



PLAINRIDGE PARK
CASINO

September 30, 2019

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

Dear Commissioners,

Plainville Gaming and Redevelopment, LLC ("PGR") is pleased to submit the enclosed ***Application for License to Hold or Conduct A Race Meeting*** for the calendar year 2020. PGR is applying for a license to conduct a Harness Horse race meeting at Plainridge Park Casino.

PGR is conducting the 2019 Harness Horse race meeting at Plainridge Park that is scheduled to conclude at the end of November after completing 108 days of racing. The 2020 application contains a racing schedule that has been mutually agreed upon by PGR and the Harness Horsemen's Association of New England for 110 racing days to be conducted from early April through the end of November. We are looking forward to another successful racing season in 2020.

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

Sincerely,

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

Money-back Guarantee: If the mailer submits an item at a designated USPS® Priority Mail Express® service location on or before the specified deposit time, the Postal Service will deliver or attempt delivery to the addressee or agent before the applicable delivery date and time. Mailer may request the addressee's signature from the addressee upon delivery of the item by checking the "signature required" box at the time of mailing. If the Postal Service does not deliver or attempt delivery by the specified time and the mailer has a valid claim for a refund, the Postal Service will refund the postage, unless an exception applies. See *Mailing Standards of the United States Postal Service Domestic Mail Manual (DMM)* 604.9.5.5 which is available at pe.usps.com.

Note: The Postal Service does not offer money-back guarantee for military or DPO shipments delayed due to customs inspections or the item was delayed for an APO/FPO/DPO that was closed on the intended day of delivery or the delay was caused by one of the situations in DMM 604.9.5.5, Consult USPS.com or your local Post Office for information on delivery commitments and Priority Mail Express Military Service (PME/MS). For details, see DMM 703.2.6, which is available at pe.usps.com.

When a mailer submits a Priority Mail Express item requiring a signature and the Postal Service cannot deliver the item on the first attempt, the Postal Service leaves a notice for the addressee. If the addressee does not claim the item within 5 calendar days, the Postal Service returns the item to the sender at no additional charge.

Insurance coverage: The Postal Service provides insurance only in accordance with postal regulations in the DMM, which is available at pe.usps.com. The DMM sets forth the specific types of losses that are covered, the limitations on coverage, terms of insurance, conditions of payment, and application procedures. Certain items are not insurable. The DMM consists of federal regulations, and USPS personnel are not authorized to change or waive these regulations or grant exceptions. A mailer who requires information on Priority Mail Express insurance may contact the Postal Service before submitting an item. Limitations prescribed in the DMM provide, in part, that:

1. Insurance coverage extends to the actual value of the contents at the time of mailing or the cost of repairs, not to exceed the insured limit for the item.

2. The Postal Service insures the contents of Priority Mail Express "merchandise" items (with "merchandise" defined by postal regulations) against loss, damage, or missing contents. The Postal Service includes coverage up to \$100 per mailpiece at no additional charge. Additional merchandise insurance up to \$5,000 per mailpiece may be available for purchase. Additional insurance for Priority Mail Express items is not available unless a signature is required.
3. The Postal Service insures nonnegotiable documents (as defined by postal internally regulations) against loss, damage, or missing contents up to \$100 per mailpiece for document reconstruction, subject to additional limitations for multiple pieces lost or damaged in a single catastrophic occurrence. Document reconstruction insurance provides reimbursement for the reasonable costs incurred in reconstructing duplicates of nonnegotiable documents mailed. Document reconstruction insurance coverage above \$100 per mailpiece is not available. The mailer should not attempt to purchase additional document insurance, because additional document insurance is void.
4. The Postal Service insures "negotiable items" defined by postal regulations as items that can be converted to cash without loss of currency, or broken up to a maximum of \$15 per mailpiece.
5. The Postal Service does not provide coverage for consequential losses due to loss, damage, or delay of Priority Mail Express items or for concealed damage, spoilage of perishable items, and articles improperly packaged or too fragile to withstand normal handling in the mail. Coverage, terms, and limitations are subject to change. For additional limitations and terms of coverage, consult the DMM, which is available at pe.usps.com.

Indemnity Claims (Loss, Damaged or Missing Contents): Either the mailer or the addressee may file an indemnity claim for loss, damaged or missing contents. The claimant may submit the claim online at usps.com, or by mail, for more information see Publication 122, *Domestic Claims, Customer Reference Guide*. The timelines for claims are as follows: claims for loss – no sooner than 7 days but no later than 90 days after the date of mailing; claims for damage or missing contents – immediately but no later than 60 days from the date of mailing, because the original USPS retail receipt or electronic receipt for claims purposes. For claims involving damage or missing contents, also retain the article, container, and packaging for Postal Service inspection when requested.

Refund of Postage and Fees (Service Performance): If delivery of a Priority Mail Express (PME) item does not meet the scheduled delivery commitment(s), online and commercial customers may submit a refund request by visiting usps.com. Retail customers may submit a refund request either online at usps.com or at retail locations. Refund requests for postage must be submitted no later than 30 days from the date of mailing. Extra Services fees refund requests must be submitted no later than 60 days from the date of mailing. Each tracking number can only be submitted once for all applicable refunds. Refund requests for PME or PME with Extra Services must be combined into a single submission.

Thank you for choosing Priority Mail Express service.

Tracking: For USPS Tracking, scan the QR Code below or go to USPS.com or call 800-222-1811



EE 425 688 343 US
Priority Mail Express tracking number

PLAINVILLE
127 SOUTH ST
PLAINVILLE, MA 02762-9998
245236-0762
(800)275-8777
09/30/2019 03:19 PM

Product	Qty	Unit Price	Price
M Exp 1-Day (Domestic) (BOSTON, MA 02110) (Weight:3 Lb 1.80 Oz) (Signature Requested) (Scheduled Delivery Day) (Tuesday 10/01/2019 12:00 PM) (Money Back Guarantee) (USPS Tracking #) (EE425688343US)	1	\$25.85	\$25.85
M Exp Insurance (Up to \$100.00 included)			\$0.00
Total:			\$25.85

Includes up to \$100 insurance
Save this receipt as evidence of insurance. For information on filing an insurance claim go to usps.com

Plainridge Park Casino
1160 Mass Gaming Commission

Payment Number
[REDACTED]

Check Date
09/30/2019

Check Number
0002009196

Invoice Number	Invoice Date	Outstanding Amt	Net Paid Amt	Discount Taken	Write Off	Net Check Amt
FY2020 RACE LICENSE	09/30/2019	\$2,100.00	\$2,100.00	\$0.00	\$0.00	\$2,100.00

TOTALS: \$2,100.00 \$2,100.00 \$0.00 \$0.00 \$2,100.00

THIS CHECK IS VOID WITHOUT A COLORED BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

Plainridge Park Casino

**301 Washington Street
Plainville, MA 02762**

Wells Fargo Bank
Controlled Disbursement
Wells Fargo Bank, N.A.
Van Wert, OH

56-382/412

September 30, 2019

0002009196

Amount

\$2,100.00

Pay Two Thousand One Hundred Dollars and 00 Cents

Pay to the Order of:

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

[Signature]

[Signature]

[REDACTED]



Plainville Gaming and Redevelopment, LLC



**PLAINRIDGE PARK
CASINO**

Application for License to Hold or Conduct a Racing Meeting at Plainridge Racecourse for Calendar Year 2020

September 30, 2019



PLAINRIDGE PARK
CASINO

LETTER OF TRANSMITTAL

SUBMITTED: *Application for License to Hold or Conduct A Race Meeting 2020*

\$ 125,000 Bond provided by Westchester Insurance Company

\$ 2,100.00 Check – Wells Fargo Bank / Plainridge Park Casino

Electronic Copy

BY: Plainville Gaming and Redevelopment, LLC

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

RECEIVED BY: _____

DATE: _____

CONTINUATION
CERTIFICATE

Westchester Fire Insurance Company

, Surety upon

a certain Bond No. [REDACTED]

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

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

and in favor of Commonwealth of Massachusetts Gaming Commission
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on January 01, 2020
(MONTH-DAY-YEAR)

and ending on December 31, 2020
(MONTH-DAY-YEAR)

Amount of bond \$125,000.00

Description of bond License to conduct a racing meeting

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

Signed and dated on September 18, 2019
(MONTH-DAY-YEAR)

Westchester Fire Insurance Company

By Vicki Nobinger

Vicki Nobinger, Attorney-in-Fact

Power of Attorney

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Andrea Allman, Rachel A. Chaveriat, Jessica Frederick, Rebecca J Hobbs, Loretta M. Jones, Julie Karnes, Sandra G. King, Thelma M. Lett, Michelle Lute-Heatherly, Sandy McElhany, Vicki Nobinger, Bonnie L. Rice, Mariah Smith, Mary Y. Volmar, Carolyn E. Wheeler and Joy M. Williams of Knoxville, Tennessee

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 14th day of February, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 14th day of February, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies, and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority, and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



ROSE CURTIS
NOTARY PUBLIC OF NEW JERSEY
No. 50072400
Commission Expires November 22, 2021

Rose Curtis
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

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

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

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

I, Dawn M. Chloros, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 18th day of September, 2019.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT: Telephone (908) 903-3493 Fax (908) 903-3036 e-mail: surety@chubb.com



Division of Racing

APPLICATION FOR LICENSE TO HOLD OR CONDUCT A RACING MEETING

APPLICATION OF: Plainville Gaming and Redevelopment, LLC

FOR LICENSE TO HOLD OR CONDUCT A RACING MEETING AT:

Plainridge Park Casino FOR CALENDAR YEAR 2020.

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

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

Attached hereto, is a certified check or bank draft payable to the Massachusetts Gaming Commission in the sum of \$ 2,100.00 which is the greater of .0013 times the average daily handle for the racing meeting that occurred in 2019 or Three hundred dollars (\$300.00).

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

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

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

___ YES X NO

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

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

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

X YES ___ NO

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

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

No change since previous submission in September 2018 regarding PENN-Iowa non-renewal of license in 2014.

___ 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 X 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 X 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?

X YES ___ NO

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

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

X YES ___ NO

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

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

___ YES X NO

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

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

___ YES X NO

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

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

- Fee Simple Ownership
- Lease See Exhibit #14
- Other Authority

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

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

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

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

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

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

YES NO

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

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

18. If license is granted applicant will carry:

(Check)

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

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

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

(a) Grandstand: No changes to previously submitted Exhibit #19

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

(b) Club House

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

(c) Bleachers

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

(d) Parking Space:

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

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

Grandstand: ____ Selling: ____ Cashing: ____
Club House: ____ Selling: ____ Cashing: ____
Other Locations: ____ Selling: ____ Cashing: ____

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

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

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

No changes to previously submitted Exhibit #19

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

21. Submit as **Exhibit 21**, a description of the following:
If a previous racing applicant, please state any new changes from the previous year:
- (a) Size of Track No changes to previously submitted Exhibit #21
 - (b) Number of Chutes
 - (c) Number of Stables
 - (d) Number of Stalls
 - (e) Number of Tack Rooms
 - (f) Number of Tack Rooms Heated
 - (g) Number of Shower baths in stable area
 - (h) Toilet facilities in stable area
 - (i) Fire protection in stable area including:
 - Number of sprinklers
 - Number of fire alarm boxes
 - Other fire protective measures in stable area
 - (j) A detailed statement of measures which will be employed in the policing of the stable area. This statement should include but not be confined to:
 - (1) Is stable area enclosed? If so, describe method of enclosure
 - (2) Number of gates to enclosure, where located and method of control;
 - (3) System of passes to be issued to persons employed in stable area;
 - (4) Method to be followed in allowing persons in and out of stable area;
 - (5) Number of uniformed police officers to be assigned to the stable area indicating the number in daytime hours and nights;
 - (6) Number of plain clothes officers or detectives to be assigned to the stable area, days and nights;
 - (7) Name of person who will be in charge of policing in the stable area.
 - (k) Recreation room
 - (l) Track Kitchen, including seating capacity
 - (m) Size of jockey or driver's room and equipment available including number of shower baths, toilets, hot-boxes, etc.
 - (n) List of other accommodations, facilities or services in stable area.
 - (o) List any other accommodations, facilities or services for the benefit of the patrons attending.
22. Submit as **Exhibit 22** the trade name of any of the following equipment used at the track- date of purchase or the date of present contract or lease and expiration date of said contract:
- (a) Pari-Mutuel Equipment
 - (b) Starting Gate
 - (c) Photo Finish Camera
 - (d) Film Patrol
 - (e) Timing Devices
 - (f) Inter-communication system
 - (g) Public Address System
 - (h) Closed Circuit Television System
 - (i) Horse Shoe Board
 - (j) Scales

23. Submit as Exhibit 23

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

- (a) A copy of applicant's employee handbook
- (b) A copy of all of applicant's policies and procedures regarding internal controls including but not limited to those policies that deal with the handling of money, or the placing of wagers both in person and via telephone or other methods
- (c) A copy of applicant's audit committee and compliance committee charters as well as a list of the audit and compliance committee members and their relationship to the applicant
- (d) Any other policies that indicate that applicant meets general industry standards for business and financial practices, procedures, and controls.

No changes to previously submitted Exhibit #'s 23A, 23B & 23D - see attached revised 23C

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

25. Submit as Exhibit 25 a statement setting forth the reasons why the applicant believes that the dates applied for will be beneficial to the public, the Commonwealth, the applicant and the Commonwealth's thoroughbred or Standardbred owners and trainers and Massachusetts based vendors and suppliers.

26. Submit as Exhibit 26 the following information:

- (a) Actual amount of purses paid in the last calendar year
- (b) Estimated amount of purses to be paid in the next calendar year
- (c) Actual handle generated by applicant on its live races in the last calendar year (all sources)
- (d) Direct employment numbers attributable to applicant in the last calendar year as evidenced by the number of people who received a Form W-2 and / or Form 1099 MISC and direct employment numbers of employees who are citizens of the Commonwealth
- (e) Indirect employment numbers attributable to applicant in the last calendar year as evidenced by statements from sub-contract companies (such as concession workers, security guards, tote personnel, etc.) as to employees assigned to applicant's facility
- (f) Number of occupational licenses attributable to applicant in the last calendar year 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:

By:

Curtis - Secretary of Massachusetts Learning Ventures,
LLC - sole member
Date: 9/18/19

WITNESS:

[Signature]

WITNESS:

[Signature]

ATTEST:

Secretary (Affix Corporate Seal)

AFFIDAVIT BY LIMITED LIABILITY COMPANY APPLICANT

Commonwealth of Pennsylvania, County of Berks.

Carl Sottosanti, being duly sworn, upon his oath deposes and says that:

1. Carl Sottosanti is the Secretary of Massachusetts Gaming Ventures, LLC - Sole member of the Limited Liability Company named as the applicant and signed the foregoing application.
2. Carl Sottosanti was duly authorized to sign said application in its name and in its behalf.
3. Carl Sottosanti 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 18 day of September, 2019

[Signature]

Signature of Affiant

[Signature]

Signature of officer administering oath

Notary Public

Title of such officer

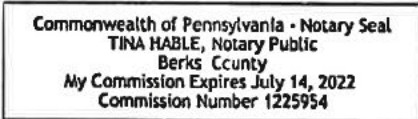


EXHIBIT 6

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

Mondays, Thursdays & Fridays starting April 6th 2020

Added Racing on Sundays July 26, September 13, 20 & 27, October 4, 11, 18 & 25

No Racing on Thursday November 26, adding Wednesday November 25 in its place

Post Time: April through August 4:00 PM

Sunday July 26 2:00 PM

September & October 2:00 PM

November 1:00 PM

Please see attached 2020 racing calendar



PLAINRIDGE PARK
CASINO

2020 Live Racing Calendar

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

11 Race Days

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

13 Race Days

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

13 Race Days

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

15 Race Days

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

13 Race Days

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

15 Race Days

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

18 Race Days

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

12 Race Days

 4:00 PM Post Time

 2:00 PM Post Time

 1:00 PM Post Time

EXHIBIT 11A

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

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



EXHIBIT 11B

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

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

EXHIBIT 11C

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

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

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

Federal Employer Identification No.

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

SPRINGFIELD GAMING AND REDEVELOPMENT, LLC

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

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

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

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

None

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

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

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

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

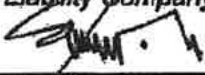
The exact name of the limited liability company: Plainville Gaming and Redevelopment, LLC.

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

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

DATED: April 3, 2015

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

By: 
Western Mass. Gaming Ventures, LLC, member
Saul V. Feibstein, Treasurer

(Print Name)

Delaware

PAGE 1

The First State

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



5224479 8320

150479054

You may verify this certificate online

Handwritten signature of Jeffrey W. Bullock in black ink.

Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 2277980

DATE: 04-09-15

THE COMMONWEALTH OF MASSACHUSETTS

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

deemed to have been filed with me on:

April 09, 2015 05:04 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Delaware

PAGE 1

The First State

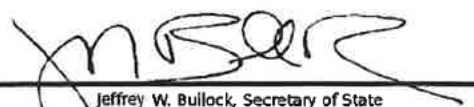
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "SPRINGFIELD GAMING AND REDEVELOPMENT, LLC", CHANGING ITS NAME FROM "SPRINGFIELD GAMING AND REDEVELOPMENT, LLC" TO "PLAINVILLE GAMING AND REDEVELOPMENT,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

5224479 8100

150479054

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




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 2277979


DATE: 04-09-15

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF FORMATION
OF
SPRINGFIELD GAMING AND REDEVELOPMENT, LLC

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

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

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



Saul Y. Reibstein
Authorized Person

Delaware

PAGE 1

The First State


I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "WESTERN MASS. GAMING VENTURES, LLC", CHANGING ITS NAME FROM "WESTERN MASS. GAMING VENTURES, LLC" TO "MASSACHUSETTS GAMING VENTURES, LLC", FILED IN THIS OFFICE ON THE SEVENTH DAY OF APRIL, A.D. 2015, AT 7:13 O'CLOCK P.M.

4879682 8100

150479058

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




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 2271184

DATE: 04-08-15

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF FORMATION
OF
WESTERN MASS. GAMING VENTURES, LLC

1. Name of limited liability company: **Western Mass. Gaming Ventures, LLC.**
2. Article First of the Certificate of Formation of the limited liability company is hereby amended as follows:

The name of the limited liability company is: **Massachusetts Gaming Ventures, LLC.**

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



Saul V. Reibstein
Authorized Person

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

Federal Employer Identification No.

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

WESTERN MASS. GAMING VENTURES, LLC

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

2. Its jurisdiction of organization and date of organization is: DELAWARE; 10/04/2010

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

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

None

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

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

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

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

The exact name of the limited liability company: Massachusetts Gaming Ventures, LLC.

