



September 12, 2014

Sent by Email

Hon. James F. McHugh
Gayle Cameron
Bruce Stebbins
Enrique Zuniga
Commissioners
Massachusetts Gaming Commission
84 State Street, Suite 720
Boston, MA 02109

Re: Mohegan Sun Massachusetts and Brigade Capital Management Response to the Summary of Conditions

Dear Commissioners:

Mohegan Sun Massachusetts, LLC (“MSM”) and Brigade Capital Management, LP (“Brigade”) write to thank you for your thoughtful deliberation over the past week and to respond to the summary of conditions for MSM that the Commission proposed on September 10. In general, we assent to nearly every condition that the Commission proposes. In addition, we have proposed enhancements to certain conditions as well as new conditions in order to address concerns with the MSM proposal that Commissioners described this week. MSM and Brigade would like to once again make clear our commitment to constructing, owning and operating a destination resort casino that will make the Commonwealth proud should we be selected.

Attached hereto is a redline of the Commission’s proposed conditions that captures these enhancements.

Conditions Assented to With Enhancements

1) Equity to Initiate Construction Condition (Section 2, Condition #2)

MSM and Brigade fully accept this condition of licensure and, indeed, propose to enhance it by providing an additional \$50 million in overall available equity commitment and

guarantees (counting both common and preferred), as outlined below. MSM wants to not only alleviate concerns with regard to its financing proposal, but to provide the Commission with an added assurance that eliminates all concerns.

MSM proposes to increase the amount of available funding by a total of \$150 million (50% above the amount proposed in the Commission's draft license condition). This will consist of an additional \$50 million in common Equity, \$50 million more of preferred equity, and a \$50 million Equity guarantee, all of which will be investments from parties that have already been found qualified and suitable by the Commission. This will occur in the following manner:

1. Brigade (through its funds and accounts) and Mohegan Sun (through MGA Holdings MA, LLC) will invest an additional \$50 million in common Equity. Brigade will provide \$30 million of this amount and Mohegan Sun will provide the remaining \$20 million.
2. Brigade (through its funds and accounts) would invest an additional \$50 million in preferred equity.
3. Brigade and MSM will also agree to restructure all of the preferred equity to lower the fixed dividend payment rate by 20% (down to 12%) and to extend the term/length of the preferred equity to twenty years to dispel any concerns related to the preferred equity representing short-term securities or resulting in a high cost of capital.
4. MSM also agrees to have any decision regarding whether the preferred equity will be called be made only by those members of the MSM board that are not appointed by Brigade. Thus, any decision to pay the applicable call premiums will be made by the MSM Board members not aligned with Brigade and, therefore, a determination to call the preferred equity would only be made if it was extremely favorable from a financial perspective for MSM to do so.
5. Brigade (through its funds and accounts) will issue an additional \$50 million common Equity guarantee to further assure commencement of construction of the project. This common Equity guarantee will be in addition to the 10% statutory deposit or bond provided for elsewhere in the conditions. This additional commitment could be drawn if needed at any time during the construction process and the amount drawn would represent a common Equity investment by Brigade. If drawn, Brigade's proportionate interest would increase in relation to the amount drawn, and Brigade will provide Mohegan Sun with the opportunity to keep its full Equity percentage by making a commensurate Equity contribution. MSM will notify the Commission in advance of any draw of this common Equity guarantee and will comply with any Commission requirements in connection with it.

In addition to this process, MSM proposes to provide further assurances to the Commonwealth that comprehensive financing will be available for the commencement of the development by November 2014. As reflected by the previously submitted commitment letter from Bank of America (something that Bank of America has indicated to Commission staff is unprecedented for projects that are in the pre-construction phase), Bank of America is ready to go to market on our credit facility immediately. In this regard, MSM will commit to a condition requiring it to work with Bank of America to immediately launch the process to put the \$732 million credit facility in place upon the Commission's designation of MSM as the Region A

licensee. MSM (based on projections by Bank of America) believes that with this timeline it is likely that it can have the full amount of the facility placed in escrow prior to the November 2014 election or shortly after the successful outcome of the election. The facility would be released from escrow and be available for project development use after the election. This process will provide MSM with over \$900 million in available cash/equity upon the formal award of the license after the November election, positioning MSM well to hit the ground running and develop the Revere resort casino on an expeditious timeline.

