



2017
HORSE RACING LICENSE APPLICATION

Sterling Suffolk Racecourse
(Suffolk Downs)

REDACTED



MASSACHUSETTS GAMING

2016 SEP 30 PM 2: 50

September 30, 2016

Chairman Stephen Crosby
Commissioner Gayle Cameron
Commissioner Lloyd Macdonald
Commissioner Bruce Stebbins
Commissioner Enrique Zuniga
Massachusetts Gaming Commission
101 Federal Street, 12th Floor
Boston, MA 02110

Dear Chairman Crosby and Commissioners Cameron, Macdonald, Stebbins and Zuniga:

Today Sterling Suffolk Racecourse, LLC ("Suffolk Downs") is submitting, pursuant to Chapter 176 of the Acts of 2016 ("Chapter 176"), a Supplemental Application for live racing dates for 2017.

Suffolk Downs intends to hold live racing in 2017 in the festival format we have used the past two years. The Supplemental Application seeks approval of six days of racing, which is same number of days as we hosted in 2016.

There are two contingent elements to the Supplemental Application. First, with respect to the number of dates, it seeks authorization to conduct six days of live racing, but Suffolk Downs may submit a further supplemental application to add more days. Note also that we have while we have identified six dates— July 8th, July 9th, August 5th, August 6th, September 2nd, September 3rd, 2017—it may be that further discussions with the NEHBPA and the MTBA will lead us to revise the dates.

Second, as with our application for dates in 2015 and 2016, the Supplemental Application is contingent upon purse funding from the Race Horse Development Fund of a similar magnitude to that provided for the 2016 purses.

We have opened our discussions with the NEHBPA and the Massachusetts Thoroughbred Breeders Association about specifics for next year's meeting and we expect to reach a purse agreement with the NEHBPA in the the coming weeks. The NEHBPA has requested that we consider hosting as many as six additional days of racing in 2017, subject to our ability to fund the additional purses and live racing expenses by way of the Race Horse Development Fund and subject to the sufficient availability of horses.

Finally, I note that while Suffolk Downs is filing this application prior to the deadline under Chapter 128A, Section 2 for applications for racing meeting licenses, we

are not required to do so because we are already a racing meeting licensee for the period from January 1 to July 31, 2017, when the racing statutes are set to expire. Section 13 of Chapter 176, as amended, provides that “[n]otwithstanding section 2 of chapter 128A of the General Laws and sections 1, 2, 2A and 4 of chapter 128C of the General Laws or any other general or special law to the contrary,” Suffolk Downs “shall remain licensed as a running horse racing meeting licensee until July 31, 2017.” Section 176 further provides that Suffolk Downs “shall remain authorized to conduct simulcast wagering pursuant to said chapter 128C for the entirety of any year in which at least 1 day and not more than 50 days of live running horse racing is conducted at the licensee’s facility.” The statute invites Suffolk Downs to file a supplemental application under Chapter 128A for authorization to conduct live racing under Chapter 128A to meet the simulcasting condition. A supplemental application under Chapter 128A is filed by one who is already a licensee and “may be filed with the commission at any time prior to the expiration of [the] calendar year for which” the licensee was licensed. Accordingly, and notwithstanding the filing of today’s Supplemental Application, Suffolk Downs remains entitled to file a supplemental application for 2017 later this year or in 2017.

Please let me know if you have any questions about the application. We look forward to working with you again in 2017.

Sincerely,



Chip Tuttle
Chief Operating Officer

cc: Edward R. Bedrosian, Jr., Executive Director
Catherine Blue, General Counsel
Alexandra Lightbown, Director of Racing



SUPPLEMENTAL APPLICATION FOR DATES TO HOLD OR CONDUCT A RACING MEETING

SUPPLEMENTAL APPLICATION OF: Sterling Suffolk Racecourse, LLC (the "Applicant") FOR DATES TO HOLD OR CONDUCT A RACING MEETING AT Boston and Revere, Suffolk County FOR CALENDAR YEAR 2017.

Pursuant to the provisions of Chapter 176 of the Acts of 2016, and Chapter 128A of the General Laws of the Commonwealth of Massachusetts, inserted by Chapter 374 of the Acts of 1934, as amended, the Applicant hereby makes supplemental application for dates on which to hold or conduct a **Running Horse** racing meeting at **Boston and Revere**, County of **Suffolk**. This supplemental application incorporates by reference the letter dated September 30, 2016, from Paul M. Tuttle, Jr., COO of the Applicant, to the Commission.

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

Attached hereto, is a certified check or bank draft payable to the Massachusetts Gaming Commission in the sum of **\$1,200.00** which is the greater of .0013 times the average daily handle for the racing meeting that occurred in 2016 or Three hundred dollars (\$300.00) for each day of the first week that the applicant will be open in 2016 if the requested license is granted.

In lieu of a bond and with the approval of the Massachusetts Gaming Commission (the "MGC" or the "Commission"), the Applicant has previously provided the Commission with a certificate of deposit with Bank of America, N.A., Boston, MA in the amount of \$125,000 in accordance with Section 3(o) of Chapter 128A of the General Laws.

1. The name of the applicant: **Sterling Suffolk Racecourse, LLC**

2. The post office address of the applicant: **525 William F. McClellan Highway, East Boston, MA 02128**

3. Address of principal office: **525 William F. McClellan Highway, East Boston, MA**

4. Trade name, if any, under which business is or is to be conducted: **Suffolk Downs**

5. The location of the race track where it is proposed to hold or conduct such meeting, including street address, municipality and county.

Suffolk Downs is located in East Boston and Revere, in Suffolk County. The street address is 525 William F. McClellan Highway, East Boston, Massachusetts.

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.

Please see Exhibit No. 6

7. The hours of each day between which it is intended to hold or conduct racing at such meeting in accordance with c. 128A §2 (5).

Earliest legal hour until sunset or 7:00 P.M.

8. Name and address of attorney, if any, of the applicant:

**DLA Piper LLP (US), 33 Arch Street, 26th Floor, Boston, MA 02110
Attention: Bruce S. Barnett**

9. Applicant is (check one):
 An individual
 A limited partnership
 An unincorporated association
 A general partnership
 A trust
 A corporation
 An LLC
 Other (specify)

10. If applicant is an individual, give name, address, place and date of birth.

Name Not Applicable

Residence _____

Place of Birth _____ Date of Birth _____

*Submit as **Exhibit 10** three personal references including one of a bank.*

11. If applicant is a corporation, LLC, partnership or other business entity:

(a) 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.

(b) Submit as **Exhibit 11 (b)** a statement showing:

(1) Class of stock issued or to be issued (designate which)

(2) Par value

(3) Vote per share

(4) Number of shares authorized

(5) Number of shares issued

(6) Number of shares subscribed

(7) total number of shares and the percentage of shares owned by each shareholder.

N/A

(c) 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.

N/A

(d) 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.

(e) 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.

N/A

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

___ YES X NO

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

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

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

___ YES X NO

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

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

___ Yes X No

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

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

Yes No

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

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

Yes No

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

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

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

Yes No (other than current and prior meetings and wagering activities at Suffolk Downs)

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Fee Simple Ownership

Lease

Other Authority

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

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

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

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

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

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

Yes **No**

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

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

18. If license is granted applicant will carry: Check

Workmen's Compensation Insurance	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	
Public Liability Insurance	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	
Jockey Insurance	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	
Drivers' Insurance	N/A	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

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

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

Previous racing applicant; no new changes.

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

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

- (e) Number of pari-mutuel ticket windows provided:
 - Grandstand:___ Selling:___ Cashing:___
 - Club House:___ Selling:___ Cashing___
 - Other Locations:___ Selling:___ Cashing:___

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

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

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

20. Submit as Exhibit **20** a detailed statement of security measures which will be employed for the protection of patrons, employees, occupational licensees and horses and the control of traffic within the premises and on roads leading to and from the said premises. This statement should include but not be confined to:
- (a) Number of uniformed police officers to be on duty each day inside the track;
 - (b) Whether such police officers will be regular police officers or special officers;
 - (c) Number of uniformed police officers detailed to traffic within the premises and on roads leading to and from the premises before, during and after racing hours;
 - (d) Number of plain clothes officers or detectives assigned within the track proper;
 - (e) System to be used for the detection and suppression of illegal gambling within the premises of the applicant;
 - (f) System to be used in the detection and barring of pick-pockets, touts and other undesirable characters;
 - (g) Name of person who will be in charge of security within the track proper;
 - (h) Name of person who will have supervision of traffic control within the premises of the applicant and will act as liaison between the applicant and local police authorities in the control of traffic outside of the premises of the applicant;
 - (i) Name of police authority that has been consulted in setting up security measures within the track and the control of traffic within and outside of the premises of the applicant.
 - (j) System used to protect money received by the track, including security systems protecting the cash room and measures taken to ensure that all wagering equipment is working properly and free from tampering.

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

Previous racing applicant; no new changes.

- (a) Size of Track
 - (b) Number of Chutes
 - (c) Number of Stables
 - (d) Number of Stalls
 - (e) Number of Tack Rooms
 - (f) Number of Tack Rooms Heated
 - (g) Number of Shower baths in stable area
 - (h) Toilet facilities in stable area
 - (i) Fire protection in stable area including:
 - Number of sprinklers
 - Number of fire alarm boxes
 - Other fire protective measures in stable area
 - (j) a detailed statement of measures which will be employed in the policing of the stable area. This statement should include but not be confined to:
 - (1) Is stable area enclosed, if so, describe method of enclosure;
 - (2) Number of gates to enclosure, where located and method of control;
 - (3) system of passes to be issued to persons employed in stable area;
 - (4) method to be followed in allowing persons in and out of stable area;
 - (5) number of uniformed police officers to be assigned to the stable area indicating the number in daytime hours and nights;
 - (6) number of plain clothes officers or detectives to be assigned to the stable area, days and nights;
 - (7) name of person who will be in charge of policing in the stable area.
 - (k) Recreation room
 - (l) Track Kitchen, including seating capacity
 - (m) Size of jockey or driver's room and equipment available including number of shower baths, toilets, hot-boxes, etc.
 - (n) List of other accommodations, facilities or services in stable area.
 - (o) List any other accommodations, facilities or services for the benefit of the patrons attending.
22. Submit as **Exhibit 22** the trade name of any of the following equipment used at the track-date of purchase or the date of present contract or lease and expiration date of said contract:
- (a) Pari-Mutuel Equipment
 - (b) Starting Gate
 - (c) Photo Finish Camera
 - (d) Film Patrol
 - (e) Timing Devices
 - (f) Inter-communication system
 - (g) Public Address System
 - (h) Closed Circuit Television System
 - (i) Horse Shoe Board
 - (j) Scales

23. Submit as **Exhibit 23**

If a previous racing applicant, please state any new changes from the previous year:

Previous racing applicant; no new changes.

