

BINDING AGREEMENT FOR DEFINITIVE GROUND LEASE IN REVERE, MASSACHUSETTS

DATED AS OF: NOVEMBER 27, 2013

PREAMBLE: *Landlord, Tenant and the Equity Guarantor (each as defined below) hereby enter this binding agreement (this “Binding Agreement”) regarding a definitive ground lease with respect to a parcel of real property in Revere, MA on which it is proposed that a destination casino resort will be developed and thereafter operated as a Mohegan Sun-branded property, and certain other business terms described herein. This Binding Agreement does not constitute (nor shall it be construed as) an offer with respect to any securities, it being understood that such offer, if any, shall only be made in compliance with applicable provisions of the securities laws. Upon execution of this Binding Agreement, the parties hereto agree to work promptly, earnestly and in good faith toward the execution of a binding ground lease (the “Ground Lease”), the Equity Replacement Agreement (as defined below), an additional supplemental agreement to address the [REDACTED] the Live Entertainment Venue Agreement and the amendment to the Revere Host Community Agreement (each as defined below) and certain other matters, and such other related definitive documentation as the parties may agree (collectively, the “Definitive Documentation”) with the intent to execute such Definitive Documentation not later than December 6, 2013.*

Despite the fact that this Binding Agreement refers to the possibility of the execution and delivery of the Definitive Documentation that may set forth further details concerning the transactions contemplated hereby, the parties hereto acknowledge that: (1) this Binding Agreement contains all of the material terms and conditions of the transaction and (2) this Binding Agreement is entered into for valuable consideration (the receipt and sufficiency of which is hereby acknowledged) and is intended to be, and shall be, the legal and binding obligation of each party hereto, enforceable in accordance with its terms. If the parties are unable to agree upon the Definitive Documentation prior to the submission of the Application, then (i) this Binding Agreement shall constitute the agreement required pursuant to Question 2-4 of the Application evidencing Tenant’s right to acquire, within 60 days after the License has been awarded, a long term lease of the land where the gaming establishment is proposed to be constructed; and (ii) at any time after December 31, 2013 until the Definitive Documentation has been entered, either party may elect to initiate the Arbitration provisions set forth below for the purpose of determining the final forms of the Definitive Documentation to be entered by the parties.

Summary of Material Terms and Conditions

Landlord:	Sterling Suffolk Racecourse, LLC, a Massachusetts limited liability company.
Tenant:	Mohegan Sun Massachusetts, LLC, a Delaware limited liability company qualified to do business in the Commonwealth of Massachusetts.
Equity Guarantor:	Brigade Leveraged Capital Structures Fund Ltd.
Premises:	That certain real property located in Revere, Massachusetts, as more particularly shown on <u>Exhibit A</u> attached hereto, containing approximately 40+/- acres for the development of the Project (as defined below), which Landlord owns in fee simple.
Improvements:	Tenant shall, during the Term (as defined below), own all improvements constructed on the Premises.
Project:	The proposed development in Revere, Massachusetts of a first-class, destination casino and full-service hotel (“ <u>Casino and Hotel</u> ”) and the other ancillary facilities

	<p>included in the Application (collectively, the "<u>Project</u>"), as further described below.</p> <p>The Project is anticipated to include the following gaming amenities (representing approximately 4,720 total gaming positions):</p> <ul style="list-style-type: none"> • 4,000 slots. • 100 house bank tables. • A 20-table poker room. • A full-service hotel with not less than 300 guest rooms and/or suites. • A minimum number of parking spaces situated within parking structures and surface parking spaces to be set forth in the Ground Lease. • A regional gathering space including a minimum amount of retail space, conference space, live entertainment space, dining and other amenities, to be further described in the Ground Lease.
Equity Commitment:	<p>The Equity Guarantor commits to fund equity in an amount equal to up to [REDACTED] of the total estimated cost (and upon completion, the total actual cost) to construct the Project described in the Application [REDACTED] to the extent necessary to obtain Construction Financing to develop the Project [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
Development of the Project:	<p>The Project shall be consistent in all material respects with the Application (as defined below in section entitled "Application Process") to be filed by Tenant no later than December 31, 2013, which shall be consistent in all material respects with the Definitive Documentation, the Revere Host Community Agreement (as amended with Tenant's consent, not to be unreasonably withheld, conditioned or delayed), any surrounding community agreements entered into by Tenant or by Landlord (with Tenant's consent, not to be unreasonably withheld, conditioned or delayed) and assigned to Tenant, Revere zoning requirements and all applicable laws and approvals for the Project. Landlord and its affiliates shall, following the Effective Date (as defined below), continue to utilize their respective best efforts, at Landlord's sole cost and expense, to negotiate and document an amendment to the Revere Host Community Agreement as may be necessary or appropriate in connection with the Project as reasonably determined by Tenant and subject to Tenant's reasonable approval. In addition, Landlord shall cooperate and reasonably assist Tenant in its rezoning efforts and surrounding community agreements, at no out-of-pocket cost to Landlord.</p>
Operation and Maintenance	<p>Tenant shall operate and maintain the License (as defined below in section entitled</p>

of the Project:	" <u>Application Process</u> ") and the Project throughout the Term of the Ground Lease in a manner consistent in all material respects with the management standard provided for in the form of Hotel and Casino Management Agreement between MGA Palmer Partners, LLC and MGA Gaming MA, LLC previously furnished to Landlord and the Massachusetts Gaming Commission (the " <u>Commission</u> "). Tenant shall operate the Project 24 hours per day, 7 days per week, 365 days per year, except (i) to the extent such hours of operation are not permitted under the License or applicable laws or regulations, or (ii) in the event of, and in connection with, a force majeure, casualty, condemnation or episode of severe inclement weather, all as described in the Ground Lease, or (iii) for closures for refurbishment and/or reconstruction in accordance with customary industry standards.
Permitted Use:	Gaming use and any uses ancillary to such gaming use, in each case consistent in all material respects with prevailing gaming industry standards as of any applicable time of determination (including, without limitation, all ancillary services and uses, such as hotels, restaurants, bars, retail offerings, entertainment offerings, etc.), subject to compliance in all material respects with applicable laws and regulations, conditions of the License, and requirements of Host and Surrounding Community Agreements.
Term:	The term (the " <u>Term</u> ") of the Ground Lease shall commence upon execution of the Ground Lease and shall continue until the [REDACTED] anniversary of the Effective Date, unless sooner terminated in accordance with the terms of the Ground Lease. The Definitive Documentation may be terminated (with the effect that there shall be no further liability or obligations thereunder for any party) by either party in the event that (i) the Region A Category 1 License is issued to a party other than Tenant (beyond applicable appeal periods if the parties jointly determine to appeal, with each party acting in good faith in making such determination and not unreasonably withholding, conditioning or delaying its approval of the determination made by the other party), (ii) Tenant is denied such License (beyond applicable appeal periods if the parties jointly determine to appeal, with each party acting in good faith in making such determination and not unreasonably withholding, conditioning or delaying its approval of the determination made by the other party), (iii) no Category 1 License has been granted for Region A by [REDACTED] and the Commission has not extended the deadline for the issuance of such License or (iv) a Material Adverse Change (as defined below) has occurred and a party has elected to terminate this Lease pursuant to the provisions regarding Material Adverse Change below.
Opening Date:	The date on which the Project opens to the public and commences gaming operations.
Effective Date:	The Effective Date shall be the date of this Binding Agreement. The parties intend to execute the Definitive Documentation no later than Friday, December 6, 2013.
Rent – Pre-Operations	Landlord will be entitled to rent in the amount of [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

