



**2017
HORSE RACING LICENSE APPLICATION**

Plainville Gaming and Redevelopment, LLC
(Plainridge Park Casino)

REDACTED



Plainville Gaming and Redevelopment, LLC



**PLAINRIDGE PARK
CASINO**

Application for License to Hold or Conduct a Racing Meeting at Plainridge Racecourse for Calendar Year 2017

September 30, 2016



PLAINRIDGE PARK
CASINO

September 30, 2016

Massachusetts Gaming Commission
101 Federal St. 12th Floor
Boston, MA 02110

Dear Commissioners,

Plainville Gaming and Redevelopment, LLC ("PGR") is pleased to submit the enclosed *Application for License to Hold or Conduct A Race Meeting* for the calendar year 2017. PGR is applying for a license to conduct a Harness Horse race meeting at Plainridge Park Casino.

PGR has conducted the 2016 Harness Horse race meeting that is scheduled to conclude at the end of November, after completing 115 days of successful racing. The 2017 application contains an aggressive 125 racing days to be conducted from early April through the end of November. We are looking forward to another successful racing season in 2017.

Should you have any questions regarding this application, please do not hesitate to contact us.

Sincerely,

Steve O'Toole
Director of Racing
Plainridge Park Casino
Plainville Gaming and Redevelopment, LLC

2016 SEP 30 PM 2:09

MASSACHUSETTS GAMING
COMMISSION



Division of Racing

APPLICATION FOR LICENSE TO HOLD OR CONDUCT A RACING MEETING

APPLICATION OF: Plainville Gaming and Redevelopment, LLC

FOR LICENSE TO HOLD OR CONDUCT A RACING MEETING AT:

Plainridge Park Casino FOR CALENDAR YEAR 2017.

Pursuant to the provisions of Chapter 128A of the General Laws of the Commonwealth of Massachusetts, inserted by Chapter 374 of the Acts of 1934, as amended, the Applicant hereby makes application for license to hold or conduct a Harness Horse racing meeting at Plainville County of Norfolk.

As used in this application the word "applicant" has the following meanings, respectively: In case of an individual applicant, the applicant. In case of a partnership applicant, all partners, including limited and silent partners. In case of a corporate applicant, all officers, directors, stockholders of record, persons owning the beneficial interest in any stock, subscribers to any stock and persons who voted any of the voting stock at the last stockholders. In the case of an LLC, all members and managers. In the case of a trust, all trustees. In the case of an unincorporated association, all members of the association.

Attached hereto, is a certified check or bank draft payable to the Massachusetts Gaming Commission in the sum of \$ 2,100.00 which is the greater of .0013 times the average daily handle for the racing meeting that occurred in 2016 or Three hundred dollars (\$300.00).

Applicant has provided the Massachusetts Gaming Commission with a surety bond issued by surety qualified to do business in the Commonwealth of Massachusetts and approved by the Commission in the amount of \$125,000 in accordance with Section 3(o) of Chapter 128A of the General Laws.

1. The name of the applicant:
Plainville Gaming & Redevelopment, LLC
2. The post office address of the applicant:
301 Washington St., Plainville, MA 02762
3. Address of principal office:
825 Berkshire Blvd., Wyomissing, PA 19610
4. Trade name, if any, under which business is or is to be conducted:
Plainridge Park Casino
5. The location of the race track where it is proposed to hold or conduct such meeting, including street address, municipality and county.
301 Washington St., Plainville, MA 02760
6. The days on which it is intended to hold or conduct such a meeting, the number of races to be run daily and the minimum purse per race.
See attached Exhibit #6
7. The hours of each day between which it is intended to hold or conduct racing at such meeting in accordance with c. 128A §2 (5).
Between the Hours of 10AM and 9PM
8. Name and address of attorney, if any, of the applicant:
Carl Sottosanti, Senior VP & General Counsel, PNGI, 825 Berkshire Blvd., Wyomissing, PA 19610
9. Applicant is (check one):
 - An individual
 - A limited partnership
 - An unincorporated association
 - A general partnership
 - A trust
 - A corporation
 - An LLC
 - Other (specify)

(f) Is the beneficial owner of any stock or share of business entity a person other than the owner of record or subscriber?

___ YES X NO

If the answer to this question is yes, submit as **Exhibit 11(f)** a statement showing:

- (1) The name of the owner of record, or subscriber
- (2) The name of the beneficial owner
- (3) The conditions under which the owner or subscriber holds and votes or has subscribed for such stock or share of business entity
- (4) Whether applicant has any other obligations or securities authorized or outstanding which bear voting rights whether absolutely or upon any contingency
- (5) The nature of such securities
- (6) The face value or par value
- (7) The number of units authorized
- (8) The number of units issued and outstanding
- (9) The number of units, if any, proposed to be issued
- (10) The conditions or contingency upon which such securities may be voted
- (11) Facts showing whether or not such securities have been voted or entitled to be voted in in the period commencing five (5) years prior to this application.

(g) Does the applicant have officers, directors, members or managers who are also officers, directors, members, or managers of any other race track that is or has been licensed by this or any other racing or gaming commission?

X YES ___ NO

If the answer to this question is yes, submit as **Exhibit 11(g)** a list of such officers, directors, members or managers, the race track or gaming facility involved, the date of licensure, the type of license and the jurisdiction in which such race track or gaming facility is located.

12. (a) Has applicant or any of its officers, directors, members, or managers had a race track or gaming license revoked by order of decree of any Federal or State Court or any State Racing or Gaming Commission?

Please see attached Exhibit #12
regarding Penn National Gaming, Inc. ___ YES X NO

If the answer to this question is yes, submit as **Exhibit 12(a)** a list of such licensees, the name of the court or commission that revoked the license, the date the license was revoked and the reason for the revocation.

(b) Have voluntary proceedings in bankruptcy been instituted by, or have involuntary proceedings in bankruptcy ever been brought against applicant or any officer, director, member or manager of applicant?

YES NO

*If the answer to this question is yes, submit as **Exhibit 12(b)** a list describing the name of the person or entity filing for bankruptcy, the type of petition filed in bankruptcy, the date of the filing, the court in which filed and the date of final discharge, or if ongoing, indicate the expected date of final discharge.*

(c) Are there outstanding any unsatisfied judgments, decrees or restraining orders against applicant or any officer, director, member or manager of applicant?

YES NO

*If the answer to this question is yes, submit as **Exhibit 12(c)** a list describing the type of the judgment, the court or other body entering the judgment, the date of the judgment, the person against whom the judgment is entered, the amount of the judgment and the reason why the judgment is unsatisfied.*

13. Does the applicant or any of its officers, directors, members, or managers, have now, or have ever had, any direct or indirect financial or other interest in:

(a) Any harness horse, running horse, or dog racing meeting conducting legalized pari-mutuel wagering?

YES NO

*If the answer to this question is yes, submit as **Exhibit 13(a)** a list describing the name of the officer, director, member or manager having the interest, the type of the interest, the amount of the interest, the name of the entity in which the interest is held, and the location of the entity and the jurisdiction licensing the entity.*

(b) Any application other than this pending before the Massachusetts Gaming Commission?

YES NO

*If the answer to this question is yes, submit as **Exhibit 13(b)** a list of all such applications, the type of application, the date such application was filed, the date the application was granted or rejected or whether the application is currently pending.*

(c) Any application for a racing license or a gaming license which has been denied by the Massachusetts Gaming Commission, the predecessor Massachusetts State Racing Commission or any other State Commission or authority?

___ YES X NO

*If the answer to this question is yes, submit as **Exhibit 13(c)** a list of all such applications, including the jurisdiction in which it was filed, the type of application, the date the application was denied, the name of the applicant, and the reason for such denial.*

(d) Any harness horse, running horse, or dog racing meeting conducting pari-mutuel wagering in a State where pari-mutuel wagering, betting, pool making or gambling was not or is not legalized by State law?

___ YES X NO

*If the answer to this question is yes, submit as **Exhibit 13(e)** a list of such racing meetings, the jurisdiction where the racing meetings are located and the date such racing meetings occurred.*

14. How does applicant control the real property on which the race track is located (indicate by check mark):

- Fee Simple Ownership
 Lease
 Other Authority

(a) If a previous racing applicant, please state any new changes to real property plot plan from previous year. If not a previous racing applicant, submit as **Exhibit 14(a)** the exact description, by metes and bounds, number of acres in premises, a plot plan showing the entire premises with all buildings presently on premises or proposed to be erected on said premises, information showing accessibility by highway, railroad and/or other means of public transportation, population within a 50 mile radius, and distances from principal cities, within said 50 mile radius. If applicant does not control the real property on which the race track is located by fee simple ownership, include the name and address of the fee simple owner or lessor of the real property. If the fee simple owner or lessor is a corporation, LLC, partnership or other business entity, also include a list of the officers, directors, managers, member or other persons with an interest in the fee simple owner or lessor. No changes to previously submitted Exhibit

(b) Does the applicant have and maintain control of the personal property necessary to operate and maintain the race track, including equipment and have and maintain control over the entire operation? Yes

*Submit as **Exhibit 14(b)** a list describing all agreements relating to the operation and control of all equipment, personal property or other operational matters. This includes any agreement pertaining to operation of food, beverage, parking or other concessions, printing of programs or other materials, equipment leases, and subcontracting of services necessary to maintain and operate the race track. This also includes any financial interests, such as loans, and any agreement that, in the event of a default under such agreement, would have the consequence of creating a change in control of the race track.*

15. Has applicant's entire premises been approved by local authorities in accordance with Section 13A of Chapter 128A of the General Laws? Yes

*Submit as **Exhibit 15** a copy of the applicant's approval. If applicant's premises have not been approved in accordance with c.128A §13A, explain why such approval was not obtained.*

16. Is the applicant delinquent in the filing of any report or the payment of any tax as required by Chapter 128A of the General Laws of the Commonwealth of Massachusetts or delinquent in the filing of any other report or the payment of any other tax required by the laws of the Commonwealth of Massachusetts?

YES NO

*If the answer to the question is yes, submit as **Exhibit 16** list of all delinquencies, the reason for such delinquencies and when all delinquencies will be cured.*

17. Submit as **Exhibit 17** a copy of all executed agreements with representative horsemen's organizations.

18. If license is granted applicant will carry:

(Check)

Workmen's Compensation Insurance	<u>X</u>	YES	<u> </u>	NO
Public Liability Insurance	<u>X</u>	YES	<u> </u>	NO
Jockey Insurance	<u> </u>	YES	<u>X</u>	NO
Drivers' Insurance	<u>X</u>	YES	<u> </u>	NO

Submit as **Exhibit 18** copies of all policies of insurance carried by applicant as well as a statement setting forth all other types of insurance carried for the protection of employees and patrons.

19. Submit as **Exhibit 19** the following information if not a previous racing applicant. If a previous racing applicant, please state any new changes:

(a) Grandstand: No changes to previously submitted Exhibit

- (1) Seating capacity
 - Box Seats
 - Reserved Seats
 - General Admission
 - Total seating capacity
- (2) Is Grandstand enclosed?
- (3) Is Grandstand heated?
- (4) Is any portion of Grandstand air conditioned?
- (5) Type of construction of Grandstand
- (6) Ground area covered by the Grandstand

(b) Club House

- (1) Seating Capacity
 - Box Seats
 - Reserved Seats
 - General Admission
 - Total seating capacity
- (2) Is Club House enclosed?
- (3) Is Club House heated?
- (4) Is any portion of the Club House air conditioned?
- (5) Type of construction of Club House
- (6) Ground area covered by the Club House

(c) Bleachers

- (1) Seating Capacity
- (2) Type of construction of Bleachers
- (3) Ground area covered by the Bleachers

(d) Parking Space:

- (1) Area
- (2) Automobile capacity
- (3) Is parking area lighted?
- (4) Is parking area treated? And if so how?
- (5) Is parking area numbered?
- (6) Is charge made for parking? And if so how much?
- (7) Are the parking area and walkways cleared of snow and ice?

(e) Number of pari-mutuel ticket windows provided:

Grandstand: ____ Selling: ____ Cashing: ____

Club House: ____ Selling: ____ Cashing: ____

Other Locations: ____ Selling: ____ Cashing: ____

(f) Toilet facilities for patrons of each sex in Grandstand, Club House and/or other locations.

(g) System of sewerage disposal. If not connected to main sewerage system give details of system used.

(h) Number of outlets for fresh, pure drinking water for patrons in grandstand, clubhouse and/or other locations.

No changes to previously submitted Exhibit

20. Submit as **Exhibit 20** a detailed statement of security measures which will be employed for the protection of patrons, employees, occupational licensees and horses and the control of traffic within the premises and on roads leading to and from the said premises. This statement should include but not be confined to:

- (a) Number of uniformed police officers to be on duty each day inside the track;
- (b) Whether such police officers will be regular police officers or special officers;
- (c) Number of uniformed police officers detailed to traffic within the premises and on roads leading to and from the premises before, during and after racing hours;
- (d) Number of plain clothes officers or detectives assigned within the track proper;
- (e) System to be used for the detection and suppression of illegal gambling within the premises of the applicant;
- (f) System to be used in the detection and barring of pick-pockets, touts and other undesirable characters;
- (g) Name of person who will be in charge of security within the track proper;
- (h) Name of person who will have supervision of traffic control within the premises of the applicant and will act as liaison between the applicant and local police authorities in the control of traffic outside of the premises of the applicant;
- (i) Name of police authority that has been consulted in setting up security measures within the track and the control of traffic within and outside of the premises of the applicant.
- (j) System used to protect money received by the track, including security systems protecting the cash room and measures taken to ensure that all wagering equipment is working properly and free from tampering.

21. Submit as **Exhibit 21**, a description of the following:
If a previous racing applicant, please state any new changes from the previous year:

- (a) Size of Track No changes to previously submitted Exhibit
- (b) Number of Chutes
- (c) Number of Stables
- (d) Number of Stalls
- (e) Number of Tack Rooms
- (f) Number of Tack Rooms Heated
- (g) Number of Shower baths in stable area
- (h) Toilet facilities in stable area
- (i) Fire protection in stable area including:
 - Number of sprinklers
 - Number of fire alarm boxes
 - Other fire protective measures in stable area
- (j) A detailed statement of measures which will be employed in the policing of the stable area. This statement should include but not be confined to:
 - (1) Is stable area enclosed? If so, describe method of enclosure
 - (2) Number of gates to enclosure, where located and method of control;
 - (3) System of passes to be issued to persons employed in stable area;
 - (4) Method to be followed in allowing persons in and out of stable area;
 - (5) Number of uniformed police officers to be assigned to the stable area indicating the number in daytime hours and nights;
 - (6) Number of plain clothes officers or detectives to be assigned to the stable area, days and nights;
 - (7) Name of person who will be in charge of policing in the stable area.
- (k) Recreation room
- (l) Track Kitchen, including seating capacity
- (m) Size of jockey or driver's room and equipment available including number of shower baths, toilets, hot-boxes, etc.
- (n) List of other accommodations, facilities or services in stable area.
- (o) List any other accommodations, facilities or services for the benefit of the patrons attending.

22. Submit as **Exhibit 22** the trade name of any of the following equipment used at the track- date of purchase or the date of present contract or lease and expiration date of said contract:

- (a) Pari-Mutuel Equipment
- (b) Starting Gate
- (c) Photo Finish Camera
- (d) Film Patrol
- (e) Timing Devices
- (f) Inter-communication system
- (g) Public Address System
- (h) Closed Circuit Television System
- (i) Horse Shoe Board
- (j) Scales

23. Submit as **Exhibit 23**
If a previous racing applicant, please state any new changes from the previous year:
- (a) A copy of applicant's employee handbook
 - (b) A copy of all of applicant's policies and procedures regarding internal controls including but not limited to those policies that deal with the handling of money, or the placing of wagers both in person and via telephone or other methods
 - (c) A copy of applicant's audit committee and compliance committee charters as well as a list of the audit and compliance committee members and their relationship to the applicant
 - (d) Any other policies that indicate that applicant meets general industry standards for business and financial practices, procedures, and controls.
- No changes to previously submitted Exhibit 23A, 23B & 23D - see attached revised 23C
24. Submit as **Exhibit 24** a copy of the applicant's most recent audited financial statements, most recent audited or unaudited quarterly financial statement, an audited profit and loss statement for the applicant's most recent fiscal year, a statement showing the total gross receipts for the past five calendar years received by each concessionaire operating at the race track and the amount paid to the applicant. If the receipts to the applicant are based on other than the gross receipts, explain how the receipts are calculated. Also include a description of any interest held by the applicant or any officer, director, member, manager, majority shareholder or partner in any concessionaire.
25. Submit as **Exhibit 25** a statement setting forth the reasons why the applicant believes that the dates applied for will be beneficial to the public, the Commonwealth, the applicant and the Commonwealth's thoroughbred or Standardbred owners and trainers and Massachusetts based vendors and suppliers.
26. Submit as **Exhibit 26** the following information:
- (a) Actual amount of purses paid in the last calendar year
 - (b) Estimated amount of purses to be paid in the next calendar year
 - (c) Actual handle generated by applicant on its live races in the last calendar year (all sources)
 - (d) Direct employment numbers attributable to applicant in the last calendar year as evidenced by the number of people who received a Form W-2 and / or Form 1099 MISC and direct employment numbers of employees who are citizens of the Commonwealth
 - (e) Indirect employment numbers attributable to applicant in the last calendar year as evidenced by statements from sub-contract companies (such as concession workers, security guards, tote personnel, etc.) as to employees assigned to applicant's facility
 - (f) Number of occupational licenses attributable to applicant in the last calendar year
 - (g) Amount of tax revenue and other revenues paid to the Commonwealth in the last calendar year including total Massachusetts income tax withheld from employees, Massachusetts sales taxes paid to the Commonwealth, Massachusetts corporate taxes actually paid or payable for the most recent fiscal year, and real estate taxes, as evidenced by appropriate source documents such as Forms W-2, M941, sales tax remittance forms, etc.
 - (h) Total pari-mutuel revenue generated and paid to the Commonwealth in the last calendar year including state commissions, assessments, association license fees, occupational license fees, fines, penalties and miscellaneous revenues, other than unclaimed wagers, paid to the Massachusetts State Racing Commission and Massachusetts Gaming Commission.

27. Include as **Exhibit 27** a master list of requested simulcast imports. A new form (“Licensee Request for Simulcast Import”) MUST be completed for EACH signal and submitted to the Commission no later than November 29 of each calendar year. Approval letters from the host racetrack’s regulatory authority and both representative horsemen’s groups must be on file with MGC by the close of business on the day prior to the first day of import.
28. Include as **Exhibit 28** a master list of requested simulcast export outlets with this application. Such list should identify all secondary, satellite, and/or guest sites serviced by the primary outlet. In addition, a new form (“Licensee Request for Simulcast Export”) MUST be completed for each signal and submitted to the Commission, along with an approval letter from the applicant’s representative horsemen’s group, no later than 30 days before the first scheduled day of the live race meet.
29. Include as **Exhibit 29** a request for authorization for a system of account wagering in accordance with 205 CMR 6.20: General Account Wagering. The request shall include information related to any planned, non-monetary, incentive programs and account security plans. If a service provider is used, include copies of any and all agreements between the service provider and the applicant regarding the services to be provided by the service provider to the applicant in respect to the applicant’s account wagering operations

30. General Conditions

- (1) Approval of a race meeting by the Commission does not establish the Commission as the insurer or guarantor of the safety or physical condition of the association's facilities or purse of any race.
- (2) By submitting this application, applicant agrees to indemnify, save and hold harmless the Commission from any and all liability arising from unsafe conditions at the applicant’s premises and default in payment of purses.
- (3) Applicant shall provide the Commission with a certificate of liability insurance as required by the Commission.
- (4) Applicant shall maintain in an approved depository, those amounts deducted from the pari-mutuel handle for distribution for the purposes specified in the Ch. 128A, 128C, and Commission rules.
- (5) Applicant and its managing officers are jointly and severally responsible to ensure that the amounts retained from the pari-mutuel handle are distributed according to the Ch. 128A, 128C, and Commission rules and not otherwise.
- (6) Applicant and its managing officers shall ensure that all purse monies, disbursements and appropriate nomination race monies are available to make timely distribution in accordance with Ch. 128A, and Commission rules.

The applicant agrees, if a license is issued, to abide by and comply with the provisions of Chapters 128A and 128C of the General Laws now in effect or as hereafter amended and any rules and regulations heretofore or hereafter promulgated by the Massachusetts Gaming Commission. The applicant agrees that that if a license is granted, it will become the duty of the applicant as long as the license shall remain in effect, to file with the Massachusetts Gaming Commission such reports as may be required by Chapters 128A and 128C of the General Laws now in effect or as hereafter amended and such rules and regulations as it has adopted or may hereafter adopt, and to make such payments as may be required by law, and for failure so to do, the licensee shall incur the penalties set forth in Chapters 128A and 128C of the General Laws, or in such rules and regulations as said Massachusetts Gaming Commission has adopted or may hereafter adopt.

The applicant agrees to comply with all federal, state or local laws, rules, regulations or ordinances, now in effect or hereafter adopted applicable to applicant's activities allowed under a license granted by the Commission.

The applicant agrees that any construction on the premises covered by a license granted by the Commission shall be subject to the inspection of Commission and to that end further agrees that the Commission, its agents, representatives or employees, shall have access to the same during construction, and further agrees to so construct in strict accordance with such plans and specifications as may hereafter be approved by the Commission and to pay for the cost and expense incurred for the study and approval of the plans and specifications and inspection of the construction by said Massachusetts Gaming Commission. The applicant agrees that all buildings erected or to be erected on the premises here involved may be inspected by the Massachusetts Gaming Commission and their duly authorized agents, representatives or employees at any time, with or without prior notice to applicant.

Applicant agrees that all exhibits, statements, plans reports, papers, etc. submitted with the application are made a part hereof and are incorporated into this application as if set forth herein in full.

Applicant states under penalty of perjury that the answers provided in this application are true and correct. Applicant agrees that any license which may hereafter be granted is predicated upon statements and answers herein contained and that if the Commission determines that any information provided herein is false or misleading said license may be revoked.

Applicant:

By:



Date:

September 22, 2016

WITNESS:

Amea Carol Squadrato

WITNESS:

Amenda Garber

ATTEST:

Secretary (Affix Corporate Seal)

AFFIDAVIT BY LIMITED LIABILITY COMPANY APPLICANT

Pennsylvania
Commonwealth of ~~Massachusetts~~, County of Berks

Saul V. Reibstein, being duly sworn, upon his oath deposes and says that:

- 1. Saul V. Reibstein is the Sole Member Treasurer of Massachusetts Gaming Ventures, LLC, of the Limited Liability Company named as the applicant and signed the foregoing application.
- 2. Saul V. Reibstein was duly authorized to sign said application in its name and in its behalf.
- 3. Saul V. Reibstein has read and fully understands all of the questions pertaining to such applicant and that all of the foregoing answers, statements and declarations made thereto are true.

Subscribed and sworn to before me this 22nd day of September, 2016.



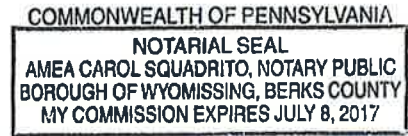
Signature of Affiant



Signature of officer administering oath

Notary Public

Title of such officer





Vicki Nobinger, Surety Assistant

Marsh USA Inc.
1717 Arch Street, 10th Floor
Philadelphia, PA 19103-2797
Vicki.D.Nobinger@marsh.com
www.marsh.com

September 27, 2016

Jeremy Trubilla
Penn National Gaming Inc.
835 Berkshire Boulevard, Suite 200
Wyomissing, PA 19610

Subject: Renewal Continuation Certificate

Principal: Plainville Gaming and Redevelopment, LLC
Obligee: Commonwealth of Massachusetts
Bond Description: Other License/Permit - License to conduct a racing meeting
Bond Amount: \$125,000.00
Bond Number: K08850781
Surety Name: Westchester Fire Insurance Company

Dear Jeremy:

Enclosed is continuation certificate for the above-referenced bond. Please recheck the bond for accuracy before you file it with the obligee.

In the event this bond is no longer required, please return the enclosed documents to Marsh so we may advise the surety company and obtain a flat cancellation on this bond on your behalf.

If you have any questions, please feel free to contact your Client Advisor, Marina Kenney. Thank you for allowing Marsh to service your surety needs.

Sincerely,

Vicki Nobinger
Surety Assistant to Marina Kenney

/vn

Enclosure

CONTINUATION
CERTIFICATE

Westchester Fire Insurance Company

, Surety upon

a certain Bond No. K08850781

dated effective September 24, 2013
(MONTH-DAY-YEAR)

on behalf of Plainville Gaming and Redevelopment, LLC
(PRINCIPAL)

and in favor of Commonwealth of Massachusetts
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on January 01, 2017
(MONTH-DAY-YEAR)

and ending on December 31, 2017
(MONTH-DAY-YEAR)

Amount of bond \$125,000.00

Description of bond Other License/Permit - License to conduct a racing meeting

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on September 27, 2016
(MONTH-DAY-YEAR)

Westchester Fire Insurance Company

By

Vicki Nobinger

Vicki Nobinger, Attorney-in-Fact

State of Tennessee }
County of Knox } ss:

On September 27, 2016, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Vicki Nobinger

known to me to be Attorney-in-Fact of Westchester Fire Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires August 31, 2019


Michelle Lute-Heatherly Notary Public



Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment")

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested

Does hereby nominate, constitute and appoint Carolyn E Wheeler, Joy M Williams, Julie Karnes, Loretta M Jones, Mary Y Volmar, Rachel A Chaveriat, Sandra G King, Tara W Mealer, Vicki Nobinger, all of the City of KNOXVILLE, Tennessee, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Five million dollars & zero cents (\$5,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 15 day of August 2016.

WESTCHESTER FIRE INSURANCE COMPANY

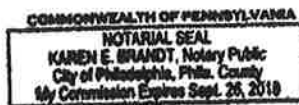


Stephen M Haney
Stephen M Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 15 day of August, AD. 2016 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



Karen E Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 27th day of September, 2016



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER March 07, 2018



EXHIBIT 6

The days on which it is intended to hold or conduct such a meeting, the number of races to be run daily and the minimum purse per race.

Mondays, Tuesdays & Thursdays in April, starting April 10

Mondays, Tuesdays, Thursdays & Fridays May through November

Excluding Monday & Tuesday July 3 & 4, Monday September 4 and Thursday November 23

Post Time: April through September 1st 4:00 PM

September 5 through October 31 2:30 PM

November 1:00 PM

Please see attached 2017 racing calendar

7 to 14 Races per Day

Minimum Purse by agreement with the HHANE is \$2,000.00, however the average minimum purse offered in 2016 was \$3,700.00



PLAINRIDGE PARK
CASINO

2017 Live Racing Calendar

APRIL						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24	25	26	27	28	29

9 Race Days

MAY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

18 Race Days

JUNE						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

18 Race Days

JULY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24/31	25	26	27	28	29

15 Race Days

AUGUST						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

18 Race Days

SEPTEMBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

16 Race Days

OCTOBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

18 Race Days

NOVEMBER						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

13 Race Days

	4:00 PM Post Time
	2:30 PM Post Time
	1:00 PM Post Time

EXHIBIT 11A

Submit as Exhibit 11 (a) the name, place, date of birth and legal residence of each shareholder, member, manager, partner and/or officer of applicant and the office held by each.

Plainville Gaming and Redevelopment, LLC is member-managed by Massachusetts Gaming Ventures, LLC, and is ultimately a subsidiary of Penn National Gaming, Inc. It has no officers or directors.