- (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.
24. Submit as **Exhibit 24** a copy of the applicant's most recent audited financial statements, most recent audited or unaudited quarterly financial statement, an audited profit and loss statement for the applicant's most recent fiscal year, a statement showing the total gross receipts for the past five calendar years received by each concessionaire operating at the race track and the amount paid to the applicant. If the receipts to the applicant are based on other than the gross receipts, explain how the receipts are calculated. Also include a description of any interest held by the applicant or any officer, director, member, manager, majority shareholder or partner in any concessionaire.
25. Submit as **Exhibit 25** a statement setting forth the reasons why the applicant believes that the dates applied for will be beneficial to the public, the Commonwealth, the applicant, and the Commonwealth's thoroughbred or Standardbred owners and trainers and Massachusetts based vendors and suppliers.
26. Submit as **Exhibit 26** the following information:
- (a) Actual amount of purses paid in the last calendar year;
 - (b) Estimated amount of purses to be paid in the next calendar year;
 - (c) Actual handle generated by applicant on its live races in the last calendar year (all sources);
 - (d) Direct employment numbers attributable to applicant in the last calendar year as evidenced by the number of people who received a Form W-2 and / or Form 1099 MISC and direct employment numbers of employees who are citizens of the Commonwealth;
 - (e) Indirect employment numbers attributable to applicant in the last calendar year as evidenced by statements from sub-contract companies (such as concession workers, security guards, tote personnel, etc.) as to employees assigned to applicant's facility;
 - (f) Number of occupational licenses attributable to applicant in the last calendar year 2015;
 - (g) Amount of tax revenue and other revenues paid to the Commonwealth in the last calendar year including total Massachusetts income tax withheld from employees, Massachusetts sales taxes paid to the Commonwealth, Massachusetts corporate taxes actually paid or payable for the most recent fiscal year, and real estate taxes, as evidenced by appropriate source documents such as Forms W-2, M941, sales tax remittance forms, etc.;
 - (h) Total pari-mutuel revenue generated and paid to the Commonwealth in the last calendar year including state commissions, assessments, association license fees, occupational license fees, fines, penalties and miscellaneous revenues, other than unclaimed wagers, paid to the Massachusetts State Racing Commission and Massachusetts Gaming Commission.

27. Include as **Exhibit 27** a master list of requested simulcast imports. A new form (“Licensee Request for Simulcast Import”) MUST be completed for EACH signal and submitted to the Commission no later than November 29 of each calendar year. Approval letters from the host racetrack’s regulatory authority and both representative horsemen’s groups must be on file with MGC by the close of business on the day prior to the first day of import.
28. Include as **Exhibit 28** a master list of requested simulcast export outlets with this application. Such list should identify all secondary, satellite, and/or guest sites serviced by the primary outlet. In addition, a new form (“Licensee Request for Simulcast Export”) MUST be completed for each signal and submitted to the Commission, along with an approval letter from the applicant’s representative horsemen’s group, no later than 30 days before the first scheduled day of the live race meet.
29. Include as **Exhibit 29** a request for authorization for a system of account wagering in accordance with 205 CMR 6.20: General Account Wagering. The request shall include information related to any planned, non-monetary, incentive programs and account security plans. If a service provider is used, include copies of any and all agreements between the service provider and the applicant regarding the services to be provided by the service provider to the applicant in respect to the applicant’s account wagering operations
30. General Conditions
 - (1) Approval of a race meeting by the Commission does not establish the Commission as the insurer or guarantor of the safety or physical condition of the association's facilities or purse of any race.
 - (2) By submitting this application, applicant agrees to indemnify, save and hold harmless the Commission from any and all liability arising from unsafe conditions at the applicant’s premises and default in payment of purses.
 - (3) Applicant shall provide the Commission with a certificate of liability insurance as required by the Commission.
 - (4) Applicant shall maintain in an approved depository, those amounts deducted from the pari-mutuel handle for distribution for the purposes specified in the Ch. 128A, 128C, and Commission rules.
 - (5) Applicant and its managing officers are jointly and severally responsible to ensure that the amounts retained from the pari-mutuel handle are distributed according to the Ch. 128A, 128C, and Commission rules and not otherwise.
 - (6) Applicant and its managing officers shall ensure that all purse monies, disbursements and appropriate nomination race monies are available to make timely distribution in accordance with Ch. 128A, and Commission rules.

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

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

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

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

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

Applicant: Sterling Suffolk Racecourse, LLC

By: PM Chip Tuttle
Paul M. Tuttle, Jr.,
Chief Operating Officer

Date: September 30, 2016

WITNESS: Regina A. Hawelle

WITNESS: Paul Tuttle

ATTEST: Bruce S. Barnett
Bruce S. Barnett
Attorney

AFFIDAVIT BY LIMITED LIABILITY COMPANY APPLICANT

Commonwealth of Massachusetts, County of Suffolk

Paul M. Tuttle, Jr., being duly sworn, upon oath deposes and says that:

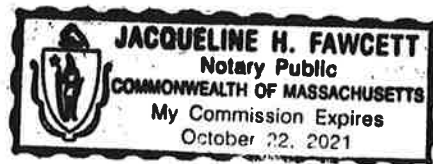
1. He is the Chief Operating Officer of the Limited Liability Company named as the applicant and signed the foregoing application.
2. He was duly authorized to sign said application in its name and in its behalf.
3. He has read and fully understands all of the questions pertaining to such applicant and that all of the foregoing answers, statements and declarations made thereto are true.

Subscribed and sworn to before me this 30th day of September, 2016.

PM Chip Tuttle
 Signature of Affiant

Jacqueline H. Fawcett
 Signature of officer administering oath

Notary Public
 Title of such officer



Sterling Suffolk Racecourse, LLC

Supplemental Application for Racing Dates in 2017

EXHIBITS

Exhibit 6

At this time, the Applicant seeks authorization to run live races on July 8th, July 9th, August 5th, August 6th, September 2nd, September 3rd, 2017. As set forth in the Applicant's letter to the Commissioners dated September 30, 2016, the Applicant intends to hold live thoroughbred horse races in 2017 but has not yet determined the total number of days. Accordingly, the Applicant reserves the right to supplement or amend this application to add to and/or change the live racing dates.

The Applicant intends to run nine to eleven (9-11) races daily or as otherwise determined by applicant.

The Applicant is currently discussing with the NEHBPA the terms of a purse agreement for the 2017 racing meeting.

Exhibit 11(a)

Board of Managers

John L. Hall, President

Stephen W. Kidder

Charles E. Morneau

Cliff Broser

Kelly Realejo

Robert K. Vincent

Officers

John L. Hall, President

Paul M. (Chip) Tuttle, Jr., Chief Operating Officer

Members

Please see Exhibit 11(d)

Confidential personal information of the individuals listed above (including address, date of birth, birth place) is on file with the Racing Division (as successor to the State Racing Commission) in connection with prior filings and with the Investigations and Enforcement Bureau of the Massachusetts Gaming Commission (in connection with the Applicant's RFA-1 submissions) and subject to the confidentiality conditions applicable to such records.

Exhibit 11 (d)

Sterling Suffolk Racecourse, LLC
Members and Percentage Interests

The Applicant's confidential equity schedule is being filed contemporaneously herewith under separate cover along with a request for confidential treatment pursuant to the Commission's regulations.

Exhibit 13(b)

The Applicant was an applicant for a category 1 gaming license from the Massachusetts Gaming Commission and filed RFA-1 disclosures forms for itself and its qualifiers. That application was neither granted nor denied. The gaming license application and its confidential information is in the possession of the Massachusetts Gaming Commission.

Exhibit 14(a)

PROPERTY DESCRIPTION

A certain parcel of land located in Boston and Revere, Massachusetts, bounded and described as follow:

Beginning at a point on the easterly sideline of McClellan Highway, said point being the southwest corner of the herein described parcel;

Thence running N 31°00'24"E, a distance of 680.72 feet by said sideline of McClellan Highway;

Thence turning and running S 72°33'26"E, a distance of 102.09 feet;

Thence turning and running N 31°00'24"E, a distance of 35.00 feet;

Thence turning and running S 72°33'26"E, a distance of 143.76 feet;

Thence turning and running S 58°33'36"E, a distance of 615.50 feet;

Thence turning and running S 55°44'26"E, a distance of 304.47 feet to a point of curvature;

Thence turning and running northeasterly by a curve to the left having a radius of 120.00 feet, a distance of 155.68 feet to a point of tangency;

Thence running N 49°55'39"E, a distance of 311.11 feet;

Thence turning and running N 44°34'24"E, a distance of 473.63 feet;

Thence turning and running N 48°00'24"E, a distance of 169.84 feet;

Thence turning and running N 42°21'20"E, a distance of 112.90 feet;

Thence turning and running N 50°42'54"E, a distance of 426.66 feet;

Thence turning and running N 78°31'34"E, a distance of 106.63 feet;

Thence turning and running N 37°30'51"E, a distance of 1203.44 feet;

Thence turning and running N 19°23'15"W, a distance of 533.10 feet to Sales Creek;

Thence turning and running northeasterly a distance of about 366 feet by Sales Creek to a point on the southwesterly sideline of Winthrop Avenue;

Thence turning and running S 50°25'53"E, a distance of 1663.00 feet by said sideline of Winthrop Avenue;

Thence turning and running S 26°12'32"W, a distance of 2453.13 feet by the westerly sideline of Washburn Avenue;

Thence turning and running southwesterly by a curve to the right having a radius of 2688.79 feet, a distance of 566.66 feet;

Thence turning and running southwesterly by a curve to the right having a radius of 148.18 feet, a distance of 144.65 feet by the northerly sideline of Waldemar Road to a point of tangency;

Thence running N 85°47'32"W, a distance of 70.19 feet by said sideline of Waldemar Avenue to a point of curvature;

Exhibit 14(a) (cont.)

Thence turning and running westerly by a curve to the right having a radius of 288.22 feet, a distance of 18.23 feet by said sideline of Waldemar Avenue;

Thence turning and running N 07°49'54"E, a distance of 100.00 feet;

Thence turning and running westerly by a curve to the right having a radius of 188.22 feet, a distance of 78.37 feet to a point of tangency;

Thence turning and running N 58°18'48"W, a distance of 1050.00 feet;

Thence turning and running S 31°41'12"W, a distance of 100.00 feet to a point on the northerly sideline of Waldemar Avenue;

Thence turning and running N 58°18'48"W, a distance of 150.68 feet by said sideline of Waldemar Avenue to a point of curvature;

Thence turning and running westerly by a curve to the left having a radius of 1465.00 feet, a distance of 712.00 feet by said sideline of Waldemar Avenue to a point of reverse curvature;

Thence turning and running westerly by a curve to the right having a radius of 828.45 feet, a distance of 182.45 feet by said sideline of Waldemar Avenue to a point of tangency;

Thence running N 73°32'28"W, a distance of 663.79 feet by said sideline of Waldemar Avenue to a point of curvature;

Thence turning and running southwesterly by a curve to the left having a radius of 740.61 feet, a distance of 210.98 feet by said sideline of Waldemar Avenue to a point of tangency;

Thence running N 89°51'48"W, a distance of 385.00 feet by said sideline of Waldemar Avenue;

Thence turning and running N 00°08'12"E, a distance of 90.00 feet;

Thence turning and running N 89°51'48"W, a distance of 108.90 feet to the point of beginning.

The above described parcel contains an area of about 7,024,060 square feet (about 161.2 acres.)

PARCEL C-4(2)

A certain parcel of land located in Revere, Massachusetts, bounded and described as follows:

Beginning at the intersection of the southerly sideline of Diner Road with the southeasterly sideline of Lee Burbank Highway;

Thence running S 86°04'16"E, a distance of 56.33 feet by the southerly sideline of Diner Road,

Thence turning and running S 66°54'16"E, a distance of 812.18 feet by said southerly sideline of Diner Road;

Thence turning and running southwesterly a distance of about 14 feet;

Thence turning and running N 64°35'16"W, a distance of 259.00 feet;

Thence turning and running N 89°41'19"W, a distance of 59.65 feet;

Thence turning and running N 59°53'59"W, a distance of 35.26 feet;

Thence turning and running N 48°46'31"W, a distance of 65.24 feet;

Thence turning and running N 86°36'43"W, a distance of 71.17 feet;

Exhibit 14(a) (cont.)

Thence turning and running N 63°33'11"W, a distance of 111.19 feet;

Thence turning and running N 71°32'24"W, a distance of 74.24 feet;

Thence turning and running N 67°20'36"W, a distance of 76.36 feet;

Thence turning and running N 78°06'16"W, a distance of 50.97 feet;

Thence turning and running N 72°55'16"W, a distance of 74.60 feet to a point on the southeasterly sideline of Lee Burbank Highway;

Thence turning and running N 30°27'59"E, a distance of 24.52 feet by said sideline of Lee Burbank Highway to the point of beginning.