2) Loyalty Card Program Review (Section 2, Condition #5)

MSM does believe that the Momentum Points Program fits the legislature's goal of an outward facing casino. However, we understand the Commission's concern that we have been unable to estimate the benefits of the program or give the Commission a precise way to measure MSM's accountability on this important program. After discussions with the Commission's consultants and staff, we estimate at least a third or more of all earned points at MSM will be redeemed at off-site participating businesses, venues and attractions. We have estimated that at least \$50 million in Momentum Points will be generated at MSM. Therefore, we estimate that at least \$17 million will be generated for off-site businesses in the first year. We expect these amounts will increase greatly in later years as our guests become comfortable with the program and after extensive marketing.

Given the context of the above information, MSM and Brigade agree to the proposed condition and suggest an additional requirement be added to the condition in order to ensure that MSM always remains accountable for the program and that the program is a success. While we have always intended that there be a significant effort to promote the Momentum Program, we suggest an additional requirement to this condition requiring MSM to have a full time, manager-level staffer whose sole responsibility is to be recruiting businesses off-site for the Momentum Program and promoting the off-site Momentum Program with our guests. This effort will include the rich use of marketing tools we have already cited in our application to create awareness of regional attractions, retail and dining establishments, entertainment facilities and other Momentum partners.

Condition Where MSM Proposes a Change and an Enhancement to the Condition

1) Marketing Plan Condition (Section 2, Condition #4)

We welcome the Commission's proposal for extending the marketing "protected zone", the concept that we proposed for much of Massachusetts and New Hampshire, to the rest of Massachusetts and New Hampshire and to Rhode Island. We understand the Commission's concerns that attracting the residents of these states is crucial to the success of the Region A casino and will assent to the marketing plan condition for these states. Due to the proximity of certain individuals in Maine, we propose that the "protected zone" contained in the licensing condition be extended to Maine in addition to the other states.

While we do not assent to extending the protected zone to Connecticut, we do believe that Mohegan Sun Connecticut's customers and customers at all of Mohegan Sun's other properties are fertile markets for attracting visitors to MSM. Accordingly, we propose enhancing

the marketing plan proposed condition by requiring that any gaming promotion undertaken by Mohegan Sun Connecticut, Mohegan Sun Pocono Downs or Resorts Atlantic City and any future gaming facility owned by Mohegan Tribal Gaming Authority will be redeemable at MSM. These three properties do the bulk of their marketing in New York, New Jersey, Connecticut and Pennsylvania and so MSM will gain additional protections related to individuals in those states and anywhere else that these three properties market.

Finally, we propose an additional enhancement to this condition. Brigade agrees to share all audit reports and data it obtains verifying compliance by MSM with the marketing provisions of its agreement with Mohegan Sun with the Commission or its agent who will be conducting regular audits and examinations.

New Proposed Condition

1) Proposed Condition on Domestic and International Marketing Plan (New Condition Section 2, #6)

MSM feels strongly compelled to propose its own condition related to a domestic and international marketing plan. In RFA-2 Response 2-36-02, we did propose a “Marketing Plan” that focused equally on out of state and in-state guests. In other RFA-2 Responses, we also detailed measures such as international marketing partnerships with Convention and Visitor Bureaus, a Formal Partnership with Attract Asia, immediate marketing to 125,000 international gamers in our 5,000,000 customer database, and opening offices for player representative in targeted markets, such as China, Brazil, Mexico and Malaysia. These plans form the basis for RFA-2 Response 2-36-01, where we specifically estimated that 15% to 25% of our gaming revenue would come from out of state visitors.

However, we have come to understand the Commission’s concerns related to the PKF Study’s overreliance on recaptured gaming revenue from residents of Massachusetts and understand therefore that Commissioners are concerned that MSM does not intend to have a true resort casino as contemplated by the legislature. We therefore propose a condition so that the Commission can have the appropriate assurances that MSM will make marketing to out of state residents a priority. Indeed, in light of the importance of this issue to the long-term success of legalized gaming in the Commonwealth, we believe the Commission should have a continuing role in monitoring the effectiveness of the marketing plans and the licensee’s commitment to their viability in an evolving marketplace.

Therefore, in light of the foregoing, we believe the following condition should be applied to our license:

1. Within 30 days of designation as the Region A licensee, MSM and an independent consultant chosen by the Commission will review MSM’s plan for marketing to visitors outside of Massachusetts;
2. This consultant will suggest changes and additions to the plan and present these additions and changes to the Commission; and

3. The Commission must approve the plan as a condition of licensure, and will annually monitor performance and compliance.

2) Proposed Condition on Brigade Divesture of MTGA Debt (New Condition Section 2, #7)

MSM and Brigade also would like to address the concern that the Commission expressed over the alignment of Brigade's interest with the Commonwealth's. Brigade will commit to fully divest all of its holdings in Mohegan Tribal Gaming Authority debt securities by the time of the opening of MSM.