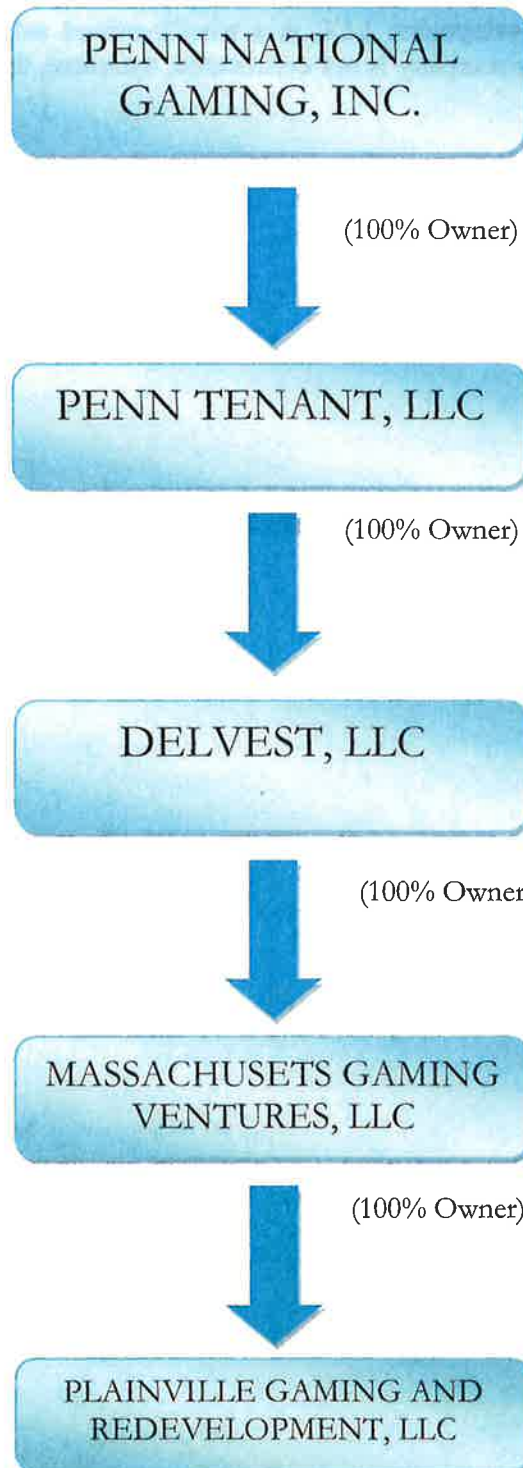


EXHIBIT 11B

Submit as Exhibit 11 (b) a statement showing (a) class of stock issued or to be issued (designate which), (b) par value, (c) vote per share, (d) number of shares authorized, (e) number of shares issued (f) number of shares subscribed, and (g) total number of shares and the percentage of shares owned by each shareholder.

Plainville Gaming and Redevelopment, LLC is a wholly-owned subsidiary of Massachusetts Gaming Ventures, LLC. This company is not certificated; therefore, there are no shares of stock issued or outstanding.

EXHIBIT 11C

If applicant is a foreign corporation, LLC or partnership, submit as Exhibit 11 (c) a statement listing the state of formation, the entity's qualification to do business in Massachusetts and the name and address of the registered agent for service of process in Massachusetts.

Plainville Gaming and Redevelopment, LLC is a Delaware, LLC, qualified to do business in the Commonwealth of Massachusetts. The entity's registered agent is CT Corporation System, 155 Federal Street, Suite 700, Boston, MA 02110. Please see attached **Exhibit 11C-1**, certificate of formation in Delaware, and **Exhibit 11C-2**, evidence of Massachusetts qualification.

**CERTIFICATE OF AMENDMENT
OF A
FOREIGN LIMITED LIABILITY COMPANY**

Federal Employer Identification No.

1. The name of the foreign limited liability company is:

SPRINGFIELD GAMING AND REDEVELOPMENT, LLC

1a. The name, if different, under which it is registered and doing business in the Commonwealth is:

2. Its jurisdiction of organization and date of organization is: DELAWARE; 10/08/2012

3. The date its Application for Registration was filed with the Massachusetts Secretary of the Commonwealth is: 10/12/2012

4. The name and business address, if different from its principal office location, of each manager:

None

5. The name of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property whether to be filed with the registry of deeds or a district office of the land court, if any, and business address, if different from its principal office location:

Saul V. Reibstein
825 Berkshire Boulevard, Suite 200
Wyomissing, PA 19610

6. The amendment to its Application for Registration is as follows:

Article 1a in the Foreign Limited Liability Company Application for Registration is hereby amended as follows:

The exact name of the limited liability company: Plainville Gaming and Redevelopment, LLC.

The name of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property and their business address is:

Saul V. Reibstein
825 Berkshire Boulevard, Suite 200
Wyomissing, PA 19610

DATED: April 3, 2015

SPRINGFIELD GAMING AND REDEVELOPMENT, LLC
(Limited Liability Company Name)

By: 

Western Mass. Gaming Ventures, LLC, member
Saul V. Reibstein, Treasurer

(Print Name)

Delaware

PAGE 1

The First State


I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "SPRINGFIELD GAMING AND REDEVELOPMENT, LLC", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "PLAINVILLE GAMING AND REDEVELOPMENT, LLC", THE SEVENTH DAY OF APRIL, A.D. 2015, AT 7:10 O'CLOCK P.M.



5224479 8320

150479054

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 2277980

DATE: 04-09-15

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

April 09, 2015 05:04 PM

A handwritten signature in cursive script that reads "William Francis Galvin". The signature is written in black ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Delaware

PAGE 1

The First State

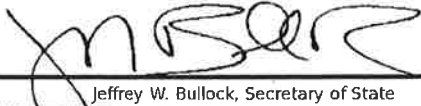
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "SPRINGFIELD GAMING AND REDEVELOPMENT, LLC", CHANGING ITS NAME FROM "SPRINGFIELD GAMING AND REDEVELOPMENT, LLC" TO "PLAINVILLE GAMING AND REDEVELOPMENT, LLC", FILED IN THIS OFFICE ON THE SEVENTH DAY OF APRIL, A.D. 2015, AT 7:10 O'CLOCK P.M.

5224479 8100

150479054

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 2277979

DATE: 04-09-15

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF FORMATION
OF

SPRINGFIELD GAMING AND REDEVELOPMENT, LLC

1. Name of limited liability company: Springfield Gaming and Redevelopment, LLC.
2. Article First of the Certificate of Formation of the limited liability company is hereby amended as follows:

The name of the limited liability company is: Plainville Gaming and Redevelopment, LLC.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 3rd day of April, 2015.



Saul V. Reibstein
Authorized Person

EXHIBIT 11D

If business entity is an LLC or other organized entity that does not issue stock, submit as Exhibit 11 (d), a schedule of ownership listing all members/managers and percentage of entity held.

Plainville Gaming and Redevelopment, LLC is 100% owned by Massachusetts Gaming Ventures, LLC and ultimately a subsidiary of Penn National Gaming, Inc. Please see organizational chart below:

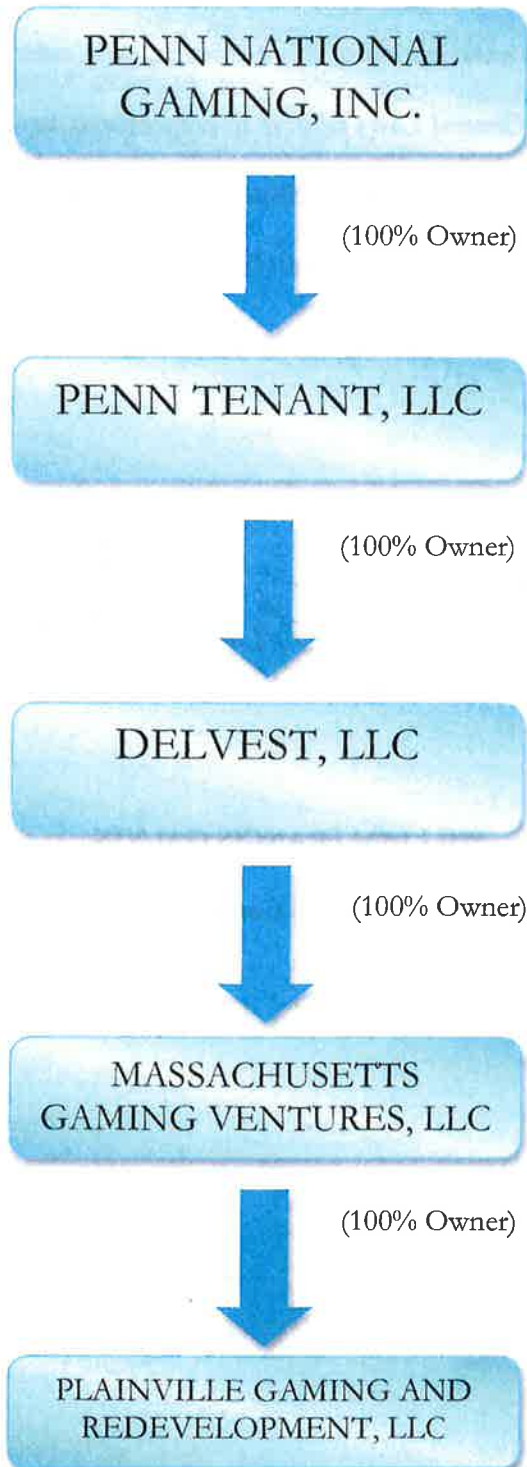


EXHIBIT 11E

If business entity is a partnership or other organized entity, submit as Exhibit 11 (e) a schedule listing the partners or others holding an interest and the percentage of the entity held.

Not applicable.

EXHIBIT 11F

Is the beneficial owner of any stock or share of business entity a person other than the owner of record or subscriber? If the answer to this question is yes, submit as Exhibit 11 (f) a statement showing (1) the name of the owner of record, or subscriber, (2) the name of the beneficial owner, (3) the conditions under which the owner or subscriber holds and votes or has subscribed for such stock or share of business entity (4) whether applicant has any other obligations or securities authorized or outstanding which bear voting rights whether absolutely or upon any contingency (5) the nature of such securities, (6) the face value or par value, (7) the number of units authorized, (8) the number of units issued and outstanding, (9) the number of units, if any, proposed to be issued, (10) the conditions or contingency upon which such securities may be voted, and (11) facts showing whether or not such securities have been voted or entitled to be voted in in the period commencing five (5) years prior to this application.

No.

EXHIBIT 11G

Does the applicant have officers, directors, members or managers who are also officers, directors, members, or managers of any other race track that is or has been licensed by this or any other racing or gaming commission? If the answer to this question is yes, submit as Exhibit 11 (g) a list of such officers, directors, members or managers, the race track or gaming facility involved, the date of licensure, the type of license and the jurisdiction in which such race track or gaming facility is located.

The racing subsidiaries of Penn National Gaming, Inc., the ultimate parent company of Plainville Gaming and Redevelopment, LLC, are as follows:

Penn National Gaming, Inc.

CASINO AND RACETRACK LICENSES HELD

Current as of 9/22/16

Licensed Entity / FEIN	DBA	State	Regulatory Authority	Regulatory Agency Address	Type of License	Year PNGI Acquired/Built	License Exp. Date (Mo-Yr)
Penn Sanford, LLC - 26-0478553	Sanford-Orlando Kennel Club	FL	Florida Dept of Pari-Mutuel Wagering	Northwood Centre 1940 North Monroe Street Tallahassee, FL 32399	Greyhound Racing	2007	June, 2017
SOKC, LLC - 26-0478576	Sanford-Orlando Kennel Club	FL	Florida Dept of Pari-Mutuel Wagering	Northwood Centre 1940 North Monroe Street Tallahassee, FL 32399	Greyhound Racing	2007	June, 2017
Alton Casino, LLC - 46-3410861	Alton Belle Casino	IL	Illinois Gaming Board	160 N. LaSalle, 3rd Floor Chicago, IL 60601 312.814.4710	Riverboat Gaming License	2005	November, 2019
HC Joliet, LLC - 46-3408585	Hollywood Casino Joliet	IL	Illinois Gaming Board	160 N. LaSalle, 3rd Floor Chicago, IL 60601 312.814.4710	Riverboat Gaming License	2005	July, 2018
HC Aurora, LLC - 46-3408483	Hollywood Casino Aurora	IL	Illinois Gaming Board	160 N. LaSalle, 3rd Floor Chicago, IL 60601 312.814.4710	Riverboat Gaming License	2003	December, 2018
Illinois Gaming Investors, LLC - 27-2703204	Prairie State Amusements, LLC	IL	Illinois Gaming Board	160 N. LaSalle, 3rd Floor Chicago, IL 60601 312.814.4710	VGT License	2015	February, 2017
Indiana Gaming Company, LLC - 37-1314871	Hollywood Casino Lawrenceburg	IN	Indiana Gaming Commission	101 W. Washington Street East Tower, Suite 1600 Indianapolis, IN 46204 317.233.0046	Riverboat Owner's License	2005	December, 2016
Kansas Entertainment, LLC - 26-1107024	Hollywood Casino Kansas (50 % joint venture with affiliate of International Speedway Co)	KS	Kansas Racing & Gaming Commission	700 SW Harrison, Suite 500 Topeka, KS 66603-3754	Found Suitable	2012	Pending Renewal
Kansas Entertainment, LLC - 26-1107024	Hollywood Casino Kansas (50 % joint venture with affiliate of International Speedway Co)	KS	Kansas Lottery	128 N Kansas Avenue, Topeka, KS 66603	Lottery Facility Manager	2012	Pending Renewal
Prince George's Racing Ventures, LLC - 27-5172426	Rosecroft Raceway	MD	Maryland Racing Commission	300 E. Towsontowne Boulevard Towson, Maryland 21286	Found Suitable as an owner	2011	Annually

Licensed Entity / FEIN	DBA	State	Regulatory Authority	Regulatory Agency Address	Type of License	Year PNGI Acquired/Built	License Exp. Date (Mo-Yr)
Plainville Gaming and Redevelopment, LLC - 37-1714120	Plainridge Racecourse	MA	Massachusetts Gaming Commission, Division of Racing	84 State St., Suite 720, Boston, MA 02109; 617-979-8400	Harness Horse Race License	2013	October, 2019
Plainville Gaming and Redevelopment, LLC - 37-1714120	Plainridge Park Casino	MA	Massachusetts Gaming Commission	84 State St., Suite 720, Boston, MA 02109; 617-979-8400	Category 2 Slots Parlor License	2014	February, 2017
HC Bangor, LLC - 46-3490725	Hollywood Slots, Hotel & Raceway	ME	Maine Harness Racing Commission	28 State House Station Augusta, Maine 04333-0028 207.287.3221	Live Racing	2004	December, 2016
HC Bangor, LLC - 46-3490725	Hollywood Slots, Hotel & Raceway	ME	Maine Gambling Control Board	45 Commerce Drive 87 SHS Augusta, Maine 04333-0087 207.626.3900	Casino operator license	2004	February, 2017
St. Louis Gaming Ventures, LLC - 46-0574932	Hollywood Casino St. Louis	MO	Missouri Gaming Commission	3417 Knipp Drive Jefferson City, MO 65109 573.526.4080	Class B Gaming License	2012	Oct-18
The Missouri Gaming Company, LLC - 37-1311505	Argosy Riverside Casino	MO	Missouri Gaming Commission	3417 Knipp Drive Jefferson City, MO 65109 573.526.4080	Class B Gaming License	2005	Feb-18
Penn National Gaming, Inc. - 23-2234473	N/A	MO	Missouri Gaming Commission	3417 Knipp Drive, Jefferson City, MO 65109; 573-526-4080	Class A License	2005	Feb-18
BSLO, LLC - 90-1009274	Hollywood Casino Gulf Coast	MS	Mississippi Gaming Commission	620 North Street, Suite 200 Jackson, MS 39202 601.576.3800	Gaming/ Operator License	2000	October, 2019
BTN, LLC - 46-3358433	Boomtown Casino Biloxi	MS	Mississippi Gaming Commission	620 North Street, Suite 200 Jackson, MS 39202 601.576.3800	Gaming/ Operator License	2000	October, 2019
HWCC-Tunica, LLC - 75-2513808	Hollywood Casino Tunica	MS	Mississippi Gaming Commission	620 North Street, Suite 200 Jackson, MS 39202 601.576.3800	Gaming/ Operator License	2003	October, 2019
FR Park Racing, L.P.	Freehold Race (49.95% owned by PNG but not managed by PNG)	NJ	New Jersey Racing Commission	140 East Front Street 4th Floor PO Box 088 Trenton, NJ 08625	Horse Race License		December, 2016

Licensed Entity / FEIN	DBA	State	Regulatory Authority	Regulatory Agency Address	Type of License	Year PNGI Acquired/Built	License Exp. Date (Mo-Yr)
Penn NJ OTW, LLC - 46-1813715	Favorites at Gloucester Township	NJ	New Jersey Racing Commission	140 East Front Street 4th Floor PO Box 088 Trenton, NJ 08625	Horse Race License	2014 (Feb.)	February, 2017
Zia Park LLC - 20-5674616	Zia Park and Black Gold Casino	NM	New Mexico Gaming Control Board	4900 Alameda Boulevard NE Albuquerque, NM 87113 505.841.9700	Operator License	2007	April, 2017
Zia Park LLC - 20-5674616	Zia Park and Black Gold Casino	NM	Racing Commission of the State of NM	4900 Alameda Boulevard NE Suite A Albuquerque, NM 87113 505.222.0700	Simulcast License	2007	December, 2016
Zia Park LLC - 20-5674616	Zia Park and Black Gold Casino	NM	Racing Commission of the State of NM	See above	Horse Race License	2007	December, 2016
LVGV, LLC - 46-2117031	The M Resort Spa Casino	NV	Nevada Gaming Commission	1819 College Parkway Carson City, NV 89706	Finding of Suitability	2011	No expiration date
Tropicana Las Vegas, Inc. - 27-0295690	Tropicana	NV	Nevada Gaming Commission	1819 College Parkway Carson City, NV 89706	Finding of Suitability/Casino License	2015 (Aug)	No expiration date
Youngstown Real Estate Ventures, LLC - 27-4202506	Hollywood Gaming at Mahoning Valley Racecourse	OH	Ohio State Racing Commission	77 S. High St. - 18th Floor Columbus, OH 43215-6108 614.466.2757	Permit to Conduct A Commercial Horse Race Meeting	2014 (Sept)	Thoroughbred #1- Permit C16-11- expires 6/30/16; Thoroughbred #2- Permit C16-12- expires 12/31/16; Quarter Horse #1- Permit C16-13- expires 5/17/16; Quarter Horse #2- Permit C16-14- expires 10/29/16
Youngstown Real Estate Ventures, LLC - 27-4202506	Hollywood Gaming at Mahoning Valley Racecourse	OH	Ohio Lottery Commission	615 W. Superior Ave. Cleveland, OH 44113	Video Lottery Sales Agent	2014 (Sept)	September, 2017
Dayton Real Estate Ventures, LLC - 27-4095967	Hollywood Gaming at Dayton Raceway	OH	Ohio Lottery Commission	616 W. Superior Ave., Cleveland OH 44113	Video Lottery Sales Agent	2014 (Aug)	Aug-17
Dayton Real Estate Ventures, LLC - 27-4095967	Hollywood Gaming at Dayton Raceway	OH	Ohio State Racing Commission	77 S. High St. - 18th Floor Columbus, OH 43215-6108 614.466.2757	Permit to Conduct A Commercial Horse Race Meeting	2014 (Aug)	Harness #1 Permit C16-61-expires 7/31/16; Harness #2 Permit C16-62- expires 12/31/16

Licensed Entity / FEIN	DBA	State	Regulatory Authority	Regulatory Agency Address	Type of License	Year PNGI Acquired/Built	License Exp. Date (Mo-Yr)
Toledo Gaming Ventures, LLC - 26-4316611	Hollywood Casino Toledo	OH	Ohio Casino Control Commission	10 West Broad Street, 6th Floor Columbus OH, 43215	Casino operator license	2012	October, 2019
Central Ohio Gaming Ventures, LLC - 27-3244313	Hollywood Casino Columbus	OH	Ohio Casino Control Commission	10 West Broad Street, 6th Floor Columbus OH, 43215	Casino operator license	2012	August, 2018
CHC Casino Canada Limited	Casino Rama (Penn manages but does not own this facility)	Ontario	Alcohol and Gaming Commission of Ontario	20 Dundas Street West, 10th Floor Toronto, Ontario M5G 2N6 416.326.8700	Gaming Related Supplier-Operator	2001	Pending Renewal
Mountainview Thoroughbred Racing Association - 46-3358320	Hollywood Casino at Penn National Race Course	PA	Pennsylvania Gaming Control Board	PO Box 69060 Harrisburg, PA 17106-9060 717.346.8300	Gaming	2008	August, 2017
Mountainview Thoroughbred Racing Association - 46-3358320	Hollywood Casino at Penn National Race Course	PA	Pennsylvania State Horse Racing Commission	Agricultural Building, Room 304 2301 N. Cameron, St. Harrisburg, PA 17110 717.787.6902	Horse Race License	2008	August, 2017
Houston Gaming Ventures, Inc. - 27-3496367	Sam Houston Race Park (50% owned by PNG and managed by PNG)	TX	Texas Racing Commission	8505 Cross Park Dr. #110 Austin, TX 78754	Found Suitable as an owner	2011	n/a
PNGI Charles Town Gaming, LLC - 46-3210448	Hollywood Casino at Charles Town Races	WV	West Virginia Racing Commission	310 Lee Road Follansbee, WV 26037 304.558.2150	Race Meeting	1997	December, 2016
PNGI Charles Town Gaming, LLC - 46-3210448	Hollywood Casino at Charles Town Races	WV	West Virginia Lottery Commission	312 MacCorkle Avenue, S.E. Charleston, WV 25327 304.558.0500	Casino License	1997	June, 2017
PENDING OR EXPECTED FUTURE LICENSES							

Licensed Entity / FEIN	DBA	State	Regulatory Authority	Regulatory Agency Address	Type of License	Year PNGI Acquired/Built	License Exp. Date (Mo-Yr)
San Diego Gaming Ventures, LLC - 47-2891030	Hollywood Casino Jamul	CA	California Gambling Control Commission and National Indian Gaming Commission	2399 Gateway Oaks Dr., Suite 220, Sacramento, CA 95833; 1441 L St., NW, Suite 9100, Washington DC 20005	Gaming	Pending approval	n/a



EXHIBIT 12

Has applicant had a race track or gaming license revoked by order of decree of any Federal or State Court or any State Racing or Gaming Commission?

Penn National Gaming, Inc. ("Penn") previously owned and operated a riverboat casino, the Argosy Casino, in Sioux City, Iowa, through an operating subsidiary, the Belle of Sioux City, L.P. ("Belle"). Penn owned and operated the riverboat since 2005 when Penn acquired Argosy Gaming Company. Over the course of nine years, Penn invested millions of dollars in capital investments in the Belle and has maintained an excellent operating and regulatory record in Iowa.

The Iowa Racing and Gaming Commission ("IRGC") issued a ruling to not renew Belle's gaming license. As a result, the Belle was required to cease operations on July 30, 2014. As described more fully below, the decision has absolutely nothing to do with the operating or suitability record of the Belle or Penn but rather is based on nuances of Iowa law that require the gaming operator to partner with a licensed charity.

Iowa law requires gaming licenses to be issued jointly to a gaming operator and a local charitable organization known under Iowa law as a qualified sponsoring organization ("QSO"). The QSO receives a percentage of the gaming revenue from the casino. For the past 20 years, the Missouri River Historical District, Inc. ("MRHD") has served as the Belle's QSO through a 20-year operating agreement. In the summer of 2012, the agreement was set to expire, and it had no further renewal options. Belle and MRHD were unable to agree to a long-term extension of their operating agreement and it became clear to Belle that MRHD wanted to partner with another operator. Belle, in turn, requested the IRGC to license a new QSO which could step into the shoes of MRHD and become Belle's new partner so it could continue operations at the Argosy Casino. The IRGC did not grant this request and instead stated it would open up the county and accept applications for a new land-based casino that would replace the Argosy Casino riverboat.

Several operators submitted applications, including Penn with a new QSO. A proposal was also submitted by Hard Rock/Warner Gaming with MRHD as its QSO. On April 18, 2013, the IRGC awarded the land-based casino to Hard Rock/Warner Gaming. The Hard Rock Casino is scheduled to open on August 1, 2014.

Throughout this entire time the IRGC had allowed the Belle to remain open. In August 2013, the IRGC informed Belle that it would not renew the Belle's existing operator's license based on the lack of an operating agreement between Belle and MRHD. Belle has filed litigation to contest this non-renewal, however, it will not be permitted to remain open while it continues its litigation contesting the IRGC's decision.

Most importantly, the decision by the IRGC not to renew the Belle's license has nothing to do with the suitability of Belle or Penn, rather, it is the result of the IRGC's interpretation of Iowa law, which the Belle is contesting. In fact, the IRGC's Administrator, Brian Ohorilko testified under oath that he agreed that Belle had a good operating and regulatory record and that nothing about Belle's operating or regulatory record had factored in to the IRGC's decision to not renew Belle's license.

EXHIBIT 13A

Does the applicant or any of its officers, directors, members, or managers, have now, or have ever had, any direct or indirect financial or other interest in: Any harness horse, running horse, or dog racing meeting conducting legalized pari-mutuel wagering?

If the answer to this question is yes, submit as Exhibit 13 (a) a list describing the name of the officer, director, member or manager having the interest, the type of the interest, the amount of the interest, the name of the entity in which the interest is held, and the location of the entity and the jurisdiction licensing the entity.

Please see Exhibit 11G.

EXHIBIT 13B

Does the applicant or any of its officers, directors, members, or managers, have now, or have ever had, any direct or indirect financial or other interest in:

Any application other than this pending before the Massachusetts Gaming Commission?

If the answer to this question is yes, submit as Exhibit 13 (b) a list of all such applications, the type of application, the date such application was filed, the date the application was granted or rejected or whether the application is currently pending.

Type of Application	Date filed	Status
Business Entity Disclosure Form	January 2, 2013	Approved
Category 2 Gaming License	October 4, 2013	Awarded February 28, 2014

EXHIBIT 14B

Does the applicant have and maintain control of the personal property necessary to operate and maintain the race track, including equipment and have and maintain control over the entire operation?

Submit as Exhibit 14(b) a list describing all agreements relating to the operation and control of all equipment, personal property or other operational matters. This includes any agreement pertaining to operation of food, beverage, parking or other concessions, printing of programs or other materials, equipment leases, and subcontracting of services necessary to maintain and operate the race track. This also includes any financial interests, such as loans, and any agreement that, in the event of a default under such agreement, would have the consequence of creating a change in control of the race track.

On September 3, 2013, Springfield Gaming and Redevelopment, LLC ("SGR") and Ourway Realty, LLC ("Seller") executed an option agreement ("Option Agreement") that permitted SGR to acquire the real estate and any other improvements or personal property of Seller. The Option Agreement also included an option for SGR to operate the current racing business beginning on January 1, 2014, at its own discretion and cost. SGR applied for and was granted an initial Harness Racing meeting license for 2014 and has operated the current meeting with the introduction of Penn National Gaming's best practices on compliance, controls and racing.

Upon the award of the Category 2 Gaming License on February 28, 2014, SGR exercised the option and closed on the property on April 10, 2014.

SGR changed its name to Plainville Gaming and Redevelopment, LLC in 2015.

Exhibit 14B attached a copy of the Option Agreement.

Exhibit 22 details the key agreements currently in place for the operation of live racing and simulcasting at Plainridge Park.

EXECUTION COPY

OPTION AND PURCHASE AGREEMENT

THIS OPTION AND PURCHASE AGREEMENT (this "**Agreement**"), effective as of September 3, 2013 (the "**Effective Date**"), by and between OURWAY REALTY, LLC, D/B/A PLAINRIDGE RACEOURSE, a Massachusetts limited liability company (together with its successors and assigns), ("**Seller**"), and SPRINGFIELD GAMING AND REDEVELOPMENT, LLC, a Delaware limited liability company ("**Buyer**").

RECITALS

WHEREAS, Seller owns and operates a harness racing and simulcasting business known as Plainridge Racecourse (including all related activities, the "**Business**") situated on approximately 88.9 acres located at 301 Washington Street, Plainville, Massachusetts;

WHEREAS, the Business is subject to a state license (the "**Harness Racing License**") issued annually by the Massachusetts Gaming Commission (the "**MGC**") and the Harness Racing License currently held by Seller expires on December 31, 2013;

WHEREAS, in 2011 Massachusetts enacted legislation authorizing the creation of up to three resort casinos (each a Category I facility) and one slot facility (the Category II facility) in Massachusetts, the license-granting authority for and oversight of which was given to the MGC;

WHEREAS, in 2012 Seller initiated its application for the Category II license to the slot facility (the "**Category II License**") which facility was intended to be built and opened on the Land on the Real Property; and

WHEREAS, Seller and the Town of Plainville, Massachusetts entered into that certain Host Community Agreement, dated July 8, 2013 (the "**Host Community Agreement**") as required by the MGC for an application for the Category II License;

WHEREAS, Seller discontinued pursuing its application for a Category II License in July 2013;

WHEREAS, Buyer independently initiated its application for a Category II License from the MGC in order to develop and license a slot facility in Massachusetts which would include up to one thousand two hundred fifty (1,250) slot machines and ancillary entertainment and dining amenities (the "**Project**"); and

WHEREAS, Seller desires to grant to Buyer, and Buyer desires to obtain from Seller, an option to purchase the Property (as defined below) from Seller on the terms and conditions set forth herein (the "**Option**").