The above described parcel of land contains an area of about 14,895 square feet.

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:

Suffolk Downs is easily accessible on foot from the "Suffolk Downs" station of the Massachusetts Bay Transit Authority located beyond the three-quarter mile chute of the track. The M.B.T.A. service to Suffolk Downs is available from all other stations of the M.B.T.A..

Suffolk Downs is contiguous to two well-traveled highways - the Revere Beach Parkway to the north and the McClellan Highway (Route 1A) to the west. The track is accessible from downtown Boston via either the Callahan Tunnel, Ted Williams Tunnel or the Tobin Bridge. It is also accessible from other points via the Southeast Expressway, Central Artery, Northeast Expressway, Storrow Drive. From Lynn and the North Shore, Suffolk Downs is accessible via Routes 1 and 1A; from Portland, Maine, via Route 1; from Lawrence, Massachusetts and Manchester, New Hampshire, via Route 93; from Nashua, New Hampshire and Lowell, Massachusetts, via Route 3; from Fitchburg and Concord, via Route 2; from Marlboro via Route 20, from Springfield and Worcester; via the Massachusetts Turnpike and/or Route 9; from Providence, via Route 1; from Taunton and Fall River, via Route 24 and from Quincy and Plymouth, via Route 3.

Plane service to Logan International Airport is provided from the United States and elsewhere in the world by various U.S. and foreign carriers.

Population Within a 50-mile Radius

The Total Population of all Cities and Towns within a 50 -Mile Radius of Suffolk Downs is over 4,000,000, of which over 400,000 persons are residents of Rhode Island, and over 200,000 are residents of New Hampshire.

Exhibit 14(a) (cont.)

Distances to Principal Cities Within a 50-Mile Radius of Suffolk Downs:

<u>City</u>	<u>Miles</u>	<u>City</u>	<u>Miles</u>	<u>City</u>	<u>Miles</u>
Chelsea	3	Belmont	12	Attleboro	37
Everett	6	Cambridge	8	Newburyport	36
Somerville	10	Salem	16	Worcester	42
Brookline	10	Beverly	16	Fitchburg	49
Lynn	5	Brockton	25	Leominster	48
Quincy	12	Peabody	21	Fall River	50
Waltham	12	Marlboro	27	Woonsocket, RI	37
Medford	8	Lawrence	28	Providence, RI	47
Malden	7	Lowell	28	Cranston, RI	49
Newton	14	Gloucester	30	Bristol, RI	50
Arlington	12	Haverhill	31	Nashua, NH	36
Melrose	10	Taunton	36	Portsmouth, NH	49

Plot Plan

Previously submitted; no changes.

Exhibit 14(b)

Agreements in effect with the following:

1.) Natural Gas Service for Buildings:

- a.) National Grid
No written agreement.
- b.) National Grid (for delivery from city gate)
No written agreement.

2.) Electricity

- a.) Direct Energy Business, LLC
Contract in effect through meter reads through December 2016.
- b.) NStar (for delivery of electric power)
No written agreement.

3.) Food and Beverages:

- a.) Dining rooms, stands, etc. –

Boston Culinary Group, Inc. (Centerplate)
55 Cambridge Parkway, Suite 200, Cambridge, MA 02142
Contract dated 12/1/1991, as amended
- b.) Track Kitchen (stable area) –

TBD for 2017
- c.) Jock's Room Kitchen –

TBD for 2017

4.) Programs:

- a.) Daily Racing Form
Department CH17138
Palatine, IL 60055
Contract in effect dated March 2013 and continuing through 2017
- b.) G & S Delivery
50 Lowe Street
Tewksbury, MA 01876
Unwritten agreement on at-will basis.

Exhibit 14(b) (cont.)

5.) Valet Parking:

N/A

6.) Other Concessions/Contractors:

a) Feed Service

Dodge Grain Co.
No written agreement; at-will arrangement with supplier.

b) Rubbish Removal

Waste Management
Contract in effect dated 1/1/13 through 12/31/16.

b) Recycling

Save That Stuff, Inc.
Prior written agreement has expired; continuing at-will under the prior terms.

b) Manure Removal

Wood Trucking Corp.
Prior written agreement has expired; continuing at-will under the prior terms.

b) Cleaning

At-will arrangement with service provider; continuing to operate under terms of expired prior agreements.

b) Shuttle Buses

Written agreement with service provider in place for 2017

c) Ambulance Service

Action Ambulance
Written agreement in effect for 2016; awaiting renewal.

d.) Sprinkler System Service & Testing

SimplexGrinnell
At will arrangement; prior written agreement expired.

Exhibit 14(b) (cont.)

e.) Stable Area Men's Clothier –

Waldeck and Veterinarian Supplies
c/o EE Waldeck Turf Supply
55 Burdick Drive
Cranston, RI 02920
Unwritten agreement on at-will basis

f.) Handicap cards

Various entities on file with the Racing Division

g.) The applicant notes that it: (i) will also have understandings with advertising professionals, accountants, attorneys, consultants, engineers, insurance agents and like professional and service persons; (ii) expects to purchase tickets and other supplies; (iii) has entered collective bargaining agreements with its various employee unions; (iv) has purse and recognition agreements with its horsemen; (v) expects to make arrangements for protection of its funds while in transit and of its patrons and property while racing meetings are in progress, and for direction of traffic during such meetings; (vi) expects to make arrangements for maintenance, repair, refurbishing and improvement of its premises and for the purchase of equipment, materials and supplies therefor; (vii) operates pursuant to its limited liability company agreement; (viii) licenses use of its premises for banquets, functions and various special events; (ix) has various other agreements with vendors that do not relate to functions or services that are material to the operation of the racetrack.

7.) Financial Interests, such as Loans

The applicant has a first mortgage loan from that is privately held by affiliates of certain of its members and is evidenced by various loan documents.

8.) Agreements With Potential to Effect a Change of Control

None.

Exhibit 15

Local Authority Approvals
in Accordance with M.G.L. c. 128A, § 13A

Please see attached.

4/22/1935

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6. Petition presented by J. S. Connors as follows:

"The undersigned respectfully petitions that under Section 27 (and/or any other section applicable thereto) of the Zoning Ordinance of the City of Revere there may be granted an amendment to said zoning ordinance changing a certain parcel of filled land from "general residence district" to "business district". The area referred to is bounded and described as follows:

- NORTHEASTERLY by Winthrop Avenue;
- SOUTHEASTERLY by Washburn Avenue and land of the Eastern Massachusetts Street Railway Co.
- SOUTHWESTERLY by the boundary line between Revere and Boston and other land of the Boston Port Development Company within the City of Boston zoned as "industrial area";
- NORTHWESTERLY by other land of the Boston Port Development Company in Revere zoned as "heavy industrial area";

containing about 750,000 square feet as shown on plan entitled "Zoning Plan, Revere, Mass." by Whitman & Howard, Civil Engineers, dated April, 1935, blue print of which is attached hereto.

Referred to the Committee on Legal Affairs.

7. Four petitions presented as follows:

268

Petition of Joseph Gallo, of 44 Mill St., Revere, for a permit for the renewal of a poolroom license two (2) tables to be located at 390 Broadway, Revere, Mass.

269

Petition of Frank Purdy of 385 Beach St., Revere, for a permit for two (2) taxi cab stands at the northeast corner of Shirley and Ocean Avenues.

272

Petition of Eastern Racing Ass'n Inc., (By Charles H. Innes, Clerk & Attorney of Boston), 108 Water St., Boston, Mass., for approval and consent to the location of a Race Track for horse racing in that part of Revere known as Suffolk Downs as more particularly appears in an application granted by the State Racing Commission of Massachusetts adjoining Revere Beach Boulevard.

273

Petition of Jacob Haffer of 39 Walnut Ave., Revere, for a permit for the renewal of one (1) taxi stand on Ocean Avenue near Shirley Ave.

All referred to the Committee on Licenses & Permits.

271

8. Petition presented by Samuel J. Aronson, of 104 Bradstreet Ave., Revere, Mass., for the renewal of an Auctioneer's License.

Referred to the Committee on Legal Affairs.

243

9. The Standing Committee on Licenses and Permits to which was referred the petition of the Beachmont Taxi, signed by A. McKean, of 27 Crescent Ave., Revere, for a permit for a taxi stand for one cab to be located at 2 Unity Ave., Revere, Mass. (Consent attached), reporting and recommending that the same be granted; which was objected to by Councilman Armstrong on the first reading at the previous meeting and the report held until this meeting.

Councilman Armstrong with-draws his objection. The report ordered accepted and adopted under the suspension of rules.

268

10. The Standing Committee on Licenses and Permits to which was referred the petition of Joseph Gallo, of 44 Mill St., Revere,

OCT 17 1935

A TRUE COPY ATTEST:
John P. Albery
CITY CLERK

4/22/1935

permit for a renewal of a poolroom license (two located at 390 Broadway, Revere, Mass., would and recommend that the same be granted. subject to the approval of the Chief of Police.

ORDERED accepted and adopted under the suspension of

The Standing Committee on Licenses & Permits to whom referred the petition of the Eastern Racing Ass'n Inc., (by Charles H. Innes, Clerk & Attorney of Boston) of 108 Water St., Boston, Mass., for the approval and consent to the location of a racing track for horse racing in that part of Revere known as Buffalo Downs and more particularly appears in an application granted by the State Racing Commission of Massachusetts adjoining Revere Beach Boulevard, would report and recommend that the Council of the City of Revere consent to the location of a track for racing horses in that part of Revere, known as Buffalo Downs; bounded by Washburn Avenue, the Radial Highway, Balls Isle Inlet and the Revere Beach Parkway, more specifically described in an application made to the State Racing Commission and granted to the Eastern Racing Associates, Inc.

272 ✓



ORDERED accepted and adopted under the suspension of rules.

The Standing Committee on Legal Affairs to whom was referred the petition of J. S. Connors for the rezoning of a certain parcel of filled land from "general residence district" to "business district". The area referred to is bounded and described as follows:

267 ✓

A TRUE COPY ATTACHED
John J. Maloney
CITY CLERK

NORTHEASTERLY by Winthrop Avenue;

SOUTHEASTERLY by Washburn Avenue and land of the Eastern Massachusetts Street Railway Co.;

SOUTHWESTERLY by the boundary line between Revere and Boston and other land of the Boston Port Development Company within the City of Boston zoned as "industrial area";

NORTHWESTERLY by other land of the Boston Port Development Company in Revere zoned as "heavy industrial area";

Containing about 750,000 square feet as shown on plan entitled "Plan, Revere, Mass.", by Whitman & Howard, Civil Engineers, dated April, 1935, blue print of which is attached hereto. The Council report and recommend that a public hearing be held in the Council Chamber on Monday, May 20th, 1935, at 8:00 P. M., & the owners of real estate abutting the same be notified by registered mail, return receipt requested, same to be advertised in the Revere Herald, all at the expense of the petitioner; the petitioner to be present at the hearing to give any information the Councilmen may desire. Further that a copy of the petition be referred to the Planning Board for their report or recommendations to the Council.

ORDERED accepted and adopted under the suspension of

The Standing Committee on Legal Affairs to whom was referred the petition of Forest E. Toward of 329 Broadway, Revere, for a renewal of an Auctioneer's License, would report and recommend that the same be granted.

184 ✓

ORDERED accepted and adopted under the suspension of

The Standing Committee on Legal Affairs to whom was referred the petition of Samuel J. Aronson of 104 Bradstreet, Revere, for a permit for an Auctioneer's License, would report and recommend that the same be granted.