Conditions Assented to with Minor Edits

- 1) **Surrounding Community Agreements Condition (Section 4, Conditions #1 and #12)**

In Section 4, conditions 1 and 12 are the same verbatim (except Surrounding Community is abbreviated in condition 12). We respectfully recommend that condition 12 be deleted and the balance renumbered.

- 2) **Unattended Minors (Section 4, Condition #60)**

We respectfully request that this condition be amended to refer to the "Revere Police Department" as the local agency for reporting, along with the State Police.

Conditions Assented to Without Comment

MSM and Brigade assents to the following conditions without comment:

- Section 1, Definition;
- Section 2, Condition #1, Condition #3;
- Section 3, Condition #1;
- Section 4, Conditions #1-11; Conditions #13-59, and Condition #61.

Again, we thank the Commission, the consultants and staff for their excellent work. We hope that after reviewing our response the Commission will see that we have sought to eliminate any and all potential concerns that members of the Commission might have. As noted during the evaluation hearings, our proposal provides a creative building design, significant traffic mitigation and improvements, strong host and surrounding community agreements, and problem gambling approaches that exceed industry benchmarks, all while ensuring the continued success of the State Lottery and Suffolk Downs. We greatly appreciate the thoughtful suggestions and approach in developing the proposed licensing conditions and believe, with your guidance, our proposal satisfies and exceeds each and every statutory requirement of the Expanded Gaming

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Act and fulfills the Commission's mission to ensure the greatest benefit to the Commonwealth.
Please do not hesitate to communicate any remaining questions to our team.

Sincerely,



Mitchell Etess,
Manager, Mohegan Sun Massachusetts
CEO, Mohegan Tribal Gaming Authority



Doug Pardon,
Partner
Brigade Capital Management, LP

cc: Catherine Blue, Esq.
John Ziemba, Esq.
Mr. J. Gary Luderitz
David Rome, Esq.
David Waddell, Esq.
Kevin Conroy, Esq.

SUMMARY OF CONDITIONS
MOHEGAN SUN MASSACHUSETTS LLC

	Section 1
Definitions	
	As used in this License, terms shall have the meaning defined in M.G.L. c. 23K and 205 CMR 101 et seq., unless the context clearly requires otherwise. In addition, the following terms shall have the following meanings:
Effective Date	The Effective Date of the License shall be three (3) business days after the certification of a “NO” vote on Question 3 in the November 4, 2014 general election.
EOEEA	Executive Office of Energy and Environmental Affairs.
FEIR	The Final Environmental Impact Report dated August 15, 2014, for the Project.
LEED	Leadership in Energy and Environmental Design, a rating system for the design, construction, operation, and maintenance of green buildings developed by the US Green Building Council.
License	The Category 1 gaming license issued by the Commission to MSM for operation of the Gaming Establishment.
MBE	Minority Business Enterprise.
MEPA	Massachusetts Environmental Policy Act, M.G.L. c. 30, §§ 61 through 62I, and the regulations promulgated by EOEEA pursuant thereto, 301 CMR 11.00 <i>et seq.</i>
MSM	MSM means Mohegan Sun Massachusetts, LLC, a Delaware limited liability company with principal address at 1 Mohegan Sun Blvd., Uncasville, CT 06382, and a Massachusetts office at 91 Hutchinson Street, Revere, Ma 02151.
Opening Date	The Date on which the Gaming Establishment commences operations and opens to the general public as approved by the Commission in accordance with G.L. c. 23K and 205 CMR 101 <i>et seq.</i>
Project	The construction and operation of the Gaming Establishment that is the subject of the License described in MSM’s RFA 2 application and as approved by the Commission as part of the Category 1 gaming license.
Secretary’s Certificate	The MEPA Certificate issued by the Secretary of EOEEA on the FEIR and/or on the SFEIR (as applicable) for the Project.
SFEIR	The Supplemental Final Environmental Impact Report for the Project.
Term	The term of the License commences upon the Commission approval of the commencement of the operation of the gaming establishment and continues for a period of 15 years thereafter.
VBE	Veteran Business Enterprise.
WBE	Women Business Enterprise.

