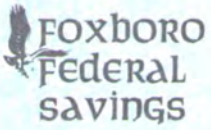


THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK, THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.



ONE CENTRAL STREET • FOXBORO, MASSACHUSETTS 02035 • 508-543-5321

TREASURER'S CHECK

09-29-14

53-7205/2113

PAY TO THE ORDER OF *****Massachusetts Gaming Commission*****

*****2,100.00*****

FOXBORO FEDERAL SAVINGS

\$ 2,100dols 00cts

DOLLARS

VOID OVER \$2,100.00

Important notice: If this check is lost, stolen, or destroyed, the bank reserves the right not to reissue a duplicate check for a minimum period of 90 days after the date of issue.

PAYABLE THROUGH
FOXBORO FEDERAL SAVINGS

MP

161531 M 2724177



an ACE Company

LICENSE AND/OR PERMIT BOND

Bond No: K08850781

KNOW ALL MEN BY THESE PRESENTS:

That we, Springfield Gaming and Redevelopment, LLC as Principal and Westchester Fire Insurance Company, incorporated under the laws of the State of Pennsylvania, with principal office in Philadelphia, as Surety, are held and firmly bound unto Commonwealth of Massachusetts as Obligee, in penal sum of One Hundred Twenty-Five Thousand and 00/100 Dollars, lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the above bounden Principal has obtained or is about to obtain from the said Obligee a license or permit for License to Conduct a Racing Meeting; and the term of said license or permit is as indicated opposite the block checked below:

X Beginning the 1st day of January, 2015; and ending the 31st day of December, 2015.

_ Continuous, beginning the _____ day of _____, ____.

WHEREAS, The Principal is required by law to file with Massachusetts Gaming Commission a bond for the above indicated term and conditioned as hereinafter set forth.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal as such licensee or permittee shall indemnify said Obligee against all loss, costs, expenses or damage to it caused by said Principal's non-compliance with or breach of any laws, statutes, ordinances, rules or regulations pertaining to such license or permit issued to the Principal, which said breach or non-compliance shall occur during the term of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that if this bond is for a fixed term, it may be continued by Certificate executed by the Surety hereon; and

PROVIDED FURTHER, that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable or paid, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond, and

PROVIDED FURTHER, that if the Surety shall so elect, this bond may be canceled by the Surety as to subsequent liability by giving thirty (30) days notice in writing to said Obligee.

Signed, sealed and dated the 19th day of September, 2014.

[Signature]
(Witness)

Lisa Frye
(Witness)

Springfield Gaming and Redevelopment, LLC

By: [Signature] (SEAL)
(Principal)

Westchester Fire Insurance Company

By: Vicki Nobinger (SEAL)
Vicki Nobinger, Attorney-In-Fact

State of **Tennessee** }
County of **Knox** } ss:

On **September 19, 2014**, 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 September 30, 2017

Sandra Ward

Sandra Ward

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 Brian W McCarter, Carolyn E Wheeler, Joy M Williams, Kellie A Turner, Loretta M Jones, Mary Y Volmar, Novetta M Anderson, Sandra G Ward, 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 May 2014.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 15 day of May, AD. 2014 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.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 26, 2014

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 19th day of September, 2014.



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 May 15, 2016.

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.

Sundays, Wednesdays & Thursdays in April and May
No Racing Easter Sunday April 5
Racing Monday April 6

Mondays, Wednesdays & Thursdays June through November
No Racing Thanksgiving
Racing Tuesday November 24

Post Time: All Sundays 1:00 PM
Weekdays April through August 4:00 PM
Weekdays in September & October 2:30 PM
Weekdays in November 1:00 PM

Please see attached 2015 racing calendar



2015 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	24	25
26	27	28	29	30		

14 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
24/31	25	26	27	28	29	30

13 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				

12 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	24	25
26	27	28	29	30	31	

14 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
23/30	24/31	25	26	27	28	29

13 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			

13 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

13 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 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.

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

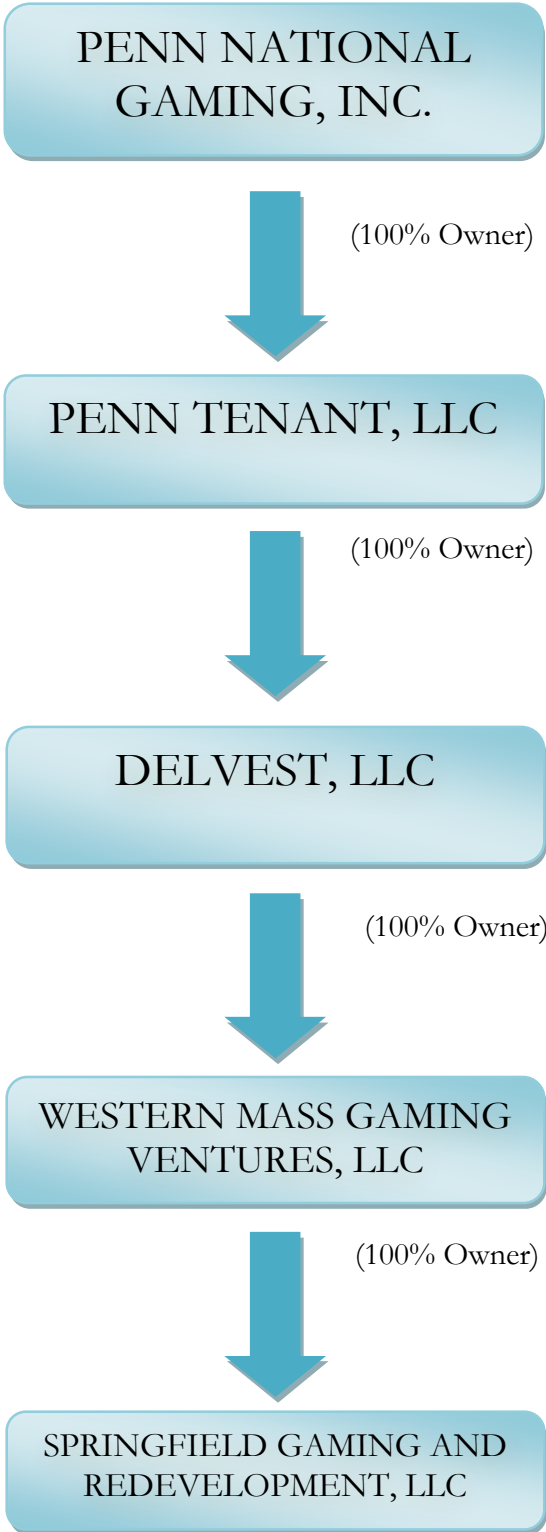


EXHIBIT 11B

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.

Springfield Gaming and Redevelopment, LLC is a wholly-owned subsidiary of Western Mass. 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.

Springfield 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.

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 FORMATION OF "SPRINGFIELD GAMING AND REDEVELOPMENT, LLC", FILED IN THIS OFFICE ON THE EIGHTH DAY OF OCTOBER, A.D. 2012, AT 12:12 O'CLOCK P.M.

5224479 8100

121107156



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


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9900501

DATE: 10-08-12

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:12 PM 10/08/2012
FILED 12:12 PM 10/08/2012
SRV 121107156 - 5224479 FILE

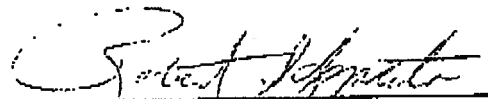
STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF

SPRINGFIELD GAMING AND REDEVELOPMENT, LLC

FIRST: The name of the limited liability company is Springfield Gaming and Redevelopment, LLC (the "Company").

SECOND: The address, including street, number, city, and county, of the registered office of the Company in the State of Delaware is 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801; and the name of the registered agent of the Company in the State of Delaware at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation this 8th day of October, 2012.



Name: Robert S. Ippolito
Authorized Person

EXHIBIT 11C-2

F **The Commonwealth of Massachusetts**
William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

Foreign Limited Liability Company
Application for Registration
(General Laws Chapter 156C, Section 49)

Federal Identification No.: _____

(1a) The exact name of the limited liability company:

SPRINGFIELD GAMING AND REDEVELOPMENT, LLC

(1b) If different, the name under which it proposes to do business in the Commonwealth of Massachusetts:

(2) The jurisdiction where the limited liability company was organized:

STATE OF DELAWARE

(3) The date of organization in that jurisdiction: OCTOBER 8, 2012

(4) The general character of the business the limited liability company proposes to do in the Commonwealth:

OPERATION OF GAMING AND RELATED FACILITIES

(5) The business address of its principal office:

325 BERKSHIRE BOULEVARD, SUITE 200
WYOMISSING, PA. 19610

(6) The business address of its principal office in the Commonwealth, if any:

(7) The name and business address, if different from principal office location, of each manager:

None

(8) The name and business address of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds and district office of the land court.

NAME ADDRESS

(9) The name and street address of the resident agent in the Commonwealth:

GT Corporation System

155 Federal Street, Suite 700,
Boston, Massachusetts 02110

(10) The latest date of dissolution, if specified: _____

(11) Additional matters:

Signed by (by at least one authorized signatory):

GT Corporation System

resident agent of the above limited liability company; consent to my appointment as resident agent pursuant to C.L. 0156C-9-4B (or attach resident agent's consent hereto)

* Attach a certificate of existence or good standing issued by an office or agency properly authorized in home state.

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "SPRINGFIELD GAMING AND REDEVELOPMENT, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TENTH DAY OF OCTOBER, A.D. 2012.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.



5224479 8300

121116985

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

Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9907129

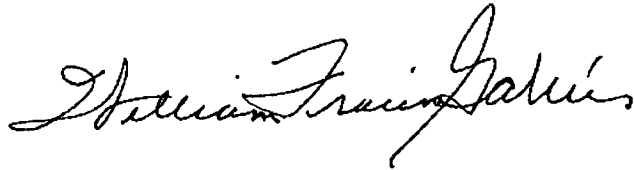
DATE: 10-10-12

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:

October 12, 2012 02:10 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, prominent initial "W".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

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.

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

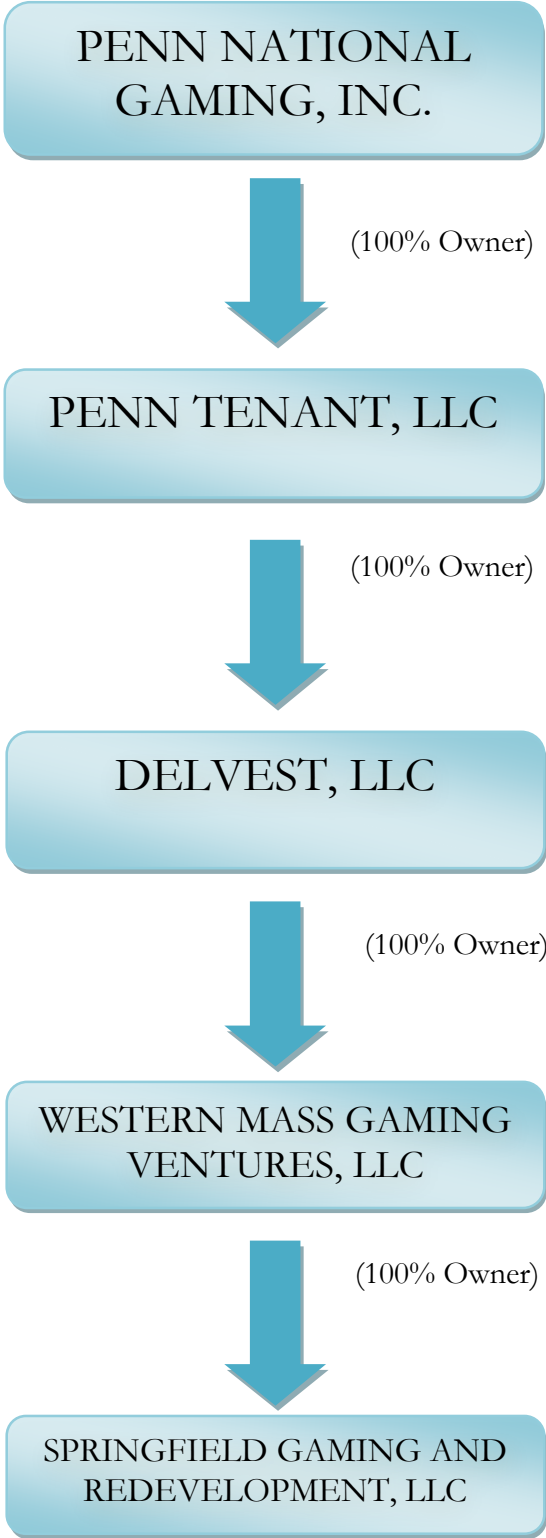


EXHIBIT 11E

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 Springfield Gaming and Redevelopment, LLC, are as follows:

<i>RACETRACK LICENSES HELD</i>							
							<i>updated 9/25/14</i>
Licensed Entity	DBA	State	Regulatory Authority	Regulatory Agency Address	Type of License	Year PNGI Acquired/ Built	License Exp. Date (Mo-Yr)
Penn Sanford, LLC (License #158)	Sanford-Orlando Kennel Club	FL	Florida Dept of Pari-Mutuel Wagering	Northwood Centre 1940 North Monroe Street Tallahassee, FL 32399	Greyhound Racing	2007	June, 2015
SOKC, LLC (License #152)	Sanford-Orlando Kennel Club	FL	Florida Dept of Pari-Mutuel Wagering	Northwood Centre 1940 North Monroe Street Tallahassee, FL 32400	Greyhound Racing	2007	June, 2015
Maryland Racing Ventures, LLC	Maryland Jockey Club (49% interest)	MD	Maryland Racing Commission	300 East Towsontown Blvd., Towson, MD 21286	Horse Race License	2010	No longer involved in project
Prince George's Racing Ventures, LLC	Rosecroft Raceway	MD	Maryland Racing Commission	300 East Towsontown Blvd., Towson, MD 21286	Horse Race License	2011	December, 2014
HC Bangor, LLC	Hollywood Slots, Hotel & Raceway	ME	Maine Harness Racing Commission	28 State House Station Augusta, Maine 04333-0028 207.287.3221	Live Racing License	2004	December, 2014
Pennwood Racing, LLC	Freehold Raceway (50% interest)	NJ	New Jersey Racing Commission	139 East Front Street 4th Floor PO Box 088 Trenton, NJ 08625	Horse Race Licenses (Atlantic City Harness, Inc. & Freehold Raceway Association)	1999	December, 2014
Pennwood Racing, LLC	Freehold Raceway (50% interest)	NJ	New Jersey Racing Commission	140 East Front Street 4th Floor PO Box 088 Trenton, NJ 08625	Off-Track Wagering License (Tom's River, NJ)	2007	December, 2014
Pennwood Racing, LLC	Freehold Raceway (50% interest)	NJ	New Jersey Racing Commission	141 East Front Street 4th Floor PO Box 088 Trenton, NJ 08625	Off-Track Wagering License (Clementon, NJ)	2014	December, 2015
Zia Park, LLC	Zia Park Racetrack and Casino	NM	Racing Commission of the State of New Mexico	4900 Alameda Boulevard NE Suite A Albuquerque, NM 87113 505.222.0700	Simulcast License	2007	December, 2014
Zia Park, LLC	Zia Park Racetrack and Casino	NM	Racing Commission of the State of New Mexico	See above	Horse Race License	2007	December, 2014
Dayton Real Estate Ventures, LLC	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	December, 2014
Youngstown Real Estate Ventures, LLC	Hollywood Gaming at Mahoning Valley Race Course	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	December, 2014
Mountainview Thoroughbred Racing Association, LLC	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	December, 2014
Penn National Turf Club, LLC	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	December, 2014

Springfield Gaming and Redevelopment, LLC – Application for License to Hold or Conduct a Racing Meeting

Houston Gaming Ventures, Inc.	Sam Houston Race Park (Houston Gaming Ventures, Inc. owns 50% and is the managing member)	TX	Texas Racing Commission	8505 Cross Park Dr. #110, Austin, TX 78754; 512-833-6699	Horse Race License	2011	No expiration date
Houston Gaming Ventures, Inc.	Valley Race Park (Houston Gaming Ventures, Inc. owns 50% and is the managing member)	TX	Texas Racing Commission	8505 Cross Park Dr. #110, Austin, TX 78754; 512-833-6699	Greyhound Racetrack	2011	No expiration date
Houston Gaming Ventures, Inc.	Laredo Race Park (Houston Gaming Ventures, Inc. owns 50% and is the managing member)	TX	Texas Racing Commission	8505 Cross Park Dr. #110, Austin, TX 78754; 512-833-6699	Horse Racetrack (inactive)	2011	July, 2015
PNGI Charles Town Gaming, LLC	Hollywood Casino at Charles Town Races	WV	West Virginia Racing Commission	900 Pennsylvania Ave., Suite 553 Charleston, WV 25302 304.558.2150	Horse Race License	1997	December, 2014
Springfield Gaming and Redevelopment, LLC	Plainridge Race Track (to be Plainridge Park Casino)	MA	MA Gaming Commission - Division of Racing	84 State Street, 10th Floor Boston, MA 02109	Harness Racing License	2014	December, 2014

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 has owned and operated the riverboat since 2005 when Penn acquired Argosy Gaming Company. Over the past nine years, Penn has 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 14

How does applicant control the real property on which the race track is located?

Fee Simple Ownership

Deed

QUITCLAIM DEED

OURWAY REALTY LLC, a Massachusetts limited liability company ("Grantor"), having an address at 181 Wells Avenue, Suite 301, Newton, MA 02549, 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 ("Grantee"), 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, insofar as the same may be in force and applicable, and to the lien of real estate taxes not yet due and payable, which such taxes Grantee, by acceptance hereof, agrees to pay.

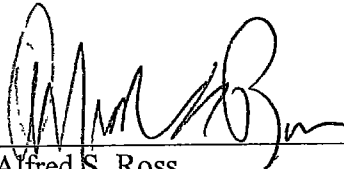
For Grantor's title, see Certificate of Title No. 157243 filed with the Norfolk County Registry District of the Land Court in Registration Book 787, Page 43.

Grantor hereby certifies that Grantor is not classified for the current taxable year as a corporation for federal income tax purposes.

[SIGNATURE PAGE FOLLOWS]

Executed under seal as the 10th day of April, 2014.

OURWAY REALTY, LLC

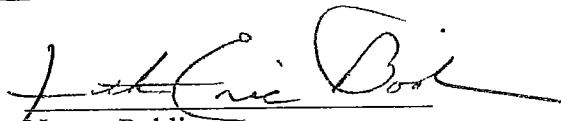
By: 
Name: Alfred S. Ross
Title: Authorized Real Property Signatory

COMMONWEALTH OF MASSACHUSETTS).

COUNTY OF Suffolk) ss.

April 10, 2014

Before me, the undersigned notary public, personally appeared the above named Alfred S. Ross, the Authorized Real Property Signatory for Ourway Realty, LLC, whose name is signed on the preceding document, and such person acknowledged to me that he 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:

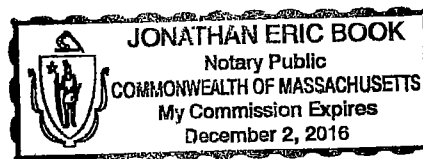


EXHIBIT A
LEGAL DESCRIPTION

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;

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;

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;

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.

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. 39077 A, 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 14A

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.

[Please see attached Exhibit 14A.](#)

**Exact Description of Property
by
Metes and Bounds
of
91+/- acres
located at
Haynes Road and Route 495
with the address
301 Washington Street
Plainville, Massachusetts**

EXHIBIT A

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 (259.90) 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 Mirimichi;

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.

Continued on Next Sheet

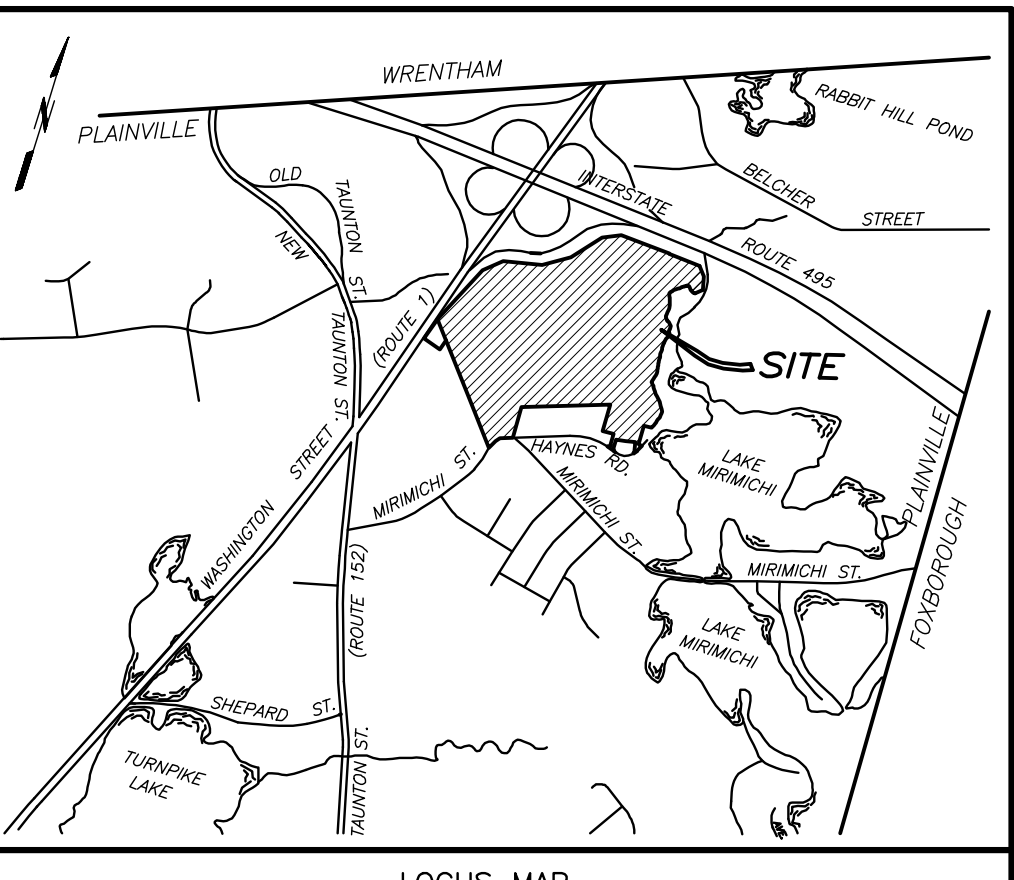
EXHIBIT A
LEGAL DESCRIPTION - CONTINUED

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 lots numbered ~~11~~-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.

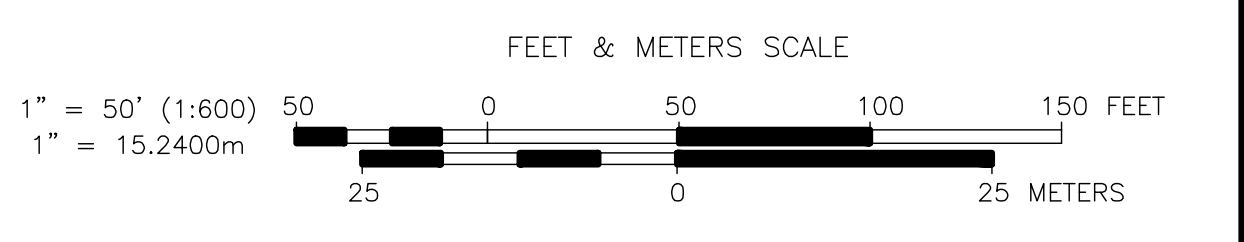
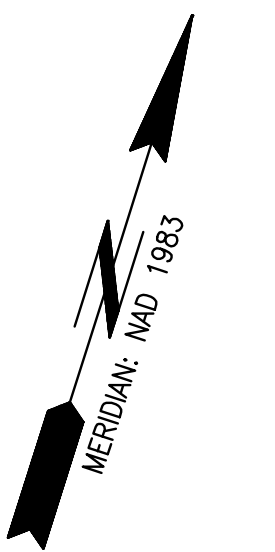
Together with the rights, if any, created by a Commonwealth of Massachusetts Taking, dated May 12, 1965, recorded with Norfolk Registry of Deeds at Book 4254, Page 076 (RTE 495).

~~Excepting therefrom a portion of the above-described premises shown as Lot 5 on Land Court Plan No. 39078A referred to above.~~

For Grantors title see Norfolk Land Registry Certificate #153591, Book 768, Page 191.



PLAINRIDGE PARK CASINO



FOR GENERAL PLAN NOTES, LEGEND, BENCHMARKS AND PROJECT PERMITS, SEE SHEET 2.0

CONSTRUCTION PLANS SITE PLANS "PLAINRIDGE PARK CASINO" IN PLAINVILLE, NORFOLK COUNTY MASSACHUSETTS

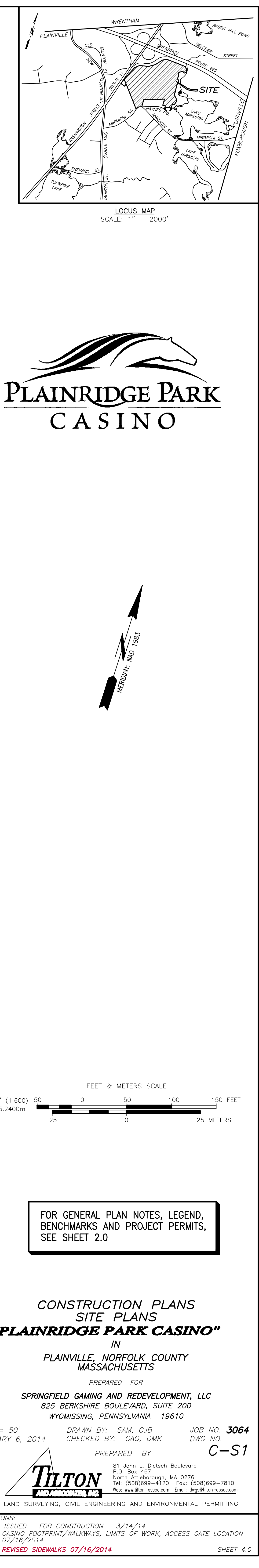
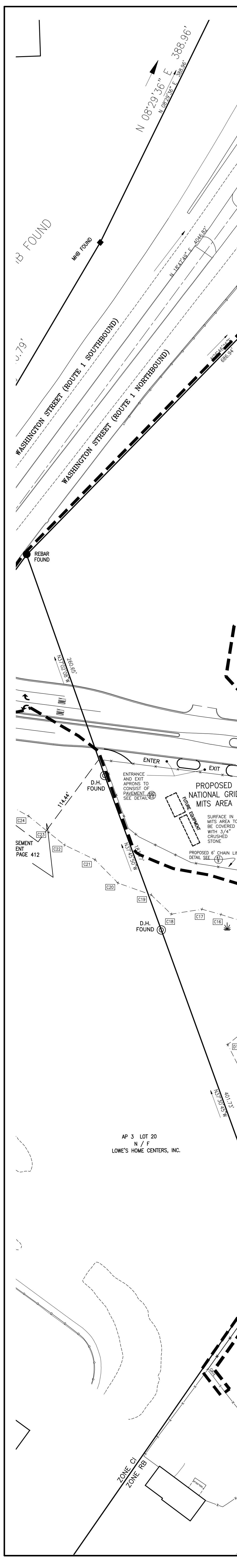
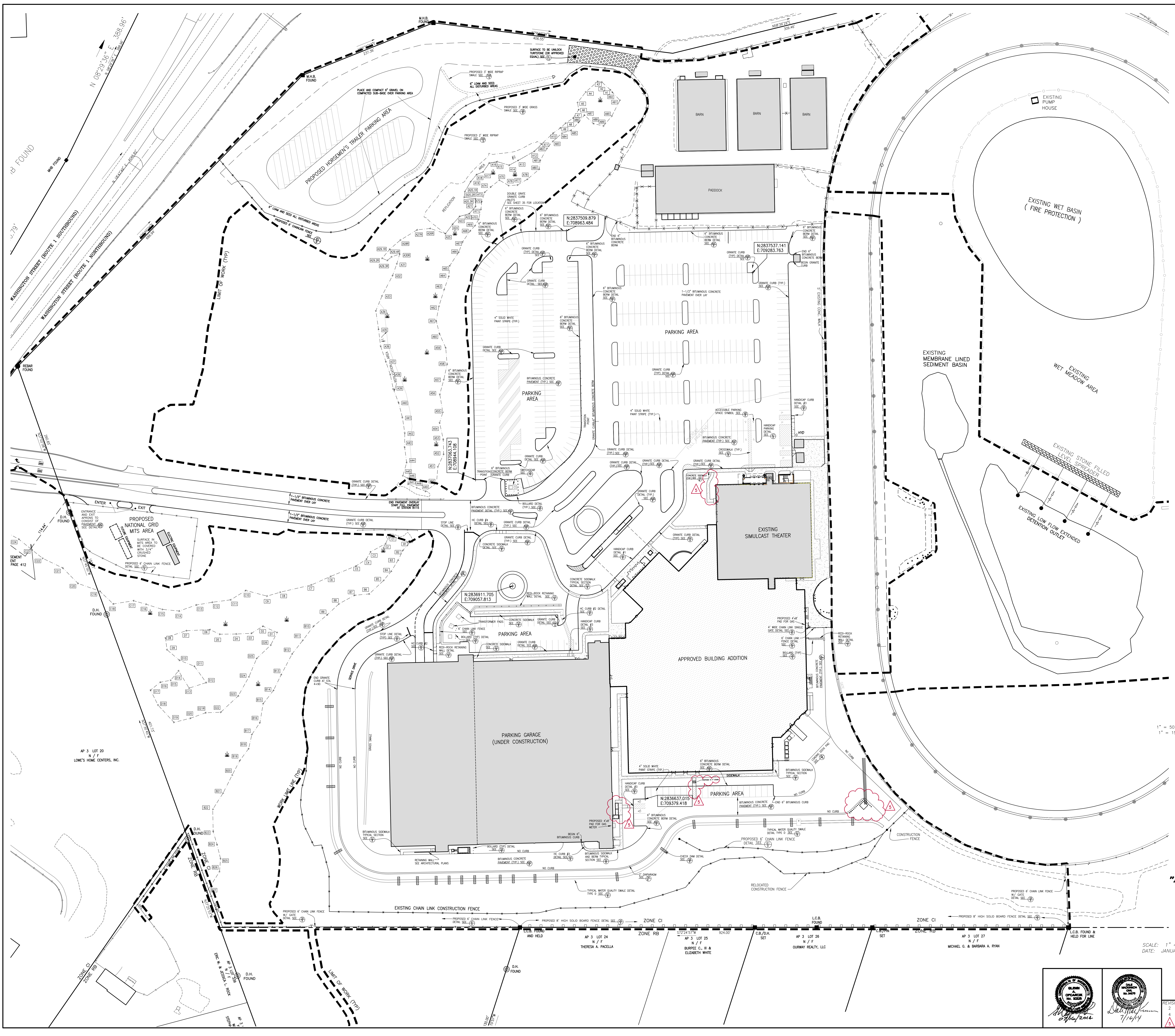
PREPARED FOR
SPRINGFIELD GAMING AND REDEVELOPMENT, LLC
825 BERKSHIRE BOULEVARD, SUITE 200
WYOMISSING, PENNSYLVANIA 19610

SCALE: 1" = 50'
DATE: JANUARY 6, 2014

DRAWN BY: SAM, CJB
CHECKED BY: GAO, DMK
JOB NO. 3064
DWG NO. C-S1

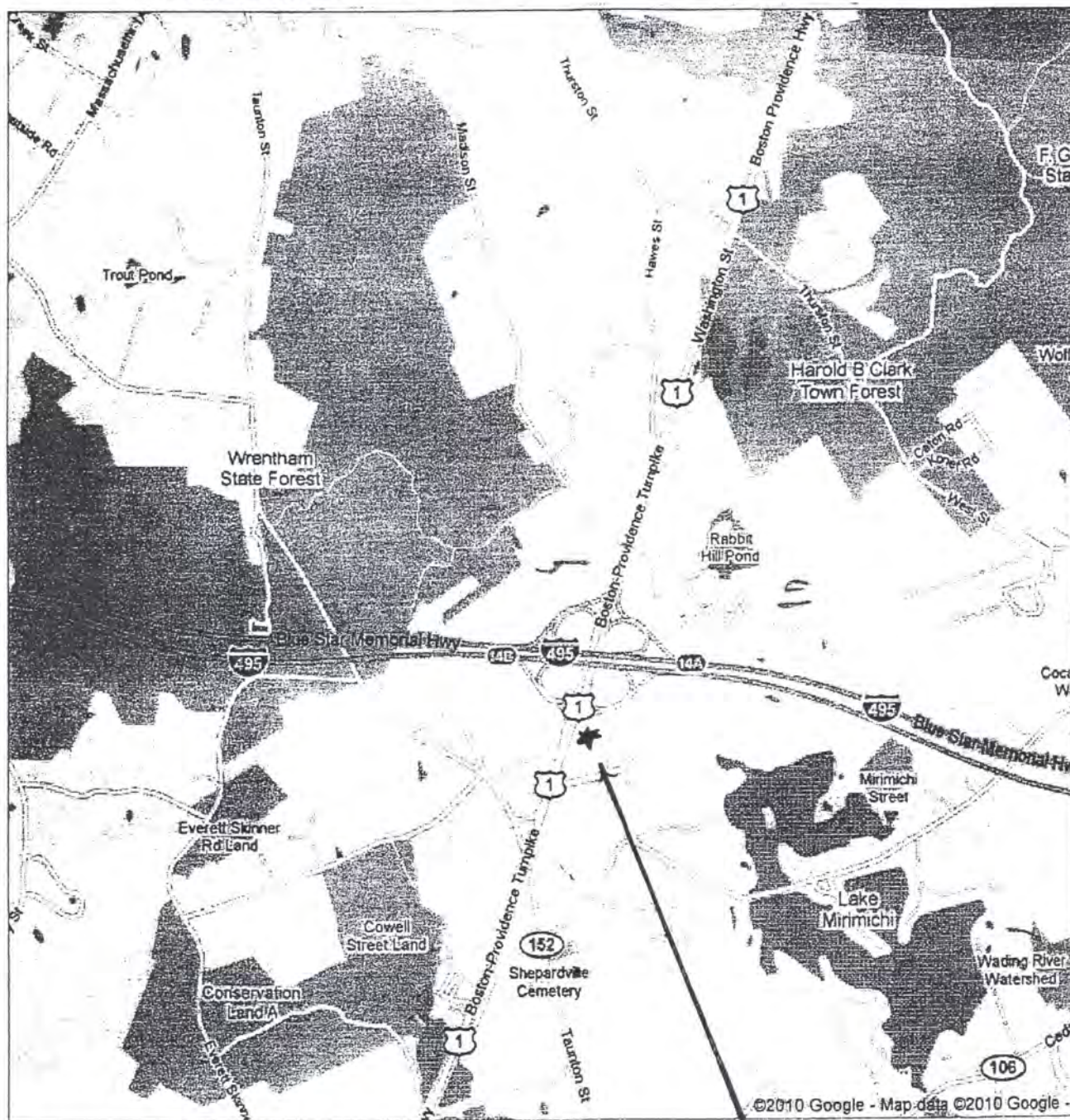
PREPARED BY
TILTON
LAND SURVEYING, CIVIL ENGINEERING AND ENVIRONMENTAL PERMITTING

REVISIONS:
2 ISSUED FOR CONSTRUCTION 3/14/14
3 CASINO FOOTPRINT/WALKWAYS, LIMITS OF WORK, ACCESS GATE LOCATION 07/16/2014
4 REVISED SIDEWALKS 07/16/2014

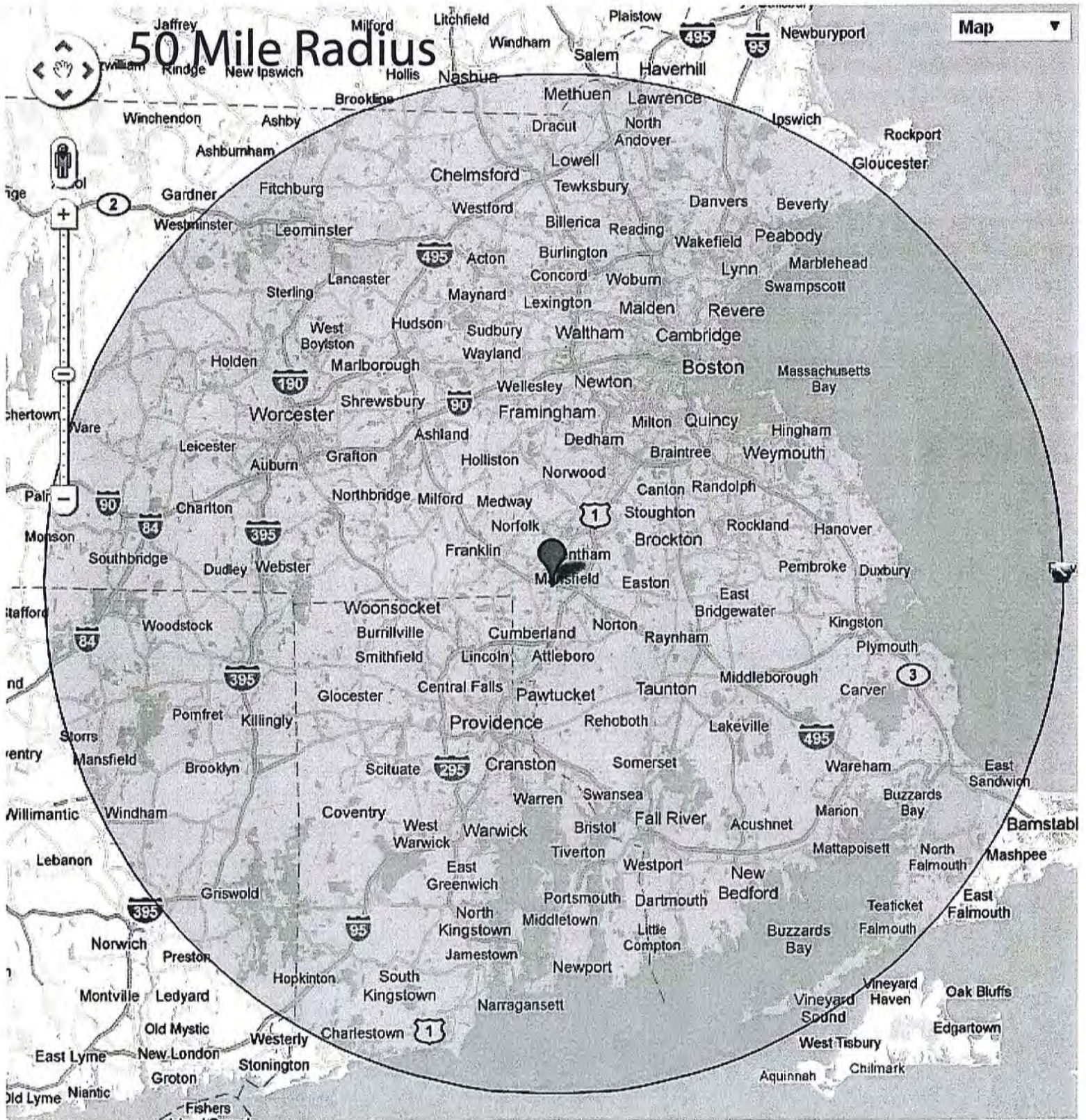


Accessibility by Highway

Plainridge Racecourse is located at the intersections of US Route 1 and Route 495



Distance from Principal Cities:
Providence, Rhode Island - 15 miles
Boston, Massachusetts - 34 miles
Worcester, Massachusetts - 38 miles



50 Mile Radius From Plainridge Racecourse

Total: 4,589,998

Town/ City Names	Population (As Of 2010)
Plainville	8,334
North Attleboro	28,712
Mansfield	23,184
Foxboro	16,865
Wrentham	10,955
Franklin	31,635
Norfolk	11,227
Walpole	24,070
Sharon	17,612
Easton	23,112
Norton	19,031
Attleboro	43,593
Millville	3,190
Bellingham	16,332
Medway	12,752
Millis	7,891
Medfield	12,024
Westwood	14,618
Norwood	28,602
Canton	21,561
Stoughton	26,962
Brockton	93,810
Bridgewater	26,563
Raynham	13,383
Seekonk	13,722
Fall River	88,857
Uxbridge	13,457
Mendon	5,839
Hopedale	5,911
Milford	27,999
Holliston	13,547
Sherborn	4,119
Dover	5,589
Dedham	24,729
Randolph	32,112
Avon	4,356
Holbrook	10,791
Abington	15,985
Whitman	14,489
Taunton	55,874
Berkley	6,411
Dighton	7,086
Rehoboth	11,608
Douglas	8,471
Northbridge	15,707
Upton	7,542
Grafton	17,765
Hopkinton	14,925
962,909	

Town/ City Names	Population (As Of 2010)
Westborough	18,272
Southborough	9,767
Ashland	16,593
Frammingham	63,318
Natick	33,006
Wellesley	2,750
Wayland	12,994
Weston	11,261
Waltham	60,632
Newton	85,146
Needham	28,886
Cambridge	105,162
Brookline	58,732
Milton	27,003
Quincy	92,271
Braintree	35,744
Weymouth	53,743
Rockland	17,489
Hanover	13,879
Pembroke	17,837
Hanson	10,209
Halifax	7,518
Middleboro	23,116
Lakeville	10,602
Freetown	8,870
Somerset	18,165
Swansea	15,865
Webster	16,767
Dudley	11,390
Southbridge	16,719
Charlton	12,981
Monson	8,560
Auburn	16,188
Leicester	10,970
Ware	9,872
Worcester	181,045
Shrewsbury	35,608
Marlborough	38,499
Holden	17,346
Hudson	19,063
Boylston	4,355
Sterling	7,808
Lancaster	8,055
Leominster	40,759
Westminster	7,277
Fitchburg	40,318
Sudbury	17,659
Maynard	10,106
565,375	

Town/ City Names	Population (As Of 2010)
Acton	21,924
Westford	21,951
Chelmsford	33,802
Malden	59,450
Lexington	31,394
Concord	17,668
Burlington	24,498
Billerica	40,243
Tewksbury	28,961
Lowell	106,519
Dracut	29,457
Methuen	47,255
Woburn	38,120
Reading	24,747
North Andover	28,352
Lawrence	76,377
Revere	51,755
Lynn	90,329
Wakefield	24,932
Danvers	26,493
Beverly	39,502
Peabody	51,251
Marblehead	19,808
Swampscott	13,787
Boston	617,594
Hingham	22,157
Duxbury	15,059
Kingston	12,629
Plymouth	56,468
Carver	11,509
Wareham	21,822
Sandwich	20,675
Acushnet	10,303
Marion	4,907
Mattapoisett	6,045
Falmouth	31,531
Glocester	28,789
New Bedford	95,072
Dartmouth	34,032
Nashua NH	86,494
Newport RI	24,672
Warren RI	10,611
Bristol RI	22,954
Warwick RI	82,672
Cranston RI	80,387
Johnston RI	28,769
Pascoag RI	15,955
Burrillville RI	15,955
2,305,636	

Town/ City Names	Population (As Of 2010)
Greenville RI	9,036
Pawtucket RI	71,148
Providence RI	178,042
Smithfield RI	19,163
Lincoln RI	21,105
Cumberland RI	33,506
Woonsocket RI	41,186
Middletown RI	16,150
Portsmouth RI	17,389
Narragansett RI	15,868
Jamestown RI	5,405
North Kingstown RI	26,486
South Kingstown RI	30,639
East Greenwich RI	13,146
Charlestown RI	7,827
Conventry RI	35,014
Griswold CT	14,607
Windham CT	26,631
Brooklyn CT	8,588
Mansfield CT	24,622
Storrs CT	9,844
Pomfret CT	4,197
Killingly CT	117,699
Woodstock CT	8,580
756,078	

Access to Railroads and Public Transportation

The MBTA Commuter Rail stops at Forge Park in Franklin, Massachusetts
 Forge Park is located 8 miles north on Route 495



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 a 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.

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 Racecourse.

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."

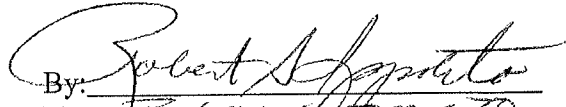
- (k) Time is of the essence under this Agreement.
- (l) Buyer and Seller each acknowledge and agree that this Agreement is a legally binding document.
- (m) This Agreement cannot be amended except as agreed to in writing by the parties.
- (n) This Agreement may not be assigned or transferred, directly 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 S. Appolito
Title: Sec/Treas of Western Mass.
Gaming Ventures 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.

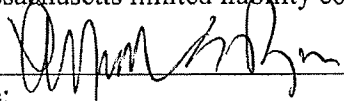
BUYER:

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

By: _____
Name:
Title:

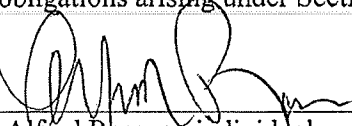
SELLER:

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.

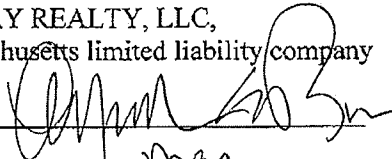
BUYER:

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

By: _____
Name:
Title:

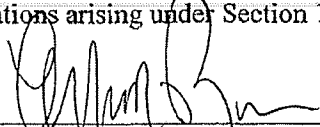
SELLER:

OURWAY REALTY, LLC,
a Massachusetts limited liability company

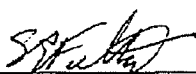
By: 
Name: _____
Title: mgr.