Period:	<div> <div></div> <div></div> <div></div> </div> <div> <div></div> <div></div> <div></div> </div> <div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> </div>
Rent – Operations Period:	<div> <div></div> <div></div> <div></div> </div> <div> <div></div> <div></div> <div></div> </div>

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Landlord's Right to Certain Distributions:	<div></div>
Caesars Settlement Amount:	<div></div>

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HCA Payments:	<p>The existing host community agreement entered into by Landlord (the "<u>Host Community Agreement</u>") with Revere with respect to the Premises shall be amended to provide for the consummation of the transactions contemplated hereby and thereafter duly and lawfully assigned by Landlord to Tenant in accordance with its terms, and Landlord shall cause such amendment to be executed (in form and substance reasonably acceptable to Tenant) and shall obtain any approvals or consents required to facilitate the foregoing assignment. In addition, Landlord shall deliver to Tenant the most recent draft surrounding community agreements or proposals sent to or received from any surrounding communities in connection with the Project (and any predecessor to the Project) and if elected by Tenant, shall continue to utilize its best efforts, at no out-of-pocket cost to Landlord, to negotiate and document the same as reasonably determined by Tenant and subject to Tenant's reasonable approval.</p> <div></div>

Relocation of Certain Designated Improvements:	There are currently certain improvements on the Premises generally described as barns or horse stables (together with any related structures, out-buildings and facilities, the "Track Support Improvements"). Landlord shall have the right to remove the Track Support Improvements at any time. However, if Landlord does not remove such improvements by the date that is 3 months prior to the date on which Tenant is scheduled to commence construction of the Project following the closing of the Construction Financing, then Tenant shall have the right (at its cost and expense) to demolish and remove such Track Support Improvements without liability to Landlord.
Race Track Operation: Provision removed per agreement of applicant	Landlord shall not be obligated to continue, maintain or operate the Race Track. If Landlord elects to continue the Race Track use, it may (but shall not be obligated to) elect to require Tenant to operate the Race Track (to the extent not prohibited by the License or applicable law and subject to Tenant being reasonably satisfied with the form and substance of the existing horsemen's agreement then in effect, to the extent it has not been previously approved by Tenant), pursuant to a commercially reasonable management agreement negotiated by the parties in good faith, which shall provide that Tenant be responsible for all costs and expenses and any operating losses, and shall retain all revenues, attributable to operating the Race Track, and that Landlord shall not be obligated to pay any management fees or other amounts to Tenant for managing the Race Track.
Application Process:	<p>Tenant will apply for a casino license for the Eastern zone of Massachusetts (Region A), as identified in M.G.L. c. 23K, §19(a) (the "License"), by timely filing with the Commission its application materials on or before December 31, 2013 (such materials, the "Application"). Tenant and Landlord shall cooperate in good faith in the preparation and content of the Application. Tenant shall be required to be the holder of the License with respect to the Premises (if issued, renewed and not revoked) throughout the Term and shall use its best efforts to maintain and renew the License during the Term.</p> <p>Landlord will provide such supporting information (including, without limitation, all materials relating to the RFA-2 process) in its possession from time to time as may be requested by Tenant to promptly and timely file the Application and all related materials from time to time requested or required by the Commission. Landlord shall reasonably cooperate in support of Tenant's efforts to develop the Project, at no out-of-pocket cost to Landlord.</p>
Tenant's License Pursuit Costs:	

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Licensee/Owner/Operator:	<p>Upon award of the License, Tenant shall, as licensee (the "<u>Licensee</u>"), engage an Affiliate of Mohegan to operate the Project pursuant to a definitive management agreement. This is the same structure previously reviewed by the Commission in connection with the proposed Palmer, Massachusetts development project. The operating Affiliate shall be required to operate the Project consistently in all material respects with Tenant's obligations under the Ground Lease and in compliance in all material respects with all applicable laws and regulations, including the Host and Surrounding Community Agreements and any conditions under the License.</p>
Marketing:	<p>The Mohegan Tribal Gaming Authority ("<u>MTGA</u>") will, at its election, either execute a confirmation instrument or join the Ground Lease, in either case, solely for the purpose of covenanting and agreeing to support the marketing of the Project by utilizing MTGA's customer list and by encouraging customers on MTGA's customer list who reside within a prescribed radius of the Project to visit the Project as their primary gaming / lodging destination. MTGA will agree to certain limits on the manner in which it conducts marketing activities with respect to its other properties, all as previously presented to the Commission and as memorialized in documentation previously filed with the Commission in connection with Tenant's licensing review process and as set forth in the Ground Lease. Each of the foregoing obligations of MTGA shall automatically terminate on the first date on which MTGA no longer serves as the manager of the Project and MTGA and no affiliate of MTGA has a direct or indirect equity interest in the Tenant or the Project.</p> <p>In addition, for so long as MTGA or its affiliate serves as the manager of Project, MTGA shall arrange for customers of the Project to participate in MTGA's cross-property point redemption program and similar loyalty programs offered in the MTGA network.</p>
Permits & Easements:	<p>Tenant may apply for and secure any approvals, permits or licenses necessary or advisable for the development and use of the Premises for the Permitted Use and Tenant shall have the right and authority to grant and convey dedications of part of the Premises for public use and/or rights of way or easements which may be required as a condition to granting any such approval, permit or license. Landlord shall provide to Tenant all materials in its possession from time to time relating to its efforts to obtain any such approvals, permits or licenses.</p> <p>Landlord shall upon request of Tenant and at no out-of-pocket expense to Landlord (unless Landlord determines to incur such expenses in connection with its review of any such application materials, in which case it shall bear such expenses), execute or join in the execution of application for any such approval, permit or license and agrees jointly with Tenant to make such dedications as may be</p>