NOW THEREFORE, for One Hundred Dollars (\$100), the mutual covenants (including payment covenants) set forth in this Agreement, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, Buyer and Seller hereby agree as follows:

1. "**Property**" means, collectively, each of the following whether or not specifically described herein (and to the extent such Property exists and is owned by Seller at the Closing pursuant to the terms of this Agreement):
 - (a) Fee simple title, as reflected on the Title Commitment (with all Title Objections which Seller is required to remove pursuant to the provisions of Section 6(d) below so removed), subject to any Permitted Encumbrances in accordance with Section 6(d), consisting of approximately eighty-eight and nine-tenths (88.9) acres as more fully described in **Exhibit "A"** attached hereto and incorporated herein and all appurtenances and hereditaments thereto (the "**Land**");
 - (b) All buildings, structures (surface and subsurface) and other improvements located on or affixed to the Land and all fixtures on the Land which constitute real property (the "**Improvements**", along with the Land, the "**Real Property**"); provided; that such Real Property shall be conveyed to Buyer in accordance with the terms and conditions of Section 7 of this Agreement;
 - (c) All leases, subleases, licenses, concessions and similar agreements (if any, including in each case all amendments, supplements and addenda thereto and any guaranties or credit enhancements with respect to such agreements) granting to any other person the right to use or occupy any portion of the Real Property, together with all security deposits held by Seller thereunder (if any);
 - (d) All rights, privileges, grants and easements appurtenant to or burdening Seller's interest in the Land or Improvements, if any, including all of Seller's right, title and interest, if any, in and to all easements, licenses, covenants and other rights-of-way; water rights, air rights, development rights, zoning rights, variances and all other estates, rights, titles, interests, servitudes, tenements, and appurtenances in connection with, in relation to, or used in connection with the beneficial use and enjoyment of the Real Property (the "**Additional Rights**");
 - (e) Any other property interests or rights held by Seller in connection with the ownership of the Real Property;
 - (f) All fixtures, furniture, furnishings, equipment, machinery, tools, vehicles, appliances, racing equipment, art work and all other items of personal property owned by Seller and used in connection with the Property;
 - (g) All china, glassware and silverware, linens, uniforms, engineering, maintenance, cleaning supplies, and all other business supplies and materials which are owned by Seller, located on the Land;

- (h) All intellectual property rights, trademarks, copyrights, patents, logos websites, computer hardware, software, telecommunications and information technology systems which are owned by Seller (other than any of the foregoing specifically related to "Plainridge Racecourse");
- (i) All food and beverages which are located on the Land;
- (j) All merchandise located at the Land, purchased by Seller, delivered and paid for prior to the earlier of the Closing Date or December 31, 2013, and held for sale to customers of the Business;
- (k) All leases and purchase money security agreements for any equipment, machinery, vehicles, or furniture located on the Land and/or used for the Business, together with all deposits thereunder (any such deposits, together with the deposits described in clause (l) below and any other deposits made by Seller in connection with its ownership and maintenance of the Real Property, the "**Deposits**");
- (l) All licenses, permits, consents, authorizations, approvals, registrations and certificates issued by any governmental authority (including all racing, food and beverage, liquor and any related permits and/or licenses) which are held by Seller with respect to the Property, and any other license for the construction, use or operation of the Real Property, together with any deposits made by Seller;
- (m) All property surveys, environmental assessments or audits, geophysical, soils, seismic, geologic, environmental (including with respect to the impact of materials used in the construction or renovation of the Improvements) reports, studies and certificates pertaining to the Real Property and owned by Seller;
- (n) All interests held by Seller in building plans and specifications, blue prints, architectural plans, engineering diagrams and similar items which relate to the Real Property or which were prepared in support of Seller's Category II License application to the extent transferable to the Buyer; and
- (o) All third party warranties and guaranties held by Seller with respect to any the Real Property.

Buyer acknowledges and agrees that no Property relating to the Business (other than the Real Property, Improvements and Property appurtenant thereto) shall be included in the definition of "Property" unless Buyer obtains its own independent Harness Racing License effective no later than January 1, 2014 and executes an interim operations agreement with Seller permitting Buyer to independently establish and maintain its own harness racing and simulcast operations on the Land (the "**Temporary Operations Agreement**") on or before December 15, 2013. If Buyer does not receive its own independent Harness Racing License on or prior to January 1, 2014 and does not execute the Temporary Operations Agreement on or before December 15, 2013, Seller may dispose of any Property associated solely with the

Business (but in no instance the Real Property, Improvements or the Land) and any such disposition shall not affect the Purchase Price. The Temporary Operations Agreement shall provide for the Buyer to operate a harness racing track, simulcasting operations and ancillary uses on the Land on terms and conditions, including fees, to be agreed upon by the Parties. Seller shall not be entitled to participate in any profits from Buyer's operations nor shall Seller be responsible for losses or have any input into the operations. The Temporary Operations Agreement shall terminate upon the earlier to occur of (i) the Closing Date, (ii) termination of this Agreement, and (iii) Buyer's termination of the Option Agreement in its sole discretion. In addition, Buyer acknowledges and agrees that the term "Property" shall not include any cash or cash equivalents held by Seller.

2. Option Grant: Seller hereby grants to Buyer, and Buyer hereby obtains from Seller, an option to purchase all or any portion of the Property on the terms and conditions set forth in this Agreement commencing on the Effective Date and continuing through midnight of March 31, 2014 (the "**Option Period**"). Prior to the issuance by the MGC of a final, non-appealable Category II License, Buyer shall have the option to extend the Option Period for up to two (2) one-year periods upon payment of an extension fee equal to [REDACTED] (the "**Extension Fee**"). Such option to extend the Option Period must be exercised by written notice delivered at least ten (10) days prior to the expiration of the then-defined Option Period. The Extension Fee shall be earned by Seller upon Buyer's exercise of the extension and shall not be deemed to be a credit to the Purchase Price. During the extension period until the earlier to occur of Closing and Buyer's termination of the Option, Buyer shall pay all real and personal property taxes associated with the Real Property and other such non-discretionary charges as well as mutually agreed upon other charges, which shall include all basic security, maintenance and utility fees as may be legally required or as otherwise agreed to in the Temporary Operations Agreement and consistent with the requirements of Section 9 hereof during any extension period elected by Buyer) (and which in any case are expected to be substantially lower than current operating costs) (the "**Baseline Property Fees**"). The Baseline Property Fees shall be paid, at Seller's option, directly by Buyer promptly upon notice from Seller or by reimbursement of Seller promptly upon proof of payment from Seller. For avoidance of doubt, Seller shall be permitted to terminate the Business on or prior to December 31, 2013, and will terminate the Business on or prior to December 31, 2013 in the event Buyer elects to enter into a Temporary Operations Agreement on or before December 15, 2013 and obtains a Harness Racing License effective as of January 1, 2014; provided, if Buyer does not so enter into a Temporary Operations Agreement, Seller may dispose of any Property associated solely with the Business (but in no instance the Real Property, the Improvements or the Land) and any such disposition shall not affect the Purchase Price.

3. Exercise: Buyer may, in its sole discretion, exercise the Option by written notice to Seller (the "**Buyer Closing Notice**") or terminate the Option by written notice to Seller at any time (the "**Buyer Termination Notice**"); in order to be effective, the Buyer Closing Notice must be delivered to Seller prior to the expiration of the Option Period, as such period may be extended as provided in Section 2. In addition, the Option Period will automatically expire sixty (60) days following the date the issuance of a Category II License becomes final

and non-appealable. In the event Buyer fails to deliver to Seller the Buyer Closing Notice on or before the expiration of the Option Period, withdraws or makes a public announcement not to pursue its application for a Category II License, or sends a Buyer Termination Notice on or before the expiration of the Option Period, or in the event the Option Period automatically terminates as provided above, this Agreement shall terminate and be of no further force or effect, subject to the survival provisions set forth below. Buyer retains the right to accept or reject any asset or liability included in the definition of "Property" at Buyer's sole and absolute discretion; provided, however, that except as provided herein, Buyer's election to accept or reject any asset or liability shall have no impact on the Purchase Price. For purposes of clarity, the award of the Category II License to Buyer shall not require Buyer to exercise the Option.

4. Purchase Price; Additional Option Fee:

- (a) If Buyer elects to exercise the Option pursuant to this Agreement, the purchase price for the Property (the "**Purchase Price**") shall consist of:
- (i) [REDACTED] (the "**Closing Payment**") payable by Buyer to Seller on the Closing Date; and
 - (ii) Contingent consideration (the "**Contingent Consideration**") equal to [REDACTED]. For purposes of this Agreement, the term Fiscal Quarter shall refer to the calendar quarters commencing on each of January 1, April 1, July 1, and October 1. The Closing Payment and each Contingent Payment are non-refundable. The obligation to pay any Contingent Consideration must be assumed by any successor or assign of Buyer's of the Project (or the management of the Project).
- (b) Upon payment of the Closing Payment, all right, title and interest to the Property shall transfer to Buyer notwithstanding any Contingent Consideration that may be due in the future or any amounts held in escrow pursuant to the terms of this Agreement:
- (c) The Purchase Price shall be allocated among the Land, the Improvements, the licenses, and the Property for local, state and federal tax purposes as to be mutually agreed, provided that, no party shall have the right to object to the allocation proposed by Buyer unless the proposed allocation would result in an adverse financial impact on such Party. The allocation represents an arm's length agreement based on the Parties' best judgment as to the fair market value of the Land, the Improvements and the personal property, respectively. The Parties shall file all federal, state and local tax returns and related tax documents consistent with the mutually agreed allocation.
- (d) Seller acknowledges and agrees that it shall have no role whatsoever (whether voting, input, consent, consultation, employment, vendor or otherwise) in connection with the operation or management of the Project by Buyer (including any racing or simulcasting operations in which Buyer may engage at the Land) or the development

of the Project after the Closing Date (or if Buyer elects to operate the Property pursuant to the Temporary Operations Agreement).

(e) Each party acknowledges and agrees that their respective interests with respect to the Property and any activities associated therewith may not in all instances be aligned and that neither party owes to the other party, nor its members, partners, shareholders, officers, or directors any fiduciary duties or other obligations.

(f) [REDACTED].

(g) [REDACTED].

5. Holdback: To secure Seller's indemnification obligations under Section 8(b) of this Agreement, at Closing, the Closing Payment (and each subsequent payment of Contingent Consideration) (the "**Holdback Amount**") shall be placed in escrow with First American Title Insurance Company pursuant to an escrow agreement ("**Escrow Agreement**") mutually agreeable between Seller and Buyer. Upon the earliest to occur of [REDACTED] (the "**Release Date**"), the Closing Payment shall be paid by Escrow Agent to Buyer within two (2) Business Days thereof, provided, that Escrow Agent shall continue to hold an amount equal to ten percent (10%) of the Closing Payment in escrow for an additional period of two hundred seventy days following the Closing Date, half of such amount to be released on the date that is one hundred thirty-five (135) days following the Closing Date. In the event that Buyer has any indemnification claim under Section 8(b) of this Agreement, Escrow Agent shall release the amount of such indemnification claim to Buyer upon Buyer's notice to Escrow Agent in accordance with the terms of the Escrow Agreement. Notwithstanding the foregoing, an amount sufficient for Seller to pay any transfer tax, conveyance fees, documentary stamps, or other similar taxes and fees specifically related to the conveyance of the Real Property will be released from the holdback of the Closing Payment on the Closing Date.

6. Rights of Buyer During Option Period:

(a) During the Option Period and through the Closing Date if Buyer timely exercises the Option, Seller shall take no material or public action with respect to Buyer's development of the Project, the Referendum, or Buyer's application for a Gaming License without advance consultation with and written permission from Buyer; provided, however, that nothing in the foregoing shall be construed to prevent or limit Seller's compliance with the requirements or requests of state or regulatory agencies, including those of the MGC, with or without advance consultation with Buyer. During the Option Period and through the Closing Date if Buyer timely exercises the Option, Seller covenants and agrees to cooperate with Buyer with respect to Buyer's application for a Category II License to be used at the Land as reasonably requested by Buyer, at Buyer's sole cost and provided that such cooperation does not interfere with Seller's operation of the Business.

- (b) As soon as reasonably practicable and in any event within thirty (30) business days following the Effective Date hereof, Seller shall provide or make available (on a rolling basis at Seller's option) to Buyer true, correct and complete copies of the following with respect to the Real Property, in each case to the extent such materials are already extant and under the control of Seller: environmental audits and inspections, physical inspection reports, maintenance information, warranties, impact studies, service and other contracts, engineering reports, hydrology reports, drainage information, grading information, soil reports, topography information, utility reports and information, building plans and specifications, certificates of occupancy, plats, prior surveys, site plans, tax assessments and tax bills for the past two (2) years, utility bills for the past two (2) years, governmental and quasi-governmental notices, and a schedule of all lawsuits pending or threatened in writing to which Seller is or expects to be a party.
- (c) During the Option Period, Buyer and its agents shall have the right to access the Real Property during normal business hours, and upon at least two (2) business days advance notice to Seller for the purpose of conducting due diligence. Such access and due diligence shall be performed in a manner designed to cause minimal interference with the Land, Improvements or Business operations and any information to which Buyer and its agents may have access shall be subject to the confidentiality obligations set forth in this Agreement.
- (d) Within sixty (60) days following the Effective Date, Buyer shall provide Seller with written notice of any title defects (the "**Title Objections**") identified by Buyer (the "**Title Objection Notice**") in the Title Commitment (as defined below). Within twelve (12) days of Seller's receipt of the Title Objection Notice, Seller shall provide Buyer with written notice (the "**Title Response Notice**") to Buyer setting forth the Title Objections which Seller elects to remove; provided, however, except as expressly provided below, Seller shall have no obligation whatsoever to expend or agree to expend any funds, to undertake or agree to undertake any obligations, or otherwise to attempt to cure or agree to attempt to cure any objections relating to the Property. Notwithstanding anything to the contrary contained herein, if Buyer elects to exercise its Option pursuant to this Agreement, Seller shall be obligated to repay and remove as an encumbrance against the Real Property title any monetary liens, mechanics liens, mortgages and financing statements. Within five (5) days after receiving the Title Response Notice, Buyer may, by written notice to Seller (the "**Title Election Notice**"), either (A) elect to add any of the Title Objections that Seller has chosen not to remove to the Permitted Encumbrances (as hereinafter defined), and to accept title to the Property subject only to the Permitted Encumbrances or (B) attempt to negotiate an abatement to the Purchase Price with Seller or (C) terminate this Agreement by written notice to Seller, whereupon this Agreement shall terminate and Seller and Buyer shall be relieved of all further obligations hereunder except those obligations which expressly survive any such termination.
- (e) If Buyer is at any time prior to its exercise of the Option not satisfied with any diligence findings or fitness for purpose of the Property in its sole discretion, Buyer

may terminate this Agreement by sending Seller written notice of Buyer's election to terminate, whereupon this Agreement shall terminate and Seller and Buyer shall be relieved of all further obligations hereunder except those obligations which expressly survive any such termination. Subject to the limitations set forth below, Buyer may conduct any reasonable due diligence it may desire at its expense, including, and subject to the provisions of clause (c) above:

- Physical Inspection. Buyer may obtain physical inspections of the Property;
- Title. Buyer shall obtain a title commitment ("**Title Commitment**") from a nationally recognized title company of its choosing (the "**Title Company**").
- Survey. An ALTA survey of the Property may be ordered by the Buyer. Any survey shall be certified to Seller, Buyer, and Title Company.
- Environmental Site Assessment. An Environmental Site Assessment of the Property may be obtained by the Buyer.
- Soil and Drainage Inspection. Buyer may obtain soil and drainage inspections and tests concerning the Land.

During the Option Period, Buyer may conduct such other inspections and reviews of soil, surveying, governmental approvals and permits, zoning, title, leases, financial information, service agreements, management contracts, and other agreements related to the Real Property, together with all other tests, inspections and investigations of the Real Property that Buyer deems necessary, in Buyer's sole discretion. Seller shall provide such cooperation and access as shall be reasonably necessary for Buyer to promptly perform such due diligence, in each case subject to the provisions of clause (c) above. All tests, inspections and investigations completed by Buyer or Buyer's agents or contractors shall be at Buyer's sole cost and expense and shall be completed in a manner so as to not unreasonably interfere with the Business. Buyer agrees to promptly repair any damage to the Property caused by Buyer's entry onto the Land to complete these tests and investigations.

- (f) Unless and until Buyer exercises the Option and pays Seller the Closing Payment in full, Buyer shall not seek to modify the zoning regulations applicable to the Real Property without Seller's prior written consent, which Seller may withhold if Seller determines, in its discretion, that the modification could reduce the value of all or any portion of the Property or the Business, including any modification that (i) removes or conditions any use that is currently allowed on the Property (whether such use is currently allowed as of right or subject to site plan review or the issuance of a special permit) or (ii) imposes development restrictions on the Property that are more stringent than currently exist.
- (g) Seller grants to Buyer a non-exclusive, royalty free limited license to use Seller's trade name "Plainridge Racecourse" and all related intellectual property rights

(including, without limitation, all trademarks, copyrights, patents, websites, computer hardware, software, telecommunications and information technology systems (the "**Trade Name**") to further the objectives of the Temporary Operations Agreement. As licensee of the Trade Name, Buyer shall have the right to use the Trade Name for all purposes it deems necessary in obtaining a Category II License for the Project, including but not limited to, proceedings, submissions and dealings with the MGC, the Commonwealth of Massachusetts and the Town of Plainville.

7. Conveyance of Title: If the Option is exercised by Buyer, Seller shall convey good and marketable fee simple title to the Real Property to Buyer as reflected on the Title Commitment (with all Title Objections which Seller is required to remove pursuant to the provisions of Section 6(d) above so removed), or its designees, at Closing (as defined below) by a duly and validly executed, recordable quitclaim deed in the form attached hereto as **Exhibit "C"** (the "**Deed**") free and clear of all liens, assessments, encumbrances, leases and claims or rights of use or possession except the those appearing in the Title Commitment and subject to any title defects which are not required to be removed by Seller pursuant to Section 6(d) (collectively, the "**Permitted Encumbrances**"). Seller may, at the time of Closing, use the Purchase Price (or a portion thereof) to clear the title of any or all encumbrances or interests that Seller is required remove. Taxes payable on the Real Property through the earlier of the Closing Date or December 31, 2013 shall be the responsibility of Seller; if Buyer elects to extend the Option Period, Real Property taxes shall be payable by Buyer through the expiration of the Option Period or earlier termination thereof.

8. Closing:

- (a) If the Buyer exercises the Option, the closing (the "**Closing**") for the delivery of the Deed and other instruments contemplated by this Agreement and payment of the Closing Payment shall be on a date within twenty (20) days after delivery of the Buyer Closing Notice (the "**Closing Date**") or on such later date as the Parties mutually agree, provided, however, if that date falls on a Saturday, Sunday or a legal holiday, then the Closing Date shall be on the next business day. The Closing shall be held at such time and place as the parties hereto shall mutually agree.
- (b) In the event that Seller defaults in or otherwise avoids performance under this Agreement and such default is not cured (or, if such default is not curable by nature, the consequences of the same remedied in all material respects) within thirty (30) days following written notice thereof, Buyer shall have the right to elect any one or more of the following remedies: (i) seek specific performance for conveyance of the Property on the terms and conditions set forth in this Agreement, (ii) seek recovery against Seller for all losses, expenses, damages, claims, and liabilities incurred by Buyer (including, without limitation, litigation costs), and (iii) terminate this Agreement by notice to Seller and thereupon all obligations of the parties under this Agreement shall terminate other than any party's covenants and agreements contained herein which by the specific terms of this Agreement are stated to survive any expiration or termination of this Agreement. Seller shall indemnify Buyer for all losses, costs, expenses, damages, claims, and liabilities (including, without limitation,

litigation costs) arising out of or related to (aa) any breach of this Agreement by Seller, including, without limitation, a breach of Seller's representations and warranties contained herein, and (bb) [REDACTED]. Notwithstanding anything to the contrary contained herein, other than with damages attributable to Seller's fraud and any damages arising out of clause (bb) of the preceding sentence and the cost of curing any Title Objections which Seller is obligated to cure and does not cure, for which no limit on Seller's liability shall apply, Seller's liability shall be limited to the then current Holdback Amount in escrow at the time Buyer first is aware of the circumstances giving rise to such breach or claim. In the event of a claim under this indemnification, Buyer shall give prompt written notice thereof to Seller and Seller shall have sole and exclusive control over the defense and settlement of such claim, provided that no settlement will be entered into without Seller's prior written consent, not to be unreasonably withheld, conditioned or delayed. Seller shall defend against such claim with counsel of Seller's choice, subject to Buyer's reasonable approval of such counsel. Buyer shall reasonably cooperate in the defense of such claim (at Seller's sole cost and expense) and shall not settle or compromise such claim without Seller's prior written approval, and shall not take any other actions which would compromise or detrimentally affect Seller's defense of such claim.

- (c) In addition to any other condition precedent in favor of Buyer as may be expressly set forth elsewhere in this Agreement, Buyer's obligation to purchase the Property after providing a Buyer Closing Notice is subject to the fulfillment of the conditions set forth below on or before the Closing Date, which may be waived in whole or in part by Buyer only by written notice:
- (i) Seller shall have performed and complied in all material respects with the terms of this Agreement to be performed and complied with by Seller prior to or at the Closing;
 - (ii) On the Closing Date, Seller's representations and warranties set forth in this Agreement shall be true, complete and correct in all material respects;
 - (iii) The Host Community Agreement shall have been assigned to Buyer pursuant to the Assignment and Assumption Agreement attached as **Exhibit "E"** hereto and approved by the Town of Plainville and the MGC;
 - (iv) No Material Change shall have occurred before the Closing with respect to the Real Property that has not been approved in writing by Buyer. "Material Change" shall mean a material and adverse change in the value, use, occupancy, or physical condition of the Real Property or a change in law preventing use of the Real Property for a Category II gaming facility;
 - (v) The Title Company (or another nationally recognized title insurance company) shall deliver a title policy to Buyer at Buyer's cost reflecting the same condition of title to the Real Property (with all matters that Seller agreed

to remove in its Title Response Notice having been removed) as set forth in the Title Commitment subject to the Permitted Encumbrances; and

- (vi) The MGC shall have issued a final, non-appealable Gaming License to Buyer that is acceptable to Buyer in its sole and absolute discretion.

In the event of a failure of any of the foregoing conditions, Buyer, in its sole discretion, may terminate this Agreement without further liability to either party subject to those provisions which expressly survive any such termination. For purpose of clarity, prior to delivery of a Buyer Closing Notice, Buyer may terminate this Agreement at any time.

- (e) In addition to any other condition precedent in favor of Seller as may be expressly set forth elsewhere in this Agreement, Seller's obligation to sell the Property after receiving a Buyer Closing Notice is subject to the fulfillment of the conditions set forth below on or before the Closing Date, which may be waived in whole or in part by Seller only by written notice:

- (i) Buyer shall have performed and complied in all material respects with the terms of this Agreement and the Temporary Operations Agreement (if executed) to be performed and complied with by Buyer prior to or at the Closing; and

- (ii) On the Closing Date, Buyer's representations and warranties set forth in this Agreement shall be true, complete and correct in all material respects.

- (f) At the Closing, Seller shall deliver or cause to be delivered, at Seller's sole expense, each of the following items, each executed and acknowledged to the extent appropriate:

- (i) The Deed;
- (ii) A bill of sale for all personal property being conveyed to Buyer;
- (iii) An affidavit sworn to by the Seller that Seller is not a foreign person or entity within the meaning of Section 1445 of the Internal Revenue Code of 1986, and all amendments thereto and all regulations issued thereunder;
- (iv) A Title Affidavit in a form reasonably required by the Title Company as to the absence of mechanics' liens and parties-in-possession;
- (v) A duly executed closing statement specifying the Purchase Price, prorations, adjustments and costs in connection with the transaction;
- (vi) A certificate or registration of title for any vehicle or other personal property included in the Property which requires such certification or registration;
- (vii) An assignment of the Host Community Agreement;
- (vii) A Non-Compete Agreement from each required party in accordance with Section 17 hereof.
- (viii) Payment of the Deposits as provided under Section 4;
- (ix) Any and all other items contemplated to be delivered at the Closing by Seller by the terms of this Agreement.

- (g) At Closing, Buyer shall deliver to Seller the following items:
- (i) Immediately available funds in United States currency in an amount equal to the Closing Payment;
 - (ii) A duly executed closing statement specifying the Purchase Price, prorations, adjustments and costs in connection with the transaction;
 - (iii) Such documents as may be required by the Buyer's title company; and
 - (iv) Any and all other items contemplated by the terms of this Agreement.
- (h) The following shall be prorated between Seller and Buyer as of 12:01 a.m. on the earlier of the Closing Date or December 31, 2013 (the earlier such date, the "**Pro Ration Date**"): (i) real estate taxes and assessments; (ii) utilities; and (iii) such other items of expense in accordance with customary apportionments between sellers and buyers of businesses and commercial real estate in Plainville, Massachusetts. Seller shall be responsible for all such expenses for the period ending as of the Pro Ration Date, inclusive; Buyer shall be responsible for all such expenses thereafter. Notwithstanding the foregoing, Seller shall pay all transfer taxes, documentary stamps, or any other conveyance fees in connection with the conveyance of the Real Property, and Buyer shall pay all transfer taxes and assignment fees incurred in connection with the transfer of any contracts or personal property.

9. Conduct of the Business:

- (a) From the Effective Date until the Closing or earlier termination of this Agreement, and except as otherwise provided under this Agreement including as provided under Section 1 and 2(a) Seller shall keep the Property in its current condition and repair (reasonable wear and tear excepted), including, (i) maintain Seller furniture, fixtures and equipment, at levels maintained in the ordinary course of business, (ii) perform maintenance and repairs for the Real Property and Seller tangible personal property in the ordinary course of business, (iii) maintain insurance coverages consistent with the current levels for the Real Property, (iv) maintain all licenses and permits related to or the Real Property; provided that any reasonable, documented expenses incurred by Seller to comply with the terms of this Section 9 after the expiration of the Option Period but prior to Closing shall be reimbursed in full by Buyer. For avoidance of doubt, except as may be provided in the Temporary Operations Agreement, no Property (other than Real Property) maintained and used for the Business are subject to the terms of this Section 9 as of January 1, 2014. To the extent of any breach of Seller's covenants set forth in clauses (iii) and (iv) above, Buyer shall have the right to immediately cure such breach or threatened breach and Buyer shall be entitled to credit Buyer's the reasonable, documented costs and expenses (exclusive of internal costs) incurred in order to cure the breach against the Purchase Price.
- (b) From the Effective Date until the Closing or earlier termination of this Agreement, Seller shall not, without thirty days prior written notice to Buyer and receipt of Buyer's prior written consent which shall not be unreasonably withheld, conditioned or delayed, (i)

amend, extend, renew or terminate any existing tenant lease, contract, license or permit (except in the ordinary course of business), (ii) enter into any new tenant lease, contract, license or permit, (iii) commit to, make or pay for any structural alterations, additions or capital expenditures, except as required by applicable law, as required for maintenance and repair or due to any emergency, or as required by any existing contract, or (iv) change or attempt to change the current zoning of the Property in a way which would interfere with or have a reasonably foreseeable detrimental impact on Buyer's application for a Category II License or development of a Project on the Land; provided, however, that nothing in the foregoing shall be construed as requiring Seller to continue any commitments required for the Business beyond December 31, 2013 unless otherwise required under the Temporary Operations Agreement.

10. Broker: Each Party represents and warrants that no broker or agent has been engaged with respect to this transaction. Seller agrees to indemnify Buyer and hold Buyer harmless against any liability, loss, cost, damage, claim and expense (including, but not limited to, reasonable attorneys' fees and costs of litigation) which Buyer shall ever incur because of any claim of any broker or agent claiming through Seller, whether or not meritorious, for any such fee or commission. Buyer agrees to indemnify Seller and hold Seller harmless against any liability, loss, cost, damage, claim and expense (including, but not limited to, reasonable attorneys' fees and costs of litigation) which Seller shall ever incur because of any claim of any broker or agent claiming through Buyer, whether or not meritorious, for any such fee or commission.