		Section 2
	Financial Structure	
1.	Definitions	<p>For purposes of these License conditions, the following definitions apply.</p> <p>“Project” is defined as the Gaming Establishment described in MSM’s RFA 2 application and as approved by the Commission as part of the Category 1 gaming license.</p> <p>“Equity” is defined as an investment in MSM by an investor at risk without a stipulated rate of return and subordinated to all other commitments and used for the capital cost of the Project; provided, however, that Equity does not include expenses incurred prior to the grant of the license, including but not limited to, expenses incurred in negotiating agreements necessary for the Project or for applying and/or securing the Category 1 gaming license.</p> <p>“Debt” is defined as any secured interest for which that creditor is guaranteed a rate of return notwithstanding the overall profitability of the Project once in operation and includes covenants with which the debtor must comply.</p>
2.	Equity to Initiate Construction	<p>In addition to common equity in the amount of \$50 million and key money in the amount of \$20 million, MSM will obtain additional Equity in the amount of \$100 million <u>(consisting of an additional \$50 million of common Equity and an additional \$50 million common Equity guarantee)</u> to initiate design and construction of the Project. <u>MSM will also obtain an additional \$50 million in preferred equity interests and will fully comply with all the proposals made and described by MSM and Brigade’s September 12, 2014 Letter to the Commission (including, but not limited to making the proposed changes to the callability of the preferred equity, and the dividend rate and term of the preferred equity interests).</u> Additional Equity investors are subject to qualification as required by G.L. c.23K and 205 CMR 101 et seq.</p> <p><u>MSM shall provide comprehensive financing for the project and shall start the process immediately with its lenders to seek to have the credit facility in place as quickly as possible as described more fully by MSM and Brigade’s September 12, 2014 Letter to the Commission.</u></p>
3.	Notification of Debt Financing	<p>MSM shall notify the Commission of all debt financing used on the Project prior to debt closings. The details provided in such notifications shall include but not be limited to any and all covenants that may affect the host community and/or any surrounding community.</p>

4.	Marketing Plan	<p>MSM will market the Project at a no less than an equivalent basis in the states of Massachusetts, Connecticut, Rhode Island, <u>Maine</u> and New Hampshire with its marketing of the Mohegan Tribal Gaming Authority's other gaming facilities.</p> <p><u>Any gaming promotion offered to any customer regardless of location, including but not limited to Connecticut, New York, New Jersey, and Pennsylvania, by Mohegan Sun Connecticut, Mohegan Sun Pocono Downs or Resorts Atlantic City and any future gaming facility owned by Mohegan Tribal Gaming Authority will be redeemable at MSM.</u></p> <p>Marketing is defined as including, but is not limited to, advertising, direct mail programs, loyalty card programs, special events, entertainment, bus programs, coupons, reward points, comp'd meals, drinks or hotel accommodations, and free play. Marketing on an equivalent basis means that the dollar value and frequency of all forms of marketing in Massachusetts, Connecticut, Rhode Island, <u>Maine</u> and New Hampshire carried out at Mohegan Tribal Gaming Authority's other properties is no more than that offered by the Project. MSM will report to the Commission on its marketing on a schedule and with details to be determined by the Commission. The Commission or its agent will carry out regular audits and examinations relating to such reports to ensure ongoing compliance. MSM agrees to provide all records necessary to carry out these audits and examinations. MSM shall reimburse MGC for all costs associated with developing and monitoring the marketing rules and restrictions. <u>Brigade will share with the Commission or its agent all audit reports and data it obtains verifying compliance by MSM with the marketing provisions of its Agreements with MSM.</u></p>
5.	Loyalty Card Program Review	<p>MSM will provide an annual report to the Commission for its review on MSM's Momentum loyalty card program and any successor program(s). Such report shall include the number of participating businesses enrolled in the loyalty program and the dollar value of points redeemed at each business as well as any other information requested by the Commission from time to time. The first annual report to the Commission shall include an estimate of the annual dollar value of points expected to be redeemed in each of the first 3 years of operation of the Gaming Establishment. <u>MSM will hire a full time staff member whose sole responsibility is to recruit businesses off site for the Momentum program and promote the Momentum program to resort patrons.</u></p>
6.	<u>Domestic and International Marketing Plan</u>	<p><u>1. Within 30 days of designation as the Region A licensee, MSM and an independent consultant chosen by the Commission will review MSM's plan for marketing to visitors outside of Massachusetts;</u></p>

		<p><u>2. This consultant will suggest changes and additions to the plan and present these additions and changes to the Commission; and</u></p> <p><u>3. The Commission must approve the plan as a condition of licensure, and will annually monitor performance and compliance.</u></p>
7.	<u>Brigade Divestiture of MTGA Debt</u>	<u>Brigade will fully divest all of its holding in Mohegan Tribal Gaming Authority debt securities by the Opening Date.</u>