	<p>required in connection therewith. Notwithstanding the foregoing, Landlord's approval (in its sole discretion) shall be required for any such matters that would be recorded prior to the award of the License to Tenant if such matters would continue to bind the Premises if the License is not awarded, but Landlord's approval shall not be unreasonably withheld, conditioned or delayed with respect to such matters that would, pursuant to its express terms, automatically not continue to bind the Premises if the Ground Lease is terminated.</p> <p>Following the License Date (or earlier if required or advisable in connection with the pursuit of the License) until the date that is 2 years following the Opening Date, Landlord shall, if requested by Tenant, grant to Tenant such easements and other appurtenant property rights burdening the real property of Landlord (other than the Premises) as may be reasonably necessary or advisable in connection with the development and operation of the Project for pedestrian and vehicular access and egress and for the use, installation, maintenance, repair, expansion and replacement of utilities, in each case with respect to all of the foregoing, (i) in a manner that does not unreasonably interfere with Landlord's current operations or, if requested after the Opening Date, Landlord's actual operations or then-planned operations or any reasonably contemplated future development on such other appurtenant property; (ii) solely to the extent permitted by applicable law and regulations; (iii) in current or other locations reasonably agreed upon by the parties or otherwise reasonably necessary for the development or operation of the Project; and (iv) subject to customary insurance, indemnity, maintenance, reimbursement, cost-sharing and relocation provisions.</p>
Insurance:	<p>Tenant shall, at its own cost and expense, procure and maintain comprehensive general liability insurance, builder's risk, and fire and extended coverage property damage insurance in such amounts and on such conditions as the parties shall mutually agree in the Ground Lease, but, in each case, consistent in all material respects with prevailing standards for gaming facilities of similar scale and quality.</p>
Transfers by Landlord:	<p>Landlord may transfer its direct or indirect interest in the Ground Lease in accordance with applicable law and regulations at any time to any transferee, provided that such transferee obtains any required approvals (if any) from the Commission and such transferee is bound by the confidentiality obligations of the Ground Lease. In addition, Landlord shall have the right to have the Premises legally subdivided from other land owned by Landlord (subject to reasonable review and approval of the subdivision plan by Tenant and its proposed leasehold mortgagee ("<u>Leasehold Mortgagee</u>") to confirm that no portion of the Premises is being subdivided from the remainder of the Premises in connection therewith) and to transfer its fee interest in the Premises to an affiliate or subsidiary of Landlord subject to the Ground Lease. Landlord may finance, or suffer to exist a financing of, its interest in the Premises (a "<u>Fee Mortgage</u>"), provided that its lender provides Tenant and its mortgagee(s) with an agreement (a "<u>Lender Agreement</u>") in form reasonably acceptable to Tenant's mortgagee(s), agreeing that the Fee Mortgage shall be subject and subordinate to the Ground Lease, such Lender Agreement in a form, and containing such related terms, as is customary for this purpose in transactions similar to the one contemplated. Landlord shall promptly pursue a non-disturbance and attornment agreement from its existing fee mortgagee and shall use commercially reasonable efforts to obtain such agreement in connection with or promptly following the execution of the Ground Lease, and following the License Date shall undertake best efforts to obtain a Lender Agreement from such</p>

	mortgagee on or prior to the closing of the Construction Financing.
Subletting:	Subject to the provisions above entitled Third Party Development and the requirement that the Tenant hold the License (if issued, renewed and not revoked) at all times during the Term, Tenant shall have the right to sublease any part of the Premises during the Term to any person or entity for the permitted uses as hereinabove enumerated.
Transfers by Tenant:	<p>Direct and indirect transfers of Tenant's interest in the Ground Lease shall be prohibited except as follows: (a) in connection with permitted leasehold financing and then only when pursuant to the terms of the Definitive Documentation, (b) indirect transfers of Tenant's interest in the Ground Lease as long as no change in control (to be defined as mutually agreed in the Definitive Documentation) occurs or if a change in control does occur, it shall be subject to certain Landlord protections to be mutually agreed in the Definitive Documentation (and if, as a result of the transactions in connection with such transfer, MTGA or its affiliate is not the manager of the Project, the application of the Rent Escalation Formula) (all other transfers under this clause (b) other than as described in the preceding parenthetical, an "Excepted Transfer")), (c) pursuant to subleases and license agreements with respect to a portion but not all of the Premises expressly permitted under the Definitive Documentation and subject to such provisions, (d) direct transfers to affiliates, (e) indirect transfers effected by MTGA in connection with an initial public offering of equity or a transaction designed to facilitate the same and (f) as otherwise approved by Landlord in advance (which approval shall not be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing or anything else to the contrary, following the Opening Date, Brigade and its affiliates may permit or effect indirect transfers of any interest in the Ground Lease held by any of them at any time to any transferee (subject to the protections to Landlord described in clause (b) above), provided that such transferee obtains any required approvals (if any) from the Commission.</p> <div style="background-color: black; height: 100px; width: 100%;"></div>
Form of Ground Lease Agreement:	The parties shall use the form of Ground Lease draft prepared by Landlord's counsel as the initial draft of the Ground Lease, subject to modifications contemplated by this Binding Agreement and other changes to be negotiated by the parties and not inconsistent with this Binding Agreement, the parties agreeing that all material terms are included in this Binding Agreement.
Leasehold Mortgagee:	<div style="background-color: black; height: 50px; width: 100%;"></div>

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Environmental:	<p>Landlord has disclosed to Tenant in its due diligence data room all of the material environmental assessments, studies, reports, correspondence and other such materials in its possession and prepared on or following September 30, 2011 regarding the environmental condition of the Premises (together with any other similar materials made available in Landlord's data room or otherwise furnished to Tenant on or before the earlier to occur of (i) the business day immediately preceding the execution of the Ground Lease and (ii) December 6, 2013, the "<u>Environmental Disclosures</u>").</p> <p>Landlord shall represent and warrant that, except as set forth in the Environmental Disclosures, Landlord has no knowledge, after reasonable inquiry, of any hazardous materials present in on or under the Premises in violation of applicable environmental laws or regulations and has no knowledge, after reasonable inquiry, that any action, claim, or proceeding is pending or threatened concerning the Premises relating to hazardous materials or pursuant to applicable environmental laws or regulations. Landlord shall indemnify and defend Tenant from and against all claims arising from or related to a breach of such representation and warranty.</p> <p>Pursuant to a commercially reasonable access agreement (the "Access Agreement"), Tenant shall have a period of forty-five (45) days from the execution of the Access Agreement to conduct due diligence investigations regarding the environmental condition of the Premises. Tenant may perform invasive testing with prior notice to Landlord of the scope of such testing and Landlord's approval of such scope, which approval shall not be unreasonably withheld, conditioned or delayed. To the extent that (i) such investigations reveal that there are any hazardous materials present at the Premises in violation of applicable environmental laws or regulations (or that interfere with the development of the Project in accordance with applicable laws and regulations) not expressly identified in the Environmental Disclosures or such hazardous materials are present in greater quantities, affect a larger area, or are of greater severity in each case than included in the Environmental Disclosures, and (ii) are more costly to remediate and/or remove, in each case, than described in the Environmental Disclosures (the foregoing new or changed hazardous substances, the "<u>Unknown Hazardous Materials</u>"), Tenant shall so notify Landlord prior to the expiration of such due diligence period and deliver to Landlord an estimate of the cost to remove or remediate such Unknown Hazardous Materials (the "<u>Estimated Remediation Costs</u>"), as estimated by an independent third-party professional.</p> <div style="background-color: black; height: 100px; width: 100%;"></div>