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

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

DATED: April 3, 2015

WESTERN MASS. GAMING VENTURES, LLC
(Limited Liability Company Name)

By: 

Saul V. Reibstein, Treasurer

(Print Name)

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "WESTERN MASS. GAMING VENTURES, LLC", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "MASSACHUSETTS GAMING VENTURES, LLC", THE SEVENTH DAY OF APRIL, A.D. 2015, AT 7:13 O'CLOCK P.M.

4879682 8320

150479058

You may verify this certificate online



Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 2271185

DATE: 04-08-15

THE COMMONWEALTH OF MASSACHUSETTS

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

deemed to have been filed with me on:

April 08, 2015 05:05 PM

A handwritten signature in cursive script, reading "William Francis Galvin".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "PLAINVILLE GAMING AND REDEVELOPMENT, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE EIGHTH DAY OF OCTOBER, A.D. 2012, AT 12:12 O`CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "SPRINGFIELD GAMING AND REDEVELOPMENT, LLC" TO "PLAINVILLE GAMING AND REDEVELOPMENT, LLC", FILED THE SEVENTH DAY OF APRIL, A.D. 2015, AT 7:10 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "PLAINVILLE GAMING AND REDEVELOPMENT, LLC".




Jeffrey W. Bullock, Secretary of State

5224479 8100H
SR# 20197171057

Authentication: 203647923
Date: 09-23-19

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

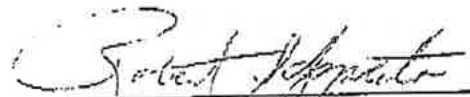
State of Delaware
Secretary of State
Division of Corporations
Delivered 12:12 PM 10/08/2012
FILED 12:12 PM 10/08/2012
SRV 121107156 - 5224479 FILE

STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF
SPRINGFIELD GAMING AND REDEVELOPMENT, LLC

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

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

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



Name: Robert S. Appolito
Authorized Person


State of Delaware
Secretary of State
Division of Corporations
Delivered 07:17 PM 04/07/2015
FILED 07:10 PM 04/07/2015
SRV 150479054 - 5224479 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF FORMATION
OF
SPRINGFIELD GAMING AND REDEVELOPMENT, LLC

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

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

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



Saul Y. Reibstein
Authorized Person



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

September 20, 2019

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of registration of a Foreign Limited Liability Company was filed in this office by

PLAINVILLE GAMING AND REDEVELOPMENT, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **October 12, 2012**.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 72 for revocation of said Limited Liability Company's authority to transact business in the Commonwealth; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **NONE**

I further certify that the name of persons authorized to act with respect to real property instruments listed in the most recent filings are: **CARL SOTTOSANTI**



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin
Secretary of the Commonwealth

EXHIBIT 11D

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

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



EXHIBIT 11E

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

Not applicable.

EXHIBIT 11F

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

No.

EXHIBIT 11G

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

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

116

Penn National Gaming, Inc.

CASINO AND RACETRACK LICENSES HELD

Current as of 9/18/19

Licensed Entity / FEIN	DBA	State	Regulatory Authority	Regulatory Agency Address	Type of License	Year PNGI Acquired/Built	License Exp. Date (Mo-Yr)
Penn National Gaming, Inc. - 23-2234473	N/A	CO	Colorado Division of Gaming	17301 W. Colfax Ave., Suite 135, Golden, CO 80401	Associated Business Gaming License	2018	September, 2020
Ameristar Casino Black Hawk, LLC - 20-12900693	Ameristar Black Hawk	CO	Colorado Division of Gaming	17301 W. Colfax Ave., Suite 135, Golden, CO 80401	Mfg/Distributor Type-2	Oct 2018 (PNK Transaction)	December, 2019
Ameristar Casino Black Hawk, LLC - 20-12900693	Ameristar Black Hawk	CO	Colorado Division of Gaming	17301 W. Colfax Ave., Suite 135, Golden, CO 80401	Operator License	Oct 2018 (PNK Transaction)	December, 2019
Ameristar Casino Black Hawk, LLC - 20-12900693	Ameristar Black Hawk	CO	Colorado Division of Gaming	17301 W. Colfax Ave., Suite 135, Golden, CO 80401	Retailer-Type 2	Oct 2018 (PNK Transaction)	December, 2019
Penn Sanford, LLC - 26-0478553	Sanford-Orlando Kennel Club	FL	Florida Dept of Pari Mutuel Wagering	Northwood Centre 1940 North Monroe Street Tallahassee, FL 32399	Greyhound Racing	2007	June, 2020
SOKC, LLC - 26-0478576	Sanford-Orlando Kennel Club	FL	Florida Dept of Pari Mutuel Wagering	Northwood Centre 1940 North Monroe Street Tallahassee, FL 32399	Greyhound Racing	2007	March, 2020
Penn National Gaming, Inc. - 23-2234473	N/A	IA	Iowa Racing and Gaming Commission	1300 Des Moines, Suite 100, Des Moines, IA 50309	Found Suitable	2018	August, 2020
Ameristar Casino Council Bluffs, LLC - 93-1151022	Ameristar Council Bluffs	IA	Iowa Racing and Gaming Commission	1300 Des Moines, Suite 100, Des Moines, IA 50309	Excursion Boat License	Oct 2018 (PNK Transaction)	March, 2020
Alton Casino, LLC - 46-3410861	Alton Belle Casino	IL	Illinois Gaming Board	160 N. LaSalle, 3rd Floor Chicago, IL 60601 312.814.4710	Riverboat Gaming License	2005	November, 2019

Licensed Entity / FEIN	DBA	State	Regulatory Authority	Regulatory Agency Address	Type of License	Year PNGI Acquired/Built	License Exp. Date (Mo-Yr)
HC Joliet, LLC - 46-3408585	Hollywood Casino Joliet	IL	Illinois Gaming Board	160 N. LaSalle, 3rd Floor Chicago, IL 60601 312.814.4710	Riverboat Gaming License	2005	July, 2022
HC Aurora, LLC - 46-3408483	Hollywood Casino Aurora	IL	Illinois Gaming Board	160 N. LaSalle, 3rd Floor Chicago, IL 60601 312.814.4710	Riverboat Gaming License	2003	December, 2022
Illinois Gaming Investors, LLC - 27-2703204	Prairie State Amusements, LLC	IL	Illinois Gaming Board	160 N. LaSalle, 3rd Floor Chicago, IL 60601 312.814.4710	VGT License	2015	February, 2020
Indiana Gaming Company, LLC - 37-1314871	Hollywood Casino Lawrenceburg	IN	Indiana Gaming Commission	101 W. Washington Street East Tower, Suite 1600 Indianapolis, IN 46204 317.233.0046	Riverboat Owner's License	2005	December, 2019
Ameristar Casino East Chicago, LLC - 26-0302265	Ameristar Casino Hotel East Chicago	IN	Indiana Gaming Commission	101 W. Washington Street East Tower, Suite 1600 Indianapolis, IN 46204 317.233.0046	Riverboat Owner's License	Oct 2018 (PNK Transaction)	April, 2020
Ameristar Casino East Chicago, LLC - 26-0302265	Ameristar Casino Hotel East Chicago	IN	Indiana Gaming Commission	101 W. Washington Street East Tower, Suite 1600 Indianapolis, IN 46204 317.233.0046	Temporary Certificate of Authority for Sports Wagering	2019	Jul-20
Kansas Entertainment, LLC - 26-1107024	Hollywood Casino Kansas (50 % joint venture with affiliate of International Speedway Co)	KS	Kansas Racing & Gaming Commission	700 SW Harrison, Suite 500 Topeka, KS 66603-3754	Found Suitable	2012	July, 2019 - Pending Renewal
Kansas Entertainment, LLC - 26-1107024	Hollywood Casino Kansas (50 % joint venture with affiliate of International Speedway Co)	KS	Kansas Lottery	128 N Kansas Avenue, Topeka, KS 66603	Lottery Facility Manager	2012	July, 2019 - Pending Renewal
Penn National Gaming, Inc. - 23-2234473	N/A	LA	Louisiana Gaming Board/State Police	7919 Independence Blvd., Bldg A, Baton Rouge, LA 70806	Found Suitable	2018	July, 2023
PNK (Bossier City), LLC - 64-0878110	Boomtown Bossier City	LA	Louisiana Gaming Board/State Police	7919 Independence Blvd., Bldg A, Baton Rouge, LA 70806	Riverboat Gaming License	Oct 2018 (PNK Transaction)	November, 2019

Licensed Entity / FEIN	DBA	State	Regulatory Authority	Regulatory Agency Address	Type of License	Year PNGI Acquired/Built	License Exp. Date (Mo-Yr)
Louisiana-I Gaming, a Louisiana Partnership in Commendam - 72-1238179	Boomtown New Orleans	LA	Louisiana Gaming Board/State Police	7919 Independence Blvd., Bldg A, Baton Rouge, LA 70806	Riverboat Gaming License	Oct 2018 (PNK Transaction)	March, 2020
PNK (Baton Rouge) Partnership - 72-1246016	L'Auberge Casino Hotel Baton Rouge	LA	Louisiana Gaming Board/State Police	7919 Independence Blvd., Bldg A, Baton Rouge, LA 70806	Riverboat Gaming License	Oct 2018 (PNK Transaction)	August, 2019 pending renewal
PNK (Lake Charles), LLC - 02-0614452	L'Auberge Lake Charles Casino Hotel	LA	Louisiana Gaming Board/State Police	7919 Independence Blvd., Bldg A, Baton Rouge, LA 70806	Riverboat Gaming License	Oct 2018 (PNK Transaction)	April, 2022
Penn Tenant III, LLC	Margaritaville Resort and Casino	LA	Louisiana Gaming Board/State Police	7919 Independence Blvd., Bldg A, Baton Rouge, LA 70806	Casino License	Jan-19	September 21 2019
Plainville Gaming and Redevelopment, LLC - 37-1714120	Plainridge Racecourse	MA	Massachusetts Gaming Commission, Division of Racing	84 State St, Suite 720, Boston, MA 02109; 617-979-8400	Harness Horse Race License	2013	October, 2019
Plainville Gaming and Redevelopment, LLC - 37-1714120	Plainridge Park Casino	MA	Massachusetts Gaming Commission	84 State St, Suite 720, Boston, MA 02109; 617-979-8400	Category 2 Slots Parlor License	2014	June, 2020
Penn ADW, LLC	Plainridge Park Casino	MA	Massachusetts Gaming Commission	84 State St, Suite 720, Boston, MA 02109; 617-979-8400	Account Deposit Wagering	2017	December, 2019
HC Bangor, LLC - 46-3490725	Hollywood Slots, Hotel & Raceway	ME	Maine Harness Racing Commission	28 State House Station Augusta, Maine 04333-0028 207.287.3221	Live Racing	2004	December, 2019
HC Bangor, LLC - 46-3490725	Hollywood Slots, Hotel & Raceway	ME	Maine Gambling Control Board	45 Commerce Drive 87 SHS Augusta, Maine 04333-0087 207.626.3900	Casino operator license	2004	February, 2020

Licensed Entity / FEIN	DBA	State	Regulatory Authority	Regulatory Agency Address	Type of License	Year PNGI Acquired/Buift	License Exp. Date (Mo-Yr)
Greektown Casino, LLC	Greektown Casino and Hotel	MI	Michigan Gaming Control Board	3062 West Grand Blvd, Suite L-700, Detroit, MI 48202	Casino License	2019	May 1 2020
St. Louis Gaming Ventures, LLC - 46-0574932	Hollywood Casino St. Louis	MO	Missouri Gaming Commission	3417 Knipp Drive Jefferson City, MO 65109 573.526.4080	Class B Gaming License	2012	October 31 2022
The Missouri Gaming Company, LLC - 37-1311505	Argosy Riverside Casino	MO	Missouri Gaming Commission	3417 Knipp Drive Jefferson City, MO 65109 573.526.4080	Class B Gaming License	2005	Feb-22
Penn National Gaming, Inc. - 23-2234473	N/A	MO	Missouri Gaming Commission	3417 Knipp Drive, Jefferson City, MO 65109; 573-526-4080	Class A License	2005	Feb-22
	River City Casino Hotel	MO	Missouri Gaming Commission	3417 Knipp Drive, Jefferson City, MO 65109; 573-526-4080	Class B License	Oct 2018 (PNK Transaction)	October, 2021
BSLO, LLC - 90-1009274	Hollywood Casino Gulf Coast	MS	Mississippi Gaming Commission	620 North Street, Suite 200 Jackson, MS 39202 601.576.3800	Gaming/ Operator License	2000	October, 2019
BTN, LLC - 46-3358433	Boomtown Casino Biloxi	MS	Mississippi Gaming Commission	620 North Street, Suite 200 Jackson, MS 39202 601.576.3800	Gaming/ Operator License	2000	October, 2019
HWCC-Tunica, LLC - 75-2513808	Hollywood Casino Tunica	MS	Mississippi Gaming Commission	620 North Street, Suite 200 Jackson, MS 39202 601.576.3800	Gaming/ Operator License	2003	October, 2019
RIH Acquisitions MS II, LLC	Bally's Casino Tunica	MS	Mississippi Gaming Commission	620 North Street, Suite 200 Jackson, MS 39202 601.576.3800	Gaming/ Operator License	2017	April, 2020
RIH Acquisitions MS 1, LLC	Resorts Casino Tunica	MS	Mississippi Gaming Commission	620 North Street, Suite 200 Jackson, MS 39202 601.576.3800	Gaming/ Operator License	2017	April, 2020

Licensed Entity / FEIN	DBA	State	Regulatory Authority	Regulatory Agency Address	Type of License	Year PNGI Acquired/Built	License Exp. Date (Mo-Yr)
PNK Vicksburg, LLC - 47-3755785	Ameristar Vicksburg	MS	Mississippi Gaming Commission	620 North Street, Suite 200 Jackson, MS 39202 601.576.3800	Gaming License	Oct 2018 (PNK Transaction)	Apr-22
FR Park Racing, L.P.	Freehold Race (49.95% owned by PNG but not managed by PNG)	NJ	New Jersey Racing Commission	140 East Front Street 4th Floor PO Box 088 Trenton, NJ 08625	Horse Race License	1999	December, 2019
FR Park Racing, L.P.	Freehold Race (49.95% owned by PNG but not managed by PNG)	NJ	New Jersey Racing Commission	140 East Front Street 4th Floor PO Box 088 Trenton, NJ 08625	Sports Wagering License	2018	Jun-20
Penn NJ OTW, LLC - 46-1813715	Favorites at Gloucester Township	NJ	New Jersey Racing Commission	140 East Front Street 4th Floor PO Box 088 Trenton, NJ 08625	Horse Race License	2014 (Feb.)	December, 2019
Zia Park LLC - 20-5674616	Zia Park and Black Gold Casino	NM	New Mexico Gaming Control Board	4900 Alameda Boulevard NE Albuquerque, NM 87113 505.841.9700	Operator License	2007	Apr-20
Zia Park LLC - 20-5674616	Zia Park and Black Gold Casino	NM	Racing Commission of the State of NM	4900 Alameda Boulevard NE Suite A Albuquerque, NM 87113 505.222.0700	Simulcast License	2007	December, 2019
Penn National Gaming, Inc. - 23-2234473	N/A	NM	New Mexico Gaming Control Board	4900 Alameda Boulevard NE, Albuquerque, NM 87113; 505-841-8700	Corporate Finding of Suitability	2007	April 2022 (3yr Renewal)
Zia Park LLC - 20-5674616	Zia Park and Black Gold Casino	NM	Racing Commission of the State of NM	See above	Horse Race License	2007	December, 2019
Penn ADW, LLC	Hollywood Races	NY	NY Gaming Commission	One Broadway Center, Schenectady, NY 12305	Temporary Simulcast and Multi-Jurisdictional	March, 2017	July, 2020
LVGV, LLC - 46-2117031	The M Resort Spa Casino	NV	Nevada Gaming Commission	1819 College Parkway Carson City, NV 89706	Finding of Suitability	2011	No expiration date
Tropicana Las Vegas, Inc. - 27-0295690	Tropicana	NV	Nevada Gaming Commission	1819 College Parkway Carson City, NV 89706	Finding of Suitability/Casino License	2015 (Aug)	No expiration date

Licensed Entity / FEIN	DBA	State	Regulatory Authority	Regulatory Agency Address	Type of License	Year PNGI Acquired/Built	License Exp. Date (Mo-Yr)
Cactus Pete's, LLC - 88-0069444	Cactus Pete's	NV	Nevada Gaming Commission	1819 College Parkway Carson City, NV 89706	Gaming License	Oct 2018 (PNK Transaction)	Dec-19
Youngstown Real Estate Ventures, LLC - 27-4202506	Hollywood Gaming at Mahoning Valley Racecourse	OH	Ohio State Racing Commission	77 S. High St. - 18th Floor Columbus, OH 43215-6108 614.466.2757	Permit to Conduct A Commercial Horse Race Meeting	2014 (Sept)	Thoroughbred #1-Permit C19-11- expires 7/24/19; Thoroughbred #2-Permit C19-12- expires 12/31/19; Quarter Horse #1-Permit C19-13- expires 10/22/19;
Youngstown Real Estate Ventures, LLC - 27-4202506	Hollywood Gaming at Mahoning Valley Racecourse	OH	Ohio Lottery Commission	615 W. Superior Ave. Cleveland, OH 44113	Video Lottery Sales Agent	2014 (Sept)	September, 2019
Dayton Real Estate Ventures, LLC - 27-4095967	Hollywood Gaming at Dayton Raceway	OH	Ohio Lottery Commission	616 W. Superior Ave., Cleveland OH 44113	Video Lottery Sales Agent	2014 (Aug)	August, 2020
Dayton Real Estate Ventures, LLC - 27-4095967	Hollywood Gaming at Dayton Raceway	OH	Ohio State Racing Commission	77 S. High St. - 18th Floor Columbus, OH 43215-6108 614.466.2757	Permit to Conduct A Commercial Horse Race Meeting	2014 (Aug)	Harness #1 Permit C18-61- expires 7/31/18; Harness #2 Permit C18-62- expires 12/31/18
Toledo Gaming Ventures, LLC - 26-4316611	Hollywood Casino Toledo	OH	Ohio Casino Control Commission	100 E. Broad Street, 20th Floor, Columbus, OH 43215	Casino operator license	2012	Oct-19
Central Ohio Gaming Ventures, LLC - 27-3244313	Hollywood Casino Columbus	OH	Ohio Casino Control Commission	10 West Broad Street, 6th Floor Columbus OH, 43215	Casino operator license	2012	September, 2021
Penn Tenant, LLC - 46-2264057	N/A	OH	Ohio Casino Control Commission	10 West Broad Street, 6th Floor Columbus OH, 43215	Gaming-Related Vendor License	2013	August, 2022