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.

EXHIBIT A
LEGAL DESCRIPTION

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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

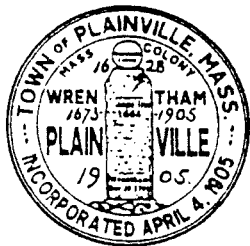
EXHIBIT 15

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:

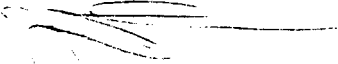
This letter is meant to inform you that on September 8, 1997, the Plainville Board of Selectmen held a public hearing on the request of Manager Acquisition Corporation to locate a harness racing facility within the Town of Plainville. That public hearing was held pursuant to the requirements of MGL Chapter 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.

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, 1999

By:

Andrea Soucy, Clerk
Plainville Board of Selectmen

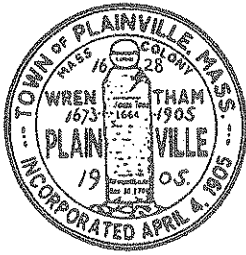
A TRUE COPY, ATTEST:

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

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, 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 SGR executed a five (5) year agreement with HHANE to take effect January 1, 2014. Attached as **Exhibit 17A** is a letter of endorsement from the HHANE regarding SGR's harness racing license application for 2015. A copy of the agreement is attached as **Exhibit 17B**.



P.O. Box 1811 ~ Plainville, MA 02762

September 23, 2014

Commissioners of the
Massachusetts Gaming Commission
84 State Street, 10th Floor
Boston, MA 02109

Dear Commissioners:

I have had the opportunity to review the planned submission for the 2015 license at Plainridge Race Course.

The Harness Horseman's Association of New England supports this application and would appreciate your approval of same.

Very truly yours,

HARNESS HORSEMAN'S ASSOCIATION
OF NEW ENGLAND

Michael Perpall
President

lds

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

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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
[Signature]

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.
[Signature] DIRECTOR
[Signature] Clerk/Sec.
[Signature]
[Signature] TREASURER
Harness Horsemen's Association of New England

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

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.

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

Attached please find insurance certificates currently in place.



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED SPRINGFIELD GAMING AND REDEVELOPMENT, LLC 825 BERKSHIRE BLVD WYOMISSING, PA 19610	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Excess Liability Layers:

Carrier: Allied World Assurance Company, Ltd.**

Policy Term: 10/01/2013 - 10/01/2014

Limit: \$50,000,000 xs \$50,000,000

Carrier: Great American Assurance Co

Policy Term: 10/01/2013- 10/01/2014

Limit: \$25,000,000 xs \$100,000,000

Carrier: Liberty Mutual Insurance Europe Limited, Policy

Carrier: XL Insurance Company Plc - Irish Branch, Policy

Policy Term: 10/01/2013- 10/01/2014

Limit: xs \$100,000,000 xs \$125,000,000 (Quota share \$50,000,000 each combined)

Carrier: Iron-Starr**

Policy Term: 10/01/2013 - 10/01/2014

Limit: \$50,000,000 xs \$225,000,000

Carrier: Chubb Atlantic Indemnity Ltd.**

Policy Term: 10/01/2013- 10/01/2014

Limit: \$25,000,000 xs \$275,000,000

Carrier: American International Reinsurance Company, Ltd. **

Policy Term: 10/01/2013 - 10/01/2014

Limit: \$125,000,000 xs \$300,000,000

* These placements were made by Bowring Marsh (London) Limited and Bowring Marsh Dublin Ltd. Marsh USA Inc. has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.

** These placements were made by Bowring Marsh (Bermuda) Limited. Marsh USA Inc. has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.

Chubb Insurance

FRONTIER

MAR 17 2014

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

VAN GUNDY AGENCY

On Track Driver/Trainer Accident Insurance Application

Certificate No. 64779457-835

Named Insured/Track: PLAINRIDGE RACECOURSE

Mailing Address: 301 Washington, Plainville, MA 02762

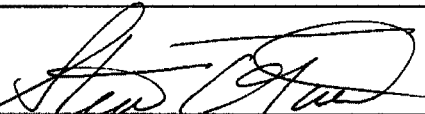
Contact Person: Jacques Arragon, Penn National Gaming, VP - Risk Management
ph: 610:401-2934, email: jacques.arragon@pngaming.com

1ST MEET: Coverage Effective 12:01am: 3/30/2014 Expires 12:01am: 12/14/2014

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



X

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

PREMIUM CALCULATION

FIRST MEET

~~3/30/14~~ - 12/14/14

1. Race Program Rate	\$331.00
Times number of programs	100
Equals premium for programs	\$33,100.00
2. Training Day Rate	\$166.00
Times number of days	157
Equals premium for days	\$26,062.00
First Meet TOTAL PREMIUM:	\$59,162.00

Payment Plan due in 4 Installments:

¼ DUE: with Application and on

5/1/14, 7/15/14 & 10/15/14 \$14,790.50

Make check payable to and mail with application to VAN GUNDY INSURANCE

Check Amount Enclosed: \$3,100.00 Check #: 294 Date: 3/13/14

EXHIBIT 19

Submit as Exhibit 19 the following information:

(a) Grandstand: Simulcast 2nd floor / VIP Rooms

(1) Seating capacity – Under Renovation

Box Seats – 158 Carrel Seating

Reserved Seats – 32 VIP

General Admission - 1097

Total seating capacity - 1287

(2) Is Grandstand enclosed - YES

(3) Is Grandstand heated - YES

(4) Is any portion of Grandstand Air Conditioned - YES

(5) Type of construction of Grandstand

Steel superstructure with glass façade facing the racetrack. Concrete floors. Masonry side and rear walls.

(6) Ground area covered by the Grandstand / Simulcast

26,000 Square Feet

(b) Club House

(1) Seating Capacity

Box Seats

Reserved Seats

General Admission - 688

Total seating capacity - 688

(2) Is Club House enclosed - YES

(3) Is Club House heated - YES

(4) Is any portion of the Club House air conditioned - YES

(5) Type of construction of Club House

Steel superstructure with glass façade facing the racetrack. Concrete floors, masonry side and rear walls.

(6) Ground area covered by the Club House

13,000 Square Feet

(c) Bleachers

(1) Seating Capacity - 40

(2) Type of construction of Bleachers - Aluminum

(3) Ground area covered by the Bleachers - 40 x 40

(d) Parking Space

(1) Area - 8 Acres

(2) Automobile capacity – Open Lot 500+, Parking Garage 1080

(3) Is parking area lighted - YES

(4) Is parking area treated - and if so how - Asphalt

(5) Is parking area numbered - NO

(6) Is charge made for parking, if so how much - NO

(7) Are the parking area and walkways cleared of snow and ice - YES

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

Grandstand: -

Club House: - 41 Post Renovations / 10 WinLine

Simulcast: -

Other Locations: -

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

Grandstand: Men 2 Women 2

Club House: Men 2 Women 2

Simulcast: Men 1 Women 1

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

Public Sewer System

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

Free water will be available all service stations per code

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. (a) - (h)

The Plainridge Racecourse daily security plan is a result of initial consultation by and between Chief Edward M. Merrick, Jr. of the Plainville Police Department, Chief Edwin H. Harrop, Sr. of the Plainville Fire Department and Plainridge Racecourse Director of Security, Frank J. Trabucco, the former Massachusetts State Police Colonel and Commissioner of Public Safety. Current Police Chief James Alfred and Fire Chief Justin Alexander are informed of the daily security plan and take an active role in security measures with the Director of Security.

All traffic and safety functions within the track roads and inside the facility are performed by a detail of Town of Plainville Police Officers. The officers assigned are regular full time Police Officers that are paid the prevailing detail rate. The number of officers assigned is determined after consultation between the General Manager and the Plainville Police and Fire Chiefs at the beginning of each live racing season. At the present time, uniformed Police Officers are assigned for live racing and special events. At all other times, there is [REDACTED] Police Officer on duty during operating hours. In addition, a fully equipped ambulance and two (2) Firefighters with EMT training and experience is assigned when live racing is conducted, to perform emergency first aid or any first responder duties that may be required throughout the entire facility. Firefighters assigned are EMT certified and are paid the prevailing detail rate. Plainridge is located approximately one-quarter mile off US Route One in Plainville, Massachusetts. There have been no traffic problems within the track's roadways or on US Route One as a result of racing operations. On a daily basis there is no need for traffic control on or around the premises. On high volume days resulting from special events including the Kentucky Derby, Breeders Cup, etc., an extra Plainville Police Officer may be assigned and a Plainville Motorcycle Officer is also available to assist.

The Massachusetts Gaming Commission/Racing Division State Police Unit provides enforcement as part of its onsite functions. There is [REDACTED] onsite State Police Officer and an ongoing presence on the premises. The State Police Unit performs their duties in a confidential manner; however, the unit works harmoniously with track security and the Director of Security in assuring undesirable persons are not allowed at the facility. In 2009, the closed circuit surveillance system was made available to the unit to further aid their efforts. The surveillance system is used as a tool for identifying any and all illegal activity inside and outside the facility, including parking lots. [REDACTED]

[REDACTED] Trained and experienced tote system personnel are qualified and tasked with the maintenance and operation of the onsite tote systems. These measures will be integrated with casino procedures during the 2015 season and submitted to the commission.

EXHIBIT 21

Submit as Exhibit 21, a description of the following:

- (a) Size of Track - 5/8ths – Five Eights of a Mile**
- (b) Number of Chutes – N/A**
- (c) Number of Stables – 6**
- (d) Number of Stalls – 166**
- (e) Number of Tack Rooms – 24**
- (f) Number of Tack Rooms Heated – 0**
- (g) Number of Shower baths in stable area - 12 Horse, 2 Men, 1 Women**
- (h) Toilet facilities in stable area -1 Men, 1 Women**
- (i) Fire protection in stable area including:**

Number of sprinklers

376 heads. 36 per stable, 160 in paddock area

Number of fire alarm boxes – 1

Other fire protective measures in stable area:

The Paddock Barn and Stable Area has a full fire suppression system including, hard wired (battery back-up) smoke alarms, heat detectors, fire extinguishers and a full sprinkler system.

- (j) a detailed statement of measures which will be employed in the policing of the stable area.**

The Plainridge Stable Area is located on the north side of the property at the end of the public parking area. Six foot chain link fencing surrounds the area. In addition to the Main Entry gate, where the Security Office is located, there are four (4) other gates that would allow entry to the Stable Area. Those additional gates are always kept closed and locked with entry permitted by Security Staff or the Track Superintendent only. The additional gates are located as follows:

- 1) Paddock entry on the east side of the paddock barn on the trackside rear of the public parking area.
- 2) Gates between the stabling barns and the paddock barn entered from the track.
- 3) The gate entry to the track maintenance area located at the rear of stabling barn #6.
- 4) A gate located for entry to the racetrack backstretch from the rear of the track maintenance area.

All of the above locations are kept locked with the exception of the gates between the stabling barns and the paddock barn. Those gates are used for entry to the racetrack and are locked down appropriately during a live performance. On non-racing days the stabling and paddock barn entrances to the track are open during designated training hours. On live race days access to the racetrack is restricted beginning two (2) hours before first race post time. At all times entry to the Stable Area and Paddock Barn must be through the Main Entry gate. All keys to the entryways are under the control of the Security Staff and/or the Track Superintendent.

To access the Stable Area it is necessary to have a license badge issued by the Massachusetts Gaming Commission – Racing Division. Otherwise an individual must be approved for entrance as a visitor and signed in through the Security Office. One (1) Security Officer is assigned to the state testing area during live racing and logs all entrance and exit activity.

The Stable Area is secured by [REDACTED] Security Officer [REDACTED] during live racing and at all other times [REDACTED] Security Officer [REDACTED] is on duty twenty-four (24) hours per day. The Security Officers assigned are members of the Plainridge Security Staff and do not have police powers.

The Security Staff reports to the Director of Security.

Please note: A new main entrance to the Stable Area is under construction and will be in use at some point in 2015. The new main entrance will be at the end of a new horsemen's entrance road that will also have a new horsemen's trailer parking lot. The only change to the above security plans will be the new placement of the main entrance gate. The current main entrance gate will remain as an emergency only entrance to the Stable Area.

(k) Recreation room – 440 square feet

(l) Track Kitchen, including seating capacity – none

(m) Size of jockey or driver's room and equipment available including number of shower baths, toilets, hotboxes, etc. – 400-square-foot Drivers Lounge with adjoining men's and women's rooms. Men's room is equipped with two (2) showers, two (2) enclosed toilets, two (2) urinals and hand washing sink. The women's room is equipped with a shower, toilet, hand washing sink and lockers.

(n) List of other accommodations, facilities or services in stable area. – Daily house cleaning, trash and manure removal, vending, coffee machine, compressed air, CCTV

(o) List any other accommodations, facilities or services for the benefit of the patrons attending.

- Free Parking
- Free Admission
- Touch Screen Replay System
- Touch Screen Results System
- Group Packages
- Dedicated Races
- Telephone Account Wagering
- Mass State Lottery
- Private VIP Rooms
- Banquet Room
- Upscale Mini- Teletheater
- Website

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

2014 United Tote – Contract expires 12/31/2014

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 # 1LNHM82W42Y656435

2003 Installation by Howard Starting Gates

Purchased 2003

Mileage 62898

1991 Cadillac Brougham

Vin# 1G6DW5477MR715141

Howard Starting Gate

2014-transferred service from Raceway Park

Mileage 117698

(c) Photo Finish Camera

LYNX

Purchased 12/31/2003 from Progressive Communications

(d) Film Patrol

Video/Audio Control

Purchased 12/31/2003 from Progressive Communications

In negotiations with International Sound for 2015

(e) Timing Devices

American Teletimer Corp.

Contract expires 6/11/2015

In negotiations with International for 2015

(f) Inter-communication system

Lucent Technologies

Purchased 3/1/1999

(g) Public Address System

Purchased 12/31/2003 from Progressive Communications

In negotiations with International Sound for 2015

(h) Closed Circuit Television System

Purchased 12/31/2003 from Progressive Communications

In negotiations with International Sound for 2015

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

EXHIBIT 23

Submit as Exhibit 23

- (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.**

Springfield Gaming and Redevelopment, LLC will utilize the core policies and procedures of its ultimate parent company, Penn National Gaming, Inc. (“Penn”). Please see the following exhibits:

- 23A Penn core section of employee handbook
- 23B -1-Penn Code of Business Conduct
- 23B -2-Plainridge Park Casino *Draft* Responsible Gaming Program
 - Plainridge Racecourse Responsible Gambling Program
 - 3-Plainridge Racecourse SOX policies and procedures
 - 4-Plainridge Racecourse Racing Handbook
- 23C -Penn Audit and Compliance committee charters and committee members

Penn National Gaming, Inc. & Subsidiaries

Employee Guidance Manual

Employee Acknowledgement Form

Revision date: 2/1/2011

In the event that an employee has an employment contract or a labor agreement and there is a difference between the terms/conditions of the employment contract or labor agreement and this manual, the terms/conditions of the employment contract or labor agreement shall prevail.

The employee manual describes important information about Penn National Gaming ("PNG") and its subsidiaries. I understand that I should consult my supervisor or local Human Resources department if I have any questions that are not answered in the manual.

I understand and acknowledge that there is no specified length to my employment and that my employment is at will. I understand and acknowledge that "at will" means that I may end my employment at any time, with or without cause or advance notice. I also understand and acknowledge that "at will" means that the Company may end my employment at any time, with or without cause or advance notice, as long as they do not violate applicable laws or existing contracts.

I understand and acknowledge that there may be changes to the information, policies, and benefits described in the manual. I understand that the Company may add new policies to the manual as well as replace, change, or cancel existing policies. I understand that I will be informed about any manual changes and I understand that manual changes can only be authorized by the Corporate Human Resources department.

I understand and acknowledge that this manual is not a contract of employment. I have received the manual and I understand that it is my responsibility to read and follow the policies contained in this manual and any changes made to it.

EMPLOYEE'S NAME (printed): _____

EMPLOYEE'S SIGNATURE: _____

DATE: _____

PROPERTY: _____

Please sign, date and return this form to Human Resources.

Penn National Gaming, Inc. & Subsidiaries

Employee Guidance Manual

Core Policies Table of Contents

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320 401(k) Savings Plan	1/1/1999	2/1/2011
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Penn National Gaming, Inc. & Subsidiaries

Employee Guidance Manual

CEO Welcome Message

Penn National Gaming is one of the most dynamic companies in the industry. Some of you have been part of the company for years, and many of you are new to our ranks. I know you'll find our company an exciting and rewarding place to work and we look forward to a productive and successful association. We consider the employees of Penn National Gaming to be one of our most valuable resources. This manual has been written to serve as the guide for the employer/employee relationship.

This manual describes important policies that are applicable to all PNG subsidiaries (core policies) and our local property policies. It provides essential information that will help guide you throughout your employment. The manual also outlines many of the programs and benefits available to eligible employees.

The manual will answer many questions you may have about your employment. We suggest that you become familiar with the content of the manual as soon as possible, but please bring questions to your local Human Resources department.

We hope that your experience here will be challenging, enjoyable, and rewarding.

Again, welcome!

Sincerely,

Peter M. Carlino

Peter M. Carlino
Chairman/CEO

Penn National Gaming, Inc. & Subsidiaries

Employee Guidance Manual

Company Overview

Effective Date: 1/1/1999

Revision Date: 2/1/2011

The Company

Penn National Gaming, Inc. is a diversified gaming and pari-mutuel company. We own, operate and manage gaming and racing properties in sixteen states and in Canada. We have grown from 1,600 employees in 1998 to nearly 15,000 today. We are the 3rd largest public gaming company in the U.S and we are headquartered in Wyomissing, PA.

Our properties:

Argosy Casino Alton – This casino sits on the banks of the Mississippi River. Although its address is in Illinois, the property also serves the greater St. Louis region. The casino was the first in the region to open its doors and now offers 1,102 slots and 18 table games, a comfortable environment and frequent live headline entertainment.

Argosy Casino Riverside – The skyline of Kansas City, Missouri is the backdrop for a property which one reporter called, “the first truly themed casino in the Midwest.” Amid hand-made Moroccan tile and intricate terrazzo floors, the 56,400 square-foot single-level casino brings to life a Mediterranean village. The casino houses over 1,900 slots and 39 table games, and the property offers a 258-room luxury hotel and spa, state of the art fitness center and an entertainment facility featuring five food and beverage areas.

Argosy Casino Sioux City – Sioux City’s premier casino is nestled in the historic Missouri River Valley of Iowa. The casino offers 20,500 square feet of round-the-clock gaming action, with 702 slots and 19 table games. Great food and live entertainment extends the fun.

Beulah Park – located approximately seven miles south of Columbus, Ohio features live thoroughbred racing from October to May as well as simulcast wagering from several tracks nationwide. The Park includes a grandstand, outdoor paddock, a clubhouse lounge and four dining options.

Boomtown Biloxi Casino – A Western-themed property located on the Mississippi Gulf Coast with 1,220 slots and 25 table games, Boomtown has long been a favorite with locals and visitors, gaining a reputation for value, great food, friendly employees and a good time.

Bullwhackers Casino – Nestled in the Rocky Mountains in the picturesque former mining town of Black Hawk, Colorado, Bullwhackers Casino is one of our smallest gaming properties, as well as the highest.

Hollywood Casino Aurora – Step through the doors and enter Chicagoland’s beautiful Hollywood themed casino. Located southwest of downtown Chicago, there are 1,172 hot slots and 23 table games, great Hollywood memorabilia and outstanding food including Fairbanks Steakhouse and the Epic Buffet.

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Hollywood Casino Baton Rouge – Located across the street from the state capitol on the banks of the Mississippi River in downtown Baton Rouge, Louisiana, Hollywood Casino Baton Rouge offers 1,175 slots and 23 table games. The casino features convenient ground parking, tasty cuisine from The Steakhouse and Epic Buffet, and live entertainment in Studio Seven Lounge every weekend.

Hollywood Casino, Bay St. Louis – Located between New Orleans and Biloxi in the quaint coastal town of Bay St. Louis, this full-service 291 room resort features 57,000 square feet of gaming space with 1,250 slots, 22 table games and 6 poker tables. There are four restaurants including Bogart's Steakhouse and The Epic Buffet, over 14,000 square feet of meeting space, an 18-hole championship golf course designed by Arnold Palmer, a 100-site RV Park, and headliner entertainment.

Hollywood Casino at Charles Town Races – Strategically located in northeastern West Virginia near the Virginia and Maryland borders, the facility serves Washington, D.C. and Baltimore, Maryland with more than 5,000 slot machines, 85 table games and a 27 table poker room. Home of the famous West Virginia Breeders' Classic, the property also offers the thrill of live thoroughbred racing year-round. As Penn National's first casino-style gaming operation, this flagship property has grown through repeated expansions and reinvestments to become one of the Company's top gaming revenue generators.

Hollywood Casino Joliet – Located in the Chicago suburb of Joliet, the region's first casino offers a new pavilion featuring five-star dining in the Final Cut Steakhouse, Epic Buffet, and the Hollywood Stadium Sports Bar overlooking the pavilion. The newly renovated casino has 50,000 square foot of gaming space with the newest and most popular slots, thrilling table games including a Celebrity Pit, and live poker. Glitz and glamour is what attracts guests to Hollywood Casino Joliet, but it's the STARS-focused team of Cast Members that keeps them coming back again and again!

Hollywood Casino Lawrenceburg – Just minutes from Cincinnati in Lawrenceburg, Indiana, this Hollywood-themed casino riverboat has 150,000 square feet of gaming space on two levels. Remodeled in 2009 the property features over 3,200 slots and 88 tables games, four full service restaurants plus a 295 room hotel and spacious meeting and special event areas.

Hollywood Casino at Penn National Race Course – Located near Harrisburg in Grantville, Pennsylvania, Hollywood Casino at Penn National Race Course continues to build upon its rich history and tradition that has made it a major force in the sports and entertainment market in Central Pennsylvania. The 365,000 square foot facility features over 2,300 slot machines, 58 table games, turf racing on a nationally-acclaimed seven-furlong course and a wide variety of dining options from casual snacks to fine gourmet meals. For added excitement HCPNRC simulcasts the nation's best racing seven days a week and operates four off-track wagering operations in the state.

Hollywood Casino Perryville – "The First Casino in Maryland" is located less than ½ mile off I-95 just 30 minutes Northeast of Baltimore and 20 minutes from the Delaware and Pennsylvania borders. The property opened its doors in September 2010 with 1,500 of the latest slot machines, 1,600 parking spaces, a 150 seat Epic Buffet, Extras Grill and Rodeo Drive Gift Shop.

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Hollywood Slots Hotel and Raceway – Located near historic Bass Park in Bangor, Maine, the facility features 30,000 square feet of gaming space with 1,000 slot machines and a 152-room hotel and two restaurants. Adjacent to the property is Bangor Historic Track, which has hosted harness racing meets since 1893.

Hollywood Casino Tunica – Just 36 miles south of Memphis, Hollywood Casino Tunica offers 54,000 square feet of gaming space, including 1,275 slot machines, more than 25 gaming tables and a 494-room hotel. The casino is designed to look like a movie sound stage, with dramatic Hollywood memorabilia everywhere. Guests can enjoy three award-winning restaurants, lounge by the resort's indoor pool or play the River Bend Links golf course. From cotton fields to nine major casinos, Hollywood Tunica has been part of the transformation of one of the poorest counties in the country to thousands of jobs and economic growth for the state of Mississippi.

Raceway Park – Located less than 1 mile from the Ohio/Michigan border, this 5/8th mile harness track has been a landmark in Toledo for over 50 years. Raceway Park offers full-card simulcasting 7 days a week and live harness racing April through September.

Sanford-Orlando Kennel Club – A ¼ mile greyhound facility located in Longwood, Florida – this facility conducts year-round greyhound racing and horse racing simulcasts. The facility has a capacity for 6,500 patrons, with seating for 4,000 and surface parking for 2,500 vehicles.

Zia Park and Black Gold Casino – Located in Hobbs, in eastern New Mexico, Zia Park is an integrated thoroughbred and quarterhorse racetrack and gaming facility. Zia Park and Black Gold Casino features approximately 750 slot machines as well as the Black Gold Buffet, Black Gold Steakhouse and the State Line Showroom and Bar.

OTHER PENN NATIONAL GAMING OPERATIONS:

Casino Rama – Penn National operates this casino resort located about 90 minutes north of Toronto for the Ontario Lottery and Gaming Corporation. As Ontario's only First Nations tribal casino, this property offers over 2,400 slot machines, 110 table games, nine restaurants, a 5,000-seat world-class entertainment center and a 300-room all-suite hotel. Casino Rama is a full resort experience, beautifully themed throughout with a motif that recognizes the long history of the area's indigenous peoples. It has been named as "Favorite Casino" by the Toronto Sun readers every year since it opened.

OUR TRADITION OF LIVE RACING

The roots, and name, of Penn National Gaming trace to a racetrack in Grantville, PA. Starting with Penn National Race Course, the company has now grown into not only one of the nation's top gaming companies, but the largest owner of pari-mutuel facilities in North America.

Penn National Gaming has full or joint venture ownership in 10 racetracks, including Thoroughbred Racing at Beulah Park (Grove City, OH), Black Gold Casino at Zia Park (Hobbs, NM), Hollywood Casino at Penn National Race Course, Hollywood Casino at Charles Town Slots (Charles Town, WV), Laurel Park (Laurel, MD), and Pimlico Race Course (Baltimore, MD). Standardbred Racing is conducted at Freehold Raceway (Freehold, NJ), Hollywood Slots, Hotel

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& Raceway (Bangor, ME) and Raceway Park (Toledo, OH.) Sanford Orlando Kennel Club (Longwood, FL) hosts Greyhound Racing. In addition to live racing, year round simulcasting from racetracks around the country, and the world, are offered at all of these facilities.

In addition, Penn National operates six Off-Track Wagering facilities: four in Pennsylvania, one in New Jersey and one at our property in Bangor, ME. Penn National Gaming also operates EbetUSA, a full-service Internet Wagering site and TeleBet, a telephone wagering operation.

Major Races & Events

Offering quality race meets and presenting marquee races is the mission for Penn National Gaming's racing division. Penn Gaming racetracks host Triple Crown events for both Thoroughbreds (the \$1 million Preakness at Pimlico Race Course) and Standardbreds (the \$300,000 Cane Pace at Freehold Raceway.) The \$1 million Charles Town Classic is one of the richest races of the year on the national Thoroughbred racing calendar while Zia Park is host track for the richest state-bred Championship Day in the United States – the \$2 million New Mexico Breeder's Championships.

The Future

Currently Penn has three casino properties under construction: Hollywood Columbus, Hollywood Toledo and Hollywood Kansas Speedway. Penn National Gaming plans to continue to seek sensible growth opportunities in the gaming and entertainment industries that add shareholder value

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Introductory Statement

Effective Date: 1/1/1999

Revision Date: 2/1/2011

This manual will give you important information about working at a Penn National Gaming, Inc., subsidiary and will serve as a reference for current employees and a training tool for new employees. We expect you to become familiar with all policies and to use them in the efficient performance of your duties. Please note that the language of the manual is not intended to create a contract between the Company and its employees.

This manual cannot cover every situation or answer every question about policies and benefits. Should you have questions about any policy, please contact your supervisor or your human resources department.

In addition, we may need to change the manual at times. Company management reserves the right to add new policies, change policies, or cancel policies at any time. If we make changes to the manual, we will inform you of the changes.

Employment-at-will allows you to end your employment at any time for any reason; we may likewise end the relationship at any time, with or without cause.

In the event that an employee has an employment or union contract and there is a discrepancy between the terms/conditions of the employment or union contract and this manual, the terms/conditions of the employment or union contract shall prevail. Additionally, should there be any difference between this manual and any benefit plan, summary plan description (SPD), insurance contract, etc., the latter documents shall prevail. In the event of any discrepancy between the core policies and the local policies, the terms of the local policies shall prevail.

NOTE: Whenever a reference is made to the “manual,” it should be understood to include this PNG Employee Guidance Manual and the attached local policies.

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100 Guest Relations

Effective Date: 1/1/1999

Revision Date: 2/1/2011

Our guests are very important to us. Every employee represents the Company to our guests and the public. One of our highest priorities is to help any guest so nothing is more important than being courteous, friendly, prompt, and helpful to guests. This is evidenced by our overall commitment to our Red Carpet Customer Service program.

To support this philosophy, all employees receive special training on how to treat our customers like **STARS**. The STARS customer service model is:

Smile, **S**peak First and Call them by Name

Take Responsibility from Start to Finish

Anticipate Their Needs

Recover with Style (when necessary)

Send Them Home with a Smile and Invite them back

Consistency is essential for this program's success; therefore, all employees must demonstrate these behaviors at all times. The program supports an excellent working environment by encompassing not only guests but internal employee service which applies to all positions.

Retaining guests is essential to the success of our business and Red Carpet Customer Service keeps our customers coming back. We go above customer courtesy and create a star experience like no other for all of our guests. It is your responsibility to apply Red Carpet Customer Service in every interaction with each guest and fellow co-workers.

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102 Employee Relations

Effective Date: 1/1/1999

Revision Date: 2/1/2011

We believe that the work conditions, wages, and benefits we offer to employees are competitive with those offered by other employers in your area and in this industry. If employees have concerns about work conditions or compensation, they are encouraged to express these concerns openly and directly to their supervisors.

Our experience has shown that when employees deal openly and directly with supervisors, communications can be clear, and morale can be positive. We believe that we show our commitment to employees by responding effectively to employee concerns.

As some employees at PNG properties have already chosen third party representation, we uphold our commitment to retaining positive relationships with all existing bargaining units. If and when other employees examine the option of union representation, however, we encourage careful consideration of such related issues as: regular deductions from paychecks for union dues, the potential for outside interference with supervisory relationships, and the commitment to comply with directions from unions.

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103 Federal Compliance

Effective Date: 1/1/1999

Revision Date: 5/1/2006

Equal Employment Opportunity

To give equal employment and advancement opportunities to all employees and applicants, the Company makes employment decisions based on each person's performance, qualifications, and abilities. We do not discriminate in employment opportunities or practices on the basis of race, color, religion, gender, national origin, age, disability, or any other characteristic protected by law.

The Company will make reasonable accommodations for qualified individuals with known disabilities unless making the reasonable accommodation would result in an undue hardship to the property.

This Equal Employment Opportunity policy covers all employment practices, including selection, job assignment, compensation, discipline, separation of employment, and access to benefits and training.

If you have a question about any type of discrimination at work, please promptly notify your immediate supervisor or your Human Resources Department. You will not be punished for asking questions about this. If we determine that anyone was illegally discriminating, that person will be subject to disciplinary action, up to and including separation of employment.

Immigration Law Compliance

The Company is committed to employing only people who are United States citizens or who are aliens legally authorized to work in the United States.

Because we comply with the Immigration Reform and Control Act of 1986, every new employee is required to complete the Employment Eligibility Verification Form I-9 and show documents that prove identity and employment eligibility.

If you leave and are rehired, you must complete another Form I-9 if the previous I-9 is more than three years old, or if the original I-9 is not accurate anymore, or if we no longer have the original I-9.

If you have questions or want information on the immigration laws, contact your Human Resources Department. If you ask questions or want to complain about the immigration law, you will not be punished in any way.

Disability Accommodation

The Company is committed to complying fully with the Americans with Disabilities Act ("ADA"). We are also committed to ensuring equal opportunity in employment for qualified persons with disabilities. We conduct all our employment practices and activities on a non-discriminatory basis.

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Our hiring procedures provide meaningful employment opportunities for persons with disabilities. We only make pre-employment inquiries regarding an applicant's ability to perform the duties of the job.

Reasonable accommodation is available to an employee with a disability when the disability affects the performance of essential job functions. We make our employment decisions based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as job assignments, classifications, organizational structures, position descriptions, lines of progression, and seniority lists. We make leaves of absence available to all employees on an equal basis in accordance with applicable federal and state laws.

The Company is also committed to not discriminating against any qualified employee or applicant because the person is related to or associated with a person with a disability. The Company follows any state or local law that gives more protection to a person with a disability than the ADA gives.

The Company is committed to taking all other actions that are necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and any other applicable federal, state, and local laws.

Illnesses in the Workplace

Employees with life-threatening illnesses, communicable or contagious illnesses, often wish to continue their normal lives, including work, to the degree that they can. The Company wants to help these employees to work as long as they continue meeting acceptable performance standards.

As in the case of other disabilities, our Company will make reasonable accommodations in accordance with all legal requirements to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs.

Medical information on any employee is confidential. The Company will take reasonable precautions to protect medical information from inappropriate disclosure. Managers and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing medical information is subject to disciplinary action, up to and including separation of employment.

If you have questions or concerns about life-threatening illnesses, you should contact your Human Resources Department or your Employee Assistance Program, if applicable, for information and referral to appropriate services and resources.

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104 Code of Business Conduct

Effective Date: 1/1/1999

Revision Date: 2/1/2011

INTRODUCTION

The reputation and integrity of Penn National Gaming, Inc. and its subsidiaries (the “Company”) are valuable assets that are vital to the Company’s success. This Code of Business Conduct (“Code”) covers a wide range of business practices and procedures. It does not cover every issue that may arise, but it sets out basic principles to guide all employees, officers and directors of the Company (collectively referred to as “employees”). All of our employees, officers and directors are responsible for conducting the Company’s business in a manner that demonstrates a commitment to the highest standards of integrity and, accordingly, we must all seek to avoid even the appearance of improper behavior.

No code of conduct can replace the thoughtful behavior of an ethical employee. The purpose of this Code is to

- focus employees on areas of ethical risk,
- provide guidance to help employees to recognize and deal with ethics issues,
- provide mechanisms for employees to report unethical conduct,
- foster among employees a culture of honesty and accountability, and
- ensure protection against retaliation for employees who engage in conduct encouraged by this Code.

Dishonest or illegal conduct will constitute a violation of this Code, regardless of whether the conduct is specifically addressed in the Conduct section of the Code.

The Company’s Board of Directors and Company management has designated a Chief Compliance Officer (the “Chief Compliance Officer”) for the implementation and administration of the Code. The Chief Compliance Officer can be reached at 610-373-2400. In addition, each property has a compliance officer (the “property compliance officer”) who will assist the Chief Compliance Officer with the implementation and administration of this Code.

Questions regarding the application or interpretation of the Code of Conduct are to be expected. Employees should feel free to direct questions to the Chief Compliance Officer or their property compliance officer. The Chief Compliance Officer is also responsible for conducting or directing the investigation of alleged Code violations under procedures adopted by the Audit Committee of the Board. The Chief Compliance Officer will provide reports to the Audit Committee of the Board on an as needed basis (but in no event, less than quarterly) on matters such as suspected violations of the Code, status of inquiries and investigations, requested waivers to the Code and enforcement of the Code.

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REPORTING VIOLATIONS

A. Reporting Violations

The Company expects employees who observe, learn of, or, in good faith, suspect a violation of the Code, to immediately report the violation to the Chief Compliance Officer or the property compliance officer. **Employees may also report violations of the Code any time of the day by calling the Company's toll-free number (877-864-9164).** These calls are handled by a third party provider and treated anonymously if requested. All managers and supervisors are required to enforce this Code and are not permitted to condone violations. Reported violations will be investigated and addressed promptly. The investigation will be handled discreetly and appropriately, and the information will be disclosed to others only on a need to know basis and as required by law. An employee who violates the Code may be subject to disciplinary action, up to and including separation of employment, depending on the severity of the violation. Except as described below, the investigations of the alleged Code violations shall be handled by the Chief Compliance Officer in conjunction with other Company personnel.

The Company recognizes the potentially serious impact of a false accusation. Employees are expected as part of the ethical standards required by this Code to act responsibly in reporting violations. Making a complaint without a good faith basis is itself a violation of the Code. Any employee who makes a complaint in bad faith will be subject to disciplinary action, up to and including separation of employment.

B. Special Procedures for Reporting/Investigating Complaints Regarding Accounting, Internal Accounting Controls and Auditing Matters

A special procedure exists for the good faith reporting of suspected violations of this Code arising out of questionable accounting, internal accounting controls or auditing matters. These topics include alleged violations concerning full and fair reporting of the Company's financial condition. **In these cases, an employee has the right to submit a complaint in a confidential, anonymous manner or with his or her name to the Company's Audit Committee by way of the toll free number (877-864-9164) or by contacting the Chief Compliance Officer (610-373-2400).** The complaint can also be made in written form and should provide sufficient information so that a reasonable investigation can be conducted. Written complaints should be addressed to the Chief Compliance Officer, Penn National Gaming, Inc., 825 Berkshire Boulevard, Wyomissing, PA 19610. Investigations involving this specific subject matter shall be handled by the Chief Compliance Officer and overseen by the Audit Committee of the Board of Directors pursuant to approved guidelines.

C. Prohibition on Retaliation

Employees, who report violations or suspected violations in good faith, as well as those who participate in investigations, will not be subject to retaliation of any kind. If you believe a Company employee has retaliated against you because of your report, you may make a written complaint against that Company employee.

Retaliation is defined as the use of authority or influence for the purpose of interfering with or discouraging a report of a violation of the Code or an investigation of an alleged Code violation. Types of retaliation include, but are not limited to, (1) carrying out or threatening to carry out any punishment; or (2) implementing or approving any adverse personnel action (including but not limited to, transfer assignment, performance evaluation, suspension, demotion, separation of employment, or other disciplinary action).

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A complaint of retaliation can be filed under the existing Company complaint resolution procedures or grievance procedures with a copy sent to the Chief Compliance Officer and the Corporate Senior Vice President of Human Resources or by calling either of the phone numbers listed previously. If the retaliation complainant is an applicant for employment or any employee who does not have a complaint resolution procedure available for some other reason, the complainant may file the complaint with the Corporate Senior Vice President of Human Resources.

D. Waivers

Requests for a waiver of a provision of the Code must be submitted in writing to the Chief Compliance Officer. For conduct involving an executive officer, senior financial officer or Board member, only the Board of Directors has the authority to waive a provision of the Code. No waiver may be given if such a waiver would violate applicable law or stock exchange regulation.

In the event of an approved waiver involving the conduct of an executive officer or Board member, appropriate and prompt disclosure must be made to the Company's shareholders as required by applicable law or stock exchange regulation. Statements in the Code of Conduct to the effect that certain actions may be taken only with "Company approval" mean that two executive officers or the Board must give prior approval before the proposed action may be taken.

E. Other Company Policies

This Code should be read in conjunction with the Company's other policy statements addressing dishonest, illegal or unethical conduct, such as the timekeeping, insider trading, harassment, and drug and alcohol policies. All employees will receive a copy of the Code. The Conduct section of the Code (below) describes certain improper conduct specifically prohibited by the Code. However, each employee must bear in mind that the conduct listed below is not intended to be a comprehensive list of such conduct.

CONDUCT

A. Violations of Law

A variety of government laws, rules and regulations apply to the Company and its operations, and some carry criminal penalties. These laws include, without limitation, gaming and pari-mutuel regulations, anti-trust laws, securities laws, workplace discrimination laws, workplace safety laws, drug laws and privacy laws. Examples of criminal violations of the law include: stealing, violence in the workplace, illegal trading of Company stock, bribes and kickbacks, embezzling, misapplying corporate or guest funds, using threats, physical force or other unauthorized means to collect money; making a payment for an expressed purpose on the Company's behalf to an individual who intends to use it for a different purpose; or making payments, whether corporate or personal, that is intended to improperly influence the judgment or actions of political candidates or government officials in connection with any of the Company's activities. In sum, employees must obey all applicable laws. The Company must and will report all suspected criminal violations to the appropriate authorities for possible prosecution, and will investigate and address as appropriate, non-criminal violations.

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B. Conflicts of Interest

Generally, a conflict of interest occurs when an employee's or an employee's family or personal interest interferes with, has the potential to interfere with, or appears to interfere with the interests or business of the Company. A conflict of interest can occur or appear to occur in a wide variety of situations including those described below. Any conflict or potential conflict must be disclosed to the Company in advance of the transaction or situation involving the conflict.

1. Personal Interest in a Transaction

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which the Company wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact the Chief Compliance Officer for more information or questions about conflicts of interest.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the Company's business dealings or in a situation making it difficult for the employee to perform their duties. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions such as purchases, contracts, or leases, it is imperative that the employee discloses such actual or potential conflicts to the Chief Compliance Officer or the property compliance officer as soon as possible so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which the Company does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the Company. The receipt of a gift in excess of \$250 in value must be reported to the Chief Compliance Officer or a property compliance officer.

2. Outside Activities/Employment

An employee may hold a job with another company as long as he or she notifies the Company and satisfactorily performs his or her job responsibilities with the Company. All employees will be judged by the same performance standards and will be subject to the Company's scheduling demands, regardless of any existing outside work requirements.

If the Company determines that an employee's outside work interferes with performance or the ability to meet the requirements of the Company as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with the Company.

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Any outside activity, including employment, should not reduce the time and attention employees devote to their corporate duties, should not adversely affect the quality or quantity of their work, and should not make use of Company equipment, facilities, or supplies, or imply (without the Company's approval) the Company's sponsorship or support. In addition, under no circumstances are employees permitted to compete with the Company or take for themselves or their family members' business opportunities that belong to the Company that are discovered or made available by virtue of their positions at the Company. Outside employment will present a conflict of interest if it has any adverse impact on the Company.

3. Civic/Political Activities

Employees are encouraged to participate in civic, charitable or political activities so long as such participation does not reduce the time and attention they are expected to devote to their company-related duties. Such activities are to be conducted in a manner that does not involve the Company or its assets or facilities, and does not create an appearance of Company involvement or endorsement (except with written approval of the Company).

4. Loans to Employees

The Company will not make loans or extend credit to or for the personal benefit of officers or directors, except as permitted by law. Loans or guarantees may be extended to other employees only with Audit Committee approval. Employees may not extend or accept a personal loan to or from a customer or vendor of the Company. For clarity, the advancement of funds for approved Company business, such as travel advances, is permitted.

C. Proper Use of Company Assets

Company assets, such as information, materials, supplies, intellectual property, facilities, software, and other assets owned or leased by the Company, or that are otherwise in the Company's possession, may be used only for legitimate business purposes. The personal use of Company assets, without Company approval, is prohibited.

D. Delegation of Authority

Each employee, and particularly each of the Company's officers, must exercise due care to ensure that any delegation of authority is reasonable and appropriate in scope, and includes appropriate and continuous monitoring.

E. Handling Confidential Information and Public Communication

Employees should observe the confidentiality of information that they acquire by virtue of their positions at the Company, including information concerning guests, marketing strategy, technical information, suppliers, competitors, and other employees, except where the Company approves disclosure or the disclosure is otherwise legally mandated. Special sensitivity is accorded to financial information, which should be considered confidential except where the Company approves disclosure, or the disclosure is otherwise legally mandated. Some employees may be required to sign a non-disclosure agreement. Only designated employees may speak to third parties, such as the media, on behalf of the Company. The obligation to preserve the confidentiality of Company information continues even after employment or affiliation with the Company ends.

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F. Employees Who Handle or Have Access to Financial Information

In addition to any other applicable laws dealing with financial information, financial reporting, internal accounting controls, auditing matters or public disclosure, the Company requires that any employees involved in financial reporting, internal accounting controls, auditing or public disclosure or with access to such information follow the highest ethical standards, including the following guidelines:

- Act with honesty and integrity and avoid violations of the Code, including actual or apparent conflicts of interest with the Company in personal and professional relationships.
- Disclose to the Chief Compliance Officer any material transaction or relationship that reasonably could be expected to give rise to any violations of the Code, including actual or apparent conflicts of interest with the Company.
- Provide the Company's other employees, consultants, and advisors with information that is accurate, complete, objective, relevant, timely, and understandable.
- Endeavor to ensure full, fair, timely, accurate, and understandable disclosure in the Company's periodic reports and in other public communications.
- Act in good faith, responsibly, and with due care, competence and diligence, without misrepresenting material facts.
- Respect the confidentiality of information acquired in the course of Company work. Confidential information acquired in the course of Company work must not be used for personal advantage.
- Proactively promote ethical behavior among peers in your work environment.
- Achieve responsible use of and control over all assets and resources employed or entrusted to you.
- Record or participate in the recording of entries (such as expenses, billing information, and hours worked) in the Company's books and records information that is accurate to the best of your knowledge.
- Not fraudulently induce, coerce, manipulate, or mislead any internal or external auditor or accountant.
- Report to the Chief Compliance Officer any dishonest, unethical, or misleading conduct that could impact the accuracy of the Company's financial reporting.

G. Insider Trading

The stock of our Company is publicly traded. As a result, a number of laws regulate the purchase and sale of Company stock by employees, officers and directors. Employees who have access to confidential Company information are not permitted to use or share that information for stock trading purposes or for any other purpose except the conduct of our business and in strict conformance with all applicable laws and SEC regulations. All non-public information about the Company should be considered confidential information (especially financial projections and results, mergers and acquisitions discussions, marketing strategies, and legislative developments). To use non-public information for your own personal financial benefit or to "tip" others who might make an investment decision on the basis of this information is not only unethical but also a violation of civil and criminal law (which may include fines and imprisonment). If you have any questions concerning the purchase or sale of Company stock, please consult the General Counsel or the Treasurer at (610) 373-2400.