	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED] If (i) the Estimated Remediation Costs exceed [REDACTED] and (ii) the actual cost to remediate or remove Unknown Hazardous Materials is less than the Estimated Remediation Costs (the amount of such difference, the "<u>Actual Cost Difference</u>"), then the amount of the Rent offset provided for in the immediately preceding sentence shall be reduced by the Actual Cost Difference, but in no event shall such Rent offset be in an amount equal to less than \$0. The foregoing indemnity and offset rights shall expire on the Opening Date except with respect to any claims made prior to the Opening Date.</p> <p>Except as set forth herein, Landlord shall have no other liability with respect to the environmental condition of the Premises.</p> <p>During the Term (and expressly excluding activities occurring, or conditions existing, prior to the Term, or the effects or results thereof, for which Landlord shall be responsible), Tenant shall comply in all material respects with applicable environmental laws and regulations applicable to the Premises, including without limitation , any relating to any hazardous waste released, discharged, disposed of or emitted on or about the Premises.</p>
<p>Casualty and Condemnation:</p>	<p>Casualty and condemnation provisions customary for transactions of this nature shall apply. Subject to compliance with applicable requirements under the definitive documentation governing the indebtedness of the Tenant (compliance with which shall not be deemed to breach the Ground Lease), Tenant shall restore the Project following a casualty, provided however in the event that all or substantially all of the Premises are destroyed by casualty, such duty shall not apply unless (i) such restoration is commercially viable considering the totality of the relevant circumstances, (ii) utilizing its commercially reasonable efforts, the Tenant is able to obtain sufficient construction financing on commercially reasonable terms under then prevailing market standards in order to fund the restoration and (iii) the Tenant has actually received insurance proceeds in an amount equal to no less than the amount of the loss sustained by Tenant in connection with the relevant casualty episode (after giving effect to applicable deductibles). Tenant shall make such determination whether to restore within 6 months of the casualty and if Tenant does not restore, the Ground Lease shall at either party's election terminate and Tenant shall remain obligated to remove any debris and return the Leased Premises to a reasonably safe condition under the relevant circumstances. The Tenant shall have the right to terminate the Ground Lease in the event that all or substantially all of the Premises (or a material portion of the Premises the loss of which impairs the gaming operations of the Project (e.g., a material right-of-way or access street)) are taken by condemnation.</p> <p>Insurance proceeds and condemnation awards shall be allocated as is customary for a transaction of this nature, it being understood by the parties that Tenant and any Leasehold Mortgagee shall be entitled to all such proceeds and awards related to the improvements, and Landlord and its mortgagee shall only be entitled to proceeds and awards to the extent they compensate for lost rent or losses relating to the land.</p>

Defaults:	<p>Landlord shall provide Tenant with written notice of any default under the Ground Lease and Tenant shall have (i) ten (10) business days to cure any monetary default; provided, however, that, notwithstanding the foregoing, Tenant shall have up to thirty (30) days to cure a monetary default on one (1) occasion per calendar year, and (ii) sixty (60) days to cure any non-monetary default (or such additional time as may be necessary if such non-monetary default is not reasonably capable of cure within 60 days provided Tenant commences cure within said 60-day period and diligently prosecutes completion of the same). Tenant shall provide Landlord with written notice of any Landlord default under the Ground Lease and Landlord shall have sixty (60) days to cure the same. Defaults related to insolvency shall be addressed in a customary manner in the Ground Lease.</p>
Remedies:	<p>Landlord's remedy for (i) a monetary default, (ii) Tenant's loss of the License as a result of bad acts perpetrated by Tenant, (iii) Tenant intentionally and in bad faith refusing to operate the Project, (iv) transfers in violation of the Lease and (v) defaults prior to the Opening Date which prevent opening (any of the foregoing being "<u>Termination Defaults</u>"), any of which has not been timely cured by Tenant, shall be the right to terminate the Ground Lease and/or pursue a claim for damages and/or seek specific performance.</p> <p>In the event that Tenant loses the License as a result of its intentional or grossly negligent action or inaction or determination of unsuitability (other than as a result of the identity or ownership of the Landlord), [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>With respect to other defaults, Landlord's remedy shall be damages and/or the right to seek specific performance, as set forth in the Ground Lease</p> <p>In the event that the Ground Lease is terminated due to Tenant's default (including prior to the Opening Date), then subject to applicable gaming and bankruptcy laws and any required approvals, including, without limitation, those of the Commission, Tenant shall seek to assign the License (if issued and assignable) and any liquor licenses to Landlord, Landlord's designee, or another occupant of the Premises and if such termination occurs prior to the Opening Date, Tenant shall assign its rights under all development materials (to the extent the same are assignable) to Landlord, subject to the rights of Tenant's lender(s), if any, and applicable law and regulations. In contracting for development materials, Tenant shall use commercially reasonable efforts to obtain the right to assign such materials to Landlord.</p>
Tax Efficiency:	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

Defaults Before Opening:	<p>If, prior to the Opening Date, Landlord terminates the Ground Lease as a result of Tenant's intentional or willful action or inaction that has the effect of preventing the successful development of the Project (which shall include, without limitation, intentional or willful action or inaction such as (i) failure by Tenant to timely file a complete Application on or before December 31, 2013 or, if extended by the Gaming Commission, the deadline for such Application established by the Gaming Commission (so long as Landlord has supplied all information and responses within Landlord's control that Tenant is not able to prepare independently), (ii) failure to diligently pursue the License following filing of the Application until the award of the License or the denial of the Application, (iii) failure to pay the License Fee and any other amounts required upon the award of the License; and (iv) failure to comply in all material respects with the terms and conditions of the License, in each of the foregoing cases to the extent they have the effect of preventing the successful development of the Project (except to the extent such failure results from any failure by Landlord to comply in all material respects with any terms and conditions of the License, if any, that must be complied with by Landlord)), then as Landlord's sole and exclusive remedy (except as set forth below in this section), Tenant shall pay Landlord the sum of [REDACTED] (the "<u>Liquidated Damages</u>") and such payment obligation shall be guaranteed by the Equity Guarantor. Notwithstanding the foregoing or anything else to the contrary, (i) the Liquidated Damages shall in no event be payable if Tenant is independently entitled to terminate the Ground Lease under any provision thereof and (ii) in no event shall the Equity Guarantor's aggregate liability in respect of the Liquidated Damages exceed the remaining amount of its Equity Capital Commitment, taking into account any portion thereof previously funded by the Equity Guarantor or any affiliate thereof as of the date on which the Liquidated Damages become due and payable by Tenant less any amounts that have been returned to the Equity Guarantor or any affiliate as a return on or of such capital. In addition, upon such termination, Tenant shall seek to assign the License (if issued and assignable) and any liquor licenses (if issued and assignable) to Landlord, Landlord's designee, or another occupant of the Premises (subject to applicable law and regulations and the rights of Tenant's lender(s), if any), and Tenant shall assign its rights (to the extent the same are assignable) under all development materials to Landlord, subject to the rights of Tenant's lender(s), if any, and applicable law and regulations.</p> <p>If Landlord intentionally or materially defaults under the Ground Lease for the purpose and with the effect of preventing the successful development of the Project, then as Tenant's sole and exclusive remedy, Landlord shall pay to Tenant the sum of [REDACTED].</p>
Expenses:	Each party shall bear its own costs in connection with the negotiation and execution of this Binding Agreement and the Definitive Documentation and due