11. Seller and Buyer Obligations and Representations:

(a) During the Option Period, Seller agrees to the following:

- (i) Seller will not directly or indirectly offer or advertise the Property for sale or lease, nor show it to any prospective purchaser or tenant;
- (ii) Seller will not, without Buyer's prior written consent (not to be unreasonably withheld, conditioned, or delayed), enter into any contract or lease or assume any obligation that will adversely affect Seller's ownership or occupation of the Property or create any lien, easement or encumbrance on the Property;
- (iii) Seller will timely pay in full all taxes and other obligations on the Real Property if and as they become due during the Option Period for the period commencing on January 1, 2014; provided that Buyer shall pay directly or reimburse Seller for such amounts as required under Section 2 of this Agreement;
- (iv) Seller will comply in all material respects with all applicable laws that affect the Property;
- (v) Seller will use commercially reasonable efforts to cooperate, at Buyer's expense, with all reasonable requests by Buyer to take actions prior to the

Closing which facilitate the closing of this transaction, the Referendum, the development of the Buyer's Project (without having any material participation or control over decisions in such development), and the application for the Gaming License (without having any material participation or control over decisions in such application);

- (vi) Seller will take no action which could reasonably foreseeably adversely impact the validity or enforceability of this Agreement, the value of the Real Property, the Referendum, or Buyer's application for the Category II License;
 - (vii) Seller will take no zoning or other zoning-related action that would adversely affect the intended development of, or the prospect for, development of the Project at the Real Property as a Category II casino; and
 - (viii) Seller will maintain the Property consistent with its past practices subject to any decision by Seller to terminate the Business as of December 31, 2013; and
 - (ix) Seller shall make available to Buyer true, correct and complete copies of all books and records reasonably requested by Buyer which are used in connection with the Business and access to which is reasonably required by Buyer if it elects to enter into the Temporary Operating Agreement or exercises the Option.
 - (x) Seller will terminate the Business on or before December 31, 2013.
 - (xi) Seller shall deliver to Buyer within two weeks following the Referendum, a true, correct and complete schedule of, and copies of, all licenses and permits relating to the Real Property in effect.
- (b) Seller shall promptly notify Buyer if any of the following occurs during the Option Period, or if Buyer exercises the Option, until the Closing:
- (i) unless otherwise required or requested by the applicable agency or authority, any written notice or other communication from any governmental or regulatory agency or authority in connection with the transactions contemplated by this Agreement;
 - (ii) any actions, suits, claims, investigations or proceedings commenced or, to the knowledge of Seller, threatened in writing against Seller, which could be expected to materially interfere with the consummation of any of the transactions contemplated by this Agreement; and
 - (iii) any fact, event, transaction or circumstance, as soon as practical after it becomes known to Seller, that (x) adversely affects or could be reasonably expected to adversely affect the ability of Seller to maintain in full force and effect title to the Property or convey good and marketable fee simple title as

reflected on the Title Commitment (with all Title Objections which Seller is required to remove pursuant to the provisions of Section 6(d) above so removed) to the Property to Buyer as contemplated subjected to Permitted Encumbrances pursuant to Section 6 of this Agreement, or (y) results or is reasonably expected to result in a material adverse effect to the Property or to prevent, materially delay or materially adversely affect the consummation of the transactions contemplated by this Agreement.

- (c) If, at any time during the Option Period, Seller commits a material breach of any agreement affecting the Property or violates any material applicable laws, rules, regulations, conditions or restrictions, including the payment of any taxes or penalties (each a "**Violation**"), Seller agrees (i) to promptly notify Buyer of such Violation, (ii) that Buyer may, in Buyer's sole discretion, take all such action as Buyer deems necessary to cure such Violation on behalf of Seller and (iii) to promptly reimburse Buyer for all costs and expenses incurred in the event Buyer elects to take any action permitted by the preceding section (ii) hereof (or in the event of a breach of this reimbursement obligation, permits Buyer, at its election, to credit the costs against the Purchase Price). Seller shall further notify Buyer of any written government notice or communication related to the Real Property or any new legal actions related to the Real Property.
- (d) As of the Effective Date and at all times during the Option Period, or if Buyer exercises the Option, until the Closing, Seller represents and warrants as follows:
- (i) As of the Effective Date, to Seller's best knowledge, Seller is the sole owner of the Real Property and has good and marketable title to the Real Property. As of the Closing Date, Seller is the sole owner of the Real Property and has good and marketable title to the Real Property as reflected on the Title Commitment (with all Title Objections which Seller is required to remove pursuant to the provisions of Section 6(d) above so removed), which shall be free and clear of all liens and encumbrances required to be removed pursuant to Section 6(d).
 - (ii) Seller has not granted any right of first refusal, right of first offer, option, ownership interest, profit participation, revenue participation, equity interest, or similar right or interest in the Property that will survive Closing.
 - (iii) Seller has full right, power and authority to enter into this Agreement, and to sell, convey and transfer the Property to Buyer in accordance with the terms and provisions of this Agreement. Each person executing this Agreement on behalf of Seller represents and warrants that such person is duly authorized to act on behalf of Seller in executing this Agreement, and that this Agreement constitutes a valid and legally binding obligation of Seller enforceable against Seller in accordance with its terms.

- (iv) Seller has not made, nor anticipates making, a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or, to Seller's knowledge, suffered the filing of an involuntary petition by Seller's creditors, suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, admitted in writing its inability to pay its debts as they generally come due or made an offer of settlement, extension or composition to its creditors generally (except with respect to outstanding amounts of less than \$500,000 in the aggregate due under certain contracts which will be paid or settled by Seller prior to Closing such that there will be no additional amounts due thereunder at Closing).
- (v) As of the Closing Date, Seller has not received or will have resolved in writing any written notice of any pending or threatened actions, lawsuits, delinquent taxes or government actions relating to the Real Property.
- (vi) As of the Closing Date, and to Seller's knowledge as of the Effective Date, Seller owns good and marketable fee simple title to the Property as reflected on the Title Commitment (with all Title Objections which Seller is required to remove pursuant to the provisions of Section 6(d) above so removed) subject to the Permitted Encumbrances and in accordance with Section 6 of this Agreement.
- (vii) Seller has and will continue to insure the Property through Closing for liability in a commercially reasonable manner.
- (viii) The execution, delivery and performance of this Agreement, and the consummation of the transaction contemplated hereby, will not result in any breach of, or constitute any default under, any agreement or other instrument to which Seller is a party or by which Seller or the Real Property is bound, and will not result in the imposition of any lien or encumbrance against the Real Property.
- (ix) Except as may be contemplated under this Agreement and the Temporary Operations Agreement, there are no service contracts, utility agreements, maintenance agreements and other contracts or agreements currently in effect with respect to the Real Property (except those that terminate on or before December 31, 2013 or that may be terminated upon not more than 30 days' notice without premium or penalty).
- (x) There are no leases, subleases, concession agreements or other rental, transfer or occupancy arrangements allowing for the occupancy of the Property or permit any party the use thereof except as may be required to stable and maintain horses in conjunction with the Business.

- (xi) Seller has not received any written notice of violation from any federal, state, municipal or other governmental instrumentality, or written notice of any violation, suspension, revocation or non renewal of any license or permit issued in connection with the use of the Real Property.
- (xii) Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, and all amendments thereto and all regulations issued thereunder.
- (xiii) Neither Seller nor, to Seller's actual knowledge, its affiliates, is in violation of the Anti-Money Laundering and Anti-Terrorism Laws. Neither Seller nor, to Seller's actual knowledge, its affiliates, is acting, directly or indirectly, on behalf of terrorists, terrorist organizations or narcotics traffickers, including those persons or entities that appear on the Annex to the Executive Order, or are included on any relevant lists maintained by the Office of Foreign Assets Control of U.S. Department of Treasury, U.S. Department of State, or other U.S. government agencies, all as may be amended from time to time. Neither Seller nor, to Seller's actual knowledge, its affiliates or, without inquiry, any of its brokers or other agents, in any capacity in connection with the sale of the Property (A) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any person included in the lists referenced above, (B) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order, or (C) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Money Laundering and Anti-Terrorism Laws. To Seller's actual knowledge, neither Seller, nor any person controlling or controlled by Seller, is a country, territory, individual or entity named on a Government List, and the monies used by Seller in connection with this Agreement and amounts committed with respect hereto, were not and are not derived from any activities that contravene any applicable anti-money laundering or anti-bribery laws and regulations (including funds being derived from any person, entity, country or territory on a list maintained by the federal government or engaged in any unlawful activity defined under Title 18 of the United States Code, Section 1956(c)(7)).
- (xiv) As of the Closing Date only, no work has been performed on behalf of Seller which has not been paid for or which could give rise to any mechanic's or materialmen's lien being filed against the Property.
- (xv) As of the Effective Date, the only Deposit of Seller is a cash performance bond of \$300,000 on deposit with the Town of Plainville for Landscaping and Seller has not made any Deposit subsequent to the Effective Date without the written consent of Buyer.

- (xvi) Attached hereto as Schedule 10(d)(xvi) is a true, correct and complete list of all personal property of the Seller's having a fair market value in excess of twenty-five thousand dollars (\$25,000) exclusive of cash and cash equivalents.
- (xvii) Seller has provided Buyer with a true, correct and complete copy of the special permit obtained by Seller from the Town of Plainville for the development of the Real Property.
- (xviii) [REDACTED]

For purposes of this Section 11, the terms "knowledge of Seller" and "Seller's knowledge" shall mean the actual knowledge, after due inquiry, of Stanley Fulton, Alfred Ross, the President of Seller (or if no President of Seller exists at Closing, the managing member of Seller). Seller's representations and warranties set forth in this Section 11, shall survive Closing for a period of nine (9) months.

- (e) As of the Effective Date and at all times during the Option Period, or if Buyer exercises the Option, Buyer represents and warrants as follows:
 - (i) Buyer has full right, power and authority to enter into this Agreement, and to acquire the Property in accordance with the terms and provisions of this Agreement. Each person executing this Agreement on behalf of Buyer represents and warrants that such person is duly authorized to act on behalf of Buyer in executing this Agreement, and that this Agreement constitutes a valid and legally binding obligation of Buyer enforceable against Buyer in accordance with its terms.
 - (ii) The execution, delivery and performance of this Agreement, and the consummation of the transaction contemplated hereby, will not result in any breach of, or constitute any default under, any agreement or other instrument to which Buyer is a party or by which Buyer is bound.
 - (iii) Buyer will timely pay in full, or at Seller's option, reimburse Seller promptly in full for, all Baseline Property Expenses incurred by Seller on or after December 31, 2013 (or if the Closing Date occurs prior to December 31, 2013, the Closing Date) and until the earlier to occur of Closing, the expiration of the Option Period, and the termination of this Agreement. If Buyer at any times breaches or threatens to breach the terms of this Section, Buyer agrees (aa) that Seller may, in its discretion, take all such action as Seller deems necessary to cure such breach and (bb) to promptly reimburse Seller for all costs and expenses incurred in the event Seller elects to take any action permitted by this section.
 - (iv) Neither Buyer nor, to Buyer's actual knowledge, its affiliates, is in violation of the Anti-Money Laundering and Anti-Terrorism Laws. Neither Buyer nor, to

Buyer's actual knowledge, its affiliates, is acting, directly or indirectly, on behalf of terrorists, terrorist organizations or narcotics traffickers, including those persons or entities that appear on the Annex to the Executive Order, or are included on any relevant lists maintained by the Office of Foreign Assets Control of U.S. Department of Treasury, U.S. Department of State, or other U.S. government agencies, all as may be amended from time to time. Neither Buyer nor, to Buyer's actual knowledge, its affiliates or, without inquiry, any of its brokers or other agents, in any capacity in connection with the purchase of the Property (A) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any person included in the lists referenced above, (B) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order, or (C) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Money Laundering and Anti-Terrorism Laws. Neither Buyer, nor any person controlling or controlled by Buyer, is a country, territory, individual or entity named on a Government List, and the monies used by Buyer in connection with this Agreement and amounts committed with respect hereto, were not and are not derived from any activities that contravene any applicable anti-money laundering or anti-bribery laws and regulations (including funds being derived from any person, entity, country or territory on a list maintained by the federal government or engaged in any unlawful activity defined under Title 18 of the United States Code, Section 1956(c)(7)).

Buyer's representations and warranties set forth in this Section 11 shall survive Closing for a period of nine (9) months.

12. Risk of Loss; Condemnation:

(a) In the event of material damage to or destruction of all or any portion of the Real Property by wind, water, fire or other casualty, Seller will promptly notify Buyer of the nature and extent of such damage or destruction and whether or not Seller intends to repair or replace the affected Property. In such event, Buyer, in its sole discretion, within ten (10) days of such notice, may terminate this Agreement. Notwithstanding the foregoing, if Buyer has exercised the Option prior to the date on which it receives notice of the damage from Seller and agrees in writing not to terminate the Agreement, then, upon receipt of the Closing Payment, Seller shall assign the insurance proceeds for the Property damage to Buyer at the Closing.

(b) Promptly upon obtaining actual knowledge of any threatened or filed condemnation proceeding against all or any portion of the Property, Buyer and Seller will notify the other party of such proceeding. In such event, Buyer, in its sole discretion, may terminate this Agreement; provided, however, that in the event Buyer has exercised the Option prior to the date on which it receives actual knowledge or notice of the condemnation

proceedings and agrees in writing not to terminate the Agreement, then, upon receipt of the Closing Payment, Seller shall assign the condemnation proceeds to Buyer at the Closing.

13. Recording of Option and Purchase Agreement: This Agreement shall not be recorded in any Registry of Deeds or other office or place of public record; provided however, a memorandum of this Agreement shall be recorded against the Property in the form attached hereto as **Exhibit "B"** (the "**Memorandum of Option**") within three (3) business days following the execution hereof. If Buyer does not exercise the Option as provided herein within the Option Period, this Agreement shall automatically terminate and be of no further force and effect.

14. Termination of Option: Notwithstanding any other provision contained in this Agreement to the contrary, Buyer (in its sole and exclusive discretion) may terminate this Agreement at any time during the Option Term by delivering to Seller a Buyer Termination Notice. In such event, each party's rights and obligations under this Agreement shall terminate except as expressly provided for in the survival provisions of this Agreement.

15. Confidentiality: Neither Party shall:

- (a) disclose to any person or entity (other than, on terms of non-disclosure and restrictions on use consistent with those set forth in these sections (a) and (b)), the other party and its respective representatives, attorneys, accountants, professional advisors, investors, financial institutions, and agents or those designated in writing by the other party, in each case who have a 'need to know' the information for purposes contemplated by this Agreement) in any manner, directly or indirectly, any confidential or proprietary information or data related to the other party or its business (including information relating to third parties with whom the party does business), whether of a technical or commercial nature, obtained pursuant to negotiation or execution of this Agreement or the effectuation of the activities or transactions contemplated by this Agreement (such information, "**Confidential Information**"); or
- (b) use, or permit any person or entity (other than the other party and its respective representatives, attorneys, accountants, professional advisors, investors, financial institutions and agents or those designated in writing by the other party) to use, in any manner, directly or indirectly any such information or data, except to perform its obligations and exercise its rights hereunder.
- (c) The foregoing obligations of non-disclosure and restrictions on use shall not apply to information as is at the time of its disclosure or access generally known or available to the public and which did not become so known or available through any breach of any provision of this section by a party. In addition, a party shall not be in breach of this Section for (i) disclosures of information to the extent required or requested by applicable law, court order, government agency, gaming/regulatory practice or legal proceeding (including the rules and regulations of the Securities and Exchange Commission, any state securities commission or any gaming or racing laws) or any

listing agreement with, or the rules and regulations of, the NASDAQ Stock Market or the National Association of Securities Dealers, Inc.; or (iv) disclosures reasonably necessary in connection with recording the Option.

Buyer and Seller shall consult with each other prior to making any public statements with respect to this Agreement and the transactions contemplated hereby and, except as otherwise provided above, neither party shall make any public statements, including any press releases, with respect to this Agreement and the transactions contemplated hereby, without the prior written consent of the other party, which consent shall not be unreasonably withheld. Buyer further agrees that, without the prior written consent of Seller, Buyer may neither use Seller's name or the name of any of Seller's affiliates in any press release, marketing materials or any other publicly available media. The provisions of this paragraph shall not be deemed breached if disclosure is required or requested by applicable law or court order or otherwise consented to by the non-disclosing party or where disclosure is made of previously disclosed or published information.

16. Regulatory Compliance. Each of the Parties shall comply with all applicable laws, rules, and regulations with respect to the transactions contemplated hereby.

17. Covenant Not to Compete. In exchange for Buyer's agreement to proceed to Closing, Seller, Stanley Fulton, Alfred Ross, and any other owner of more than ten percent (10%) of Seller (each, a "**Principal Owner**"), at Closing, shall deliver to Buyer a Non-Compete Agreement in form and substance acceptable to the parties, providing that such person or entity will not, directly or indirectly, until the tenth (10th) Contingent Consideration Payment Date, own, operate, manage, develop, open, invest in (other than stock traded in a public market), sponsor, or promote, any casino gaming facility, slot facility, or horse or harness racing facility within a 200 mile radius of the Land (the "**Geographic Area**"), or advertise or promote within the Geographic Area a competing casino gaming facility, or slot facility; provided; however; nothing in this Section 17 shall restrict Alfred Ross from sponsoring and racing horses in his own capacity.

18. Governing Law; Jurisdiction; Miscellaneous:

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and both Seller and Buyer shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect and the Parties shall negotiate in good faith to agree upon and implement replacement terms that most closely preserve the economic costs and benefits inherent in the impossible or unenforceable provision(s). In the event of a dispute under this Agreement, Buyer and Seller agree that the

appropriate forum for any such disputes shall be a Federal Court of competent jurisdiction located in Boston, Massachusetts.

- (b) Except as otherwise expressly set forth in this Agreement, each Party will pay its own (and its representative's) fees and expenses incurred in connection with the negotiation, preparation, execution and delivery of this Agreement and the negotiation of the transaction documents. In the event of litigation between the Parties, the Court shall have discretion to order that the substantially prevailing Party shall be entitled to be awarded fees, costs and expenses incurred in respect of such litigation. In the event that a Court of competent jurisdiction shall deem any litigation to be subject to summary dismissal (and such determination is not reversed on appeal), frivolous or brought in bad faith, the prevailing Party shall be entitled to be awarded all fees, costs and expenses incurred in respect of such litigation.
- (c) The Principal Owners shall be deemed third party beneficiaries with respect to any payments to be made by the Buyer hereunder. Subject to the foregoing, nothing in this Agreement shall be construed as implying or intending any third party beneficiaries to this Agreement.
- (d) Each party acknowledges that it has had the opportunity to have counsel review this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring any Party by virtue of the authorship of any of the provisions of this Agreement.
- (e) Any notices required hereunder shall be in writing, shall be transmitted by nationally recognized overnight courier, by email attachment or by electronic facsimile, in each case with reasonable confirmation of delivery or refusal of delivery. Delivery shall be deemed to have occurred on the first business day following the date of such reasonable confirmation., Notices shall be addressed to the Parties as follows:

- (i) If intended to Seller, to:

Ourway Realty, LLC
301 Washington Street
Plainville, MA 02762
Attention: President

- (ii) If intended to Buyer, to:

Penn National Gaming, Inc..
825 Berkshire Boulevard
Wyomissing, Pennsylvania 19610

Attention: Office of General Counsel
Fax:

with copy to:

Kasowitz, Benson, Torres & Friedman LLP
1633 Broadway
New York, New York 10019
Attn: Wallace L. Schwartz, Esq.
Fax: (212) 500-3487

- (f) This Agreement may be executed in counterparts each of which shall be considered an original. Any signature page that is faxed or transmitted electronically shall be effective as an original signature page. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.
- (g) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all prior negotiations, understandings and agreements of the Parties relative to the subject matter of this Agreement. For avoidance of doubt, except as expressly provided herein, the Temporary Operations Agreement is a separate agreement herefrom enforceable on its terms.
- (h) Nothing contained herein shall create a joint venture or partnership between Buyer and Seller, or an agency principal relationship.
- (i) This Agreement is solely for the benefit of Buyer and Seller and, except as set forth above with respect to Principal Owners, nothing contained in this Agreement shall be deemed to confer upon anyone other than Buyer and Seller any right to insist upon or to enforce the performance or observance of any of the obligations contained herein or therein. All conditions to the obligations of Buyer and Seller to consummate the transactions contemplated by this Agreement are imposed solely and exclusively for the benefit of each such party as provided therein and no other Person shall have standing to require satisfaction of such conditions in accordance with their terms or be entitled to assume that Buyer or Seller will refuse to consummate the transactions contemplated by this Agreement in the absence of strict compliance with any or all thereof and no other Person shall under any circumstances be deemed to be a beneficiary of such conditions, any or all of which may be freely waived in whole or in part by Buyer or Seller (as applicable) if, in each party's sole discretion, such party deems it advisable or desirable to do so.
- (j) The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof. All references herein to the word "including" shall be deemed to be references to "including, without limitation."

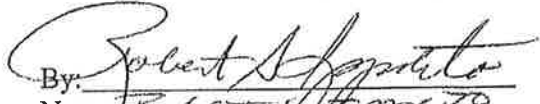
- (k) Time is of the essence under this Agreement.
- (l) Buyer and Seller each acknowledge and agree that this Agreement is a legally binding document.
- (m) This Agreement cannot be amended except as agreed to in writing by the parties.
- (n) This Agreement may not be assigned or transferred, directly or indirectly, by either Party without the prior written consent of the other which consent shall not be unreasonably withheld, delayed or conditioned; provided, however, this Agreement may be assigned by Buyer without Seller's consent to any affiliate of Buyer that is financially and otherwise capable of performing Buyer's obligations under this Agreement. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. In the event Buyer assigns its rights and obligations under this Agreement, such assignment shall include all post-Closing obligations of Buyer hereunder.
- (o) The following shall survive any termination of this Agreement: (i) payment obligations incurred as of any termination of this Agreement, or which with the passage of time would become due following any such termination, (ii) each party's obligations with respect to the restrictions on use and disclosure of Confidential Information shall survive any termination of this Agreement, and (iii) provisions which by their nature continue in effect for a period of up to one year following the Agreement's termination.
- (p) This Agreement is subject to the review of the MGC any other Massachusetts regulatory authority, body, or any agency which has, or may at any time after the date hereof have, jurisdiction over the gaming activities at the Project, or any successor to any such authority, body or agency. Buyer and Seller and their respective affiliates, to the extent reasonably necessary, in connection with any review of this Agreement by the MGC shall execute and deliver any further documents or instruments, including amendments to this Agreement, as may be required and which do not alter the terms of this Agreement in a manner unfavorable to either party or which imposes an undue burden on a party.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Seller and Buyer execute this Agreement on the date(s) shown, intending to bind themselves and their respective heirs, personal representatives, executors, successors and assigns.

BUYER:

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

By: 
Name: Robert J. Stappolito
Title: Sec/Treas of Western Mass.
Gaming Venture LLC, sole
Member

SELLER:

OURWAY REALTY, LLC,
a Massachusetts limited liability company

By: _____
Name:
Title:

PRINCIPAL OWNER:

The undersigned joins this Agreement for the
purpose of ratifying and assuming the
obligations arising under Section 17:

Alfred Ross, an individual

Stanley Fulton, an individual

Seller and Buyer execute this Agreement on the date(s) shown, intending to bind themselves and their respective heirs, personal representatives, executors, successors and assigns.

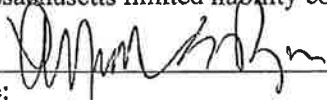
BUYER:

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

By: _____
Name:
Title:

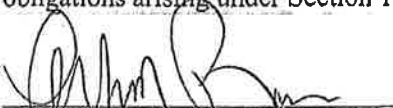
SELLER:

OURWAY REALTY, LLC,
a Massachusetts limited liability company

By: 
Name:
Title: *man.*

PRINCIPAL OWNER:

The undersigned joins this Agreement for the purpose of ratifying and assuming the obligations arising under Section 17:


Alfred Ross, an individual

Stanley Fulton, an individual

Seller and Buyer execute this Agreement on the date(s) shown, intending to bind themselves and their respective heirs, personal representatives, executors, successors and assigns.

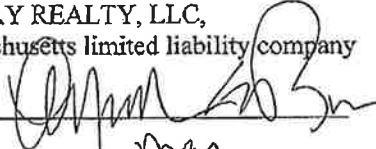
BUYER:

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

By: _____
Name:
Title:

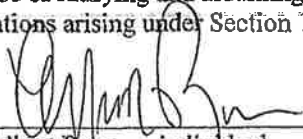
SELLER:

OURWAY REALTY, LLC,
a Massachusetts limited liability company

By: 
Name: mgr.
Title:

PRINCIPAL OWNER:

The undersigned joins this Agreement for the
purpose of ratifying and assuming the
obligations arising under Section 16:


Alfredbert Ross, an individual



Stanley Fulton, an individual

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

A certain parcel of land situated in said Plainville, bounded and described as follows:

Northwesterly, Northerly, Northwesterly and Northerly by the Southeasterly, Southerly, Southeasterly and Southerly lines of Interstate Route-495, No Access, thirty one hundred one and 12/100 (3101.12) feet:

Northeasterly, two hundred fifty nine and 90/100 (25.90) feet, and

Southeasterly, about ninety one (91) feet, by land now or formerly of the City of Attleboro;

Southerly, Southeasterly, Easterly, Southeasterly and Easterly, by Lake Mitimichi;

Southeasterly by Haynes Road, about two hundred nine and 79/100 (209.79) feet;

Northwesterly, twenty two and 69/100 (22.69) feet;

Westerly, one hundred nine and 82/100 (109.82) feet;

Southerly, one hundred (100) feet, and

Easterly, one hundred sixty and 88/100 (160.88) feet, by land now or formerly of Reservoir Estates Inc.;

Southwesterly by said Haynes Road, one hundred ninety one and 13/100 (191.13) feet;

Northwesterly, thirty seven and 36/100 (37.36) feet;

Westerly, one hundred twenty two and 55/100 (122.55) feet; and

Southerly, one hundred twenty (120) feet, by land now or formerly of said Reservoir Estates, Inc.;

Westerly by land now or formerly of Richard Freitas et al, two hundred eighty six and 49/100 (286.49) feet;

Southerly by lands of sundry adjoining owners, shown on plan filed with Certificate No. 110963, nine hundred twenty four (924) feet;

Easterly by land now or formerly of Richard A. Laliberte, three hundred thirty (330) feet;

Southeasterly by said Haynes Road, two hundred eighty eight and 98/100 (288.98) feet; and

Southwesterly by land now or formerly of F.E. Daddaria, fourteen hundred forty six and 07/100 (1446.07) feet.

EXHIBIT A
LEGAL DESCRIPTION – CONTINUED

All of said boundaries, except the water lines, are determined by the Land Court to be located as shown on the following plans which comprise lot number 12 on a plan drawn by Ralph I. Maloon, Surveyor, dated December 12, 1974, as modified and approved by said Court, filed in the Land Registration Office as No. 39078A, a copy of a portion of which is filed in Norfolk Registry District with Certificate No. 110964, Sheet 1, Book 555; and a parcel on a plan drawn by Ralph I. Maloon, Surveyor, dated December 12, 1974, as modified and approved by said Court, filed in the Land Registration Office as No. 39077A, a copy of a portion of which is filed in Norfolk Registry District with Certificate No. 110963, Sheets 1 and 2, Book 555.

Together with the rights, if any, created by a Commonwealth of Massachusetts Taking, dated May 12, 1965, recorded with Norfolk Registry of Deeds at Book 4254, Page 076 (RTE 495).

EXHIBIT "B"
MEMORANDUM OF OPTION

MEMORANDUM OF OPTION AND PURCHASE AGREEMENT

Reference is hereby made to that certain Option and Purchase Agreement dated as of September 3, 2013 by and Ourway Realty, LLC ("Seller") and Western Mass. Gaming Ventures, LLC ("Buyer") involving certain property in Plainville, Middlesex County, Massachusetts (the "Agreement").

In the Agreement, Seller grants Buyer an option to purchase (the "Option") subject to the terms and conditions contained therein. Notice is hereby given of the following essential terms of such Option:

SELLER: Ourway Realty, LLC, a Massachusetts limited liability company, having an address of c/o 301 Washington Street Plainville, Massachusetts 02762.

BUYER: Springfield Gaming and Redevelopment, LLC, a Delaware limited liability company, having an address of c/o Penn National Gaming, Inc., 825 Berkshire Boulevard, Wyomissing, PA 19610

PROPERTY SUBJECT TO OPTION: The property that is subject to the Option is approximately 88.9 acres located at 301 Washington Street, Plainview, Norfolk County, Massachusetts which is more particularly described in Exhibit A attached hereto and made a part hereof (the "Property").

