

NOTICE OF MEETING AND AGENDA

Pursuant to the Massachusetts Open Meeting Law, G.L. c. 30A, §§ 18-25, and Section 20 of Chapter 20 of the Acts of 2021, notice is hereby given of a meeting of the **Massachusetts Gaming Commission**. The meeting will take place:

Thursday | March 3, 2022 | 10:00 a.m.
VIA CONFERENCE CALL NUMBER: 1-646-741-5292
MEETING ID/ PARTICIPANT CODE: 111 504 6388

Please note that the Commission will conduct this public meeting remotely utilizing collaboration technology. Use of this technology is intended to ensure an adequate, alternative means of public access to the Commission’s deliberations for any interested member of the public. If there is any technical problem with the Commission’s remote connection, an alternative conference line will be noticed immediately on www.massgaming.com.

All documents and presentations related to this agenda will be available for your review on the morning of the meeting date by visiting our website and clicking on the News header, under the Meeting Archives drop-down.

PUBLIC MEETING - #372

1. Call to Order

2. Approval of Meeting Minutes

a. June 3, 2021	VOTE
b. June 14, 2021	VOTE
c. June 24, 2021	VOTE
d. August 4, 2021	VOTE
e. September 9, 2021	VOTE

3. Administrative Update - Karen Wells, Executive Director
 - a. On-site Casino Updates –Bruce Band, Assistant Director, Gaming Agents Division Chief
 - b. COVID-19 Updates
 - c. Internal Audit and Compliance Working Group Update
 - d. Encore Boston Harbor Scheduled Event Discussion – Bruce Band, Assistant Director, Gaming Agents Division Chief; Joe Delaney; Chief of Community Relations; Todd Grossman, General Counsel **VOTE**

4. Research and Responsible Gaming - Mark Vander Linden, Director; Long Banh, Program Manager; Marie-Claire Flores-Pajot, Research Manager
 - a. Problem Gambling Awareness Month

- b. GameSense Quarterly Report – Chelsea Turner, Director of Responsible Gambling, MA Council on Gaming and Health; Marlene Warner; Executive Director, MA Council on Gaming and Health

- 5. Investigations & Enforcement Bureau - Loretta Lillios, Director, Investigations & Enforcement Bureau; Heather Hall, Chief Enforcement Counsel
 - a. VICI-MGP REIT Transaction and Request for Trust Approval– Todd Grossman; General Counsel, MGC; Elena Otero Keil, Associate General Counsel of VICI Properties; Jonathan Albano, Counsel to VICI Properties from Morgan Lewis; Samantha Sacks Gallagher, Executive Vice President, General Counsel and Secretary of VICI Properties; Michael Fabius, Counsel to VICI Properties from Ballard Spahr; Pat Madamba, Senior Vice President & Legal Counsel, MGM Resorts International; Laura Norton, Senior Vice President & Legal Counsel, MGM Resorts International; Gus Kim, Vice President and Legal Counsel, Northeast Group; Jed Nosal, Partner, Womble Bond Dickinson (US) LLP **VOTE**

- 6. Legal Division – Todd Grossman, General Counsel
 - a. 205 CMR 138.26(4): Key Maintenance and Inventory – and Small Business Impact Statement, for approval to begin the promulgation process – Judith Young, Associate General Counsel **VOTE**
 - b. 205 CMR 147: Uniform Standards of Rules of the Games – and Small Business Impact Statement, for approval to begin the promulgation process – Judith Young, Associate General Counsel **VOTE**

- 7. Research and Responsible Gaming - Mark Vander Linden, Director; Long Bahn, Program Manager
 - a. MGM Play My Way Launch – Scott Helwig, Gaming Technical Compliance Manager

- 8. Commissioner Updates –
 - a. Legislative Update– Crystal Howard, Chief Administrative Officer and Special Projects Manager; Brad Hill, Commissioner

- 9. Community Affairs Division – Joe Delaney, Chief of Community Affairs; Mary Thurlow, Senior Program Manager
 - a. MGM Springfield Quarterly Report - Daniel Miller - Director of Compliance; Arlen Carballo - Executive Director of Finance; Beth Ward - Director of Community Affairs
 - b. **Executive Session:**
 The Commission anticipates that it will meet in executive session in accordance with G.L. c.30A, §21(a)(7) to comply with G.L. c.23K, §21(a)(7) for the specific purpose of reviewing the proposed multi-year

capital expenditure plan [described in 205 CMR 139.09], and any corresponding materials, submitted relative to MGM Springfield, as discussion of this matter in public would frustrate the purpose of the statute and associated legal authorities. This matter is further governed by 205 CMR 139.02 as the information at issue is covered by a nondisclosure agreement. **VOTE**

The public session of the Commission meeting will not reconvene at the conclusion of the executive session.

10. Other Business - Reserved for matters the Chair did not reasonably anticipate at the time of posting.

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

February 27, 2022

Cathy Judd-Stein

Chair

Posted to Website: February 29, 2022 | 9:30 a.m.

IMPACTED LIVE ENTERTAINMENT VENUE AGREEMENT

This Impacted Live Entertainment Venue Agreement (the "Agreement") is entered into as of the 30th day of January, 2013 (the "Effective Date"), by and between the Massachusetts Performing Arts Coalition, Inc., 2 Southbridge Street, Worcester, MA 01608 ("MPAC") and Wynn MA, LLC, 3131 Las Vegas Blvd., South, Las Vegas, NV 89109 ("Wynn"). (MPAC and Wynn are hereinafter referred to from time to time each as a "Party" and collectively as the "Parties.")

RECITALS

WHEREAS, Massachusetts General Laws chapter 23K (the "Gaming Statute") has been enacted in part to protect the cultural activities and institutions operated by municipally-owned and not-for-profit theatres from the adverse impacts of expanded gaming activities in the Commonwealth;

WHEREAS, MPAC represents the interests of certain non-profit and municipally-owned theatres in Massachusetts listed in Exhibit A attached hereto and made a part hereof, each of which may suffer a materially adverse impact from the development of gaming facilities in Massachusetts;

WHEREAS, Wynn has submitted a so-called "Phase 2 Application" with the Massachusetts Gaming Commission (the "Commission") for a gaming license to operate the proposed facility at a site in Everett, Massachusetts as identified in the Phase 2 Application (the "Casino Site");

WHEREAS, Wynn's proposed facility does not now but could in the future include a live entertainment venue whose development and operation may pose the potential for a materially adverse impact on MPAC's members and their sustainability as non-profit or municipally-owned live performance venue;

WHEREAS, the Parties wish to set forth certain terms and conditions governing the relationship between Wynn and MPAC should the Casino obtain a gaming license to operate a facility at the Casino Site;

NOW THEREFORE, in furtherance of the foregoing and in consideration of the agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENTS

1.0 Casino Site Capacity and Performances

1.1 Wynn agrees that it does not currently plan to build, restore, operate or manage an indoor or outdoor, permanent or temporary live entertainment venue on or independent of the Casino Site in the Commonwealth of Massachusetts seating more than 1,000 persons, notwithstanding the fact that the Gaming Statute permits such venues seating more than 3,500 persons. The Parties acknowledge and agree that bars, lounges, common areas, hotel ballroom or other multi-use or meeting space within the gaming establishment or elsewhere at the Casino Site may be used for events, meetings or celebrations that include live entertainment.

1.2 In the event Wynn decides to build a live entertainment venue of the size or type described in 1.1 above at the Casino Site, it will, prior to taking substantial steps toward doing so, notify MPAC in writing describing its planned entertainment venue and promptly engage in good-faith discussions with MPAC and MPAC member venues to ensure compliance with the Gaming Statute.

2.0 Collaborative Efforts by Wynn, MPAC and MPAC Venues.

Wynn and MPAC agree to pursue some or all of the following initiatives with respect to MPAC Venues:

2.1 Wynn and one or more MPAC Venues may collaborate on reasonable "show your ticket stub" promotions, mutual member or patron discounts or other collaborative efforts to encourage visitation by MPAC Venue customers to the Casino Site and visitation by Wynn customers to the MPAC Venue.

2.2 Such other collaborative marketing and cross-promotional efforts as may be determined from time to time by and between Wynn and the MPAC Venue.

3.0 Enforcement.

3.1 The Parties agree that in the event of any uncured material breach of this Agreement by Wynn, MPAC may petition or otherwise communicate to the Commission its good-faith belief that such a material breach has occurred and seek enforcement by the Commission against Wynn under the provisions of the Gaming Statute, including but not limited to sections 23(b), 35 or 36 of the Gaming Statute.

3.2 The provisions of this Article 3 shall survive any termination or expiration of this Agreement.

4.0 Term and Termination.

The term of this Agreement shall commence on the Effective Date and shall continue until the earlier of (i) the mutual written agreement of all of the Parties or (ii) the date on which Wynn ceases gaming operations at the Casino Site.

5.0 Notices.

All notices or other communications required or permitted to be given under or by reason of this Agreement shall be in writing and shall be deemed to have been duly given on the date of personal delivery to or on the date of receipt at the addresses set forth in this Section 5.0 or at such other address that may be specified from time to time in writing the Party to whom notice is to be given. If mailed by first-class, postage prepaid, certified mail, return receipt requested, or if sent by a nationally recognized, overnight, express courier service providing evidence of receipt, such written notices shall be deemed to have been received (i) if sent by certified mail, as of the date set forth on the return receipt, (ii) if sent by overnight courier, as of the date of evidence of receipt. Notices, demands, and communications will, unless another address is specified in writing, be sent to the persons and at the addresses indicated below:

In the case of MPAC, to:

Massachusetts Performing Arts Coalition, Inc.
2 Southbridge Street
Worcester, MA 01608
Attn.: Troy Siebels, President

Copy to:

Peter J. Martin, Esq.
Bowditch & Dewey, LLP
311 Main Street
P. O. Box 15156
Worcester, MA 01615-0156

In the case of Wynn, to:

Wynn MA, LLC
c/o Wynn Resorts, Limited
3131 Las Vegas Blvd. South
Las Vegas, NV 89109

Attn: Kim Sinatra
Senior Vice President and General Counsel

6.0 Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns as permitted hereunder.

7.0 Choice of Law.

This Agreement shall be governed by, and construed according to, the laws of the Commonwealth of Massachusetts, without regard to any choice of law provisions thereof which would require application of the laws of another jurisdiction.

8.0 Execution in Counterparts.

This Agreement may be signed upon any number of counterparts with the same effect as if the signatures on all counterparts are upon the same instrument.

9.0 Severability; Captions.

In the event that any clause or provision of this Agreement should be held to be void, voidable, illegal, or unenforceable, the remaining portions of this Agreement shall remain in full force and effect. Headings or captions in this Agreement are added as a matter of convenience only and in no way define, limit or otherwise affect the construction or interpretation of this Agreement.

10.0 Interpretation.

Whenever a provision of this Agreement uses the term "include" or "including", that term shall not be limiting but shall be construed as illustrative. This Agreement shall be given a fair and reasonable interpretation of the words contained in it without any weight being given to whether a provision was drafted by one party of its counsel.

11.0 Entire Agreement; Amendment.

This Agreement contains all of the terms, promises, conditions and representations, made or entered into by and among the Parties, supersedes all prior discussions, agreements and memos, whether written or oral between and among the Parties, and constitutes the entire understanding of the Parties and shall be subject to modification or change only in writing and signed by all

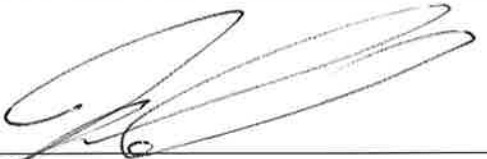
Parties. Notwithstanding the foregoing, in the event Wynn or any Affiliate of Wynn (as defined in the Gaming Statute) expands the existing Casino Site or adds another facility in the Commonwealth of Massachusetts, such expanded or additional site automatically and without further action by any Party shall be construed to be a Casino Site as defined herein and shall be subject to the terms of this Agreement.

13.0 Authority.

Each Party represents and warrants to the other Party that it has full power and authority to make this Agreement and to perform its obligations hereunder and that the person signing this Agreement on its behalf has the authority to sign and to bind that Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

MASSACHUSETTS PERFORMING ARTS COALITION, INC.

By: 
Troy Siebels, President

WYNN MA, LLC

By: 
Its: SVP, Authorized Signer

EXHIBIT A
MPAC VENUES

Symphony Hall, Springfield

The Hanover Theatre, Worcester

Lowell Memorial Auditorium

Cape Cod Melody Tent, Hyannis

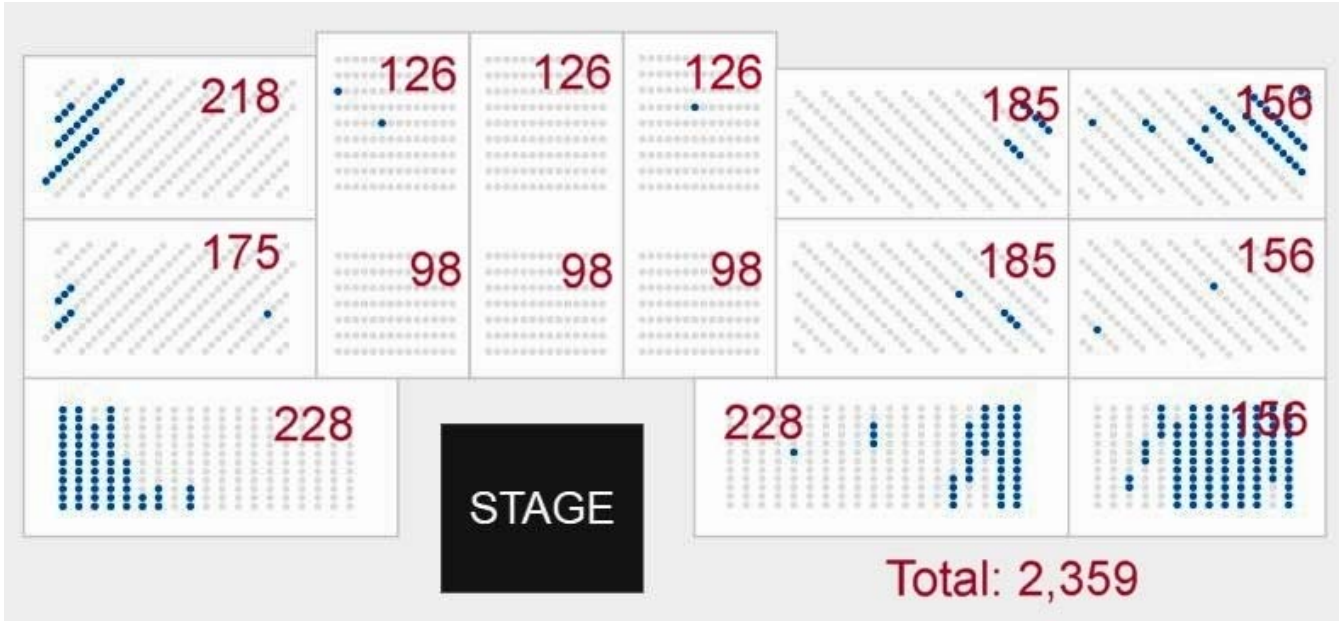
South Shore Music Circus, Cohasset

Lynn Auditorium

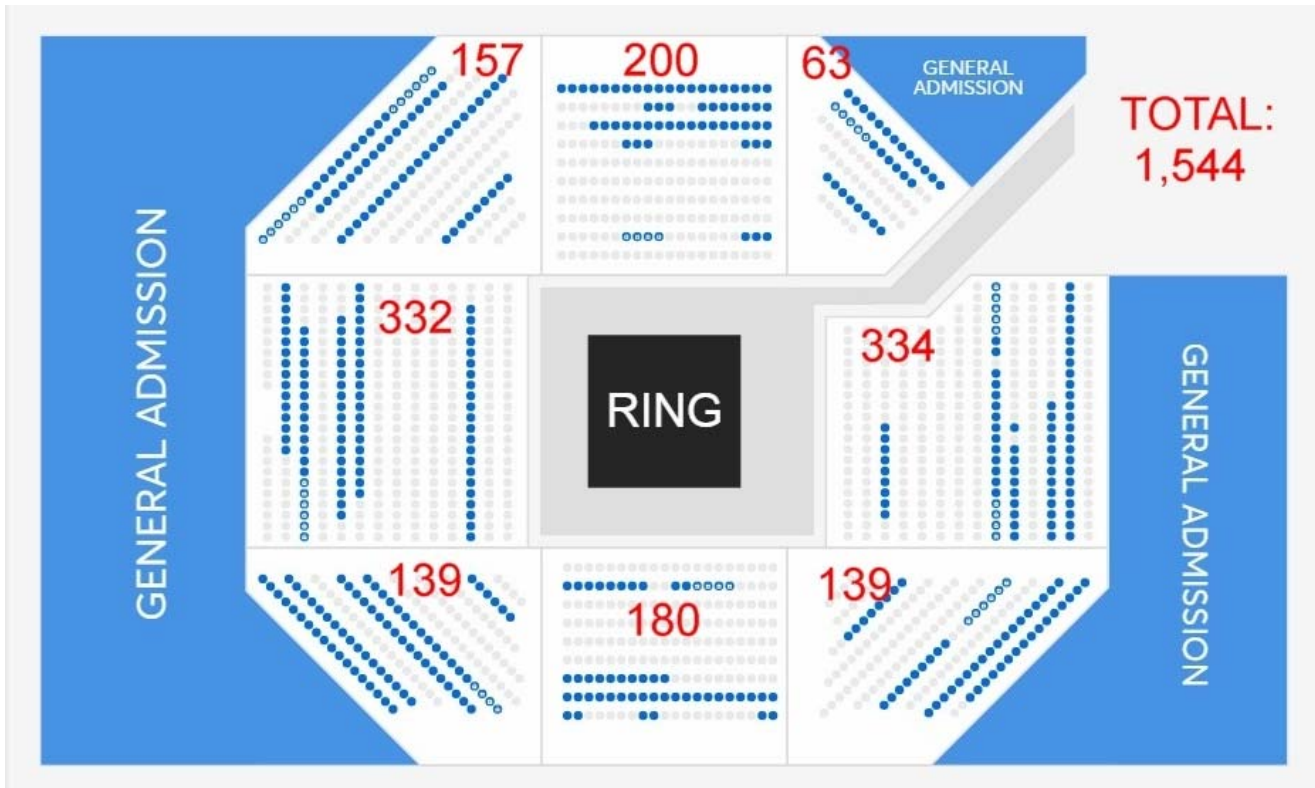
Zeiterion Theatre, New Bedford

Encore Boston Harbor Live Entertainment

Picasso Ballroom (3,400 capacity)

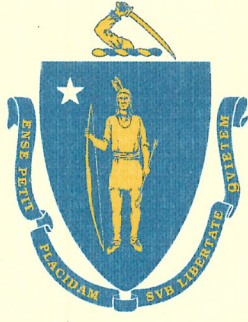


Ticketmaster seating chart: Straight No Chaser, Picasso Ballroom, December 20, 2019.