	diligence.
Effect of Gaming Laws:	All terms are subject to, and qualified in their entirety by, the requirements of any applicable gaming law or regulation or any determination reached by any applicable gaming authority.
Material Adverse Change:	<p>Material Adverse Change ("<u>Material Adverse Change</u>") means:</p> <p>(i) (a) the enactment, publication, decree or other promulgation of any statute, regulation, rule, judgment, injunction or order of any court or other governmental authority that prohibits the conduct of gaming operations on the Premises, including, without limitation, because the applicable enabling legislation permitting gaming in Massachusetts is amended, suspended, or revoked by the applicable governmental authorities or because any such enabling legislation is held invalid by a court of competent jurisdiction beyond any applicable appeal periods, (b) the placement on a state-wide ballot of a referendum, initiative or other similar proposal that, if approved by the applicable body of voters, would result in the prohibition of, or a material limitation on, the conduct of gaming operations on the Premises (a "Ballot Question"), [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED] (d) the underlying condition of the land (other than environmental, handled above) renders the Premises unfit for the development of the Project in accordance with the description of the Project contained in the Application; provided, however, that the Tenant shall, to the extent reasonably practicable, make commercially reasonable modifications to the Project as necessary to accommodate any site conditions, (e) [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED] Tenant, despite best efforts (including making commercially reasonable modifications to the Project to the extent necessary to accommodate any site conditions), is unable to obtain all permits, licenses, variances and other approvals from applicable governmental authorities required for the development of the Project in accordance with the description of the Project contained in the Application, (f) Tenant is unable to conduct gaming operations on the Premises because it is unable to obtain the License or any other necessary governmental gaming licenses (despite using best efforts to obtain the License and such licenses) or because the License or any necessary governmental gaming license expires and cannot be renewed (despite best efforts to obtain such renewal and not as a result of the intentional or willful action or inaction of Tenant (including, without limitation, non-renewal resulting from Tenant's intentional or willful failure to comply in all material respects with the terms and conditions of the License (except to the extent such non-renewal results from any failure by Landlord to comply in all material respects with any terms and conditions of</p>

	<p>the License, if any, that must be complied with by Landlord)) or is revoked (despite best efforts to avoid such revocation and not as a result of the intentional or willful action or inaction of Tenant (including, without limitation, revocation resulting from Tenant's intentional or willful failure to comply in all material respects with the terms and conditions of the License (except to the extent such revocation results from any failure by Landlord to comply in all material respects with any terms and conditions of the License, if any, that must be complied with by Landlord))), acknowledging that Tenant has an affirmative obligation to make organizational or personnel changes reasonably necessary in order to avoid being denied the License or any such other license and to avoid having the License or any such other license revoked, (g) Tenant is unable to conduct gaming operations on the Premises due to Landlord being determined to be unsuitable, acknowledging that Landlord has an affirmative obligation to make organizational or personnel changes reasonably necessary in order to avoid Tenant being denied the License, (h) a fact, circumstance, event, change, effect or occurrence not caused by, and not within the reasonable control of, Tenant (other than delays in obtaining all necessary permits, approvals and licenses beyond applicable appeals for the development of the Project, which matter is covered in clause (e) above) that, individually or in the aggregate with all other facts, circumstances, events, changes, effects or occurrences, does prevent Tenant from completing the development of the Hotel and Casino within a period that is two years longer than the Tenant's construction schedule prior to such fact, circumstance, event, change, effect or occurrence.</p> <p>(ii) (a) an outbreak or escalation of hostilities or declaration of war or national emergency or other national or international calamity or crisis (including, without limitation, an act of terrorism) or a change in economic or political conditions, (b) a suspension of trading in securities generally on the New York Stock Exchange, the American Stock Exchange or the NASDAQ National Market or limitation on prices generally for securities on any such exchange, (c) a moratorium on commercial banking activities declared by either Federal or New York State authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States, (d) the taking of any action by any domestic governmental body or agency in respect of its monetary or fiscal affairs, (e) the occurrence of any other materially adverse calamity or crisis or any change in financial, political or economic conditions in the United States, in each case specified in the foregoing sub-clauses (a)-(e),</p> <div style="background-color: black; height: 150px; width: 100%;"></div>
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	<p style="text-align: center;">[REDACTED]</p> <p>In the event that either party determines that a Material Adverse Change occurs, such party shall send notice thereof to the other party and subject to the immediately succeeding sentence, either party may elect, in its sole discretion, to terminate the Ground Lease by giving 45 days' written notice of such termination to the other party within 60 days of such party obtaining knowledge that such a Material Adverse Change exists. Upon such termination, all rent and other sums due under the Ground Lease, if any, shall be prorated as of the termination date and neither Tenant nor Landlord shall have any further obligations under the Definitive Documentation. Notwithstanding the foregoing, in the event that the applicable Material Adverse Change that has occurred is the one set forth in sub-clause (b) of clause (i) of the definition of "Material Adverse Change," then neither Tenant nor Landlord shall be entitled to elect to terminate the Ground Lease unless and until such time as the Ballot Question has been approved by the applicable body of voters and such vote has been certified (the "<u>Suspension Period</u>"), it being understood and agreed that, notwithstanding anything else to the contrary contained in the Lease, until such time, as such Ballot Question has been approved or disapproved (as applicable) by the applicable body of voters, Tenant shall be entitled to suspend any activities it would otherwise be required to take under the Lease or otherwise in connection with the development of the Project and any activities relating thereto (the "<u>Specified Activities</u>"); <u>provided, however</u>, that (i) to the extent that the Commission is continuing its review of license applications or to issue gaming licenses during the Suspension Period, Tenant shall continue to use diligent efforts to obtain the License and all other necessary permits, approvals and licenses for the Project and undertake a commercially reasonable amount of Project design and planning activities, (ii) if the Tenant has been awarded the License prior to or during the Suspension Period, Tenant shall comply with the conditions of the License during the Suspension Period and all other necessary permits, approvals and licenses for the Project and undertake a commercially reasonable amount of Project design and planning activities, unless the License conditions are either waived by the Commission or the Commission is suspending, winding-down or otherwise slowing down its activities, in which event the Tenant shall follow the Commission's lead, direction or guidance with respect to the nature of its activities, (iii) until the vote on such Ballot Question, Tenant and Landlord shall join a consortium of those organized to oppose such Ballot Question and shall support the efforts of such consortium and otherwise oppose the passage of the Ballot Question and (iv) rent shall, in such event, still be payable or accrue, as applicable, under the Lease during such period. In the event that the Ballot Question is disapproved by the applicable body of voters and the conduct of gaming activities on the Premises consequently remains unimpaired by such Ballot Question, then the Tenant's obligation to perform the Specified Activities shall, at the time of such disapproval, resume under the Lease.</p>
Licensing Impairment and Regulatory Conditions:	<p>The parties acknowledge that the award of the License and the agreements contemplated hereby may be subject to various regulatory approvals or conditions, including ongoing conditions, and the failure to obtain any such approval, meet or retain such condition, after notice and an opportunity to cure (individually or collectively, a "<u>Licensing Impairment</u>") may be cause for termination of the Definitive Documentation or this Binding Agreement, as more particularly set forth in the Definitive Documentation, including the rights and remedies of the parties in</p>