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H. Payments to Government Personnel

The U.S. Foreign Corrupt Practices Act prohibits giving anything of value, directly or indirectly, to officials of foreign governments or foreign political candidates in order to obtain or retain business. It is strictly prohibited to make illegal payments to government officials of any country. In addition, the U.S. government has a number of laws and regulations regarding business gratuities which may be accepted by U.S. government personnel. The promise, offer or delivery to an official or employee of the U.S. government of a gift, favor or other gratuity in violation of these rules would not only violate Company policy but could also be a criminal offense. State and local governments, as well as foreign governments, may have similar rules. The Company's Chief Compliance Officer or General Counsel can provide guidance to you in this area.

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116 Job Posting

Effective Date: 1/1/1999

Revision Date: 2/1/2011

The purpose of our Company job posting program is to assist our employees in career growth opportunities and to allow them consideration as openings arise. In addition, this enables us to build bench-strength as a Company, particularly when opening or acquiring new properties.

Exempt positions across the Company are posted on employee bulletin boards at each property. The complete listing of all non-exempt / exempt positions including job title, location and job summary can also be found on our company website www.pngaming.com. Career postings normally remain open for 5 days, although the Company reserves its right to not post a particular opening.

Job posting is a way to inform you of open jobs. It is also a way for the hiring manager to find out about qualified and interested internal applicants. In addition to posting, the Company may use other recruiting sources to fill open jobs.

Employee Eligibility Requirements: In order to be considered for a position at a new location an employee must be in their present position as follows:

- Three months (90 days) for all employees regardless of status; twenty-four months for anyone who utilized company paid relocation services to move to their current position.
- Employees must have a minimum performance rating of Successful/Satisfactory or its equivalent to be considered for a position at a new location.
- Employees must not have received a Written Warning within the last 6 months (any exception must be approved by Human Resources, the employee's current manager, and the interviewing manager).
- Employees must meet the minimum standards noted on the job posting; properties may elect to require a maximum number of attendance points as a minimum standard.
- Employees from Casino Rama, who are interested in positions in the U.S., must comply with Immigration Laws and NAFTA regulations.

Exceptions: Exceptions to the Time in Position Requirements may be made in situations including:

- An individual is the most qualified and logical internal candidate for the position.
- An individual possesses unique experience, education, or skills which are difficult to find and which are at a level that meets position requirements.

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Submitting an Internal Transfer for a position at a new location:

- Complete an “Internal Job Posting Form” (available in HR).
 - The Employee must talk with their supervisor about their career plans. If they are recommended, the Supervisor should complete their section of the form sign/date and give it back to the employee requesting the transfer. It is the employee’s responsibility to forward it to Human Resources for consideration of open position.
 - If the Supervisor does not recommend the employee, the Supervisor must explain why to the employee, sign/date and document the reason and forward the completed form to Human Resources.
- Human Resources will verify eligibility and qualification requirements are met and ensure the form is complete (including supervisor recommendation). Human Resources will forward the form to the Human Resources department at the new property if all is in order.
 - If Human Resources is not able to forward the form or does not recommend the employee for transfer, Human Resources will contact the employee to explain why.
- Human Resources at the current location will advise the employee that he/she needs to also apply to the position through our company website www.pngaming.com by logging in as an internal candidate. The employee should use the profile set up when they originally applied to Penn National Gaming. If the employee does not have an active profile they should create one so they can apply for the position.
- Once the Human Resources department at the new location receives the Transfer form, they will forward it to the appropriate department. The department hiring manager will then contact the employee to schedule an interview for the position.

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201 Employment Categories

Effective Date: 1/1/1999

Revision Date: 2/1/2011

It is important that you understand the definitions of the employment classifications and know your classification. Your employment classification helps determine your employment status, your eligibility for overtime pay and the benefits you are eligible for. If you have questions or are not sure what your employment classification is, see your supervisor or your Human Resources department.

Depending on your job, you are either NON-EXEMPT or EXEMPT from federal and state wage and hour laws. If you are a NON-EXEMPT employee, you are entitled to overtime pay under the specific provisions of federal and state laws. If you are an EXEMPT employee, you are excluded from specific provisions of federal and state wage and hour laws. Your EXEMPT or NON-EXEMPT classification may be changed only with written notification by management.

In addition to being a Non-Exempt or Exempt employee, you also belong to one of the following employment categories:

Description

Executives (Officers/ Directors)
Managers and all other exempt employees

Full-time non-exempt employees*

Part-time non-exempt employees**

Temporary or Seasonal employee***

Occasional employee****

*Employees who average 35 hours or more per week are considered full-time.

** Employees who average less than 35 hours per week are considered part-time.

***Employees who are hired for a specific project or defined period of time.

****Occasional employees are those employees who do not work on a regular basis.

Employees covered under a collective bargaining agreement should refer to their agreement for their employment status and benefits.

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203 Employment Background Checks and Verification Requests

Effective Date: 1/1/1999

Revision Date: 2/1/2011

Employment Background Checks

To ensure that individuals within the Company are well-qualified and have a strong potential to be productive and successful, it is our policy to check the background information of all applicants who are offered a job. Background checks may be conducted upon initial hire, as part of licensing requirements, or in conjunction with an internal promotion or job offer. We may use an outside agency for this purpose.

Applicants will be asked to sign appropriate releases and all information obtained will be treated in the strictest confidence.

Employment Verification Requests

All outside inquiries for routine information concerning past and present employees of the Company must be referred to VerifyDirect in order to ensure the confidentiality and accuracy of personnel information.

VerifyDirect is an online service our company uses to verify your employment and/or income. VerifyDirect allows businesses, such as banks, credit card companies, leasing agents and prospective employers to confirm your employment and/or income. These businesses confirm your employment and/or income to process loan applications, screen potential job applicants, and confirm government assistance eligibility.

For more information regarding VerifyDirect, please contact your Human Resources department or www.verifydirect.com.

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208 Employment Applications

Effective Date: 1/1/1999

Revision Date: 5/1/2006

We rely on the accuracy of the information you provide on your employment application. We also expect that you and your references give accurate, complete and true information during the hiring process and employment. If we find that any information is misleading or false, we may reject an applicant from further consideration. If the person was already hired, it could result in the end of your employment with us.

When we process an employment application, we may obtain a consumer credit report for employment purposes only concerning the applicant's credit worthiness, credit standing, and credit capacity, if related to the job. If we take an adverse employment action based in whole or in part on the consumer credit report, a copy of the report and a summary of your rights under the Fair Credit Reporting Act will be provided as well as any other documents required by law.

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301 Employee Benefits

Effective Date: 1/1/1999

Revision Date: 2/1/2011

The Company offers comprehensive benefit programs that are designed to protect and enhance the lives of our employees and their dependents. Some benefits are required by law and cover all employees. The legally required benefits include Social Security, workers' compensation, state disability, and unemployment insurance.

There are several factors that determine your eligibility for benefits. To find out which benefit programs you are eligible for, please refer to your local policy (301) which provides you with a summary of benefits available at your property or see your Human Resources Department.

For a more detailed description of many of the benefit programs, contact your Human Resources Department.

Benefit programs that are offered to eligible employees include:

- Medical Insurance
- Dental Insurance
- Vision Insurance
- Pre-Tax Spending Accounts
- Short-Term Disability
- Long-Term Disability
- Life Insurance
- Accidental Death & Dismemberment Insurance
- Paid Time Off (PTO, Holidays, Sick, Vacation)
- Jury Duty Leave
- Personal Leave
- Family Medical Leave
- Bereavement Leave
- Employee Assistance Program (EAP)
- 401(k) Savings Plan

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313 Benefits Continuation (COBRA)

Effective Date: 1/1/1999

Revision Date: 2/1/2011

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) allows employees and their dependents to continue their medical, dental, vision EAP and medical flexible spending accounts even if they are no longer eligible under our plans.

There are very specific rules about when you can continue your coverages through COBRA. COBRA permits an eligible employee and dependents to choose to continue their benefits when a "qualifying event" happens. Qualifying events include the employee's resignation, separation of employment (other than by reason of gross misconduct), leave of absence, shorter work hours, divorce, legal separation, or death. Another qualifying event is when a dependent child loses dependent status under the applicable plans.

If you continue your benefits under COBRA, you will pay the full cost of the insurance at the Company's group rates plus an administration fee. When you become eligible for these plans, we will give you a written notice describing your COBRA rights. Because the notice contains important information about your rights and what to do if you need COBRA, be sure to read it carefully.

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317 Life Insurance

Effective Date: 1/1/1999

Revision Date: 2/1/2011

The Company provides a basic life and Accidental Death and Dismemberment (AD&D) insurance plan for eligible employees. The Company also offers a voluntary group term life insurance plan for eligible employees and their dependents.

Employees may elect additional voluntary group term life insurance for themselves, their spouses and their dependent children (from "live" birth to 19 years [longer if full-time student]).

Any additional voluntary group life coverage is paid by employees and is deducted on a post-tax basis from their paycheck.

Eligible employees may participate in the life insurance plan subject to all terms and conditions of the agreement between PNG and the insurance carrier(s).

If you have questions about our life insurance plans, refer to your Summary Plan Description or contact the Human Resources Department.

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320 401(k) Savings Plan

Effective Date: 1/1/1999

Revision Date: 2/1/2011

We offer a 401(k) savings plan for eligible employees to help them save for the future and their retirement years.

To be eligible to join our 401(k) savings plan, employees must be at least 21 years of age and must have completed one year of service. Upon completion of the eligibility requirements, employees may enter the plan anytime on or after the following quarterly plan entry dates: January 1, April 1, July 1 or October 1, subject to all terms and conditions of the plan.

You choose how much of your pay you wish to contribute to the 401(k) plan (up to 50%). You also will choose how your money should be invested. Investments grow over time on a pre-tax basis.

The Company, at its discretion, also contributes an additional matching amount to each employee's 401(k) contribution. At Hollywood Casino at Charles Town Races, a state-mandated funding formula replaces the company match.

Your 401(k) contribution is deducted from your pay before federal and state taxes are calculated for your paycheck. That means that you will pay lower taxes while you are contributing to the 401(k) plan. Your 401(k) account will be taxed when you take money out in the future, but at that time it is possible that you will pay taxes at a lower rate. Please check with your tax advisor regarding tax ramifications.

There are more details about our 401(k) savings plan in the Summary Plan Description. If you have questions about Penn's 401(k) plan, contact your Human Resources Department for more information.

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324 Employee Assistance Program (EAP)

Effective Date: 5/1/2006

Revision Date: 2/1/2011

The Employee Assistance Program (EAP) is available to help you solve personal problems that might be affecting your work or personal life. The EAP offers confidential counseling services to you and your immediate family members to help deal with problems such as alcohol or drug abuse, marital or family tensions, financial or legal troubles, and emotional distress. The EAP can help analyze the problem, provide counseling and, if necessary, refer you to community or private services for long-term help.

The EAP is a confidential service and keeps all your information private. The EAP is available to all employees and their dependents. The EAP cannot release the information you give them unless you approve it in writing. If you talk with the EAP, it will not be recorded in your personnel file.

There is no charge for you or your dependents to talk to an EAP counselor because the Company pays for the EAP. If the EAP counselor thinks that more counseling is needed, the counselor will tell you what other services are available and if the costs will be covered by your health plan. If you receive counseling from providers outside the EAP, you will be responsible for paying for any costs that are not covered by your medical plan.

We encourage you to talk with the EAP if you are having problems in your life. To utilize this benefit, call 1-800-854-1446 or log on to www.lifebalance.net.

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326 Flexible Spending Account (FSA)

Effective Date: 1/1/1999

Revision Date: 2/1/2011

The Company offers a Flexible Spending Account (FSA) program to eligible employees who enroll in the program. There are two types of Flexible Savings Accounts: Medical and Dependent Care. We will deduct money from your pay before taxes are calculated and deposit the money in your FSA. You can then use the money in your FSA to pay for medical expenses that are not paid by health insurance or use the dollars in your dependent care account to cover dependent care expenses during the plan year. Because we deduct the FSA contributions from your pay before taxes, you pay less tax.

If you want to participate in the Medical and/or Dependent Care FSA, you must re-enroll each plan year. You decide, up to the maximum allowable amount, how much you want to contribute to the FSA by figuring out how much you might need to pay next year for expenses that are covered by the FSA. You can only contribute to the FSA by having the money taken directly out of your pay before taxes. If you do not use all the money in your FSA by the end of the plan year, you will lose that money. As a result, you do not want to contribute more than you expect you will need.

If you have questions about the Flexible Spending Account program, contact the Human Resources Department for more information. The Human Resources Department can also give you a worksheet to help you decide how much you should put in the FSA and examples of how you can use your FSA money. There are more details about our Flexible Spending Account program in the Summary Plan Description.

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405 Employment Separation

Effective Date: 1/1/1999

Revision Date: 2/1/2011

There can be many reasons why the employment relationship may end. The following are some of the most common reasons for separation of employment:

- Resignation - voluntary employment separation initiated by an employee.
- Discharge - involuntary employment separation initiated by the company.
- Reduction in Force (RIF) - involuntary employment separation initiated by the company for non-disciplinary reasons.
- Loss of required gaming and/or racing license.

When your employment ends, you will receive your final pay in accordance with applicable state laws. All Company property must be returned promptly to your supervisor or the Human Resources Department.

Your benefits are affected by ending your employment in several ways:

- All accrued, vested benefits, such as vacation, PTO, etc., that are due and payable at the end of your employment will be paid out.
- You may be allowed to continue some benefits by paying for them yourself. You will be notified in writing about which benefits you can continue and the limitations and details of how to continue them.
- Employees who separate from service will be provided with a certificate of Creditable Coverage at the time coverage ends by their medical insurance carrier (if applicable and in compliance with the Health Insurance Portability and Accountability Act of 1996 [HIPAA]). A certificate will also be issued when COBRA coverage ends if COBRA coverage has been elected.

Employees who are rehired to any position within ninety (90) days of a Company initiated lay-off (RIF) and who meet the 35 hours worked per week minimum, will be immediately eligible for benefits.

If you decide to resign, we would like you to tell us in writing at least 2 weeks before the date you will leave. You will be helping your co-workers because there will be more time to reassign work and replace you if necessary. An employee who has given two weeks' notice of resignation may receive pay in lieu of notice, upon management's discretion. If you do not give enough advance notice before leaving, you may not be eligible for rehire.

However, if you do resign and are rehired within 30 days (and meet the 35 hours worked per week minimum), benefits are immediately reinstated.

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504 Use of Phone and Mail Systems

Effective Date: 1/1/1999

Revision Date: 5/1/2006

Company telephones are intended for business calls. You are not permitted to make personal long-distance or toll calls from our phones. Public pay phones may be available at your property for personal outgoing calls during breaks, meal periods, and, if your supervisor approves, at other times.

You may not use the Company's postage or metering for your personal mail. The postage is intended only for official business-related mail.

Our telephone communications are an important reflection of our image to guests and the community. Always use proper telephone etiquette. The following are some examples of good telephone etiquette: use the approved greeting, speak courteously and professionally, repeat information back to the caller, and only hang up after the caller hangs up.

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507 Overtime

Effective Date: 1/1/1999

Revision Date: 2/1/2011

There may be times when the Company cannot meet its operating requirements or other needs during regular working hours. If this happens, we may require employees to work overtime.

It is our policy that no overtime can be worked without the prior approval and authorization of your supervisor. We try to distribute overtime assignments fairly among all employees who are qualified to perform the required work.

Non-exempt employees will receive overtime pay in accordance with the federal and state wage and hour laws. Overtime pay is based on the actual hours worked. For this reason, time off for sick, vacation, holiday, PTO, bereavement, jury duty or other paid or unpaid leaves of absences are not counted as hours worked when calculating overtime pay.

If you do not work scheduled overtime or if you work overtime without first getting your supervisor's approval, you may be subject to disciplinary action, up to and including separation of employment.

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516 Computer, E-mail and Internet Usage

Effective Date: 1/1/1999

Revision Date: 2/1/2011

To help you do your job, the Company may give you access to computers, computer files, the e-mail system, the Internet and software. You should not use a password, access a file, retrieve any stored communication, or use software not approved by the Company without authorization. Your system access and passwords that you have established should not be shared without authorization and should be maintained in a safe and secure manner. To make sure that all employees follow our policies, we may monitor computer, e-mail and Internet usage.

We make every effort to have a workplace that is free of harassment and sensitive to the diversity of our employees. Therefore, we do not allow employees to use computers, e-mail and the Internet in ways that are disruptive, offensive to others, or harmful to morale.

While at work, you may not display, download, or e-mail sexually explicit images, messages, and cartoons. You also may not use computers, e-mail and the Internet for ethnic slurs, racial comments, off-color jokes, or anything that another person might view as harassment or disrespect.

You may not use e-mail to ask other people to contribute to or to tell them about businesses outside of the Company, religious or political causes, outside companies, or any other non-business matters.

The Company buys and licenses computer software for business purposes. We do not own the copyright to this software or its documentation. Unless the software developer authorizes us, we do not have the right to use the software on more than one computer.

You may only use software on local area networks (LANs) or on multiple machines according to the software license agreement. The Company prohibits the illegal duplication of software and its documentation.

Internet usage is intended for job-related activities, but short, occasional personal use is allowed if it does not interfere in the performance of your duties.

All Internet data that is written, sent, or received through our computer systems is part of the Company's official records. That means that we can be legally required to show that information to law enforcement or other parties. Therefore, you should always make sure that the business information contained in Internet email messages and other transmissions is accurate, appropriate, ethical, and legal.

The equipment, services, and technology that you use to access the Internet are the property of the Company. Therefore, we reserve the right to monitor how you use the Internet. We also reserve the right to find and read any data that you write, send, or receive through our online connections or is stored in our computer systems.

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No outside software of any kind should be installed on company owned personal computers without proper approval. If an employee wants software installed on their Company owned PC, they should obtain the approval of their supervisor and the property's Director/Manager of Information and Technology. If installation is approved, it must be done by a member of the Information and Technology Department. In addition, to protect against computer viruses, you may not install downloaded program files from the internet without prior authorization from your property Information and Technology Department.

The following are some examples of prohibited activities that violate this Internet policy:

- Sending or posting discriminatory, harassing, or threatening messages or images
- Using the Company's time and resources for personal gain
- Stealing, using, or disclosing yours or someone else's code or password without authorization
- Copying, pirating, or downloading software and electronic files without permission
- Sending or posting confidential material, trade secrets, or proprietary information outside of the Company
- Violating copyright law
- Failing to observe licensing agreements
- Engaging in unauthorized transactions that may incur a cost to the Company or initiate unwanted Internet services and transmissions
- Sending or posting messages or material that could damage the Company's image or reputation
- Participating in the viewing or exchange of pornography or obscene materials
- Sending or posting messages that defame or slander other individuals
- Attempting to break into the computer system of another company or person
- Refusing to cooperate with a security investigation
- Sending or posting chain letters, solicitations, or advertisements not related to business purposes or activities
- Using the Internet for personal political causes or activities, religious activities, or any sort of gambling
- Jeopardizing the security of the Company's electronic communications systems
- Sending or posting messages that disparage our Company or another company's products or services
- Passing off personal views as representing those of the Company
- Sending anonymous e-mail messages
- Engaging in any other illegal activities

Blogging

The Company acknowledges the increasing use of various forms of electronic external communication. Your public communications concerning the Company must not violate any guidelines set forth in this manual, such as those described in the Code of Business Conduct (Core Policy 104), whether or not you specifically mention your affiliation of the Company. We strongly encourage you to express any company related concerns with a member of management.

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The following are general guidelines that must be followed:

1. You must include the following disclaimer on published public communications if you identify yourself as a company employee or if you regularly or substantively discuss the Company publicly: "The opinions expressed here are the personal opinions of [your name]. Content published here is not read or approved by the Company before it is posted and does not necessarily represent the views and opinions of the Company."
2. You may not communicate any material that violates the privacy or publicity rights of another.
3. You may not disparage fellow employees, authors, guests, vendors, or shareholders. You may respectfully disagree with Company actions, policies, or management.
4. You may not disclose any sensitive, proprietary, confidential, or financial information about the Company. This includes revenues, profits, forecasts, and other financial information, any information related to specific authors, brands, products, product lines, guests, operating units, etc. You may not disclose any information about any specific guest.
5. You may not post any material that is obscene, defamatory, profane, libelous, threatening, harassing, abusive, hateful or embarrassing to another person or any other person or entity. This includes, but is not limited to, comments regarding the company, its employees, partners and competitors.

If you know about any violations to this policy, notify your supervisor, the Human Resources Department or any member of management. Employees who violate this policy are subject to disciplinary action, up to and including separation of employment.

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517 Social Networking

Effective Date: 2/1/2011

Penn National Gaming, Inc. recognizes that many employees have personal blogs or contribute to other online conversations and social networking sites (such as Facebook, MySpace, YouTube, etc.), and may comment from time to time on Company-sponsored sites.

This Social Networking Policy helps the Company regulate this activity when it impacts the Company's employees, customers, suppliers, vendors, investors or other third parties who deal with the Company. "Social networking," for purposes of this policy, includes all types of postings on the Internet, including, but not limited to, social networking sites (such as Facebook®, MySpace® or LinkedIn®); blogs and other on-line journals and diaries; bulletin boards and chat rooms; microblogging, such as Twitter®; and the posting of video on YouTube® and similar media. Social networking also includes permitting or not removing postings by others where an employee can control the content of postings, such as on a personal profile or blog.

This Policy applies to social networking by all employees. That includes social networking while on or off duty, while using the Company's or personal electronic resources, and whether or not the employee posts anonymously or using a pseudonym. Employees who are expressly authorized to engage in social networking on the Company's behalf are required to comply with separate guidelines when doing so.

Employees who engage in social networking should be mindful that their postings, even if done off premises and while off duty, could have an adverse effect on the Company's legitimate business interests. To reduce that risk, we ask that you observe the following guidelines whenever your social networking identifies yourself as a Company employee or relates in any way to the Company's business, employees, customers, vendors, suppliers, or competitors:

- The Company has spent substantial time and resources building its reputation and good will. These are valuable and important corporate assets. When you engage in social networking that identifies yourself as an employee of the Company, or that relates to the Company, please consider whether you are damaging the Company's reputation. If you are uncertain, you should consult your manager or the Human Resources Department before posting.
- Your social networking is subject to the Code of Conduct and all of the Company's policies, including "Prohibited Harassment," "Prohibited Conduct," "Off-Duty Conduct," "Confidentiality of Information," "Company Property And Facilities," and "Technology And Internet Use."
- Make it clear to your readers that the views expressed are yours alone and do not reflect the views of the Company. If that is not obvious from your post, you should state, for example, *"The views expressed in this post are my own. They have not been reviewed or approved by the Company."*
- Disclose your employment by the Company if your posting expresses opinions, beliefs, findings or experiences concerning the Company's products or services;

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- Do not defame or otherwise discredit the Company's products or services, or the products or services of its vendors, suppliers, or competitors. Do not identify customers, vendors, suppliers, or competitors by name without prior approval from the Company.
- Do not use the Company's logo, trademark or proprietary graphics, or photographs or video of the Company's premises, processes, operations, or products.
- Do not disclose personal or contact information, or post photographs or video, of customers, coworkers or supervisors without their prior permission.
- You are more likely to resolve complaints about work by speaking directly with your coworkers, supervisor or other management-level personnel than by posting complaints on the Internet. Please consider using available internal resources, rather than social networking, to resolve these types of complaints.
- If someone from the media or press contacts you about your social networking activities, speak to your manager before responding.
- Only designated marketing or management representatives are authorized to respond to inquiries or comments posted on Company sponsored social media sites.

The following policies also apply to your social networking:

- You may not use Company-sponsored sites to solicit for or promote personal businesses or any organization besides Company, such as any outside business venture, charity, political campaign, religious group, or other membership organization.
- You should not use any e-mail account that identifies you as a Company employee.
- Managers should not send "friend" requests to subordinates while on or off duty. Any employee may reject a friend request from any other employee without repercussion.
- All requests for references or recommendations, even those that are received through social networking, should be handled in accordance with the Company's standard policy for responding to such requests.
- The Company may request, in its sole and absolute discretion, that you temporarily confine your social networking to matters unrelated to the Company if the Company determines this is necessary or advisable to ensure compliance with securities regulations or other laws.

Enforcement

The Company will, in its discretion, review your social networking activities to the fullest extent permitted by applicable law. If you engage in social networking anonymously or using a pseudonym, you should be aware that in appropriate circumstances the Company will take steps to determine your identity.

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Failure to comply with this policy may lead to discipline up to and including termination. In appropriate circumstances, the Company will pursue all available legal remedies. The Company also may report suspected unlawful conduct to appropriate law enforcement authorities. Company will not construe or apply this policy in a manner that interferes with or limits employees' rights under the National Labor Relations Act.

If you need clarification of any aspect of this policy, contact your supervisor or the Human Resources Department.

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518 Workplace Monitoring

Effective Date: 1/1/1999

Revision Date: 2/1/2011

The Company may conduct workplace monitoring to help ensure quality control, employee safety, security, and guest satisfaction.

All phone and computer equipment, services, or technology that we furnish you are the property of the Company. We reserve the right to monitor phone and computer activities and data that is stored in our computer systems. We also reserve the right to find and read any data that you write, send, or receive via company issued equipment.

We may perform video surveillance of non-private workplace areas. We use video monitoring to identify safety concerns, maintain quality control, detect theft and misconduct, and discourage and prevent harassment and workplace violence.

Because we are sensitive to employees' legitimate privacy rights, we will make every effort to guarantee that workplace monitoring is always done ethically and with respect.

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522 Workplace Violence Prevention

Effective Date: 1/1/1999

Revision Date: 2/1/2011

We are committed to preventing workplace violence and making our Company a safe place to work. This policy explains our guidelines for dealing with intimidation, harassment, violent acts, or threats of violence that might occur during business hours or on our premises at anytime.

You are expected to treat your co-workers, including supervisors and temporary employees, with courtesy and respect at all times. You should not fight, play tricks on others, or behave in any way that might be dangerous to other people. We do not allow firearms, weapons, and other dangerous or hazardous devices and substances on Company premises without proper authorization.

The Company does not allow behavior at any time that threatens, intimidates, bullies, or coerces another employee, a guest, or a member of the public. This includes non-work hours. We do not permit any act of harassment, including harassment that is based on an individual's gender, race, age, or any characteristic protected by federal, state, or local law (refer to Core Policy 703).

You should immediately report a threat of violence or an act of violence by anyone to your supervisor or another member of management. If you report a threat of violence, you should be prepared to provide as many details as possible.

Be sure to immediately report any suspicious person or activities to a supervisor. Do not place yourself in danger. If you see or hear trouble or a disturbance near your work area, do not try to see what is happening or try to stop it.

We will promptly and completely investigate all reports of violent acts or threats of violence. We will also promptly and completely investigate all suspicious people and activities. We will protect the identity of a person who makes a report when practical. Until we have investigated a report, we may suspend an employee, either with or without pay, if we think it is necessary for safety reasons or to do the investigation.

If you commit a violent act, threaten violence, or violate these guidelines in another way, you will be subject to disciplinary action, up to and including separation of employment.

If you are having a dispute with another employee, we encourage you to talk it over with your supervisor or the Human Resources Department. The Company wants to help you work out problems before they become more serious and possibly violent. We will not discipline you for bringing these types of problems to our attention.

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602 Family Leave

Effective Date: 1/1/1999

Revision Date: 2/1/2011

The Company provides unpaid Family and Medical Leave (FMLA) to eligible employees who need to take time off from work duties to meet family obligations that are directly related to:

1. Birth and/or care of a child of the employee;
2. Placement of a child into the employee's family by adoption or by a foster care arrangement;
3. Care of the employee's spouse, child or parent who has a serious health condition* (see definition of a serious health condition below);
4. Inability of the employee to perform the functions of the employee's position due to a serious health condition* (see definition of a serious health condition below);
5. A qualifying exigency arising from the employee's spouse, son, daughter, or parent being on, or called to, active duty (or being notified of an impending call or order to active duty) in the National Guard, the Armed Forces reserves, or as a retired member of the Armed Forces or reserves, in support of an action or operation against an opposing military force. Qualifying exigent circumstances include:
 - (a) **short notice deployment:** employees can take leave to address issues that arise from servicemembers' call to active duty seven calendar days or less prior to the date of deployment;
 - (b) **military events and related activities:** employees can take leave to attend official ceremonies, programs, or events sponsored by the military that are related to servicemembers' active duty or call to active duty or attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to servicemembers' active duty or call to active duty;
 - (c) **childcare and school activities:** employees can take leave to arrange alternative childcare, provide childcare on an urgent, immediate need (but not every day) basis, enroll in or transfer a child to a new school or day care facility, or attend meetings with school or day care staff (such as parent-teacher conferences) that are due to servicemembers' active duty or call to active duty. Under FMLA, a "child" is defined as a servicemembers' biological, adopted, or foster son or daughter; a stepchild; a legal ward; or a child for whom a servicemember has day-to-day responsibilities to care for and financially support. Children must be under age 18, unless they are incapable of self-care because of a mental or physical disability;
 - (d) **financial and legal arrangements:** employees can take leave to make or update financial or legal arrangements to address servicemembers' absence while on active duty or call to active duty, such as executing powers of attorney, transferring bank

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- account signature authority, or obtaining military identification cards and to act as the servicemembers' representative before governmental agencies to obtain, arrange, or appeal military service benefits while servicemembers are on active duty or called to active duty and for 90 days following termination of active duty status;
- (e) **counseling:** employees can take leave to attend counseling that is provided by someone other than a healthcare provider for themselves, the servicemember or their children for needs arising from servicemembers' active duty or call to active duty. Note: see FMLA definition for "child" in letter (c) above;
 - (f) **rest and recuperation:** employees can take leave to spend time with servicemembers on short-term, temporary rest and recuperation leave during a period of deployment;
 - (g) **post-deployment activities:** employees can take leave to attend arrival ceremonies, reintegration briefings and events, and other official ceremony or program sponsored by the military that occurs within 90 days following termination of servicemembers' active duty status or to address issues arising from servicemembers' death while on active duty, including meeting and recovering the body and making funeral arrangements; and
 - (h) **additional activities:** employees can take leave to address any other events that arise from servicemembers' active duty or call to active duty when the Company and the employee agree that such leave qualifies as an exigency and agree upon the timing and duration of the leave.

or

6. Care for a servicemember who is the employee's spouse, son, daughter, parent, or next of kin with a **serious illness or injury**** (see definition below) incurred in the line of duty while on active duty as a member of the Armed Forces, including the National Guard or Reserves, and is:
 - (a) undergoing medical treatment, recuperation, or therapy;
 - (b) assigned as an outpatient to a military medical treatment facility;
 - (c) assigned to a unit providing command and control of Armed Forces' members who are receiving outpatient care; or
 - (d) on the temporary disability retired list

"Next of Kin" means the nearest blood relative other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: (1) Blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions; (2) brothers and sisters; (3) grandparents; (4) aunts and uncles; and (5) first cousins, unless the service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of the military caregiver leave under the FMLA.

Effective January 16, 2009, military caregiver leave is not available for former servicemembers of the Regular Armed Forces, Reserves, or National Guard and servicemembers on the permanent disability retired list.

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A ***serious health condition** is an illness, injury, impairment, or physical or mental condition that involves one or more of the following:

- (a) Inpatient Hospital Care
- (b) Incapacity lasting more than three consecutive, full calendar days, plus treatment two or more times by a health care provider, nurse (under the direct supervision of a health care provider), or by a provider of health care services under orders or referral from a health care provider, within 30 days of the first day of incapacity; or, plus treatment by a health care provider on at least one occasion, resulting in a regimen of continued treatment under the supervision of a health care provider.
- (c) Pregnancy
- (d) Incapacity or treatment for Chronic Conditions. Chronic conditions are conditions that require at least twice yearly visits to a health care provider, continue over an extended period of time, and may be episodic in nature.
- (e) Permanent/Long-term Conditions Requiring Supervision
- (f) Multiple Treatments (Non-Chronic Conditions)

A ****serious illness or injury is an illness or injury** that servicemembers receive while they are in the line of duty on active duty and makes them medically unfit to perform the duties of their office, grade, rank, or rating.

In accordance with the Federal Family and Medical Leave Act of 1993, eligible employees are entitled to a total of up to 12 workweeks of unpaid FMLA during a 12-month period for reasons 1-5 above. For reason 6 above, an eligible employee may take up to 26 weeks of unpaid military caregiver FMLA leave during a single 12 month period on a per-covered servicemember, per-injury basis (which may be taken continuously, intermittently, or on a reduced schedule basis). Leave to care for an injured or ill service member, when combined with other FMLA qualifying leave, may not exceed 26 weeks in a single 12 month period. Eligible employees are those who:

- have at least 12 months of cumulative service during the last seven years and have worked at least 1,250 hours or more during the 12 months prior to the date the leave will start; and
- have a qualifying reason for taking FMLA (as listed above); and
- have a remaining balance of FMLA entitlement.

For any FMLA absence, an eligible employee is required to use available paid leave time (i.e., vacation, sick, (only for your own serious health condition) or PTO) concurrent with the start of the leave prior to being eligible for unpaid leave, with the exception of a leave classified as a worker's compensation claim.

Those employees taking a leave for their own serious health condition would be required to use their accrued sick time first and then available paid leave time (vacation or PTO).

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Determining Remaining Balance of Family and Medical Leave

An eligible employee may take up to 12 workweeks (hours the employee usually works per week) of Family and Medical Leave during a "leave year." The "leave year" is defined as a rolling 12-month period measured backward from the date the proposed leave is to begin. For example, if the employee's proposed leave begins October 15, the 12-month leave year begins October 16 of the prior year. If the employee used any FMLA time during the leave year period, the 12-week maximum is reduced by that amount.

Future requests for FMLA move the date for calculating the 12-month "leave year" up to the date the subsequent leave is proposed to begin. A "leave year" always starts 12 months prior to the date the current leave request begins.

For an eligible employee who takes Military Caregiver leave, the "leave year" is defined as the single 12-month period measured forward from the date an employee's leave to care for the covered servicemember begins. Once a single 12-month period expires, the employee is eligible for another 26 weeks of military caregiver leave during a subsequent single 12-month period to care for a different covered servicemember or to care for the same covered servicemember if he/she incurs a subsequent serious injury or illness (excluding aggravation or complication of an earlier serious injury or illness for which the employee took military caregiver leave).

REQUESTS FOR LEAVE

If you think you will need FMLA leave, contact your Human Resources Department or designated outside agency at least 30 days in advance of the date the leave would start. This will help us plan for your possible absence. If it is an unexpected situation, follow the Company's usual and customary call-in procedures for reporting an absence, absent unusual circumstances. However, at a minimum, all leave requests must be received within 2 business days of your return to work date or your FMLA leave request may be denied.

Leaves for a serious health condition may be continuous or intermittent (periodic) of partial days or weeks whereby only the absence may be covered by FMLA. FMLA leave may also be taken intermittently or on a reduced hours basis for reasons relating to a family member's Armed Forces active duty or when an employee needs to care for a family member who has incurred an injury or illness while on active duty.

Each time you need to take intermittent FMLA leave, you must follow the Company's usual and customary call-in procedures for reporting an absence and inform the Company that your absence is an approved intermittent FMLA incident.

FMLA for adoption, foster care, birth and care of a newborn child must be completed within 12 months of the birth, adoption, or foster care placement and must be taken in continuous work weeks.

When a husband and wife, employed by the same property, are eligible for FMLA, the total number of work weeks of leave for birth, adoption, or foster care placement to which both are entitled, is limited to a combined total of 12 work weeks. For military caregiver leaves, the leave is limited to a combined 26 weeks of leave.

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In absence of an employee expressly requesting "Family and Medical Leave," the Company has the right to designate any eligible employee's FMLA qualifying absences as part of an employee's 12-workweek entitlement of FMLA. Notification to the employee of FMLA request approval or designation may be verbal and will be followed up in writing from a representative of the Company within five business days.

Certification Requirements

- Leaves due to a serious medical condition - a written certification from a health care provider (please see your Human Resources Department for forms and details) must be supplied by the employee no later than 15 calendar days following a request. The certification must include enough information for Human Resources to confirm a serious health condition exists and the duration of the leave.
- Leaves to care for a child, spouse, or parent with a serious health condition - the certification must include a description of the care and an estimated length of time that the employee needs to care for the family member.
- Where the need for leave is for reasons relating to a family member's servicemember's active duty and such leave is foreseeable, the employee must give notice as soon as is reasonable and practicable. For exigency leave, the employee will be required to provide a copy of the covered servicemember's active duty orders, and a certification of the facts of the particular exigency. For caregiver's leave, the employee will be required to provide a certification completed by a health care provider, a copy of an Invitational Travel Order or a copy of an Invitational Travel Authorization.

An employee may be required to submit additional physician certifications every 30 calendar days after the expiration of the original time certified for the leave by a health care provider, unless an extension of leave is requested, circumstances change regarding the serious health condition, or information arises that questions the validity of the earlier certification. For conditions that will result in intermittent leave, recertification may be required once per year, or every six months in conjunction with a leave, unless circumstances change regarding the serious health condition, or information arises that questions the validity of the earlier certification.

EFFECT ON BENEFITS

Continuation of Group Health Insurance

Subject to the terms, conditions, and limitation of the applicable plans, the Company will continue to provide health insurance benefits for the full period of the approved FMLA leave. Employees have the option of:

1. **Prepayment:** Employee prepays their share of the monthly health plan premiums on a pre-tax basis prior to the commencement of their leave (with the exception of participation in a Dependent Care Spending Account. Participation in a Dependent Care spending Account ceases at the start of the approved FMLA leave in accordance with the IRS rules that govern administration of reimbursement spending accounts).
2. **Pay as you go:** Employee pays their share of the monthly health plan premiums on a

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monthly basis. Employees have a 30 day grace period in which to make such premium payments. The Company will request payments from the employee on a post-tax basis. (with the exception of participation in a Dependent Care spending Account which ceases at the start of the approved FMLA leave in accordance with the IRS rules that govern administration of reimbursement spending accounts). In the event that you do not pay your share of the insurance premiums on a timely basis, your insurance coverage for yourself and/or your dependents may be terminated for the remainder of your leave unless other payment arrangements are made.

You must contact your Human Resources Department prior to your leave if you choose 'Prepayment' option (#1). If Human Resources is not contacted in advance, the company will default to the 'Pay as you go' option (#2).

Attendance - Approved FMLA leaves will not be counted against the employee for attendance purposes.

Years of Service - Continuous service will accrue during the period of FMLA leave.

Vacation / PTO – Vacation and/or PTO will continue to accrue in a manner consistent with other unpaid leaves during the period of FMLA leave.

Holidays - Holidays occurring during a FMLA leave will not be paid.

RETURN TO WORK

Please give us at least two weeks advance notice before you plan to return. When you return from FMLA leave, you will go back to the same position if it is still available. If that position is no longer available, we will place you in a substantially similar position that you are qualified for.

Employees who do not: (1) notify the Company of their desire or intent to take FMLA leave; (2) certify or re-certify the need for the leave; (3) update the Company periodically of their status while on leave; or (4) return to work when the leave has exhausted will forfeit their right to return to their own or an equivalent position.

If the leave is for the employee's own serious health condition, he/she is required to provide a "Fitness for Duty" certification from their health care provider confirming the date the employee is able to return to work and perform the essential functions of his/her position.

An employee on FMLA leave will be considered to have voluntarily resigned their employment if he/she:

- Advises the company of his/her intent not to return to work, or
- Fails to return to work upon the agreed upon return date

Reinstatement Provision for "Key" Employees

A "key employee" (a salaried FMLA eligible employee who is among the highest paid 10 percent of all the employees employed by the company within 75 miles of the employee's work site) is eligible for leave under this policy; however, the following reinstatement provisions will apply to key employees:

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- (a) A key employee may be denied reinstatement to his/her position or comparable position if the reinstatement would cause substantial and grievous economic injury to the company.
- (b) The company will notify the key employee of its intent to deny reinstatement at the time that determination is made by the company.
- (c) At the time the key employee is notified of the intent to deny reinstatement, the key employee will have the option of returning to work within a reasonable period of time set by the company. The time to return will be determined by the circumstances surrounding the leave, such as the length of leave and the urgency of the need for the employee to return.
- (d) If the key employee has been notified and opts not to return to work within the specified time limit set by the company, then the employee will still be considered to be on leave until the conclusion of the leave period, even though the employee may not be entitled to reinstatement at the conclusion of the leave.

MISCELLANEOUS

- Except as provided under the "Return to Work" section, this policy does not alter any employee's "at-will" employment relationship.
- An employee who is on FMLA leave may not be gainfully employed elsewhere while on FMLA approved absence.
- Employees may be eligible for concurrent FMLA leave under Workers' Compensation.

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605 Military Leave

Effective Date: 1/1/1999

Revision Date: 5/1/2006

The Company will grant a military leave of absence if you are absent from work because you are serving in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). You must give your supervisor advance notice of upcoming military service and a copy of your orders, unless military necessity prevents advance notice or it is otherwise impossible or unreasonable.

You will not be paid for military leave. However, you may use any available accrued paid time off, such as vacation or sick leave, to help pay for the leave.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which you are otherwise eligible.

With the exception of annual two-week reserve/National Guard training, your benefits, such as PTO, vacation, sick leave, or holiday benefits, will not accrue during a military leave. When you return from leave, the benefits will start accruing again.

If you are on military leave for up to 30 days, you must return to work on the first regularly scheduled work period after your service ends (allowing for reasonable travel time). If you are on military leave for more than 30 days, you must apply for reinstatement in accordance with USERRA and applicable state laws.

When you return from military leave (depending on the length of your military service in accordance with USERRA), you will be placed either in the position you would have attained if you had stayed continuously employed or in a comparable position. For the purpose of determining benefits that are based on length of service, you will be treated as if you had been continuously employed.

If you have questions about military leave, contact your Human Resources Department for more information.

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700A Responsible Gaming

Effective Date: 5/1/2006

The Company is committed to a policy of Responsible Gaming at all of our gaming and racing facilities – it is an integral part of our daily operations in each of the jurisdictions in which we operate. While we recognize the overwhelming majority of guests participate in our various forms of recreation and amenities in a responsible and rational manner, there are a very small percentage of those who do not.

To protect them, and others affected by their behavior, we have established and implemented a set of policies and guidelines modeled after the American Gaming Association's Code of Conduct for Responsible Gaming. Our Responsible Gaming policy addresses the following issues: problem gambling; underage gambling; responsible alcohol service; responsible marketing and advertising; and unattended minors in gaming facilities.

As part of our approach to Responsible Gaming, each of our properties has established a Responsible Gaming Committee chaired by the property's general manager. Each committee has developed a comprehensive set of written policies and procedures to address the matters covered by the Company's Responsible Gaming policy. The properties use a variety of approaches to promote Responsible Gaming, including: employee training programs addressing responsible gaming, responsible alcohol service and tobacco sales; self-exclusion policies; written procedures for recognizing and managing these issues; use of outside experts; customer education and awareness; and monitoring and measuring compliance with results of these programs.

In addition, we continue to provide funding for the National Center for Responsible Gaming, which is the leading source of science-based research on gambling and health, and are committed to continued support of research initiatives and public awareness surrounding responsible gaming.

For more information on the Company's commitment to Responsible Gaming, you can visit our website (<http://www.pngaming.com/main/respgaming.shtml>) or contact your human resources department.

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700B Employee Gaming / Wagering

Effective Date: 5/1/2006

Employee gambling / wagering during working hours interferes with the employee's ability to adequately perform his or her duties. Therefore, no employee may wager while on duty or in work uniform.

Moreover, the Company recognizes that an appearance of impropriety may be created when certain management-level employees wager at a PNG subsidiary. Therefore, employees who hold a position of department manager or above may not wager at a PNG subsidiary and may not place a wager on a horse race conducted at a PNG racing subsidiary.

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702 Drug and Alcohol Use

Effective Date: 1/1/1999

Revision Date: 2/1/2011

The Company is committed to being a drug-free, healthy, and safe workplace. You are required to come to work in a mental and physical condition that will allow you to perform your job satisfactorily.

Employees may not use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs while on company premises or while conducting any business-related activity away from company premises. You may use legally prescribed drugs on the job only if they do not impair your ability to perform the essential functions of your job effectively and safely without endangering yourself or others.

If you violate this policy, it may lead to disciplinary action up to and including separation of employment. We may also require that you participate in a substance abuse rehabilitation or treatment program. If you violate this policy, there could also be criminal consequences.

If you have questions or concerns about substance dependency or abuse, you are encouraged to use the Employee Assistance Program (refer to Core Policy 324). You can also discuss these matters with your supervisor or your Human Resource Department to get help and referrals to community resources.

If you have a drug or alcohol problem, you may request unpaid time off to participate in a rehabilitation or treatment program through our health insurance benefit coverage, if your substance abuse problem has not already resulted in disciplinary action and you are not currently subject to immediate disciplinary action, up to and including separation of employment. We may approve the time off if you agree to stop using the problem substance; follow all Company policies and rules relating to conduct at work; and if giving the time off will not cause the Company an undue hardship.

If you have questions about this policy or issues related to drug or alcohol use at work, you can raise your concerns with your supervisor or your Human Resources Department without fear of reprisal.

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703 Sexual and Other Unlawful Harassment

Effective Date: 1/1/1999

Revision Date: 5/1/2006

The Company is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment, whether by employees, vendors or guest. The Company will not tolerate any actions, words, jokes, or comments based on a person's gender, race, color, national origin, age, religion, disability, sexual orientation, or any other legally protected characteristic. We provide ongoing sexual harassment training to ensure you the opportunity to work in an environment free of sexual and other unlawful harassment.

Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same gender as the harasser. The following is a partial list of examples of sexual harassment:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters.
- Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations.
- Physical conduct that includes touching, assaulting, or impeding or blocking movements.
- Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:
 - (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment
 - (2) submission or rejection of the conduct is used as a basis for making employment decisions; or,
 - (3) the conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

If you experience or witness sexual or other unlawful harassment in the workplace, report it immediately to your supervisor. If the supervisor is unavailable or you believe it would be inappropriate to discuss it with that person, you should immediately contact your Human Resources Department or any other member of management. You can raise concerns and make reports without fear of reprisal or retaliation.

All allegations of sexual harassment will be quickly and discreetly investigated. To the extent possible, your confidentiality and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure. When the investigation is completed, you will be informed of the outcome of the investigation.

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Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment must immediately advise the Human Resources Department or any member of management so it can be investigated in a timely and confidential manner. Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action up to and including separation of employment.

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712 Solicitation

Effective Date: 1/1/1999

Revision Date: 5/1/2006

The Company does not allow people who are not employees to solicit or distribute literature in the workplace at any time for any reason.

We realize that many employees participate in events and activities outside work. However, during work times or in work areas, employees may not solicit for these activities or distribute information about them.

These are examples of the types of solicitation that we do not allow:

- The collection of money, goods, or gifts for community groups
- The collection of money, goods, or gifts for religious groups
- The collection of money, goods, or gifts for political groups
- The collection of money, goods, or gifts for charitable groups
- The sale of goods, services, or subscriptions outside the scope of official company business
- The circulation of petitions
- The distribution of literature not approved by the employer
- The solicitation of memberships, fees, or dues

Employees may not put information on our bulletin boards. The bulletin boards are reserved for official Company communication such as:

- Job Postings
- Legally mandated postings
- Internal memoranda
- Company announcements
- Insurance information
- Unemployment insurance information

CODE OF BUSINESS CONDUCT PENN NATIONAL GAMING, INC.

(as amended May 03, 2012)

INTRODUCTION

The reputation and integrity of Penn National Gaming, Inc. and its subsidiaries (the "Company") are valuable assets that are vital to the Company's success. This Code of Business Conduct ("Code") covers a wide range of business practices and procedures. It does not cover every issue that may arise, but it sets out basic principles to guide all employees, officers and directors of the Company (collectively referred to as "employees"). All of our employees, officers and directors are responsible for conducting the Company's business in a manner that demonstrates a commitment to the highest standards of integrity and, accordingly, we must all seek to avoid even the appearance of improper behavior.

No code of conduct can replace the thoughtful behavior of an ethical employee. The purpose of this Code is to

- focus employees on areas of ethical risk,
- provide guidance to help employees to recognize and deal with ethics issues,
- provide mechanisms for employees to report unethical conduct,
- foster among employees a culture of honesty and accountability, and
- ensure protection against retaliation for employees who engage in conduct encouraged by this Code.

Dishonest or illegal conduct will constitute a violation of this Code, regardless of whether the conduct is specifically addressed in the Conduct section of the Code.

The Company's Board of Directors and Company management has designated a Chief Compliance Officer (the "Chief Compliance Officer") for the implementation and administration of the Code. The Chief Compliance Officer can be reached at 610-373-2400. In addition, each property has a compliance officer (the "property compliance officer") who will assist the Chief Compliance Officer with the implementation and administration of this Code.

Questions regarding the application or interpretation of the Code of Conduct are to be expected. Employees should feel free to direct questions to the Chief Compliance Officer or their property compliance officer. The Chief Compliance Officer is also responsible for conducting or directing the investigation of alleged Code violations under the oversight of the Audit Committee of the Board. The Chief Compliance Officer will provide reports to the Audit Committee of the Board on an as needed basis (but in no event, less than quarterly) on matters such as suspected violations of the Code, status of inquiries and investigations, requested waivers to the Code and enforcement of the Code.

REPORTING VIOLATIONS

A. Reporting Violations

The Company expects employees who observe, learn of, or, in good faith, suspect a violation of the Code, to immediately report the violation to the Chief Compliance Officer or the property compliance officer. **Employees may also report violations of the Code any time of the day by calling the Company's toll-free number (877-864-9164) or via the weblink www.reportlineweb.com/pennnational.** These calls and web reports are handled by a third party provider and treated anonymously if requested. All managers and supervisors are required to enforce this Code and are not permitted to condone violations. Reported violations will be investigated and addressed promptly. The investigation will be handled discreetly and appropriately, and the information will be disclosed to others only on a need to know basis and as required by law. An employee who violates the Code may be subject to disciplinary action, up to and including separation of employment, depending on the severity of the violation. Except as described below, the investigations of the alleged Code violations shall be handled by the Chief Compliance Officer in conjunction with other Company personnel.

The Company recognizes the potentially serious impact of a false accusation. Employees are expected as part of the ethical standards required by this Code to act responsibly in reporting violations. Making a complaint without a good faith basis is itself a violation of the Code. Any employee who makes a complaint in bad faith will be subject to disciplinary action, up to and including separation of employment.

B. Special Procedures for Reporting/Investigating Complaints Regarding Accounting, Internal Accounting Controls and Auditing Matters

A special procedure exists for the good faith reporting of suspected violations of this Code arising out of questionable accounting, internal accounting controls or auditing matters. These topics include alleged violations concerning full and fair reporting of the Company's financial condition. **In these cases, an employee has the right to submit a complaint in a confidential, anonymous manner or with his or her name to the Company's Audit Committee by way of the toll free number (877-864-9164), weblink www.reportlineweb.com/pennnational or by contacting the Chief Compliance Officer (610-373-2400).** The complaint can also be made in written form and should provide sufficient information so that a reasonable investigation can be conducted. Written complaints should be addressed to the Chief Compliance Officer, Penn National Gaming, Inc., 825 Berkshire Boulevard, Wyomissing, PA 19610. Investigations involving this specific subject matter shall be handled by the Chief Compliance Officer with oversight by the Audit Committee of the Board of Directors.

C. Prohibition on Retaliation

Employees, who report violations or suspected violations in good faith, as well as those who participate in investigations, will not be subject to retaliation of any kind. If you believe a Company employee has retaliated against you because of your report, you may make a written complaint against that Company employee.

Retaliation is defined as the use of authority or influence for the purpose of interfering with or discouraging a report of a violation of the Code or an investigation of an alleged Code violation. Types of retaliation include, but are not limited to, (1) carrying out or threatening to carry out any punishment; or (2) implementing or approving any adverse personnel action (including but not limited to, transfer assignment, performance evaluation, suspension, demotion, separation of employment, or other disciplinary action).

A complaint of retaliation can be filed under the existing Company complaint resolution procedures or grievance procedures with a copy sent to the Chief Compliance Officer and the Corporate Senior Vice President of Human Resources or by calling either of the phone numbers listed previously. If the retaliation complainant is an applicant for employment or any employee who does not have a complaint resolution procedure available for some other reason, the complainant may file the complaint with the Corporate Senior Vice President of Human Resources.

D. Waivers of the Code

It is the expectation of the Company that waivers of the Code will rarely be requested or granted. In the event an individual wishes to request a waiver of a provision of the Code, this must be submitted in writing to the Chief Compliance Officer. The Chief Compliance Officer will review the request, and if necessary or appropriate, consult with General Counsel, outside counsel, and/or the Board of Directors or Audit Committee for final determination.

Approved waivers of the Code can only be granted by the Chief Compliance Officer. Approved waivers for members of the Board of Directors and senior corporate officers can only be granted by the Board of Directors or Audit Committee, and must be promptly disclosed by the Company upon approval as required by law or regulation. No waiver will be given if such a waiver would violate applicable laws or stock exchange regulations.

E. Other Company Policies

This Code should be read in conjunction with the Company's other policy statements addressing dishonest, illegal or unethical conduct, such as the timekeeping, insider trading, harassment, and drug and alcohol policies. All employees will receive a copy of the Code. The Conduct section of the Code (below) describes certain improper conduct specifically prohibited by the Code. However, each employee must bear in mind that the conduct listed below is not intended to be a comprehensive list of such conduct.

CONDUCT

A. Violations of Law

A variety of government laws, rules and regulations apply to the Company and its operations, and some carry criminal penalties. These laws include, without limitation, gaming and pari-mutuel regulations, anti-trust laws, securities laws, U.S. Foreign Corrupt Practices Act, workplace discrimination laws, workplace safety laws, drug laws and privacy laws. Examples of criminal violations of the law include: stealing, violence in the workplace, illegal trading of Company stock, bribes and kickbacks, embezzling, misapplying corporate or guest funds, using threats, physical force or other unauthorized means to collect money; making a payment for an expressed purpose on the Company's behalf to an individual who intends to use it for a different purpose; or making payments, whether corporate or personal, that is intended to improperly influence the judgment or actions of political candidates or government officials in connection with any of the Company's activities. In sum, employees must obey all applicable laws. The Company must and will report all suspected criminal violations to the appropriate authorities for possible prosecution, and will investigate and address as appropriate, non-criminal violations.

B. Conflicts of Interest

Generally, a conflict of interest occurs when an employee's or an employee's family or personal interest interferes with, has the potential to interfere with, or appears to interfere with the interests or business of the Company. A conflict of interest can occur or appear to occur in a wide variety of situations including those described below. Any conflict or potential conflict must be disclosed to the Company in advance of the transaction or situation involving the conflict.

1. Personal Interest in a Transaction

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which the Company wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact the Chief Compliance Officer for more information or questions about conflicts of interest.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the Company's business dealings or in a situation making it difficult for the employee to perform their duties. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions such as purchases, contracts, or leases, it is imperative that the employee discloses such actual or potential conflicts to the Chief Compliance Officer or the property compliance officer as soon as possible so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which the Company does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the Company. The receipt of a gift in excess of \$250 in value must be reported to the Chief Compliance Officer or a property compliance officer.

2. Outside Activities/Employment

An employee may hold a job with another company as long as he or she notifies the Company and satisfactorily performs his or her job responsibilities with the Company. All employees will be judged by the same performance standards and will be subject to the Company's scheduling demands, regardless of any existing outside work requirements.

If the Company determines that an employee's outside work interferes with performance or the ability to meet the requirements of the Company as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with the Company.

Any outside activity, including employment, should not reduce the time and attention employees devote to their corporate duties, should not adversely affect the quality or quantity of their work, and should not make use of Company equipment, facilities, or supplies, or imply (without the Company's approval) the Company's sponsorship or support. In addition, under no circumstances are employees permitted to compete with the Company or take for themselves or their family members' business opportunities that belong to the Company that are discovered or made available by virtue of their positions at the Company. Outside employment will present a conflict of interest if it has any adverse impact on the Company.

3. Civic/Political Activities

Employees are encouraged to participate in civic, charitable or political activities so long as such participation does not reduce the time and attention they are expected to devote to their company-related duties. Such activities are to be conducted in a manner that does not involve the Company or its assets or facilities, and does not create an appearance of Company involvement or endorsement (except with written approval of the Company).

4. Loans to Employees

The Company will not make loans or extend credit to or for the personal benefit of officers or directors, except as permitted by law. Loans or guarantees may be extended to other employees only with Audit Committee approval. Employees may not extend or accept a personal loan to or from a customer or vendor of the Company. For clarity, the advancement of funds for approved Company business, such as travel advances, is permitted.

C. Proper Use of Company Assets

Company assets, such as information, materials, supplies, intellectual property, facilities, software, and other assets owned or leased by the Company, or that are otherwise in the Company's possession, may be used only for legitimate business purposes. The personal use of Company assets, without Company approval, is prohibited.

D. Delegation of Authority

Each employee, and particularly each of the Company's officers, must exercise due care to ensure that any delegation of authority is reasonable and appropriate in scope, and includes appropriate and continuous monitoring.

E. Handling Confidential Information and Public Communication

Employees should observe the confidentiality of information that they acquire by virtue of their positions at the Company, including information concerning guests, marketing strategy, technical information, suppliers, competitors, and other employees, except where the Company approves disclosure or the disclosure is otherwise legally mandated. Special sensitivity is accorded to financial information, which should be considered confidential except where the Company approves disclosure, or the disclosure is otherwise legally mandated. Some employees may be required to sign a non-disclosure agreement. Only designated employees may speak to third parties, such as the media, on behalf of the Company. The obligation to preserve the confidentiality of Company information continues even after employment or affiliation with the Company ends.

F. Employees Who Handle or Have Access to Financial Information

In addition to any other applicable laws dealing with financial information, financial reporting, internal accounting controls, auditing matters or public disclosure, the Company requires that any employees involved in financial reporting, internal accounting controls, auditing or public disclosure or with access to such information follow the highest ethical standards, including the following guidelines:

- Act with honesty and integrity and avoid violations of the Code, including actual or apparent conflicts of interest with the Company in personal and professional relationships.
- Disclose to the Chief Compliance Officer any material transaction or relationship that reasonably could be expected to give rise to any violations of the Code, including actual or apparent conflicts of interest with the Company.
- Provide the Company's other employees, consultants, and advisors with information that is accurate, complete, objective, relevant, timely, and understandable.

- Endeavor to ensure full, fair, timely, accurate, and understandable disclosure in the Company's periodic reports and in other public communications.
- Act in good faith, responsibly, and with due care, competence and diligence, without misrepresenting material facts.
- Respect the confidentiality of information acquired in the course of Company work. Confidential information acquired in the course of Company work must not be used for personal advantage.
- Proactively promote ethical behavior among peers in your work environment.
- Achieve responsible use of and control over all assets and resources employed or entrusted to you.
- Record or participate in the recording of entries (such as expenses, billing information, and hours worked) in the Company's books and records information that is accurate to the best of your knowledge.
- Not fraudulently induce, coerce, manipulate, or mislead any internal or external auditor or accountant.
- Report to the Chief Compliance Officer any dishonest, unethical, or misleading conduct that could impact the accuracy of the Company's financial reporting.

G. Insider Trading

The stock of our Company is publicly traded. As a result, a number of laws regulate the purchase and sale of Company stock by employees, officers and directors. Employees who have access to confidential Company information are not permitted to use or share that information for stock trading purposes or for any other purpose except the conduct of our business and in strict conformance with all applicable laws and SEC regulations. All non-public information about the Company should be considered confidential information (especially financial projections and results, mergers and acquisitions discussions, marketing strategies, and legislative developments). To use non-public information for your own personal financial benefit or to "tip" others who might make an investment decision on the basis of this information is not only unethical but also a violation of civil and criminal law (which may include fines and imprisonment). If you have any questions concerning the purchase or sale of Company stock, please consult the General Counsel or the Treasurer at (610) 373-2400.

H. Anti-Corruption Compliance Policy

In addition to the above requirements, the Company also requires that all employees comply with the Company's "Anti-Corruption Compliance Policy" (Policy). This Policy addresses the U.S. Foreign Corrupt Practices Act, which prohibits giving anything of value, directly or indirectly, to officials of foreign governments or foreign political candidates in order to obtain or retain business. It is strictly prohibited to make illegal payments to government officials of any country. In addition, the U.S. government has a number of laws and regulations regarding business gratuities which may be accepted by U.S. government personnel. The promise, offer or delivery to an official or employee of the U.S. government of a gift, favor or other gratuity in violation of these rules would not only violate Company policy but could also be a criminal offense. State and local governments, as well as foreign governments, may have similar rules. The Company's Chief Compliance Officer or General Counsel can provide guidance to you in this area.

CODE OF BUSINESS CONDUCT PENN NATIONAL GAMING, INC.

(as amended May 03, 2012)

INTRODUCTION

The reputation and integrity of Penn National Gaming, Inc. and its subsidiaries (the "Company") are valuable assets that are vital to the Company's success. This Code of Business Conduct ("Code") covers a wide range of business practices and procedures. It does not cover every issue that may arise, but it sets out basic principles to guide all employees, officers and directors of the Company (collectively referred to as "employees"). All of our employees, officers and directors are responsible for conducting the Company's business in a manner that demonstrates a commitment to the highest standards of integrity and, accordingly, we must all seek to avoid even the appearance of improper behavior.

No code of conduct can replace the thoughtful behavior of an ethical employee. The purpose of this Code is to

- focus employees on areas of ethical risk,
- provide guidance to help employees to recognize and deal with ethics issues,
- provide mechanisms for employees to report unethical conduct,
- foster among employees a culture of honesty and accountability, and
- ensure protection against retaliation for employees who engage in conduct encouraged by this Code.

Dishonest or illegal conduct will constitute a violation of this Code, regardless of whether the conduct is specifically addressed in the Conduct section of the Code.

The Company's Board of Directors and Company management has designated a Chief Compliance Officer (the "Chief Compliance Officer") for the implementation and administration of the Code. The Chief Compliance Officer can be reached at 610-373-2400. In addition, each property has a compliance officer (the "property compliance officer") who will assist the Chief Compliance Officer with the implementation and administration of this Code.

Questions regarding the application or interpretation of the Code of Conduct are to be expected. Employees should feel free to direct questions to the Chief Compliance Officer or their property compliance officer. The Chief Compliance Officer is also responsible for conducting or directing the investigation of alleged Code violations under the oversight of the Audit Committee of the Board. The Chief Compliance Officer will provide reports to the Audit Committee of the Board on an as needed basis (but in no event, less than quarterly) on matters such as suspected violations of the Code, status of inquiries and investigations, requested waivers to the Code and enforcement of the Code.

REPORTING VIOLATIONS

A. Reporting Violations

The Company expects employees who observe, learn of, or, in good faith, suspect a violation of the Code, to immediately report the violation to the Chief Compliance Officer or the property compliance officer. **Employees may also report violations of the Code any time of the day by calling the Company's toll-free number (877-864-9164) or via the weblink www.reportlineweb.com/pennnational.** These calls and web reports are handled by a third party provider and treated anonymously if requested. All managers and supervisors are required to enforce this Code and are not permitted to condone violations. Reported violations will be investigated and addressed promptly. The investigation will be handled discreetly and appropriately, and the information will be disclosed to others only on a need to know basis and as required by law. An employee who violates the Code may be subject to disciplinary action, up to and including separation of employment, depending on the severity of the violation. Except as described below, the investigations of the alleged Code violations shall be handled by the Chief Compliance Officer in conjunction with other Company personnel.

The Company recognizes the potentially serious impact of a false accusation. Employees are expected as part of the ethical standards required by this Code to act responsibly in reporting violations. Making a complaint without a good faith basis is itself a violation of the Code. Any employee who makes a complaint in bad faith will be subject to disciplinary action, up to and including separation of employment.

B. Special Procedures for Reporting/Investigating Complaints Regarding Accounting, Internal Accounting Controls and Auditing Matters

A special procedure exists for the good faith reporting of suspected violations of this Code arising out of questionable accounting, internal accounting controls or auditing matters. These topics include alleged violations concerning full and fair reporting of the Company's financial condition. **In these cases, an employee has the right to submit a complaint in a confidential, anonymous manner or with his or her name to the Company's Audit Committee by way of the toll free number (877-864-9164), weblink www.reportlineweb.com/pennnational or by contacting the Chief Compliance Officer (610-373-2400).** The complaint can also be made in written form and should provide sufficient information so that a reasonable investigation can be conducted. Written complaints should be addressed to the Chief Compliance Officer, Penn National Gaming, Inc., 825 Berkshire Boulevard, Wyomissing, PA 19610. Investigations involving this specific subject matter shall be handled by the Chief Compliance Officer with oversight by the Audit Committee of the Board of Directors.

C. Prohibition on Retaliation

Employees, who report violations or suspected violations in good faith, as well as those who participate in investigations, will not be subject to retaliation of any kind. If you believe a Company employee has retaliated against you because of your report, you may make a written complaint against that Company employee.

Retaliation is defined as the use of authority or influence for the purpose of interfering with or discouraging a report of a violation of the Code or an investigation of an alleged Code violation. Types of retaliation include, but are not limited to, (1) carrying out or threatening to carry out any punishment; or (2) implementing or approving any adverse personnel action (including but not limited to, transfer assignment, performance evaluation, suspension, demotion, separation of employment, or other disciplinary action).

A complaint of retaliation can be filed under the existing Company complaint resolution procedures or grievance procedures with a copy sent to the Chief Compliance Officer and the Corporate Senior Vice President of Human Resources or by calling either of the phone numbers listed previously. If the retaliation complainant is an applicant for employment or any employee who does not have a complaint resolution procedure available for some other reason, the complainant may file the complaint with the Corporate Senior Vice President of Human Resources.

D. Waivers of the Code

It is the expectation of the Company that waivers of the Code will rarely be requested or granted. In the event an individual wishes to request a waiver of a provision of the Code, this must be submitted in writing to the Chief Compliance Officer. The Chief Compliance Officer will review the request, and if necessary or appropriate, consult with General Counsel, outside counsel, and/or the Board of Directors or Audit Committee for final determination.

Approved waivers of the Code can only be granted by the Chief Compliance Officer. Approved waivers for members of the Board of Directors and senior corporate officers can only be granted by the Board of Directors or Audit Committee, and must be promptly disclosed by the Company upon approval as required by law or regulation. No waiver will be given if such a waiver would violate applicable laws or stock exchange regulations.

E. Other Company Policies

This Code should be read in conjunction with the Company's other policy statements addressing dishonest, illegal or unethical conduct, such as the timekeeping, insider trading, harassment, and drug and alcohol policies. All employees will receive a copy of the Code. The Conduct section of the Code (below) describes certain improper conduct specifically prohibited by the Code. However, each employee must bear in mind that the conduct listed below is not intended to be a comprehensive list of such conduct.

CONDUCT

A. Violations of Law

A variety of government laws, rules and regulations apply to the Company and its operations, and some carry criminal penalties. These laws include, without limitation, gaming and pari-mutuel regulations, anti-trust laws, securities laws, U.S. Foreign Corrupt Practices Act, workplace discrimination laws, workplace safety laws, drug laws and privacy laws. Examples of criminal violations of the law include: stealing, violence in the workplace, illegal trading of Company stock, bribes and kickbacks, embezzling, misapplying corporate or guest funds, using threats, physical force or other unauthorized means to collect money; making a payment for an expressed purpose on the Company's behalf to an individual who intends to use it for a different purpose; or making payments, whether corporate or personal, that is intended to improperly influence the judgment or actions of political candidates or government officials in connection with any of the Company's activities. In sum, employees must obey all applicable laws. The Company must and will report all suspected criminal violations to the appropriate authorities for possible prosecution, and will investigate and address as appropriate, non-criminal violations.

B. Conflicts of Interest

Generally, a conflict of interest occurs when an employee's or an employee's family or personal interest interferes with, has the potential to interfere with, or appears to interfere with the interests or business of the Company. A conflict of interest can occur or appear to occur in a wide variety of situations including those described below. Any conflict or potential conflict must be disclosed to the Company in advance of the transaction or situation involving the conflict.

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If the Company determines that an employee's outside work interferes with performance or the ability to meet the requirements of the Company as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with the Company.

Any outside activity, including employment, should not reduce the time and attention employees devote to their corporate duties, should not adversely affect the quality or quantity of their work, and should not make use of Company equipment, facilities, or supplies, or imply (without the Company's approval) the Company's sponsorship or support. In addition, under no circumstances are employees permitted to compete with the Company or take for themselves or their family members' business opportunities that belong to the Company that are discovered or made available by virtue of their positions at the Company. Outside employment will present a conflict of interest if it has any adverse impact on the Company.

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Employees are encouraged to participate in civic, charitable or political activities so long as such participation does not reduce the time and attention they are expected to devote to their company-related duties. Such activities are to be conducted in a manner that does not involve the Company or its assets or facilities, and does not create an appearance of Company involvement or endorsement (except with written approval of the Company).

4. Loans to Employees

The Company will not make loans or extend credit to or for the personal benefit of officers or directors, except as permitted by law. Loans or guarantees may be extended to other employees only with Audit Committee approval. Employees may not extend or accept a personal loan to or from a customer or vendor of the Company. For clarity, the advancement of funds for approved Company business, such as travel advances, is permitted.

C. Proper Use of Company Assets

Company assets, such as information, materials, supplies, intellectual property, facilities, software, and other assets owned or leased by the Company, or that are otherwise in the Company's possession, may be used only for legitimate business purposes. The personal use of Company assets, without Company approval, is prohibited.

D. Delegation of Authority

Each employee, and particularly each of the Company's officers, must exercise due care to ensure that any delegation of authority is reasonable and appropriate in scope, and includes appropriate and continuous monitoring.

E. Handling Confidential Information and Public Communication

Employees should observe the confidentiality of information that they acquire by virtue of their positions at the Company, including information concerning guests, marketing strategy, technical information, suppliers, competitors, and other employees, except where the Company approves disclosure or the disclosure is otherwise legally mandated. Special sensitivity is accorded to financial information, which should be considered confidential except where the Company approves disclosure, or the disclosure is otherwise legally mandated. Some employees may be required to sign a non-disclosure agreement. Only designated employees may speak to third parties, such as the media, on behalf of the Company. The obligation to preserve the confidentiality of Company information continues even after employment or affiliation with the Company ends.

F. Employees Who Handle or Have Access to Financial Information

In addition to any other applicable laws dealing with financial information, financial reporting, internal accounting controls, auditing matters or public disclosure, the Company requires that any employees involved in financial reporting, internal accounting controls, auditing or public disclosure or with access to such information follow the highest ethical standards, including the following guidelines:

- Act with honesty and integrity and avoid violations of the Code, including actual or apparent conflicts of interest with the Company in personal and professional relationships.
- Disclose to the Chief Compliance Officer any material transaction or relationship that reasonably could be expected to give rise to any violations of the Code, including actual or apparent conflicts of interest with the Company.
- Provide the Company's other employees, consultants, and advisors with information that is accurate, complete, objective, relevant, timely, and understandable.

- Endeavor to ensure full, fair, timely, accurate, and understandable disclosure in the Company's periodic reports and in other public communications.
- Act in good faith, responsibly, and with due care, competence and diligence, without misrepresenting material facts.
- Respect the confidentiality of information acquired in the course of Company work. Confidential information acquired in the course of Company work must not be used for personal advantage.
- Proactively promote ethical behavior among peers in your work environment.
- Achieve responsible use of and control over all assets and resources employed or entrusted to you.
- Record or participate in the recording of entries (such as expenses, billing information, and hours worked) in the Company's books and records information that is accurate to the best of your knowledge.
- Not fraudulently induce, coerce, manipulate, or mislead any internal or external auditor or accountant.
- Report to the Chief Compliance Officer any dishonest, unethical, or misleading conduct that could impact the accuracy of the Company's financial reporting.

G. Insider Trading

The stock of our Company is publicly traded. As a result, a number of laws regulate the purchase and sale of Company stock by employees, officers and directors. Employees who have access to confidential Company information are not permitted to use or share that information for stock trading purposes or for any other purpose except the conduct of our business and in strict conformance with all applicable laws and SEC regulations. All non-public information about the Company should be considered confidential information (especially financial projections and results, mergers and acquisitions discussions, marketing strategies, and legislative developments). To use non-public information for your own personal financial benefit or to "tip" others who might make an investment decision on the basis of this information is not only unethical but also a violation of civil and criminal law (which may include fines and imprisonment). If you have any questions concerning the purchase or sale of Company stock, please consult the General Counsel or the Treasurer at (610) 373-2400.

H. Anti-Corruption Compliance Policy

In addition to the above requirements, the Company also requires that all employees comply with the Company's "Anti-Corruption Compliance Policy" (Policy). This Policy addresses the U.S. Foreign Corrupt Practices Act, which prohibits giving anything of value, directly or indirectly, to officials of foreign governments or foreign political candidates in order to obtain or retain business. It is strictly prohibited to make illegal payments to government officials of any country. In addition, the U.S. government has a number of laws and regulations regarding business gratuities which may be accepted by U.S. government personnel. The promise, offer or delivery to an official or employee of the U.S. government of a gift, favor or other gratuity in violation of these rules would not only violate Company policy but could also be a criminal offense. State and local governments, as well as foreign governments, may have similar rules. The Company's Chief Compliance Officer or General Counsel can provide guidance to you in this area.

EXHIBIT 23B-2

Plainridge Racecourse is a founding member of the Massachusetts Partnership for Responsible Gambling. The Partnership is an alliance of the Massachusetts Council on Compulsive Gambling, other problem gambling experts and gambling industry leaders. The Partnership is committed to increasing public awareness of problem gambling, encouraging programs for education and prevention, and promoting responsible gambling policies and practices in the Commonwealth. The Partnership is comprised of a variety of state and industry leaders, including officials from casinos, racetracks, the Massachusetts State Lottery and the Massachusetts Council on Compulsive Gambling. The Partnership's goals are to identify best practices in national and international responsible gambling programs, and to serve as a forum to share information on responsible gambling practices. Plainridge Racecourse will continue to participate in the Partnership and support its goals.

Attached as **Exhibit 23B-2** is a draft responsible gaming program providing a detailed description of the responsible gaming policies, procedures and practices that will be implemented at Plainridge Racecourse. The program is designed to not only cover the casino aspects of Penn National's proposed Plainridge Park Casino but will also apply to racing operations at the facility as is the case at all Penn National operated race tracks. Upon the award of racing dates for 2014, Plainridge Racecourse developed and adopted a Responsible Gambling Program designed for the racing operation which is also included in this exhibit. All employees at Plainridge Racecourse have taken responsible gambling training.



Responsible Gaming Program

Draft

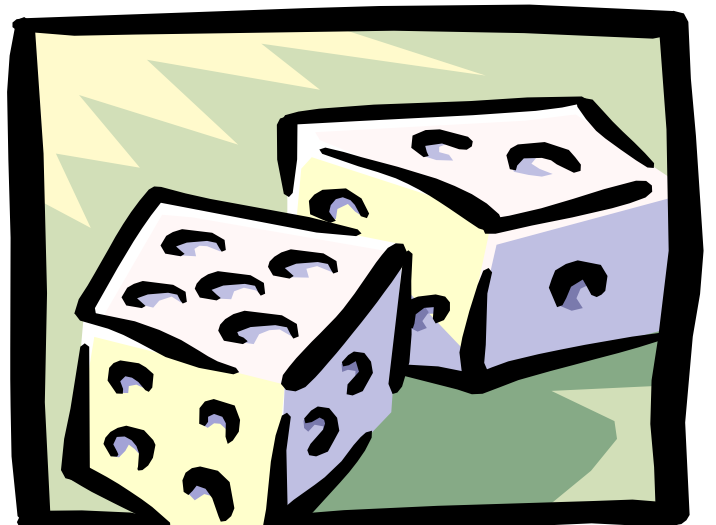


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Exhibit #	Topic
1.	Responsible Gaming Training Program (tbd)
2.	Responsible Gaming Brochure (tbd)
3.	Personal Financial Restriction Enrollment Form

I. Introduction

As a casino and racetrack Operator in the Commonwealth of Massachusetts, Plainridge Park Casino is in the business of providing casino and pari-mutuel racing entertainment. We are proud of the industry we represent and are pleased that gaming has become a true form of acceptable adult entertainment.

Most casino and racetrack patrons see gaming for what it is – simply a form of entertainment. These individuals act responsibly when they game; however, we recognize that not all people are able to exhibit such responsible behavior. Some patrons have problems controlling their behavior, and we recognize this as being an extremely important issue ethically and on a business level. Therefore, Plainridge Park Casino has developed this Responsible Gaming Program which is designed to provide programs and policies that provide help to those individuals who need it while not imposing undue burdens on the vast majority of our patrons who act responsibly.

II. Goals of the Program

The Program's goals are:

- A. To enhance awareness of the issues of problem/compulsive gambling, intoxicated gambling and gambling by underage, excluded and voluntarily excluded individuals for our cast members and patrons;
- B. To facilitate access to information regarding compulsive/problem gambling and treatment; intoxicated gambling; and gambling by underage and voluntarily excluded individuals including information regarding the placement of an individual on the State's voluntary exclusion list;
- C. To establish procedures designed to reduce the chance that an individual with a gambling problem will wager at the facility;
- D. To establish procedures designed to prevent underage, visibly intoxicated, excluded and voluntarily excluded individuals from wagering at the facility either in the casino or at the racetrack;
- E. To establish procedures to ensure that underage, excluded and voluntarily excluded individuals do not receive check cashing privileges; are not issued a player card or sent marketing material; do not receive any service, item or discount; and do not collect any winnings or recover any losses as a result of any gaming activity at Plainridge Park Casino; and
- F. To establish procedures designed to prevent parents from leaving children unattended and to ensure the safety of any unattended children located within the facility or otherwise on the grounds of Plainridge Park Casino.

III. Timetable to Implement

This Responsible Gaming Program shall be effective at the start of gaming operations with all newly hired cast members trained in orientation within 30 days of their start date. The property will conduct an annual refresher responsible gaming training for all cast members.

IV. Individuals Responsible For Implementation and Maintenance of Plan

Plainridge Park Casino shall establish a Responsible Gaming Committee with the VP/General Manager acting as Chairman. The Responsible Gaming Committee is comprised of the following members:

- A. VP/General Manager (Chairman)
- B. VP of Operations
- C. Director of Human Resources
- D. Manager of Security, Risk & Investigation
- E. Food & Beverage Manager
- F. Director of Finance
- G. Compliance Officer
- H. Director of Marketing
- I. Internal Audit Manager
- J. Player Services/Cage Manager
- K. Surveillance Manger
- L. Director of Mutuels

Any other personnel the VP/General Manager believes to be necessary to accomplish the goals of the program will be included on the Committee on an ad-hoc basis.

V. Changes to the Program

The Responsible Gaming Committee of Plainridge Park Casino will continue to refine the program as necessary.

VI. Specific Duties Related to the Responsible Gaming Plan

The following departments/positions or their designees shall be responsible for the implementation of the plan as follows:

- A. ***Responsible Gaming Committee*** – Develops and implements the Responsible Gaming Program. The Committee also monitors compliance with and effectiveness of the program. Suggests changes to the program implements such changes.

- B. **Compliance Officer** - Primary contact person for the Massachusetts Gaming Commission on issues related to responsible gaming.
- C. **Director of HR** – Responsible for ensuring that all newly hired cast members receive responsible gaming training . Ensures that all existing cast members receive refresher responsible gaming training annually.
- D. **Director of Marketing** – Ensures that all individuals who have requested voluntary exclusion, financial restrictions or who have been placed on the State’s voluntary exclusion list are properly entered into appropriate databases.
- E. **IT Manager** – Assigning relevant cast members access to the player tracking system and other relevant databases as needed to allow such cast members to determine if an individual is on any exclusion, voluntary exclusion or financial restrictions list.
- F. **Slot Cast Members** – The Slots Department is responsible for attempting to recognize excluded and voluntarily excluded persons, identification of underage and intoxicated individuals and the prevention of underage and intoxicated gaming. It is also responsible for checking for exclusion or voluntary exclusion status before paying any hand paid jackpot of \$1,200 or more.
- G. **Cage Cast Members** - The Cashier’s Cage is responsible for attempting to recognize individuals who are underage or who are on the exclusion and voluntary exclusion lists attempting to conduct a cage transaction. Cage cast members are responsible for checking for exclusion, voluntary exclusion or financial restrictions status before issuing credit, cashing a check/negotiable instrument, completing a credit card cash advance or issuing a players card.
- H. **Surveillance Cast Members** - Surveillance is responsible for the electronic monitoring of all gaming areas and limited portions of the food and beverage areas in the facility. The Director of Surveillance and all surveillance personnel are responsible for monitoring covered areas for intoxicated individuals, individuals appearing under the age of 21 who are on the gaming floor and/or are engaged in gaming activities and visual identification of excluded and voluntarily excluded individuals.
- I. **Security Cast Members**–The Security Department is responsible for the enforcement and reporting of operational efforts which relate to the prevention of underage gambling, intoxicated gambling and gambling by excluded and voluntarily excluded individuals. This includes identifying and removing intoxicated, underage, excluded and voluntarily excluded individuals from the casino facility.

- J. **Marketing Cast Members** - The Marketing Department is responsible for ensuring that no individuals who are underage or who are on the excluded or voluntarily excluded lists receive player club privileges or direct mail marketing materials. Responsible for preventing casino or racetrack marketing mail from being sent to individuals who have requested to receive no mail.
- K. **Food and Beverage Cast Members** - The Food and Beverage Department is responsible for preventing the serving of alcohol to visibly intoxicated and underage individuals and for notifying the Security Department to prevent persons from gaming after having been determined to be visibly intoxicated. Food & Beverage cast members who serve alcoholic beverages and their immediate supervisors shall be TIPS certified.
- L. **Mutuel Cast Members** – Mutuel cast members are responsible for attempting to recognize excluded and voluntarily excluded persons, identification of unattended children and intoxicated individuals and the prevention of wagers by persons under the age of 18 or persons who are intoxicated.

All cast members will be familiar with the location of information concerning responsible gaming and will be able to direct patrons to that information.

VII. Problem/Compulsive Gambling Policies & Procedures

Cast members are advised through the Responsible Gaming Training Program (see **Exhibit 1 **to be established****) of the following topics related to problem/compulsive gambling:

- Description of the nature and prevalence of problem/compulsive gambling;
- Typical behavioral characteristics and warning signs associated with problem/compulsive gamblers;
- Programs available to help problem/compulsive gamblers;
- Appropriate response to someone overtly inquiring about problem gaming matters;
- Appropriate response to someone who does not overtly request assistance but who is suspected of having a gambling problem.

Problem/Compulsive gambling is an illness for which treatment is available. Once an individual admits to having a problem and seeks help, he/she can be successfully treated. While the ultimate responsibility for recovering from a problem/compulsive gambling problem rests with the affected individual, Plainridge Park Casino has established programs and information resources to assist patrons who are struggling with gambling issues in their lives:

- A. **Responsible Gaming Brochure/Toll Free Helpline**—A brochure has been developed that describes the signs and symptoms that may be indicative of a gambling problem (see **Exhibit 2 tbd**). A patron can review these signs to see if any apply to them. The most important element of the brochure, however, is the toll free gambling helpline. This is the number that an individual can call to receive a referral to a certified problem gambling counselor and/or information on support groups. Help is available 24 hours a day, 365 days a year. These brochures will be available at all ATMs, at the cage, at the Security desk, and at other areas around the property. All cast members must be familiar with the brochures and must know where they are located. Cast members are to offer a copy of the brochure to any patron who inquires about problem gambling issues. If a cast member cannot leave his post, he should direct the patron to the location where the brochures can be found.
- B. **Official Voluntary Exclusion Program List** – Voluntary exclusion programs are designed to allow a patron to restrict themselves from being able to access a casino and racetrack areas. The state of Massachusetts operates a voluntary exclusion program which allows an individual to request exclusion from all casinos in Massachusetts. Persons enrolled in Massachusetts Voluntary Self-Exclusion Program will also be excluded from both casino and racing areas of the facility.

The Commission shall maintain the state of Massachusetts Voluntary Self-Exclusion Program list and shall notify the General Manager of any addition to or deletion from the list by mailing or emailing an advisory in accordance with voluntary exclusion rules and regulations.

Upon receipt of the “Voluntary Exclusion Advisory” from the state of Massachusetts, the General Manager will forward the document to the relevant departments. The Marketing Department will be solely responsible for entering into the player tracking system for each individual on the voluntary exclusion list.

Information furnished to or obtained by the Commission shall be deemed confidential and shall not be disclosed except to facility personnel whose duties and functions require access to the information.

Plainridge Park Casino and its team members or agents thereof will not disclose the name of, or any information about, any individual who has requested voluntary exclusion to anyone other than team members and agents of the Plainridge Park Casino and affiliates of Penn National whose duties and functions require access to such information.

In keeping with Penn National Policy, anyone enrolled in the Massachusetts Voluntary Self-Exclusion Program will also be excluded from all other Penn National casinos connected to Penn’s Marquee Rewards Universal card application. Likewise, person enrolled in a statewide self-exclusion program in any other state that Penn National operates (that is connected through Marquee Rewards) in will also be excluded from Plainridge Park Casino.

- C. **Financial Restriction/Mail Restriction Options** – Financial and mail restriction programs are designed to allow a patron who does not want to voluntarily exclude themselves to still impose some restrictions on their own personal access to casino or racetrack credit, check cashing and credit card cash advances as well as marketing mail.

To enroll in such a program, the patron will give his or her name and other identifying information and specifically request the company to restrict certain financial transactions and/or stop casino or racetrack related marketing mail

1. **Personal Financial/Mail Restriction Program** - This option is administered by the Plainridge Park Casino Security Department. With this option a patron will sign an affidavit indicating that he or she wishes to be financially restricted and/or mail restricted at this property only.
 - The term of the financial and/or mail restriction will last until (and if) reinstatement is requested and granted in accordance with the reinstatement procedures below.
 - Individuals may choose to restrict themselves from financial transactions only, casino and racetrack mail only or both.

A copy of the enrollment form is attached as **Exhibit 3**

Once enrolled, the following actions will be taken:

- a. If Financial Restrictions are requested, the patron's player tracking account (ACSC) will be labeled "*Financially Restricted (HCP)*" so that any cast member accessing the account will know of their status and will refuse them restricted financial services;
- b. The patron will not be allowed to obtain, credit (any existing credit lines will be closed), cash a check or get a credit card cash advance;
- c. The financial restriction only applies to the Plainridge Park Casino property;
- d. If requested by the patron, the patron will also be removed from property promotional/marketing mail lists and the patron's player tracking account will be labeled "*No Mail*"

Reinstatement – To have such financial and or mail restrictions lifted, the patron must send a letter to the Manager of Security requesting reinstatement. The decision on whether to reinstate will be made by the property Responsible Gaming Committee. The Committee's decision will be communicated to the patron via letter.

- D. **Mail Restriction Options** – Patrons can request that the property stop sending them mail for a variety of reasons, many of which have nothing to do with the patron's desire or need to curtail or stop gaming. Such individuals can request that his or her name be removed from the property mailing list so as to prohibit the receipt of marketing material by mail. To do so, the patron must contact a marketing representative in person and make the request. Any patron who wishes to re-establish marketing correspondence has to request such reinstatement to a marketing representative.

Some individuals however, request a stop to mail as a way to help them manage the extent of their gambling activity. These individuals may feel that if they receive no casino or racetrack mail or offers, they will gamble less or will be more likely to gamble within their means. Such a mail restriction may work as the individual had hoped or it may represent a small, relatively easy first step that an individual struggling with a gambling problem takes on their way to taking further action down the road. Individuals requesting a cessation of mail who indicate they are doing so as a means to curtail their gambling activity should be discretely informed of all the responsible gaming programs the property offers and should be given the brochure that includes the problem gambling helpline. If they still only want to restrict mail, they should be directed to sign the formal *Personal Financial/Marketing Restriction Statement Form* as described above (see Item VII-C) and to check the no mail option. Such individuals should also be given the option to check financial restrictions if they so desire.

- E. ***Self-Excluded in other States*** - Most Penn National casino properties are linked together through Penn's Marquee Rewards Player Club. With this program, player cards issued at one Penn property may be used at all other Penn properties connected to the system. As part of this program, a patron enrolled in the statewide self exclusion program at any Penn property connected to the system will also be excluded at Plainridge Park Casino. Likewise, person enrolled in a statewide self-exclusion program in any other state that Penn National operates in will also be excluded from Plainridge Park Casino (if the Penn out of state casino uses Marquee Rewards).
- F. ***Responsible Gaming Office*** – Plainridge Park Casino has established an on-site Responsible Gaming Office located at (*tbd*) that is periodically staffed by a licensed substance abuse/mental health counselor. Guest inquiring about problem gambling issues for themselves or a loved one may be referred to that office when it is open (when closed, security is to be contacted). Hours of operation will be posted on the office door. Security Dispatch will also keep a schedule of Responsible Gaming Office hours.

VIII. Database Information, Access & Confidentiality

Plainridge Park Casino shall use the player tracking system as the primary means to identify excluded and voluntarily excluded individuals. The player tracking system shall also be the primary means to identify financially restricted and mail restricted individuals and to prevent them from completing a restricted transaction.

- A. The player tracking accounts for individuals who are excluded, voluntarily excluded, and financially restricted; and shall include the following flags as appropriate:
 - 1. ***Voluntarily Excluded (MGC): Notify Security*** - Flag for individuals enrolled in the Massachusetts Voluntary Exclusion Program.

2. Voluntary Excluded (Penn): Notify Security - Flag for individuals enrolled in an out-of-state Voluntary Exclusion Program.
 3. Financially Restricted – Flag for individual who has requested a cessation of credit, check cashing and/or credit card advance privileges.
 4. Excluded (MGC): Notify Security – Flag for individuals on the Massachusetts Gaming Commission’s exclusion list.
- B. **Confidentiality** - The identities of individuals on any voluntary exclusion or financial/promotional restriction list are strictly confidential and may not be disclosed for any purpose other than to comply with the voluntary exclusion and financial restriction programs outlined in this document and associated exhibits and Massachusetts law. Disclosure of such names for any other purpose could result in termination of employment for the individual responsible and regulatory action by the Massachusetts Gaming Commission. The property will control access to the names of individuals enrolled in the voluntary exclusion and/or financial restriction program through access controls to the player tracking system. Such controls include:
1. Access Control – Cast members who need access to the names of individuals on the Voluntary Exclusion and Financial Restriction List(s) will be granted access to the player tracking system.
 2. Password Control – Cast members granted such access must input a unique password to access the player tracking system.