Ticketmaster seating chart: Combat Zone 75, Picasso Ballroom, March 17, 2022.

The Commonwealth of Massachusetts



A Proclamation

Whereas, To maximize the benefits of casino gaming in Massachusetts, we must tirelessly seek to minimize any potential harm, including problem gambling; and

Whereas, Research has proven that problem gambling affects over 110,000 Massachusetts residents and another 440,000 residents are at-risk of developing a problem; and

Whereas, Problem gambling disproportionately impacts some groups, but any Massachusetts resident, regardless of age, race, or ethnic background, can be affected; and

Whereas, Promoting an awareness month provides individuals in the problem gambling community with an opportunity to educate the public and policymakers about the social and financial effectiveness of services available for problem gambling; and

Whereas, Problem gambling is preventable and should include community-based prevention along with responsible gaming strategies that combine casino-based with public outreach and education strategies; and

Whereas, Problem gambling is treatable, and therefore treatment and other intervention strategies should be widely accessible for Massachusetts residents; and

Whereas, Research on gambling behaviors and problem gambling is necessary and informs effective prevention and treatment programs; and

Whereas, Numerous individuals, professionals, and organizations have dedicated themselves to educating the public about problem gambling and the availability and success of treatment,

Now, Therefore, I, Charles D. Baker, Governor of the Commonwealth of Massachusetts, do hereby proclaim March 1st to March 31st, 2022, to be,

PROBLEM GAMBLING DISORDER AWARENESS MONTH

And urge all the citizens of the Commonwealth to take cognizance of this event and participate fittingly in its observance.

Given at the Executive Chamber in Boston, this seventeenth day of February, in the year two thousand and twenty-two, and of the Independence of the United States of America, the two hundred and forty-fifth.

BY HIS EXCELLENCY

CHARLES D. BAKER
GOVERNOR OF THE COMMONWEALTH

KARYN E. POLITO
LT. GOVERNOR OF THE COMMONWEALTH

WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH

God Save the Commonwealth of Massachusetts

GameSense FY22 Second Quarter Presentation

March 3, 2022

Marlene Warner & Chelsea Turner

MA Council on Gaming and Health



*The MGM GameSense Crew
Showing their Holiday Spirit*

Today's Topics

Numbers Snapshot

Personnel Update

Magic Moments

Activities

Veterans

Trainings

Champion Awards

Communications Spotlight

PGAM Coming Soon

Numbers Highlights & More

Demonstrations and exchanges are up year over year at all 3 properties

The total number of VSEs are up by approximately 33% year over year (90 in FY22 vs. 61 in FY21)

Slightly more women engage in interactions and demonstrations than men at MGM and PPC and it's almost an even split at EBH

EBH skews the youngest and PPC the oldest when it comes to demonstrations and exchanges

The vast majority of demonstrations and exchanges take place between 12noon and 10 pm

PlayMyWay enrollments are trending down at PPC

EBH

<u>Type of Interaction:</u>	<u>FY</u>	<u>July</u>	<u>Aug.</u>	<u>Sept.</u>	<u>Oct.</u>	<u>Nov.</u>	<u>Dec.</u>
Simple Interaction:	FY21	4583	9498	8804	7335	4466	3124
	FY22	9658	8018	8342	7174	7659	6819
Demonstration:	FY21	51	175	2675	385	217	543
	FY22	992	851	2789	655	706	958
Exchange:	FY21	325	492	452	333	341	265
	FY22	618	396	452	265	177	266
Casino Related:	FY21	1567	4341	3452	2967	1799	1186
	FY22	3909	3524	3103	3481	4023	3886
VSEs:	FY21	8*	20*	18*	12*	8	9
	FY22	8	22	20	18	19	23
VSE Overnight:		1	3	3	2	7	3
Reinstatement Overnight:		0	2	1	1	1	0
Remote:		3	4	9	5	6	8
Reinstatements:	FY21	0	0	1	7	1	4
	FY22	3	9	6	6	5	3

MGM

	<u>Type of Interaction:</u>	<u>FY</u>	<u>July</u>	<u>Aug.</u>	<u>Sept.</u>	<u>Oct.</u>	<u>Nov.</u>	<u>Dec.</u>
	Simple Interaction:	FY21	1496	2876	2729	2573	1767	3509
		FY22	3660	4747	6446	4262	4129	3475
	Demonstration:	FY21	3	172	852	258	125	687
		FY22	1250	1222	2841	1015	773	820
	Exchange:	FY21	114	493	224	113	864	255
		FY22	403	443	494	554	432	519
	Casino Related:	FY21	1565	1398	1778	753	511	1739
		FY22	1411	1734	1968	1316	1133	1136
	VSEs:	FY21	2	11	12	9	3	1
		FY22	5	7	8	3	6	5
	Reinstatements:	FY21	4	3	5	6	3	0
		FY22	2	4	3	3	7	2

PPC

<u>Type of Interaction:</u>	<u>FY</u>	<u>July</u>	<u>Aug.</u>	<u>Sept.</u>	<u>Oct.</u>	<u>Nov.</u>	<u>Dec.</u>
Simple Interaction:	FY21	1509	3334	4184	2681	2354	2282
	FY22	3632	3983	4442	3784	3996	4096
Demonstration:	FY21	2	113	805	176	125	209
	FY22	302	263	1628	285	368	361
Exchange:	FY21	91	429	267	134	207	134
	FY22	359	427	387	281	311	294
Casino Related:	FY21	331	685	683	548	375	340
	FY22	570	527	576	464	623	511
VSEs:	FY21	2	4	2	7	6	6
	FY22	3	6	5	2	6	8
Reinstatements:	FY21	8	6	4	5	1	1
	FY22	0	7	3	2	2	3
PlayMyWay:	FY21	349	347	245	215	164	140
	FY22	125	127	120	104	84	62

Personnel Update

- Ken Averill was promoted to Senior GSA at PPC



*Ken,
Sr. GSA at PPC*

- 5 new GSAs; Total number of staff has remained flat



Ellen, GSA at MGM



Vivian, GSA at EBH



Mark, GSA at MGM



Jason, GSA at EBH



Ashley, GSA at PPC

Activities at the GSICs

- Halloween
- Breast Cancer Awareness
- Sports Upsets
- Veterans' Day
- Thanksgiving
- Holidays
- Toys for Tots
- Lots of GameSense / RG Trivia



QUESTION 1

In 1973, which female professional tennis player stunned the world by beating Bobby Riggs in the battle of the sexes?



- A) Martina Navritolova
- B) Billie Jean King
- C) Chris Evert Lloyd
- D) Margaret Court

ANSWER: B



In 1973, Billie Jean King shocked the sports world by defeating Bobby Riggs in the infamous “Battle of the Sexes”. The win put women’s equality and rights into the spotlight and encouraged generations of girls to compete with confidence.

Most sports commentators, and even female tennis star Chris Everett, predicted King would lose. The Las Vegas bookmakers also agreed.

GAMESENSE TIP: No matter what the bookmakers predict, or how good the odds may seem, only gamble with money you can afford to lose.

Veterans

- SEPT: Collaborated with Bedford VA on taping of 30 minute show entitled “Gambling and Military Service; an Unexpected Risk”.
- OCT: Senior GSAs Charlie Linh visited the Springfield Vietnamese Culture Association to present a bilingual GameSense presentation for a group of 50 South Vietnam veterans and held a tabling event at the center.
- NOV: Senior GSAs Amy and Charlie conducted an in-person presentation at the Walpole Counsel on Aging for 15 veterans who also identify as seniors.
- NOV: All GSICs run educational quizzes before and during Veterans Day that tie in research.
- Various magic moments



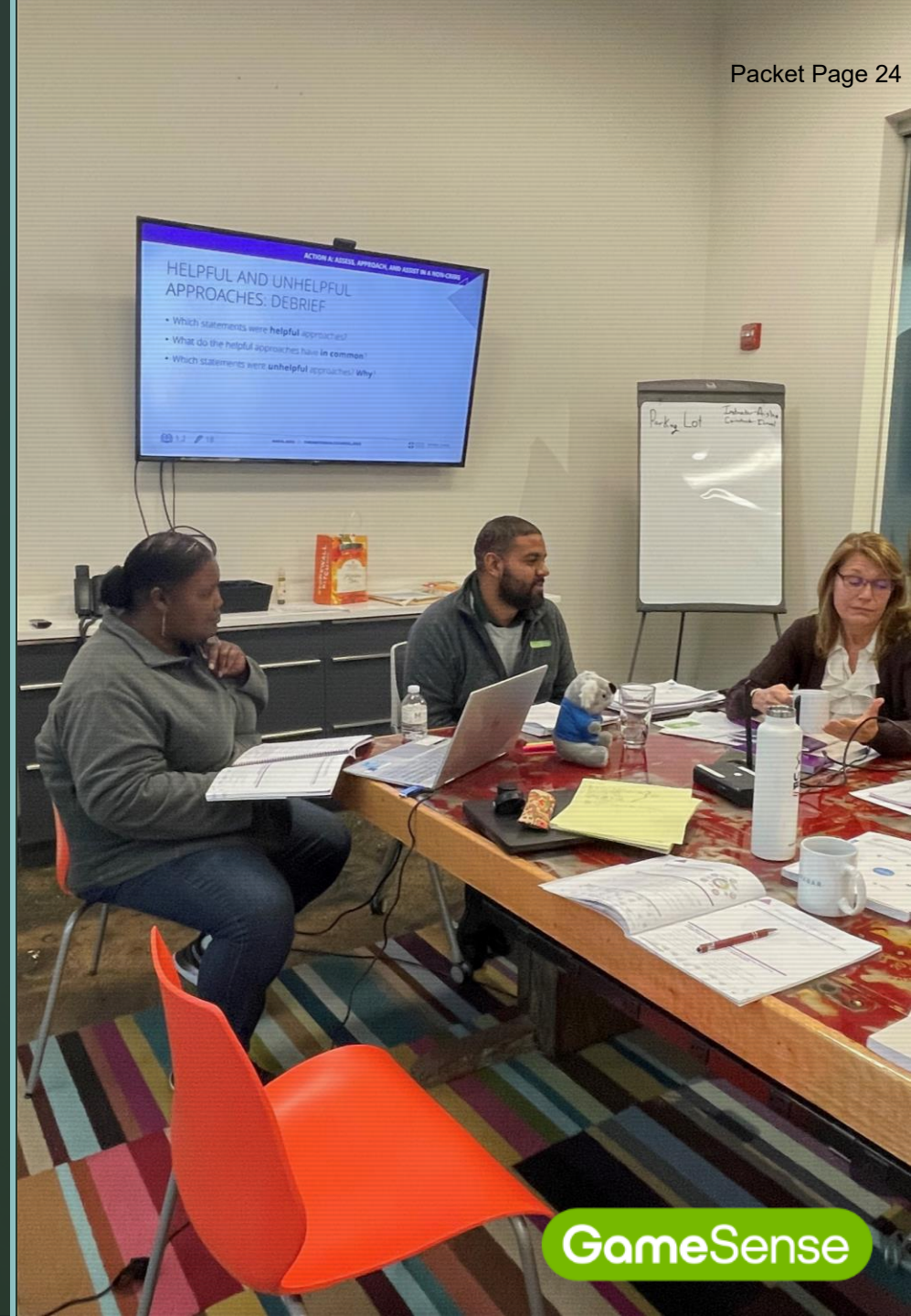
Kevin, Odessa & Charlie taping a show on Veterans and Gambling

Trainings for Casino Staff

- EBH: 13 RG sessions at New Hire Orientations (NHOs) were led by the GameSense team, reaching approximately 358 employees
- PPC: 8 trainings for new employees were held at PPC
- MGM: Plans underway to include GS in various MGM trainings

Mental Health First Aid Training

- GSA Aisha became a certified Mental Health First Aide trainer
- Full day training; pre-test and post-test
- Approximately half of the MACGH staff have been trained
- Goal: have all staff trained by end of FY22; offer the training to others in the future



Champion Awards



EBH

- *Jing Appello, Table Games*
- *Wilson Fleuranvil, Slots*
- *Alex Taylor, Beverage*

MGM

- *Jasmin Colon, Security*
- *Alena Ramos, Food & Beverage*
- *Aldo Hernandez, Security*

PPC

- *Jalil Evans-Carvalho, Food & Beverage*
- *Denise McGovern, Slots*
- *Daniel Giampa Player Services*

In the Press

DIGITAL

- State House News Service
- “More than 1,000 Asked To Be Banned from Casinos”

NEWSPAPER

- Boston Herald
- The Sun Chronicle

RADIO

- WBZ 1030

TELEVISION

- Channel 7 News
- Channel 22 News



Geo-Fencing and LiveChat

Sponsored

We can help you see the whole picture.

Struggling to see the whole picture when gambling? Our Advisors are available 24/7 to chat and can provide tips to help keep your play fun & safe.



GameSense

[Learn More](#)

Sponsored

When Gambling Stops Being Fun

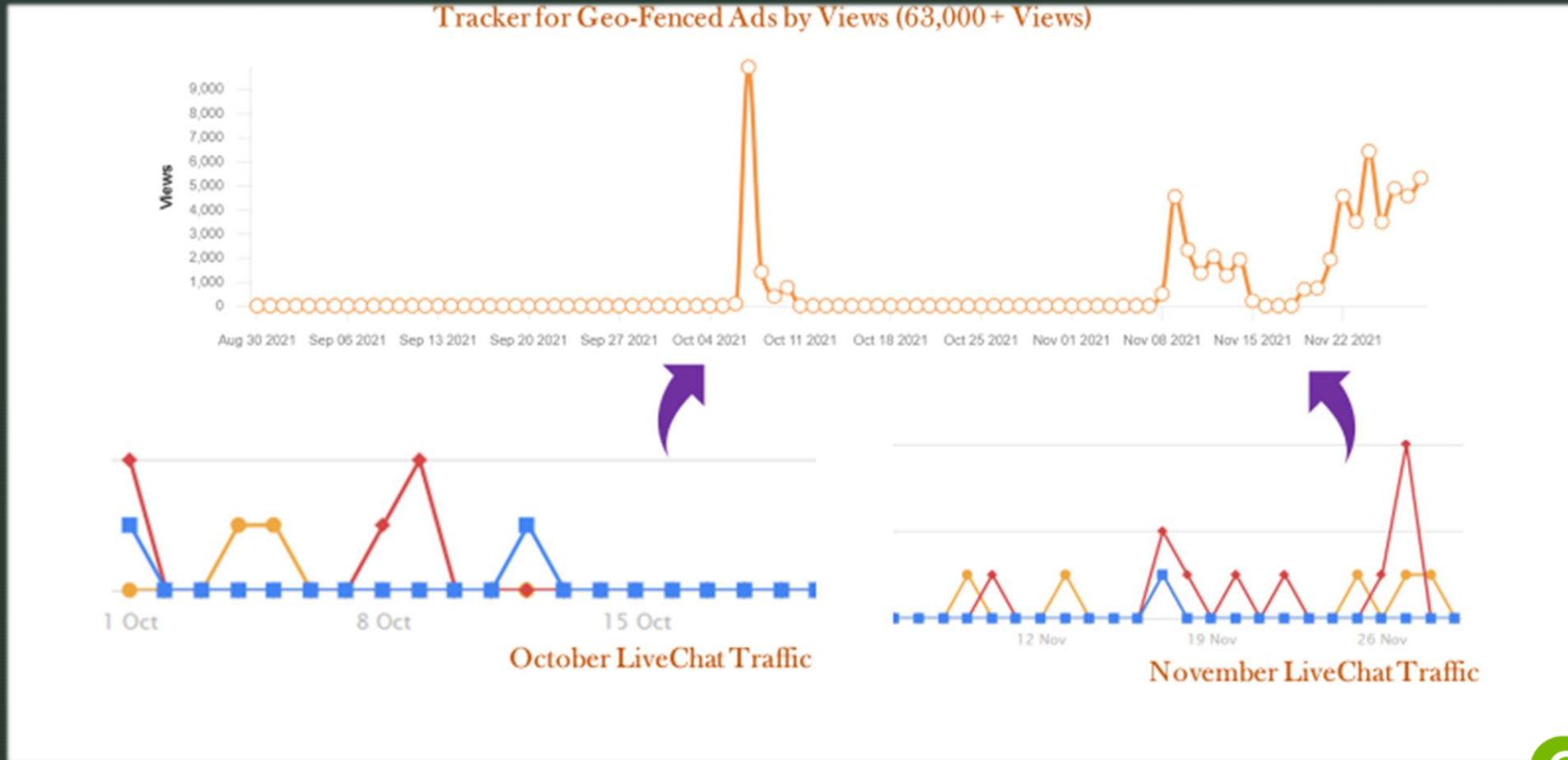
For most, gambling is a fun form of entertainment. But for some, it can become a problem and a source of stress. Have questions? LiveChat now, 24/7!



