COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO. ____________

26 599

CITY OF SPRINGFIELD, Plaintiff, v. BLUE TARP reDEVELOPMENT, LLC and MGM RESORTS INTERNATIONAL, Defendants.	HAMPDEN COUNTY SUPERIOR COURT FILED SEP 03 2026 CLERK OF COURTS

COMPLAINT AND DEMAND FOR JURY TRIAL

NOW COMES the Plaintiff, City of Springfield, and alleges, avers, and states as follows:

1. This action arises from the failure of Blue Tarp reDevelopment, LLC ("Blue Tarp") to perform material obligations it owes to the City of Springfield (the "City") under the Host Community Agreement dated May 14, 2013 (the "HCA"), as amended, which governs the development and operation of the MGM Springfield casino resort in downtown Springfield.[1]

PARTIES

2. Plaintiff City of Springfield is a municipal corporation organized under the laws of the Commonwealth of Massachusetts, with offices at 36 Court Street, Springfield, Hampden County, Massachusetts.

3. Defendant Blue Tarp reDevelopment, LLC is a Massachusetts limited liability company with a usual place of business in Springfield, Hampden County, Massachusetts, where it operates the MGM Springfield casino under the trade name "MGM Springfield."

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[1] A true and correct copy of the Host Community Agreement, dated May 14, 2013, is attached hereto as **Exhibit A** and incorporated herein by reference as if set forth in full.

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4. Defendant MGM Resorts International ("MGM") is a Delaware corporation with a principal place of business at 3600 Las Vegas Boulevard South, Las Vegas, Nevada. MGM is the ultimate parent company of Blue Tarp, controls and directs Blue Tarp's performance of the HCA, executed the Transfer Restriction Agreement, and guaranteed Blue Tarp's obligations to the City.

JURISDICTION AND VENUE

5. This Court, a court of general jurisdiction, has subject matter jurisdiction over this action under G.L. c. 212, § 3. The amount in controversy exceeds $50,000, exclusive of interest and costs.

6. This Court may enter the declaratory relief sought herein under G.L. c. 231A, §§ 1 and 2.

7. Venue is proper in this Court as Hampden County is the parties' agreed exclusive forum under the HCA. In Section 13.4 of the HCA, the parties "expressly agree that the sole and exclusive place, status and forum of this Agreement shall be the City, Hampden County, Massachusetts," and further agreed that "all legal actions and procedures of any nature whatsoever which relate in any way to this Agreement" shall be brought exclusively in "the Superior Court Department of the Trial Court of the Commonwealth sitting in the Hampden County Hall of Justice in the City, or the United States District Court sitting in the City."

8. Venue is independently proper in Hampden County under G.L. c. 223, § 1, because the City is located in Hampden County, Blue Tarp maintains its usual place of business in Hampden County, and the Project is situated, and the events giving rise to this action occurred, in Hampden County.

FACTUAL ALLEGATIONS

9. On May 14, 2013, the City and Blue Tarp entered into the HCA, under which Blue Tarp agreed to develop, construct, operate, and maintain an approximately 850,000-square-foot mixed-use casino resort in downtown Springfield in exchange for the City's designation of Blue Tarp as its host-community casino developer.

10. Section 3 of the HCA requires that Blue Tarp "develop and construct the Project in material compliance with the Concept Design Documents and the Project Description." The "Project Description" is the detailed description of the Project set forth in Exhibit G to the HCA. HCA §§ 1 and 3.

11. The HCA further requires Blue Tarp to complete the Project by the Construction Completion Date. HCA § 3.2.

12. MGM Springfield opened to the public on August 24, 2018.

13. Exhibit G to the HCA requires that the Project include "no fewer than approximately 2,800–3,000 slot and video gaming machines, approximately 75–100 table games, including a poker room and a high-limit area and related support, security and customer service facilities." HCA at Exh. G.

14. Blue Tarp has failed to operate the casino with the required number of slot and video gaming machines and table games. The casino operates with approximately 1,600 slot and video gaming machines and approximately 50 table games.

15. Exhibit C to the HCA requires that Blue Tarp use its best efforts to employ, as of the Operations Commencement Date, "no fewer than Three Thousand (3,000) persons, of which no fewer than Two Thousand Two Hundred (2,200) persons shall be employed on a full-time equivalent basis at the Project and/or any work of the Developer's at any facility at Union Station."

16. Blue Tarp has failed to use best efforts to achieve or maintain those employment levels. The workforce at MGM Springfield has fallen to approximately 1,500 employees, fewer than 1,000 of whom are full-time.

17. As amended by the Second Amendment to the HCA (executed March 7, 2016), the "Commercial Office" component of the Project Description in Exhibit G requires up to 80,000 square feet of refurbished commercial space at 101 State Street.

18. The HCA required Blue Tarp to complete the commercial-office work no later than thirty (30) days following the Construction Completion Date.

19. Blue Tarp has not performed. It has not refurbished the commercial space at 101 State Street. To the City's knowledge, no work has been performed at 101 State Street as of the date of this filing; for approximately eight years the only activity at the site has been the erection of scaffolding attached to the façade and the placement of jersey barriers near the roadway.[2]

20. The City has repeatedly notified Blue Tarp and MGM of these defaults and demanded that they be cured. In a letter dated January 16, 2026, the City detailed Blue Tarp's shortfalls in gaming positions, table games, and employment, and its failure to perform the commercial-office obligation at 101 State Street, and demanded compliance with the HCA.

21. In a further letter dated April 2, 2026, the City reaffirmed that the terms of the HCA must be complied with and that Blue Tarp remains contractually obligated to perform the commercial-office work at 101 State Street.

22. Blue Tarp and MGM have refused to bring the Project into compliance with the HCA.

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[2] Just this week, Blue Tarp's construction vendor contacted the City, indicating that they intended to do some work on 101 State Street. However, the City is unaware of the scope of any proposed work and the work certainly has not yet been performed.

23. As a direct and proximate result of Blue Tarp's breaches, the City and its residents have been deprived of the benefits for which the City bargained. These benefits include, but are not limited to, the full economic activity, employment, and downtown revitalization that the contracted gaming positions, workforce levels, and commercial-office improvements were intended to generate.

COUNT I
BREACH OF CONTRACT
(Against Blue Tarp reDevelopment, LLC)

24. The City repeats and incorporates the allegations in paragraphs 1 through 23 as if fully set forth herein.

25. The HCA is a valid and binding contract between the City and Blue Tarp, supported by consideration.

26. The City has performed all of its obligations under the HCA.

27. The HCA requires Blue Tarp to use its best efforts to employ no fewer than 3,000 persons, of which no fewer than 2,200 on a full-time equivalent basis.

28. The HCA requires that the Project include "no fewer than approximately 2,800–3,000 slot and video gaming machines, approximately 75–100 table games, including a poker room and a high-limit area and related support, security and customer service facilities."

29. The HCA, as amended, required Blue Tarp to provide 80,000 square feet of refurbished commercial space at 101 State Street, and to complete that work no later than thirty days following the Construction Completion Date.

30. Blue Tarp breached the HCA by failing to use best efforts to achieve or maintain those employment levels, employing approximately 1,500 persons, fewer than 1,000 of them full-time.

31. Blue Tarp breached the HCA by failing to operate the casino with no fewer than approximately 2,800–3,000 slot and video gaming machines or approximately 75–100 table games, in material compliance with the Project Description. Blue Tarp operates the casino with approximately 1,600 slot and video gaming machines and approximately 50 table games.

32. Blue Tarp breached the HCA by failing to refurbish the commercial space at 101 State Street and by failing to complete that work by the contractual deadline.

33. As a direct and proximate result of Blue Tarp's breaches, the City has suffered damages.

COUNT II
DECLARATORY JUDGMENT
(Against Blue Tarp reDevelopment, LLC and MGM Resorts International)

34. The City repeats and incorporates the allegations in paragraphs 1 through 33 as if fully set forth herein.

35. An actual controversy exists between the City and Blue Tarp and MGM concerning the parties' respective rights, duties, and obligations under the HCA. This dispute includes Blue Tarp's obligations with respect to gaming positions, employment and workforce levels, and the refurbishment of the commercial office space at 101 State Street, and the completion deadlines for that work.

36. Pursuant to G.L. c. 231A, §§ 1 and 2, the City is entitled to a binding declaration of the parties' rights, duties, and obligations under the HCA.

37. The City requests a declaration that Blue Tarp is contractually obligated to perform the gaming-positions, employment, and commercial-office obligations described above, and that Blue Tarp and MGM remain bound to bring the Project into material compliance with the HCA.

COUNT III
SPECIFIC PERFORMANCE AND PERMANENT INJUNCTION
(Against Blue Tarp reDevelopment, LLC and MGM Resorts International)

38. The City repeats and incorporates the allegations in paragraphs 1 through 37 as if fully set forth herein.

39. Blue Tarp's obligations under the HCA concern unique real property in downtown Springfield and unique host-community benefits for which money damages are inadequate to make the City whole.

40. The City is entitled to an order of specific performance and a permanent injunction compelling Blue Tarp to perform its obligations under the HCA, including its obligations with respect to the rehabilitation and refurbishment of the commercial office space at 101 State Street and its gaming-positions and employment obligations, and enjoining Blue Tarp and MGM from continuing to withhold that performance.

COUNT IV
DECLARATORY JUDGMENT, ARBITRABILITY
(Against Blue Tarp reDevelopment, LLC and MGM Resorts International)

41. The City repeats and incorporates the allegations in paragraphs 1 through 40 as if fully set forth herein.

42. On August 5, 2026, Blue Tarp and MGM filed a Demand for Arbitration against the City with JAMS (JAMS Ref. No. 5400001510), asserting a dispute of $500 million.[3]

43. In that Demand, Blue Tarp and MGM seek, among other relief, a declaratory judgment concerning MGM's and Blue Tarp's obligations under the HCA as to 101 State Street

[3] A true and correct copy of the Demand, dated August 5, 2026, is attached hereto as **Exhibit B** and incorporated herein by reference as if set forth in full.

and an order of specific performance compelling the City to consent to the proposed sale of Blue Tarp.

44. The arbitration provision on which Blue Tarp and MGM rely, Section 16 of the Transfer Restriction Agreement, extends to disputes arising under or relating to that agreement. The Host Community Agreement contains a separate and narrower arbitration provision, Section 13.14, which commits to arbitration only disputes "arising under Sections 4.1(b); 4.5; or 12.1; the determination of Gross Revenue, and/or such other matters . . . as the Parties may mutually determine." HCA § 13.14.

45. The obligations addressed by the relief Blue Tarp and MGM request arise under the HCA and are not among the matters the parties agreed to arbitrate. The City did not agree to submit those HCA-based matters to arbitration.

46. Whether the parties agreed to arbitrate the matters and relief presented in the Demand for Arbitration is a question of arbitrability for this Court to decide. An actual controversy exists between the City, on the one hand, and Blue Tarp and MGM, on the other, as to the arbitrability of the relief requested in the Demand for Arbitration.

47. Pursuant to G.L. c. 231A, §§ 1 and 2, the City is entitled to a declaration resolving that controversy.

48. The City requests a declaration that the relief requested in the Demand for Arbitration is not arbitrable and is reserved for determination by this Court.

COUNT V
INJUNCTIVE RELIEF STAYING THE ARBITRATION
(Against Blue Tarp reDevelopment, LLC and MGM Resorts International)

49. The City repeats and incorporates the allegations in paragraphs 1 through 48 as if fully set forth herein.

50. The City did not agree to arbitrate the HCA-based matters and relief presented in the Demand for Arbitration, and the arbitrability of that relief is for this Court to decide. Upon application, the Superior Court "may stay an arbitration proceeding commenced or threatened if it finds that there is no agreement to arbitrate." G.L. c. 251, § 2(b).

51. The Demand for Arbitration invokes an expedited procedure requiring the arbitrator to render a final, binding determination that is "not subject to appeal" within forty-five (45) days of the parties' submissions. Absent a stay, the arbitrator will adjudicate the City's HCA-based rights and obligations before this Court can determine arbitrability or adjudicate the City's claims, on a non-appealable basis and with a substantial risk of inconsistent and preclusive results.

52. The City has no adequate remedy at law. Being compelled to arbitrate matters it did not agree to arbitrate, and the loss of its right to a judicial determination of those matters, constitute irreparable harm that cannot be remedied by money damages. The balance of harms and the public interest favor a stay pending this Court's determination of arbitrability.

53. The City is therefore entitled to preliminary and permanent injunctive relief, under G.L. c. 251, § 2 and G.L. c. 231A, § 5, staying the arbitration captioned MGM Resorts International & Blue Tarp reDevelopment, LLC v. City of Springfield, JAMS Ref. No. 5400001510, insofar as it seeks relief concerning the parties' HCA-based rights and obligations, pending this Court's determination of arbitrability and adjudication of the claims in this action.

DEMAND FOR RELIEF

WHEREFORE, the City of Springfield respectfully requests that this Court:

1. Enter judgment for the City on Count I and award the City its damages caused by Blue Tarp's breaches of the HCA, in an amount to be determined at trial;

2. Declare, pursuant to G.L. c. 231A, the parties' rights, duties, and obligations under the HCA, including that Blue Tarp is obligated to perform the gaming-positions, employment, and commercial-office obligations described herein;

3. Order specific performance of the HCA and enter a permanent injunction compelling Blue Tarp to perform, and enjoining Blue Tarp and MGM from continuing to withhold performance of, their obligations under the HCA;

4. Declare, pursuant to G.L. c. 231A, that the relief requested in Defendants' Demand for Arbitration concerning the parties' rights and obligations under the HCA, including as to 101 State Street, is not arbitrable and is reserved for this Court;

5. Enter preliminary and permanent injunctive relief, pursuant to G.L. c. 251, § 2, staying the arbitration captioned MGM Resorts International & Blue Tarp reDevelopment, LLC v. City of Springfield, JAMS Ref. No. 5400001510, insofar as it seeks relief concerning the parties' HCA-based rights and obligations, pending this Court's determination of arbitrability and adjudication of this action;

6. Award the City its costs and attorneys' fees to the extent permitted by law; and

7. Grant such other and further relief as the Court deems just and proper.

JURY DEMAND

The City demands a trial by jury on all issues so triable.

Respectfully submitted,

CITY OF SPRINGFIELD,

By its attorneys,

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Dated: September 3, 2026

EXHIBIT A

HOST COMMUNITY AGREEMENT

BY AND BETWEEN

CITY OF SPRINGFIELD, MASSACHUSETTS

AND

BLUE TARP REDEVELOPMENT, LLC

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HOST COMMUNITY AGREEMENT

This Host Community Agreement ("**Agreement**") is dated as of May 14, 2013, by and between the City of Springfield, Massachusetts, a municipal corporation ("**City**"), acting by and through its Chief Development Officer with the approval of the Mayor and City Council as the governing body under the Act (as hereinafter defined), having its principal place of business at 36 Court Street, Springfield, Massachusetts 01103 and Blue Tarp reDevelopment, LLC, a Massachusetts limited liability company having its principal place of business at 1441 Main Street, Springfield, MA 01103 ("**Blue Tarp**") and upon execution of a joinder to this Agreement (the "**Joinder**"), MGM Springfield reDevelopment, LLC, to be formed hereinafter in connection with Chapter 121A (as defined in Section 3.5) (the "**Urban Redevelopment Corp.**") (Blue Tarp and the Urban Redevelopment Corp. are collectively, and as applicable, individually, referred herein as "**Developer**"). Capitalized terms used and defined elsewhere in this Agreement are defined in Section 1.

RECITALS

A. In November 2011, the Commonwealth of Massachusetts (the "**Commonwealth**") enacted "An Act Establishing Expanded Gaming in the Commonwealth," codified at Chapter 194 of the Acts of 2011, Mass. Gen. Law, ch. 23K, as amended from time to time (together with any rules and regulations promulgated thereunder, the "**Act**").

B. The Act reflects the public policies of the Commonwealth with regard to the operation and regulation of gaming as well as the public benefits to the Commonwealth and its citizens that can result from a gaming project conducted in accordance with such policies, such as the creation of jobs, the generation of revenues for public purposes, and the increase of tourism and economic development within the Commonwealth.

C. The Act established the Massachusetts Gaming Commission (the "**Commission**") having the authority and responsibility to select, license, oversee and regulate expanded gaming facilities in the Commonwealth.

D. Under the Act, the Commission has the authority to issue not more than three Category 1 licenses to qualified applicants based on the applications and bids submitted to the Commission.

E. The Act provides that no applicant is eligible to receive a gaming license unless the applicant provides the Commission a signed agreement between the applicant and the municipality in which the applicant has proposed locating a gaming establishment, which agreement sets forth the conditions to have a gaming establishment in such host community and provides for the payment by such applicant of a community impact payment to such host community.

F. The Act also requires an applicant to demonstrate to the Commission, among other things, how the applicant proposes to address community development and advance the Act's objective to gain public support for its application.

G. Through a two-phase Request for Qualifications/Request for Proposals issued by the City, and after considering public input, the City selected Developer to negotiate and enter into this Agreement setting forth the terms and conditions with respect to which Developer will develop, construct, own and operate a destination resort casino in the City should the (i) City Council approve this Agreement; and (ii) City voters approve a ballot question permitting the operation of such gaming establishment in the City and upon issuance by the Commission of a Category 1 license to Developer having no material conditions that are unacceptable to Developer.

H. The Project Site (as more particularly defined below) which contemplates not only a destination resort casino, but also ancillary facilities such as retail, housing and entertainment components, currently generates approximately Three Hundred and Seventy Thousand Dollars ($370,000) in annual property taxes for the City.

I. The Project (defined below) will result in hundreds of millions of dollars of capital investment in the City by Developer as well as thousands of construction jobs and permanent direct jobs, as well as related indirect jobs and revenue, for both the City and the surrounding area.

NOW, THEREFORE, in consideration of their mutual execution and delivery of this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions.

The terms defined in this Section 1 shall have the meanings indicated for purposes of this Agreement. Definitions which are expressed by reference to the singular or plural number of a term shall also apply to the other number of that term. Capitalized terms which are used primarily in a single Section of this Agreement are defined in that Section.

(a) "**121A Approvals**" means any and all agreements and approvals from the City and DHCD (as defined in Section 3.5) necessary to allow the Project to qualify for alternative tax payments pursuant to Chapter 121A (as that term is defined in Section 3.5).

(b) "**Act**" is defined in Recital A hereof.

(c) "**Additional Commitments**" means collectively, those obligations of Developer to the City and others including those obligations with respect to: (i) promoting economic growth in the City; (ii) marketing the Project; (iii) enhancing existing services for treatment of compulsive behavior disorders; (iv) ensuring minors will be prohibited from gambling in the Casino; (v) providing security in and around the Project; (vi) hiring, training and employment; (vii) utilization of City businesses during the design, construction and operation of the Project; (viii) utilizing sustainable development principles in connection with the Project; (ix) contributing to City institutions and charitable organizations; (x) entering into agreements with "impacted live entertainment venues", as that term is defined in the Act; and (xi) entering into agreements with Surrounding Communities, all as more specifically described on Exhibits B, C, D and E.

(d) "**Affiliate**" means a Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by, or is under common Control with, another Person. For purposes of clarification, Affiliates of Developer include, without limitation, Parent Company.

(e) "**Agreement**" means this Host Community Agreement including all exhibits and schedules attached hereto, as the same may be amended, supplemented or otherwise modified from time to time.

(f) "**Approvals**" means all or any licenses, permits, approvals, consents and authorizations that Developer is required to obtain from any Governmental Authority to perform and carry out its obligations under this Agreement, including, but not limited to, a Category 1 license issued by the Commission to Developer having no material conditions that are unacceptable to Developer, and such other permits and licenses necessary to complete the Work, and to open, operate and occupy the Project Site and the Project.

(g) "**Business Day**" means all weekdays except Saturday and Sunday and those that are official legal holidays of the City, Commonwealth or the United States government. Unless specifically stated as "Business Days," a reference to "days" means calendar days.

(h) "**Casino**" means any premises in the City wherein Gaming is conducted by Developer pursuant to the Act and this Agreement, and includes all buildings, improvements, equipment, and facilities developed, constructed, used or maintained in connection with such gaming.

(i) "**Casino Gaming Operations**" means any land-based Gaming operations permitted under the Act and offered or conducted at the Project but does not include any internet based gaming, to the extent permitted in the future by applicable law.

(j) "**Casino Manager**" means any Person, excluding employees of the Developer or any of its Affiliates, engaged, hired or retained by Developer to manage and/or operate the Casino and the Casino Gaming Operations.

(k) "**Casino Year**" means the one-year period beginning on July 1 of each year and ending on the next succeeding June 30, except that (a) the first Casino

Year shall begin on the date of Operations Commencement and end on the next succeeding June 30, and (b) the last Casino Year shall begin on the calendar day following expiration of the preceding Casino Year and ends on the date that is the last day of the Term.

(l) "**Category 1 license**" shall have the same meaning as given to such term in the Act.

(m) "**City**" means the City of Springfield, Massachusetts, a municipal corporation.

(n) "**City Council**" means the City Council of the City.

(o) **"City Parcels"** means collectively, (i) the site of the former South End Community Center, located on 29 Howard Street, Springfield, MA, and (ii) the site of the former Alfred G. Zanetti School, located on 59 Howard Street, Springfield, MA.

(p) "**Closing Certificate**" means the certificate to be delivered by Developer in the form as attached hereto as Exhibit M.

(q) "**Closing Conditions**" shall have the meaning ascribed to that term in Section 2.3.

(r) "**Closing Date**" means (x) the tenth (10^{th}) Business Day after the last to occur of (i) approval of this Agreement by the City Council; (ii) execution hereof by the Mayor and other necessary City officials; (iii) the approval by the City Council to hold the Election prior to a positive determination of suitability having been issued to the Developer by the Commission pursuant to the Commission's Request for Application – Phase One; and (iv) confirmation by the City to Developer that the City shall enter into a single host community agreement for a resort casino project, or (y) such later date as the City and Developer may agree in writing.

(s) **"Closing Deliveries"** shall have the meaning ascribed to that term in Section 2.3.

(t) **"Commission"** is defined in Recital C hereof.

(u) **"Commonwealth"** is defined in Recital A hereof.

(v) "**Community Development Fund**" shall have the meaning ascribed to that term in Section 4.2.

(w) "**Community Development Grants**" shall have the meaning ascribed to such term in Section 4.2.

(x) "**Community Impacts**" means collectively, Direct Community Impacts and Indirect Community Impacts.

(y) "**Community Impact Payments**" means those payments set forth on Exhibit A determined by the City to be reasonable and necessary to reimburse the City for its capital and ongoing costs to be incurred by the City to effectively mitigate the Community Impacts.

(z) "**Complete**" means the completion of the Work, as evidenced by the issuance of a temporary certificate of occupancy by the appropriate Governmental Authority for all Components to which a certificate of occupancy would apply, and that not less than seventy-five percent (75%) of the parking structure and not less than seventy-five percent (75%) of the Gaming Area, seventy-five percent (75%) of the hotel rooms, and fifty percent (50%) of the aggregate retail floor space and fifty percent (50%) of the aggregate restaurant floor space are open to the public for their intended use (and/or in the case of the retail and restaurant floor spaces, are completed as shells and available for leasing).

(aa) "**Component**" means any of the following included as part of the Project: the hotel; Casino; restaurants; meeting and assembly space; ballroom; theater; retail space; entertainment, recreational facilities and spa; parking; private bus, limousine and taxi parking and staging areas; the other facilities described on Exhibit G; and such other major facilities that may be added as components by amendment to this Agreement.

(bb) "**Concept Design Documents**" means documents for the design of the Project attached to this Agreement as Exhibit I.

(cc) "**Condemnation**" means a taking of all or any part of the Project by eminent domain, condemnation, compulsory acquisition or similar proceeding by a competent authority for a public or quasi-public use or purpose.

(dd) "**Construction Completion Date**" means the date occurring no later than thirty-three (33) months following the date on which the Commission issues to the Developer a Category 1 license having no material conditions that are unacceptable to Developer.

(ee) "**Control(s)**" or "**Controlled**" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, as such terms are used by and interpreted under federal securities laws, rules and regulations.

(ff) "**CPI**" shall mean the United Stated Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all Urban Consumers, U.S. City Average All Items, 1982-84=100. In the event that the United States Department of Labor shall cease to promulgate the CPI, the Developer and the City agree to meet and discuss in good faith the adoption of the commonly accepted alternative to the CPI for the purposes hereof.

(gg) "**CPI Adjustment Factor**" shall mean a fraction, the numerator of which shall be the difference between the CPI published for July of the year in which the adjustment is being made and the CPI published for July of the preceding year, and the denominator of which shall be the CPI published for July of the preceding year.

(hh) "**Default**" means any event or condition that, but for the giving of notice or the lapse of time, or both, would constitute an Event of Default.

(ii) "**Default Rate**" means a rate of interest at all times equal to the greater of (i) the rate of interest announced from time to time by Bank of America, N.A. ("**B of A**"), or its successors, as its prime, reference or corporate base rate of interest, or if B of A is no longer in business or no longer publishes a prime, reference or corporate base rate of interest, then the prime, reference or corporate base rate of interest announced from time to time by such local bank having from time to time the largest capital surplus, plus four percent (4%) per annum or (ii) twelve percent (12%) per annum, provided, however, the Default Rate shall not exceed the maximum rate allowed by applicable law.

(jj) "**Developer**" means Blue Tarp and Urban Redevelopment Corp., or their respective successors or assigns as permitted hereunder.

(kk) "**Developer Payments**" shall have the meaning ascribed to that term in Section 4.6(a).

(ll) "**Development Process Cost Fees**" means, to the extent not otherwise (i) previously paid by Developer to the City, whether directly or indirectly or (ii) payable by Developer hereunder, a fee to reimburse the City for the aggregate amount of any and all costs and expenses in good faith paid or incurred by the City to third parties (including attorneys, accountants, consultants and others) in connection with the planning and preparation of the RFQ/P; the casino selection process undertaken in connection with the RFQ/P; the Election; the negotiation, preparation and enforcement of this Agreement; the planning, development, ownership, management and operation of the Project; the issuance by the Commission of a Category 1 license to the Developer having no material conditions that are unacceptable to Developer; failure to renew a Category 1 license to the Developer; and any litigation filed by or against the City or in which the City intervenes in connection with any of the foregoing; provided, however, notwithstanding anything to the contrary contained herein, Development Process Cost Fees shall not include any costs and fees incurred by the City arising from or related to its breach of its obligations under this Agreement or, if in any enforcement action of this Agreement, the City is not the prevailing party and also shall not include Community Impact Payments, the amounts that are subject to Section 7.4, and amounts due pursuant to the Section 6A Agreement.

(mm) "**Direct Community Impacts**" means the known and direct community impacts including the additional police, fire protection, administrative, education, housing and emergency medical services directly or indirectly resulting from or related to the development or operation of the Project, and necessary from time to time to protect the health, safety and welfare of the City's residents, the temporary workforce needed to construct the Project, the employees of the Project and the expected increased number of visitors to the City.

(nn) "**direct or indirect interest**" means an interest in an entity held directly or an interest held indirectly through interests in one or more intermediary entities connected through a chain of ownership to the entity in question, taking into account the dilutive effect of the interests of others in such intermediary entities.

(oo) "**Election**" means the election on the ballot question as required by Section 15(13) of Act.

