals over which the Town has exclusive control, on an expeditious basis as long as Developer has submitted complete supporting documentation (including payment of all applicable fees for expedited service).

#### **4.12 Purchase of Slot Machines**

Developer agrees to purchase whenever commercially reasonable and in its sole discretion domestically manufactured slot machines for installation in the Casino in accordance with Section 18(15) of the Act.

#### **4.13 State Lottery Matters**

Developer agrees to comply with all of the provisions of Section 15(1) of the Act and rules and regulations of the Commission thereto.

### **5. Representations and Warranties**

#### **5.1 Representations and Warranties of Developer**

As a material inducement to the Town to enter into this Agreement, Developer represents and warrants to the Town that each of the following statements is true and accurate as of the date of this Agreement and the Closing Date, except as otherwise indicated herein or in the exhibits referenced herein:

(a) Developer is duly organized, validly existing and in good standing under the Governmental Requirements of the State of Delaware. Developer has all requisite organizational power and authority to own and operate its properties, carry on its business and enter into and perform its obligations under this Agreement and all other agreements and undertakings to be entered into by Developer in connection herewith.

(b) Each financial statement, document, report, certificate, written statement and description delivered by Developer hereunder will be when delivered complete and correct in all material respects.

(c) Developer is not a party to any agreement, document or instrument that has a Material Adverse Effect on the ability of Developer to carry out its obligations under this Agreement.

(d) Developer currently is in compliance with all Governmental Requirements, its organizational documents and all agreements to which it is a party. Neither execution of this Agreement nor discharge by Developer of any of its obligations hereunder shall cause Developer to be in violation of any Governmental Requirement, its organizational documents or any agreement to which it is a party.



(e) This Agreement and Developer's Release when duly executed and delivered by Developer will constitute, legal, valid and binding obligations of Developer, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganization, moratorium or similar laws of general applicability affecting the enforcement of creditors' rights and subject to general equitable principles which may limit the right to obtain equitable remedies.

(f) The Developer has control over, and enforceable rights to obtain good title to, all parcels constituting the Project Site. Developer has no knowledge of any facts or any past, present or threatened occurrence that could preclude or impair its ability to obtain good title to any parcel constituting part of the Project Site which it does not own as of the date of this Agreement.

(g) Attached hereto as Exhibit T is a true and complete organizational chart of each of the Developer and the Casino Manager showing each direct and indirect equity owner of Developer or Casino Manager, as applicable, and the respective percentage ownership in Developer or Casino Manager, as applicable, as such Exhibit T may be amended from time to time prior to the Closing Date to reflect Permitted Transfers.

## **5.2 Representations and Warranties of the Town**

The Town represents and warrants to Developer that each of the following statements is true and accurate as of the Closing Date:

(a) The Town is a validly existing municipal corporation and has all requisite power and authority to enter into and perform its obligations under this Agreement, and all other agreements and undertakings to be entered into by the Town in connection herewith.

(b) This Agreement is binding on the Town and is enforceable against the Town in accordance with its terms, subject to applicable principles of equity and insolvency laws.

## **6. Covenants**

### **6.1 Affirmative Covenants of Developer**

The Developer covenants that throughout the Term, the Developer shall:

(a) Do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence.

(b) Do or cause to be done all things necessary to preserve, renew and keep in full force and effect the rights, licenses, registrations, permits, certifications, Approvals, consents, franchises, patents, copyrights, trade secrets, trademarks and trade names that are used in the conduct of its businesses and other activities, and comply with all Governmental Requirements applicable to the operation of its business and other activities, in all material respects, whether now in effect or hereafter enacted.

- (c) Furnish to the Town:
- (i) No later than ninety (90) days after the end of each calendar year of Developer commencing with the calendar year in which the Operation Commencement occurs, balance sheets, and statements of operations, owners' equity and cash flows of the Developer showing the financial condition and operations of the Developer as of the close of such year and the results of operations during such year, all of the foregoing consolidated financial statements to be audited by a firm of independent certified public accountants of recognized national standing acceptable to the Town and accompanied by an opinion of such accountants without material exceptions or qualifications.
  - (ii) No later than forty-five (45) days after the end of each fiscal quarter of Developer commencing with the fiscal quarter in which the Operation Commencement occurs, financial statements (including balance sheets and statements of cash flow and operations) showing the financial condition and results of operations of the Developer as of the end of each such fiscal quarter and for the then elapsed portion of the current fiscal year, accompanied by a certificate of an officer of the Developer that such financial statements have been prepared in accordance with GAAP, consistently applied, to the extent applicable.
  - (iii) Promptly upon the receipt thereof, but subject to the distribution limitations and restrictions contained therein, copies of all reports, if any, submitted to Developer by independent certified public accountants in connection with each annual, interim or special audit or review of the financial statements of Developer made by such accountants, including any comment letter (again, subject to the distribution limitations and restrictions contained therein) submitted by such accountants to management in connection with any annual review.
  - (iv) Within five (5) Business Days after submission to the Commission, accurate and complete copies of reports submitted pursuant to Sections 21(a)(12), 21(a)(23), 21(a)(24) and 23(a) of the Act.
  - (v) On the same date that Developer provides documentation in compliance with Section 6.1(c)(i) following the first full calendar year following Operations Commencement, a detailed statistical report covering those Developer's obligations set forth on Exhibit C which are not covered by reports delivered under Section 6.1(c)(iv) for the prior calendar year.



- (vi) From time to time, such other information regarding the compliance by Developer with the terms of this Agreement or the affairs, operations or condition (financial or otherwise) of Developer or as the Town may reasonably request in writing.

(d) No later than ninety (90) days after the end of each fiscal year of Developer commencing with the fiscal year in which the Closing Date occurs, Developer shall deliver to the Town:

- (i) a detailed report on Developer's obligations to comply with its Additional Commitments in such form as may reasonably be requested by the Town from time to time;
- (ii) a written description of any administrative determination, binding arbitration decision, or judgment rendered by a court of competent jurisdiction finding a willful and material violation by Developer of any federal, state or local laws governing equal employment opportunity during such fiscal year; and
- (iii) a statement as to whether Developer is aware of any non-compliance with the radius restrictions set forth in Section 4.6 or the restrictions on Transfer set forth in Section 8.1.

(e) Deliver to the Town prompt written notice of the following (but in no event later than five (5) Business Days following the actual knowledge thereof by Developer):

- (i) The issuance by any Governmental Authority of any injunction, order, decision, notice of any violation or deficiency, asserting a material violation of Governmental Requirements applicable to Developer or the Project, together with copies of all relevant documentation with respect thereto.
- (ii) The notice, filing or commencement of or any threatened notice, filing or commencement of, any action, suit or proceeding by or against Developer whether at law or in equity or by or before any court or any Governmental Authority and that, (A) if adversely determined against Developer, could result in injunctive relief or could result in uninsured net liability in excess of Five Million Dollars (\$5,000,000) in the aggregate (in either case, together with copies of the pleadings pertaining thereto) or (B) seeks to enjoin or otherwise prevent the consummation of, or to recover any damages or obtain relief as a result of, the Agreement, or the issuance of a Category 1 license to Developer by the Commission.
- (iii) To the knowledge of the Developer, any Default or Event of Default, specifying the nature and extent thereof and the action (if any) that is proposed to be taken with respect thereto.

- (iv) Any Transfer under Section 8.1 specifying the nature thereof and the action (if any) that is proposed to be taken with respect thereto.
- (v) To the knowledge of the Developer, any development in the business or affairs of Developer or the Casino Manager that could reasonably be expected to have a Material Adverse Effect.

(f) Maintain financial records in accordance with GAAP, or the equivalent thereof, and permit an authorized representative designated by the Town, upon reasonable advance written notice and at a reasonable time during normal business hours, to visit and inspect the properties and financial records and to make extracts from such financial records, all at the Developer's reasonable expense, and permit any authorized representative designated by the Town to discuss the affairs, finances and conditions of the Developer with any executive officer or other manager or officer of the Developer as such representative shall reasonably deem appropriate, and the Developer's independent public accountants.

(g) Make, or cause to be made, annual capital expenditures to the Project consistent with Section 21(a)(4) of the Act.

(h) Enter into and maintain, or cause the Casino Manager to enter into and maintain, during the Term, a marketing or similar agreement with the owner of the Foxwoods Facility for purposes of branding, sharing of customer information, joint marketing and customer loyalty programs and other matters.

(i) Contemporaneously with Developer, any Affiliate of Developer, or any direct or indirect owner of Developer obtaining title to the Project Site, Developer shall record, or cause to be recorded, against the Project Site a covenant not to develop, construct, locate or operate, or permit any Person to develop, construct, locate or operate any buildings or facilities on the Project Site other than (i) the Project, (ii) any roadway required to access real property located adjacent to the Project Site, and (iii) during any period prior to Operations Commencement, the continued operation of any business that is operating on the Project Site as of the date of this Agreement, without in each instance the approval of the Board in its sole discretion.

## **6.2 RFA-2 Response**

The Developer shall:

(a) Promptly and accurately complete and timely submit to the Commission its completed response to the Commission's RFA-2 (the "**RFA-2 Response**") together with all other information as the Commission may from time to time require from Developer in connection with its application for a Category 1 license, make all payments required under the Act to be made by an applicant for a Category 1 license and use its best efforts to satisfy all criteria necessary to be issued a Category 1 license by the Commission having no material conditions that are unacceptable to Developer.

(b) Deliver a copy of the RFA-2 Response to the Town (or to the extent any portions of such RFA-2 Response are deemed confidential by Developer, such delivery may be made to the Town's consultants pursuant to a customary non-disclosure agreement) simultaneous with or immediately following its submission, and reasonably consult with the Town in advance of such submission, as to its content.

(c) Consult with the Town prior to making any formal presentation to the Commission concerning its RFA-2 Response.

(d) Prior to the Commission issuing a Category 1 license to Developer, keep the Town informed as to all material contacts and communications between the Commission and its staff and Developer so as to enable the Town to evaluate the likelihood and timing of the Commission issuing a Category 1 license to Developer.

### **6.3 Negative Covenants of Developer**

The Developer covenants that throughout the Term, the Developer shall not:

(a) Upon the occurrence of a Default or an Event of Default, and until such time that such Default or Event of Default is cured, declare or pay any dividends or make any other payments or distributions to any Restricted Party.

(b) Directly or indirectly through one or more intermediary companies engage in or permit any Transfer of this Agreement, the Project, the Project Site or any ownership interest therein other than a Permitted Transfer without the prior consent of the Board, which consent shall not be unreasonably withheld; provided, however, upon prior notice to the Town and without the consent of the Board, Developer may Transfer its interest in this Agreement, the Project, or the Project Site, in whole or in part, to any Affiliate, in accordance with the Act, and so long as any direct or indirect owner (through one or more intermediary entities) of any interest in such Affiliate that, as a result of such Transfer, becomes a Restricted Owner delivers a Transfer Restriction Agreement to the Town.

(c) Develop, construct, locate or operate, or permit any Person to develop, construct, locate or operate any buildings or facilities on the Project Site without in each instance the approval of the Board, to be issued in its sole discretion, other than (i) the Project, (ii) any roadway required to access real property located adjacent to the Project Site, and (iii) during any period prior to Operations Commencement, the continued operation of any business that is operating on the Project Site as of the date of this Agreement, without in each instance the approval of the Board in its sole discretion. The above notwithstanding, prior to the Town's issuance of a certificate of occupancy, Developer shall be permitted to use areas of the Project Site for staging and access purposes during Project construction.

(d) Without the prior consent of the Board, at any one time, permit the Project to have more than 7,300 total Gaming Positions consisting of a mix of slot and video gaming machines, gaming tables, and poker tables as is customary in the gaming industry. For purposes of determining the total Gaming Positions at the Project, one slot

or video gaming machine shall be one position and each seat at a gaming table or poker table shall be one position.

#### **6.4 Confidentiality of Deliveries**

To the extent that the Act, other laws of the Commonwealth or any other Governmental Requirements, in the reasonable opinion of the Developer's legal counsel, allow confidential treatment of the items Developer is obligated to furnish to the Town under Sections 6.1(c), (d), or (e)(i), (ii), (iv) and (v) or Section 6.2(b) (the "**Developer's Confidential Items**"), the Developer shall have the right to deliver Developer's Confidential Items to the Town Counsel, Town Accountant, Town Assessor, Town Administrator, Board and the Town's consultants, upon each such Person's execution and delivery of a customary non-disclosure agreement. Further, to the extent that Developer requests confidential treatment of any other documentation or information required to be provided to the Town under this Agreement, and such documentation and information may be protected from disclosure by the Town under Applicable Law as reasonably determined by the Town Counsel, the Town shall maintain such documentation and information confidential to the extent permitted by Applicable Law. Upon receipt of a public record request for information relating to Developer's Confidential Items, the Town shall give prompt written notice of such request to Developer.

### **7. Default**

#### **7.1 Events of Default**

The occurrence of any of the following shall constitute an "**Event of Default**" under this Agreement:

(a) Subject to Force Majeure, if Developer shall materially default in the performance of any (i) Governmental Requirement; or (ii) commitment, agreement, covenant, term or condition (other than those specifically described in any other subparagraph of this Section 7.1) of this Agreement, and in such event if Developer shall fail to remedy any such default within sixty (60) days after receipt of written notice of default with respect thereto; provided, however, that if any such default is reasonably susceptible of being cured within ninety (90) days, but cannot with due diligence be cured by the Developer within sixty (60) days, and if the Developer commences to cure the default within sixty (60) days and diligently prosecutes the cure to completion, then the Developer shall not during such period of diligently curing be in default hereunder as long as such default is completely cured within ninety (90) days of the first notice of such default to Developer;

(b) If Developer shall make a general assignment for the benefit of creditors or shall admit in writing its inability to pay its debts as they become due;

(c) If Developer shall file a voluntary petition under any title of the United States Bankruptcy Code, as amended from time to time, or if such petition is filed against Developer and an order for relief is entered, or if Developer shall file any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or

any future federal bankruptcy code or any other present or future applicable federal, state or similar statute or law, or shall seek or consent to or acquiesce to or suffer the appointment of any trustee, receiver, custodian, assignee, liquidator or similar official of Developer, or of all or any substantial part of its properties or of the Project or any interest therein of Developer;

(d) If within ninety (90) days after the commencement of any proceeding against Developer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other present or future applicable federal, state or similar statute or law, such proceeding shall not have been dismissed; or if within ninety (90) days after the appointment, without the consent or acquiescence of Developer of any trustee, receiver, custodian, assignee, liquidator or other similar official of Developer or of all or any substantial part of its properties or of the Project or any interest therein of Developer, such appointment shall have not been vacated or stayed on appeal or otherwise, or if within ninety (90) days after the expiration of any such stay, such appointment shall not have been vacated;

(e) If any material representation or warranty made by Developer hereunder shall prove to have been false or misleading in any material respect as of the time made or furnished;

(f) If a default shall occur, which has not been cured within any applicable cure period, under, or if there is any attempted withdrawal, disaffirmance, cancellation, repudiation, disclaimer of liability or contest of obligations (other than a contest as to performance of such obligations) of, any Transfer Restriction Agreement, any Radius Restriction Agreement or the Subordination Agreement;

(g) If Developer fails to maintain in full force and effect policies of insurance meeting the requirements of Article 9 and in such event Developer fails to remedy such default within ten (10) Business Days after Developer's receipt of written notice of default with respect thereto from the Town;

(h) If the construction of the Project (inclusive of offsite activities) at any time is discontinued or suspended for a period of ninety (90) consecutive calendar days, subject to Force Majeure, and is not restarted prior to Developer's receipt of written notice of default hereunder;

(i) Subject to an event of Force Majeure, if Operations Commencement does not occur by the Operations Commencement Date; or

(j) If Developer fails to make any Developer Payments or any other payments required to be made by Developer hereunder as and when due, and fails to make any such payment within ten (10) days after receiving written notice of default from the Town.

## **7.2 Remedies**

(a) Upon an Event of Default, the Town shall have the right if it so elects to: (i) exercise any and all remedies available at law or in equity; (ii) terminate this Agreement; (iii) receive liquidated damages under the circumstances set forth in Section 7.4; (iv) exercise its rights under the Subordination Agreement; and/or (v) institute and prosecute proceedings to enforce in whole or in part the specific performance of this Agreement by Developer, and/or to enjoin or restrain Developer from commencing or continuing said breach, and/or to cause by injunction Developer to correct and cure said breach or threatened breach, and otherwise. None of the remedies enumerated herein are exclusive, except the Town's rights to receive liquidated damages under such circumstances in Section 7.4, which shall be the exclusive remedy under such circumstances, and nothing herein shall be construed as prohibiting the Town from pursuing any other remedies at law, in equity or otherwise available to it under the Agreement.

(b) Except as expressly stated otherwise, the rights and remedies of the Town whether provided by law or by this Agreement, shall be cumulative, except as set forth in Section 7.4, and the exercise by the Town of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach, to the extent permitted by law. No waiver made by the Town or Developer shall apply to obligations beyond those expressly waived in writing.

(c) Upon a breach of this Agreement by the Town, Developer shall have all remedies at law, in equity or otherwise available to it under this Agreement.

### **7.3 Termination**

Except for the provisions that by their terms survive, this Agreement shall terminate immediately upon the occurrence of any of the following, or as otherwise provided in this Agreement:

(a) Developer fails to satisfy the conditions precedent as set forth in Section 2.3 on or before the Closing Date, as the same may be waived or the time for delivery extended by the Town;

(b) Developer has been found not qualified by the Commission to proceed to the RFA-2 phase of the selection process;

(c) Developer fails to receive an affirmative vote of the Town's voters in the Election unless following such failure the Developer submits a new request to the Town for a ballot question and the Town signs an agreement with the Developer in accordance with Section 15(13) of the Act;

(d) Developer fails to obtain the zoning by-law amendments necessary to develop and operate the Project;

(e) The initial Category 1 license for Region A (as that term is defined in the Act) is issued to someone other than Developer or any of the Developer's Affiliates, and (i) such other party has both paid the Category 1 license fee pursuant to Section 10(d) of

the Act, and (ii) such award is not subject to any pending appeal, further review, or revocation proceeding; or

(f) Developer's Category 1 license (i) is revoked by a final, non-appealable order; (ii) expires and is not renewed by the Commission and Developer has exhausted any rights it may have to appeal such expiration or non-renewal; or (iii) imposes conditions which are not satisfied within the time periods specified therein, subject to any cure periods or extension rights.

These termination events are in addition to any other rights the Town or Developer may have to terminate this Agreement whether specified herein or otherwise available to the Town or Developer under law.

#### **7.4 Liquidated Damages**

The Town and Developer covenant and agree that because of the difficulty and/or impossibility of determining the Town's damages upon the: (i) occurrence of an Event of Default pursuant to Section 7.1(i); or (ii) suspension of Developer's Category 1 license, by way of detriment to the public benefit and welfare of the Town through lost employment opportunities, lost tourism, degradation of the economic health of the Town and loss of revenue, both directly and indirectly, Developer shall pay to the Town, during the Damage Period, as hereinafter defined, and the Town shall accept as an exclusive remedy, as liquidated damages and as a reasonable forecast of such potential damages, and not as penalties, as follows: upon the occurrence of an Event of Default pursuant to Section 7.1(i), or in the case of suspension of Developer's Category 1 license, the sum of Seven Thousand One Hundred Dollars (\$7,100) per calendar day shall be paid to the Town. Developer agrees to waive any and all affirmative defenses that the amount of liquidated damages provided herein constitutes a penalty. For purposes of this Section 7.4, the "**Damage Period**" shall commence on the date the Town delivers written notice to Developer of its election to receive liquidated damages pursuant to Section 7.4 and shall continue until the date that such default is cured or the date such suspension expires. In the event the Town reasonably anticipates that the Damage Period shall extend beyond ninety (90) days, the Town shall take reasonable steps to mitigate the Town's costs of providing services included in Direct Community Impacts, in order to achieve a savings in such costs, and shall credit any such cost savings against the foregoing liquidated damages. No liquidated damages under Section 7.4 shall be payable following the expiration of the Developer's Category 1 license at the end of the initial fifteen (15) year term, or in the event of any renewal thereafter, following the expiration of any such renewal.

### **8. Transfer of Ownership Interests**

#### **8.1 Transfer of Ownership Interests**

(a) The covenants that Developer is to perform under this Agreement for the Town's benefit are personal in nature. The Town is relying upon all Restricted Owners in the exercise of their respective skill, judgment, reputation and discretion with respect to the Project. Any Transfer by a Restricted Owner of (x) any direct ownership interest in Developer or Casino Manager; or (y) any ownership interest in any Restricted Owner



shall be subject to the rules and restrictions set forth in the respective Transfer Restriction Agreement, which Developer shall cause each Restricted Party, as requested by the Town, to execute and deliver to the Town, as part of the Closing Deliveries.

(b) Any transferee of a Restricted Owner shall hold its interests subject to the restrictions of such Transfer Restriction Agreement.

(c) Developer shall notify the Town as promptly as practicable upon Developer becoming aware of any Transfer.

(d) Notwithstanding any contrary provision contained in this Agreement, any Transfer Restriction Agreement or any other agreement or instrument relating to the Project, no Transfer or series of Transfers of any direct or indirect ownership interest in Developer, or any agreement the effect of which allows MPTN or any of its Affiliates to Control Developer, shall be valid or enforceable unless MPTN or any of its Affiliates which Control Developer, first delivers to the Town an executed waiver of sovereign immunity and opinion of its legal counsel as to the enforceability thereof in such form and containing such terms as are acceptable to the Town.

## **9. Insurance**

### **9.1 Maintain Insurance**

Developer shall maintain in full force and effect the types and amounts of insurance as set forth on Exhibit O.

### **9.2 Form of Insurance and Insurers**

Whenever, under the terms of this Agreement, Developer is required to maintain insurance, the Town shall be named as an additional insured in all such insurance policies to the extent of its insurable interest. All policies of insurance provided for in this Agreement shall be effected under valid and enforceable policies, in commercially reasonable form issued by responsible insurers which are authorized to transact business in the Commonwealth, having a financial strength rating by A.M. Best Company, Inc. of not less than "A-" or its equivalent from another recognized rating agency. Thereafter, as promptly as practicable prior to the expiration of each such policy, Developer shall deliver to the Town an Accord certificate, together with proof reasonably satisfactory to the Town that the full premiums have been paid or provided for at least the renewal term of such policies and as promptly as practicable, a copy of each renewal policy.

### **9.3 Insurance Notice**

Each such policy of insurance to be provided hereunder shall contain, to the extent obtainable on a commercially reasonable basis, an agreement by the insurer that such policy shall not be canceled or modified without at least thirty (30) days prior written notice by registered mail, return receipt requested, to the Town.

### **9.4 Keep in Good Standing**



Developer shall observe and comply with the requirements of all policies of public liability, fire and other policies of insurance at any time in force with respect to the Project and Developer shall so perform and satisfy the requirements of the companies writing such policies.

## **9.5 Blanket Policies**

Any insurance provided for in this Article 9 may be provided by blanket and/or umbrella policies issued to Developer covering the Project and other properties owned or leased by Developer; provided, however, that the amount of the total insurance allocated to the Project shall be such as to furnish in protection the equivalent of separate policies in the amounts herein required without possibility of reduction or coinsurance by reason of, or damage to, any other premises covered therein, and provided further that in all other respects, any such policy or policies shall comply with the other specific insurance provisions set forth herein and Developer shall make such policy or policies or a copy thereof available for review by the Town.

## **10. Damage and Destruction**

### **10.1 Damage or Destruction**

In the event of damage to or destruction of improvements at the Project or any part thereof by fire, casualty or otherwise, Developer, at its sole expense, shall promptly repair, restore, replace and rebuild (collectively, "Restore") the improvements, as nearly as possible to the same condition that existed prior to such damage or destruction using materials of an equal or superior quality to those existing in the improvements prior to such casualty. All work required to be performed in connection with such restoration and repair is hereinafter called the "Restoration." Developer shall obtain a temporary certificate of occupancy as soon as practicable after the completion of such Restoration. If neither Developer nor any Mortgagee shall commence the Restoration of the improvements or the portion thereof damaged or destroyed promptly following such damage or destruction and adjustment of its insurance proceeds, or, having so commenced such Restoration, shall fail to proceed to complete the same with reasonable diligence in accordance with the terms of this Agreement, the Town may, but shall have no obligation to, complete such Restoration at Developer's expense. Upon the Town's election to so complete the Restoration, Developer immediately shall permit the Town to utilize all insurance proceeds which shall have been received by Developer, minus those amounts, if any, which Developer shall have applied to the Restoration, and if such sums are insufficient to complete the Restoration, Developer, on demand, shall pay the deficiency to the Town. Each Restoration shall be done subject to the provisions of this Agreement. Notwithstanding the foregoing the obligation to proceed with Restoration shall be conditioned on the existence of a remaining term of the Category 1 license issued by the Commission of not less than five (5) years as of anticipated date of completion of the Restoration.

### **10.2 Use of Insurance Proceeds**

(a) Subject to the conditions set forth below, all proceeds of casualty insurance on the improvements shall be made available to pay for the cost of Restoration if any part of the improvements are damaged or destroyed in whole or in part by fire or other casualty.

(b) Promptly following any damage or destruction to the improvements by fire, casualty or otherwise, Developer shall:

- (i) give written notice of such damage or destruction to the Town and each Mortgagee; and
- (ii) deliver a written notice of Developer's intent to complete the Restoration in a reasonable amount of time plus periods of time as performance by Developer is prevented by Force Majeure events (other than financial inability) after occurrence of the fire or casualty.

(c) Developer agrees to provide monthly written updates to the Town summarizing the progress of any Restoration, including but not limited, anticipated dates for the opening of the damaged areas to the public, to the extent applicable.

(d) Developer shall have no notification requirements to the Town for any Restoration having a value less than One Hundred Million Dollars (\$100,000,000) in the aggregate.

### **10.3 No Termination**

Except as and to the extent provided in the last sentence of Section 10.1 and the last sentence of Section 10.4, no destruction of or damage to the Project, or any portion thereof or property therein by fire, flood or other casualty, whether such damage or destruction be partial or total, shall permit Developer to terminate this Agreement or relieve Developer from its obligations hereunder.

### **10.4 Condemnation**

If a Major Condemnation occurs, this Agreement shall terminate, and no Party shall have any claims, rights, obligations, or liabilities towards any other Party arising after termination, other than as provided for herein. If a Minor Condemnation occurs or the use or occupancy of the Project or any part thereof is temporarily requisitioned by a civil or military governmental authority for not more than thirty (30) days, then (a) this Agreement shall continue in full force and effect; (b) Developer shall promptly perform all Restoration required in order to repair any physical damage to the Project caused by the Condemnation, and to restore the Project, to the extent reasonably practicable, to its condition immediately before the Condemnation. If a Minor Condemnation occurs, any Proceeds in excess of Forty Million Dollars (\$40,000,000) will be and are hereby, to the extent permitted by applicable law and agreed to by the condemnor, assigned to and shall be withdrawn and paid into an escrow account to be created by an escrow agent (the "**Escrow Agent**") selected by (i) the first Mortgagee if the Project is encumbered by a first Mortgage; or (ii) Developer and the Town in the event there is no first Mortgagee, within ten (10) days of when the Proceeds are to be made available. If Developer or the Town for whatever reason cannot or will not participate in the selection of the Escrow Agent, then the other party shall select the Escrow Agent. Nothing herein shall prohibit the first Mortgagee from acting as the Escrow Agent. This transfer of the Proceeds, to the extent permitted by applicable law and agreed to by the condemnor, shall be self-operative and shall occur automatically upon the

availability of the Proceeds from the Condemnation and such Proceeds shall be payable into the escrow account on the naming of the Escrow Agent to be applied as provided in this Section 10.4. If the Town or Developer are unable to agree on the selection of an Escrow Agent, either the Town or Developer may apply to the Milford District Court for the appointment of a local bank having a capital surplus in excess of Two Hundred Million Dollars (\$200,000,000) as the Escrow Agent or if there is no local bank meeting such criterion, then any other bank located in the Commonwealth that does meet such criterion. The Escrow Agent shall deposit the Proceeds in an interest-bearing escrow account and any after tax interest earned thereon shall be added to the Proceeds. The Escrow Agent shall disburse funds from the Escrow Account to pay the cost of the Restoration in accordance with the procedure described in Section 10.2(b), (c) and (d). If the cost of the Restoration exceeds the total amount of the Proceeds, Developer shall be responsible for paying the excess cost. If the Proceeds exceed the cost of the Restoration, the Escrow Agent shall distribute the excess Proceeds, subject to the rights of the Mortgagees. Nothing contained in this Section 10.4 shall impair or abrogate any rights of Developer against the condemning authority in connection with any Condemnation. All fees and expenses of the Escrow Agent shall be paid by Developer. Notwithstanding the foregoing the obligation to proceed with Restoration shall be conditioned on the existence of a remaining term of the Category 1 license issued by the Commission of not less than five (5) years.

## **11. Indemnification**

### **11.1 Indemnification by Developer**

(a) Developer shall defend, indemnify and hold harmless the Town and each of its officers, agents, employees, contractors, subcontractors, attorneys and consultants (collectively the “**Indemnitees**” and individually an “**Indemnitee**”) from and against any and all liabilities, losses, damages, costs, expenses, claims, obligations, penalties and causes of action (including reasonable fees and expenses for attorneys, paralegals, expert witnesses, environmental consultants and other consultants at the prevailing market rate for such services) whether based upon negligence, strict liability, statutory liability, absolute liability, product liability, common law, misrepresentation, contract, implied or express warranty or any other principle of law, and whether or not arising from third party claims, that are imposed upon, incurred by or asserted against Indemnitees or which Indemnitees may suffer or be required to pay and which arise out of or relate in any manner to any of the following: (1) Developer’s development, construction, ownership, possession, use, condition, occupancy or abandonment of the Project or any part thereof; (2) Developer’s operation or management of the Project or any part thereof; (3) the performance of any labor or services or the furnishing of any material for or at the Project or any part thereof by or on behalf of Developer or enforcement of any liens with respect thereto; (4) any personal injury, death or property damage suffered or alleged to have been suffered by Developer (including Developer’s employees, agents or servants), or any third person as a result of any action or inaction of Developer; (5) any work or things whatsoever done in, or at the Project or any portion thereof, or off-site pursuant to the terms of this Agreement by or on behalf of Developer; (6) the condition of any building, facilities or improvements at the Project or any non-public street, curb or sidewalk at the Project, or any vaults, tunnels, malls, passageways or space therein; (7) any breach or default on the part of Developer for the payment, performance or observance of any of its

obligations under all agreements entered into by Developer or any of its Affiliates relating to the performance of services or supplying of materials to the Project or any part thereof; (8) any act, omission or negligence of any tenant, or any of their respective agents, contractors, servants, employees, licensees or other tenants at the Project; (9) any failure of Developer to comply with all Governmental Requirements; (10) any breach of any warranty or the inaccuracy of any representation made by Developer contained or referred to in this Agreement or in any certificate or other writing delivered by or on behalf of Developer pursuant to the terms of this Agreement; and (11) the environmental condition of any property (including the presence of any hazardous or regulated substance in, on, under or adjacent to such property) on which the Project is located; (12) the release of any hazardous or regulated substance to the environment arising or resulting from any work or things whatsoever done in or at the Project or any portion thereof, or in or at off-site improvements or facilities used or constructed in connection with the Project pursuant to the terms of this Agreement by or on behalf of Developer; (13) the operation or use of the Project, whether or not intended, in violation of any law addressing the protection of the environment or the protection of public health; and (14) any breach or failure by Developer to perform any of its covenants or obligations under this Agreement; and (15) any legal challenge brought by any community, citizens group, or any Person relating in any way to the effectiveness of this Agreement, the process by which this Agreement was entered into or approved, the zoning by-law amendments necessary to develop and operate the Project, the authority of the Town to enter into this Agreement, the compliance of this Agreement with the provisions of the Act, the conduct of the Election, or the implementation of any provision of this Agreement. In case any action or proceeding shall be brought against any Indemnitee based upon any claim in respect of which Developer has agreed to indemnify any Indemnitee, Developer will upon notice from Indemnitee defend such action or proceeding on behalf of any Indemnitee at Developer's sole cost and expense and will keep Indemnitee fully informed of all developments and proceedings in connection therewith and will furnish Indemnitee with copies of all papers served or filed therein, irrespective of by whom served or filed. Developer shall defend such action with legal counsel it selects provided that such legal counsel is reasonably satisfactory to Indemnitee. Such legal counsel shall not be deemed reasonably satisfactory to Indemnitee if legal counsel has: (i) a legally cognizable conflict of interest with respect to the Town; (ii) within the five (5) years immediately preceding such selection performed legal work for the Town which in its respective reasonable judgment was inadequate; or (iii) frequently represented parties opposing the Town in prior litigation. Each Indemnitee shall have the right, but not the obligation, at its own cost, to be represented in any such action by legal counsel of its own choosing.