MACGH

[Learn More](#)

Geo-Fencing Ads Track with Increased Chat Volume & Remote VSE



LiveChat: 24/7 Engagement & Resource Tool

Example 1

A screenshot of a live chat interface. At the top right, it says "GameSense (MGM)". A blue message bubble from the advisor says, "Hello, my name is Sean I am a Gamesense advisor how can I help you this evening?". On the left, a dark grey bubble shows the time "06:13:43 pm". A light grey message bubble from the user says, "I decideded it was in my best intrest if i dont return to gambling! I have not gambled or smoked since Aug 24 2021". A second blue message bubble from the advisor says, "That's fantastic, I'm happy that you are taking the right steps". At the bottom right, there is a small circular icon with a green bar and a white bar.

Example 2

A screenshot of a live chat interface. At the bottom right, it says "GameSense (EBH)". Two light grey message bubbles from the user are visible: "I would like to exclude myself from gaming" and "I am close to losing everything I have worked for". A blue message bubble from the advisor says, "Hello, My name is Chris, I am a GameSense Advisor and I can help you with that.". At the bottom right, there is a small circular icon with a green bar and a white bar.

PGAM Underway!



Collaborative Effort!



Partnering w Promos

Social Media

Tabling

Interactive Activities

Generous Donations from Casinos

EBH Encore Essentials

Press Release

Trainings

PPC Intercom Announcements

PPC RG Tip of the Day

EBH

PGAM March 2022				
Monday	Tuesday	Wednesday	Thursday	Friday
	1 Table 10am-2pm iPad 5 quizzes & activities) Positive Play (QR) GSIC: Positive Play	2 Table 2pm-6pm iPad 5 quizzes & activities) Positive Play (QR) GSIC: VSE	3 Table 1pm-4pm iPad 5 quizzes & activities) Positive Play (QR) GSIC: March Madness	4 Table 4pm-8pm iPad 5 quizzes & activities) Positive Play (QR) GSIC: College Athletes
7 Table 11am-3pm iPad 5 quizzes & activities) VSE (QR) GSIC: VSE	8 Table 12pm-4pm iPad 5 quizzes & activities) VSE (QR) GSIC: March Madness	9 Table 4pm-8pm iPad 5 quizzes & activities) VSE (QR) GSIC: College Athletes	10 Table 6pm-10pm iPad 5 quizzes & activities) VSE (QR) GSIC: LRRG	11 Table 8pm-12am iPad 5 quizzes & activities) VSE (QR) GSIC: Positive Play
14 Table 11am-3pm iPad 5 quizzes & activities) March Madness (QR) GSIC: Positive Play	15 Table 12pm-4pm iPad 5 quizzes & activities) March Madness (QR) GSIC: VSE	16 Table 4pm-8pm iPad 5 quizzes & activities) March Madness (QR) GSIC: LRRG	17 Table 6pm-12am iPad 5 quizzes & activities) March Madness (QR) GSIC: College Athletes	18 Table 8pm-12am iPad 5 quizzes & activities) March Madness (QR) GSIC: March Madness
21 Table 11am-3pm iPad 5 quizzes & activities) College Athletes (QR) GSIC: LRRG	22 Table 12pm-4pm iPad 5 quizzes & activities) College Athletes (QR) GSIC: College Athletes	23 Table 4pm-8pm iPad 5 quizzes & activities) College Athletes (QR) GSIC: March Madness	24 Table 6pm-12am iPad 5 quizzes & activities) College Athletes (QR) GSIC: Positive Play	25 Table 8pm-12am iPad 5 quizzes & activities) College Athletes (QR) GSIC: VSE

MGM

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATU
2/28/22	03/01/22	03/02/22	03/03/22	03/04/22	03/05/22
X	GS TABLE IN EDR 11AM-3PM VSE QUIZ SWAG WHEEL LRRG QUIZ @ GSIC SECURITY PRE-SHIFT 7:00AM	LRRG QUIZ @ GSIC 12PM-4PM SWAG WHEEL	LRRG QUIZ @ GSIC 1PM-5PM SWAG WHEEL	LRRG QUIZ @ GSIC 4PM-6PM SWAG WHEEL	GS TABU 2PM-4PM VSE QUIZ SWAG WHEEL SECURITY TIME
MONDAY 3/07/22	TUESDAY 03/08/22	WEDNESDAY 03/09/22	THURSDAY 03/10/22	FRIDAY 03/11/22	SATU 03/12/22
POSITIVE PLAY & RIOS QUIZ @ GSIC 12PM-4PM SWAG WHEEL	POSITIVE PLAY & SCENARIOS QUIZ @ GSIC 1PM-5PM SWAG WHEEL	GS TABLE IN EDR 11AM-3PM GS 101 QUIZ SCREENING DAY SWAG WHEEL BEVERAGE PRE-SHIFT TIME TBD	POSITIVE PLAY & SCENARIOS QUIZ @ GSIC 2PM-6PM SWAG WHEEL	POSITIVE PLAY & SCENARIOS QUIZ @ GSIC 2PM-6PM SWAG WHEEL	GS TABU 4PM-6PM VSE QUIZ SWAG WHEEL BEVERAGE TIME
MONDAY 3/14/22	TUESDAY 03/15/22	WEDNESDAY 3/16/22	THURSDAY 3/17/22	FRIDAY 03/18/22	SATU 03/19/22
TABLE IN EDR 1PM-5PM IS 101 QUIZ SWAG WHEEL (E GAMES PRE-SHIFT TIME TBD)	MARCH MADNESS QUIZ @ GSIC 1PM-5PM SWAG WHEEL	MARCH MADNESS QUIZ @ GSIC 2PM-6PM SWAG WHEEL	MARCH MADNESS QUIZ @ GSIC 11AM-3PM SWAG WHEEL	MARCH MADNESS QUIZ @ GSIC 11AM-3PM SWAG WHEEL	GS TABU 2PM-4PM NCAA 5PC SWAG WHEEL TABLE GA 5PM TIME
MONDAY 3/21/22	TUESDAY 03/22/22	WEDNESDAY 03/23/22	THURSDAY 03/24/22	FRIDAY 03/25/22	SATU 03/26/22
INTRO QUIZ @ GSIC 2PM-6PM (E PRE-SHIFT TIME TBD)	PMW INTRO QUIZ @ GSIC 4PM-8PM SWAG WHEEL	GS TABLE IN EDR 12PM-4PM RESOURCES QUIZ SWAG WHEEL	PMW INTRO QUIZ @ GSIC 1PM-5PM SWAG WHEEL SLOTS PRE-SHIFT TIME TBD	PMW INTRO QUIZ @ GSIC 2PM-6PM SWAG WHEEL	GS TABU 4PM-6PM RESOURCES QUIZ SWAG WHEEL
MONDAY 3/28/22	TUESDAY 03/29/22	WEDNESDAY 03/30/22	THURSDAY 03/31/22	FRIDAY 04/01/22	SATU 04/02/22
INTRO QUIZ @ GSIC 12PM-4PM SWAG WHEEL W ROLLOUT?	GS TABLE IN EDR 11AM-3PM PMW TUTORIAL SWAG WHEEL	GS TABLE IN EDR 1PM-5PM PMW TUTORIAL SWAG WHEEL	PMW INTRO QUIZ 1PM-5PM SWAG WHEEL CAGE PRE-SHIFT TIME TBD	X	

PPC

PGAM March 2022				
Monday	Tuesday	Wednesday	Thursday	Friday
	1. LLRG	2. LLRG	3. LLRG	4. LLRG
		Table 10am-12pm iPad 4 quizzes & activities) VSE (QR) Vending Machine		Table 6pm-8pm iPad 4 quizzes & activities) VSE (QR) Vending Machine
7. Positive Play	8. Positive Play	9. Positive Play Table 1pm-3pm iPad 4 quizzes & activities) GameSense 101 (QR) Vending Machine	10. Positive Play	11. Positive Play
14. March Madness	15. March Madness	16. March Madness Table 4pm-6pm iPad 4 quizzes & activities) March Madness (QR) Vending Machine	17. March Madness	18. March Madness Table 12pm-2pm iPad 4 quizzes & activities) March Madness Vending Machine
21. PMW	22. PMW	23. PMW Table 8pm-10pm iPad 4 quizzes & activities) Resources (QR) Vending Machine	24. PMW	25. PMW Table 5pm-7pm iPad 4 quizzes & activities) Resources (QR) Vending Machine
28. PMW	29. PMW	30. PMW Table 3pm-5pm iPad 4 quizzes & activities) Resources (QR) Vending Machine	31. PMW	

Digital Signage

LOTS GOING ON!



Tying in the Research

- Positive Play
- Lower-Risk Gambling Guidelines
- SEIGMA





PlayMyWay Coming to MGM!

Any
Questions?
Thank you
for your
time!



Morgan Lewis

Jonathan M. Albano

Partner
+1.617.951.8360
jonathan.albano@morganlewis.com

February 18, 2022

VIA EMAIL: karen.wells@massgaming.gov

Ms. Karen Wells
Executive Director
Massachusetts Gaming Commission
12th Floor
101 Federal Street
Boston, MA 02110

Re: Request of VICI Properties Inc. ("VICI REIT"), MGM Resorts International ("MGM"), and MGM Growth Properties, LLC ("MGP") for Approval of Transfer

Dear Director Wells:

We are writing on behalf of VICI REIT, MGM, MGP, and their applicable affiliates (collectively, the "Applicants") regarding the pending application pursuant to 205 CMR 116.10 for Interim Authorization of VICI's acquisition of MGP (the "Transaction").¹

As the Applicants previously advised, on August 4, 2021, the Applicants entered into a Master Transaction Agreement ("MTA"), pursuant to which and subject to receipt of the required regulatory approvals, VICI REIT will acquire MGP (inclusive of all MGP's subsidiaries) for total consideration of \$17.2 billion (inclusive of the assumption of approximately \$5.7 billion of net debt). As a result of the Transaction, VICI REIT will become the indirect owner of MGP Lessor LLC ("MGP Lessor"), which is now and will remain the ultimate holder of the beneficial interests of the approximately 14-acre real estate parcel and improvements thereon (the "Springfield Property") on which Blue Tarp operates its Category 1 gaming establishment. By this letter, the Applicants request that the Massachusetts Gaming Commission (the "Commission") approve the form of trust enclosed herewith as compliant with G.L. c. 23K, § 23(c) and 205 CMR 116.10.

A. Overview of VICI Properties Inc.

VICI REIT is a Maryland corporation and a passive real estate investment trust that is primarily engaged in the business of passively owning and acquiring gaming, hospitality and entertainment

¹ The Applicants have requested Final Approval of the proposed transaction upon the Commission's suitability determination of all entity and natural person qualifiers designated by the Investigation and Enforcement Bureau ("IEB"). VICI has submitted the required RFA-1 applications and has been advised that the IEB is conducting a suitability investigation.

Morgan, Lewis & Bockius LLP

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Ms. Karen Wells
 February 18, 2022
 Page 2

destinations, subject to long-term triple net leases pursuant to which VICI REIT's subsidiaries are passive landlords. VICI REIT's national, geographically diverse real estate portfolio currently consists of 28 market leading properties.

Through its subsidiaries, VICI REIT presently leases properties to subsidiaries of Caesars Entertainment, Inc., Penn National Gaming, Inc., Hard Rock International, Century Casinos, Inc. and JACK Entertainment, all of which are leading owners and operators of gaming, entertainment and leisure properties. VICI REIT's long-term triple-net lease agreements with each of these operators provides a highly predictable revenue stream in the form of rent and leaves all operational control of the properties (including responsibility for real estate taxes, insurance, utilities, and maintenance) with the applicable tenants.

B. The Proposed Transaction

Under the terms of the MTA, holders of MGP's publicly traded (Class A) shares will receive 1.366 shares of newly issued VICI REIT stock in exchange for each Class A share of MGP. MGM will receive \$43.00 per unit in cash for the redemption of the majority of its holdings of MGP Operating Partnership units ("OP Units") for total cash consideration of approximately \$4.4 billion. MGM also will also retain approximately 12 million units in a newly formed operating partnership of VICI REIT.

Simultaneous with the closing of the Transaction, MGP Lessor (which, upon the closing of the Transaction will be a subsidiary of VICI REIT) will enter into an amended and restated triple-net master lease with MGM Lessee, LLC (which will remain a wholly owned subsidiary of MGM following closing of the Transaction) for the real estate assets presently subject to the master lease between MGM Lessee, LLC and MGP Lessor. This amended and restated triple-net master lease will have an initial total annual rent of \$860.0 million and an initial term of 25 years, with three 10-year tenant renewal options (i.e. 55 years in total). Rent will escalate at a rate of 2.0% per annum for the first 10 years and thereafter at the greater of 2.0% per annum or the consumer price index, subject to a 3.0% cap.

VICI REIT's tax status as a real estate investment trust places limitations and restrictions on its activities that require VICI REIT remain a passive owner of real estate not engaged in operating the underlying business. To that end, the leases that VICI REIT's subsidiaries have entered into with the other operating tenants and the amended and restated triple-net master lease to be entered into upon the closing of the Transaction universally ensure that the relationship between the parties is strictly that of a passive landlord and tenant with the tenant (not landlord) having the right to possess and use the leased property.² The agreements further preclude VICI REIT as landlord from operating, controlling or participating in the conduct of gaming operations at the facilities subject to the lease³ and obligates the tenant to pay all costs associated with the properties, including insurance, utilities, maintenance.⁴

² For example, see Section 6.1 in the agreed upon form of the Amended and Restated Master Lease for the MGM leased properties (the "Master Lease"), a copy of which accompanies this letter.

³ See *e.g.*, Section 7.2(a) of the Master Lease.

⁴ See *e.g.*, Section 3.4 and Article IV of the Master Lease.

Ms. Karen Wells
 February 18, 2022
 Page 3

C. The Applicants' Request for Approval of the Trust

As an initial step in connection with Interim Authorization, the Applicants seek approval of the form of the Amended and Restated Springfield Nominee Trust Declaration of Trust (the "Amended Trust"). This proposed Amended Trust is simply an amended version of the existing Springfield Nominee Trust Declaration of Trust already approved by the Commission on June 24, 2021 (the "Existing Trust"), with respect to the MGM-MGP transaction and for which Interim Authorization was granted on October 26, 2021. Consistent with the Existing Trust already approved by the Commission, the Amended Trust provides that if, after granting Interim Authorization, the Commission finds reasonable cause to believe that VICI REIT or any of its applicable subsidiaries or controlled entities are unsuitable, MGP Lessor (which, as noted, will be a VICI REIT entity after Interim Authorization) shall promptly transfer the Springfield Property to the Trustee. Amended Trust, §§ 2(K) and 3(F); *see also* Existing Trust, § 2(K). Upon such transfer, (i) the Trustee shall exercise all rights incident to ownership of the Springfield Property subject to the terms of the Amended Trust (including a prohibition against any sale of the Springfield Property without prior Commission approval); (ii) MGP Lessor will have no right to participate in rent accrued or paid; and (iii) all rent will be held in escrow by the Trustee. Amended Trust, § 5; *see also* Existing Trust, § 4. The Amended Trust further provides (as does the Existing Trust) that, in the event of a subsequent final positive determination of suitability of VICI REIT and its applicable subsidiaries and controlled affiliates, the Trustee shall transfer the Springfield Property to MGP Lessor along with all accrued rent. Amended Trust, § 5(i); *see also* Existing Trust, § 4(i). In the unlikely event of a final negative determination of suitability pursuant to 205 CMR 115, the Amended Trust directs the trustee to transfer title to the Springfield Property back to Blue Tarp (or its designee) just as the Existing Trust does. *See* Amended Trust, § 5(ii); *see also* Existing Trust, § 4(ii). Like the existing Trust, the Amended Trust otherwise meets all the requirements of 205 CMR 116.10(6).

For these reasons and consistent with the Commission's approval of the Existing Trust, the Applicants respectfully request that the Commission approve the form of the Amended Trust. Thank you for your consideration of this request. The Applicants look forward to presenting additional information to the Commission on March 3, 2022, and to addressing any questions that the Commission or staff may have.