271 ✓

ORDERED accepted and adopted under the suspension of

601-17-1950

REPORTS OF PROCEEDINGS

OF THE

CITY COUNCIL OF BOSTON

FOR THE YEAR

COMMENCING JANUARY 7, 1935, AND ENDING JANUARY 4, 1936



CITY OF BOSTON
PRINTING DEPARTMENT
1936

APRIL 22, 1935.

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PETITIONS RECEIVED.

The following petitions were received and referred to the committees named, viz.:

Claims.

- James Baird, for compensation for damage to car by city truck.
 Kieran Duffy, for compensation for damage to property at 15 Hunnewell avenue, Brighton, caused by ash collector.
 Marguerite Farren, for compensation for damage to car caused by an alleged defect in Reddy street, Dorchester.
 O. L. Johnson, for compensation for damage to truck by ash truck.
 Grace L. Kimball, for compensation for injuries caused by an alleged defect at 334 and 336 Newbury street.
 Catherine Koloska, for compensation for injuries caused by an alleged defect at 5 Congress street.
 Catherine F. Laing, for compensation for damage to property at 15 Calvin road, caused by garbage truck.
 Mary Lynnam, for compensation for damage to property at 194, 196 and 198 Shawmut avenue, caused by broken water pipe.
 Annie Miller, for compensation for damage to property at 170 Quincy street, caused by break in water pipe.
 Edward Miller, for compensation for damage to property at 166 Quincy street, caused by break in water pipe.
 Bridget E. Monahan, for compensation for damage to property at 525 and 527 Gallivan Boulevard, caused by construction of sidewalk on Lenoxdale avenue.

Executive.

- Petitions for children under fifteen years of age to appear at places of public amusement, viz.:
- Yvonne Baron, Recital Hall, June 5.
 Lillian F. Rose, Repertory Theatre, June 12.
 A. Maria Govone, Repertory Theatre, June 4.
 Katherine G. O'Gorman, Shubert Theatre, May 17.
 Florence W. Russell, Repertory Theatre, June 1.
 Mary V. Hayes, Repertory Theatre, May 31.
 Lilla Viles Wyman, Repertory Theatre, May 11.
 Gertrude Dolan Del'etra, Repertory Theatre, June 20.

RECESS.

The Council voted at 2.37 p. m., on motion of Coun. GALLAGHER, to take a recess subject to the call of the Chair. The members reassembled in the Council Chamber at 3.30 p. m. and were called to order by President FITZGERALD.

CONFIRMATION OF APPOINTMENTS.

President FITZGERALD called up, under unfinished business, No. 1 on the calendar, viz.:

1. Action on appointments submitted by the Mayor April 15, 1935, of minor officers, weighers of coal, etc., for the term of one year, beginning with the first day of May, 1935; as contained in City Document 48.

The question came on confirmation: Committee, Coun. Selvitella and Agnew. Whole number of ballots 22; yeas 19, nays 3, and the appointments were confirmed.

EAST BOSTON RACE TRACK.

Coun. SELVITELLA offered the following:
 Ordered, That the City Council of the City of Boston consent to the location of a track for racing horses in that part of East Boston known as Suffolk Downs, bounded by Bennington street, the Radin highway, Waldemar avenue and the Hever Beach Parkway, more specifically described in an application made to the State Racing Commission by the Eastern Racing Association, Inc.
 Passed under suspension of the rule.

INFORMATION RE SPECIAL NURSES.

Coun. GOLDMAN offered the following:
 Ordered, That his Honor the Mayor request the trustees of the Boston City Hospital to inform the members of the City Council as to the following:

1. Funds expended during the last fiscal year for special nurses provided at the hospital without charge to the patient.
 2. The budget for the current fiscal year for such special nurses.
 3. The amount of money still unexpended in the current budget for such special nurses.
- Passed under suspension of the rule.

VACANCIES IN SANITARY DIVISION.

Coun. GOLDMAN offered the following:
 Ordered, That his Honor the Mayor replace existing vacancies in the Sanitary Division of the Public Works Department.
 Passed under suspension of the rule.
 In connection with the order Coun. GOLDMAN submitted the following:

City of Boston,
 Public Works Department,
 Sanitary Division, April 2, 1935.
 Councilor Maurice M. Goldman,
 Council Chamber, City Hall.

My dear Councilor,—In reply to your communication of April 1, relative to the cleaning of streets, I beg to state that the Welfare men upon whom we have been relying for the past three years to assist our regular workers have fallen in number to a point where we have been unable to keep up with our regular schedule. This is due to the fact that the policy of the Welfare Department has been to place as many able-bodied men as possible upon E. R. A. projects; in fact, in my own department the average number of Welfare men per day has fallen from 1,000 to 300, 500 and 600. At the same time our regular city forces have not been replaced as vacancies occurred.

The E. R. A. regulations preclude the acceptance of any project for either street cleaning or waste collection, so that it is impossible to get any Governmental assistance. However, in the present emergency we have combined forces with the Highway Division and have divided the city into emergency street cleaning districts until the city is cleaned up.

We have just had a conference with the Welfare Department, and beginning next week we hope temporarily, at least, to augment our forces so that we can be able to show something in the way of streets actually cleaned.

Very truly yours,
 ABOLITH J. POST,
 Division Engineer, Sanitary Division.

ROPIING OFF UNION PARK STREET.

Coun. DOWD offered the following:
 Ordered, That the City Messenger be, and he hereby is, authorized to rope off Union Park street, between 2.30 and 4.30 p. m., on Saturday, April 27, for the cross-country run of the Cathedral Club, the expense incident thereto to be charged to the appropriation for City Council, Flags, Ropes and Stakes.
 Passed under suspension of the rule.

DEMOLITION OF ELEVATED STRUCTURE.

Coun. DOWD offered the following:
 Resolved, That the City Council of Boston hereby favors the immediate demolition of the present Boston Elevated structure and requests his Excellency the Governor and his Honor the Mayor to ask the proper authorities in Washington to provide for a grant of \$42,000,000 to cover the expense of the demolition of said structure and to provide for the construction of a tunnel to take the place of said elevated structure throughout the entire system.

Coun. DOWD—Mr. President, during the last two years this Council has gone on record no less than six different times requesting that the present Elevated structure be demolished. But evidently no attention has been given to that stand taken by this body until within the last month or two when the people of Roxbury and Charlestown have gathered together and over 50,000 signatures have demanded that some such action be taken. We have heard a lot of talk about 10,000, 20,000, 30,000 or 40,000 people now unemployed being engaged in work on schoolhouses, sewers and

Exhibit 17

Executed Agreements with Representative Horsemen's Organization

The New England Horsemen's Benevolent and Protective Association (NEHBPA) is the representative horsemen's organization for owners and trainers of horses that race at Suffolk Downs. The Applicant and the NEHBPA are parties to the following executed agreements, which are attached at the indicated tabs:

Ex. 17-A: Recognition Agreement

CONTRACT

This is an Agreement to be effective as upon execution hereof, between Sterling Suffolk Racecourse, LLC, duly organized and existing which operates Sterling Suffolk Racecourse, hereinafter called "Suffolk Downs", and the New England Horsemen's Benevolent and Protective Association, Inc., a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, having a mailing address of 111 Waldemar Avenue, Revere, Massachusetts 02151 and a principal office on the premises of Sterling Suffolk Racecourse, hereinafter called "NEHBPA",

WHEREAS the NEHBPA is the organization which represents the owners and trainers of horses which race at Suffolk Downs, and

WHEREAS, SUFFOLK DOWNS and NEHBPA represent, covenant and agree that they are mutually interested in the continuance, maintenance and improvement of thoroughbred racing in the Commonwealth of Massachusetts and jointly recite their belief that it is most desirable and in their mutual best interest to resolve differences which may arise between them without undue publicity and by good faith negotiations and consultation with each other; and

WHEREAS each of the parties hereto does hereby covenant and agree with the other to promote, foster and retain public goodwill toward thoroughbred racing and to use their best efforts to conduct racing at Suffolk Downs on the highest level of quality and professionalism achievable by them;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I. TERM OF AGREEMENT

The provisions of this agreement shall be applicable to the thoroughbred race meets conducted by Suffolk Downs through June 30, 2008. This agreement shall not obligate Suffolk Downs to conduct thoroughbred race meets but shall apply to such race meets as Suffolk Downs elects to conduct during the term hereof. This agreement contemplates the parties reaching agreement relative to purses (the so called "purse contract") prior to the opening of the grounds for training for each race meet.

ARTICLE II. COMMUNICATION AND COOPERATION BETWEEN PARTIES

The parties hereto acknowledge and affirm their mutual belief and agreement that the purposes of their respective organizations will be advanced by regular communication and mutual cooperation of said organizations with respect to addressing all issues that may affect thoroughbred racing and the purposes of their respective organizations. Each party shall solicit and consider the input of the other on all issues that affect the conduct of racing in the Commonwealth of Massachusetts. Each party shall designate a representative to meet at least once each calendar month during race meetings, and more often as may reasonably requested by either party, at a mutually convenient time and place, to discuss and exchange viewpoints on such issues affecting thoroughbred racing as either party may designate. The purpose of such meetings is to allow NEHBPA on behalf of horsemen, to have input into decisions and actions of

SUFFOLK DOWNS shall accept horsemen and in return to allow SUFFOLK DOWNS input into decisions and actions of horsemen that affect Suffolk Downs, including, but not limited to promotional activities, simulcasting programs, the distribution of the Suffolk signal and other matters addressed in this agreement. Suffolk Downs agrees to consider input from the NEHBPA prior to applying for racing dates, proposing capital improvements to be funded from the Capital Improvement Fund administered by the Massachusetts State Racing Commission, and advancing any other proposals which would materially alter or affect the conduct of thorough racing in Massachusetts. Suffolk Downs agrees to notify the NEHBPA in advance as to any non racing events proposed to be conducted on the premises at Suffolk Downs which may materially affect racing operations and/or NEHBPA membership during such time as thoroughbred horses are stabled on the grounds. The provisions of this Article shall not obligate either party to take any action with respect to the input provided by the other, it being understood and agreed that either party in their sole discretion may accept or reject the input so provided.

ARTICLE III HORSEMEN'S TRAVEL

Suffolk Downs will not interfere with the freedom of horsemen shipping their horses for the purposes of racing at other race tracks, nor will they refuse entry back to the stable area of a horse that races at another racetrack, providing those horsemen stabled at Suffolk Downs use every reasonable effort to race at Suffolk Downs should a "proper race" be available. Factors considered when determining a "proper race" shall include the type of surface, race conditions or claiming amount, and race distance.

ARTICLE IV. ALLOCATION OF STALLS

When horsemen are required to apply for stalls 45 days or more prior to the first day of any race meeting, then Suffolk Downs shall make every effort to notify stall applicants at least thirty (30) days prior to the opening or a race meeting of the acceptance or rejection of stall applicants received. Suffolk Downs may insist upon immediate advice from horsemen of their intent to use such stall(s). Suffolk Downs agrees it shall not retaliate against any elected or appointed officials or representatives of the NEHBPA with regard to the allocation of stalls or number allotted, nor shall it refuse entry to the grounds of any such representative, except for good cause shown. In the event legislation is enacted permitting the operation of gaming machines in Massachusetts or there is a material increase in demand for stalls at Suffolk Downs, Suffolk Downs shall give additional consideration in its allotment of stalls to trainers and owners who have materially participated in the conduct of racing at Suffolk Downs for at least four of the five preceding years, provided their horses are appropriate for the proposed condition books of the racing season.

ARTICLE V. USE OF BEDDING MATERIAL

Suffolk Downs agrees that horsemen will be allowed to bed stalls with the material of their choice as long as such materials are normally in use for bedding horses and do not violate any applicable fire or health law or regulations.