(b) Notwithstanding anything to the contrary contained in Section 11.1(a), Developer shall not indemnify and shall have no responsibility to any Indemnitee for any matter to the extent caused by any gross negligence or willful misconduct of such Indemnitee.

## **12. Force Majeure**

### **12.1 Definition of Force Majeure**

An event of “**Force Majeure**” shall mean the following events or circumstances, to the extent that they delay or otherwise adversely affect the performance beyond the reasonable control of Developer, or its agents and contractors, of their duties and obligations under this Agreement:

(a) Strikes, lockouts, labor disputes, disputes arising from a failure to enter into a union or collective bargaining agreement, inability to procure materials attributable to market-wide shortages, failure of utilities, labor shortages or explosions;

(b) Acts of God, tornadoes, hurricanes, floods, sinkholes, fires and other casualties, landslides, earthquakes, epidemics, quarantine, pestilence, and/or abnormal inclement weather;

(c) Acts of a public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrections, riots, civil disturbances, or national or international calamities;

(d) Concealed and unknown conditions of an unusual nature that are encountered below ground or in an existing structure;

(e) Any temporary restraining order, preliminary injunction or permanent injunction, or mandamus or similar order, or any litigation or administrative delay which impedes the ability of Developer to complete the Project or perform any obligations of Developer under this Agreement, unless based in whole or in part on the actions or failure to act of Developer;

(f) The failure by, or unreasonable delay of, the Town or Commonwealth or other Governmental Authority to issue any permits or Approvals necessary for Developer to develop, construct, open or operate the Project unless such failure or delay is based materially in whole or in part on the actions or failure to act of Developer, or its agents and contractors;

(g) Any impacts to major modes of transportation to the Project Site, whether private or public, which adversely and materially impact access to the Project Site, including but not limited to, sustained and material closure of airports or sustained and material closure of highways servicing the Project Site; or

(h) The enactment after the date hereof of any Town by-law that has the effect of unreasonably delaying Developer’s obligations under this Agreement.

## **12.2 Notice**

Developer shall promptly notify the Town in writing of the occurrence of an event of Force Majeure, of which it has knowledge, describe in reasonable detail the nature of the event and provide a good faith estimate of the duration of any delay expected in Developer’s performance obligations.

## **12.3 Excuse of Performance**

Notwithstanding any other provision of this Agreement to the contrary, Developer shall be entitled to an adjustment in the time for or excuse of the performance of any duty or obligation of Developer under this Agreement for Force Majeure events, but only for the number of days due to and/or resulting as a consequence of such causes and only to the extent that such occurrences actually prevent or delay the performance of such duty or obligation or cause such performance to be commercially unreasonable.

**13. Miscellaneous**

**13.1 Notices**

Notices shall be given as follows:

Any notice, demand or other communication which any Party may desire or may be required to give to any other Party shall be in writing delivered by (i) hand-delivery, (ii) a nationally recognized overnight courier, or (iii) U.S. mail (but excluding electronic mail, i.e., “**e-mail**”) addressed to a Party at its address set forth below, or to such other address as the Party to receive such notice may have designated to all other Parties by notice in accordance herewith:

If to the Town:           Town Administrator  
                                  Town of Milford  
                                  52 Main Street  
                                  Milford, Massachusetts 01757

with copies to:         Town Counsel  
                                  Town of Milford  
                                  52 Main Street  
                                  Milford, Massachusetts 01757

and

Cezar M. Froelich  
Shefsky & Froelich Ltd.  
111 E. Wacker Drive  
Chicago, Illinois 60601

If to Developer:        Crossroads Massachusetts, LLC  
                                  c/o Scott Butera  
                                  Foxwoods Resort Casino  
                                  350 Trolley Line Blvd.  
                                  P.O. Box 3777  
                                  Mashantucket, Connecticut 06338

with copies to:         Robert L. Allen, Jr. Esq.  
                                  Law Offices of Robert L. Allen, Jr. LLP  
                                  300 Washington St., 2<sup>nd</sup> floor  
                                  Brookline, Massachusetts 02445

and

Jackson T. King, Jr.  
General Counsel  
Mashantucket Pequot Tribal Nation  
Office of Legal Counsel  
2 Matt's Path  
P.O. Box 3060  
Mashantucket, CT 06338-3060

and

John P. Hickey, Esq.  
130 Spruce Street, Suite 30-B  
Philadelphia, Pennsylvania 19106

Any such notice, demand or communication shall be deemed delivered and effective upon actual delivery.

### **13.2 Non-Action or Failure to Observe Provisions of this Agreement**

The failure of the Town or Developer to promptly insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any exhibit hereto, or any other agreement contemplated hereby, shall not be deemed a waiver of any right or remedy that the Town or Developer may have, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

### **13.3 Applicable Law and Construction**

The laws of the Commonwealth shall govern the validity, performance and enforcement of this Agreement. This Agreement has been negotiated by the Town and Developer, and the Agreement, including the exhibits and schedules attached hereto, shall not be deemed to have been negotiated and prepared by the Town or Developer, but by each of them.

### **13.4 Submission to Jurisdiction; Service of Process**

Except as and to the extent provided in Section 13.13:

(a) The Parties expressly agree that the sole and exclusive place, status and forum of this Agreement shall be the Town. All actions and legal proceedings which in any way relate to this Agreement shall be solely and exclusively brought, heard, conducted, prosecuted, tried and determined within the Town. It is the express intention of the Parties that the exclusive venue of all legal actions and procedures of any nature whatsoever which relate in any way to this Agreement shall be either the Superior Court Department of the Trial Court sitting in the Worcester County Hall of Justice or the United States District Court for the District of Massachusetts sitting in Worcester County (the "Court").



(b) If at any time during the Term, Developer is not a resident of the Commonwealth or has no officer, director, employee, or agent thereof available for service of process as a resident of the Commonwealth, or if any permitted assignee thereof shall be a foreign corporation, partnership or other entity or shall have no officer, director, employee, or agent available for service of process in the Commonwealth, Developer or its assignee hereby designates the Secretary of the Commonwealth, as its agent for the service of process in any court action between it and the Town or arising out of or relating to this Agreement and such service shall be made as provided by the laws of the Commonwealth for service upon a non-resident.

### **13.5 Complete Agreement**

This Agreement, and all the documents and agreements described or referred to herein, including the exhibits and schedules attached hereto, constitute the full and complete agreement between the Parties with respect to the subject matter hereof, and supersedes and controls in its entirety over any and all prior agreements, understandings, representations and statements whether written or oral by each of the Parties.

### **13.6 Holidays**

It is hereby agreed and declared that whenever a notice or performance under the terms of this Agreement is to be made or given on a day other than a Business Day, it shall be postponed to the next following Business Day.

### **13.7 Exhibits**

Each exhibit referred to and attached to this Agreement is an essential part of this Agreement.

### **13.8 No Joint Venture**

The Town on the one hand and Developer on the other, agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town and Developer as joint venturers or partners.

### **13.9 Unlawful Provisions Deemed Stricken**

If this Agreement contains any unlawful provisions not an essential part of this Agreement and which shall not appear to have a controlling or material inducement to the making thereof, such provisions shall be deemed of no effect and shall be deemed stricken from this Agreement without affecting the binding force of the remainder. In the event any provision of this Agreement is capable of more than one interpretation, one which would render the provision invalid and one which would render the provision valid, the provision shall be interpreted so as to render it valid.

### **13.10 No Liability for Approvals and Inspections**

No approval to be made by the Town under this Agreement or any inspection of the Work by the Town shall render the Town liable for failure to discover any defects or non-conformance with this Agreement, or a violation of or noncompliance with any federal, Commonwealth or local statute, regulation, ordinance or code.

### **13.11 Time of the Essence**

All times, wherever specified herein for the performance by Developer and Town of their obligations hereunder, are of the essence of this Agreement.

### **13.12 Captions**

The captions of this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.

### **13.13 Arbitration**

(a) The Parties agree that any dispute, claim, or controversy arising under Sections 4.1(b), 4.6, or 12.1, the determination of Gross Revenue, the determination of School Aid Contribution and/or such other matters hereunder as the Parties may mutually determine (individually or collectively, a “**Limited Arbitrable Dispute**”) shall be resolved through arbitration as provided in this Section 13.13.

(b) Either Party shall give the other Party written notice of any Limited Arbitrable Dispute (“**Dispute Notice**”) which Dispute Notice shall set forth the nature of the dispute and the amount of loss, damage, and cost of expense claimed, if any, or the position of the Party with respect to the Limited Arbitrable Dispute.

(c) Within ten (10) Business Days of the Dispute Notice, the Parties shall meet to negotiate in good faith to resolve the Limited Arbitrable Dispute. No time bar defenses shall be available based upon the passage of time during any negotiation called for by this Section.

(d) In the event the Limited Arbitrable Dispute is unresolved within thirty (30) days of the Dispute Notice by good faith negotiations, the Dispute shall be arbitrated upon the filing by either Party of a written demand, with notice to the other Party, to the Judicial Arbitration and Mediation Services (“**JAMS**”) (to the extent such rules are not inconsistent as provided for herein). Within ten (10) days after the filing of such arbitration demand, the Parties shall each select one person to act as arbitrator, and the two so selected shall select a third arbitrator within twenty (20) days of the commencement of the arbitration. If a Party fails to select an arbitrator or the arbitrators selected by the Parties are unable or fail to agree upon the third arbitrator within the allocated time, the arbitrator(s) not selected shall be appointed by JAMS in accordance with its rules. The arbitrators shall be selected from a list supplied by JAMS and shall be neutral and independent and must be either an attorney with at least ten (10) years of active practice or be a retired judge. Arbitration of the Limited Arbitrable Dispute shall be governed by the then current Streamlined Commercial Arbitration Rules of JAMS.

Within ten (10) days after the selection of the three (3) arbitrators has been completed, each Party shall submit to the arbitrators a best and final settlement offer with respect to each issue submitted to the arbitrators and an accompanying statement of position containing supporting facts, documentation and data. Upon such Limited Arbitrable Dispute being submitted to the arbitrators for resolution, the arbitrators shall assume exclusive jurisdiction over the Limited Arbitrable Dispute, and shall utilize such consultants or experts as they shall deem appropriate under the circumstances to assist in the resolution of the Limited Arbitrable Dispute, and will be required to make a final binding determination of a majority of the arbitrators with a reasoned opinion, not subject to appeal, within forty-five (45) days of the date of submission. Nothing herein shall prevent either Party to seek injunctive or equitable relief in Court to maintain the status quo in furtherance of arbitration.

(e) For each issue decided by the arbitrators, the arbitrators shall award the reasonable expenses of the proceeding, including reasonable attorneys' fees, to the prevailing Party with respect to such issue. The arbitrators in arriving at their decision shall consider the pertinent facts and circumstances as presented in evidence and be guided by the terms and provisions of this Agreement and applicable law, and shall apply the terms of this Agreement without adding to, modifying or changing the terms in any respect, and shall apply the laws of the Commonwealth to the extent such application is not inconsistent with this Agreement.

(f) Any arbitration award may be entered as a judgment in the Court. A printed transcript of any such arbitration proceeding shall be kept and each of the Parties shall have the right to request a copy of such transcript, at its sole cost.

(g) The Parties agree that, in addition to monetary relief, the arbitrators may make an award of equitable relief including a temporary, preliminary or permanent injunction and the Parties further agree that the arbitrators are empowered to enforce any of the provisions of this Agreement.

#### **13.14 Amendments**

(a) This Agreement may not be modified or amended except by a written instrument signed by the Parties.

(b) The Parties acknowledge that the Commission may, subsequent to the date of this Agreement, promulgate regulations under or issue interpretations of or policies or evaluation criteria concerning the Act which regulations, interpretations, policies or criteria may conflict with, or may not have been contemplated by, the express terms of this Agreement. In addition, the Parties acknowledge that environmental permits and approvals may necessitate changes to this Agreement. In such event, the Parties agree to negotiate in good faith any amendment to this Agreement necessary to comply with the foregoing two sentences, whether such changes increase or decrease either of the Parties' respective rights or obligations hereunder.

(c) The Parties acknowledge that the provisions of Section 4.1(b) may require that this Agreement be amended.

### **13.15 Compliance**

Any provision that permits or requires a Party to take action shall be deemed to permit or require, as the case may be, the Party to cause the action to be taken.

### **13.16 Table of Contents**

The table of contents is for the purpose of convenience only and is not to be deemed or construed in any way as part of this Agreement or as supplemental thereto or amendatory thereof.

### **13.17 Number and Gender**

All terms used in this Agreement, regardless of the number or gender in which they are used, shall be deemed to include any other number and any gender as the context may require.

### **13.18 Third Party Beneficiary**

Except as expressly provided in Sections 2.3(a)(vii), 4.5(b), and 11.1, there shall be no third party beneficiaries with respect to this Agreement.

### **13.19 Cost of Investigation**

If as a result of the Agreement, the Town, the Board, or any employee, agent, or representative of the Town is required to be licensed or approved by the Commission, the reasonable costs of such licensing, approval or investigation shall be paid by Developer within five (5) Business Days following receipt of a written request from the Town.

### **13.20 Further Assurances**

The Town and Developer will cooperate and work together in good faith to the extent reasonably necessary and commercially reasonable to accomplish the mutual intent of the Parties that the Project be successfully completed as expeditiously as is reasonably possible.

### **13.21 Estoppel Certificates**

The Town shall, at any time and from time to time, upon not less than ten (10) Business Days prior written notice from any lender of Developer, execute and deliver to any lender of Developer an estoppel certificate in the form attached hereto as Exhibit N.

### **13.22 Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original document and together shall constitute one instrument.

### **13.23 Deliveries to the Town**

Any reports or other items to be delivered or furnished to the Town hereunder (other than notices, demands or communications under Section 13.1) shall be delivered or furnished to the attention of the Town Counsel in the Town's Law Department.

**[SIGNATURE PAGE TO FOLLOW]**

1246768

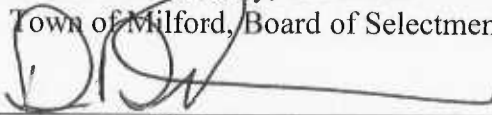
IN WITNESS WHEREOF, the Parties have set their hands and had their seals affixed on the dates set forth after their respective signatures.

**TOWN:**

**TOWN OF MILFORD, MASSACHUSETTS**, a  
municipal corporation

---

William D. Buckley, Chairman  
Town of Milford, Board of Selectmen



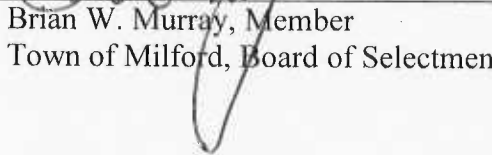
---

Dino B. DeBartolomeis, Member  
Town of Milford, Board of Selectmen



---

Brian W. Murray, Member  
Town of Milford, Board of Selectmen



**[SIGNATURES CONTINUED ON NEXT PAGE]**

**DEVELOPER:**

**CROSSROADS MASSACHUSETTS, LLC**, a Delaware  
limited liability company



---

Bruce Etkin  
Vice President, Development

---

David Nunes  
Chief Development Officer

---

Robert Potamkin  
Vice President, Strategic Planning

---

Timothy Presutti  
Vice President, Finance

**CASINO MANAGER:**

**FOXWOODS MASSACHUSETTS, LLC**, a  
Massachusetts limited liability company

---

Scott Butera



**DEVELOPER:**

**CROSSROADS MASSACHUSETTS, LLC**, a Delaware  
limited liability company

\_\_\_\_\_  
Bruce Etkin  
Vice President, Development

\_\_\_\_\_  
David Nunes  
Chief Development Officer

\_\_\_\_\_  
Robert Potamkin  
Vice President, Strategic Planning

\_\_\_\_\_  
Timothy Presutti  
Vice President, Finance

**CASINO MANAGER:**

**FOXWOODS MASSACHUSETTS, LLC**, a  
Massachusetts limited liability company

\_\_\_\_\_  
Scott Butera

**DEVELOPER:**

**CROSSROADS MASSACHUSETTS, LLC**, a Delaware  
limited liability company

---

Bruce Etkin  
Vice President, Development

---

David Nunes  
Chief Development Officer

*Robert Potamkin*

---

Robert Potamkin  
Vice President, Strategic Planning

---

Timothy Presutti  
Vice President, Finance

**CASINO MANAGER:**

**FOXWOODS MASSACHUSETTS, LLC**, a  
Massachusetts limited liability company

---

Scott Butera

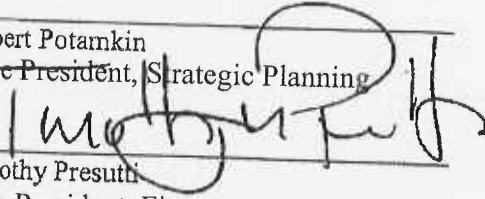
**DEVELOPER:**

**CROSSROADS MASSACHUSETTS, LLC**, a Delaware  
limited liability company

\_\_\_\_\_  
Bruce Etkin  
Vice President, Development

\_\_\_\_\_  
David Nunes  
Chief Development Officer

\_\_\_\_\_  
Robert Potamkin  
Vice President, Strategic Planning

  
\_\_\_\_\_  
Timothy Presutti  
Vice President, Finance

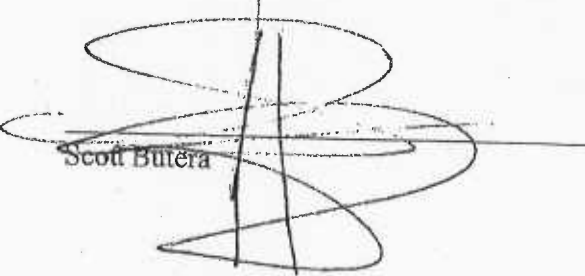
**CASINO MANAGER:**

**FOXWOODS MASSACHUSETTS, LLC**, a  
Massachusetts limited liability company

\_\_\_\_\_  
Scott Butera

**CASINO MANAGER:**

**FOXWOODS MASSACHUSETTS, LLC, a**  
Massachusetts limited liability company

  
Scott Butera

## EXHIBIT A

### DIRECT COMMUNITY IMPACT PAYMENTS

The Developer shall pay to the Town the amounts specified in this Exhibit A on the dates specified herein as Direct Community Impact Payments:

1. **Upfront Payments.** The payments described below (collectively, the “**Upfront Direct Community Impact Payments**”):

(a) Payments for Fire Department:

(i) No later than twelve (12) months prior to the anticipated Operations Commencement, \$722,500, as adjusted by the CPI Adjustment Factor as provided in paragraph 1(c) below, to cover (x) nine (9) sets of protective equipment; (y) training for nine (9) firefighters; and (z) rehabilitation of an existing ladder truck and of the Birch Street Fire Station; and

(ii) That amount of money as is necessary for the Milford Fire Department to purchase, install and make operational a new ladder truck to accommodate the Project. The ladder truck shall meet those specifications determined by the Milford Fire Chief or his/her designee, in consultation with Developer. Developer and the Milford Fire Department shall cooperate with one another concerning the timing of ordering and purchasing such ladder truck so that such ladder truck is ordered, purchased, and operational prior to Operations Commencement.

(b) Payments for Police Department: No later than twelve (12) months prior to the anticipated Operations Commencement, \$338,500, as adjusted by the CPI Adjustment Factor as provided in paragraph 1(c) below, to cover (i) one (1) new patrol car; (ii) one (1) new patrol wagon; (iii) construction of the police firing range; (iv) nine (9) sets of uniforms and equipment; and (v) two (2) public safety remote radio receivers.

(c) Annual Adjustment to Upfront Direct Community Impact Payments. Commencing on January 1, 2014 and on each January 1 thereafter, until the Upfront Direct Community Impact Payments are paid to the Town, the dollar amount of the Upfront Direct Community Impact Payments specified in paragraphs 1(a) above shall be re-determined by multiplying the amount of such Upfront Direct Community Impact Payments in effect as of the immediately preceding January 1 times the CPI Adjustment Factor.

2. **Interim Payments.**

Prior to Operations Commencement, the Parties acknowledge and agree that the Town’s Fire and Police Departments (the “**Departments**”) will need to commence the hiring and training of personnel as described in paragraph 3(a)(i) and (ii) below. Because the exact timing and level of personnel is subject to availability of suitable candidates and such personnel will require extensive training prior to Operations Commencement, Developer shall reimburse the Departments for the Town’s costs relating to the salaries, benefits, pension and overtime of such personnel, as and when such costs are incurred by the Town, other than the costs related to any building inspector whose costs shall be paid for by the Town out of the building permit fees paid

by Developer to the Town in connection with the Project. The payments required to be made pursuant this paragraph 2 shall terminate on the date that such costs are covered by Developer's payment of the Annual Direct Community Impact Payments for the Departments, as provided in paragraph 3(a)(i) and (ii) below.

3. **Annual Payments.** The payments described below (collectively, such payments together with the payments to be made pursuant to paragraph 4(a) below are the "**Annual Direct Community Impact Payments**"):

(a) For each Casino Year during the Term, the following payments, subject to adjustment as provided in paragraph 3(c) below, and to be prorated for the first Casino Year and for the last Casino Year, to the extent such first and last years are not full years:

(i) **Fire Department:** (y) \$1,102,000, to cover the salaries, benefits, pension, and overtime for nine (9) new hires; and (z) \$13,000, to cover uniform and equipment for nine (9) new hires.

(ii) **Police Department:** (y) \$1,333,000, to cover the salaries, benefits, pension, and overtime for thirteen (13) new hires including officers and dispatchers; and (z) \$92,000, to cover patrol car replacement, vehicle gas and maintenance; and

(iii) **General Administration:** \$240,000, to cover the cost of increased Town general administrative services.

(b) **Payment of Annual Direct Community Impact Payments.** At least thirty (30) days, but no more than sixty (60) days prior to the commencement of any Casino Year, the Town may provide written notice (the "**Advancement Notice**") to the Developer directing the Developer to pay the Annual Direct Community Impact Payments for such Casino Year, in advance, on the first day of the immediately succeeding Casino Year. In any Casino Year in which the Town does not deliver an Advancement Notice, then commencing on the first day of the Casino Year, the Developer shall pay to the Town the Annual Direct Community Impact Payments, remitted to the Town in equal installments on a quarterly basis.

(c) **Adjustment to Annual Direct Community Impact Payments.** Commencing on July 1, 2014 and on each July 1 thereafter during the Term, the dollar amount of the Annual Direct Community Impact Payments specified above shall be adjusted by multiplying the amount of the Annual Direct Community Impact Payments then in effect as of the immediately preceding day times the CPI Adjustment Factor, provided, however, that with respect to that portion of the Annual Direct Community Impact Payments relating solely to compensation to be paid to the Departments' personnel (as provided in paragraphs 3(a)(i)(y) and 3(a)(ii)(y)), the Annual Direct Community Impact Payments related to such compensation shall be adjusted by the applicable general cost of living adjustment included in the Department's respective collective bargaining agreement in lieu of the CPI Adjustment Factor.

4. **Student Contribution Amount.**

(a) **Student Contribution Amount.** No later than sixty (60) days prior to the start of each School Year (each such date is a "**Reporting Date**"), an amount equal to the sum of (i) the Student Contribution Amount; and (ii) for the given School Year, any

demonstrated increase in the costs of the Milford Public School System to educate any New or Continuing Student as a result of special education needs (such costs are also known as “Chapter 766” costs resulting from an individualized education plan for any such New or Continuing Student) or English language learning needs of any such New or Continuing Students. No adjustment to the Student Contribution Amount shall be made for any increase or decrease in the number of New or Continuing Students occurring during any School Year after the Reporting Date for such School Year.

(b) Reporting. Additionally, on each Reporting Date, Developer shall deliver to the Superintendent a New or Continuing Student Report.

(c) Definitions. For purposes of this paragraph 4, the following terms have the following meaning:

“**Local Contribution Amount**” means an amount equal to: (1) the total costs of the Milford Public School System to educate its students for the given School Year; *less* (a) the total amount received by the Milford Public School System for the given School Year pursuant to Massachusetts General Law, Chapter 70, or its successor statute; and (b) the School Aid Contribution (as defined in Exhibit D hereof); *divided by* (2) the total number of students being educated in the Milford Public School System for the given School Year.

“**New or Continuing Student**” means each of the following: (i) each student of the Milford Public School System in kindergarten through 12<sup>th</sup> grade who becomes a student in the Milford Public School System on or prior to each Reporting Date as a result of such student’s parent or legal guardian moving his/her legal residence to within the Town, and (ii) each student identified in clause (i) above who continues to be a student in the Milford Public School System in kindergarten through 12<sup>th</sup> grade, but, in each case, only for so long as such parent or legal guardian is and remains an employee of the Developer or the Casino Manager, as reported by the Developer to the Superintendent on each Reporting Date. The term “New or Continuing Student” shall not include any child, whether or not such child is or becomes a student in the Milford Public School System, of any parent or legal guardian who is a resident of the Town as of the date of this Agreement.

“**New or Continuing Student Report**” means a written report, in a form reasonably acceptable to the Superintendent, providing information such as the name and address of the employee of the Developer and/or the Casino Manager who is the parent or guardian of a New or Continuing Student, the date of such employee’s hire or termination, as the case may be, the number of New or Continuing Students residing with such employee and such other information as may be reasonably requested by the Superintendent to verify the number of New or Continuing Students.

“**School Year**” means the part of the year during the Term when Milford Public Schools are in session (generally spanning from mid-August of one year to mid-June of the next year).



**“Student Contribution Amount”** means the product of: (1) the Local Contribution Amount, and (2) the aggregate number of New or Continuing Students for the given School Year.

**“Superintendent”** means the Superintendent of Milford Public Schools.

## EXHIBIT B

### BUSINESS OPERATIONS AND MARKETING OBLIGATIONS

#### **1. Support of Local Businesses**

(a) Developer shall exercise its best efforts to prioritize at least Fifty Million Dollars (\$50,000,000) of its annual biddable goods and services for local procurement, meaning principally the Town. Such efforts shall include actively soliciting bids from vendors located within the Town and surrounding area through local advertisements, coordination with the Milford Area Chamber of Commerce and such other reasonable measures as the Town may from time to time request. Developer's purchases of water, gas, electric and other utility services shall not be counted toward such purchase commitment. Such local businesses shall not be guaranteed any awards but shall be given preferential consideration, if qualified and competitive in all other respects.

(b) Developer agrees that it will include as part of its rewards/frequent guest/loyalty or similar programs vouchers/gift certificates to businesses and hotels located in the Town but outside of the Project Site. Developer commits to purchase and issue at least \$50,000 per year in such vouchers/gift certificates commencing with the first Casino Year.

(c) Developer agrees to hold at minimum of two (2) small business and vendor fairs prior to Operations Commencement to educate local businesses on Project supply needs and the processes for becoming licensed, as applicable, under the Act and rules and regulations of the Commission.

(d) Developer agrees to work with local and regional hoteliers to maximize the positive impact of the Project on area lodging properties. Such efforts might include cooperation on group sales marketing, conference and event recruitment, customer shuttle systems, and employee training programs.

#### **2. Marketing Obligations**

(a) Developer will provide free advertising space in the Project's back of the house employee area for Town businesses not competitive to Developer in a manner and at locations as reasonably determined by Developer.

(b) Developer desires to support local concerts, exhibits, performing and/or visual arts programs, museums, cultural institutions, not-for-profit organizations and other local organizations (each a "**Cultural Entity**"), including, without limitation, the Claflin Hill Symphony Orchestra, Greater Milford Community Chorus, Milford Performing Arts Center and Milford Cultural Council. In support of this commitment, commencing on Operations Commencement and continuing annually on each anniversary date thereafter, Developer shall pay to the Town \$20,000 per year. The Board shall use such funds to provide grants, sponsorships and/or other financial support to such Cultural Entities, as determined by the Board.

(c) On Operations Commencement and continuing annually on each anniversary date thereafter, Developer shall contribute \$10,000 per year to the Milford Area Chamber of Commerce or such a similar organization as directed by the Board for the purpose of promoting

businesses located within the Town including, without limitation, restaurants, hotels and other businesses and tourism generally in the Town.

## EXHIBIT C

### EMPLOYMENT, WORKFORCE DEVELOPMENT AND OPPORTUNITIES FOR LOCAL BUSINESS OWNERS

#### **1. General**

With respect to all employment decisions of the Developer whether for construction jobs or operations jobs, Developer shall, and shall cause its contractors and subcontractors, to:

(a) comply with all applicable equal employment opportunity, non-discrimination and affirmative action requirements, including, but not limited to, the provisions of Chapter 151B of the Massachusetts General Laws, as amended, and all other applicable anti-discrimination and equal opportunity laws;

(b) not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability;

(c) undertake, in good faith, affirmative action measures to eliminate discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability. Such affirmative action measures shall entail positive and aggressive measures to ensure non-discrimination and to promote the equal opportunities in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, apprenticeship and on the job training programs. A list of positive and aggressive measures shall include, but not be limited to, advertising employment opportunities in minority and other community news media; notifying Minority, women, Veteran and other community-based organizations of employment opportunities; validating all job specifications, selection requirements, and tests; maintaining a file of names and addresses of each worker referred to Developer or its contractor and what action was taken concerning such worker; and notifying the administering agency in writing when a union with whom the Developer or its contractor has a collective bargaining agreement has failed to refer a Minority, woman or Veteran worker. These and other affirmative action measures shall include all actions required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability; and

(d) establish a tracking system that tracks all of the employees that are working on or at the Project and such records and system shall be subject to inspection by the Town.

#### **2. Construction Jobs**

During construction of the Project:

(a) Developer shall use its best efforts to create and maintain approximately three thousand (3,000) construction jobs at the Project.

(b) Developer shall abide by an affirmative action program of equal opportunity as approved by the Commission whereby Developer shall strive to achieve labor participation goals for the utilization of Minorities, women and Veterans on the construction of the Project; provided, however, that such goals for women and minorities shall be equal to or greater than the goals contained in the Commonwealth's Executive Office for Administration and Finance Administration Bulletin Number 14 which goals currently are set at 15.3% Minorities and 6.9% women and such goal for Veterans is set at 8%. The participation goals as set forth herein shall not be construed as quotas or set asides; rather such participation goals will be used to measure the progress of the Developer's equal opportunity, non-discrimination and affirmative action program.