(pp) "**Event of Default**" shall have the meaning ascribed to it in Section 7.1.

(qq) "**Financing**" means the act, process or an instance of obtaining specifically designated funds for the Project, whether secured or unsecured, including (i) issuing securities; (ii) drawing upon any existing or new credit facility; or (iii) contributions to capital by any Person

(rr) "**Finance Affiliate**" means any Affiliate created to effectuate all or any portion of a Financing.

(ss) "**Final Completion**" means the completion of the Work, as evidenced by the issuance of a temporary certificate of occupancy by the appropriate Governmental Authority for all Components to which a certificate of occupancy would apply, and that at least ninety-five percent (95%) of the parking structure, Gaming Area, hotel rooms, retail floor space and restaurant floor space are open to the public for their intended use (and/or in the case of the retail and restaurant floor spaces, are completed as shells and available for leasing).

(tt) "**Final Completion Date**" means the date occurring no later than six (6) months following the Construction Completion Date.

(uu) "**Finish Work**" refers to the finishes which create the internal and external appearance of the Project.

(vv) "**First Class Project Standards**" means the general standards of quality for construction, maintenance, operations and customer service established and maintained on the date hereof at the MGM Grand Hotel and Casino, Las Vegas, Nevada, taken as a whole.

(ww) "**Force Majeure**" shall have the meaning ascribed to such term in Section 12.1.

(xx) "**GAAP**" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as may be approved by a significant segment of the accounting profession for use in the United States, which are applicable to the circumstances as of the date of determination.

(yy) **"Gaming"** shall have the same definition as in the Act but shall not include internet based gaming.

(zz) "**Gaming Area**" means the space on which Casino Gaming Operations occur.

(aaa) "**Gaming Authorities**" means all agencies, authorities and instrumentalities of the City, Commonwealth, or the United States, or any subdivision thereof, having jurisdiction over the Gaming or related activities at the Casino, including the Commission, or their respective successors.

(bbb) "**Governmental Authority**" or "**Governmental Authorities**" means any federal, state, county or municipal governmental authority, including all executive, legislative, judicial and administrative departments and bodies thereof (including any Gaming Authority) having jurisdiction over Developer and/or the Project.

(ccc) "**Governmental Requirements**" means the Act and all laws, ordinances, statutes, executive orders, rules, zoning requirements and agreements of any Governmental Authority that are applicable to the acquisition, remediation, renovation, demolition, development, construction and operation of the Project including all required permits, approvals and any rules, guidelines or restrictions enacted or imposed by Governmental Authorities, but only to the extent that such laws, ordinances, statutes, executive orders, zoning requirements, agreements, permits, approvals, rules, guidelines and restrictions are valid and binding on Developer.

(ddd) "**Gross Revenue**" shall have the same meaning as given to such term in the Act but in no event shall include revenues generated from internet gaming.

(eee) "**Guaranty and Keep Well Agreement**" means the Guaranty and Keep Well Agreement dated as of the Closing Date between the City and Parent Company in substantially the same form as Exhibit L attached hereto.

(fff) "**including**" and any variant or other form of such term means including but not limited to.

(ggg) "**Indirect Community Impacts**" means collectively, the following known and unknown potential and actual impacts to the City and its residents related to or indirectly resulting from the development and operation of the Project from time to time not specifically covered under Direct Community Impacts: (i) increased use of City services; (ii) increased use of City infrastructure; (iii) the need for additional City infrastructure, employees and equipment; (iv) increased traffic and traffic congestion; (v) increased air, noise, water and light pollution; (vi) issues related to public health, safety, welfare and addictive behavior; (vii) loss of City revenue from displacement of current businesses; (viii) issues related to education and housing; (ix) issues relating to the quality of life; (x) reduced use of City parking facilities as a consequence of additional parking being made available at the Project; and (xi) costs related to mitigating other impacts to the City and its residents.

(hhh) "**Loan Default**" means an event of default or default or event or condition which, with respect to Developer or its Finance Affiliate without further notice or passage of time, would entitle a Mortgagee to exercise the right to foreclose upon, acquire, possess or obtain the appointment of a receiver or other similar trustee or officer over all or a part of Developer's interest in the Project.

(iii) "**Major Condemnation**" means a Condemnation either (i) of the entire Project, or (ii) of a portion of the Project if, as a result of the Condemnation, it would be imprudent or unreasonable to continue to operate the Project even after making all reasonable repairs and restorations.

(jjj) "**Material Adverse Effect**" means any change, effect, occurrence or circumstances (each, an **"Event"** and collectively, **"Events"**) that, individually or in the aggregate with other Events, is or would reasonably be expected to be materially adverse to the condition (financial or otherwise), business, operations, prospects, properties, assets, cash flows or results of operations of the Developer and/or Parent Company, taken as a whole; provided, however, that none of the following shall be taken into account in determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur: (i) any Event in the United States or global economy generally, including Events relating to world financial or lending markets, or change affecting generally the industry in which the Developer and/or Parent Company operate; (ii) any changes or proposed changes in GAAP or any law; and (iii) any hostilities, act of war, sabotage, terrorism or military actions or any escalation or worsening of any such hostilities, act of war, sabotage, terrorism or military actions, except, in the case of clauses (i), (ii) or (iii) to the extent such Event(s) affect the Developer and/or Parent Company, taken as a whole, in a disproportionate manner as compared to similarly situated companies.

(kkk) "**Mayor**" means the duly elected Mayor of the City.

(lll) "**Minor Condemnation**" means a Condemnation that is not a Major Condemnation.

(mmm) "**Mortgage**" means a mortgage on all or any part of Developer's interest in the Project, and does not include a mortgage on the leasehold interest of any third party in the Project.

(nnn) "**Mortgagee**" means the holder from time to time of a Mortgage.

(ooo) "**Notice of Agreement**" means a notice of this Agreement in substantially the same form as Exhibit S.

(ppp) "**Operations Commencement**" means that the Casino, the hotel Component and parking Component are Complete and open for business to the general public.

(qqq) "**Operations Commencement Date**" means the date occurring no later than six (6) months following the Construction Completion Date.

(rrr) "**Parent Company**" means MGM Resorts International, and its successors and assigns.

(sss) "**Parties**" means the City and Developer.

(ttt) "**Permitted Affiliate Payments**" means payments made in the ordinary course of business to Parent Company or Affiliates of Parent Company for goods or services, or licensing, branding or management fees.

(uuu) "**Person**" means an individual, a corporation, partnership, limited liability company, association or other entity, a trust, an unincorporated organization, or a governmental unit, subdivision, agency or instrumentality.

(vvv) "**Proceeds**" means the compensation paid by the condemning authority to the City and/or Developer in connection with a Condemnation, whether recovered through litigation or otherwise, but excluding any compensation paid in connection with a temporary taking.

(www) "**Project**" means the Casino and all buildings, hotel structures, recreational or entertainment facilities, restaurants or other dining facilities, bars and lounges, retail stores, other amenities and back office facilities that are connected with, or operated in such an integral manner as to form a part of the same operation whether on the same tract of land or otherwise, all of which are more specifically described on Exhibit G.

(xxx) "**Project Description**" means the detailed description of Project set forth on Exhibit G.

(yyy) "**Project Site**" means the land assemblage upon which the Project is to be developed and constructed, as described on Exhibit H.

(zzz) "**Publicly Traded Corporation**" means a Person, other than an individual, to which either of the following provisions applies: the Person has one (1) or more classes of voting securities registered under Section 12 of the Securities Exchange Act of 1934, 15 U.S.C. §781; or the Person issues securities and is subject to Section 15(d) of the Securities Exchange Act of 1934, 15 U.S.C. §780(d).

(aaaa) "**Radius Restriction Agreement**" means the Radius Restriction Agreements dated as of the Closing Date between the City and Parent Company and the City and any Casino Manager which is an Affiliate of Parent Company and those Restricted Parties as requested by the City in substantially the same form as Exhibit Q and R attached hereto.

(bbbb) "**Releases**" means the executed forms of acknowledgement, consent and release delivered by Developer, its Affiliates and its other direct and indirect equity owners in conjunction with its response to the RFQ/P.

(cccc) "**Restricted Area**" means the two geographic areas encompassed by: (i) Region B (as that term is defined in the Act) and (ii) a circle having a radius of fifty (50) miles with 36 Court Street, Springfield, Massachusetts as its center.

(dddd) **"Restricted Owner"** is defined in Section 8.2(a).

(eeee) "**RFA-2**" is defined in Section 2.2.

(ffff) "**RFQ/P**" means the Phase I and Phase II Request for Qualifications/Request for Proposals and all amendments, modifications and supplements thereto issued by the City in connection with the destination casino resort development for the City.

(gggg) "**Surrounding Communities**" shall have the same meaning as defined in the Act.

(hhhh) **"Tax Affidavit"** means a tax affidavit in the form of Exhibit T attached hereto.

(iiii) "**Term**" is defined in Section 2.4.

(jjjj) "**Transfer**" means (i) any sale (including agreements to sell on an installment basis), assignment, transfer, pledge, alienation, hypothecation, merger, consolidation, reorganization, liquidation, or any other disposition by operation of law or otherwise, and (ii) the creation or issuance of new or additional interests in the ownership of any entity.

(kkkk) "**Transfer Restriction Agreements**" means the Transfer Restriction Agreements dated as of the Closing Date between the City and Parent Company and the City and Restricted Owners in substantially the same form as Exhibits J and K attached hereto.

(llll) "**Work**" means demolition and site preparation work at the Project Site, and construction of the improvements constituting the Project in accordance with the construction documents for the Project and includes labor, materials and equipment to be furnished by a contractor or subcontractor.

2. General Provisions

2.1 Findings

The City hereby finds that the development, construction and operation of the Project will (i) be in the best interest of the City, Western Massachusetts and the Commonwealth; (ii) contribute to the objectives of providing and preserving gainful employment opportunities for residents of the City; (iii) support and contribute to the economic growth of the City, Western Massachusetts and the Commonwealth including supporting and utilizing local and small businesses, minority, women and veteran business enterprises; (iv) attract commercial and industrial enterprises, promote the expansion of existing enterprises, combat community blight and deterioration, and improve the quality of life for residents of the City; (v) support and promote tourism in Western Massachusetts and the City; and (vi) provide the City and the Commonwealth with additional tax revenue.

2.2 Developer's Rights

Upon (i) the approval of this Agreement by the City Council; (ii) the execution hereof by the Mayor and other necessary City officials; and (iii) the approval by the City Council to hold the Election prior to a positive determination of suitability having been issued to the Developer by the Commission pursuant to the Commission's Request for Application – Phase One, the Developer shall have the right and obligation to:

(a) request that the City direct the clerk of the City to set a date certain for the Election, provided that Developer has satisfied the Closing Conditions; and

(b) submit this Agreement to the Commission as part of the Developer's application for a Category 1 license, provided that there is an affirmative vote by the City's voters in the Election.

Developer and the City acknowledge that the Developer and City shall each have the right to cancel the Election requested by Developer pursuant to Section 2.2(a) if Developer has been found not qualified by the Commission to proceed to the Request for Application - Phase Two of the selection process ("**RFA-2**") before the date set for such Election. In addition, prior to the Election, Developer and the City shall cooperate to comply with the provisions of emergency regulation 205 CMR 115.05(6).

2.3 Closing Conditions

The Developer's rights set forth in Section 2.2(a) shall be subject to the satisfaction, prior to or on the Closing Date, of the following conditions precedent, each in form and substance reasonably satisfactory to the City (collectively, the "**Closing Conditions**"):

(a) the City's receipt of the following items (the "**Closing Deliveries**"), which items shall be delivered by Developer at the offices of the City's Law Department, 36 Court Street, Room 210, Springfield, Massachusetts 01103, on or before 10:00 a.m. local time, on the Closing Date:

(i) The Guaranty and Keep Well Agreement, executed by Parent Company;

(ii) The Transfer Restriction Agreements, executed by Parent Company and all Restricted Owners;

(iii) An opinion of counsel from Developer to the City covering customary organizational, due authority, conflict with other obligations, enforceability and other matters reasonably requested by the City;

(iv) The Closing Certificate;

(v) The Notice of Agreement;

(vi) The Tax Affidavit, executed by an authorized party;

(vii) Evidence of payment of Developer's share of due and unpaid Development Process Cost Fees incurred to date, if any;

(viii) A form of release attached hereto as Exhibit N, duly executed by Developer;

(ix) Board resolutions of Developer, properly certified, approving this Agreement and authority to execute; and

(x) The Radius Restriction Agreements, executed by Parent Company.

(b) No Default or Event of Default shall have occurred and be continuing hereunder.

(c) The representations and warranties of Developer contained in Section 5.1 are true and correct in all material respects at and as of the Closing Date as though then made.

(d) No material adverse change shall have occurred in the condition (financial or otherwise) or business prospects of Developer or Parent Company.

2.4 Term

The term of this Agreement shall commence upon the approval of this Agreement by the City Council and execution by the Mayor and other necessary City officials and shall continue until the expiration of the Category 1 license issued to the Developer unless (i) sooner terminated as provided herein and except as to those provisions that by their terms survive or (ii) extended as provided in the next sentence. The term of this Agreement shall automatically be extended upon any and each renewal of the Developer's Category 1 license; provided that at the time of each extension Developer has received no written notice of an Event of Default, for a default which remains uncured. The term of this Agreement, including any extensions thereof, shall be referred to as the "**Term**".

3. Project

The Developer shall use its reasonable efforts to promptly apply for, pursue and obtain all Approvals necessary to design, develop, construct and operate the Project. Until all such Approvals are obtained, the Developer shall provide the City, from time to time upon its request, but not more often than once each calendar month following issuance of a Category 1 license to Developer, with a written update of the status of such Approvals. If any Approvals are denied or unreasonably delayed, the Developer shall provide prompt written notice thereof to the City, together with Developer's written explanation as to the circumstances causing such delay or resulting in such denial and Developer's plan to cause such Approvals to promptly be issued. Upon obtaining such Approvals, the Developer shall develop and construct the Project in material compliance with the Concept Design Documents and the Project Description. To determine compliance with the Concept Design Documents and the Project Description, Developer shall submit the following to the City: (i) no later than six (6) months following the issuance by the Commission of a Category 1 license to Developer having no material conditions that are unacceptable to Developer, final Project design documents; (ii) no later than twelve (12) months following the issuance by the Commission of a Category 1 license to Developer having no material conditions that are unacceptable to Developer, fifty percent (50%) construction documents for the Project, and (iii) no later than seventeen (17) months following the issuance by the Commission of a Category 1 license to Developer having no material conditions that are unacceptable to Developer, ninety-five percent (95%) construction documents for the Project. The City acknowledges and agrees that, notwithstanding the specific Concept Design Documents and the Project Description, the Developer may alter the Project and its Components provided that any material change, whether in scope or size, to the Project and/or its Components (including the addition or deletion of a Component) shall require the approval of the City which approval shall not unreasonably be withheld or delayed. The City agrees that the Mayor shall have the exclusive authority, on behalf of the City, to determine whether any changes proposed by Developer in the Project are material, as such term is defined under the laws of the Commonwealth. So long as Gaming is permitted by law to be conducted at the Project, the primary business to be operated at the Project shall be Gaming.

3.1 Performance of Work

(a) Developer shall ensure that all Work is performed in a good and workmanlike manner and in accordance with all Governmental Requirements and First Class Project Standards. Without limiting the generality of the foregoing sentence, Developer shall ensure that all materials used in the construction of the Project shall be of first class quality, and the quality of the Finish Work shall meet or exceed First Class Project Standards; provided, however, the City agrees that Developer shall not be obligated to precisely match the type of finish and materials that currently exist in the facility owned by Developer's Affiliate(s) which serves as the comparative standard upon which the First Class Project Standards were developed, as long as the Project is generally designed and constructed to be of a general quality comparable to the components of the facility identified in the First Class Project Standards.

(b) Developer shall ensure that the Project is constructed utilizing sustainable development principles in accordance with Section 18(8) of the Act determined as of the date of submission of its response to the RFA-2 to the Commission.

3.2 Duty to Complete; Commencement of Operations

The Developer shall Complete the Project not later than the Construction Completion Date, achieve Operations Commencement not later than the Operations Commencement Date and achieve Final Completion not later than the Final Completion Date. Upon the occurrence of an event of Force Majeure, the Construction Completion Date, Final Completion Date, and the Operations Commencement Date, shall each be extended on a day-for-day basis but only for so long as the event of Force Majeure is in effect, plus such period of time not to exceed one hundred and twenty (120) days, in each case, as the Developer may require under the circumstances to remobilize its design and construction team, including its architect, general contractor, subcontractors and vendors of goods and services.

3.3 Project Operations

(a) Developer agrees to diligently operate and maintain the Project and all other support facilities for the Project owned or controlled by Developer in accordance with all Governmental Requirements and First Class Project Standards and in compliance with this Agreement.

(b) Developer covenants that, at all times following the Operations Commencement Date, it will, directly or indirectly: (i) continuously operate and keep open the Casino for Casino Gaming Operations for the maximum hours permitted under Governmental Requirements and in accordance with City ordinances; (ii) continuously operate and keep open for business to the general public twenty-four (24) hours each day, every day of the calendar year, the hotel Component and the parking Component; and (iii) operate and keep open for business to the general public all Components (other than hotel Component, parking Component and Components where Casino Gaming Operations are conducted) in accordance with commercially reasonable hours of operation. Notwithstanding the foregoing, Developer shall have the right from time to time in the ordinary course of business and without advance notice to City, to close portions of any Component for (x) such reasonable periods of time as may be required for repairs, alterations, maintenance, remodeling, or for any reconstruction required because of casualty, condemnation, governmental order or Force Majeure or (y) such periods of time as may be directed by a Governmental Authority; provided, however, no such direction shall relieve Developer of any liability as a result of such closure to the extent caused by an act or omission of Developer as provided for otherwise in this Agreement.

3.4 Casino Liaison Office; Community Advisory Committee

(a) In order to facilitate and expedite Developer's obligations to develop and construct the Project, the City shall establish and maintain, at the City's expense, until Operations Commencement a casino liaison office which will coordinate the efforts of the various City departments involved in the development and construction of the Project and serve as an information resource for the Developer and as a representative and facilitator for Developer in the processing of its permitting, licensing and regulatory approvals, as more specifically set forth in Section 13.9. The City agrees that the casino liaison office will be charged with and authorized to perform the obligations provided hereunder.

(b) Upon Operations Commencement, the City and Developer will establish a Community Advisory Committee. The Community Advisory Committee shall be comprised of eleven (11) members as follows: three (3) members shall be appointed by the Mayor, three (3) members shall be appointed by the President of the City Council, three (3) members shall be appointed by Developer, one (1) member shall be appointed by the President of the Affiliated Chambers of Commerce of Greater Springfield and one (1) member shall be appointed by the Massachusetts Latino Chamber of Commerce (Springfield office). Members of the Community Advisory Committee shall serve at the pleasure of their respective appointing authorities. The Community Advisory Committee shall meet quarterly the first twenty-four (24) months following Operations

Commencement, and twice annually thereafter, or as otherwise needed, at locations within the City or at the Project according to procedures established by the Community Advisory Committee. The Community Advisory Committee may make non-binding recommendations to the Developer and the City concerning matters involving the Project which directly impact the City and its residents.

3.5 Property Tax Matters

Massachusetts General Laws Chapter 121A and Massachusetts Regulations 760 CMR 25.00 (collectively, "**Chapter 121A**") authorize the creation of single-purpose, project-specific, for-profit companies for undertaking commercial projects in areas which are considered to be decadent, substandard or blighted. Chapter 121A sets forth the procedures for negotiating an alternative tax payment which benefits a municipality by: (i) creating agreed upon tax payments for a period of years; (ii) eliminating the uncertainty and expense associated with the property tax assessment process; (iii) allowing the municipality to use the full amount of the tax payments without regard to possible abatement claims by the taxpayer which would require the escrow of a portion of the tax payments until such claims are resolved; and (iv) allowing the municipality to receive advance tax payments on dates certain during development and construction of the Project. The Massachusetts Department of Housing and Community Development ("**DHCD**") is responsible for administering Chapter 121A programs for municipalities other than the City of Boston. Chapter 121A requires that a private developer enter into an agreement with the municipality as described in Section 6A ("**Section 6A**") of Chapter 121A (a "**Section 6A Agreement**") and a regulatory agreement with DHCD as described under Section 18 of Chapter 121A. Section 6A Agreements set forth the formula for calculating the annual tax payments to be made by the private developer, the duration of the agreement and any special conditions agreed to by the private developer and the municipality. The City has entered into numerous Section 6A Agreements with private developers. Prior to the Closing Date, the City and Developer agree to enter into a Section 6A Agreement upon the terms and conditions set forth on Exhibit U and to cooperate in obtaining all other 121A Approvals. Either Party shall have the right to terminate this Agreement by written notice to the other if all 121A Approvals are not obtained by the Closing Date and, notwithstanding anything to the contrary, such termination shall relieve the City, the Developer, the Parent Company and any Affiliates from any further obligations under this Agreement, except for any payments due pursuant to Section 4.4(b). No later than the date that is three (3) months following the issuance by the Commission of a Category 1 license having no material conditions that are unacceptable to Developer (the "**First Prepayment Date**"), Developer shall make a prepayment to the City of Four Million Dollars ($4,000,000); on the twelve (12) month anniversary date of the First Prepayment Date, Developer shall make a prepayment to the City of Three Million Dollars ($3,000,000); and on the twenty-four (24) month anniversary date of the First Prepayment Date, Developer shall make a prepayment to the City of Three Million Dollars ($3,000,000) (collectively, the "**Prepayments**").

4. Other Obligations of Developer

4.1 Community Impact Payments

(a) The Developer recognizes and acknowledges that the construction and operation of the Project will cause direct and indirect impacts on the City which will require that the City and other governmental units of the City provide continuing mitigation of Community Impacts so that City residents, including the additional temporary and permanent workforce and the increased number of expected visitors to the City related to the Project, will receive substantially the same level of health, safety, welfare and educational services as currently are provided to City residents and visitors. The Developer also recognizes and acknowledges that (i) the ultimate responsibility to mitigate Community Impacts is with the City and other governmental units of the City and therefore the City and such other governmental units must have the authority to determine the planning, training of personnel, purchase of equipment and delivery of services needed to mitigate Community Impacts; and (ii) the identification of and need for mitigation of Community Impacts may change over time.

(b) The Developer shall be obligated to make the Community Impact Payments according to the schedule set forth on Exhibit A, which exhibit is incorporated by reference as part of this Agreement. In addition, the Parties shall meet no later than ninety (90) days prior to (i) the fifth anniversary of Operations Commencement and (ii) every fifth anniversary of such date thereafter throughout the Term, for the purpose of determining whether the Community Impact Payments and the timing thereof are adequate, deficient, or excessive, to mitigate the Community Impacts due either to errors in the estimates of Community Impacts (including the cost of mitigating Community Impacts) or changed circumstances relating to the Project, its employees, or its operations. At each such meeting the City shall identify and present to the Developer a list of and explanation for such Community Impact Payments, if any, and the Developer shall have the right to present to the City a list of and explanation for any overfunding of such Community Impact Payments, and the Parties shall negotiate in good faith the amount of and timing for Community Impact Payments to be made by Developer; provided, however, that the Community Impact Payments shall be increased as a result of such negotiations only if the City can demonstrate by a study conducted by an independent consulting firm jointly selected and engaged by the Developer and City (the cost of which study shall be paid fifty percent (50%) by the City and fifty percent (50%) by Developer) that the Community Impacts are (1) not caused in substantial part by development projects independent of the Project or by any changes in the overall funding by the City of such services through its annual funding and budgeting process; (2) based upon the additional temporary and permanent workforce and the increased number of expected visitors to the City related to the Project not receiving substantially the same level of health, safety, welfare and educational services as are provided to City residents and visitors as of the date of this Agreement; and (3) not based upon categories of services other than police, fire, emergency medical services and education.

4.2 Community Development Grants

(a) On the later of the Closing Date or July 1, 2013, Developer shall make a One Million Dollar ($1,000,000) unrestricted grant to the City. In the event the Developer is not awarded a Category 1 license by the Commission having no material conditions that are unacceptable to Developer, the amount of such grant shall be credited by the City against the purchase price for 29 Howard Street (the Armory Building) at the closing of such purchase.

(b) In addition, recognizing the fact that: (i) workforce development requires a healthy and an educated workforce; and (ii) the Act requires that the Developer demonstrate how Developer proposes to address community development, the City Treasurer shall establish a separate fund (the "**Community Development Fund**") for the purpose of accepting and administering (pursuant to municipal finance appropriation laws and policies) annual grants from the Developer in the amount of Two Million Five Hundred Thousand Dollars ($2,500,000), subject to adjustment as provided in Exhibit F (the "**Community Development Grant(s)**"). The Community Development Grants shall be paid as provided in Exhibit F and shall be used by the City for the purposes set forth in Exhibit F.

4.3 Additional Commitments

Developer recognizes and acknowledges that the City's decision to enter into this Agreement is based, among other things, on Developer's commitments as set forth in Developer's responses to the RFQ/P. Such commitments, as modified in the exhibits indicated below, further the objectives of the Act and are essential criteria upon which the Commission will make its decision as to whether to issue a Category 1 license to Developer. Accordingly, Developer agrees to timely perform each of the Additional Commitments, each of which is a material inducement to the City to enter into this Agreement. The Additional Commitments are set forth on the following exhibits and are hereby incorporated by reference as a part of this Agreement:

(a) Exhibit B "Business Operations and Marketing Obligations"

(b) Exhibit C "Employment, Workforce Development and Opportunities for Local Businesses Obligations"

(c) Exhibit D "Obligations to Mitigate Potential Impacts on Surrounding Communities"

(d) Exhibit E "Other Obligations of Developer"

4.4 Payment of Development Process Cost Fees

(a) Blue Tarp shall pay the due and unpaid Development Process Cost Fees on or before the fifth (5^{th}) Business Day following the execution of this Agreement by Blue Tarp, and thereafter in accordance with the procedures set forth in Section 4.4(b). Any such Development Process Cost Fees due the City's consultants shall be paid by Blue Tarp directly to such consultants.

(b) The City shall invoice Blue Tarp from time to time, but no more frequently than monthly for the Development Process Costs incurred since the prior monthly invoice. Blue Tarp shall pay such invoiced Development Process Cost Fees within fifteen (15) Business Days from the date of the invoice, directly to the third parties with respect to whom the City incurred the Development Process Cost Fees in accordance with the instructions provided in the invoice. Such third parties shall be intended third-party beneficiaries of Blue Tarp's obligation to pay Development Process Cost Fees. The City invoice provided by the City shall include a summary of the charges and such detail as City reasonably believes is necessary to inform Blue Tarp of the nature of the costs and expenses, subject to privilege and confidentiality restrictions. At Blue Tarp's request, the City shall consult with Blue Tarp on the necessity for such charges during the five (5) Business Days period immediately subsequent to Blue Tarp's receipt of such summary. Blue Tarp's obligation to pay Development Process Cost Fees incurred by the City prior to any termination of the Agreement shall survive termination of the Agreement.