ARTICLE VI. PURSE STRUCTURE

1. The stakes program at Suffolk Downs will not be published until the NEHBPA gives its approval and consent, which consent shall not be unreasonably withheld.

allocation of purse money for "stakes races" without the approval of the NEHBPA.

3. Suffolk Downs agrees to consult with the NEHBPA regarding individual purse Structure before raising or lowering said purses on all other races other than stake races.
4. A purse agreement and schedule for meets covered within this Contract shall be agreed upon by the parties and shall be incorporated as a part of this Contract.
5. Suffolk Downs shall provide to the NEHBPA such detail as to purse revenue and determination of required purse funding as it may reasonably request.

ARTICLE VII. MONOPOLY PROHIBITION

Suffolk Downs agrees that it will not by agreement to otherwise, impose upon horsemen a monopoly in connection with any supplier, including but not limited to blacksmiths, feedmen, tack supplier and food supplier, provided, however, that Suffolk Downs may require suppliers to comply with security and such other regulations as Suffolk Downs may require or as may be required by the rules of the Massachusetts State Racing Commission.

ARTICLE VIII. NEHBPA RECOGNITION AND SERVICE PAYMENTS

1. It is agreed that the NEHBPA is the exclusive authorized representative of all horsemen racing at Suffolk Downs and shall continue as such exclusive authorized representative during the term of this agreement and for the purpose of negotiating any amendment to this Agreement.
2. Suffolk Downs agrees to place the following notice in all stall applications and condition books:

between Sterling Suffolk Racecourse, LLC, and the New England HBPA."

3. Suffolk Downs agrees to pay the NEHBPA a minimum of two percent (2.00%), but not more than two and one-half percent (2.50%), of the total amount to be distributed for purses as compensation to NEHBPA for services rendered horsemen during the term of this agreement. The Purse Agreement in effect for each meet shall reflect the actual compensation to the NEHBPA for such services. Said NEHBPA deduction shall be deemed to be purse money for the purpose of computing total purse distributions. The service payment to NEHBPA shall be paid on the 1st and 15th day of each month during the term of this Agreement or as otherwise stipulated in the purse agreement for any given meet.

4. Suffolk Downs agrees to levy, collect and pay over to NEHBPA, for services rendered to horsemen, a paddock fee of \$10.00 per horse per race. Such fee to be assessed through the Horsemen's Bookkeeper to the owner of a horse which actually starts at Suffolk Downs. Said payments to be made on a monthly basis, coming due on the same dates as the service payments set forth in paragraph 3 of this Article. It is understood that Suffolk Downs will turn over to NEHBPA only such fees as it is able to collect and it is further understood that Suffolk Downs is in no way liable for any such fees it is unable to collect. Suffolk Downs shall provide the NEHBPA on a regular basis a list of fees it was unable to collect.

ARTICLE IX. HORSEMEN COOPERATION

1. The NEHBPA shall exercise its best efforts to require its members and their employees to observe and conform to all reasonable security measures instituted by Suffolk Downs, and to report promptly to Suffolk Downs security forces all incidents

2. The NEHBPA shall exercise its best efforts to encourage and require its members and their employees to respect and protect the premises of Suffolk Downs, especially the stables, tack rooms, dormitories, latrines, shower rooms, track kitchen and recreation facilities maintained by Suffolk Downs to encourage and promote cleanliness in all backstretch areas.
3. Suffolk Downs further agrees to maintain its facilities in the best possible condition.

ARTICLE X. HORSEMEN'S BOOKKEEPER

Suffolk Downs agrees to invest purse monies from the Horsemen's Bookkeeper account, except for a mutually agreeable working balance, for the purpose of earning interest. Suffolk Downs reserves the right to select the appropriate investment vehicle. Suffolk Downs will attempt to maximize the income earned from this investment but will place emphasis on the safety of the selected investment vehicle. Suffolk Downs shall account to the NEHBPA for such investment upon request. Payment of earnings for each calendar year shall be made within fifteen days of the close of the calendar year. Earnings shall be distributed:

66 2/3% NEHBPA 33 1/3% Suffolk Downs

ARTICLE XI. UNFORESEEN CONTINGENCIES

In the event a substantial change of circumstances shall arise or become known following the date of this Agreement which can reasonably be deemed to materially affect the interests of either party to this Agreement, then the parties shall meet and resolve said issue or issues by written agreement. Such circumstances shall include,

but not be limited to, off-track betting, additional track wagering, expanded
SSR Supplemental Application
simulcasting, Internet or expanded account wagering, television, teletheatre, slot Exhibit 17-A
machines, video machines, casino gambling or any other media income.

ARTICLE XII. SIMULCAST

Suffolk Downs shall not receive or transmit any thoroughbred simulcast signal to or from any place at any time during this agreement, unless the requirements, as specified in the Federal Horseracing Act of 1978 are satisfied. Additionally, so long as this Agreement and the Purse Agreement remain in force and not in default, the NEHBPA agrees to provide Suffolk Downs its approval to the extent requested or required for all incoming and outgoing simulcast signals subject to the terms set forth in the Purse Agreement and simulcast approval letter provided therewith.

ARTICLE XIII. ASSISTANCE FUND

Suffolk Downs agrees to contribute payments of Eight-Thousand Seven Hundred and Fifty (\$8,750.00) Dollars on January 15, April 15, July 15, and October 15 of each year to the New England Horsemen's Assistance Fund Inc. Said payments shall not be considered purse money. Additional payments of Nine Thousand Three Hundred Seventy Five (\$9,375.00) dollars shall be paid by Suffolk Downs on February 15, May 15, June 15, and August 15 to the New England Horsemen's Assistance Fund Inc. These payments of \$9,375.00 shall be considered purse money.

ARTICLE XIV. RACING SURFACE SAFETY PROGRAM

1. The racing surface will be maintained to provide a surface suitable to the time of year and racing conditions.

to be used on the racing surface in advance of putting down new surfaces.

3. The soils of the racing surface will be tested once each month, in the first week of the month, to insure that the agreed composition conforms to agreed standards.
4. When any new soil is to be added to the racing surface, the NEHBP A will be contacted and will have a 24 hour period to inspect the soil for suitability.
5. Suffolk Downs will consult with the NEHBP A as to the depth of topsoil to be maintained on the racing surface.
6. The agreed depth of topsoil will be maintained by grading, adding or subtracting. This depth will be measured on the inside, middle and outside of the racetrack at every eighth pole. The results of such measuring will be posted on a chart in the Racing Secretary's office by the following morning. Designated representatives of the NEHBPA will be allowed to accompany employees of Suffolk Downs to observe the measuring of the top cushion. The method of such measuring will be agreed to by Suffolk Downs and NEHBPA.
7. When the racing surface is "floated" or "rolled" because of expected rains after the day's racing, the surface will be harrowed prior to morning training if weather permits.
8. The racing surface will be maintained as free of stones as possible. Stone pickers will be used as needed.
9. The racing surface will be watered frequently. In periods of dry weather the track will be watered whenever required in addition to the other usual times of watering.
10. If the NEHBP A hires consultants to represent the interest of horsemen regarding track surface considerations, such consultants will be given reasonable courtesy and cooperation by Suffolk Downs.

season to evaluate the performance of the Turf Course and possible improvements thereto.

ARTICLE XV. SEVERABILITY

If any provisions, item or clause of this agreement, or the application thereof, is held invalid, such invalidity shall not effect the remaining provisions, items or clauses or applications of this agreement which can be given effect without the invalid provisions, items, clauses or applications, and to this end, it is agreed by the parties that this agreement shall be severable.

ARTICLE XVI. ABILITY TO SIGN AND BIND

1. The persons appearing for the parties hereto certify and warrant their authority to enter into this agreement and bind said parties hereto.
2. The agreement shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 20th day of January, 2005

STERLING SUFFOLK
RACECOURSE, LLC

NEW ENGLAND HORSEMEN'S
BENEVOLENT AND PROTECTIVE
ASSOCIATION, INC.

BY: 
Robert O'Malley

BY: 
Mario DeStefano, President

Exhibit 18

Additional Insurance Policies

In addition to the types of insurance listed in Question 18, the applicant intends to carry the following other types of insurance for the protection of employees and patrons:

General Liability

Excess/Umbrella Liability

Employee Practices Liability/ Directors & Officers Liability

Auto Insurance

Crime Insurance

Fiduciary Insurance

Flood Insurance

Exhibit 19

Previous racing applicant; no new changes

(a) Grandstand:

(1) Seating Capacity:

Box Seats -	340
Bench Seats -	1,200
General Admissions -	3,050
TV areas -	350
<u>Total Seating Capacity -</u>	<u>4,940</u>

(2) Is grandstand enclosed? **Yes**

(3) Is grandstand heated? **Yes**

(4) Is any portion of grandstand air-conditioned? **No**

(5) Type of construction of grandstand:

Reinforced concrete and steel. First-class construction

(6) Ground area covered by grandstand?

Grandstand and Clubhouse – 130,000 square feet

(b) Clubhouse:

(1) Seating Capacity:

3rd Function Room	400
Turf Club	180
Terrace Dining Room	400
Lounge	600
Boxseats	900
TV Areas	480
<u>Total Seating Capacity</u>	<u>2,960</u>

(2) Is Clubhouse enclosed? **Yes**

(3) Is Clubhouse heated? **Yes**

(4) Is any portion of Clubhouse air-conditioned?

1st floor, 2nd floor Lounge and 3rd floor

(5) Type of construction of Clubhouse? **Steel and concrete**

(6) Ground area covered by Clubhouse:

Clubhouse and grandstand - 130,000 square feet

(c) Bleachers: **None**

Exhibit 19 (cont.)

(d) Parking Space:

- (1) Area - **990,800 square feet (22.75 acres) (not including overflow parking)**
- (2) Automobile capacity - **approximately 6,000 parking spaces.**
- (3) Is parking area lighted? **Yes**
- (4) Is parking area treated -- and if so, how? **The principal areas are hot-topped.**
- (5) Is parking area numbered? **No**
- (6) Is charge made for parking, if so how much? **No charge contemplated.**
- (7) Are the parking area and walkways cleared of snow and ice? **Yes.**

(e) Number of pari-mutuel windows provided:

Grandstand: Terminal windows - **60**
Clubhouse: Terminal windows - **90**
Self Bet locations: **70**

(f) Toilet facilities for patrons of each sex in grandstand, Clubhouse and/or other locations:

Grandstand - **3 men, 3 ladies**
Clubhouse - **3 men, 3 ladies**

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

Connected to the city main sewers

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

<u>Grandstand</u>	<u>Clubhouse</u>
3 - first floor	2 - first floor
3 - second floor	1 - second floor

EXHIBIT 20

REDACTED

Exhibit 21

Previous racing applicant; no new changes.

- (a) Size of track: **one mile (dirt), 7/8 of a mile (turf)**
- (b) Number of chutes: **two chutes (3/4 chute) (1/4 chute) - running horse**
- (c) Number of stables: **32 and 1 pony barn**
- (d) Number of stalls: **1,217**
- (e) Number of tackrooms: **243**
- (f) Number of tackrooms heated: **all heated (in barns)**
- (g) Number of showerbaths in stable area:

Building A	6
Building B	2
Building C	2
Drivers Lounge	4
Ladies Building	3
Total	17

- (h) Toilet facilities in stable area:

<u>Locations</u>	<u>Water Closets</u>	<u>Basins</u>	<u>Urinals</u>
Building A	8	4	0
Building B	7	4	3
Building C	6	4	3
Racing Bldg. – men	1	1	1
Racing Bldg. – ladies	1	1	0
Drivers Lounge - men	2	2	3
Drivers Lounge - ladies	2	2	0
Ladies Building	2	2	0
Track Kitchen	2	2	1
TOTAL	31	22	11

- (i) Fire protection in stable area:

Number of sprinklers - **12**

Number of fire alarm boxes - **8**

Exhibit 21 (cont.)