(c) Developer shall work in a good faith, legal and non-discriminatory manner with the Project's construction manager to give preferential treatment to qualified Town Residents for contracting, subcontracting and servicing opportunities in development and construction of the Project. Prior to hiring/retaining contractors, subcontractors or servicers in connection with construction of the Project, Developer shall advertise and hold at least two (2) events for Town Residents at venues to be approved by the Town, at which it 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. Construction of the Project will be done by union labor.

### **3. Operations Jobs**

(a) Developer will use its best efforts to employ as of Operations Commencement approximately three thousand five hundred (3,500) persons, of which no fewer than three thousand (3,000) persons shall be employed on a full-time basis at the Project.

(b) Beginning on the Operations Commencement and continuing throughout the Term:

(i) Developer shall use its best efforts to strive to achieve labor participation goals so that no less than ninety five percent (95%) of its workforce will be residents of the Town or residents located within a fifty (50) mile radius of 52 Main Street, Milford, Massachusetts.

(ii) Developer shall use its best efforts to strive to achieve labor participation goals for the utilization of Minority persons, women, Veterans and persons with disabilities and will implement a workforce development plan that: (i) incorporates an affirmative action program of equal opportunity by which Developer guarantees to provide equal employment opportunities to all employees qualified for licensure in all employment categories, including persons with disabilities; (ii) utilizes the existing labor force in the Commonwealth; (iii) estimates the number of construction jobs a gaming establishment will generate and provides for equal employment opportunities and which includes specific goals for the utilization of Minorities, women and Veterans on those construction jobs; (iv) identifies workforce training programs offered by Developer; and (v) identifies the methods for accessing employment at the Project. In order to implement such a plan the Developer has entered into a Memorandum of

Understanding with the Massachusetts Casino Careers Training Institute to assist Developer with the necessary recruitment and training of a diverse labor force. Any participation goals as set forth in its workforce development plan shall not be construed as quotas or set asides; rather such participation goals will be used to measure the progress of the Developer's equal opportunity, non-discrimination and affirmative action program.

(c) Developer will provide a "First Choice" recruitment program in partnership with the Massachusetts Casino Careers Training Institute to provide Town Residents the first opportunity to learn about and apply for positions at the Project. The program also will provide outreach services to economically isolated residents, those on disability benefits and residents in disadvantaged areas in the Town, with a focus on the unemployed and underemployed, as well as recruitment of Minorities, women, Veterans and persons with disabilities, to encourage Town Residents to apply for jobs available at the Project. Developer will hold at least two (2) events for Town Residents at venues to be approved by the Town, at which it will publicize its hiring needs and explain to attendees the process by which they may seek to be hired in connection with the Project.

(d) Developer will use its best efforts to hire employees who are fluent in English.

#### **4. Workforce Development**

(a) Developer will organize and maintain a training program to offer workforce skills development courses to Town Residents in addition to training for all Project employees.

(b) Developer shall otherwise comply with Section 18(17) of the Act in establishing and implementing a workforce development plan.

#### **5. MBE/WBE/VBE Commitment**

For purposes of this section, MBE shall mean Minority-owned Business, WBE shall mean Women-owned Business and VBE shall mean Veteran-owned Business, as defined in section 7 hereof.

(a) Developer shall use its best efforts to implement a marketing program in order to award contracts for the design and construction of the Project and for the provisions of goods and services for the Project following Operations Commencement which utilize MBE, WBE and VBE located in the Town.

(b) On a periodic basis, Developer will hold day-long training and seminar sessions, free of charge and open to Town businesses, to educate and assist them in applying for certification as an MBE, WBE and/or VBE.

#### **6. Enrollment in IMAGE program**

Developer shall enroll in the Immigration and Customs Enforcement Mutual Agreement program ("**IMAGE**") designed to combat unlawful employment and reduce vulnerabilities that assist illegal aliens in gaining employment at the Project. Upon enrollment in the IMAGE

program, Developer shall commit to the IMAGE best employment practices including participating in E-Verify, an internet-based system that compares employer obtained employment data to data made available by the U.S. Department of Homeland Security and the Social Security Administration.

**7. Definitions.**

For purposes of this Exhibit C, the following terms shall have the following meanings:

(a) “**Town Resident**” means any person for whom the principal place of residence is within the Town as of the date of such person’s hire, unless such person’s residency occurred within three (3) months of the date of such hire as a result Developer’s prior express agreement to hire. Proof of residence may include, but is not limited to, the following: a valid Massachusetts driver’s license indicating a Town permanent residence, utility bills indicating a Town address, proof of voter registration within the Town or such other proof indicating a permanent residence within the Town.

(b) “**Minority**” means a person who meets one or more of the following definitions:

(i) American Indian or Native American means: all persons having origins in any of the original peoples of North America and who are recognized as an Indian by a tribe or tribal organization.

(ii) Asian means: all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian sub-continent, or the Pacific Islands, including, but not limited to China, Japan, Korea, Samoa, India, and the Philippine Islands.

(iii) Black means: all persons having origins in any of the Black racial groups of Africa, including, but not limited to, African-Americans, and all persons having origins in any of the original peoples of the Cape Verdean Islands.

(iv) Eskimo or Aleut means: All persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia.

(v) Hispanic means: All persons having their origins in any of the Spanish-speaking peoples of Mexico, Puerto Rico, Cuba, Central or South America, or the Caribbean Islands.

(c) “**Minority-owned Business**” means a business that is beneficially owned by one or more Minority persons as follows:

(i) the business must be at least 51% owned by Minority persons; in the case of a corporation or other entity having more than one class of stockholders or equity interests, the ownership requirement must be met as to each class of stock or equity interest;

(ii) the Minority owners shall demonstrate that they have dominant control over management;



(iii) the business has not been established solely for the purpose of taking advantage of a special program which has been developed to assist minority businesses; and

(iv) in the case of a joint venture between a minority business meeting the requirements of (i) through (iii) above, inclusive, and a non-minority business, the joint venture shall be found to be a minority business if the minority business meeting the requirements of said clauses (i) to (iii) above, inclusive, shall have more than one-half control over management of the project and shall have the right to receive more than one-half of the profits deriving from that project.

(d) “**Veteran**” shall have the meaning ascribed to such term as provided in Massachusetts General Law Chapter 4, Section 7.

(e) “**Veteran-owned Business**” means a business that is meeting the requirements set forth in clauses (i) to (iv), inclusive, of the definition of a “Minority-owned Business” except that the terms “veterans”, “veteran owners” and “veteran-owned business” shall be substituted for the terms “minority”, “minority persons”, “minority owners” and “minority business” appearing in the definition.

(f) “**Women-owned Business**” means a business that meets the requirements set forth in clauses (i) to (iv), inclusive, of the definition of a “Minority-owned Business” except that the terms “women”, “women owners” and “women-owned business” shall be substituted for the terms “minority”, “minority persons”, “minority owners” and “minority business” appearing in the definition.

## **EXHIBIT D**

### **OTHER OBLIGATIONS OF DEVELOPER**

#### **1. Traffic Improvements**

Developer shall implement and fully fund, on a timely basis according to a time-line schedule agreed to by Developer and the Town and consistent with the time periods provided in Exhibit D-1, the (a) traffic mitigation improvements; and (b) the other programs and commitments pertaining to public transportation, high occupancy vehicles, transportation demand management and traffic monitoring, all as described on Exhibit D-1 attached hereto as the same may be modified from time to time by agreement of Developer and the Town.

#### **2. Water Improvements**

Developer shall implement and fully fund, on a timely basis according to a time-line schedule agreed to by Developer and the Town and consistent with the time periods provided in Exhibit D-2, the (a) mitigation improvements; (b) water conservation measures; and (c) maintenance and repairs, and comply with Developer's other commitments described on Exhibit D-2 attached hereto, as the same may be modified from time to time by agreement of Developer and the Town.

#### **3. Sewer Improvements**

Developer shall implement and fully fund, on a timely basis according to a time-line schedule agreed to by Developer and the Town and consistent with the time periods provided in Exhibit D-3, the mitigation improvements and comply with Developer's other commitments described on Exhibit D-3 attached hereto, as the same may be modified from time to time by agreement of Developer and the Town.

#### **4. Stormwater Improvements**

Developer shall Developer shall implement and fully fund, on a timely basis according to a time-line schedule agreed to by Developer and the Town and consistent with the time periods provided in Exhibit D-4, the mitigation improvements and comply with Developer's other commitments described on Exhibit D-4 attached hereto, as the same may be modified from time to time by agreement of Developer and the Town.

#### **5. Sound Barrier**

Developer shall work cooperatively with the Town and the Commonwealth to conduct all necessary and required tests to determine if a traffic sound barrier is permitted under any and all applicable Governmental Requirements, as further described on Exhibit D-5. If a traffic sound barrier is permitted under applicable Governmental Requirements, then prior to Operations Commencement, Developer shall plan, permit and construct, at its cost and expense, a traffic sound barrier east of, and adjacent to, the Collector/Distributor Road to shield the residents located east of U.S. Interstate 495 from noise generated along U.S. Interstate 495

**6. Maintenance of Tree Buffer**

Developer shall maintain, in its natural state, the tree buffer between the Project and the residences that border the Project to the East and promptly replace any trees that die or are otherwise destroyed. Developer shall maintain said tree buffer to provide visual screening of the Project. To further buffer the view of the Project from the nearby residences, Developer will use “greenwall” construction (vertical landscaping on exterior walls) on the easterly facing wall of the structured parking garage and maintain such landscaping in a “live” state.

**7. Noise, Lighting and Air Quality Standards**

Developer shall design and operate the Project throughout the Term in order to (i) mitigate noise, light and air pollution generated at, and in connection with, the Project and (ii) perform the studies and comply with the standards set forth on Exhibit D-5 attached hereto.

**8. Employee Child Care**

(a) The Project will include a licensed child day care facility for children of employees of the Project. Such child day care facility shall be approximately 3,000 square feet.

(b) Developer will subsidize child care at the facility to make its services reasonably affordable to Project employees.

**9. Community Support Efforts**

During the Term, from time to time, Developer will consider and support the applications of Town community groups and non-profit organizations for financial support.

**10. Responsible Gaming**

Developer will adhere to the highest level of ethical and responsible gaming practices, consistent with requirements of the Act, rules and regulations of the Commission and practices at the Foxwoods Facility, including but not limited to, the following:

(a) Use certified trainers to train all of its employees on responsible gaming including tiered training in accordance with the employee’s exposure to gaming in their job duties;

(b) Post signage in English and Spanish with the toll-free Problem Gamblers Help Line number in employer and customer-facing areas in the Project;

(c) Adhere to the Commission’s voluntary self-limit or exclusion laws, regulations and policies;

(d) Provide an on-site location for guests to privately receive information on problem gambling, together with information of available resources for treatment, counseling and prevention for compulsive gaming behaviors;

(e) Have its employees participate annually in “Responsible Gaming Education Week” sponsored annually by the American Gaming Association or any successor or equivalent program;

(f) Become a member of the Massachusetts Partnership for Responsible Gambling; and

(g) Institute public health strategies determined by the Commission.

#### **11. Underage Gaming**

Developer will train its employees at least annually to request and verify the identification of any patron that appears to be under age in accordance with industry standards or otherwise provided in the Act.

#### **12. School Aid Contribution**

Massachusetts General Law, Chapter 70, or its successor statute (“**Chapter 70**”) is intended to assure fair and adequate minimum per student funding for public schools in the Commonwealth by defining a foundation budget and a standard of local funding effort applicable to every city and town in the Commonwealth. Each of the Town and Developer recognizes that the construction and operation of the Project may affect the amount of the Town’s “minimum required local contribution,” as defined in Chapter 70 (the “**Local Contribution**”), to the annual funding of the Town’s schools as a result of the Project increasing the Town’s equalized property valuation and generating additional income to Town residents. Accordingly, on the first day of the Town’s fiscal year, commencing with the second fiscal year to occur after Operations Commencement (or such earlier date that the Local Contribution, as calculated, then includes the increased equalized property valuation and additional income of the Town residents resulting from the Project) and continuing on the first day of each fiscal year thereafter, the Town shall provide to Developer the following calculation (the “**Town Calculation**”): (i) the amount of the Local Contribution for such fiscal year, as determined by the Commonwealth’s Department of Elementary and Secondary Education based on final numbers after the State budget is approved (the “**Actual Contribution**”); and (ii) the amount of Actual Contribution *less* the equalized property valuation of the Project for such fiscal year and the additional income of the Town residents resulting from the Project for such fiscal year (the “**Assumed Contribution**”). In addition, the Town Calculation shall factor in any other mitigating variables, including, but not limited to the applicability of any of the so-called equity reforms as provided in the 2007 legislative reforms to Chapter 70. That portion of the Actual Contribution and Assumed Contribution attributable to the equalized property valuation of the Project for any fiscal year is referred to as the “**Project Portion**” and that portion of the Actual Contribution and Assumed Contribution attributable to the additional income of Town residents resulting from the Project for any fiscal year is referred to as the “**Income Portion**.”

Within thirty (30) days of Developer’s receipt of the Town Calculation, Developer shall either: (i) pay the Town an amount equal to the difference between the Actual Contribution and the Assumed Contribution (the “**School Aid Contribution**”), or (ii) (x) pay the Town the Project Portion of the School Aid Contribution; (y) provide written notice to the Town proposing an

alternate calculation of the Income Portion of the Actual Contribution and/or Assumed Contribution (such alternate calculation is referred to as the “**Developer’s Calculation**”) together with an explanation of the difference(s) between the Town’s Calculation and the Developer’s Calculation of such amounts; and (z) pay the Town the Income Portion of the School Aid Contribution as set forth in Developer’s Calculation. Within ten (10) days of the Town’s receipt of Developer’s Calculation, the Town shall either: (i) notify the Developer in writing that it accepts the Developer’s Calculation and the resulting calculation of the School Aid Contribution, in which case the Developer shall promptly pay such amount to the Town, or (ii) notify the Developer in writing that it disagrees with the Developer’s Calculation. If the Town notifies the Developer of its disagreement with Developer’s Calculation, then the Parties agree to participate in arbitration in accordance with Section 13.13 of the Agreement to resolve any disagreement.

**13. Collection of Hotel Taxes**

Developer agrees to assess and collect the hotel/room occupancy tax from its hotel customers and remit such amounts to the Town in accordance with applicable law.

**14. Motor Vehicle Excise Taxes**

Developer agrees to principally garage and pay motor vehicle excise taxes to the Town in accordance with applicable law on all motor vehicles owned by Developer or its Affiliates and used in connection with the Project.

**15. Permit Fees**

Developer agrees to pay when due the Town’s permit and license fees applicable to the Project.

**16. Surrounding Communities**

Developer agrees to use its good faith efforts to designate Surrounding Communities and enter into agreements with Surrounding Communities which agreements shall include the Developer’s obligation to mitigate any adverse impacts to each Surrounding Community, as may be agreed to by the Developer and the respective Surrounding Community. To the extent the Town has the option of providing a Surrounding Community with jurisdiction or status as a party in interest with respect to any aspect of the Project or any Governmental Approval, the Town agrees not to provide such jurisdiction or status.

**17. Accessibility for Persons with Disabilities**

In the design, construction and operation of the Project, Developer shall comply with all Governmental Requirements including, without limitation, the Americans with Disabilities Act. In addition to the customary site plan review and building inspection processes, prior to Operations Commencement, Developer shall permit representatives of the Massachusetts Office on Disability and Milford Commission on Disabilities to survey the Project immediately after installation of furniture, fixtures and other furnishings, and to provide recommendations concerning ways to make the Project more accessible to persons with disabilities. Additionally,

during the Term, Developer shall provide within the Project gaming tables and electronic gaming machines accessible to persons with disabilities.

**18. Emergency Access/Fire Lanes**

Developer shall design and construct all emergency access and fire lanes on the Project with the approval of the Milford Fire Department and in accordance with all other Governmental Requirements. Additionally, Developer shall design and construct the water main for the Project and provide for fire hydrants along such water main as required by the Milford Fire Department and in accordance with all other Governmental Requirements.

## **EXHIBIT D-1**

### **TRAFFIC IMPROVEMENTS**

- 1. Connection to U.S. Interstate 495 (I-495) from Route 16 (East Main Street) referred to as the “Route 16 Connector Road”** – Prior to Operations Commencement, Developer shall complete the design, permitting and construction of (a) a 4-lane roadway with a 12-foot landscaped median extending across the Project Site from Route 16 at the Project Site’s southernmost frontage to a proposed grade separated crossing of I-495, and (b) a signalized intersection at its proposed intersection with Route 16. The intersection with Route 16 shall be comprised of a left turn lane and a through lane on the Route 16 eastbound approach, a through lane and a right turn lane on the Route 16 westbound approach, and exclusive left and right turn lanes on the Route 16 Connector Road southbound approach. All work shall be completed per approval requirements and standards of MassDOT and the Federal Highway Administration (“**FHWA**”).
- 2. Highway improvements to U.S. Interstate 495** – Prior to Operations Commencement, Developer shall complete the design, permitting and construction of a new interchange accessing the Route 16 Connector Road. The interchange shall include the relocation of mainline traffic to a proposed highway widening within the existing median to allow for the construction of a two-lane Collector/Distributor Road serving existing exit 19 and exit 20 interchanges and the proposed interchange at Route 16 using the existing outside lanes and ramp connections. The work shall also include the construction of new on- and off-ramps from I-495 north and south to the proposed Route 16 Connector Road. The southbound ramps shall cross I-495 via a new 4-lane overpass to be constructed over the Collector/Distributor Road and highway mainline. All work shall be completed per approval requirements and standards of MassDOT and FHWA.
- 3. East Main Street (Route 16) neighborhood improvements** – Prior to Operations Commencement, Developer shall install up to four (4) permanent speed advisory boards along Route 16 between Fortune Boulevard and the Holliston town line. Final locations of the advisory boards shall be determined with input from the neighborhood and Town officials (including the Milford Police Department) and is subject to the review and approval of MassDOT. Additionally, prior to Operations Commencement, Developer shall design and construct at least two (2) paved pull-off areas along Route 16. The paved pull-offs would be constructed within the existing Route 16 right-of-way and final locations shall be determined through consultation with the Milford Police Department and MassDOT.
- 4. Route 16 at Jefferson Street** – Prior to Operations Commencement, at the intersection of Route 16 and Jefferson Street, Developer shall complete the design, permitting and construction of signal timing changes for the weekday afternoon peak period to provide more green time for the Route 16 eastbound and westbound approaches.
- 5. Route 16 at Water Street** – Prior to Operations Commencement, at the intersection of Route 16 and Water Street, Developer shall complete the design, permitting and

construction of signal timing changes for the weekday afternoon peak period to provide more green time for the Route 16 eastbound and westbound approaches.

6. **Route 16 at Route 140** – Prior to Operations Commencement, at the intersection of Route 16 and Route 140, Developer shall complete the design and permitting necessary for the Town’s proposed construction of intersection and signal improvements at such intersection to address vehicular queuing along the Route 16 eastbound approach. The Route 16 eastbound approach shall be reconstructed by the Town, if the Town determines to go forward with the project, to provide a left turn lane and a shared through/right turn lane. The improvements will require MassDOT approval.
7. **Route 16 at Route 109/Prairie Street** – Prior to Operations Commencement, at the intersection of Route 16 and Route 109/Prairie Street, Developer shall complete the design, permitting and construction of: (a) the upgrade of signal equipment to meet the current MassDOT standards (e.g., signal heads, pedestrian signal heads and related equipment), (b) the replacement of existing mast arms and signal posts with new black ornamental equipment to match the equipment recently installed by MassDOT along Route 16, (c) the resurfacing of pavement in the intersection and on the approaches (i.e., cold plane and overlay within the intersection and approximately 100 feet on each of the approaches), and (d) the installation of new pavement markings and signage, including crosswalks.
8. **Route 109 at Beaver Street** – Prior to Operations Commencement, at the intersection of Route 109 and Beaver Street, Developer shall complete the design, permitting and construction required to provide signal coordination of the Beaver Street intersection with the I-495 ramps. The coordination of Beaver Street with the ramp signals shall be achieved with wireless technology and is proposed to be implemented for the weekday morning and afternoon peak hours only, consistent with the coordination settings at the Route 109 ramps. On Saturdays, the ramp signals operate independently and this is not proposed to change when Beaver Street is added to the signal system.
9. **Purchase Street at Dilla Street** – Prior to Operations Commencement, at the intersection of Purchase Street and Dilla Street, Developer shall complete the design, permitting and construction of (a) pavement marking modifications at the Dilla Street approach to remove the yellow hatched island and replace it with white extension lines (which improvement is expected to increase the left turn lane storage by approximately 100 feet and allow more right turning vehicles to by-pass the left turn queue) and (b) improvements on Purchase Street to create a dedicated northbound thru lane and right turn lanes at the intersection.
10. **Route 16 at Hayward Street** – Prior to Operations Commencement, install pavement markings and signage to provide a “no stopping zone” on Route 16 at Hayward Street to prevent vehicles on Route 16 from blocking turns onto Hayward Street.
11. **Public Transportation** – Beginning at Operations Commencement and continuing throughout the Term, Developer shall (i) assist the Town in becoming a member of Metro West Regional Transit Authority (“**MWRTA**”) and expanding MWRTA service to the



Project and within the Town and (ii) defray the cost of the MWRTA membership and expanded service by making an annual payment to the Town of \$100,000. Additionally, as part of its negotiations with surrounding communities, Developer will consider providing a shuttle from the Massachusetts Bay Transportation Authority Commuter Rail Station in Franklin to the Project.

12. **High Occupancy Vehicle Program** – Prior to Operations Commencement and continuing throughout the Term, Developer shall develop, promote and implement a program to promote the use of high occupancy vehicles as a transportation alternative for guests and employees to the Project. The program shall encourage visitors to travel by high occupancy vehicles such as buses or limousines. Convenient bus and limousine drop-off and pick-up areas shall be designated within the Project Site. On-site bus and limousine “layover” facilities shall also be provided. A car and van pool program shall be established and available to all employees which program shall include a web page for employees where they can enter basic data to facilitate ride matching. Preferential parking spaces shall be provided for employees/guests who use ride sharing as an incentive to become involved in a carpool or Zip car service.
13. **Transportation Demand Management (“TDM”) Coordinator** – Prior to Operations Commencement and continuing throughout the Term, Developer shall establish a TDM program and dedicate an employee to oversee, implement and maintain such TDM program. The TDM coordinator shall also work with other businesses and transportation management associations in the region to identify opportunities to expand the TDM program.
14. **Traffic Monitoring Program** – Developer shall establish and maintain a post-construction traffic monitoring program commencing six (6) months after Operations Commencement and such program shall be updated on an annual basis for a minimum of five (5) years. The results of each year’s monitoring program shall be summarized in a report and provided to the Town and MassDOT officials.

The traffic monitoring program shall be conducted using permanent count stations in the new roadways leading to the Project Site, including the I-495 mainline and the Collector/Distributor Road, ramps, connector roadway, Project Site driveway and Route 16. These permanent count stations shall be standard MassDOT count stations and/or video detection cameras with counting capabilities for all lanes of traffic. The count data shall be readily available to the Town and MassDOT for hourly, daily, weekly and monthly traffic counts including vehicle classifications on these roadways with the permanent count stations/video cameras.

These traffic monitoring devices shall be installed and be operational prior to Operations Commencement to allow for a background traffic volume collection prior to Operations Commencement.

The monitoring program shall include the following counts and data calculations:

(a) Automatic traffic recorder counts at the main driveway to the Project Site for a seven-day period. From this data, the following casino-related information shall be determined:

- Daily traffic volumes and trip generation rates (per gaming station) for each day of the week;
- Peak hour traffic volumes and trip generation rates (per gaming station) for the Friday morning, Friday afternoon and Saturday evening peak hours;
- Comparison of forecasted versus actual traffic volumes for the daily and peak hour periods documented in the July 9, 2013 Traffic Impact and Access Study prepared for the Developer by TetraTech (the "**Traffic Study**"); and
- Number of buses arriving/departing the Project Site on a daily basis and during the peak hours.

(b) Manual turning movement counts ("**TMC**") at the following intersections to determine the approximate distribution of casino traffic during the Friday morning, Friday afternoon and Saturday peak hours:

- Route 16 Connector Road at the Project driveway;
- Route 16 Connector Road at Route 16;
- Route 16 Connector Road at Northbound Collector/Distributor Road ramps; and
- Route 16 Connector Road at Southbound Collector/Distributor Road ramps.

(c) TMC at the following intersections to determine the non-casino use of the Route 16 Connector Road and the I-495 Collector/Distributor Road ramps during the Friday morning, Friday afternoon and Saturday peak hours:

- Route 16 Connector Road at the Project driveway;
- Route 16 Connector Road at Route 16;
- Route 16 Connector Road at Northbound Collector/Distributor Road ramps; and
- Route 16 Connector Road at Southbound Collector/Distributor Road ramps.

(d) Counts on the enhanced MWRTA Milford Line (Route 6) buses to determine how many Project guests or employees are arriving by public transportation.

(e) Project employee surveys to determine how many employees are arriving by carpool.

(f) TMC shall be performed at the intersections set forth below (at a minimum) to measure traffic volumes during the Friday morning, Friday afternoon and Saturday peak hours:

- Route 16 at Adams Street;
- Route 16 at Fortune Boulevard/Beaver Street;
- Route 85 at the I-495 northbound ramps;
- Route 85 at the I-495 southbound ramps;
- Route 85 at Fortune Boulevard/Dilla Street;
- Route 109 at the I-495 northbound ramps;
- Route 109 at the I-495 southbound ramps;
- Route 109 at Beaver Street;
- Route 16 at Route 109;
- Route 16 at Route 85;
- Route 16 at Beach Street;
- Route 16 at Route 140; and
- Purchase Street at Dilla Street.

These traffic volumes shall be compared with the future “No Build” and “Build” volumes from the Traffic Study to determine how traffic volumes have changed due to the Project. If the results of the traffic monitoring program indicate that there is an impact at an intersection where mitigation has not been proposed, then the Developer shall coordinate with the Town to develop an appropriate set of improvements for the identified locations. Developer and the Town shall also pre-determine the set of parameters to be used to determine what would be considered an “impact” at an intersection. If additional counts or observations are required to obtain the parameters, the monitoring program described above shall be amended to include those counts or observations.

## EXHIBIT D-2

### WATER IMPROVEMENTS

1. **Improvements to Production Capacity** – Prior to Operations Commencement, Developer shall complete the planning, permitting, design and construction of upgrades/expansion at the Dilla Street and/or Godfrey Brook well sites to increase production above current levels by, at least, 135% of the Project’s “projected average daily demand.” For purposes of Developer’s obligations under this paragraph, the Project’s “projected average daily demand” shall be the projected average daily demand as is calculated by the Developer and/or its consultants and reviewed and approved by the Town, the Milford Water Company (“**MWC**”) and/or its consultants.
2. **Improvements to Water Infrastructure** – Prior to Operations Commencement, Developer shall complete the planning, permitting, design and installation of new water mains as needed to provide domestic and fire service to the Project without causing unacceptable degradation of service to Town residents and/or businesses. Thereafter, water distribution system residual pressures throughout the entire system shall be maintained at a minimum of 20 psi under all fire flow scenarios, including under peak demand conditions at the Project and under maximum projected non-fire flow demand for the Town.
3. **Water Conservation Measures** – Beginning at Operations Commencement and continuing throughout the Term, Developer shall implement and maintain, at a minimum, the following water conservation measures: (a) no use of public water for irrigation at the Project Site, (b) use of energy and water efficient fixtures and appliances at the Project Site, and (c) use of an off-site vendor for bulk laundry services of the Project. Any off-site vendor for bulk laundry services shall provide proof that it has sufficient capacity to provide these services, and proper permits needed to do so. Additionally, prior to Operations Commencement, Developer will fund the identification and replacement of non-water efficient fixtures at selected municipal buildings located within the Town, the total cost of which shall not exceed \$25,000.
4. **Water Reuse** – Beginning at Operations Commencement and continuing throughout the Term, Developer shall establish, implement and maintain a water reuse strategy that will include recycling gray water for use in its irrigation or mechanical systems.
5. **Emergency Water Service** – In its construction of the Project, Developer shall incorporate plumbing systems capable of receiving/using tanker-delivered water.
6. **Water Management Act Permit** – When requested by MWC, Developer will assist the MWC in amending its Water Management Act permit to incorporate additional flows resulting directly from the Project, including Developer’s payment costs directly related thereto.
7. **Fire Service Loop** – Prior to Operations Commencement, provided Developer can acquire the necessary real property rights at a reasonable cost to Developer, Developer

shall plan, design, permit and construct a return loop from the East Main Street water main to the water main in Fortune Boulevard. If Developer cannot reasonably acquire the necessary real property rights, then Developer shall plan, design, permit and construct an on-site water storage tank to increase reliability of the existing water system. The minimum size of the on-site water storage tank shall be based on providing sufficient water for a fire flow event of 3,000 gallons per minute for 4 hours and a reasonable supply of emergency water, as approved by the Milford Fire Department and the MWC.

8. **Fees** – Developer shall pay all water connection fees and monthly water service charges including, without limitation, any high volume surcharge fees that may be assessed by MWC, as and when such fees and charges are due.
9. **Maintenance & Repairs** – Beginning at Operations Commencement and continuing throughout the Term, Developer shall be responsible for the maintenance and repair of the water system from the buildings located on the Project Site to the point of the actual connection to MWC’s water distribution system, including any maintenance reasonably required by the MWC and/or the Town. The MWC and/or the Town reserve the right to perform any maintenance if Developer fails to perform such maintenance in a timely manner, as well as the right to enter and perform emergency repairs if necessary with such reasonable prior notice to Developer as the circumstances allow. Developer shall be responsible for the costs of all such maintenance and emergency repairs. All improvements to the water system made by Developer shall be completed in accordance with MWC and Town regulations.
10. **Additional Improvements** – No later than thirty (30) days following end of the first year anniversary of Operations Commencement, Developer shall provide to the Town and MWC a report setting forth in reasonable detail for the first twelve (12) months of the Project’s operations, the Project’s actual water demand by month and calculating the Project’s actual average daily demand. If such actual average daily demand exceeds the projected average daily demand (as determined in paragraph 1 of this Exhibit D-2), then Developer shall work with the MWC and the Town to identify additional improvements and/or upgrades that may be made to the MWC system to increase production capacity to 135% of such actual average daily demand of the Project (the “**Additional Water System Improvements**”), and Developer shall plan, permit, design and construct such Additional Water System Improvements.