	<p>the event of any termination as a result of any Licensing Impairment. For purposes of clarity, a Licensing Impairment may also include any relationship, conduct or determination that impairs the ability of a party or its affiliate to receive or retain a license or suitability determination in another gaming jurisdiction and which has an actual effect on licensure matters in Massachusetts.</p>
Tomasello Drive and Subdivision of the Parcel:	<p>Landlord (and its tenants, subtenants, invitees and guests and all those claiming through them) shall have the right to continue to use the portions of Tomasello Drive located within the Premises for pedestrian and vehicular access and egress and for the use, installation, maintenance, repair, expansion and replacement of utilities and for all other purposes, if any, for which Tomasello Drive is currently used by Landlord, in each case with respect to all of the foregoing, (i) in a manner consistent with the scope, character and nature of such activities as undertaken as of the Effective Date and that does not unreasonably interfere with Tenant's operations, (ii) solely to the extent permitted by applicable law and regulations , (iii) in current or other locations reasonably agreed upon by the parties or otherwise necessary for Landlord's operations as currently conducted; and (iv) subject to customary insurance, indemnity, maintenance, reimbursement, cost-sharing and relocation provisions.</p> <p>The parties shall work to complete a metes and bounds legal description of the Premises as soon as practicable and if not completed prior to the execution of the Ground Lease, the parties shall amend the Ground Lease to include such legal description once completed, but no later than the filing date of the Application. Tenant shall have the right to subdivide Landlord's real property to create a separate legal and taxable parcel for the Premises and Landlord shall reasonably cooperate, assist and support Tenant in connection with the foregoing; provided, however that any such subdivision plan shall not be recorded until the License Date (unless an earlier recording is required or advisable in connection with the pursuit of the License).</p>
Live Entertainment Venue Agreement:	<p>Tenant shall negotiate a live entertainment venue agreement in good faith with Wang Center for the Performing Arts, Inc., d/b/a Citi Performing Arts Center ("CPAC"), which agreement shall materially include the same economics as included in the existing agreement between CPAC and Landlord. Landlord shall assist Tenant with such negotiations. If Tenant is unable to agree upon such new agreement with CPAC prior to the filing of the Application, Tenant shall have no obligation to assume the existing agreement.</p>
GTECH Agreement:	<div style="background-color: black; height: 40px; width: 100%;"></div>
Non-Compete:	<p>None of Tenant, Tenant's parent, any of Tenant's affiliates or any direct or indirect owner or member of any of the foregoing persons (other than individual members of the tribe or limited partners or investors in Brigade funds or funds managed by in Brigade) or Landlord may develop, own, operate, finance or otherwise participate in the revenues from any gaming facility located within 60 miles of the Premises during the Term, or relocate the Project within such area. If any such party violates such non-compete clause, the available remedies shall include without limitation the right to seek to enjoin such activities and to seek damages</p>

	<p>and if a Tenant Party is the breaching party the Minimum Rent shall be increased by applying the Rent Escalation Formula.</p> <p>Notwithstanding the foregoing or anything to the contrary, nothing shall limit, prevent or prohibit Brigade or any affiliate thereof from holding, acquiring, selling or trading up to ■■■ of any debt issued by, or up to ■■■ of the total equity interests in, any person so long as Brigade or any affiliate thereof, as the case may be, does not undertake any such activity for the purpose of circumventing the restrictions contemplated by this "Non-Compete" Section.</p>
Triple Net Lease:	<p>The Ground Lease is intended to constitute a triple net lease and Tenant shall be responsible for the cost of all insurance, taxes and utilities with respect to the Premises and the Project commencing on the License Date. The obligations to pay Rent and the Landlord's obligations under the Definitive Documentation shall be independent covenants and Tenant shall only have the right to offset in the limited circumstances to be prescribed in the Ground Lease, which situations will include, by way of illustration and not exhaustive recitation, in connection with rent true-ups in favor of Tenant following audits.</p>
Tenant's books and records:	<p>Tenant shall maintain such books and records as are necessary to monitor Net Revenues for the purpose of calculating Percentage Rent and shall provide annual certified audited financial statements with respect to such Net Revenues. Landlord shall have the right, at its cost, to audit such books and records from time to time, and subject to the limitations set forth in the Definitive Documentation to confirm Tenant's compliance with the Definitive Documentation. If any audit reveals an underreporting of Net Revenues by more than ■■■, Tenant shall pay the cost of the audit. The parties shall promptly reconcile the results of any such audit, whether it reflects underreporting or over-reporting of Net Revenues.</p>
AS-IS:	<p>The Premises shall be delivered to Tenant as-is, where-is and subject to all faults. Landlord shall not make any representations or warranties with respect to the physical condition of the Property except as expressly provided herein.</p>
Financial Reporting:	<p>In addition to the annual audited and certified financial statements with respect to Net Revenue, Tenant shall submit to Landlord monthly, quarterly and annual financial reporting of the Tenant as described in the Definitive Documentation. Landlord shall maintain the confidentiality of such items as and to the extent set forth in the Ground Lease.</p>
End of Lease Term:	<p>Upon the expiration or earlier termination of the Ground Lease, the Tenant shall deliver the Premises to the Landlord, together with all improvements thereon (which shall not include any severable trade fixtures or any tangible or intangible personal property). If the Ground Lease expires or is actually terminated (either following a bankruptcy or otherwise), Tenant shall not have the right to sell the License or the Liquor License to any third party and shall instead assign the same to Landlord or its designee, subject to applicable laws and regulations and approvals that may be required by the Commission. If the Tenant does so transfer such licenses to a third party in contravention of the immediately preceding sentence, all proceeds thereof shall be payable to Landlord. Tenant shall have the right to purchase the Premises for fair market value upon the expiration of the Ground Lease. Provisions regarding orderly transition upon termination shall be generally consistent with the terms in the Penn National form of ground lease.</p>