4.5 Radius Restriction

(a) For purposes of this Section 4.5, "**Restricted Party**" means any Person who directly or indirectly owns any interest in Developer or in any Casino Manager which is an Affiliate of Parent Company other than any Person who is a Restricted Party due solely to that Person's ownership of (x) a direct or indirect interest in a Publicly Traded Corporation or (y) five percent (5%) or less direct or indirect interest in Developer. Neither Developer, Parent Company, any Casino Manager which is an Affiliate of Parent Company, Developer or any Restricted Party, nor any Restricted Party, shall directly or indirectly: (i) manage, operate or become financially interested in any casino within the Restricted Area other than the Project; (ii) make application for any franchise, permit or license to manage or operate any casino within the Restricted Area other than the Project; or (iii) respond positively to any request for proposal to develop, manage, operate or become financially interested in any casino within the Restricted Area other than the Project (all of the previous clauses (i), (ii) and (iii) comprising the "**Radius Restriction**"). Developer shall cause Parent Company, any Casino Manager which is an Affiliate of Parent Company, Developer or any Restricted Party and each Restricted Party requested by City, to execute and deliver to City at Closing an agreement to abide by the Radius Restriction. The restrictions in this Section 4.5(a) shall not apply to internet based gaming.

(b) If Parent Company, Developer or any Restricted Party acquires or is acquired by a Person such that, but for the provisions of this Section 4.5, either Parent Company, Developer or any Restricted Party or the acquiring Person would be in violation of the Radius Restriction as of the date of acquisition, then such party shall have five (5) years in which to comply with the Radius Restriction.

(c) It is the desire of the Parties that the provisions of this Section 4.5 be enforced to the fullest extent permissible under the laws and public policies in each jurisdiction in which enforcement might be sought. Accordingly, if any particular portion of this Section 4.5 shall ever be adjudicated as invalid or unenforceable, or if the application thereof to any party or circumstance shall be adjudicated to be prohibited by or invalidated by such laws or public policies, such section or sections shall be (i) deemed amended to delete therefrom such portions so adjudicated or (ii) modified as determined appropriate by such a court, such deletions or modifications to apply only with respect to the operation of such section or sections in the particular jurisdictions so adjudicating on the parties and under the circumstances as to which so adjudicated.

(d) The provisions of this Section 4.5 shall survive any termination of this Agreement, subject to Section 13.26.

(e) The provisions of this Section 4.5 shall lapse and be of no further force or effect ten (10) years after the Operations Commencement.

4.6 Statutory Basis for Fees; Default Rate

(a) Developer recognizes and acknowledges that the Community Impact Payments and the Development Process Cost Fees (collectively, the "**Developer Payments**") are: (i) authorized under Section 15(8) of the Act and Massachusetts General Law Chapter 40, Section 22F; (ii) are being charged to Developer in exchange for particular governmental services which benefit Developer in a manner not shared by other members of society; (iii) paid by Developer by choice in that Developer has voluntarily participated in the RFQ/P process and would not be obligated to pay such amounts but for such participation; and (iv) paid not to provide additional revenue to the City but to compensate the City and other governmental units for providing Developer with the services required to allow Developer to construct and operate the Project and to mitigate the impact of Developer's activities on the City and its residents.

(b) All amounts payable by Developer hereunder, including Developer Payments, shall bear interest at the Default Rate from the due date (but if no due date is specified, then fifteen (15) Business Days from demand for payment) until paid.

4.7 Notice of Agreement

(a) The Parties agree that the Notice of Agreement shall not in any circumstance be deemed to modify or to change any of the provisions of this Agreement.

(b) The restrictions imposed by and under Sections 4.8, 8.1 and 8.2 (collectively, the "**Restrictions**") will be construed and interpreted by the Parties as covenants running with the land. Developer agrees for itself, its successors and assigns to be bound by each of the Restrictions. The City shall have the right to enforce such Restrictions against Developer, its successors and assigns to or of the Project or any part thereof or any interest therein.

4.8 Financing

(a) Developer agrees to deliver to the City for its review, but not approval, relevant documents relating to each Financing.

(b) If any interest of Developer shall be transferred by reason of any foreclosure, trustee's deed or any other proceeding for enforcement of the Mortgage, Mortgagee (or any Nominee of the Mortgagee) shall agree to assume the obligations of Developer hereunder except as otherwise provided in this Section 4.8. As used in this Agreement, the word "**Nominee**" shall mean a Person who is designated by Mortgagee to act in place of the Mortgagee solely for the purpose of holding title to the Project and performing the obligations of Developer hereunder. Notwithstanding the foregoing, City shall not have the right to terminate this Agreement as a result of Mortgagee failing to assume the obligations of Developer hereunder unless Mortgagee or its Nominee fails to do so within six (6) months following Mortgagee's acquisition of the Project; it being acknowledged that Mortgagee may intend to transfer its interest in the Project to a Nominee and such Nominee shall assume the applicable obligations of Developer hereunder.

(c) In no event may Developer or any Finance Affiliate represent that City is or in any way may be liable for the obligations of Developer or any Finance Affiliate in connection with (i) any financing agreement or (ii) any public or private offering of securities. If Developer or any Finance Affiliate shall at any time sell or offer to sell any securities issued by Developer or any Finance Affiliate through the medium of any prospectus or otherwise that relates to the Project or its operation, Developer shall (i) first submit such offering materials to City for review with respect to Developer's compliance with this Section 4.8 and (ii) do so only in compliance with all applicable federal and state securities laws, and shall clearly disclose to all purchasers and offerees that (y) the City shall not in any way be deemed to be an issuer or underwriter of such securities, and (z) the City and its officers, directors, agents, and employees have not assumed and shall not have any liability arising out of or related to the sale or offer of such securities, including any liability or responsibility for any financial statements, projections, forward-looking statements or other information contained in any prospectus or similar written or oral communication. Developer agrees to indemnify, defend or hold the City and its respective officers, directors, agents and employees free and harmless from, any and all liabilities, costs, damages, claims or expenses arising out of or related to the breach of its obligations under this Section 4.8.

(d) Neither entering into this Agreement nor any breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Project or the Project Site made in good faith and for value.

(e) Provided Developer has provided the City with written notice of the existence of any Mortgage together with Mortgagee's address and a contact party, simultaneously with the giving to Developer of any notice of default under this Agreement, City shall give a duplicate copy thereof to any Mortgagee by registered mail, return receipt requested, and no such notice to Developer shall be effective unless a copy of the same has been so sent to Mortgagee. Any Mortgagee shall have the right to cure any default by Developer under this Agreement within the same period by which Developer is required to effectuate any such cure plus (a) an additional thirty (30) days for any monetary default hereunder and (b) an additional ninety (90) days for any non-monetary default hereunder; provided that any such ninety (90) day period shall be extended to the extent that the default is of the nature that it cannot reasonably be expected to be cured within such ninety (90) day period and Mortgagee is diligently prosecuting such cure to completion or otherwise has commenced action to enforce its rights and remedies under any Mortgage to recover possession of the Project. In all cases, City agrees to accept any performance by Mortgagee of any obligations hereunder as if the same had been performed by Developer, and shall not terminate the Agreement until the requisite time periods for cure by Mortgagee have been exhausted pursuant to the terms hereof.

(f) In the event of a non-monetary default which cannot be cured without obtaining possession of the Project or that is otherwise personal to Developer and not susceptible of being cured, the City will not terminate this Agreement without first giving Mortgagee reasonable time within which to obtain possession of the Project, including possession by a receiver, or to institute and complete foreclosure proceedings. Upon acquisition of Developer's interest in the Project and performance by Mortgagee of all covenants and agreements of Developer, except those which by their nature cannot be performed or cured by any person other than the Developer, the City's right to terminate this Agreement shall be waived with respect to the matters which have been cured by Mortgagee.

4.9 Closing Deliveries

By the Closing Date, Developer will deliver or cause to be delivered all of the Closing Deliveries.

4.10 Land Use

Developer and the City agrees to (i) cooperate with each other to rezone the Project Site to take into account all elements of the Project; and (ii) participate in a district redevelopment strategic plan to provide an implementation blueprint to stimulate and direct the broader economic development associated with the Project.

4.11 Health Impact Assessment

Developer agrees to cooperate in the preparation of a health impact assessment to be conducted by Partners for a Healthier Community, Inc. being funded by the Pew Trusts which will assess the health impacts of a casino located in the City. City acknowledges that Developer has no financial responsibility relating to the preparation of a health impact assessment.

4.12 Purchase of Slot Machines

Developer agrees to purchase, whenever possible, domestically manufactured slot machines for installation in the Casino in accordance with Section 18(15) of the Act.

4.13 State Lottery Matters

Developer agrees to comply with all of the provisions of Section 15(1) of the Act and rules and regulations of the Commission thereto.

5. Representations and Warranties

5.1 Representations and Warranties of Developer

As a material inducement to the City to enter into this Agreement, Developer represents and warrants to City that each of the following statements is true and accurate as of the date of this Agreement and the Closing Date, except as otherwise indicated herein or in the exhibits referenced herein:

(a) Developer is duly organized, validly existing and in good standing under the Governmental Requirements of its jurisdiction. Developer has all requisite organizational power and authority to own and operate its properties, carry on its business and enter into and perform its obligations under this Agreement and all other agreements and undertakings to be entered into by Developer in connection herewith.

(b) Each financial statement, document, report, certificate, written statement and description delivered by Developer hereunder will be when delivered complete and correct in all material respects.

(c) Developer's responses to the RFQ/P, at the time delivered to the City, do not contain a materially untrue statement or omit to state any material fact which would cause such statement to be materially misleading.

(d) Developer is not a party to any agreement, document or instrument that has a Material Adverse Effect on the ability of Developer to carry out its obligations under this Agreement.

(e) Developer currently is in compliance with all Governmental Requirements, its organizational documents and all agreements to which it is a party. Neither execution of this Agreement nor discharge by Developer of any of its obligations hereunder shall cause Developer to be in violation of any Governmental Requirement, its organizational documents or any agreement to which it is a party.

(f) This Agreement constitutes, and each of the Guaranty and Keep Well Agreement and the Transfer Restriction Agreement when duly executed and delivered by Parent Company will constitute, legal, valid and binding obligations of Developer and Parent Company, respectively, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganization, moratorium or similar laws of general applicability affecting the enforcement of creditors' rights and subject to general equitable principles which may limit the right to obtain equitable remedies.

(g) The Developer owns, or has enforceable rights to obtain good title to all parcels constituting the Project Site other than (i) City streets for which vacation is required and (ii) to the extent applicable, the City Parcels, which the Developer has agreements to purchase subject to City approval. Developer has no knowledge of any facts or any past, present or threatened occurrence that could preclude or impair Developer's ability to obtain good title to any parcel constituting part of the Project Site which it does not own as of the date of this Agreement.

5.2 Representations and Warranties of the City

The City represents and warrants to Developer that each of the following statements is true and accurate as of the Closing Date:

(a) The City is a validly existing municipal corporation and has all requisite power and authority to enter into and perform its obligations under this Agreement, and all other agreements and undertakings to be entered into by the City in connection herewith.

(b) This Agreement is binding on the City and is enforceable against the City in accordance with its terms, subject to applicable principles of equity and insolvency laws.

6. Covenants

6.1 Affirmative Covenants of Developer

The Developer covenants that throughout the Term, the Developer shall:

(a) Do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence.

(b) Do or cause to be done all things necessary to preserve, renew and keep in full force and effect the rights, licenses, registrations, permits, certifications, Approvals, consents, franchises, patents, copyrights, trade secrets, trademarks and trade names that are used in the conduct of its businesses and other activities, and comply with all Governmental Requirements applicable to the operation of its business and other activities, in all material respects, whether now in effect or hereafter enacted.

(c) Furnish to the City:

(i) Within the later to occur of: (x) one hundred and five (105) days after the end of each calendar year of Developer commencing with the calendar year in which the Operation Commencement occurs and (y) two (2) Business Days following the date on which Developer or the Parent Company, directly or through an Affiliate, files annual financial statements with the Securities and Exchange Commission (the "**SEC**") covering the Project, balance sheets, and statements of operations, owners' equity and cash flows of the Developer showing the financial condition and operations of the Developer as of the close of such year and the results of operations during such year, all of the foregoing consolidated financial statements to be audited by a firm of independent certified public accountants of recognized national standing acceptable to the City and accompanied by an opinion of such accountants without material exceptions or qualifications.

(ii) Within the later to occur of: (x) forty-five (45) days after the end of each fiscal quarter of Developer commencing with the fiscal quarter in which the Operation Commencement occurs and (y) two (2) Business Days following the date on which Developer or the Parent Company, directly or through an Affiliate, files its quarterly financial statements with the SEC covering the Project, financial statements (including balance sheets and statements of cash flow and operations) showing the financial condition and results of operations of the Developer as of the end of each such fiscal quarter and for the then elapsed portion of the current fiscal year, accompanied by a certificate of an officer of the Developer that such financial statements have been prepared in accordance with GAAP, consistently applied, to the extent applicable.

(iii) Promptly upon the receipt thereof, but subject to the distribution limitations and restrictions contained therein, copies of all reports, if any, submitted to Developer by independent certified public accountants in connection with each annual, interim or special audit or review of the financial statements of Developer made by such accountants, including any comment letter (again, subject to the distribution limitations and restrictions contained therein) submitted by such accountants to management in connection with any annual review.

(iv) Within five (5) Business Days after submission to the Commission, accurate and complete copies of reports submitted pursuant to Sections 21(a)(12), 21(a)(23), 21(a)(24) and 23(a) of the Act.

(v) On the same date that Developer provides documentation in compliance with Section 6.1(c)(i) following the first full calendar year following Operations Commencement, a detailed statistical report covering those Developer's obligations set forth on Exhibit C which are not covered by reports delivered under Section 6.1(c)(iv) for the prior calendar year.

(vi) From time to time, such other information regarding the compliance by Developer with the terms of this Agreement or the affairs, operations or condition (financial or otherwise) of Developer or as the City may reasonably request.

(d) No later than ninety (90) days after the end of each fiscal year of Developer commencing with the fiscal year in which the Closing Date occurs, Developer shall deliver to City:

(i) a detailed report on Developer's obligations to comply with its Additional Commitments in such form as may reasonably be requested by the City from time to time;

(ii) a written description of any administrative determination, binding arbitration decision, or judgment rendered by a court of competent jurisdiction finding a willful and material violation by Developer of any federal, state or local laws governing equal employment opportunity during such fiscal year; and

(iii) a statement as to whether Developer is aware of any non-compliance with the radius restrictions set forth in Section 4.5 or the restrictions on transfer set forth in Article 8.

(e) Deliver to the City prompt written notice of the following (but in no event later than five (5) Business Days following the actual knowledge thereof by Developer):

(i) The issuance by any Governmental Authority of any injunction, order, decision, notice of any violation or deficiency, asserting a material violation of Governmental Requirements applicable to Developer or the Project, together with copies of all relevant documentation with respect thereto.

(ii) The notice, filing or commencement of or any threatened notice, filing or commencement of, any action, suit or proceeding by or against Developer whether at law or in equity or by or before any court or any Governmental Authority and that, (A) if adversely determined against Developer, could result in injunctive relief or could result in uninsured net liability in excess of Five Million Dollars ($5,000,000) in the aggregate (in either case, together with copies of the pleadings pertaining thereto) or (B) seeks to enjoin or otherwise prevent the consummation of, or to recover any damages or obtain relief as a result of, the Agreement, the RFQ/P, the casino selection process by the City, or the issuance of a Category 1 license to Developer by the Commission.

(iii) To the knowledge of the Developer, any Default or Event of Default, specifying the nature and extent thereof and the action (if any) that is proposed to be taken with respect thereto.

(iv) Any Transfer under Article 8 specifying the nature thereof and the action (if any) that is proposed to be taken with respect thereto.

(v) To the knowledge of the Developer, any development in the business or affairs of Developer or Parent Company that could reasonably be expected to have a Material Adverse Effect.

(f) Maintain financial records in accordance with GAAP, or the equivalent thereof, and permit an authorized representative designated by City, upon reasonable notice and at a reasonable time during normal business hours, to visit and inspect the properties and financial records and to make extracts from such financial records, all at the Developer's reasonable expense, and permit any authorized representative designated by the City to discuss the affairs, finances and conditions of the Developer with any executive officer or other manager or officer of the Developer as such representative shall reasonably deem appropriate, and the Developer's independent public accountants.

(g) Make, or cause to be made, annual capital expenditures to the Project consistent with Section 21(a)(4) of the Act.

6.2 RFA-2 Response

The Developer shall:

(a) Promptly, completely and accurately submit to the Commission its completed response to the Commission's RFA-2 (the "**RFA-2 Response**") together with all other information as the Commission may from time to time require from Developer in connection with its application for a Category 1 license, make all payments required under the Act to be made by an applicant for a Category 1 license and use its best efforts to satisfy all criteria necessary to be issued a Category 1 license by the Commission having no material conditions that are unacceptable to Developer.

(b) Deliver a copy of the RFA-2 Response to the City simultaneous with or immediately following its submission, and reasonably consult with the City in advance of such submission, as to its content.

(c) Consult with the City prior to making any formal presentation to the Commission concerning its RFA-2 Response.

(d) Prior to the Commission issuing a Category 1 license to Developer, keep the City informed as to all material contacts and communications between the Commission and its staff and Developer so as to enable the City to evaluate the likelihood and timing of the Commission issuing an unconditional Category 1 license to Developer.

6.3 Negative Covenants of Developer

The Developer covenants that throughout the Term, the Developer shall not:

(a) Upon the occurrence of a Default or an Event of Default, and until such time that such Default or Event of Default is cured, declare or pay any dividends or make any other payments or distributions to any Restricted Owners, except for Permitted Affiliate Payments.

(b) Enter into any Financing unless the Mortgagee under the Financing having a right to foreclose on all or part of the Project executes an agreement in form and substance satisfactory to the City in the exercise of its reasonable judgment which is consistent with Section 4.8(b).

(c) Directly or indirectly through one or more intermediary companies engage in or permit any Transfer of the Project or any ownership interest therein other than a permitted Transfer.

6.4 Confidentiality of Deliveries

To the extent that the Act, other laws of the Commonwealth or any other Governmental Requirements, in the reasonable opinion of City Solicitor, allow confidential treatment of the items Developer is obligated to furnish to the City under Sections 6.1(c), (d), or (e)(i), (ii), (iv) and (v) (the "**Developer's 6.1 Items**"), the City agrees to keep such Developer's 6.1 Items confidential (for so long as they are entitled to confidential treatment) and shall not disclose them except (i) to such City officials and consultants on a need-to-know basis; and/or (ii) pursuant to court order. Further, to the extent that Developer requests confidential treatment of any documentation or information required to be provided to the City under this Agreement, and such documentation and information may be protected from disclosure by the City under Applicable Law as reasonably determined by the City Solicitor, the City shall maintain such documentation and information confidential to the extent permitted by Applicable Law.

7. Default

7.1 Events of Default

The occurrence of any of the following shall constitute an "**Event of Default**" under this Agreement:

(a) Subject to Force Majeure, if Developer shall materially default in the performance of any (i) Governmental Requirement; or (ii) commitment, agreement, covenant, term or condition (other than those specifically described in any other subparagraph of this Section 7.1) of this Agreement, and in such event if Developer shall fail to remedy any such default within thirty (30) days after receipt of written notice of default with respect thereto; provided, however, that if any such default is reasonably susceptible of being cured within ninety (90) days, but cannot with due diligence be cured by the Developer within thirty (30) days, and if the Developer commences to cure the default within thirty (30) days and diligently prosecutes the cure to completion, then the Developer shall not during such period of diligently curing be in default hereunder as long as such default is completely cured within ninety (90) days of the first notice of such default to Developer;

(b) If Developer shall make a general assignment for the benefit of creditors or shall admit in writing its inability to pay its debts as they become due;

(c) If Developer shall file a voluntary petition under any title of the United States Bankruptcy Code, as amended from time to time, or if such petition is filed against Developer and an order for relief is entered, or if Developer shall file any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or any future federal bankruptcy code or any other present or future applicable federal, state or similar statute or law, or shall seek or consent to or acquiesce to or suffer the appointment of any trustee, receiver, custodian, assignee, liquidator or similar official of Developer, or of all or any substantial part of its properties or of the Project or any interest therein of Developer;

(d) If within ninety (90) days after the commencement of any proceeding against Developer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other present or future applicable federal, state or similar statute or law, such proceeding shall not have been dismissed; or if within ninety (90) days after the appointment, without the consent or acquiescence of Developer of any trustee, receiver, custodian, assignee, liquidator or other similar official of Developer or of all or any substantial part of its properties or of the Project or any interest therein of Developer, such appointment shall have not been vacated or stayed on appeal or otherwise, or if within ninety (90) days after the expiration of any such stay, such appointment shall not have been vacated;

(e) If any material representation or warranty made by Developer hereunder shall prove to have been false or misleading in any material respect as of the time made or furnished;

(f) If a default shall occur, which has not been cured within any applicable cure period, under, or if there is any attempted withdrawal, disaffirmance, cancellation, repudiation, disclaimer of liability or contest of obligations (other than a contest as to performance of such obligations) of, the Guaranty and Keep Well Agreement, any Transfer Restriction Agreement or any Radius Restriction Agreement;

(g) If Developer fails to maintain in full force and effect policies of insurance meeting the requirements of Article 9 and in such event Developer fails to remedy such default within five (5) Business Days after Developer's receipt of written notice of default with respect thereto from City;

(h) If the construction of the Project (inclusive of offsite activities) at any time is discontinued or suspended for a period of ninety (90) consecutive calendar days, subject to Force Majeure, and is not restarted prior to Developer's receipt of written notice of default hereunder;

(i) Subject to an event of Force Majeure, if Operations Commencement does not occur by the Operations Commencement Date;

(j) If Developer fails to make any Developer Payments or any other payments required to be made by Developer hereunder as and when due, and fails to make any such payment within ten (10) days after receiving written notice of default from the City.

7.2 Remedies

(a) Upon an Event of Default, the City shall have the right if it so elects to: (i) exercise any and all remedies available at law or in equity; (ii) terminate this Agreement; (iii) receive liquidated damages under the circumstances set forth in Section 7.4; and/or (iv) institute and prosecute proceedings to enforce in whole or in part the specific performance of this Agreement by Developer, and/or to enjoin or restrain Developer from commencing or continuing said breach, and/or to cause by injunction Developer to correct and cure said breach or threatened breach, and otherwise, none of the remedies enumerated herein are exclusive, except the City's rights to receive liquidated damages under such circumstances in Section 7.4, which shall be the exclusive remedy under such circumstances, and nothing herein shall be construed as prohibiting the City from pursuing any other remedies at law, in equity or otherwise available to it under the Agreement.

(b) Except as expressly stated otherwise, the rights and remedies of the City whether provided by law or by this Agreement, shall be cumulative, except as set forth in Section 7.4, and the exercise by the City of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach, to the extent permitted by law. No waiver made by the City shall apply to obligations beyond those expressly waived in writing.

7.3 Termination

Except for the provisions that by their terms survive, in all cases subject to Section 13.26, this Agreement shall terminate immediately upon the occurrence of any of the following, or as otherwise provided in this Agreement:

(a) Developer fails to satisfy the conditions precedent as set forth in Section 2.3 on or before the Closing Date;

(b) Developer has been found not qualified by the Commission to proceed to the RFA-2 phase of the selection process;

(c) Developer fails to receive an affirmative vote of the City's voters in the Election unless following such failure the Developer submits a new request to the

City for a ballot question and the City signs an agreement with the Developer in accordance with Section 15(13) of the Act;

(d) A Category 1 license for Region B (as that term is defined in the Act) is issued to someone other than Developer or any of the Developer's Affiliates;

(e) Developer's Category 1 license (i) is revoked by a final, non-appealable order; (ii) expires and is not renewed by the Commission and Developer has exhausted any rights it may have to appeal such expiration or non-renewal; or (iii) imposes conditions which are not satisfied within the time periods specified therein, subject to any cure periods or extension rights.

These termination events are in addition to any other rights the City or Developer may have to terminate this Agreement whether specified herein or otherwise available to the City or Developer under law.

7.4 Liquidated Damages

The City and Developer covenant and agree that because of the difficulty and/or impossibility of determining the City's damages upon the: (i) occurrence of an Event of Default pursuant to Section 7.1(i); or (ii) suspension of Developer's Category 1 license, by way of detriment to the public benefit and welfare of the City through lost employment opportunities, lost tourism, degradation of the economic health of the City and loss of revenue, both directly and indirectly, Developer shall pay to the City, during the Damage Period, as hereinafter defined, and the City shall accept as an exclusive remedy, as liquidated damages and as a reasonable forecast of such potential damages, and not as penalties, as follows: (i) upon the occurrence of an Event of Default pursuant to Section 7.1(i), the sum of Sixty-Four Thousand Three Hundred Ninety Three and 28/100 Dollars ($64,393.28) per calendar day shall be paid to the City, and (ii) in the case of suspension of Developer's Category 1 license, the sum of Seven Thousand One Hundred and 00/100 Dollars ($7,100.00) per calendar day shall be paid to the City. Developer agrees to waive any and all affirmative defenses that the amount of liquidated damages provided herein constitutes a penalty. For purposes of this Section 7.4, the "**Damage Period**" shall commence on the date the City delivers written notice to Developer of its election to receive liquidated damages pursuant to Section 7.4 and shall continue until the date that such default is cured or the date such suspension expires. In the event the City reasonably anticipates that the Damage Period shall extend beyond ninety (90) days, the City shall take reasonable steps to mitigate the City's costs of providing services included in Direct Community Impacts, in order to achieve a savings in such costs, and shall credit any such cost savings against the foregoing liquidated damages. The foregoing limitation on the City's remedies shall in no way limit or diminish the City's rights or remedies under the Guaranty and Keep Well Agreement or require that the City first pursue its rights against Parent Company under that agreement; provided, however that to the extent the City receives monetary damages as a result of its enforcement of such other remedies, which shall not exceed the amount of liquidated damages which would otherwise be payable hereunder, the City agrees that Developer shall be entitled to a credit for the amount of any liquidated damages assessed or paid pursuant to this Section 7.4. No liquidated damages under Section 7.4 shall be payable following the expiration of the Developer's Category 1 license at the end of the original Fifteen (15) year term, or in the event of any renewal thereafter, following the expiration of any such renewal.

8. Transfers

8.1 Transfer of Agreement

Developer shall not, whether by operation of law or otherwise, Transfer this Agreement or the Project without the prior written consent of the City; provided, however, upon prior notice to the City, Developer may transfer its interest in the Project, in whole or in part, to any Affiliate, as long as such Affiliate is owned, directly or indirectly by Parent Company, without the consent of City.

8.2 Transfer of Ownership Interest

(a) For purposes of this Section 8.2, "**Restricted Owner**" means (i) Developer and (ii) any Person who has a direct or indirect interest in Developer through one (1) or more intermediary entities other than any Person who would be a Restricted Owner due solely to that Person's ownership of (x) a direct or indirect interest in a Publicly Traded Corporation or (y) less than a five percent (5%) direct or indirect interest in Developer. The covenants that Developer is to perform under this Agreement for the City's benefit are personal in nature. The City is relying upon Developer, the Parent Company and its controlled Affiliates and all other Restricted Owners in the exercise of their respective skill, judgment, reputation and discretion with respect to the Project. Any Transfer by a Restricted Owner of (x) any direct ownership interest in Developer; or (y) any ownership interest in any Restricted Owner, other than a Transfer of any ownership interest in Parent Company, shall require the prior written consent of the City.