Very truly yours,

/s/ Jonathan M. Albano

/s/ Jed M. Nosal

Jonathan M. Albano
 Counsel for VICI REIT

Jed M. Nosal
 Counsel to MGM and MGP

JMA/kas
 Enclosures

c: Loretta M. Lillios, Director, Investigations and Enforcement Bureau
 Todd Grossman, General Counsel
 Heather Hall, Chief Enforcement Counsel and Assistant Director

VICI • MGM • MGP
MASSACHUSETTS GAMING COMMISSION
MARCH 3, 2022



Springfield
DOWNTOWN
MGM

MGM Way
State St

P
MGM

South End
MARKET

SINO

TRANSACTION OVERVIEW

MGM GROWTH PROPERTIES LLC ACQUISITION OF MGM SPRINGFIELD

- MGM Growth Properties LLC (“MGP”) sought and received interim authorization for the acquisition by MGP of the real property of MGM Springfield in October 2021
- Approval of current trust agreement obtained in June 2021
- Currently MGM Springfield reDevelopment, LLC owns the real property associated with MGM Springfield and MGP Lessor, LLC is the tenant to MGM Springfield reDevelopment, LLC and the landlord to MGM Lessee, LLC, which has an operating sublease with Blue Tarp reDevelopment, LLC



VICI PROPERTIES INC. ACQUISITION OF MGM GROWTH PROPERTIES LLC

- VICI Properties Inc. (“VICI”) to acquire MGP for a total consideration of approximately \$17.2Bn, including stock, cash distributed to MGM as described below, and \$5.7Bn of debt
 - All-stock consideration for the 58% fully diluted MGP Class A shareholders, who will receive VICI stock at a fixed exchange ratio of 1.366x, which represents an agreed upon price of \$43.00 per share based on VICI’s trailing 5-day VWAP of \$31.47 as of July 30, 2021
 - MGM’s MGP OP units to be redeemed for approximately \$4.4Bn in cash consideration at a value of \$43.00 per MGP OP unit, with MGM retaining an interest that will be converted into approximately 12MM VICI OP units at an exchange ratio of 1.366x
 - VICI will assume MGP’s outstanding debt

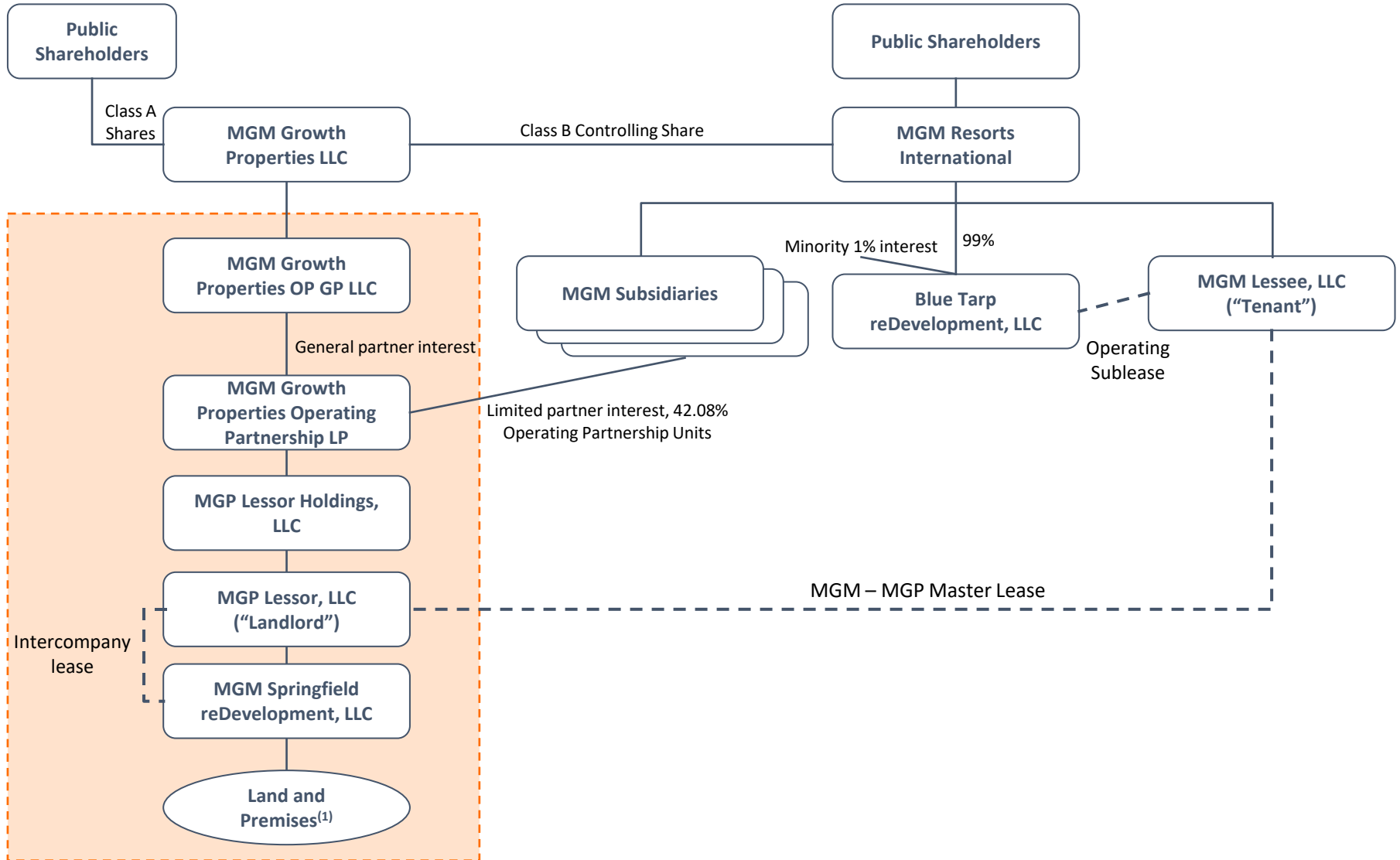
VICI



MGM GROWTH
PROPERTIES™

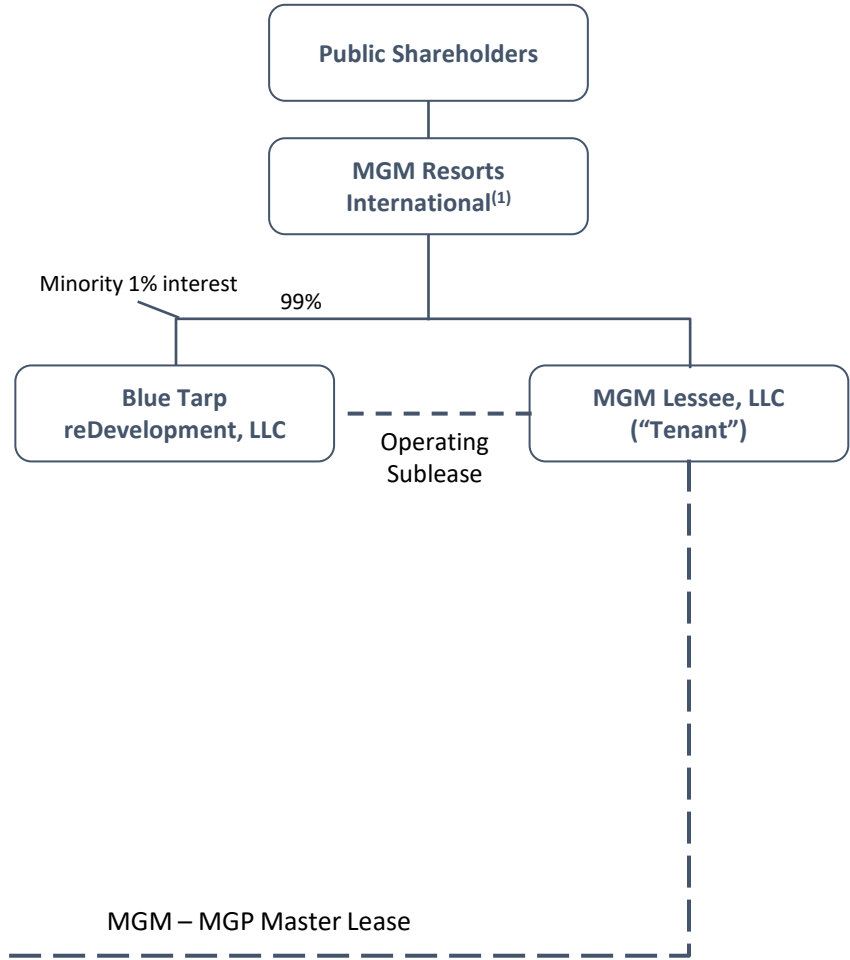
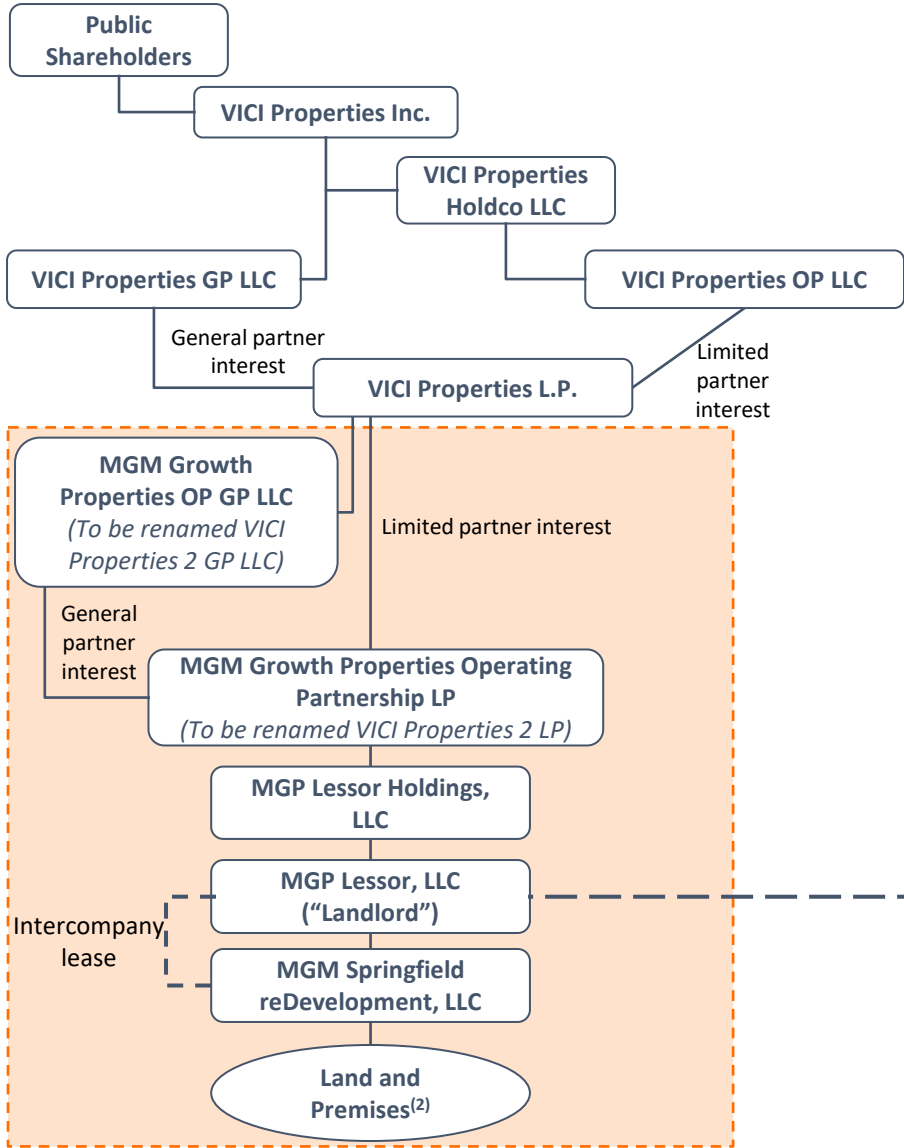
VICI

CURRENT STRUCTURE



Note: Respective organizations of VICI, MGM and MGP are shown above in relevant part.
 (1) MGM Springfield reDevelopment LLC is the owner of the real estate property (land and premises) relating to MGM Springfield.

PROPOSED STRUCTURE



Note: Respective organizations of VICI, MGM and MGP are shown above in relevant part.

(1) MGM (and certain of its subsidiaries, including Blue Tarp reDevelopment, LLC) collectively retaining an interest that will be converted into approximately 12MM VICI OP units at an exchange ratio of 1.366x

(2) MGM Springfield redevelopment, LLC is the owner of the real estate property (land and premises) relating to MGM Springfield.

SUMMARY LEASE COMPARISON

- In connection with the proposed closing of the acquisition by VICI of MGP, the existing master lease between MGM and MGP will be amended and restated.
- The amended and restated master lease will not include any changes to the parties to the lease; MGP Lessor, LLC remains the passive landlord entity that owns and leases the real property associated with MGM Springfield (among other properties) to MGM Lessee, LLC.
- The amended and restated master lease will continue to provide the tenant with control over the leased property (including the real property associated with MGM Springfield) during the term of the amended and restated master lease; the below excerpts from Section 9.3 of the amended and restated master lease are illustrative:
 - *Tenant, at its expense and without the prior consent of Landlord, shall maintain the Leased Property and every portion thereof, and all private roadways, sidewalks and curbs appurtenant to the Leased Property, and which are under Tenant’s or any subtenant’s control in reasonably good order and repair whether or not the need for such repairs occurs as a result of Tenant’s or any subtenant’s use, any prior use, the elements or the age of the Leased Property, and, with reasonable promptness, make all reasonably necessary and appropriate repairs thereto of every kind and nature, including those necessary to ensure continuing compliance with all Legal Requirements, whether interior or exterior, structural or non-structural, ordinary or extraordinary, foreseen or unforeseen or arising by reason of a condition existing prior to the Commencement Date. Tenant shall maintain Tenant’s Property (except Intellectual Property which is subject to Section 6.3 [of the amended and restated master lease]) as Tenant reasonably determines is necessary or desirable for conduct of the Primary Intended Use at the Facilities.*
 - *Landlord shall not under any circumstances be required to (i) build or rebuild any improvements on the Leased Property; (ii) make any repairs, replacements, alterations, restorations or renewals of any nature to the Leased Property, whether ordinary or extraordinary, structural or non-structural, foreseen or unforeseen, or to make any expenditure whatsoever with respect thereto; or (iii) maintain the Leased Property in any way. Tenant hereby waives, to the extent permitted by law, the right to make repairs at the expense of Landlord pursuant to any law in effect at the time of the execution of this Master Lease or hereafter enacted.*
- Pursuant to Section 10.1 of the amended and restated master lease, the tenant will continue to have the same broad rights and responsibilities to make capital improvements subject to the minimum capital expenditure requirements set forth in Section 9.1(c) of the amended and restated master lease, which are consistent with the existing lease.

	Existing MGM / MGP Master Lease	Amended & Restated MGM/MGP Master Lease
Current Rent	\$872mm	\$860mm ⁽¹⁾
Escalators	Fixed 2% (Subject to 6.25x revenue hurdle)	Fixed 2% during years 1-10 Greater of 2% and CPI (capped at 3%) commencing year 11
Percentage Rent Mechanics	1.4% of average net revenue of prior 5 calendar year period	None
Initial Term Expiration	April 2026	2047
Initial Lease Term Lease Extension Options	10-year initial lease term Four 5-year renewal options	25-year initial lease term Three 10-year renewal options
CapEx Requirements	1% of Net Revenues (including gaming equipment)	No change



⁽¹⁾ To be reduced by \$90mm to \$770mm upon the removal of the Mirage property from the Master Lease following the closing of the purchase of the operations of the Mirage property by Hard Rock, which transaction is pending customary closing conditions and is subject to regulatory approval (not required in Massachusetts)

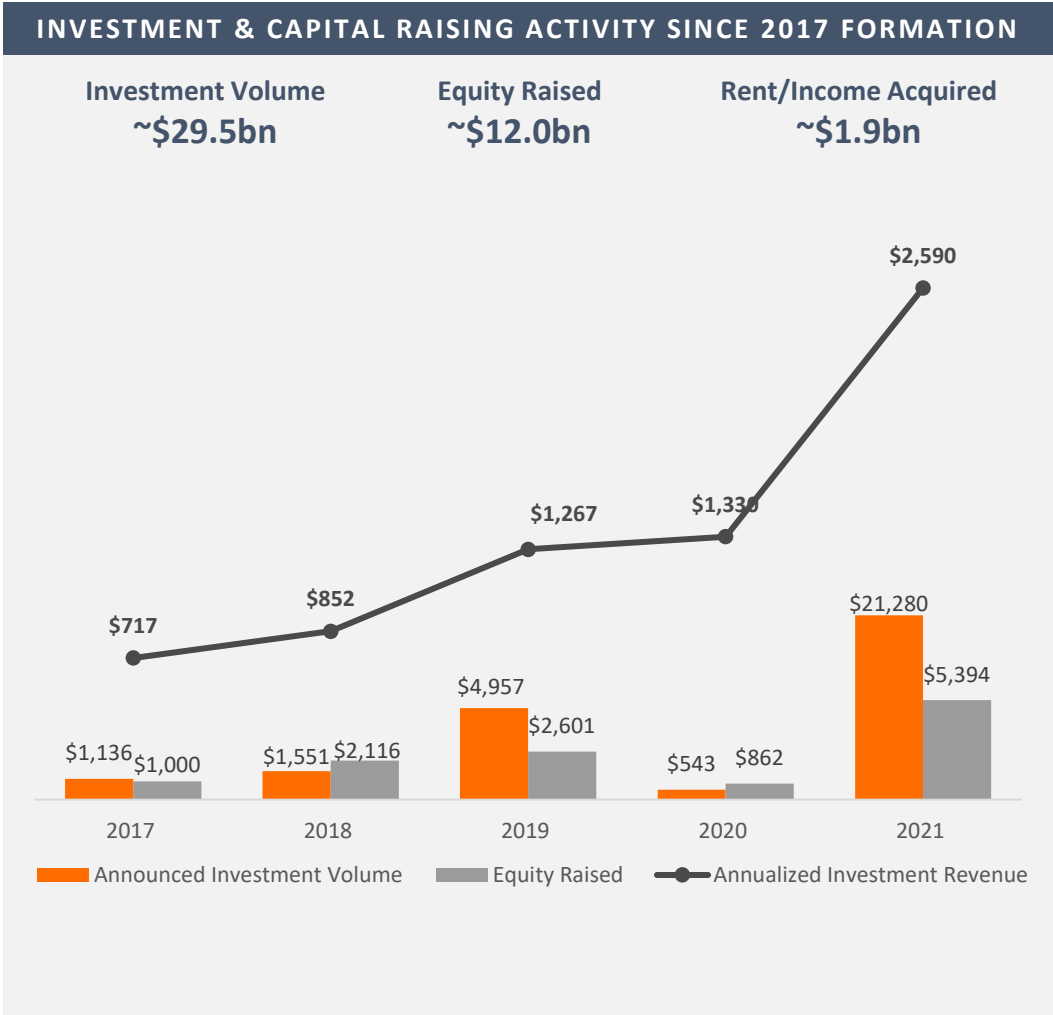
INTRODUCTION TO VICI PROPERTIES

VICI PROPERTIES INC. (NYSE: VICI) IS A TRIPLE NET REIT THAT OWNS THE LARGEST PORTFOLIO OF MARKET-LEADING GAMING, HOSPITALITY AND ENTERTAINMENT DESTINATIONS AND ACTS AS PASSIVE LANDLORD TO VARIOUS GAMING OPERATORS