<p>Confidentiality:</p>	<p>Each party hereto shall not, and shall cause each of its subsidiaries, agents and representatives not to, disclose to any person, except as required by applicable law, (i) the fact that discussions are taking place concerning the subject matter hereof or (ii) any of the terms contained in this Binding Agreement. For the purpose of clarity, in no event shall any party or any representative of any party represent or state publicly that any agreement has been reached until the execution of the Definitive Documentation except that the parties shall issue a joint press release that has been approved by the parties, host joint press conferences and make joint presentations, all as agreed by the parties prior to execution of the Definitive Documentation.</p>
<p>Exclusivity:</p>	<p>Upon execution of this Binding Agreement, each of Landlord and Tenant agrees that it shall not, and it shall cause each of its respective officers, members, partners, directors, equity holders, subsidiaries, affiliates subject to its control and representatives not to, directly or indirectly, negotiate any ground lease agreement or other form of definitive documentation with any person, entity or group (other than the parties hereto), solicit, initiate or encourage the submission of any indications of interest, proposals or offers of any kind or description from any person, entity or group (other than the parties hereto), or engage in any discussions or negotiations with any such person, entity or group, relating to the Project, the Premises, any Massachusetts gaming license, approval or qualification or any material assets of Landlord, or any transaction similar to those contemplated by this Binding Agreement that could have the effect of delaying, preventing or frustrating the transactions contemplated by this Binding Agreement. The remedy for a breach of the foregoing provision shall be liquidated damages in the amount of [REDACTED]</p>
<p>Governing Law for this Binding Agreement and the Definitive Documentation:</p>	<p>Commonwealth of Massachusetts, without regard to the conflict of laws principles thereof.</p>
<p>Waiver of Sovereign Immunity:</p>	<p>Tenant hereby expressly and irrevocably waives its sovereign immunity, as may be applicable, and any defense based thereon or deriving therefrom (including, without limitation, (a) any application or assertion of the exhaustion of tribal remedies or abstention doctrines or any application or assertion that, as a matter of law or comity, any suit, action or proceeding ("<u>Proceeding</u>"), be first or otherwise heard or brought before any tribal court, any other governmental or administrative authority of the Mohegan Tribe of Indians of Connecticut, or the membership of the Mohegan Tribe of Indians of Connecticut, and (b) any defense or assertion that federal or state laws of general applicability are inapplicable to Tenant from any Proceeding or from any legal process in any forum to permit the parties to this Binding Agreement or to any of the Definitive Documentation to enforce the provisions of this Binding Agreement or any of the Definitive Documentation against Tenant and to award and enforce any remedies provided for a breach thereof under this Binding Agreement or any of the Definitive Documentation. This waiver is intended to be construed broadly concerning enforcement and remedies as set forth in this Binding Agreement or any of the Definitive Documentation, including but not limited to, the recovery of monetary damages, and the performance or discontinuance of some specific action, specific performance or any equitable remedy of any kind or description.</p>

1. Binding Agreement Effect. This Binding Agreement is entered into for valuable consideration (the receipt and sufficiency of which is hereby acknowledged). This Binding Agreement is intended to be an agreement of the parties hereto with respect to the subject matter hereof, and it is understood that this Binding Agreement is intended to create a binding agreement.

2. Arbitration. The parties recognize that while the parties are negotiating the Ground Lease, the Equity Replacement Agreement and any other Definitive Documentation in good faith pursuant to this Binding Agreement, the parties may not be able to come to agreement with respect to the exact language to be included in such Definitive Documentation (a failure to come to agreement on exact language with respect to any Article of the Ground Lease or any subject matter section in the Definitive Documentation, each, an "Unresolved Provision"). Any Unresolved Provision shall be settled by arbitration administered by JAMS under its arbitration rules (the "Rules") then in effect, as modified by the provisions hereof. The venue for any such arbitration shall be Boston, Massachusetts.

Either Member may initiate an arbitration proceeding by delivering to the other and to JAMS a notice (the "Arbitration Notice"), in the event that the Definitive Documentation has not been executed by December 31, 2013. For the period of ten (10) days after receipt of the Arbitration Notice the parties shall attempt to agree on the selection of a single Qualified Arbitrator to be the "Arbitrator". As used herein, "Qualified Arbitrator" means a person with at least 15 years' experience negotiating, financing or enforcing ground lease transactions for new development or gaming use. To be a "Qualified Arbitrator", a person need not be a qualified JAMS panelist if the person otherwise has the expertise of a Qualified Arbitrator described in the previous sentence. If the parties cannot so agree upon one Qualified Arbitrator within such ten day period, each party shall deliver within five (5) additional days to the other a notice (an "Arbitrator Election Notice") stating its choice of a Qualified Arbitrator (each Qualified Arbitrator selected by a party, an "Arbitrator"). Within ten (10) days following their appointment, the two Arbitrators shall choose a third Qualified Arbitrator to act as an "Arbitrator". The Arbitrator(s) shall decide the Unresolved Provisions (by a majority decision if more than one Arbitrator) by "baseball arbitration" as set forth herein. The determination of the Arbitrator(s) in the foregoing proceeding shall be binding upon the parties. The following specific provisions shall apply in respect of any such arbitration proceeding:

- a. Within seven (7) days after the selection of the final Arbitrator as aforesaid, the parties shall agree upon the identity of all of the Unresolved Provisions and shall submit such list of Unresolved Provisions to the Arbitrator(s) (the "Unresolved Provisions List") and the parties shall submit to the Arbitrator(s) the Definitive Documentation provisions that are not Unresolved Provisions and are agreed by the parties.
- b. Within seven (7) days of the parties' agreement on the Unresolved Provisions List, each party shall simultaneously submit to the other and the Arbitrator(s) draft versions of the Definitive Documentation with such party's version of the Unresolved Provisions (with respect to each party, the "Submitted Provisions").
- c. On the date that is seven (7) days after the submission of the Submitted Provisions, each party shall simultaneously submit to the other and the Arbitrator(s) documentation or other writings to support its Submitted Provisions and, if it elects, to refute the Submitted Provisions of the other party (the "Supportive Documentation").
- d. On the date that is three (3) Business Days after the submission of Supportive Documentation (the "Final Submission Date"), (i) each party shall simultaneously submit to the other and the Arbitrator(s) a response to such other party's Supportive Documentation and (ii) any party or any Arbitrator may request a hearing regarding the Unresolved Provisions by sending written notice to the parties and the Arbitrator(s), in which case a hearing shall be held seven (7) days after the Final Submission Date.
- e. If a hearing is elected, the hearing shall be conducted as agreed by the parties and the Arbitrator(s).