(b) Nothing contained in this Article 8 shall prevent a Transfer of an ownership interest in a Restricted Owner by: (i) Parent Company to an entity which has succeeded to all or a substantial portion of the assets, or all or a substantial portion of the common stock, of Parent Company; (ii) any Person to (1) that Person's spouse, child or parent ("**Family Members**"); (2) an entity whose beneficial owners consist solely of such transferor and/or the Family Members of the transferor; or (3) the beneficial owners of the transferor if the transferor is an entity; (iii) a Restricted Owner to another Restricted Owner, or to an Affiliate of Parent Company, so long as, in each case, Parent Company maintains Control of Developer; (iv) Parent Company to any Affiliate of Parent Company so long as such Affiliate is owned, directly or indirectly, by Parent Company. In addition, nothing contained in this Article 8 shall prevent a pledge by a Restricted Owner of its direct or indirect interest in Developer to an institutional lender, or the exercise of any rights by such lender pursuant to such pledge, provided that the form of pledge agreement is reasonably satisfactory to the City, or (v) pledge by parent Company of its direct or indirect interest in Developer to an institutional lender, provided that the form of pledge agreement is reasonably satisfactory to the City.

(c) All transferees shall hold their interests subject to the restrictions of this Article 8.

(d) Developer shall notify the City as promptly as practicable upon Developer becoming aware of any Transfer.

(e) Developer agrees to cause each Restricted Owner, other than a Publicly Traded Corporation, to (1) place a legend on its ownership certificate, if any, or include in its organizational documents, a transfer restriction provision substantially similar to the transfer restriction set forth in this Article 8 and (2) either enforce such provision or acknowledge that the City is a third-party beneficiary of such provision and may enforce such provision in its own name. For the avoidance of doubt, nothing in this Article 8 shall prevent or restrict the Transfer of ownership interest in a Publicly Traded Corporation.

9. Insurance

9.1 Maintain Insurance

Developer shall maintain in full force and effect the types and amounts of insurance as set forth on Exhibit O.

9.2 Form of Insurance and Insurers

Whenever, under the terms of this Agreement, Developer is required to maintain insurance, the City shall be named as an additional insured in all such insurance policies to the extent of its insurable interest. All policies of insurance provided for in this Agreement shall be effected under valid and enforceable policies, in commercially reasonable form issued by responsible insurers which are authorized to transact business in the Commonwealth, having a financial strength rating by A.M. Best Company, Inc. of not less than "A-" or its equivalent from another recognized rating agency. Thereafter, as promptly as practicable prior to the expiration of each such policy, Developer shall deliver to the City an Accord certificate, together with proof reasonably satisfactory to the City that the full premiums have been paid or provided for at least the renewal term of such policies and as promptly as practicable, a copy of each renewal policy.

9.3 Insurance Notice

Each such policy of insurance to be provided hereunder shall contain, to the extent obtainable on a commercially reasonable basis, an agreement by the insurer that such policy shall not be canceled or modified without at least thirty (30) days prior written notice by registered mail, return receipt requested, to the City.

9.4 Keep in Good Standing

Developer shall observe and comply with the requirements of all policies of public liability, fire and other policies of insurance at any time in force with respect to the Project and Developer shall so perform and satisfy the requirements of the companies writing such policies.

9.5 Blanket Policies

Any insurance provided for in this Article 9 may be provided by blanket and/or umbrella policies issued to Developer covering the Project and other properties owned or leased by Developer; provided, however, that the amount of the total insurance allocated to the Project shall be such as to furnish in protection the equivalent of separate policies in the amounts herein required without possibility of reduction or coinsurance by reason of, or damage to, any other premises covered therein, and provided further that in all other respects, any such policy or policies shall comply with the other specific insurance provisions set forth herein and Developer shall make such policy or policies or a copy thereof available for review by the City at the Project.

10. Damage and Destruction

10.1 Damage or Destruction

In the event of damage to or destruction of improvements at the Project or any part thereof by fire, casualty or otherwise, Developer, at its sole expense and whether or not the insurance proceeds, if any, shall be sufficient therefor, shall promptly repair, restore, replace and rebuild (collectively, "**Restore**") the improvements, as nearly as possible to the same condition that existed prior to such damage or destruction using materials of an equal or superior quality to those existing in the improvements prior to such casualty. All work required to be performed in connection with such restoration and repair is hereinafter called the "**Restoration**." Developer shall obtain a permanent certificate of occupancy as soon as practicable after the completion of such Restoration. If neither Developer nor any Mortgagee shall commence the Restoration of the improvements or the portion thereof damaged or destroyed promptly following such damage or destruction and adjustment of its insurance proceeds, or, having so commenced such Restoration, shall fail to proceed to complete the same with reasonable diligence in accordance with the terms of this Agreement, the City may, but shall have no obligation to, complete such Restoration at Developer's expense. Upon the City's election to so complete the Restoration, Developer immediately shall permit the City to utilize all insurance proceeds which shall have been received by Developer, minus those amounts, if any, which Developer shall have applied to the Restoration, and if such sums are insufficient to complete the Restoration, Developer, on demand, shall pay the deficiency to the City. Each Restoration shall be done subject to the provisions of this Agreement. Notwithstanding the foregoing the obligation to proceed with Restoration shall be conditioned on the existence of a remaining term of the Category 1 license issued by the Commission of not less than five (5) years as of anticipated date of completion of the Restoration.

10.2 Use of Insurance Proceeds

(a) Subject to the conditions set forth below, all proceeds of casualty insurance on the improvements shall be made available to pay for the cost of Restoration if any part of the improvements are damaged or destroyed in whole or in part by fire or other casualty.

(b) Promptly following any damage or destruction to the improvements by fire, casualty or otherwise, Developer shall:

(i) give written notice of such damage or destruction to the City and each Mortgagee; and

(ii) deliver a written notice of Developer's intent to complete the Restoration in a reasonable amount of time plus periods of time as performance by Developer is prevented by Force Majeure events (other than financial inability) after occurrence of the fire or casualty.

(c) Developer agrees to provide monthly written updates to the City summarizing the progress of any Restoration, including but not limited, anticipated dates for the opening of the damaged areas to the public, to the extent applicable.

(d) Developer shall have no notification requirements to the City for any Restoration having a value less than One Hundred Million Dollars ($100,000,000) in the aggregate.

10.3 No Termination

Except as and to the extent provided in the last sentence of Section 10.1 and the last sentence of Section 10.4, no destruction of or damage to the Project, or any portion thereof or property therein by fire, flood or other casualty, whether such damage or destruction be partial or total, shall permit Developer to terminate this Agreement or relieve Developer from its obligations hereunder.

10.4 Condemnation

If a Major Condemnation occurs, this Agreement shall terminate, and no Party shall have any claims, rights, obligations, or liabilities towards any other Party arising after termination, other than as provided for herein. If a Minor Condemnation occurs or the use or occupancy of the Project or any part thereof is temporarily requisitioned by a civil or military governmental authority, then (a) this Agreement shall continue in full force and effect; (b) Developer shall promptly perform all Restoration required in order to repair any physical damage to the Project caused by the Condemnation, and to restore the Project, to the extent reasonably practicable, to its condition immediately before the Condemnation. If a Minor Condemnation occurs, any

Proceeds in excess of Forty Million Dollars ($40,000,000) will be and are hereby, to the extent permitted by applicable law and agreed to by the condemnor, assigned to and shall be withdrawn and paid into an escrow account to be created by an escrow agent (the "**Escrow Agent**") selected by (i) the first Mortgagee if the Project is encumbered by a first Mortgage; or (ii) Developer and the City in the event there is no first Mortgagee, within ten (10) days of when the Proceeds are to be made available. If Developer or the City for whatever reason cannot or will not participate in the selection of the Escrow Agent, then the other party shall select the Escrow Agent. Nothing herein shall prohibit the first Mortgagee from acting as the Escrow Agent. This transfer of the Proceeds, to the extent permitted by applicable law and agreed to by the condemnor, shall be self-operative and shall occur automatically upon the availability of the Proceeds from the Condemnation and such Proceeds shall be payable into the escrow account on the naming of the Escrow Agent to be applied as provided in this Section 10.4. If the City or Developer are unable to agree on the selection of an Escrow Agent, either the City or Developer may apply to the Superior Court Department of the Trial Court of the Commonwealth sitting in the Hampden County Hall of Justice in the City for the appointment of a local bank having a capital surplus in excess of Two Hundred Million Dollars ($200,000,000) as the Escrow Agent. The Escrow Agent shall deposit the Proceeds in an interest-bearing escrow account and any after tax interest earned thereon shall be added to the Proceeds. The Escrow Agent shall disburse funds from the Escrow Account to pay the cost of the Restoration in accordance with the procedure described in Section 10.2(b), (c) and (d). If the cost of the Restoration exceeds the total amount of the Proceeds, Developer shall be responsible for paying the excess cost. If the Proceeds exceed the cost of the Restoration, the Escrow Agent shall distribute the excess Proceeds, subject to the rights of the Mortgagees. Nothing contained in this Section 10.4 shall impair or abrogate any rights of Developer against the condemning authority in connection with any Condemnation. All fees and expenses of the Escrow Agent shall be paid by Developer. Notwithstanding the foregoing the obligation to proceed with Restoration shall be conditioned on the existence of a remaining term of the Category 1 license issued by the Commission of not less than five (5) years.

11. Indemnification

11.1 Indemnification by Developer

(a) Developer shall defend, indemnify and hold harmless the City and each of its officers, agents, employees, contractors, subcontractors, attorneys and consultants (collectively the "**Indemnitees**" and individually an "**Indemnitee**") from and against any and all liabilities, losses, damages, costs, expenses, claims, obligations, penalties and causes of action (including reasonable fees and expenses for attorneys, paralegals, expert witnesses, environmental consultants and other consultants at the prevailing market rate for such services) whether based upon negligence, strict liability, statutory liability, absolute liability, product liability, common law, misrepresentation, contract, implied or express warranty or any other principle of law, and whether or not arising from third party claims, that are imposed upon, incurred by or asserted against Indemnitees or which Indemnitees may suffer or be required to pay and which arise out of or relate in any manner to any of the following: (1) Developer's development, construction, ownership, possession, use, condition or occupancy of the Project or any part thereof; (2) Developer's operation or management of the Project or any part thereof; (3) the performance of any labor or services or the furnishing of any material for or at the Project or any part thereof by or on behalf of Developer or enforcement of any liens with respect thereto; (4) any personal injury, death or property damage suffered or alleged to have been suffered by Developer (including Developer's employees, agents or servants), or any third person as a result of any action or inaction of Developer; (5) any work or things whatsoever done in, or at the Project or any portion thereof, or off-site pursuant to the terms of this Agreement by or on behalf of Developer; (6) the condition of any building, facilities or improvements at the Project or any non-public street, curb or sidewalk at the Project, or any vaults, tunnels, malls, passageways or space therein; (7) any breach or default on the part of Developer for the payment, performance or observance of any of its obligations under all agreements entered into by Developer or any of its Affiliates relating to the performance of services or supplying of materials to the Project or any part thereof; (8) any act, omission or negligence of any tenant, or any of their respective agents, contractors, servants, employees, licensees or other tenants at the Project; (9) any failure of Developer to comply with all Governmental Requirements; (10) Developer's acts or omissions with respect to the RFQ/P and/or the casino selection process conducted by the City; (11) any breach of any warranty or the inaccuracy of any representation made by Developer contained or referred to in this agreement or in any certificate or other writing delivered by or on behalf of Developer pursuant to the terms of this Agreement; and (12) the environmental condition of any property (including the presence of any hazardous or regulated substance in, on, under or adjacent to such property) on which the Project is located; (13) the release of any hazardous or regulated substance to the environment arising or resulting from any work or things whatsoever done in or at the Project or any portion thereof, or off-site pursuant to the terms of this agreement by or on behalf of Developer; (14) the operation or use of the Project, whether or not intended, in violation of any law addressing the protection of the environment or the projection of public health; and (15) any breach or failure by Developer to perform any of its covenants or obligations under this Agreement. In case any action or proceeding shall be brought against any Indemnitee based upon any claim in respect of which Developer has agreed to indemnify any Indemnitee, Developer will upon notice from Indemnitee defend such action or proceeding on behalf of any Indemnitee at Developer's sole cost and expense and will keep Indemnitee fully informed of all developments and proceedings in connection therewith and will furnish Indemnitee with copies of all papers served or filed therein, irrespective of by whom served or filed. Developer shall defend such action with legal counsel it selects provided that such legal counsel is reasonably satisfactory to Indemnitee. Such legal counsel shall not be deemed reasonably satisfactory to Indemnitee if legal counsel has: (i) a legally cognizable conflict of interest with respect to the

City; (ii) within the five (5) years immediately preceding such selection performed legal work for the City which in its respective reasonable judgment was inadequate; or (iii) frequently represented parties opposing the City in prior litigation. Each Indemnitee shall have the right, but not the obligation, at its own cost, to be represented in any such action by legal counsel of its own choosing.

(b) Notwithstanding anything to the contrary contained in Section 11.1(a), Developer shall not indemnify and shall have no responsibility to any Indemnitee for any matter to the extent caused by any gross negligence or willful misconduct of such Indemnitee.

12. Force Majeure

12.1 Definition of Force Majeure

An event of "**Force Majeure**" shall mean the following events or circumstances, to the extent that they delay or otherwise adversely affect the performance beyond the reasonable control of Developer, or its agents and contractors, of their duties and obligations under this Agreement:

(a) Strikes, lockouts, labor disputes, disputes arising from a failure to enter into a union or collective bargaining agreement, inability to procure materials attributable to market-wide shortages, failure of utilities, labor shortages or explosions;

(b) Acts of God, tornadoes, hurricanes, floods, sinkholes, fires and other casualties, landslides, earthquakes, epidemics, quarantine, pestilence, and/or abnormal inclement weather;

(c) Acts of a public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrections, riots, civil disturbances, or national or international calamities;

(d) Concealed and unknown conditions of an unusual nature that are encountered below ground or in an existing structure;

(e) Any temporary restraining order, preliminary injunction or permanent injunction, or mandamus or similar order, or any litigation or administrative delay which impedes the ability of Developer to complete the Project, unless based in whole or in part on the actions or failure to act of Developer; or

(f) The failure by, or unreasonable delay of, the City or Commonwealth or other Governmental Authority to issue any permits or Approvals necessary for Developer to develop, construct, open or operate the Project unless such failure or delay is based materially in whole or in part on the actions or failure to act of Developer, or its agents and contractors.

(g) Any impacts to major modes of transportation to the Project Site, whether private or public, which adversely and materially impact access to the Project Site, including but not limited to, sustained and material closure of airports or sustained and material closure of highways servicing the Project Site.

12.2 Notice

Developer shall promptly notify the City in writing of the occurrence of an event of Force Majeure, of which it has knowledge, describe in reasonable detail the nature of the event and provide a good faith estimate of the duration of any delay expected in Developer's performance obligations.

12.3 Excuse of Performance

Notwithstanding any other provision of this Agreement to the contrary, Developer shall be entitled to an adjustment in the time for or excuse of the performance of any duty or obligation of Developer under this Agreement for Force Majeure events, but only for the number of days due to and/or resulting as a consequence of such causes and only to the extent that such occurrences actually prevent or delay the performance of such duty or obligation or cause such performance to be commercially unreasonable.

13. Miscellaneous

13.1 Notices

Notices shall be given as follows:

(a) Any notice, demand or other communication which any Party may desire or may be required to give to any other Party shall be in writing delivered by (i) hand-delivery, (ii) a nationally recognized overnight courier, or (iii) U.S. mail (but excluding electronic mail, i.e., "**e-mail**") addressed to a Party at its address set forth below, or to such other address as the Party to receive such notice may have designated to all other Parties by notice in accordance herewith:

If to City: Mayor
City of Springfield
36 Court Street, Room 210
Springfield, Massachusetts 01103

with copies to: City Solicitor
City of Springfield
36 Court Street
Springfield, Massachusetts 01103

and

Chief Development Officer

Springfield Redevelopment Authority
70 Tapley Street
Springfield, Massachusetts 01104

If to Developer: Bill Hornbuckle,
Blue Tarp reDevelopment, LLC
c/o MGM Resorts International
3600 Las Vegas Boulevard South
Las Vegas, NV 89109

with copies to: Frank Fitzgerald, Esq.
Fitzgerald Attorneys At Law
46 Center Square
East Longmeadow, MA 01028

and

John McManus
Executive Vice President and General Counsel
MGM Resorts International
3600 S Las Vegas Blvd
Las Vegas, NV 89109

Any such notice, demand or communication shall be deemed delivered and effective upon actual delivery.

13.2 Non-Action or Failure to Observe Provisions of this Agreement

The failure of the City or Developer to promptly insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any exhibit hereto, or any other agreement contemplated hereby, shall not be deemed a waiver of any right or remedy that the City or Developer may have, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

13.3 Applicable Law and Construction

The laws of the Commonwealth shall govern the validity, performance and enforcement of this Agreement. This Agreement has been negotiated by the City and Developer, and the Agreement, including the exhibits and schedules attached hereto, shall not be deemed to have been negotiated and prepared by the City or Developer, but by each of them.

13.4 Submission to Jurisdiction; Service of Process

Except as and to the extent provided in Section 13.14:

(a) The Parties expressly agree that the sole and exclusive place, status and forum of this Agreement shall be the City, Hampden County, Massachusetts. All actions and legal proceedings which in any way relate to this Agreement shall be solely and exclusively brought, heard, conducted, prosecuted, tried and determined within the City, Hampden County, Massachusetts. It is the express intention of the Parties that the exclusive venue of all legal actions and procedures of any nature whatsoever which relate in any way to this Agreement shall be either the Superior Court Department of the Trial Court of the Commonwealth sitting in the Hampden County Hall of Justice in the City, or the United States District Court sitting in the City (the "**Court**").

(b) If at any time during the Term, Developer is not a resident of the Commonwealth or has no officer, director, employee, or agent thereof available for service of process as a resident of the Commonwealth, or if any permitted assignee thereof shall be a foreign corporation, partnership or other entity or shall have no officer, director, employee, or agent available for service of process in the Commonwealth, Developer or its assignee hereby designates the Secretary of the Commonwealth, as its agent for the service of process in any court action between it and the City or arising out of or relating to this Agreement and such service shall be made as provided by the laws of the Commonwealth for service upon a non-resident.

13.5 Complete Agreement

This Agreement, and all the documents and agreements described or referred to herein, including the exhibits and schedules attached hereto, constitute the full and complete agreement between the Parties with respect to the subject matter hereof, and supersedes and controls in its entirety over any and all prior agreements, understandings, representations and statements whether written or oral by each of the Parties, other than the Releases.

13.6 Holidays

It is hereby agreed and declared that whenever a notice or performance under the terms of this Agreement is to be made or given on a day other than a Business Day, it shall be postponed to the next following Business Day.

13.7 Exhibits

Each exhibit referred to and attached to this Agreement is an essential part of this Agreement.

13.8 No Joint Venture

The City on the one hand and Developer on the other, agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the City and Developer as joint venturers or partners.

13.9 City Approvals

The City acknowledges that it has reviewed Developer's construction schedule ("**<u>Developer's Construction Schedule</u>**"), submitted as part of its RFQ/P Phase II response, and that it believes that the Developer's assumptions related to City permitting, licensing and regulatory approvals are generally reasonable. Notwithstanding any other provisions of this Agreement, the City agrees, to the fullest extent permitted by Applicable Law, to process Developer's (or its consultants and subconsultants, and contractors and subcontractors, on Developer's behalf) permitting, licensing and regulatory approvals, and any other Approvals over which the City has control, in a manner consistent with the Developer's Construction Schedule, as long as Developer has submitted complete supporting documentation (including payment of all applicable fees) and such approval is consistent with the Concept Design Documents and the Project Description and applicable laws. Further, the City agrees to the fullest extent permitted by Applicable Law, upon request by Developer (or its consultants and subconsultants, and contractors and subcontractors on Developer's behalf) to process Developer's permitting, licensing and regulatory approvals, and any other Approvals over with the City has control, on an expedited basis, as long as Developer has submitted complete supporting documentation (including payment of all applicable fees for expedited service) and such approval is consistent with the Concept Design Documents and the Project Description.

13.10 Unlawful Provisions Deemed Stricken

If this Agreement contains any unlawful provisions not an essential part of this Agreement and which shall not appear to have a controlling or material inducement to the making thereof, such provisions shall be deemed of no effect and shall be deemed stricken from this Agreement without affecting the binding force of the remainder. In the event any provision of this Agreement is capable of more than one interpretation, one which would render the provision invalid and one which would render the provision valid, the provision shall be interpreted so as to render it valid.

13.11 No Liability for Approvals and Inspections

No approval to be made by the City under this Agreement or any inspection of the Work by the City shall render the City liable for failure to discover any defects or non-conformance with this Agreement, or a violation of or noncompliance with any federal, Commonwealth or local statute, regulation, ordinance or code.

13.12 Time of the Essence

All times, wherever specified herein for the performance by Developer of its obligations hereunder, are of the essence of this Agreement.

13.13 Captions

The captions of this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.

13.14 Arbitration

(a) The Parties agree that any dispute, claim, or controversy arising under Sections 4.1(b); 4.5; or 12.1; the determination of Gross Revenue, and/or such other matters hereunder as the Parties may mutually determine (individually or collectively, a "**Limited Arbitrable Dispute**") shall be resolved through arbitration as provided in this Section 13.14.

(b) Either Party shall give the other Party written notice of any Limited Arbitrable Dispute ("**Dispute Notice**") which Dispute Notice shall set forth the amount of loss, damage, and cost of expense claimed, if any, or the position of the Party with respect to the Limited Arbitrable Dispute.

(c) Within ten (10) Business Days of the Dispute Notice, the Parties shall meet to negotiate in good faith to resolve the Limited Arbitrable Dispute. No time bar defenses shall be available based upon the passage of time during any negotiation called for by this Section.

(d) In the event the Limited Arbitrable Dispute is unresolved within thirty (30) days of the Dispute Notice by good faith negotiations, the Dispute shall be arbitrated upon the filing by either Party of a written demand, with notice to the other Party, to the Judicial Arbitration and Mediation Service ("**JAMS**") (to the extent such rules are not inconsistent as provided for herein) in the City before a single arbitrator to be selected under the JAMS selection process. Arbitration of the Limited Arbitrable Dispute shall be governed by the then current Commercial Arbitration Rules of JAMS. Within ten (10) days after receipt of written notice of the Limited Arbitrable Dispute being brought to the arbitrator, each Party shall submit to the arbitrator a best and final settlement offer with respect to each issue submitted to the arbitrator and an accompanying statement of position containing supporting facts, documentation and data. Upon such Limited Arbitrable Dispute being submitted to the arbitrator for resolution, the arbitrator shall assume exclusive jurisdiction over the Limited Arbitrable Dispute, and shall utilize such consultants or experts as he shall deem appropriate under the circumstances to assist in the resolution of the Limited Arbitrable Dispute, and will be required to make a final binding determination with a reasoned opinion, not subject to appeal, within forty-five (45) days of the date of submission. Nothing herein shall prevent either Party to seek injunctive relief in Court to maintain the status quo in furtherance of arbitration.

(e) For each issue decided by the arbitrator, the arbitrator shall award the reasonable expenses of the proceeding, including reasonable attorneys' fees, to the prevailing Party with respect to such issue. The arbitrator in arriving at his decision shall consider the pertinent facts and circumstances as presented in evidence and be guided by the terms and provisions of this Agreement and applicable law, and shall apply the terms of this Agreement without adding to, modifying or changing the terms in any respect, and shall apply the laws of the Commonwealth to the extent such application is not inconsistent with this Agreement.

(f) Any arbitration award may be entered as a judgment in the Court. A printed transcript of any such arbitration proceeding shall be kept and each of the Parties shall have the right to request a copy of such transcript, at its sole cost.

(g) The Parties agree that, in addition to monetary relief, the arbitrator may make an award of equitable relief including a temporary, preliminary or permanent injunction and the Parties further agree that the arbitrator is empowered to enforce any of the provisions of this Agreement.

13.15 Amendments

(a) This Agreement may not be modified or amended except by a written instrument signed by the Parties.

(b) The Parties acknowledge that the Commission may, subsequent to the date of this Agreement, promulgate regulations under or issue interpretations of or policies or evaluation criteria concerning the Act which regulations, interpretations, policies or criteria may conflict with, or may not have been contemplated by, the express terms of this Agreement. In addition, the Parties acknowledge that environmental permits and approvals may necessitate changes to this Agreement. In such event, the Parties agree to negotiate in good faith any amendment to this Agreement necessary to comply with the foregoing two sentences, whether such changes increase or decrease either of the Parties' respective rights or obligations hereunder. The City acknowledges that to the extent it has listed any obligations under this Agreement which are based on a requirement of the Act, whether such requirement is specifically cross-referenced, to the extent that the Act is amended to relieve such obligation, the City agrees, such to such good faith negotiations between the Parties, that it is the intent of this Agreement that Developer enjoy the benefit of any such revised requirements.

(c) The Parties acknowledge that the provisions of <u>Section 4.1</u> may require that this Agreement be amended.

13.16 Compliance

Any provision that permits or requires a Party to take action shall be deemed to permit or require, as the case may be, the Party to cause the action to be taken.

13.17 Table of Contents

The table of contents is for the purpose of convenience only and is not to be deemed or construed in any way as part of this Agreement or as supplemental thereto or amendatory thereof.

13.18 Number and Gender

All terms used in this Agreement, regardless of the number or gender in which they are used, shall be deemed to include any other number and any gender as the context may require.

13.19 Third Party Beneficiary

Except as expressly provided in Sections 4.4(b), 2.3(viii) and 11.1, there shall be no third party beneficiaries with respect to this Agreement.

13.20 Cost of Investigation

If as a result of the Agreement, the City or any of their directors or officers, the Mayor, or any City Council members, or any employee, agent, or representative of the City is required to be licensed or approved by the Commission, reasonable costs of such licensing, approval or investigation shall be paid by Developer within five (5) Business Days following receipt of a written request from the City.

13.21 Further Assurances

The City and Developer will cooperate and work together in good faith to the extent reasonably necessary and commercially reasonable to accomplish the mutual intent of the Parties that the Project be successfully completed as expeditiously as is reasonably possible.

13.22 Estoppel Certificates

The City shall, at any time and from time to time, upon not less than fifteen (15) Business Days prior written notice from any lender of Developer, execute and deliver to any lender of Developer an estoppel certificate in the form attached hereto as Exhibit P.

13.23 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original document and together shall constitute one instrument.

13.24 Deliveries to the City

Any reports or other items to be delivered or furnished to the City hereunder (other than notices, demands or communications under Section 13.1) shall be delivered or furnished to the attention of the City Solicitor in the City's Law Department.

13.25 Exclusivity

City agrees that it shall not negotiate or enter into a host community agreement as referenced in the Act, or any similar agreement to this Agreement, with any other party so long as this Agreement has not been terminated.

13.26 Non-Survival Upon Termination Under Certain Provisions

If the Developer terminates this Agreement pursuant to Section 3.5 or if there is not an affirmative vote of the City's residents in the Election, then the Developer, the Parent Company and any Affiliates are relieved from all obligations under this Agreement, excepting therefrom the Developer's obligations pursuant to Section 4.4(b). The provisions of this Section 13.26 supersede any and all other provisions of this Agreement contrary thereto.