Other Fire Protective Measures in the Stable Area:

Number of hydrants - 9

Water pressure is 65-70 pounds

Fire Patrol on 24-hour basis

One outlet with 200 feet of 1 1/2" fire hose between every barn

Two fire breaks in each barn segregating them into thirds

Barns constructed 50 feet apart for fire safety

"Smoke Sentinel" in each barn

Smoke turns on red roof light and alarm

Fire protection is subject to change as conditions are regularly reviewed

(j) A detailed statement of measures which will be employed in the policing of the stable area. This statement should include but not be confined to:

(1) Is stable area enclosed, if so, describe method of enclosure:

Yes, area is enclosed by 10ft. chain link and wood fence.

(2) Number of gates to enclosure, where located and method of control:

Two gates: Main Gate on Waldemar Ave., and Gap gate located near the track quarter chute. There is a uniformed security officer stationed at the Main Gate on a 24-hour basis (three shifts). The Gap gate in stable area is attended by a uniformed security officer Monday through Saturday (no training on Sunday) from 6:00 a.m. to 6:00 p.m. Entrance is only via the Main gate. Washburn Ave. gate remains locked.

(3) System of passes to be issued to persons employed in stable area:

An identification pass with bearer's Polaroid photograph laminated thereon is issued by the Massachusetts Gaming Commission only to employees, owners, and others for proper admission to the area in conduct of business, and only after such persons are licensed by the Massachusetts Gaming Commission. All vehicles must be owned and operated by duly licensed persons and must be displaying a valid windshield sticker.


Exhibit 21 (cont.)







- (4) Method to be followed in allowing persons and vehicles in and out of the stable area:

Only persons with proper credentials, and vehicles with valid stickers as outlined in (j)(3), above, are permitted in the stable area. All individuals are required to have proper credentials. Visitors must be signed in and issued visitor passes.

- (5) Number of uniformed police officers to be assigned to the stable area indicating the number in daytime hours and nights:



Sterling Suffolk Racecourse, LLC assigns eight  uniformed security officers to the stable area during the day. The uniformed officers are assigned to the stable area during the below listed hours:

-  = Daytime — 7:00 a.m. to 3:00 p.m.
-  = Daytime — 10:00 a.m. to 6:00 p.m.
-  = Daytime — 6:00 a.m. to 6:00 p.m.
-  = Evening — 3:00 p.m. to 11:00 p.m.
-  = Nighttime — 11:00 p.m. to 7:00 a.m.
-  uniformed officer in security office

- (6) Number of plainclothes officers or detectives to be assigned to the stable, days and nights:



- (7) Name of person who will be in charge of policing in the stable area:

Lee Grasso, Director of Security

We expect to continue our close working relationship with the State Police Racing Unit, through which information is exchanged to protect the best interests of the public, Suffolk Downs and the integrity of racing, including by ejecting undesirables and arraigning offenders before proper authorities for their disposition.

- (k) Recreation Room: **TBD for 2017**

- (l) Track Kitchen: **TBD for 2017**

Exhibit 21 (cont.)

- (m) Size of jockey or drivers' room and equipment available, including number of shower baths, toilets, hot boxes, etc.:

Male:

**Working in locker rooms - 72 feet x 62 feet
Recreation room - 60 feet x 30 feet (air conditioned)
Toilet and shower room - 17 1/2 feet x 24 feet
Reducing room - 12 feet x 12 feet
Cooling out room - 12 feet x 6 feet
Rubbing room - 14 feet x 24 feet
Bunk room - 20 feet x 27 1/2 feet (air conditioned)
Projection room - 20 feet x 16 1/2 feet (air conditioned)
Process room - 20 feet x 23 feet
Salt room - 12 feet x 6 feet
Color room - 16 feet x 24 feet
One clothes drier
One washing machine
One double sink
Six showers
Four urinals
Six toilets
One whirlpool bath
One refrigerator
One sink
One stove
Two drinking fountains
Two scales
Three double bunk beds
Four single beds
One pool table
One television set
One ping-pong table
One icemaking machine**

Female:

**Enclosed room - 12 feet x 16 feet (air conditioned)
Sleeping room - 8 feet x 16 feet (air conditioned)
Sanitary facilities
One sink
Two toilets
Two showers
Four bunk beds
One television
One storage cupboard
One portable water cooler
Air conditioned
Miscellaneous furniture**

Exhibit 21 (cont.)

- (n) List of other accommodations, facilities or services in stable area:

**One 20' x 20' blacksmith's shop
Three loading platforms
160 outside feed rooms
40 portable sleeping units (12 rooms to each)
One harness shop
One saliva barn
Seven urine stalls for State Gaming Commission
Four icemaking machines with 1,000 lbs. production in 24 hours
28 hot water heaters - 35 gals. per hour recovery cap. each
8 hot water heaters - 258 gals. per hour recovery cap. each**

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

Grandstand:

**First floor restaurant
First and second floor bars
Customer service booth
Concession stands on first and second floors
Barber shop on first floor
Commission Office on first floor
Restrooms
First floor first aid room, lost and found and security office
Reserved seating - large screen television, first and second floors
T.V. Replay Booth on first and second floors**

Clubhouse:

**First floor snack bar and bar
Second floor lounge, and bar
Third floor dining room, lounge and bar, Turf Club
Restrooms
T.V. Replay Booth
Terrace lounge and dining**

Exhibit 22

- (a) Pari-Mutuel Equipment

AmTote International, Inc.

Contract dated 2/28/2013, automatic annual renewal after 12/31/2015.

- (b) Starting Gate

United Puett Electrical Starting Gate (rental).

Auxiliary Gate – United.

Both under contract dated April 2013 through the 2017 Racing Season.

- (c) Photo Finish Camera

Headlund Strip-Type Camera - 1970

- (d) Film Patrol

International Sound Corp.

Contract dated 1/1/2002, extended through 2017 racing season.

- (e) Timing Devices

American Teletimer.

Contract dated 1/16/1996, automatic renewals.

- (f) Inter-communication System

1. Nynex Meridien system switchboard and extension phones: installed in 1992

2. Mutuels Department speaker system and telephone system: owned since or prior to 1997

3. Phone circuit connecting Stewards Stand with Patrol Judges, Winners Circle, Photo Patrol, 3/4 chute, starter at all points, Clerk of Scales, Jockeys Room, Announcer and Teletimer: owned since or prior to 1997

4. Phone between race announcer and Photo Patrol: owned since or prior to 1997

5. Phone between Placing Judges and Photo Patrol: owned since or prior to 1997

6. Speaker system from Racing Secretary to Stable Area and from Stable Gate to Stable Area: owned since or prior to 1997

7. Speaker system between Calculating Room and Placing Judges: owned since or prior to 1997

Items 2 and 5 are Stromberg-Carlson equipment, purchased in 1950

Exhibit 22 (cont.)

(g) Public Address System

**Bogen Amplifying Equipment and Voice Speaker Equipment
(P/A system renovated in 1970 by East Coast Electronics Co.)**

(h) Closed Circuit Television System

**International Sound Corp. Contract dated 1/1/2002, extended through 2016 racing
season.**

(j) Horse Shoe Board

New Board Construction in 1974

(k) Scales

Fairbanks Morse Scales, purchased in 1935 and 1961

Exhibit 23

Policies

Suffolk Downs is a previous racing applicant. There are no changes to the materials submitted with prior Supplemental Applications in response to Question 23.

EXHIBIT 24

REDACTED

Exhibit 25

The thoroughbred race meeting at Suffolk Downs on the dates we have requested will be beneficial to the public, the Commonwealth, and the Applicant for the following reasons:

A. The Public

- 1) The Suffolk Downs facility has been a location for the sport of thoroughbred racing since 1935.
- 2) The facility provides a high quality, clean, pleasant and enjoyable racing experience for the racing industry, sports fan and the public.
- 3) Suffolk Downs is the largest and best equipped racing facility in Massachusetts. It is the Commonwealth's only track with a one-mile racing surface and turf track necessary to attract quality horses and present top-quality horse racing. The turf track uniquely qualifies the facility for the dates the applicant has requested. The track has 1,217 horse stalls.
- 4) The plant is serviced by major highways. It has the unique distinction of having its own MBTA stop on the Blue Line. It is conveniently located near Logan International Airport. The facility is large enough to accommodate holiday and weekend crowds both safely and comfortably.
- 5) The operation of Suffolk Downs provides employment for approximately 800 people and an economic spin off of millions of dollars.
- 6) An operating Suffolk Downs facility provides revenue to the state, local communities (Boston and Revere), the horse breeding industry, The Massachusetts Council on Compulsive Gamblers, the racing industry, and the Tufts Veterinary School.
- 7) The applicant has expended over \$20 million in improvements to the facility.
- 8) The security system and management at the track will assure honesty and integrity in the conduct of wagering activity at the facility.
- 9) The applicant has demonstrated the financial ability to operate a racetrack.
- 10) The continued success of thoroughbred horse racing at Suffolk Downs will help strengthen and expand the horse breeding and hay producing industries, thus protecting needed open space.
- 11) The purposes and intent of all relevant Massachusetts statutes, including but not limited to Chapter 114 of the Acts of 1991 and Chapter 128A and Chapter 128C of the General Laws thus will be effectuated.

Exhibit 25 (cont.)

- B. The Commonwealth In addition to the benefits to the public stated above, the benefits to the Commonwealth include:
- 1) Suffolk Downs' operation will provide direct and indirect revenue, including revenue generated by increased employment and economic activities in the Commonwealth. This proposal will maximize the receipt of state revenues generated by thoroughbred horse racing.
 - 2) The purposes and intent of all relevant Massachusetts statutes, including but not limited to Chapter 114 of the Acts of 1991 and Chapter 128A and Chapter 128C of the General Laws thus will be effectuated.
- C. The Applicant
- 1) The Applicant will benefit from its continuation of racing, which creates the ability to attract racing professionals, horses and fans for calendar 2017.
 - 2) An operating facility will allow the Applicant to continue to invest in the facility.
 - 3) The Applicant is committed to improving the quality of racing in the Commonwealth.
- D. The Commonwealth's thoroughbred owners and trainers and Massachusetts based vendors and suppliers
- 1) The thoroughbred race meeting contemplated by the application will provide the Commonwealth's thoroughbred owners and trainers a place within Massachusetts to compete for substantial purses and thereby obtain revenue.
 - 2) A thoroughbred race meeting at Suffolk Downs will allow owners and trainers to compete at the largest and best equipped racing facility in Massachusetts.
 - 3) Thoroughbred owners and trainers preparing for and competing at the race meeting contemplated by the application will employ individuals beyond those employed directly by Suffolk Downs and will obtain feed, bedding, and other necessities from Massachusetts based vendors and suppliers.

Exhibit 26

Purses, Handle, Employment, Tax and Pari-Mutuel Revenue

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

Purses paid in CY 2015 were: \$2,621,727

Purses paid in CY 2016, for six days of live racing, was \$3,793,400

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

The Applicant is currently discussing with the NEHBPA the terms of a purse agreement for CY 2017, including the estimated purses to be paid in 2017. The Applicant estimates that the amount of purses it will pay in 2017, subject to favorable action on a forthcoming request for a disbursement from the Race Horse Development Fund, will be approximately \$400,000 per day of live racing.

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

Live racing actual handle in CY 2015 was: \$2,463,725

Live racing handle in CY 2016, for six days of live racing, was \$4,396,049.

- (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;

The Applicant provided 131 employees with W2 forms. 107 of the employees who received W2 forms were residents of the Commonwealth. Additionally, Sterling Suffolk Racecourse, LLC provided 1099 forms to 173 individuals. 100 of the individuals who received 1099s were residents of the Commonwealth.