Licensed Entity / FEIN	DBA	State	Regulatory Authority	Regulatory Agency Address	Type of License	Year PNGI Acquired/Built	License Exp. Date (Mo-Yr)
PNK Development 7, LLC - 20-4328580	N/A	OH	Ohio Casino Control Commission	10 West Broad Street, 6th Floor Columbus OH, 43215	Gaming-Related Vendor License	2019	March, 2022
Mountainview Thoroughbred Racing Association - 46-3358320	Hollywood Casino at Penn National Race Course	PA	Pennsylvania Gaming Control Board	PO Box 69060 Harrisburg, PA 17106-9060 717.346.8300	Category 1 Slot Operator License	2008	November, 2023
Penn National Gaming, Inc. - 23-2234473	Associated with MTRA License	PA	Pennsylvania Gaming Control Board	PO Box 69060 Harrisburg, PA 17106-9060 717.346.8300	Owner/Operator - Docket #1314-8	2008	November, 2023
Carlino Family Trust	Associated with MTRA License	PA	Pennsylvania Gaming Control Board	PO Box 69060 Harrisburg, PA 17106-9060 717.346.8300	Shareholder of PNGI - Docket #1340-8 (actual license not initiated)	2008	November, 2023
Penn National Turf Club, LLC	Associated with MTRA License	PA	Pennsylvania Gaming Control Board	PO Box 69060 Harrisburg, PA 17106-9060 717.346.8300	Subsidiary of PNGI and holder of a PA Horse Racing License	2008	November, 2023
Mountainview Thoroughbred Racing Association - 46-3358320	Hollywood Casino at Penn National Race Course	PA	Pennsylvania State Horse Racing Commission	Agricultural Building, Room 304 2301 N. Cameron, St. Harrisburg, PA 17110	Horse Race License	2008	August, 2019 pending renewal
Penn ADW, LLC	Hollywood Races	PA	Pennsylvania Horse Racing Commission	Agricultural Building, Room 304 2301 N. Cameron, St. Harrisburg, PA 17110	Racing Vendor License #900000249	2017	January, 2020
Marquee by Penn, LLC	VGT	PA	Pennsylvania Gaming Control Board	PO Box 69060 Harrisburg, PA 17106-9060 717.346.8300	VGT License	2018	April, 2024
Washington Trotting Association, LLC - 25-1103566	The Meadows Casino	PA	Pennsylvania Gaming Control Board	PO Box 69060 Harrisburg, PA 17106-9060 717.346.8300	Category 1 Slot Operator License	Oct 2018 (PNK Transaction)	March, 2021

Licensed Entity / FEIN	DBA	State	Regulatory Authority	Regulatory Agency Address	Type of License	Year PNGI Acquired/Built	License Exp. Date (Mo-Yr)
Mountain Laurel Racing, Inc. - 25-1200972	The Meadows Casino	PA	Pennsylvania State Horse Racing Commission	Agricultural Building, Room 304 2301 N. Cameron, St Harrisburg, PA 17110		Oct 2018 (PNK Transaction)	
Mountainview Thoroughbred Racing Association - 46-3358320	Hollywood Casino at Penn National Race Course	PA	Pennsylvania Gaming Control Board	PO Box 69060 Harrisburg, PA 17106-9060 717.346.8300	Sports Wagering Certificate	2018	October, 2023
Mountainview Thoroughbred Racing Association - 46-3358320	Hollywood Casino at Penn National Race Course	PA	Pennsylvania Gaming Control Board	PO Box 69060 Harrisburg, PA 17106-9060 717.346.8300	Interactive Gaming Certificate	2018	September, 2023
Mountainview Thoroughbred Racing Association - 46-3358320	Hollywood Casino Morgantown	PA	Pennsylvania Gaming Control Board	PO Box 69060 Harrisburg, PA 17106-9060 717.346.8300	Category 4 Slot Operator License	2019	June, 2024
Houston Gaming Ventures, Inc. - 27-3496367	Sam Houston Race Park (50% owned by PNG and managed by PNG)	TX	Texas Racing Commission	8505 Cross Park Dr. #110 Austin, TX 78754	Found Suitable as an owner	2011	n/a
Sam Houston Race Park, LLC - 76-0313877	Sam Houston Race Park	TX	Texas Racing Commission	8505 Cross Park Dr. #110, Austin, TX 78754	Class 1 Horse Racetrack	2011	No expiration date
Valley Race Park, LLC - 38-2867156	Valley Race Park	TX	Texas Racing Commission	8505 Cross Park Dr. #110, Austin, TX 78754	Greyhound Racetrack	2011	No expiration date
Hill Lane, LLC - 20-6211791	Manor Downs	TX	Texas Racing Commission	8505 Cross Park Dr. #110, Austin, TX 78754	Class 2 Horse Racetrack - Inactive	2016	Inactive Licenses are reviewed/renewed annually by racing commission

Licensed Entity / FEIN	DBA	State	Regulatory Authority	Regulatory Agency Address	Type of License	Year PNGI Acquired/Built	License Exp. Date (Mo-Yr)
PNK (SAM), LLC - 45-4786384	Retama Park	TX	Texas Racing Commission	8505 Cross Park Dr. #110, Austin, TX 78754	Racing License	Oct 2018 (PNK Transaction)	2022 - 5yr Renewal
PNGI Charles Town Gaming, LLC - 46-3210448	Hollywood Casino at Charles Town Races	WV	West Virginia Racing Commission	310 Lee Road Follansbee, WV 26037 304.558.2150	Race Meeting	1997	December, 2019
PNGI Charles Town Gaming, LLC - 46-3210448	Hollywood Casino at Charles Town Races	WV	West Virginia Lottery Commission	312 MacCorkle Avenue, S.E. Charleston, WV 25327 304.558.0500	Sports Wagering Operator License	2018	August 31 2023
PNGI Charles Town Gaming, LLC - 46-3210448	Hollywood Casino at Charles Town Races	WV	West Virginia Lottery Commission	312 MacCorkle Avenue, S.E. Charleston, WV 25327 304.558.0500	Casino License	1997	June, 2020

EXHIBIT 13A

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

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

Please see **Exhibit 11G**.

EXHIBIT 13B

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

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

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

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

EXHIBIT 14

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

In connection with Penn’s acquisition of Pinnacle Entertainment, Inc. (“Pinnacle”), Plainville Gaming and Redevelopment, LLC (“Operator”) sold the real estate associated with Plainridge Park Casino (the “Facility”) to a subsidiary of Gaming and Leisure Properties, Inc. (“GLPI”), a separate publicly traded real estate investment trust. This transaction closed on October 15, 2018. Following the closing, Operator continues to operate the Facility and leases the real estate associated therewith from a subsidiary of GLPI pursuant to a master lease agreement covering the real property of several other gaming facilities previously operated by Pinnacle.

The owner of the facility will be Gold Merger Sub, LLC, an indirect wholly owned subsidiary of GLPI, which is located at 845 Berkshire Blvd, Wyomissing PA 19610. The officers, directors, managers and members of Gold Merger Sub are;

Peter M. Carlino - President

Steven T. Snyder - Vice President & Treasurer

Brandon J. Moore - Vice President & Secretary

Desiree A. Burke- Vice President

EXHIBIT 14b

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.

The Plainridge Park racing infrastructure is in place for a live race meet to be conducted in 2020. The current day to day racing operations consisting of totalizer, satellite uplink, decoding, TV production, etc. is in full working order and has been operational for the past 6 racing seasons since Penn National Gaming, Inc., took control of racing operations in 2014.

Agreements relating to the operation and/or control of all equipment are outlined in Exhibit #22. All track maintenance equipment and other physical equipment needed to conduct a live race meet is owned by PGR.

EXHIBIT 15

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

Yes

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

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



TOWN OF PLAINVILLE

Office of the
BOARD OF SELECTMEN

September 29, 1997

Massachusetts State Racing Commission
1 Ashburton Place
Boston, MA 02108

Dear Commissioners:


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

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

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

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

Sincerely,


Joseph E. Fernandes
Town Administrator

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

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

I. MINUTES

None

II. LICENSES & PERMITS

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

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

Charles Smith moved, Ronald Fredrickson seconded and it was unanimously

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BCS Minutes - September 9, 1997

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

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

III. APPOINTMENTS WITH THE BOARD

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

IV. BOARDS AND COMMITTEES

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

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

VOTED: To appoint Richard Lewis to the Conservation Commission.

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

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

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

VOTED: To appoint Leland Ross to the Radio Committee.

BCS Minutes - September 9, 1997

VI. NEW BUSINESS

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

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

VII. OLD BUSINESS

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

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

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

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

A true record

Attest:

Angela M. Clayton,
Recording Clerk

Minutes approved on:

Jan 4, 1999

By:

Andrea Soucy, Clerk
Plainville Board of Selectmen

A TRUE COPY, ATTEST:

Ellen M. Robertson
ELLEN M. ROBERTSON
TOWN CLERK

September 16, 2013

EXHIBIT 15B



COMMONWEALTH OF MASSACHUSETTS
TOWN OF PLAINVILLE

OFFICE OF THE TOWN CLERK

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

ELLEN M. ROBERTSON, CMC, CMMC
Town Clerk

ie
vt

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

September 11, 2013

To whom it may concern:

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

Ellen M. Robertson, Town Clerk

QUESTION ONE

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

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

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

Summary of Key-Points Within the Plainridge Host Community Agreement

Financial

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

Employment

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

Transportation

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

Responsible Gaming

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

Miscellaneous

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

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

A TRUE COPY, ATTEST:

Ellen M Robertson
ELLEN M. ROBERTSON
TOWN CLERK

SEP 23 2013

EXHIBIT 17

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

In March 2019, PGR executed a seven (7) year agreement with HHANE to take effect January 1, 2019. A copy of the agreement is attached as **part of this exhibit**.

AGREEMENT

This agreement ("Agreement") entered into on this 12th day of March, 2019 effective as of January 1, 2019 (the "Effective Date") by and between **PLAINVILLE GAMING AND DEVELOPMENT, LLC** ("PGR") as the harness racetrack operator at Plainridge Racecourse and the **HARNESS HORSEMAN'S ASSOCIATION OF NEW ENGLAND, INC.** ("HHANE") as the organization authorized to represent the Horsemen racing at Plainridge Racecourse in Norfolk County, Massachusetts ("Plainridge").

WHEREAS, PGR is a Delaware limited liability company that holds a license issued by the Massachusetts Gaming Commission (the "Commission") to conduct pari-mutuel harness race meetings and pari-mutuel wagering at Plainridge and to conduct casino gaming at Plainridge Park Casino; and

WHEREAS, HHANE is a non-profit corporation whose members consist of the owners, trainers, and drivers of harness horses who participate in race meetings principally at Plainridge; and

WHEREAS, the parties have entered into this Agreement to provide for the purse account and other negotiated matters; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, it is agreed as follows:

ARTICLE 1

PRIOR AGREEMENTS, PREVAILING AGREEMENT, AMENDMENT

Section 1.1 As of the Effective Date, this Agreement shall supersede and terminate any and all other existing agreements, term sheets, drafts, side letters and understandings, written or oral, specifically between PGR and HHANE that pertain to racing at Plainridge, (i) including that certain Agreement entered into by Springfield Gaming and Redevelopment, LLC and HHANE effective as of January 1, 2014 as modified or supplemented from time-to-time by subsequent addendum signed by the parties thereto but (ii) *excluding* Penn National Gaming, Inc.'s *Horsemen's Guide* and all local rules or regulations of PGR applicable to racing at Plainridge, which shall remain in full force and effect without regard to this Agreement.

Section 1.2 This Agreement may not be altered or amended except by a writing signed by the authorized officers or agents of the parties. The parties agree to cooperate in good faith with respect to any future amendments or side agreements. As of the Effective Date, the parties warrant and represent that they are not aware of any claims against each other. The parties further agree that this Agreement is subject to any statutory changes made to the Massachusetts General Laws that occur after the effective date of this Agreement.

ARTICLE 2
TERM

Section 2.1 This Agreement shall be effective from the Effective Date to December 31, 2025 and shall automatically renew for subsequent one (1) year extensions unless otherwise terminated in accordance herein, or either party delivers written notice to the other party of non-renewal/termination no less than 90 days prior to the date when this Agreement would otherwise renew.

ARTICLE 3
HORSEMEN'S REPRESENTATIVE

Section 3.1 HHANE hereby warrants and represents that, as of the date of the Effective Date, HHANE is the duly designated and sole representative of the majority of the Horsemen racing at Plainridge. PGR recognizes HHANE as the entity able to perform the duties and obligations indicated under Article 8 of this Agreement.

Section 3.2 If HHANE is found not to be the duly designated and sole representative of the majority of the Horsemen racing at Plainridge, then this Agreement shall terminate immediately upon such finding, and PGR shall not be obligated to enter into any other agreement with any other party with respect to the matter set forth herein unless required by law.

ARTICLE 4
PURSE ACCOUNT

Section 4.1 PGR shall establish a purse account that shall contain all payments pursuant to this Section and shall disburse all payments from this purse account. Any bank fees charged and interest earned from funds in this account shall accrue to the account.

Section 4.2 During the term of this Agreement, PGR agrees to make payments to the purse account at the current minimum statutory amounts of all monies authorized to be paid under M.G.L. Chapters 128A and C which shall include:

(a) Premiums

(1) Legislatively required premiums to be paid by Massachusetts licensees to PGR.

(b) Unclaimed winning wagers

(1) So called "outs" monies deposited with the commission will be paid into the purse account upon receipt from commission.

(c) Simulcast Handle

- (1) Not less than 4.0% (four percent) of out of state simulcast import handle on horse races;
- (2) Not less than 3.5% (three and a half percent) of in state simulcast import handle on horse races

(d) Live Handle

- (1) Not less than 8.0% (eight percent) of live on-track WPS handle;
- (2) Not less than 10.0% (ten percent) of live on-track exotic handle

(e) Any other pari-mutuel funds described in the General Laws of Massachusetts as owed, with such payments not made in a lesser amount than described in the General Laws of Massachusetts.

Section 4.3 PGR shall deposit into the purse account established in this article, the following payments for live transmitted export handle:

- $\frac{1}{4}$ of 1.0% (.0025) on the first \$10,000,000 of interstate export handle;
- $\frac{1}{2}$ of 1.0% (.005) from \$10,000,000 upwards to \$17,000,000 of interstate export handle;
- 1.4% (.014) on interstate export handle that exceeds \$17,000,001.

Section 4.4 PGR will also deposit into the purse account any purse funds received from the Race Horse Development Fund as established by Massachusetts General Law Chapter 23K, Section 60. HHANE acknowledges that such funds are received by PGR from the Commission and PRG has no control over the timing that the Commission makes such payments to PRG.

Section 4.5 PGR and HHANE further agree to cooperate in good faith to limit any overpayments or underpayments from the Purse Account. Adjustments to the purse distribution schedule shall be made as soon as practical to rectify any overpayments. Any overpayments or underpayments will be carried over to the next live race meet at Plainridge.

Section 4.6 PGR shall provide to HHANE, on a monthly basis, an unaudited accounting of funds in the purse account. PGR shall also provide HHANE with a live handle report on a weekly basis.

Section 4.7 The parties shall agree to meet at least thirty (30) days prior to the first race date to discuss upcoming purse structures and to mutually agree upon the schedule of purses and purse structures and stakes as noted in Section 4.8. The purse structure criteria shall include the total funds projected to be available for purses, any carryover funds, the number of live racing days, and the average number of races that are expected to be available to be filled in each class of racing with the intention of even opportunity for classes. The minimum purse for an overnight race at Plainridge shall be no less than \$4,000. In the event the average daily overnight purse distribution is less than \$70,000 per day, this minimum purse amount may be adjusted by mutual agreement of the parties.

Section 4.8 A maximum amount equal to 5.0% of the prior calendar year's purses paid (excluding sire stake events) may be utilized for any early or late closing stakes events during each calendar year of this Agreement. The Parties agree that the Spirit of Massachusetts Trot, with a maximum of \$250,000 added from the purse account, and the Clara Barton Pace, with \$100,000 maximum added from the purse account, shall be conducted annually during the term of this Agreement with terms and conditions for eligibility to these events consistent with the terms and conditions for 2019 as it pertains to one reserved "at large" entry. Any funds remaining in each calendar year under this Section shall be used for additional early or late closing stakes events that shall be approved by mutual written consent of the Parties.

No overnight event shall be scheduled with a purse in excess of \$25,000 without the mutual written consent of the parties.

Section 4.9 Provided a completed W-9 and purse authorization form is on file with PGR for an owner with purse earnings, purse payments to such owners will be processed the week following the running of a race. A race week is Sunday through Saturday. Purse payments will be processed no later than the following Thursday of the previous race week, unless an unforeseen circumstance prevents the orderly purse payment process. In the event this process is delayed, PGR will notify HHANE of the delay, the reason for such delay and a timeframe when the delay will be rectified.

Provided a completed W-9 and purse authorization form is on file with PGR for a trainer or driver with commissions due on purse earnings, the listed trainer of each horse that earns purse money in a race at Plainridge shall be paid a commission equal to five percent (5%) of the horse's purse winnings. The listed driver of each horse at Plainridge shall be paid a commission equal to five percent (5%) of the horses purse earnings or twenty dollars (\$20.00) whichever is greater. Each such commission shall be paid from the Purse Account and deducted from the purse that would otherwise be paid to the owner(s) of the applicable horse. In the event that a horse's purse payment is held up for any reason, such commission payments will also be delayed until the issue is resolved and the remainder of the purse is paid. A flat fee of twenty dollars (\$20.00) shall be paid to the driver of each horse in each race that does not receive a share of the purse. Such fees shall be paid from the Purse Account and shall not be deducted from or allocated to the purse of any particular race

Section 4.10 Unless agreed upon by the Parties, the maximum field size shall be ten (10) horses in a race and no more than one (1) ten (10) horse field shall be offered per card. There shall be no ten (10) horse fields allowed for Amateur races and unless agreed upon by the Parties, purses for Amateur races shall be the same as the corresponding class for non-Amateur races. In the event a race is conducted with more than nine (9) actual individual starters, an amount equal to one hundred and three percent (103.00%) of the advertised purse shall be distributed among the 1st through 6th place finishers in accordance with the following distribution schedule:

- 1st Place 50%
- 2nd Place 25%
- 3rd Place 12%
- 4th Place 8%

- 5th Place 5%
 - 6th Place 3%
- 103% of the advertised purse

Purses for ten (10) horse fields shall be twenty percent (20%) higher than standard purse amounts for the type and class of the race carded.