OPTION PERIOD: Unless terminated earlier in accordance with the provisions of the Agreement, the Option shall be for a period commencing on the date hereof and expiring on March 31, 2014. Buyer has the right to extend the expiration date of the Option to March 31, 2016, subject to the terms of the Agreement.

CLOSING: If Buyer exercises the Option, the closing of the conveyance of the Property to Buyer shall occur on the date which is 20 days after the delivery of the Buyer Closing Notice (as defined in the Agreement) or on such later date as Seller and Buyer may mutually agree.

BINDING EFFECT: In the event Buyer does not exercise the Option by the applicable deadlines set forth in the Agreement or the Option otherwise lapses or terminates in accordance with the terms of the Agreement, the termination of the Option may be confirmed by either (i) an instrument in recordable form executed by both

Seller and Buyer confirming the termination of the Option or (ii) an affidavit in recordable form executed by Seller stating that the Option has been duly terminated.

ADDITIONAL TERMS:

The Agreement contains additional terms and conditions which are not enumerated in this Memorandum. Nothing in this Memorandum shall modify or amend the Agreement and, in the event of any inconsistency between the terms of the Agreement and the terms of this Memorandum, the terms of the Agreement shall govern.

This Memorandum may be executed in any number of multiple counterparts each of which, when taken together, shall constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank]

EXECUTED under seal as of the 3rd day of September, 2013.

SELLER:

OURWAY REALTY, LLC,
a Massachusetts limited liability company

By: _____

Name:

Title:

BUYER:

SPRINGFIELD GAMING AND
REDEVELOPMENT, LLC, Delaware limited
liability company

By: _____

Name:

Title:

STATE OF _____)
) ss.
COUNTY OF _____)

September 3, 2013

Before me, the undersigned notary public, personally appeared the above named _____, the _____ of Ourway Realty, LLC, whose name is signed on the preceding document, and such person acknowledged to me that he/she signed such document voluntarily, for its stated purpose. The identity of such person was proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, or personal knowledge of the undersigned.

Notary Public
My Commission Expires:

STATE OF _____)
) ss.
COUNTY OF _____)

September 3, 2013

Before me, the undersigned notary public, personally appeared the above named _____, the _____ of Springfield Gaming and Redevelopment, LLC, whose name is signed on the preceding document, and such person acknowledged to me that he/she signed such document voluntarily, for its stated purpose. The identity of such person was proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, or personal knowledge of the undersigned.

Notary Public
My Commission Expires:

EXHIBIT A

Legal Description of Property

A certain parcel of land situated in said Plainville, bounded and described as follows:

Northwesterly, Northerly, Northwesterly and Northerly by the Southeasterly, Southerly, Southeasterly and Southerly lines of Interstate Route-495, No Access, thirty one hundred one and 12/100 (3101.12) feet:

Northeasterly, two hundred fifty nine and 90/100 (25.90) feet, and

Southeasterly, about ninety one (91) feet, by land now or formerly of the City of Attleboro;

Southerly, Southeasterly, Easterly, Southeasterly and Easterly, by Lake Mitimichi;

Southeasterly by Haynes Road, about two hundred nine and 79/100 (209.79) feet;

Northwesterly, twenty two and 69/100 (22.69) feet;

Westerly, one hundred nine and 82/100 (109.82) feet;

Southerly, one hundred (100) feet, and

Easterly, one hundred sixty and 88/100 (160.88) feet, by land now or formerly of Reservoir Estates Inc.;

Southwesterly by said Haynes Road, one hundred ninety one and 13/100 (191.13) feet;

Northwesterly, thirty seven and 36/100 (37.36) feet;

Westerly, one hundred twenty two and 55/100 (122.55) feet; and

Southerly, one hundred twenty (120) feet, by land now or formerly of said Reservoir Estates, Inc.;

Westerly by land now or formerly of Richard Freitas et al, two hundred eighty six and 49/100 (286.49) feet;

Southerly by lands of sundry adjoining owners, shown on plan filed with Certificate No. 110963, nine hundred twenty four (924) feet;

Easterly by land now or formerly of Richard A. Laliberte, three hundred thirty (330) feet;

Southeasterly by said Haynes Road, two hundred eighty eight and 98/100 (288.98) feet; and

EXHIBIT A

LEGAL DESCRIPTION – CONTINUED

Southwesterly by land now or formerly of F.E. Daddaria, fourteen hundred forty six and 07/100 (1446.07) feet.

All of said boundaries, except the water lines, are determined by the Land Court to be located as shown on the following plans which comprise lot number 12 on a plan drawn by Ralph I. Maloon, Surveyor, dated December 12, 1974, as modified and approved by said Court, filed in the Land Registration Office as No. 39078A, a copy of a portion of which is filed in Norfolk Registry District with Certificate No. 110964, Sheet 1, Book 555; and a parcel on a plan drawn by Ralph I. Maloon, Surveyor, dated December 12, 1974, as modified and approved by said Court, filed in the Land Registration Office as No. 39077A, a copy of a portion of which is filed in Norfolk Registry District with Certificate No. 110963, Sheets 1 and 2, Book 555.

Together with the rights, if any, created by a Commonwealth of Massachusetts Taking, dated May 12, 1965, recorded with Norfolk Registry of Deeds at Book 4254, Page 076 (RTE 495).

EXHIBIT "C"
QUITCLAIM DEED

QUITCLAIM DEED

OURWAY REALTY LLC, D/B/A PLAINRIDGE RACECOURSE, a Massachusetts limited liability company, having an address at 301 Washington Street, Plainville, Massachusetts 02762, for consideration of Forty Two Million and 00/100 Dollars (\$42,000,000.00) paid, grants to SPRINGFIELD GAMING AND REDEVELOPMENT, LLC, a Delaware limited liability company having an address of c/o Penn National Gaming, Inc., 825 Berkshire Boulevard, Wyomissing, Pennsylvania 19610, Attention: General Counsel, with QUITCLAIM COVENANTS, the land and improvements thereon legally described in Exhibit A attached hereto and incorporated herein by this reference.

This conveyance is made subject to and with the benefit of all restrictions, easements and encumbrances that are of record, so far as the same may be in force and applicable, and to the lien of real estate taxes not yet due and payable.

Executed under seal as the _____ day of _____, 201_.

OURWAY REALTY LLC

By: _____
Name:
Title:

STATE OF _____)
) ss.
COUNTY OF _____) _____, 201__

Before me, the undersigned notary public, personally appeared the above named _____, whose name is signed on the preceding document, and such person acknowledged to me that he/she signed such document voluntarily, for its stated purpose. The identity of such person was proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, or personal knowledge of the undersigned.

Notary Public

My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION

A certain parcel of land situated in said Plainville, bounded and described as follows:

Northwesterly, Northerly, Northwesterly and Northerly by the Southeasterly, Southerly, Southeasterly and Southerly lines of Interstate Route-495, No Access, thirty one hundred one and 12/100 (3101.12) feet:

Northeasterly, two hundred fifty nine and 90/100 (25.90) feet, and

Southeasterly, about ninety one (91) feet, by land now or formerly of the City of Attleboro;

Southerly, Southeasterly, Easterly, Southeasterly and Easterly, by Lake Mitimichi;

Southeasterly by Haynes Road, about two hundred nine and 79/100 (209.79) feet;

Northwesterly, twenty two and 69/100 (22.69) feet;

Westerly, one hundred nine and 82/100 (109.82) feet;

Southerly, one hundred (100) feet, and

Easterly, one hundred sixty and 88/100 (160.88) feet, by land now or formerly of Reservoir Estates Inc.;

Southwesterly by said Haynes Road, one hundred ninety one and 13/100 (191.13) feet;

Northwesterly, thirty seven and 36/100 (37.36) feet;

Westerly, one hundred twenty two and 55/100 (122.55) feet; and

Southerly, one hundred twenty (120) feet, by land now or formerly of said Reservoir Estates, Inc.;

Westerly by land now or formerly of Richard Freitas et al, two hundred eighty six and 49/100 (286.49) feet;

Southerly by lands of sundry adjoining owners, shown on plan filed with Certificate No. 110963, nine hundred twenty four (924) feet;

Easterly by land now or formerly of Richard A. Laliberte, three hundred thirty (330) feet;

Southeasterly by said Haynes Road, two hundred eighty eight and 98/100 (288.98) feet; and

Southwesterly by land now or formerly of F.E. Daddaria, fourteen hundred forty six and 07/100 (1446.07) feet.

EXHIBIT A
LEGAL DESCRIPTION – CONTINUED

All of said boundaries, except the water lines, are determined by the Land Court to be located as shown on the following plans which comprise lot number 12 on a plan drawn by Ralph I. Maloon, Surveyor, dated December 12, 1974, as modified and approved by said Court, filed in the Land Registration Office as No. 39078A, a copy of a portion of which is filed in Norfolk Registry District with Certificate No. 110964, Sheet 1, Book 555; and a parcel on a plan drawn by Ralph I. Maloon, Surveyor, dated December 12, 1974, as modified and approved by said Court, filed in the Land Registration Office as No. 39077A, a copy of a portion of which is filed in Norfolk Registry District with Certificate No. 110963, Sheets 1 and 2, Book 555.

Together with the rights, if any, created by a Commonwealth of Massachusetts Taking, dated May 12, 1965, recorded with Norfolk Registry of Deeds at Book 4254, Page 076 (RTE 495).

EXHIBIT "D"
EBITDA CALCULATION

- (a) EBITDA Definition. EBITDA shall mean earnings before interest, taxes, depreciation and amortization derived from the net income of Buyer at the facility (which shall include all revenues from operations on the Land or related to the Project), calculated in accordance with generally accepted accounting principles with respect to net income in effect at the time, including a reduction for a corporate assessment fee (which assessment must be of the same type assessed by Buyer's ultimate parent on its other operating subsidiaries at substantially similar properties in size, scope and geography), including, without limitation, audit expenses, legal fees, and insurance) or for employees of the Buyer or its affiliates substantially dedicated to the Project. EBITDA will specifically exclude (i) any rent paid by Buyer to its affiliates if the Project is subject to a sale-leaseback with an affiliate, (ii) any amounts payable for fees and services pursuant to any transaction between Buyer and its affiliates which are substantially above market rate terms.
- (b) Delivery of EBITDA Notices and Financial Statements. Upon each Contingent Consideration Payment Date, Buyer shall deliver to the Seller or its duly appointed representative (the "**Seller Representative**") a notice (the "**EBITDA Notice**") setting forth in reasonable detail Buyer's calculation of EBITDA. Each EBITDA Notice shall be accompanied by a certificate of a duly authorized officer of Buyer stating that the EBITDA Notice was prepared in accordance with this Agreement. In addition, within 60 days following the end of the first four full Fiscal Quarters following the opening of the Project's operations to the public at the Land and on each anniversary thereof, Buyer shall deliver to the Seller a balance sheet, statement of operations, and statement of cash flows for the Buyer, which shall be maintained on a stand-alone basis and shall be reviewed or audited by an independent accounting firm (the "**Annual Financial Statements**"). The Seller Representative will have 120 days following Buyer's delivery of the Annual Financial Statements to review and respond to the Annual Financial Statements, during which period Buyer will grant the Seller Representative and its Representatives reasonable access during normal business hours to the books and records of the Buyer, including work papers (if any) prepared by Buyer's independent accountants (subject to compliance with Buyer's independent accountants' customary procedures for release) with respect to such Annual Financial Statements.
- (c) Review Period. Unless the Seller Representative has delivered to Buyer a written letter of its disagreement with any EBITDA Notice delivered during the period covered by the Annual Financial Statements (a "**Notice of Disagreement**") on or prior to the 121st day following Buyer's delivery of such Annual Financial Statements to the Seller Representative, each such EBITDA Notice during the fiscal year covered by the Annual Financial Statements will become final on the 121st day following Buyer's delivery of such Annual Financial Statements to the Seller Representative, provided however, that the Seller and Seller's representative shall have a continuing one-year right to dispute

prior EBITDA Notices that may contain errors uncovered by restatements of any financial statements, or which were subject of fraud.

(d) Meeting to Resolve Proposed Adjustments. As soon as reasonably practicable, but in no event later than 20 days, after the Seller Representative's delivery of an Notice of Disagreement, Buyer and the Seller Representative will meet and endeavor to resolve any disagreements in the calculation of EBITDA. If Buyer and the Seller Representative reach agreement in writing on such adjustments, the Contingent Payment Amounts delivered during the applicable fiscal year will be modified to reflect the adjustments accepted pursuant to this Section.

(e) Resolution by Arbitration.

(i) If Buyer and the Seller Representative do not resolve to their mutual satisfaction all disputed adjustments in an EBITDA Notice of Disagreement within 25 days (or such longer period agreed to in writing by Buyer and the Seller Representative) following the meeting provided for in Section (d) above, any disputes will be settled by the Boston, Massachusetts office of an independent accounting firm not engaged by the Buyer or its affiliates at any time during the preceding three-year period and mutually agreed upon by the parties (agreement not to be unreasonably withheld or delayed) (the "Arbitrator") in accordance with the provisions of this Section (e).

(ii) On or prior to the 40th day (or such later date that is the same number of days following such day equal to the number of days by which the 25-day period provided for in above is extended by Buyer and the Seller Representative) following the meeting provided for in Section (d), above, Buyer will furnish the Arbitrator with a copy of this Agreement, the Annual Financial Statements, the EBITDA Notice, the related EBITDA Notice of Disagreement and any other relevant correspondence between the Parties. Buyer and the Seller Representative will also give the Arbitrator: (A) position papers outlining such Party's respective arguments and supporting documentation for such Party's position; and (B) access to the books and records of the Buyer and its subsidiaries, including any work papers or other schedules prepared by such Party's accountants (subject to compliance with such Party's accountants' customary procedures for release) relating to the preparation of the applicable EBITDA Notices, the Annual Financial Statements and the related Notice of Disagreement.

(iii) The Arbitrator's engagement will be limited to determining the amount of the Contingent Payment due to the Seller under this Agreement for the applicable fiscal year. The fees and expenses of the Arbitrator shall be borne by the party requesting the Arbitrator's review, unless the findings reveal that the EBITDA Notice was incorrect by greater than ten percent (10%).

- (iv) The Arbitrator's determination will be conclusive and binding upon the parties and may be entered and enforced in any court of competent jurisdiction.

EXHIBIT "E"
ASSIGNMENT AND ASSUMPTION

ASSIGNMENT AND ASSUMPTION OF HOST COMMUNITY AGREEMENT

OURWAY REALTY, LLC
(Assignor)

and

SPRINGFIELD GAMING AND REDEVELOPMENT, LLC
(Assignee)

Dated: As of [_____], 201_

ASSIGNMENT AND ASSUMPTION OF HOST COMMUNITY AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF HOST COMMUNITY AGREEMENT (this "Assignment"), dated as of [____],¹ made by OURWAY REALTY, LLC, doing business as Plainridge Racecourse, a [____] having an office at [____] ("Assignor") and SPRINGFIELD GAMING AND REDEVELOPMENT, LLC a Delaware limited liability company having an office at 825 Berkshire Boulevard, Wyomissing, PA 19610 ("Assignee").

W I T N E S S E T H :

WHEREAS, pursuant to that certain Option and Purchase Agreement (the "Agreement"), dated as of [September____], 2013, between Assignor and Assignee, Assignor agreed to sell and Assignee agreed to purchase land and certain assets located in the Town of Plainville, Massachusetts, as described on Exhibit A attached hereto and made a part hereof, on the terms and subject to the conditions set forth therein, together with certain other assets of Assignor; and

WHEREAS, the Agreement contemplates that as consideration for the execution of the Agreement, (i) Assignor will immediately assign to Assignee all of Assignor's right, title and interest in and to that certain Host Community Agreement (as the same may have been amended, the "Host Community Agreement"), dated July 8, 2013, between Assignor and The Town of Plainville, Massachusetts, a municipality in the Commonwealth of Massachusetts, attached hereto as Exhibit B, and all of Assignor's rights and obligations arising thereunder, and (ii) Assignee will accept such assignment and assume such rights and obligations; and

WHEREAS, the execution of the Agreement is occurring as of the date hereof.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the mutual receipt and legal sufficiency of which the parties hereto hereby acknowledge, Assignor and Assignee hereby agree as follows:

~~1. *Definitions.* Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed thereto in the Agreement.~~

2. *Assignment.* Assignor hereby assigns to Assignee (i) all of Assignor's right, title and interest in and to the Host Community Agreement, and (ii) all of Assignor's duties and obligations to the extent accruing under the Host Community Agreement from and after the date hereof.

3. *Assumption.* Assignee hereby accepts the assignment, and assumes the duties and obligations, described in Section 2 hereof.

4. *Amendment.* This Assignment may not be amended, modified, or terminated except by an instrument, in writing, executed by the parties hereto.

5. *Successors.* This Assignment is binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

¹ The closing date under the Option Agreement.

6. *Further Assurances.* Each of Assignor and Assignee agree to execute, acknowledge (where appropriate) and deliver such other or further instruments of transfer or assignment as the other party may reasonably require to confirm the foregoing assignment and assumption, or as may be otherwise reasonably requested by Assignee or Assignor to carry out the intent and purposes hereof.

7. *Contingency.* This assignment is contingent upon the Town of Plainville consenting to the assignment of the host community agreement to Assignee. If the Town of Plainville does not consent to the assignment, this assignment is null and void.

8. *Governing Law.* This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law.

9. *Counterparts.* This Assignment may be executed in any number of counterparts, which together shall constitute one single agreement of the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first written above.

ASSIGNOR:

OURWAY REALTY, LLC,
a Massachusetts limited liability company

By: _____
Name:
Title:

ASSIGNEE:

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

By: _____
Name:
Title:

EXHIBIT A
The Land

EXHIBIT B
Host Community Agreement

SCHEDULE 10(D)(XVI)

Assets

1. 2004 John Deere model 6420 4WD tractor
2. 2001 John Deere model 6330 tractor with cab

EXHIBIT 15

Has applicant's entire premises been approved by local authorities in accordance with Section 13A of Chapter 128A of the General Laws?

Yes

Submit as Exhibit 15 a copy of the applicant's approval. If applicant's premises have not been approved in accordance with c.128A §13A, explain why such approval was not obtained.

Please see letter from the Town of Plainville Board of Selectmen dated September 29, 1997, attached as **Exhibit 15A**, and the Certified Special Election results for the Town of Plainville's September 10, 2013 election, attached as **Exhibit 15B**.



TOWN OF PLAINVILLE

Office of the

BOARD OF SELECTMEN

September 29, 1997

Massachusetts State Racing Commission
1 Ashburton Place
Boston, MA 02108

Dear Commissioners:


This letter is meant to inform you that on September 8, 1997, the Plainville Board of Selectmen held a public hearing on the request of Manager Acquisition Corporation to locate a harness racing facility within the Town of Plainville. That public hearing was held pursuant to the requirements of MGL Chapter 128A, section 13A, and as such was properly posted and advertised (copy enclosed).

I am pleased to inform you that, after due consideration, the Board voted affirmatively to conditionally approve the suitability of the proposed site. The site, as proposed, is located on Washington Street (Route 1) at its southeasterly intersection with Route 495. It is important that I communicate to you the basis of the condition attached to the approval. Given the proximity of the Route 495 interchange there is concern with traffic accessing and exiting from the site. Therefore, the condition placed on the approval was that a professionally prepared traffic study be prepared for the site given the intended use.

It was and continues to be the wish of the Board of Selectmen that this proposal is allowed to go forward. Given the time required to prepare such a study, it did not seem practical or even possible to have the traffic study completed prior to the October 1 submittal deadline to the Commission. Consequently, the Board felt comfortable in approving the site suitability provided that all parties concerned remain mindful of the need for the traffic study.

Based on this understanding, the Board of Selectmen is anxious to see this application move forward in the licensing process and look forward to working through the Commission in bringing the proposal to fruition. We are most anxious to share with you, through the public hearing process, how such a facility will be of benefit to the community of Plainville and to the harness racing industry as well. In the interim, I remain eager to answer any questions on behalf of the Town, which this application may generate. Please feel free to contact me at (508) 695-3010 ext.11 if I can assist your deliberations in any way.

Sincerely,


Joseph E. Fernandes
Town Administrator

PLAINVILLE BOARD OF SELECTMEN
MINUTES FOR MEETING HELD - SEPTEMBER 8, 1997

Chairman, Andrea Soucy, called the meeting to order at 7:30 p.m. Also present were Charles Smith, Ronald Fredrickson and Town Administrator, Joseph Fernandes.

I. MINUTES

None

II. LICENSES & PERMITS

7:45 p.m. John Pasquantonio d/b/a Johnny's Oil. Fuel Storage Permit. Andrea Soucy opened the public hearing on the application of Mr. Pasquantonio. Mr. Pasquantonio was not present and matters were continued for hearing at next regular Board of Selectmen meeting. Ronald Fredrickson moved Charles Smith seconded and it was unanimously

VOTED: To adjourn the public hearing for John Pasquantonio until Monday, September 15, 1997 at the same time.

Charles Smith moved, Ronald Fredrickson seconded and it was unanimously

VOTED: To recess this meeting at 7:50, to reconvene in the upstairs room for the purpose of conducting a public hearing on the suitability of location for a proposed racetrack

8:00 p.m. Meeting reconvened - on the advice of Fire Chief, the meeting was moved to the fire station, due to the number of people present and lack of egress. Charles Smith moved, Ronald Fredrickson seconded and it was unanimously

VOTED: To transfer meeting across the street to the Plainville Fire Station.

Everyone moved across the street and the meeting was again reconvened at 8:20 p.m.

Robert Kraus, attorney for Management Acquisition Corp. made a presentation regarding a proposed application for harness racing track site approval by MAC in the Rte.495/Route 1/152 area. Mr. Kraus stated MAC wished to submit a harness racing license

application to the Massachusetts State Racing Commission by the deadline of October 1, 1997. The MAC Group had requested this hearing to test the feasibility of such an application. Mr. Kraus noted the proposed raceway could benefit the Town of Plainville by providing one quarter of 1% of "handle", meaning approximately \$250,000.00 per year to the town, plus costs of police and fire services and estimated a total of approximately \$500,000.00 of income to the town. The parcel of land the group is interested in totals approximately 90 acres.

Mr. Kraus, to a question from Andrea Soucy on status, noted negotiations had been taking place with the Pacella estate and, based on the outcome of this hearing and a prospective license application, the MAC Group expected favorable outcome.

To a question from Charles Smith, Mr. Kraus noted traffic problems would be addressed and an engineering study would be required if the application were successful.

Various members of the audience present spoke in favor or against the proposal:

David Bois - questioned if water and sewer issues had been addressed. Mr. Kraus noted a feasibility study would be carried out as part of the application process.

Tim Dyer, 1 Oak Drive asked if a raceway was the only possibility for the area in question, and asked if any other plan had been considered, i.e. office buildings. Charles Smith noted the acreage was not adequate enough.

Arthur Roy, 74 Warren Street had a question regarding slot machines.

Mike Mullane, 18 Rhodes Street asked if a referendum vote was needed. The board told him this was not so.

Grace Simmons of Spring Street noted her objection, stating a rezoning application was to be presented at town meeting to rezone the area in question and felt granting approval to MAC would eliminate any other proposals for the area once rezoning is approved.

Town Administrator, Joseph Fernandes, noted he had spoken with lawyer for the Racing Commission and advice received noted blanket approval was not necessary - approval could be conditional upon a number of matters, e.g. parking, egress, etc.

After further discussion with members of the audience, Ronald Fredrickson moved, Charles Smith seconded and it was unanimously

VOTED: To support the request based upon contingencies noted by Joseph Fernandes.

BOS Minutes - September 9, 1997

American Legion - One day license modification - to allow outside sales and consumption of alcohol at a planned pig roast, September 20, 1997 from 1-6 p.m. Legion has now scaled this down to a clam bake. Joseph Fernandes noted he had spoken with Chief Merrick and, due to scaling down of people in attendance, a police detail would not be required. Charles Smith moved, Andrea Soucy seconded (Ronald Fredrickson abstaining) and it was

VOTED: To approve the one day license modification as detailed above.

III. APPOINTMENTS WITH THE BOARD

Jack Flynn - Letter regarding fire candidate selection process. Mr. Flynn was present and noted his objection to the process used appointing firefighters to the rank of lieutenant after recent interviews. Mr. Flynn stated his dismay that a recommendation (of one of the candidates) by the Fire Chief was not taken by the Board. Andrea Soucy noted Mr. Flynn's objection but advised the board had issues of concern regarding the recommendation and had acted accordingly.

IV. BOARDS AND COMMITTEES

School Committee - Letter of resignation received from Laurence Cochrane. Joseph Fernandes noted the board should announce this vacancy for thirty days and then move to fill same.

Peter Brock, Chairman Conservation Commission - member recommendation. Charles Smith moved, Ronald Fredrickson seconded and it was unanimously

VOTED: To appoint Richard Lewis to the Conservation Commission.

Council on Aging. Ronald Fredrickson moved, Charles Smith seconded and it was unanimously

VOTED: To appoint Rev. Richard Noyes to board of Council on Aging.

Availability Card - Leland Ross - for Radio Committee. Ronald Fredrickson moved, Charles Smith seconded and it was unanimously

VOTED: To appoint Leland Ross to the Radio Committee.

BCS Minutes - September 9, 1997

VI. NEW BUSINESS

Internal Borrowing - \$175,000 for temporary classrooms. Ronald Fredrickson moved, Charles Smith seconded and it was unanimously

VOTED: To approve request of Town Treasurer re: internal borrowing in the amount of \$175,000.00.

VII. OLD BUSINESS

Joseph Fernandes advised the board James Marshall would be resigning as Highway Superintendent and concentrating on his position as Water/Sewer Superintendent. Ronald Fredrickson moved, Charles Smith seconded and it was unanimously

VOTED: To appoint Calvin Hall as Acting Highway Superintendent until April 1, 1998, wage to be negotiated.

There being no further business, Charles Smith moved, Ronald Fredrickson seconded and it was unanimously

VOTED: To adjourn at 10:15 p.m.

A true record

Attest:

Angela M. Clayton,
Recording Clerk

Minutes approved on:

Jan 4, 1998

By:

Andrea Soucy, Clerk
Plainville Board of Selectmen

A TRUE COPY, ATTEST:

Ellen M. Robertson

ELLEN M. ROBERTSON
TOWN CLERK

September 16, 2013

EXHIBIT 15B



COMMONWEALTH OF MASSACHUSETTS
TOWN OF PLAINVILLE

OFFICE OF THE TOWN CLERK

142 SOUTH STREET, P.O. BOX 1717
PLAINVILLE, MA 02762

ELLEN M. ROBERTSON, CMC, CMMC
Town Clerk

ie
vt

Tel. (508) 695-3010 x19
Fax. (508) 695-1857

September 11, 2013

To whom it may concern:

I hereby certify that all ballots cast for Question One in the Special Town Election held on September 10, 2013 at the Beatrice Wood Elementary School 72 Messenger Street Plainville, Norfolk County, Massachusetts for precincts one, two and three have been counted and recorded in accordance with the law, and that the following return of votes is correct.

Ellen M Robertson

Ellen M. Robertson, Town Clerk

QUESTION ONE

Shall the Town of Plainville permit the operation of a gaming establishment licensed by the Massachusetts Gaming Commission to be located at Plainridge Racecourse, 301 Washington Street, Plainville? YES _____ NO _____

A "YES" vote would allow the owner of Plainridge Racecourse to apply to the Massachusetts Gaming Commission for a license to operate a gaming facility in accordance with a Host Community Agreement executed between the Town and the Racecourse's owner. The primary terms of the Agreement are set forth below.

A "No" vote would prohibit the operation of such a gaming facility and prevent the applicant from submitting a final application to the Massachusetts Gaming Commission.

Summary of Key-Points Within the Plainridge Host Community Agreement

Financial

- Plainridge to pay for all consulting and legal costs incurred by the Town as part of the licensing process subject to budgetary review
- Plainridge to pay \$1,500,000 in real and personal property taxes upon full commencement of gaming. The tax payment will increase 2 ½ % per year, and increase further upon the construction of any additional space beyond 170,000 square feet.
- Plainridge to pay the Town \$100,000 annually as a Community Impact Fee. The Community Impact Fee will be increased proportionally if slot machine count is ever permitted to exceed 1,250.
- Plainridge to pay the following Host Community Payments:
 - \$2,700,000 annually for the first five (5) years of full operation which will be increased proportionally if slot machine count is permitted to exceed 1,250 during this period.
 - 1.5% of Gross Gaming Revenue during years six through ten (6-10) which is estimated to equate to approximately \$2,300,000 annually
 - 2.0% of Gross Gaming Revenue starting in year eleven (11) and thereafter which is estimated to equate to approximately \$3,300,000 annually
- Plainridge will continue to pay Live Racing and Simulcasting Payments directly to Plainville in the event the State of Massachusetts discontinues to assess the current 0.35% tax.
- Plainridge agrees to the validity and payment of all building permit fees which are estimated to be \$816,000.