IX. Underage Gambling Policies & Procedures

Cast members are advised through the Responsible Gaming Training Program (see **Exhibit 1 **to be established****) of policies and procedures concerning underage gambling. Plainridge Park Casino takes the issue of underage gambling very seriously and has developed policies and procedures to prevent persons under the age of 21 (except for authorized cast members) from accessing the facility or gambling:

- A. **Access** - Individuals under the age of 21 may not enter or be on the gaming area. Security personnel will be stationed at all public entrances leading to the gaming floor in order to prevent access to the gaming area by underage individuals. An individual will be carded by a Security officer at the entrance to the facility if they appear to be under the age of 30. All cast members are responsible for ensuring that an individual under 21 years of age does not enter the gaming area, gamble or consume alcoholic beverages. Any cast member who reasonably suspects an individual may be under 21 has the right and obligation to card that individual (or ask a Security officer to card the individual).

- B. **Wagering Prohibitions** - As described above, Plainridge Park Casino has established procedures to identify underage patrons in the gaming area and to prevent them from entering the gaming area in the first place. As such, individuals under the age of 21 may not wager on any slot or table game or cause others to do so for them, may not receive any benefits or privileges as a result of slot or table game wagering and may not collect winnings or recover losses from a slot or table game wager through any means. Any individual under the age of 21 who is caught gambling will be immediately escorted from the facility and may be arrested for criminal trespass, underage gambling or other charges.
1. **Forfeiture of Winnings**- Any slot or table game credits or winnings by an individual under the age of 21 will be confiscated and the patron will be ejected from the property.
- C. **Over 21 Wristband**- Younger looking individuals in the casino, or individuals attempting to enter the Casino, who are found to be of legal age may be offered (on a voluntary basis) a color coded tamper resistant wristband at the Security Podium as proof of age so they will not be repeatedly challenged for ID.

X. Unattended Children Policies & Procedures

Cast members are advised through the Responsible Gaming Training Program (see **Exhibit 1 **to be established****) of policies and procedures concerning unattended children. All cast members will be on the lookout for unattended children both inside and outside of the facility. For the purposes of this policy, an unattended child will be considered any individual who appears to be under the age of 16 and who is unaccompanied by an adult.

- A. Any cast member who discovers an unattended child shall immediately report this to the Security Department and, if reasonably practical, the cast member shall stay with the child until the arrival of a Security Officer who will proceed as follows:
1. A Security Officer will notify surveillance and will escort the child to Security Dispatch or another safe location. The Security Officer shall not leave the child unattended at any time.
 2. The Security Department will attempt to determine the name of the child's parent(s) or guardian(s). If a name is obtained, the Security Department will attempt to locate the parent or guardian until such time as a parent or guardian with proper identification or proof of guardianship responds to the location of the child:
 - a. Upon arrival, the parent(s) or guardian(s) will be warned against leaving their child unattended at any time and advised of the property's

unattended minor policy. The child will then be returned to the care or custody of their parent(s) or guardian(s). More severe action may be

taken depending on the age of the child and the incident circumstances. Such actions may include banning the parent/guardian from the facility and/or calling local police or child protective services.

- b. In the event the Security Department is unable to locate the child's parent(s) or guardian(s) within one (1) hour or is unable to determine the name of the parent(s) or guardian(s) within one (1) hour, a Security Department representative will contact an appropriate agency such as the local police department or child protective services.

XI. Responsible Alcohol Service Policies & Procedures

Cast members are advised through the Responsible Gaming Training Program (see **Exhibit 1 **to be established****) of policies and procedures concerning responsible alcohol service. Certain positions receive additional responsible alcohol service training through the TiPS program.

Plainridge Park Casino has established these procedures designed to discourage patrons from becoming intoxicated, to prevent serving alcohol to visibly intoxicated patrons and to prevent individuals from gaming after having been determined to be visibly intoxicated. Any cast member who encounters a patron who appears to be visibly intoxicated shall report this information to their supervisor or a Security officer. However, employees of the Food & Beverage, Casino Operations and Security departments have the primary responsibility for enforcing the property's alcohol/intoxication policies.

- A. While our patrons bear the personal responsibility to prevent themselves from consuming alcohol to the point of intoxication, Plainridge Park Casino has established the following policy statements concerning alcoholic beverage service and intoxicated individuals:
 1. A visibly intoxicated patron will be denied entry to the facility;
 2. A visibly intoxicated patron will not be knowingly served alcoholic beverages;
 3. Property staff will make a diligent effort to not allow a visibly intoxicated patron to gamble;
 4. Food & Beverage personnel will not knowingly serve a patron alcoholic beverages to the point where the patron becomes visibly intoxicated;
 5. Food & Beverage personnel will not knowingly serve alcoholic beverages to a minor; and
 6. Property will make a diligent effort to not allow a visibly intoxicated patron to drive a motor vehicle when leaving the facility.

- B. **Training** - The following positions (at a minimum) will be trained in responsible alcohol service:
1. Casino Operations Shift Manager;
 2. All Security cast members;
 3. All Valet cast members;
 4. All Food and Beverage cast members who serve alcohol (or manage those who do); and
 5. All individuals authorized to approve credit.

Plainridge Park Casino will use TiPS training as its primary responsible alcohol service training program.

- C. Visibly intoxicated patrons will be denied entry to the gaming floor by Security personnel stationed at the entrances to the property. Security personnel will attempt through observation to prevent intoxicated persons from gaming and from remaining on the gaming floor. The procedures outlined in the Security Department section below will be followed to ensure that the intoxicated patron does not engage in gaming activities.

- D. **Specific Responsibility for Responsible Alcohol Service** – The following departments/positions or their designees shall be responsible for matters related to responsible alcohol service as follows:

1. **Security Department** - Upon visual observation or notification of any patron identified, or suspected to be visibly intoxicated on the gaming floor or in any Food & Beverage outlet, a Security Officer will notify a Beverage Manager/Supervisor and Casino Operations Shift Manager who shall observe the patron to make a determination if the patron appears to be visibly intoxicated (as set forth in TiPS training materials).
 - a. If the Beverage Manager/Supervisor and Casino Operations Shift Manager determine the patron is visibly intoxicated, either the Casino Operations Shift Manager or Beverage Manager/Supervisor will advise the patron that they will be required to stop drinking and gambling.
 - b. A Security Officer shall remain with the intoxicated patron until arrangements for their safe departure have been secured. The Security Department will make efforts to secure the patron a safe departure, with such efforts to include:
 - i. Locating a sober friend or relative who may have accompanied the patron to the casino who can provide transportation;
 - ii. Offering to call the patron a cab or other transportation;
 - iii. Offering to call a friend or relative for the patron to take them home;
 - iv. Arrange for a nights lodging and transportation to an area hotel; and

Any patron who insists on driving themselves will be told that if they do so local police will be called.

The local police will be notified immediately if the patron becomes confrontational, disruptive or attempts to drive on his own. Any costs for cabs, lodging or other transportation will be the responsibility of the patron.

- c. The Security Department shall document the incident on a Security Incident Report.
2. Surveillance - Upon visual observation of a patron who appears to be visibly intoxicated, Surveillance personnel shall immediately contact the Security Department. The Surveillance Department will monitor the patron as necessary. Surveillance personnel will document the incident on the surveillance log and/or an incident report.
3. Slot Department - Upon observation of a patron who appears to be visibly intoxicated, the slot cast member will immediately contact their supervisor, Beverage Manager/Supervisor or Security representative.
4. Food and Beverage - Although Security staff will be asking anyone that appears to be 30 years old or under for identification, beverage servers also have the right to ID any individual attempting to purchase alcohol to determine if they are of legal age. In addition, beverage servers shall use the strategies, procedures and techniques described in TiPS training to prevent serving a patron to the point of visible intoxication. Beverage servers will not serve alcoholic beverages to a visibly intoxicated patron. A beverage server will notify a Beverage Manager/Supervisor if a patron appears to be visibly intoxicated (as set forth in TiPS training materials). The Beverage Manager/Supervisor will assess the condition of the patron. If the Beverage Manager/Supervisor determines that the patron is visibly intoxicated, the Casino Operations Shift Manager and the Security Department will be notified and the patron will be removed from the gaming floor in accordance with the Security procedures outlined above. If there is a question as to the patron's sobriety, the Beverage Manager/Supervisor will contact the Casino Operations Shift Manager and together they will make the final decision.
5. Valet - Valet personnel will notify the Security Department if they suspect that an individual is intoxicated and attempts to obtain their car to leave the facility. The Security Department will enact the procedures set forth above.

XII. Reports and Notification to the Massachusetts Gaming Commission

- A. A Massachusetts Gaming Commission representative shall be notified of:
1. Any individual under the age of 21 discovered gambling or found on the gaming floor.
 2. Any individual under the age of 21 who was served an alcoholic beverage.
 3. Any excluded or Massachusetts voluntarily excluded person found on the premises.

XIII. Required Signage/Brochures/Gambling Helpline Number/Awareness Activities

- A. Signs containing the following messages shall be posted in a conspicuous location not more than 20 feet from each public entrance and exit to the facility:
1. *“Massachusetts law requires an individual to be 21 years of age or older in order to enter the gaming area or gamble”;*
 2. *“Please Gamble Responsibly - Call 1-800-TBD for help”.*
- B. Signs containing the responsible gaming message described in Item A-2 above shall be posted in conspicuous locations:
1. Within 15 feet of an automated teller machine or ticket redemption unit; and
 2. At reasonable intervals at the cashiers’ cage, mutual windows and any satellite cage.
- C. On the back side of all Player Cards and on the back side of all ticket vouchers, Plainridge Park Casino shall print the phrase *“Please Gamble Responsibly Call 1-800-TBD for help.”*
- D. A brochure (see **Exhibit 2 *tbd***) describing the signs and symptoms that may be indicative of a gambling problem and that includes the toll free help line will be available at all ATMs, cages, Guest Services desk, and at other areas around the property.
- E. A Responsible Gaming Office will also be established within the facility.

XIV. Conclusion

The management and staff of Plainridge Park Casino are dedicated to operating a safe, enjoyable and responsible facility. While ultimate responsibility rests with our patrons for gambling responsibly and consuming alcohol in moderation, this Responsible Gaming Program has been developed to minimize the negative impacts of those few patrons who will not or cannot act responsibly.

Exhibit 1 - Responsible Gaming Training Program:

To be established in accordance with this Responsible Gaming Program upon completion of regulations concerning responsible gaming in Massachusetts.

Exhibit 2 Responsible Gaming Brochure and Toll Free Helpline:

To be established in accordance with this Responsible Gaming Program upon completion of regulations concerning responsible gaming in Massachusetts.



Exhibit 3 to Responsible Gaming Program

Guest Safety Department Personal Financial/Marketing Restriction Statement

I hereby voluntarily request Plainridge Park Casino (“PPC”) to restrict my access to all of the items that I have initialed below:

_____ Credit and Check Cashing Services

_____ Plainridge Park Casino Promotional/Marketing Mail

This personal financial/marketing restriction request becomes effective immediately and cannot be revoked until a minimum of one year after its execution.

Reinstatement - A request for reinstatement of credit/check cashing services and/or promotional/marketing mail must be made in writing to the PPC Guest Safety Department and is subject to review by the Management of PPC. PPC management will make a determination as to whether revocation will or will not be granted and a decision will be communicated back to the petitioner in writing. PPC reserves the right to deny revocation of these restrictions in perpetuity.

I understand that if I attempt to avail myself of any of the aforementioned services (as initialed), PPC may evict me from the property either temporarily or permanently.

I hereby release PPC, and its subsidiaries, affiliates, and related entities and their respective shareholders, officers, directors, agents and employees from any and all damages, claims and liabilities, arising out of or relating in any way to (1) this personal financial/marketing restriction (2) the failure, if ever, of the aforementioned corporation and/or their employees or agents to prevent my access to any of the above marked items (3) inadvertent invitations or solicitations which I may receive from PPC and its subsidiaries, affiliates, and related entities after requesting not to receive those materials.

I _____ hereby request that I restrict my access to all of the above
(Print)
initialed financial/marketing services on this date _____ at _____ hours.

(signed)

Notary¹

(seal)

My Date of Birth: _____

Address: _____

Sec. Sec. #: _____

Witness _____ Title _____

¹ Notarization not required if statement is signed in the presence of a representative of the PPC Security Department as a witness and upon presentation and verification of proper ID.

Plainridge Racecourse
Responsible Gaming Program

General Provisions

Plainridge Racecourse Responsible Gaming Program

GENERAL PROVISIONS

Responsible Gaming Committee

General Manager (Chair)
Operations Manager
Administrative Assistant
Mutuels Manager
Chief of Security

Meeting Frequency

Regular meetings are held quarterly. Additional meetings may be called during the quarter if deemed necessary. The meetings are held the last Wednesday of the last month of the quarter. The participants are listed above.

Program Implementation and Monitoring

The General Manager chairs the meetings and the Operations Manager creates meeting minutes. The minutes are distributed to the committee and kept in a master file.

Quarterly Responsible Gaming Reports

The Operations Manager creates the quarterly responsible gaming report which is submitted to corporate by the 30th of the month after the quarter ends.

Information is gathered from a review of the minutes from the responsible gaming meetings. Timelines are set at the meetings for any new implementations, changes, and/or training. The GM and OM review to see if these requirements have been met.

Changes to the Responsible Gaming Program

All changes are addressed at the responsible gaming meeting. If an issue arises during the quarter, a special meeting may be called. All changes are recorded in minutes of the meeting, which are distributed to the committee members and kept in a master file.

Plainridge Racecourse Responsible Gaming Program

Alcohol

Plainridge Racecourse Responsible Gaming Program

ALCOHOL

TRAINING

Training

- The standard method of training for alcohol awareness is TIPS. Basic alcohol awareness training is given in Employee Orientation once an employee is hired. The following positions should attend TIPS training program and be TiPS certified before they can start work:
 - Servers/Bartenders - Any position serving alcoholic drinks to a patron as well as the direct supervision of those positions.
 - Security - Any customer contact position in the security department as well as the direct supervision of those positions.
- The following positions should attend a TIPS training program and be TiPS certified within 45 days of starting their position:
 - Mutuels – Director/Manager, Supervisor.
 - Customer Service Managers

All TIPS trained employees must be recertified every three years.

Trainer

There is a TIPS trainer available on property. The TIPS trainer has taken the train the trainer course and been certified by the TIPS company. The trainer must be recertified every year.

Trainees

F&B Managers
Wait staff/servers/bartenders
Concession Workers
Customer Service Managers
Security
Mutuels – Director/Manager, Supervisor.

Training Materials

Training materials will be obtained through the TIPS Company. This will include a test given at the end of training. Test results will be kept on file by HR.

Training Schedule & Record Creation and Retention

The training schedule will be handled and monitored by HR and the department managers. A master employee list will show who has been trained and when training occurred to keep up with all new employees and existing employees who need refresher

courses. A copy of the list will also be retained by the Operations Manager in the responsible gaming manual indefinitely.

Signage/Materials

Materials are displayed in the employee break room where the employees clock in/out as a reminder for alcohol awareness.

ALCOHOL

PROCEDURES

Carding

The F&B manager on duty, wait staff and bar servers are responsible for carding Patrons who wish to purchase alcohol. They are required to ask for an ID if they suspect the patron may be under the drinking age (typically persons appearing to be aged 30 years or younger). If the wait staff is uncertain of the validity of the ID, they may ask for a second form of ID. If they are still unsure of the validity of the both IDs, they may ask assistance from the manager on duty. If the manager is unavailable, security will be called. The manager or security will make the final decision whether an ID is valid if the wait staff thinks it is questionable. If the final decision is that the ID is not valid, alcohol will not be served. If a problem arises, the local police department will be called. If a patron cannot provide an ID when asked, they will not be served alcohol.

Serving

No complimentary drinks are served on a regular basis. If a complimentary drink were to be served, the above procedures still apply. Server's should consider TIPS alcohol service guidelines when serving drinks to patron's in order to minimize the chance that a patron will be over-served. These include but are not limited to patron sex and physical size, number of drinks served over time (patron's rate of consumption), types of drinks served, and patron's behavior and appearance. If a problem begins to arise, a slowdown process will be implemented. This may include slowing down the rate at which drinks are served and the types of drinks served or stopping service.

In order to lessen the chance that an underage person will be given alcohol or that an already intoxicated person receives additional alcoholic drinks, caution must be exercised when serving a patron more than one drink. While serving a patron more than one drink (e.g. a shot and a beer) is not uncommon or forbidden, special attention must be paid to such individuals to ensure that they do not become over-served. Additionally, if the patron is ordering multiple drinks so they may give a drink to another person(s), the server should verify that the other person(s) are not underage or visibly intoxicated. If that cannot be verified, multiple drinks should not be served. Once again TIPS service guidelines should be considered when serving multiple drinks.

Servers will monitor patrons at all times during the process. If a patron is visibly intoxicated and/or becomes disruptive to the establishment, they will be cut off from alcohol consumption. A patron who is visibly intoxicated or cut off from alcohol may not continue to gamble. Mutuels and Security will be notified immediately if a patron has been cut off.

Intoxication

F&B, Security & Tellers will all monitor patrons consuming alcohol. If a patron visibly shows signs of intoxication, the manager of the department and/or security will be notified. They will make the final decision if a patron is intoxicated to a point of cut off and/or asked to leave the premises.

Handling Intoxicated Patrons

If a patron will not cooperate with the slow down or cut off process, they will be asked to leave the premises. This is monitored by F&B, Security and the Tellers. We will offer to call a taxi-cab or a friend for a ride, and counsel them not to drive a vehicle. If the patron does not cooperate, the local police department will be called. If they become violent, or other problems arise, they may be trespassed from the premises.

Investigations/Remedial Actions

The GM is notified once a patron has been asked to leave the property and this will also be discussed at the staff meeting to make department heads aware of the situation. If the patron was trespassed, his name and picture (if available) will be kept by F&B, Security, and Tellers and in the master file retained by the Operations Manager. If an employee is suspected to be culpable in allowing a patron to become intoxicated or gamble while intoxicated, a review will be done by HR and the department manager. The GM will make the final decision regarding disciplinary actions for the employee up to and including termination.

Forms

An incident report will be filed by security or the department manager regarding anyone who was determined to be visibly intoxicated. This will be reviewed by the GM and the Operations Manager and kept by the Operations Manager in a master file.

Measure/Monitor

The department managers and GM will monitor and review the employees required to monitor patrons for alcohol usage.

Plainridge Racecourse
Responsible Gaming Program

Problem Gambling

Plainridge Racecourse Responsible Gaming Program

PROBLEM GAMBLING

TRAINING

Training

Every employee will receive responsible gaming training during orientation. Additionally, all employees will receive refresher responsible gaming training at least once a year.

Trainer

The property will designate responsible gaming trainers to perform this training

Trainees

All employees

Training Materials

Training materials are attached as **Exhibit 1**.

Training Schedule & Record Creation and Retention

The responsible gaming training schedule will be handled and monitored by HR and the department managers. A master employee list will show who has been trained and when Training occurred to keep up with all new employees and existing employees who Need refresher courses. A copy of the list will be retained by the Operations Manager in the responsible gaming manual indefinitely.

Signage/Materials

Materials are displayed in the employee break room where the employees clock in/out as well as throughout the building as a reminder for problem gambling.

OTHER

Employee Assistance Plan

To provide free 24 hour assistance to employees who may be dealing with problems in their lives (e.g. addictions or other mental health issues, stress, emotional or family problems, etc), we offer our employees an Employee Assistance Plan (EAP). The EAP is a toll free number that employees can call to reach trained counselors with experience in dealing with these issues. The phone number of the EAP system is in place and the phone number will be posted in the employee break room.

PROBLEM GAMBLING

PROCEDURES

Self Exclusion

In order to assist someone who may be dealing with a gambling problem, the property has established a patron self exclusion program which allows to allow any person to voluntarily bar themselves from the property.

Placement on Self-Exclusion Lists

A patron requesting self-exclusion may place themselves on a Self-Exclusion List by completing the Plainridge Park Self Exclusion Form and having their photo taken. The form allows a patron to self exclude for timeframes of either one (1) year, five (5) years, or a lifetime.

When a person asks about the program or enrolls, the following will be explained to them

- The three timeframes available
- The fact that the enrollee is not automatically reinstated when the timeframe ends but that they must request that the exclusion be lifted in writing and must wait for General Manager to confirm in writing back to the patron whether reinstatement will be granted.
- That once enrolled, the enrollee:
 - May not come on Plainridge Park property
 - May not place a wager
 - May not collect any winnings or recover any losses should they breach their self exclusion agreement.
 - May be arrested for criminal trespass for violating their self exclusion agreement

When a third party (such as a relative) asks for information on self-exclusion for a loved one, the request goes to the General Manager. He will then contact the parties involved and offer assistance.

Once a patron is placed on the self-trespass, all department managers are notified within 24 hours. This information is kept in a Master file by the Operations Manager and with security.

Removal from Self-Exclusion Lists

A request for removal from the self-exclusion program goes directly to the General Manager. A final decision will be then made based on all relevant facts.

Means of Identifying Self-Excluded Person

Visual Identification, Check Cashing and Credit Card Advances are all means of identifying a self-excluded patron.

Means of Preventing Communications to and the Extension of Privileges to Self-excluded Persons

Self-excluded patrons will not be included in any direct mailings.

Handling Self-Excluded Persons

Once a self-excluded individual is identified, security will be notified. Security will ask the patron to leave the premises. If the patron refuses, the local police department will be notified. Any employee can report a self-excluded patron to security. If the trespassed patron has a winning ticket, the ticket will be confiscated.

Investigations/Remedial Actions

The GM is notified once a self-excluded individual has been identified. This will also be discussed at the staff meeting to make all department head's aware of the situation. If an employee is suspected to be culpable in allowing a self-excluded patron to wager, a review will be done by HR and the department manager. The GM will make the final decision regarding disciplinary actions for the employee up to and including termination.

Marketing

All marketing efforts are directly handled by the General Manager.

Forms

A "Request for Voluntary Exclusion Form" will be completed by the individual and filed by security or the department manager regarding the self-excluded patron. This will be reviewed by the GM and Operations Manager and kept by the Operations Manager in a master file.

Measure/Monitor

The department managers and GM will monitor and review the employees required to monitor minors.



**Plainridge Racecourse
Self-Exclusion Statement**

I hereby voluntarily request to self-exclude myself from the racetrack, betting areas and ancillary facilities of Plainridge Racecourse (PRC). I request this self-exclusion to be effective for a minimum period of:

_____ One Year (will continue in perpetuity until reinstatement is granted in accordance with procedures below)

_____ Three Years (will continue in perpetuity until reinstatement is granted in accordance with procedures below)

_____ Lifetime (non-revocable)

I understand that I am requesting PRC to undertake efforts to deny me access to the property and to deny me betting privileges, check cashing and credit privileges, player club benefits, complimentary goods and services, and other similar privileges and benefits. I am requesting that PRC refrain from sending me any marketing and promotional correspondence relating to gambling activities at the facility. I understand that PRC will undertake efforts to implement this request but that the ultimate responsibility for honoring this self-exclusion commitment rests solely with me.

I understand that this self-exclusion will apply to the entire PRC property. I acknowledge that at the current time, this request for self-exclusion will apply only to the PRC property but that PRC reserves the right, but not the obligation, to also impose similar restrictions on me at affiliated facilities.

I understand that if I enter upon PRC property, or engage or attempt to engage in any gambling activity at the facility, I will be removed from the property and that any bet slips or vouchers in my possession may be confiscated without payment and that I may also be arrested and charged with criminal trespass or similar charges.

Reinstatement – Lifetime self-exclusion cannot be revoked. One and three year self-exclusion cannot be revoked until a minimum of one or three years respectively after its execution. All requests for revocation of this statement must be made in writing to the PRC General Manager and is subject to review by the management of PRC. PRC management will make a determination as to whether or not revocation will or will not be granted and a decision will be communicated back to the petitioner in writing. PRC reserves the right to deny reinstatement in perpetuity.

I hereby release PRC, and its subsidiaries, affiliates, and related entities and their respective shareholders, officers, directors, agents and employees from any and all damages, claims and liabilities, arising out of or relating in any way to (1) this self-exclusion, (2) any arrest associated with this exclusion, (3) dishonored betting slips or vouchers after execution of this self-exclusion (3) the failure, if ever, of the aforementioned companies and/or their employees or agents to exclude me, prevent me from gambling or have me arrested if I enter the above described facility, and (4) inadvertent invitations or solicitations which I may receive from PRC, and its subsidiaries, affiliates, and related entities.

I _____ hereby request that I be self-excluded on this date _____
(print)

Notary Seal¹

Signature

My Date of Birth: _____ Soc Sec #: _____

My Address: _____

Witness: _____ Title: _____

¹ Notarization not required if statement is signed in the presence of a representative of the PRC Management as a witness and upon presentation and verification of proper ID.

Plainridge Racecourse Responsible Gaming Program

Minors

Plainridge Racecourse Responsible Gaming Program

MINORS

TRAINING

Training

The standard method of training for the prevention of underage alcohol service will be in TiPS training for those positions that require TiPS training. All employees will also receive information on the prevention of underage alcohol service, underage gambling, and unattended minors in Employee Orientation and yearly responsible gaming refresher training

Trainer

There is a TIPS trainer available on property. The TIPS trainer has taken the train the trainer course and been certified by the TIPS company. In addition, Employees are trained by department managers.

Trainees

TiPS

F&B Managers

Wait staff/servers/bartenders

Concession Workers

Customer Service Managers

Security

Mutuels – Director/Manager, Supervisor.

Other

All other employees receive training on underage issues in Responsible Gaming Training conducted in Orientation and during annual refresher training.

Training Materials

Training materials will be obtained through the TIPS Company and other sources. This will include a test given at the end of training. Test results will be kept on file by HR.

Training Schedule & Record Creation and Retention

The training schedule will be handled and monitored by HR and the department managers. A master employee list will show who has been trained and when training occurred to keep up with all new employees and existing employees who need refresher courses. A copy of the list will also be retained by the Operations Manager in the responsible gaming manual indefinitely.

Signage/Materials

Materials are displayed in the employee break room where the employees clock in/out as a reminder for minor awareness.

MINORS

PROCEDURES

Standards

A patron must be 18 years or older to wager on races and purchase tobacco. They must be 21 years of age or older to purchase and consume alcohol. A minor under the age of 18 must be accompanied by his/her parents/guardians.

Identifying Minors (unattended)

Minors under the age of 18 must be accompanied by a parent or guardian when on the premises. All employees should be on the lookout for minors who appear not to be accompanied by or in close proximity to a parent or guardian. This is especially important for younger children. If an unattended minor(s) is identified, they should be approached and asked where their parent/guardian is. If the parent/guardian can be located they should be reunited and the parent/guardian should be politely informed of the unattended children policy. If the parent/guardian cannot be readily found, then the employee should stay with the children and efforts should be undertaken (e.g. parent/guardian paged) to find the parent/guardian. If the parent/guardian cannot be found then local police should be called.

It is never acceptable for children to be left in a car in the parking lot while the parent/guardian gambles.

Identifying Minors (alcohol, gambling and tobacco)

F&B, Security & Tellers will all monitor minors. If a patron visibly looks to be under the required age for wagering or alcohol, they will be asked for a valid ID before the transaction takes place. A good rule of thumb is to card all individuals appearing under the age of 30 for alcohol service and under the age of 27 for wagering or tobacco purchases. If the ID is questionable, a second form of ID may be asked for. If there is a questionable ID the manager of the department or security will make the final decision if the ID is valid. The TIPS training includes identifying fraudulent ID training. If the ID is deemed invalid, security will notify other departments. If a problem arises, the local police department will be called.

Handling Minors

Security and the department manager will be notified if a minor attempts to or successfully makes a wager, purchases or consumes alcohol or tobacco. The parent and/or adult supervising the minor (if any) will be notified. If any adult is found to either have assisted a minor in this violation or left the minor unattended, the local police department will be called. If the minor has a winning ticket, the ticket will be confiscated and a refund of the wager amount will be given.

Investigations/Remedial Actions

The GM is notified once a minor has made a wager or purchased/consumed alcohol/tobacco. This will also be discussed at the staff meeting to make all department heads aware of the situation. If the minor and/or parents/guardians were trespassed, their name and picture (if available) will be kept by F&B, Security, Tellers and in the master file retained by the Operations Manager. If an employee is suspected to be culpable in allowing a minor to violate the law, a review will be done by HR and the department manager. The GM will make the final decision regarding disciplinary actions for the employee up to and including termination.

Forms

An incident report will be filed by security or the department manager regarding the minor. This will be reviewed by the GM and Operations Manager and kept by the Operations Manager in a master file.

Measure/Monitor

The department managers and GM will monitor and review the employees required to monitor minors.

EXHIBIT 23B-3

As a publicly-traded company, Penn National Gaming, Inc. (“Penn”) has many compliance and reporting requirements. Under the Sarbanes Oxley Act (“SOX”) as well as a variety of state and federal laws, Penn National Gaming is required to develop and continuously certify policies and procedures. SOX narratives are reviewed quarterly and must be certified by all managers, directors, vice presidents and general managers to ensure accuracy. The narratives provide a detailed breakdown of the steps required in each business function to ensure compliance and proper business procedures. The Plainridge Racecourse narratives presently in place are attached as **Exhibit 23B-3**.

Plainridge Racecourse
Wagering Revenue Cycles – 2014

Overview

Plainridge Racecourse generates pari-mutuel wagering revenue under the laws of the Massachusetts Division of Pari-Mutuel Wagering, a division of the Massachusetts Gaming Commission;

- (1) live racing wagering
- (2) import simulcast wagering
- (3) export simulcast wagering on live racing

All reports listed in this documentation are provided to Plainridge Racecourse from the United Tote company unless otherwise noted.

LIVE RACING

Live wagering involves Plainridge Racecourse patrons placing wagers on races conducted at Plainridge Racecourse.

The Liability Report(s) summarizes daily wagering for live racing. Data displayed on the Liability Report is defined as follows:

- (1) wps – amounts wagered for a horse to either win, place, and/or show
- (2) exotic – amounts wagered on a horse in an exotic wager, exacta, trifecta, daily double, superfecta, etc...
- (3) commission – amounts Plainridge Racecourse earns as revenue
- (4) breakage – amounts that exceed specified amounts used to calculate pari-mutuel odds (rounding differences) which are also included as revenue
- (5) payoff – monetary amount of winning wagers and money added as necessary to pay out the minimum \$0.10 on the dollar on winnings
- (6) settlement – the sum of the wps and exotic (handle) reduced by payoff reduced by the sum of commission(s) and breakage and other host/guest fees

This data is entered in the Live Racing.xls spreadsheet file on a daily basis. United Tote generates liability reports on a daily basis.

Pari-mutuel Tax Expense

Plainridge Racecourse incurs daily liabilities for pari-mutuel taxes and daily license assessment fees for live and simulcast wagering. These taxes and assessments are mandated by the state of Massachusetts. Assessment sums to be used are issued at the beginning of each fiscal year other pari-mutuel taxes are calculated based on handle. A settlement tax and assessment form is completed at the end of each month showing taxes for each day's wagering. This form is generated in conjunction with Massachusetts Gaming Commission – Racing Division auditor's reports. Wire transfer pays pari-mutuel taxes and assessments each month after regulatory approval.

Purse Expense

When Plainridge Racecourse conducts live racing wagering, liabilities are incurred to Plainridge Racecourse for purses. These liabilities are calculated in the Purse.xls spreadsheet file.

Financial Statement Accounts Involved

- live racing revenue
- live racing expense
- pari-mutuel tax expense
- daily assessments
- purse expense

Possible Financial Statement Misstatements

- risk that revenues are over and/or understated
- risk that simulcast fees are over and/or understated

Sample Documents

- live racing.xls (spreadsheet file)
- purse.xls (spreadsheet file)

SIMULCAST WAGERING

Simulcast wagering involves Plainridge Racecourse patrons placing wagers on races conducted at tracks other than Plainridge Racecourse .

The Liability Report(s) summarizes daily wagering data by track location. Data displayed on the Liability Report is defined as follows:

- (1) wps – amounts wagered for a dog or horse to either win, place, and/or show.
- (2) exotic – amounts wagered on a dog or horse in an exotic wager, exacta, quiniela, trifecta, daily double, superfecta, etc. . .
- (3) commission – amounts Plainridge Racecourse earns as revenue
- (4) breakage – amounts that exceed specified amounts used to calculate pari-mutuel odds (rounding differences) which is also included as revenue and money added as necessary to pay out the minimum \$0.05 on the dollar on winnings
- (5) payoff – dollar amount of winning wagers
- (6) settlement – the sum of the wps and exotic (handle) reduced by payoff reduced by the sum of commission(s) and breakage

Data is entered in the simulcast spreadsheet file on a daily basis. The simulcast Settlement Report summarizes the Liability Reports by day.)

Simulcast Fees Expense

Plainridge Racecourse incurs daily liabilities for simulcast expense to the tracks Plainridge Racecourse patrons wager on. These expenses are a percent (%) of total monies wagered for a given day. This percentage fee is reflected in a wager agreement between Plainridge Racecourse and a particular track. The simulcast fees are calculated in the Simulcast.xls spreadsheet file.

Simulcast Purse Expense

Plainridge Racecourse also incurs liabilities payable to the Purse fund. These expenses are calculated in the Purse.xls spreadsheet file.

Financial Statement Accounts Involved

- simulcast revenue
- simulcast expense

Possible Financial Statement Misstatements

- risk that revenues are over and/or understated
- risk that simulcast expenses are over and/or understated
- risk that fees are not properly recorded and/or remitted

EXPORT RACING

Export racing involves the wagering on races conducted at Plainridge Racecourse by patrons physically located at other locations.

Simulcast Fee Revenue & Settlement:

Plainridge Racecourse charges these locations a contractual fee based upon monies wagered on Plainridge Racecourse races. These fees are measured in percentages.

Plainridge Racecourse acts as its own settlement agent for export racing. Based upon the payoff, either Plainridge Racecourse owes individual tracks money, or individual tracks owe Plainridge Racecourse money. This “money room” amount is displayed on the Export Liability Report.

The Export Liability Report

Data listed on this report include:

- (1) track location
- (2) handle - sum of amounts wagered on wps and exotic
- (3) money room – net amount of each tracks settlement

The amounts for handle and money room are entered in the Export Sales Summary.xls spreadsheet for each track that wagers on Plainridge Racecourse races.

Pari-mutuel Tax Expense

There is no Massachusetts pari-mutuel tax or assessment fee for export of the Plainridge live racing wagering.

Accounts Receivable/Payable

Detailed settlements for Plainridge Racecourse exports and Plainridge Racecourse imports are maintained on Excel spreadsheets and updated daily. The director of finance reconciles the A/R (exports) and A/P (imports) detailed balances to the general ledger balance on a monthly basis and looks for any unusual or outstanding monies owed over 60 days.

Financial Statement Accounts Involved

- export fee revenue
- export fee expense
- purse expense
- accounts Receivable Export
- accounts Payable Export

Possible Financial Statement Misstatements

- risk that export fees are not properly recorded
- risk that accounts receivable are not properly recorded and/or collected
- risk that accounts payable are not properly recorded and/or paid

Sample Documents

- Export Sales Summary (spreadsheet file)
- Import Sales Summary (spreadsheet file)

Posting Wagering Revenue to the General Ledger

The Director of Finance prepares and posts monthly journal entries for wagering revenue, expenses, receivables and payables. Pari-mutuel tax, and purse expenses are paid through the accounts payable system when applicable.

Plainridge Racecourse
Cash Transaction Cycles-2014

All procedures documented in this section were established to conform / comply with the Massachusetts Gaming Commission regulations and Section 404 of the Sarbanes-Oxley Act of 2002. Plainridge Racecourse has documented its detailed procedures, referred to as "Internal Control Submission" to evidence its compliance.

Cash Receipts

Cash is received from the following sources; gaming revenues, food and beverage sales, program sales, and lottery. [REDACTED]

[REDACTED] (Control #4 & #5) Management has established policies and procedures addressing transaction processing and recording, and the review and approval process for cash receipts, cash disbursements, accounts receivable, and reconciliations. (Control #3) Responsibility for cash receipts, accounts receivable, and cash disbursements is separated from responsibility for reconciling the bank statement. (Control #1)

Mutuel-Teller Procedures

Mutuel-tellers begin their shift with [REDACTED] in cash and coin. Draws are defined as additional funds forwarded to tellers from the money room permitting them to redeem winning tickets and/or vouchers. Returns are monies forwarded from the mutuel-tellers to the money room. As a general security rule, mutuel-tellers are instructed to have no more than \$3,000.00 in their money draw at any given time. At the conclusion of each teller's shift, they return their money drawer to the money room. Money room personnel reconcile each teller's money drawer to the Teller Balance Report provided by United Tote.

Concession Cash Procedures

Beverage Concession staff begin their shift with [REDACTED] in cash and coin. Foods Services Concession staff begin their shift with [REDACTED] in cash and coin. At the conclusion of an employee's shift, the employee prints a summary report. The employee counts and records the cash from their cash drawer on the "Cash-Slip" and returns their "Cash-Bank" and "Cash-Slip" to the Money Room. Money room personnel record and reconcile these amounts and prepare deposit slips for the transfer of funds to the company's bank accounts. The daily sales reports and deposit slips are forwarded to the accounting department for recording.

Programs Cash Procedures

Programs staff personnel begin their shift with [REDACTED] in cash and coin. At the conclusion of an employee's shift, the employee summarizes their sales, and returns all unsold programs. The employee counts and records the cash from their cash drawer on the "Cash-Slip" and returns their "Cash-Bank" and "Cash-Slip" to the Money Room. Money room personnel record and reconcile these amounts and prepare deposit slips for the transfer of funds to the company's bank accounts. The daily sales report and deposit slips are forwarded to the accounting department for recording.

Front Desk Cash Procedures

Front Desk staff begin their shift with [REDACTED] in cash and coin . The primary transactions performed by the front desk are credit card advances. At the conclusion of an employee's shift, the employee summarizes their transactions. The employee counts and records the cash from their cash drawer on the "Cash-Slip" and returns their "Cash-Bank" and "Cash-Slip" to the Money Room. Money room personnel record and reconcile these amounts and prepare deposit slips for the transfer of funds to the company's bank accounts. The daily sales report and deposit slips are forwarded to the accounting department for review.

Cash Transfers

The company maintains several bank accounts. The accounting department has the ability to transfer funds amongst these accounts, as well as to other entities. The manager or another appropriate person periodically reviews interbank transfers and determines that they are recorded properly as to account, amount, and period. (Control #26)

Cash Disbursements

Cash disbursements are made by check for payroll, accounts payable, and other related disbursements related to its operations. All disbursements are made by check, except small payments from petty cash and wire transfers. (Control #10) The accounting office personnel prepares accounts payable disbursements and payroll related disbursements. Checks are signed by authorized signers. (Control #9) Signing of checks in advance is prohibited. (Control #8) Bank accounts and check signers (changes) are authorized by the board of directors or appropriate level of management. (Control #28)

Outgoing wire requests are documented and authorized. Controls (i.e., PINs, test keys, dual signatures) are utilized to validate the authenticity and authority of the originator. (Control #21)

All payroll checks are disbursed from a separate ZBA or impressed payroll bank account. (Control #11)

Checks are pre-numbered, the sequence is accounted for regularly, and unissued checks are controlled and kept in a secure location. (Control #13) Voided checks and other documents are cancelled and retained, when appropriate. (Control #14)

Winning tickets in the amounts of \$5,000.00 and less are redeemed by the company's IRS mutuel tellers in cash. For winning tickets in excess of \$5,000.00, checks are prepared by the accounting department if requested by the winning patron.

Cash on Hand

Cash on hand consists of cash contained in the money room. Cash funds on hand are stored in a secure location. (Control #27) Original receipts for cash disbursements are required and reviewed closely to support petty cash disbursements. (Control #16)

General Ledger

The general ledger function helps to ensure all cash related transactions are properly recorded. The Director of Finance is responsible for reconciling all of the individual cash accounts to the general ledger. Bank Accounts are reconciled monthly and reconciliations are reviewed by the Corporate Financial Analyst. All reconciling items are identified and reconciled in a timely manner. (Control #29)

Banking

Plainridge conducts all of its banking transactions with Foxboro Federal Savings. There are six separate bank accounts currently in use. There are accounts for payroll, general operating, lottery transactions, purse payments, customer wagering funds and outstanding wagering tickets.

Financial Statement Accounts Involved

- Bank accounts
- Cash on hand
- Accounts payable
- Revenue and expense accounts

Possible Financial Statement Misstatements

- Cash receipts recorded but not received or deposited
- Cash receipts stolen or lost before recording
- Cash receipts recorded at incorrect amount
- Cash receipts recorded in wrong general ledger account
- Cash disbursement recorded but not made
- Cash disbursement made but not recorded
- Cash disbursement recorded in wrong period
- Cash disbursement made but not authorized
- Cash disbursement recorded in wrong account

Sample Documents

- Deposit log (spreadsheet file)
- Vault Tracking worksheet (spreadsheet file)

Baseline – Cash and Investments

1. Responsibility for cash receipts, accounts receivable, and cash disbursements is separated from responsibility for reconciling the bank statement.
2. The appropriate level of management or another appropriate person periodically compares actual cash receipts to budgeted cash receipts and disbursements and follows up on significant variances.
3. Management has established policies and procedures addressing transaction processing and recording, and the review and approval process for cash receipts, cash disbursements, accounts receivable, and reconciliations.

Cash Receipts

4. Cash receipts are deposited intact promptly or stored in a secure location. (PPC)
5. Cash receipts are promptly and accurately recorded as to account, amount, and period. (PPC)
6. Restricted endorsements (for example, “For Deposit Only”) are placed on check remittances upon receipt. (PPC)

Cash Disbursements

7. Check signing is independent of the initiator of purchases, approver of purchases, receiving, shipping, preparers of checks, cash receipts, accounts payable, and cash bookkeeping. (PPC)
8. Signing of checks in advance is prohibited. (PPC)
9. Checks are signed by authorized signers and dual signatures are obtained when required. (PPC)
10. All disbursements are made by check, except small payments from petty cash and wire transfers. All payroll checks are disbursed from a separate ZBA or impressed payroll bank account.(PPC)
11. All payroll checks are disbursed from a separate ZBA or impressed payroll bank account.
12. Mechanical check signers and signature plates (physical or electronic), if used, are under the control of the appropriate level of management or another appropriate person who is independent of the initiator of purchases/disbursements approver or purchase.
13. Checks are prenumbered, the sequence is accounted for regularly, and unissued checks are controlled and kept in a secure location. (PPC)
14. Voided checks and other documents are cancelled and retained, when appropriate. (PPC)
15. Checks payable to “cash” or “bearer” are prohibited. (PPC)
16. Original receipts for cash disbursements are required and reviewed closely to support petty cash disbursements.
17. Stale checks are followed up on by individuals independent of accounts payable and cash disbursements functions. (PPC)
18. There are adequate controls over non-check cash disbursements such as debit memos and wire transfers (for example, passwords for individuals authorized to make transfers, bank callback verifications for telephone transfers exceeding a predetermined dollar amount).
19. Appropriate individuals are assigned authority and responsibility for approving, executing, and verifying customer authorization on wire transfers.
20. Wire transfer agreements, signed by the customer and the bank, outline the individuals who are authorized to request (originate) the wire on behalf of the customer, the transfer limits and the procedures to be utilized by the bank and the customer to authenticate the transaction and the authority of the originator – PINs, test codes, callback procedures.
21. Outgoing wire requests are documented and authorized. Controls (i.e. PINs, test keys, dual signatures) are utilized to validate the authenticity and authority of the originator.

22. Test codes, test keys, signature lists, PINs, agreements and other wire transfer documents are secured and access is restricted.
23. Transactions are recorded independent of individuals processing wire requests.
24. Electronic incoming and outgoing wire transfer activity is balanced daily by an individual independent of processing wire requests.
25. Procedures are adequate (including predetermined dollar amount limits) for approving and recording interbank transfers. (PPC)
26. The manager or another appropriate person periodically reviews interbank transfers and determines that they are recorded properly as to account, amount, and period. (PPC)

General Ledger

27. Cash funds on hand are stored in a secure location. (PPC)
28. Bank accounts and check signers (changes) are authorized by the board of directors or appropriate level of management. (PPC)
29. Bank accounts are reconciled monthly and reconciliations are reviewed by the appropriate level of management or another appropriate person independent of cash receipt and cash disbursement functions. All reconciling items are identified and reconciled in a timely manner. (PPC)
30. Subsidiary records such as cash receipts, cash disbursements, and accounts receivable are periodically reviewed by the appropriate level of management or another person independent of the process.
31. The manager or another appropriate person, at least quarterly, completes, reviews, and submits a (disclosure) internal control checklist to corporate for final review.

Plainridge Racecourse
Money Room Transaction Cycles - 2014

Money Room Characteristics

Plainridge maintains a secured room known as the Money Room. The Money Room serves as a central location for the following: (Control #7)

- (1) The custody of currency, coins, tickets, forms, documents, and records normally generated or utilized by mutuel-tellers, F&B, Programs and the Front Desk.
- (2) The exchange of currency, coin, tickets, and/or vouchers

Entry to the Money Room is restricted to authorized personnel.

Daily Cash Summary

Money Room personnel prepare a daily cash summary on the daily balance sheet at the beginning of their shift. When a shift change occurs, the incoming Money Room employee prepares a daily balance sheet while the outgoing employee also prepares one. All transactions that involve the transfer of funds from the Money Room are documented. (Control #10)

Mutuel-Teller Draws>Returns/Final Returns

At the beginning the teller logs on to the tote system with their user-id and password, and prepares a “draw” slip for the total amount of their teller bags. As the remaining tellers begin their shifts, the tellers log-on to the Tote System with their user id and password, and prepare a “draw” slip for \$1,062.00 (Function – 1). One draw slip is printed from the teller machine, signed by the teller and initialed by the money room manager to receive the draw. This procedure is repeated when additional funds are required by a mutuel-teller.