## EXHIBIT D-3

### SEWER IMPROVEMENTS

1. **Project Sewer Extension** – Prior to Operations Commencement, Developer shall complete the planning, design and installation of new sewer collection infrastructure required to convey Project wastewater to the existing Town sewer collection system in East Main Street approximately 1,500 feet west of Fortune Boulevard. This work is expected to include approximately 3,500 feet of new gravity sewer and force main and a new pump station. The pump station and force main will be designed to accommodate the flow from the complete build out of the Project and from properties located within the Town east of Project Site that are currently served by septic systems. All sewer infrastructure within the public right-of-way will be designed and constructed per Milford Sewer Department specifications in anticipation of it being owned and operated by the Milford Sewer Department upon final acceptance.
2. **East Main Street Sewer Extension** – Prior to Operations Commencement, Developer shall complete the planning, design and construction of new collection system infrastructure in East Main Street from the Project Site east to Appleton Street and in Wildwood Drive from East Main Street to Dogwood Lane and a new pump station near Appleton Street. Additionally, sewer laterals will be extended from the new mains to the limit of the public right of way at each adjacent existing household/business. All sewer infrastructure within the public right-of-way will be designed and constructed per Milford Sewer Department specifications in anticipation of it being owned and operated by the Milford Sewer Department upon final acceptance.
3. **Inflow/Infiltration Removal** – Applicants for a sewer connection permit are required to remove five (5) gallons of infiltration and/or inflow (“**I/I**”) from the system for each gallon of wastewater proposed to be discharged (the “**5:1 Removal Requirement**”). Developer shall identify proposed I/I removal projects and present such projects to the Milford Sewer Department for its approval. Once such I/I removal projects are approved, Developer will complete, or cause to be completed, such approved projects in satisfaction of the 5:1 Removal Requirement.
4. **Pre-Construction Flow Monitoring** – Prior to commencement of Project construction, Developer will install flow meters at six (6) locations within the collection system for a period of at least eight (8) weeks to document current flows during the wet weather season that will serve as the basis for identifying required system improvements and opportunities for I/I removal.
5. **Post-Construction Flow Monitoring** – Following Operations Commencement, a flow monitoring program will be conducted at the same location during the wet weather season and for the same durations included paragraph 4, above. The purpose of this monitoring will be to validate Project flow estimates. Developer shall also install an additional permanent flow meter in the effluent for the Project to monitor post construction flow to be able to differentiate Project flows from I/I flows in the existing system.

6. **East Main Street Pumping Station** – Prior to Operations Commencement, Developer will replace the existing East Main Street Pumping Station and wet well to accommodate proposed flows from the Project and potential new connections using the East Main Street sewer extension.
7. **Downstream System Improvements** – Prior to Operations Commencement, Developer will upgrade downstream infrastructure including processes at the Town’s waste water treatment facility where flow monitoring data collected under paragraph 4, above, indicates, as determined by the Milford Sewer Department in consultation with Developer, that the additional flows from the Project will exceed  $\frac{3}{4}$  full-flow pipe capacity, will cause or exacerbate sanitary sewer overflows during wet weather events or will exceed capacity processes at the Town’s waste water treatment facility.
8. **Wastewater System Hydraulic Model** – Prior to Operations Commencement, Developer agrees to help fund the development of a Town-wide hydraulic system model in an amount of \$25,000 to assist in the operation and maintenance of the sewer collection system and in the evaluation of potential Project impacts and required system improvements.

## **EXHIBIT D-4**

### **STORMWATER IMPROVEMENTS**

1. **No New Untreated Discharges** – Developer shall design and construct the Project in a manner such that the Project will not create any new point source discharges of untreated stormwater to wetland resource areas. Additionally, stormwater quality control for the Project will include Low Impact Development (“**LID**”) techniques such as bio-retention areas, rain gardens, stormwater harvesting for landscape irrigation and green roofs in addition to standard water quality controls such as street sweeping, deep sump/hooded catch basins, water quality structures and infiltration basins.
2. **Peak Rate Attenuation** – Developer shall design and construct the Project to incorporate stormwater controls to reduce peak rates of runoff from the site for the 2-year, 10-year and 25-year, 24-hour storm events and that no increased flooding impacts would occur during the 100-year, 24-hour storm event. Detailed stormwater calculations will be provided during the Milford Conservation Commission and Planning Board Project reviews and approvals.
3. **Groundwater Recharge** – Developer shall design and construct the Project to incorporate stormwater controls that exceed MassDEP recharge recommendations by 25%. Detailed stormwater calculations will be provided during the Milford Conservation Commission and Planning Board Project reviews and approvals.
4. **Water Quality** – Developer shall design and construct the Project to incorporate stormwater controls that will achieve a cumulative Total Suspended Solids (“**TSS**”) removal rate of 85% exceeding the 80% MassDEP requirement and will provide water quality volume equal to one (1) inch time total site impervious area which will generally exceed the 0.5 inches required by MassDEP. (Note that areas tributary to vernal pools are required by MassDEP to provide treatment of a volume associated with one (1) inch times the applicable impervious area). Detailed stormwater calculations will be provided during the Milford Conservation Commission and Planning Board Project reviews and approvals.
5. **Construction Pollution Prevention and Erosion and Sedimentation Control** – Developer will, on a timely basis, file a Notice of Intent for coverage under the U.S. Environmental Protection Agency (“**EPA**”) NPDES General Permit for Stormwater Discharges from Construction Activities and will prepare and implement a Stormwater Pollution Prevention Plan (“**SWPPP**”) in accordance with permit requirements. The SWPPP will be prepared describing the specific practices, installation methods and inspection requirements for temporary and permanent erosion prevention and sediment control practices. The SWPPP will follow the template developed by the EPA and will be filed with the Milford Conservation Commission.
6. **Operation and Maintenance Plan (O&M Plan)** – Developer shall be responsible for its stormwater management system and a Project-specific O&M Plan will be developed that documents operations and maintenance protocols for the site and its stormwater management system. A detailed O&M Plan will be provided to the Milford Conservation Commission and Planning Board during the course of pursuing required Project approvals.



7. **EPA Draft General Permit for Residually Designated Discharge** – The EPA has made a preliminary determination that stormwater runoff from impervious surfaces equal to or exceeding two (2) acres in size in Milford, Bellingham and Franklin, Massachusetts are contributing to the degradation of water quality in the Charles River. Properties meeting these criteria are referred to as “designated discharges” or “designated discharge sites.” The practical implication of this determination is that the owners of “designated discharge sites” will be required to obtain permits under federal law, and will be required to undertake actions to control the discharge of stormwater from their properties. The EPA has published its preliminary determination as well as a “draft” permit and various amendments to the determination and draft permit, but no final EPA permit has been issued. The draft permit proposes different approaches that a site owner may take to manage stormwater runoff from its property. Under the current draft permit, the Project will be a “designated discharge site” and as such, Developer will be required to apply for a permit and to undertake a number of activities to control the discharge of stormwater runoff from the Project so that it does not cause or contribute to violations of water quality standards in the Charles River. The Developer will cause the Project to comply with the EPA permit requirements. Additionally, Developer will designate a Stormwater Team, which team will establish, implement and maintain best management practices (BMPs) at the Project and cause the Project to comply with such BMPs. The BMPs will include, at a minimum, the following:

- a. a snow storage and de-icing plan;
- b. a leaf litter collection and disposal plan;
- c. a requirement that landscaping fertilizers are phosphorous free;
- d. development of an “emergency spill plan” to protect Project drainage structures and wetlands; and
- e. detailed mapping of the drainage system on the Project Site, within the Collector/Distributor Road, and within the Route 16 Connector Road in GIS and AutoCAD format.

## EXHIBIT D-5

### NOISE, LIGHTING AND AIR QUALITY STANDARDS

#### 1. Noise.

- a. Prior to the Town's issuance of a building permit for the Project, Developer shall:
  - i. Conduct a noise study (which study shall meet the standards of the FHWA Transportation Noise Model) quantifying sound levels from the construction and operation of the Project and the associated highway improvements (described in Exhibit D-1 hereof). As part of the study baseline sound levels at residential properties abutting the Project Site boundaries measured at both day and night to establish background ambient sound levels (the "**Baseline Sound Levels**"). An acoustic model shall be developed for all rooftop mechanical equipment operating simultaneously and at maximum load to document compliance with MassDEP Noise Policy Limits. The study shall predict maximum operational sound levels at residences located nearest to the Project and other noise sensitive areas. Temporary noise from construction shall be compared to maximum sound levels currently experienced.
  - ii. Conduct a roadway noise study to compare existing and future sound levels at affected residences to the FHWA Noise Abatement Criteria for residential areas. The study shall evaluate sound levels at the four (4) most sensitive residential locations to determine if mitigation is required to address noise impacts per FHWA criteria.
  - iii. Identify noise mitigation measures necessary to ensure compliance with the MassDEP Noise Policy.
  - iv. Document findings from (i) – (iii) above in a Noise Study Report to be submitted to the Town along with its application for a building permit.
- b. The Noise Study Report shall also be included in documents submitted to federal and state authorities as part of the National Environmental Policy Act and Massachusetts Environmental Policy Act review documents.
- c. During the Term, the Project shall comply with noise standards included in the Massachusetts Department of Environmental Protection Air Pollution Control Regulation (310 CMR 7.00).
- d. During the first winter months (e.g., November, December, January, February and/or March) to occur following Operations Commencement, Developer shall conduct a noise study (which study shall meet the standards of the FHWA Transportation Noise Model) quantifying sound levels from operations of the Project and the associated highway improvements (the "**Post-Construction Noise Study**"). The Post-Construction Noise

Study shall measure sound levels at the residential properties abutting the Project Site boundaries and shall compare these sound levels to the Baseline Sound Levels. If the Post-Construction Noise Study shows that noise levels exceed the Baseline Sound Levels above acceptable levels, as determined in accordance with state and federal guidelines (the “**Acceptable Levels**”), then Developer shall work with the Town to identify noise abatement measures to reduce noise levels to the Acceptable Levels and Developer shall design, permit, construct and implement such noise abatement measures.

2. **Lighting** – During the Term, Developer shall:

- a. minimize light trespass and glare from the Project by maintaining as much natural vegetated buffer along roadways and parking areas as possible;
- b. design, construct and maintain supplemental screening and landscaping at key areas to further minimize potential light impacts of the Project on abutting and adjacent areas;
- c. control lighting at the Project so that lights do not shine directly onto abutting properties;
- d. design and maintain all lighting at the Project to be consistent with Illuminating Engineering Society of North America recommended practices; and
- e. calculate a site lighting photometric plan for on-site lighting to demonstrate a zero foot candle level contribution at the Project Site boundary lines. This plan does not include off-site project lighting (if any) such as street lighting, signage, etc.

Structured parking reduces the need for extensive external roadway and parking lot lighting, a principal source of light pollution. As such, parking at the Project shall be primarily by means of structured parking with minimal, if any, exposed at-grade parking, unless otherwise approved by the Milford Planning Board.

Additionally, Developer shall provide detailed photometric plans for the Project to the Town during planning board site plan review and as part of the building permit review.

3. **Air Quality** – Developer shall perform a comprehensive Air Quality Study for the Project including evaluation of air pollution from increases in traffic, stationary source emissions, greenhouse gas emissions and construction impacts. The study shall include:

- a. Greenhouse gas analysis evaluating direct and indirect carbon dioxide emissions associated with the Project per the standards of the Massachusetts Executive Office of Environmental Affairs “Greenhouse Gas Emissions Policy and Protocol.”
- b. Mesoscale air quality analysis of emissions from new traffic generated by the Project.
- c. Evaluation of emissions from stationary sources such as mechanical equipment, emergency power and cooking equipment. Fuel-burning equipment will be subject to MassDEP Environmental Results Program regulations (310 CMR 7.26).

- d. Construction air quality impacts analysis evaluating potential impacts from construction-generated fugitive dust and emissions from construction vehicles. The analysis shall predict maximum particulate matter and diesel particulate matter at sensitive receptors. The study shall demonstrate compliance with National Ambient Air Quality Standards.

In addition, the Project shall include elements of the Massachusetts Diesel Retrofit Program in the bidding specifications for construction and shall utilize low-sulfur diesel fuel for all off-road construction vehicles.

Developer will develop a list of best management practices to be followed by Project contractors to reduce construction-related air and noise pollution, including dust control and traffic management.

Developer will identify mitigation measures for avoiding, minimizing and mitigating emission increases due to the Project and commit to implementation of such measures. A mitigation plan and schedule for implementation should be provided to the Town during Planning Board Site Plan Review and as part of the Building Permit Review.

**EXHIBIT E**

**COMMUNITY DEVELOPMENT FUND**

A. In addition to other payments required by this Agreement, the Developer shall pay the Town the following amounts on the dates specified as Community Development Grants:

1. **Upfront Payments.** Thirty Million Dollars (\$30,000,000), payable as follows: (a) on or before the date that is thirty (30) days after the date that Developer is issued its first building permit from the Town permitting commencement of construction of the Project (the "**Building Permit Issuance Date**"), an amount equal to Five Million Dollars (\$5,000,000) *less* the amount deposited by the Developer into the Resident Impact Fund; (b) on or before first anniversary of the Building Permit Issuance Date, Five Million Dollars (\$5,000,000); (c) on or before the second anniversary of the Building Permit Issuance Date, Five Million Dollars (\$5,000,000); (d) on or before the third anniversary of the Building Permit Issuance Date, Seven Million Five Hundred Thousand Dollars (\$7,500,000); and (e) on or before the fourth anniversary of the Building Permit Issuance Date, Seven Million Five Hundred Thousand Dollars (\$7,500,000).

2. **Annual Payments.** For each Casino Year during the Term, an amount (such amount is the "**Percentage Payment**") equal to: (a) two percent (2%) of Developer's annual Gross Revenue in excess of Five Hundred Million Dollars (\$500,000,000), *less* (b) the sum of: (i) the amount of the School Aid Contribution paid by the Developer during such Casino Year, and (ii) the Annual Direct Community Impact Payments paid by Developer with respect to such Casino Year. The Percentage Payment shall be paid within ten (10) days following the end of each such Casino Year.

B. All Community Development Grants shall be deposited into the Community Development Fund established by the Town Treasurer.

C. The Community Development Fund shall be administered (pursuant to municipal finance laws and policies) by the Town and used to: (i) eliminate, reduce or mitigate Indirect Community Impacts and any other negative impacts in connection with the Project; (ii) Project compliance; and/or (iii) the betterment of the Town and its residents, as determined by the Town in its sole discretion.

## EXHIBIT F

### PROJECT AND PROJECT DESCRIPTION

The Project is a mixed-use commercial and casino resort real estate development of approximately 980,000 square feet (excluding structured parking) occupying the Project Site. Components include the following approximate minimum elements and sizes and comprised of the following:

1. A main building comprising a podium containing gaming, food and beverage, retail, office and physical plant space and two or three mid-rise hotel room buildings with the following specific Components:
  - (a) An approximately 205,000 square foot casino with no less than 6,700 and no more than 7,300 total Gaming Positions (consisting of a mix of slot and video gaming machines, gaming tables, and poker tables as is customary in the gaming industry) and related support, security and customer service facilities;
  - (b) Two or three mid-rise hotel room structures of approximately 450,000 square feet (in aggregate) comprising an approximately 500-key, four-star hotel with amenities and finishes characteristic of the upper upscale market segment;
  - (c) An approximately 4,000 square foot spa/fitness facility;
  - (d) Modern, finished meeting and convention space and related pre-function and back-of-house/food preparation areas totaling approximately 30,000 square feet;
  - (e) Approximately 55,000 square feet of dining service area allocated among not less than ten (10) distinctly branded restaurants or cafes;
  - (f) Approximately 10,000 square feet of bar and lounge space;
  - (g) Approximately 40,000 square feet of retail space;
  - (h) Approximately 160,000 square feet of office and back of house space including, without limitation, a secured area designed for the temporary holding of detainees pending police arrival;
  - (i) A licensed child day care center of approximately 3,000 square feet; and
  - (j) Approximately 30,000 square feet of central plant space; and
2. Valet parking drop off, bus drop off, bus parking, and structured parking for approximately 5,400 vehicles.

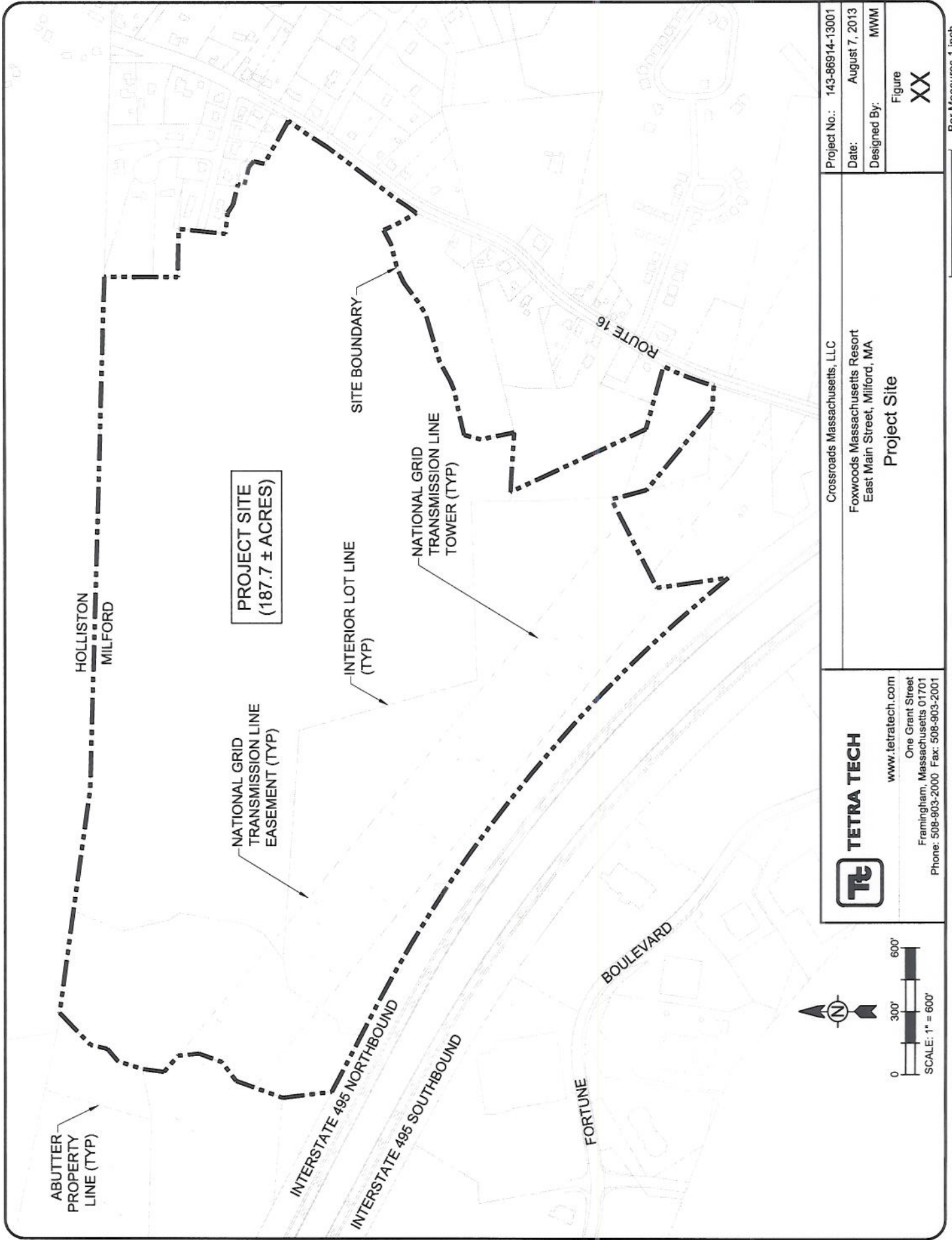
## **EXHIBIT G**

### **PROJECT SITE**

The Project Site comprises approximately 187 acres in the eastern edge of the Town generally bounded by the Holliston town line to the north, Route 16 (East Main Street) to the east, U.S. Interstate 495 to the south/southwest and open space to the west and as more fully delineated on Exhibit G-1, attached hereto, consisting of the following tax parcels: 29-0-7, 29-0-9, 30-0-34, 30-0-4, and 30-0-8.

**EXHIBIT G-1**

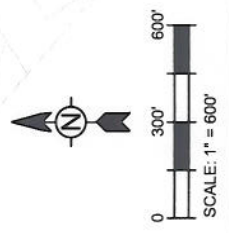
**EXHIBIT G-1**



Project No.:	143-86914-13001
Date:	August 7, 2013
Designed By:	MWM
Figure	XX

Crossroads Massachusetts, LLC  
 Foxwoods Massachusetts Resort  
 East Main Street, Milford, MA  
**Project Site**

**TETRA TECH**  
  
 www.tetratech.com  
 One Grant Street  
 Framingham, Massachusetts 01701  
 Phone: 508-903-2000 Fax: 508-903-2001



Bar Measures 1 inch



**EXHIBIT H**  
**CONCEPT DESIGN DOCUMENTS**

SEE ATTACHED



Proposed Resort Casino - Foxwoods Massachusetts  
Milford, MA  
September 2013

Exhibit H

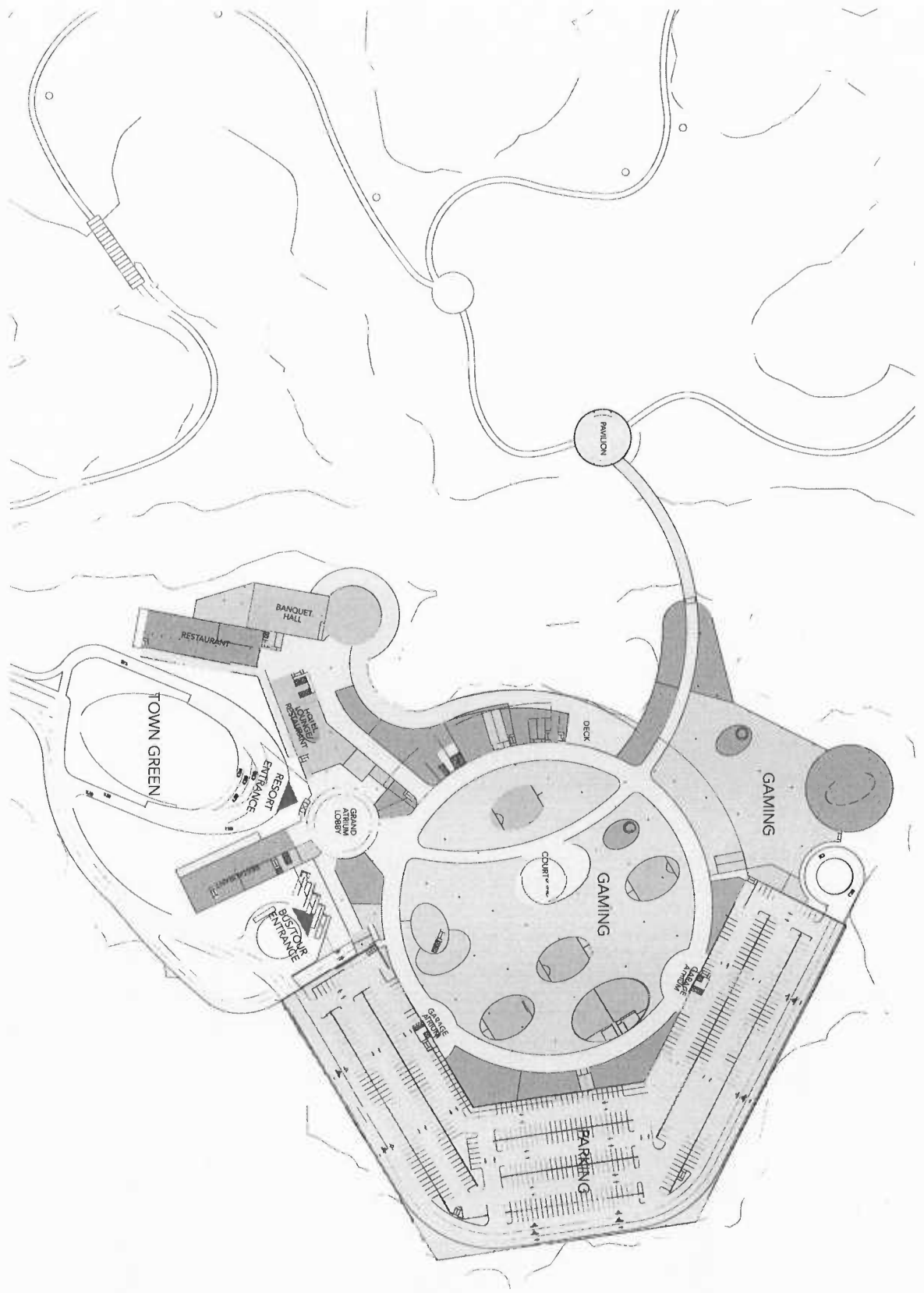
cbt













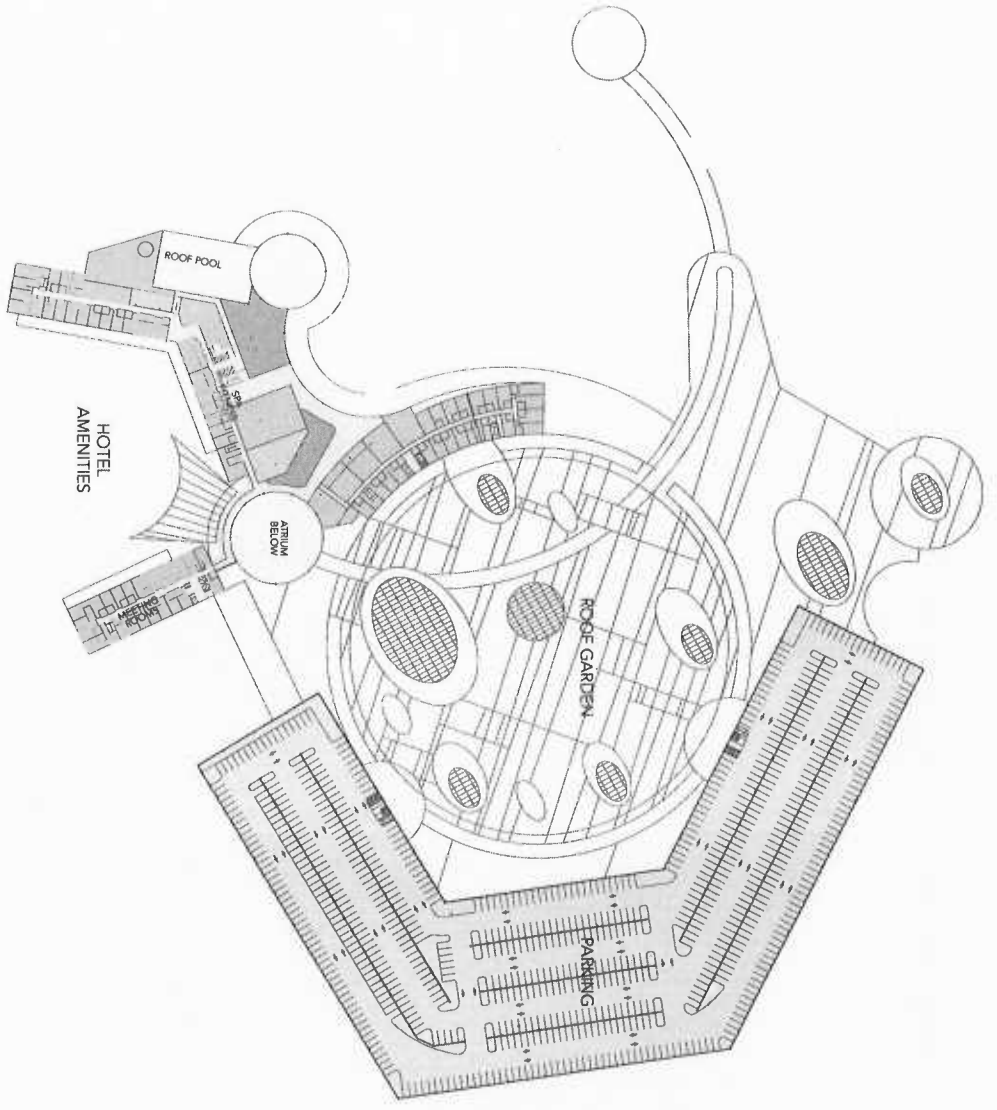




**LEGEND**

-  GAMING
-  VIP GAMING
-  RETAIL /
-  FOOD &
-  BEVERAGE
-  HOTEL
-  CIRCULATION
-  PARKING
-  BOILERMECHANICAL
-  RESTROOMS
-  SERVICES

**GROUND FLOOR PLAN**

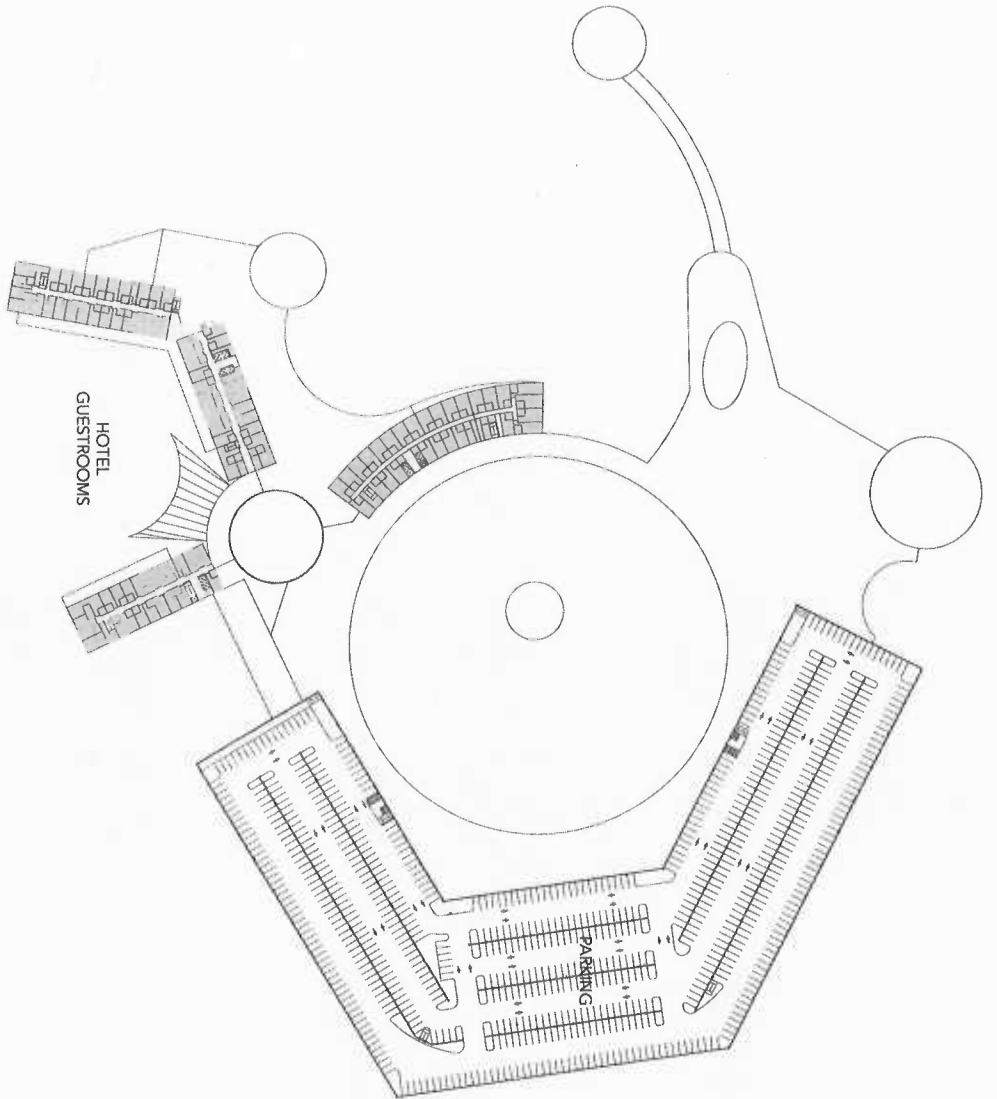


- LEGEND**
- GAMING
  - VIP GAMING
  - RETAIL / FOOD & BEVERAGE
  - HOTEL
  - CIRCULATION
  - PARKING
  - BOHMECHANICAL RESTROOMS SERVICES