Employment

- 300 estimated construction related positions
- 400 estimated full-time positions once full operations commence
- Employment preference to be given to qualified Plainville residents
- Plainridge to schedule a dedicated hiring event for Plainville residents

Transportation

- Traffic improvements to be consistent with requirements of the Planning Board's Special Permit

Responsible Gaming

- Plainridge will implement a Responsible Gaming Plan which will incorporate:
 - Education of employees and patrons on odds of games and responsible gaming decisions
 - Promotion of responsible gaming in daily operations
 - Support of public awareness of responsible gaming

Miscellaneous

- Agreement allows for "Initial Limited Operations" if allowed by the Massachusetts Gaming Commission. All transportation improvements and requirements of the Planning Board's Special Permit would have to be met first.
- "Initial Limited Operations" defined as anything less than 800 slot machines.
- If the "Initial Limited Operations" option is exercised, the Town will be paid 1.5% of Gross Gaming Revenue during that period.
- During the "Initial Limited Operations" period, property and personal property tax would be \$500,000

QUESTION #1	PCT 1	PCT 2	PCT 3	TOTAL
YES	497	480	605	1582
NO	214	172	116	502
TOTALS	711	652	721	2084

A TRUE COPY, ATTEST:

Ellen M Robertson
ELLEN M. ROBERTSON
TOWN CLERK

SEP 23 2013

EXHIBIT 17

Submit as Exhibit 17 a copy of all executed agreements with representative horsemen's organizations.

On September 29, 2013 Springfield Gaming and Redevelopment, LLC (SGR) executed a five (5) year agreement with HHANE to take effect January 1, 2014. SGR changed its name to Plainville Gaming and Redevelopment, LLC (PGR) in 2015. A copy of the agreement is attached as part of this exhibit.

AGREEMENT
Plainridge Racecourse
Harness Horsemen's Association of New England

This agreement (the "Agreement") is made by and between Springfield Gaming and Redevelopment, LLC, a wholly owned indirect subsidiary of Penn National Gaming, Inc. (hereinafter referred to as "SGR") a harness racetrack operator for the track in Norfolk County, Massachusetts located at 301 Washington Street, Plainville, and the Harness Horsemen's Association of New England (hereinafter referred to as "Horsemen" or "HHANE") as the organization authorized to represent the Horsemen racing at Plainridge Racecourse.

WHEREAS, The parties hereto have negotiated in good faith in order to agree upon terms as set forth the herein;

WHEREAS, The parties have entered into this Agreement to provide for live racing, purse accounts and other negotiated matters;

NOW THEREFORE, The parties agree as follows, for good and valuable consideration:

- 1) This Agreement shall only become effective upon the granting of a license to conduct harness racing to SGR by the Massachusetts Gaming Commission. This Agreement can be terminated within ten days after (a) the award of a Category 2 gaming license to any entity other than SGR, (b) if the Category 2 license award is postponed beyond March 31, 2014, or (c) upon a breach of the Agreement by either party not cured within 20 days after written notice (no cure period is required for material regulatory issues).
- 2) The Horsemen and SGR agree for the term of this Agreement to abide by the terms as set forth in this Agreement and in the SGR Racing Guide, as amended (attached as Exhibit A). The Horsemen further agree to vigorously and exclusively support SGR's Category 2 gaming application, including public presentations. To the extent third party, mutually agreed costs are incurred by Horsemen in connection with this support, SGR will be responsible for such costs.

Horsemen further agree to use best efforts to support required statutory changes to allow for the conduct of 80 live racing dates in calendar year 2014.

Under no circumstances shall the Horsemen, individually or collectively, directly or indirectly, strike, threaten to strike, boycott, threaten to boycott or cause any action detrimental to the orderly conduct of the live race meet or SGR's business.

- 3) (a) The Horsemen agree to enter and fill race cards, to race once entered abiding by policies set forth by SGR and to properly care for all race horses brought to, or stabled at Plainridge Racecourse. The Horsemen acknowledge the heavily regulated nature of SGR's business and agree that SGR, at its sole discretion, may accept or reject horses.

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AGREEMENT

Plainridge Racecourse

Harness Horsemen's Association of New England

owners, trainers, drivers, grooms, entries or stall applications from anyone at anytime. The Horsemen agree to use at their own risk and take reasonable care of the stall space allotted to them, the paddock area, racetrack and grounds. The Horsemen acknowledge that no stalls may be issued by SGR to any Horsemen prior to the execution of a stall agreement.

(b) SGR agrees to use best efforts to ensure that up to 75% of the annual races conducted during the term of this Agreement will carry preferences for horsemen who have previously raced at Plainridge Racecourse. SGR and Horsemen acknowledge that they will mutually agree on the specific parameters of eligibility for horsemen under this provision.

4) SGR assumes no responsibility for Horsemen's equipment or property during training, racing or any other use of the racing premises.

5) (a) SGR agrees that during the course of the live racing season it shall provide the mandated purses at 4% (four percent) of guest handle in regards to all interstate horse simulcasts per statute, a 3.5% (three and one half percent) of guest handle in regards to all interstate greyhound simulcasts per statute and all statutory requirements regarding percentage of live handle, in state host handle, pari-mutuel taxes, premiums and so-called "outs" monies. SGR further agrees to pay into the purse account $\frac{1}{4}$ of 1% on the first \$10,000,000 of interstate host handle, $\frac{1}{2}$ of 1% from \$10,000,000 to \$20,000,000 of interstate host handle and 1% on interstate host handle that exceeds \$20,000,000 per live racing season.

(b) For the term of this Agreement the average daily purse distribution from the purse account shall be a minimum of \$30,000 per live racing date. The purse account shall consist of all monies generated under Section 5(a) above, plus, any and all amounts generated or contributed to the purse account pursuant to any statutes or distributions related to Category 1 or Category 2 licensees or any other contributions made to the purse account from any other sources. For calendar year 2014 the purse distribution per day minimum shall be guaranteed for up to 80 live racing dates.

To the extent permissible by law, in the event the amounts generated for the purse account in Sections 5(a) and (b) above for any calendar year of this Agreement are less than the total amount distributed by SGR in any calendar year of this agreement (otherwise referred to as an "overpayment"), Horsemen agree that any overpayment amounts may be deducted from the purse account (or otherwise credited or repaid) until such overpayment is repaid.

6) SGR and the Horsemen agree any purse offered for over \$25,000.00 (twenty-five thousand dollars) other than the Beckwith Memorial, must have the consent of the Horsemen. Purses may be offered for more than \$25,000.00 (twenty-five thousand

SA [Signature] [Signature] RB [Signature] [Signature]

AGREEMENT

Plainridge Racecourse

Harness Horsemen's Association of New England

dollars) when the additional expense is borne by other parties. SGR agrees to a minimum purse of \$2,000.00 (two thousand dollars). To the extent that Category 2 gaming is permitted at the racetrack premises, after the first full year a Category 2 gaming facility is operational at Plainridge Racecourse up to 5% (five percent) of the purse account may be used by SGR for early or late closing races.

- 7) SGR agrees to provide Driver & Trainer Insurance during the live race meet. The insurance will be provided by Van Gundy Insurance covering Drivers & Trainers participating in the live race meet at Plainridge Racecourse with medical coverage of at least \$100,000.00 (one hundred thousand dollars). Weekly Disability Benefits of \$250.00 (two hundred fifty dollars) per week and Accidental Death & Dismemberment of \$5,000 (five thousand dollars). This coverage will be provided on live race days and non-live racing days (training days) annually starting with the first date of qualifying races and will end on the last date of live racing or qualifiers. Horsemen agree that as a prerequisite to coverage under this Agreement, all horsemen will be required to sign a liability waiver. Horsemen will use best efforts to advise its membership and Horsemen of this requirement.

- 8) SGR agrees to pay 2% (two percent) of earned purses from the purse account to the Harness Horsemen's Association of New England, all as permitted by applicable law. SGR and the Horsemen agree these funds are to be used solely for;
 1. Promoting Harness Racing at Plainridge Racecourse.
 2. Reasonable costs associated with the operation of the HHANE.
 3. Benefits to the Horsemen and/or members of the HHANE.

- 9) The effective date of commencement and termination of this Agreement will also apply to the Horsemen granting approval to simulcast the Plainridge Racecourse live racing signal (host simulcast) and for all import (guest simulcast) conducted at Plainridge Racecourse and for any account wagering operation hosted by SGR.

- 10) (a) SGR agrees that for the period of two (2) weeks prior to the first live racing date and two (2) weeks after the last live racing date annually there will be no charge to Horsemen utilizing any the barns, the racetrack or related facilities at Plainridge Race Course.

SGR RB
JA
HANE
RF

AGREEMENT
Plainridge Racecourse

Harness Horsemen's Association of New England

(b) The Horsemen agree at all other times, pursuant to past practice, to pay for all costs related to the maintenance of the barns and maintenance of the track and related facilities at Plainridge Racecourse.

(c) This Agreement shall remain in effect from January 1, 2014 until December 31, 2018, subject to the termination provisions above.

(d) Under no circumstances other than criminal misconduct shall SGR be liable for any damages in connection with this Agreement that can be characterized as punitive, special, lost profits, consequential or the like.

11) In the event there is a dispute between the parties arising out of this Agreement and the amount in controversy is less than \$50,000, the parties agree to present that dispute to the Massachusetts Gaming Commission for resolution by way of a binding and expedited arbitration. If the Massachusetts Gaming Commission refuses to hear the matter or if the amount in controversy is \$50,000 or greater, either party can submit the dispute to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. Notwithstanding the foregoing, if either party seeks equitable relief, that dispute may proceed directly to any court with jurisdiction.

By: [Signature] V.P.
K. W. K. K. DIRECTOR
[Signature] Clerk/Sec.
[Signature]
[Signature] TREASURER
Harness Horsemen's Association of New England

Name: Robert [Signature]
Title: Sec. [Signature]
Date: 9/30/13
For: SPRINGFIELD GAMING AND REDEVELOPMENT, LLC

ADDENDUM TO AGREEMENT

This Addendum to the Agreement between Springfield Gaming and Redevelopment, LLC, a wholly owned indirect subsidiary of Penn National Gaming, Inc. ("SGR") and the Harness Horsemen's Association of New England ("HHANE") (together, "parties") in effect between January 1, 2014 and December 31, 2018 is entered into as of December 22, 2015 and memorializes the agreement of the parties on the topics below.

1. All references in the Agreement to Springfield Gaming and Redevelopment, LLC or "SGR" are changed to Plainville Gaming and Redevelopment, LLC or "PGR."
2. This Addendum hereby amends Section 8 of the Agreement. PGR agrees to pay 4% (four percent) of earned purses from the purse account to the HHANE, retroactive to January 1, 2015 and through December 31, 2016, all as permitted by applicable law. "Earned purses" is defined as funds earned to the purse account through live racing handle, export of live racing, and simulcast imports only. HHANE remains bound by the three conditions for use of these funds identified in Section 8: (1) Promoting Harness Racing at Plainridge Racecourse; (2) Reasonable costs associated with the operation of HHANE; and (3) Benefits to the Horsemen and/or members of HHANE. HHANE agrees not to use these funds for any other purpose.
3. PGR agrees to make the retroactive payment of earned purses (the difference between 4% (four percent) and 2% (two percent) of earned purses from January 1, 2015 through December 31, 2015) in the amount of Twenty Four Thousand Five Hundred and Fifty One Dollars (\$24,551) or the figure based on earned purse activity through December 31, 2015, whichever is greater, within seven (7) days of execution of this Addendum.
4. Within seven (7) days of HHANE's receipt of the retroactive payment identified in paragraph 3, HHANE agrees to pay all outstanding balances to PGR in the amount of Nine Thousand One Hundred and Fifty Nine Dollars (\$9,159).
5. This Addendum hereby amends Section 7 of the Agreement. PGR agrees to obtain additional Driver & Trainer Insurance coverage with Van Gundy Insurance for the time period identified in Section 10(a) of the Agreement, or the period of two (2) weeks prior to the first live racing date and two (2) weeks after the last live racing date, and for any additional period PGR makes the barns, racetrack, or related facilities available to HHANE upon HHANE's advance request. HHANE agrees to pay for the cost of this additional coverage.
6. HHANE agrees to use its best efforts to support PGR's lobbying and other efforts as permitted by law to eliminate simulcast premiums paid by PGR on imported thoroughbred signals. HHANE agrees not to oppose, directly or indirectly, PGR's efforts.
7. The parties agree that they have no current claims against each other with respect to the matters set forth above through the effective date of this Addendum. The parties agree

RJM

that this Addendum resolves any claims that they ever had, now have, or may have against each other with respect to the matters set forth above through the effective date of this Addendum, and that in exchange for the valuable consideration set forth in this Addendum hereby release all such claims.

8. The obligations in this Addendum only are subject to annual review by the parties and may be terminated annually by either party upon twenty (20) days' notice of the anniversary date of this Addendum.
9. This Addendum is specifically incorporated into the parties' Agreement. Unless changed by this Addendum, the terms of the Agreement remain in full force and effect and may only terminate pursuant to the termination procedures of the Agreement set forth in Section 2 of the Agreement. PGR and HHANE further agree that no further changes will be made to the Agreement unless mutually agreed upon by the parties in writing.

Horsemen's Association of New England

Plainville Gaming and Redevelopment, LLC

By: Robert J. McHugh, President 12/28/2015 By: [Signature]

By: _____ Title: VP/GM

By: _____ Date: 12/28/15

By: _____

Date: _____

EXHIBIT 18

Submit as Exhibit 18 copies of all policies of insurance carried by applicant as well as a statement setting forth all other types of insurance carried for the protection of employees and patrons.

Plainville Gaming and Redevelopment, LLC carries Workmen's Compensation Insurance, Public Liability, Automobile Insurance and Drivers' Insurance.

Attached please find insurance certificates currently in place.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797 Attn: PHILADELPHIA.CERTS@MARSH.COM/ 212-948-0360 FAX 694778-PENN-GAW-16-17	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table style="width: 100%; border: none;"> <tr> <th style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center; border: none;">NAIC #</th> </tr> <tr> <td style="border: none;">INSURER A : ACE American Insurance Company</td> <td style="border: none;">22667</td> </tr> <tr> <td style="border: none;">INSURER B : Indemnity Ins Co Of North America</td> <td style="border: none;">43575</td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B : Indemnity Ins Co Of North America	43575	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : ACE American Insurance Company	22667														
INSURER B : Indemnity Ins Co Of North America	43575														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Plainville Gaming and Redevelopment, LLC DBA Plainridge Park Casino 301 Washington Street Plainville, MA 02762															

COVERAGES **CERTIFICATE NUMBER:** [REDACTED] **REVISION NUMBER:** 17

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$250,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			[REDACTED]	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/>			[REDACTED]	10/01/2016	10/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			[REDACTED]			EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			[REDACTED]	10/01/2016	10/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Massachusetts Gaming Commission 84 State Street 10th Floor Boston, MA 02109	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
--	---

Chubb Insurance

YAN GUNDY INSURANCE, 101 S. Towanda Avenue, Normal, IL 61761

On Track Driver/Trainer Accident Insurance Application

Certificate No. 

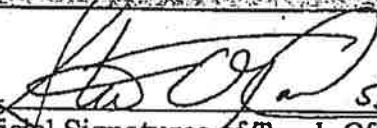
Named Insured/Track: PLAINRIDGE RACECOURSE

Mailing Address: 301 Washington, Plainville, MA 02762

Contact Person: Steve O'Toole, Penn National Gaming
ph: 508-576-4480, email: Steve.O'Toole@pngaming.com

1ST MEET: Coverage Effective 12:01am: 3/28/2016 Expires 12:01am: 12/15/2016

BENEFITS	
\$	5,000 Accidental Death & Dismemberment (loss must occur within 1 year of accident)
\$	100,000 Accident Medical Expense with \$0 Deductible Per Claim (52 Week Benefit Period)
\$	250 Weekly Disability (104 Week Benefit Period)

X  STEVE OTOOLE X
Official Signatures of Track Officials whose certification of injury is to be recognized by the insurance company.

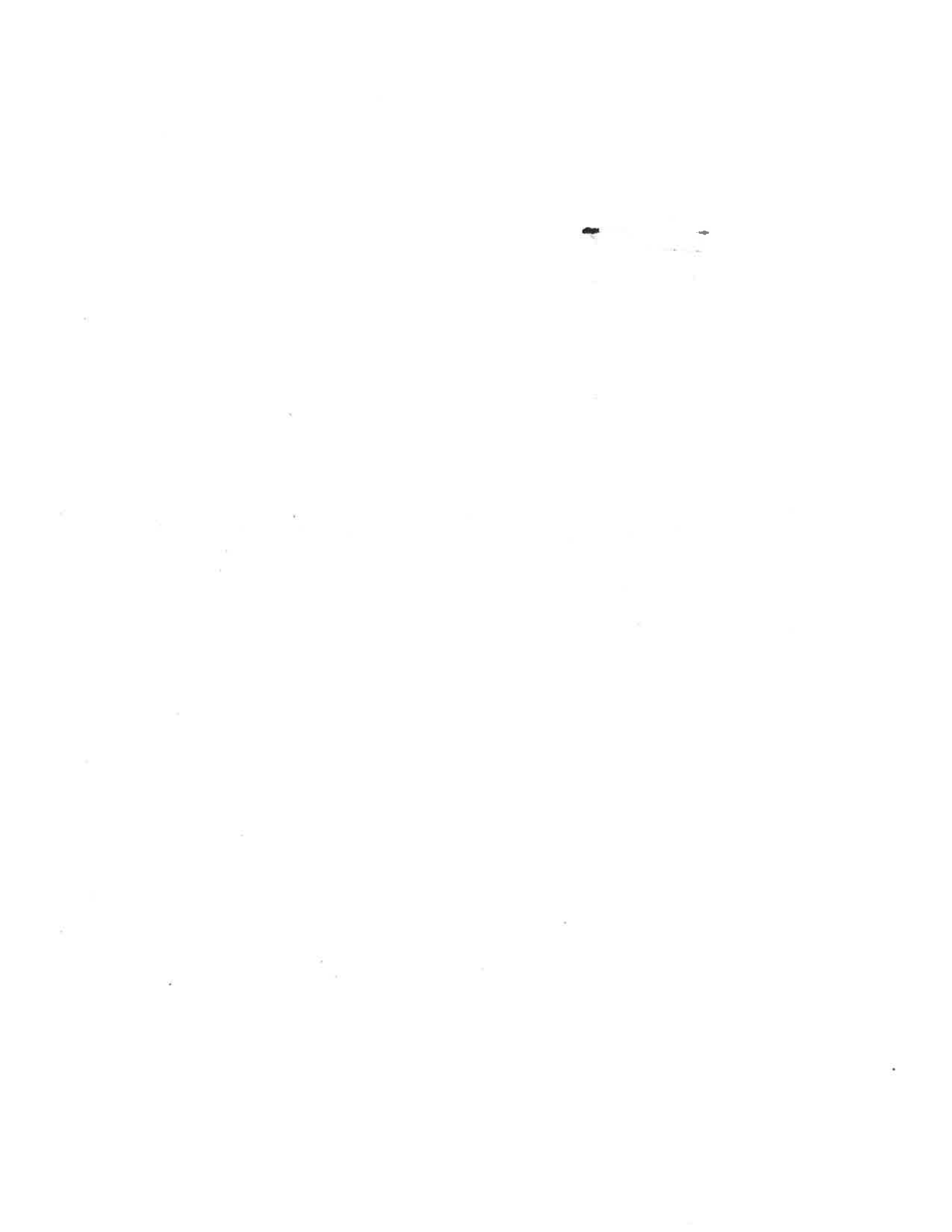


EXHIBIT 20

REDACTED

EXHIBIT 22

Submit as Exhibit 22 the trade name of any of the following equipment used at the track-date of purchase or the date of present contract or lease and expiration date of said contract:

(a) Pari-Mutuel Equipment

2015 Sportech – 1/1/2015 thru 12/31/2019 Plainridge becomes part of the PNG master agreement with Sportech

(b) Starting Gate

2002 Lincoln Town Car
VIN # [REDACTED]

2003 Installation by Howard Starting Gates
Purchased 2003
Mileage 65,212

1991 Cadillac Brougham
Vin# [REDACTED]

Howard Starting Gate
2014-transferred service from Raceway Park
Mileage 117,855

(c) Photo Finish Camera

International Sound Corp contract through 12/31/2019

(d) Film Patrol

International Sound Corp contract through 12/31/2019

(e) Timing Devices

International Sound Corp contract through 12/31/2019

(f) Inter-communication system

Cisco Unified System
Voice Over IP
Maintained In House – IT Dept.

(g) Public Address System

Control Point System
Maintained In House – IT Dept.

(h) Closed Circuit Television System

International Sound Corp contract through 12/31/2019

(i) Horse Shoe Board N/A (j) Scales N/A



EXHIBIT 23C

Penn National Gaming, Inc. (“Penn”) Audit and Compliance Committee members are as follows:

Compliance Committee:

- Steve DuCharme (Chairman) – Non Board Member, Non Employee Member (Former Chairman of NV Gaming Control Board)
- Ron Naples – Penn Board member
- Harold Cramer - Penn Board member
- Thomas Auriemma - Non Board Member, Non Employee Member (Former Director of NJ Division of Gaming)

The following Penn Employees also typically attend Compliance Committee Meetings

- Jay Snowden – Executive VP, COO
- Carl Sottosanti – Executive VP, General Counsel and Secretary
- Frank Donaghue – VP, Chief Compliance Officer
- Shamira Mavany – VP, Internal Audit
- Jim Baldacci – Deputy Chief Compliance Officer

Audit Committee members:

- Jane Scaccetti – Chair and Penn Board Member
- John Jacquemin - Penn Board Member
- Harold Cramer – Penn Board Member
- Barbara Shattuck-Kohn – Penn Board Member.

The following Penn Employees also typically attend regular Audit Committee Meetings

- Jay Snowden - Executive VP, COO
- Carl Sottosanti – Executive VP, General Counsel and Secretary
- Saul Reibstein - Executive VP, CFO and Treasurer
- Shamira Mavany – VP, Internal Audit
- Frank Donaghue – VP, Chief Compliance Officer
- Andrew Ranalli – VP, Corporate Controller
- Chris Rogers – VP, Deputy General Counsel

The Audit and Compliance Committee Charters of Penn National Gaming, the applicant’s ultimate parent company, are attached as **Exhibits 23C-1 and 23C-2**, respectively.

EXHIBIT 24

Submit as Exhibit 24 a copy of the applicant's most recent audited financial statements, most recent audited or unaudited quarterly financial statement, an audited profit and loss statement for the applicant's most recent fiscal year, a statement showing the total gross receipts for the past five calendar years received by each concessionaire operating at the race track and the amount paid to the applicant. If the receipts to the applicant are based on other than the gross receipts, explain how the receipts are calculated. Also include a description of any interest held by the applicant or any officer, director, member, manager, majority shareholder or partner in any concessionaire.

EXHIBIT 24

REDACTED

EXHIBIT 25

Submit as Exhibit 25 a statement setting forth the reasons why the applicant believes that the dates applied for will be beneficial to the public, the Commonwealth and the applicant.

The commission shall take into consideration, in addition to any other appropriate and pertinent factors, the following: the financial ability of an applicant to operate a race track; the maximization of state revenues; the suitability of racing facilities for operation at the time of the year for which dates are assigned; the circumstance that large groups of spectators require safe and convenient facilities; the interest of members of the public in racing competition honestly managed and of good quality; the necessity of having and maintaining proper physical facilities for racing meetings and the necessity of according fair treatment to the economic interest and investments of those who in good faith have provided and maintain such facilities.

Plainville Gaming and Redevelopment, LLC ("PGR") respectfully submits to the Commission the following information setting forth the reasons why PGR believes that the dates applied for will be beneficial to the public, the Commonwealth, and its vendors and supplier as well as the Standardbred owners, trainers, drivers and PGR.

PGR is a wholly-owned subsidiary of Penn National Gaming, Inc. ("Penn"), a publicly-traded company with annual revenues of over \$3 billion. Penn is the largest regional gaming operator in the United States through the ownership or management of 27 facilities in 17 jurisdictions. Penn is also the largest operator of pari-mutuel facilities in North America with 12 racetracks in 10 different jurisdictions. Penn is recognized as having one of the strongest, and healthiest, balance sheets in the racing and gaming industries.

The approval of PGR's racing dates will provide a maximization of revenues to the state, horsemen and PGR through the positioning of the racing dates to gain maximum exposure in the national simulcast landscape. In addition, the high visibility and convenient location of Plainridge Park and the development of the new Class 2 gaming facility provide the potential for greater on-track attendance, which generates additional revenues for the track, horsemen and Commonwealth.

Penn also has a proven track record integrating gaming and racing to maximize revenues for the benefit of states and horsemen. Penn's Bangor Raceway has nearly doubled live racing dates over the past six years and purse money has tripled since the introduction of gaming at Penn's Bangor facility. Hollywood Casino at Charles Town Races is another example of Penn's ability to create a significant gaming facility while also creating an impactful racing program. Charles Town was purchased in 1997 out of bankruptcy by Penn and within six years was the largest racing-gaming facility in North America. Purses in 1997 at Charles Town were just over \$20,000 per day; today they are \$150,000 per racing card with the track hosting a multi-million dollar, nationally renowned stakes program that has generated record handles over the past several years. In 2015, racing days at Plainridge Park increased by over 30% by racing 25 more days than in 2014. In 2016, Plainridge Park increased racing days again by hosting 10 more days than in 2015, an increase of another 9%. This application is for 125 racing days, increasing racing days again by 10.

Plainridge Park is a newly renovated climate-controlled facility that is able to provide comfortable seating and viewing areas for its guests during the proposed 2017 racing season. The current facilities at Plainridge Park are sufficient to accommodate expected attendance and proper security measures are in place to ensure a safe guest experience.

As a highly-regulated company, Penn takes integrity of its product and employees seriously. Penn has extensive internal controls, training and auditing of every operation to ensure compliance and unparalleled integrity. Penn has brought those best practices to Plainridge Park. The company faces regular licensing in over two dozen jurisdictions and understands the need for proactive and continual focus on integrity related items.

Penn has extensive experience in the maintenance of physical racing facilities and racing surfaces in year round weather and operating conditions. Penn has brought the best practices from its other racing facilities to benefit the operations at Plainridge Park.

Penn is a respected operator of gaming and racing operations and has a strong commitment to its employees, horsemen and the communities in which it operates. Maintaining a strong racing industry in the Commonwealth has not only direct benefits for the racetrack, but a significant indirect impact on agri-business and open space, equine related vendors and suppliers as well as ancillary benefits to Massachusetts vendors and suppliers that do business with horsemen throughout the state and region. Local and regional horsemen have been the beneficiaries of the racing program at Plainridge with purses increasing 4 times those raced for before Penn National Gaming, Inc. took over the racing operations at Plainridge.

EXHIBIT 26

Submit as Exhibit 26 the following information:

- (a) Actual amount of purses paid in the last calendar year;

See Purse Tracking Report

- (b) Estimated amount of purses to be paid in the next calendar year;

\$7,000,000.

- (c) Actual handle generated by applicant on its live races in the last calendar year (all sources);

LIVE	\$ 1,170,270	IMPORT	\$25,602,522
ADW	82,942	ADW	<u>3,545,351</u>
EXPORT	<u>12,685,199</u>		\$29,147,873
	\$13,938,411		

- (d) Direct employment numbers attributable to applicant in the last calendar year as evidenced by the number of people who received a Form W-2 and / or Form 1099 MISC and direct employment numbers of employees who are citizens of the Commonwealth;

RACING 2015	W-2	72	-	Mass	49
	1099	406	-	Mass	128

- (e) Indirect employment numbers attributable to applicant in the last calendar year as evidenced by statements from sub-contract companies (such as concession workers, security guards, tote personnel, etc.) as to employees assigned to applicant's facility;

United Tote

Plainville Police Detail

Plainville Fire Detail

- (f) Number of occupational licenses attributable to applicant in the last calendar year;

RACING 2015 **1076**

- (g) Amount of tax revenue and other revenues paid to the Commonwealth in the last calendar year including total Massachusetts income tax withheld from employees, Massachusetts sales taxes paid to the Commonwealth, Massachusetts corporate taxes actually paid or payable for the most recent fiscal year, and real estate taxes, as evidenced by appropriate source documents such as Forms W-2, M941, sales tax remittance forms, etc.;

Tax Summary 2015

Prepared 9-29-16

Real Estate Taxes	\$ 493,529
Gaming Tax Withholding	7,940,749
MA Payroll Withholding	540,476
Meals Tax	331,221
Sales Tax	<u>152,686</u>
	\$9,458,661

- (h) pari-mutuel revenue generated and paid to the Commonwealth in the last calendar year including state commissions, assessments, association license fees, occupational license fees, fines, penalties and miscellaneous revenues, other than unclaimed wagers, paid to the Massachusetts State Racing Commission and Massachusetts Gaming Commission.