PORTFOLIO DATA

43 Properties	15 States	~3.8mm Casino SF
~58K Hotel Rooms	63K+ Gaming Units	
29	Properties Acquired in 10 Markets Since October 2017 Formation	

TENANT OPERATORS



VICI PORTFOLIO (PRO FORMA FOR ACQUISITION OF MGP)

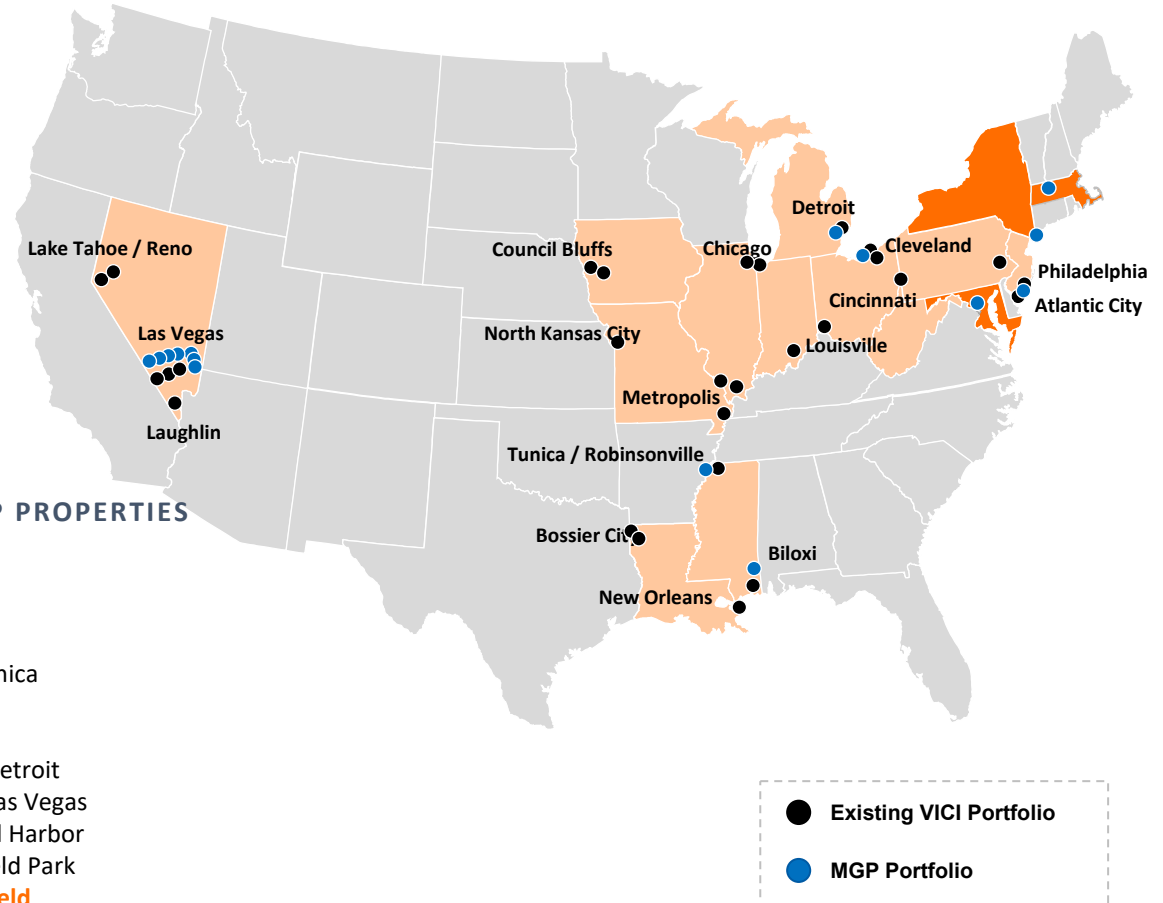
VICI IS THE PASSIVE LANDOWNER OF 3 PROPERTIES ON THE LAS VEGAS STRIP AND 25 REGIONAL ASSETS – WITH THE ACQUISITION OF MGP, VICI WILL ADD 7 LAS VEGAS STRIP PROPERTIES AND 8 REGIONAL ASSETS

EXISTING VICI PROPERTIES

1. Caesars Atlantic City
2. Caesars Palace Las Vegas
3. Caesars Southern Indiana
4. Century Casino Cape Girardeau
5. Century Casino Caruthersville
6. Greektown Casino
7. Hard Rock Cincinnati
8. Harrah's Atlantic City
9. Harrah's Council Bluffs
10. Harrah's Gulf Coast
11. Harrah's Joliet
12. Harrah's Lake Tahoe
13. Harrah's Las Vegas
14. Harrah's Laughlin
15. Harrah's Metropolis
16. Harrah's New Orleans
17. Harrah's North Kansas City
18. Harrah's Philadelphia
19. Harvey's Lake Tahoe
20. Horseshoe Bossier City
21. Horseshoe Council Bluffs
22. Horseshoe Hammond
23. Horseshoe Tunica
24. JACK Cleveland
25. JACK Thistledown Racino
26. Margaritaville Bossier City
27. Mountaineer Casino
28. Venetian Resort Las Vegas

EXISTING MGP PROPERTIES

1. Beau Rivage
2. Borgata
3. Empire City
4. Excalibur
5. Gold Strike Tunica
6. Luxor
7. Mandalay Bay
8. MGM Grand Detroit
9. MGM Grand Las Vegas
10. MGM National Harbor
11. MGM Northfield Park
12. **MGM Springfield**
13. Mirage
14. New York-New York and The Park
15. Park MGM



PROPOSED FORM OF AMENDED TRUST

- Commission approved the form of the existing Springfield Nominee Trust Declaration of Trust on June 24, 2021
- Applicants propose amending the existing trust solely to reflect VICI’s acquisition of the Beneficiary – MGP Lessor, LLC
- Applicants’ proposed trustee is Carl Sottosanti
 - Carl was previously licensed by the Commission and is completing the licensure process in connection with his proposed role in this transaction
- Like the existing Trust, the amended Trust continues to meet all the requirements of 205 CMR 116.10

Required Trust Provisions	Applicable Trust Provision
(6)(a) A provision for the transfer of the Springfield Property into the trust pending a final suitability determination	Amended Trust, §§ 2(K) and 3(F); see also Existing Trust, § 2(K)
(6)(b) A provision for the transfer of the Springfield Property out of the trust upon a final suitability determination	Amended Trust, § 5; see also Existing Trust, § 3
(6)(c) A provision identifying the trustee	Amended Trust,- Recitals and § 4; see also Existing Trust, Recitals
(6)(c) A provision requiring the trustee to apply and be found qualified	Amended Trust, § 12
(6)(d) A provision identifying the trustee’s compensation	Amended Trust, § 6; see also Existing Trust, § 4

PROPOSED TRUSTEE: CARL SOTTOSANTI



Carl Sottosanti

Former Executive Vice President and General Counsel, Penn National Gaming, Inc.

Carl Sottosanti served as Executive Vice President and General Counsel of Penn National Gaming, Inc. (NASDAQ: PENN), a company with 44 gaming facilities in 20 jurisdictions, a growing online gaming/media business and a \$17 billion market cap. Carl joined Penn in May 2003 and focused primarily on M & A, gaming development opportunities, corporate governance, commercial transactions, compliance and labor/employment. The recent Barstool Sports and Pinnacle Entertainment acquisitions are among the many large transaction he led at Penn.

Carl also served as Corporate Secretary at Penn. In that role, he coordinated Board activity as well as Committee responsibilities (Audit, Compliance, Compensation and Corporate Governance). In terms of gaming compliance matters, Carl established close relationships with regulators in all of the Company's jurisdictions, facilitating prompt and practical resolution of difficult regulatory and business issues.

Prior to joining Penn, Carl worked at two other public companies (GC at Sanchez Computer Associates, a leading international banking software company and Salient Three Communication, a diversified telecom company). He began his career with a large Philadelphia law firm. Carl has extensive teaching and lecturing experience on gaming and business law topics. Carl graduated magna cum laude from Villanova University where he was elected to Phi Beta Kappa and he received his JD from Villanova University School of Law, where he was an Editor on the Law Review and graduated cum laude.

Carl currently sits on the advisory board of a number of gaming and technology start-ups, the FUBO Gaming Board, the Villanova University School of Law Sports Law Board and the Executive Committee Board of the Berks County YMCA.

**AMENDED AND RESTATED
SPRINGFIELD NOMINEE TRUST
DECLARATION OF TRUST**

**dated as of August 10, 2021
amended and restated as of _____, 2022**

Patrick Madamba, having a mailing address at c/o MGM Resorts International, 3600 Las Vegas Boulevard South, Las Vegas, NV 89109 (the “**Original Trustee**”), hereby declares that he and his successors in trust hereunder will hold, upon the terms herein set forth, any and all property that may be conveyed to him as Trustee hereunder for the benefit of MGP Lessor, LLC, a Delaware limited liability company, the ultimate holder of the beneficial interests herein (the “**Beneficiary**”), subject to the terms and provisions set forth herein described in paragraphs 2 and 3 below. The term “**Trustee**”, wherever used herein, shall include the Original Trustee, the “**Successor Trustee**” (as defined below) or such other person or persons who hereafter are serving as Trustee or Trustees hereunder, and the rights, powers, authority and privileges granted hereunder to any Trustee may be exercised by such person(s) subject to the provisions hereof.

1. Name. The name of this trust shall be “**SPRINGFIELD NOMINEE TRUST.**”

2. First Contractual Transfer.

A. MGM Springfield reDevelopment, LLC, a Massachusetts 121A limited liability company (the “**121A Entity**”), owns certain real property located at One MGM Way, Springfield, MA 01103 (the “**Springfield Property**”).

B. The 121A Entity, as landlord, leases the Springfield Property to Blue Tarp reDevelopment, LLC, a Massachusetts limited liability company (“**Blue Tarp**”), as tenant, pursuant to that certain Ground Lease by and between the 121A Entity, as landlord, and Blue Tarp, as tenant, dated as of August 8, 2018 (as may be amended and assigned from time to time, “**Ground Lease**”);

C. As of the date hereof, Blue Tarp continues to operate the “MGM Springfield” on the Springfield Property;

D. On or about May 11, 2021, Blue Tarp, MGP Lessor Holdings, LLC, a Delaware limited liability company (“**Landlord Holdings**”), the Beneficiary, MGM Growth Properties Operating Partnership LP, a Delaware limited partnership (the “**MGP OP**”), MGM Growth Properties LLC, a Delaware limited liability company (“**MGP**”), MGM Resorts International, a Delaware corporation (“**MGM**”), and MGM Lessee, LLC, a Delaware limited liability company (the “**Tenant**”), have entered into a Master Transaction Agreement (the “**MGM/MGP MTA**”).

E. The Beneficiary, as landlord, and the Tenant, as tenant, are parties to that certain Master Lease, dated as of April 25, 2016 (as amended and as the same may be further amended, supplemented or otherwise modified from time to time, the “**Master Lease**”);

F. Upon the closing of the MGM/MGP MTA (the “**First Closing Date**”), (i) Blue Tarp and the MGP OP entered into an Assignment and Assumption of Ground Lease (the “**Blue Tarp Ground Lease Assignment**”), pursuant to which Blue Tarp assigned, transferred and conveyed to the MGP OP, and the MGP OP accepted from Blue Tarp, all of Blue Tarp’s right, title and interest in and to the Ground Lease, including all of the Blue Tarp’s right, title and interest in and to the Springfield Property, pursuant to the Ground Lease and (ii) Blue Tarp and the MGP OP entered into an Assignment and Assumption of Membership Interests (the “**Blue Tarp 121A Entity Assignment**”), pursuant to which Blue Tarp assigned, transferred and conveyed to the MGP OP, and the MGP OP accept from Blue Tarp, all of Blue Tarp’s right, title and interest in and to the 121A Entity;

G. On the First Closing Date and immediately following the Blue Tarp Ground Lease Assignment and the Blue Tarp 121A Entity Assignment, (i) the MGP OP and Landlord Holdings entered into an Assignment and Assumption of Ground Lease (the “**OP Ground Lease Assignment**”), pursuant to which the MGP OP assigned, transferred and conveyed to Landlord Holdings, and Landlord Holdings accepted from the MGP OP, all of the MGP OP’s right, title and interest in and to the Ground Lease, including all of the MGP OP’s right, title and interest in and to the Springfield Property, pursuant to the Ground Lease and (ii) the MGP OP and Landlord Holdings entered into an Assignment and Assumption of Membership Interests (the “**OP 121A Entity Assignment**”), pursuant to which the MGP OP assigned, transferred and conveyed to Landlord Holdings, and Landlord Holdings accepted from the MGP OP, all of the MGP OP’s right, title and interest in and to th/e 121A Entity;

H. On the First Closing Date and immediately following the OP Ground Lease Assignment and the OP 121A Entity Assignment, (i) Landlord Holdings and the Beneficiary entered into an Assignment and Assumption of Ground Lease (the “**Landlord Holdings Ground Lease Assignment**”), pursuant to which Landlord Holdings assigned, transferred and conveyed to the Beneficiary, and the Beneficiary accepted from Landlord Holdings, all of Landlord Holdings’ right, title and interest in and to the Ground Lease, including all of the Landlord Holdings’ right, title and interest in and to the Springfield Property, pursuant to the Ground Lease and (ii) Landlord Holdings and the Beneficiary entered into an Assignment and Assumption of Membership Interests (the “**Landlord Holdings 121A Entity Assignment**”), pursuant to which Landlord Holdings assigned, transferred and conveyed to the Beneficiary, and the Beneficiary accepted from Landlord Holdings, all of Landlord Holdings’ right, title and interest in and to the 121A Entity;

I. In consideration of the foregoing transfers of each of the Ground Lease and the membership interests in the 121A Entity (collectively, the “**Property**”) pursuant to the MGM/MGP MTA, the MGP OP paid to Blue Tarp the amount of Four Hundred Million Dollars (\$400,000,000.00) in cash (the “**Purchase Price**”).

J. On the First Closing Date and immediately following the foregoing transfers, Landlord leased the Springfield Property from the 121A Entity, Tenant subleased the Springfield Property from Landlord, Blue Tarp sub-subleased the Springfield Property from Tenant

and Blue Tarp continued to be the licensed operator of the Category 1 Gaming License for Region B located on the Springfield Property.

K. The parties to the MGM/MGP MTA acknowledge that the transfer of the Property contemplated thereunder is subject to the approval of the Massachusetts Gaming Commission (the “**Commission**”) and in the event the Commission, after having granted interim authorization on October 26, 2021 for the transfer contemplated by the MGM/MGP MTA, finds reasonable cause to believe that MGP or any of its subsidiaries or controlled affiliates as determined by the Commission may be found unsuitable, the Beneficiary shall promptly transfer all of its right, title and interest in the Property to the Trustee, to be held strictly in accordance with this Declaration of Trust, pending a final suitability determination by the Commission.

3. Second Contractual Transfer.

A. On August 4, 2021, VICI Properties Inc., a Maryland corporation (the “**VICI REIT**”), MGP, the MGP OP, VICI Properties LP, a Delaware limited partnership (“**Existing VICI OP**”), Venus Sub LLC, a Delaware limited liability company and a wholly owned subsidiary of Existing VICI OP (“**REIT Merger Sub**”), VICI Properties OP LLC, a Delaware limited liability company and an indirect wholly owned subsidiary of the VICI REIT (“**New VICI OP**”), and MGM, entered into a definitive Master Transaction Agreement (the “**VICI/MGM/MGP MTA**”).

B. Upon the terms and subject to the conditions set forth in the VICI/MGM/MGP MTA, prior to or on the closing date under the VICI/MGM/MGP MTA (the “**Second Closing Date**”), the VICI REIT will contribute its interest in Existing VICI OP to New VICI OP.

C. On the Second Closing Date and following the contribution transaction, MGP will merge with and into REIT Merger Sub, with REIT Merger Sub surviving the merger (the “**REIT Merger**”).

D. On the Second Closing Date and immediately following consummation of the REIT Merger, REIT Merger Sub will distribute the interests of the general partner of MGP OP (MGM Growth Properties OP GP LLC (the “**MGP GP**”)) to Existing VICI OP and, immediately following such distribution, REIT Merger Sub will merge with and into MGP OP, with MGP OP surviving the merger (the “**Partnership Merger**” and, together with the REIT Merger, the “**Mergers**”).

E. On the Second Closing Date and immediately following the foregoing transfers, Landlord will continue to lease the Springfield Property from the 121A Entity, Tenant will continue to sublease the Springfield Property from Landlord, Blue Tarp will continue to sub-sublease the Springfield Property from Tenant and Blue Tarp will continue to be the licensed operator of the Category 1 Gaming License for Region B located on the Springfield Property.

F. The parties to the VICI/MGM/MGP MTA acknowledge that the Mergers contemplated thereunder is subject to the approval of the Commission and in the event the Commission, after granting interim authorization for the Mergers contemplated by the VICI/MGM/MGP

MTA, finds reasonable cause to believe that VICI REIT or any of its subsidiaries or controlled affiliates as determined by the Commission may be found unsuitable, the Beneficiary shall promptly transfer all of its right, title and interest in the Property to the Trustee, to be held strictly in accordance with this Declaration of Trust, pending a final suitability determination by the Commission.

4. Successor Trustee. On the Second Closing Date and immediately following the foregoing transfers, the Original Trustee shall resign as Trustee and Carl Sottosanti, having a mailing address at 28 Scotland Drive, Reading, PA 19606 (the “**Successor Trustee**”) is hereby appointed and the Successor Trustee hereby accepts the appointment to succeed as Trustee hereunder.