Section 4.11 Unless otherwise indicated in this Agreement, or agreed upon by the Parties, the purse distribution for all other overnight races at Plainridge with nine (9) or less individual starters shall be divided and distributed among the 1st through 5th place finishers in accordance with the following distribution schedule:

- 1st Place 50%
 - 2nd Place 25%
 - 3rd Place 12%
 - 4th Place 8%
 - 5th Place 5%
- 100% of the advertised purse

ARTICLE 5

PAYMENTS TO HHANE

Section 5.1 (a) During the first calendar year of this Agreement, PGR agrees to pay to HHANE, from the purse account in Article 4 of this Agreement, an amount equal to \$250,000 (the "HHANE Fee"), payable in equal monthly installments, or an amount equal to fifteen percent (15.0%) of payments to the purse account derived from racing funds as described in Section 4.2 and Section 4.3 of this Agreement, whichever amount is greater.

(b) In the event the 15.0% amount derived from racing funds as described in Section 4.2 and Section 4.3 of this Agreement from the purse account exceeds the HHANE Fee, PGR shall pay to HHANE, from the purse account in Article 4, the difference between the 15.0% amount derived from racing funds as described in Section 4.2 and Section 4.3 of this Agreement and the HHANE Fee, no later than thirty (30) days following the end of the calendar year.

(c) In the second calendar year of this Agreement the HHANE Fee shall be \$275,000, payable in equal monthly installments.

(d) In all subsequent calendar years of this Agreement the HHANE fee shall be increased by 2.0%.

(e) In the second calendar year of this Agreement, and all subsequent calendar years of this Agreement, should the amount equal to 15.0% derived from racing funds as described in Section 4.2 and Section 4.3 of this Agreement exceed the annual HHANE Fee, PGR shall pay HHANE, from the purse account in Article 4, the difference between the 15.0%

amount derived from racing funds as described in Section 4.2 and Section 4.3 of this Agreement and the HHANE Fee no later than thirty (30) days following the end of the calendar year.

(i) For illustrative purposes, if the HHANE Fee is \$250,000 and the amount equal to 15.0% derived from racing funds as described in Section 4.2 and Section 4.3 of this Agreement is \$260,000, PGR shall pay to HHANE \$10,000 from the purse account in Article 4.

Section 5.2 HHANE agrees that the funds received under Section 5.1 will only be used for the following purposes:

1. Promoting Harness Racing at Plainridge;
2. Reasonable costs associated with the operation of HHANE;
3. Benefits to the horsemen participating at Plainridge and to members of HHANE;
4. Purposes as authorized under the laws of the Commonwealth.

Section 5.3 HHANE acknowledges and agrees that PGR has no responsibility or obligation with respect to any programs sponsored or maintained by HHANE and that PGR's sole responsibility to HHANE is to deduct and pay to HHANE the applicable sums provided for in this Article. HHANE shall comply with all federal, state, Commission, or local requirements, if any, with respect to any programs established from said sums and the use of such funds.

Section 5.4 HHANE shall indemnify and hold PGR harmless against claims, losses, expenses, judgments, penalties, liabilities, costs, fees, or other losses ("Demands") imposed upon or suffered by PGR arising out of, or in connection with, the payments provided for in this Article or programs or other activities solely funded by such payments; provided however, that PGR shall defend against such Demands, that HHANE shall defend PGR against such Demands as well and that the Parties shall give all reasonable and necessary cooperation to each other in the defense against such Demands.

Section 5.5 Within thirty (30) days of submitting an annual audit to the Commission, HHANE agrees to send a copy of the same audit, in the same format, to PGR. If an annual audit is not required or is not submitted to the Commission, PGR retains the right to request, with written notice to HHANE, a copy of HHANE's current annual audit, in the same format as has previously been submitted to the Commission, within thirty (30) days of such written notice.

Section 5.6 Any funds HHANE receives for administrative, or operational purposes from the Race Horse Development Fund as established by Massachusetts General Law Chapter 23K, Section 60, or any other statutory and regulatory funds created during the term of this Agreement, shall be deducted on a dollar for dollar basis from any amounts paid to HHANE in Section 5.1 above.

ARTICLE 6
MARKETING/PROMOTIONAL FUNDS

Section 6.1 PGR shall make available up to \$25,000 annually to the extent an equal amount in matching funds is provided by HHANE, for marketing and promotional events as agreed to by PGR and HHANE. Parties may agree to increase the amount in this Section by mutual agreement.

ARTICLE 7
RACE OR RACE CARD CANCELLATIONS

Section 7.1 An amount equal to \$250.00 for each programmed entry will be paid to owners from the purse account for race day cancellations when the cancellation is announced less than six (6) hours before the first race post time for any given race card. In the event a live racing card has commenced with at least one live race completed, PGR agrees to pay an amount equal to \$250.00 for each programmed entry to be paid to owners from the purse account. Any horse scratched prior to the announcement of a cancellation of a race card that has already commenced with at least one live race completed shall not be eligible for any reimbursement under this Section.

Section 7.2 No payments under this Article shall be made to any driver and/or trainer.

Section 7.3 No payments under this Article shall be made for any cancellation prior to six (6) hours before the first race post time for any given race card.

Section 7.4 PGR agrees to inform in writing the President and the Executive Director of HHANE prior to cancelling a race day in order to inform its membership of the cancellation. PGR will also use reasonable commercial efforts to announce and communicate any cancellation utilizing the Plainridge Textcaster system, or any other system after notice writing to the HHANE of said change in delivery method, as it may deem necessary, in a prompt manner, after the decision is made to cancel a racing card. The determination of the six (6) hour cancellation will be the time at which PGR communicates such cancellation using its electronic cancellation system.

Section 7.5 Parties agree that if a race card is cancelled, that race card will be carried, if possible, to the next available date. If a cancelled live race date cannot be scheduled for the next available date, that cancelled race date will be scheduled at a later date during the same calendar year, subject to Commission approval. During the term of this Agreement, PGR shall not be obligated to reschedule any live racing dates cancelled during the month of November. In the event of cancellations occurring in the month of November, PGR agrees to use best efforts, weather permitting, to return to a normal racing schedule as soon as possible.

ARTICLE 8
COMMITMENT BY HHANE

Section 8.1 HHANE agrees that, during the term of this Agreement, it shall use its best efforts to insure PGR shall have continuously available during the Plainridge racing meeting

an adequate supply of harness racing horses that are of a level or quality consistent with the purses offered and to conduct up to 12 live races per day. HHANE and PGR agree that maximizing the number of races per day and number of entrants per race shall be encouraged, with up to twelve (12) races per day offered on a daily race card and maximizing the amount of betting interests participating in each individual race. The amount of races per day may be increased with the mutual consent of the Parties.

ARTICLE 9 **SIMULCASTING**

Section 9.1 PGR shall have the sole responsibility, authority, and discretion to enter into contractual agreements with any and all interstate wagering locations pursuant to state and federal law.

Section 9.2 At least 30 days prior to the start of any race meet, PGR will provide a list to HHANE of prospective interstate wagering locations seeking approval to contract with PGR for wagering on Plainridge races during that calendar year, which list shall be subject to HHANE's approval; provided however, that HHANE's approval to the list of prospective interstate wagering locations shall not be unreasonably withheld, and written approval to PGR and the Commission shall be provided within ten (10) days of receipt of the list from PGR. In the event an interstate wagering location had been previously approved by HHANE, and unless such approval has been withdrawn in accordance with Section 9.3 below, such previously approved interstate wagering locations shall be automatically approved in subsequent years without the need for further consent by HHANE. PGR may submit supplemental list(s) of interstate wagering locations to HHANE for approval from time-to-time during a race meet; provided that, HHANE's approval shall not be unreasonably withheld and such HHANE shall act upon such requests within ten (10) days of receipt.

Section 9.3 Solely in accordance with this Section and upon written notice to PGR, HHANE may inform PGR of HHANE's intent to withdraw its prior approval for one or more of the previously approved inter-state wagering locations if one or more of the following grounds exist:

- The previously approved interstate wagering location in question does not have a valid agreement in place with its recognized horsemen's organization; or
- The previously approved interstate wagering location in question has a material and verifiable overdue financial obligation to a recognized and exclusive representative of horsemen.

9.3.1 Such notice of HHANE's intent to withdraw its prior approval pursuant to this Section shall include specific details as to the reason and circumstances for the intent to withdraw HHANE's prior approval. The parties agree that they will meet within seven (7) days of the receipt of such written notice by PGR to attempt to resolve the dispute regarding the affected interstate wagering location(s.) If the parties are unable to resolve the dispute within the seven (7) day period, then HHANE thereafter may serve written notice to PGR withdrawing

approval for the previously approved interstate wagering location(s) identified in the initial notice and PGR agrees that such simulcasts will cease within three (3) calendar days of receipt of such notice.

9.3.2 Upon receipt satisfactory information that the grounds for having withdrawn its approval of any interstate wagering location(s) have been rectified, HHANE agrees to provide written approval within three (3) calendar days for simulcasting with such location(s) to resume.

Section 9.4 HHANE understands PGR provides advance payment to the purse account for host fees not yet collected by PGR. From time-to-time, PGR may have host fees from certain interstate wagering locations declared uncollectable by PGR. In such case, HHANE shall have the right to collect said fees. In the event of an uncollectable fee by both PGR and HHANE, HHANE agrees that any amounts previously allocated to the purse account from such interstate wagering locations shall be deducted from the purse account. PGR agrees to provide all documentation to HHANE prior to any deductions under this Section. HHANE shall have the right to pursue any legal remedies, at the sole cost of HHANE, against such interstate wagering locations for payment of their share of said fees under this section. Should HHANE recover funds under this section all such funds shall be deposited in the purse account and/or reimbursed to PGR.

ARTICLE 10 **RACING DATES**

Section 10.1 As part of its annual racing license application to the Commission, PGR agrees to apply for One Hundred Ten (110) live racing dates in each calendar year.

Section 10.2 Each racing season during the term of this Agreement shall consist of at least 33 weeks during the months of April through November, starting no earlier than April 1 and ending no later than November 30. The length of a racing season may be reduced to less than 33 weeks with mutual consent of the parties.

ARTICLE 11 **RIGHTS OF PGR**

Section 11.1 HHANE acknowledges that PGR has sole and absolute discretion with respect to permitting any individual (including owners, trainers, drivers, and their respective employees, agents and contractors) to enter, compete or otherwise be present on the premises at Plainridge and/or Plainridge Park Casino, and may require trainers or any other individuals to submit applications for racing privileges at Plainridge. All individuals (including owners, trainers, drivers, and their respective employees, agents and contractors) entering, competing or otherwise present on the premises at Plainridge are subject to the Penn National Gaming, Inc.'s *Horsemen's Guide*, as it may be amended from time-to-time, and all local rules or regulations of PGR applicable to Plainridge, as it may be amended from time-to-time and HHANE shall be provided with such amendments by PGR. With notice and subject to the approval of PGR, PGR

agrees to cooperate with the Massachusetts Gaming Commission and individuals and counsel involved in administrative procedures and hearings in allowing access certain areas designated for such purposes at Plainridge Park.

ARTICLE 12

ACCESS TO THE STABLE AREA, RACING FACILITIES AND SHIP-IN FACILITIES

Section 12.1 HHANE acknowledges and agrees that PGR may require that any owner and/or trainer wishing to be allocated stabling privileges during a race meet at Plainridge enter into a separate agreement governing the terms of the individual owner's or trainer's allocated stabling privileges. Such agreements may include a charge for the use of stalls for stabling privileges. If such charges are required, PGR agrees to make charges reasonable and consistent with past practices, taking into account costs to upkeep and maintain property and services provided for Horsemen stabled at Plainridge. Stabling shall be provided during the term of this Agreement as long as an average of 50 rented stalls overall is maintained for each racing season. PGR shall provide a monthly report of the number of rented stalls to HHANE. If stabling privileges are not to be offered in any calendar year of this Agreement, PGR shall give notice to HHANE of this decision no later than January 1 of each year of this Agreement.

Section 12.2 PGR shall allow, weather permitting, horses not stabled on its grounds to "ship-in" for training purposes at no cost on any day in which the track is open for qualifying and other designated days and times of the week when the track is open for training. PGR will use commercially reasonable efforts to have its racing surface and facilities prepared and ready for ship-in training, weather permitting, no later than two (2) weeks prior to the first live racing date of a race meeting. In the event PGR does not offer stabling privileges in any year during the term of this Agreement, ship-in training shall be offered, weather permitting, no later than two (2) weeks prior to the first live racing date of a race meeting on the qualifying day and one other designated day and time per week. HHANE may negotiate for other training days at an agreed upon rate. Whenever horses are permitted on the grounds of Plainridge, trainers shall be responsible for filing all health documents and certificates as required by the Commission and/or PGR. Failure to comply with this provision may result in the loss of ship in training privileges.

Section 12.3 A total of seventy (70) stalls shall be available for ship-in horses, provided clean each live racing day by PGR. However, HHANE understands certain circumstances outside the control of PGR may impact availability or location of such stalls during certain times during this Agreement. Stalls utilized by horses conducting ship-in training must be cleaned by the trainer or trainer's staff. Failure by the applicable Horsemen to clean such stalls may result in loss of ship in training or racing privileges at Plainridge.

Section 12.4 PGR shall have no responsibility for Horsemen's equipment or property during training, racing, stabling or any other use of the premises at Plainridge.

Section 12.5 PGR shall not discriminate against any HHANE member in the allocation of stalls in Section 12.1 by reason of HHANE membership. HHANE member shall have the burden of proof by preponderance of direct evidence to a court of law that actions by PGR were discriminatory due to membership in HHANE.

ARTICLE 13
INSURANCE

Section 13.1 PGR shall provide, at its expense, accident and disability insurance for trainers and drivers who are injured or killed while participating in training or live racing at Plainridge. Such coverages shall commence on the first qualifying day and shall remain in place for all scheduled training and live racing days through the last live racing day of the race meet.

Section 13.2 HHANE agrees that, as a prerequisite for any individual trainer or driver receiving coverage under Section 13.1 above, the individual trainer or driver shall execute an annual liability waiver in a form acceptable to PGR, in PGR's sole discretion, prior to the individual trainer or driver's participation in any training, qualifying races or live races at Plainridge. HHANE shall use best efforts to cause its members and participants to comply with this requirement.

Section 13.3 Insurance coverage shall have no deductible for horsemen and shall be available for race days and non-race days when the track is available for training. The amount of insurance shall be as follows:

- Medical expenses.....at least \$100,000
- Accidental death and dismemberment.....\$10,000
- Disability (per week up to 104 weeks).....\$350

ARTICLE 14
NO STRIKE/WORK STOPPAGE

Section 14.1 HHANE agrees that so long as PGR is in full compliance with the provisions of this Agreement, HHANE: (1) will make reasonable efforts to educate its members and employees about the terms of this Agreement; (2) will encourage its members and employees to comply with the terms of the Agreement; and (3) will not directly or indirectly promote, encourage or engage in any boycott, strike, stoppage or slowdown of any race meeting conducted by PGR.

ARTICLE 15
DISPUTE RESOLUTION

Section 15.1 **Amicable Resolution**. In the event of a dispute or controversy arising out of, or relating to this Agreement, or if a party alleges a breach of this Agreement by the other party, a representative of HHANE authorized to resolve the matter on behalf of HHANE and an executive officer of PGR shall endeavor, over a period of thirty (30) calendar days following written notice, to amicably resolve the dispute or controversy or agree upon an appropriate cure for an alleged breach of this Agreement. If the parties cannot resolve the controversy or dispute, or cure the alleged breach, to the satisfaction of each party within such thirty (30) day period, either party may elect to proceed to arbitration as described in this Article.

Section 15.2 **Arbitration.** Except as otherwise contemplated by this Agreement, any dispute or controversy arising out of, or relating to this Agreement or any alleged breach of this Agreement not resolved by the parties pursuant to Section 15.1 above, or the exercise of a party's right to terminate this Agreement "for cause" pursuant to Section 16.3 below, shall be settled by arbitration in Boston, Massachusetts by a single arbitrator. Each party shall submit the name of an independent arbitrator to the other; if the parties cannot agree on one of the arbitrators submitted by the parties, then the two arbitrators shall select a third arbitrator, independent of each party, which the parties hereby agree to accept. The arbitration shall administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules ("Rules"), subject to the modifications to those Rules concerning economic terms or interests as provided in Section 15.3 below, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, subject to the provisions of the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.).

Section 15.3 **Final Offer Settlement.** Any dispute or controversy concerning the economic terms or interests of the parties hereto shall be subject to arbitration by a final offer settlement procedure. Such arbitration shall proceed under the provisions of Section 15.2 except that each party shall submit to the arbitrator and exchange with the other in advance of the hearing, in accordance with timelines mutually agreed upon or established by the arbitrator, its final offer on the issue along with a written report summarizing the issue and the rationale for that position. Following a hearing conducted pursuant to the Rules, the arbitrator shall make a written award upon the issue limited to only one or the other of the final offers submitted with his or her rationale therefore, and shall not have authority to fashion any other award or remedy on the issue so submitted, except for the shifting of fees, costs and/or expenses as may be permitted under the Rules.

ARTICLE 16

TERMINATION OF THIS AGREEMENT

Section 16.1 PGR may terminate this Agreement upon thirty (30) days written notice to HHANE if PGR's gaming and/or pari-mutuel licenses or permits are repealed, revoked, suspended or otherwise modified by acts of any state or federal legislature, executive, judiciary, or administrative agency and PGR is not permitted to continue conducting (i) casino gaming at Plainridge Park Casino substantially in the manner conducted as of the Effective Date and/or (ii) pari-mutuel wagering at Plainridge or (y) elects not to conduct casino gaming at Plainridge Park Casino or pari-mutuel wagering at Plainridge as a result of such repeal, revocation, suspension or modification; provided, however, that if the PGR's licenses or permits are subsequently restored or reinstated, or if PGR subsequently resumes conducting casino gaming and/or pari-mutuel operations on its premises, the provisions of this Agreement shall be automatically reinstated.

Section 16.2 In the event of a communication (whether oral or in writing) by or from any governmental agency or authority with licensing or regulatory authority over the conduct of gaming or racing by PGR or PGR's affiliates (each a "Gaming Authority") to PGR or any of PGR's affiliates or any other action by a Gaming Authority that indicates that such Gaming Authority may find the association of PGR with HHANE is likely to result in a disciplinary action relating to, or the loss of, inability to renew or failure to obtain, any Gaming License by

PGR or any of its affiliates, PGR may suspend or terminate this Agreement, in its sole discretion, by providing written notice of the suspension or termination to PGR.