**LEVEL 02 FLOOR PLAN**

cbt



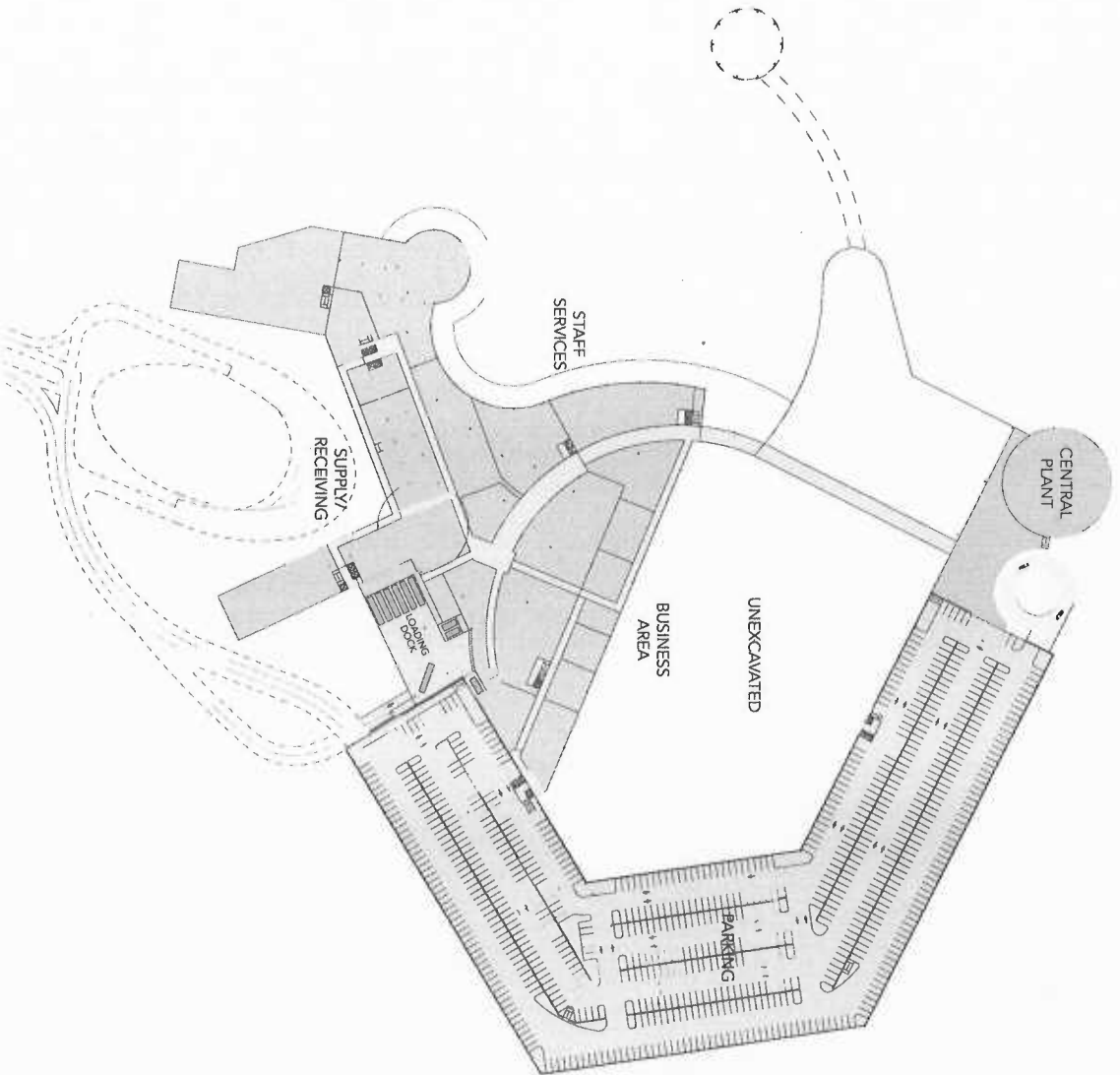
- LEGEND**
- GAMING
  - VIP GAMING
  - RETAIL / FOOD & BEVERAGE
  - HOTEL
  - CIRCULATION
  - PARKING
  - BOHMECHANICAL RESTROOMS / SERVICES



**TYPICAL FLOOR PLAN**

cbt





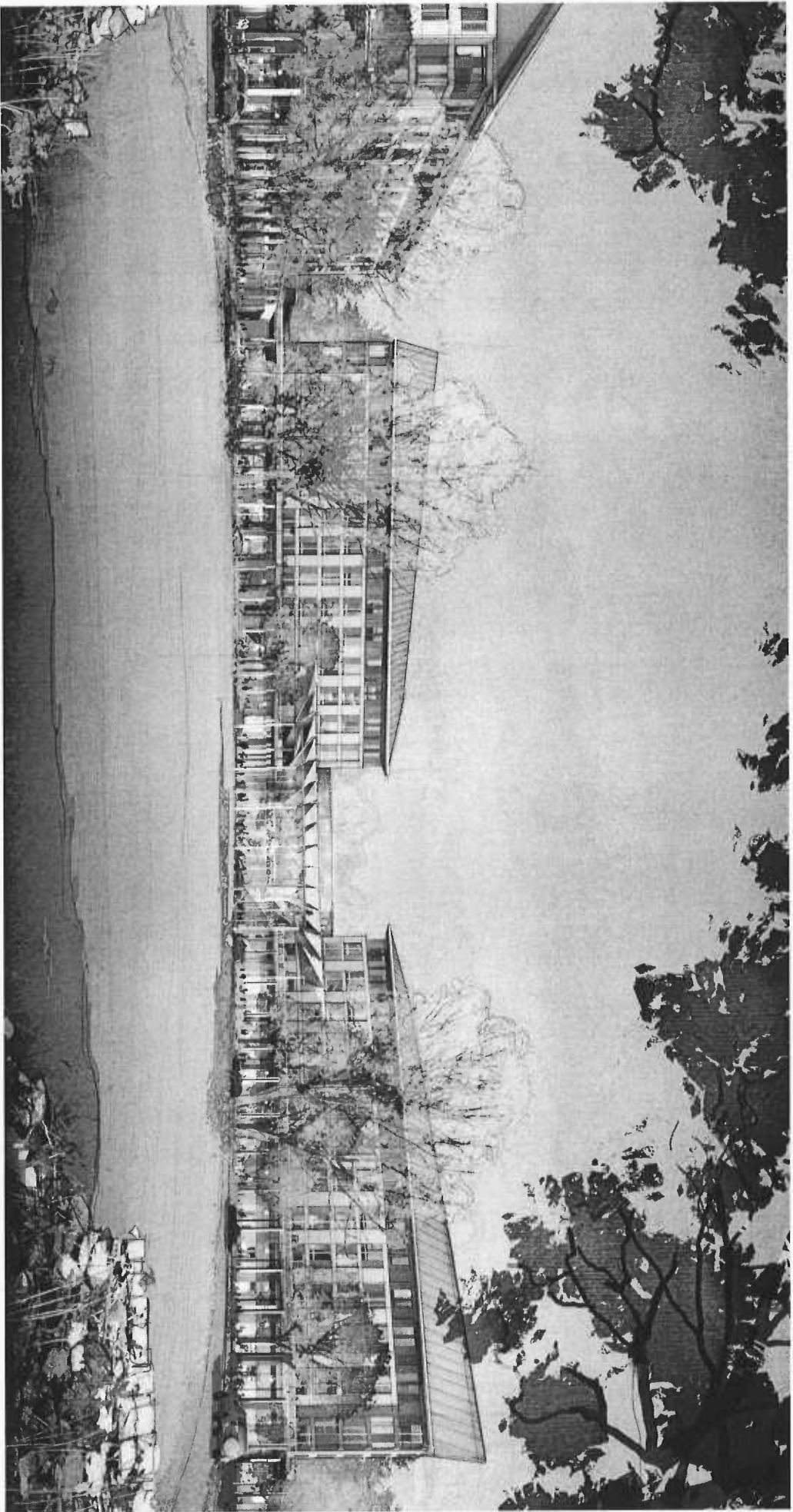
- LEGEND**
- GAMING
  - VIP GAMING
  - RETAIL/FOOD & BEVERAGE
  - HOTEL
  - CIRCULATION
  - PARKING
  - BOH/MECHANICAL RESTROOMS/ SERVICES





Proposed Resort Casino - Foxwoods Massachusetts  
Middletown, MA  
MASSACHUSETTS  
10/20/2009

AERIAL VIEW  
cbl

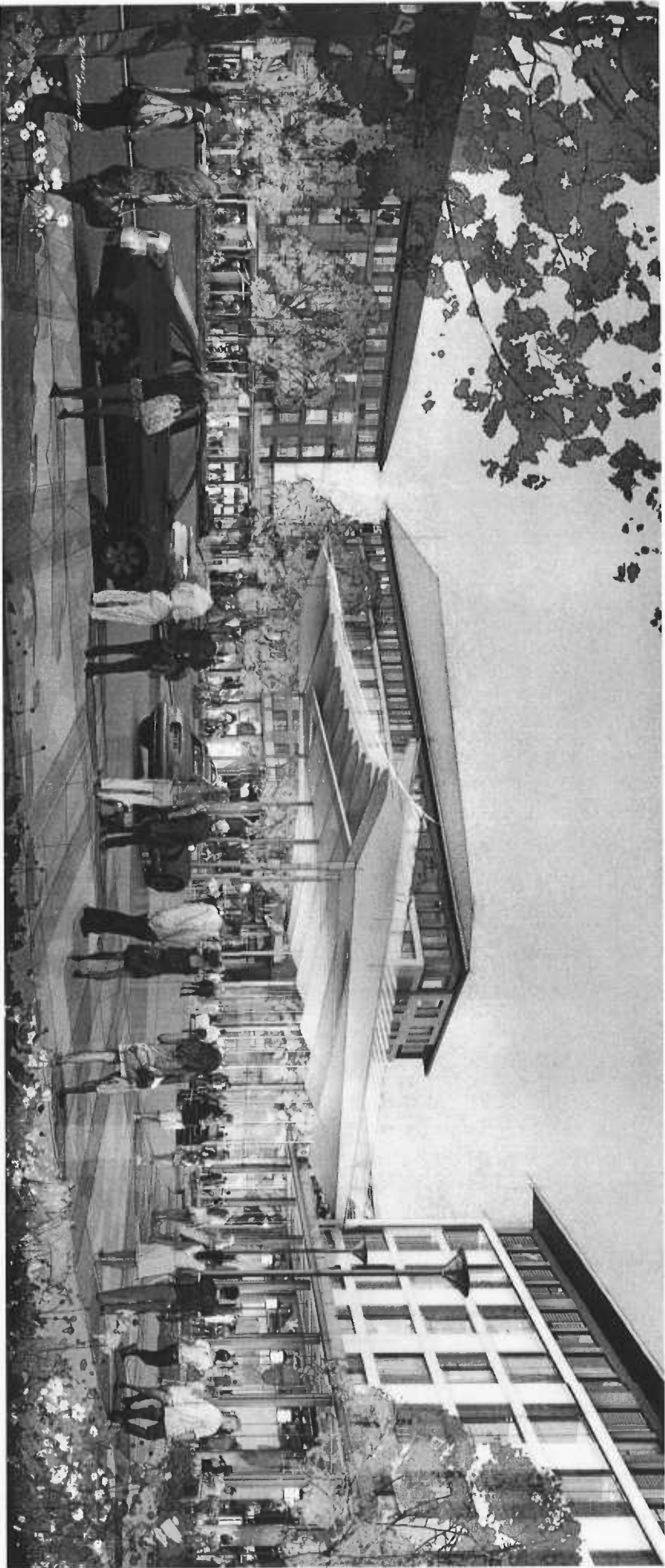


 **FOXWOODS**  
MASSACHUSETTS

**Proposed Resort Casino - Foxwoods Massachusetts**  
Milford, MA  
September 2013  
Exhibit H

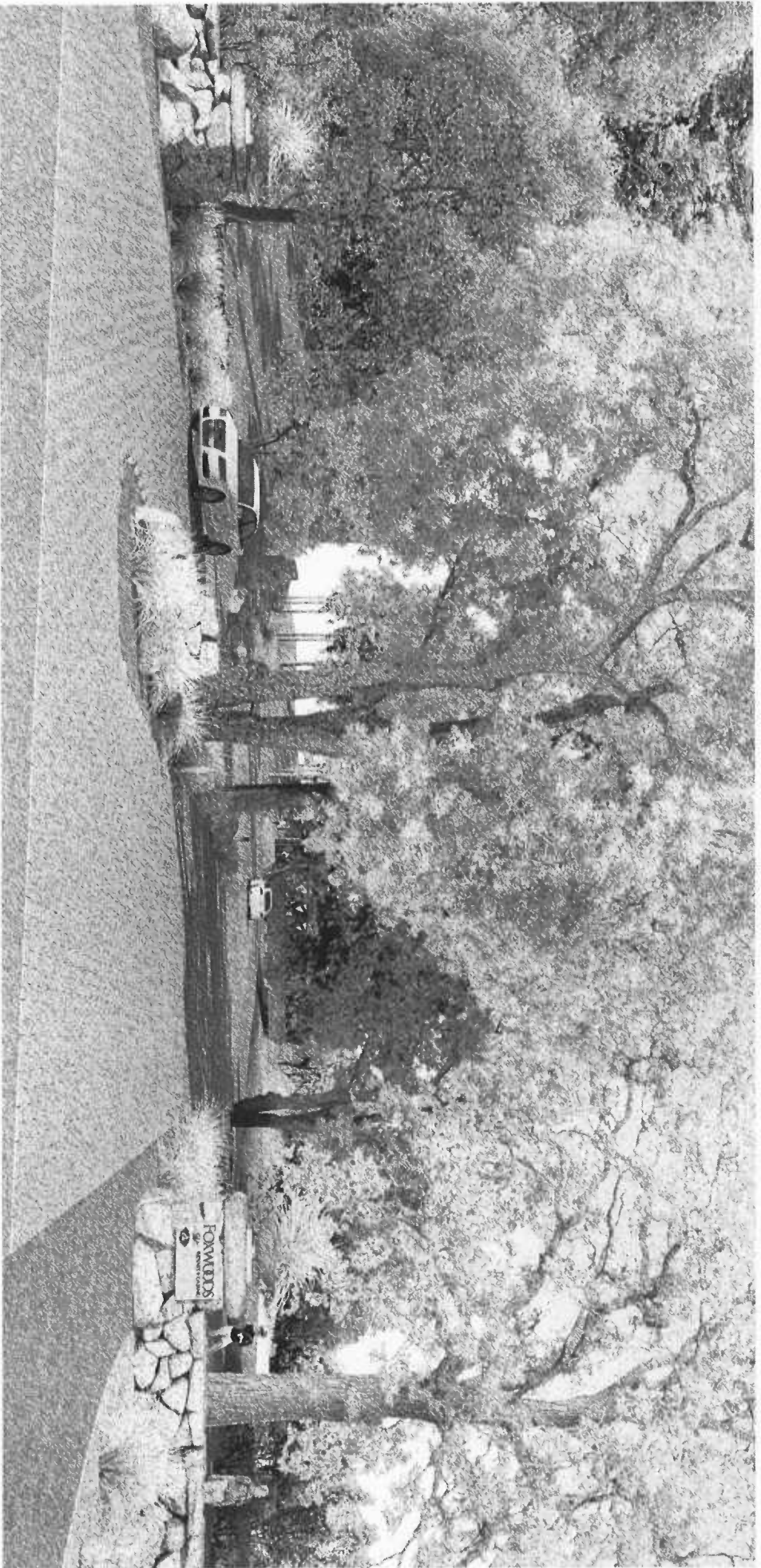
**ARRIVAL AT THE TOWN GREEN**

**cbl**



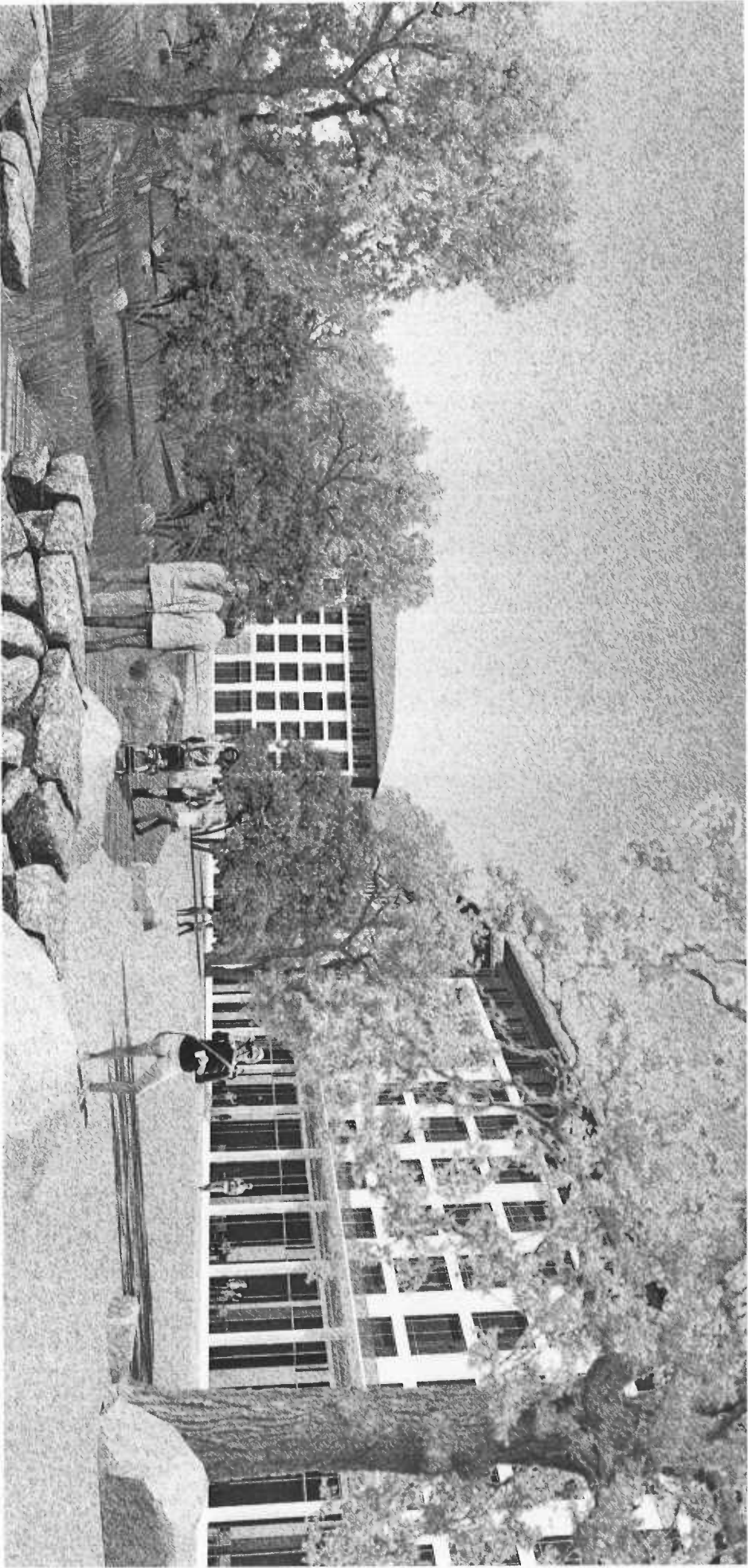




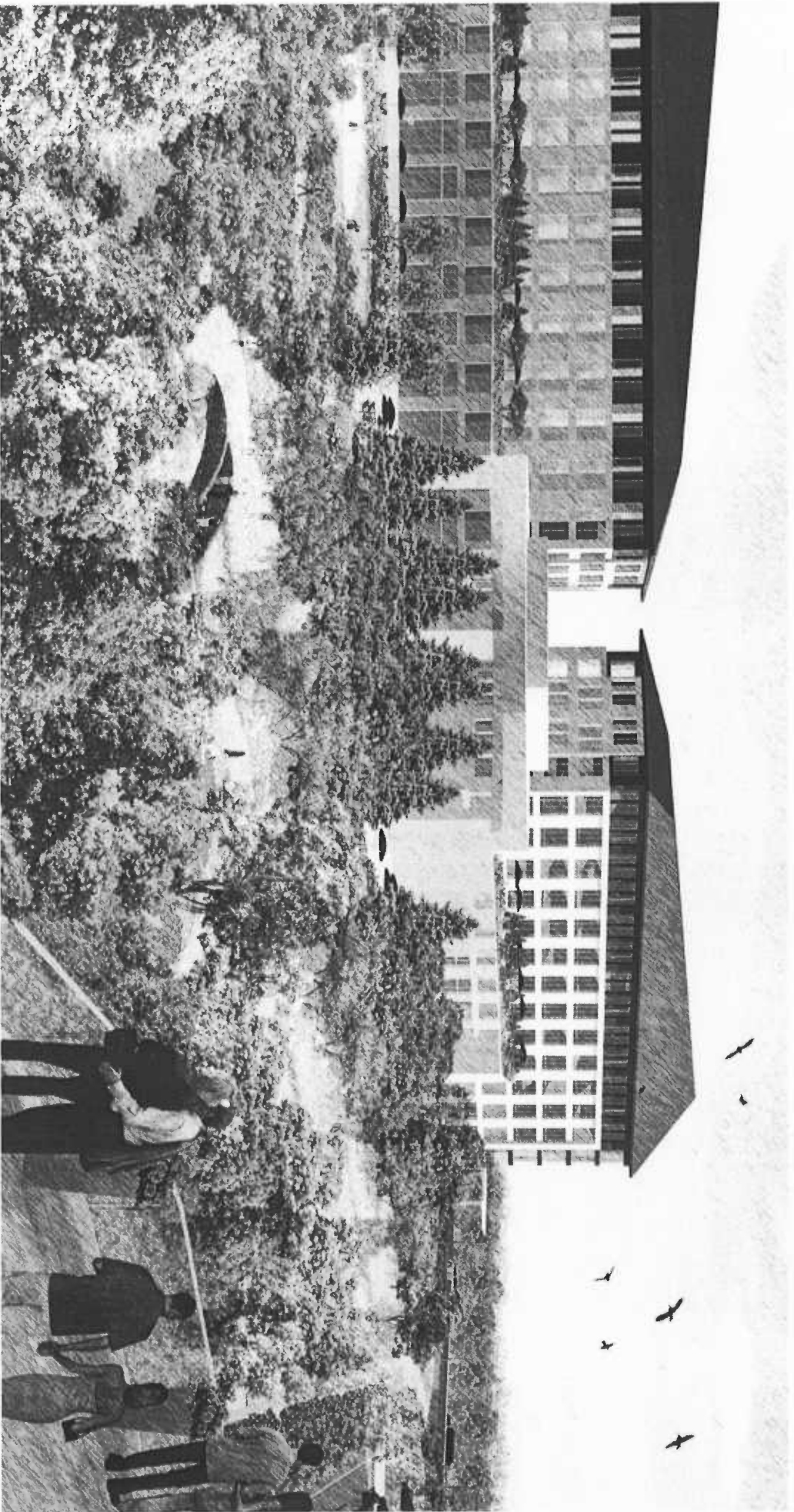


Proposed Resort Casino - Foxwoods Massachusetts  
Massachusetts  
September 2010  
Exhibit H

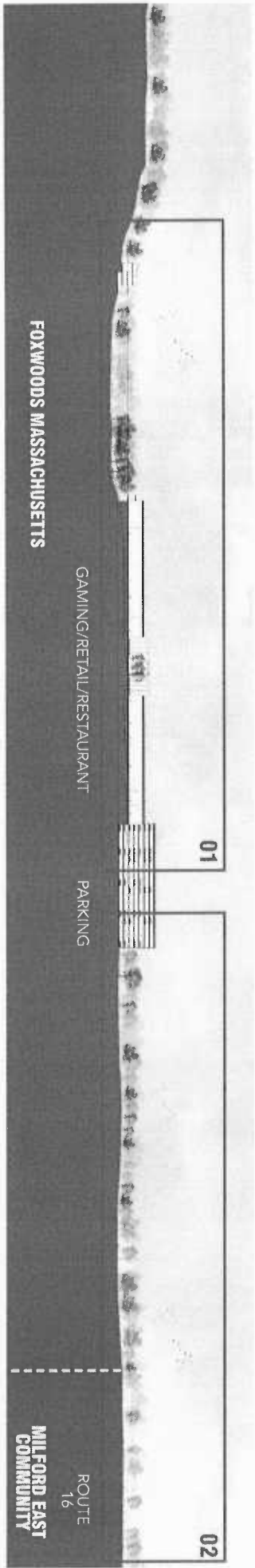
ENTRANCE DRIVE  
cbl



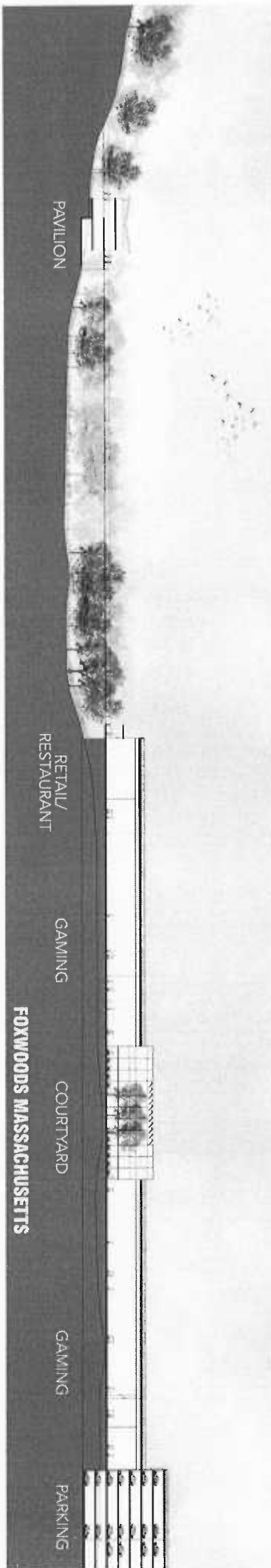








SITE SECTION



SECTION 01



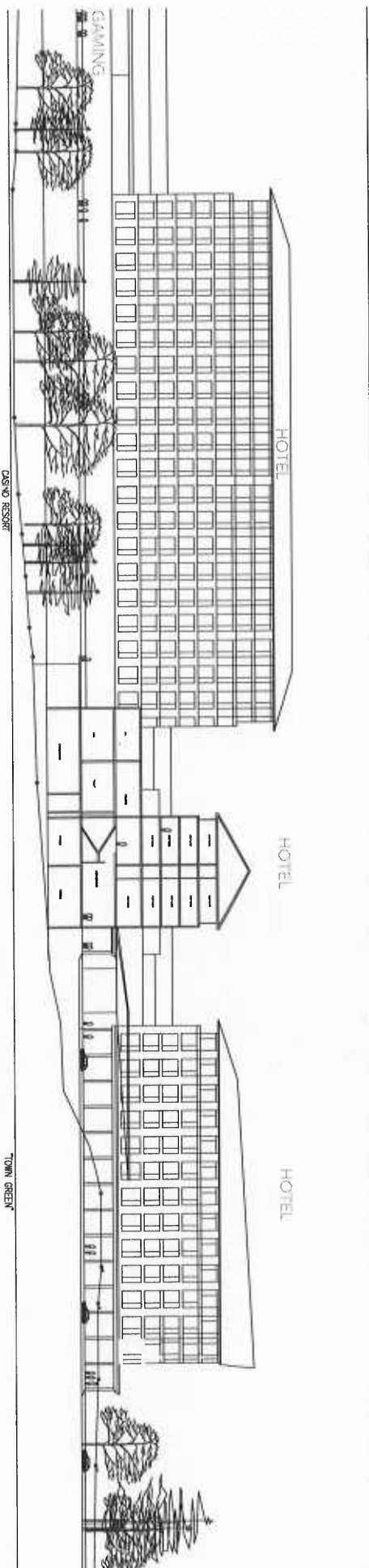
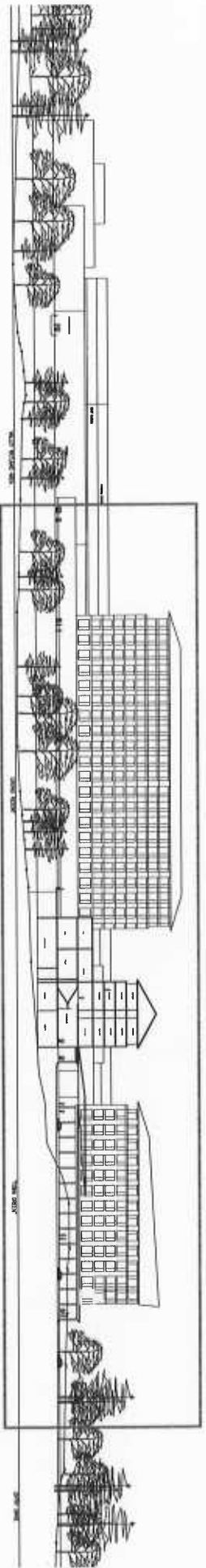
SECTION 02



Proposed Resort Casino - Foxwoods Massachusetts  
 Exhibit H  
 September 2015

SECTIONS

cbl 15

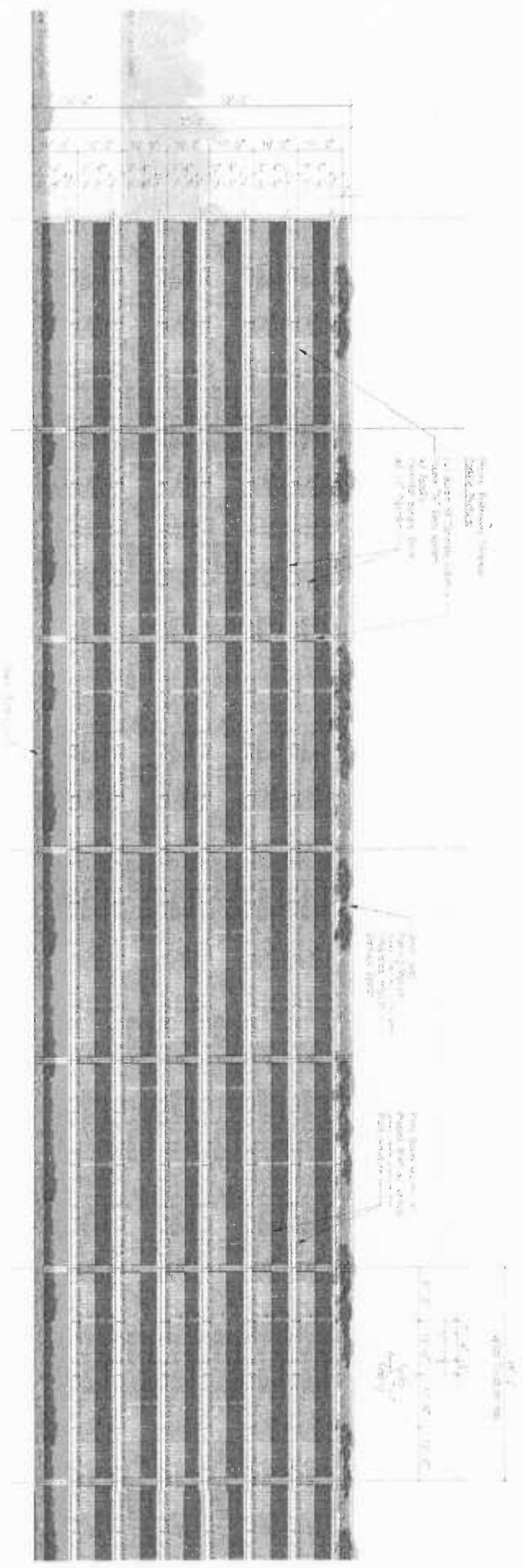


Proposed Resort Casino- Foxwoods Massachusetts  
 Exhibit H  
 September 2013

HOTEL SECTION / ELEVATION

cbt





TYPICAL GARAGE ELEVATION

**EXHIBIT I**

**FORM OF CASINO MANAGER  
TRANSFER RESTRICTION AGREEMENT**

This Transfer Restriction Agreement (“**TRA**”) is made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Foxwoods Massachusetts, LLC, a Massachusetts limited liability company (“**Casino Manager**”), having its office at 88 Main Street, Milford, Massachusetts 01757 to and for the benefit of the Town of Milford, Massachusetts, a municipal corporation acting by and through its Board of Selectmen (the “**Town**”). The Casino Manager and the Town shall be referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

**RECITALS**

A. The Commonwealth of Massachusetts (“**Commonwealth**”) enacted “An Act Establishing Expanded Gaming in the Commonwealth,” codified at Chapter 194 of the acts of 2011, Mass. Gen. Law, ch. 23K, as amended from time to time (together with any rules and regulations promulgated thereunder, the “**Act**”).