5. Powers and Trustee. Upon the transfer of the Property to the Springfield Nominee Trust, (a) the Trustee shall exercise all rights incident to the ownership of the Property subject to the Springfield Nominee Trust, and shall be vested with all powers, authority and duties necessary to the unencumbered exercise of such right, provided that the Trustee shall not sell, transfer or otherwise dispose of the Property prior to a final suitability determination by the Commission without the prior approval of the Commission; (b) the Beneficiary shall have no right to participate in the rent accrued or paid in respect of the Property while the Property is held by the Springfield Nominee Trust; and (c) while the Property is held by the Springfield Nominee Trust, such rent shall accrue to or into Springfield Nominee Trust and be held in escrow by the Springfield Nominee Trust, subject to the following conditions:

- i. If the Commission issues a final positive determination of suitability of VICI REIT and each of its applicable subsidiaries and controlled affiliates as determined by the Commission pursuant to 205 CMR 115.00, then the Trustee shall (A) promptly transfer to the Beneficiary all right, title and interest in the Property; and (B) pay to the Beneficiary all rent in respect of the Property that accrued to or into the Springfield Nominee Trust while the Springfield Nominee Trust held the Property; or
- ii. If the Commission issues a final negative determination of suitability pursuant to 205 CMR 115.00, then (A) Blue Tarp shall repay the Purchase Price to the Beneficiary, (B) all right, title and interest in the Property shall be transferred to Blue Tarp or Blue Tarp’s designee; and (C) all earnings in respect of the Property that accrued to or into the Springfield Nominee Trust while the Springfield Nominee Trust held the Property shall promptly, and in any event within one hundred twenty (120) days, be paid to Blue Tarp or Blue Tarp’s designee.

Any direction by the Beneficiary which is inconsistent with the express terms of this Declaration of Trust shall be disregarded by the Trustee. Notwithstanding any provisions contained herein, no Trustee shall be required to take any action which will, in the opinion of such Trustee, involve him/her/it in any personal liability unless first indemnified to his/her/its satisfaction. Any person dealing with the Trustee shall be fully protected as provided in Paragraphs 10 and 11 hereof.

6. Compensation. The Trustee shall dedicate such time as is necessary and reasonable to carry out the duties of Trustee under the Springfield Nominee Trust, and shall be compensated for

services, costs and expenses in the following manner, subject to approval by the Commission of such compensation:

- i. The Trustee shall be compensated at a rate of \$5,000 per month from the date of acceptance of the appointment to succeed as Trustee hereunder until the termination of the Trust.
- ii. The Trustee shall be reimbursed for out-of-pocket expenses and fees advanced or reasonably incurred by the Trustee during the ordinary course of Trustee's service or required by Trustee to discharge its duties as Trustee; provided, however, that in no event shall the Trustee make any distributions of the funds held in escrow by the Springfield Nominee Trust (except in the event of a final positive determination of suitability in accordance with Paragraph 5 above).

Notwithstanding any provisions contained herein, the Beneficiary shall not amend the provisions of this Paragraph 6 without the prior written approval of the Trustee, which such approval shall not be unreasonably withheld, conditioned, or delayed.

7. Termination. The Springfield Nominee Trust may be terminated on the earlier of (a) the date on which the Commission issues the Beneficiary a final positive determination of suitability (and in the event the Property is then held by the Springfield Nominee Trust, when the Trustee transfers the Property to the Beneficiary), or (b) when the Commission issues the Beneficiary a final negative finding of suitability (and in the event the Property is then held by the Springfield Nominee Trust, when the Trustee transfers the Property to Blue Tarp), or (c) prior to a determination of suitability being issued, upon Commission approval at the request of the Beneficiary, but such termination shall only be effective when a certificate thereof by any Trustee shall be recorded with the Registry of Deeds, as that term is defined in Paragraph 12 hereof.

8. Resignation and Appointment of Trustees. With the prior written consent of the Commission, the Trustee hereunder may resign by written instrument signed and acknowledged by such Trustee and recorded with the Registry of Deeds. Succeeding or additional Trustees may be appointed or any Trustee removed by an instrument or instruments in writing, signed by the Beneficiary with the approval of the Commission, provided that in each case a certificate by any person then shown by the records of the Registry of Deeds to be a Trustee, setting forth the name of the Trustee or Trustees appointed or removed, and, in the case of any appointment, the acceptance in writing by the Trustee or Trustees appointed, shall be recorded with the Registry of Deeds. So long as there is at least one Trustee serving hereunder, no successor shall be required. Upon appointment of any succeeding Trustee, the title to the trust estate shall thereupon, and without the necessity of any conveyance, be vested in said succeeding Trustee jointly with the remaining Trustee, if any. Each succeeding Trustee shall have all the rights, powers, authority and privileges as if named as an original Trustee hereunder. No Trustee shall be required to furnish bond.

9. Amendment. With the prior written consent of the Commission, this Declaration of Trust may be amended from time to time by an instrument in writing signed by the then Trustee and Beneficiary hereunder and acknowledged by one or more of such Trustees or Beneficiary,

provided, in each case, a certificate by any Trustee setting forth the terms of such amendment, shall be recorded with the Registry of Deeds.

10. Liability of Trustees Limited. No Trustee hereunder shall be liable for any error of judgment nor for any loss arising out of any act or omission in good faith, but shall be responsible only for his/her/its own willful breach of trust. No license of court shall be requisite to the validity of any transaction entered into by the Trustee. The Trustee shall be entitled to indemnity by the Beneficiary against any liability incurred in the execution of the Trustee's duties hereunder, including, without limitation, liabilities in contract, in tort, and for damages, penalties, and fines, but not occasioned by such Trustee's breach of this Declaration of Trust, own gross negligence, or personal and willful malfeasance.

11. Reliance by Third Parties. Every agreement, lease, deed, mortgage or other instrument, affecting the trust estate, or any certificate showing the amendment hereof or the appointment or removal of a Trustee, executed by any person who, according to the records of the Registry of Deeds, appears to be a Trustee hereunder shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that, at the time of the delivery thereof, this trust was in full force and effect and that the execution and delivery thereof by the Trustee was duly directed by the Beneficiary. Any person dealing with the trust property or the Trustees may always rely, without further inquiry, on a certificate signed by any person appearing from the records of the Registry of Deeds to be a Trustee hereunder as to who are the Trustees or who are the Beneficiary hereunder, or as to the authority of one or more of the Trustees to act, or as to the existence or non-existence of any fact or facts which constitute conditions precedent to acts by one or more of the Trustees, or which are in any other manner germane to the affairs of this trust. The term "Registry of Deeds" as used herein shall mean the Hampden County Registry of Deeds.

12. Gaming Regulatory Matters. Trustee must be found qualified by the Commission pursuant to 205 CMR 110(6)(c) and agrees to comply with any and all applicable gaming laws, regulations, orders, and license conditions, including maintaining any required licenses, qualifications, permits or similar items and adhering to any conditions placed on such licenses, permits or similar items.

WITNESS the execution hereof, under seal, in any number of counterparts, each of which shall be an original, but all of which constitute one and the same instrument, by the Original Trustee hereinabove named, effective as of the date first written above, regardless of the date on which the Trustee executes this Declaration of Trust.

By: _____
Name: Patrick Madamba, Original Trustee

STATE OF NEW JERSEY

ATLANTIC COUNTY

On this _____ day of _____, 2022, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

(official signature and seal of notary)
My commission expires _____

WITNESS the execution hereof, under seal, in any number of counterparts, each of which shall be an original, but all of which constitute one and the same instrument, by the Successor Trustee hereinabove named, effective as of the date first written above, regardless of the date on which the Trustee executes this Declaration of Trust.

By: _____
Name: Carl Sottosanti, Successor Trustee

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2022, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

(official signature and seal of notary)
My commission expires _____

WITNESS the execution hereof, under seal, in any number of counterparts, each of which shall be an original, but all of which constitute one and the same instrument, by the Beneficiary hereinabove named, effective as of the date first written above, regardless of the date on which the Beneficiary executes this Declaration of Trust.

MGP LESSOR, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

_____ COUNTY

On this _____ day of _____, 2022, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

(official signature and seal of notary)
My commission expires

Agency Contacts for This Specific Regulation		
Name	Email	Phone
Judith Young	judith.young@massgaming.gov	617- 979-8426
Overview		
CMR Number	205 CMR 138.26	
Regulation Title	Keys for Dual Locks; Gaming Licensee-Controlled Keys and Locks; Notice to the IEB and Surveillance Department upon Malfunction and Repair, Maintenance or Replacement	
<input type="checkbox"/> Draft Regulation		<input checked="" type="checkbox"/> Final Regulation
Type of Proposed Action		
✓ Please check all that apply		
<input type="checkbox"/> Retain the regulation in the current form.		
<input type="checkbox"/> New regulation (Please provide statutory cite requiring regulation):		
<input type="checkbox"/> Emergency regulation (Please indicate the date regulation must be adopted):		
<input checked="" type="checkbox"/> Amended regulation (Please indicate the date regulation was last revised): 05/04/2018		
<input type="checkbox"/> Technical correction		
<input type="checkbox"/> Other Explain:		

Summary of Proposed Action
The proposed amendment in 138.26, section 4 will increase the physical inventory of keys, to be performed by licensee and reported to the Commission from once yearly to every three months.
Nature of and Reason for the Proposed Action
This change would increase licensee’s performance of a physical inventory, increasing the amount of maintenance and monitoring for safety and security purposes, and subsequent reporting to the Commission.

Additional Comments or Issues Not Earlier Addressed by this Review	
Required Attachments	
✓ Please check all that apply	
<input checked="" type="checkbox"/> Redlined version of the proposed amendment to the regulation, including repeals	<input type="checkbox"/> Clean copy of the regulation if it is a new chapter or if there is a recommendation to retain as-is
<input type="checkbox"/> Text of statute or other legal bases for regulation	
<input checked="" type="checkbox"/> Small Business Impact Statement (SBIS)	<input type="checkbox"/> Amended SBIS



SMALL BUSINESS IMPACT STATEMENT

The Massachusetts Gaming Commission (“Commission”) hereby files this Small Business Impact Statement in accordance with G.L. c. 30A, §2 relative to the proposed amendment of **205 CMR 138.26: Keys for Dual Locks; Gaming Licensee-controlled Keys and Locks; Notice to the IEB and Surveillance Department upon Malfunction and Repair, Maintenance or Replacement**, notice of which was filed with the Secretary of the Commonwealth.

This regulation was developed as part of the process of promulgating regulations governing the operation of gaming establishments in the Commonwealth. This regulation and the proposed changes therein, govern the inventory and maintenance of keys, and notice provided to the IEB division and Surveillance Department upon their malfunction and subsequent repair or replacement and their maintenance, within the gaming establishment.

This regulation is largely governed by G.L. c.23K, §4(28), 5, and 25(d), 27 and 28.

All portions of 205 CMR 138, including 205 CMR 138.26 apply to the gaming licensees and gaming establishments. Accordingly, this regulation is unlikely to have an impact on small businesses, unless a small business is, or elects to become vendor with a gaming establishment. In accordance with G.L. c.30A, §2, the Commission offers the following responses to the statutory questions:

1. Estimate of the number of small businesses subject to the proposed regulation:

As a general matter, no small businesses are directly subject to this regulation. However, if a small business is a vendor within the gaming establishment, the impact to them is slight. To explain, by increasing the inventory of keys to a quarterly basis, a small business that is a vendor within the gaming establishment could have their keys repaired or replaced more often, but only if the inventory reveals a defect.

2. State the projected reporting, recordkeeping and other administrative costs required for compliance with the proposed regulation:

We do not anticipate any projected reporting, recordkeeping or other administrative costs required for small businesses to comply with this regulation or the proposed new sections therein, as they are not subject to this regulation and its amendments.

3. State the appropriateness of performance standards versus design standards:



Massachusetts Gaming Commission

Performance and design standards are necessary in this regulation to ensure the increase in reporting and performing inventory and maintenance of keys are achieved, relative to the safety and security of the gaming establishment, as well as safeguarding the financial and administrative operations of the casinos.

4. Identify regulations of the promulgating agency, or of another agency or department of the commonwealth, which may duplicate or conflict with the proposed regulation:

There are no conflicting regulations in 205 CMR, nor is the Commission aware of any conflicting or duplicating regulations of any other agency or department of the Commonwealth.

5. State whether the proposed regulation is likely to deter or encourage the formation of new businesses in the commonwealth:

G.L. c.23K was enacted with the dual purposes of creating a new industry in the Commonwealth while promoting existing small businesses and the tourism industry, as well as supporting the development of new small businesses. The proposed regulation is designed to actualize those intentions by supporting the safety and security of the gaming establishment, and increasing the reporting to the Commission’s Investigation and Enforcement Bureau.

Massachusetts Gaming Commission
By:

/s/ Judith A. Young
Associate General Counsel
Massachusetts Gaming Commission

Dated: February 25, 2022



Massachusetts Gaming Commission

138.26: Keys for Dual Locks; Gaming Licensee-Controlled Keys and Locks; Notice to the IEB and Surveillance Department upon Malfunction and Repair, Maintenance or Replacement

- (1) Any key, locking mechanism or locking system that is required by 205 CMR 138.00 shall be subject to review and approval by the IEB. Such key shall be capable of unlocking the locking device on no more than one type of secure box, compartment or location used or maintained within the gaming establishment.
- (2) A system of internal controls submitted by a gaming licensee in accordance with [205 CMR 138.02](#) shall include a process for obtaining, reproducing, inventorying and identifying each controlled key, locking mechanism, or locking system and setting forth the procedure by which the key, locking mechanism, or locking system shall be controlled. Such internal controls shall, at a minimum, include an enumeration of those incidents which would be considered to compromise the security of any part of the gaming establishment.
- (3) The types of secure boxes, compartments or locations that require a unique key, locking mechanism, or locking system shall include, without limitation, the following:
 - a) Drop boxes;
 - b) Slot drop containers;
 - c) Trolleys to transport drop boxes from gaming tables to a secure location;
 - d) Trolleys or cabinets used to transport or store, respectively, slot cash storage boxes;
 - e) Count room entrance and exit doors;
 - f) Compartments housing slot drop buckets containers;
 - g) Areas in which slot cash storage boxes are located;
 - h) Compartments housing microprocessors or other control units controlling progressive meter(s) for progressive slot machines;
 - i) Locations housing a computer that controls a progressive payout wager system for gaming tables offering a progressive payout wager; and
 - j) Storage cabinets or trolleys for unattached slot drop boxes.
- (4) A system of internal controls submitted by a gaming licensee in accordance with [205 CMR 138.02](#) shall include inventory procedures for any key required to be controlled and maintained by a gaming licensee and for any corresponding locking device including, without limitation, any key and locking device required by 205 CMR 138.00 for a dual control locking system. The key and locking device inventory controls of each gaming licensee shall include, at a minimum, procedures for:

- a) Maintenance of inventory ledgers by identified, authorized personnel for purposes of documenting:
 1. The requisitioning of keys and locking devices from vendors;
 2. The receipt of blank key stock;
 3. The storage and issuance of keys and locking devices;
 4. Any loss, removal from service, and subsequent replacement of keys and locking devices;
 5. The destruction of keys and locking devices; and
 6. The results of physical inventories.
- b) The storage of duplicate keys and locking devices, including a physical description of any storage location and the identification of authorized personnel in control of such location;
- c) The destruction of keys and locking devices, including documentation detailing in whose presence any destruction shall occur; and
- d) Physical inventories of all keys and locking devices at least once every ~~12~~ 3 months.

The Massachusetts Administrative Code titles are current through Register No. 1459, dated December 24, 2021.

Mass. Regs. Code tit. 205, § 138.26, 205 MA ADC 138.26

Agency Contacts for This Specific Regulation		
Name	Email	Phone
Judith Young	Judith.young@massgaming.gov	617-979-8426
Overview		
CMR Number	205 CMR 147	
Regulation Title	Uniform Standards of Rules of the Games	
<input type="checkbox"/> Draft Regulation		<input checked="" type="checkbox"/> Final Regulation
Type of Proposed Action		
✓ Please check all that apply		
<input type="checkbox"/> Retain the regulation in the current form.		
<input type="checkbox"/> New regulation (Please provide statutory cite requiring regulation):		
<input type="checkbox"/> Emergency regulation (Please indicate the date regulation must be adopted):		
<input checked="" type="checkbox"/> Amended regulation (Please indicate the date regulation was last revised): 06/2017		
<input type="checkbox"/> Technical correction		
<input type="checkbox"/> Other Explain:		

Summary of Proposed Action
<p>The proposed action in 147.07 (04): Minimum and Maximum Wagers; Additional Wagering Requirements, will provide regulatory guidance for when a dealer allows a patron to wager above the established table maximum or below the established table minimum in section 147.07(3) by creating two protocols for how the wagers are to be treated, making the game's operation more efficient. Section 4 will be incorporated into section 3(b) and Section 5 will be renumbered 147.07(4).</p> <p>As 147.07(5) is cross cited in 147.03(3) Notice and Patron Access, this citation will be updated to correctly reference the proper citation: 147.07(04).</p>
Nature of and Reason for the Proposed Action
<p>The purpose of this amendment is to bring the table games at the licensee gaming establishments into the existing practice of the larger gaming community by notifying a patron that their wager that is above or below the established table maximum or minimum, will be paid out or taken to pursuant to</p>

the established table maximum. If a dealer does not make this announcement, then the patron's wager would be paid or taken in its entirety.

Additional Comments or Issues Not Earlier Addressed by this Review

Required Attachments

✓ Please check all that apply

Redlined version of the proposed amendment to the regulation, including repeals

Clean copy of the regulation if it is a new chapter or if there is a recommendation to retain as-is

Text of statute or other legal bases for regulation

Small Business Impact Statement (SBIS)

Amended SBIS

SMALL BUSINESS IMPACT STATEMENT

The Massachusetts Gaming Commission (“Commission”) hereby files this small business impact statement in accordance with G.L. c.30A, §2 relative to the proposed amendment of regulations in **205 CMR 147.00: Uniform Standards of Rules of the Games**.

