

## NOTICE

**NOTICE IS HEREBY GIVEN THAT THE TOWN OF RAYNHAM, MASSACHUSETTS (“TOWN”) HAS ENTERED INTO A HOST COMMUNITY AGREEMENT WITH RAYNHAM PARK, LLC (“RAYNHAM PARK”) SETTING FORTH THE CONDITIONS FOR LOCATION OF A GAMING ESTABLISHMENT WITHIN THE TOWN. THE HOST COMMUNITY AGREEMENT BETWEEN THE TOWN AND RAYNHAM IS ATTACHED TO THIS NOTICE AND IS SUMMARIZED BELOW.**

### SUMMARY OF AGREEMENT

Section 1. Through Section 1 of the Agreement, the Town agrees to the proposed location of Raynham Park’s gaming establishment as within the Town at 1958 Broadway, Raynham, Bristol County, MA, 02767 for the construction and location of the proposed gaming establishment, with 1,250 slot machines and 175,000 sq. ft. of gaming floor area.

Section 2. Through Section 2 of the Agreement, the Town agrees to carry out the procedures to provide notice of the Agreement and to place the required ballot question for electorate approval of the gaming establishment on a public election ballot referendum. Raynham Park is required to reimburse the Town for its expenses related to the election.

Section 3. Under Section 3 of the Agreement, Raynham Park agrees to pay the Town’s reasonable and direct costs of determining the impacts of the gaming establishment, negotiating this Agreement and any related agreements, and participating in proceedings and other activities related to the gaming establishment project.

Section 4. Under Section 4 of the Agreement, Raynham Park agrees to pay the Town’s standard permit and license fees for development, construction and utility plans, as well as the Town’s actual, reasonable costs incurred in connection with the review and inspection of the permit and license applications for such activities. Raynham Park’s obligation extends to the costs of temporary staff and consultants needed by the Town to conduct such reviews and inspections.

Section 5. Pursuant to Section 5 of the Agreement, if Raynham Park is awarded a final Category 2 gaming license, Raynham Park and its contractors will work closely with the Town to provide preference for the employment of town residents and former employees of the now closed Raynham Dog Track in the construction and operational phases of the gaming establishment. Prior to the construction and operations phase of the project, Raynham Park agrees to hold an event for town residents at which it will publicize its employment needs and explain its hiring processes. Raynham Park will also make periodic reports to the Town regarding its employment statistics. In addition, Raynham Park will make a good faith effort to use local vendors where cost and quality of goods and services are competitive. Raynham Park will advertise and work with the Taunton Area Chamber of Commerce to promote opportunities for local businesses.

Section 6. In Section 6 of the Agreement, Raynham Park agrees to utilize union labor in the construction of the gaming establishment. The Section further outlines the procedures Raynham Park will follow to enhance opportunities for local union chapters and local residents who are members of the various construction unions. Raynham Park also agrees to make periodic compliance reports to the Town.

Section 7. Under Section 7 of the Agreement, Raynham Park agrees to purchase at least \$5,000 in vouchers and gift certificates annually from local businesses unrelated to the gaming establishment, and issue such vouchers and gift certificates to patrons as part of its rewards or player loyalty programs.

Section 8. Under Section 8 of the Agreement, if Raynham Park is awarded a final Category 2 gaming license, Raynham Park will pay the Town an annual mitigation fee in the sum of \$1,000,000. Beginning in year four of Raynham Park's operations and continuing for as long as the Raynham Park gaming establishment is owned or operated by its present owners or their affiliates, the amount of the Annual Mitigation Payment will be increased by 2.5% per annum, subject to certain limitations applicable starting in year 21 of the gaming establishment's operations.

Section 9. Under Section 9 of the Agreement, commencing in its first year of operations and continuing so long as the gaming establishment is owned or operated by its present owners or their affiliates, Raynham Park agrees to make an annual payment of \$100,000 to fund the Town's capital expenditures.

Section 10. Under Section 10 of the Agreement, commencing in year two of the gaming establishment's operations, Raynham Park agrees to make an annual payment of \$15,000 to the Town for the purpose of improving the facades and signage of businesses located along Route 138 in Raynham.

Section 11. In Section 11 of the Agreement, Raynham Park agrees to garage at the gaming establishment all motor vehicles owned by it and used in connection with the gaming establishment. Raynham Park also agrees to pay excise taxes to the Town on such motor vehicles.

Section 12. Under Section 12 of the Agreement, Raynham Park agrees to pay for or reimburse the Town for infrastructure improvements directly related to the construction and operation of the gaming establishment, as identified by an April 2013 Casino Traffic Impact Study, a traffic impact study of the junction of Old North Main Street and Elm Street East, and a sewer and water Infrastructure Capacity Assessment. The Town may accept the results of the studies; or if the Town disputes any aspect of the studies, the issue will be resolved through binding mediation funded by Raynham Park and any resulting infrastructure improvement funding obligations will be accepted and fulfilled by Raynham Park.

Section 13. In Section 13 of the Agreement, Raynham Park affirms its strong commitment to responsible gaming, and agrees to implement an appropriate responsible gaming

plan, participate in the Massachusetts Partnership on Responsible Gaming, and work with the Town to address issues involving problem gaming in Raynham.

Sections 14 through 26 and 31 through 32. These Sections incorporate general contract language governing selection of contractors, term, the payment of Town professional fees by Raynham Park, notices, no third party beneficiaries, assignment, transfer or collateral use, relationship of the parties, force majeure, integration clause, amendments, governing law, counterparts, severability, compliance with laws by Raynham Park, and the conditions precedent to Raynham Park's obligations under the Agreement.

Section 27. In Section 27 of the Agreement, Raynham Park agrees to invest a minimum of \$125 million in the development of the gaming establishment's facilities.

Section 28. Under Section 28 of the Agreement, Raynham Park agrees that, if in its discretion it utilizes the firefighting and ambulance services of the Raynham Fire Department, Raynham Park will pay the Town for those services, including payment for the costs of ensuring that the Department's personnel and equipment meet the minimum requirements of the EMS System Regulations and other applicable licensing requirements.

Section 29. Through Section 29 of the Agreement, the Town and Raynham Park agree to negotiate in good faith over the methods and procedures related to the use of Raynham Police at the gaming establishment, as well as payment for such use, should such use of Raynham police force members become necessary.

Section 30. Under Section 30 of the Agreement, commencing with the first year of operations of the gaming establishment, Raynham Park agrees to make during each year of operations monetary donations to non-profit entities that serve Raynham citizens, with the recipients and amounts of such donations within Raynham Park's discretion. Raynham Park will report annually to the Town on its charitable contributions.