B. Crossroads Massachusetts, LLC, a Delaware limited liability company (the “**Developer**”) and the Town have executed that certain Host Community Agreement dated \_\_\_\_\_, 2013, as the same may from time to time be amended (“**Agreement**,” with capitalized terms herein having the same meaning as therein defined, unless expressly otherwise defined herein), which Agreement sets forth the terms and conditions upon which Developer has agreed to develop, construct, operate and maintain a casino, including all buildings, hotel structures, recreational or entertainment facilities, restaurants or other dining facilities, bars and lounges, retail stores or other amenities, back office facilities and improvements developed, constructed, used or maintained by Developer in connection with the casino (the “**Project**”).

C. Casino Manager will be engaged by Developer to provide casino resort development and management services to Developer pursuant to the terms of a Management Agreement to be entered into between the Developer and Casino Manager, as the same may from time to time be amended (“**Management Agreement**”).

D. Casino Manager, by virtue of entering into the Management Agreement with Developer, will benefit from the financial success of Developer.

E. The Town is relying upon Developer and the Casino Manager in the exercise of their respective skill, judgment, reputation and discretion with respect to the Project.

F. The execution and delivery of this TRA is required under the terms of the Agreement.

**NOW, THEREFORE**, in consideration of the foregoing premises and in order to induce the Town to execute and deliver the Agreement, Casino Manager, acknowledging that, but for the execution and delivery of this TRA, the Town would not have entered into the Agreement with Developer, hereby covenants and agrees as follows:

1. Without first obtaining the prior written consent of the Town, the Casino Manager shall not permit or engage in the following transfers (each a “**Restricted Transfer**”):

(a) consummate a sale of all or substantially all of its assets;

(b) consummate a merger or consolidation with any other corporation or entity, other than a merger or consolidation which would result in the voting securities of the Casino Manager outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into the voting securities of the surviving entity) more than fifty percent (50%) of the combined voting power of the voting securities of the Casino Manager or such surviving entity outstanding immediately after such merger or consolidation;

(c) liquidate all or substantially all of its assets;

(d) change its ownership through a transaction or a series of related transactions, such that any person or entity is or becomes the beneficial owner, directly or indirectly, of securities in the Casino Manager representing more than fifty percent (50%) of the combined voting power of the voting securities of the Casino Manager; or

(e) transfer, whether by assignment or otherwise, the Management Agreement.

2. Nothing contained in this TRA shall prevent (i) the delegation of certain duties and responsibilities regarding the Project to third parties so long as (x) such delegation is ordinary and customary in the casino industry, and (y) the Casino Manager remains the primary provider of overall services and continues to exercise ultimate operational control over the Project, (ii) a pledge or a grant of a security interest by the Casino Manager of its assets, ownership interests or its direct or indirect interest in Developer or the Management Agreement to one or more an institutional lender(s), provided that the prior written consent of the Town shall be required if any such institutional lenders in the exercise of their remedies desires to affect a Restricted Transfer, and (iii) the Massachusetts Gaming Commission from authorizing the appointment of an interim casino manager under the Act. .

3. The procedure for obtaining approval of a Restricted Transfer by the Town under this TRA shall be as follows:

(a) Casino Manager shall notify the Town as promptly as practicable upon Casino Manager becoming aware of any Restricted Transfer. The Town shall have a period of thirty (30) calendar days to consider a Restricted Transfer after a written request for approval of such Restricted Transfer has been provided to the Town by the Casino Manager. The Casino Manager shall provide the Town with such information as the Town may reasonably request regarding such Restricted Transfer to the extent that such information is either in possession of the Casino Manager or reasonably accessible by it. The information regarding the Restricted Transfer provided to the Massachusetts Gaming Commission by the Casino Manager and/or the proposed transferee of the Casino Manager shall be deemed to be sufficient for this purpose. Pursuant to the request of

either Party, the Casino Manager and the Town through its Board of Selectmen agree to meet and confer during the review process to discuss any proposed Restricted Transfer.

(b) The Town shall act under this TRA through its Board of Selectmen. A Restricted Transfer shall be approved as follows: (i) by an affirmative vote of a majority of the members of the Town's Board of Selectmen (ii) in the event of an equal number of votes by the Town's Board of Selectman for and against a Restricted Transfer, the Restricted Transfer shall be deemed to have been approved (iii) in the event that the Town's Board of Selectman abstain or otherwise fail to vote on the Restricted Transfer during the thirty (30) day period referred to subparagraph 3(i) above, the Restricted Transfer shall be deemed to have been approved or (iv) if otherwise approved pursuant to the dispute resolution provisions set forth in this TRA.

(c) In the event that the Town acting through its Board of Selectmen shall withhold approval of any Restricted Transfer, such withholding of approval shall be in writing and shall set forth with reasonable specificity each of the reasons why such approval has been withheld. In the event that the Casino Manager disputes the withholding of such approval, then the Casino Manager shall have the right to invoke the dispute resolution provisions set forth in this TRA.

4. Each Party hereby represents and warrants that:

(a) it is duly organized, validly existing and in good standing under the applicable laws of the jurisdiction of its formation, with full power and authority to execute and deliver this TRA and consummate the transactions contemplated hereby; and

(b) the execution and delivery of this TRA and the consummation and performance by it of the transactions contemplated hereby: (1) have been duly authorized by all actions required under the terms and provisions of the instruments governing its existence ("**Governing Instruments**") and the laws of the jurisdiction of its formation; (2) create legal, valid and binding obligations of it enforceable in accordance with the terms hereof, subject to the effect of any applicable bankruptcy, moratorium, insolvency, reorganization or other similar law affecting the enforceability of creditors' rights generally and to the effect of general principles of equity which may limit the availability of equitable remedies (whether in a proceeding at law or in equity); (3) does not require the approval or consent of any federal, state, county or municipal governmental authority, agency or instrumentality, including the Town, Commonwealth or the United States and all executive, legislative, judicial and administrative departments and bodies thereof (each a "**Governmental Authority**") having jurisdiction over it, except those already obtained; and (4) do not and will not constitute a violation of, or default under, its Governing Instruments, the Act and all laws, ordinances, statutes, executive orders, rules, zoning requirements and agreements of any Governmental Authority that are applicable to the acquisition, remediation, renovation, demolition, development, construction and operation of the Project, including all required permits, approvals and rules, guidelines or restrictions enacted or imposed by Governmental Authorities, but only to the extent that such laws, ordinances, statutes, executive orders, zoning requirements, agreements, permits, approvals, rules, guidelines and restrictions are valid and binding on Casino Manager (the "**Government Requirements**"), agreement, commitment or instrument to which it is a party or by which any of its assets are bound, except for such violations or

defaults under any Government Requirements, agreements, commitments or instruments that would not result in a material adverse change in the condition, financial or otherwise, or in the results of operations or business affairs of the Casino Manager and its subsidiaries, considered as one enterprise; and

(c) a true, complete and accurate copy of the Casino Manager's operating agreement dated \_\_\_\_\_ is attached hereto as Exhibit I-1.

5. Each Party covenants with the other Party as follows:

(a) none of the representations and warranties of such Party in this TRA contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein or herein, in the light of the circumstances under which they were made, not misleading.

(b) Casino Manager shall give notice to the Town promptly upon the occurrence of any Event of Default (hereinafter defined). Each notice pursuant to this subparagraph shall be accompanied by a statement setting forth details of the Event of Default referred to therein and stating what action Casino Manager proposes to take with respect thereto.

(c) the Casino Manager agrees, upon the reasonable request of the Town, to do any act or execute any additional documents as may be reasonably required by the Town to accomplish or further confirm the provisions of this TRA.

6. The Town may declare Casino Manager to be in default under this TRA upon the occurrence of any of the following events ("**Events of Default**"):

(a) If Casino Manager fails to comply with any material covenants and agreements made by it in this TRA (other than those specifically described in any other subparagraph of this paragraph 6) and such noncompliance continues for fifteen (15) days after written notice from the Town, provided, however, that if any such noncompliance is reasonably susceptible of being cured within thirty (30) days, but cannot with due diligence be cured within fifteen (15) days, and if Casino Manager commences to cure any noncompliance within said fifteen (15) days and diligently prosecutes the cure to completion, then Casino Manager shall not during such period of diligently curing be in default hereunder as long as such default is completely cured within thirty (30) days of the first notice of such default to Casino Manager;

(b) If any representation or warranty made by Casino Manager hereunder was false or misleading in any material respect as of the time made;

(c) If any of the following events occur with respect to Casino Manager: (i) by order of a court of competent jurisdiction, a receiver, liquidator or trustee of Casino Manager or of any of the property of Casino Manager (other than non-material property and with respect to which the appointment hereinafter referred to would not materially adversely affect the financial condition of Casino Manager) shall be appointed and shall not have been discharged within ninety (90) days; (ii) a petition in bankruptcy, insolvency proceeding or petition for reorganization shall have been filed against Casino Manager and same is not withdrawn, dismissed, canceled or terminated within ninety



(90) days; (iii) Casino Manager is adjudicated bankrupt or insolvent or a petition for reorganization is granted (without regard for any grace period provided for herein); (iv) if there is an attachment or sequestration of any of the property of Casino Manager and same is not discharged or bonded over within ninety (90) days; (v) if Casino Manager files or consents to the filing of any petition in bankruptcy or commences or consents to the commencement of any proceeding under the Federal Bankruptcy Code or any other law, now or hereafter in effect, relating to the reorganization of Casino Manager or the arrangement or readjustment of the debts of Casino Manager; or (vi) if Casino Manager shall make an assignment for the benefit of its creditors or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver, trustee or liquidator of Casino Manager or of all or any material part of its property; or

(d) If Casino Manager ceases to do business or terminates its business for any reason whatsoever or shall cause or institute any proceeding for the dissolution of Casino Manager, unless the Town has first approved a successor Casino Manager pursuant to the terms of this TRA

7. Remedies:

(a) Upon an Event of Default, the Town shall have the right if it so elects to: (i) any and all remedies available at law or in equity; and/or (ii) institute and prosecute proceedings to enforce in whole or in part the specific performance of this TRA by Casino Manager, and/or to enjoin or restrain Casino Manager from commencing or continuing said breach, and/or to cause by injunction Casino Manager to correct and cure said breach or threatened breach, each in accordance with the dispute resolution provisions set forth in paragraph 16 of this TRA. Except as otherwise provided in paragraph 16, none of the remedies enumerated herein is exclusive and nothing herein shall be construed as prohibiting the Town from pursuing any other remedies at law, in equity or otherwise available to it under this TRA.

(b) In the event that the Town shall fail to honor any of its obligations under this TRA, the Casino Manager shall have the same remedies that the Town has under paragraph 7(a) of this TRA.

(c) The rights and remedies of each Party whether provided by law or by this TRA, shall be cumulative, and the exercise by a Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach, to the extent permitted by law, subject to the dispute resolution provisions set forth in paragraph 16 of this TRA. No waiver made by a Party shall apply to obligations beyond those expressly waived in writing.

8. If any of the provisions of this TRA, or the application thereof to any Person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this TRA, or the application of such provision or provisions to Persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this TRA shall be valid and enforceable to the fullest extent permitted by law.

9. This writing is intended by the Parties as a final expression of this TRA, and is intended to constitute a complete and exclusive statement of the terms of the agreement among the Parties. There are no promises or conditions, expressed or implied, unless contained in this writing. No course of dealing, course of performance or trade usage, and no parol evidence of any nature, shall be used to supplement or modify the terms of this TRA. No amendment, modification, termination or waiver of any provision of this TRA, shall in any event be effective unless the same shall be in writing and signed by the Town and Casino Manager, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No waiver shall be implied from the Town's delay in exercising or failing to exercise any right or remedy against Developer in connection with any transfer restriction imposed on Developer under the Agreement or any other Transfer Restriction Agreement.

10. Notices shall be given as follows:

(a) Any notice, demand or other communication which any Party may desire or may be required to give to any other Party hereto shall be in writing delivered by (i) hand-delivery, (ii) a nationally recognized overnight courier, or (iii) mail (but excluding electronic mail, i.e., "e-mail") addressed to a Party at its address set forth below, or to such other address as the Party to receive such notice may have designated to all other Parties by notice in accordance herewith:

If to Town: Town Administrator  
Town of Milford  
52 Main Street  
Milford, Massachusetts 01757

with copies to: Town Counsel  
Town of Milford  
52 Main Street  
Milford, Massachusetts 01757

If to Casino Manager: Foxwoods Massachusetts, LLC  
c/o Scott Butera  
Foxwoods Resort Casino  
350 Trolley Line Blvd.  
P.O. Box 3777  
Mashantucket, Connecticut 06338

with copies to: Robert L. Allen, Jr. Esq.  
Law Offices of Robert L. Allen, Jr. LLP  
300 Washington St., 2nd floor  
Brookline, Massachusetts 02445

and

Jackson T. King, Jr.  
General Counsel  
Mashantucket Pequot Tribal Nation  
Office of Legal Counsel

2 Matt's Path  
P.O. Box 3060  
Mashantucket, CT 06338-3060

and

John P. Hickey, Esq.  
130 Spruce Street, Suite 30-B  
Philadelphia, Pennsylvania 19106

(b) Any such notice, demand or communication shall be deemed delivered and effective upon the actual delivery.

11. Time is of the essence in performance of this TRA by the Town and the Casino Manager.

12. The terms of this TRA shall bind and benefit the legal representatives, successors and assigns of the Town and Casino Manager; provided, however, that Casino Manager may not assign this TRA, or assign or delegate any of its rights or obligations under this TRA, without the prior written consent of the Town in each instance.

13. This TRA shall be governed by, and construed in accordance with, the local laws of the Commonwealth of Massachusetts without application of its law of conflicts principles.

14. If at any time, Casino Manager is not a resident of the Commonwealth or has no officer, director, employee, or agent thereof available for service of process as a resident of the Commonwealth, or if any permitted assignee thereof shall be a foreign corporation, partnership or other entity or shall have no officer, director, employee, or agent available for service of process in the Commonwealth, Casino Manager or its assignee hereby designates the Secretary of the Commonwealth, as its agent for the service of process in any court action between it and the Town or arising out of or relating to this TRA and such service shall be made as provided by the laws of the Commonwealth for service upon a non-resident, with copies of such service being provided to the Casino Manager in accordance with the notice provisions of this TRA.

15. Casino Manager acknowledges that it expects to derive a benefit as a result of the Agreement because of its relationship to Developer, and that it is executing this TRA in consideration of that anticipated benefit.

16. Dispute Resolution:

(a) It is acknowledged by the Parties that a quick and efficient resolution of any dispute, claim, or controversy arising under or relating to this TRA, the breach, termination, or validity of this TRA, or the dealings between the Parties or their successors, or with respect to any claim arising by virtue of any representations made by any Party (collectively, a “**Dispute**”) is critical to the implementation of this TRA. In order to effectuate such intent, the Parties do hereby establish this dispute resolution procedure. All Disputes shall be subject to this Section, it being the intention of the Parties that all such Disputes be subject thereto regardless of any specific reference or absence of such reference as provided herein. No time bar defenses shall be available based upon the passage of time during any negotiation called for by this Section.

(b) Either Party shall give the other Party written notice of any Dispute (“**Dispute Notice**”) which Dispute Notice shall set forth the nature of the dispute and the amount of loss, damage, and cost of expense claimed, if any.

(c) Within ten (10) Business Days of the Dispute Notice, the Parties shall meet to negotiate in good faith to resolve the Dispute.

(d) At any time, either Party may seek injunctive or equitable relief from the Court (as hereinafter defined). Subject to the arbitration provisions of this Section, it is the express intention of the Parties that the exclusive venue of all judicial actions of any nature whatsoever which relate in any way to this TRA shall be filed either in the Superior Court Department of the Trial Court sitting in the Worcester County Hall of Justice or the United States District Court for the District of Massachusetts sitting in Worcester County (the “**Court**”) in furtherance of arbitration of the Dispute.

(e) In the event the Dispute is unresolved within thirty (30) days of the Dispute Notice by good faith negotiations, the Dispute shall be arbitrated upon the filing by either Party of a written demand, with notice to the other Party, to the Judicial Arbitration and Mediation Services (“**JAMS**”) (to the extent such rules are not inconsistent as provided for herein). Within ten (10) days after the filing of such arbitration demand, the Parties shall each select one person to act as arbitrator, and the two so selected shall select a third arbitrator within twenty (20) days of the commencement of the arbitration. If a Party fails to select an arbitrator or the arbitrators selected by the Parties are unable or fail to agree upon the third arbitrator within the allocated time, the arbitrator(s) not selected shall be appointed by JAMS in accordance with its rules. The arbitrators shall be selected from a list supplied by JAMS and shall be neutral and independent and must be either an attorney with at least ten (10) years of active practice or be a retired judge. Arbitration of the Dispute shall be governed by the then current Streamlined Commercial Arbitration Rules and Procedures of the JAMS. Within ten (10) days after the selection of three (3) arbitrators has been completed, each Party shall submit to the arbitrators a best and final settlement with respect to each issue submitted to the arbitrators and an accompanying statement of position containing supporting facts, documentation and data. Upon such Dispute being submitted to the arbitrators for resolution, the arbitrators shall assume exclusive jurisdiction over the Dispute, and shall utilize such consultants or experts as they shall deem appropriate under the circumstances to assist in the resolution of the Dispute, and will be required to make a

final binding determination of a majority of the arbitrators with a reasoned opinion, not subject to appeal, within forty-five (45) days of the date of submission. Nothing herein shall prevent either Party from seeking injunctive or equitable relief in Court to maintain the status quo in furtherance of arbitration.

(f) For each issue decided by the arbitrators, the arbitrators shall award the reasonable expenses of the proceeding, including reasonable attorneys' fees, to the prevailing Party with respect to such issue. The arbitrators in arriving at their decision shall consider the pertinent facts and circumstances as presented in evidence and be guided by the terms and provisions of this TRA and applicable law, and shall apply the terms of this TRA without adding to, modifying or changing the terms in any respect, and shall apply the laws of the Commonwealth to the extent such application is not inconsistent with this TRA.

(g) Any arbitration award may be entered as a judgment in the Court. A printed transcript of any such arbitration proceeding shall be kept and each of the Parties shall have the right to request a copy of such transcript, at its sole cost.

(h) The Parties agree that, in addition to monetary relief, the arbitrators may make an award of equitable relief including but not limited to a temporary, preliminary or permanent injunction and the Parties hereto further agree that the arbitrators are empowered to enforce any of the provisions of this TRA.

[Insert signature block]

**EXHIBIT J**

**FORM OF RESTRICTED OWNER  
TRANSFER RESTRICTION AGREEMENT\***

This Transfer Restriction Agreement (“**TRA**”) is made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, a \_\_\_\_\_ (“**Restricted Owner**”), having its office [his or her residence] at \_\_\_\_\_ to and for the benefit of the Town of Milford, Massachusetts, a municipal corporation acting by and through its Board of Selectmen (the “**Town**”). The Restricted Owner and the Town shall be referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

**RECITALS**

A. The Commonwealth of Massachusetts (“**Commonwealth**”) enacted “An Act Establishing Expanded Gaming in the Commonwealth,” codified at Chapter 194 of the acts of 2011, Mass. Gen. Law, ch. 23K, as amended from time to time (together with any rules and regulations promulgated thereunder, the “**Act**”).

B. Crossroads, Massachusetts, LLC, a Delaware limited liability company (the “**Developer**”) and the Town have executed that certain Host Community Agreement dated \_\_\_\_\_, 2013, as the same may from time to time be amended (“**Agreement**,” with capitalized terms herein having the same meaning as therein defined, unless expressly otherwise defined herein), which Agreement sets forth the terms and conditions upon which Developer has agreed to develop, construct, operate and maintain a casino, including all buildings, hotel structures, recreational or entertainment facilities, restaurants or other dining facilities, bars and lounges, retail stores or other amenities, back office facilities and improvements developed, constructed, used or maintained by Developer in connection with the casino (the “**Project**”).

C. Casino Manager will be engaged by Developer to provide casino resort development and management services to Developer pursuant to the terms of a Management Agreement to be entered into between the Developer and Casino Manager, as the same may from time to time be amended (“**Management Agreement**”).

D. The Restricted Owner, as a direct or indirect owner of Developer [or the Casino Manager] will benefit from the financial success of Developer [or Casino Manager].

E. The Town is relying upon Developer [or the Casino Manager] and the Restricted Owner and their respective Affiliates in the exercise of their respective skill, judgment, reputation and discretion with respect to the Project.

F. The execution and delivery of this TRA is required under the terms of the Agreement.

**NOW, THEREFORE**, in consideration of the foregoing premises and in order to induce the Town to execute and deliver the Agreement, the Restricted Owner, acknowledging that, but

---

\* Certain provisions of this Agreement will need to be modified for the Restricted Owners who are individuals.

for the execution and delivery of this TRA, the Town would not have entered into the Agreement with Developer, hereby covenants and agrees as follows:

1. Without first obtaining the prior written consent of the Town, the Restricted Owner shall not, whether by operation of law or otherwise, permit or engage in the following transfers (each a “**Restricted Transfer**”):

(a) consummate a sale, transfer or assignment of all or substantially all of its assets or its ownership interest in the Developer [or Casino Manager];

(b) consummate a merger or consolidation with any other corporation or entity, other than a merger or consolidation which would result in the voting securities of the Restricted Owner outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into the voting securities of the surviving entity) more than fifty percent (50%) of the combined voting power of the voting securities of the Restricted Owner or such surviving entity outstanding immediately after such merger or consolidation;

(c) liquidate all or substantially all of its assets or its ownership interest in the Developer [or Casino Manager]; or

(d) change its ownership through a transaction or a series of related transactions, such that any person or entity is or becomes the beneficial owner, directly or indirectly, of securities in the Restricted Owner representing more than fifty percent (50%) of the combined voting power of the voting securities of the Restricted Owner.

Notwithstanding any provision to the contrary set forth in this TRA, this TRA shall terminate in the event that (i) Developer [or Casino Manager] or its successor(s) successfully completes an initial public offering of its securities so that it becomes a Publicly Traded Corporation and its securities are traded on at least one (1) recognized stock exchange or NASDAQ, or (ii) Restricted Owner ceases to be a Restricted Owner (as defined in the Agreement).

A Restricted Owner other than an Institutional Investor, institutional lender of Developer [or Casino Manager], or a Publicly Traded Corporation shall (i) place a legend on its ownership certificate, if any, or include in its organizational documents, a transfer restriction requiring the owners of such Restricted Owner to comply with the terms of this TRA, and (ii) either enforce such provision or acknowledge that the Town is a third party beneficiary of such provision and may enforce such provision in its own name.

2. Nothing contained in this TRA shall prevent a (i) Restricted Transfer to a Permitted Transferee (hereinafter defined); or (ii) pledge or grant of a security interest by the Restricted Owner of its direct or indirect interest in Developer [or Casino Manager] to one or more institutional lenders, *provided* that the prior written consent of the Town shall be required if any such institutional lenders in the exercise of their remedies desires to affect a Restricted Transfer; or (iii) complying with an order of the Commission requiring a Restricted Transfer to be consummated. For purposes of this Agreement, a “**Permitted Transferee**” shall mean any of the following:

(a) a Restricted Owner’s spouse, child, brother, sister or parent (“**Family Members**”),

(b) an entity whose beneficial owners consist solely of the Restricted Owner and/or Family Members of the Restricted Owner

(c) a beneficial owner of the Restricted Owner if the Restricted Owner is an entity;

(d) a person or entity who already has an ownership interest in Developer [or Casino Manager]; provided, however, that if such person or entity will as a result of such acquisition own directly or indirectly ten percent (10%) or more of the ownership interests in Developer [or Casino Manager], such person or entity shall be required to execute a TRA in favor of the Town;

(e) a Publicly Traded Corporation engaged in the business of owning, operating or managing casino properties and such Publicly Traded Corporation does not, at the time of the transfer, own, manage, operate or have financial interest in any casino property that is located within a seventy-five (75) mile radius of 52 Main Street, Milford, Massachusetts; or

(f) an Institutional Investor provided such Institutional Investor does not, at the time of the transfer, manage, operate or have more than a ten percent (10%) ownership interest in any casino property that is located within a seventy-five (75) mile radius of 52 Main Street, Milford, Massachusetts.

3. The procedure for obtaining approval of a Restricted Transfer by the Town under this TRA shall be as follows:

(a) The Restricted Owner shall notify the Town as promptly as practicable upon the Restricted Owner becoming aware of any Restricted Transfer. The Town shall have a period of thirty (30) calendar days to consider a Restricted Transfer after a written request for approval of such Restricted Transfer has been provided to the Town by the Restricted Owner. The Restricted Owner shall provide the Town with such information as the Town may reasonably request regarding such Restricted Transfer to the extent that such information is either in possession of the Restricted Owner or reasonably accessible by it. The information regarding the Restricted Transfer provided to the Commission by the Restricted Owner and/or the proposed transferee of the Casino Manager shall be deemed to be sufficient for this purpose. Pursuant to the request of either Party, the Restricted Owner and the Town through its Board of Selectmen agree to meet and confer during the review process to discuss any proposed Restricted Transfer.

(b) The Town shall act under this TRA through its Board of Selectmen. A Restricted Transfer shall be approved as follows: (i) by an affirmative vote of a majority of the members of the Town's Board of Selectmen, (ii) in the event of an equal number of votes by the Town's Board of Selectman for and against a Restricted Transfer, the Restricted Transfer shall be deemed to have been approved, (iii) in the event that the Town's Board of Selectman abstain or otherwise fail to vote on the Restricted Transfer during the thirty (30) day period referred to subparagraph 3(b)(i) above, the Restricted Transfer shall be deemed to have been approved, or (iv) if otherwise approved pursuant to the dispute resolution provisions set forth in this TRA.

(c) In the event that the Town acting through its Board of Selectmen shall withhold approval of any Restricted Transfer, such withholding of approval shall be in writing and shall set forth with reasonable specificity each of the reasons why such approval has been withheld.



In the event that the Casino Manager disputes the withholding of such approval, then the Restricted Owner shall have the right to invoke the dispute resolution provisions set forth in this TRA.

4. Each Party hereby represents and warrants that:

(a) it is duly organized, validly existing and in good standing under the applicable laws of the jurisdiction of its formation, with full power and authority to execute and deliver this TRA and consummate the transactions contemplated hereby;

(b) the execution and delivery of this TRA and the consummation and performance by it of the transactions contemplated hereby: (1) have been duly authorized by all actions required under the terms and provisions of the instruments governing its existence (“**Governing Instruments**”) and the laws of the jurisdiction of its formation; (2) create legal, valid and binding obligations of it enforceable in accordance with the terms hereof, subject to the effect of any applicable bankruptcy, moratorium, insolvency, reorganization or other similar law affecting the enforceability of creditors’ rights generally and to the effect of general principles of equity which may limit the availability of equitable remedies (whether in a proceeding at law or in equity); (3) do not require the approval or consent of any federal, state, county or municipal governmental authority, agency or instrumentality, including the Town, Commonwealth or the United States and all executive, legislative, judicial and administrative departments and bodies thereof (each a “**Governmental Authority**”) having jurisdiction over it, except those already obtained; and (4) do not and will not constitute a violation of, or default under, its Governing Instruments, the Act and all laws, ordinances, statutes, executive orders, rules, zoning requirements and agreements of any Governmental Authority that are applicable to the acquisition, remediation, renovation, demolition, development, construction and operation of the Project, including all required permits, approvals and rules, guidelines or restrictions enacted or imposed by Governmental Authorities, but only to the extent that such laws, ordinances, statutes, executive orders, zoning requirements, agreements, permits, approvals, rules, guidelines and restrictions are valid and binding on Casino Manager (the “**Government Requirements**”), agreement, commitment or instrument to which it is a party or by which any of its assets are bound, except for such violations or defaults under any Government Requirements, agreements, commitments or instruments that would not result in a material adverse change in the condition financial or otherwise, or in the results of operations or business; and

(c) a true, complete and accurate copy of the Restricted Owner’s operating agreement dated \_\_\_\_\_ is attached hereto as Exhibit J-1.

5. Each Party covenants with the other Party as follows:

(a) none of the representations and warranties of such Party in this TRA contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein or herein not misleading.

(b) the Restricted Owner shall give notice to the Town promptly upon the occurrence of any Event of Default (hereinafter defined). Each notice pursuant to this subparagraph shall be accompanied by a statement setting forth details of the Event of

Default referred to therein and stating what action the Restricted Owner proposes to take with respect thereto.

(c) the Restricted Owner agrees, upon the reasonable request of the Town, to do any act or execute any additional documents as may be reasonably required by the Town to accomplish or further confirm the provisions of this TRA.

6. The Town may declare the Restricted Owner to be in default under this TRA upon the occurrence of any of the following events ("**Events of Default**").