At the completion of the mutuel-teller’s shift, they prepare a final return (Function – R9). The final return records the actual amount of coin and currency that remains at their station. The coin and currency is placed in sealed bag (sealed by the mutuel-teller) along with the Money Room copy of the final return slip. The teller records their name on the cash return slip and returns the bag and slip to the money room. The Money Room counts the return then initials the backside of the cash return slip. (Control #11 & #12)

Voucher (SAM) Machines

Voucher (SAM) machines accept currency from patrons which permits them to prepare a wager and/or receive a voucher with a balance of funds available to wager with. Only Money Room employees have the ability to remove currency from these machines. Periodically, the currency from these machines is removed and returned to the Money Room. These amounts are recorded on a cash slip then balanced against the SAM Activity, or Window Activity Report generated by Tote.

Over/Short

Mutuel-tellers are responsible for their individual shortages. Running balances are kept for all overs and shortages through the Tote system. The Over/Short report displays each seller's balance.

End of Day Procedures

At the conclusion of the day's activity, Money Room personnel count and verify the coin and currency returned in the final returns to the final return bank copy. The total of the draws, returns, and final returns are recorded on the Vault Tracking worksheet and compared to the amounts displayed on the Teller Balance report. The total currency removed from the Bam machines is compared to the SST shortage amount listed on the Terminal Sales Detail report. Any adjustments that were made are also recorded on the worksheet. The figures are all used to calculate the net change in coin and currency from the beginning of the day to the end of the day

A cash-on-hand report is prepared displaying the quantities of each coin and currency denomination contained in the Money Room. This amount is compared to the calculated amount on the Vault Tracking spreadsheet. The Director of Finance reviews this data periodically throughout the month for accuracy and reconciled to the general ledger at month end. (Control #17)

Transportation of Funds

Financial Statement Accounts Involved

- cash on hand
- accounts receivable/payable money room

Possible Financial Statement Misstatements

- cash balance is over/understated
- cash transactions are not properly recorded

Sample Documents

- Cash & Bank Roll Reconciliation
- Deposit Worksheet
- Teller Balance Report
- Over & Shorts

Policy on How the Global Cash Access System Works

1. When depositing money by Credit Card into a win-line account, over the phone all transaction are voice recorded. With step by step procedures.
2. When any customers are asking for a cash advance either by credit card or Check the following steps are placed into the global system.
3. Click on the Quik Cash plus Web Icon. It will open up to a login screen.
4. You must have a Login: the screen will ask for USER ID: and PASSWORD (Click Enter)
5. Click on Icon for Cash Advance
 - Click Retrieve then (Enter)
 - Type in or Scan all the Credit or Debit Card information
 - Expiration Date of the Card
 - The Three Digit Cvvv code
 - The Amount that is being withdrawn from the Card
 - The Date of Birth of the Card Holder (Click OK) or enter
6. When cashing a personal check Click on the Icon that says Check Cashing.
 - The next screen will ask for date of Birth
 - The next screen will ask for check routing numbers, this you will run the check through a check scanner that will read all the information on the bottom of the check when loaded the global system will type the info on the screen excepting the bank check.
 - The next screen will ask how much the customer request to withdraw from there account
 - The next screen will tell them how much the cost of the service fees will be
 - The next and final screen will print out the check with the customer name

 - On the next screen will tell the customer how much the Global System fees will be Charged to their Credit Card. (Click OK) or enter
7. Then you will fill in the customers ID Information (or you will verify the information that is in the system Automatically) Click OK or enter
8. The last an final screen you will fill in the customer's name, address, contact number (or you will verify the information that is in the system Automatically)
(Click OK) or Enter.
9. When the transaction is approved, the receipt (Check) will print. When the customer is in person have the customer sign the signature line on the front of the draft.
10. Write VOID across the customer's personal check (not the electric draft) and return it to the customer.
11. The electronic draft is given to the money room to process from there office to the bank.

Plainridge Racecourse

Financial Statement Reporting Process - 2014

The purpose of the financial reporting process is to quantify and communicate the results of financial operations to management and other interested/related parties. This information assists management in its decision making process as they relate to track operations.

To assist in preparing the company's financial statements, the Accounting Department:

- Identifies users information needs
- Determines due dates for management and state reports
- Establish priorities for management reports
- Communicates due dates to report preparers
- Restricts the distribution of information to only individuals authorized to review this information

Monthly Close Process

The Director of Finance is responsible for ensuring all journal entries are prepared and entered in a timely manner. All journal entries are supported by adequate documentation. The Director of Finance is also responsible for reviewing and reconciling all account balances to ensure they are properly reported. (Control #6 & #7)

The Director of Finance is responsible for ensuring the general ledger accounts are accurately reported and adjusted to meet appropriate deadlines. A month end checklist as well as a monthly deadline report are utilized to ensure all processes are completed and meet all deadlines. All Balance Sheet accounts are reconciled with supporting documentation. (Control #13) The Director of Finance sends approved Quickbooks reports to corporate for consolidation purposes. (Controls #5, 8, 14, 21 & 22)

The Corporate Financial Analyst of Racing performs a signed, secondary review of the journal entries and supporting backup. (Control #24)

Cash

Cash is a major component of the financial statements. The company receives cash from gaming revenues, food and beverage sales, admissions and program sales.

Checkbook reconciliations

Each checkbook is reconciled monthly by the Director of Finance and ensures these amounts agree to the corresponding general ledger accounts.

Accounts Receivable

The company has one major source comprising accounts receivable. The ending balance each month is the net amounts owed either to Plainridge Racecourse or amounts Plainridge Racecourse owes other organizations. The amounts due/to each organization is a combination of fees due Plainridge Racecourse as well as the daily settlement from each track.

Inventory

The company purchases food and beverage items for re-sale. A physical inventory is taken at the conclusion of each month and is valued at its most recent cost. Beginning balances, receipts and sales amounts are compared to ending balances in order to reveal any discrepancies.

Property, Plant and Equipment

Property, Plant and Equipment is stated at historical cost on the Balance Sheet. Depreciation is recorded monthly. Assets are periodically reviewed for impairment, and are written off in accordance with company policy. (Control #15)

Accounts Payable

The vendor ledger balance at each month's end is reconciled to the company's accounts payable account.

Payroll Accruals

The company pays employees each Thursday for the previous week's time worked. Unpaid but earned payroll is accrued at the end of each reporting period. (Control #10)

Other Liabilities

Other liabilities relating to accrued expenses, accrued vacation, accrued pari-mutuel taxes, etc... are calculated and reconciled for each reporting period. The company does not currently have liabilities related to "customer points". (Control #11)

Revenue and Expenses

About 90% of the company's revenue is comprised of wagering revenue. The accounting department maintains spreadsheet files to properly record this revenue. General journal entries are prepared from these files. In addition, revenues are reconciled to the related bank statements.

Cost of Revenues

The company incurs daily pari-mutuel tax and purse related liabilities for each day of operation. The accounting department maintains spreadsheet files to properly record these expenses. Liabilities incurred but unpaid at the conclusion of a reporting period are properly accrued. (Control #9)

Budget

Currently there is only a high level 2014 budget reflecting a planned monthly EBITDA loss of \$150,000.

A complete budget for 2015 is being prepared down to the individual account level with assumption and payroll supporting schedules. (Control #31)

Financial Statement Accounts Involved

- all

Possible Financial Statement Misstatements

- risk that material errors are recorded

Sample Documents

- programs sales (spreadsheet file)
- Monthly Checklist (spreadsheet file)
- Quickbooks Financial Statements (spreadsheet file)



PLAINRIDGE
Racecourse

PLAINRIDGE WIN-LINE

1-866-WIN-LINE.

1-866-946-5463

ITEM #1

**Account Wagering System
Outline**

PLAINRIDGE WIN-LINE

Outline Account Wagering System Operation

1. Applications for Long Term accounts as set forth in 205 CMR 6.21:1b will be offered for the basis of operation of the account wagering system.
 2. The application process will be subject to compliance with 205 CMR 6.23, 6.24 & 6.25
 3. Pertinent patron information will be collected through the application process as outlined in 205 CMR 6.23:1 a through h.
 4. The right of refusal to open accounts will be reserved and a person in violation of MGL 128A sec 10A, will be refused the opening of an account.
 5. The appropriate records will be maintained on all accounts in compliance with 205 CMR 6.27:1
 6. Staffing of telephone clerks will be adequate at all times.
 7. The account wagering system will be equipped with 10 functioning lines. All lines will hunt in sequence and order the call is received.
 8. An information line for account holders will be available along with a website which will also provide information, online application, downloadable application & email link for questions.
 9. Telephone clerks will be supplied with programs for all open events.
 10. Wagers will be accepted by the telephone clerks from account holders calling in by dialing 1-866-WIN-LINE.
 11. Wagers will be accepted during normal business hours of operation.
 12. Wagers will be accepted on pools open in the betting menu.
 13. Wagers will be confirmed and recorded through the voice recording system. A backup system is provided with the voice recorder system. Wagers will not be accepted when the voice recording system is inoperable.
 14. Provisions will be made for IRS withholding on appropriate winnings.
 15. Accounts will be closed in compliance with 205 CMR 6.28.
 16. General calculations concerning payoffs and distribution of pools will be done through United Tote in compliance with 205 CMR 6.29.
-



Plainridge Win Line Deposit / Withdrawal Slip

Name		Deposit	\$
LAST	<i>first</i>		
Address		City	
State	Zip	Withdrawal	\$
Account #	Pin #		
Signature		Date	



Plainridge Win Line
 1-866-Win-Line
Account Wagering Application
 Complete Application and mail to:
 Plainridge Win Line
 Plainridge Racecourse
 301 Washington Street
 Plainville MA, 02762

<hr/>	
<i>First name</i>	<i>Last Name</i>
<hr/>	<hr/>
<i>Address</i>	<i>City</i>
<hr/>	<hr/>
<i>State</i>	<i>Zip Code</i>
<hr/>	()
<i>Email</i>	<i>Telephone</i>
<hr/>	<hr/>
<i>Social security number</i>	<i>Date of birth (m/d/y)</i>
<hr/>	<hr/>
<i>Password</i>	<i>P.I.N. 4 digit number</i>
<hr/>	<hr/>
<i>\$</i>	
<i>Amount of deposit</i>	
<p>Please Read carefully before signing this application</p> <p><i>I certify that I am 18 years of age or older and that the information provided in this application is correct. I hereby request that Plainridge Racecourse issue an account in my name. I agree and acknowledge to be bound by and comply with the Rules and Terms of Account Wagering of Plainridge Racecourse as listed on this application. I acknowledge that those Rules and Terms of Account Wagering are an integral part of this application. By supplying my Social Security Number, I understand that IRS winnings will be credited to my account immediately, minus any mandatory Federal and State withholdings I hereby take complete responsibility for all deposits and withdrawals made to my account with my Account Number Password, and Pin Number.</i></p>	
<hr/>	<hr/>
<i>Signature</i>	<i>Date</i>
<p>Application Must include a copy of a Photo ID</p> <p>Plainridge Racecourse Use Only</p>	
<hr/>	<hr/>
<i>Account Number</i>	<i>Representative</i> <i>Date</i>
<hr/>	<hr/>

Rules and Terms of Account Wagering

1. Agreement

By opening an account with *Plainridge Win Line* you certify that:

- A. You have read and agree to use the account in accordance with the instructions and conditions in these Rules and Terms of Account Wagering or as otherwise communicated to you by *Plainridge Win Line*.
- B. You authorize us to accept, and you agree to be responsible for, all instructions sent to us or to our tote system. By such means as are made available by us, when accompanied by your account number and personal identification number (PIN) and/or password (Password).
- C. You hereby consent to the recording of all Account Transactions including any calls made to our *Win Line Customer service office*.
- D. You are at least 18 years of age. You are familiar with all relevant local laws of the jurisdiction you reside in. You have the legal right to place a wager, and that we have the right to accept your wager.
- E. You acknowledge that the Account is for your personal use only. Any wagers placed by a person other than you are strictly prohibited and will result in the immediate termination of your account. You are legally responsible for all wagering placed through your account using your account number, PIN and Password, whether by you or any other person with or without your knowledge or consent. Until notification has been received by *Plainridge Win Line Customer service office* confirming the cancellation of your account, or that the confidentiality of your Account Number, PIN and Password have been compromised. You bear full responsibility for maintaining the confidentiality of your Account Number, PIN and Password and must do so.
- F. You are placing wagers for personal, private use only, and that you will not make any information, materials or services made available by *Plainridge Win Line* to you available to any person who is not otherwise allowed to access them. This precludes the use of this information, materials or services for commercial purposes, as well as the making of this information, materials or services available to a minor in any way, shape or form.

2. Wagering Services

Plainridge Win Line reserves the right, at its sole discretion and without prior notice to discontinue, deny or alter services offered by *Plainridge Win Line* without creating any obligation or liability to you. *Plainridge Win Line* reserves the right to refuse an account to any person and refuse a wager from any account holder. *Plainridge Win Line* reserves the right, at its sole discretion to terminate and close an account for whatever reason and without explanation. In the event the account has funds in the account the full amount will be refunded to the account holder within five business days. *Plainridge Win Line* shall not establish or maintain an account for any person who is banned or prohibited from entering the premises of an association in the Commonwealth in accordance with M.G.L.c. Chapter 128A section 10A.

3. Acceptance of Wager

Plainridge Win Line shall only accept wagers on events that are in the daily betting menu. You acknowledge that *Plainridge Win Line* shall not be deemed to have accepted any wager until the account clerk has repeated the wager that has been entered, the account holder must confirm that this is the wager and inform the account clerk that he/she accepts the wager. Wagers made by phone or electronically, the recording of the transaction shall be deemed to be the actual wager, regardless of what was recorded by the pari-mutuel system.

4. Deposits and withdrawals

Deposits can be made by mailing, or by presenting in person at *Plainridge Win Line Customer service office*. Cash (only if in person) money order, certified check, personal check, or other negotiable order of withdrawal in the sum of at least \$25.00 along with a deposit slip bearing your account number. With personal checks your account will not be credited with funds until *Plainridge Win Lines* bank clears those funds. This check clearing process will take 7 business days on average.

Withdrawals from your account can be made in person, with valid photo identification and a signed withdrawal slip, during regular business hours of *Plainridge Win Lines customer service center*. A withdrawal request may also be made by mail including a signed withdrawal slip with your account number, password and signature. All withdrawals by mail will be mailed out within 5 business days of our receipt of the request. Accounts will not be permitted, under any circumstances to establish a negative balance or overdraft in your account.

5. Payment Terms

All wagers placed using your account will be U.S. dollars.

6. You are responsible for the payment of all applicable sales, use, gaming or other taxes for products, services, or wagers purchased or placed using your account. In offering account wagering services *Plainridge Win Line* complies with the Internal Revenue Service (IRS) requirements for reporting and withholding proceeds from wagers placed by account holders. Any account inactive for a period of three years will be presumed to be abandoned and proceeds paid to the Commonwealth via the State treasurer under provisions of M.G.L.c. 200A.

7. Passwords and Pin Numbers

It's the account holder's responsibility to protect all personal information for their account. Passwords and PIN numbers shall be not be disclosed to any non-authorized third party for any unauthorized purpose. *Plainridge Win Line Customer service office* must be notified immediately of any unauthorized use of a password, registration profile or any other breach of account security.

8. Indemnification

You agree to indemnify and hold harmless *Plainridge Win Line*, its suppliers, distributors, subcontractors and its affiliates and related entities and their respective directors, officers, employees and agents, from and against all claims, losses, damages, liabilities and costs (included but not limited to reasonable attorneys' fees and court costs), arising out of or relating to your breach of these Rules and terms of Account wagering. The foregoing indemnification obligation shall survive termination of these Rules and Terms of Account Wagering.

9. Disclaimer and Liability

You expressly acknowledge, understand and agree that to the fullest extent permissible by applicable law. *Plainridge Win Line* disclaims all warranties or affirmations of fact, express or implied, including, but not limited to, any implied warranties of fitness for a particular purpose, with regard to products or services provided by *Plainridge Win Line* or any third party. *Plainridge Win Line* does not warrant that any product or service will meet your needs or requirements. *Plainridge Win Line* its officers, directors, employees and agents will not be liable to you or to any third party for any damages of any kind arising from the purchase or use of any product or services including but not limited to, direct, indirect, incidental, exemplary, punitive, and consequential damages. Whether in contract or tort, including, but not limited to, loss of revenue or profits, whether foreseeable or not and whether *Plainridge Win Line* has been advised of the possibility of such damages or not. *Plainridge Win Line* disclaims any liability for misuse or abuse of gaming services or non-compliance with legislation. Any data provided by *Plainridge Win Line* or by a third party supplier, including but not limited to Equibase company LLC. Generally is accurate but occasionally errors and omissions occur resulting in incorrect data being made available to you. *Plainridge Win Line* and any third party supplier of data disclaims all warranties or affirmations of fact or accuracy, express or implied, with regard to such third party data. Because certain jurisdictions to which these Rules and Terms of Account Wagering may be subject do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may be held to be inapplicable in those jurisdictions. In the event the foregoing disclaimer and limitation of liability is held to be unenforceable for any reason, then *Plainridge Win Line* maximum liability for any of the foregoing types of damages shall be limited to the transaction fee for the transaction that gave rise to the claim or \$100.00 whichever is less.

10. Miscellaneous

A. *Plainridge Win Line* shall not be liable for any delay in or impairment of performance resulting in whole or in part from externally caused interference, damage or disruption to network components, transmission (which includes network, electrical or other common systems); irreparable component, transmission acts of God; severe weather conditions, governmental decrees or controls, strikes, labor disputes, acts of war or civil unrest, acts of third parties, inability to ship product or obtain permits and licenses, supplies or raw materials or any other circumstances or causes beyond the reasonable commercial control of *Plainridge Win Line*.

B. The application form and these Rules and Terms of Account Wagering and any related information provided to you are incorporated herein by reference and collectively constitute the entire agreement between you and *Plainridge Win Line* regarding the subject matter hereof, subject to applicable law.

C. These Rules and Terms of Account Wagering are governed by the State of Massachusetts, without giving effect to its conflict of law principles. Jurisdiction and venue for any claim arising under these Rules and Terms of Account Wagering shall lie exclusively with the state or federal courts sitting in the State of Massachusetts. Customer waives any and all objections to such jurisdiction and venue and waives personal service of process and agrees that any summons and complaint commencing an action in any such court shall be properly served and shall confer personal jurisdiction if served by registered or certified mail. Any action or suit brought with respect to these Rules and Terms of Account Wagering shall be tried by a court and not by a jury. Customer waives any right to a trial by jury in any such action or suit. *Plainridge Win Line* retains the sole right to alter or modify these Rules and Terms of Account Wagering, subject to the MSRC approval and will inform you in the event any alterations or modifications are made. *Plainridge Win Line* shall notify the account holder whenever the Rules and Terms of Account Wagering are changed or updated. Such notification occurring before the new rules are applied to the account and including the opportunity for the account holder to close or cash-in the account. The account holder shall be deemed to have accepted the rules of account operation upon opening or not closing the account. At the option of *Plainridge Win Line* disputes between the account holder and *Plainridge Win Line* shall be resolved by an arbitration panel sitting in the State of Massachusetts in accordance with the rules of the American Arbitration Association and any award rendered by such an arbitration proceeding may be entered in any court of competent jurisdiction thereof. The remedies provided in Rules and Terms of Account Wagering for breach thereof by *Plainridge Win Line* or by you shall constitute the sole and exclusive remedies to the aggrieved party, and any and all such remedies which might otherwise be available under the law of any jurisdiction are hereby expressly waived by both *Plainridge Win Line* and the account holder.

EXHIBIT 23 B-4

In 2011, Penn National Gaming, Inc. (“Penn”) issued its first “Racing Guide,” a code of conduct for all participants at Penn National Gaming Racing facilities. Each property issues a Racing Guide on an annual basis in hard copy form with distribution to all horsemen and dissemination on all Penn National Gaming racing websites. The Guide consists of an opening corporate section with policies consistent across all Penn facilities. Each Guide also has a local section where policies and procedures unique to each property are outlined. The Guide has been cited positively in several recent court cases and administrative hearings involving Penn facilities. The Plainridge Racecourse Guide, attached as **Exhibit 23 B-4**, provides management with a roadmap on dealing with individuals not acting in the best interests of Plainridge Racecourse, Penn facilities or racing in general.

2014

HORSEMEN'S GUIDE



PLAINRIDGE
racecourse



Penn National
Gaming, Inc.



Penn National Gaming, Inc.

301 Washington St., Plainville, Mass. 02762

On behalf of Plainridge Racecourse, the newest member of the Penn National Gaming, Inc. family, I welcome you and look forward to working side by side in this exciting time for New England harness racing. As we head into this new era together, it is important to note that much will be expected of our industry as we forge into the future as the Commonwealth's first gaming & racing facility.

This Horsemen's Guide contains core policies that are in place at all racetracks owned and operated by Penn National Gaming, Inc., and details local rules currently in effect for all racing participants at Plainridge Racecourse. These policies are in place to ensure a fair and competitive racing product and to encourage all racing participants to exhibit the highest level of integrity at all times.

With the groundbreaking of *Plainridge Park Casino* behind us, major construction over a compressed timeline will be apparent throughout the season ahead. We are committed to a mutual effort to move this project forward smoothly so all may benefit from a timely opening. While this season may serve as a bridge to many great seasons to come, Plainridge Racecourse is well positioned for harness racing going into the future.

Thank you for your continued support, wishing you the best of racing luck in 2014!

Steve O'Toole

General Manager

508 – 643 – 2500

www.prcharness.com

PENN NATIONAL GAMING, INC.

HORSE RACING GUIDE

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**THE LOCAL RACING GUIDE FOR PLAINRIDGE RACECOURSE FOLLOWS THIS
RACING GUIDE**

INTRODUCTION

The reputation and integrity of Penn National Gaming, Inc. (“PNGI”) and each subsidiary racetrack including Plainridge Racecourse (collectively, “the Racetrack”) are valuable assets that are vital to PNGI’s success and the success of its racetracks. As members of the pari-mutuel wagering and gaming communities, it is necessary for all of us to adhere to the highest standards of integrity, to ensure positive public perception and confidence and maintain the licenses and regulatory privileges of PNGI and all of its Racetracks. As a result, the Racetrack requires all personnel associated with the Racetrack and all persons who hold valid and current racing licenses associated with the Racetrack, or are otherwise permitted on Racetrack’s privately owned property, including, but not limited to, owners, racing officials directly employed by the Racetrack (excluding employees of Racing Commissions or other regulatory bodies), trainers, trainer’s agents, grooms, veterinarians, vendors, pony people, outriders, independent contractors, jockeys, jockeys’ agents, drivers, minors, guests, agents, and anyone else with a racing license or permit (herein collectively referred to as “Racing Participant”), to comply with all rules and regulations as well as the highest standard of professional and ethical conduct. A failure to abide by the rules and policies set forth in the Guide may result in the denial of privileges to enter the Plainridge Racecourse grounds, or a revocation of access to the grounds.

This Racing Guide (“Guide”) covers a wide range of practices and procedures designed to foster integrity and honesty among all participants at the Racetrack. It does not cover every issue that may arise, but rather it sets out basic principles for all the individuals covered by this Guide. In order to maintain privileges to enter and conduct business on our Racetrack grounds, all Racing Participants must be familiar with and comply with all policies contained in the Guide as well as all other applicable laws and regulations. In the normal course of our business, the Racetrack may require individuals to complete and sign various forms, and provide other information as required or requested, prior to being granted access or in continuing with racing privileges at the Racetrack or at any other PNGI property.

No guide or code of conduct can replace the thoughtful behavior of someone conducting their business with a high level of integrity. Therefore, dishonest or illegal conduct will constitute a violation of this Guide, regardless of whether the conduct is specifically addressed in the Guide.

While we expect to periodically give notice relative to updates to the Guide and other matters, because of the fast paced and highly regulated nature of our business, the Racetrack reserves the right to alter or amend any and all of its rules and regulations, at any time, and from time to time, at its sole discretion. Racetrack will use best efforts to communicate such changes, however, it is incumbent upon the Racing Participant to be aware of any changes, updates or modifications to this Guide.



PART 1 – GENERAL

1.1 PERSONAL CONDUCT

All persons covered by the Guide are required to avoid conduct detrimental to the integrity of, and public confidence in, pari-mutuel wagering and gaming. Guidelines promoting ethical and responsible conduct serve the interests of the Racetrack, participants in the sport and the racing industry as a whole. Illegal or irresponsible conduct does more than simply tarnish the offender. It puts innocent people at risk, damages the reputation of others involved in the business, and it undermines public respect and support for the racing industry.

1.2 STANDARDS OF CONDUCT

While criminal activity is clearly outside the scope of permissible conduct, and persons who engage in criminal activity will be subject to the appropriate actions (legal and otherwise), the standards of conduct for persons permitted to conduct business at the Racetrack are considerably higher. It is not enough to simply avoid being found guilty of a crime. Instead, persons must conduct themselves in a way that is responsible, promotes the high degree of integrity our industry relies on, and is lawful. All persons permitted to conduct business on Racetrack property and to use the grounds must abide by the lawful direction of all Racetrack personnel at all times.

Persons who fail to live up to this standard of conduct are subject to action by the Racetrack. For example, action by the Racetrack may be based on circumstances that include, but are not limited to the conduct described below:

A. Dishonest, Offensive or Illegal Conduct

The following activities are prohibited:

- Criminal offenses of any kind;
- Violent or threatening behavior, whether in or outside Racetrack property;
- Conduct that creates a negative public perception of PNGI, the Racetrack or undermines or puts at risk the integrity and reputation of pari-mutuel wagering and gaming in general;
- Violation of Racetrack safety policies or rules; and
- Misrepresentations in any applications/forms and/or in any disclosures or statements to the Racetrack or other regulatory body

B. Medications and Related Issues

The presence of medication in a horse in excess of allowable amounts as stated in the applicable rules and regulations of a recognized jurisdiction, the subsequent confirmation of such an excess by a split sample and the documented verification of such an excess by a recognized jurisdiction's horse racing regulatory authority – defined herein as a “positive test” - is prohibited; *Provided that* when a split sample is not requested, the original test indicating the presence of medication in excess of allowable amounts as stated in the applicable rules and regulations of a recognized jurisdiction constitutes a “positive test” for purposes of the Guide.

A Trainer whose horse in such trainer's care and custody receives a positive test for a Class 1 or Class 2 medication (as determined by the Association of Racing Commissioners International, “ARCI”), or a medication not permitted by the Food and Drug Administration (FDA) in a recognized jurisdiction may not be permitted to participate at Racetrack, or any other PNGI racetrack, upon receipt of information acknowledging a positive test.

Racetrack reserves the right to refuse entry in any race at Racetrack, or any other PNGI track, to a horse that has received a positive test for a Class 1 or Class 2 medication for a minimum period of 30 days from the date of Racetrack notification of positive test. All horses in the care of a trainer receiving a Class 1 or Class 2 positive test may be requested to vacate grounds of Racetrack. An Owner whose horse receives positive test for a Class 1 or Class 2 medication(s) with two (2) different trainers in any recognized jurisdiction will not be permitted to participate at Racetrack, or any other PNGI racetrack, upon receipt of such information acknowledging a positive test. Racetrack reserves the right to deny privileges for an Owner to participate in racing at Racetrack following the receipt of the first positive test for a Class 1 or Class 2 medication of a horse owned by Owner in a recognized jurisdiction. For purposes of this provision, any individual or corporation will be deemed an Owner of a horse if their percentage of ownership requires them to be licensed in the jurisdiction where the positive test occurred.

A Trainer, an individual horse and/or the owner of an individual horse that receives multiple positive tests, without regard for the classification of the medication, may not be permitted to participate in racing at Racetrack or any other PNGI racetrack. In making such a determination, Racetrack may consider the frequency and time span encompassing the period of positive tests; the classification of the medication that are part of the positive tests; the nature and severity of the medication involved in such positive tests; extenuating circumstances regarding the positive tests, and; any other previous conduct that Racetrack deems relevant in making such a determination regarding the positive tests.

Any adjudication process undertaken by a Trainer, Owner or individual associated with a horse receiving a positive test(s) shall not be a determining factor upon Racetrack, or any other PNGI racetrack, for independent actions taken by Racetrack or any other PNGI racetrack within the scope of this Guide.

With the exception of licensed veterinarians permitted to practice on Racetrack grounds, the possession of hypodermics, syringes and medications contrary to any applicable regulation is expressly prohibited and may result in loss of stabling and/or racing privileges.

Racetrack may take any action under this section for any violation of Prohibited Practices Section of ARCI's "Uniform Classification Guidelines for Foreign Substances and Recommend Penalties and Model Rule" as amended from time to time. Such Prohibited Practices include, at this time, possession or use of Erythropoietin (EPO), Darbepoietin, Oxyglobin and Hemopure or any other drug, substance or medication not approved by the United States Food and Drug Administration (FDA) for use in the United States.

C. General Racing Issues

Any person(s) involved in entering or scratching horses that Racetrack reasonably believes has not exercised good faith will be in violation of the Guide. Examples of this conduct include, but are not limited to:

- Entering a race without the intention of racing;
- Entering a horse into a race or causing a horse to be entered into a race for the benefit of another;
- Frequent scratching of horses entered to race; and
- Knowingly receiving a horse through a transfer, or acting as a "program trainer," from/or for individuals not permitted on Racetrack's property or not properly licensed by the appropriate regulatory body. In such cases, a trainer or other individual associated with horse may be required to provide written documentation evidencing such individual is the actual trainer, or that a legitimate transfer has taken place among the former trainer or owner, wholly separated from any matters involving such horse. Documentation that may be required includes, but is not limited to, bank records, checks, receipts or signed affidavits. This requirement is over and above any requirements that may be placed on an individual by any regulatory body.
- Unless Racetrack receives documentation and evidence to its satisfaction that such a complete separation between current and former trainer exists, Racetrack reserves the right to not allow the entering of horses, or entry of horses to the grounds of Racetrack that (1) made their most recent start within 90 days; and/or (2) made their most recent start in the name of a Racing Participant who would not be permitted to participate in racing at Racetrack, whether due to action taken by Racetrack or based on rules and regulations in the applicable jurisdiction.
- In the event an individual is serving a suspension from a recognized jurisdiction, Racetrack reserves the right to not accept entries from individuals who are relatives of the suspended individual or such individuals who worked directly for the suspended individual unless Racetrack has determined otherwise.

D. Illegal Drugs/Alcohol

The use, distribution or possession of illegal drugs is not permitted at any time on grounds of the Racetrack. For the purposes of this rule, an illegal drug is any drug which is not legally

obtainable, or one which is legally obtainable but has not been legally obtained, including prescription drugs not legally obtained and prescription drugs that were prescribed for someone else. Alcohol is not permitted within any Racetrack backstretch area, or in any barns or dormitories located on Racetrack property.

E. No Solicitation Policy

There is a no solicitation policy at the Racetrack, which includes, but is not limited to, circulation of petitions, political flyers, or distribution of literature not approved in advance in writing by the Racetrack. Signs identifying stables and trainers and vendors must be approved and in writing by the Racing Secretary's Office or appropriate Racing or Racetrack Grounds Manager.

F. Mandatory Mortality Reviews

In the event a horse suffers a catastrophic injury or sudden death either during the course of a live race, during training hours or on the grounds of the Racetrack, Racetrack will require the trainer, and/or any other individual associated with the training, racing, care or custody of such horse to participate in a mortality review meeting with Racetrack. Such review meetings shall be scheduled as soon as practical after such incidents occur.

Furthermore, it is the responsibility of the trainer, or veterinarian for trainer, to report the death of any horse under their care or custody, regardless of reasons or circumstances, within eight (8) hours to the proper racing official. No horse may be removed from the Racetrack grounds without such notification and authorization for removal by Racetrack. Racetrack reserves the right to require, at cost of trainer/owner of such horses, a necropsy, examination and removal of any horse that is euthanized or dies, for any reason, on the grounds of Racetrack.

Failure to adhere to this section may result in loss of stabling and/or racing privileges at Racetrack and other PNGI racetracks.

G. Animal Welfare

Any Racing Participant covered by this Guide who handles or treats any animal without regard for the well being of the animal or causes physical injury or pain or suffering to the animal, including excessive or unnecessary training or whipping, in the sole discretion of Racetrack, may lose racing privileges at all PNGI racetracks. Except as required by statute or regulation, it is the sole responsibility of the trainer to ensure that a licensed and competent veterinarian is available at all times to ensure the health and welfare of such trainer's horses and to attend to trainer's horses at all times such horses are on the grounds of Racetrack in any and all emergency situations.

In the event Racetrack receives credible and verifiable information regarding a Racing Participant at Racetrack who knowingly, or without conducting proper due diligence, buys or sells a horse for slaughter, directly or indirectly, such individual(s) may have his or her stalls revoked and may lose racing privileges at all PNGI's racetracks. The Racetrack highly encourages Racing Participants to obtain proper written documentation on the sale or transfer of any horse that they previously raced or was stabled on the grounds of Racetrack and reserves the

right to require trainer or individuals responsible for a horse to provide such documentation. Failure to cooperate under this section may lead to loss of stabling and/or racing privileges at Racetrack and other PNGI racetracks.

H. Treatment of Racetrack Staff/Non-Disparagement

All persons covered by the Guide are required to afford the Racetrack's staff the highest level of professional courtesy and treatment. Racing Participants agree to fully cooperate with the necessary provision of information and any investigation by Racetrack staff.

Any verbal or physical mistreatment of, or inappropriate or disrespectful conduct toward, the Racetrack's staff will be viewed as a strict violation of the Standards of Conduct contained in the Guide.

It shall be a violation of Racetrack's standards of conduct for any person covered by the Guide to disparage PNGI or the Racetrack, or any of their affiliates, employees, staff or personnel, in any manner by any type of medium. This includes, but is not limited to, disparagement by use of the internet, e-mail, and via any social media such as blogs, Facebook, etc.

I. Past Conduct and/or Sanctions

Past conduct and/or sanctions having occurred at other PNGI Racetracks, in other recognized jurisdictions or at other facilities may be considered when evaluating the fitness of an individual covered by the Guide to conduct business on the Racetrack's property. Such evaluations and decisions will be at the sole discretion of Racetrack.

1.3 REPORTING GUIDELINES AND WHISTLEBLOWER PROTECTION

Individuals may, in good faith, report violations or suspected violations of the Guide via written submission made in a timely manner to the Vice President of Racing or Director of Racing at the Racetrack. In addition, there can be no retaliation of any kind against any person for reporting a suspected violation. Any person who feels that they have been retaliated against shall report it as set forth above. Any person who retaliates against someone who has reported a suspected violation in good faith is subject to actions against their Racetrack privileges as described in this Guide.

1.4 ACTING IN GOOD FAITH

Anyone filing a report or complaint concerning a violation or suspected violation of the Guide must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious offense and in violation of the principles contained in this Guide.

1.5 RACETRACK AS SOLE ARBITER

Racetrack is the sole and ultimate arbiter in interpreting and enforcing provisions of this Guide and the Local Racing Guide.

1.6 RACETRACK AS A PRIVATE ACTOR

While Racetrack may consider violations of racing rules in recognized jurisdictions and/or results of medication testing performed by a recognized jurisdiction when exercising its rights against individuals violating provisions of this Guide, Racetrack is a wholly separate and private entity from any state agency or regulatory body and at all times acts independently from any such agencies or regulatory bodies with respect to all persons covered by the Guide.

As Racetrack is duty bound to uphold the law, no efforts by Racetrack to do so shall be construed as Racetrack operating as an instrument of the state.

1.7 FIRE SAFETY

All Racing Personnel shall familiarize themselves with the location of fire alarms, fire prevention signs and all firefighting equipment.

No person shall move, interfere with, damage or hinder the use of smoke detectors, heat detectors or other fire suppression equipment or signage.

1.8 INSURANCE

All persons holding a racing license or permit as a trainer may be required to have workmen's compensation insurance as required by the Racetrack and/or recognized jurisdictional authority or Racing Commission. The trainer shall, upon request by Racetrack or recognized Racing Commission or jurisdictional authority, provide a workmen's compensation certificate and any other documentation Racetrack, Racing Commission or jurisdictional authority may reasonably request evidencing that the foregoing insurance is in effect.

Racetracks may require trainers, on behalf of themselves, and their agents and employees, to maintain comprehensive general liability insurance in a minimum amount prescribed in the Local Racing Guide, which is intended to reimburse Racetrack, and its directors, officers, employees and agents from any and all liability arising from their actions. If such general liability is mandated in the Local Racing Guide, the trainer, upon request by Racetrack, shall provide a certificate of insurance and any other documentation Racetrack may reasonably request evidencing that the foregoing insurance is in effect.

Any vehicle operated on the Racetrack grounds or in the Racetrack stable area must be properly registered with Racetrack and proof of proper insurance will be required upon request. No person shall operate any vehicle on the grounds of Racetrack without a valid driver's license.

Racetrack reserves the right to require Racing Participants to show proof of any appropriate insurance coverage as it deems necessary.

1.9 SURVEILLANCE/RETENTION/INSPECTION

Our business is highly regulated and requires significant oversight including security related measures. As a result, we employ extensive surveillance and security on our property. All individuals entering the grounds at any Racetrack property consent to all surveillance, retention and/or inspection measures employed by the Racetrack on its grounds for both individuals and horses.

The Racetrack may require horses to be placed in a pre-race surveillance program prior to the post time of the race in which they are entered under terms, conditions, policies and procedures prescribed from time to time by the Racetrack.

Racetrack reserves the right to inspect any vehicle entering or exiting the grounds of the Racetrack as well as any piece of equipment brought onto or into grounds of Racetrack by any individual. Failure to allow inspections under this section may result in ejection of individual from Racetrack and all other PNGI Racetracks.

A trainer and his/her veterinarian will ensure that there will be no treatment or administration given to a horse (other than for a documented emergency situation), or medications administered to a horse, on race day, other than the administration of approved race day medication(s) in a respective jurisdiction. Racetrack reserves the right to impose additional requirements for horses scheduled to race, including but not limited to restricting access to horse's stall on race day for purposes other than feeding and general grooming of such horse as well as emergency veterinary care.

Responsibility for each horse in any surveillance program will remain solely with the horse's trainer. In no event will Racetrack assume responsibility or liability for such horse(s).

1.10 ASSUMPTION OF RISKS

All persons covered by this Guide acknowledge that horses, horse riding and racing, horse training and practicing, caring for horses and all other equestrian related activities can be extremely dangerous and routinely involve risk of serious injury, death and/or property damage.

By participating in our industry and choosing to enter the Racetrack premises voluntarily, Racing Participant has and does hereby assume all of the above risks, and releases Racetrack, on their behalf and on behalf of all their family members, and will hold Racetrack harmless from any and all liability, actions, causes of actions, debts, claims and demands of every kind and nature

whatsoever which he or she now has or which may arise out of or in connection with his/her participation in those activities and risks.

PART 2 – RESULT OF GUIDE VIOLATIONS

2.1 RESULT OF GUIDE VIOLATIONS

A violation of any of the rules and policies set forth in the Guide and/or Local Guide may lead to the imposition of sanctions against Racing Participants, including but not limited to:

- (i) suspension of, or loss of privileges, including loss of stabling and/or racing privileges at Racetrack and at all PNGI Racetracks;
- (ii) loss or refund of any or all nomination, declaration and entry fees as well as any deposits on account with Racetrack;
- (iii) eviction from any or all PNGI Racetrack premises; and/or
- (iv) any other remedy available by law.

Subject to Section 2.2 below, the sanctions as set forth by Racetrack for any violation of the rules and policies are final.

2.2 OPPORTUNITY FOR RECONSIDERATION

In cases where Racetrack has ejected a Racing Participant from the property for a period of more than two (2) years, the person subject to such action may seek review of the decision by written request directed to the Vice President of Racing or the Director of Racing at Racetrack which originally issued the ejection and setting forth, in detail, the grounds for the request for reconsideration.

Any review shall not be considered until a minimum of one (1) year has elapsed since the last review of such ejection. Racetrack is under no obligation to grant a review or reconsider a prior ejection.



Plainridge Racecourse Property Guidelines



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SPRINGFIELD GAMING & REDEVELOPEMENT, LLC PLAINRIDGE RACECOURSE

LOCAL RACING GUIDE

Contact Information

Mailing Address: Springfield Gaming and Redevelopment, LLC
c/o Plainridge Racecourse
301 Washington Street
Plainville, MA 02762

Main Phone: 508-643-2500

Website: www.prharness.com

2014 Race Dates: April 16 – December 6
Live Racing Calendar on back cover of this guide.

Racing Office: 508-643-2500, extension 106 -158

Judges' Office: 508-643-2500, extension 128

MA Gaming Commission: 508-643-2500, extension 109

MASSACHUSETTS GAMING COMMISSION

Honorable Deval Patrick	Governor
Stephen Crosby	Chairman, Massachusetts Gaming Commission
Gayle Cameron	Member
Enrique Zuniga	Member
James F. McHugh	Member
Bruce Stebbins	Member
Rick Day	Executive Director
Jennifer Durenberger	Director of Racing

Massachusetts Gaming Commission
84 State Street
Boston, Massachusetts 02109

SPRINGFIELD GAMING & REDEVELOPEMENT, LLC
PLAINRIDGE RACECOURSE
Racing Officials and Personnel

Jay Snowden	Chief Operating Officer, PNGI
John Finamore	Sr. Vice President, Regional Operations, PNGI
Christopher McErlean	Corporate Vice President Racing, PNGI
Stephen O'Toole	General Manager
Domenic Longobardi	Operations Manager
Paul Verrette	Racing Secretary
Anthony Salerno	Presiding Judge
Paul Nolan	Security Director
Annamarie Mancini	Program / Clerk of Course
Richard Flanders	Starter / Patrol Judge
Lenny Calderone	Announcer / Simulcasting
Thomas Johnson	TV / Timing / Photo Finish
Debra Hardy	Horsemen's Bookkeeper
Dr. Michael Duggan	Track Veterinarian



HORSEMEN'S ORGANIZATIONS

Harness Horsemen's Association of New England

P.O. Box 1811
Plainville, Massachusetts 02762

Michael Perpall, President
James Hardy, Vice President
John Coffey, Treasurer
Steve Quinn, Secretary
Frank Antonacci, Director
Robert Bogigian, Director
Donald Guidette Jr., Director
Louis Ferriero, Director
Bill Krikorian, Director

Standardbred Owners of Massachusetts Inc.

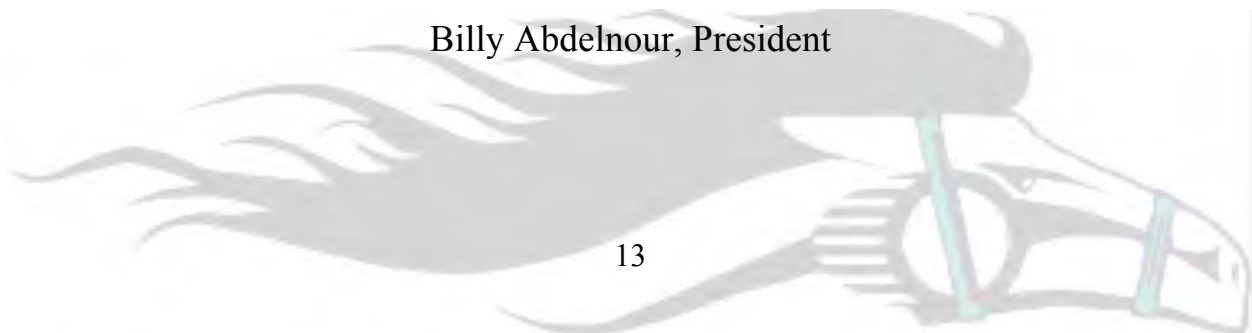
P.O. Box 1682
Plainville, Massachusetts 02762
508-528-1877
508-528-3933 Fax
www.sominc.net

Ed Nowak, President
James Hardy, Vice President
Nancy Longobardi, Secretary Treasurer
Raymond Campbell, Director
Bonnie Rush, Director
Paul Vacca, Director

New England Amateur Harness Drivers Association

301 Washington Street
Plainville, Massachusetts 02762

Billy Abdelnour, President



RACING OFFICE GUIDELINES

The applicable rules of the Massachusetts Gaming Commission (MGC) and/or the United States Trotting Association (USTA) shall be strictly enforced. All licensed persons participating at this meet are presumed to be familiar with these rules. Copies of these policies are available in the Judges' and Racing office, and on the Plainridge Racecourse website. Any future changes to these policies will be prominently posted in those three locations.

All trainers are required to complete, sign and submit a ***Racing Application*** regardless of whether they may or may not desire stalls. Participation in pari-mutuel and qualifying races and training is not permitted until the Racing Secretary approves the Racing Application.

Stable rosters must be kept up to date. Additions to the application must be made to the Racing Secretary weekly by 1 p.m. on Wednesday

Horses are required to have a negative Coggins test which expires no earlier than December 6, 2014. Trainers participating in other jurisdictions should be aware that this may be a different policy than are currently used in those venues and should plan accordingly.

Approved drivers must report with their USTA licenses to the Clerk of the Course. Drivers with expired licenses will be given only one (1) notice to renew. All drivers must give their USTA number to the Race Office at Plainridge Racecourse prior to participation in overnight races or qualifying events at Plainridge Racecourse.