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

Contractors at Suffolk Downs employed the following numbers of the people during CY 2015:

Exhibit 26 (cont.)

Contractor /Category	Number of Employees
Centerplate	16
Allied Barton	12
International Light & Sound	10
ABM	10
Amtote	6

In addition, hundreds of people are employed by horsemen, owners and trainers in connection with the operation of Suffolk Downs.

- (f) Number of occupational licenses attributable to applicant in the last calendar year 2015;

There were 1006 thoroughbred occupational licenses attributed to the Applicant during CY 2016.

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

Tax Type	Amount
Mass. Income Tax Withholding	\$129,340
Mass. Sales/Use Tax	\$17,073
Mass W2G Withholding Taxes	\$38,129
Real Estate Tax (Boston & Revere)	\$1,584,181

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

Payment Type	Amount
State Commissions	\$150,147
Assessments	\$482,876
License Fees	\$75,900

Exhibit 27

REQUEST FOR APPROVAL OF SIMULCAST IMPORT LOCATIONS

For calendar year 2017, Sterling Suffolk Racecourse, LLC requests permission to simulcast races from and commingled pools with the locations listed on the following pages.

Receiving Track:
 Sterling Suffolk Racecourse, LLC
 525 McClellan Highway
 East Boston, MA 02128
 2017 Simulcast Import Request

Exhibit 27 -- Simulcast Import Locations

Revised 9/23/16

<u>2017 Import</u>	<u>Type</u>	<u>Subordinate</u>
AJAX DOWNS	Thoroughbred/Mixed Meet	
ALBURQUERQUE	Thoroughbred/Mixed Meet	
AQUEDUCT	Thoroughbred/Mixed Meet	
ARAPAHOE	Thoroughbred/Mixed Meet	
ARLINGTON	Thoroughbred/Mixed Meet	
ASSINIBOIA	Thoroughbred/Mixed Meet	
ATLANTIC CITY	Thoroughbred/Mixed Meet	
BALMORAL	Harness	
BATAVIA	Harness	
BELMONT	Thoroughbred/Mixed Meet	
BELTERRA	Thoroughbred/Mixed Meet	
BIRMINGHAM RACE COURSE	Greyhound	
BREEDERS CUP-Del Mar	Thoroughbred	
CALIFORNIA FAIRS	Thoroughbred/Mixed Meet	
CANTERBURY	Thoroughbred/Mixed Meet	
CHARLES TOWN	Thoroughbred/Mixed Meet	
CHURCHILL	Thoroughbred/Mixed Meet	
COLONIAL	Thoroughbred/Mixed Meet	
COLONIAL	Harness	
DEL MAR	Thoroughbred/Mixed Meet	
DELAWARE	Thoroughbred/Mixed Meet	
DELTA DOWNS	Thoroughbred/Mixed Meet	
DERBY LANE	Greyhound	
DOVER DOWNS	Harness	
DUBAI (Carnival & World Cup)	Thoroughbred/Mixed Meet	
ELLIS	Thoroughbred/Mixed Meet	
EMERALD	Thoroughbred/Mixed Meet	
EVANGELINE	Thoroughbred/Mixed Meet	
FAIRGROUNDS	Thoroughbred/Mixed Meet	
FAIRMOUNT	Thoroughbred/Mixed Meet	
FAIRPLEX	Thoroughbred/Mixed Meet	
FINGER LAKES	Thoroughbred/Mixed Meet	
FLAMBORO	Harness	
FORT ERIE	Thoroughbred/Mixed Meet	
FREEHOLD	Harness	
GOLDEN GATE	Thoroughbred/Mixed Meet	
GULF GREYHOUND	Greyhound	
GULFSTREAM	Thoroughbred/Mixed Meet	Latin American Racing as defined in Monarch Management contract
GULFSTREAM WEST	Thoroughbred/Mixed Meet	Latin American Racing as defined in Monarch Management contract
HARRAH'S @ PHILLY	Harness	
HARRINGTON	Harness	
HASTINGS	Thoroughbred/Mixed Meet	
HAWTHORNE	Harness	
HAWTHORNE	Thoroughbred/Mixed Meet	
HAZEL PARK	Thoroughbred/Mixed Meet	
HIALEAH	Quarter Horse	
HOLLYWOOD GREYHOUND PARK	Greyhound	
HOOSIER	Harness	
INDIANA	Thoroughbred/Mixed Meet	
JACKSONVILLE/ORANGE KENNEL CLUB	Greyhound	
KEENELAND	Thoroughbred/Mixed Meet	
KENTUCKY DERBY FUTURE WAGER	Thoroughbred/Mixed Meet	
KENTUCKY OAKS FUTURE WAGER	Thoroughbred/Mixed Meet	
KENTUCKY DOWNS	Thoroughbred/Mixed Meet	
LAUREL	Thoroughbred/Mixed Meet	Latin American Racing as defined in Monarch Management contract
LONE STAR	Thoroughbred/Mixed Meet	
LOS ALAMITOS	Thoroughbred/Mixed Meet	
LOUISIANA	Thoroughbred/Mixed Meet	
MAHONING VALLEY	Thoroughbred/Mixed Meet	
MAYWOOD	Harness	
MEADOWLANDS	Thoroughbred/Mixed Meet	
MEADOWLANDS	Harness	
MEADOWS	Harness	
MOHAWK	Harness	
MONMOUTH	Thoroughbred/Mixed Meet	
MONTICELLO	Harness	
MOUNTAINEER	Thoroughbred/Mixed Meet	
NAPLES-FORT MEYERS/FLAGLER	Greyhound	
NORTHFIELD	Harness	

Receiving Track:
 Sterling Suffolk Racecourse, LLC
 525 McClellan Highway
 East Boston, MA 02128
 2017 Simulcast Import Request

Exhibit 27 -- Simulcast Import Locations

Revised 9/23/16

NORTHLANDS	Thoroughbred/Mixed Meet	
OAKLAWN	Thoroughbred/Mixed Meet	
OCEAN DOWNS	Harness	
PALM BEACH KENNEL CLUB	Greyhound	
PARX (Philadelphia Park)	Thoroughbred/Mixed Meet	
PENN NATIONAL	Thoroughbred/Mixed Meet	
PIMLICO	Thoroughbred/Mixed Meet	Latin American Racing as defined in Monarch Management contract
PLAINRIDGE	Harness	
POCONO	Harness	
POMPANO	Harness	
PORTLAND MEADOWS	Thoroughbred/Mixed Meet	
PRAIRIE MEADOWS	Thoroughbred/Mixed Meet	
PRESQUE ISLE	Thoroughbred/Mixed Meet	
RED MILE	Harness	
REMINGTON	Thoroughbred/Mixed Meet	
RETAMA	Thoroughbred/Mixed Meet	
ROSECROFT	Harness	
RUIDOSO	Thoroughbred/Mixed Meet	
SAM HOUSTON	Thoroughbred/Mixed Meet	
SANTA ANITA	Thoroughbred/Mixed Meet	
SARATOGA	Thoroughbred/Mixed Meet	
SARATOGA	Harness	
SCIOTO DOWNS	Harness	
SOUTHLAND GREYHOUND PARK	Greyhound	
SUNLAND	Thoroughbred/Mixed Meet	
SUNRAY	Thoroughbred/Mixed Meet	
TAMPA BAY	Thoroughbred/Mixed Meet	
THISTLE DOWN	Thoroughbred/Mixed Meet	
TIMONIUM	Thoroughbred/Mixed Meet	
TIOGA DOWNS	Harness	
TRI-STATE GREYHOUND PARK	Greyhound	
TURF PARADISE	Thoroughbred/Mixed Meet	
TURFWAY	Thoroughbred/Mixed Meet	
VERNON	Harness	
WHEELING DOWNS	Greyhound	
WILL ROGERS DOWNS	Thoroughbred/Mixed Meet	
WOODBINE	Thoroughbred/Mixed Meet	
WOODBINE	Harness	
WOODLANDS	Thoroughbred/Mixed Meet	
YONKERS	Harness	
ZIA PARK	Thoroughbred/Mixed Meet	

Exhibit 28

REQUEST FOR APPROVAL OF SIMULCAST EXPORT LOCATIONS

For calendar year 2017, Sterling Suffolk Racecourse, LLC SSR requests permission to simulcast its races to the locations listed on attached Exhibits 28-A and 28-B.

Exhibit 28-A lists the locations with which SSR seeks permission to commingle its pools.

Exhibit 28-B identifies (the extent that SSR is able) locations at which partners seek to use the simulcast of SSR's signal on a noncommingled basis.

Track	Site
Am West Entertainment	AmWest Accounts AmWest Web Services
Am West Entertainment Total	
Arapahoe Park	Havana Park
Arapahoe Park Total	
Arlington	APJ Arlington International Raceco Corliss OTB Crestwood OTB Fairmount Park Hawthorne Race Course HWG HWP Joliet OTB Mokena OTB Oakbrook Terrace OTB The Foundry OTB Trackside Chicago Trackside Hodgkins Trackside McHenry Trackside Orland Hills Trackside Rockford Trackside South Beloit Trackside South Elgin Trackside Villa Park Trackside Waukegan
Arlington Total	
atr	Royal Beach Casino
atr Total	
Bangor Raceway	Bangor Raceway & OTB
Bangor Raceway Total	
Belmont	New York Racing Association NYRA Acct Wagering
Belmont Total	
Belterra Park	BEP
Belterra Park Total	
bet Fair Games	Betfair Games Limited
bet Fair Games Total	
Bet Pad Ltd.	AmTote Oregon Hub
Bet Pad Ltd. Total	
Betsson	GWB
Betsson Total	
bettor Racing Inc.	Bettor Racing OTB BRX
bettor Racing Inc. Total	
Bordertown	Skydancer Casino Southwind Casino
Bordertown Total	

Canterbury Park	Canterbury Park
Canterbury Park Total	
Capital District OTB	4th and Fulton Account Wagering Amsterdam Bellevue Black River Boulevard Bowl Bridgeport C97 C99 C9B Catskill Catskill Mountain Lodge Delmar East Greenbush Fort Edward Fort Plain Gloversville Hemstreet Hoosick Falls Hudson Imperial Internet wagering - Capital Jerzees Lansingburg Latham Meadowgreens Menands Michael Magees New Lebanon North Pearl Ogdensburg Bowl Ctr O'Tooles Pete's Pip's Plattsburg Queensbury Ruthies Bar Saranac Lake Telebranch Teletheater Thyme Out Twenty Mall Whitesboro Wolf Road Woodlawn Wynantskill
Capital District OTB Total	
Catskill	Catskill Regional OTB
Catskill Total	

Charlottetown	Charlottetown
Charlottetown Total	
Chester Downs	Chester Downs & Marina, LLC TVG - Harrahs Chester Downs
Chester Downs Total	
Clarksville OTB	Clarksville OTB
Clarksville OTB Total	
Conn OTB	Connecticut OTB Connecticut OTB Acct Wagering CTW Shoreline Star Greyhound Park
Conn OTB Total	
Day At The Track	Day At The Track
Day At The Track Total	
Delaware Park	Delaware Park
Delaware Park Total	
Delmar	Antelope Valley Fair Barona Casino BTA Cabazon Commerce Casino Del Mar Thoroughbred Club FHB Hollywood Park Lake Perris Sports Pavilion LEL Los Alamitos Race Course (Quar Los Angeles County Fair MMD National Orange Show O11 OC Tavern Riverside Fair San Bernardino County Fair Santa Anita Park Santa Maria Original Roadhouse SCL SRB SSD Surfside Race Place Sycuan Band of Mission Indians Ventura County Fair Viejas Casino & Turf Club
Delmar Total	
Ebet Online, Inc.	Compubet.com/eBet FGL HarringtonBets.com HorsePlayersBet.com/eBet Idabet.com/eBet MutuelsOnline.com/eBet RaceUwin.com / eBet