(a) If the Restricted Owner fails to comply with any covenants and agreements made by it in this TRA (other than those specifically described in any other subparagraph of this paragraph 6) and such noncompliance continues for fifteen (15) days after written notice from the Town, provided, however, that if any such noncompliance is reasonably susceptible of being cured within thirty (30) days, but cannot with due diligence be cured within fifteen (15) days, and if the Restricted Owner commences to cure any noncompliance within said fifteen (15) days and diligently prosecutes the cure to completion, then the Restricted Owner shall not during such period of diligently curing be in default hereunder as long as such default is completely cured within thirty (30) days of the first notice of such default to the Restricted Owner;

(b) If any representation or warranty made by the Restricted Owner hereunder was false or misleading in any material respect as of the time made;

(c) If any of the following events occur with respect to the Restricted Owner: (i) by order of a court of competent jurisdiction, a receiver, liquidator or trustee of the Restricted Owner or of any of the property of the Restricted Owner (other than non-material property and with respect to which the appointment hereinafter referred to would not materially adversely affect the financial condition of the Restricted Owner) shall be appointed and shall not have been discharged within ninety (90) days; (ii) a petition in bankruptcy, insolvency proceeding or petition for reorganization shall have been filed against the Restricted Owner and same is not withdrawn, dismissed, canceled or terminated within ninety (90) days; (iii) the Restricted Owner is adjudicated bankrupt or insolvent or a petition for reorganization is granted (without regard for any grace period provided for herein); (iv) if there is an attachment or sequestration of any of the property of the Restricted Owner and same is not discharged or bonded over within ninety (90) days; (v) if the Restricted Owner files or consents to the filing of any petition in bankruptcy or commences or consents to the commencement of any proceeding under the Federal Bankruptcy Code or any other law, now or hereafter in effect, relating to the reorganization of the Restricted Owner or the arrangement or readjustment of the debts of the Restricted Owner; or (vi) if the Restricted Owner shall make an assignment for the benefit of its creditors or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver, trustee or liquidator of the Restricted Owner or of all or any material part of its property; or

(d) If the Restricted Owner ceases to do business or terminates its business for any reason whatsoever or shall cause or institute any proceeding for the dissolution of the Restricted Owner, unless the Town has first approved the Restricted Owner's successor pursuant to the terms of this TRA.

7. Remedies:

(a) Upon an Event of Default, the Town shall have the right if it so elects to: (i) any and all remedies available at law or in equity; and/or (ii) institute and prosecute proceedings to enforce in whole or in part the specific performance of this TRA by the Restricted Owner, and/or to enjoin or restrain the Restricted Owner from commencing or continuing said breach, and/or to cause by injunction the Restricted Owner to correct and cure said breach or threatened breach, each in accordance with the dispute resolution provisions set forth in paragraph 16 of this TRA. Except as otherwise provided in paragraph 16, none of the remedies enumerated herein is exclusive and nothing herein shall be construed as prohibiting the Town from pursuing any other remedies at law, in equity or otherwise available to it under this TRA.

(b) In the event that the Town shall fail to honor any of its obligations under this TRA, the Casino Manager shall have the same remedies that the Town has under paragraph 7(a) of this TRA.

(c) The rights and remedies of each Party whether provided by law or by this TRA, shall be cumulative, and the exercise by a Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach, to the extent permitted by law, subject to the dispute resolution provisions contained in paragraph 16 of this TRA. No waiver made by a Party shall apply to obligations beyond those expressly waived in writing.

8. If any of the provisions of this TRA, or the application thereof to any Person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this TRA, or the application of such provision or provisions to Persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this TRA shall be valid and enforceable to the fullest extent permitted by law.

9. This writing is intended by the Parties as a final expression of this TRA, and is intended to constitute a complete and exclusive statement of the term of the agreement among the Parties. There are no promises or conditions, expressed or implied, unless contained in this writing. No course of dealing, course of performance or trade usage, and no parol evidence of any nature, shall be used to supplement or modify the terms of this TRA. No amendment, modification, termination or waiver of any provision of this TRA, shall in any event be effective unless the same shall be in writing and signed by the Town and the Restricted Owner, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No waiver shall be implied from the Town's delay in exercising or failing to exercise any right or remedy against Developer and/or any Restricted Owner in connection with any transfer restriction imposed on Developer and/or any Restricted Owner under the Agreement or under any other Transfer Restriction Agreement.

10. Notices shall be given as follows:

(a) Any notice, demand or other communication which any Party may desire or may be required to give to any other Party shall be in writing delivered by (i) hand-delivery, (ii) a nationally recognized overnight courier, or (iii) mail (but excluding electronic mail, i.e., "e-mail") addressed to a Party at its address set forth below, or to

such other address as the Party to receive such notice may have designated to all other Parties by notice in accordance herewith:

If to Town:           Town Administrator  
                              Town of Milford  
                              52 Main Street  
                              Milford, Massachusetts 01757

with copies to:       Town Counsel  
                              Town of Milford  
                              52 Main Street  
                              Milford, Massachusetts 01757

If to the  
Restricted Owner:    \_\_\_\_\_  
                              \_\_\_\_\_  
                              \_\_\_\_\_  
                              \_\_\_\_\_

with copies to:       Robert L. Allen, Jr. Esq.  
                              Law Offices of Robert L. Allen, Jr. LLP  
                              300 Washington St., 2nd floor  
                              Brookline, Massachusetts 02445

and

Jackson T. King, Jr.  
General Counsel  
Mashantucket Pequot Tribal Nation  
Office of Legal Counsel  
2 Matt's Path  
P.O. Box 3060  
Mashantucket, CT 06338-3060

and

John P. Hickey, Esq.  
130 Spruce Street, Suite 30-B  
Philadelphia, Pennsylvania 19106

(b) Any such notice, demand or communication shall be deemed delivered and effective upon actual delivery.

11. Time is of the essence in performance of this TRA by the Town and the Restricted Owner.

12. The terms of this TRA shall bind and benefit the legal representatives, successors and assigns of the Town and the Restricted Owner; provided, however, that the Restricted Owner may not assign this TRA, or assign or delegate any of its rights or obligations under this TRA, without the prior written consent of the Town in each instance.

13. This TRA shall be governed by, and construed in accordance with, the local laws of the Commonwealth without application of its law of conflicts principles.

14. If at any time, the Restricted Owner is not a resident of the Commonwealth or has no officer, director, employee, or agent thereof available for service of process as a resident of the Commonwealth, or if any permitted assignee thereof shall be a foreign corporation, partnership or other entity or shall have no officer, director, employee, or agent available for service of process in the Commonwealth, the Restricted Owner or its assignee hereby designates the Secretary of the Commonwealth, as its agent for the service of process in any court action between it and the Town or arising out of or relating to this TRA and such service shall be made as provided by the laws of the Commonwealth for service upon a non-resident, with copies of such service being provided to Restricted Owner in accordance with the notice provisions of this TRA.

15. The Restricted Owner acknowledges that it expects to derive a benefit as a result of the Agreement because of its relationship to Developer [and/or Casino Manager], and that it is executing this TRA in consideration of that anticipated benefit.

16. Dispute Resolution:

(a) It is acknowledged by the Parties that a quick and efficient resolution of any dispute, claim, or controversy arising under or relating to this TRA, the breach, termination, or validity of this TRA, or the dealings between the Parties or their successors, or with respect to any claim arising by virtue of any representations made by any party hereto (collectively, a “**Dispute**”) is critical to the implementation of this TRA. In order to effectuate such intent, the Parties do hereby establish this dispute resolution procedure. All Disputes shall be subject to this Section, it being the intention of the Parties that all such Disputes be subject thereto regardless of any specific reference or absence of such reference as provided herein. No time bar defenses shall be available based upon the passage of time during any negotiation called for by this Section.

(b) Either Party hereto shall give the other Party written notice of any Dispute (“**Dispute Notice**”) which Dispute Notice shall set forth the nature of the dispute and the amount of loss, damage, and cost of expense claimed, if any.

(c) Within ten (10) Business Days of the Dispute Notice, the Parties shall meet to negotiate in good faith to resolve the Dispute.

(d) At any time, either Party may seek injunctive or equitable relief from the Court (as hereinafter defined). Subject to the arbitration provisions of this Section, it is the express intention of the Parties that the exclusive venue of all judicial actions of any notice whatsoever which relate in any way to this TRA shall be filed either in the Superior Court Department of the Trial Court sitting in the Worcester County Hall of Justice or the United States District Court for the District of Massachusetts sitting in Worcester County (the “**Court**”) in furtherance of arbitration of the Dispute.

(e) In the event the Dispute is unresolved within thirty (30) days of the Dispute Notice by good faith negotiations, the Dispute shall be arbitrated upon the filing by either Party of a written demand, with notice to the other Party, to the Judicial Arbitration and Mediation Services (“**JAMS**”) (to the extent such rules are not

inconsistent as provided for herein). Within ten (10) days after the filing of such arbitration demand, the Parties shall each select one person to act as arbitrator, and the two so selected shall select a third arbitrator within twenty (20) days of the commencement of the arbitration. If a Party fails to select an arbitrator of the arbitrators selected by the Parties are unable or fail to agree upon the third arbitrator within the allocated time, the arbitrator(s) not selected shall be appointed by JAMS in accordance with its rules. The arbitrators shall be selected from a list supplied by JAMS and shall be neutral and independent and must be either an attorney with at least ten (10) years of active practice or be a retired judge. Arbitration of the Dispute shall be governed by the then current Streamlined Commercial Arbitration Rules and Procedures of the JAMS. Within ten (10) days after the selection of three (3) arbitrators has been completed, each Party shall submit to the arbitrators a best and final settlement with respect to each issue submitted to the arbitrators and an accompanying statement of position containing supporting facts, documentation and data. Upon such Dispute being submitted to the arbitrators for resolution, the arbitrators shall assume exclusive jurisdiction over the Dispute, and shall utilize such consultants or experts as they shall deem appropriate under the circumstances to assist in the resolution of the Dispute, and will be required to make a final binding determination of a majority of the arbitrators with a reasoned opinion, not subject to appeal, within forty-five (45) days of the date of submission. Nothing herein shall prevent either Party from seeking injunctive or equitable relief in Court to maintain the status quo in furtherance of arbitration.

(f) For each issue decided by the arbitrators, the arbitrators shall award the reasonable expenses of the proceeding, including reasonable attorneys' fees, to the prevailing Party hereto with respect to such issue. The arbitrators in arriving at their decision shall consider the pertinent facts and circumstances as presented in evidence and be guided by the terms and provisions of this TRA and applicable law, and shall apply the terms of this TRA without adding to, modifying or changing the terms in any respect, and shall apply the laws of the Commonwealth to the extent such application is not inconsistent with this TRA.

(g) Any arbitration award may be entered as a judgment in the Court. A printed transcript of any such arbitration proceeding shall be kept and each of the Parties shall have the right to request a copy of such transcript, at its sole cost.

(h) The Parties agree that, in addition to monetary relief, the arbitrators may make an award of equitable relief including but not limited to a temporary, preliminary or permanent injunction and the Parties further agree that the arbitrators are empowered to enforce any of the provisions of this TRA.

[17. The Mashantucket Pequot Tribal Nation (the “MPTN”) for itself and its tribal Affiliates hereby waives its sovereign immunity in the courts of the Commonwealth or federal courts of appropriate jurisdiction in favor of the Town for the purpose of resolving all Disputes. This includes arbitration as set forth in paragraph 16 herein and permitting the Commonwealth state courts to compel such arbitration and to enforce the terms of any award or order resulting from such arbitration. The MPTN foregoes and waives any claim that the exhaustion of any tribal court proceeding is or will be a necessary prerequisite to the mitigation or maintenance of any actions subject to the waivers herein.]

[Insert signature block]

**EXHIBIT K**

**FORM OF CLOSING CERTIFICATE**

Pursuant to Section 2.3 of that certain Host Community Agreement dated as of \_\_\_\_\_, 20\_\_ (the "**Agreement**"), by and among the Town of Milford, Massachusetts (the "**Town**") and Crossroads Massachusetts, LLC, a Delaware limited liability company (the "**Developer**"), the Developer hereby certifies to the Town that:

(a) Certificate of Legal Existence. Attached hereto as "**Exhibit A**" is a true, correct and complete copy of the Certificate of Formation of the Developer, together with any and all amendments thereto, as on file with the any and all amendments thereto, as on file with the Delaware Secretary of State, and no action has been taken to amend, modify or repeal such Certificate of Formation, the same being in full force and effect in the attached form as of the date hereof.

(b) Limited Liability Agreement. Attached hereto as "**Exhibit B**" is a true, correct and complete copy of the Developer's limited liability agreement, together with any and all amendments thereto.

(c) Resolutions. Attached hereto as "**Exhibit C**" is a true and correct copy of the resolutions approving the execution, delivery and performance of the obligations of the Developer under the Agreement that have been duly adopted at a meeting of, or by the written consent of, the Developer, and none of such resolutions have been amended, modified, revoked or rescinded in any respect since their respective dates of execution, and all of such resolutions are in full force and effect on the date hereof in the form adopted.

(d) Incumbency. Attached hereto as "**Exhibit D**" is an incumbency certificate of the managers of the Developer, which individuals are duly elected, qualified and acting managers of the Developer, each such individual holding the office(s) set forth opposite his or her respective name as of the date hereof, and the signature set forth beside the respective name as of the date hereof, and the signature set forth beside the respective name and title of said managers and authorized signatories are true, authentic signatures.

(e) Certificate of Good Standing. Attached hereto as "**Exhibit E**" are original certificates dated as of a recent date from the Delaware Secretary of State, Massachusetts Secretary of State, and/or other appropriate authority of each jurisdiction in which the Developer was, respectively, incorporated or qualified to do business, such certificate evidencing the good standing of the Developer in such jurisdictions.

Dated as of: \_\_\_\_\_, 2013

[Insert Signature Block]



**EXHIBIT L**

**FORM OF RELEASE\***

This Release (“**Release**”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, a \_\_\_\_\_ (the “**Releasor**”), having its office at \_\_\_\_\_ to and for the benefit of the Town of Milford, Massachusetts, a municipal corporation (the “**Town**”).

**RECITALS**

A. Releasor and the Town have executed that certain Host Community Agreement dated \_\_\_\_\_, 2013, as the same may from time to time be amended (“**Agreement**,” with capitalized terms herein having the same meaning as therein defined, unless expressly otherwise defined herein), which Agreement sets forth the terms and conditions upon which Releasor has agreed to develop, construct, operate and maintain the Project.

B. The execution and delivery of this Release is required under the terms of the Agreement.

**NOW, THEREFORE**, in consideration of the foregoing premises and in order to induce the Town to execute and deliver the Agreement, Releasor acknowledging that, but for the execution and delivery of this Release, the Town would not have entered into the Agreement with Releasor, hereby covenants and agrees as follows:

1. The Releasor and its successors and assigns, and on behalf of its Affiliates and their successors and assigns, hereby release: (i) the Town including its Selectmen, Town Counsel, all departments, agencies and commissions thereof; (ii) Shefsky & Froelich Ltd.; and (iii) their respective elected and appointed officials, principals, agents, subcontractors, consultants, attorneys, advisors, employees, officers and directors (the “**Releasees**”), and hold each of them harmless from any damages, claims, rights, liabilities, or causes of action, which the Releasor ever had, now has, may have or claim to have, in law or in equity, against any or all of the Releasees, arising out of or directly or indirectly related to the (i) selection and evaluation of its development proposal submitted; (ii) negotiation of the Agreement between the Town and the Releasor; (iii) the submission of the ballot question to the Town’s voters; (iv) the conducting of the election related to such ballot question, as prescribed under Section 15(13) of the Act; or (v) any matters pending or coming before the Massachusetts Gaming Commission (the “**Released Matters**”). This Release specifically excludes any liability arising from any fraud or intentional misrepresentation of the Releasees.

2. The Releasor and its successors and assigns, and on behalf of its affiliates and assigns will not ever institute any action or suit at law or in equity against any Releasee, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for damages, costs, loss of services, expenses, or compensation for or on account of any of the Released Matters.

3. Releasor hereby represents and warrants that:

---

\* Separate forms modified as appropriate to be signed by Developer, and all direct or indirect owners of Developer.

(a) it is duly organized, validly existing and in good standing under the applicable laws of the jurisdiction of its formation, with full power and authority to execute and deliver this Release;

(b) the execution and delivery of this Release: (1) have been duly authorized by all actions required under the terms and provisions of the instruments governing its existence (“**Governing Instruments**”), and the laws of the jurisdiction of its formation; (2) create legal, valid and binding obligations of it enforceable in accordance with the terms hereof, subject to the effect of any applicable bankruptcy, moratorium, insolvency, reorganization or other similar law affecting the enforceability of creditors’ rights generally and to the effect of general principles of equity which may limit the availability of equitable remedies (whether in a proceeding at law or in equity); (3) do not require the approval or consent of any Governmental Authority having jurisdiction over it, except those already obtained; and (4) do not and will not constitute a violation of, or default under, its Governing Instruments, any Government Requirements, agreement, commitment or instrument to which it is a party or by which any of its assets are bound, except for such violations or defaults under any Government Requirements, agreements, commitments or instruments that would not result in a material adverse change in the condition, financial or otherwise, or in the results of operations or business affairs of the Releasor and its subsidiaries, considered as one enterprise.

4. If any of the provisions of this Release, or the application thereof to any Person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Release, or the application of such provision or provisions to Persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Release shall be valid and enforceable to the fullest extent permitted by law.

5. No amendment, modification, termination or waiver of any provision of this Release, shall in any event be effective unless the same shall be in writing and signed by the Town, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

6. This Release shall be governed by, and construed in accordance with, the local laws of the Commonwealth of Massachusetts without application of its law of conflicts principles.

7. Submission to Jurisdiction

(a) It is the express intention of the Releasor and the Town that the exclusive venue of all legal actions and procedures of any nature whatsoever which relate in any way to this Release shall be filed either in the Superior Court Department of the Trial Court sitting in the Worcester County Hall of Justice or the United States District Court for the District of Massachusetts sitting in Worcester County (the “**Court**”).

(b) If Releasor is not a resident of the Commonwealth or has no officer, director, employee, or agent thereof available for service of process as a resident of the Commonwealth, Releasor hereby designates the Secretary of the Commonwealth, as its agent for the service of process in any court action between it and the Town or arising out

of or relating to this Release and such service shall be made as provided by the laws of the Commonwealth for service upon a non-resident.

[8. Waiver of Sovereign Immunity – include paragraph for MPTN and any tribal affiliates who have any ownership interest in Developer and/or Casino Manager.]

[Insert signature block]

**EXHIBIT M**

**TYPES AND AMOUNTS OF INSURANCE**

<b>Type of Coverage</b>	<b>Requirements</b>
Commercial General Liability Insurance (occurrence form)	Coverage shall include products liability, completed operations, liquor liability, garagekeepers legal liability, damage to rented premises, personal & advertising injury and blanket contractual liability. The policy shall have limits of at least US \$1,000,000 per occurrence and US \$2,000,000 per location aggregate for property damage and bodily injury.
Automobile Liability Insurance	US \$1,000,000 combined single limit coverage each accident. This policy shall include coverage for loss due to bodily injury or death of any person, or property damage arising out of the ownership, maintenance, operation or use of any motor vehicle whether owned, non-owned, hired or leased.
Workers' Compensation Insurance	Limits as required by statute in the Commonwealth of Massachusetts covering all of Developer's personnel performing work or services in connection with this Agreement and the Project.
Employers' Liability Insurance	US \$1,000,000 each accident and each employee for disease.
Umbrella and/or Excess Liability Insurance	US \$300,000,000 each occurrence/aggregate.
Pollution Legal Liability Insurance	US \$5,000,000 each occurrence/aggregate. The policy shall provide coverage for third-party bodily injury, property damage, cleanup costs and defense costs that arise in connection with this Agreement and the Project.

**EXHIBIT N**

**FORM OF ESTOPPEL CERTIFICATE**

[DATE]

[Name of Financial Institution] (“**Addressee**”)

[Address of Financial Institution]

Attn: \_\_\_\_\_

Re: Host Community Agreement between the Town of Milford, Massachusetts and Crossroads Massachusetts, LLC the “**Developer**”) dated \_\_\_\_\_, 2013 (the “**Agreement**”)

Ladies and Gentlemen:

The undersigned, the Town of Milford, Massachusetts, a municipal corporation (“**Town**”), provides this Estoppel Certificate (“**Certificate**”) to you with respect to those matters and only those matters set forth herein concerning the above-referenced Agreement:

As of the date of this Certificate, the undersigned hereby certifies that to the undersigned’s actual knowledge:

1. Attached hereto as Exhibit A is a true, accurate, and complete copy of the Agreement. The Agreement has not been amended except as set forth in Exhibit A.

2. The Agreement has not been terminated or canceled. The Town has/has not sent to Developer notice in accordance with the terms of the Agreement alleging that the Developer is in default under the Agreement. **[If a notice has been sent, a copy is attached].**

3. The Town has/has not received notice from Developer in accordance with the terms of the Agreement alleging that the Town is in default under the Agreement. **[If a notice has been sent, a copy is attached].**

4. The Closing Date, as such term is defined in the Agreement, **[occurred, \_\_\_\_\_/has not occurred].**

Notwithstanding the representations herein, in no event shall this Certificate subject the Town to any liability whatsoever, despite the negligent or otherwise inadvertent failure of the Town to disclose correct or relevant information, or constitute a waiver with respect to any act of Developer for which approval by the Town was required but not sought or obtained, provided that, as between the Town and Addressee, the Town shall be estopped from denying the accuracy of this Certificate. No party other than Addressee shall have the right to rely on this Certificate. In no event shall this Certificate amend or modify the Agreement, and the Town shall not be estopped from denying the accuracy of this Certificate as between the Town and any party other than the Addressee.

**TOWN OF MILFORD, MASSACHUSETTS,**  
a municipal corporation

[Insert signature block]

## EXHIBIT O

### FORM OF RADIUS RESTRICTION AGREEMENT\*

This Radius Restriction Agreement (“**RRA**”) is made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ (the “**Restricted Party**”), having its office at \_\_\_\_\_ to and for the benefit of the Town of Milford, Massachusetts, a municipal corporation (the “**Town**”). Restricted Party and the Town shall be referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

#### RECITALS

A. Crossroads Massachusetts, LLC, a Delaware limited liability company (the “**Developer**”) and the Town have executed that certain Host Community Agreement dated \_\_\_\_\_, 2013, as the same may from time to time be amended (“**Agreement**,” with capitalized terms herein having the same meaning as therein defined, unless expressly otherwise defined herein), which Agreement sets forth the terms and conditions upon which Developer has agreed to develop, construct, operate and maintain the Project.

B. The Restricted Party, as an indirect owner of Developer [or an Affiliate of a Restricted Party], will benefit from the financial success of Developer.

C. The execution and delivery of this RRA is required under the terms of the Agreement.

**NOW, THEREFORE**, in consideration of the foregoing premises and in order to induce the Town to execute and deliver the Agreement, the Restricted Party, acknowledging that, but for the execution and delivery of this RRA, the Town would not have entered into the Agreement with Developer, hereby covenants and agrees as follows:

1. The Restricted Party shall not itself, directly or indirectly, nor permit any of its tribal Affiliates directly or indirectly to: (i) manage, operate or become financially interested in any casino within the Restricted Area other than the Project; (ii) make application for any franchise, permit or license to manage or operate any casino within the Restricted Area other than the Project; or (iii) respond positively to any request for proposal to develop, manage, operate or become financially interested in any casino within the Restricted Area (the “**Radius Restriction**”) other than the Project, provided, however, that this Agreement shall not apply to internet based gaming.

2. It is the desire of the Parties that the provisions of this RRA be enforced to the fullest extent permissible under the laws and public policies in each jurisdiction in which enforcement might be sought. Accordingly, if any particular portion of this RRA shall ever be adjudicated as invalid or unenforceable, or if the application thereof to any Party or circumstance shall be adjudicated to be prohibited by or invalidated by such laws or public policies, such section or sections shall be (i) deemed amended to delete therefrom such portions so adjudicated or (ii) modified as determined appropriate by such a court, such deletions or modifications to apply only with respect to the operation of such section or sections in the particular jurisdictions so adjudicating on the Parties and under the circumstances as to which so adjudicated.

3. The Restricted Party hereby represents and warrants that:

(a) it is [a federally recognized Indian tribe,] [duly organized, validly existing and in good standing under the applicable laws of the jurisdiction of its formation,] with full power and authority to execute and deliver this RRA and consummate the transactions contemplated hereby; and

(b) the execution and delivery of this RRA and the consummation and performance by it of the transactions contemplated hereby: (1) have been duly authorized by all actions required under the terms and provisions of the instruments governing its existence (“**Governing Instruments**”) and the laws of the jurisdiction of its formation; (2) create legal, valid and binding obligations of it enforceable in accordance with the terms hereof, subject to the effect of any applicable bankruptcy, moratorium, insolvency, reorganization or other similar law affecting the enforceability of creditors’ rights generally and to the effect of general principles of equity which may limit the availability of equitable remedies (whether in a proceeding at law or in equity); (3) do not require the approval or consent of any Governmental Authority having jurisdiction over it, except those already obtained; and (4) do not and will not constitute a violation of, or default under, its Governing Instruments, any Government Requirements, agreement, commitment or instrument to which it is a party or by which any of its assets are bound, except for such violations or defaults under any Government Requirements, agreements, commitments or instruments that would not result in a material adverse change in the condition financial or otherwise, or in the results of operations or business affairs of the Restricted Party and its Affiliates, considered as one enterprise.

4. The Restricted Party covenants with the Town as follows:

(a) none of the representations and warranties in this RRA contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein or herein not misleading;

(b) the Restricted Party shall give notice to the Town promptly upon the occurrence of any Event of Default. Each notice pursuant to this subparagraph shall be accompanied by a statement setting forth details of the Event of Default referred to therein and stating what action Related Party proposes to take with respect thereto; and

(c) the Restricted Party agrees, upon the reasonable request of the Town, to do any act or execute any additional documents as may be reasonably required by the Town to accomplish or further confirm the provisions of this RRA.

5. The Town may declare the Restricted Party to be in default under this RRA upon the occurrence of any of the following events (“**Events of Default**”).

(a) If the Restricted Party fails to comply with any covenants and agreements made by it in this RRA and such noncompliance continues for fifteen (15) days after written notice from the Town, provided, however, that if any such noncompliance is reasonably susceptible of being cured within thirty (30) days, but cannot with due diligence be cured within fifteen (15) days, and if the Restricted Party commences to cure any noncompliance within said fifteen (15) days and diligently prosecutes the cure to completion, then the Restricted Party shall not during such period of diligently curing be



in default hereunder as long as such default is completely cured within thirty (30) days of the first notice of such default to the Restricted Party; and

(b) If any representation or warranty made by the Restricted Party hereunder was false or misleading in any material respect as of the time made.

6. Remedies:

(a) Upon an Event of Default, the Town shall have the right if it so elects to: (i) any and all remedies available at law or in equity; and/or (ii) institute and prosecute proceedings to enforce in whole or in part the specific performance of this RRA by the Restricted Party, and/or to enjoin or restrain the Restricted Party from commencing or continuing said breach, and/or to cause by injunction the Restricted Party to correct and cure said breach or threatened breach. None of the remedies enumerated herein is exclusive and nothing herein shall be construed as prohibiting the Town from pursuing any other remedies at law, in equity or otherwise available to it under this RRA.

(b) The rights and remedies of the Town whether provided by law or by this RRA, shall be cumulative, and the exercise by the Town of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach, to the extent permitted by law. No waiver made by the Town shall apply to obligations beyond those expressly waived in writing.

7. If any of the provisions of this RRA, or the application thereof to any Person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this RRA, or the application of such provision or provisions to Persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this RRA shall be valid and enforceable to the fullest extent permitted by law.

8. This writing is intended by the Parties as a final expression of this RRA, and is intended to constitute a complete and exclusive statement of the term of the agreement among the Parties. There are no promises or conditions, expressed or implied, unless contained in this writing. No course of dealing, course of performance or trade usage, and no parol evidence of any nature, shall be used to supplement or modify the terms of this RRA. No amendment, modification, termination or waiver of any provision of this RRA, shall in any event be effective unless the same shall be in writing and signed by the Town, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No waiver shall be implied from the Town's delay in exercising or failing to exercise any right or remedy against Developer and/or any Restricted Party in connection with any transfer restriction imposed on Developer and/or any Restricted Party under the Agreement or under any other Radius Restriction Agreement.

9. Notices shall be given as follows:

(a) Any notice, demand or other communication which any Party may desire or may be required to give to any other Party hereto shall be in writing delivered by (i) hand-delivery, (ii) a nationally recognized overnight courier, or (iii) mail (but excluding electronic mail, i.e., "**e-mail**") addressed to a Party at its address set forth below, or to such other address as the Party to receive such notice may have designated to all other Parties by notice in accordance herewith:

If to Town: Town Administrator  
Town of Milford  
52 Main Street  
Milford, Massachusetts 01757

with copies to: Town Counsel  
Town of Milford  
52 Main Street  
Milford, Massachusetts 01757

If to the  
Restricted Party: \_\_\_\_\_

with copies to: Robert L. Allen, Jr. Esq.  
Law Offices of Robert L. Allen, Jr. LLP  
300 Washington St., 2nd floor  
Brookline, Massachusetts 02445

and

Jackson T. King, Jr.  
General Counsel  
Mashantucket Pequot Tribal Nation  
Office of Legal Counsel  
2 Matt's Path  
P.O. Box 3060  
Mashantucket, CT 06338-3060

and

John P. Hickey, Esq.  
130 Spruce Street, Suite 30-B  
Philadelphia, Pennsylvania 19106

(b) Any such notice, demand or communication shall be deemed delivered and effective upon actual delivery.

10. Time is of the essence in performance of this RRA by the Restricted Party.

11. The terms of this RRA shall bind and benefit the legal representatives, successors and assigns of the Town and the Restricted Party.

12. This RRA shall be governed by, and construed in accordance with, the local laws of the Commonwealth without application of its law of conflicts principles.

13. If at any time, the Restricted Party is not a resident of the Commonwealth or has no officer, director, employee, or agent thereof available for service of process as a resident of the Commonwealth, or if any permitted assignee thereof shall be a foreign corporation, partnership or other entity or shall have no officer, director, employee, or agent available for service of process in the Commonwealth, the Restricted Party or its assignee hereby designates the Secretary of the Commonwealth, as its agent for the service of process in any court action between it and the Town or arising out of or relating to this RRA and such service shall be made as provided by the laws of the Commonwealth for service upon a non-resident.

14. The Restricted Party acknowledges that it expects to derive a benefit as a result of the Agreement to Developer because of its relationship to Developer, and that it is executing this RRA in consideration of that anticipated benefit.

15. Dispute Resolution:

(a) It is acknowledged by the Parties that a quick and efficient resolution of any dispute, claim, or controversy arising under or relating to this RRA, the breach, termination, or validity of this RRA, or the dealings between the Parties or their successors, or with respect to any claim arising by virtue of any representations made by any Party (collectively, a “**Dispute**”) is critical to the implementation of this RRA. In order to effectuate such intent, the Parties do hereby establish this dispute resolution procedure. All Disputes shall be subject to this Section, it being the intention of the Parties that all such Disputes be subject thereto regardless of any specific reference or absence of such reference as provided herein. No time bar defenses shall be available based upon the passage of time during any negotiation called for by this Section.

(b) Either Party shall give the other Party written notice of any Dispute (“**Dispute Notice**”) which Dispute Notice shall set forth the nature of the dispute and the amount of loss, damage, and cost of expense claimed, if any.

(c) Within ten (10) Business Days of the Dispute Notice, the Parties shall meet to negotiate in good faith to resolve the Dispute.

(d) At any time, either Party may seek injunctive or equitable relief from the Court (as hereinafter defined). Subject to the arbitration provisions of this Section, it is the express intention of the Parties that the exclusive venue of all judicial actions of any nature whatsoever which relate in any way to this RRA shall be filed either in the Superior Court Department of the Trial Court sitting in the Worcester County Hall of Justice or the United States District Court for the District of Massachusetts sitting in Worcester County (the “**Court**”) in furtherance of arbitration of the Dispute.