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		Section 3
1.	Building and Site Design	MSM shall submit exterior material and finish selection and samples for review and approval by the Commission as part of the planned reporting to the Commission in accordance with the design and construction schedule to be approved by the Commission pursuant to the Commission’s regulations.
		Section 4
	Other Conditions	
1.	Surrounding Community Agreements – Vendor Purchases	In the Host Community Agreement with Revere, MSM agreed to make good faith efforts to purchase \$10 million of goods and services within the Revere municipal boundaries. MSM also incorporated a similar commitment to Boston (\$50 million in goods and services) and Chelsea (\$2.5 million) in their respective Surrounding Community Agreements. These 3 municipally-specific commitments total \$62.5 million. In ten other Surrounding Community Agreements, MSM provided a blanket commitment to make good faith efforts to spend \$50 million on goods and services within a 15 mile radius of Revere City Hall. MSM’s projected local goods and services spend is projected to be \$62.2 million. MSM is required to reconcile the difference in goods and services spending and commitments in the Host and Surrounding Community Agreements to each of the surrounding communities in writing and to report such reconciliation to the Commission prior to license award.
2.	Compliance with c. 23K and 205 CMR	Compliance with all of the requirements of M.G.L. c. 23K, as now in effect and as hereafter amended and 205 CMR 101 et seq., as now in effect and as hereafter promulgated or amended.
3.	Compliance with law	Compliance with all applicable federal, state and applicable and lawful local laws, rules and regulations, now in effect or as hereafter promulgated or amended.
4.	Compliance with MEPA	Compliance with all of the terms and conditions required by MEPA as provided in the Secretary’s certificate and in any FEIR or SFEIR required by the EOEEA
5.	Payment of the License Fee	Payment of the License fee as established in G.L. c. 23K, § 10(d) and 205 CMR 121.01(1) within three (3) business days of the Effective Date.

6.	Payment of Gross Gaming Revenue	Pay daily to the Commission the gross gaming revenue payment as provided by G.L. c.23K, §55, and 205 CMR.
7.	Payment of the Assessment Fee	Payment of assessments made pursuant 205 CMR 121.00 within three (3) business days of the Effective Date. Such assessments shall be offset by any installment payment made by MSM under 205 CMR 121.02(1)
8.	Payment of the Slot Assessment Fee	Payment within three (3) business days of the Commission's vote to award the License to MSM an installment fee pursuant to 205 CMR 121.02(1) in the amount of \$7,223,540. This payment shall be considered an installment and credited to the Slot Assessment in the amount of \$2,028,246 and six (6) months of the Commission's Annual Assessment in the amount of \$5,195,294 as set forth in G.L. c. 23K, § 56(a) and (c); 205 CMR 121.01(3) (a) and (3) (b); 205 CMR 121.02(2) and (3). (Note: numbers subject to review pending final slot machine numbers.)
9.	Bond	Within 30 days after the Effective Date: (a) Deposit \$x, representing 10% of the total investment proposed in the RFA-2 application into an interest bearing escrow account held by the Commission in accordance with M.G.L. c. 23K, §10(a); or (b) Secure a deposit bond, in a form and from an institution acceptable to the Commission, insuring that \$x, representing 10% of the proposed capital investment shall be forfeited to the Commonwealth of Massachusetts if the Designated Licensee is unable to complete the gaming establishment, as determined by the Commission.
10.	Compliance with G.L. c.23K, §15(3)	Compliance with the requirements of G.L. c. 23K, §15 (3) regarding land acquisition within 60 days of the Effective Date.
11.	Compliance with Agreements	MSM shall have an affirmative obligation to abide by and comply with the terms and conditions of the following: 1. the host community agreement; 2. surrounding community agreements; 3. impacted live entertainment agreements; 4. lottery agreements;