The Arbitrator(s) shall issue a written decision within ten (10) days after completion of the arbitration hearing (or the

Final Submission Date if no hearing has been requested), selecting for each Unresolved Provision either the position asserted by Landlord or the position asserted by Tenant in their Submitted Provisions, in either case without compromise to either the position asserted by Landlord or Tenant, which decision shall be final and binding upon the parties, the parties hereby agreeing that when selecting between the Landlord's submission and the Tenant's submission for each Unresolved Provision, (i) the Arbitrator(s) shall select the Submitted Provision that best reflects market provisions for transactions of the type contemplated in the Definitive Documentation or if such Submitted Provision is the subject of the Binding Agreement, the Binding Agreement, (ii) the Arbitrator(s) will select Submitted Provisions that do not impair Landlord's ability to finance its interest in the Ground Lease or Tenant's ability to finance its interest in the Ground Lease in a manner that is commercially reasonable or that is otherwise reflected in this Binding Agreement and (iii) the Arbitrator(s) shall act consistently when selecting Submitted Provisions (*i.e.* if one Article of the Ground Lease ties to another Article, the Arbitrator(s) will select Submitted Provisions so that the Ground Lease operates as a cohesive agreement).

Except as set forth herein to the contrary or to the extent prohibited by the Rules, any dispute hereunder shall be resolved in accordance with any expedited procedures provided for in the Rules provided (i) that any notices in connection with an arbitration proceeding shall be delivered to the addresses set forth in the signature block below and (ii) a stenographic record of the arbitration hearing shall be made.

In the event of one Arbitrator, each party shall bear one-half of the cost of the Arbitrator; in the event of three Arbitrators, each party shall bear the cost of the Arbitrator selected by it and one-half of the cost of the third Arbitrator.

3. Miscellaneous. This Binding Agreement shall not be assignable without the prior written consent of the other parties hereto (and any purported assignment without such consent shall be null and void), is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto.

This Binding Agreement may not be amended or any term or provision hereof or thereof waived or modified except by an instrument in writing signed by each of the parties hereto, and any term or provision hereof or thereof may be amended or waived only by a written agreement executed and delivered by all parties hereto.

This Binding Agreement shall be governed by the internal laws of the Commonwealth of Massachusetts, without regard to conflict of laws principles.

No public announcement of this Binding Agreement or the transactions contemplated hereby shall be made by any party without the express prior approval of each other party hereto, except to the extent the parties expressly agree otherwise.

EACH OF THE PARTIES TO THIS BINDING AGREEMENT HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS BINDING AGREEMENT, THE TRANSACTION OR ANY DEALINGS AMONG THEM RELATING TO THE SUBJECT MATTER OF THIS BINDING AGREEMENT.

[Remainder of page intentionally blank; signature page follows]

Executed by the undersigned as of the date first set forth above.

STERLING SUFFOLK RACECOURSE, LLC,
a Massachusetts limited liability company

By: William J. Mulrow

Name: WILLIAM J. MULROW

Title: CHAIRMAN

Address: 525 McClellan Highway
East Boston, MA 02128
Attn: Chair of the Board

[Signatures Continued on Next Page]

MOHEGAN SUN MASSACHUSETTS, LLC,
a Delaware limited liability company

By: 

Name: Mitchell G. Etes

Title: Manager

Address: 1 Mohegan Sun Blvd.
Uncasville, CT 06382

Attn: Manager

BRIGADE LEVERAGED CAPITAL STRUCTURES FUND Ltd.,
a Cayman Islands exempted company

By: _____

Name:

Title:

Address: _____

Attn: _____

MOHEGAN SUN MASSACHUSETTS, LLC,

a Delaware limited liability company

By: _____

Name:

Title:

Address: _____

Attn: _____

BRIGADE LEVERAGED CAPITAL STRUCTURES FUND Ltd.,

a Cayman Islands exempted company

By:  _____

Name: Donald E. Morgan III

Title: Managing Member of its
Investment manager

Address: 399 Park Avenue 16th Floor
New York, NY 10022

Attn: Doug Pardon

Exhibit A

Plan of Premises

[See attached]

Note: To the extent that further research into the definitive municipal boundary line between the Cities of Revere and Boston, Massachusetts determines that any portion of the Leased Premises shown on the attached plan is located within the municipal boundary of the City of Boston, then such portion shall automatically be deemed to be removed from the Leased Premises. For the purpose of clarity, no portion of the Leased Premises shall be within the City of Boston.

ELKUS | MANFREDI
ARCHITECTS

300 A STREET
BOSTON MASSACHUSETTS 02119
Tel: 617-438-1300

REVERE CASINO

Boston, Massachusetts

Owner / Developer
Swafford Suffolk Racecourse LLC
111 Wadsworth Ave
East Boston, MA 02128
T: 617-567-3000

Owner's Representative
Paine Construction
1000 Avenue of the Americas
New York, NY 10018
T: 212-549-4500

Construction Manager
Suffolk Construction
65 Algonquin Street
Boston, MA 02119
T: 617-446-3000

Design Architect (Stage II)
Architect of Record
Elkus Manfredi Architects
300 A Street
Boston, MA 02119
T: 617-438-1300

Interior Architect - Stages I & II
Friedlander Group
4000 Chen Martin Drive
Las Vegas, NV 89103
T: 702-736-7477

Structural Engineer
McNamara / Savio, Inc.
150 Federal Street, 5th Floor
Boston, MA 02110
T: 617-737-0040

ME/FP Engineer
Vanderweil Engineers, Inc.
274 Summer Street
Boston, MA 02112
T: 617-433-7433

Civil Engineer
Nitch Engineering
2 Center Plaza, Suite 430
Boston, MA 02108
T: 617-338-0003

Geotechnical Engineer
Haley & Aldrich, Inc.
405 Medford Street, Suite 2000
Boston, MA 02129
T: 617-866-7400

Traffic Consultant
Vernice Hargen Brosini
101 Walnut Street
Watertown, MA 02471
T: 617-728-7777

Parking Consultant
Desman Associates
18 Townsend Street, Suite 300
Boston, MA 02106
T: 617-778-9682

AV/Data/Security Engineer
Vanderweil Engineers, Inc.
274 Summer Street
Boston, MA 02112
T: 617-433-7433

Lighting Consultant
Fisher Stevens Evans
20 West 19th Street, Floor 8
New York, NY 10011
T: 212-691-2020

Vertical Transportation
Joseph Neils & Associates, Inc.
1000 Avenue of the Americas
New York, NY 10018
T: 212-558-4890

PROJECT NUMBER: 11143 (RITCHEY) 11/13

DATE: November 11, 2013

REVISIONS:

REVISIONS:

SCALE:

DRAWING NAME:

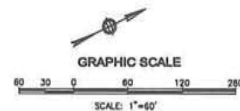
REVERE LOT PLAN

DRAWING NUMBER:

RLP

11/20/13 11:30 AM

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All of the Property
excepting & excluding
① any land within the
Boston municipal
boundaries
② Lot 3/Racing Parcel

