MEMORANDUM OF AGREEMENT

By and Between the Town of Plainville, Massachusetts and Ourway Realty, LLC

This Agreement ("Agreement") is made and entered into as of July ______, 2013 (the "Effective Date"), by and between the Town of Plainville, Massachusetts (the "Town" or "Plainville"), a municipality in the Commonwealth of Massachusetts, and Ourway Realty, LLC, doing business as Plainridge Racecourse ("Plainridge" and, collectively with the Town, the "Parties").

RECITALS

The following are the recitals underlying this Agreement:

Plainridge currently operates a harness racing and simulcasting facility located on property comprised of 88.9± acres, known and numbered as 301 Washington Street, Plainville, MA (the "Project Site").

Plainridge has filed an initial (phase 1) application to the Massachusetts Gaming Commission (the "Commission") for a Category II gaming license and intends to file a final (phase 2) application, and plans to expand the existing facility to develop a gaming addition to contain One Thousand Two Hundred and Fifty (1250) slot machines on the Project Site (the "Project").

The Town and Plainridge have agreed to the terms of a Host Community Agreement with respect to the Project.

The Board of Selectmen of the Town (the "Board") and Plainridge further desire to reach an agreement with respect to Plainridge's employment of public safety details with respect to the future operation of the Project.

Accordingly, the Parties for good and valuable consideration, the receipt of which is hereby acknowledged, enter into this Memorandum of Agreement to effectuate the purposes set forth above and to be bound by the provisions set forth below:

Section 1. Details

Until this Memorandum of Agreement is amended or terminated, Plainridge shall continue to engage at least one Plainville Police Officer detail during all hours that the facility is open to the public for any form of gaming, on terms consistent with current practice, except as may be otherwise agreed by Plainridge and the Board. Plainridge will likewise engage at least two Plainville Firefighter/Emergency Medical Technician/Paramedic details during all hours of live racing at the Project Site and shall provide a suitably equipped ambulance for such purpose

on terms consistent with current practice, except as may be otherwise agreed by Plainridge and the Board.

Section 2. Annual Review

If requested by Plainridge, Plainridge and the Town's Board of Selectmen shall meet on an annual basis for the purpose of reviewing public safety plans and practices at the Plainridge gaming facility. The first such meeting shall occur within thirty (30) days after the first six months of Full Commencement of Operations, as defined under the aforementioned Host Community Agreement, provided that Plainridge shall have requested such meeting in writing at least thirty (30) days prior to such anniversary. Subsequent meetings shall occur on or as close to the anniversary date of the first meeting as practicable.

During any such meetings, Plainridge may provide such information as it believes relevant to the question of whether it should be required to continue to employ the aforementioned details. Such information may include, but shall not be limited to, information relating to the role and efficacy of the Massachusetts State Police, private security and other security and public safety services in maintaining order and public safety at the Project.

The parties shall work together in good faith in resolving any request by Plainridge to change the aforementioned details. However no change shall occur unless there is mutual agreement among the Town and the Board, which shall have the authority to make any changes hereunder on behalf of the Town.

Section 3. Notices

Any notices, consents, demands, requests approvals or other communications issued under this Agreement shall be made in writing and shall be delivered by hand, overnight delivery service or certified mail (return receipt requested), to the other party at the following addresses:

If to the Town:

Board of Selectmen, Town of Plainville care/of Office of the Town Administrator

142 South Street PO Box 1717

Plainville, MA 02762

With copy to:

Jonathan M. Silverstein Kopelman and Paige, P.C. 101 Arch Street, 12th Floor Boston, MA 02110

If to PLAINRIDGE: Ourway Realty, LLC

301 Washington Street Plainville, MA 02762 Attn: President With copy to:

Andrew D. Myers, Esq.

Davis, Malm & D'Agostine, P.C. One Boston place, 37th Floor Boston, MA 02108

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement to be effective as of the date first above written.

Town of Plainville, Massachusetts	Ourway Realty, LLC
By: Solut H Senny Ja	Ву:
Title: Chairman, board of Severmen	Title: Prendust
By: Par Par	
Title: <u>Sevectman</u>	
By: andrea Soney	
Title: <u>Selectina</u>	