Section 16.3 Except as otherwise provided herein, this Agreement may only be terminated early "for cause". A non-breaching party may exercise its right to terminate this Agreement "for cause" by providing written notice to the breaching party, including a detailed explanation of the specific grounds for termination "for cause" (the "Termination Notice"). For purposes of this Agreement, grounds for termination "for cause" shall be limited to (i) fraud, (ii) illegal conduct, (iii) a material breach of this agreement, or (iv) willful misconduct only if done or omitted in bad faith, with respect to a party's obligations under this Agreement which results, in each case, in material and demonstrable damage to the other party. In the event a Termination Notice is not cured by the breaching party within thirty (30) days of receiving the Termination Notice, a determination of the applicability of the "for cause" reasons for termination and whether such proposed termination of this Agreement "for cause" is appropriate shall be settled by arbitration pursuant to Section 15.1 of this Agreement.

ARTICLE 17 **MISCELLENEOUS**

Section 17.1 Confidentiality. Parties mutually agree and promise not to disclose or use the proprietary or non-public information designated as "confidential" or marked as "confidential", of the other party, without advance written consent of the other party. This information shall include information transmitted to the party designated as "confidential" which may include financial information belonging to the party in draft format and before audit by a certified public accountant. The parties agree that this information so designated will be kept in confidence and the parties will not, without the prior written consent of the other party, use, except in the performance of duties for the promisor and kept within the confines of the direct knowledge of the promisor's management and counsel, or by court order, disclose or give to others or to any other third parties or entities, any confidential information without advance written consent of the party. For clarity, confidential information shall not include information that is generally available to the public (other than as a result of the disclosing party) or information made known to a party by others without an obligation of confidentiality. The restrictions set forth do not prohibit any required disclosure of the Massachusetts Gaming Commission or any other governmental agency or body authorized by law. In the event a breach of this agreement occurs, and confidential information belonging to the parties is inadvertently released to such third parties or within the promisor's organization beyond its management and counsel, the promisor must promptly notify the other party in writing and upon discovery of this event. Upon termination of the need for this confidential information, the promisor agrees and promises to deliver this information to the other party as may be in the promisor's possession, and to delete and/or destroy any copies remaining or discovered after the fact by the promisor.

Section 17.2 The restrictions set forth in this Section do not prohibit any required disclosures to Commission or any other governmental agency or body, but such disclosures shall be given to the other party with notice prior to the release of such disclosures to Commission or any other governmental agency or body unless a requirement under law makes it impracticable to provide prior notice in which case notice shall be simultaneous with the disclosure.

Section 17.3 Force Majeure. If either party's performance of this Agreement or any obligation hereunder or the business operations of a party is prevented, restricted, interfered with, or adversely impacted by causes beyond its reasonable control including, but not limited to, acts of God; adverse weather; acts of terrorism; work stoppages; fire; explosion; power outage lasting more than 48 hours ; any law, order, regulation, direction, action, (whether existing or newly enacted) of the federal, state or local governments or of any department, agency, commission, court, bureau, corporation, or other instrumentality of any one or more of said governments or of any civil or military authority; national emergencies; insurrections; riots; or wars, then the affected party shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, interference, or impact. The affected party shall use commercially reasonable efforts under the circumstances to avoid and remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes cease.

Section 17.4 Governing Law and Venue. This Agreement has been executed in the Commonwealth of Massachusetts and shall be interpreted, governed, and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts. To the extent that there are disputes arising out of or related to this Agreement, those disputes will be resolved in the Federal Courts in Massachusetts, if jurisdiction is available, or otherwise if required by applicable law, in the state courts of Norfolk County, Massachusetts.

Section 17.5 Remedies; Prevailing Party. In the event that either party defaults in the performance of any duty or obligation of that party under this Agreement, the other party shall have the right to seek and obtain any and all remedies that are available at law and in equity, including without limitation injunctive relief, if appropriate, and actual damages. In any legal proceeding between the parties arising out of this Agreement, the parties agree that the substantially prevailing party shall be entitled to request from the court an award of reasonable attorneys' fees and costs and to the extent permitted by applicable law and as determined by the court.

Section 17.6 Notices. All notices, demands, requests, consents, approvals and other communications that are required or permitted to be given under this Agreement or which are given with respect to this Agreement shall be in writing and shall be delivered personally or sent either by facsimile transmission (with electronic confirmation of such transmission), or by registered or certified mail, with return receipt requested and postage prepaid, and addressed to the party to be notified at the following address, or to such other address as that party shall have specified most recently by like notice:

If to HHANE, then to:

President

Harness Horseman's Association of New England, Inc. (HHANE)

P.O. Box 1811

Plainville, MA 02762

If to PGR, then to:

Vice President/General Manager
Plainridge Park Casino
301 Washington Street
Plainville, MA 02762
Facsimile: (508) 643-3466

With copy to:

Penn National Gaming, Inc.
825 Berkshire Blvd
Wyomissing, PA 19610
Facsimile (610) 373-4710
Attn: General Counsel

Section 17.7 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable by any court or tribunal, the remaining provisions of this Agreement to the extent permitted by law shall remain in full force and effect. In the event of any such determination, the parties agree to negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intent and purposes hereof. Further, to the extent that any applicable law, regulation or condition of the PGR's licenses or permit is inconsistent or in conflict with any material term or provision of this Agreement, the parties agree to negotiate in good faith to modify this Agreement to conform with the applicable law, regulation or condition of the PGR's licenses or permit and to harmonize this Agreement with the applicable law, regulation or condition of the PGR's licenses or permit in order to fulfill as closely as possible the original intent and purposes of this Agreement.

Section 17.8 No Waiver. No delay by or on behalf of any party in exercising any rights conferred hereunder or any other failure to exercise any rights conferred hereunder shall operate as a waiver of any rights conferred hereunder, unless expressly waived in writing by the parties.

Section 17.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Except in the event of a change in control, merger or combination involving PGR or PGR's affiliates approved by applicable regulatory bodies, no party may assign this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other party, which approval shall not be unreasonably withheld or delayed. PGR may assign this Agreement to another related affiliate if either (i) PGR can provide documentation of the financial suitability of the assignee to the reasonable satisfaction of HHANE, or (ii) the Gaming Commission approves the assignee as the permit holder; provided that in either case, the assignee shall become and remain the permit holder for purposes of conducting live racing at Plainridge. In the event of the sale or other transfer of the business or premises of PGR, the obligations of PGR under this Agreement shall be assumed in writing by the purchaser or transferee.


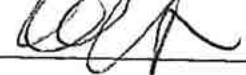
Section 17.10 Authorization to Execute. The signatory for each party, by affixing his or her signature below, hereby affirms that he or she has reviewed this Agreement and had it reviewed by his or her attorneys, and further warrants that he or she has been authorized to execute this Agreement on behalf of his or her respective organization.

Section 17.11 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute but one and the same instrument. Counterpart copies bearing facsimile signatures shall be binding upon the parties, but the parties shall exchange originally executed counterparts as soon as is reasonably practicable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on behalf of themselves and their respective successors and assigns, to be effective on the date set forth above.

PLAINVILLE GAMING AND REDEVELOPMENT, LLC

HARNESS HORSEMAN'S ASSOCIATION OF NEW ENGLAND, INC.


By: 
Name: 
Title: SUP & GC of Plainville North and
Date: Gaming, Inc (its sole member)
3/15/19

By: _____
Name: Robert Mchugh
Title: President
Date: 3/12/2019

James Hardy (Vice President)

Alice D. Szpila Tisbert

Frank M. Antonacci


Robert Bogigian

Joseph Flynn

Paul Silva

Joseph Ronald Therrien

Wallace Watson



Addendum A to PGR-HHANE Contract 2019-, Signatures,

<u>ROBERT BOGIGIAN</u>	<u>Robert Bogigian</u>
<u>Alice Sapita-Tsbert</u>	<u>Alice Sapita-Tsbert</u>
<u>PAUL SILVA</u>	<u>Paul Silva</u>
<u>JAMES HARDY</u>	<u>James Hardy (VP)</u>
<u>JOSEPH FLYNN</u>	<u>Joseph Flynn</u>
<u>Joseph R. Therrien</u>	<u>Joseph R. Therrien</u>

EXHIBIT 18

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

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

Attached please find insurance certificates currently in place.



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED Plainville Gaming and Redevelopment, LLC DBA Plainridge Park Casino 301 Washington Street Plainville, MA 02762	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

Excess Layer 3
 Carrier: Chubb US
 Policy No.: [REDACTED]
 Policy Term: 10/1/18 - 4/1/20
 Limit: \$25M x \$50M

Excess Layer 4
 Carrier: AWAC
 Policy No.: [REDACTED]
 Policy Term: 10/1/18 - 4/1/20
 Limit: \$25M x \$75M

Excess Layer 5
 Carrier: Great American
 Policy No.: [REDACTED]
 Policy Term: 10/1/18 - 4/1/20
 Limit: \$25M x \$100M

Excess Layer 6
 Carrier: XL Dublin - LIU - Apollo/Starr
 Policy No.: [REDACTED]
 Policy Term: 10/1/18 - 4/1/20
 Limit: \$100M x \$125M

Excess Layer 7
 Carrier: Everest US
 Policy No.: [REDACTED]
 Policy Term: 10/1/18 - 4/1/20
 Limit: \$25M x \$225M

Excess Layer 8
 Carrier: AWAC Bermuda - Ironstarr - Aspen Dublin - Berkshire
 Policy No.: [REDACTED]
 Policy Term: 10/1/18 - 4/1/20
 Limit: \$100M x \$250M

Excess Layer 9
 Carrier: Navigators - Allianz
 Policy No.: [REDACTED]
 Policy Term: 10/1/18 - 4/1/20
 Limit: \$50M x \$350M

Excess Layer 10
 Carrier: Ohio Casualty - CNA - Travelers - Sampo US
 Policy No.: [REDACTED]
 Policy Term: 10/1/18 - 4/1/20
 Limit: \$100M x \$400M



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED Plainville Gaming and Redevelopment, LLC DBA Plainridge Park Casino 301 Washington Street Plainville, MA 02762	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

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

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

Chubb Insurance

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

On Track Driver/Trainer Accident Insurance Application

Certificate No. XXXXXXXXXX

Named Insured/Track: PLAINRIDGE RACECOURSE

Mailing Address: 301 Washington, Plainville, MA 02762

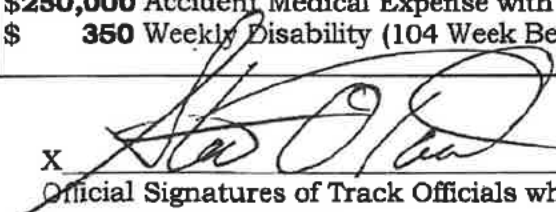
Contact Person: Steve O'Toole, Penn National Gaming
ph: 508-576-4480, email: Steve.O'Toole@pngaming.com

1ST MEET: Coverage Effective 12:01am: 3/25/2019 Expires 12:01am: 11/30/2019

BENEFITS

\$ **10,000** Accidental Death & Dismemberment (loss must occur within 1 year of accident)
\$**250,000** Accident Medical Expense with **\$0** Deductible Per Claim (52 Week Benefit Period)
\$ **350** Weekly Disability (104 Week Benefit Period)

X

 **STEVE O'TOOLE**
DIRECTOR OF TRAINING
X

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

EXHIBIT 20

Submit as Exhibit 20 a detailed statement of security measures which will be employed for the protection of patrons, employees, occupational licensees and horses and the control of traffic within the premises and on roads leading to and from the said premises. (a) - (h)

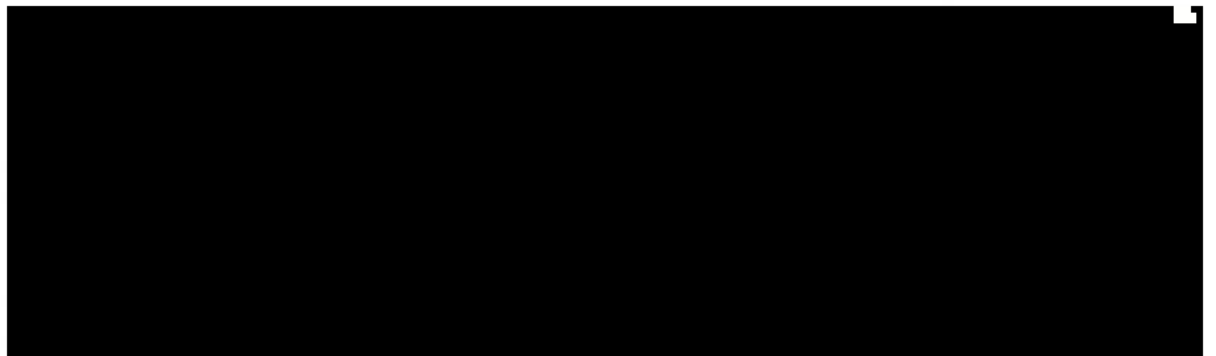


EXHIBIT 22

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

(a) Pari-Mutuel Equipment

2015 Sportech – 1/1/2015 thru 12/31/2019 Plainridge becomes part of the PNG master agreement with Sportech – PNG has exercised a one (1) year extension of this agreement to expire 12/31/2020.

(b) Starting Gate

2014 Ford F-150

████████████████████
Woekenberg Starting Gates
Purchased 2018
Mileage 43,000

2002 Lincoln Town Car

████████████████████
2003 Howard Starting Gates
Purchased 2003
Mileage 65,212

1991 Cadillac Brougham

████████████████████
Howard Starting Gate
2014-Raceway Park transfer
Mileage 117,855

(c) Photo Finish Camera

2- VisionPro 5L600TZ Photo Finish Cameras – Owned and Operated by PNG

(d) Film Patrol

International Sound Corp contract through 12/31/2019

(e) Timing Devices

International Sound Corp contract through 12/31/2019

(f) Inter-communication system

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

(g) Public Address System

Control Point System
Maintained In House – IT Dept.

(h) Closed Circuit Television System

International Sound Corp contract through 12/31/2019

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

EXHIBIT 23C

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

Compliance Committee:

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

The following Penn Employees also typically attend Compliance Committee Meetings

- Jay Snowden – President / COO
- Carl Sottosanti – Executive VP, General Counsel and Secretary
- Frank Donaghue – VP, Chief Compliance Officer
- Shamira Mavany – VP, Internal Audit
- Jim Baldacci – Deputy Chief Compliance Officer
- Saul Reibstien – Penn Board Member

Audit Committee members:

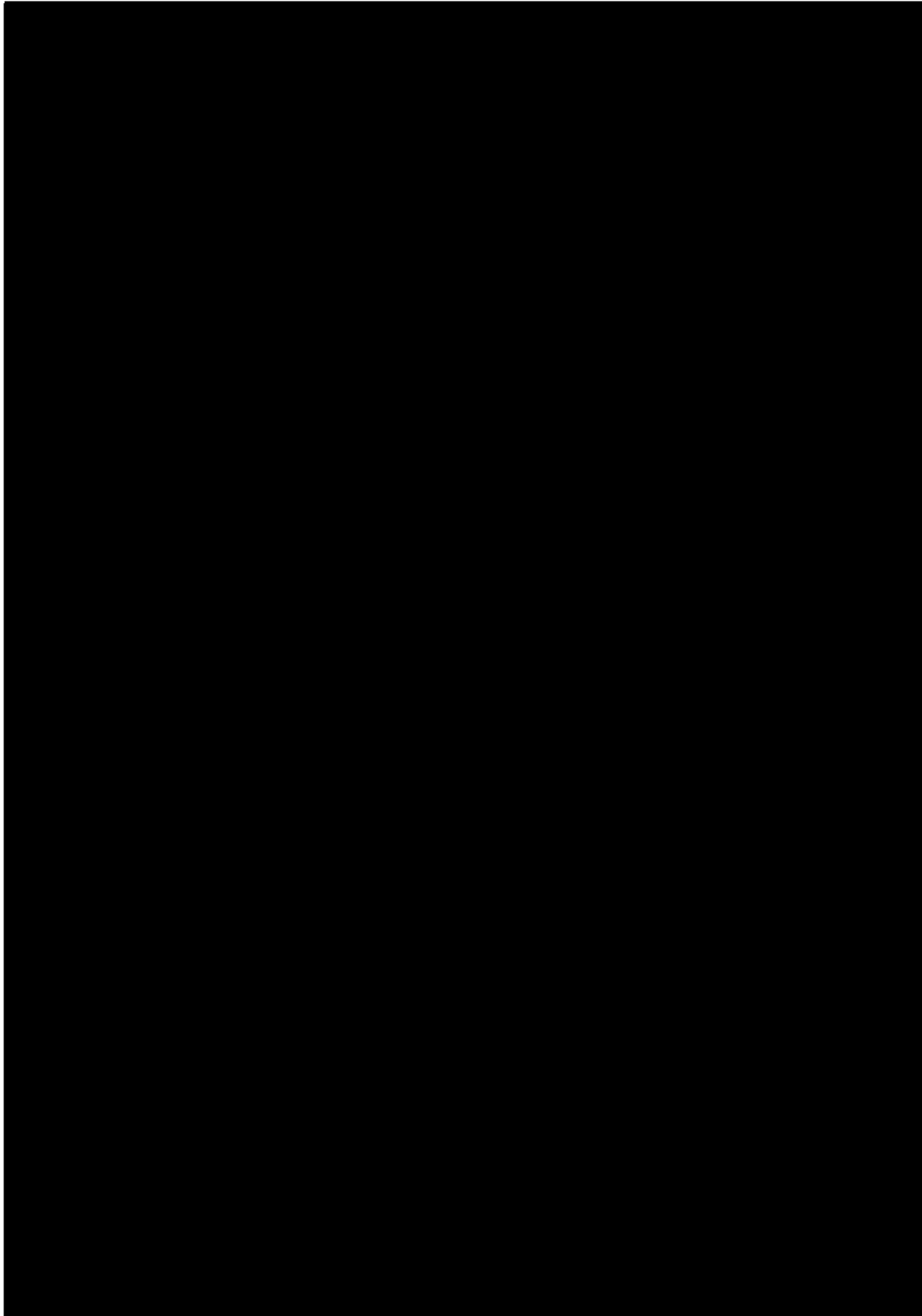
- Jane Scaccetti – Chair and Penn Board Member
- John Jacquemin - Penn Board Member
- Barbara Shattuck-Kohn – Penn Board Member.