(e) In the event the Dispute is unresolved within thirty (30) days of the Dispute Notice by good faith negotiations, the Dispute shall be arbitrated upon the filing by either Party of a written demand, with notice to the other Party, to the Judicial Arbitration and Mediation Services (“**JAMS**”) (to the extent such rules are not inconsistent as provided for herein). Within ten (10) days after the filing of such arbitration demand, the Parties shall each select one person to act as arbitrator, and the two so selected shall select a third arbitrator within twenty (20) days of the commencement of the arbitration. If a Party fails to select an arbitrator or the arbitrators selected by the Parties are unable or fail to agree upon the third arbitrator within the allocated time, the arbitrator(s) not selected shall be appointed by JAMS in accordance with its rules. The arbitrators shall be selected from a list supplied by JAMS and shall be neutral and independent and must be either an attorney with at least ten (10) years of active practice or be a retired judge. Arbitration of the Dispute shall be governed by the then current Streamlined Commercial Arbitration Rules and Procedures of the JAMS. Within ten (10) days after the selection of three (3) arbitrators has been completed, each Party shall submit to the arbitrators a best and final settlement with respect to each issue submitted to the arbitrators and an accompanying statement of position containing

supporting facts, documentation and data. Upon such Dispute being submitted to the arbitrators for resolution, the arbitrators shall assume exclusive jurisdiction over the Dispute, and shall utilize such consultants or experts as they shall deem appropriate under the circumstances to assist in the resolution of the Dispute, and will be required to make a final binding determination of a majority of the arbitrators with a reasoned opinion, not subject to appeal, within forty-five (45) days of the date of submission. Nothing herein shall prevent either Party from seeking injunctive or equitable relief in Court to maintain the status quo in furtherance of arbitration.

(f) For each issue decided by the arbitrators, the arbitrators shall award the reasonable expenses of the proceeding, including reasonable attorneys' fees, to the prevailing Party with respect to such issue. The arbitrators in arriving at their decision shall consider the pertinent facts and circumstances as presented in evidence and be guided by the terms and provisions of this RRA and applicable law, and shall apply the terms of this RRA without adding to, modifying or changing the terms in any respect, and shall apply the laws of the Commonwealth to the extent such application is not inconsistent with this RRA.

(g) Any arbitration award may be entered as a judgment in the Court. A printed transcript of any such arbitration proceeding shall be kept and each of the Parties shall have the right to request a copy of such transcript, at its sole cost.

(h) The Parties agree that, in addition to monetary relief, the arbitrators may make an award of equitable relief including but not limited to a temporary, preliminary or permanent injunction and the Parties hereto further agree that the arbitrators are empowered to enforce any of the provisions of this RRA.

16. [The Mashantucket Pequot Tribal Nation (the "MPTN") for itself and its tribal Affiliates hereby waives its sovereign immunity in the courts of the Commonwealth or federal courts of appropriate jurisdiction in favor of the Town for the purpose of resolving all Disputes. This includes arbitration as set forth in paragraph 15 herein and permitting the Commonwealth state courts to compel such arbitration and to enforce the terms of any award or order resulting from such arbitration. The MPTN foregoes and waives any claim that the exhaustion of any tribal court proceeding is or will be a necessary prerequisite to the mitigation or maintenance of any actions subject to the waivers herein.]

[Insert signature block]

**EXHIBIT P**

**FORM OF NOTICE OF AGREEMENT**

THIS INSTRUMENT WAS  
PREPARED BY AND AFTER  
RECORDING MAIL TO:

Attorney Gerald Moody  
Town of Milford Law Department  
52 Main Street  
Milford, MA 01757

And

Attorney Robert L. Allen, Jr.  
Law Offices of Robert L. Allen, Jr. LLP  
300 Washington Street, 2<sup>nd</sup> floor  
Brookline, MA 02445

**NOTICE OF AGREEMENT**

THIS NOTICE OF AGREEMENT (this “**Notice**”), dated as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, is made by and among the Town of Milford, Massachusetts, a municipal corporation (the “**Town**”), and Crossroads Massachusetts, LLC, a Delaware limited liability company (the “**Developer**”).

**RECITALS**

A. The Town and the Developer entered into that certain Host Community Agreement dated \_\_\_\_\_, 2013, (the “**Agreement**”) which sets forth their mutual rights and obligations with respect to the development, construction and operation of a destination resort casino complex (the “**Project**”); and

B. The Town and Developer desire to set forth certain terms and provisions contained in the Agreement in this Notice for recording purposes.

NOW, THEREFORE, for and in consideration of the premises and the covenants and conditions set forth in the Agreement, the Town and Developer do hereby covenant, promise and agree as follows:

1. Developer has enforceable rights to acquire the Project Site (as hereinafter described) on which the Project is to be developed, constructed and operated.

2. A description of the Project Site is attached hereto as Exhibit 1 and by this reference made a part hereof.

3. The Project and its operations are subject to the terms and conditions set forth in the Agreement, including but not limited to the following restrictions:

(a) Developer shall not directly or indirectly, through one or more intermediary companies, engage in or permit any Transfer (as hereinafter defined) of the Project, the Project Site or any ownership interest therein other than a Permitted Transfer (as defined in the Agreement); and

(b) Developer shall not develop, construct, locate or operate, or permit any third party to develop, construct, locate or operate any buildings or facilities on the Project Site other than (i) the Project, (ii) any roadway required to access real property located adjacent to the Project Site, and (iii) during any period prior to Operations Commencement, the continued operation of any business that is operating on the Project Site as of the date of the Agreement, without in each instance the approval of the Board in its sole discretion.

As used herein the term “**Transfer**” means (i) any sale (including agreements to sell on an installment basis), lease, assignment, transfer, pledge, alienation, hypothecation, merger, consolidation, reorganization, liquidation or any other disposition by operation of law or otherwise, and (ii) the creation or issuance of new or additional interest in the ownership of any entity.

**TOWN OF MILFORD, MASSACHUSETTS**, a  
municipal corporation

[Insert signature block]

**CROSSROADS MASSACHUSETTS, LLC**, a Delaware  
limited liability company

[Insert signature block]

COMMONWEALTH OF MASSACHUSETTS )  
 ) SS  
COUNTY OF WORCESTER )

I, \_\_\_\_\_, a Notary Public in and for said County, in the Commonwealth aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of Crossroads Massachusetts, LLC, a Delaware limited liability company, whose name is subscribed to the within Instrument, appeared before me this day in person and acknowledged that as such \_\_\_\_\_ s/he signed and delivered the said Instrument of writing as his/her free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS )  
 ) SS  
COUNTY OF WORCESTER )

I, \_\_\_\_\_, a Notary Public in and for said County, in the Commonwealth aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of The Town of Milford, Massachusetts, a municipal corporation, whose name is subscribed to the within Instrument, appeared before me this day in person and acknowledged that as such \_\_\_\_\_ s/he signed and delivered the said Instrument of writing as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**[INSERT LEGAL DESCRIPTION AS EXHIBIT 1 BEFORE RECORDING]**



**EXHIBIT Q**

**LEGAL DESCRIPTION OF PROJECT SITE**

See property description in Exhibit G (Project Site). Survey to be completed.

**EXHIBIT R**

**TAX AFFIDAVIT**

**TO BE INCLUDED IN ALL SPECIFICATIONS**

**COMPLIANCE WITH FEDERAL, COMMONWEALTH OF MASSACHUSETTS, AND TOWN OF MILFORD TAX LAWS.**

**A. COMPLIANCE WITH TAX LAWS**

The contractor must be in compliance at the time it submits its bid and afterwards if selected as the contractor, with all Federal, Commonwealth of Massachusetts and Town of Milford tax laws, or the contractor will be disqualified from the bidding procedure.

**B. TAX CERTIFICATION AFFIDAVIT.**

The contractor must complete and return the Tax Certification Affidavit with the contractor's bid/proposal. Failure to complete and return the Tax Certification Affidavit will disqualify the contractor from the bidding procedure.

**C. VERIFICATION OF COMPLIANCE WITH FEDERAL AND MASSACHUSETTS TAX LAWS.**

If the Town of Milford discovers that the contractor is not in compliance with Federal or Massachusetts tax laws, the contractor shall be excluded from the bidding procedure.

**D. COMPLIANCE WITH THE TOWN OF MILFORD TAXES.**

If the Town of Milford discovers that the contractor owes the Town of Milford any assessments, excise, property or other taxes, including any penalties and interest thereon, the contractor shall be excluded from the bidding procedure.

The contractor at all times during the term of an awarded contract shall observe and abide by all Federal, Commonwealth of Massachusetts and Town of Milford tax laws and remain in compliance with such laws, all as amended.

**TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS**

\_\_\_\_\_  
Individual Social Security  
Number

\_\_\_\_\_  
State Identification Number

\_\_\_\_\_  
Federal Identification Number

**Company:** \_\_\_\_\_

**P.O. Box (if any):** \_\_\_\_\_

**Street Address Only:** \_\_\_\_\_

**Town/State/Zip Code:** \_\_\_\_\_

**Telephone #:** \_\_\_\_\_

**Fax #:** \_\_\_\_\_

**List address(es) of all other property owned by company in Milford:**

*Please Identify if the bidder/proposer is a:*

<b>Corporation</b>	_____	<b>Name of Individual:</b>	_____
<b>Individual</b>	_____	<b>Names of all Partners:</b>	_____
<b>Partnership</b>	_____	<b>Names of all Managers:</b>	_____
<b>Limited Liability Company</b>	_____	<b>Names of all Partners:</b>	_____
<b>Limited Liability Partnership</b>	_____	<b>Names of all General Partners:</b>	_____

**You must complete the following certifications and have the signature(s) notarized on the lines below. Any certification that does not apply to you, write N/A in the blanks provided.**

**FEDERAL TAX CERTIFICATION**

I, \_\_\_\_\_ (authorized agent) certify under the pains and penalties of perjury that \_\_\_\_\_ (Bidder/Proposer), to my best knowledge and belief, has/have complied with all **United States Federal taxes** required by law.

Date: \_\_\_\_\_

\_\_\_\_\_  
Bidder/Proposer/Contracting Entity

\_\_\_\_\_  
Authorized Person's Signature

**TOWN OF MILFORD TAX CERTIFICATION**

I, \_\_\_\_\_ (authorized agent) certify under the pains and penalties of perjury that \_\_\_\_\_ (Bidder/Proposer), to my best knowledge and belief, has/have complied with all **Town of Milford taxes** required by law (has/have entered into a Payment Agreement with the Town).

Date: \_\_\_\_\_

\_\_\_\_\_  
Bidder/Proposer/Contracting Entity

\_\_\_\_\_  
Authorized Person's Signature

**COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION**

Pursuant to M.G.L. c. 62C §49A, I, \_\_\_\_\_ (authorized agent) certify under the pains and penalties of perjury that \_\_\_\_\_ (Bidder/Proposer) to my best knowledge and belief, has/have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Date: \_\_\_\_\_

\_\_\_\_\_  
Bidder/Proposer/Contracting Entity

\_\_\_\_\_  
Authorized Person's Signature

**Notary Public**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ ss.

\_\_\_\_\_, 2013

Then personally appeared before me [name] \_\_\_\_\_, [title] \_\_\_\_\_ of [company name] \_\_\_\_\_, being duly sworn, and made oath that he/she has read the foregoing document, and knows the contents thereof; and that the facts stated therein are true of his/her own knowledge, and stated the foregoing to be his/her free act and deed and the free act and deed of [company name] \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**YOU MUST FILL THIS FORM OUT COMPLETELY AND, SIGNATURES MUST BE NOTARIZED ON THIS FORM AND YOU MUST FILE THIS FORM WITH YOUR BID/CONTRACT.**

## EXHIBIT S

### FORM OF CASINO MANAGER SUBORDINATION AGREEMENT

This Subordination Agreement ("**Subordination Agreement**") is made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Foxwoods Massachusetts, LLC, a Massachusetts limited liability company ("**Casino Manager**"), having its office at 88 Main Street, Milford, Massachusetts 01757 to and for the benefit of the Town of Milford, Massachusetts, a municipal corporation (the "**Town**"). The Casino Manager, the Town and, by its execution of the "Acknowledgment" included herein, the Developer (defined below) shall be referred to herein individually as a "**Party**" and collectively as the "**Parties**".

### RECITALS

A. Crossroads Massachusetts, LLC, a Delaware limited liability company (the "**Developer**") and the Town have executed that certain Host Community Agreement dated \_\_\_\_\_, 2013, as the same may from time to time be amended ("**Agreement**," with capitalized terms herein having the same meaning as therein defined, unless expressly otherwise defined herein), which Agreement sets forth the terms and conditions upon which Developer has agreed to develop, construct, operate and maintain the Project.

B. Casino Manager has been [will be] engaged by Developer to provide casino resort development and management services to Developer pursuant to the Management Agreement.

C. Casino Manager, by virtue of entering into the Management Agreement with Developer, will receive payments from the Developer and, therefore, will benefit from the financial success of Developer.

D. The execution and delivery of this Subordination Agreement is required under the terms of the Agreement.

**NOW, THEREFORE**, in consideration of the foregoing premises and in order to induce the Town to execute and deliver the Agreement, Casino Manager, acknowledging that, but for the execution and delivery of this Subordination Agreement, the Town would not have entered into the Agreement with Developer, hereby covenants and agrees as follows:

1. Casino Manager agrees that any present and future right that it has to receive payments under the Management Agreement (the "**Management Payments**") shall be and remain junior and subordinate to the Developer's payment to the Town of the following, whether due and payable or that become due and payable, and however arising: (i) the Developer Payments; (ii) the Community Development Grants; (iii) real estate taxes on the Project Site; (iv) personal property taxes on all Project personal property; and (v) any other amounts payable by Developer to the Town under and pursuant to the Agreement (collectively, the "**Developer Payment Obligations**").

2. Except as provided below, Developer may make, and Casino Manager may accept, the Management Payments in accordance with the terms of the Management Agreement, so long as at the time of, and after giving effect to, the making of such payments, no Casino Manager Default has occurred or would occur. If at any time a Casino Manager Default has occurred and is continuing, then Developer shall not make, and the Casino Manager shall not accept, any Management Payments and shall not take any steps, whether by suit or otherwise, to compel or force the payment of the Management Payments nor use the Management Payments by way of counterclaim, set-off, recoupment or otherwise so as to diminish, discharge or otherwise satisfy in whole or in part any

liability of the Developer or Casino Manager to the Town, whether now existing or hereafter arising, until such time as the Town has advised Casino Manager in writing that such Casino Manager Default has been cured or is no longer continuing. “**Casino Manager Default**” shall mean a “Default” as defined in the Agreement or “Event of Default” as defined in this Subordination Agreement.

3. In the event of any distribution, dividend, or application, partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of the assets of the Developer or of the proceeds thereof to the creditors of the Developer or upon any indebtedness of the Developer, occurring by reason of the liquidation, dissolution, or other winding up of the Developer, or by reason of any execution sale, or bankruptcy, receivership, reorganization, arrangement, insolvency, liquidation or foreclosure proceeding of or for the Developer or involving its property, no dividend, distribution or application shall be made, and the Casino Manager shall not be entitled to receive or retain any dividend, distribution, or application on or in respect of any Management Payments, unless and until all Developer Payment Obligations then outstanding (including, without limitation, all principal, interest, fees, and expenses, including post-petition interest in a bankruptcy or similar proceeding whether or not allowed) shall have been paid and satisfied in full in cash (or cash equivalents acceptable as such to the holder thereof), and in any such event any dividend, distribution or application otherwise payable in respect of Management Payments shall be paid and applied to the Developer Payment Obligations until such Developer Payment Obligations have been fully paid and satisfied.

4. If notwithstanding the provisions of this Subordination Agreement, Casino Manager shall receive payment of any Management Payments which the Developer is not entitled to make pursuant to the terms hereof, whether or not the Casino Manager has knowledge that the Developer is not entitled to make such payment, the Casino Manager shall properly account for such payment and agrees to turn over to the Town such payments within fifteen (15) days after the Town has given Casino Manager written demand.

5. The Town may, at any time and from time to time, without the consent of or notice to Casino Manager, all such notice being hereby waived, and without incurring responsibility to the Casino Manager or impairing, releasing or otherwise affecting this Subordination Agreement:

(a) amend, restate or otherwise modify the terms of the Agreement, including, without limitation, any amendment or modification which increases or decreases the amount of any Developer Payment Obligation or otherwise modifies the terms of any Developer Payment Obligation or creates any new Developer Payment Obligation;

(b) grant an extension of the Term;

(c) defer Developer Payment Obligations or enter into a workout agreement on the Developer Payment Obligations;

(d) declare a Casino Manager Default and notify Casino Manager to stop accepting Management Payments; and/or

(e) agree to release, compromise or settlement of Developer Payment Obligations.

6. Casino Manager will not sell, assign or otherwise transfer the Management Agreement or its right to receive any Management Payments thereunder, or any part thereof, except upon agreement of the transferee or assignee to abide by and be bound by the terms hereof.

7. Casino Manager hereby represents and warrants that:

(a) it is duly organized, validly existing and in good standing under the applicable laws of the jurisdiction of its formation, with full power and authority to execute and deliver and become bound by this Subordination Agreement and to consummate the transactions contemplated hereby; and

(b) the execution and delivery of this Subordination Agreement and the consummation and performance by it of the transactions contemplated hereby: (1) have been duly authorized by all actions required under the terms and provisions of the instruments governing its existence (“**Governing Instruments**”) and the laws of the jurisdiction of its formation; (2) create legal, valid and binding obligations of it enforceable in accordance with the terms hereof, subject to the effect of any applicable bankruptcy, moratorium, insolvency, reorganization or other similar law affecting the enforceability of creditors’ rights generally and to the effect of general principles of equity which may limit the availability of equitable remedies (whether in a proceeding at law or in equity); (3) does not require the approval or consent of any Governmental Authority having jurisdiction over it, except those already obtained; and (4) do not and will not constitute a violation of, or default under, its Governing Instruments, any Government Requirements, agreement, commitment or instrument to which it is a party or by which any of its assets are bound, except for such violations or defaults under any Government Requirements, agreements, commitments or instruments that would not result in a material adverse change in the condition, financial or otherwise, or in the results of operations or business affairs of the Casino Manager and its subsidiaries, considered as one enterprise.

8. Casino Manager covenants with the Town as follows:

(a) none of the representations and warranties in this Subordination Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein or herein, in the light of the circumstances under which they were made, not misleading.

(b) Casino Manager shall give notice to the Town promptly upon the occurrence of any Event of Default. Each notice pursuant to this subparagraph shall be accompanied by a statement setting forth details of the Event of Default referred to therein and stating what action Casino Manager proposes to take with respect thereto.

(c) Casino Manager agrees, upon the reasonable request of the Town, to do any act or execute any additional documents as may be reasonably required by the Town to accomplish or further confirm the provisions of this Subordination Agreement.

9. The Town may declare Casino Manager to be in default under this Subordination Agreement upon the occurrence of any of the following events (each an “**Event of Default**”).

(a) If Casino Manager fails to comply with any covenant or agreement made by it in this Subordination Agreement (other than those specifically described in any other subparagraph of this paragraph 9) and such noncompliance continues for fifteen (15) days after written notice from the Town;

(b) If any representation or warranty made by Casino Manager hereunder was false or misleading in any material respect as of the time made;

(c) If any of the following events occur with respect to Casino Manager: (i) by order of a court of competent jurisdiction, a receiver, liquidator or trustee of Casino Manager or of

any of the property of Casino Manager (other than non-material property and with respect to which the appointment hereinafter referred to would not materially adversely affect the financial condition of Casino Manager) shall be appointed and shall not have been discharged within ninety (90) days; (ii) a petition in bankruptcy, insolvency proceeding or petition for reorganization shall have been filed against Casino Manager and same is not withdrawn, dismissed, canceled or terminated within ninety (90) days; (iii) Casino Manager is adjudicated bankrupt or insolvent or a petition for reorganization is granted (without regard for any grace period provided for herein); (iv) if there is an attachment or sequestration of any of the property of Casino Manager and same is not discharged or bonded over within ninety (90) days; (v) if Casino Manager files or consents to the filing of any petition in bankruptcy or commences or consents to the commencement of any proceeding under the Federal Bankruptcy Code or any other law, now or hereafter in effect, relating to the reorganization of Casino Manager or the arrangement or readjustment of the debts of Casino Manager; or (vi) if Casino Manager shall make an assignment for the benefit of its creditors or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver, trustee or liquidator of Casino Manager or of all or any material part of its property;

(d) If Casino Manager ceases to do business or terminates its business for any reason whatsoever or shall cause or institute any proceeding for the dissolution of Casino Manager; or

(e) If Casino Manager takes any action for the purpose of terminating, repudiating or rescinding this Subordination Agreement.

#### 10. Remedies:

(a) Upon an Event of Default, the Town shall have the right if it so elects to: (i) any and all remedies available at law or in equity; and/or (ii) institute and prosecute proceedings to enforce in whole or in part the specific performance of this Subordination Agreement by Casino Manager, and/or to enjoin or restrain Casino Manager from commencing or continuing said breach, and/or to cause by injunction Casino Manager to correct and cure said breach or threatened breach. None of the remedies enumerated herein is exclusive and nothing herein shall be construed as prohibiting the Town from pursuing any other remedies at law, in equity or otherwise available to it under this Subordination Agreement.

(b) The rights and remedies of the Town whether provided by law or by this Subordination Agreement, shall be cumulative, and the exercise by the Town of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach, to the extent permitted by law. No waiver made by the Town shall apply to obligations beyond those expressly waived in writing.

11. If any of the provisions of this Subordination Agreement, or the application thereof to any Person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Subordination Agreement, or the application of such provision or provisions to Persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Subordination Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. This writing is intended by the Parties as a final expression of this Subordination Agreement, and is intended to constitute a complete and exclusive statement of the terms of the agreement among the Parties. There are no promises or conditions, expressed or implied, unless contained in this writing. No course of dealing, course of performance or trade usage, and no parol



evidence of any nature, shall be used to supplement or modify the terms of this Subordination Agreement. No amendment, modification, termination or waiver of any provision of this Subordination Agreement, shall in any event be effective unless the same shall be in writing and signed by the Town, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No waiver shall be implied from the Town's delay in exercising or failing to exercise any right or remedy against Developer in connection with any transfer restriction imposed on Developer under the Agreement.

13. Notices shall be given as follows:

(a) Any notice, demand or other communication which any Party may desire or may be required to give to any other Party hereto shall be in writing delivered by (i) hand-delivery, (ii) a nationally recognized overnight courier, or (iii) mail (but excluding electronic mail, i.e., "**e-mail**") addressed to a Party at its address set forth below, or to such other address as the Party to receive such notice may have designated to all other Parties by notice in accordance herewith:

If to Town:                      Town Administrator  
Town of Milford  
52 Main Street  
Milford, Massachusetts 01757

with copies to:                Town Counsel  
Town of Milford  
52 Main Street  
Milford, Massachusetts 01757

If to Casino Manager:      Foxwoods Massachusetts, LLC  
c/o Scott Butera  
Foxwoods Resort Casino  
350 Trolley Line Blvd.  
P.O. Box 3777  
Mashantucket, Connecticut 06338

with copies to:                Robert L. Allen, Jr. Esq.  
Law Offices of Robert L. Allen, Jr. LLP  
300 Washington St., 2nd floor  
Brookline, Massachusetts 02445

If to Developer:                Scott Butera  
Crossroads Massachusetts, LLC  
88 Main Street  
Milford, MA 01757

with copies to:                Robert L. Allen, Jr. Esq.  
Law Offices of Robert L. Allen, Jr. LLP  
300 Washington St., 2nd floor  
Brookline, Massachusetts 02445

and

Jackson T. King, Jr.  
General Counsel

Mashantucket Pequot Tribal Nation  
Office of Legal Counsel  
2 Matt's Path  
P.O. Box 3060  
Mashantucket, CT 06338-3060

and

John P. Hickey, Esq.  
130 Spruce Street, Suite 30-B  
Philadelphia, Pennsylvania 19106

(b) Any such notice, demand or communication shall be deemed delivered and effective upon the actual delivery.

14. Time is of the essence in performance of this Subordination Agreement by Casino Manager.

15. The terms of this Subordination Agreement shall bind and benefit the legal representatives, successors and assigns of the Town and Casino Manager; provided, however, that Casino Manager may not assign this Subordination Agreement, or assign or delegate any of its rights or obligations under this Subordination Agreement, without the prior written consent of the Town in each instance.

16. This Subordination Agreement shall be governed by, and construed in accordance with, the local laws of the Commonwealth of Massachusetts without application of its law of conflicts principles.

17. If at any time, Casino Manager is not a resident of the Commonwealth or has no officer, director, employee, or agent thereof available for service of process as a resident of the Commonwealth, or if any permitted assignee thereof shall be a foreign corporation, partnership or other entity or shall have no officer, director, employee, or agent available for service of process in the Commonwealth, Casino Manager or its assignee hereby designates the Secretary of the Commonwealth, as its agent for the service of process in any court action between it and the Town or arising out of or relating to this Subordination Agreement and such service shall be made as provided by the laws of the Commonwealth for service upon a non-resident.

18. Casino Manager acknowledges that it expects to derive a benefit as a result of the Agreement because of its relationship to Developer, and that it is executing this Subordination Agreement in consideration of that anticipated benefit.

19. Dispute Resolution:

(a) It is acknowledged by the Parties that a quick and efficient resolution of any dispute, claim, or controversy arising under or relating to this Subordination Agreement, the breach, termination, or validity of this Subordination Agreement, or the dealings between the Parties or their successors, or with respect to any claim arising by virtue of any representations made by any Party (collectively, a “**Dispute**”) is critical to the implementation of this Subordination Agreement. In order to effectuate such intent, the Parties do hereby establish this dispute resolution procedure. All Disputes shall be subject to this Section, it being the intention of the Parties that all such Disputes be subject thereto regardless of any specific reference or absence of such reference as provided herein. No time bar defenses shall be available based upon the passage of time during any negotiation called for by this Section.

(b) Either Party shall give the other Party written notice of any Dispute (“**Dispute Notice**”) which Dispute Notice shall set forth the nature of the dispute and the amount of loss, damage, and cost of expense claimed, if any.

(c) Within ten (10) Business Days of the Dispute Notice, the Parties shall meet to negotiate in good faith to resolve the Dispute.

(d) At any time, either Party may seek injunctive or equitable relief from the Court (as hereinafter defined). Subject to the arbitration provisions of this Section, it is the express intention of the Parties that the exclusive venue of all judicial actions of any notice whatsoever which relate in any way to this Subordination Agreement shall be filed either in the Superior Court Department of the Trial Court sitting in the Worcester County Hall of Justice or the United States District Court for the District of Massachusetts sitting in Worcester County (the “**Court**”) in furtherance of arbitration of the Dispute.

(e) In the event the Dispute is unresolved within thirty (30) days of the Dispute Notice by good faith negotiations, the Dispute shall be arbitrated upon the filing by either Party of a written demand, with notice to the other Party, to the Judicial Arbitration and Mediation Services (“**JAMS**”) (to the extent such rules are not inconsistent as provided for herein). Within ten (10) days after the filing of such arbitration demand, the Parties shall each select one person to act as arbitrator, and the two so selected shall select a third arbitrator within twenty (20) days of the commencement of the arbitration. If a Party fails to select an arbitrator or the arbitrators selected by the Parties are unable or fail to agree upon the third arbitrator within the allocated time, the arbitrator(s) not selected shall be appointed by JAMS in accordance with its rules. The arbitrators shall be selected from a list supplied by JAMS and shall be neutral and independent and must be either an attorney with at least ten (10) years of active practice or be a retired judge. Arbitration of the Dispute shall be governed by the then current Streamlined Commercial Arbitration Rules and Procedures of the JAMS. Within ten (10) days after the selection of three (3) arbitrators has been completed, each Party shall submit to the arbitrators a best and final settlement with respect to each issue submitted to the arbitrators and an accompanying statement of position containing supporting facts, documentation and data. Upon such Dispute being submitted to the arbitrators for resolution, the arbitrators shall assume exclusive jurisdiction over the Dispute, and shall utilize such consultants or experts as they shall deem appropriate under the circumstances to assist in the resolution of the Dispute, and will be required to make a final binding determination of a majority of the arbitrators with a reasoned opinion, not subject to appeal, within forty-five (45) days of the date of submission. Nothing herein shall prevent either Party from seeking injunctive or equitable relief in Court to maintain the status quo in furtherance of arbitration.

(f) For each issue decided by the arbitrators, the arbitrators shall award the reasonable expenses of the proceeding, including reasonable attorneys' fees, to the prevailing Party with respect to such issue. The arbitrators in arriving at their decision shall consider the pertinent facts and circumstances as presented in evidence and be guided by the terms and provisions of this Subordination Agreement and applicable law, and shall apply the terms of this Subordination Agreement without adding to, modifying or changing the terms in any respect, and shall apply the laws of the Commonwealth to the extent such application is not inconsistent with this Subordination Agreement.

(g) Any arbitration award may be entered as a judgment in the Court. A printed transcript of any such arbitration proceeding shall be kept and each of the Parties shall have the right to request a copy of such transcript, at its sole cost.

(h) The Parties agree that, in addition to monetary relief, the arbitrators may make an award of equitable relief including but not limited to a temporary, preliminary or permanent injunction and the Parties hereto further agree that the arbitrators are empowered to enforce any of the provisions of this Subordination Agreement.

[Insert signature block]

## **ACKNOWLEDGEMENT**

Crossroads Massachusetts, LLC, a Delaware limited liability company, acknowledges receipt of a copy of the above and foregoing Casino Manager Subordination Agreement, agrees to be bound by the terms and provisions thereof and to become a “Party” thereunder, and to do every other act and thing necessary or appropriate to be done or performed by it thereunder in order to carry out the terms of the agreements as set forth therein.

**CROSSROADS MASSACHUSETTS, LLC**, a Delaware  
limited liability company

[Insert signature block]

**EXHIBIT T**

**OWNERSHIP OF DEVELOPER AND CASINO MANAGER**

**Ownership of Developer:**

**CROSSROADS MASSACHUSETTS LLC  
TABLE OF ORGANIZATION**

*Updated August 7, 2013*

<b><u>CROSSROADS MASSACHUSETTS LLC *</u></b>	
<i>Bruce Etkin VP Development/Assistant Secretary Robert Potamkin VP Strategic Planning/Secretary Tim Presutti VP Finance/Treasurer</i>	
Crossroads Massachusetts LLC Members	Percentage Interest
<b><u>Ajax Gaming Ventures, LLC</u></b>  David Nunes: 100%	<b>38.938%</b>
<b><u>RMP Massachusetts Gaming, LLC</u></b>  Owned 100% by 2001 A&A Trust Funding Source: Robert Potamkin & 2001 A&A Trust Trustee of 2001 A&A Trust is Alan Potamkin Beneficiaries of 2001 A&A Trust are: Alexander Potamkin 33.33% Ayla Potamkin 33.33% Alura Potamkin 33.33%	<b>32.056%</b>
<b><u>Etkin Massachusetts Gaming, LLC</u></b>  Owned 100% by Five Trees LLLP Five Trees LLLP ownership is: Alexander Etkin 33% Cameron Etkin 33% Joshua Etkin 33% Bruce Etkin 1% General Partner	<b>19.229%</b>
<b><u>White River Gaming, LLC</u></b>  Jeffrey Magee 40.73% Timothy Presutti 40.73% Timothy Bell 14.44% John Siedem 4.10%	<b>9.777%</b>

---

**Ownership of Casino Manager:**

The Casino Manager, Foxwoods Massachusetts, LLC, is owned 100% by Mashantucket Pequot Gaming Enterprise, an instrumentality of the MPTN.