All trainers and drivers must complete the ***“Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement”*** prior to exercising, training or racing any horse on the Plainridge Racecourse track. This is a pre-requisite for qualification to be insured under accident and disability insurance policy, and there shall be no exceptions.

Unless otherwise noted, the race office will open on draw mornings at 8:00 AM and the entry box will close at 10 AM. Trainers are asked to conduct their race office business in an efficient manner and to move along. Please note that the race office is not a “hang out.” There is a lounge and a locker room where horsemen can congregate.

Whenever possible it is requested that trainers make out their own declarations. Trainers shall be held fully responsible for telephone declarations. Entries left on voice mail are done so entirely at the trainer's risk and should be verified with a follow up call. Please note that the racing office will be open for two hours prior to closing of the box, and this should provide ample time for trainers to enter horses either in person or via the telephone.

It is the policy of Plainridge Racecourse that every attempt will be made to race approved horses on a weekly basis. While circumstances may be such that horses occasionally “race back” on short rest, such decisions are made entirely at the Race secretary's discretion. Any horse racing back on short rest shall not do so two weeks in a row.

Race conditions may be altered and any and all events are subject to being combined at discretion of Racing Secretary to create full fields.

Horses entered incorrectly, whether deliberately or mistakenly, may be moved to the class to which they actually are eligible at discretion of Racing Secretary.

Horses may not drop more than one (1) class without permission of the Racing Secretary. Any horse winning its last start, including optional claimers, may be required to move up in class in their next start. Winning horses that do not advance in class may be drawn to the outside.

Horses qualifying at Plainridge Racecourse are expected to make their next pari-mutuel start at Plainridge Racecourse unless approved by Racing Secretary. Failure to adhere to this policy may result in loss of racing privileges.

Performances in Massachusetts Sire Stakes events will not be considered in the classification of overnight events.

Post positions for all events will draw by the USTA computerized draw system. Horses fitting a lower condition may be drawn to the inside. Horses not fitting an original condition may be drawn to the outside.

Draw/scratch schedule will be as follows:

<u>RACE DAY</u>	<u>ENTRY DATE/BOX CLOSES</u>	<u>SCRATCH/DRIVER CHANGES</u>
Wednesday	Saturday @ 10 a.m.	Sunday @ 10 a.m.
Saturday	Wednesday @ 10 a.m.	Thursday @ 10 a.m.
Sunday	Wednesday @ 10 a.m.	Thursday @ 10 a.m..

As of April 1st, 2014 Plainridge Racecourse qualifying standards are as follows:

PACE - 2:03 TROT - 2:05

- Two (2) second allowance for half-mile pari-mutuel tracks
- Two (2) second allowance for three-year-olds
- Two (2) second allowance for purses of \$2,500 or less.
- Allowances are cumulative

Any changes to qualifying standards will be posted on the weekly condition sheet.

During the 2014 meet, qualifying races will be conducted on Saturdays. Qualifying post times and declaration information will be posted on the weekly condition sheet.



JUDGE'S GUIDELINES

All scratches and changes must be processed through the Judges' Office only. Trainers are responsible to check on the status of catch drivers and Also Eligibles with the Judges.

Trainers are responsible for the condition of both their horses and equipment. If an unnecessary delay is caused by faulty equipment or shoeing, the trainer may be fined.

Broken equipment must be shown to the paddock judge or starter immediately after the race. If the equipment is found to be faulty, in the opinion of the judge's, fines may be imposed.

Anyone entering the racetrack must wear a safety vest and a buckled helmet at all times. Wearing sneakers, tennis shoes, or sandals is prohibited. All drivers and trainers entering the track during racing hours must be in clean, full colors that include white pants.

Race day changes must be made in a timely manner. Driver changes made after the program is printed are subject to the approval of the Presiding Judge.

All equipment changes after the formation of the post parade must take place in the paddock in the presence of the Paddock Judge. Equipment changes must not take place on the racetrack.

The judges may place a horse on the Judges' List for poor performance at any time. Horses making breaks in 2 consecutive races on a fast or good track will be required to re-qualify. Horses making a break in 3 consecutive races, regardless of track condition, will be required to re-qualify. Horses placed on the Veterinarians' List must receive clearance from a veterinarian prior to entering into a race.

Veterinarian scratch slips must be provided for horses scratched sick, lame or injured. Veterinarian clearance slips must be provided for those horses before their next start.

Consistent with section 1.2-H of this guide, no profane or abusive language toward racing officials or toward any Plainridge Racecourse Employee will be tolerated. Such actions shall result in a fine or suspension, as well as a possible loss of racing privileges. Abusive language, fighting or any type of disruptive behavior will not be tolerated. Violators will be subject to a fine and/or suspension or possible loss of racing privileges at Plainridge Racecourse.

Horses shall not be left unattended in the paddock at any time. All horses will have an equipment card on file with the Paddock Judge. Trainers are responsible to maintain an up to date and accurate card with the Horse Identifier.



Paddock Procedures

The Paddock Judge's office is for official business only.

The only persons admitted to the paddock are owners, drivers, trainers, and grooms of horses programmed to race on that racing card, and fully appointed officials. No person under the age of 16, including owners, is permitted in the paddock.

All drivers must sign in at the Security Office at least one hour prior to post time for their first race. At that time, all drivers will be administered a Breath Analyzer Test.

Any licensee present in the paddock shall be subject to breathalyzer test at discretion of Judges.

No drivers, trainers, or grooms may leave the paddock until their racing business is over without permission of the Paddock Judge.

No Guests will be permitted in the paddock without the expressed written permission of either the Presiding Judge or Race Secretary.

Equipment changes or adjustments are to be made in the paddock only and must be reported to the Horse Identifier.

All horses will be required to have an equipment card on file. Any changes must be reported to the Horse Identifier upon arrival in the paddock.

Unless approved in advance by the Horse Identifier horses may only go to the stalls assigned to them in the paddock. Any horse not in the proper stall maybe scratched and the trainer fined. Repeated violations of this section may result in loss of racing privileges.

Horses shall not be left unattended in the paddock.

Smoking is prohibited in Plainridge Racecourse paddock with the exception of designated locations.

All horses must be warmed up at least one time around before their scheduled race.



Paddock Arrival & Lasix Times

4:00 P.M. Post

	<u>Post Time</u>	<u>In Paddock</u>	<u>Lasix</u>
Race 1	4:00 p.m.	By 2:30 p.m.	11:30 a.m.
Race 2	4:20 p.m.	By 2:30 p.m.	11:50 a.m.
Race 3	4:40 p.m.	By 2:45 p.m.	12:10 p.m.
Race 4	5:00 p.m.	By 3:00 p.m.	12:30 p.m.
Race 5	5:20 p.m.	By 3:15 p.m.	12:50 p.m.
Race 6	5:40 p.m.	By 3:30 p.m.	1:10 p.m.
Race 7	6:00 p.m.	By 3:30 p.m.	1:30 p.m.
Race 8	6:20 p.m.	After Race 2	1:50 p.m.
Race 9	6:40 p.m.	After Race 3	2:10 p.m.
Race 10	7:00 p.m.	After Race 4	2:30 p.m.
Race 11	7:20 p.m.	After Race 5	2:50 p.m.
Race 12	7:40 p.m.	After Race 6	3:10 p.m.

All lasix administration will take place under the supervision of the Massachusetts Gaming Commission. Per MGC 3.29.6b no lasix shall be given less than four (4) hours prior to post time of the individual race.



Paddock Arrival & Lasix Times

1:00 P.M. Post

	<u>Post Time</u>	<u>In Paddock</u>	<u>Lasix</u>
Race 1	1:00 p.m.	By 11:30 a.m.	8:30 a.m.
Race 2	1:20 p.m.	By 11:30 a.m.	8:50 a.m.
Race 3	1:40 p.m.	By 11:45 a.m.	9:10 a.m.
Race 4	2:00 p.m.	By 12:00 p.m.	9:30 a.m.
Race 5	2:20 p.m.	By 12:15 p.m.	9:50 a.m.
Race 6	2:40 p.m.	By 12:30 p.m.	10:10 a.m.
Race 7	3:00 p.m.	By 12:30 p.m.	10:30 a.m.
Race 8	3:20 p.m.	After Race 2	10:50 a.m.
Race 9	3:40 p.m.	After Race 3	11:10 a.m.
Race 10	4:00 p.m.	After Race 4	11:30 p.m.
Race 11	4:20 p.m.	After Race 5.	11:50 p.m.
Race 12	4:40 p.m.	After Race 6	12:10 p.m.

All lasix administration will take place under the supervision of the Massachusetts Gaming Commission. Per MGC 3.29.6b no lasix shall be given less than four (4) hours prior to post time of the individual race.



DRIVERS

Drivers wishing to compete at Plainridge Racecourse must apply in advance to the Judges. Plainridge Racecourse reserves the right to not allow any driver to compete at its discretion. The following information pertains to all drivers competing at Plainridge:

Provisional Drivers must report to the Judges prior to their first start.

No one under the age of 18 shall drive at Plainridge Racecourse in qualifying or Plainridge Racecourse sponsored overnight events regardless of license classification.

All drivers must call the Judges between 8 a.m. - 10 a.m. regarding driver assignments. (Sunday for the Wednesday draw and Thursday for the Saturday-Sunday draw) The phone number to call is 508-643-2500 Extension 128.

Drivers must notify the Presiding Judge with their choice of driving assignments when listed on multiple horses in a race.

If necessary, driver assignments will be assigned at the discretion of the Presiding Judge.

All drivers must sign in at the Security Office at least one hour prior to post time for their first race. At that time, all drivers will be administered a Breath Analyzer Test.

Post Parades are expected to be tight and orderly.

All horses must post parade. A driver or trainer may be penalized for failing to parade their horse unless excused by the Judges. A horse may be held at the Paddock with the Judge's permission. All horses are required to go once around the track unassisted prior to the post parade of their respective race. Horses that fail to meet this requirement may be placed on the Judge's List and the trainer of record may be fined.

Drivers will parade and score the horses they are scheduled to drive. Any driver unable to do so must give proper notification to the Paddock Judge in advance.

Drivers who are concerned with the soundness or equipment of any horse shall notify the Starter any time prior to the word "Go".

All horses shall go the course, except in the case of an accident or broken equipment. If a driver is unable to continue, he or she must take the horse to the outside fence until the race is completed. If the horse has suffered an injury and is unable to complete the course, the driver shall dismount and hold the horse along the outside fence until the race is completed. Lamé horses shall not be driven back to the Paddock. In such instances drivers should wait for assistance to remove the horse from the track.

All drivers involved in an accident, no matter how slight, are required to be examined by the Medical Staff.

Drivers must file all Objections with the Starter in the turn past the Finish Line immediately following the race, stating the number of the offending horse, where the incident occurred, and the nature of the violation. The driver must then immediately return to the Paddock Judges Office. Late Objections will not be accepted.

While on the racetrack, drivers will refrain from talking with other drivers and members of the public.

Drivers must keep both feet in the stirrups at all times except to pull earplugs. Any other incidents of a foot out of the stirrup may be considered kicking and could result in a fine and/or suspension.

Drivers shall set and maintain a pace comparable to the class in which they are racing. Failure to do so by going an excessively slow quarter or at any other portion of the race that changes the normal pattern, overall timing or general outcome of the race will be considered a violation and may be subject to a fine and or a suspension.

A penalty may be imposed, for driving in a half-in, half- out position

Any driver leaning back excessively in the bike may be subject to a fine.

Drivers must make every effort to stay outside of the pylons. Disqualifications, fines and/or suspensions may be imposed for leaving the course.

Drivers must keep both hands in the handholds at all times. One handed whipping is not allowed.

The use of the whip and/or reins on a horse that fails to respond shall be a violation. Reins shall not be used in a whip like fashion.

Excessive use of the whip, in any style or fashion, and/or using the whip after the finish of a race shall be considered a violation resulting in a fine and/or suspension.

Horses may be placed and the driver found blameless provided every effort has been made to avoid interference.

Unless warming up horses on the racetrack or obtaining permission from the Judges to leave, drivers shall remain in the paddock until all their engagements are completed.

DRIVERS ON AND OFF THE RACETRACK ARE REMINDED THEY ARE PUBLIC FIGURES AND MUST CONDUCT THEMSELVES ACCORDINGLY.



TRAINERS

All trainers participating at Plainridge Racecourse are required to complete, sign and submit a racing application as well as a liability waiver as set forth in the Racing Office section. Participation in pari-mutuel races, qualifying races, and training is not permitted until such paperwork is approved and on file in the race office.

All trainers are to be familiar with section 1.2 of the Penn National Racing Guide, paying particular note to sections regarding horse mortality and animal welfare policies.

All trainers are to be familiar with the regulations of the Massachusetts Gaming Commission (MGC) including the 2014 MGC Trainers Reference Manual for Plainridge Racecourse <http://massgaming.com/wp-content/uploads/Plainridge-Trainer-Manual-2014.pdf> and the United States Trotting Association (USTA). The MGC regulations will take precedence. All trainers and their grooms must have a current MGC license.

Trainers should be familiar with MGC medication regulations and policies, particularly those pertaining to the administration of lasix and to TCO2 testing. Some of these are new for 2014 and may deviate from past practices.

Trainers are responsible for the proper declaration of their horses, and are also responsible for providing the required paperwork (i.e. Coggins' Tests and claiming authorizations) to the racing office for all horses under their care.

Trainers of record are responsible to name drivers for their horses and to insure the driver's appearance. On race day trainers must make all changes in a timely manner. All trainer changes are subject to the approval of the Presiding Judge.

Trainers of record shall be held fully responsible for horses being in the paddock at the prescribed times. Trainers who will be absent from the paddock shall be held responsible for notifying the Presiding Judge of the name of the person in charge of their horses. Trainers habitually absent may be subject to sanction by the judges. **Present or not, all trainers are responsible for the horses under their care, as well as those persons in their employ.**

Trainers may be held responsible for horses that show a dramatic form reversal or inconsistent performances.

At the Presiding Judge's discretion, conflicts of interest will be addressed. However, trainers are responsible for notifying the Race Office of any possible conflict of interest. Failure to do so may result in all horses involved being scratched and the trainer being fined.



STARTER'S GUIDELINES

Immediately after the post parade, drivers will turn their horses and score in front of the grandstand. Drivers should listen for the Starter to instruct them when to turn for the post parade and when to assemble for post time.

Horses shall parade in order, 1-2 lengths apart. All horses must score in front of the public at least one time.

With the permission of the Starter and the Presiding Judge, an individual horse may be held during the post parade. Such horses must be held at the paddock gate, under the supervision of the Paddock Judge. Permission must be requested in advance.

After the formation of the post parade, any adjustment of harness or other equipment must be made under the supervision of the Paddock Judge. Trainers are responsible for their equipment to be in proper and safe condition. If you have broken equipment during the race, report it to the Starter immediately after the race is over.

Drivers are expected to stay tightly bunched during the final score before a race; and respond together to the Starter's call to post.

All horses should be on the gate at the start of the race. Crossing over or backing out early at the start of a race will not be tolerated and may be subject to a fine.

There will be NO recalls for breaking horses. There will be a recall for a horse with broken equipment; for interference with another horse; if a horse falls before the word "go" is given; for a mechanical failure of the starting gate or if a horse scores ahead of the starting gate.

Schooling will be conducted on a weekly basis. The day(s) and time(s) will be advertised on the condition sheet.



CLAIMING INFORMATION

Claiming forms will be available at the Reception Desk in the lobby of the grandstand.

All claims must be completed no less than 15 minutes prior to the scheduled post time.

All persons submitting a claim must hold a valid USTA and MGC License.

Cash or a certified check made payable to Plainridge Racecourse for the full amount shall accompany the claim. Funds must include claiming price with allowances, and Massachusetts state sales tax (6.25%)

A separate check or money order for \$35 made payable to the USTA must be included with the Claim Form.

Multiple claims on the same horse will be drawn by lot by the judges.

All claims will be announced during the post parade.

The Paddock Judge will notify the successful claimant or his representative. Any successful claimant or representative shall have the right to measure the horse's hobbles and overcheck.

Trainers stabled on the grounds must receive stall approval prior to submitting a claim. In all other instances a claimed horse must leave the premises.

Per MGC rules, a horse claimed out of a claiming race shall not race at any other track until the close of the season at Plainridge Racecourse or for sixty (60) days, whichever is the shortest period of time.

All prospective claimants are to be familiar with Title 26 of the Anti Money Laundering section of the Bank Secrecy Act.

Plainridge Racecourse reserves its right to reject any potential claimant seeking to file a claim under the MGC open claiming regulation.



PURSE DISTRIBUTION

Unless otherwise indicated purse distribution for all races will be as follows:

50%	1 st place
25%	2 nd place
12%	3 rd place
8%	4 th place
5%	5 th place

Horses finishing behind 5th place will receive \$65.00, driver \$10.00, no fee for the trainer.

Trainers will receive 5% that shall be subtracted from the owners share.

Drivers will receive 5% or \$15 whichever is greater that shall be subtracted from the owners share.

Purse check will not be released without a “2014 Plainridge Racecourse Purse Authorization” and current W-9 on file. Such paperwork is available in the Racing Office, and on the track website, www.prcharness.com.

Purse checks can be either be picked up or mailed. Purse checks to be picked up will be available at the switchboard beginning on Wednesdays.

Purse Checks will only be distributed to individuals who present proper identification.

Individuals are only allowed to pick up their own purse checks. Purse checks will not be released to third parties.

SAFETY RULES

Smoking is prohibited within the confines of the barn area. Smoking is permitted in designated locations outside the barn area.

Access to sprinkler rooms and fire extinguishers shall not be limited in any manner. Sprinkler rooms are not to be used for storage.

Storage of containers of flammable materials (gasoline, kerosene, propane, etc.) or containers that formerly held flammable material is prohibited.

Submersible heaters used for cooking or feed or heating of water are not permitted in any area.

Heat Lamps are not permitted in the barns.

Fans will be inspected by security personnel and upon notice of unsatisfactory inspection the equipment will be taken out of service immediately.

BARN AREA

The Race Secretary grants stabling privileges and requests should be so noted on the Plainridge Racecourse Racing Application and updated when necessary. The Director of Security will make individual stall assignments.

All persons stabled in the barn area must familiarize themselves with the appropriate rules and regulations of the Massachusetts Gaming Commission and Penn National Gaming. Trainers should particularly note sections 1.7 through 1.10 of this guide.

In order to enter the Plainridge Racecourse backstretch for racing, qualifying and/or training purposes, all horsemen must present at the Stable Gate any documentation as required by the Massachusetts Gaming Commission or by this guide, which may include, but is not limited to:

- Names of individuals in vehicle(s)
- Proof of Massachusetts Gaming Commission license of all individuals
- Name of Horse(s)
- Location horse(s) shipping from
- Evidence of Negative Coggins Test within past year (if not already on file)
- Sign off of required Plainridge Liability Waiver Forms (if not already on file)

Horses may not leave the grounds once they have checked in at the stable gate on the day they are racing until they have completed their racing engagement.

All vehicles entering Plainridge Racecourse stable area are subject to search at any time. Failure to adhere to requests by Security or authorized agents of Plainridge Racecourse to conduct such searches will result in immediate revocation of racing, stabling or ship-in privileges.

Horsemen assigned stall space or ship in stalls must keep stalls and all adjoining areas in acceptable condition. No horses may be kept overnight in ship-in stalls except with approval of Racing Secretary. Failure to adhere to these rules may result in loss of ship-in privileges.

Manure and trash must be disposed of the proper containers. Trash containers are for barn area trash only. No person shall bring trash from off site to be disposed of in trash containers. It is the responsibility of anyone with allotted stalls to keep the trash manure areas neat and orderly.

Minors under the age of 16 must be accompanied by a licensed adult at all times while in the barn area, minors are not allowed in restricted areas.

Dogs are not allowed in the barn area.



RACETRACK

The racetrack will be open for jogging and training from 6 A.M. until 2 P.M. on non-race days.

The racetrack will be open for jogging and training from 6 A.M. until 12 Noon on live race days with a 4:00 P.M. post time.

The racetrack will be open for jogging and training from 6 A.M. until 10 A.M. on live race days with a 1:00 P.M. post time.

All individuals using the racetrack should take notice and be aware of the likely presence of equipment for track maintenance. Such equipment will have the right of way.

The practice of “line driving” and the early stages of jogging young horses is restricted to the final hour of racetrack availability and shall take place on non-racing days only.

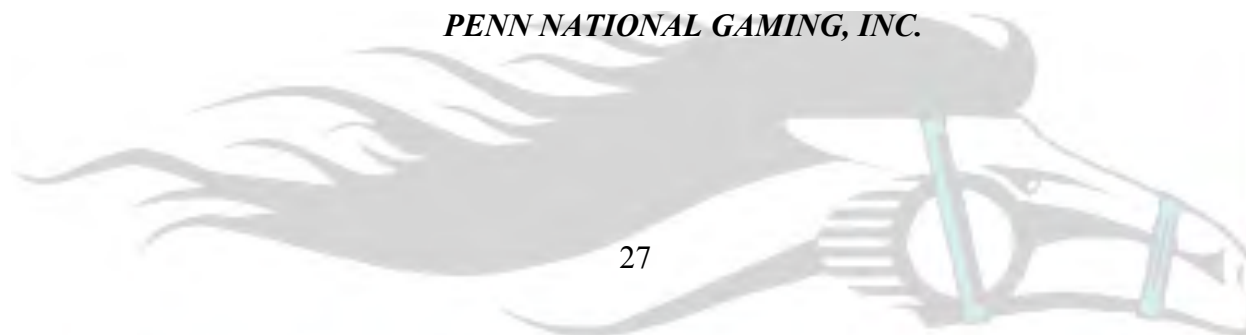
No jogging in the confines of the barn area. Towing of horses is allowed before 8 A.M.

Safety helmets and protective vests must be worn on the track at all times.

Any person using the racetrack must possess a valid license issued by the Massachusetts Gaming Commission.

All horses shipping onto the Plainridge Racecourse grounds to train must use the race paddock. Horsemen must check in at the stable gate and are bound by all of the policies in this section.

CONTENTS OF THIS GUIDE ARE SUBJECT TO CHANGE OR ALTERATION AT ANY TIME AT THE DISCRETION OF PLAINRIDGE RACECOURSE OR PENN NATIONAL GAMING, INC.





Penn National
Gaming, Inc.

Please visit and patronize our business partners in
Plainville and our Surrounding Communities.

3 Restaurant – *Franklin*
Aunt Aleda’s Bakery and Country Kitchen – *Mansfield*
Best Buy – *North Attleboro*
Chieftain Pub – *Plainville*
Eagle Brook Saloon – *Wrentham*
Fresh Catch – *North Attleboro*
Hampton Inn – *Franklin*
Holiday Inn Express – *North Attleboro*
Incontro Restaurant & Lounge – *Franklin*
Live Nation/Comcast Center – *Mansfield*
Nolan’s Flowers & Gifts – *North Attleboro*
Northeast Data Destruction – *Plainville*
Renaissance Hotel – *Foxboro*
Residence Inn – *Franklin*
South Street Pizza – *Plainville*
The Flower Studio – *North Attleboro*
The Looking Glass Café – *Wrentham*
The Tavern from Tower Square – *Plainville*
Towne Square Jewelers – *North Attleboro*
Wentworth Hill Golf Club – *Plainville*
Wrentham Village Premium Outlets – *Wrentham*

Ava’s Market – *Plainville*
Box Seats – *North Attleboro*
Café Assisi – *Wrentham*
Cibo Matto Caffè – *Mansfield*
Fresh Catch – *Mansfield*
Fitzzy’s Pub – *Plainville*
Hawthorne Suites – *Franklin*
Holiday Inn Express – *Plainville*
Miller Recycling – *Mansfield*
Newton Airport Express – *Newton*
Padula Brothers – *Raynham*
Red Stone Grill – *North Attleboro*
Residence Inn – *Foxboro*
Right Touch Spa – *North Attleboro*
Star Petroleum Company – *Foxboro*
The Lafayette House – *Foxboro*
The Pastry Box – *Plainville*
The Terrace Café – *Wrentham*
Trattoria Della Nonna – *Mansfield*
Zinc Spa – *Wrentham*





2014 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	24	25	26
27	28	29	30			

MAY						
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18	19	20	21	22	23	24
25	26	27	28	29	30	31

JUNE						
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29	30					

JULY						
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AUGUST						
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SEPTEMBER						
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OCTOBER						
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NOVEMBER						
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DECEMBER						
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21	22	23	24	25	26	27
28	29	30	31			

4:00 PM Post Time

1:00 PM Post Time

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 – Sr. VP/General Counsel
- Frank Donaghue – VP Chief Compliance Officer
- Gregg Hart – VP. Internal Audit
- Jim Baldacci – Deputy Chief Compliance Officer

Audit Committee members:

- John Jacquemin (Chairman) - 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 – Sr. VP/General Counsel
- Saul Reibstein - Executive VP, CFO
- Gregg Hart – VP. Internal Audit
- Frank Donaghue – VP Chief Compliance Officer
- Andrew Ranalli – VP, Corporate Controller
- Robert Ippolito – VP/Secretary/Treasurer
- Chris Rogers – VP, Senior Corporate 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.

**AUDIT COMMITTEE OF THE BOARD OF DIRECTORS OF
PENN NATIONAL GAMING, INC.
CHARTER**

I. PURPOSE

The Audit Committee (the “Audit Committee”) of the Board of Directors (the “Board”) of Penn National Gaming, Inc. (the “Company”) shall assist the Board in monitoring (a) the integrity of the financial statements of the Company, (b) the independent auditor’s qualifications and independence, (c) the performance of the Company’s internal audit function and independent auditors, and (d) the compliance by the Company with certain legal and listing requirements. The Audit Committee’s primary duties and responsibilities include:

- Serving as an independent and objective party to monitor the Company’s financial reporting process and internal control system.
- Reviewing and appraising the audit efforts of the Company’s independent accountants and internal auditors and monitoring their independence.
- Maintaining free and open communication with and among the independent accountants, the internal auditors, financial and senior management of the Company and the Board.

In discharging this oversight role, the Audit Committee is empowered to investigate any matter brought to its attention and any other matters that the Audit Committee believes should be investigated. The Audit Committee may at any time engage, at the expense of the Company, independent counsel or other advisors, as it deems necessary to carry out its duties. The Audit Committee will primarily fulfill these responsibilities by carrying out the activities enumerated in Section IV of this Charter.

While the Audit Committee has the responsibilities and powers set forth in this Charter, it is not the duty of the Audit Committee to plan or conduct audits, assure compliance with certain laws and listing standards, assure compliance with the Company’s Code of Business Conduct, or determine that the Company’s financial statements are complete and accurate and prepared in accordance with generally accepted accounting principles. These duties are the responsibility of management.

II. COMPOSITION

The Audit Committee shall be comprised of no fewer than three directors, each of whom shall meet the “independence” requirements of NASDAQ and the rules and regulations of the Securities and Exchange Commission (the “Commission”). All members of the Audit Committee shall be able to read and understand fundamental financial statements, including a company’s balance sheet, income statement, and cash flow statement at the time of his or her appointment to the Audit Committee. The Company is responsible for providing the Committee with educational resources pertinent to the Company and other matters as may be requested by the Committee. At least one member of the Audit Committee shall be a financial expert as defined by the Commission within the time prescribed by applicable law or listing standards, or the Company will publicly disclose why it does not comply with this requirement.

The members of the Audit Committee shall be elected by the Board at the annual organizational meeting of the Board and shall serve until their successors shall be duly elected and qualified. Audit Committee members may be replaced by a majority vote of the Board. Unless an Audit Committee Chairman is elected by the full Board, the members of the Audit Committee may designate a Chairman by majority vote of the Audit Committee.

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III. MEETINGS

The Audit Committee shall meet as often as it deems necessary, but no less frequently than quarterly.

In discharging its responsibility to foster open communications, the Audit Committee shall meet at least annually with management and the independent accountants in separate executive sessions to discuss any matters that the Audit Committee or either of these groups believe should be discussed privately. In addition, the Audit Committee may request any officer, employee or agent of the Company to attend an Audit Committee meeting or to meet with members of the Audit Committee.

The Audit Committee, or at least its Chairman, shall meet with the independent accountants and/or management quarterly to review the Company's financial statements consistent with Section IV below.

The Audit Committee may also act by unanimous written consent without a meeting.

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IV. RESPONSIBILITIES AND DUTIES

The Audit Committee shall:

A. Documents/Reports Review

1. Annually review and reassess this Charter.
2. Submit this Charter to the Board for approval and ensure disclosure of the Charter in accordance with the rules and regulations of the Commission and applicable listing standards.
3. Review and discuss the Company's audited financial statements for each fiscal year with management and the independent accountants; review the written disclaimer and the letter from the independent accountants required by PCAOB Rule 3526, as it may be modified or supplemented; and discuss with the independent accountants their independent status. Based on the review and discussions in the preceding sentence, make a recommendation to the Board on inclusion of the audited financial statements in the Annual Report on Form 10-K for each fiscal year. The Audit Committee shall review any certification, report or opinion rendered by the independent accountants and discussions regarding the adequacy of disclosures and content, quality of earnings, reserves and accruals, suitability of accounting principles, reasonableness of estimates and other judgmental matters and such other matters that the Audit Committee deems appropriate.
4. Review and discuss, with management and the independent accountants, adjustments recorded as a result of the audit of the Company's financial statements for each fiscal year, and the effects of audit findings that were not adjusted in the underlying accounting records of the Company.
5. Review, discuss and assess, with management and the independent accountants, the impact of new accounting pronouncements on the Company's financial statements and related disclosures.
6. Review with management and the independent accountants the matters that the independent accountants are required to communicate to the Audit Committee as a result of their review of the Company's interim financial information, Quarterly Reports and Annual Reports on forms to be filed with the SEC. For this purpose, the Chairman of the Audit Committee may act on behalf of the entire Audit Committee.
7. Discuss with management and the independent accountants significant financial reporting issues and judgments made in connection with the preparation of the Company's financial statements, including any significant changes in the Company's selection or application of accounting principles, any major issues as to the adequacy of the Company's internal controls and any special steps adopted in light of material control deficiencies.

8. Inquire of management and the independent accountants if any correspondence or published reports that raise material issues regarding the Company's financial statements or accounting policies have been received from regulators or governmental agencies.

9. Confirm management has included a report on the Audit Committee in all proxies and information statements, as required by applicable laws or listing standards.

B. Independent Accountants

1. Exercise sole authority within the Company to appoint, determine the scope of services, compensation and funding for, oversee and, where appropriate, discharge and replace the independent accountants. The independent accountants shall report directly to the Audit Committee and shall be evaluated by the Audit Committee.

2. Determine the independence of the independent accountants by: (i) reviewing and considering the written disclosures and the letter from the independent accountants required by PCAOB Rule 3526, as it may be modified or supplemented, that they are independent; (ii) actively engaging in a discussion with the independent accountants with respect to any disclosed relationships or services that may impact the objectivity and independence of the independent accountants; and (iii) taking, or recommending that the Board take, appropriate action to oversee the independence of the independent accountants.

3. Approve, in advance, the nature, timing and scope of the proposed audit of the Company's financial statements for each fiscal year and the procedures to be utilized in each such audit. The Audit Committee may delegate such preapproval authority to one or more members of the Audit Committee and any preapproval granted pursuant to such delegation shall be presented to the full Audit Committee at its next scheduled meeting.

4. Approve, in advance, all requests by management for permissible non-audit services to be provided to the Company by the independent accountants. The Audit Committee may delegate such pre-approval authority to one or more members of the Audit Committee and any pre-approval granted pursuant to such delegation shall be presented to the full Audit Committee at its next scheduled meeting.

5. On a timely basis, obtain from the independent accountants and review, in connection with each audit, a report to the Audit Committee setting forth (a) all critical accounting policies and practices to be used; (b) all alternative treatments of financial information within generally accepted accounting principles that have been discussed with management, ramifications of the use of such alternative disclosures and treatments, and the treatment preferred by the independent accountants; and (c) other material written communications between the independent accountants and management, such as any management letter or schedule of unadjusted differences.

6. The independent accountants will provide to the Audit Committee for their review and comment a report at least annually regarding:

- a. the independent accountant's internal quality-control procedures;
- b. any material issues raised by the most recent internal quality-control review or peer review of the firm, or by any inquiry or investigation by governmental or professional authorities within the preceding five years regarding one or more independent audits carried out by the firm;
- c. any steps taken to deal with any such issues and;
- d. all relationships between the independent accountants and the Company.

7. The independent accountant will provide a confirmation to the Audit Committee regarding the rotation of the lead (or coordinating) audit partner having primary responsibility for the audit and the audit partner responsible for reviewing the audit as required by applicable law or listing standards.

8. Recommend to the Board policies for the Company's hiring of employees or former employees of the independent accountants who participated in any capacity in the audit of the Company.

9. External auditors will provide to the Audit Committee a confirmation that the Company's external auditors are registered with the Public Company Accounting Oversight Board.

10. Review all reports issued by the independent accountants and provide the independent accountants with full access to the Audit Committee and the Board to report on any and all matters deemed appropriate by the independent accountants.

11. Annually, or more frequently to the extent necessary, consult with the independent accountants outside the presence of management regarding internal controls and the completeness and accuracy of the Company's annual financial statements.

12. Direct the attention of independent accountants towards specific matters or areas deemed to be of special significance, and authorizing the independent accountants to perform supplemental reviews or audits that the Audit Committee may deem advisable.

C. Internal Auditing

1. Participate in the appointment, promotion, or dismissal of the Company's head of internal audit.

2. Instruct the internal auditors that they are responsible to the Board through the Audit Committee.

3. Assist with the development and approval of the internal audit department's mandate, goals and mission.
4. Annually review the internal audit department's budget, plan, activities and organizational structure.
5. Review significant reports prepared by the internal audit department together with management's response and follow-up to these reports.
6. Review with the internal auditors the results of the Internal Audit department's monitoring of compliance with the Company's Code of Business Conduct.
7. Review the performance of the internal audit department.

D. Financial Reporting Processes

1. Prior to filing the Company's Form 10Q or Form 10K, review and discuss the Company's financial statements with management and the independent accountants.
2. Prior to disclosure, review and discuss with management the Company's earnings press releases, as well as financial information and earnings guidance provided to analysts and rating agencies.
3. Review and discuss, with management and the independent accountants, any reports on the Company's internal accounting controls rendered by the independent accountants. The review shall include discussions regarding the quality, adequacy and effectiveness of the Company's accounting and financial controls including computerized information system controls and security.
4. Obtain from the officers providing certifications required in connection with the filing of the Company's Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, and review with management, disclosure of (a) all significant deficiencies in the design or operation of internal controls which could adversely affect the Company's ability to record, process, summarize and report financial data and any material weaknesses in internal controls and (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal controls.
5. For Form 10-K, annually review and comment on the independent auditor's report on Management's Annual Assessment of, and Report on, the Company's Internal Control Over Financial Reporting, as required by section 404 of the Sarbanes-Oxley Act of 2002 or the Commission.
6. Review and comment on the integrity of the Company's financial reporting processes, both internal and external, by consultation with the independent accountants at least once annually.

7. Review and comment on the independent accountants' judgments regarding the quality and appropriateness of the Company's accounting principles as applied in its financial reporting.
8. Consider and approve, if appropriate, significant changes to the Company's accounting principles and practices as suggested by the independent accountants or management.
9. Make periodic inquiries, but no less than annually, of management and the independent accountants with regard to significant risks and exposures facing the Company and assess the steps management has taken to minimize such risks.
10. Make inquiries, at least quarterly, of management and the independent accountants with regard to any off-balance-sheet transactions and assess the purpose, need and risks.

E. Process Improvement

1. No less than annually, the Audit Committee should independently address with management and the independent accountants any significant accounting policies, procedures and judgments made by management in the preparation of the annual financial statements.
2. Subsequent to the completion of the annual audit, review separately with management and the independent accountants any significant difficulties encountered during the course of the audit, significant changes in the audit plan or scope of work and any restrictions on the scope of work or access to required information.
3. Review and comment on any significant disagreement among management and the independent accountants in connection with the preparation of the financial statements.
4. Review and comment on significant findings during the year with management and the independent accountants, including status of previous audit recommendations.
5. Review, with the independent accountants and management, the extent to which changes or improvements in financial or accounting practices, as approved by the Audit Committee, have been implemented. These reviews should be conducted at appropriate times subsequent to implementation of changes or improvements, as decided by the Audit Committee.

F. Ethical and Legal Compliance

1. Annually review the Company's Code of Business Conduct. Annually review and comment on the procedures that management has established to administer and enforce the Company's Code of Business Conduct.

2. Along with management, ensure adequate procedures are in place and being adhered to for receiving and handling complaints regarding accounting, internal controls or auditing matters and the confidential, anonymous submission by employees regarding questionable accounting, internal controls or auditing matters.
3. Review and pre-approve conflicts of interest and related party transactions.
4. Review with corporate counsel any legal compliance matters, including corporate securities trading policies, as may be deemed appropriate by the Audit Committee.
5. Discuss with management and with corporate counsel the status of material matters such as pending litigation, taxation matters and other areas of oversight to the legal and compliance area as may be appropriate by the Audit Committee.
6. Perform any other activities consistent with this Charter, the Company's By-laws and governing law, as the Audit Committee or the Board deems necessary or appropriate.

G. Audit Committee Reporting

1. Provide periodic reports to the Board regarding the activities of the Audit Committee.
2. Issue such reports as may be required by the Commission for inclusion in the Company's annual proxy statement.

**GAMING COMPLIANCE
REVIEW AND REPORTING PLAN
OF
PENN NATIONAL GAMING, INC.**

Originally Approved: February 6, 2001

Amended on: March 7, 2001; May 15, 2001; August 17, 2004; August 16, 2005, November 22, 2013 (Effective June 1, 2014)

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ARTICLE I

DEFINITIONS AND INTERPRETATION

1.1 Definitions: The terms used in this Gaming Compliance Review and Reporting Plan shall have the following meanings:

“Affiliate” - means any person or entity who or which directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with or by the Company. The term includes all subsidiaries of the Company.

“Board of Directors” - means the board of directors of Penn National Gaming, Inc.

“Company” - means Penn National Gaming, Inc. and its subsidiaries, direct or otherwise.

“Compliance Committee” - means the committee established pursuant to Article II of this document.

“Compliance Officer” - means the employee or Consultant appointed by the Board of Directors or Compliance Committee to assist in the implementation and administration of the Compliance Plan.

“Compliance Plan” or “Gaming Compliance Review and Reporting Plan” - means the plan contained within this document which embodies the commitment of the Company to regulatory and legal compliance and in which the general internal procedures of the Company regarding such matters are established.

“Consultant” - means any person other than a Professional Advisor who has been engaged by the Company, to provide advisory or consulting services pertaining to political matters or the gaming interests of the Company and who will receive compensation from the Company in excess of \$25,000 annually. The term does not include Professional Advisors.

“Dependent” – Any individual who received over half of his/her support in a calendar year from any other individual.

“Executive Officers” - means the chief executive and financial officers, the presidents, vice presidents, secretaries and treasurers of the Company.

“Gaming Assets” - means equipment and inventory directly used in the gaming operations of the Company for which the supplier thereof is required to possess a gaming equipment supplier license or registration from the relevant Gaming Authority.

“Gaming Authorities” - means one or more of the governmental regulatory authorities having jurisdiction over the gaming activities and operations of the Company including, without limitations, the Colorado Limited Gaming Control Commission, California Gambling Control Commission, Illinois Gaming Board, Indiana Gaming Commission, Iowa Racing & Gaming Commission, Kansas Racing and Gaming Commission, Maine Gambling Control Board, Missouri Gaming Commission, Mississippi Gaming Commission, Nevada Gaming Commission,

Nevada Gaming Control Board, New Mexico Gaming Control Board, Louisiana Gaming Control Board, Ohio Casino Control Commission, Ohio Lottery Commission, Alcohol and Gaming Commission of Ontario, Pennsylvania Gaming Control Board, Pennsylvania Horse Racing Commission, Pennsylvania Harness Racing Commission, West Virginia Lottery Commission, West Virginia Racing Commission, New Jersey Racing Commission and New Jersey Casino Commission. “Immediate Family” – *A spouse (other than a spouse who is legally separated from the person under a decree of divorce or separate maintenance), parents, grandparents, siblings, children and grandchildren, whether by the whole or half blood, by marriage, adoption or natural relationship.*

“Independent Agent” – *means an independent agent as defined in NRS Section 463.0164, or under the provisions of any similar statute, regulation, rule or ordinance of any other applicable Gaming Authority.”*

“Internal Reporting System” - *means the information collection, assessment and reporting system described in Sections II through VI of this Compliance Plan.*

“Key Gaming Employee” - *means any executive or employee of the Company having a material involvement in the gaming businesses of the Company and who has a base salary exceeding \$90,000 per year.*

“Lobbyists” - *means persons engaged by the Company to perform lobbying activities relating to gaming laws, gaming activities or gaming developments in any jurisdiction and who will receive compensation from the Company.*

“Material Financing” - *means a financing by the Company which exceeds \$20,000,000.*

“Material Litigation” - *means (a) any criminal litigation against the Company or against any Key Gaming Employee; or (b) civil litigation against the Company seeking damages in excess of \$250,000. Employment-related litigation not involving a corporate director, officer, Key Gaming Employee and lawsuits alleging negligence or personal injury including punitive damages are specifically excluded from this term.*

“Material Transaction” - *means any proposed commercial transaction that involves (i) a joint venture, strategic alliance or similar business arrangement (ii) the acquisition of assets or equity interest wherein the value given or received by the Company exceeds \$5,000,000 or (iii) the acquisition or disposition of Gaming Assets unless the vendor or purchaser is duly licensed as such by the relevant Gaming Authority.*

“Professional Advisor” - *means (1) a licensed attorney, certified accountant, architect, law firm, accounting firm, architectural firm, financial institution chartered by the federal government or by any State or Province, underwriter or investment banker regulated by any State, Province or federal regulatory authorities of the United States of America or Canada, and (2) any licensed real estate broker/brokerage or licensed investigator/investigative firm retained by the Company for the purposes of complying with this Compliance Plan when such persons are engaged in the application of their specialized professional expertise for the Company.*

“Relative” – a member of the Immediate Family as well as uncles, aunts, nephews, nieces and first cousins, whether by the whole or half blood, by marriage, adoption or natural relationship, and Dependents.

“SEC” - means the United States Securities and Exchange Commission.

“Substantial Owner” - means any person having a beneficial ownership of more than five percent (5%) of any class of voting securities of the Company.

“Unsuitable Person” - means:

- a. A person (1) who has been denied a license or registration by any Gaming Authority for reasons relating to personal suitability, (2) whose license or registration has been revoked by any Gaming Authority or (3) who has been determined to be unsuitable or unqualified to be associated with a gaming enterprise by any Gaming Authority; or*
- b. A person whom the Company determines is unsuitable to be a business associate of the Company based on that person’s past activities, associations or financial practices.*

“Unsuitable Situation” - means (i) engaging in business with an Unsuitable Person; (ii) materially failing to comply with the gaming laws or regulations of any Gaming Authority or the terms and conditions of any license, permit, registration or other authority to conduct gaming operations issued by any Gaming Authority; (iii) a material violation of this Compliance Plan; (iv) materially failing to apply with the applicable law; or (v) any situation that the Compliance Committee determines materially adversely impacts on the ability of the Company to obtain or maintain any gaming license, permit, registration or other authority to conduct gaming operations..

1.2 Interpretation

The Compliance Plan shall be interpreted and applied by the Company to achieve substantial compliance with the statement of Company policy and the summary of compliance functions delineated in Sections 2.2 and 5.1 of the Compliance Plan, respectively.

ARTICLE II

ADOPTION OF COMPLIANCE PLAN

2.1 Regulatory Status of Company

The Company's duly authorized by various Gaming Authorities to operate as a lottery, gaming casino and pari-mutuel horse racing operator.

2.2 Statement of Company Policy

The Company is committed to honesty and integrity in its business practices and declares that it is the Company's policy to conduct its business activities in accordance with the highest legal, moral and ethical standards. The Company thus adopts this Compliance Plan in order to establish self-regulatory procedures to promote compliance with applicable laws relating to the conduct of the Company's gaming businesses and to the fullest extent practicable, to prevent any Company involvement that would pose a threat to the reputation and integrity of the gaming industry.

2.3 Adoption of Compliance Plan

The Company hereby adopts the Compliance Plan and through its Board of Directors establishes a committee (hereinafter the "Compliance Committee") to identify and evaluate potential Unsuitable Situations arising in the course of the Company's business, wherever conducted, that may violate the Company's strict ethical standards or may cause concern to the Gaming Authorities. This Compliance Plan delineates the procedures that will be employed by the Company in selecting and appointing a Compliance Committee, as well as the procedures that govern the duties and responsibilities of the Compliance Committee.

2.4 Term and Amendments of Compliance Plan

The Compliance Plan shall become effective immediately upon adoption by the Board of Directors of the Company and shall remain in effect until such time as the Compliance Plan is no longer required by any Gaming Authority and the Compliance Plan is rescinded by the Board of Directors of the Company. The Compliance Plan may be amended or modified at the direction of the Compliance Committee, the Board of Directors of the Company or by direction of the Gaming Authorities. The Company shall promptly notify all necessary Gaming Authorities in writing of any amendments or modifications of this Compliance Plan.