The following Penn Employees also typically attend regular Audit Committee Meetings

- Jay Snowden – President / COO
- Carl Sottosanti – Executive VP, General Counsel and Secretary
- William Fair - Executive VP / CFO
- Shamira Mavany – VP, Internal Audit
- Frank Donaghue – VP, Chief Compliance Officer
- Christine LaBombard – Senior VP, Chief Accounting Officer
- Chris Rogers – Senior VP of Development

EXHIBIT 24

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



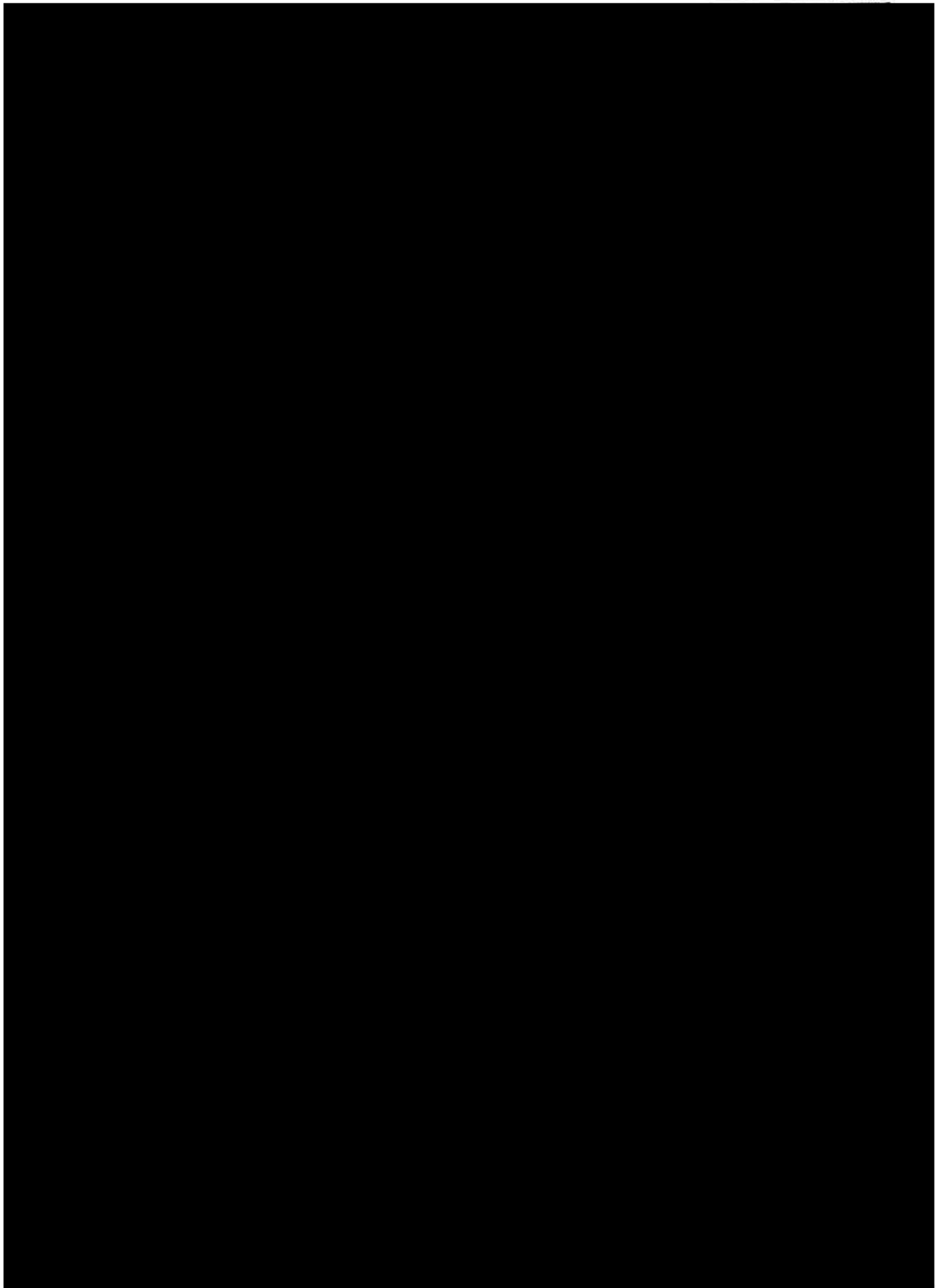


EXHIBIT 25

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

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

Plainville Gaming and Redevelopment, LLC ("PGR") respectfully submits to the Commission the following information setting forth the reasons why PGR believes that the dates applied for will be beneficial to the public, the Commonwealth and PGR.

PGR is a wholly-owned subsidiary of the publicly traded Penn National Gaming, Inc. (NASDAQ: "Penn") which owns, operates or has ownership interests in gaming and racing facilities, video gaming terminal operations, sports wagering and online gaming entities. As of October 15, 2019, Penn operates 40 facilities in 18 jurisdictions, including Colorado, Florida, Illinois, Indiana, Iowa, Kansas, Louisiana, Maine, Massachusetts, Mississippi, Missouri, Nevada, New Jersey, New Mexico, Ohio, Pennsylvania, Texas, and West Virginia. In aggregate, Penn operates approximately 49,400 gaming machines, 1,200 table games and 8,800 hotel rooms. Penn is also the largest operator of pari-mutuel facilities in North America with 13 racetracks in 9 different jurisdictions. Penn's most recent annual report and audited financial statements are submitted as part of this overall application to the Commission.

The approval of PGR's 110 racing dates will provide a maximization of revenues to the state, horsemen and PGR through the positioning of the racing dates to gain maximum exposure in the national simulcast landscape. In addition, the high visibility and convenient location of Plainridge Park and the development of the new Class 2 gaming facility provide the potential for greater on-track attendance, which generates additional revenues for the track, horsemen and Commonwealth.

Penn also has a proven track record integrating gaming and racing to maximize revenues for the benefit of states and horsemen. On an annual basis over \$125 million is generated at eight Penn operated racing/gaming facilities directly benefiting the horse racing industry through purse and breeder's enhancements. Seven of these facilities (including Plainridge Park) are fully integrated with gaming operations allowing for guests to easily experience the racing action at these facilities.

Requesting a racing schedule of one hundred and ten (110) racing days, insures quality racing performances throughout the thirty-three (33) week season by offering three (3) and four (4) day racing weeks. Full racing performances and full fields are the cornerstone of

strong fan and patron interest. Quality and competitive racing produces more attractive wagering opportunities for handicappers and captivates fan interest in the sport while at the same time providing fair treatment to the economic interests and investments of the operator.

Plainridge Park is a newly renovated climate-controlled facility that is able to provide comfortable seating and viewing areas for its guests during the proposed 2020 racing season. The current facilities at Plainridge Park are sufficient to accommodate expected attendance and proper security measures are in place to ensure a safe guest experience.

As a highly-regulated company, Penn takes integrity of its product and employees seriously. Penn has extensive internal controls, training and auditing of every operation to ensure compliance and unparalleled integrity. Penn has brought those best practices to Plainridge Park. The company faces regular licensing in nearly 20 jurisdictions and understands the need for proactive and continual focus on integrity related items.

Penn has extensive experience in the maintenance of physical racing facilities and racing surfaces in year round weather and operating conditions. Penn has brought the best practices from its other racing facilities to benefit the operations at Plainridge Park. Customers and horsemen enjoy the many improvements made by Penn specifically for racing since its acquisition of Plainridge Park in 2014.

Penn is a respected operator of gaming and racing operations and has a strong commitment to its employees, horsemen and the communities in which it operates. Maintaining a strong racing industry in the Commonwealth has not only direct benefits for the racetrack, but a significant indirect impact on agri-business and open space, equine related vendors and suppliers as well as ancillary benefits to Massachusetts vendors that do business with horsemen throughout the state and region. Penn and the local horsemen's organization, Harness Horsemen's Association of New England (HHANE) have entered into a seven-year contract agreement starting in 2019 ensuring stability for the racing program at Plainridge Park.

EXHIBIT 26

Submit as Exhibit 26 the following information:

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

See Purse Tracking Report

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

2020 - \$11,500,000.

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

2018 LIVE	\$ 1,601,454	IMPORT	\$34,459,185
	EXPORT	<u>17,410,619</u>	
		\$19,012,073	

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

RACING 2018	W-2	64	-	Mass	44
	1099	525	-	Mass	140

- (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;**

Sportech

International Sound Corp.

Plainville Police Detail

Plainville Fire Detail

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

RACING 2018	1,054
--------------------	--------------

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

Tax Summary 2018

Real Estate Taxes	\$ 1,477,449
Gaming Tax Withholding (Racing)	15,444,979
MA Payroll Withholding	762,414
Meals Tax	489,853
Sales Tax	<u>144,275</u>
	\$18,288,970

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

RACING 2018

Commissions	\$ 141,233
Assessments	124,583
Association Lic. Fees	109,500
Occupational Lic. Fees	48,305
Fines	<u>16,100</u>
Total	\$ 439,721

PLANROCK RACECOURSE

Purse Activity Report

Based on last date through

Date	Race	SMALL HANDS				LIVE HANDLE				SPORT HANDLE				Total	Racing Purse					Non-Racing Purse			Purses Awarded	Under Contract	Under Contract				
		100% Qual Entry	200% Handle	300% Dividend	Total	100% Handle	200% Dividend	300% Total	100% Handle	200% Dividend	300% Total	Straddle	Line		Export	1/4 Mile	Purse	Handicaps	In-Care	Other	Other								
01-Jan-18	21-Jan-18	1,877,254.40	-	471,104.90	2,348,359.30	-	-	-	-	-	-	-	-	-	9,340,333.30	83,243.52	-	-	(12,499.02)	70,739.70	19,242.71	27,113.77	63.95	-	134,044.46	878,286.54	-	1,172,038.27	2,056,474.82
01-Feb-18	28-Feb-18	2,578,582.30	-	485,052.80	3,063,635.10	-	-	-	-	-	-	-	-	-	9,508,248.70	83,537.20	-	-	(14,863.81)	78,673.39	1,071,948.08	2,058.41	533.48	-	727,104.46	2,737,569.57	-	1,172,038.27	2,909,608.24
01-Mar-18	30-Mar-18	2,237,548.00	-	490,466.00	2,728,014.00	-	-	-	-	-	-	-	-	-	9,755,327.80	86,425.43	-	-	(14,755.82)	82,855.67	672,414.86	2,310.12	418.73	-	727,104.46	3,464,673.94	-	1,172,038.27	4,636,712.20
01-Apr-18	30-Apr-18	2,219,894.00	-	542,084.00	2,761,978.00	11,845.00	83,738.00	-	114,773.00	4,544.00	1,394,242.00	-	1,398,007.00	-	9,944,377.80	87,439.10	10,854.49	3,422.22	(17,627.78)	85,668.63	2,578,776.76	2,911.20	30.25	-	727,104.46	4,191,788.39	-	1,172,038.27	5,363,826.68
01-May-18	31-May-18	3,441,844.20	-	557,284.20	4,000,128.40	77,187.00	170,811.00	-	248,000.00	16,420.00	2,741,881.00	-	2,758,301.00	-	10,102,678.80	92,568.15	29,256.91	4,022.02	(20,869.62)	71,700.51	3,172,425.54	3,513.28	176,488.27	-	727,104.46	4,918,892.80	-	1,172,038.27	6,090,931.07
01-Jun-18	30-Jun-18	2,777,478.14	-	17,463.50	2,794,941.64	72,188.00	156,907.25	-	229,095.25	14,158.00	5,327,482.18	-	5,341,640.28	-	10,444,319.04	122,550.00	21,450.82	1,347.53	(29,470.48)	123,377.85	4,474,225.28	2,282.48	84.88	-	727,104.46	5,668,840.00	-	1,172,038.27	6,840,878.28
01-Jul-18	31-Jul-18	2,488,198.00	-	18,857.80	2,507,055.80	77,733.00	188,458.00	-	266,191.00	13,010.00	3,333,395.20	-	3,346,405.20	-	10,780,724.00	110,449.41	22,001.12	1,841.18	(21,449.79)	111,000.80	3,814,425.28	4,071.97	467.43	-	727,104.46	6,395,933.00	-	1,172,038.27	7,567,971.27
01-Aug-18	31-Aug-18	2,250,000.00	-	18,839.70	2,268,839.70	61,081.00	148,900.00	-	210,071.00	12,441.00	2,253,742.00	-	2,266,183.00	-	10,986,907.00	114,376.14	20,323.77	1,643.48	(21,056.58)	114,207.65	3,960,777.28	4,071.97	55.85	-	727,104.46	7,123,010.00	-	1,172,038.27	8,295,048.27
01-Sep-18	30-Sep-18	2,584,115.40	-	8,870.20	2,592,985.60	52,339.00	124,399.20	-	181,738.20	18,774.20	2,829,226.41	-	2,848,000.61	-	11,171,907.61	83,683.87	17,021.52	(114.52)	(17,202.26)	87,500.76	4,977,220.00	2,796.43	84.25	-	727,104.46	7,850,120.00	-	1,172,038.27	9,022,158.27
01-Oct-18	31-Oct-18	2,397,261.80	-	434,281.80	2,831,543.60	50,741.00	120,887.70	-	181,628.70	17,750.00	2,800,000.00	-	2,817,750.00	-	11,489,657.61	80,941.87	15,611.05	1,184.34	(17,686.08)	84,346.14	5,797,000.00	1,789.08	140.25	-	727,104.46	8,577,150.00	-	1,172,038.27	9,749,188.27
01-Nov-18	30-Nov-18	2,253,892.00	-	490,211.00	2,744,103.00	44,279.00	100,000.00	-	152,279.00	8,388.00	1,748,745.58	-	1,757,133.58	-	11,646,791.19	102,216.83	14,352.25	(3,890.28)	(19,100.82)	102,806.14	5,718,712.00	2,251.78	1,126.85	-	727,104.46	9,304,300.00	-	1,172,038.27	10,476,338.27
01-Dec-18	31-Dec-18	2,553,480.80	-	653,213.00	3,206,693.80	-	-	-	-	-	-	-	-	11,800,485.00	81,439.20	-	-	-	-	81,439.20	6,175,183.00	2,251.78	1,126.85	-	727,104.46	10,103,588.27	-	1,172,038.27	11,275,626.54
YTD Totals		28,476,133.30	88,811.20	3,916,760.50	34,492,904.80	479,532.00	1,174,827.20	-	1,824,459.20	108,824.00	17,264,788.20	-	17,413,612.40	-	131,471,254.42	1,648,432.34	166,554.78	41,924.55	(274,360.22)	1,274,146.47	19,754,681.77	27,754.84	1,854,301.64	-	7,247,104.46	168,838,288.00	-	1,172,038.27	170,010,326.27

2020 Plainville Gaming and Redevelopment, LLC – Exhibit 27

Ajax Downs, Canada
Alameda County Fair, CA (Pleasanton)
Aqueduct, NY
Arapahoe Park, CO
Arc de Triomphe, France
Argentina Racing, Argentina
Arlington Park, IL
Arizona Downs, AZ
Assiniboia Downs, Canada
Australia Racing, Australia
Bangor Raceway, ME
Batavia Downs, NY
Belmont Park, NY
Belterra Park, OH
Big Easy Casino Greyhound, FL (formerly Mardi Gras)
Big Fresno Fair, CA (Fresno)
Breeders' Cup, KY
Breeders' Cup Future Wager, KY
Buffalo Raceway, NY
Cal Expo, CA
Caliente Hipódromo Greyhound, Mexico
California State Fair, CA (Sacramento)
Canterbury Park, MN
Century Downs, Canada (Harness Meet)
Century Downs, Canada (Thoroughbred Meet)
Century Mile, Canada (Harness Meet)
Century Mile, Canada (Thoroughbred Meet)
Charles Town, WV
Churchill Downs, KY
Clinton Raceway, Canada
Colonial Downs, VA
Dayton Raceway, OH
Daytona Beach Kennel Club, FL
Del Mar Thoroughbred Club, CA
Delaware County Fair, OH
Delaware Park, DE
Delta Downs, LA (Quarter Horse Meet)
Delta Downs, LA (Thoroughbred Meet)
Derby Lane Greyhound, FL
Dover Downs, DE
Dubai World Cup, United Arab Emirates
DuQuoin State Fair, IL
Ellis Park, KY
Emerald Downs, WA
Evangeline Downs, LA (Quarter Horse Meet)
Evangeline Downs, LA (Thoroughbred Meet)
Fair Grounds Race Course, LA (Quarter Horse Meet)
Fair Grounds Race Course, LA (Thoroughbred Meet)
Fair Meadows at Tulsa, OK
Fairmount Park, IL
Fairplex Park, CA
Finger Lakes, NY
Flagler Greyhound, FL
Flamboro Downs, Canada
Fonner Park, NE
Fort Erie Racetrack, Canada
Fraser Downs, Canada
Freehold Raceway, NJ
Georgian Downs, Canada
Golden Gate Fields, CA
Grand River Raceway, Canada
Grants Pass Downs, OR
Gulfstream Park, FL
Gulfstream Park West, FL
Harrah's Philadelphia, PA
Harrington Raceway, DE
Hanover Raceway, Canada
Hastings Racecourse, Canada
Hawthorne Race Course, IL (Harness Meet)
Hawthorne Race Course, IL (Thoroughbred Meet)
Hippodrome Trois-Rivieres, Canada
Hong Kong Jockey Club, Hong Kong
Hoosier Park, IN
Horsemen's Park, NE
Humboldt County Fair, CA (Ferndale)
Illinois State Fair, IL
Indiana Grand Racing Casino, IN
Iowa Greyhound Association, IA
Irish Racing, Ireland (see attached list of tracks)
Jacksonville Kennel Club @ Orange Park, FL
Japan Racing, Japan
Keeneland, KY
Kentucky Derby Future Wager, KY
Kentucky Derby Sire Future Wager, KY
Kentucky Downs, KY