		<ol style="list-style-type: none"> 5. any agreements related to the Licensee’s RFA 2 application signed with local partners as of the Effective Date; 6. the memorandum of understanding between MSM and the Massachusetts Community College Casino Career Institute attached to the RFA 2 application as 3-03-02; 7. affirmative marketing programs for those businesses identified in c. 23K §21 (21) (i) (ii) and (iii) for design and construction of the Gaming Establishment; 8. affirmative action programs identified under c.23K, §21(a)(22); 9. all federal, state and applicable and lawful local permits and approvals required to construct and operate the Gaming Establishment; and 10. all executed Signature Forms contained in section B of theRFA-2 application.
12.	<p>Surrounding Community Agreements – Vendor Purchases</p>	<p>In the HC Agreement with Revere, MSM agreed to make good faith efforts to purchase \$10 million of goods and services within the Revere municipal boundaries. MSM also incorporated a similar commitment to Boston (\$50 million) and Chelsea (\$2.5 million) in SC Agreements. These 3 municipally specific commitments total \$62.5 million. In ten other SC Agreements, MSM provided a blanket commitment to make a good faith efforts to spend \$50 million on goods and services within a 15mile radius of Revere City Hall. MSM’s projected local goods and services spend is \$62.2 million. MSM is required to reconcile the difference in goods and services spending and commitments in HC and SC Agreements prior to license award ad to communicate the reconciliation in writing to the host and surrounding communities.</p>
13.	<p>Affirmative Marketing Program – Design and Construction</p>	<p>The provision of a plan including public events and outreach within thirty (30) days of the Commission’s request after the Effective Date for the Commission’s review and approval creating an affirmative marketing program for those businesses identified in c.23K, §21(a)(21)(i) and (ii) (MBEs, VBEs and WBEs) for design and construction. The plan will include a robust public outreach component to those businesses identified in c.23K, §21(a)(21)(i) and (ii) for design and construction.</p>
14.	<p>Affirmative Marketing Program – Goods and Services</p>	<p>The provision of a plan including public events and outreach within ninety (90) days of the Commission’s request after the Effective Date for the Commission’s review and approval creating an affirmative marketing program for those businesses identified in c.23K,</p>

		§21(a)(21)(iii) for provision of goods and services procured by the Gaming Establishment. The plan will include a robust public outreach component to those businesses identified in c.23K, §21(a)(21)(iii) for provision of goods and services procured by the Gaming Establishment.
15.	Affirmative Action Program	<p>The provision of a plan including public events and outreach within thirty (30) days of the Commission’s request after the Effective Date of the License for the Commission’s review and approval creating an affirmative action program for of equal opportunity to those residents identified in c.23K, §21(a) (22) on construction jobs.</p> <p>The plan will include a robust public outreach component to those residents identified in c.23K, §21(a)(22) (minorities, women and veterans).</p>
16.	Compliance with Construction Plans	Compliance with the construction plans, specifications, and timelines as approved by the Commission in accordance with G.L. c. 23K and 205 CMR.
17.	Compliance with the Information in the RFA 2 and Evaluation Reports	MSM shall have an affirmative obligation to abide by every statement made in its RFA 2 application, including the evaluation reports prepared by the Commission as part of the Commission's evaluation process which are incorporated by reference into the License.
18.	Creation of a Plan to Identify and Market Employment Opportunities to Unemployed Residents	The provision of a plan within ninety (90) days of the Commission’s request after the Effective Date to work with the Massachusetts Department of Labor and Workforce Development and related state and local agencies, including consultation with the Massachusetts Department of Labor and Workforce Development, to create a plan for approval by the Commission to identify and market employment opportunities to unemployed residents of Massachusetts. The plan will include a robust public outreach component to identify and market employment opportunities to unemployed residents of Massachusetts.
19.	Creations of a Regional Tourism Marketing Plan	The creation of a regional tourism marketing and hospitality plan in consultation with the regional tourism council and the Massachusetts Office of Travel and Tourism, and subject to approval by the Commission. Such plan shall include, but is not limited to, making space available in the Gaming Establishment for state and regional tourism information, links on MSM’s website to the regional tourism council website, a joint marketing

		program with the regional tourism council and the Massachusetts Office of Travel and Tourism, staff training in regards to the plan and sharing of visitor data with the regional tourism council and the Massachusetts Office of Travel and Tourism. Such plan shall be provided to the Commission for its approval at least ninety (90) days prior to the anticipated Opening Date.
20.	Creation of a Plan to Identify Local Vendors	MSM shall submit exterior material and finish selection and samples for review and approval by the Commission as part of the planned reporting to the Commission in accordance with the design and construction schedule to be approved by the Commission pursuant to the Commission's regulations.
21.	Institution of Credit and Collection Practices	Institution of credit and collection practices that comply with G.L. c. 23K and 205 CMR.
22.	Compliance with Commission Free Play Standards	Compliance with any free play standards set by the Commission.
23.	Litigation Update to the Commission	Within 30 days of the Effective Date and thereafter on an ongoing basis, MSM shall file with the Commission and timely update a list regarding the status of all pending litigation to which MSM, any qualifying entity, and the tribe is a party. For the purposes of this condition, litigation is defined as any matter in which (a) the damages may reasonably be expected to exceed \$100,000 and which is not fully and completely covered under an insurance policy with a licensed insurance carrier or (b) the legal or equitable relief requested seeks to revoke or suspend MSM's license or otherwise may affect MSM's ability to apply for or maintain a license for a casino or gaming establishment in the Commonwealth or any other jurisdiction.
25.	Changes in Directors, Officers or Qualifiers	MSM shall comply with 205 CMR 116.04 and 116.06 relative to notification of anticipated, proposed or actual changes.
26.	Financial Transactions	MSM shall comply with 205 CMR 116.05 relative to notification of new financial sources.
27.	Transfer of Interest	The transfer of any interest in the Licensee or the Licensee's interest in the Project is subject to the requirements of G.L. c.23K and 205 CMR currently in