These regulations were developed as part of the process of promulgating regulations governing the operation of gaming establishments in the Commonwealth. These regulations and the proposed changes herein, govern the authorization of the rules of the game for table games offered for play in a gaming establishment and the standards applicable to table games offered for play in a gaming establishment.

These regulations are governed by G.L. c.23K, §§2, 4(37), and 5.

These regulations apply directly to gaming licensees, patrons, and petitioners. To the extent that a petitioner is a small business, these regulations may impact small businesses. In accordance with G.L. c.30A, §2, the Commission offers the following responses:

1. Estimate of the number of small businesses subject to the proposed regulation:

It is difficult to estimate with accuracy the potential number of petitioners that may be a small business submitting petitions for a new game or game variation, however we do not estimate that small businesses will specifically be subject to the proposed regulations.

2. State the projected reporting, recordkeeping and other administrative costs required for compliance with the proposed regulation:

At this time, we do not anticipate projected reporting, recordkeeping or administrative costs created by these regulations that would affect small businesses.

3. State the appropriateness of performance standards versus design standards:

As they are currently drafted, these regulations do not implicate further design or performance standards.

4. Identify regulations of the promulgating agency, or of another agency or department of the commonwealth, which may duplicate or conflict with the proposed regulation:

There are no conflicting regulations in 205 CMR, nor is the Commission aware of any conflicting or duplicating regulations of any other agency or department of the Commonwealth.

5. State whether the proposed regulation is likely to deter or encourage the formation of new businesses in the Commonwealth:

G.L. c.23K was enacted with the dual purposes of creating a new industry in the Commonwealth while promoting existing small businesses and the tourism industry, as well as supporting the development of new small businesses. We anticipate that the proposed regulations will support those intentions by increasing the efficiency of table games at gaming establishments.

Massachusetts Gaming Commission
By:

/s/ Judith A. Young
Associate General Counsel
Massachusetts Gaming Commission

Dated: February 25, 2022

147.03: Notice and Patron Access

- (1) The Commission shall maintain on its website the complete text of the rules of all authorized table games.
- (2) Each gaming licensee shall maintain in the Game Sense area a printed or digital copy of the complete text of the rules of all authorized table games.
- (3) A gaming licensee shall not change the rules of a table game that is presently being operated from one authorized rule to another or add, change, or delete any additional wagering requirement permitted by 205 CMR ~~147.07(5)~~ 147.07(4) unless, at least 1/2 hour in advance of such change, the gaming licensee:
 - (a) Posts a sign at the gaming table advising patrons of the rule or wager change and the time that it will go into effect;
 - (b) Announces the rule or wager change to patrons who are at the table; and
 - (c) Notifies the Bureau of the rule or wager change, the gaming table where it will be implemented, and the time that it will become effective.
- (4) A gaming licensee may, at any time, change the permissible minimum or maximum wager at a table game without notifying the Bureau of such change upon posting a sign at the gaming table advising patrons of the new permissible minimum or maximum wager and announcing the change to patrons who are at the table.
- (5) The location, size, and language of each sign required by 205 CMR 147.03(3) and (4) shall be submitted to and approved by the Bureau prior to its use.

147.07: Minimum and Maximum Wagers; Additional Wagering Requirements

- (1) A gaming licensee may offer:
 - (a) Different maximum wagers at one gaming table for each permissible wager in an authorized game;
 - (b) Different maximum wagers at different gaming tables for each permissible wager in an authorized game.
- (2) A gaming licensee shall provide notice of the minimum and maximum wagers in effect at each gaming table and any changes thereto in accordance with 205 CMR 147.03(3) ~~and (4)~~.
- (3) Notwithstanding 205 CMR 147.07(2), a gaming licensee may, in its discretion, permit a player to wager below the established minimum wager or above the established maximum wager at a gaming table.
 - (a) If a dealer announces that a patron's wager will be paid or lost up to the table maximum, the patron's wager will be paid out or lost up to the established maximum wager or minimum wager at the gaming table.
 - (b) If a dealer does not announce that a patron's wager will be paid out or lost up to the table maximum, the patron's wager will be paid out or lost in its entirety, notwithstanding the established maximum wager or minimum wager at the gaming table.
- ~~(4) Any wager accepted by a dealer shall be paid or lost in its entirety in accordance with the rules of the game, notwithstanding that the wager exceeded the current table maximum or was lower than the current table minimum.~~
- ~~(5)~~(4) Nothing in 205 CMR 147.07 shall preclude a gaming licensee from establishing additional wagering requirements that are consistent with the rules of the game, such as a requirement that wagers be made in specified increments, provided that the gaming licensee satisfies the notice requirements of 205 CMR 147.03(3).

REGULATORY AUTHORITY 205 CMR 147.00: M.G.L. c. 23K, § 2, 4(37), and 5.



Update on the Implementation of PlayMyWay at MGM Springfield

March 3, 2022



What is PlayMyWay?



PMW Goals



Timeline



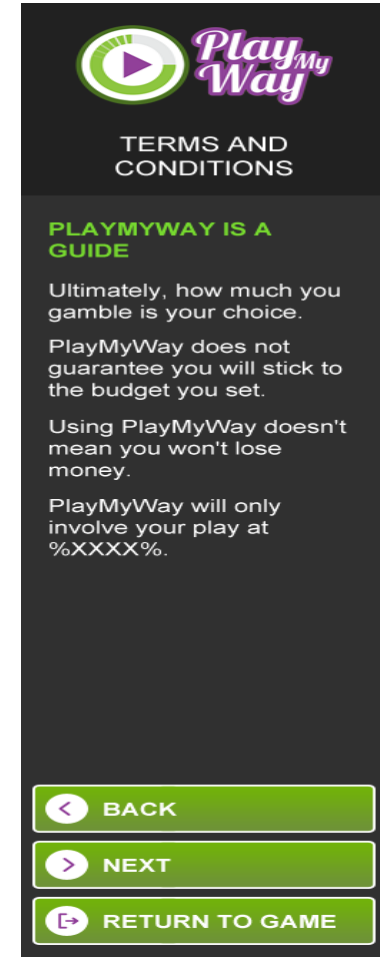
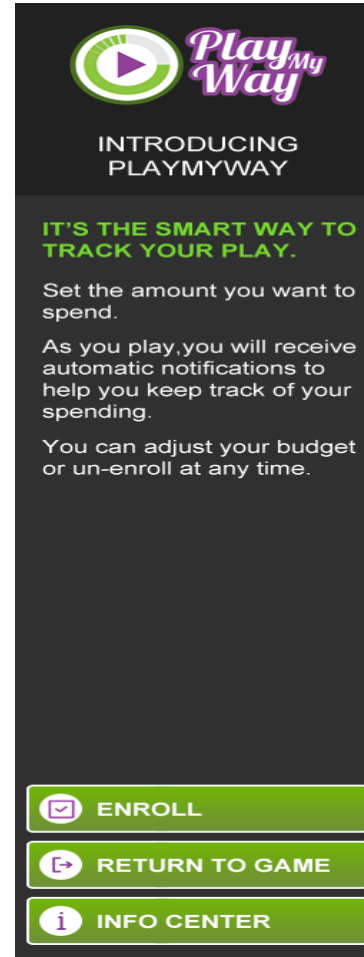
Update on the Implementation of PlayMyWay at MGM Springfield



The PlayMyWay system at MGM Springfield

- Daily, weekly, monthly loss budgets
- Notifications: 75%, 100%, 125%...
- Notifications can be enabled or disabled
- Users can play beyond their budgets

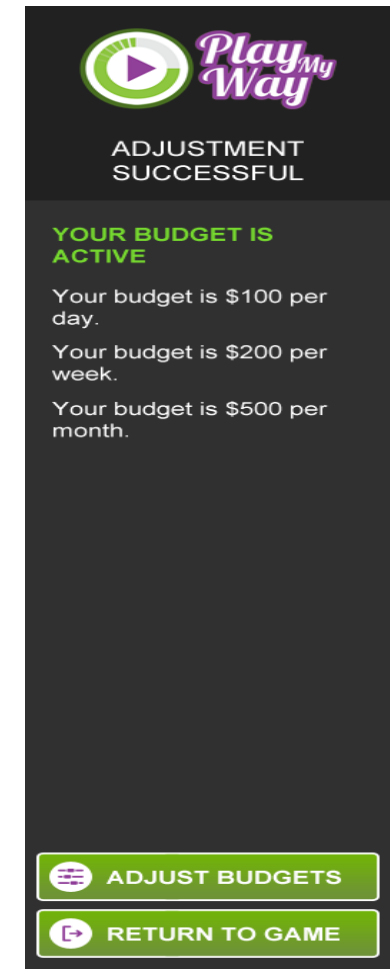
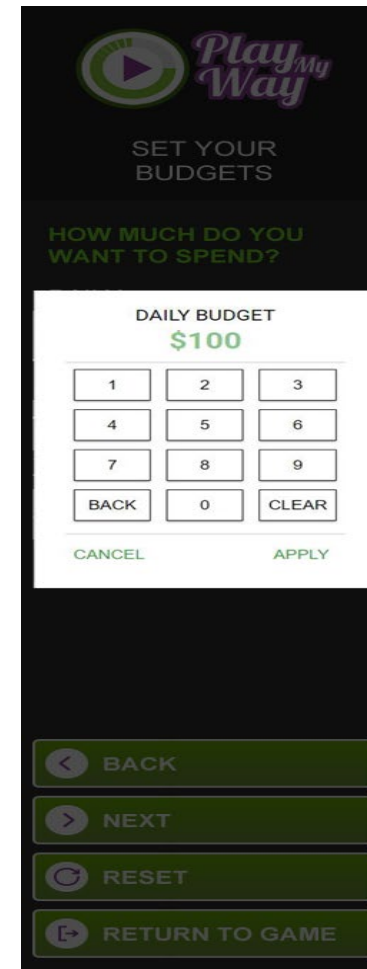
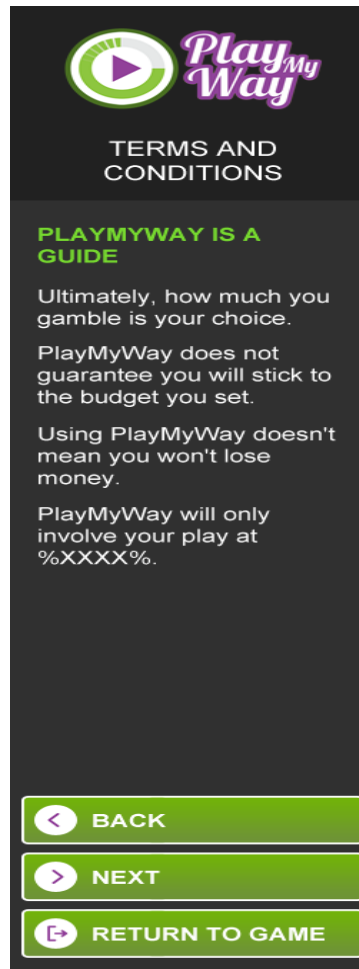
- Enroll, un-enroll, set budgets, and change budgets, and check their spending
- Changes take effect immediately



PlayMyWay Budget Setting

- Users can set their budget upon enrolling
- Users can adjust their budget at any time
- Player PIN is requested before opening the budget setting screen

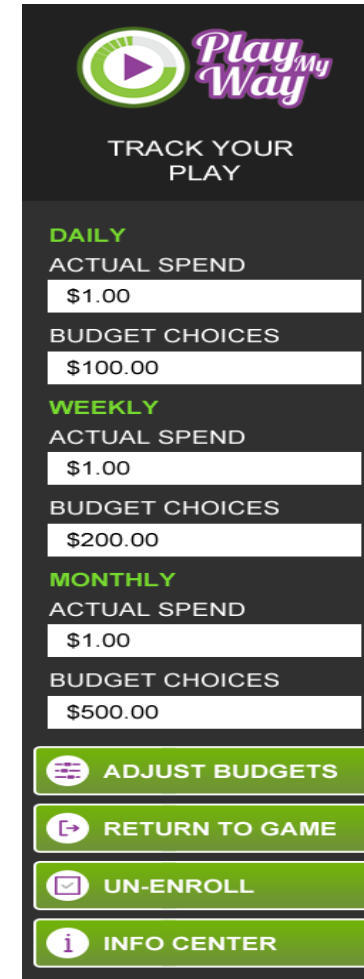
- Also adjust their budget limits
- Changes take effect immediately




Budget Tracking

- Patron can access Track Your Play screen by clicking on the PlayMyWay icon in the player menu
- Player PIN is requested before opening the Track Your Play screen


- Same information is displayed to enroll patrons



Budget Notifications





APPROACHING LIMIT NOTIFICATION




YOU ARE APPROACHING THE BUDGET YOU SET

You have spent 75% of the budget you set for the day





REMINDER




YOU HAVE REACHED THE BUDGET YOU SET

You have spent 100% of the budget you set for the week




REMINDER




YOU HAVE EXCEEDED THE BUDGET YOU SET

You have spent 150% of the budget you set for the month



GameSense Information

- Patrons can request information on Responsible Gaming by clicking on the Info Center button
- Get information is also available at the Responsible Gaming kiosk



GAMESENSE TIPS

Set a budget and **stick to it**.

Accept losses as the **cost of entertainment**.

Play for **fun**, not to make money.


Lucky charms may help you enjoy the game, but they **won't help you win**.

If gambling is no longer fun, free help and information is available:
1-800-426-1234

[← BACK](#)

[→ NEXT](#)

[↩ RETURN TO GAME](#)



GAMESENSE INFO CENTER

STOP BY TO LEARN ABOUT:


- PlayMyWay
- Strategies to keep gambling fun
- Odds of winning and losing
- Concept of randomness
- House advantage
- Gambling myths
- Support, including help and enrollment in Voluntary Self-Exclusion

LOCATED %XXXX%

[← BACK](#)

[→ NEXT](#)

[↩ RETURN TO GAME](#)



HOW SLOTS WORK

The outcome of each play is computer-generated and **random**.

Some players will win or break even, **while most will lose**.

Slots are programmed to **keep more money** than is paid out in winnings.

[← BACK](#)

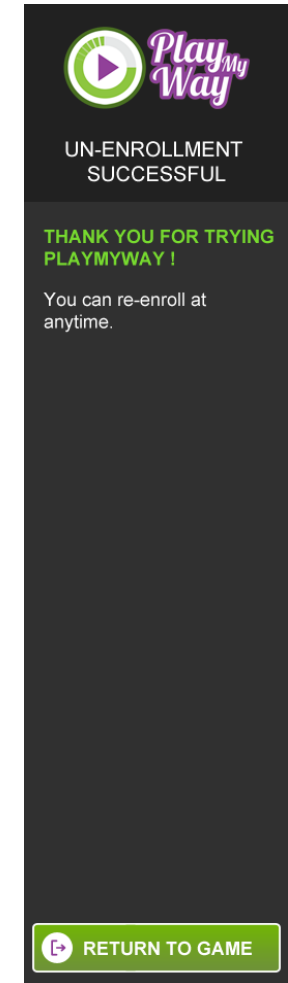
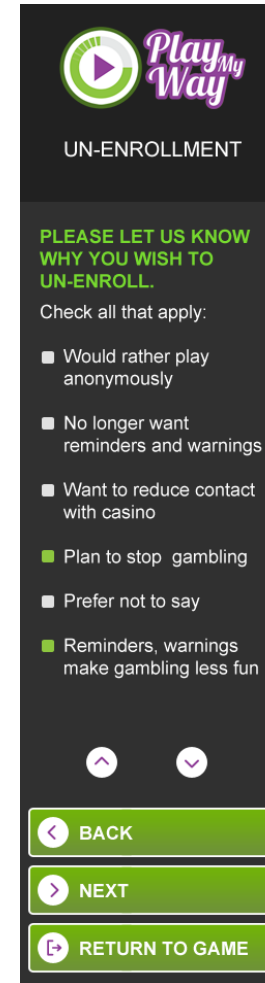
[↩ RETURN TO GAME](#)



PlayMyWay Unenrollment

- Patrons can unenroll from PlayMyWay program at any time
- Patrons can provide reason(s) why they are unenrolling

- Unenroll from the Responsible Gaming kiosk
- Changes take effect immediately



Technical Update

- Reports
- Patron Notifications/Alerts
- User Experience (UIX) similar to the PPC ACSC PlayMyWay module

The GTC team, tested the platform and algorithms to identify bug/fixes which were reported to IGT for further development and implementation.

- In concert with IGT, MGM and EBH, the GTC completed systematic test plans to ensure compliance with the requirements set forth in the MOU.

The GTC will continue to assess and periodically perform tests to ensure continued compliance of the Advantage PMW module

- Advantage RG2.2

Demonstrations of the module are always available at the MGC Gaming Lab by request.



Communication Objectives



Communication Strategy



Communication Tactics



PMW Evaluation Plan



PMW Evaluation Plan



Phase I

PMW launch at MGM

Phase II

Phase III

Survey questions:
demographics,
EGM play,
outcome expectancies,
limit setting,
adherence behavior,
positive play,
open-ended q' on
PMW

Survey questions:
Assess change in:
disorder gambling severity,
perceptions of PMW,
outcome expectancies,
limit setting behavior.

Assess if factors in Phase I
predict likelihood of
enrollment and engagement
with PMW.