2020 Plainville Gaming and Redevelopment, LLC – Exhibit 27

Kentucky Oaks Future Wager, KY
Latin American Racing Channel Thru Gulfstream
Latin American Racing Channel Thru Gulfstream Park West
Latin American Racing Channel Thru Laurel
Latin American Racing Channel Thru Pimlico
Laurel Park, MD
Little Brown Jug Future Wager, OH
Lone Star Park, TX (Quarter Horse Meet)
Lone Star Park, TX (Thoroughbred Meet)
Los Alamitos, CA (Quarter Horse Meet)
Los Alamitos, CA (Thoroughbred Meet)
Louisiana Downs, LA (Quarter Horse Meet)
Louisiana Downs, LA (Thoroughbred Meet)
Mahoning Valley Race Course, OH
Melbourne Racing Club, Australia
Meadowlands, NJ
Miami Valley Gaming, OH
Mohawk Racetrack, Canada
Monmouth Park, NJ
Monticello Raceway, NY
Mountaineer Park, WV
Naples-Ft. Myers Greyhound, FL
New Zealand Racing, New Zealand
Northlands Park, Canada (Harness Meet)
Northlands Park, Canada (Thoroughbred Meet)
Northfield Park, OH
Northville Downs, MI
Oaklawn Park, AR
Ocean Downs, MD
Orange Park Kennel Club, FL
Palm Beach Kennel Club, FL
Parx Racing, PA
Penn National Race Course, PA
Pimlico, MD
Pocono Downs, PA
Pompano Park, FL
Portland Meadows, OR
Prairie Meadows, IA (Quarter Horse Meet)
Prairie Meadows, IA (Thoroughbred Meet)
Presque Isle Downs, PA
Red Shores Charlottetown, Canada
Remington Park, OK (Quarter Horse Meet)
Remington Park, OK (Thoroughbred Meet)
Retama Park, TX (Quarter Horse Meet)
Retama Park, TX (Thoroughbred Meet)
Rideau Carleton Raceway, Canada
Rillito Park, AZ
Rosecroft Raceway, MD
Ruidoso Downs, NM
Running Aces Harness Park, MN
Sam Houston Race Park, TX (Quarter Horse)
Sam Houston Race Park, TX (Thoroughbred)
San Joaquin County Fair, CA (Stockton)
Sanford Orlando Kennel Club, FL
Santa Anita Park, CA
Sarasota Kennel Club, FL
Saratoga Raceway, NY (Harness)
Saratoga, NY (Thoroughbred)
Scarborough Downs, ME
Scioto Downs, OH
Singapore Racing, Singapore
Sonoma County Fair, CA (Santa Rosa)
South Africa Racing, South Africa
South Korea Racing, South Korea
Southland Greyhound Park, AR
St. John's at Orange Park, FL
Suffolk Downs, MA
Sunland Park, NM
SunRay Park, NM
Tampa Bay Downs, FL
Tampa Greyhound Park at Derby Lane, FL
The Downs at Albuquerque, NM
The Meadows, PA
The Red Mile, KY
Thistledown, OH
Timonium Fair, MD
Tioga Downs, NY
Tri-State Greyhound Park, WV
Turf Paradise, AZ
Turfway Park, KY
UK Racing, United Kingdom (see attached list of tracks)
Valley Race Park, TX
Vernon Downs, NY
Virginia Gold Cup Races, VA

2020 Plainville Gaming and Redevelopment, LLC – Exhibit 27

Western Fair Raceway, Canada

Wheeling Island Greyhound, WV

Will Rogers Downs, OK (Quarter Horse Meet)

Will Rogers Downs, OK (Thoroughbred Meet)

Woodbine, Canada (Harness Meet)

Woodbine, Canada (Thoroughbred Meet)

Yonkers Raceway, NY

Zia Park, NM

2020 Plainville Gaming and Redevelopment, LLC – Exhibit 27

UK TRACKS

Ascot
Bath
Brighton
Chelmsford City
Chepstow
Doncaster
Exeter
Fakenham
Ffos Las
Fontwell
Yarmouth
Hereford
Hexham
Kelso
Leicester
Lingfield
Newcastle
Newton Abbot
Perth
Plumpton
Ripon
Windsor
Sedgefield
Southwell
Stratford
Taunton
Towcester
Uttoxeter
Wolverhampton
Worcester
Aintree
Ayr
Bangor-on-Dee
Beverley
Carlisle
Cartmel
Catterick
Chester
Cheltenham
Epsom
Goodwood
Hamilton Park
Haydock Park
Huntingdon

Kempton Park
Ludlow
Market Rasen
Musselburgh
Newbury
Newmarket
Nottingham
Pontefract
Redcar
Salisbury
Sandown Park
Thirsk
Warwick
Wetherby
Wincanton
York

IRELAND TRACKS

Ballinrobe
Bellewstown
Clonmel
Cork
Curragh
Downpatrick
Down Royal
Dundalk
Fairyhouse
Galway
Gowran Park
Kilbeggan
Killarney
Laytown
Leopardstown
Limerick City
Listowel
Naas
Navan
Punchestown
Roscommon
Sligo
Thurles
Tipperary
Tramore
Wexford

2020 Plainville Gaming and Redevelopment, LLC – Exhibit 28

Guest and Secondary Sites	Customer Code
Ajax Downs (Ontario, Canada)	PIC
AmWest Entertainment (OTB's and ADW)	
Triple Crown (South Dakota)	NSC
The Greenbrier Resort (West Virginia)	GBR
Coeur D'Alene Casino (Idaho)	WRL
AmWest Accounts	AWA
AmWest Entertainment	AWE
AmWest Web Services	AWS
AmWest Ent. Group 1	AW1
AmWest Ent. Group 2	AW2
AmWest Ent. Group 3	AW3
AmWest Ent. Group 4	AW4
AmWest Ent. Group 5	AW5
Arapahoe Park (Colorado)	ARP
Big Ds OTB at Whiskey River	BDW
Celtic on Market OTB	CTO
Elevations at Union Station CS	ECS
Fox and Hound P6 Lone Tree	FHP
Grand Junction OTB	GJO
Havana Park	HAV
Mirage Sports Littleton	MSL
Post Time OTB	PTT
Southern Colorado Gaming - Pueblo	PUE
Softball Country	SCY
Sundance Steakhouse and Saloon	SUS
Arima Race Club (Trinidad)	ARC
Park Street Betting Shop	AR1
St. James OTB	AR2
Curepe OTB	AR3
Santa Rosa Park OTB	AR4
Keate Street OTB	ARK
Union Park OTB	ARU
Arima OTB	ARA
Chaguanas OTB	CHA
Arlington International Racecourse (Illinois)	API
Trackside Chicago	APC
Trackside Hodgkins	APD
Trackside McHenry	APH
Trackside Aurora	APJ
Trackside Orland Hills	APO
Trackside Villa Park	APP
Trackside Rockford	APR
Trackside South Beloit	APS
Trackside North Aurora	APT
Trackside Waukegan	APW
Trackside Green Oaks	APX
Assiniboia Downs (Manitoba, Canada)	ASD
Club Regent Teletheatre	CBR

2020 Plainville Gaming and Redevelopment, LLC – Exhibit 28

Central Hotel	CEN
Green Brier Inn	GBI
McPhillips St Station Teletheatre	MSS
Pembina Hotel	PMX
Quest Inn	QIN
Windsor Park Inn	WPI
Assiniboia Downs Handicap	HXS
Assiniboia Downs TAB (Canadian Residents Only)	TSD
<hr/>	
Atlantic City Casinos (New Jersey)	
Borgata Casino	BRG
<hr/>	
Bangor Raceway (Maine)	BAN
<hr/>	
Belterra Park (Ohio)	BEP
<hr/>	
Birmingham Race Course (Alabama)	BHM
Victoryland Greyhound (Alabama)	VLD
<hr/>	
Buffalo Raceway (New York)	BUR
<hr/>	
Canterbury Park (Minnesota)	CBY
<hr/>	
Capital District Off-Track Betting Corporation (New York)	
Capital Internet & Phone Wagering	
<hr/>	
Catskill Off-Track Betting Corporation (New York)	CAR
Catskill Internet & Phone Wagering	
<hr/>	
Century Downs (Alberta, Canada)	
Backstreet Pub & Pizza	BTP
Century Casino Calgary	CC1
Century Downs on-track	CED
Medicine Hat Lodge	MHL
Olds Hotel CB	OHC
Rookie's Lounge	ROK
Schanks North	WU2
RMTC Airdrie Theatre	WUA
Elbow River OTB	WUE
Five Star Bingo	WUF
Stoney Nakoda Resort & Casino	WUN
RMTC Okotoks	WUO
Schanks 1 OTB	WUS
Barney's Bar & Grill	BAA
Beverly Crest Games Room	BCG
LaBiche Inn	BCH
Billy Budd's	BIB
Best Western Denham Inn	BWD
Century Casino Edmonton	CEC
Century St. Albert	CES
Continental Inn	COI
Central Suite Hotel	CSH
Century Mile on-track	CMR
Dover Hotel	DVH
Evergreen Park Casino	EGP
Eagle River Casino	EGR
Franklin's Inn	FKI
Franco's Pub	FRP

2020 Plainville Gaming and Redevelopment, LLC – Exhibit 28

Grove Motor Inn	GMI
Longshots	LGS
Post Time at Fitzgeralds	PAF
River Cree Resort & Casino	RIC
Ruths Cold Lake NP	RLI
Rosslyn Inn & Suites	ROI
Schanks Athletic Club Edm	SCH
Santo's Restaurant & Lounge	SRL
The Sawridge Inn	TSI
Charles Town Races (West Virginia)	CTR
Colonial Downs (Virginia)	CLD
Rosies at Vinton	HP1
Rosies at Richmond	HP2
Rosies at Hampton	HP3
Rosies at Chesapeake	HP4
Horseplay Breakers Henrico	HP5
Horseplay Ponies&Pints Richmond	HP6
Horseplay Buckets Chesapeake	HP7
Horseplay Windmill Collinsville	HP8
Columbus Races (Nebraska)	CLS
Corpus Christi Greyhound Racing (Texas)	CPC
Day At The Track (ADW)	DAT
Dayton Raceway (Ohio)	HGD
Delaware Park (Delaware)	DEL
Delta Downs (Louisiana)	DLT
DerbyWars (Handicapping Contest, Non-Wagering Site)	
Downs at Albuquerque (New Mexico)	ALD
Dover Downs Raceway (Delaware)	DOV
eBet Technologies Inc. (ADW)	EBT
HorsePlayersBet.com/eBet	HPB
HarringtonBets.com/eBet	HTB
Compubet.com/eBet	CUB
AustralianRacingbets/eBet	OZB
MutuelsOnline.com/eBet	MOL
RaceUwin.com/eBet	RUW
WagerLiveRacing.com/eBet	WLR
123Bet.com	E23
Winia EBet	WIA
Elite Turf Club (ADW)	
Elite Turf Club - Office 10	ETA
Elite Turf Club 11	ETB
Elite Turf Club 12	ETC
Elite Turf Club 2	ETD
Elite Turf Club 13	ETE
Elite Turf Club 14	ETF
Elite Turf Club 15	ETG
Elite Turf Club 16	ETH
Elite Turf Club 17	ETI
Elite Turf Club 18	ETJ

2020 Plainville Gaming and Redevelopment, LLC – Exhibit 28

Elite Turf Club 19	ETL
Elite Turf Club 20	ETM
Elite Turf Club - Office 3	ET3
Elite Turf Club - Office 4	ET4
Elite Turf Club - Office 5	ET5
Elite Turf Club - Office 6	ET6
Elite Turf Club - Office 7	ET7
Elite Turf Club - Office 8	ET8
Elite Turf Club - Office 9	ET9
Emerald Downs (Washington)	EMD
Washington Offtrack Locations	WOF
Evangeline Downs (Louisiana)	EVD
Eunice OTB	EUN
Races and Aces-Henderson	HEN
St. Martinville OTB	SMV
Fair Grounds (Louisiana)	FRG
Finish Line #2 - Covington	FLA
Finish Line #3 - Slidell	FLB
Finish Line #4 - Gretna	FLC
Finish Line #6 - Houma	FLD
Finish Line Elmwood	FLE
Finish Line #7 St. Bernard	FLF
Finish Line Kenner	FLQ
Finish Line Metairie	FLR
Finish Line LaPlace	FLS
Finish Line Thibodaux	FLT
Finish Line Westwego	FLW
Destrehan OTB	FLY
Meraux OTB	FLX
Fairgrounds Acct. Wagering (LA Residents Only)	FAW
Fair Meadows (Oklahoma)	FMT
Favorites at Gloucester Township (New Jersey)	FGC
Finger Lakes (New York)	FIL
FingerLakesBonusBets.com	FGL
Fonner Park (Nebraska)	FON
Fort Erie Race Track (Ontario, Canada)	FOE
Fraser Downs, Hastings Park, BC Teletheatres (British Columbia, Canada)	
Fraser Downs	FRD
Hastings Park	HST
TBC Castlegar Chances	CBH
TBC Chilliwack Chances	CCH
TBC Duncan Chances	CIW
TBC Prince Rupert Chances	CPR
TBC Sechelt Gilligans	GGP
TBC Vernon LCC	KAH
TBC Kamloops Chances	KAM
TBC Maple Ridge Chances	MRP
TBC Penticton Clancys	PIN
TBC Squamish Chances	SFI

2020 Plainville Gaming and Redevelopment, LLC – Exhibit 28

TBC Salmon Arm Chances	SHS
TBC Prince George TCC	TNH
TBC New Westminster SC	TBA
TBC Richmond RRC	TB1
TBC Cranbrook COTR	TB2
TBC Nanaimo	TB3
TBC Surrey DBG	TB4
TBC Victoria Playtime	TB5
TBC Kelowna Chances	TB6
TBC Coquitlam HCC	TB7
<hr/>	
Freehold Raceway (and New Jersey OTB)	FHR
Favorites at Tom's River	TOM
<hr/>	
Game Play Network (ADW)	
Game Play Network ADW	ODY
Game Play Network Oddz	ODZ
<hr/>	
Global Wagering Group, LLC (ADW)	
Global Wagering Group	GWG
Global Wagering 01	G01
Global Wagering 02	G02
Global Wagering 03	G03
Global Wagering 04	G04
Global Wagering 05	G05
Global Wagering 06	G06
Global Wagering 07	G07
Global Wagering 08	G08
Global Wagering 09	G09
Global Wagering 10	G10
Global Wagering 11	G11
Global Wagering 12	G12
Global Wagering 13	G13
Global Wagering 14	G14
Global Wagering 15	G15
Global Wagering 16	G16
Global Wagering 17	G17
Global Wagering 18	G18
Global Wagering 19	G19
Global Wagering 20	G20
Global Wagering 21	G21
Global Wagering 22	G22
Global Wagering 23	G23
Global Wagering 24	G24
Global Wagering 25	G25
Global Wagering 26	G26
<hr/>	
Global Wagering Solutions (International ADW)	
Andalucia AHDI	AND
GWS German Tote	GGT
International Betting Association Ltd	GOX
Magna Bet	MAB
Pferdewetten.de GmbH	GPW

2020 Plainville Gaming and Redevelopment, LLC – Exhibit 28

Racebets	GRR
Scientific Games Racing BV	GSN
Betsson	GWB
GWS - SBO B to B	GSB
GWS - SBO B to C	GSC
GWS Stan James	GSJ
GWS Boylesports	GBS
GWS Ladbrokes Australia	GLQ
Irish Tote	HRI
Greyhound Park at Post Falls (Idaho)	CAO
Gulf Greyhound Park (Texas)	GLF
Gillespie County Fair	GIL
Harrah's Philadelphia (Pennsylvania)	HCR
TVG - Harrahs Chester Downs	TVH
TVG Group 8	TV8
Harrington Raceway (Delaware)	HAC, HAL
Hawthorne Race Course (Illinois)	HAW
Bloomington OTB	BLO
Corliss OTB	CSO
Crestwood OTB	CST
MQ's Sports Bar OTB	EPO
Shark City OTB	HWG
Players Club OTB	HWP
Joliet OTB	JOO
Mokena OTB	MOK
Oakbrook Terrace OTB	OKT
Furlongs at Ottawa	OTA
Peoria OTB	PEO
Fairmount Park	FPK
Club Hawthorne AW (IL Residents Only)	HWA
Hiawatha Horse Park (Ontario, Canada)	HHP
Hipicia Presidente Remon - Codere (Panama)	
Panama	PAN
Panama OTB Agents	POA
LA Kelvin OTB	POB
Panama Turf OTB's	PTO
Panama Phone Bet	PPB
Hipodromo de Agua Caliente (Separate Pool)	
Hoosier Park (and Indiana OTB's)	HPG
Fort Wayne OTB	FWG
Indianapolis OTB	IAG
Merrillville OTB	MEG
Horse Racing New Brunswick (Canada Tracks & OTB's)	
Exhibition Park Raceway	EPR
Fredericton OTB	FSA
Horseshoe Sports Pub	HSP
KV Billiards Quispamsis	KVQ
Horsemen's Park (and Nebraska outlets)	NEB
Lincoln Race Course	LRC

2020 Plainville Gaming and Redevelopment, LLC – Exhibit 28

Horseshoe Casino Council Bluffs	BLF
HorseTourneys (Handicapping Contest, Non-Wagering Site)	
Indiana Downs (and Indiana OTB's)	IDS
Clarksville OTB	IOC
Integrated Betting Network (ADW)	
IBN-US Accounts	IBU
Intermountain Racing & Entertainment (Idaho Track, OTB, ADW)	
Sandy Downs	TET
The Turf Club at Fort Hall Casino	TCC
Idaho Falls OTB	IFO
Idabet.com	IDB
Iowa Greyhound Association (Iowa)	IGA
Wild Rose Clinton	IG1
Jockey Club do Rio Grande do Sul - Codere (Brazil)	
Turff Azenha	AZE
Cristal Hipodromo Porto Alegre	BRA
HC Caxias do Sul Centro	CAX
HC Charqueadas Centro	CQD
HC OTB Elise Pacheco	EPA
Jose Do Patrocinio	JDP
Moinhos De Vento	MOI
Suaposta Niteroi	NIT
HC OTB Paim Apostas	PAI
Cristal Porto Alegre	RGR
Turff Santana	SAA
Sumatra Eireli Londrina	SEI
Codere Suaposta	SUA
Taruma Hipodromo	TAR
Las Vegas Dissemination Company	
Foxwoods Casino (Connecticut)	FXC
Cities of Gold Sports Bar (New Mexico)	POJ
Meskwaki (Iowa)	MSK
Megatote (ADW)	MGT
Lewiston Raceways, Inc.	
Newport Jai Alai (Rhode Island)	NJA
Winner's Circle OTB (Maine)	LEW
Lien Games Racing, Inc. (North Dakota OTB's and ADW)	
Chips Lounge & Casino	LGC
Skydancer Casino	SKY
Rumors	LGR
Turf Room OTB	LGE
OTB.Com Phone	LGA
HOJO OTB	LGM
CW Technologies US	CWU
Lien Games OT.com NY	LGY
Lien Games CA Internet	LG2
Luckys OTB Bismarck	LG3
Lien Games Internet Wagering	LIW
Lien Games Internet Wagering 2	LI2