IN WITNESS WHEREOF, the Parties have set their hands and had their seals affixed on the dates set forth after their respective signatures.

CITY OF SPRINGFIELD, MASSACHUSETTS, a municipal corporation

Approved:

Chief Development Officer
Date Signed: 5/14/13

UU Approved as to appropriation: N/A

Acting City Comptroller
Date Signed: 5/14/13

Approved as to form:

City Solicitor
Date Signed: May 14, 2013

Reviewed:

Acting Chief Administrative and Financial Officer
Date Signed: 5/14/13

APPROVED:

DOMENIC J. SARNO, MAYOR
Date Signed: 5/14/13

BLUE TARP reDEVELOPMENT, LLC, a Massachusetts limited liability company

WILLIAM J. HORNBUCKLE, Authorized Signatory

Dated Signed: 5/1/13

1223695_17

[Signature Page – Host Community Agreement]

FOR THE CITY OF SPRINGFIELD:

Lauren Stabilo

Chief Procurement Officer

EXHIBIT A

COMMUNITY IMPACT PAYMENTS

The Developer shall pay to the City the following amounts on the dates specified as Community Impact Payments:

1. No later than nine (9) months prior to the anticipated Operations Commencement, Two Million Five Hundred Thousand Dollars ($2,500,000); and

2. For each Casino Year during the Term, Two Million Five Hundred Dollars ($2,500,000), subject to adjustment as provided below and to be prorated for the first Casino Year and for the last Casino Year (the "**Fixed Community Impact Payment**"). The Fixed Community Impact Payment shall be payable as provided below.

At least thirty (30) days, but no more than sixty (60) days prior to the commencement of any Casino Year, the City may provide written notice (the "**Advancement Notice**") to the Developer directing the Developer to pay the Fixed Community Impact Payment for such Casino Year, in advance, on the first day of the immediately succeeding Casino Year. In any Casino Year in which the City does not deliver an Advancement Notice, then commencing on the first day of the Casino Year, the Developer shall pay to the City the Fixed Community Impact Payment, remitted to the City in equal installments on a quarterly basis.

Commencing on July 1 immediately following the Operations Commencement Date, and on each July 1 thereafter during the Term, the amount of the Fixed Community Impact Payment for the Casino Year then commencing shall be determined by multiplying the amount of the Fixed Community Impact Minimum Payment in effect as of the immediately preceding day times the CPI Adjustment Factor, provided however, that if the first Casino Year is less than six (6) months, then the CPI Adjustment Factor shall not be applied until July 1 of the third Casino Year.

3. For each Casino Year during the Term: (a) One-Eighth of One Percent (0.125%) of Developer's daily Gross Revenue until Developer's aggregate Gross Revenue for such Casino Year equals Four Hundred Million Dollars ($400,000,000), and (b) One Percent (1%) of Developer's daily Gross Revenue in excess of Four Hundred Million Dollars ($400,000,000) (collectively, the "**Community Impact Percentage Payment**") to be remitted daily by Developer to the City, consistent with the procedures set forth in Section 55 of the Act, by electronic wire transfer of funds to such account or accounts as directed by the City, commencing on the Operations Commencement Date or according to such other procedure as may from time to time be established by the City Treasurer/Collector and Developer.

EXHIBIT B

BUSINESS OPERATIONS AND MARKETING OBLIGATIONS

1. MassMutual Center and Arena

(a) The Developer has entered into a memorandum of understanding with the Massachusetts Convention Center Authority ("**Convention Authority**") pursuant to which Developer has offered to underwrite, co-promote, book and schedule a minimum of four (4) new entertainment events (each an "**Event**") per calendar year at the MassMutual Center and Arena, following the Operations Commencement Date (the "**Convention Authority MOU**") generally in accordance with terms of the attached Convention Authority MOU.

(b) The Developer will purchase such number of unsold tickets to Events as may be necessary to meet its underwriting commitment for such Events. Events shall be of a type and quality booked by or on behalf of Parent Company or its Affiliates at other facilities in the United States as described more specifically in the Convention Authority MOU.

(c) The Developer will facilitate utilization of structured parking at the Project to support events taking place at the MassMutual Center and Arena, and to the extent permitted by applicable law:

(i) The Developer will allocate time to advertise MassMutual Center and Arena events on the proposed large digital marquee planned for the parking structure with high visibility to I-91;

(ii) The Developer will include MassMutual Center and Arena marketing messages on digital signs throughout the Project; and

(iii) The Project hotel will feature a MassMutual Center and Arena proprietary channel on in-room televisions.

2. Symphony Hall/City Stage

(a) The Developer has entered into an agreement with the City pursuant to which Developer agrees to, among other things, underwrite, co-promote, book and schedule a minimum of three (3) Events per calendar year at Symphony Hall following the Operations Commencement Date (the "**Symphony Hall MOU**") for a minimum of five (5) years following the Operations Commencement Date, prorated for the first year. Developer shall perform its obligations under the Symphony Hall MOU. The Developer will purchase such number of unsold tickets to Events as may be necessary to meet its underwriting commitment for such Events.

(b) The Developer has entered into an agreement with the Springfield Parking Authority pursuant to which Developer agrees to, among other things, underwrite, co-promote, book and schedule a minimum of three (3) Events per calendar year at City Stage, following the Operations Commencement Date (the "**City Stage MOU**"), for a minimum of five (5) years following the Operations Commencement Date, prorated for the first year. Developer shall perform its obligations under the City Stage MOU. The Developer will purchase such number of unsold tickets to Events as may be necessary to meet its underwriting commitment for such Events.

(c) The Developer shall provide dedicated signage (duratrans, pillow toppers, slot toppers, etc.) at the Project for no fewer than six (6) (three each) shows, concerts and special events taking place annually at City Stage or Symphony Hall during the Term as mutually determined by Developer and the Springfield Parking Authority (with respect to City Stage) and the Developer and the City (with respect to Symphony Hall).

(d) The Developer shall co-promote annually during the Term commencing on Operations Commencement all concerts and special events taking place at City Stage or Symphony Hall in various in-house marketing mediums such as digital signage, television, on-hold messaging and overhead announcements as mutually determined by Developer and the Springfield Parking Authority (with respect to City Stage) and the Developer and the City (with respect to Symphony Hall).

(e) During the Term commencing on Operations Commencement, the Developer shall include information about City Stage and Symphony Hall in employee pre-shifts and employee offers, from time to time, to educate employees about program offerings and enable employees to speak to customers, friends and family about upcoming shows, concerts and special events at City Stage and Symphony Hall.

(f) During the Term commencing on Operations Commencement, the Developer shall offer, from time to time, preferred rates for accommodating and feeding artists and performers on select shows, concerts and special events at Symphony Hall or City Stage as mutually determined by Developer and the Springfield Parking Authority (with respect to City Stage) and the Developer and the City (with respect to Symphony Hall).

3. Additional Event Commitment

In addition to Developer's obligations provided in Paragraphs 1 and 2 hereof, Developer also agrees to underwrite, co-promote, book and schedule a minimum of two (2) Events per calendar year following the Operations Commencement Date, at either MassMutual, City Stage or Symphony Hall for a minimum of five (5) years following the Operations Commencement Date, prorated for the first year.

4. Quadrangle and Basketball Hall of Fame

(a) During the Term commencing on Operations Commencement, in partnership with the Greater Springfield Convention and Visitor's Bureau (the "**Visitor's Bureau**"), of which the Quadrangle and Basketball Hall of Fame are members, the Developer will exercise good faith efforts to actively promote both organizations through in-house promotions and back-of-house promotions among employees.

(b) During the Term commencing on Operations Commencement, the Developer will host annual employee family events at each of the Quadrangle and Basketball Hall of Fame facilities and annually will purchase no fewer than five hundred

(500) tickets in total for each calendar year for customer events and promotions at such facilities as mutually determined by Developer and the Visitor's Bureau.

5. Local Business Promotion and Cross-Marketing Efforts

The Developer will provide free advertising space in the Project's back-of-house employee area for City businesses not competitive to Developer in a manner and at locations as reasonably determined by Developer.

6. Regional Marketing Efforts

Developer shall undertake regional marketing efforts in consultation with the Visitor's Bureau in a manner consistent with Developer's response to the RFQ/P, dated January 3, 2013, specifically Exhibit 4(B).

NON-EXCLUSIVE JOINT MARKETING AND JOINT COOPERATION AGREEMENT

Massachusetts Convention Center Authority, with an office address of 415 Summer Street Boston, MA 02210 (the "MCCA"), is the owner of the Mass Mutual Center, located at 1277 Main Street, Springfield, MA 01103 (the "MMC" or the "Center") and Blue Tarp reDevelopment, LLC, an affiliate of MGM Resorts International and the developer behind the proposed MGM Springfield project at the site located at Main Street and State Street ("MGM") hereby agree to the following terms of this Non-Exclusive Joint Marketing and Joint Cooperation Agreement (this "Agreement"). MCCA and MGM shall be individually referred to herein as a "Party" and collectively, as the "Parties".

Background. The Mass Mutual Center, originally the Springfield Civic Center, opened in 1972 and was owned and operated by the City of Springfield until 1990, when a six-year period of contracted private management began. In February 1996, the Center returned to city operation. In November 1997, the Massachusetts Legislature authorized funding for a major renovation and enlargement of the facility. and transferred ownership of the Center to the Masssachusetts Convention Center Authority In November 2003, the Massachusetts Mutual Life Insurance Company entered into Naming Rights Contract with the MCCA, providing for the naming of the facility as the MassMutual Center . In October of 2005 the MCCA entered into a contract for the management of the Center with Global Spectrum. Standing in the heart of the Pioneer Valley, the MassMutual Center is most diverse function space in Western Mass. The center has 100,000 sq.ft of flexible space, with a large ballroom, five fully-functional meeting rooms, and a 40,000 sf. exhibit space. The Center is home to Springfield's NBA Development League team, the Springfield Armor, as well as the American Hockey League's Springfield Falcons.

MGM Resorts International (NYSE: MGM), the parent company of the developer of MGM Springfield, a Fortune 500 company, is one of the world's leading global hospitality companies, operating a portfolio of destination resort brands, including Bellagio, MGM Grand, Mandalay Bay and The Mirage. In addition to its 51% interest in MGM China Holdings Limited, which owns the MGM Macau resort and casino, the Company has significant holdings in gaming, hospitality and entertainment, owns and operates 15 properties located in Nevada, Mississippi and Michigan, and has 50% investments in three other properties in Nevada and Illinois. MGM Resorts International supports responsible gaming and has implemented the American Gaming Association's Code of Conduct for Responsible Gaming at its gaming properties. The Company has received numerous awards and recognitions for its Diversity Initiative, its community philanthropy and its commitment to sustainable development and operations.

MGM Springfield. MGM Springfield, a proposed 1 million square foot destination casino facility, will be generally located in Downtown Springfield, on the city block between Main Street, Columbus Avenue, and State Street and Union Street. The project will feature a minimum: 200-room hotel, 3,000 space parking deck, 100,000 square foot gaming floor, and an estimated 3,000 state-of-the-art slot machines, and 75 tables, an approximate 9,400 square foot hotel spa, 10 restaurants and a local food market, and an energized 35,000 square foot entertainment plaza, anchored by a cinema and bowling complex.

Joint Marketing and Cooperation. MGM has provided MCCA with a proposed joint marketing and support plan, attached hereto and incorporated herein as Exhibit "A", which provides MGM's commitment to provide support for the Center upon our award of a gaming license and following the opening of our facility. Those efforts, more fully detailed in the plan, include, but are not limited to, a proposed physical connection to the Center, as well as co-promoting events, and using MGM's national entertainment and convention center relationships to bring acts and shows to the Center. The principal elements of that proposal are as follows:

a. Main Street Bridge Connection

• Financial contribution to the Authority for a Project to Upgrade the Electronic Marquee Sign, in an agreed upon amount not to exceed $100,000 based upon a mutually agreed design, and subject to MGM receiving an agreed upon portion of complimentary time on the marquee once upgraded. In the event that MGM and the MCCA mutually agree in the future upon a physical connection to the MassMutual Center, whether by an enclosed bridge, or otherwise, MGM agrees that it will fund the design, construction and maintenance of such connection.

b. Arena Home Team Sponsorship
   - Major sponsorship of Falcons and Armor for at least 3 years post-opening, in an amount no less than the support provided by MGM for the period July 1, 2012-June 30. 2013

c. Financial Underwriting of Major Events
   - MGM will sponsor at least 4 major events annually for the first 3 years post-opening up to a $1 million potential annual loss and for the following 5 year period for us to a $500,000 potential annual loss

d. Support of Convention and Meeting sales and Local VCB Activities
   - Minimum $250,000 annually

e. Support of non-MGM sponsored events
   - $250,000 in ticket purchases annually (to the extent sufficiently below loss guarantee in Section C above)

f. Propose or consider proposals, and negotiate in good faith concerning the adoption and implementation of additional measures relating to mutual assistance and cooperation between the parties or to provide for MGM's management of the operation of the MassMutual Center in a structure consistent with that currently in place, provided however that no management or incentive fee of any kind would be paid by the Authority. Such proposals would include but not be limited to retention of certain policies, procedures and personnel, and would be subject to applicable law and Authority by-laws, and the approval of the Authority Board.

Non-Exclusive. MGM acknowledges that MCCA has the right and may enter into similar joint marketing and joint cooperation agreements with other potential casino license bidders, and that execution of this Agreement does not bind MCCA in any way to MGM or its proposal. By executing this Agreement, MCCA is only expressing its commitment to work with MGM, in the event MGM is the successful bidder, on joint marketing efforts similar in nature to those set forth in the attached plan. MGM agrees there shall be no use of the name of the Massachusetts Convention Center Authority, or the MassMutual Center without prior written consent other than to disclose that the Parties have signed a joint marketing and joint cooperation agreement.

Enforceability. MGM represents that the City of Springfield has requested, and that MGM has agreed, that MGM shall include in its contractual commitments to the City under its host community agreement (the "HCA") the obligations it has entered into with respect to the MCCA as set forth in this Agreement. MGM' agrees that MCCA shall be able to enforce MGM's obligations to it under this Agreement, provided however that to the extent that MCCA is unable to enforce its obligations against MGM under this Agreement, that MCCA (through the City or directly, as the MCCA may elect) may enforce MGM's commitments hereunder through the HCA.

ACKNOWLEDGED AND AGREED TO BY:

BLUE TARP REDEVELOPMENT, LLC	MASSACHUSETTS CONVENTION CENTER AUTHORITY
BY: ______________________	BY: ______________________
NAME: ______________________	NAME: ______________________

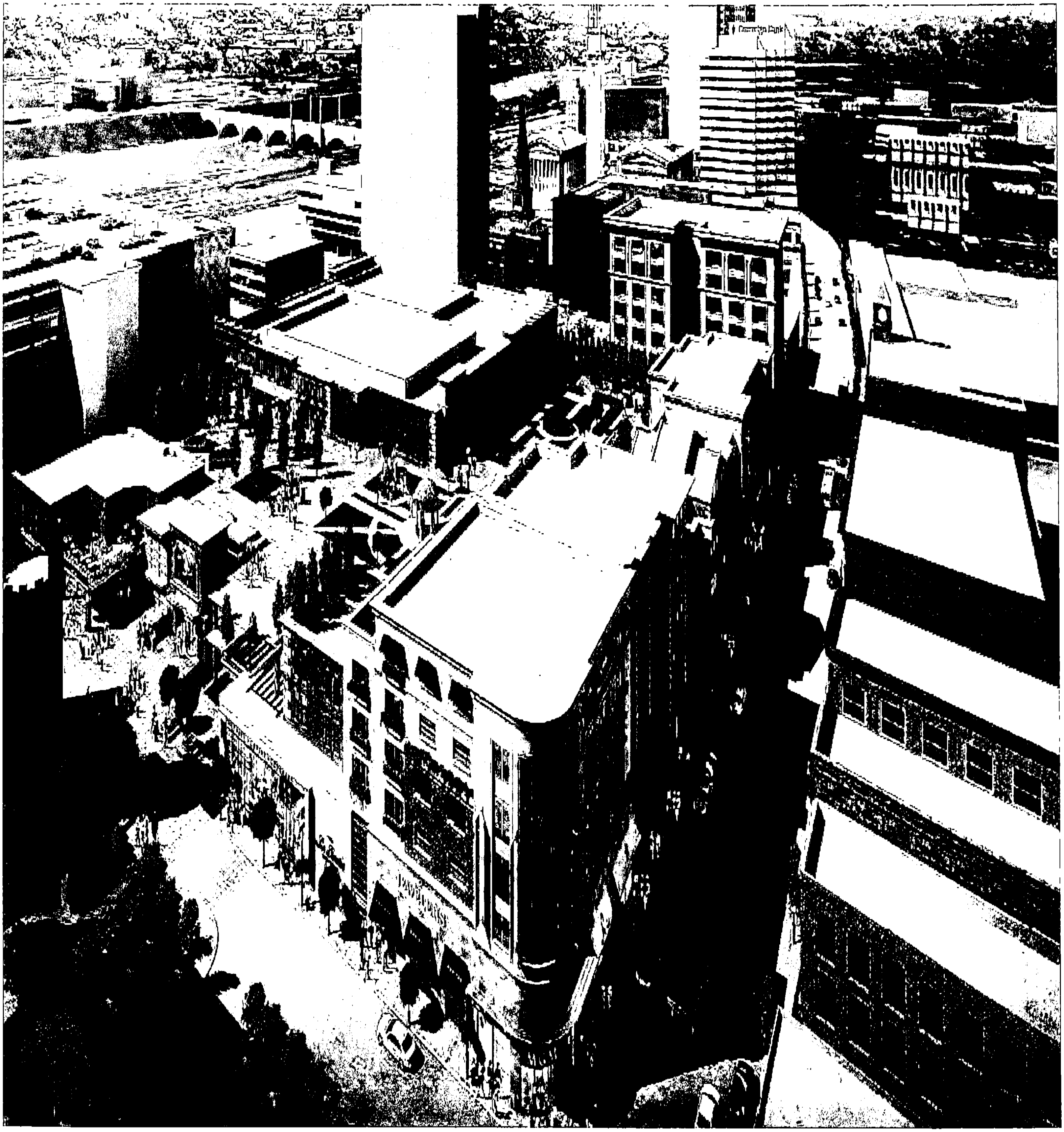
EXHIBIT A

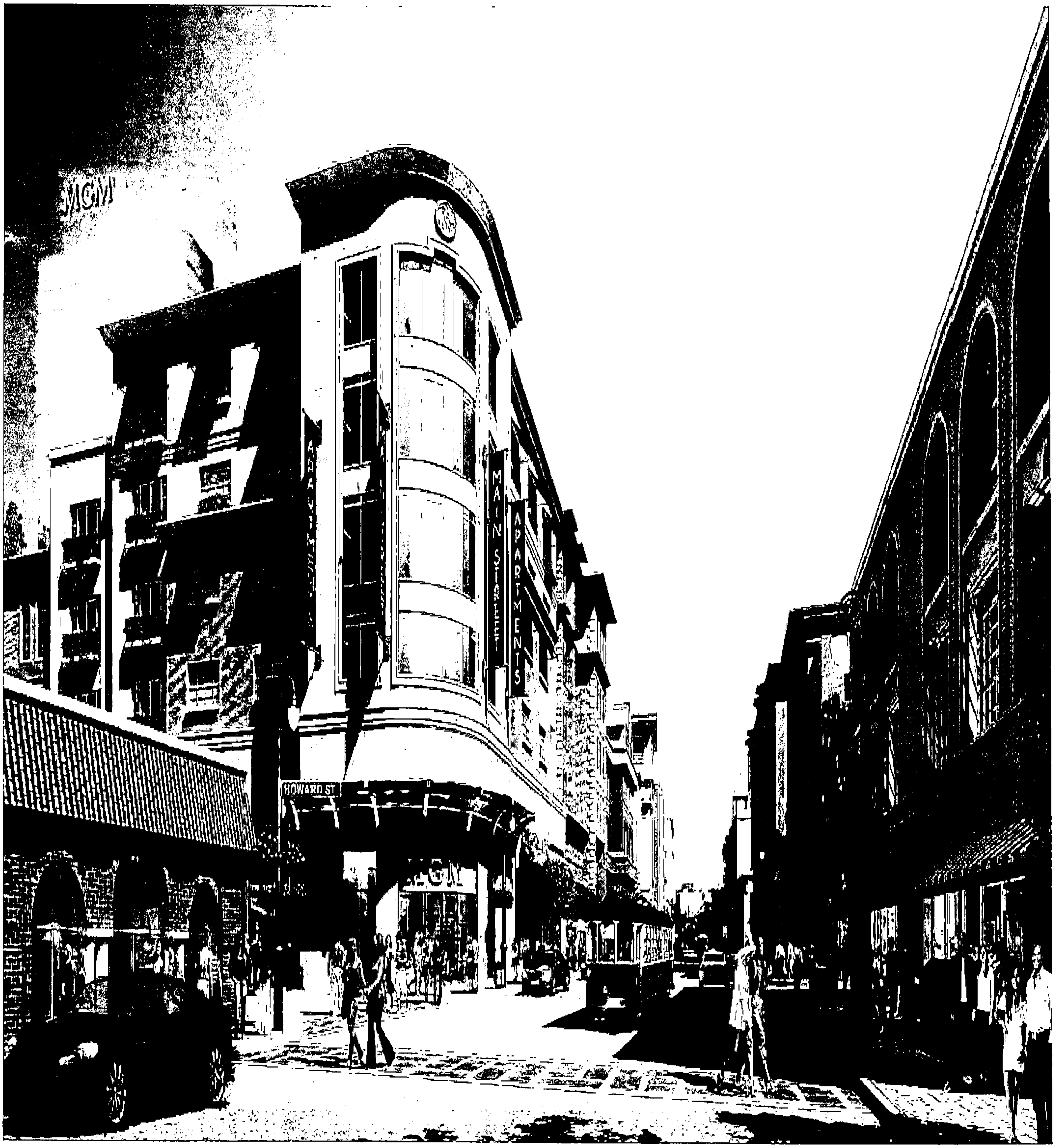
Partner and Sponsorship Proposal

May 2013 Update

MGM RESORTS INTERNATIONAL

BELLAGIO ARIA VDARA MGM GRAND THE SIGNATURE AT MGM GRAND MANDALAY BAY THEhotel AT MANDALAY BAY THE MIRAGE MONTE CARLO NEW YORK-NEW YORK
LUXOR EXCALIBUR CIRCUS CIRCUS LAS VEGAS RAILROAD PASS HENDERSON NEVADA CIRCUS CIRCUS RENO NEVADA SILVER LEGACY RENO NEVADA GOLD STRIKE JEAN NEVADA
BEAU RIVAGE BILOXI, MISSISSIPPI GOLD STRIKE TUNICA MISSISSIPPI MGM GRAND DETROIT MICHIGAN GRAND VICTORIA ELGIN ILLINOIS MGM MACAU CHINA MGM GRAND SANYA CHINA




MGM
MAIN STREET
APARTMENTS
HOWARD ST
MGM

MGM RESORTS
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SUMMARY

The mayor and city leaders have said they want the casino project to create spin-off effects for the rest of the City. MGM Springfield has the potential, because of proximity and the commitment of MGM Resorts, to activate many of the city's wonderful, but under-performing assets.

Since our initial discussions in the Fall of 2012, much progress has already been made to demonstrate MGM Resorts' ability to deliver on the mayor and city leader's desires. The following proposal is updated from our initial discussions to partner with MassMutual Center in a way that is meaningful to both Springfield tourism development generally, as well as MassMutual Center specifically.

MGM Resorts International, through its MGM Springfield project, proposes to include MassMutual Center as a key component in its plans for an integrated entertainment, retail, restaurant, and casino complex in Downtown Springfield.

The following pages detail the **major partnership elements** listed below, should MGM Resorts succeed in obtaining a license for Springfield:

- **Arena Home Team Sponsorship**
  - Major sponsorship of Falcons and Armor (Minimum three years)
- **Financial Underwriting of Major Events**
  - Up to $1 million potential loss annually (First three years)
  - Up to $500,00 potential loss annually (Next five years)
- **Support of Local VCB Activities** (Minimum $250,000 annually)
- **Ultimate Management of MassMutual Center**
  - No fee ($250,000 value annually)
- **Support of non-MGM sponsored events**
  - $250,000 in tickets purchases annually

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IMMEDIATE AND FUTURE SPONSORSHIP OF TWO RESIDENT SPORTING TEAMS AT MASSMUTUAL ARENA

MGM Springfield has become one of the **largest corporate sponsors of the AHL Springfield Falcons.** Specifically, we purchased an integrated sponsorship for the 2012/2013 season. In addition to significant in-arena branding and activation, we receive 50 tickets per game. The majority of these tickets are being given to nonprofit groups focusing on children and families in the community via the "Friends of the Falcons" program. It would be our intent to continue with this sponsorship on an annual basis, at a minimum for a 3-year period following our opening.

Likewise, MGM Springfield is the **corporate presenting sponsor for the Armor**, Springfield's NBA D-League franchise for the 2012/2013 season. Similar to the Falcon's sponsorship, assuming licensing, we will continue our annual commitment for a minimum 3-year post-opening period. MGM Springfield is one of the first corporate sponsors in the D-League to obtain uniform naming rights giving added exposure to both Springfield and MGM in the cities of their league competitors. Furthermore, hospitality opportunities utilizing sponsor tickets are being activated for community organizations.

MGM Springfield was also a **significant sponsor of the men's and women's MAAC Conference basketball tournament** in early March, 2013. Our sponsorship provides first right of refusal for future tournaments which we would plan to exercise upon awarding of a license.

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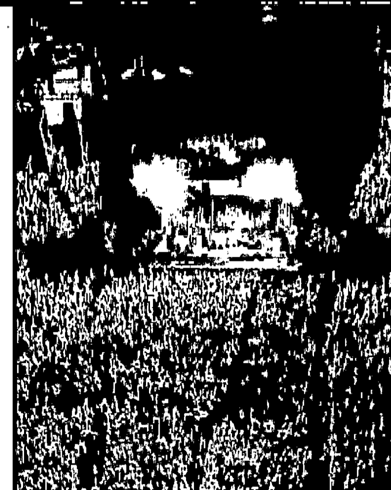
DEVELOPMENT OF AN EXCITING CALENDAR OF ENTERTAINMENT AND SPORTING EVENTS IN THE ARENA.



MGM Resorts' access to top name and unique entertainment, as well as key sporting events is virtually unmatched. Over the past several months, we have been meeting with our key promoters and partners and have begun to craft an entertainment calendar beginning May 2013.

MGM Springfield will not have a dedicated entertainment venue as part of the integrated project, rather we are committed to, and in fact, prepared to provide **underwriting to support entertainment acts and events** utilizing each of Springfield's existing venues. Specific to MassMutual Center is the commitment to **bring a minimum of four key acts or events (sporting, etc.) on an annual basis to the Center**. In addition, as outlined previously, we would plan to support existing tenant sporting franchises and tournaments through significant sponsorship providing activation that drives tourism to downtown.

Two events have already been booked by MGM Springfield in MassMutual Center for 2013:

- Pitbull In Concert – May 23, 2013 (tickets currently on sale)
- Professional Bull Riders Lucas Oil Pro Touring: September 6–7 (tickets on sale soon)

MGM Resorts has very strong relationships with international entertainment providers Live Nation and AEG, and we are leveraging those relationships to break the jurisdictional hold that the Mohegan Sun Arena has on the Springfield market (through event-specific geographic exclusivity arrangements).