WagerLiveRacing.com/eBet	
Ebet Online, Inc. Total	
Elite Turf Club	Elite Turf Club Elite Turf Club - Office 1 Elite Turf Club - Office 2 Elite Turf Club - Office 3 Elite Turf Club - Office 4 Elite Turf Club - Office 5 Elite Turf Club - Office 6 Elite Turf Club - Office 7 Elite Turf Club - Office 9 Elite Turf Club 10 ETB ETI ETJ
Elite Turf Club Total	
Ellis Park	Kentucky Downs Turfway Park
Ellis Park Total	
Emerald Downs	Emerald Downs Washington Offtrack Locations
Emerald Downs Total	
EURO-Offtrack	EURO-Offtrack Watch and Wager WNG
EURO-Offtrack Total	
Express Bet Accounts	Hawthorne Acct. Wagering Meadows Acct Wagering MEC Internet MEC TAT MEC Telephone XAZ XIL
Express Bet Accounts Total	
Fairgrounds	Fairgrounds Fairgrounds Acct. Wagering Finish Line #2 - Covington Finish Line #3 - Slidell Finish Line #4 - Gretna Finish Line #6 - Houma Finish Line #7 St. Bernard Finish Line Elmwood Finish Line Kenner Finish Line LaPlace Finish Line Metairie Finish Line Thibodaux FLW
Fairgrounds Total	
Favorites at Toms River	Favorites at Toms River
Favorites at Toms River Total	
Finger Lakes	Finger Lakes

Finger Lakes Total	
FingerlakesBonusBets	FGL Idabet.com/eBet
FingerlakesBonusBets Total	
Fort Erie	Fort Erie
Fort Erie Total	
Foxwoods	Foxwoods Casino Megatote LLC
Foxwoods Total	
Freehold	Freehold Raceway
Freehold Total	
Golden Gate	Alameda County Fair California State Fair Fresno Club One Fresno District Fair Golden Gate Fields Monterey County Fair San Joaquin County Fair San Mateo County Santa Clara County Fair Shasta Distict Fair SLS Solano County Fair Sonoma County Fair Stanislaus County Fair
Golden Gate Total	
Gulfstream	Gulfstream Park Hialeah
Gulfstream Total	
Harrington Raceway, Inc.	Harrington Casino Harrington Live
Harrington Raceway, Inc. Total	
Hawthorne	HWA
Hawthorne Total	
Hazel Park	Hazel Park Harness Raceway
Hazel Park Total	
Hoosier Park	Hoosier Park
Hoosier Park Total	
Indiana Downs	Indiana Downs
Indiana Downs Total	
Indianapolis OTB	Indianapolis OTB
Indianapolis OTB Total	
International Conn OTB	HGO
International Conn OTB Total	
Keeneland ADW	TwinSpires
Keeneland ADW Total	
Laurel	Maryland Jockey
Laurel Total	
Lewiston	Winner's Circle OTB, Lewiston-
Lewiston Total	
Lien Games Racing	Chips Lounge & Casino

	CWU Lien Games Internet Wagering Lien Games Internet Wagering 3 Lien Games Internet Wagering 4 Mitch's Grandstand N.D. Assoc. for Disabled AW North Dakota Association of Di North Dakota Horse Park OTB OffTrackBetting.com Rumors WinnaVegas Casino #2
Lien Games Racing Total	
Lincoln Greyhound Park	Twin River Greyhound
Lincoln Greyhound Park Total	
Louisiana Downs	AmTote Ohio Location
Louisiana Downs Total	
Luckity	Winners OTB
Luckity Total	
MagnaBet	GBS GLQ GSB GWI MagnaBet
MagnaBet Total	
Mardi Gras	Tri-State Greyhound
Mardi Gras Total	
Maryland Jockey Club	Limited Liability Entity Maryland Jockey
Maryland Jockey Club Total	
Meadowlands	BAY Meadowlands Racetrack
Meadowlands Total	
Miami Valley Gaming and Racing	MVG
Miami Valley Gaming and Racing Total	
Monmouth Park	Favorites at Woodbridge FHO Monmouth Park
Monmouth Park Total	
Nassau Regional OTB	Nassau Regional OTB
Nassau Regional OTB Total	
Netherlands	Scientific Games Racing BV
Netherlands Total	
New York bets	NYB
New York bets Total	
Newport	Newport Jai Alai
Newport Total	
NJ Account Wagering	NJ1 NJ2 NJ3
NJ Account Wagering Total	
NYRAbets	NYB

NYRAbets Total	
Oaklawn ADW	OPT
Oaklawn ADW Total	
Ocean Downs	Ocean Downs
Ocean Downs Total	
ONEXTWO - IBA	International Betting Associat
ONEXTWO - IBA Total	
Penn National	ACX FGC Lancaster OTW Off-Track Wagering York Penn Account Wagering Penn National Race Course Penn National TeleBet
Penn National Total	
Pferdewetten	Pferdewetten.de GmbH
Pferdewetten Total	
Philadelphia Park	Brandywine Turf Club Northeast Philly Turf Club Oaks - Valley Forge Philadelphia Park Philly Park Internet Philly Park IVR Philly Park Phone Bet South Philadelphia Turf Club
Philadelphia Park Total	
Plainridge Racecourse	Plainridge Racecourse
Plainridge Racecourse Total	
Plainridge Telephone Wagering	Plainridge Telephone Wagering
Plainridge Telephone Wagering Total	
Player Management Group	Player Management Group PMB PMC PMH PMJ
Player Management Group Total	
Pocono Downs	Pocono Account Wagering Pocono Downs Pocono Downs Internet Pocono Downs OTB
Pocono Downs Total	
Portland Gaming, Inc.	Portland Gaming, Inc.
Portland Gaming, Inc. Total	
Prairie Meadows	Prairie Meadows
Prairie Meadows Total	
Premier Turf Club, LLC	Premier Turf Club
Premier Turf Club, LLC Total	
Presque Isle Downs	Presque Isle Downs
Presque Isle Downs Total	
Remington Park	Remington Park
Remington Park Total	

Resorts	Borgata Casino
Resorts Total	
Retama Park	Retama Park
Retama Park Total	
Rock @ Seabrook	Rockingham Acct. Wagering
Rock @ Seabrook Total	
Rockingham Park	Rockingham Park
Rockingham Park Total	
Rosecroft	Rosecroft Raceway
Rosecroft Total	
Sam Houston	Sam Houston Race Park
Sam Houston Total	
Saratoga Raceway, N.Y. Har.	SaratogaBets
Saratoga Raceway, N.Y. Har. Total	
Scioto Downs	Scioto Downs
Scioto Downs Total	
Seabrook	Seabrook Greyhound
Seabrook Total	
Sol Mutuel Ltd	SM2
Sol Mutuel Ltd Total	
Southland Greyhound Park	Southland Racing Corporation
Southland Greyhound Park Total	
Suffolk District OTB	Suffolk District OTB
Suffolk District OTB Total	
Sunray Park	SunRay Park & Casino
Sunray Park Total	
T.V. Games Network	Television Gaming Network TMA TVI TVP TVT
T.V. Games Network Total	
Turf Paradise	Apache Greyhound Park Arizona OTB's CUSTOMER DATA NOT RECEIVED Max's Sports Bar Tucson Greyhound Park TUO Turf Paradise
Turf Paradise Total	
Twin Spires Churchill Acct. Wagers	TwinSpires Oregon
Twin Spires Churchill Acct. Wagers Total	
Twinspires CA	TWC
Twinspires CA Total	
Twinspires HVP	Twinspires Mountain View
Twinspires HVP Total	
Venezuela OTB	Venezuela OTB
Venezuela OTB Total	
Vineland OTB	Vineland OTB
Vineland OTB Total	
Waterville	John Martin's Manor Restaurant

	Mohegan Sun Casino
Waterville Total	
Western OTB	Batavia GR
Western OTB Total	
Win Race Pferderennen	Win Race Pferderennen
Win Race Pferderennen Total	
Woodbine	Adam's Rib AFB Alberta Province - CAD Albert's Parlour Assiniboia HPI BHD Black Bear BPM Buffy's Tavern & Dining CA1 CAH CB1 CBI Century Palace CFL Champions at Royal Square Champions on the Danforth Charlottetown IVR Clinton Teletheatre Deerfield East Chinatown Ex Park IVR Flamboro Downs Fort Erie OTB Georgian Downs Grand River Raceway Grand River Raceway Teletheatr Greenwood Racetrack GTB Hanover Raceway Heritage HFG Jimmyz Sports Bar KAB L7B Last Furlong Lee Hotel Mane Event Manitoba Province - CAD Maritimes - CAD Marquis IVR MLO Mohawk Raceway Moodies Newfoundland IVR

	Northern Ontario Teletheatre N
	Northlands IVR
	Nova Scotia IVR
	Offside's
	Ontario Province - CAD
	OSE
	PSS
	Quebec HPI
	Quebec Province - CAD
	Quinte Bowling Centre
	Rex Hotel
	RJ's on Chrysler
	RJ's on Main
	Saskatchewan Province - CAD
	Select Winners Lounge
	Sheraton Parkway
	Shoeless Joe's
	Silks
	Sneakers Sports Bar
	Sports Centre Cafe
	SPS
	SSM
	Stonehouse
	TJB
	TOG
	TRB
	Turf Lounge
	Ultimate Sports Bar
	VPG
	WEGZ Stadium Bar
	Western Fair Raceway
	Windsor Tavern
	Winner's Edge
	Woodbine
	Woodbine Entertainment Group I
	Woodbine IVR
Woodbine Total	
Xpress Bet German Tote	GWS German Tote
Xpress Bet German Tote Total	
Xpress Bet GT Racebets	Racebets
Xpress Bet GT Racebets Total	
Yonkers	ECB
Yonkers Total	

Suffolk Downs Export Requests
Separate Pools

SSR Supplemental Application
Exhibit 28B

Sterling Suffolk Racecourse, LLC
525 McClellan Highway
East Boston, MA 02128
2016 Exports Request (Seperate Pool)

Hipodromo De Agua Caliente, S.A. De C.V.
(Attached: Caliente Licensed Simulcast Sites Schedule A)
TRN International, Inc.
(Attached: TRNI Exhibit A)
4. Non-Commingled Handle from LBO (OTB's) Services
Legal LBO's in the UK, Ireland and other European countries and New Zealand on a non-commingled basis. (Gala Corals, Ladbrokes, William Hills, NZRB)
Monarch Management
(Attached: Addendum II-Suffolk Downs)
TSG Global Wagering Solutions LLC d/b/a XB-Net, a US-based Delaware Corporation specializing in International Racing, Wagering, and Media Distribution Rights.
Jockey Club of Turkey (d/b/a - TJK) Licensed Betting Offices (Bet Shops) in Turkey.
The Sports Wire/SPW Inc.
(Attached: Simulcast Agreement)
Licensed racing services and off-track-betting facilities in Barbados, Bermuda and Jamaica
Pari-Mutuel racing facilities Caymanas Track Ltd Park, Jamaica

Exhibit 29

REQUEST FOR AUTHORIZATION OF ACCOUNT WAGERING SYSTEM

In accordance with 205 CMR 6.20, Sterling Suffolk Racecourse, LLC (“SSR”) respectfully requests approval of XpressBet LLC, TVG, Twin Spires, NYRABets and bspot as Account Wagering vendors for the racing season of 2017. SSR does not operate an account wagering system other than through its vendors.

Suffolk Downs does not currently and does contemplate providing any planned, non-monetary, incentive programs and account security plans, other than any that may be provided by the forgoing vendors.

The Applicant has previously filed with the Commission all of its confidential agreements with account wagering service providers.