Racing 2015

Commissions	\$ 223,047.15
Assessments	133,448.56
Association Lic. Fees	107,700.00
Occupational Lic. Fees	46,100.00
Fines	<u>26,735.00</u>
Total	\$ 537,030.71

EXHIBIT 27

Include as Exhibit 27 a master list of requested simulcast imports. A new form (“Licensee Request for Simulcast Import”) MUST be completed for EACH signal and submitted to the Commission no later than November 29 of each calendar year. Approval letters from the host racetrack’s regulatory authority and both representative horsemen’s groups must be on file with MGC by the close of business on the day prior to the first day of import.

IMPORT SIMULCAST SIGNALS

Notice of “Premium Free” Election

In the event there is an operating running horse racing meeting licensee located in Suffolk county in 2016, Plainville Gaming and Redevelopment, LLC identifies and elects the period from Sunday June 18, 2017 to Saturday September 9, 2017 as the period for “which no premium need be paid” for simulcast signals received in accordance with MGL 128C, section 2 (4).

Plainville Gaming and Redevelopment, LLC – Exhibit 27

Ajax Downs, Canada
Alameda County Fair, CA (Pleasanton)
Alberta Downs, Canada
Aqueduct, NY
Arlington Park, IL
Atlantic City Race Course, NJ
Balmoral Park, IL
Bangor Raceway, ME
Batavia Downs, NY
Belmont Park, NY
Belterra Park, OH
Big Fresno Fair, CA (Fresno)
Breeders' Cup, CA
Buffalo Raceway, NY
Cal Expo, CA
California State Fair, CA (Sacramento)
Canterbury Park, MN
Century Downs, Canada
Charles Town, WV
Churchill Downs, KY
Colonial Downs, VA (Harness Meet)
Colonial Downs, VA (Thoroughbred Meet)
Dayton Raceway, OH
Daytona Beach Kennel Club, FL
Del Mar Thoroughbred Club, CA
Delaware County Fair, OH
Delaware Park, DE
Delta Downs, LA (Quarter Horse Meet)
Delta Downs, LA (Thoroughbred Meet)
Derby Lane Greyhound, FL
Dover Downs, DE
Dubai World Cup, United Arab Emirates
DuQuoin State Fair, IL
Ellis Park, KY
Emerald Downs, WA
Evangeline Downs, LA (Quarter Horse Meet)
Evangeline Downs, LA (Thoroughbred Meet)
Fair Grounds Race Course, LA (Quarter Horse Meet)
Fair Grounds Race Course, LA (Thoroughbred Meet)
Fairmount Park, IL
Fairplex Park, CA
Finger Lakes, NY
Flagler Greyhound, FL
Flamboro Downs, Canada
Fonner Park, NE
Fort Erie Racetrack, Canada
Fraser Downs, Canada
Freehold Raceway, NJ
Golden Gate Fields, CA
Grand River Raceway, Canada
Gulfstream Park, FL
Gulfstream Park West, FL
Harrah's Philadelphia, PA
Harrington Raceway, DE
Hastings Racecourse, Canada
Hawthorne Race Course, IL
Hazel Park, MI
Hialeah Park, FL
Hoosier Park, IN
Humboldt County Fair, CA (Ferndale)
Illinois State Fair, IL
Indiana Grand Racing Casino, IN
Jacksonville Kennel Club @ Orange Park, FL
Keeneland, KY
Kentucky Derby Future Wager, KY
Kentucky Downs, KY
Kentucky Oaks Future Wager, KY
Latin American Racing Channel Thru Calder
Latin American Racing Channel Thru Gulfstream
Latin American Racing Channel Thru Laurel
Latin American Racing Channel Thru Pimlico
Laurel Park, MD
Little Brown Jug Future Wager, OH
Lone Star Park, TX (Quarter Horse Meet)
Lone Star Park, TX (Thoroughbred Meet)
Los Alamitos, CA (Quarter Horse Meet)
Los Alamitos, CA (Thoroughbred Meet)
Louisiana Downs, LA (Quarter Horse Meet)
Louisiana Downs, LA (Thoroughbred Meet)
Mahoning Valley Race Course, OH
Mardi Gras Greyhound, FL

Plainville Gaming and Redevelopment, LLC – Exhibit 27

Maywood Park, IL
Meadowlands, NJ
Miami Valley Gaming, OH
Mohawk Racetrack, Canada
Monmouth Park, NJ
Monticello Raceway, NY
Mountaineer Park, WV
Naples-Ft. Myers Greyhound, FL
Northfield Park, OH
Northville Downs, MI
Oaklawn Park, AR
Ocean Downs, MD
Orange Park Kennel Club, FL
Palm Beach Kennel Club, FL
Parx Racing, PA
Penn National Race Course, PA
Pimlico, MD
Pocono Downs, PA
Pompano Park, FL
Portland Meadows, OR
Prairie Meadows, IA (Quarter Horse Meet)
Prairie Meadows, IA (Thoroughbred Meet)
Presque Isle Downs, PA
Remington Park, OK (Quarter Horse Meet)
Remington Park, OK (Thoroughbred Meet)
Retama Park, TX (Quarter Horse Meet)
Retama Park, TX (Thoroughbred Meet)
Rideau Carleton Raceway, Canada
Rosecroft Raceway, MD
Running Aces Harness Park, MN
Sam Houston Race Park, TX (Quarter Horse)
Sam Houston Race Park, TX (Thoroughbred)
San Joaquin County Fair, CA (Stockton)
Sanford-Orlando Kennel Club, FL
Santa Anita Park, CA
Sarasota Kennel Club, FL
Saratoga Raceway, NY (Harness)
Saratoga, NY (Thoroughbred)
Scarborough Downs, ME
Scioto Downs, OH
Sonoma County Fair, CA (Santa Rosa)
Southland Greyhound Park, AR
Sports Creek Raceway, MI
St. John's at Orange Park, FL
Suffolk Downs, MA
Sunland Park, NM
Tampa Bay Downs, FL
Tampa Greyhound Park, FL
The Downs at Albuquerque, NM
The Meadows, PA
The Red Mile, KY
Thistledown, OH
Timonium Fair, MD
Tioga Downs, NY
Tri-State Greyhound Park, WV
Turf Paradise, AZ
Turfway Park, KY
Vernon Downs, NY
Western Fair Raceway, Canada
Wheeling Island Greyhound, WV
Will Rogers Downs, OK (Quarter Horse Meet)
Will Rogers Downs, OK (Thoroughbred Meet)
Woodbine, Canada (Harness Meet)
Woodbine, Canada (Thoroughbred Meet)
Yonkers Raceway, NY
Zia Park, NM

EXHIBIT 28

Include as Exhibit 28 a master list of requested simulcast export outlets with this application. Such list should identify all secondary, satellite, and/or guest sites serviced by the primary outlet. In addition, a new form (“Licensee Request for Simulcast Export”) MUST be completed for each signal and submitted to the Commission, along with an approval letter from the applicant’s representative horsemen’s group, no later than 30 days before the first scheduled day of the live race meet.

EXPORT SIMULCAST SIGNALS

Plainville Gaming and Redevelopment, LLC – Exhibit 28

Guest and Secondary Sites	Customer Code
Ajax Downs (Ontario, Canada)	PIC
Alberta Downs (Alberta, Canada)	ABD
Post Time Lounge	PTL
Resolve Bar & Grill	A9A
Golden Cottage Dining & Lounge	A9B
AmWest Entertainment (OTB's and ADW)	
Triple Crown (South Dakota)	NSC
Time Out Lounge (South Dakota)	RCT
The Greenbrier Resort (West Virginia)	GBR
AmWest Accounts	AWA
AmWest Web Services	AWS
AmWest Ent. Group 1	AW1
AmWest Ent. Group 2	AW2
AmWest Ent. Group 3	AW3
AmWest Ent. Group 4	AW4
AmWest Ent. Group 5	AW5
Arapahoe Park (Colorado)	ARP
Grand Junction OTB	GJO
Havana Park	HAV
Red and Jerry's	RAJ
Southern Colorado Gaming - Pueblo	PUE
Softball Country	SCY
Sundance Steakhouse and Saloon	SUS
Big Ds OTB at Whiskey River	BDW
Celtic Tavern OTB	CTO
Post Time South	FOT
Wildwood Casino OTB	WID
The Cow Palace OTB	COW
Post Time OTB	PTT
Denver Rumors OTB	DRO
Arima Race Club (Trinidad)	ARC
Park Street Betting Shop	AR1
St. James OTB	AR2
Curepe OTB	AR3
Santa Rosa Park OTB	AR4
Keate Street OTB	ARK
Union Park OTB	ARU
Arima OTB	ARA
Chaguanas OTB	CHA
Arlington International Racecourse (Illinois)	API
Trackside Chicago	APC
Trackside Hodgkins	APD
Trackside Lockport	APF
Trackside McHenry	APH
Trackside Aurora	APJ
Trackside Villa Park	APP
Trackside Quad Cities	APQ
Trackside Rockford	APR
Trackside South Beloit	APS

Trackside South Elgin	APE
Trackside Sundance Arlington	APU
Trackside Waukegan	APW
Trackside Orland Hills	APO
Assiniboia Downs (Manitoba, Canada)	ASD
Alfie's Restaurant & Billiards	ALF
Club Regent Teletheatre	CBR
Central Hotel	CEN
Green Brier Inn	GBI
McPhillips St Station Teletheatre	MSS
Pembina Hotel	PMX
Quest Inn	QIN
Windsor Park Inn	WPI
Assiniboia Downs Handicap	HXS
Assiniboia Downs TAB (Canadian Residents Only)	TSD
Atlantic City Casinos (New Jersey)	
Borgata Casino	BRG
Atlantic City Race Course (New Jersey)	ATL
Vineland OTB (New Jersey)	VNL
Balmoral Park / Maywood Park (Illinois)	
Adam's Road House Sports B&G	ARH
Aurora OTB	AUR
Balmoral Park Race Track	BPR
Bloomington OTB	BLO
Champaign OTB	CPO
Corliss OTB	CSO
Crestwood OTB	CST
Elk Grove Village OTB	ELK
Empress OTB	EPO
Hawthorne Race Course	HAW
Hoffman Estates OTB	HOF
Shark City OTB	HWG
Players Club OTB	HWP
Joliet OTB	JOO
Lockport OTB	LOC
LaSalle Street OTB	LSS
Maywood Park	MAP
Mokena OTB	MOK
Niles OTB	NIL
Oakbrook Terrace OTB	OKT
Peru OTB	PER
Yorkville OTB	YVL
Fairmount Park	FPK
Betzotic Internet (IL Residents Only)	ILI
Betzotic IVR (IL Residents Only)	ILP
Betzotic Telephone (IL Residents Only)	ILT
Xpressbet Illinois (IL Residents Only)	XIL
B3 Development Group	
Platinum Racing B3G	PB3
Bangor Raceway (Maine)	BAN
Belterra Park (Ohio)	BEP
Bettor Racing (ADW)	

Bettor Racing - Online	BRI
Bettor Racing OTB	BRO
Bettor Racing HV	BRX
Bettor Racing Grp 1	BR2
Bettor Racing Grp 2	BR3
Bettor Racing Grp 3	BR4
Bettor Racing Grp 4	BR5
Bettor Racing Grp 5	BR6
Bettor Racing Grp 6	BR7
Bettor Racing Grp 7	BR8
Bettor Racing Grp 8	BR9
Bettor Racing Grp 10	BN0
Bettor Racing Grp 11	BN1
Bettor Racing Grp 12	BN2
Bettor Racing Grp 13	BN3
Bettor Racing Grp 14	BN4
Bettor Racing Grp 15	BN5
Bettor Racing Grp 16	BN6
Bettor Racing Grp 17	BN7
Bettor Racing Grp 18	BN8
Bettor Racing Grp 19	BN9
Birmingham Race Course (Alabama)	BHM
Victoryland Greyhound (Alabama)	VLD
Buffalo Raceway (New York)	BUR
Canterbury Park (Minnesota)	CBY
Capital District Off-Track Betting Corporation (New York)	
Capital Internet & Phone Wagering	
Catskill Off-Track Betting Corporation (New York)	CAR
Catskill Internet & Phone Wagering	
Century Downs (Alberta, Canada)	
Aces Lounge Brooks	ACL
Black Diamond Hotel	BDH
Backstreet Pub & Pizza	BTP
Century Casino Calgary	CC1
Century Downs on-track	CED
Ducks on the Roof	DUR
Jackpot Casino Red Deer	JRD
Medicine Hat Lodge	MHL
Olds Hotel CB	OHC
Rookie's Lounge	ROK
Schanks North	WU2
RMTC Airdrie Theatre	WUA
Elbow River OTB	WUE
Five Star Bingo	WUF
Stoney Nakoda Resort & Casino	WUN
RMTC Okotoks	WUO
Schanks 1 OTB	WUS
Charles Town Races (West Virginia)	CTR
Coeur D'Alene Casino (Idaho)	WRL
Columbus Races (Nebraska)	CLS
Corpus Christi Greyhound Racing (Texas)	CPC
Day At The Track (ADW)	DAT

Dayton Raceway (Ohio)	HGD
Delaware Park (Delaware)	DEL
Delta Downs (Louisiana)	DLT
Downs at Albuquerque (New Mexico)	ALD
Dover Downs Raceway (Delaware)	DOV
eBet Technologies Inc. (ADW)	EBT
HorsePlayersBet.com/eBet	HPB
HarringtonBets.com/eBet	HTB
Compubet.com/eBet	CUB
AustralianRacingbets/eBet	OZB
Jump2Bet.com/eBet	JTB
MutuelsOnline.com/eBet	MOL
RaceUwin.com/eBet	RUW
Vegas Downs, Inc/eBet	VDI
WagerLiveRacing.com/eBet	WLR
123Bet.com	E23
Elite Turf Club (ADW)	
Elite Turf Club - Office 10	ETA
Elite Turf Club 11	ETB
Elite Turf Club 12	ETC
Elite Turf Club 2	ETD
Elite Turf Club 13	ETE
Elite Turf Club 14	ETF
Elite Turf Club 15	ETG
Elite Turf Club 16	ETH
Elite Turf Club 17	ETI
Elite Turf Club 18	ETJ
Elite Turf Club - Office 1	ET1
Elite Turf Club - Office 3	ET3
Elite Turf Club - Office 4	ET4
Elite Turf Club - Office 5	ET5
Elite Turf Club - Office 6	ET6
Elite Turf Club - Office 7	ET7
Elite Turf Club - Office 8	ET8
Elite Turf Club - Office 9	ET9
Emerald Downs (Washington)	EMD
Washington Offtrack Locations	WOF
Evangeline Downs (Louisiana)	EVD
Eunice OTB	EUN
Races and Aces-Henderson	HEN
Port Allen OTB	PAO
St. Martinville OTB	SMV
Fair Grounds (Louisiana)	FRG
Finish Line #2 - Covington	FLA
Finish Line #3 - Slidell	FLB
Finish Line #4 - Gretna	FLC
Finish Line #6 - Houma	FLD
Finish Line Elmwood	FLE
Finish Line #7 St.Bernard	FLF
Finish Line Kenner	FLQ
Finish Line Metairie	FLR
Finish Line LaPlace	FLS

Finish Line Thibodaux	FLT
Finish Line Westwego	FLW
Fairgrounds Acct. Wagering (LA Residents Only)	FAW
Fair Meadows (Oklahoma)	FMT
Favorites at Gloucester Township (New Jersey)	FGC
Finger Lakes (New York)	FIL
FingerLakesBonusBets.com	FGL
Fonner Park (Nebraska)	FON
Fort Erie Race Track (Ontario, Canada)	FOE
Fraser Downs, Hastings Park, BC Teletheatres (British Columbia, Canada)	
Fraser Downs	FRD
Hastings Park	HST
TBC Teletheatres AA	TB1
TBC Teletheatres A	TB2
TBC Teletheatres B	TB3
TBC Teletheatres AAH	TB4
TBC Teletheatres AH	TB5
TBC Teletheatres AAA	TB6
TBC Teletheatres-Hastings Mainland	TB7
Freehold Raceway (and New Jersey OTB)	FHR
Favorites at Tom's River	TOM
Game Play Network (ADW)	
Game Play Network ADW	ODY
Game Play Network Oddz	ODZ
Global Wagering Solutions (International ADW)	
Bwin International Ltd	GBW
Cashpoint Limited	GCP
GWS German Tote	GGT
International Betting Association Ltd	GOX
Lotos	GLT
Magna Bet	MAB
onextwo	OXT
Pferdewetten.de GmbH	GPW
Racebets	GRR
Scientific Games Racing BV	GSN
Victor Chandler International	VCI
Win Race Pferderennen	GE9
Betsson	GWB
Intelligent Gaming	GWI
PlanetWin	GWP
GWS - SBO B to B	GSB
GWS - SBO B to C	GSC
GWS Stan James	GSJ
GWS Boylesports	GBS
GWS Ladbrokes Australia	GLQ
Greyhound Park at Post Falls (Idaho)	CAO
Gulf Greyhound Park (Texas)	GLF
Gillespie County Fair	GIL
Harrah's Philadelphia (Pennsylvania)	HCR
TVG - Harrahs Chester Downs	TVH
Harrington Raceway (Delaware)	HAC, HAL
Hawthorne Race Course (Illinois)	HAW

Adam's Road House Sports B&G	ARH
Aurora OTB	AUR
Balmoral Park Race Track	BPR
Bloomington OTB	BLO
Champaign OTB	CPO
Corliss OTB	CSO
Crestwood OTB	CST
Elk Grove Village OTB	ELK
Empress OTB	EPO
Hawthorne Race Course	HAW
Hoffman Estates OTB	HOF
Shark City OTB	HWG
Players Club OTB	HWP
Joliet OTB	JOO
Lockport OTB	LOC
LaSalle Street OTB	LSS
Maywood Park	MAP
Mokena OTB	MOK
Niles OTB	NIL
Oakbrook Terrace OTB	OKT
Peru OTB	PER
Yorkville OTB	YVL
Fairmount Park	FPK
Hawthorne Acct. Wagering (IL Residents Only)	HAX
Club Hawthorne AW (IL Residents Only)	HWA
Hazel Park (Michigan)	HPH
Hoosier Park (and Indiana OTB's)	HPG
Fort Wayne OTB	FWG
Indianapolis OTB	IAG
Merrillville OTB	MEG
Horse Races Now (ADW)	HRN
Horse Racing New Brunswick (Canada Tracks & OTB's)	
Exhibition Park Raceway	EPR
Fredericton Raceway	FTN
Horseshoe Sports Pub	HSP
Kennedy Inn	SAT
Valley Sands Entertainment Complex	VSE
Horsemen's Park (and Nebraska outlets)	NEB
Lincoln Race Course	LRC
Indiana Downs (and Indiana OTB's)	IDS
Clarksville OTB	IOC
Intermountain Racing & Entertainment (Idaho Track, OTB, ADW)	
Sandy Downs	TET
The Turf Club at Fort Hall Casino	TCC
Idaho Falls OTB	IFO
Idabet.com	IDB
Iowa Greyhound Association (Iowa) (formerly Dubuque Greyhound)	IGA
Las Vegas Dissemination Company	
Foxwoods Casino (Connecticut)	FXC
Cities of Gold Sports Bar (New Mexico)	POJ
Meskwaki (Iowa)	MSK
Megatote (ADW)	MGT

Les Bois Park (Idaho)	LBP
Lewiston Raceways, Inc.	
Winners OTB (Maine)	BRU
Newport Jai Alai (Rhode Island)	NJA
Winner's Circle OTB (Maine)	LEW
Lien Games Racing, Inc. (North Dakota OTB's and ADW)	
Chips Lounge & Casino	LGC
Skydancer Casino	SKY
Rumors	LGR
Turf Room OTB	LGE
OTB.Com Phone	LGA
HOJO OTB	LGM
Lien Games OT.com NY	LGY
Lien Games CA Internet	LG2
Lien Games Internet Wagering	LIW
Lien Games Internet Wagering 2	LI2
Lien Games Internet Wagering 3	LI3
Lien Games Internet Wagering 4	LI4
Lien Games Internet Wagering 5	LI5
Wager2win	L2W
OffTrackBetting.com	L3W
Lone Star Park (Texas)	LSP
Louisiana Downs (Louisiana)	LAD
Harrahs Louisiana Downs OTB	LDT
Mahoning Valley Race Course (Ohio)	MVR
Marquis Downs (Saskatchewan, Canada)	MAQ
Queensbury Downs	QBY
Lucky's Bar & Grill Teletheatre	LBT
Sports On Tap	SOT
The Pump Road House	MQR
Maryland Jockey Club (Laurel, Pimlico, and Maryland OTB's)	MJC
Limited Liability Entity	LLE
Meadowlands Racetrack (New Jersey)	MED
Winners Bayonne	BAY
The Meadows (Pennsylvania)	MEA
Meadows Acct Wagering	MAW
Miami Valley Gaming and Racing (Ohio)	MVG
Monmouth Park (New Jersey)	MTH
Favorites at Woodbridge	WOB
Favorites at Hillsborough	FHO
Jamie's Bar	JMB
NJ ADW-Online	NJ1
NJ ADW-Mobile	NJ2
NJ ADW-IVR	NJ3
Montana Simulcast Racing, LLC (Montana)	
Butte OTB	BUT
Dehler's Hand Casino	DHC
Golden Spur	GLD
Halftime Sports Bar	HSB
Kalispell OTB	KAL
Missoula Montana OTB	MMO
Yellowstone Downs	YEL

Monticello Raceway (New York)	MRA
Mount Pleasant Meadows (Michigan)	MPM
Mountaineer Park (West Virginia)	MNR
Nassau Regional Off-Track Betting Corporation (New York)	
Nassau Internet & Phone Wagering	
New York Racing Association (New York)	NYR
NYRA Acct Wagering (NY Residents Only)	NYA
NYRAbets	NYB
NYRA Bets IL	NBI
Northfield Park (Ohio)	NPK
Cedar Downs OTB	CDR
Northlands Park (Alberta, Canada)	NOP
Alberta Teletheatre Network-Northlands	ATU
Barney's Bar & Grill	BAA
Beverly Crest Games Room	BCG
LaBiche Inn	BCH
Billy Budd's	BIB
Best Western Denham Inn	BWD
Coach's Sorner Sports Bar	CCB
Continental Inn	COI
Champ's Sports Bar	CSB
Central Suite Hotel	CSH
Drayton Valley Hotel	DRH
Dover Hotel	DVH
Evergreen Park Casino	EGP
Eagle River Casino	EGR
Franklin's Inn	FKI
Franco's Pub	FRP
Grove Motor Inn	GMI
Howard Johnson	HWJ
Longshots	LGS
Post Time at Fitzgeralds	PAF
Players Club	PYC
River Cree Resort & Casino	RIC
Rosslyn Inn & Suites	ROI
Rookie's Lounge	ROK
Schanks Athletic Club Edm	SCH
Skip's Sports Bar	SKB
Smoky Lake Inn	SML
Santo's Restaurant & Lounge	SRL
The Park Hotel	TPH
The Sawridge Inn	TSI
West Edmonton Truckland	WET
Northville Downs (Michigan)	NOR
Oaklawn Park (Arkansas)	OPA
Oaklawn Park Account Wagering	OPT
Ocean Downs (Maryland)	OCD
PariBet US	PBU
PariBet 1	PB1
PariBet 2	PB2
PariBet 4	PB4
Parx Racing (Pennsylvania)	PHA

Brandywine Turf Club	BDY
Center City Turf Club	CTC
Northeast Philly Turf Club	NEP
Oaks - Valley Forge	OVF
South Philadelphia Turf Club	SPO
Philly Park Internet	PHI
Philly Park Phonebet	PHP
Philly Park IVR	PVR
Penn ADW, LLC (ADW)	ACX
Penn National Race Course (Pennsylvania)	PEN
York OTW	YRK
Lancaster OTW	LAN
Penn National Account Wagering	ACW
Penn National Telebet	PTB
Player Management Group (ADW)	PMG
Player Management Group A	PMA
Player Management Group B	PMB
Player Management Group C	PMC
Player Management Group D	PMD
Player Management Group E	PME
Player Management Group F	PMF
Player Management Group H	PMH
Player Management Group I	PMI
Player Management Group J	PMJ
Player Management Group K	PMK
Player Management Group L	PML
Player Management Group N	PMN
Player Management Group O	PMO
Pocono Downs (Pennsylvania)	POC
Pocono Downs OTB	POT
Pocono Downs Account Wagering	PAW
Pocono Downs Internet	POI
Pompano Park (and Florida In-State Guest Locations)	PPK
Naples-Fort Myers Greyhound	BFM
Calder Race Course	CRC
Daytona Beach Kennel Club	DBK
Dania Jai Alai	DJA
Ebro Dog Track	EBG
Flagler Greyhound Track	FGH
Fort Pierce Jai Alai	FPJ
Gretna Racing LLC	GIQ
Gulfstream Park	GPK
Hamilton Jai Alai & Poker	HJP
Hialeah Park	HIA
Hollywood Greyhound Park	HKC
Palm Beach Kennel Club	INV
Jacksonville Kennel Club	JKC
Melbourne Greyhound Park	MEL
Miami Jai Alai	MJA
Ocala Breeders Sales	OBS
Ocala Jai Alai	OJA
Orange Park Kennel	OPK

Oxford Downs Summerfield	OXS
Sanford-Orlando Kennel Club	ORR
Orlando Seminole Jai Alai	ORS
Pensacola Greyhound Track	PGH
St. John's Greyhound Park	SJG
Sarasota Kennel Club	SKC
Summersport Jai Alai @ Dania	SMR
Derby Lane	SPK
Tampa Bay Downs	TAM
Tampa Greyhound Track	TKC
Portland Meadows (and Oregon OTB's)	POM
Oregon Off-Tracks	OOT
Potawatomi Bingo Casino (Wisconsin)	PTW
Prairie Meadows (Iowa)	PRM
Prairie Meadows Contest	PMS
Premier Gateway International (International ADW)	IOM
Phumelela Gold – Europe	EUC
Phumelela Gold - UK	UKP
Safetote	TVA
Premier Turf Club (ADW)	PRT
Premier Turf Club 2	PRS
Presque Isle Downs (Pennsylvania)	PID
Racing & Gaming Services (ADW)	RGS
Racing Gaming Services Grp. 1	RG1
Racing Gaming Services Grp. 2	RG2
Racing Gaming Services Grp. 3	RG3
Racing Gaming Services Grp. 4	RG4
Racing Gaming Services Grp. 5	RG5
Racing Gaming Services Grp. 6	RG6
Racing Gaming Services Grp. 7	RG7
Racing Gaming Services Grp. 8	RG8
The Racing Channel (ADW)	TRC
The Racing Network International (International ADW)	TRN
Sportsbets Pty, Ltd.	TRN
German Tote GmbH & Co.	GE7
Digitote	DGT
Blue Spider Networks	BSN
BluespiderNetworks TEST SYSTEM	BS0
Blue Spider Networks GmbH	BS1
Irish Tote	HRI
Racing2Day, LLC (International ADW)	RTD
Racing 2 Day LLC International	R2I
Racing 2 Day Venezuela	R2V
Raynham Greyhound Park (Massachusetts)	TDT
Raynham Account Wagering	TDA
Red Mile, The (Kentucky)	REM
Red Shores Racetrack & Casino (Prince Edward Island, Canada)	
Charlottetown	CTN
Summerside Raceway	SUM
Remington Park (Oklahoma)	REP
Bordertown	RPB
Newcastle Gaming Center	RPN