		effect or promulgated in the future.
27.	Notification of Defaults	MSM shall promptly inform the Commission of any declared default or any material failure to meet any payment of interest or principal when due under any of its existing or future debt.
28.	Notification of Refinancing of Debt	MSM shall promptly notify the Commission if it intends to enter into a transaction to refinance its existing debt or incur any additional capital debt obligations of \$50,000,000 or more, whether in a single transaction or cumulative transactions during any consecutive 12-month period
29.	Submission of Audited Financial Statements	Within fourteen (14) days of their availability and throughout the Term of the License, MSM shall submit to the Commission annual audited financial statements, if available; otherwise, it shall file consolidated audited financial statements with the Commission in the manner provided by 205 CMR.
30.	Compliance with Bank Secrecy Act of 1970	MSM shall submit at least 90 days prior to the anticipated Opening Date and adhere to a Plan for compliance with the United States Currency and Foreign Transactions Reporting Act (“The Bank Secrecy Act of 1970) which requires U.S. financial institutions, including casinos, to assist U.S. government agencies to detect and prevent money laundering.
31.	LEED Gold Certification	MSM shall commit to being LEED Gold or higher certifiable in the manner indicated in the FEIR and the most recent LEED Gold score sheet submitted by MSM as part of its RFA 2 application, whichever is more recent.
32.	Compliance with Wage Scales Provided in RFA 2	MSM shall adhere as reasonably practicable to the average wage scales provided in its RFA 2 application.
33.	Application for Alcoholic Beverage License	MSM shall apply for an alcoholic beverage license in accordance with G.L. c. 23K and 205 CMR.
34.	Compliance with All Permitting Requirements	MSM shall take all reasonable steps necessary to obtain all required permits for commencement of the Project, and to continue related design work, and to put in place all necessary contracts such that the MSM will be ready to commence work on the Project as soon as practicable after the effective date of the License. For the purposes of this

		paragraph, determination of reasonableness and practicability shall be determined through agreement between the MSM and the Commission. MSM shall report to the Commission on a monthly basis regarding its progress.
35.	Notification of Selection of General Contractor	MSM shall report to the Commission upon selection of a General Contractor and meet with the Commission to review MBE, WBE and VBE commitments and to ensure that the Contractor is aware of and accepts the MBE/WBE/VBE commitments set out in the RFA 2 application.
36.	Construction labor report	MSM shall provide to the Commission, on a quarterly basis, a detailed statistical report on the number, gender and race of individuals hired to perform labor as part of the construction of the gaming establishment.
37.	Representation of Local and Regional Business in Retail Program	MSM shall report to the Commission on MSM's efforts to have appropriate representation of local and regional businesses in MSM's retail program.
38.	Maintenance of Workplace Population in Revere	MSM shall report to the Commission regarding discussions with the City of Revere to maintain workforce population in the City of Revere.
39.	Notice of Change in Corporate Structure	MSM shall provide the Commission with notice of any change in its corporate governance structure including but not limited to changes in the membership of the audit and/or compliance committees.
40.	Waiver of Sovereign Immunity	MSM agrees that it will provide the Commission with written tribal council resolution that Mohegan Tribal Gaming Authority and any other Mohegan Tribal entities involved with or having an interest in MSM has waived any and all tribal immunity and any and all Tribal Court jurisdiction in connection with the license for the Gaming Establishment granted pursuant to G.L. c. 23K and for any related conduct. MSM shall submit the wording of the Tribal Council resolution to the Commission for its review and approval. Such resolution shall be passed no later than 30 days after the agreement to award the License.
41.	Capital expenditures	MSM shall make, or cause to be made, capital expenditures to its gaming establishment in a minimum aggregate amount equal to 3.5 per cent of the net gaming revenues derived from the establishment; provided, however, that it