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The following events have been targeted for MassMutual Center. In many cases, preliminary discussions have taken place, and we are working closely with Matt Hollander and his team from Global Spectrum on finding mutually beneficial dates and deals for 2013 and beyond. Our ability to meet our programming commitment above is also contingent upon our ability to work collaboratively with the team at MassMutual Center to build a calendar based on existing commitments and future opportunities.

- UFC® Strike Force – Mixed Martial Arts – Committed to at least one event in 2013.
- *Cirque du Soleil*® Touring Show – Committed to find a mutually beneficial date for 2013.
- Extreme Sports – Dew Tour, for example.
- Indoor Volleyball Tour – Featuring most recent US Olympic Team.
- Electronic Dance Music – Partnering with current nightclub promoter partners Light Group and AMG. AMG recently signed an exclusive two-year MGM Resorts deal with Tiesto. Other names being pursued are Deadmau5 and Calvin Harris.
- Celebrity Tennis Event – Doubles Challenge – McEnroe/Chang vs. Agassi/Courier.
- Boxing – Top Rank Boxing and Golden Boy Promotions are key partners with MGM Resorts.
- Headline entertainers - Routing discussions have already taken place for many of the performers targeted for Las Vegas, principally for Mandalay Bay's Beach Concert series and the Mandalay Bay Events Center. Likewise, MGM Resorts enjoys a great relationship with one of the largest entertainment booking and promotions agencies in the Northeast, based in Boston. We will look to leverage opportunities with the agency.

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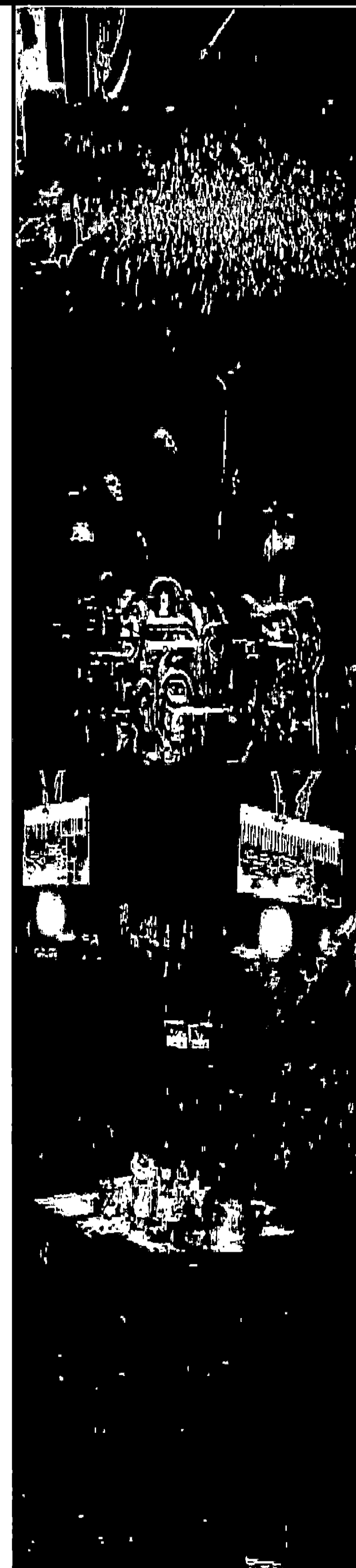

MGM SPRINGFIELD FINANCIAL COMMITMENT

As a demonstration of our commitment to the City, we will work with Global Spectrum in securing and marketing quality acts and events (a min. of four per year) which collectively, we believe, will meet pro-forma sell out status. However, in the event that the pro-forma is not met, MGM Springfield will commit to **underwrite up to a $1MM annual loss** for a period of three years post-opening. Assuming success is achieved by generally hitting our pro-forma numbers, and to further ensure quality acts, MGM will, however, commit to **underwrite up to a $500,000 annual loss** for an additional 5-year period.

As your partner, we would propose a bi-weekly meeting with the Global Spectrum team to collaborate on plans for MassMutual Center. The purpose of the meeting will be to optimize the overall planning, marketing, and implementation of our joint events. Included on the agenda would be a review of the calendar, booking opportunities, cooperative marketing, promotions, etc.

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IMMEDIATE AND DIRECT SUPPORT FOR CONVENTION AND MEETING SALES

We propose to deploy MGM Resorts corporate and regional office sales managers to assist in securing additional business for the MassMutual Center. As operators of the fifth largest convention center in North America (Mandalay Bay) as well as the most significant amount of meeting space collectively in Las Vegas and regional properties, we receive and solicit many convention and meetings leads. As such, we have the ability to steer opportunities to MassMutual in the short-term.

Long-term, should MGM Resorts be successful in its bid, we propose a direct relationship with MassMutual to utilize the approximately 15,000 square feet of proposed meeting space in MGM Springfield, along with the existing 70,000 square feet in MassMutual to attract programs that develop the tourism base by groups which previously could not meet due to space constraints.

We recognize that the Pioneer Valley VCB has direct involvement in providing leads and working directly with MassMutual management, and we have already discussed with them our desire to assist in meeting their key goal of tourism development.

Specifically, we will participate in Pioneer Valley VCB coordinated external cooperative marketing programs, as well as to collaborate on the development of a joint private/public sales and marketing plan for the region with emphasis on MGM Springfield and the MassMutual Center along with complementary venues that will support the group segment. **We will commit a total of $250,000 annually to those efforts.**

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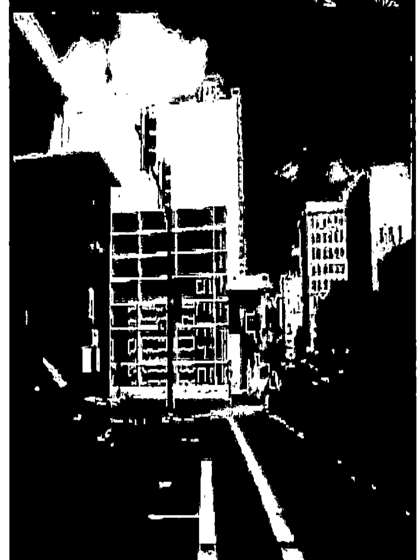
CORPORATE MANAGEMENT OF MASSMUTUAL CENTER

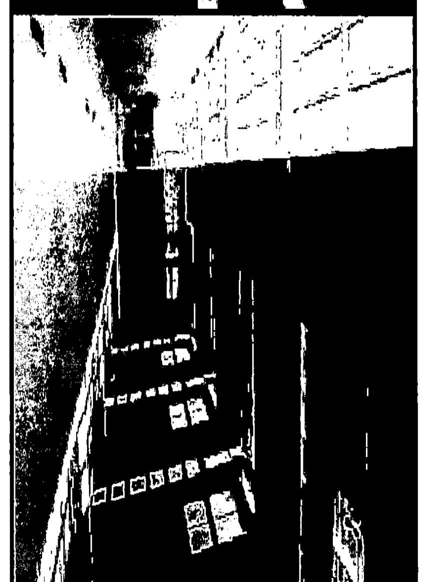
At the conclusion of the current management contract with Global Spectrum, MGM Resorts proposes taking over full corporate management of MassMutual at a financial arrangement that would allow it only to cover its direct cost of such management. There would be **no profit for MGM Resorts built into the agreement**. We understand this would **save the Center approximately $250,000 annually.**

ADDITIONAL COMMITMENTS

We will provide the following to MCCA at no cost:

- Utilization of the MGM Springfield parking garage for all MassMutual Center events/conventions (approx. 3,000 spaces)
- Interior directional signage from MGM parking structure to MassMutual Center
- Allocated time on the proposed large digital marquee planned for the MGM parking structure with high visibility to I-91
- MassMutual Center and Arena marketing messages on MGM Springfield digital signs throughout the property
- MassMutual Center proprietary channel on in-room televisions
- MassMutual Center content on in-room and property collateral as appropriate





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- Dedicated link on the MGM Springfield website to MassMutual Center website or promotional landing pages as appropriate
- Events promotion for all MassMutual Center events and entertainment (MGM sponsored and non-sponsored) in all forms of MGM Springfield and M life social media
- Event content in quarterly M life newsletters (6.3MM database)
- Regular entertainment calendar features in M life TV (nearly 1MM YouTube views) and M life Magazine (150K circulation)
- Occasional story placement in M life magazine and feature segment on M life TV

MGM Springfield will **dedicate marketing funds up to $250,000 annually to purchase tickets to non-MGM Springfield events at MassMutual Center.** The exact amount will be determined based on forecasted customer demand.

EXHIBIT C

EMPLOYMENT, WORKFORCE DEVELOPMENT AND OPPORTUNITIES FOR LOCAL BUSINESS OWNERS

1. General

With respect to all employment decisions of the Developer whether for construction jobs or operations jobs, Developer shall, and shall cause its contractors and subcontractors, to:

(a) comply with all applicable equal employment opportunity, non-discrimination and affirmative action requirements, including, but not limited to, the provisions of Chapter 151B of the Massachusetts General Laws, as amended, and all other applicable anti-discrimination and equal opportunity laws;

(b) not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability;

(c) undertake, in good faith, affirmative action measures to eliminate discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability. Such affirmative action measures shall entail positive and aggressive measures to ensure non-discrimination and to promote the equal opportunities in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, apprenticeship and on the job training programs. A list of positive and aggressive measures shall include, but not be limited to, advertising employment opportunities in minority and other community news media; notifying Minority, women, Veteran and other community-based organizations of employment opportunities; validating all job specifications, selection requirements, and tests; maintaining a file of names and addresses of each worker referred to Developer or its contractor and what action was taken concerning such worker; and notifying the administering agency in writing when a union with whom the Developer or its contractor has a collective bargaining agreement has failed to refer a Minority, woman or Veteran worker. These and other affirmative action measures shall include all actions required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability; and

(d) establish a tracking system that tracks all of the employees that are working on or at the Project and such records and system shall be subject to inspection by the City.

2. Construction Jobs

During construction of the Project:

(a) Developer shall use its best efforts to create and maintain no fewer than Two Thousand (2,000) construction jobs at the Project; and

(b) Developer shall abide by an affirmative action program of equal opportunity as approved by the Commission whereby Developer shall strive to achieve labor participation goals for the utilization of Minorities, women and Veterans on the construction of the Project; *provided however*, that such goals for women and minorities shall be equal to or greater than the goals contained in the Commonwealth's Executive Office for Administration and Finance Administration Bulletin Number 14 which goals currently are set at 15.3% Minorities and 6.9% women and such goal for Veterans is set at 8%. The participation goals as set forth herein shall not be construed as quotas or set asides; rather such participation goals will be used to measure the progress of the Developer's equal opportunity, non-discrimination and affirmative action program.

3. Operations Jobs

(a) Developer will use its best efforts to employ as of the Operations Commencement Date no fewer than Three Thousand (3,000) persons, of which no fewer than Two Thousand Two Hundred (2,200) persons shall be employed on a full-time equivalent basis at the Project and/or any work of the Developer's at any facility at Union Station.

(b) Beginning on the Operations Commencement and continuing throughout the Term:

(i) Developer shall use its best efforts to strive to achieve labor participation goals for the utilization of City Residents so that (a) no fewer than Thirty-Five Percent (35%) of persons employed by the Developer at the Project and any related Union Station facility will be City Residents; and (b) no more than Ten Percent (10%) of its workforce will be residents from outside the City and its surrounding area.

(ii) Developer shall use its best efforts to strive to achieve labor participation goals for the utilization of Minority persons, women and Veterans so that: (a) no less than Fifty Percent (50%) of its workforce will be Minority persons, (b) no less than Fifty Percent (50%) of its workforce will be women and (c) no less than Two Percent (2%) of its workforce will be Veterans. The participation goals as set forth herein shall not be construed as quotas or set asides; rather such participation goals will be used to measure the progress of the Developer's equal opportunity, non-discrimination and affirmative action program.

(c) The Developer will provide a "First Choice" recruitment program in partnership with the Massachusetts Casino Careers Training Institute to provide City Residents the first opportunity to learn about and apply for positions at the Project. The First Choice program also will provide outreach services to economically isolated residents, those on disability benefits and residents in disadvantaged areas in the City, with a focus on the unemployed and underemployed, as well as Minority, women and Veteran recruitment, to encourage City residents to apply for jobs available at the Project.

4. Workforce Development

(a) The Developer will organize and maintain a training program to offer workforce skills development courses to City Residents in addition to training for all Project employees.

(b) The Developer will offer English as a Second Language Classes at no charge to Project employees.

(c) Developer shall otherwise comply with Section 18(17) of the Act in establishing and implementing a workforce development plan.

5. MBE/WBE/VBE Commitment

For purposes of this section, MBE shall mean Minority-owned Business, WBE shall mean Women-owned Business and VBE shall mean Veteran-owned Business, as defined in section 7 hereof.

(a) Developer shall use its best efforts to:

(i) award contracts for the design and construction of the Project, utilizing the following minimum percentages of MBE, WBE and VBE located in the City, measured by the total dollar amount of such contracts:

MBE: Five Percent (5%);

WBE: Ten Percent (10%); and

VBE: Two Percent (2%).

(ii) utilize the following percentages of MBE, WBE and VBE located in the City for the provision of goods and services for the Project following Operations Commencement, measured by the total dollar amount of such contracts:

MBE: Ten Percent (10%);

WBE: Fifteen Percent (15%); and

VBE: Two Percent (2%).

In furtherance of such best efforts obligations, Developer will implement a marketing program to achieve such goals and alert MBE, WBE and VBE of supplier opportunities.

(b) On a periodic basis, the Developer will hold day-long training and seminar sessions, free of charge and open to City businesses, to educate and assist them in applying for certification as an MBE, WBE and/or VBE.

6. Opportunities for Local Business Owners

Developer shall exercise its best efforts to ensure that at least Fifty Million Dollars ($50,000,000) of its annual biddable goods and services are prioritized for local procurement, meaning principally Springfield, but including the immediately surrounding Greater Springfield Area. Such local businesses shall not be guaranteed any awards but shall be given preferential consideration if all other aspects of the respective bid responses are competitive with non-local businesses.

Further, Developer shall use best efforts to work with local business associations such as, the Affiliated Chambers of Commerce of Greater Springfield and the Massachusetts Latino Chamber of Commerce (Springfield office) to educate local businesses on the opportunities provided by Developer's commitment to source such goods and services locally.

7. Definitions. For purposes of this Exhibit C, the following terms shall have the following meanings:

(a) "**City Resident**" means any person for whom the principal place of residence is within the City as of the date of such person's hire, unless such person's residency occurred within three (3) months of the date of such hire as a result Developer's prior express agreement to hire. Proof of residence may include, but is not limited to, the following: a valid Massachusetts driver's license indicating a City permanent residence, utility bills, proof of voter registration within the City or such other proof indicating a permanent residence within the City.

(b) "**Minority**" means a person who meets one or more of the following definitions:

(i) American Indian or Native American means: all persons having origins in any of the original peoples of North America and who are recognized as an Indian by a tribe or tribal organization.

(ii) Asian means: all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian sub-continent, or the Pacific Islands, including, but not limited to China, Japan, Korea, Samoa, India, and the Philippine Islands.

(iii) Black means: all persons having origins in any of the Black racial groups of Africa, including, but not limited to, African-Americans, and all persons having origins in any of the original peoples of the Cape Verdean Islands.

(iv) Eskimo or Aleut means: All persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia.

(v) Hispanic means: All persons having their origins in any of the Spanish-speaking peoples of Mexico, Puerto Rico, Cuba, Central or South America, or the Caribbean Islands.

(c) "**Minority-owned Business**" means a business that is beneficially owned by one or more Minority persons as follows:

(i) the business must be at least 51% owned by Minority persons; in the case of a corporation or other entity having more than one class of stockholders or equity interests, the ownership requirement must be met as to each class of stock or equity interest;

(ii) the Minority owners shall demonstrate that they have dominant control over management;

(iii) the business has not been established solely for the purpose of taking advantage of a special program which has been developed to assist minority businesses; and

(iv) in the case of a joint venture between a minority business meeting the requirements of 1. through 3. above, inclusive, and a non-minority business, the joint venture shall be found to be a minority business if the minority business meeting the requirements of said clauses 1. to 3. above, inclusive, shall have more than one-half control over management of the project and shall have the right to receive more than one-half of the profits deriving form that project.

(d) "**Veteran**" shall have the meaning ascribed to such term as provided in Massachusetts General Law Chapter 4, Section 7.

(e) "**Veteran-owned Business**" means a business that is meeting the requirements set forth in clauses 1. to 4., inclusive, of the definition of a "Minority-owned Business" except that the terms "veterans", "veteran owners" and "veteran-owned business" shall be substituted for the terms "minority", "minority persons", "minority owners" and "minority business" appearing in the definition.

(f) "**Women-owned Business**" means a business that meets the requirements set forth in clauses 1. to 4., inclusive, of the definition of a "Minority-owned Business" except that the terms "women", "women owners" and "women-owned business" shall be substituted for the terms "minority", "minority persons", "minority owners" and "minority business" appearing in the definition.

EXHIBIT D

OBLIGATIONS TO MITIGATE POTENTIAL IMPACTS ON SURROUNDING COMMUNITIES

1. Developer shall enter into agreements with Surrounding Communities to mitigate potential impacts on Surrounding Communities from the development and operation of the Project (each, a "**Surrounding Community Agreement**", and collectively, the "**Surrounding Community Agreements**"). Prior to entering into a Surrounding Community Agreement, Developer shall consult with the City as to the terms of such agreement. In the event the Developer's financial obligations under a Surrounding Community Agreement would result in either exceeding the Upfront Cap (as defined herein) or the Annual Cap (as defined herein), the City shall have the right to approve the Surrounding Community Agreement, said approval shall not be unreasonably withheld.

2. Developer shall develop regionally based solutions and other strategies for mitigating potential impacts on Surrounding Communities from the development and operation of the Project, including but not limited to funding a study to quantify the positive and negative impacts on Surrounding Communities to identify the net impact on each Surrounding Community.

3. Developer shall be responsible for One Hundred Percent (100%) of all upfront payments, if any, to be made by Developer under all Surrounding Community Agreements up to and including an aggregate of Five Hundred Thousand Dollars ($500,000) for all Surrounding Community Agreements (the "**Upfront Cap**"). In the event upfront payments owed by Developer under Surrounding Community Agreements are less than the Upfront Cap, the difference between the Upfront Cap and the aggregate upfront payments to be made for all Surrounding Community Agreements shall be paid by Developer to the Community Development Fund established pursuant to the Agreement upon the issuance of a Category 1 license to Developer.

In the event upfront payments to be made by Developer under all Surrounding Community Agreements are greater than the Upfront Cap, then Developer shall pay One Hundred Percent (100%) of such payments, but an amount equal to fifty percent (50%) of such excess (the "**Upfront Payment Excess**") shall be credited against Community Impact Percentage Payments otherwise required to be made by Developer. Such credits, if any, shall be applied Twenty Percent (20%) each Casino Year commencing in the first full Casino Year following Operations Commencement and continuing each Casino Year thereafter until the Upfront Payment Excess has been satisfied.

4. Developer shall be responsible for One Hundred Percent (100%) of all annual payments, if any, under Surrounding Community Agreements up to and including an aggregate of Five Hundred Thousand Dollars ($500,000), as may be increased as provided in Paragraph 5, below, prorated for the first and last Casino Year (the "**Annual Cap**"). In the event annual payments to be made by Developer under all Surrounding Community Agreements during any Casino Year are less than the Five Hundred Thousand Dollars ($500,000) for such Casino Year, Developer shall pay to the Community Development Fund on the last day of each such Casino

Year the difference between Five Hundred Thousand Dollars ($500,000) and the aggregate annual payments for all Surrounding Community Agreements paid during such Casino Year.

In the event annual payments to be made by Developer under all Surrounding Community Agreements are greater than the Annual Cap during any Casino Year, then Developer shall pay One Hundred Percent (100%) of such payments but an amount equal to Fifty Percent (50%) of such excess (the "**Annual Payment Excess**") shall be credited against each Community Impact Percentage Payment otherwise required to be made by Developer in the Casino Year immediately following the Casino Year during which the Annual Payment Excess applies.

5. Commencing on July 1 immediately following the Operations Commencement Date, and on each July 1 thereafter during the Term, the amount of the Annual Cap for the Casino Year then commencing shall be determined by multiplying the amount of the Annual Cap in effect as of the immediately preceding day times the CPI Adjustment Factor, provided however, that if the first Casino Year is less than six (6) months than the CPI Adjustment Factor shall not be applied until July 1 of the third Casino Year.

EXHIBIT E

OTHER OBLIGATIONS OF DEVELOPER

1. Traffic Improvements

The Developer shall implement or fully fund, as applicable, on a timely basis according to a schedule agreed to by the City and not later than the Construction Completion Date the mitigation improvements described in the TEC traffic study, dated December 17, 2012, that the Developer provided to the City with its responses to the RFQ/P, including without limitation the infrastructure improvements described under the caption "Traffic" in Exhibit 8(b) of the Developer's response to Phase II of the RFQ/P.

2. Union Station

(a) Developer shall lease and occupy not less than 44,000 square feet of commercial real estate at Union Station, street address 66 Lyman Street, Springfield, Massachusetts, from the Springfield Redevelopment Authority (the "**SRA**") for uses relating to the Project at a rent and on terms mutually agreeable to the SRA and Developer acting in good faith, taking into account the anticipated Construction Completion Date. Further, Developer shall invest approximately Six Million Seven Hundred Fifty Thousand Dollars ($6,570,000) to build out and improve such facility no later than the Construction Completion Date. In the event the parties are unable to reach such mutually agreeable terms by July 1, 2014, then Paragraph 2(b) below shall take effect.

(b) In order to assist in the underwriting of bond financing for the Union Station development and in lieu of Developer's obligations in Paragraph 2(a) above, the SRA shall have the right to require that Developer shall enter into an agreement with the SRA to make fifteen (15) annual payments to the SRA of Five Hundred Thousand Dollars ($500,000) each, with the first such annual payment commencing not later than one (1) year prior to the Construction Completion Date and on each anniversary date thereof until fully paid.

3. Riverfront Park

Not later than one (1) year prior to the Construction Completion Date, the Developer shall provide the City with a grant of One Million Dollars ($1,000,000) to be used by the City to fund improvements at Riverfront Park.

4. DaVinci Park

Developer shall work cooperatively with the City to design and construct improvements to DaVinci Park at Developer's sole cost, which improvements may include a topiary garden or other landscaping features which will enhance the park for the enjoyment of the City's residents. Prior to the Operations Commencement Date, the Developer at its sole cost shall relocate the playground equipment located at DaVinci Park to another location chosen by the City. Following the installation of the improvements to DaVinci Park, Developer shall be responsible for the cost of maintaining DaVinci Park according to a maintenance schedule mutually agreeable to the City and Developer.

5. Skating Rink

Developer shall design, install and maintain an outdoor skating rink for public use during the winter season to be located on the Project Site. The Developer may charge a reasonable fee for use of such facility. Such facility shall begin operating during the first winter season immediately following Operations Commencement and shall continue operating the rink each winter season for at least the first five (5) years following Operations Commencement.

6. Public Trolley

During the Term, the Pioneer Valley Transit Authority, with financial support from Developer (initial capital funding for up to two trolleys and subsidies for operating costs of the trolley, to the extent not covered by revenues), shall operate a fare-based public trolley system throughout the Downtown area of the City, including service that regularly connects at least the following destinations with reasonable intermediate stops convenient to local businesses, accommodations, public transportation and civic institutions: the Project, the Basketball Hall of Fame, the MassMutual Center and Arena, the Quadrangle, Union Station, Riverfront Park, Symphony Hall/City Stage, and the City's museums. The operating schedule and procedures of the public trolley system shall reasonably accommodate customers of the Project arriving to the City by bus or train. With respect to the public trolley system, the Developer shall have responsibility to fund: (i) capital investment, operation, maintenance and marketing and (ii) hiring, supervision and compensation of personnel. The Developer shall coordinate with the City and Pioneer Valley Transit Authority regarding safety protocols, schedule and route planning, stop placement, street furniture and wayfinding apparatus, and other operating decisions and investments implicating the public right of way, and the safe and convenient use of the public trolley system by the public.

7. Franconia Golf Course.

Upon receipt of a Category 1 license issued by the Commission to Developer subject to no material conditions that are unacceptable to Developer, Developer shall provide to the City a grant of One Hundred and Fifty Thousand Dollars ($150,000) to be used by the City to construct the "MGM Springfield" branded pavilion at Franconia Golf Course.

8. Employee Child Care

(a) The Project will include an approximately 3,000 square foot child day care facility with adjacent fenced outdoor play area for children of employees of the Project.

(b) Square One shall be offered the opportunity to bid on the management of this facility upon its completion.

(c) The Developer will subsidize child care at the facility to make its services reasonably affordable to Project employees.

9. Displaced Tenant Payments

(a) For any tenants displaced at the Project Site that agree to relocate within the City, Developer will pay each such tenant a one-time fee of $3/square foot (based on their existing square footage) of their new rentable space towards security deposit and moving costs.

(b) For any tenants displaced at the Project Site that agree to relocate within the Business Improvement District, Developer will pay each such tenant $4/square foot (based on their existing square footage) of their new rentable space towards security deposit and moving costs. The "Business Improvement District" means the area designated as such by the City's Office of Planning and Economic Development.

(c) Tenants shall only be eligible for one of the subsidies set forth in subsections (a) and (b) above.

10. Utilities

Developer shall be responsible for the cost of the sewer and water main work as set forth in that certain April 24, 2013 letter to MGM Resorts Development, LLC from Timothy J. Williams of Allen & Major Associates, Inc., a copy of which is attached hereto as Schedule 1 to Exhibit E, as the same may be modified from time to time by agreement of Developer and the City.

11. Community Support Efforts

During the Term, from time to time, Developer will consider and support the applications of City community groups and non-profit organizations for financial support from the MGM Resorts Foundation (or any equivalent foundation of Developer or its Affiliates) and from discretionary community support funds available to Developer covering such programs as early childhood development and prevention of gang violence.

12. Off-Street Parking – Springfield Parking Authority

In consideration of the impact of Developer's original, proposed 4,800 stall free parking structure, Developer has agreed to initially construct no more than 3,600 parking stalls, as of Operations Commencement, which Developer believes will result in excess demand by its customers and guests, for paid parking provided by Springfield Parking Authority.

13. Responsible Gaming

Developer will adhere to the highest level of ethical and responsible gaming practices, consistent with its practices at Developer's Affiliate facilities, including but not limited to the following:

(a) Use certified trainers to train all of its employees on responsible gaming including tiered training in accordance with the employee's exposure to gaming in their job duties;

(b) Post signage in English and Spanish with the toll-free Problem Gamblers Help Line number in employer and customer-facing areas in the Project;

(c) Adhere to the Commission's voluntary self-limit or exclusion laws, regulations and policies;

(d) Provide an on-site location for guests to privately receive information on problem gambling, together with information of available resources for treatment, counseling and prevention for compulsive gaming behaviors; and

(e) Have its employees participate annually in "Responsible Gaming Education Week" sponsored annually by the American Gaming Association or any successor or equivalent program.