2020 Plainville Gaming and Redevelopment, LLC – Exhibit 28

Lien Games Internet Wagering 3	LI3
Lien Games Internet Wagering 4	LI4
Pickthewinner.com	LI5
Wager2win	L2W
OffTrackBetting.com	L3W
X The Spot OTB LGR	XTS
Lone Star Park (Texas)	LSP
Louisiana Downs (Louisiana)	LAD
Harrahs Louisiana Downs OTB	LDT
Mahoning Valley Race Course (Ohio)	MVR
Marquis Downs (Saskatchewan, Canada)	MAQ
Lucky's Bar & Grill Teletheatre	LBT
Seven Oaks Regina	SOI
Sports On Tap	SOT
Maryland Jockey Club (Laurel, Pimlico, Rosecroft, and Maryland OTB's)	MJC
Riverboat OTB	LLE
Horseshoe Baltimore Casino	LLE
Boonesboro OTB	LLE
Timonium OTB	LLE
Perryville OTB	LLE
Greenmount Station OTB	LLE
MGM National Harbor OTB	LLE
Frederick OTB	LLE
MJC Xpressbet On-Track	MJN
Rosecroft Raceway	ROR
Meadowlands Racetrack (New Jersey)	MED
Winners Bayonne	BAY
The Meadows (Pennsylvania)	MEA
Meadows Acct Wagering	MAW
Miami Valley Gaming and Racing (Ohio)	MVG
Midcoast OTB, Inc.	
Winners OTB (Maine)	BRU
Mississippi Off-Track Wagering (Mississippi)	
Harlow's Casino	HLW
Riverwalk Casino	RVW
Monmouth Park (New Jersey)	MTH
Favorites at Woodbridge	WOB
Favorites at Hillsborough	FHO
Jamie's Bar	JMB
NJ ADW-Online	NJ1
NJ ADW-Mobile	NJ2
NJ ADW-IVR	NJ3
Montana Simulcast Racing, LLC (Montana)	
Bull's Eye Casino	BEC
Dehler's Hand Casino	DHC
Golden Spur	GLD
Helena Nickles Casino	HNL
Halftime Sports Bar	HSB
Kalispeli OTB	KAL

2020 Plainville Gaming and Redevelopment, LLC – Exhibit 28

Missoula Montana OTB	MMO
Monticello Raceway (New York)	MRA
Mountaineer Park (West Virginia)	MNR
Nassau Regional Off-Track Betting Corporation (New York)	
Nassau Internet & Phone Wagering	
New York Racing Association (New York)	NYR
NYRA Acct Wagering	NYA
NYRAbets	NYB
NYRA Bets IL	NBI
NYRA Bets CA	NBW
Northfield Park (Ohio)	NPK
Cedar Downs OTB	CDR
Northville Downs (Michigan)	NOR
Oaklawn Park (Arkansas)	OPA
Oaklawn Park Account Wagering	OPT
Ocean Downs (Maryland)	OCD
Oregon Off-Track Wagering (Oregon) (previously under Portland Meadows)	
Alexander Sports Fairview	ASB
Capital Cantina Salem	CLC
Speakeasy Oswego	KEK
Lava Lanes Bend	LLB
Lava Lanes of Medford	LLM
Rainier OTB	RAI
Rialto	RIA
Stadiums Milwaukie	SMO
Tom's Bar Portland	TMS
Trackstir's	TRK
PariBet US (ADW)	PBU
PariBet 1	PB1
PariBet 2	PB2
PariBet 4	PB4
Parx Racing (Pennsylvania)	PHA
Northeast Philly Turf Club	NEP
Oaks - Valley Forge	OVF
South Philadelphia Turf Club	SPO
Philly Park Internet	PHI
Philly Park Phonebet	PHP
Philly Park IVR	PVR
Egg Harbor Turf Club (New Jersey)	EHT
Penn ADW, LLC (ADW)	ACX
Penn National Race Course (Pennsylvania)	PEN
York OTW	YRK
Lancaster OTW	LAN
Penn National Account Wagering	ACW
Player Management Group (ADW)	PMG
Player Management Group A	PMA
Player Management Group B	PMB
Player Management Group C	PMC
Player Management Group D	PMD

2020 Plainville Gaming and Redevelopment, LLC – Exhibit 28

Player Management Group E	PME
Player Management Group F	PMF
Player Management Group H	PMH
Player Management Group I	PMI
Player Management Group J	PMJ
Player Management Group K	PMK
Player Management Group L	PML
Player Management Group N	PMN
Player Management Group O	PMO
Player Management Group P	PMP
Player Management Group Q	PMQ
Player Management Group R	PMR
<hr/>	
Pocono Downs (Pennsylvania)	POC
Pocono Downs OTB	POT
Pocono Downs Account Wagering	PAW
Pocono Downs Internet	POI
<hr/>	
Pompano Park (and Florida In-State Guest Locations)	PPK
Naples-Fort Myers Greyhound	BFM
Daytona Beach Kennel Club	DBK
Dania Jai Alai	DJA
West Volusia Racing	DWV
Ebro Dog Track	EBG
Florida City Jai Alai	FCY
Magic City Jai Alai	FGH
Fort Pierce Jai Alai	FPJ
Gretna Racing LLC	GIQ
GPW- Miami Gardens	GMG
Gulfstream Park	GPK
Hamilton Jai Alai & Poker	HJP
Hialeah Park	HIA
Big Easy Racing	HKC
Big Easy Holding	HKH
Palm Beach KC Summer	INQ
Palm Beach Kennel Club	INV
Jacksonville Kennel Club	JKC
Melbourne Greyhound Park	MEL
Miami Jai Alai	MJA
Ocala Breeders Sales	OBS
Ocala Jai Alai	OJA
Orange Park Kennel	OPK
Penn-Sanford Kennel Club	ORP
Sanford-Orlando Kennel Club	ORR
Orlando Seminole Jai Alai	ORS
Oxford Downs Summerfield	OXS
Pensacola Greyhound Track	PGH
Summer Jai Alai @ Magic City	SJA
St. John's Greyhound Park	SJG
Sarasota Kennel Club	SKC
Summersport Jai Alai @ Dania	SMR

2020 Plainville Gaming and Redevelopment, LLC – Exhibit 28

Derby Lane	SPK
Tampa Bay Downs	TAM
Tampa Greyhound Track	TKC
Potawatomi Bingo Casino (Wisconsin)	PTW
Prairie Meadows (Iowa)	PRM
Prairie Meadows Contest	PMS
Premier Gateway International (International ADW)	IOM
Phumelela Gold – Europe	EUC
Phumelela Gold - UK	UKP
Safetote	TVA
Premier Turf Club (ADW)	PRT
Premier Turf Club 2	PRS
Presque Isle Downs (Pennsylvania)	PID
Racing & Gaming Services (ADW)	RGS
Racing Gaming Services Grp. 1	RG1
Racing Gaming Services Grp. 2	RG2
Racing Gaming Services Grp. 3	RG3
Racing Gaming Services Grp. 4	RG4
Racing Gaming Services Grp. 5	RG5
Racing Gaming Services Grp. 6	RG6
Racing Gaming Services Grp. 7	RG7
Racing Gaming Services Grp. 8	RG8
Raynham Greyhound Park (Massachusetts)	TDT
Raynham Account Wagering	TDA
Red Mile, The (Kentucky)	REM
Red Shores Racetrack & Casino (Prince Edward Island, Canada)	
Charlottetown	CTN
Summerside Raceway	SUM
Remington Park (Oklahoma)	REP
Bordertown	RPB
Newcastle Gaming Center	RPN
Riverwind Casino	RPR
Winstar Casino	RPW
Southwind Casino	SWC
Durant OTB	CHW
Choctaw Casino- Pocola	CCP
Medio Tiempo OTB	MOA
Thunder Roadhouse	TRH
RP Golden Mesa	RPG
Retama Park (Texas)	RET
Rocky Mountain Turf Club (Alberta, Canada Track, OTB's, ADW)	RMT
Whoop-Up Downs	WUP
Whoop Up Downs TAB	WUT
Ruidoso Downs (New Mexico)	RUI
Running Aces Harness Park (Minnesota)	ACE
Sam Houston Race Park (Texas)	HOU
Valley Greyhound Park	VGT
Saratoga Harness Raceway (New York)	SRA
SaratogaBets	SGR

2020 Plainville Gaming and Redevelopment, LLC – Exhibit 28

Scarborough Downs (Maine)	SDO
Scioto Downs (Ohio)	SCD
Seabrook Greyhound (New Hampshire)	SEA
Seabrook Greyhound Phonebet	SEP
Southland Greyhound Park (Arkansas)	SGP
Sportech Venues	
Shoreline Star Greyhound Park (CT)	BJA
Connecticut OTB (CT)	CTB
Connecticut OTB Acct Wagering (ADW)	CTA
CT OTB Internet Wagering (ADW)	CTW
Ho-Chunk Casino (Wisconsin)	HOK
Mohegan Sun Casino (CT)	SUN
Mohegan Sun Poker Room (CT)	SUP
Favorites OTB (Maine)	WAT
Sanford OTB (Maine)	SFD
Oneida Bingo & Casino (Wisconsin)	ONO
Coushatta Casino Resort (Louisiana)	CSR
Tote Investment Racing Service (Barbados)	BBS
Royal Beach Casino (St. Kitts)	RBC
Pony Bar (St. Thomas)	UVI
Hodge OTB (Virgin Islands)	HGO
Sudbury Downs (Ontario, Canada Track)	SDN
Suffolk Downs (Massachusetts)	SUF
Suffolk Regional Off-Track Betting Corporation (New York)	
Suffolk Internet & Phone Wagering	
Sunland Park (New Mexico)	SNP
SunRay Park & Casino (New Mexico)	SUR
Television Gaming Network (TVG)	
TVG Massachusetts	TMA
TVG - Minnesota	TVM
TVG Illinois	TVI
TVG/Prairie Meadows Account Wagering	TVP
TVG Arizona	TVT
TVG Group 3	TV3
TVG Group 5	TV5
TVG Group 6	TV6
TVG Group 7	TV7
TVG Group 9	TV9
Betfair Games Limited (International)	BFG
Betfair Exchange Wagers (Separate Pool – New Jersey and International Exchanges)	
Thistledown (Ohio)	TDN
Tioga Downs (New York)	TIO
Tri-State Greyhound Park (West Virginia)	TSG
Twin River Greyhound (Rhode Island)	TWR
TwinSpires (ADW)	
TwinSpires Oregon (Domestic)	TWO
TwinSpires California (California Residents)	TWC
Twinspires Mountain View (Domestic)	TWN
TWS-L White Label (Domestic)	TWL

2020 Plainville Gaming and Redevelopment, LLC – Exhibit 28

TWS-M White Label CA (California Residents)	TWM
US Offtrack (ADW)	GYC
Velocity Wagering Group Ltd. (ADW)	VWO
You Bet Portland	YBG
Velocity Wagering Grp 1	VW1
Velocity Wagering Grp 2	VW2
Velocity Wagering Grp 3	VW3
Velocity Wagering Grp 4	VW4
Velocity Wagering Grp 5	VW5
Velocity Wagering Grp 6	VW6
Velocity Wagering Grp 7	VW7
Velocity Wagering Grp 8	VW8
Velocity Wagering Grp 9	VW9
Vernon Downs (New York)	VRN
Virginia Equine Alliance (Virginia)	VEA
WatchandWager.com, Ltd. (International ADW)	EOT
Watch and Wager (Domestic ADW)	WNW
WAW - Global	WNG
Watchandwager Player1 USD	WW1
Western Regional Off-Track Betting Corporation (New York)	
Western Internet & Phone Wagering	
Batavia Downs	BTV, BAD
Batavia Downs Online	BAG
Wheeling Island (West Virginia)	WHE
Will Rogers Downs (Oklahoma)	WRD
Cherokee Casino West Siloam Springs	WSS
Cherokee Casino Sallisaw	CCE
Woodbine Entertainment Group (Ontario, Canada)	
AC Ranch Caffe Toronto	ACR
A&F Billiards	AFB
Busters Bar Ottawa	BCO
The Brunswick Hotel Complex (Don Cherry)	BHD
Bumpr's Roadhouse Milton	BPM
Broad Street Billiards	BSB
Buffy's Tavern & Dining	BTD
Club Alouette	CA1
Coach and Horses	CAH
Clancy's	CB1
Champions on Bloor	CBO
Cheffy's Last Stop	CFL
Salle de paris Place Dupuis	CJ1
Salle de paris Boucherville	CJ2
Salle de Paris de Pointe-Aux-Trembles	CJ3
Salle de Paris de Quebec	CJ4
Salle de Paris de Laval	CJ5
Salle de Paris Pointe-Claire	CJ6
Salle de Paris Square Decarie	CJ7
Salle de Paris de Sherbrooke	CJ8
Salon de Paris de Chateaugua	CJ9

2020 Plainville Gaming and Redevelopment, LLC – Exhibit 28

Salon de Paris de Gatineau	CJO
Salon de Paris de Brossard	CJA
West Island OTB Dorval	CJB
Clinton Raceway	CLR
Clinton Teletheatre	CLT
Chicago Pub Kitchener	CPK
Champions at Royal Square	CRQ
DC Sports Grill Kingston	DCS
Doolys Ottawa	DOT
Flamboro Downs	FLM
Fort Erie OTB	FOO
Georgian Downs	GEO
Grand River Raceway	GRD
Grand River Raceway Teletheatre	GRO
Galaxy Lanes TB	GTB
Greenwood Racetrack	GWR
Huron Fish & Game Conservation	HFG
Honest Lawyer Hamilton	HLR
Hanover Raceway	HNV
Hippodrome de Trois-Rivieres	HTR
Karlee's OTB	KAB
Lucky 7 Bingo/VIP Lounge	L7B
Last Furlong	LAF
Lee Hotel	LEE
Western Fair Raceway	LON
London Players Bar & Grill	LPB
Mohawk Contest	MHC
McGinnins Landing LO	MLO
Moodies	MOD
Mohawk Raceway	MOH
Northern Teletheatre Network	NTN
WEG Special Event	OSE
Pic-A-Deli Oakville	PDI
Pour House Hamilton	PHH
Perth Jamesons	PJR
Pick and Shovel Cambridge	PSC
Peterborough Stick Sports	PSS
Rideau Carleton Raceway	RCR
Quinte Bowling Centre	RQU
Italia Soccer Club Ottawa	RSA
Black Bear	RTN
Rex Hotel	RXH
Shorelines Belleville	SHB
St. Thomas Jackpot City	SJC
Sneakers Sports Bar	SKS
Shoeless Joe's	SLJ
Stewart Maguires	SMS
Sgt Peppers Stouffville	SPS
Coch's Corner SSM	SSM
Thirsty Judge Bracebridge	TJB

2020 Plainville Gaming and Redevelopment, LLC – Exhibit 28

Time Out Georgetown	TOG
Trophy Case Bradford	TRB
Ultimate Sports Bar	USB
Victoria Pub Guelph	VPG
Mississauga Chinese Centre	W02
Offside's	W12
RJ's on Main	W14
RJ's on Chrysler	W15
Sports Centre Cafe	W16
Stonehouse	W17
Sheraton Parkway	W18
Select Winners Lounge	W19
Turf Lounge	W20
Winner's Edge	W21
Silks	W22
WEGZ Stadium Bar	W23
Jimmyz Sports Bar	W27
Albert's Parlour	WAP
Mane Event	WEM
Adam's Rib	WER
Windsor Tavern	WIT
Champions on the Danforth	WO3
Century Palace	WO4
Deerfield	WO5
East Chinatown	WO6
Heritage	WO7
Woodbine Entertainment Group Int'l	WO8
Woodbine	WOO
Assiniboia HPI	AHP
Barrie IVR	BAI
British Columbia Telephone Acct. Wagering	BCT
Quinte IVR	BQI
Century Bets HPI	CBI
Clinton IVR	CLI
Charlottetown IVR	CTI
Dresden IVR	DRI
Elmira IVR	ELI
Ex Park IVR	EPI
Flamboro IVR	FLN
Fort Erie IVR	FOI
Hiawatha IVR	HHI
Hanover IVR	HNI
Kawartha IVR	KAI
Western Fair IVR	LOI
Marquis IVR	MAI
Newfoundland IVR	NFI
Northlands IVR	NOI
Nova Scotia IVR	NSI
Quebec HPI	QBC
Rideau IVR	RII

2020 Plainville Gaming and Redevelopment, LLC – Exhibit 28

Sudbury IVR	SD1
Summerside IVR	SUI
IVR WEG/FLAM	WEF
IVR WEG/GRAND	WEG
IVR WEG/OTN	WEO
Windsor IVR	WII
Windsor IVR II	WIP
Woodbine IVR	WOI
Woodstock IVR	WRI
<hr/>	
Wyoming Downs LLC (Wyoming)	
WY Downs Gillette OTB	WDA
WY Downs Evanston OTB	WDE
Outlaw Saloon	OLS
Sushi Boat & Bar	SBB
Rails Brews & Cues	RCB
Shilo Inn OTB	SIO
WY Downs Rock Springs OTB	WDR
Cheyenne Plaza	CYP
<hr/>	
Xpressbet (ADW)	
MEC Internet	MEI
MEC TAT	TAT
MEC Telephone	MET
Xpressbet Arizona	XAZ
Xpressbet Illinois	XIL
Xpressbet Maryland	XMD
Xpressbet Southern Alberta	XSA
<hr/>	
Yonkers Raceway (New York)	YOR
EmpireCityBets Yonkers	ECB
<hr/>	
Zia Park (New Mexico)	ZIA
<hr/>	

EXHIBIT 29

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

In accordance with 205 CMR 6.20, Plainville Gaming and Redevelopment, LLC ("PGR"), d/b/a Plainridge Park Casino ("Plainridge"), requests through this harness racing license application for 2020, authorization from the Massachusetts Gaming Commission ("MGC") to offer account wagering in 2020. PGR has contracted with PENN ADW, LLC, ("PENN") a licensee of the MGC, to operate account wagering under the d/b/a *Hollywood Races* (agreement previously attached). Account wagering offered by Plainridge dates to its "WinLine" System originally approved by the Massachusetts State Racing Commission on April 3, 2002.

PENN has contracted with eBet Technologies ("eBet"), a licensee of the MGC, to provide all technical and wagering platform services for *Hollywood Races* to on and off-track customers of Plainridge accessible via the website, www.hollywoodraces.com, through a mobile app (available on both iOS and Android systems) and via telephone operator assisted wagering.

In September 2016, pari-mutuel wagering on-track at Plainridge and through *Hollywood Races* was combined with *Marquee Rewards*, at the time the Plainridge Park Casino customer rewards program with points earned for redemption of food and beverage offerings at the racetrack/casino and for racing related handicapping information (programs, etc.). As of September 2019, roughly 20% of all pari-mutuel wagering at Plainridge is now tracked through the *My Choice Rewards* program. Through increased marketing and promotional efforts wagering by residents in Massachusetts on Hollywood Races has increased year over year, increasing tax revenue for the state and purse funds for horsemen.

PGR's parent company, Penn National Gaming, Inc. ("PNG") has over 30 years experience in account wagering through its subsidiary Mountainview Thoroughbred Racing Association previously d/b/a EbetUSA.com and Telebet and as of September 2018, Hollywood Races and also holds Multi-Jurisdictional Account Wagering licenses in the states of Oregon and New York and accepts wagers from residents of 21 states.