Remington Park Parlors	RPP
Riverwind Casino	RPR
Winstar Casino	RPW
Southwind Casino	SWC
Durant OTB	CHW
Choctaw Casino- Pocola	CCP
Medio Tiempo OTB	MOA
Retama Park (Texas)	RET
Rideau Carleton Raceway (Ontario, Canada)	RCR
Brass Racks Billiards	BRB
Cornwall Off-Track Betting	COT
Ducks Roadhouse	DUC
Rubbs Barbeque Bistro	RBB
Ramigab Resto-Bar	RBT
Riverside Bar & Grill	RGA
Rest Inn	RIK
The Berrigan's Pub	RLA
RCR Off-Track Brockville	RLB
Main Street Pub	RMS
Coach's Pub & Grill House	RPI
Royal Britannia Pub	RRB
St Anthony Italia Soccer Club	RSA
Vanier Teletheatre, Rideau OTB	RVA
730 Truck Stop	TRU
Windsor Tavern	WIT
Rockingham Park (New Hampshire)	RKM
Rockingham Acct. Wagering	RKT
Seabrook Greyhound	SEA
Rocky Mountain Turf Club (Alberta, Canada Track, OTB's, ADW)	RMT
Cosmopolitan Hotel	CPH
Strathmore Hotel	SH2
Hit The Board thehorsesonline	WUB
ABS Casino Calgary	WUC
Folksown Bistro & Lounge	WUL
Whoop-Up Downs	WUP
Whoop Up Downs TAB	WUT
The Wheatland Inn	WUW
Rosecroft Raceway (Maryland)	ROR
Ruidoso Downs (New Mexico)	RUI
Running Aces Harness Park (Minnesota)	ACE
Sam Houston Race Park (Texas)	HOU
Valley Greyhound Park	VGT
Saratoga Harness Raceway (New York)	SRA
SaratogaBets	SGR
Scarborough Downs (Maine)	SDO
Scioto Downs (Ohio)	SCD
SOL Mutuel Ltd (International ADW)	SMG
SOL Mutuel Group 2 - Odds Broker	SM2
SOL Mutuel Group 4	SM4
Southland Greyhound Park (Arkansas)	SGP
Sportech Venues	
Shoreline Star Greyhound Park (CT)	BJA

Connecticut OTB (CT)	CTB
Connecticut OTB Acct Wagering (ADW)	CTA
CT OTB Internet Wagering (ADW)	CTW
Ho-Chunk Casino (Wisconsin)	HOK
Mohegan Sun Casino (CT)	SUN
Mohegan Sun Poker Room (CT)	SUP
Favorites OTB (Maine)	WAT
Sanford OTB (Maine)	SFD
Oneida Bingo & Casino (Wisconsin)	ONO
Paragon Casino Resort (Louisiana)	PAR
Coushatta Casino Resort (Louisiana)	CSR
Tote Investment Racing Service (Barbados)	BBS
No Bones Cafe (St. Croix)	NBC
Fairchance Racing Service (Trinidad)	FCR
Randall James (St. Croix)	JDR
Millennium Racing, Inc. (St. Thomas)	MLM
Royal Beach Casino (St. Kitts)	RBC
Pony Bar (St. Thomas)	UVI
Winners Circle OTB St. Kitts (St. Kitts)	WCO
Hodge OTB (Virgin Islands)	HGO
Sports Creek Raceway (Michigan)	SCR
Sudbury Downs (Ontario, Canada Track)	SDN
Suffolk Downs (Massachusetts)	SUF
Suffolk Regional Off-Track Betting Corporation (New York)	
Suffolk Internet & Phone Wagering	
Sunland Park (New Mexico)	SNP
SunRay Park & Casino (New Mexico)	SUR
Television Gaming Network (TVG)	TVG
TVG Illinois	TVI
TVG/Prairie Meadows Account Wagering	TVP
TVG Arizona	TVT
TVG Group 3	TV3
Betfair Games Limited (International)	BFG
Thistledown (Ohio)	TDN
Tioga Downs (New York)	TIO
Tri-State Greyhound Park (West Virginia)	TSG
Twin River Greyhound (Rhode Island)	TWR
TwinSpires (ADW)	TWS
TwinSpires Oregon (Domestic)	TWO
TwinSpires California (California Residents)	TWC
TwinSpires Mountain View (Domestic)	TWN
US Offtrack (ADW)	GYC
Velocity Wagering Group Ltd. (ADW)	VVO
You Bet Portland	YBG
Velocity Wagering Grp 1	VW1
Velocity Wagering Grp 2	VW2
Velocity Wagering Grp 3	VW3
Velocity Wagering Grp 4	VW4
Velocity Wagering Grp 5	VW5
Velocity Wagering Grp 6	VW6
Velocity Wagering Grp 7	VW7
Velocity Wagering Grp 8	VW8

Velocity Wagering Grp 9	VW9
Vernon Downs (New York)	VRN
WatchandWager.com, Ltd. (International ADW)	EOT
Watch and Wager (Domestic ADW)	WNW
WAW - Global	WNG
Western Regional Off-Track Betting Corporation (New York)	
Western Internet & Phone Wagering	
Batavia Downs	BTV, BAD
Wheeling Island (West Virginia)	WHE
Will Rogers Downs (Oklahoma)	WRD
Cherokee Casino West Siloam Springs	WSS
Cherokee Casino Sallisaw	CCE
Woodbine Entertainment Group (Ontario, Canada)	
A&F Billiards	AFB
The Brunswick Hotel Complex (Don Cherry)	BHD
Broad Street Billiards	BSB
Buffy's Tavern & Dining	BTD
Bumpr's Roadhouse Milton	BPM
Club Alouette	CA1
Coach and Horses	CAH
Clancy's	CB1
Cheffy's Last Stop	CFL
Champions Sudbury	CHS
Salle de paris Place Dupuis	CJ1
Salle de paris Boucherville	CJ2
Salle de Paris de Pointe-Aux-Trembles	CJ3
Salle de Paris de Quebec	CJ4
Salle de Paris de Laval	CJ5
Salle de Paris Pointe-Claire	CJ6
Salle de Paris Square Decarie	CJ7
Salle de Paris de Sherbrooke	CJ8
Salon de Paris de Chateaugua	CJ9
Salon de Paris de Gatineau	CJ0
Clinton Teletheatre	CLT
Champions at Royal Square	CRQ
DC Sports Grill Kingston	DCS
Flamboro Downs	FLM
Fort Erie OTB	FOO
Georgian Downs	GEO
Grand River Raceway	GRD
Grand River Raceway Teletheatre	GRO
Galaxy Lanes TB	GTB
Greenwood Racetrack	GWR
Huron Fish & Game Conservation	HFG
Hanover Raceway	HNV
Hippodrome de Trois-Rivieres	HTR
Karlee's OTB	KAB
Lucky 7 Bingo/VIP Lounge	L7B
Last Furlong	LAF
Lee Hotel	LEE
Western Fair Raceway	LON
McGinnins Landing LO	MLO

Mohawk Contest	MHC
Moodies	MOD
Mohawk Raceway	MOH
Northern Teletheatre Network	NTN
WEG Special Event	OSE
Peterborough Stick Sports	PSS
Quinte Bowling Centre	RQU
Black Bear	RTN
Rex Hotel	RXH
Sneakers Sports Bar	SKS
Shoeless Joe's	SLJ
Stewart Maguires	SMS
Sgt Peppers Stouffville	SPS
Coach's Corner SSM	SSM
Time Out Georgetown	TOG
Thirsty Judge Bracebridge	TJB
Trophy Case Bradford	TRB
Ultimate Sports Bar	USB
Victoria Pub Guelph	VPG
Mississauga Chinese Centre	W02
Offside's	W12
RJ's on Main	W14
RJ's on Chrysler	W15
Sports Centre Cafe	W16
Stonehouse	W17
Sheraton Parkway	W18
Select Winners Lounge	W19
Turf Lounge	W20
Winner's Edge	W21
Silks	W22
WEGZ Stadium Bar	W23
Jimmyz Sports Bar	W27
Albert's Parlour	WAP
Mane Event	WEM
Adam's Rib	WER
Champions on the Danforth	WO3
Century Palace	WO4
Deerfield	WO5
East Chinatown	WO6
Heritage	WO7
Woodbine Entertainment Group Int'l	WO8
Woodbine	WOO
Assiniboia HPI	AHP
Barrie IVR	BAI
British Columbia Telephone Acct. Wagering	BCT
Quinte IVR	BQI
Century Bets HPI	CBI
Clinton IVR	CLI
Charlottetown IVR	CTI
Dresden IVR	DRI
Elmira IVR	ELI
Ex Park IVR	EPI

Flamboro IVR	FLN
Fort Erie IVR	FOI
Hiawatha IVR	HHI
Hanover IVR	HNI
Kawartha IVR	KAI
Western Fair IVR	LOI
Marquis IVR	MAI
Newfoundland IVR	NFI
Northlands IVR	NOI
Nova Scotia IVR	NSI
Quebec HPI	QBC
Rideau IVR	RII
Sudbury IVR	SD1
Summerside IVR	SUI
IVR WEG/FLAM	WEF
IVR WEG/GRAND	WEG
IVR WEG/OTN	WEO
Windsor IVR	WII
Windsor IVR II	WIP
Woodbine IVR	WOI
Woodstock IVR	WRI
<hr/>	
Wyoming Downs LLC (Wyoming)	
WY Downs Evanston OTB	WDE
Outlaw Saloon	OLS
Sushi Boat & Bar	SBB
Rails Brews & Cues	RCB
Shilo Inn OTB	SIO
WY Downs Rock Springs OTB	WDR
Cheyenne Plaza	CYP
<hr/>	
Xpressbet (ADW)	
MEC Internet	MEI
MEC TAT	TAT
MEC Telephone	MET
Xpressbet Arizona	XAZ
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Yonkers Raceway (New York)	YOR
EmpireCityBets Yonkers	ECB
<hr/>	
Zia Park (New Mexico)	ZIA
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EXHIBIT 29

Include as Exhibit 29 a request for authorization for a system of account wagering in accordance with 205 CMR 6.20: General Account Wagering. The request shall include information related to any planned, non-monetary, incentive programs and account security plans. If a service provider is used, include copies of any and all agreements between the service provider and the applicant regarding the services to be provided by the service provider to the applicant in respect to the applicant's account wagering operations

In accordance with 205 CMR 6.20, Plainville Gaming and Redevelopment, LLC ("PGR"), d/b/a Plainridge Park Casino ("Plainridge"), requests through this harness racing license application for 2017, authorization from the Massachusetts Gaming Commission ("MGC") to offer account wagering in 2017 using the WinLine System as is currently in place at Plainridge Park Casino. The Massachusetts State Racing Commission originally approved the WinLine System on April 3, 2002. Industry standard tote protocols provided through Sportech and NiceCall Focus III protect the system, product sheets attached.

Plainridge, as part of this application, also requests authorization from the MGC to offer account wagering in 2017 using the eBet Technologies ("eBet") wagering platform, "Hollywood Races" which will be accessible to customers via the website, www.hollywoodraces.com, through a mobile app (available on both iOS and Android systems) and via telephone operator assisted wagering. eBet Technologies is currently in the process of license review by the MGC and once approved, Plainridge will provide the MGC with a timetable for the orderly transition of account wagering operations from WinLine to Hollywood Races/eBet. A copy of the account wagering agreement between Plainridge and eBet is enclosed.

The current Plainridge Points/Players Club is the incentive program used with the WinLine Telephone Account Wagering System, and Hollywood Races, once operational. The Plainridge Points Program/Players Club was outlined for the MGC on January 9, 2014. As of September 1, 2016, the Plainridge Park Casino "Marquee Reward" Player Cards now track pari-mutuel activity in the facility and through the Plainridge Park operated account wagering operation.

PGR's parent company, Penn National Gaming, Inc. ("Penn") has over 30 years experience in account wagering through its subsidiary Mountainview Thoroughbred Racing Association previously d/b/a EbetUSA.com and Telebet and as of April 2016, Hollywood Races.



The Commonwealth of Massachusetts
State Racing Commission
John W. McCormack State Office Building
1 Ashburton Place, Room 1313
Boston, Massachusetts 02108

JANE SWIFT
GOVERNOR

ROBERT M. HUTCHINSON, JR.
CHAIRMAN

ELIZABETH M. BARRY
SECRETARY

JENNIFER DAVIS CAREY
DIRECTOR OF CONSUMER AFFAIRS

CHRIST N. DECAS
ASSOCIATE COMMISSIONER

ARTHUR M. KHOURY
ASSOCIATE COMMISSIONER

April 9, 2002

Mr. Steve O'Toole, General Manager
Plainville Racing Company, LLC.
301 Washington Street
Plainville, MA 02762

Dear Mr. O'Toole:

Please be advised of the following decision made by this Commission on Wednesday, April 3, 2002, relative to your submission of your Account Wagering System.

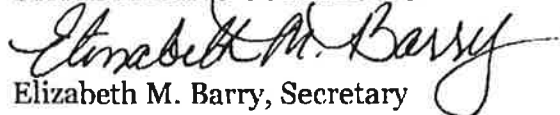
VOTED

In accordance with 205 CMR 6.20 – “Each association shall annually request authorization from the Commission before a system of account wagering is offered. Included in this association’s request shall be information related to any planned, non-monetary, incentive programs and account security plans.”

The Commission votes to approve the request of Plainville Racing Company, LLC. to conduct Account wagering during the year 2002, in accordance with our Rules and Regulations, Policies and Procedures, and Chapter 128A and Chapter 128C, as amended.

Sincerely,

STATE RACING COMMISSION


Elizabeth M. Barry, Secretary

CC: David Berube; Marta Ferreira; Plainridge Commission Office; Don Price; D/Lt. Brian Mulhern; David Berube; Richard Mudarri





NOTICE OF MEETING and AGENDA

January 9, 2014

Pursuant to the Massachusetts Open Meeting Law, G.L. c. 30A, §§ 18-25, notice is hereby given of a meeting of the Massachusetts Gaming Commission. The meeting will take place:

Thursday, January 9, 2014

9:30 a.m.

Boston Convention and Exhibition Center
415 Summer Street, Room 160 A&B
Boston, MA

PUBLIC MEETING #101

1. Call to order
2. Approval of Minutes
 - a. December 13, 2013
 - b. December 16, 2013
 - c. December 19, 2013
3. Research and Problem Gaming – Mark Vander Linden, Director
 - a. Self-Exclusion Regulations – Todd Grossman, Deputy General Counsel
4. Workforce Supplier and Diversity Development – Jill Griffin, Director
 - a. Introduction of Vendor Advisory Team
 - b. Proposal for a Small Business Capacity Building Program
5. Licensing Division – David Acosta, Director
 - a. Licensing Regulations -- VOTE
6. Racing Division – Jennifer Durenberger, Director
 - a. Administrative Update
 - b. Interim Legislation Proposal -- VOTE
 - c. Transition Update – Plainridge Park
 - d. Proposed Player Rewards Program – Plainridge Park
7. Administration – Rick Day, Executive Director
 - a. General Update
 - b. Proposed Organization Review – Trupti Banda, Human Resources Manager
 - c. Internet Gaming Forum – Commission McHugh
 - d. Draft Regulations for Licensee Cost Assessment – Derek Lennon, CFAO and Todd Grossman, Deputy General Counsel
 - e. Tax Withholding – Catherine Blue, General Counsel and Chairman Crosby

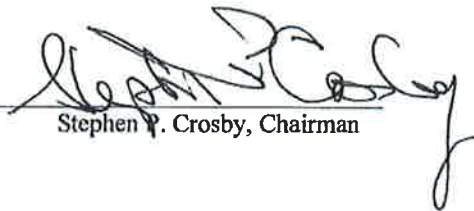


Massachusetts Gaming Commission

8. Legal Division – Catherine Blue, General Counsel
 - a. Form of Gaming License – Todd Grossman, Deputy General Counsel and David Acosta, Director – Licensing Division
9. Information Technology Division – John Glennon, Director
 - a. Slots Standards and Approval Process Policy and Regulations
 - b. Gaming Lab Presentation
10. Ombudsman Report – John Ziemba
 - a. General Update
 - b. Order for January 22nd Category 1 Application Presentations
11. Other business – reserved for matters the Chair did not reasonably anticipate at the time of posting.

I certify that on this date, this Notice was posted as “Gaming Commission Meeting” at www.massgaming.com and emailed to: rcgs@sec.state.ma.us, melissa.andrade@state.ma.us.

1/6/13
(date)


Stephen P. Crosby, Chairman

Date Posted to Website: January 7, 2014 at 9:30 a.m.



Massachusetts Gaming Commission

84 State Street, 10th Floor, Boston, Massachusetts 02109 | TEL 617.979.8400 | FAX 617.725.0258 | www.massgaming.com



NICECALL®
FOCUS III
FOR
PUBLIC SAFETY

NiceCall Focus III is a full-featured, compact recording solution designed to meet the needs of first responders, Command and Control Centers (C3), and law-enforcement agencies (LEAs) for a reliable, easily operated and compact recording system that provides rapid and efficient incident review.

NICE Systems NiceCall Focus III is a single-box, inclusive solution utilizing advanced PCI technology and a range of applications, especially developed to suit the dynamic nature of mission-critical small and medium-sized sites.

Insight from Interactions

NICE



In the past, public sector sites like yours had to choose between price, capabilities and quality. Now, NICE's market-leading solutions are available for this important market, with all the capabilities you require and at a price you can afford.

NiceCall Focus III offers public sector organizations a range of unique advantages, including a recording system that can be easily operated by non-technical users functioning in a mission-critical environment. NiceCall Focus III enables advanced scenario reconstruction with the synchronized playback of multiple channels, providing new possibilities for fully understanding the chain of events and rapidly creating evidence recordings. And all this in an easily-installed, space-saving, single box.

THE SINGLE-SERVER, POWERFUL NICECALL FOCUS III OFFERS A WIDE RANGE OF BENEFITS:

- Long-term solution utilizing NICE's cutting-edge PCI-based voice recording boards.
- Easy integration with existing infrastructure.
- Enhanced system security utilizing Microsoft Windows XP SP2, personal firewall and full integration with NICE privileges mechanism.

- Low cost of ownership - complete, fully-featured, long-term, one-box solution (based upon NICE's cutting-edge PCI board technology) with low maintenance requirements.
- Flexible, user-friendly applications with intuitive user interface - get working faster and do more, more easily.
- Improved response time due to rapid, easy evidence retrieval and scenario reconstruction.
- Integration with centralized enterprise storage, using NICE Storage Center, makes NiceCall Focus III the ideal solution for distributed sites.
- Fast call retrieval by automatic extraction of caller ID.

MAJOR NEW NICECALL FOCUS III FEATURES INCLUDE:

- Up to 48 channels per unit.
- Unmatched on-line capacity - up to 50,000 hours standard with default G.729A compression.
- Mixed interface support - records a wide range of digital telephony interfaces, analog and radio channels in the same box.
- Extended redundancy options including hot-swappable RAID I, hot-swappable redundant power supply (support for 48vDC) and dual archiving options.
- Optional CDR connectivity for Avaya, Nortel and Siemens switches.
- Open architecture - NiceCall Focus III runs with Windows XP Professional with SP2 and SQL 2000.
- Tool-free maintenance - higher availability and lower maintenance costs with improved Mean Time To Repair (MTTR) and tool-free maintenance for inexpensive long-term maintenance.

CONTACTS

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SCENARIO REPLAY

Simply the world's fastest, most flexible, most powerful, and easiest-to-use scenario reconstruction solution.

NICE

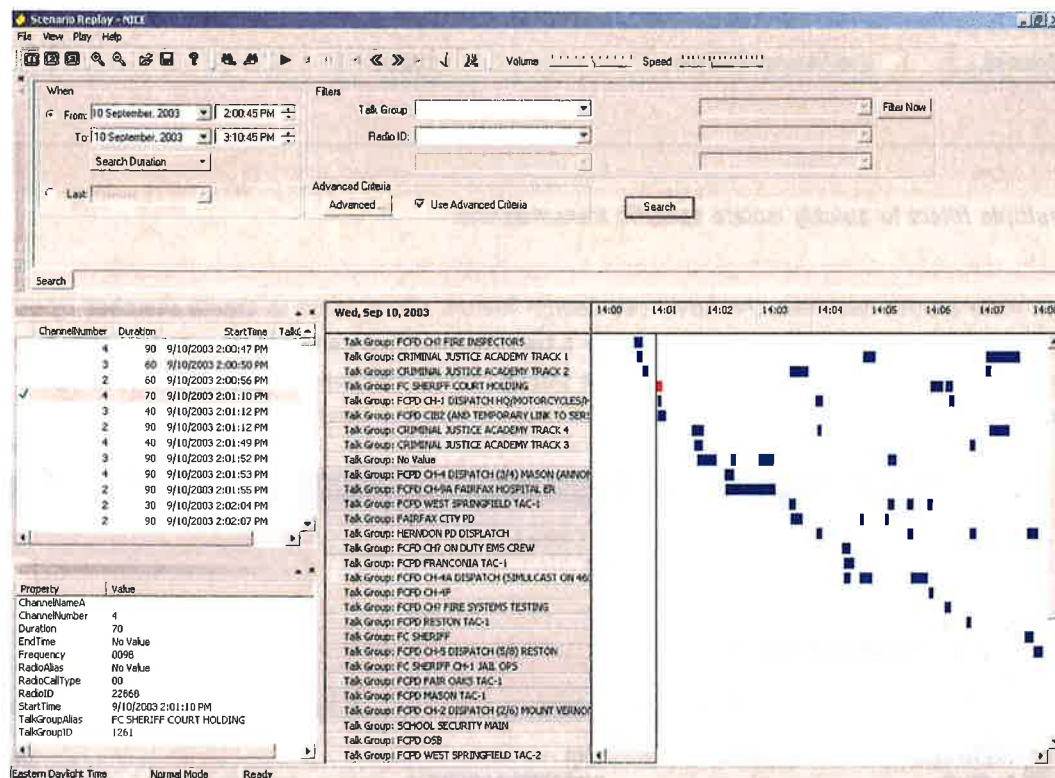
PRODUCT DATASHEET

OVERVIEW

No matter what field of public safety you are in, eventually you will need to reconstruct an incident. And proving who said what, to whom, and when will be crucial. But it is not enough just to have a state-of-the-art voice and data recording platform and a generic replay facility.

What is needed is the ability to quickly search across multiple channels of archived material, build a complete chronologically accurate and in-context picture of all relevant exchanges, and output it in whatever format is required. NICE's latest replay tool provides simple control of advanced recording technology so all users may get the information they need for analysis, investigation, or evidence – quickly and simply.

"When we developed Scenario Replay, we listened carefully to what public safety professionals want. The result is a Windows-based package that quite simply represents a new state of the art tool."



FLEXIBLE VIEWING OPTIONS

Viewing transmissions is a critical part of any search and replay application. Even the most powerful search engine will have minimal value if you can't easily view and understand the results. Effective displays will not only help you better understand each incident but also greatly reduce the time required to find a particular transmission.

Scenario Replay sets a new standard in flexibility and ease-of-use. Since all users and all searches are not alike, multiple configurable views enable you to see the desired information in a format that works best for you.

The Graphical View lets you quickly see how all transmissions transpired relative to each other and at what times.

The List window also shows transmissions along with key data that you want to see. Additionally, the Properties window shows all data associated with any selected transmission. All the information and visual display you need, all in one simple to use interface.

POWERFUL SEARCHING

Key to any reconstruction is finding all the relevant information – and finding it quickly. Scenario Replay provides simple yet extremely powerful search capabilities that can dramatically reduce search times as well as valuable resources.

But Scenario Replay's powerful functionality doesn't mean it is difficult to use. Standard Windows-based controls and a user interface simplify operation and minimize training requirements. Rather than requiring users to specify which recorder to search, Scenario Replay searches all recorders and channels to which the user has access.

For quick searches, Scenario Replay can use just the minimum information necessary, such as date and time. But when you are searching through multiple channels or over a large time period, simple searches are not enough. And that's where Scenario Replay stands head and shoulders above other tools.

Six filters provide a simple way to narrow down simple search results. Filter drop-down menus are automatically populated with data from the search results, and you can select multiple values for each filter. This allows you to narrow down results to find the right transmissions with a minimum amount of effort.

Filters

Talk Group: [] City: HERNDON [] Filter Now

Radio ID: [] State: VA []

Address: %MAIN% [] Zip Code: 20% []

Advanced Criteria

Advanced ... Use Advanced Criteria Search

Use multiple filters to quickly isolate specific transmissions.

For even more precise searches, the Advanced Search feature allows users to create searches by selecting any field in the database. For example, you could search for a transmission that came in on a particular talk group, from a specific radio, and before a specific time. These search criteria can even be saved and used again in the future. This powerful functionality could drastically reduce search times in busy centers.

Advanced Search Criteria

New Criteria

Database Field	Comparison	Criteria 1	Criteria 2	Combination
CLI				
CalledTrunk				
CallingTrunk				
CallType				
TalkGroupID				
TalkGroupAlias				
RadioID	<	5		AND
TalkGroupID	=	1261		OR
EndTime	<	9/10/2003 3:00:00 PM		AND
CallReference	>>	DV	SR	AND

Add Edit Delete Clear All

OK Cancel

REPLAY AND DELIVERY

The crux of any search and replay tool is its ability to replay and deliver transmissions. Various users such as call-takers, dispatchers, supervisors, district attorney offices, and replay personnel will all appreciate the numerous methods available as well as the intuitive replay controls.

After replay, saving and delivering various transmissions is the next critical part of the chain of evidence. In many cases, doing so quickly can make a world of difference in a prosecution. Additionally, supervisors and training staff, as well as first-responders, can all use these scenarios to enhance their training program.

Scenario Replay provides several options for saving, distributing, and importing scenarios to meet all these various needs. Users can save multiple transmissions as a single .wav file for replay on a standard PC. Multiple transmissions, as well as all the associated data, may be saved as a complete scenario for later analysis on a standalone PC. This way, users can provide specific scenarios for analysis without giving access to critical recording equipment.

ChannelNumber	Duration	StartTime	TalkG
6	60	9/10/2003 2:00:46 PM	
5	60	9/10/2003 2:00:47 PM	
4	90	9/10/2003 2:00:47 PM	
3	60	9/10/2003 2:00:50 PM	
5	70	9/10/2003 2:00:53 PM	
2	60	9/10/2003 2:00:56 PM	
15	70	9/10/2003 2:00:56 PM	

Radio ID
22876
22117
41009
22147
21853
22314
42749
22342
11516
25819
40932
23077
22366
23015
22868
09444
42556
25561
00001

FEATURES

- System-wide view of all calls, either list or graphical view, with call transmission information, to provide maximum flexibility
- Multiple advanced search criteria using any database field and numerous logical operators to drastically reduce search times
- Search on any data available from your recorder, including date, time, duration, channel, user ID, radio talk group, radio ID, position or alias, or ANI/ALI data
- Cascade searches using filters with multiple criteria to find the exact calls required with the minimum amount of effort
- Up to three configurable views for call display; e.g., display by channel, talk group, or radio ID, so you can customize your view to your specific needs
- The number of channels searched and replayed is only limited by the size of your recorder, which enables you to replay complete scenarios, regardless of the number of channels
- Search all system channels from one workstation, regardless of the number of recorders, to avoid having to specify on which recorder a transmission is located
- Extensive online help to reduce training resource requirements and enhance usability
- Simple to use, Windows-based application to simplify use and minimize training requirements
- Output complex multi-channel transmissions to a single .wav file or output device (DVD, CD, MD, FDD etc) to facilitate evidence distribution
- Save search results as a scenario, complete with all transmissions and data, for later evaluation on a stand-alone PC
- Replay transmissions from recorder, saved scenario, or saved .wav file
- Configurable spoken date and time to satisfy statutory requirements
- Replay controls enable play, pause, stop, skip forwards or backwards, variation of replay speed, and Automatic Gain Control; use play markers to isolate a specific section
- Replay via the network direct to your PC
- Compatible with Wordnet Series 3 and Renaissance
- Supports various decompression algorithms: GSM,G.723,G.711,IMBE,TETRA ACELP, G.728
- Quickly print call details for easy reference.
- Highly secure with multiple access and permission options to protect your critical data

SYSTEM REQUIREMENTS (MINIMUM)

The application software can be hosted on a standard off-the-shelf PC with the following minimum specification:

- Pentium-III 800MHz with 128Mbytes RAM
- 10/100Mbit/sec Ethernet
- 10Gbyte hard disk
- SoundBlaster or compatible sound card with 600 ohm output
- CD-ROM compatible drive
- Removable media device
- 1024 x 768 16bit color display
- Keyboard and mouse or other pointing device.
- Microsoft Windows 2000 or Windows XP.
- Internet Explorer 6.0 or better.
- Microsoft media player Version 7 or better

Scenario Replay provides your agency the simplest yet fastest way to find, isolate, and analyze specific transmissions.

NICE

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