101 Federal Street, 12th Floor, Boston, MA 02110

TEL 617.979.8400

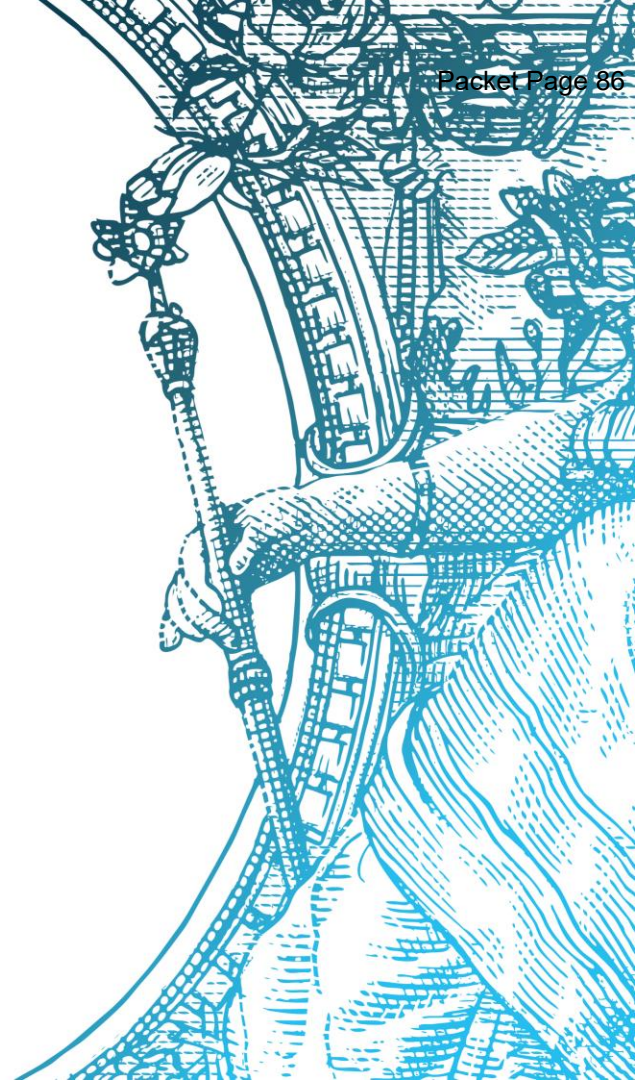
FAX 617.725.0258

www.massgaming.com

Q4 2021 Report

Massachusetts Gaming Commission

March 3, 2022



REVENUE, TAXES, LOTTERY & COMPLIANCE



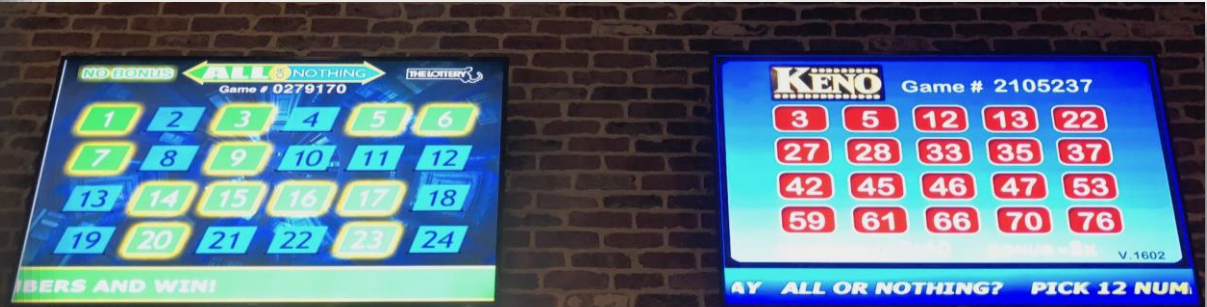
Q4 2021 Gaming Revenue & Taxes

Month	Gaming Revenue	MA Taxes
October	\$21,440,565	\$5,360,141
November	\$21,668,924	\$5,417,231
December	\$22,200,822	\$5,550,205
TOTAL	\$65,310,311	\$16,327,578

Lottery



Month	Lottery Sales at MGM Springfield
October	\$111,655
November	\$98,995
December	\$124,567



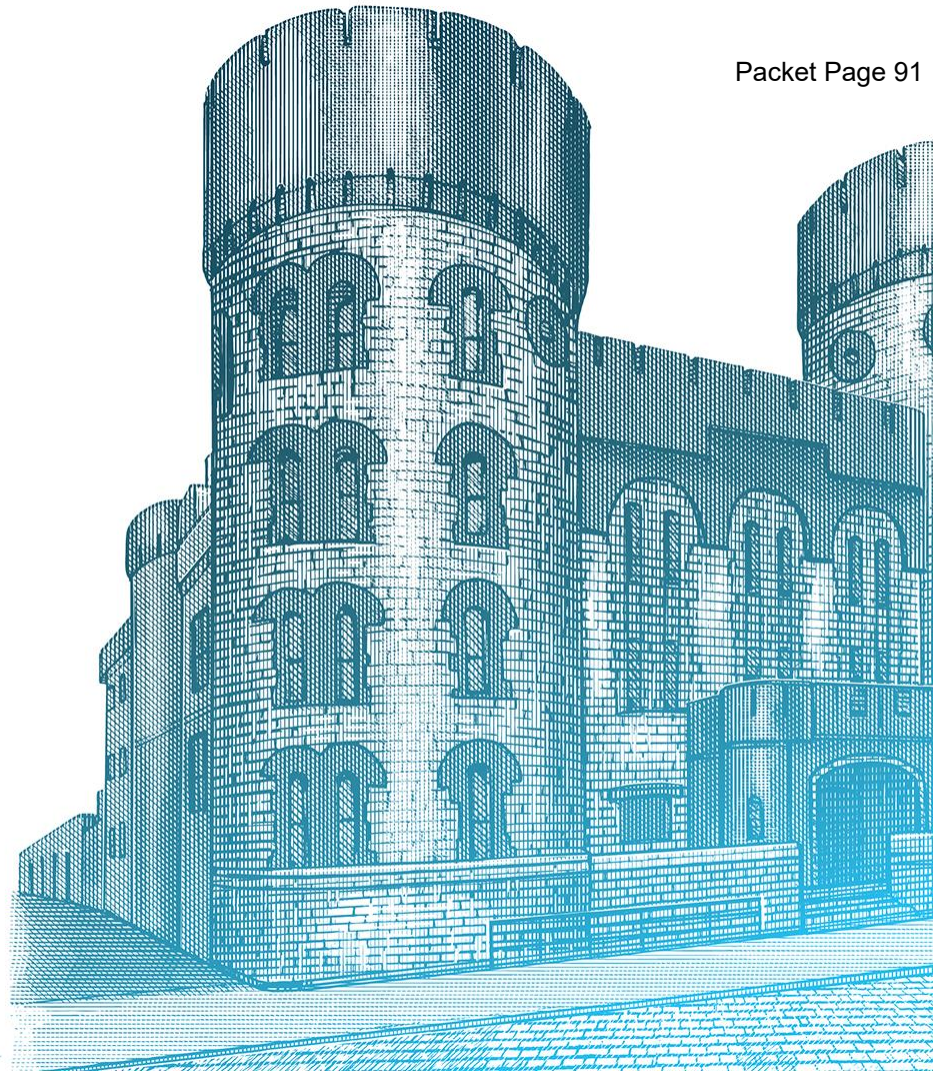
Compliance



Month	Minors intercepted in Gaming Area and prevented from Gaming	Minors intercepted gaming	Minors intercepted consuming alcohol	Minors prevented from accessing the Gaming Area
Oct	2	0	0	36
Nov	12	0	1	18
Dec	10	2	0	19

- Average time in Gaming Area – 18.5 minutes.
- Longest time in the Gaming Area – 1 hour 5 minutes.
- All underage found gaming, were between the ages of 18-21. Others intercepted in the gaming area without gaming were different ages up to 20 and mainly with parents.

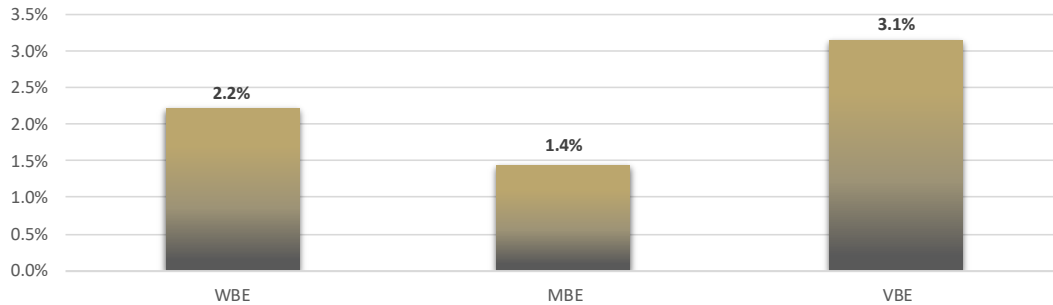
SPEND UPDATE



Q4 2021 Operating Spend

Diversity

Q4 Operating Spend

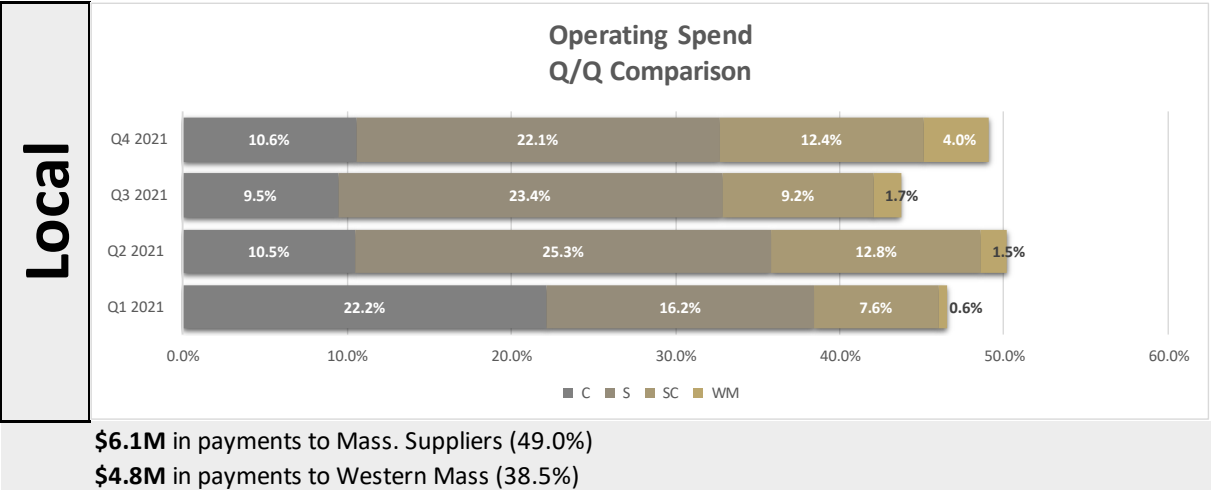


Notes:

- Total Biddable Spend for Q4 2021 was \$9.3M and total payments to Diversity Suppliers were \$.6M or 7%.
- Diversity spend goals defined as:
 - WBE – 15% of Biddable Spend
 - MBE – 10% of Biddable Spend
 - VBE – 2% of Biddable Spend

\$9.3M identified in Biddable Spend
\$0.6M in payments to Diversity Suppliers (7%)

Q4 2021 Operating Spend



Notes:

- Total Spend for the Q4 2021 was \$12.4M
- Spend segments defined as:
 Commonwealth (C)
 Springfield (S)
 Surrounding Communities (SC)
 Western Massachusetts (WM)

EMPLOYMENT



Employment Numbers

	Employees	Full-Time	Part-Time
Totals	1,189	823	366
% of Total	100%	69%	31%

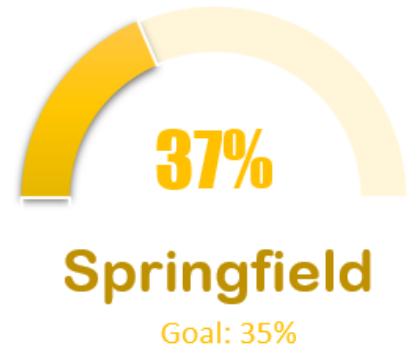
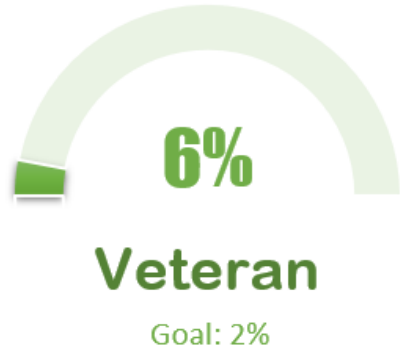
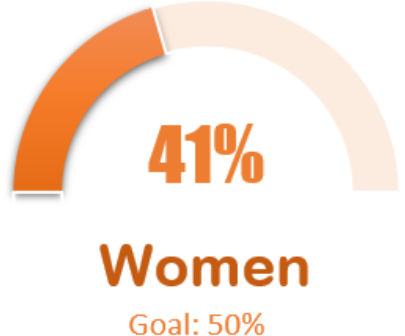
2021/Q4	Goals	Q1 2021 %	Q1 2021 Total # of Employees	Q2 2021 %	Q2 2021 Total # of Employees	Q3 2021 %	Q3 2021 Total # of Employees	Q4 2021 %	Q4 2021 Total # of Employees
Minority	50%	53%	480	52%	517	51%	571	49%	588
Veteran	2%	7%	67	7%	64	6%	64	6%	70
Women	50%	41%	373	42%	402	43%	483	41%	490
Springfield Residents									
Springfield Residents	35%	37%	335	37%	360	37%	414	37%	437
Western MA Residents	-	74%	661	75%	723	75%	847	74%	885
MA Residents	-	76%	677	77%	737	77%	863	77%	911
Total # Of Gaming Establishment Employees*									
			973		1,034		1,124		1,189
Full Time			777		774		802		823
Part Time			115		128		172		214
On Call			81		132		150		152

*Includes MGM Springfield team members employed at the MassMutual Center.



Progress on Hiring Goals

HCA Minimum Requirements



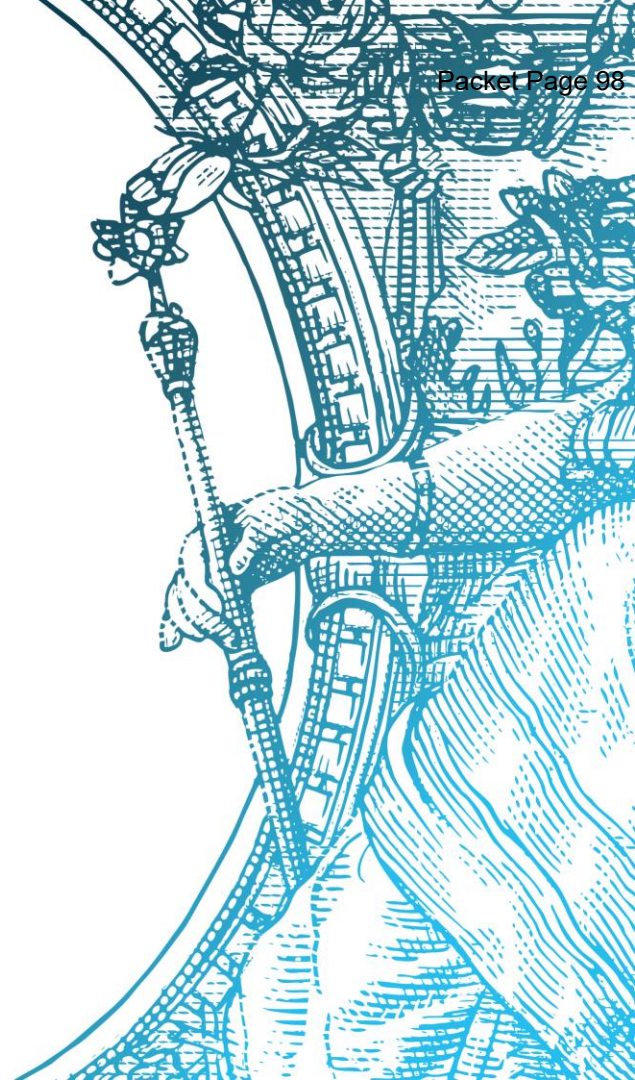
Represents 1,189 active employees as of 12/31/2021 (Does not include Campus Tenants, Vendors)

Workforce Development

- Veteran's Inc Military & Veteran's Career Fair
- HCC Culinary School Trainings
- HCC Hospitality Training Launch
- UMass Leadership Class Tour & Panel



COMMUNITY OUTREACH, SPECIAL EVENTS & DEVELOPMENT



Community Outreach



**Toys For Tots
Toy Drive
Two semi-tractor trailers full!**



Special Events



**Poker Reopening!
1st in State!**



Winter Wonderland on the Plaza



Bright Nights Ball



Development Update



MassMutual Center Garage Scheduled for Demolition, MA Convention Center Authority \$40 Million Investment by State



31 Elm – Work Has Begun!

ON TAP: Top Golf Swing Suite & TAP Bowling



Return of Entertainment



Return of Entertainment



Free Music Friday Inside Edition!



Roar Roars Back!



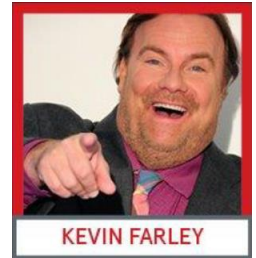
Commonwealth: Live Music!



CHRIS ZITO



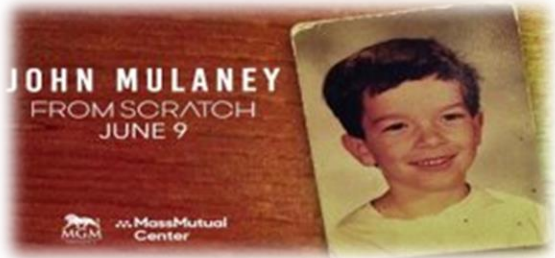
AMIR K



KEVIN FARLEY



Upcoming Shows



MORE TO COME!

PlayMyWay



COMING
SOON!!!

- 3/4/2022 – Beginning of marketing program, starting with Social Media posting.
- 3/31/2022 – Anticipated Go-Live date of PlayMyWay to coincide with last week of PGAM.

THANK YOU