		may make capital expenditures in an amount less than 3.5 per cent per year as part of a multi-year capital expenditure plan if such plan is submitted to and approved by the Commission as directed.
42.	Notice of Change in Corporate Structure	MSM shall provide the Commission with notice of any change in its corporate governance structure including but not limited to changes in the membership of the audit and/or compliance committee.
43.	Re-Opening of Conditions by the Commission	Nothing shall prevent the Commission from amending or modifying the License conditions upon a petition from MSM or upon a motion by the Commission.
44.	Conditions Binding on Successors and Assigns	All of the terms and conditions of the License shall be binding upon MSM and its successors and assigns.
45.	Dual ownership	MSM shall not operate, invest in or own, in whole or in part, another gaming licensee's license or gaming establishment in Massachusetts while it holds its own license.
46.	Cooperation in gaming-related investigations	MSM shall cooperate with the Commission and the Office of the Attorney General in all gaming-related investigations. MSM shall make readily available all documents, materials, equipment, personnel and any other items requested during an investigation; provided, however, that material that MSM considers a trade secret or detrimental to MSM if it were made public may, with the Commission's approval, be protected from public disclosure and MSM may require nondisclosure agreements with the Commission before disclosing such material.
47.	Cooperation in criminal matters	MSM shall cooperate with the Commission and the Office of the Attorney General with respect to the investigation of any criminal matter; provided, however, that MSM shall, upon receipt of a criminal or civil process compelling testimony or production of documents in connection with a civil or criminal investigation, immediately disclose such information to the Commission. In accordance with G.L. c.23K, § 21(a)(8), that this clause shall not prohibit private persons or public entities from seeking any remedy or damages against MSM.
48.	Warrantless searches	MSM shall allow the Commission or the IEB and state police officers assigned to the commission or the IEB to conduct warrantless searches of its gaming area.

49.	Duty to Inform	MSM shall have a duty to inform the Commission of any action which it reasonably believes would constitute a violation of G.L. c.23K and/or 205 CMR, and shall assist the Commission and any federal or state law enforcement agency in the investigation and prosecution of such violation; provided, however, that no person who informs the Commission of such an action shall be discriminated against by MSM as a consequence for having supplied such information.
50	Office space and parking	MSM shall provide an office for the Commission at the gaming establishment and the designated state police unit at the gaming establishment; provided, however, that the Commission shall establish the minimum requirements for square footage for the state police office, office furnishings and parking spaces.
51.	Employment report	MSM shall collect and annually report to the Commission a detailed statistical report on the number, job titles, benefits and salaries of employees hired and retained in employment at the gaming establishment.
52.	Employment of licensed or registered individuals	MSM shall employ only those persons licensed or registered by the Commission in accordance with G.L. c. 23K, § 30 and 205 CMR 134.00.
53.	Doing business with licensed or registered vendors	MSM shall do business only with those vendors licensed or registered by the Commission in accordance with G.L. c.23K, § 31 and 205 CMR 134.00.
54	Demographic information	MSM shall provide to the Commission aggregate demographic information with respect to the gaming licensee's customers in a manner and under a schedule to be defined by the Commission.
55.	On site space and training of employees relative to problem gambling.	MSM shall provide complimentary on-site space for an independent substance abuse, compulsive gambling and mental health counseling service and establish a program to train gaming employees in the identification of and intervention with customers exhibiting problem gaming behavior.
56.	Problem gambling	MSM shall comply with all problem gambling related regulations and directives promulgated by the Commission including keeping conspicuously posted in the gaming area a notice containing the name and a telephone number for problem gambling assistance; provided, however, that the

		Commission may require MSM to provide this information in more than 1 language.
57.	Self-exclusion from marketing or promotional communications	MSM shall provide a process for individuals to exclude their names and contact information from its database or any other list held by MSM for use in marketing or promotional communications.
58.	Public health strategies	MSM shall institute additional public health strategies as required by the Commission during the term of the license.
59.	Statistical reporting for MBE, WBE, and VBE	MSM shall collect and annually provide to the Commission a detailed statistical report on the total dollar amounts contracted with and actually paid to minority business enterprises, women business enterprises and veteran business enterprises in: (i) design contracts; (ii) construction contracts; and (iii) contracts for every good and service procured by the gaming establishment; provided, however, that such statistical report shall also identify the amounts so contracted as a percentage of the total dollar amounts contracted with and actually paid to all firms.
60.	Unattended minors	MSM shall require its security personnel to conduct regular checks of parking areas for minors left in motor vehicles and immediately report any such finding to the Everett Revere Police Department and on site state police.
61.	Conditions Binding on Successors and Assigns	All of the terms and conditions of the License shall be binding upon MSM and its Affiliates and permitted successors and assigns.