ARTICLE III

COMPLIANCE COMMITTEE CHARTER

3.1 Purpose, Responsibilities and Authority

The Compliance Committee shall assist the Board of Directors in assessing the compliance efforts of the Company. The primary responsibilities of the Compliance Committee are to serve as an independent party to:

- Review and assess the adequacy of the Company's compliance policies and procedures;
- Review and assess the effectiveness of the Company's compliance efforts, particularly the training on and implementation of procedures;
- Monitor audits and investigations conducted or overseen by the Company's compliance personnel;
- Monitor administrative investigations of and disciplinary actions against the Company; and
- Report to the Board of Directors any matters of concern regarding the Company's compliance with various laws and regulations.

In discharging its oversight role, the Compliance Committee is empowered to investigate any matter brought to its attention. The Compliance Committee may at any time engage at the expense of the Company independent counsel or other advisors as it deems necessary to carry out its duties

While the Compliance Committee has the responsibilities and powers set forth in this Charter, it is not the duty of the Compliance Committee to ensure compliance with laws, regulations, this Compliance Plan or any other procedures established by the Company. Such duties are the responsibility of management.

3.2 Composition of Compliance Committee

The Compliance Committee shall be comprised of at least three members - two of whom shall be non-executive members of the Board of Directors and a third who shall be an independent outside consultant who shall act as Chairman. The members of the Compliance Committee should be individuals who, by virtue of their familiarity with law enforcement, regulated businesses, the business activities of the Company or gaming control, are sensitive to the concerns of the Gaming Authorities and are capable of determining the existence or likelihood of an Unsuitable Situation. The Chairman shall have extensive experience in gaming regulation.

The members of the Compliance Committee shall be appointed by and shall serve at the will and pleasure of the Company's Board of Directors subject to any required approvals

of the Gaming Authorities. An individual may resign his or her position as a member of the Compliance Committee by providing to the Company written notice of any resignation. All appointments to or resignations from the Compliance Committee shall be reported in the minutes of the Compliance Committee. Notice of appointments to or resignations from the Compliance Committee shall be provided to the Gaming Authorities within fifteen (15) days of such event.

3.3 Meetings of the Compliance Committee

The Compliance Committee shall meet at least quarterly to review the information it has gathered through reports, investigations or otherwise. Additional meetings may be held at the discretion of the Compliance Committee. Such meetings may be conducted in person or by telephonic or electronic communication. In an emergency, the Compliance Officer is authorized to issue preliminary approval of a proposed transaction or event, or direct such other action as may be warranted in the circumstances, subject to subsequent review by the Compliance Committee.

The presence of a majority of the membership of the Compliance Committee shall constitute a quorum for the purpose of conducting business. All actions by the Compliance Committee require a majority vote of the members present. Matters to be presented at a meeting may be addressed by unanimous written consent of the members of the Committee.

The Compliance Committee shall prepare and maintain minutes recording the business considered and decisions rendered by the Compliance Committee at each meeting. Reports of actions taken by the Compliance Committee shall contain detail sufficient to support a well-reasoned decision by said Committee. If no action is taken on an item considered by the Compliance Committee, the minutes shall reflect the reason(s) why no action is taken on said item. Copies of all ratified minutes, documents, exhibits and reports reviewed by the Committee of all meetings shall be provided upon request to Gaming Authorities. The provision of any reports, exhibits and documents to any Gaming Authority pursuant to this Compliance Plan or to any other person shall be done on a confidential basis and shall not constitute a waiver by the Compliance Committee or by the Company of any privilege attendant thereto including but not limited to, the attorney-client privilege.

3.4 Compensation and Indemnification of Compliance Committee Members

The Board of Directors of the Company shall prescribe the amount of compensation to be paid to any non-employee members of the Compliance Committee for services rendered to the Company and reimburse such members for reasonable costs and expenses incurred in the discharge of duties and responsibilities hereunder. The Company shall indemnify and hold harmless all Compliance Committee members to the fullest extent permitted by law in the same fashion and to the same extent as though they were officers of the Company.

ARTICLE IV

APPOINTMENT OF COMPLIANCE OFFICER

4.1 Compliance Officer

The Compliance Officer shall be appointed by the Company's Board of Directors or Compliance Committee. The Compliance Officer shall administratively report to an executive officer of the Company but shall ultimately report to the Compliance Committee. The Compliance Committee shall establish the duties and compensation of the Compliance Officer. The Company shall provide the Compliance Officer with the resources necessary to fulfill the responsibilities of the office.

The Compliance Officer shall be familiar with current regulatory requirements and shall be responsible for overseeing implementation of the Company's compliance programs and Internal Reporting System. The Compliance Officer shall:

- Periodically assess Company procedures in light of existing statutory and regulatory provisions and make recommendations to management regarding changes to the procedures;
- Monitor the development, implementation and training of procedures within the Company;
- Establish procedures for the submission of proposed internal control system provisions to Gaming Authorities;
- Monitor proposed changes to statutory and regulatory provisions and, where appropriate, provide comment on the proposed changes;
- Interact with the Company's management in order to determine situations requiring reporting under the Internal Reporting System and review by the Compliance Committee;
- Coordinate or conduct such investigations as may be necessary or as directed by the Compliance Committee;
- Prepare or cause to be prepared and maintain the records of the Compliance Committee;
- Oversee the appointment and performance of all other compliance personnel employed by the Company; and
- Perform such other duties as may be assigned by the Company's Board of Directors or by the Compliance Committee.

The Company shall notify the Gaming Authorities of the appointment or resignation of the Compliance Officer within fifteen (15) days of such event.

ARTICLE V

INTERNAL REPORTING SYSTEM

5.1 Summary of Compliance Functions

Information brought to the Compliance Committee's attention or discovered by the Compliance Committee concerning activities that might constitute an Unsuitable Situation or violations of the Company's compliance policies shall be investigated and the Compliance Committee shall formulate a recommendation to management regarding a course of action regarding the specific event, transaction, circumstance or situation. In addition to its responsibility to interact with the Company's management with regard to such matters, the Compliance Committee shall report to the Company's Board of Directors. The Compliance Committee does not, however, have authority to make or override company policies, procedures or management decisions.

5.2 Internal Reporting System

The Company hereby establishes its Internal Reporting System as part of this Gaming Compliance Review and Reporting Plan. The Compliance Officer shall be responsible and report to the Compliance Committee relative to the administration of the Internal Reporting System. The Compliance Officer will utilize the services of property level Compliance Officers, as may be necessary, to implement and administer the Internal Reporting System. The success of the Internal Reporting System depends on coordination with the corporate operations and other staff functions within the Company with respect to proposed or pending compliance review issues. Accordingly, the various departments and subsidiaries of the Company shall cooperate and coordinate with the Compliance Officer to identify and aid in the investigation of such matters that may constitute compliance review issues and to aid in the attainment of the objectives of the Internal Reporting System and Compliance Plan. No employee of the Company shall be disadvantaged in any way for reporting a potential compliance question or cooperating with the function of the Internal Reporting Plan.

5.3 Review and Assessment of Reported information

The Compliance Committee is responsible for the review and assessment of information developed through the Internal Reporting System. The Compliance Officer shall prepare an agenda for each Compliance Committee meeting which shall include those investigations conducted and approvals granted during the preceding period.

5.4 Reporting Detail

Reports to the Compliance Committee and the minutes of meetings of the Compliance Committee shall contain such information as may be reasonably obtained and appropriate to permit a well-reasoned decision by the Compliance Committee members on each subject considered by the Compliance Committee. Except in circumstances indicating

that reliance is unreasonable or unwarranted, independent investigation is not required with respect to information that is widely disseminated or otherwise a matter of public knowledge and such information may be excluded as the subject of a Compliance Committee report unless the information relates directly to an issue to be considered by the Compliance Committee. Independent investigation of parties to a transaction is not required in instances where such other party is regulated by a governmental agency, such as a publicly held company regulated by the SEC, a financial institution regulated by federal banking authorities or a company or individual regulated or licensed by one of the Gaming Authorities or gaming regulatory authority of a foreign jurisdiction other than to determine such other party's standing with such governmental agency, unless reliance upon such authority is unwarranted.

5.5 Areas of Review

The following matters relating to the Company shall be reviewed by the Compliance Committee:

5.5.1 Material Transactions

The Compliance Committee shall review all Material Transactions. To the extent not otherwise disclosed to the Committee members, the reports regarding such transactions should include the following information with respect to the other party to the transaction if such information is reasonably available:

- a. Name and address.
- b. Legal form, such as corporation, partnership or joint venture.
- c. Nature of business conducted.
- d. Geographical area where business is conducted.
- e. Names and address of all directors, principal officers, shareholders holding more than a five percent (5%) interest, general partners and limited partners holding more than a five percent (5%) interest.
- f. Brief statement as to the Company's reasons for the proposed transaction.
- g. Specific laws and regulatory requirements under which the business operation is permitted, if relevant.
- h. Identification of any person such as a broker or finder who is to receive any form of compensation for suggesting, proposing or arranging the transaction, including a description of the compensation to be paid for such services.

5.5.2 Transactions with Suppliers of Goods and Services

The Company's compliance policies shall include implementation of procedures to prevent an Unsuitable Situation from arising if the Company were to conduct business relationships after they are identified. At such time as the Compliance Committee discovers or is advised as to the identity of an Unsuitable Person through the sources of information provided for by the Internal Reporting System, or otherwise, the Compliance Committee shall determine whether the Company is receiving goods or services from such Unsuitable Person. In order to determine the suitability of such suppliers, the Executive Officers of the Company shall implement procedures to identify to the Compliance Officer suppliers to the Company involving annual expenditures in excess of Two Hundred and Fifty Thousand Dollars (\$250,000) or more incurred during the calendar year. The Compliance Officer may authorize continuation of business relationships with the supplier if he or she is satisfied that such relationships pose no threat of an Unsuitable Situation. If the Compliance Officer believes the relationship with the supplier should be reviewed, regardless of expenditure thresholds, he or she shall prepare a report to the Committee and request review of the Circumstances by the Committee.

5.5.3 Directors, Executive Officers and Key Gaming Employees

The Company shall exercise care to ensure that prospective Directors, Executive Officers and Key Gaming Employees of the Company are not Unsuitable Persons. Company investigations regarding the suitability of prospective Directors, Executive Officers and Key Gaming Employees shall be reviewed by the Compliance Committee. The suitability of any Company employee may be reviewed by the Compliance Committee at the discretion of the Compliance Officer or the Compliance Committee. The reports of the investigations regarding such persons shall contain the following information:

- a. Past employment history;
- b. General background information and reputation;
- c. Law enforcement agency checks; and
- d. Any other information as the Compliance Officer or Compliance Committee believes to be relevant.

5.5.4 Lobbyists and Consultants

The Company shall exercise care to ensure that Lobbyists and Consultants utilized by the Company are not Unsuitable Persons. The reports of investigation regarding such persons shall contain the same information as required for reviews of corporate directors, officers and key employees of the Company (see Section 5.5.3 herein).

5.5.5 Material Financings

The Compliance Committee shall review all Material Financings. To the extent not otherwise disclosed to the Committee members, the reports regarding such transactions should include the following information:

- a. Source of the funds;
- b. Disclosure of any relationship among the Company and any other parties to the proposed financing; and
- c. Identification of any finder, broker or other person who is to receive compensation in connection with securing, arranging, negotiating or otherwise dealing with the proposed Material Financing and a description of any regulatory approvals that may be required to be obtained by such person prior to receipt of any compensation for his or her services.

5.5.6 Material Litigation

The Compliance Officer shall compile reports from counsel for the Company or other knowledgeable persons regarding all Material Litigation involving the Company.

5.5.7 Junket Representatives and/or Independent Agents

Copies of all proposed agreements with Junket Representatives and/or Independent Agents shall be reviewed by the Compliance Officer to assure that such Junket Representatives and/or Independent Agents have made all required filings with Gaming Authorities.

5.5.8 Disposition of Electronic Gaming Devices

The Compliance Officer shall report on the disposition of electronic gaming devices by the Company. The report shall include the means by which the devices were disposed (e.g., sale, trade-in, destruction), the date of disposition and the identity of the person receiving the gaming device from the Company.

5.5.9 Related Party Transactions

The Compliance Officer shall report on all agreements, whether written or verbal, for goods or services (1) between the Company and a Substantial Owner, Director, Executive Officer or Key Gaming Employee of the Company, (2) between the Company and a relative of a Substantial Owner, Director, Executive Officer or Key Gaming Employee of the Company or (3) between affiliates of the Company. Excluded from this report shall be the agreement whereby the person serves as a Director, Executive Officer or Key Gaming Employee of the Company. The report shall identify the parties to the agreement, the date of the agreement and the nature and terms of the agreement.

5.5.10 Compliance with Laws

The Compliance Committee shall review and report upon the Company's compliance with the laws, regulations and orders of all governmental agencies having jurisdiction over its gaming businesses and with all terms and conditions of any gaming license, permit or authority to conduct gaming operations issued by any Gaming Authority. To assist the Compliance Committee in fulfilling this requirement, the Compliance Officer shall monitor the Company's compliance with all statutory and regulatory requirements relating to gaming and with all license conditions imposed by any Gaming Authority. The Compliance Officer also shall determine whether all required filings have been timely submitted to the Gaming Authorities. A report shall be prepared outlining instances of material non-compliance and the corrective action taken to prevent similar future acts of non-compliance or non-filing.

5.5.11 Acts of Wrongdoing

The Compliance Committee shall obtain and report to the Board of Directors information concerning prosecutions or administrative actions taken against any Key Gaming Employee, Substantial Owner, Executive Officer or Director of the Company involving the following circumstances:

- a. Any criminal action involving
 - i. A felony;
 - ii. A crime involving dishonesty (e.g., embezzlement, fraud, larceny);
 - iii. A violation of any law relating to gambling or race/sports book wagering;
 - iv. A violation of any tax, import tax or fee or customers laws of any country;
 - v. Any material crime against the Company; and
- b. Any material administrative actions by any Gaming Authority relating to a gaming license or a finding of suitability. The Committee shall report to the Board of Directors acts of wrongdoing by any employee of the Company if the Committee believes such matter warrants review by the Board of Directors.

5.5.12 Annual Review of Substantial Owners

The Compliance Committee shall at least annually review the Company's shareholder lists and relevant SEC filings to identify all Substantial Owners.

ARTICLE VI

REPORTING INFORMATION TO GAMING AUTHORITIES

6.1 Assignments by the Respective Gaming Authorities

The Chairman of a Gaming Authority may assign the Compliance Committee additional duties and/or assignments relating to the Company's Compliance Plan and/or the Company's Internal Reporting System. The Compliance Committee shall provide the requesting Gaming Authority a copy for the report detailing the investigation and the concluding results relating to the assignment within ten (10) working days after conclusion of the assignment.

6.2 Annual Meeting with Gaming Authorities

If requested by a Gaming Authority, the Compliance Committee Chairman and/or the Compliance Officer shall meet with the chairman or chief executive officer of the Gaming Authority or his designee to discuss the Company's Compliance Plan, compliance policies and the activities of the Compliance Committee during the preceding year.

6.3 Annual Report

If requested by a Gaming Authority, the Compliance Officer shall prepare and submit to the requesting Gaming Authority an annual report summarizing the activities, reviews and decisions of the Compliance Committee for the preceding year.

6.4 Access to Company Records

It is the Company's policy to comply fully with requests by the Gaming Authorities for access to Company books, documents, records and papers relating to the Company's business activities. The Company's employment procedures shall provide that willful failure to comply with this policy shall be grounds for termination of employment or other disciplinary action by the Company. When requested by a Gaming Authority, the Executive Officers of the Company shall file or cause to be filed with such Gaming Authorities copies of any documents filed by the Company with the SEC, any stock exchange, securities commission, or any other federal, state, provincial, local or foreign government office with respect to the Company.

6.5 Confidential

All reports, notices and other documents prepared, compiled or otherwise maintained in connection with the Compliance Plan shall be privileged and confidential. Investigative files developed in accordance with any provision or requirement of the Compliance Plan will be maintained on a confidential basis. Such reports, notices, documents and files shall only be available for inspection by the members of the Compliance Committee and authorized representatives of the Gaming Authorities. The Compliance Committee shall establish appropriate retention and destruction procedures regarding such reports, notices, documents and files.

6.6 Information to be furnished to Gaming Authorities

If so requested by Gaming Authorities, the Committee shall provide to Gaming Authorities within thirty (30) days after notice, copies of any adverse actions, proceedings or filings by a Gaming Authority that implicates the Company, or any of its Executives, Key Employees or Affiliates. If so requested, the Committee shall provide Gaming Authorities with copies of any documentation involved in such proceedings, copies of any final reports of an investigation conducted at the request of a Gaming Authority, and any related documents.

6.7 Assignments by Gaming Authorities

A Gaming Authority may assign the Committee additional duties and/or assignments relating to a review of activities relevant to the continued qualification of the Company under the provisions of that Gaming Authority's laws and regulations. Upon conclusion of the assignment by the Committee, the Committee shall provide the requesting Gaming Authority with a copy of the final report detailing the investigation and the concluding results within ten (10) business days of the date of the final report.

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.

The applicant, Springfield Gaming and Redevelopment, LLC, (“SGR”) is in the first year of conducting business in the Commonwealth. Attached as part of exhibit 24 are unaudited 12/31/2013 and 06/30/2014 for SGR. Please note the unaudited 12/31/2013 statement contains financial reporting for efforts in Springfield and Tewksbury in pursuit of a gaming license.

Springfield Gaming and Redevelopment
SEC Income Statement
YTD

	December 2013	December 2012
Revenues:		
Gaming	0	0
Management service fee	0	0
Food, beverage and other	0	0
Gross revenues	0	0
Less: Promotional allowances	0	0
Net revenues	0	0
Operating expenses:		
Gaming	0	0
Food, beverage and other	0	0
General administration	6,025,461	0
Rent expense - GLPI	0	0
Rent expense - related to master lease	0	0
Fire expense	0	0
Flood/hurricane expense	0	0
Impairment loss	0	0
Depreciation and amortization	0	0
Total operating expenses	6,025,461	0
Income from continuing operations	(6,025,461)	0
Other income (expenses):		
Interest expense	0	0
Interest income	0	0
Dividend income	0	0
Intercompany interest	0	0
Earnings from joint venture	0	0
Minority Interest Earnings	0	0
Other	0	0
Management fees	0	0
Total other expenses	0	0
Income from continuing operations before income taxes	(6,025,461)	0
Taxes on income	(2,392,108)	0
Net income from continuing operations	(3,633,353)	0

Springfield Gaming and Redevelopment
SEC Income Statement
YTD

	June 2014	June 2013
Revenues:		
Gaming	0	0
Management service fee	0	0
Food, beverage and other	3,905,671	0
Gross revenues	3,905,671	0
Less: Promotional allowances	0	0
Net revenues	3,905,671	0
Operating expenses:		
Gaming	0	0
Food, beverage and other	3,327,367	0
General administration	2,443,390	0
Rent expense - GLPI	0	0
Rent expense - related to master lease	0	0
Fire expense	0	0
Flood/hurricane expense	0	0
Impairment loss	0	0
Depreciation and amortization	362,993	0
Total operating expenses	6,133,750	0
Income from continuing operations	(2,228,079)	0
Other income (expenses):		
Interest expense	0	0
Interest income	0	0
Dividend income	0	0
Intercompany interest	0	0
Earnings from joint venture	0	0
Minority Interest Earnings	0	0
Other	0	0
Management fees	0	0
Total other expenses	0	0
Income from continuing operations before income taxes	(2,228,079)	0
Taxes on income	(884,173)	0
Net income from continuing operations	(1,343,906)	0

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.

Springfield Gaming and Redevelopment, LLC ("SGR") respectfully submits to the Commission the following information setting forth the reasons why SGR believes that the dates applied for will be beneficial to the public, the Commonwealth and SGR.

SGR 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 28 facilities in 18 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. Penn's most recent annual report and audited financial statements are submitted as part of this overall application to the Commission.

The approval of SGR's racing dates will provide a maximization of revenues to the state, horsemen and SGR 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 Racecourse and the development of a 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 will increase by over 30% by racing 25 more days than in 2014.

Plainridge Racecourse will be a newly renovated climate-controlled facility that is able to provide comfortable seating and viewing areas for its guests during the proposed 2015-racing season. The current facilities at Plainridge 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 Racecourse. 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 Racecourse.

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 throughout the state and region. As an example of its commitment to the horsemen at Plainridge Racecourse, SGR and the Harness horsemen's Association of New England (HHANE) executed a five-year agreement stipulating that up to 75% of the races conducted at Plainridge during the term of the agreement will be exclusively for horsemen who have supported and raced at Plainridge over the past few years. This ensures that local and regional horsemen will be the beneficiaries of the racing program going forward.

EXHIBIT 26

Submit as Exhibit 26 the following information:

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

SGR did not pay purses in 2013, however the Norfolk County Harness Racing Licensee paid the following;

2013	Overnight	\$ 1,828,270
	Mass Stake	<u>254,974</u>
		\$ 2,083,244

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

2015 purses will be the first purse year to experience added funding from the Race Horse Development Fund. Based on the agreement executed last year between SGR and the Harness Horsemen’s Association of New England and the influx of revenue from the Race Horse Development Fund, it is anticipated that 2015 purses will increase over the minimum total of \$2,400,000 that will be distributed as purse money in 2014.

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

SGR did not generate handle in 2013, however the Norfolk County Harness Racing Licensee generated the following;

2013	Live	\$ 1,079,321
	Host	<u>10,178,800</u>
	Total	\$11,258,121

(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;

In 2013 the Norfolk County Harness Racing Licensee generated the the following W-2’s and 1099’s;

2013	W-2	144	-	Mass	98
	1099	411	-	Mass	151

- (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;**

SGR did not generate indirect employment in 2013, however the Norfolk County Harness Racing Licensee did generate indirect employment in the following area;

United Tote

Plainville Police Detail

Plainville Fire Detail

- (f) **Number of occupational licenses attributable to applicant in the last calendar year 2013;**

Occupational licenses were not attributable to SGR in 2013, however the MGC/RD processed 1057 occupational licenses in 2013 due to the racing meeting held by the Norfolk County Harness Racing Licensee.

- (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.;**

SGR did not generate tax revenue to the Commonwealth for racing operations in 2013, however through August 2014, SGR has paid the following tax revenue to the Commonwealth;

SGR, dba Plainridge Racecourse Tax Summary

Prepared 9-29-14

		<u>Annual Estimate</u>
Real Estate Taxes (per coupon, FY 2014)	\$459,673	\$459,673
Gaming Tax Withholding (months Jan-August 2014)	\$90,292	\$123,218
MA Payroll Withholding (month Jan-August 2014)	\$62,626	\$83,537
Meals Tax (months Jan-August 2014)	\$23,849	\$33,574
Sales Tax (months Jan-August 2014)	\$14,347	\$20,292
		\$720,294
 Host Community Impact Fee (1 st , 2 nd & 3 rd quarter to Plainville)	 \$75,000	 \$100,000

(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.

SGR did not pay commissions, assessments or fees in 2013, however the Norfolk County Harness Racing Licensee paid the following:

Commissions	\$ 280,581.82
Assessments	153,793.94
Association Lic. Fees	108,000.00
Occupational Lic. Fees	25,875.00
Fines	<u>4,875.00</u>
Total	\$ 573,125.76

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 2015, Springfield Gaming and Redevelopment, LLC identifies and elects the period from Sunday June 22, 2014 to Saturday September 13, 2014 as the period for “which no premium need be paid” for simulcast signals received in accordance with MGL 128C, section 2 (4).

Springfield 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)
Bluffs Run Greyhound, IA
Breeders' Cup, CA
Buffalo Raceway, NY
Cal Expo, CA
Calder Race Course, FL
California State Fair, CA (Sacramento)
Canterbury Park, MN
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
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
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
Louisiana Downs, LA (Quarter Horse Meet)
Louisiana Downs, LA (Thoroughbred Meet)
Mahoning Valley Race Course, OH
Mardi Gras Greyhound, FL
Maywood Park, IL
Meadowlands, NJ
Miami Valley Gaming, OH

Springfield Gaming and Redevelopment, LLC – Exhibit 27

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)
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
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

Guest and Secondary Sites	Customer Code
Ajax Downs (Ontario, Canada)	PIC
Alberta Downs (Alberta, Canada)	ABD
Post Time Lounge	PTL
Rookie's Lounge	ROK
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 Co. Gaming & Event Center	PUE
Softball Country	SCY
Post Time OTB	PTT
Sundance Steakhouse and Saloon	SUS
Big Ds OTB at Whiskey River	BDW
Post Time at Trinidad	TDD
Celtic Tavern OTB	CTO
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
Youbet Illinois (IL Residents Only)	YIL
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
Bangor Raceway (Maine)	BAN
Bangor Simulcast Lounge	BAS
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
Bluffs Run Greyhound Park (Iowa)	BLF
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	
Charles Town Races (West Virginia)	CTR
Colonial Downs (Virginia)	CLD
Martinsville OTB	CLD
Alberta OTB	CLD
Broad Street OTB	CLD
Hampton OTB	CLD
Hull Street OTB	CLD
Scott County OTB	CLD
Indian River OTB	CLD
Hurley's	CDF
Vinton OTB	CDV
Colonial EZHorsePlay	CDP
Colonial EZHP-MD	CDY
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
Dresden Raceway (Ontario, Canada)	DRE
Club Alouette	CA1
Ultimate Sports Bar	USB
Dubuque Greyhound Park (Iowa)	DBQ

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
Derby Jackpot	DJP
123Bet.com	E23
Elite Turf Club (ADW)	ETO
Elite Turf Club - Office 10	ETA
Elite Turf Club 11	ETB
Elite Turf Club 12	ETC
Elite Turf Club 2	ETD
Elite Turf Club - Office 1	ET1
Elite Turf Club 3	ET3
Elite Turf Club 4	ET4
Elite Turf Club 5	ET5
Elite Turf Club 6	ET6
Elite Turf Club 7	ET7
Elite Turf Club 8	ET8
Elite Turf Club 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
Evangeline Internet	EVI
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
Flamboro Downs (Ontario, Canada)	FLM
Flamboro Downs OTB	FLO

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
Georgian Downs (Ontario, Canada)	BAR
Global Wagering Solutions (International ADW)	
Bwin International Ltd.	GBW
Racebets	GRR
International Betting Association Ltd	GOX
GWS German Tote	GGT
Pferdewetten.de GmbH	GPW
onextwo	ONT
Victor Chandler International	VCI
Magna Bet	MAB
Lotos	GLT
Win Race Pferderennen	GE9
Scientific Games Racing BV	GSN
Cashpoint Limited	GCP
Betsson	GWB
Intelligent Gaming	GWI
PlanetWin	GWP
Grand River Raceway (Ontario, Canada)	GRD
Grand River Raceway Teletheatre	GRO
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
Hit The Board, Inc. (Caribbean and South America)	
HTB/Westin	H1A
HTB/Radisson	H1B
HTB/Veneto	H1C
HTB/Otrobanda	H1D
HTB/Royale	H1E
HTB/Golden	H1F
HTB/Salsa	H1H
HTB/JoeMike	H1M
HTB/ActionBet	H1N
HTB/Victory	H1O
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
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
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
Coeur D'Alene Casino (Idaho)	WRL
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 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)	
Harrahs Louisiana Downs OTB	LAD
	LDT
Mahoning Valley Race Course (Ohio)	
	MVR
Marquis Downs (Saskatchewan, Canada)	
Queensbury Downs	MAQ
Lucky's Bar & Grill Teletheatre	QBY
Sports On Tap	LBT
The Pump Road House	SOT
	MQR
Maryland Jockey Club (Laurel, Pimlico, and Maryland OTB's)	
Limited Liability Entity	MJC
	LLE
Meadowlands Racetrack (New Jersey)	
Winners Bayonne	MED
	BAY
The Meadows (Pennsylvania)	
Meadows Acct Wagering	MEA
	MAW
Miami Valley Gaming and Racing (Ohio)	
	MVG
Monmouth Park (New Jersey)	
Favorites at Woodbridge	MTH
Favorites at Hillsborough	WOB
Jamie's Bar	FHO
NJ ADW-Online	JMB
NJ ADW-Mobile	NJ1
NJ ADW-IVR	NJ2
	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)	
NYRA Acct Wagering	NYR
	NYA
Northfield Park (Ohio)	
Cedar Downs OTB	NPK
	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)	
Oaklawn Park Account Wagering	OPA
	OPT
Ocean Downs (Maryland)	
Cambridge OTB	OCD
	CAM
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 National Race Course (Pennsylvania)	PEN
York OTW	YRK
Lancaster OTW	LAN
Reading OTW	RDG
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
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
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
Thunder Roadhouse	TRH
Heritage Place	HPL
Bordertown	RPB
Remington Park Parlors	RPP
Riverwind Casino	RPR
Winstar Casino	RPW
Cherokee Casino Sallisaw	CCE
Choctaw Casino- Pocola	CCP
Durant OTB	CHW
Cherokee Casino West Siloam Springs	WSS
Southwind Casino	SWC
Retama Park (Texas)	RET
Rideau Carleton Raceway (Ontario, Canada)	RCR
Brass Racks Billiards	BRB
Cornwall Off-Track Betting	COT

Rest Inn	RIK
Royal Britannia Pub	RRB
St Anthony Italia Soccer Club	RSA
Vanier Teletheatre, Rideau OTB	RVA
730 Truck Stop	TRU
Windsor Tavern	WIT
Main Street Pub	RMS
Ducks Roadhouse	DUC
Coach's Pub & Grill House	RPI
Riverside Bar & Grill	RGA
The Berrigan's Pub	RLA
Rubbs Barbeque Bistro	RBB
Ramigab Resto-Bar	RBT
RCR Off-Track Brockville	RLB
Rockingham Park (New Hampshire)	RKM
Rockingham Acct. Wagering	RKT
Seabrook Greyhound	SEA
Rocky Mountain Turf Club (Alberta, Canada Track, OTB's, ADW)	RMT
Black Diamond Hotel	BDH
Backstreet Pub & Pizza	BTP
Century Casino Calgary	CC1
Cosmopolitan Hotel	CPH
Ducks on the Roof	DUR
Hittheboard/THR	HIT
Jackpot Casino Red Deer	JRD
Medicine Hat Lodge	MHL
Strathmore Hotel	SH2
Schanks North	WU2
RMTC Airdrie Theatre	WUA
Hit The Board thehorsesonline	WUB
ABS Calgary Casino	WUC
Elbow River OTB	WUE
Five Star Bingo	WUF
Folksown Bistro & Lounge	WUL
Stoney Nakoda Resort & Casino	WUN
RMTC Okotoks	WUO
Whoop-Up Downs	WUP
Schanks 1 OTB	WUS
Whoop Up Downs TAB	WUT
The Wheatland Inn	WUW
Rosecroft Raceway (Maryland)	ROR
Ruidoso Downs (New Mexico)	RUI
Running Aces Harness Park (Minnesota)	ACE
Saddle Brook Jockey Club (Texas)	SBP
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
SocialGaming Technologies, Inc. (Kiosk Wagering at OTB's)	SOC
SOL Mutuel Ltd (International ADW)	SMG

SOL Mutuel Group 2 - Odds Broker	SM2
Southland Greyhound Park (Arkansas)	SGP
Sportech Venues	
Shoreline Star Greyhound Park (CT)	BJA
Connecticut OTB (CT)	CTB
CT OTB Internet Wagering (ADW)	CTW
Ho-Chunk Casino (Wisconsin)	HOC
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
Comtech-Org (Brazil)	COA
Divi Carina Bay Casino (St. Croix)	DIV
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
Tampa Bay Downs (for Florida outlets see Calder)	TAM
Television Gaming Network (TVG)	TVG
TVG Illinois	TVI
TVG/Prairie Meadows Account Wagering	TVP
Betfair Games Limited (International)	BFG
Thistledown (Ohio)	TDN
Tioga Downs (New York)	TIO
Tri-State Greyhound Park (West Virginia)	TSG
Turf Paradise (and Arizona OTB's)	TUP
Apache Greyhound Park	AGP
Arizona OTB's	AZO
Arizona Pizza Company	AZP
Max's Sports Bar	MAX
Yavapai Downs	PRE
Tucson Greyhound Park	TUC
Twin River Greyhound (Rhode Island)	TWR
TwinSpires (ADW)	TWS
TwinSpires Oregon (Domestic)	TWO
TwinSpires California (California Residents)	TWC
Twinspires Mountain View (Domestic)	TWN
CD Technology Initiatives Comp (Luckcity.com)	LKY

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
Western Fair Raceway (Ontario, Canada)	LON
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
Woodbine Entertainment Group (Ontario, Canada)	
The Brunswick Hotel Complex	BHD
Buffy's Tavern & Dining	BTD
Club Alouette	CA1
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
Clinton Teletheatre	CLT
Champions at Royal Square	CRQ
Fort Erie OTB	FOO
Greenwood Racetrack	GWR
Hanover Teletheatre	HNT
Hippodrome de Trois-Rivieres	HTR
Karlee's OTB	KAB
Lucky 7 Bingo/VIP Lounge	L7B
Last Furlong	LAF
Lee Hotel	LEE
Mohawk Contest	MHC
Moodies	MOD
Mohawk Raceway	MOH
Northern Teletheatre Network	NTN
WEG Special Event	OSE

Quinte Bowling Centre	RQU
Black Bear	RTN
Rex Hotel	RXH
Sneakers Sports Bar	SKS
Shoeless Joe's	SLJ
Ultimate Sports Bar	USB
Mississauga Chinese Centre	W02
Offside's	W12
PM Toronto	W13
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
Champions on Kingston	W24
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
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
Cheyenne Plaza	CYP
<hr/>	
Xpressbet (ADW)	
MEC Internet	MEI
MEC TAT	TAT
MEC Telephone	MET
XB Derby Jackpot	XDJ
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Yonkers Raceway (New York)	YOR
EmpireCityBets Yonkers	ECB
<hr/>	
Zia Park (New Mexico)	ZIA
<hr/>	

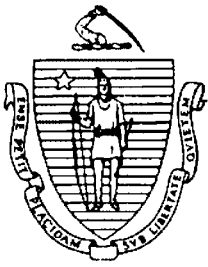
EXHIBIT 29

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, Springfield Gaming and Redevelopment, LLC ("SGR"), d/b/a Plainridge Race Course, requests through this harness racing license application for 2015, authorization from the Massachusetts Gaming Commission to offer account wagering in 2015 using the WinLine System as is currently in place at Plainridge Racecourse. The Massachusetts State Racing Commission originally approved the WinLine System on April 3, 2002. Industry standard tote protocols and NiceCall Focus III protect the system, product sheets attached.

The current Plainridge Points/Players Club is the incentive program used with the WinLine Telephone Account Wagering System. The Plainridge Points Program/Players Club was outlined for the Massachusetts Gaming Commission on January 9, 2014.

SGR's parent company, Penn National Gaming, Inc. ("Penn") has over 30 years experience in account wagering through its subsidiary Mountainview Thoroughbred Racing Association d/b/a EbetUSA.com and Telebet. SGR has and will continue to evaluate the WinLine System operation for efficiency and implementation of best practices and procedures.



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.

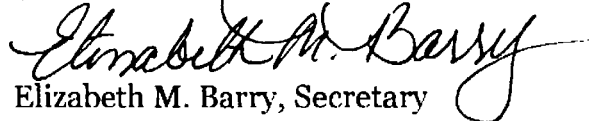
VOTED

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

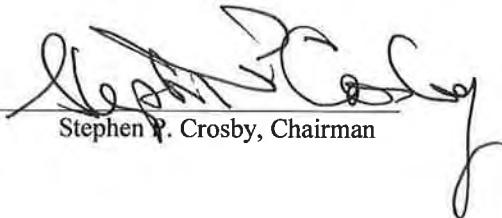
9. Information Technology Division – John Glennon, Director
 - a. Slots Standards and Approval Process Policy and Regulations
 - b. Gaming Lab Presentation

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: regs@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



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 1, 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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www.nice.com

360° View, Agent@home, Executive Connect, Executive Insight, Experience Your Customer, Investigator, Lasting Loyalty, Listen Learn Lead, MEGACORDER, Mirra, My Universe, NICE, NiceAdvantage, NICE Analyzer, NiceCall, NiceCLS, NiceCMS, NICE Feedback, NiceFix, NiceGuard, NICE Learning, NICE Link, NiceLog, NICE Perform, NICE Playback Organizer, Renaissance, ScreenSense, NiceScreen, NiceSoft, NICE Storage Center, NiceTrack, NiceUniverse, NiceUniverse LIVE, NiceVision, NiceVision Harmony, NiceVision Mobile, NiceVision Pro, NiceVision Virtual, NiceVision Alto, NiceVision NVSAT, NiceWatch, Renaissance, Secure Your Vision, Tienna, Wordnet and other product names and services mentioned herein are trademarks and registered trademarks of NICE systems Ltd. All other registered and unregistered trademarks are the property of their respective owners.

SCENARIO REPLAY

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

NICE

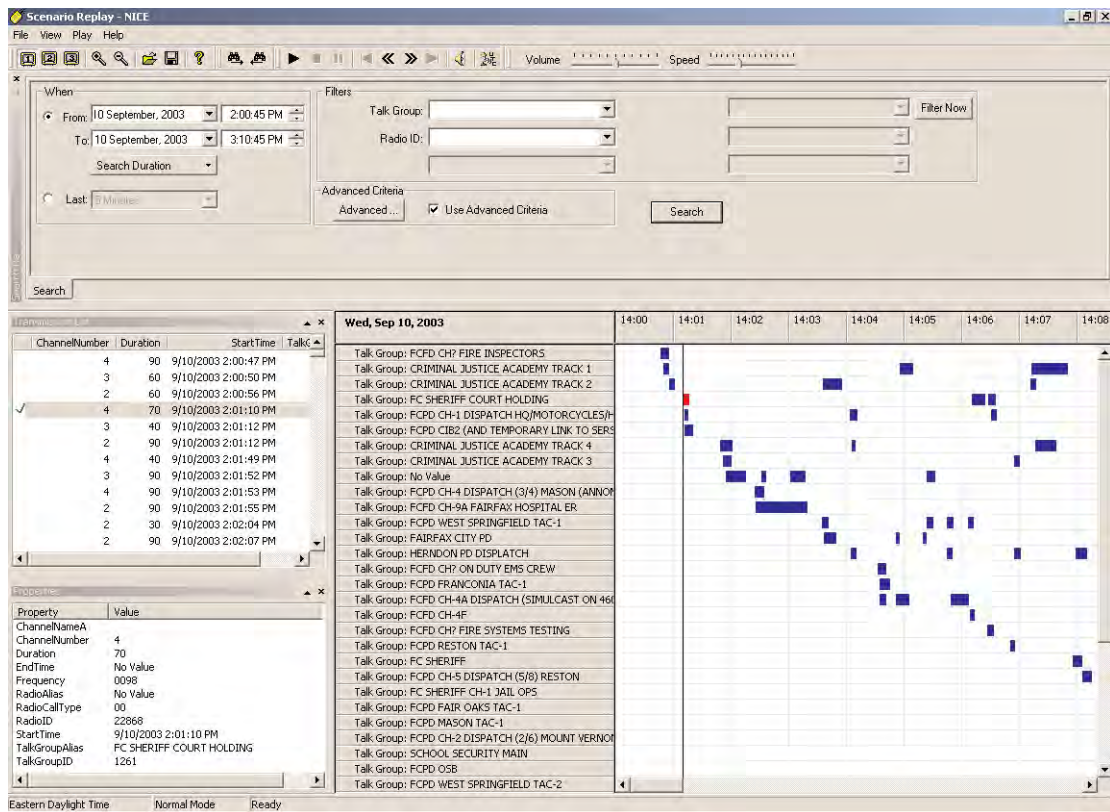
PRODUCT DATASHEET

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				
TalkgroupID				
EndTime				
CallReference				

Comparison Criteria 1 Criteria 2 Combination

< 5

= 1261

< 9/10/2003 3:00:00 PM

>> DV SR

AND

OR

AND

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.

Scenario Replay - NICE

File View Play Help

When: From: 10 September, 2003 2:00:45 PM To: 10 September, 2003 3:10:45 PM Search Duration Last: 5 Minutes

Filters: Talk Group: Radio ID: Filter Now

Advanced Criteria: Advanced ... Use Advanced Criteria Search

ChannelNumber	Duration	StartTime	TalkG
6	80	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	

Properties: Property Value

Wed, Sep 10, 2003

Radio ID	14:00	14:01	14:02	14:03	14:04	14:05
Radio ID: 22876						
Radio ID: 22117						
Radio ID: 41009						
Radio ID: 22147						
Radio ID: 21853						
Radio ID: 22314						
Radio ID: 42749						
Radio ID: 22342						
Radio ID: 11516						
Radio ID: 25819						
Radio ID: 40932						
Radio ID: 23077						
Radio ID: 22366						
Radio ID: 23015						
Radio ID: 22868						
Radio ID: 09444						
Radio ID: 42556						
Radio ID: 25561						
Radio ID: 00001						

Eastern Daylight Time Normal Mode

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

www.nice.com

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Americas tel 1 866 999 NICE (6423), na_sales@nice.com
United Kingdom tel 44 (0)870 722 4000

Germany tel 49 (0) 69 971 770
France tel 33 1 53 43 91 84
Hong Kong tel 852 2598 3838

P/N 0803/10539-US. 360° View, Agent@home, Big Picture Technology, Executive Connect, Executive Insight (in Australia only), Experience Your Customer, Investigator, Lasting Loyalty, Listen Learn Lead, MEGACORDER, Mirra, My Universe, NICE, NiceAdvantage, NICE Analyzer, NiceCall, NiceCLS, NiceCMS, NICE Feedback, NiceFix, NiceGuard, NICE Learning, NICE Link, NiceLog, ScreenSense, NiceScreen, NiceSoft, NICE Storage Center, NiceTrack, NiceUniverse, NiceUniverse LIVE, NiceVision, NiceVision Harmony, NiceVision Mobile, NiceVision Pro, NiceVision Virtual, NiceWatch, Renaissance, Secure Your Vision, Tienna, Wordnet and other product names and services mentioned herein are trademarks and registered trademarks of NICE Systems Ltd. All other registered and unregistered trademarks are the property of their respective owners.

EXHIBIT 30

(3) Applicant shall provide the Commission with a certificate of liability insurance as required by the Commission.

Please see attached certificate of liability insurance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/29/2014

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-14-15	CONTACT NAME: PHONE (A/C, No. Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED SPRINGFIELD GAMING AND REDEVELOPMENT, LLC 825 BERKSHIRE BLVD WYOMISSING, PA 19610	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:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER: 13

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 INSR	SUBR VVD	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <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			10/01/2014	10/01/2015	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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			10/01/2014	10/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
A				10/01/2014	10/01/2015	E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
A				10/01/2014	10/01/2015	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Massachusetts Gaming Commission 84 State Street 10th Floor Boston, MA 02109	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>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/29/2014

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.-ALLWC-13-14	CONTACT NAME: PHONE (A/C. No. Ext):		FAX (A/C. No):
	E-MAIL ADDRESS:		
INSURED SPRINGFIELD GAMING AND REDEVELOPMENT, LLC 825 BERKSHIRE BLVD WYOMISSING, PA 19610	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE American Insurance Company		22667
	INSURER B: American Guarantee & Liability Ins Co		26247
	INSURER C: Indemnity Ins Co Of North America		43575
	INSURER D: ACE Property And Casualty Ins Co		20699
	INSURER E: INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER: 3

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 INSR	SUBR VVD	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <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			10/01/2013	10/01/2014	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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			10/01/2013	10/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			10/01/2013	10/01/2014	EACH OCCURRENCE	\$ 25,000,000
						AGGREGATE	\$ 25,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			10/01/2013	10/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
A				10/01/2013	10/01/2014	E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
A				01/01/2014	10/01/2014	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	EXCESS LAYER LIABILITY			10/01/2013	10/01/2014	EACH OCCURRENCE	25,000,000
						AGGREGATE	25,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Massachusetts Gaming Commission 84 State Street 10th Floor Boston, MA 02109	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>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED SPRINGFIELD GAMING AND REDEVELOPMENT, LLC 825 BERKSHIRE BLVD WYOMISSING, PA 19610	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Excess Liability Layers:

Carrier: Allied World Assurance Company, Ltd.**

Policy Term: 10/01/2013 - 10/01/2014

[REDACTED]

Limit: \$50,000,000 xs \$50,000,000

Carrier: Great American Assurance Co

Policy Term: 10/01/2013- 10/01/2014

[REDACTED]

Limit: \$25,000,000 xs \$100,000,000

Carrier: Liberty Mutual Insurance Europe Limited

Carrier: XL Insurance Company Plc - Irish Branch

Policy Term: 10/01/2013- 10/01/2014

Limit: xs \$100,000,000 xs \$125,000,000 (Quota share \$50,000,000 each combined)

Carrier: Iron-Starr**

Policy Term: 10/01/2013 - 10/01/2014

[REDACTED]

Limit: \$50,000,000 xs \$225,000,000

Carrier: Chubb Atlantic Indemnity Ltd.**

Policy Term: 10/01/2013- 10/01/2014

[REDACTED]

Limit: \$25,000,000 xs \$275,000,000

Carrier: American International Reinsurance Company, Ltd. **

Policy Term: 10/01/2013 - 10/01/2014

[REDACTED]

Limit: \$125,000,000 xs \$300,000,000

* These placements were made by Bowring Marsh (London) Limited and Bowring Marsh Dublin Ltd. Marsh USA Inc. has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.

** These placements were made by Bowring Marsh (Bermuda) Limited. Marsh USA Inc. has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.