14. Underage Gaming

Developer will train its employees at least annually to request and verify the identification of any patron that appears to be under age in accordance with industry standards or otherwise provided in the Act.

SCHEDULE 1

ALLEN & MAJOR
ASSOCIATES, INC.
100 Commerce Way
P.O. Box 2118
Woburn, MA 01888-0118
Tel: (781) 935-6889
Fax: (781) 935-2896

April 24, 2013

Hunter Clayton
Executive Vice President
MGM Resorts Development, LLC
1441 Main Street
Springfield, MA 01103

RE: MGM Springfield
Springfield, MA
Development Utility Plan

Dear Mr. Clayton:

Allen & Major Associates, Inc. (A&M) has coordinated with the City of Springfield Department of Public Works (DPW) and the Springfield Water and Sewer Commission (SWSC) regarding the sewer and water main work required for the proposed MGM development in Springfield. Based on these discussions, it is understood that the DPW and SWSC feel the water mains within Main Street and Union Street be replaced as part of the project scope due to the age of this infrastructure. The actual limits of replacement within these streets will be coordinated during the design phase of the project as will the re-connections to adjacent streets, hydrants and service laterals. As discussed, temporary water line bypasses during construction can only happen from April 15th to November 15th. Service laterals from structures to be razed that connect to the water mains in State Street and East Columbus will be subject to the following requirements:

- Service connections of 2-inches or less can be capped at the water main.
- Service connections of 4-inches or larger cannot be capped at the water main. When abandoning a 4-inch line or larger, a section of the water main at the service connection must be cut out and the cut out section of the water main replaced with a new section of pipe.

The existing water mains within Howard Street and Bliss Street will be removed as part of the development. Existing structures who tie into these water mains for domestic and fire service will be re-configured.

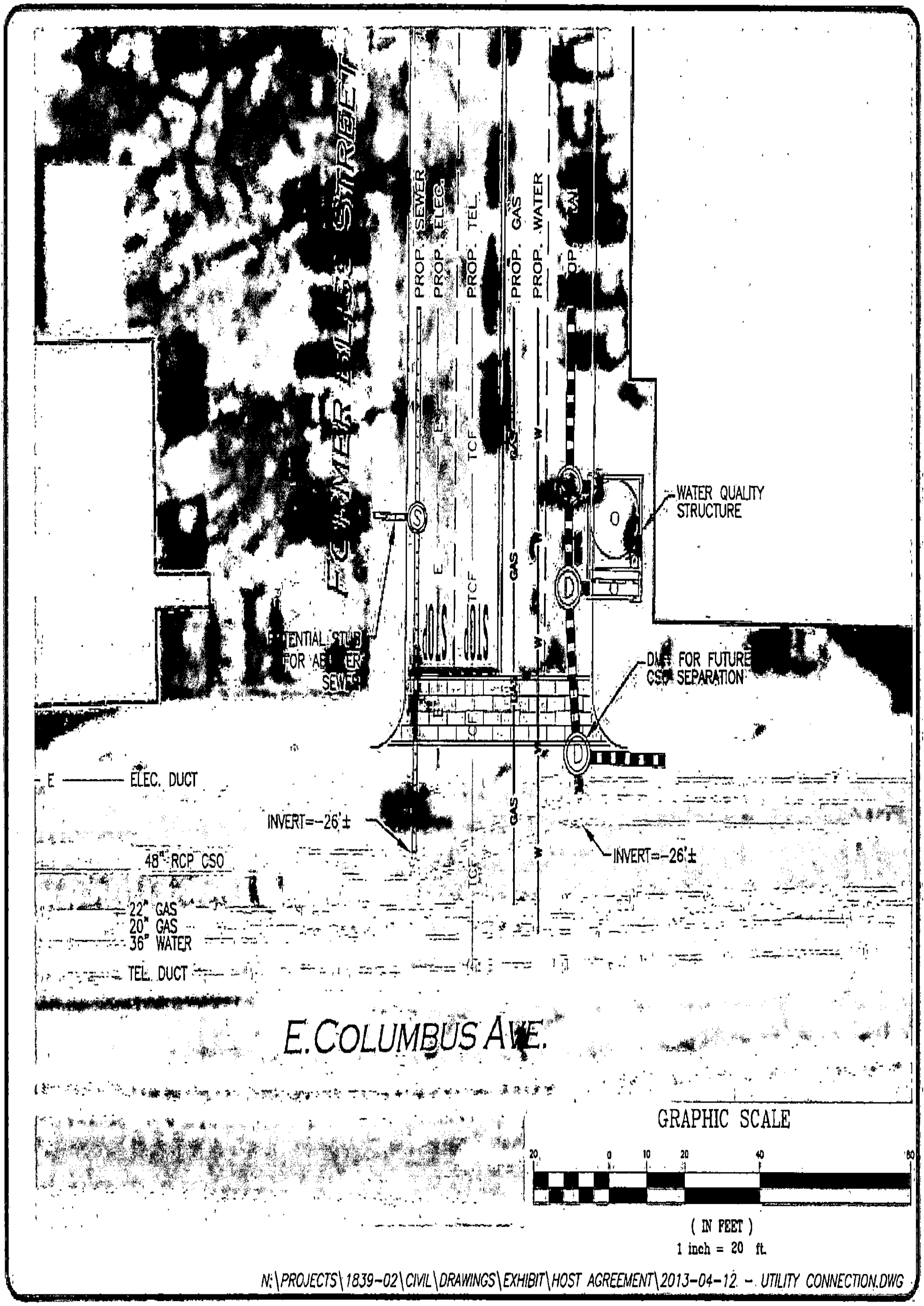
The proposed MGM development design intent is to avoid any direct connection with the brick combined sewer system found within the streets surrounding the proposed project area. Subject to confirmation of existing conditions by field investigation and final engineering, the proposed sewer service and closed drainage system for the project will tie into the existing 48-inch reinforced concrete pipe within East Columbus Boulevard. The closed drainage system will be designed with provisions for future connection to the SWSC sewer separation project infrastructure. It is our understanding that any existing sewer laterals servicing the existing building to be removed can be cut and capped at the back of sidewalks to avoid any disturbance to the large diameter brick combined sewer system.

A&M will continue to work with the DPW and SWSC during the design phase of the project to coordinate existing and proposed utility connections. If you have any questions, please do not hesitate to contact me.

Very truly yours,

ALLEN & MAJOR ASSOCIATES, INC.

Timothy J. Williams, PE
Vice President



NOTES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR IT'S REPRESENTATIVE.

2. PROPOSED UTILITY CONNECTIONS SUBJECT TO INVESTIGATION AND FINAL ENGINEERING.

APPLICANT/OWNER:

MGM SPRINGFIELD
1441 MAIN STREET
SPRINGFIELD, MA 01103

PROJECT:

MGM SPRINGFIELD
SPRINGFIELD, MA

PROJECT NO.	1839-02A	DATE:	01/31/13
SCALE:	1"20'	DWG. NAME:	C-1839-02A
DESIGNED BY:	SMM	CHECKED BY:	TJW

PREPARED BY:

ALLEN & MAJOR ASSOCIATES, INC.
civil & structural engineering • land surveying
environmental consulting • landscape architecture
www.allenmajor.com
100 COMMERCE WAY
P.O. BOX 2118
WOBURN MA 01888-0118
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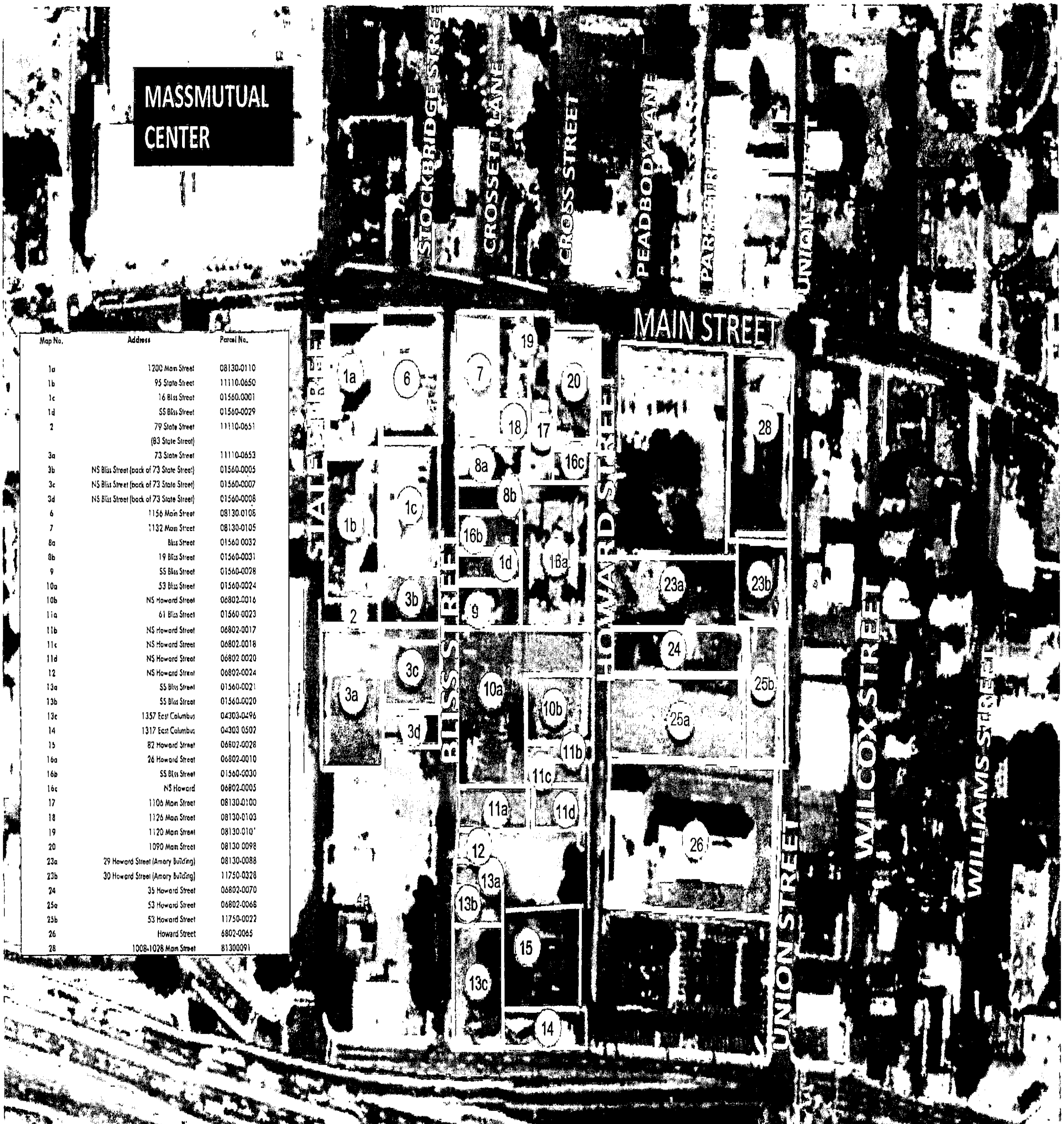
FAX: (781) 935-2896
WOBURN, MA • LAKEVILLE, MA • MANCHESTER, NH

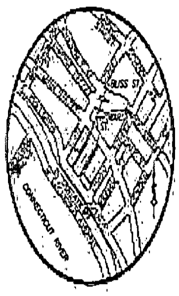
DRAWING TITLE:	SHEET No.
CONCEPTUAL UTILITY CONNECTION EXHIBIT	EX-1

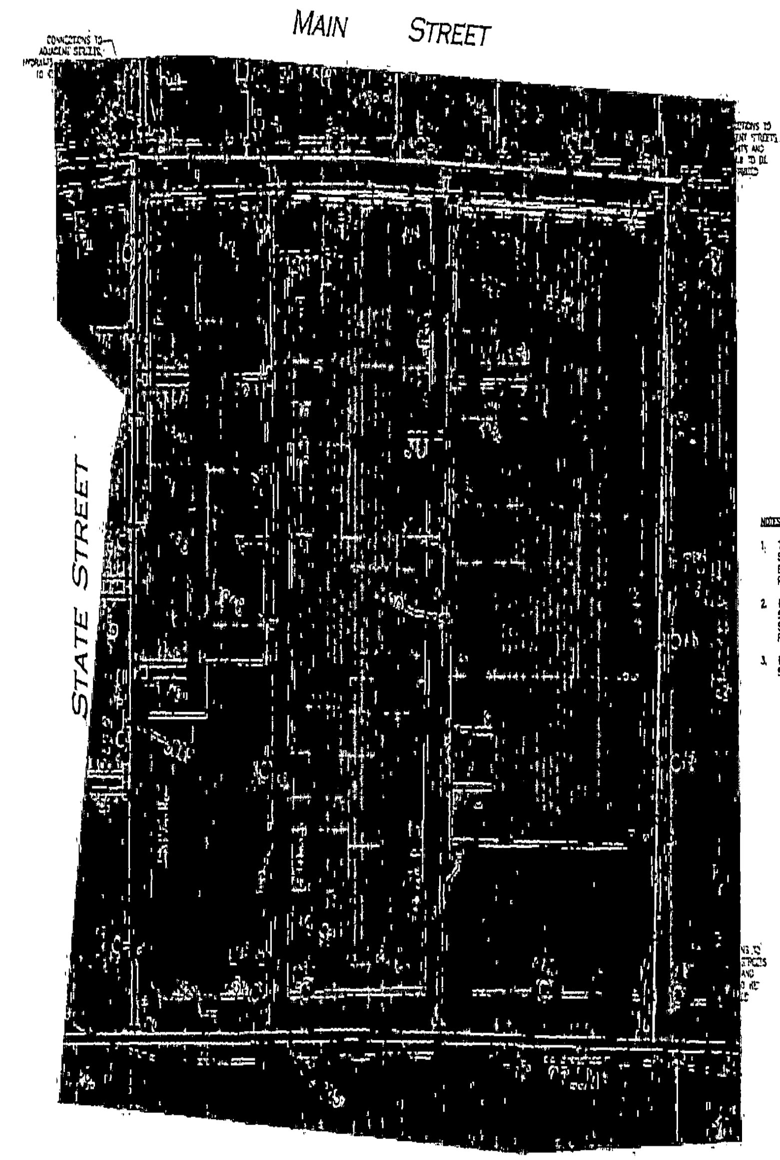


Map No.	Address	Parcel No.
1a	1200 Main Street	08130-0110
1b	95 State Street	11110.0650
1c	16 Bliss Street	01560.0001
1d	SS Bliss Street	01560-0029
2	79 State Street (83 State Street)	11110-0651
3a	73 State Street	11110-0653
3b	NS Bliss Street (back of 73 State Street)	01560-0005
3c	NS Bliss Street (back of 73 State Street)	01560-0007
3d	NS Bliss Street (back of 73 State Street)	01560-0008
6	1156 Main Street	08130.0108
7	1132 Main Street	08130-0105
8a	Bliss Street	01560 0032
8b	19 Bliss Street	01560-0031
9	SS Bliss Street	01560-0028
10a	53 Bliss Street	01560-0024
10b	NS Howard Street	06802-0016
11a	61 Bliss Street	01560-0023
11b	NS Howard Street	06802-0017
11c	NS Howard Street	06802.0018
11d	NS Howard Street	06802 0020
12	NS Howard Street	06802-0024
13a	SS Bliss Street	01560-0021
13b	SS Bliss Street	01560-0020
13c	1357 East Columbus	04303-0496
14	1317 East Columbus	04303 0502
15	82 Howard Street	06802-0028
16a	26 Howard Street	06802-0010
16b	SS Bliss Street	01560-0030
16c	NS Howard	06802-0005
17	1106 Main Street	08130-0100
18	1126 Main Street	08130-0103
19	1120 Main Street	08130.010'
20	1090 Main Street	08130 0098
23a	29 Howard Street (Amory Building)	08130-0088
23b	30 Howard Street (Amory Building)	11750-0328
24	35 Howard Street	06802-0070
25a	53 Howard Street	06802-0068
25b	53 Howard Street	11750-0022
26	Howard Street	6802-0065
28	1008-1028 Main Street	81300091

MGM SPRINGFIELD HOST COMMUNITY AGREEMENT

EXHIBIT H (Project Site PARCEL MAP)





NOTES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR IT'S REPRESENTATIVE.

2. PROPOSED WATER MAIN REPLACEMENT CONFIGURATION SUBJECT TO INVESTIGATION, COORDINATION WITH THE SPRINGFIELD DPW, WATER AND SEWER COMMISSION AND FINAL ENGINEERING.

3. RECORD WATER MAIN PLANS PROVIDED BY THE SPRINGFIELD WATER AND SEWER COMMISSION

GRAPHIC SCALE

(IN FEET)
1 inch = 80 ft.

REV	DATE	DESCRIPTION

APPLICANT/OWNER:

MGM SPRINGFIELD
1441 MAIN STREET
SPRINGFIELD, MA 01103

PROJECT:

MGM SPRINGFIELD
SPRINGFIELD, MA

PROJECT NO.	1038-02A	DATE:	04/15/13
SCALE:	1"=80'	DWG. NAME:	C1038-02A
DRAFTED BY:	TW	CHECKED BY:	TW

PREPARED BY:

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ASSOCIATES, INC.
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environmental consulting • landscape architecture
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WOBURN, MA • LAKEVILLE, MA • MANCHESTER, NH

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DRAWING TITLE:	SHEET No.
WATER MAIN REPLACEMENT EXHIBIT PLAN	EX-2

EXHIBIT F

COMMUNITY DEVELOPMENT FUND

1. Commencing on the Operations Commencement Date, and on each July 1 thereafter during the Term, Developer shall make the Community Development Grant to the City, prorated for the first Casino Year and the last Casino Year.

2. Commencing on July 1 immediately following the Operations Commencement Date, and on each July 1 thereafter during the Term, the amount of the Community Development Grant for the Casino Year then commencing shall be determined by multiplying the amount of the Community Development Grant in effect as of the immediately preceding day times the CPI Adjustment Factor, provided however, that if the first Casino Year is less than six (6) months, then the CPI Adjustment Factor shall not be applied until July 1 of the third Casino Year.

3. All Community Development Grants shall be deposited into the Community Development Fund established by the City Treasurer.

4. The Community Development Fund shall be administered (pursuant to municipal finance laws and policies) by the City and used to support: (i) early childhood education; (ii) higher education; (iii) libraries; (iv) enhancement of the positive health impacts of the Project and to eliminate, reduce or mitigate negative impacts on health impacts in connection with the Project; (v) any parking revenue subsidies for the Springfield Parking Authority required as a result of lost revenues from Developer's free parking garage; (vi) Project compliance; and (vii) the betterment of the City and its residents.

EXHIBIT G

PROJECT AND PROJECT DESCRIPTION

The Project is a mixed-use commercial and residential casino resort real estate development of approximately 850,000 square feet (excluding structured parking) occupying the Project Site. Components include the following approximate minimum elements and sizes, and comprised of the following:

1. A "Casino Block" building comprising a two-level plus basement podium with an approximately 8,000 square foot rooftop garden, a hotel room tower, and adjoining mid-rise structures with the following specific Components:

   (a) An approximately 125,000 square foot one-level casino with not less than 3,000 slot and video gaming machines, not less than 75 table games, a poker room and a high-limit area and related support, security and customer service facilities;

   (b) An approximately 294-foot tall, glass-façade tower containing an approximately 200,000 square foot (excluding convention, food/beverage and spa/fitness space), approximately 250 key, four-star hotel with amenities and finishes characteristic of the upper upscale market segment;

   (c) An approximately 7,000 square foot spa and fitness facility with adjacent, roof-top outdoor swimming pool;

   (d) Modern, finished meeting and convention space and related pre-function and back-of-house/food preparation areas totaling approximately 45,000 square feet and planned to complement existing facilities at the MassMutual Center and Arena;

   (e) Approximately 48,000 square feet of dining and beverage service area allocated among not less than seven distinctly branded restaurants, lounges or cafes adjoining and with access from both the casino floor and Main, State and Howard Streets;

   (f) Approximately 7,000 square feet of retail space adjoining the casino floor and facing and opening onto Main and State Streets;

   (g) Approximately 54 market-rate apartment units in mid-rise, pedestrian-scaled buildings facing, and with direct access from, Main Street;

   (h) Approximately 125,000 square feet of on and off-site executive office and back of house space;

2. Mid-rise retail outbuildings including the following specific Components: a cinema multiplex, bowling alley, not less than two distinctly branded restaurants or sports bars, and mid-size, approximately 20,300 square feet of pedestrian-scale retail space facing and opening onto Main and Union streets;

3. An outdoor public plaza with facilities and infrastructure to host events and featuring an ice-skating rink, large dynamic video displays, outdoor areas for events and concerts that can easily be transformed into interactive environments for exhibitions, art shows and similar functions;

4. A child care center of approximately 3,000 square feet with adjacent, fenced outdoor play area;

5. Approximately 85,000 square feet (not included in Project total) of rehabbed Class A office space located at 101 State Street;

6. Rehabilitation and incorporation of the following existing buildings into new construction: 1200 Main Street, 73 State Street and the former Amory (presently the location of the South End Indirect Community Center); and

7. Valet parking drop off, bus drop off, bus parking, parking for approximately 3,600 personal vehicles, dock and physical plant space in a structure adjacent to Columbus Avenue.

EXHIBIT H

PROJECT SITE

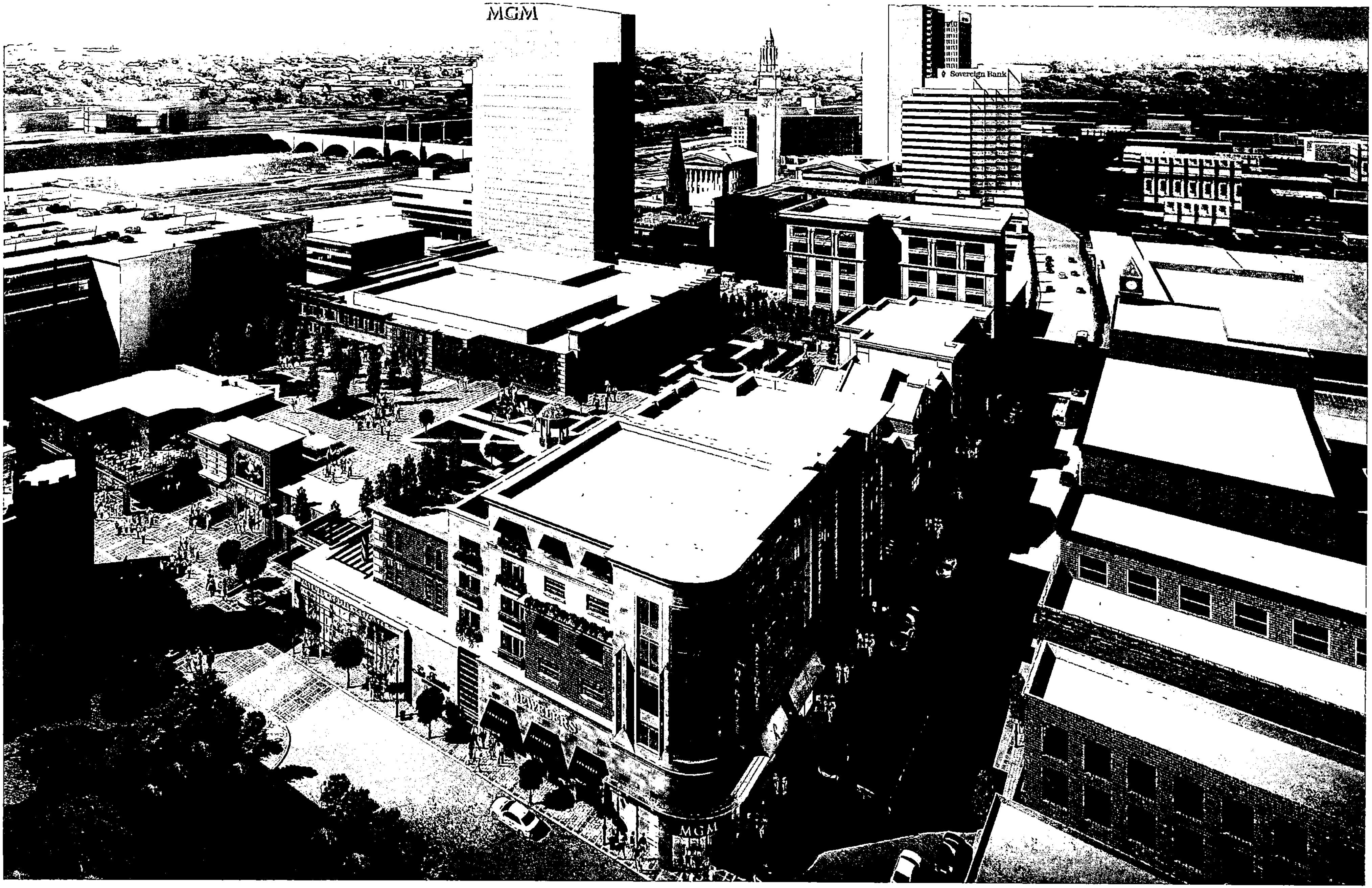
The Project site comprises approximately 15 acres in the downtown area of the City bounded by Main Street, East Columbus Avenue, State Street and Union Street and more specifically described as:

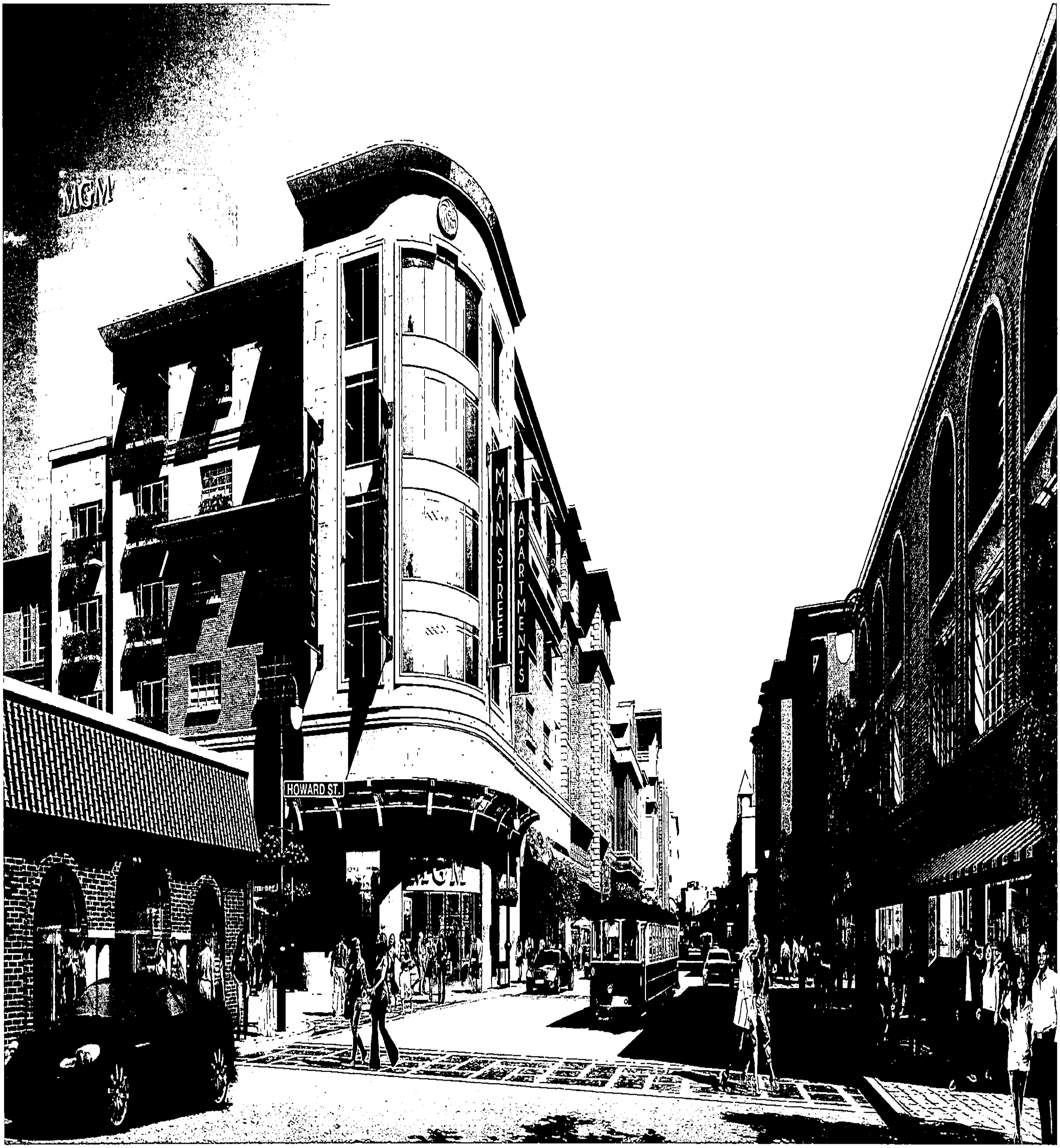
Address	Parcel No.
1200 Main Street	08130-0110
95 State Street	11110-0650
16 Bliss Street	01560-0001
SS Bliss Street	01560-0029
79 State Street (83 State Street)	11110-0651
73 State Street	11110-0653
NS Bliss Street (back of 73 State Street)	01560-0005
NS Bliss Street (back of 73 State Street)	01560-0007
NS Bliss Street (back of 73 State Street)	01560-0008
SS State Street	11110-0656
1156 Main Street	08130-0108
1132 Main Street	08130-0105
Bliss Street	01560-0032
19 Bliss Street	01560-0031
SS Bliss Street	01560-0028
53 Bliss Street	01560-0024
NS Howard Street	06802-0016
61 Bliss Street	01560-0023
NS Howard Street	06802-0017
NS Howard Street	06802-0018
NS Howard Street	06802-0020
NS Howard Street	06802-0024
SS Bliss Street	01560-0021
SS Bliss Street	01560-0020
1357 East Columbus	04303-0496
1317 East Columbus	04303-0502
82 Howard Street	06802-0028
26 Howard Street	06802-0010
SS Bliss Street	01560-0030
NS Howard	06802-0005
1106 Main Street	08130-0100
1126 Main Street	08130-0103
1120 Main Street	08130-0101
1090 Main Street	08130-0098
29 Howard Street (Amory Building)	06802-0073
30 Howard Street (Amory Building)	11750-0024
35 Howard Street	06802-0070
53 Howard Street	06802-0068
53 Howard Street	11750-0022
Howard Street	6802-0065
1008-1028 Main Street	81300091

EXHIBIT I

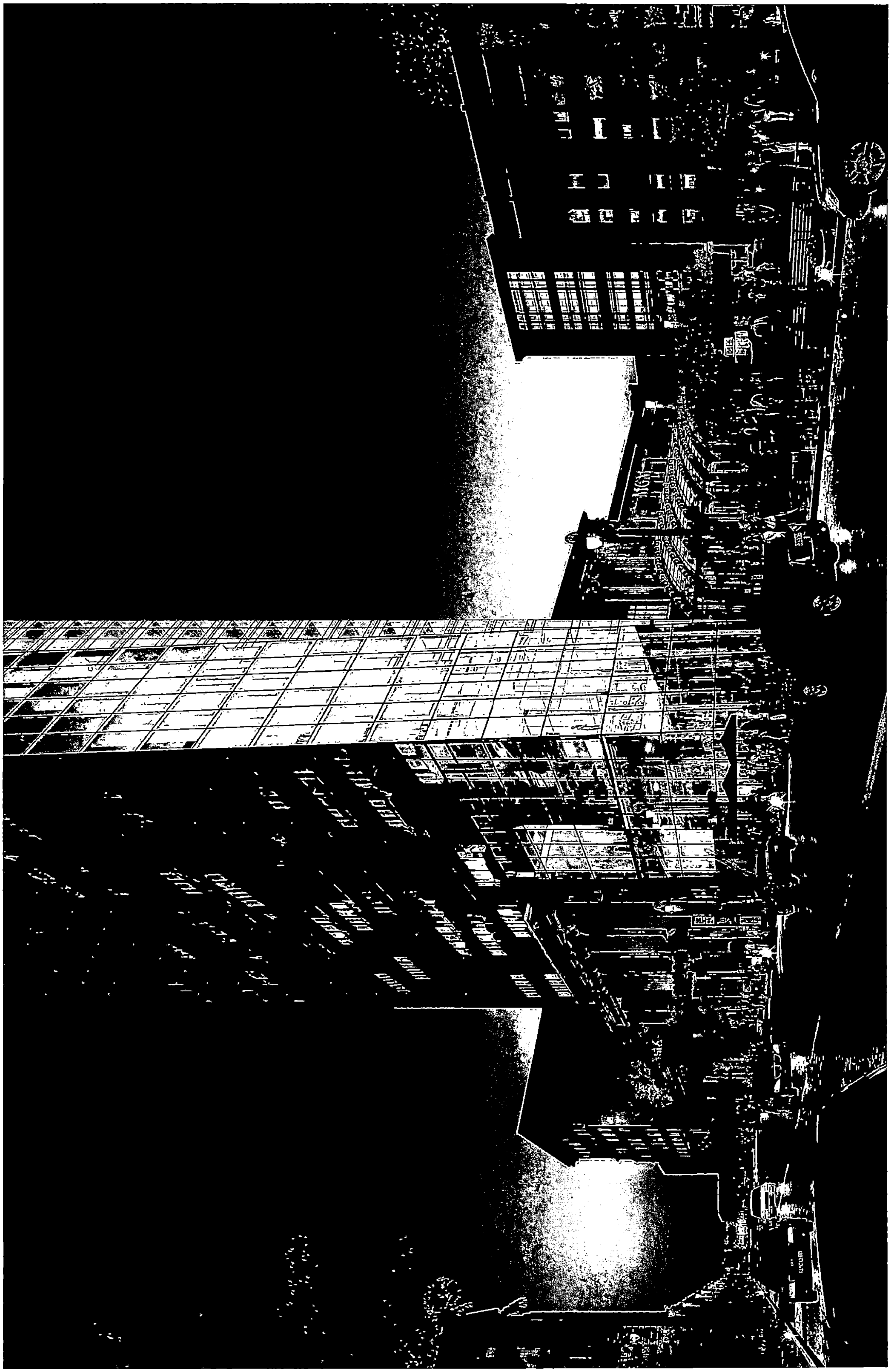
CONCEPT DESIGN DOCUMENTS

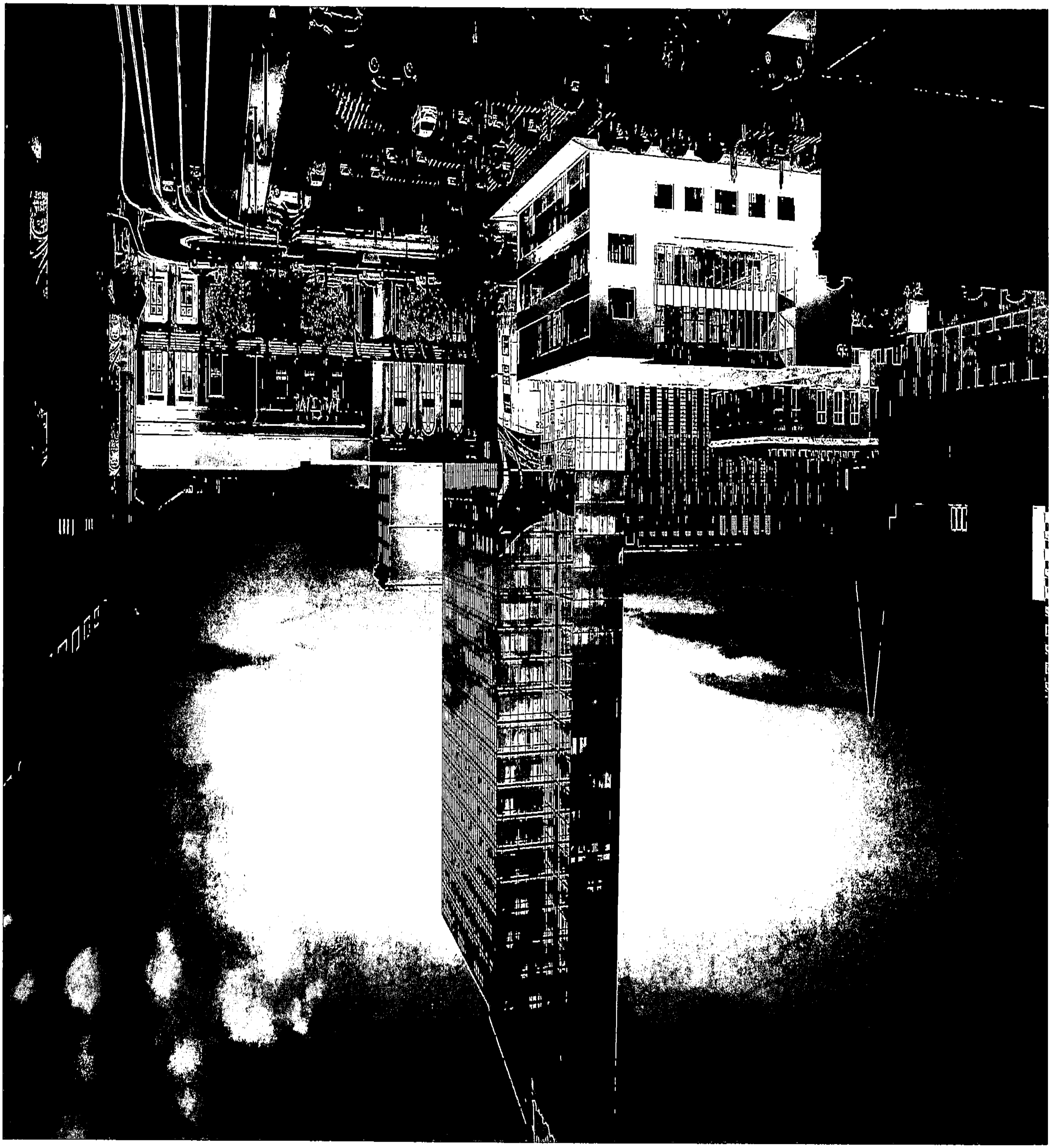
SEE ATTACHED

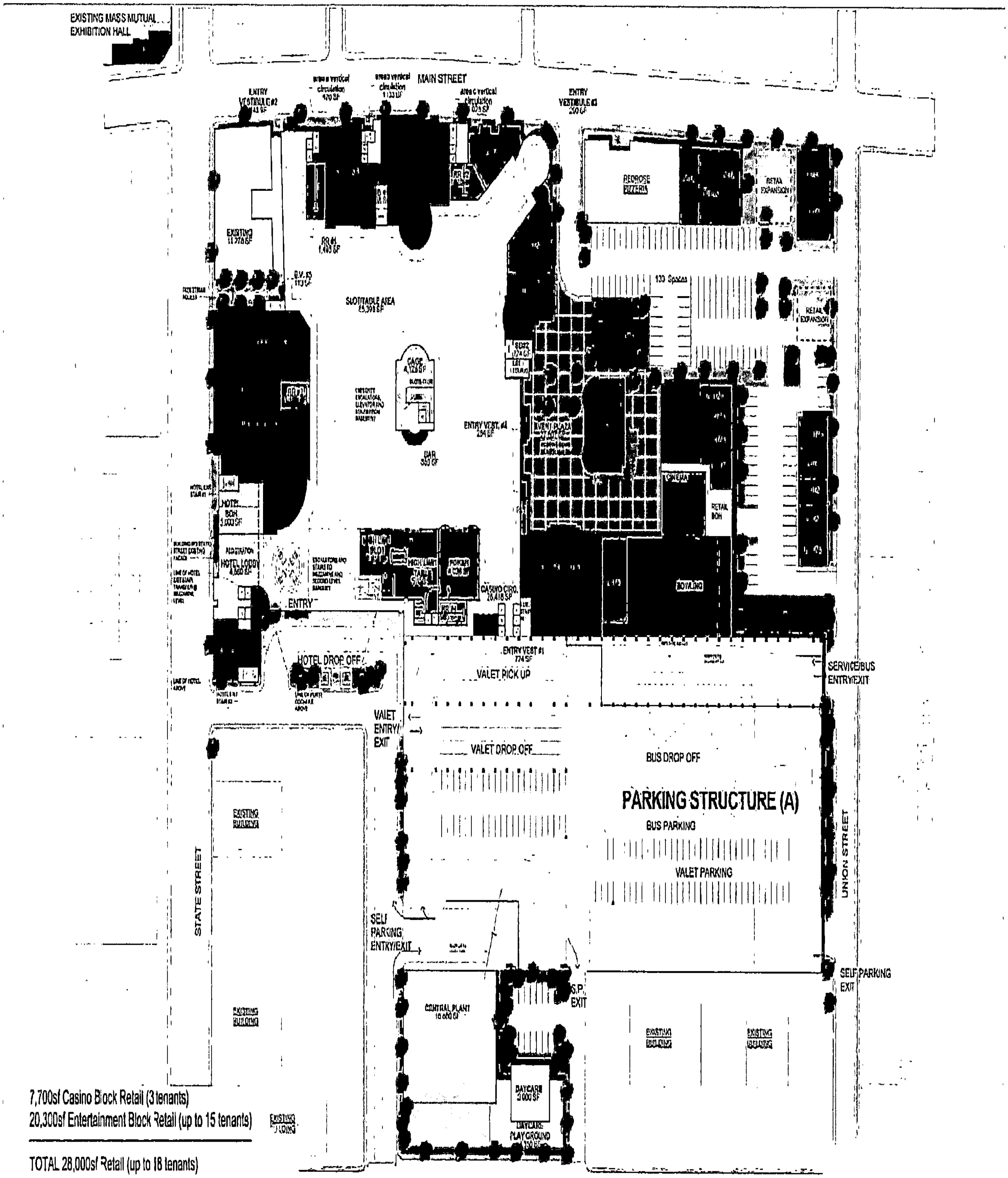

MGM
Sovereign Bank
JEWELERS
MGM


MGM
APARTMENTS
MAIN STREET
APARTMENTS
HOWARD ST.
MGM


NINE FINE IRISHMEN
PASTRY SH





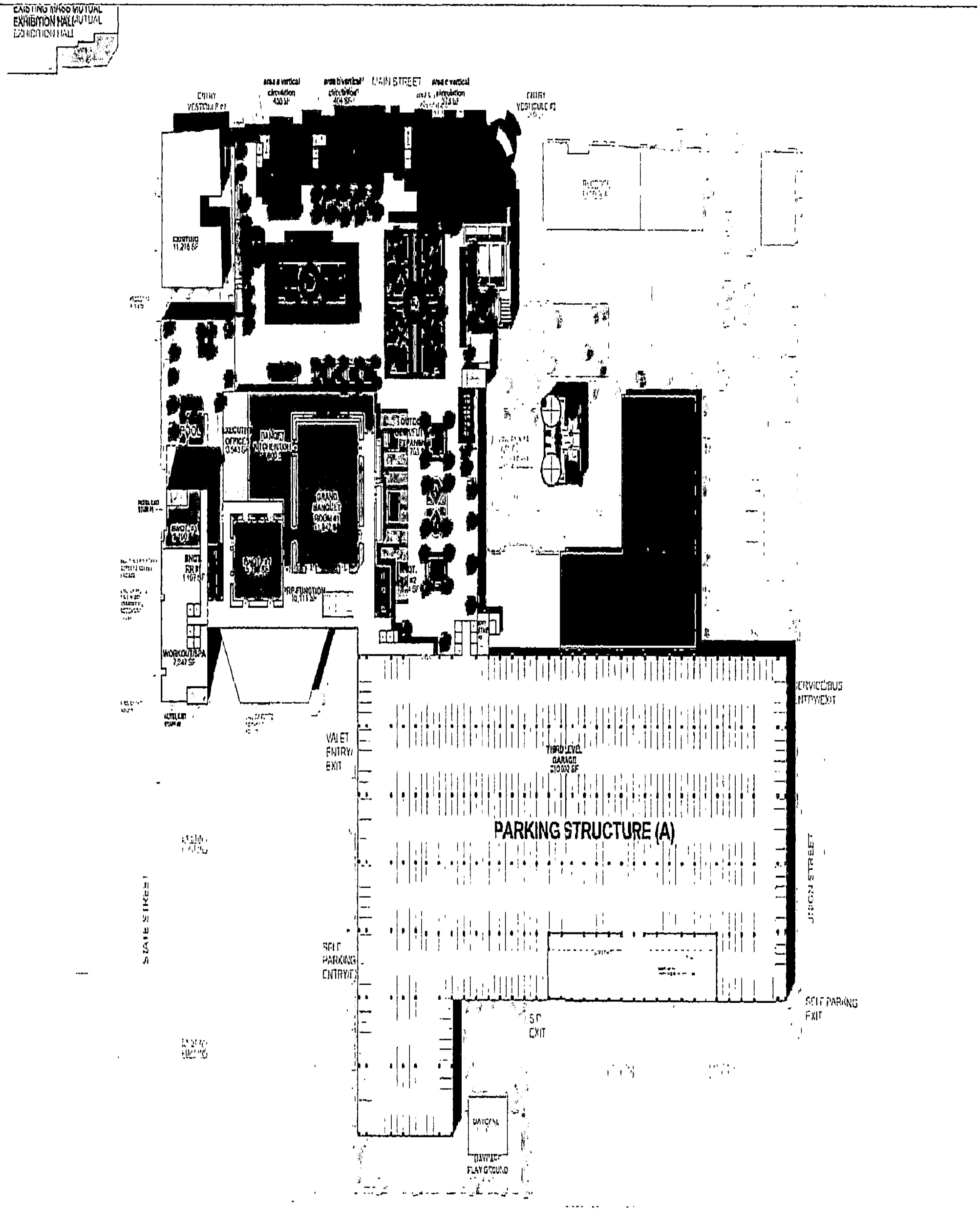


7,700sf Casino Block Retail (3 tenants)
20,300sf Entertainment Block Retail (up to 15 tenants)

TOTAL 28,000sf Retail (up to 18 tenants)

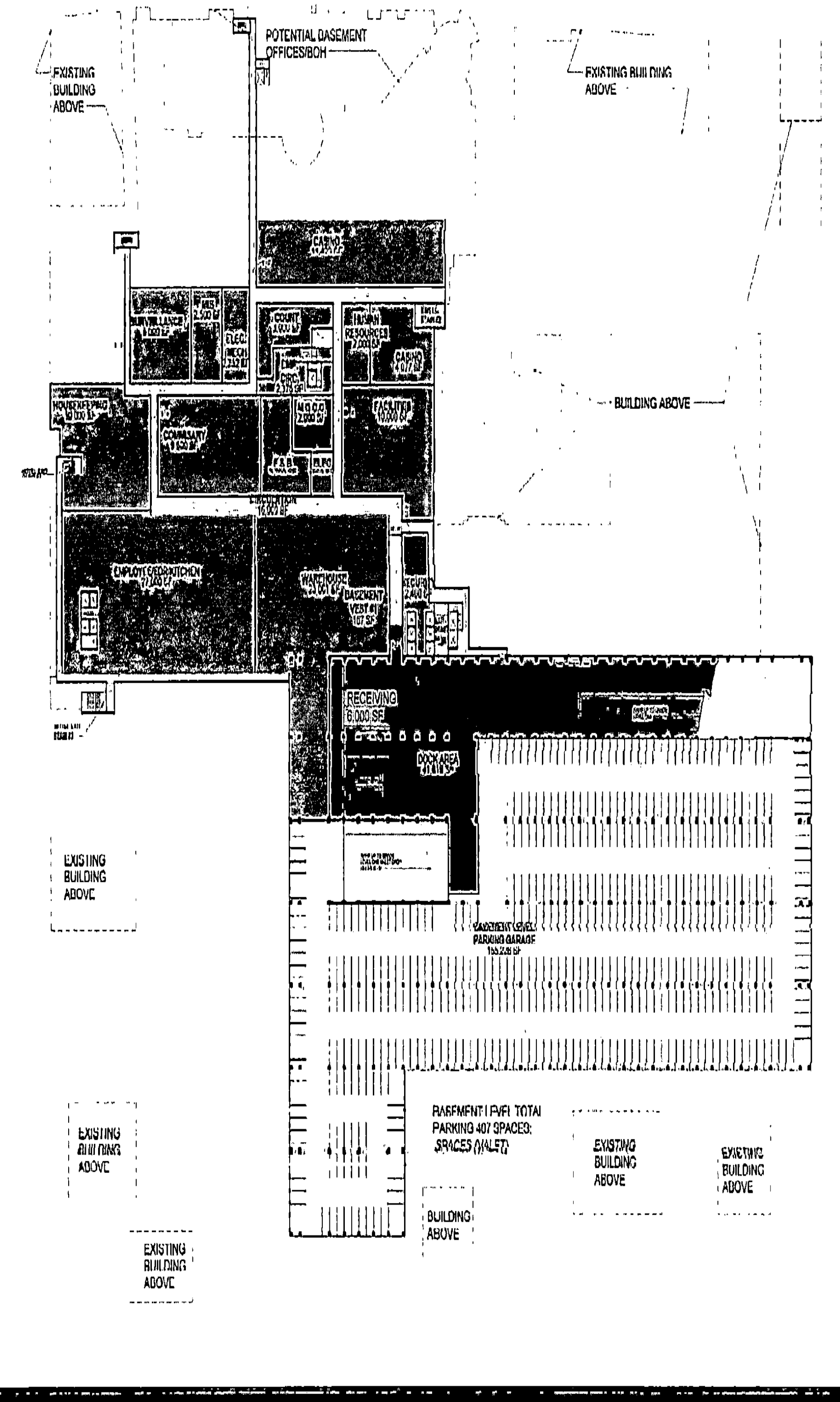
MGM SPRINGFIELD

LEVEL ONE FLOOR PLAN



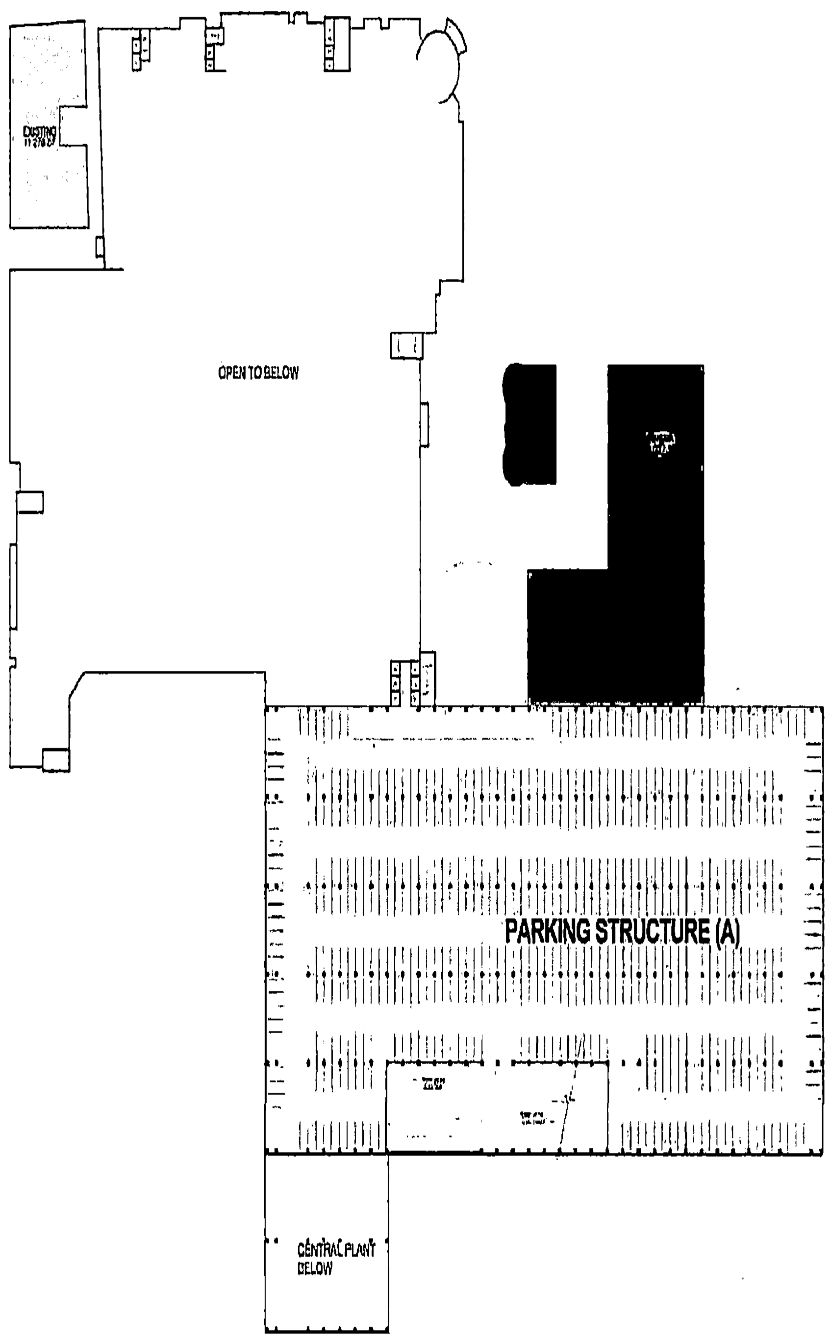
MGM SPRINGFIELD

LEVEL TWO FLOOR PLAN



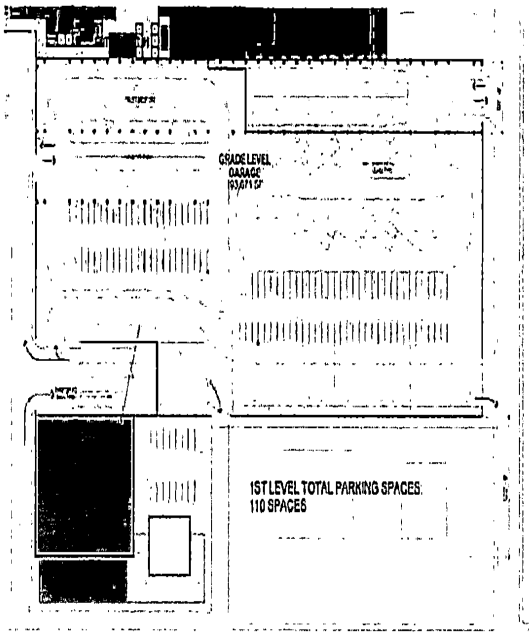
MGM SPRINGFIELD

BASEMENT LEVEL FLOOR PLAN

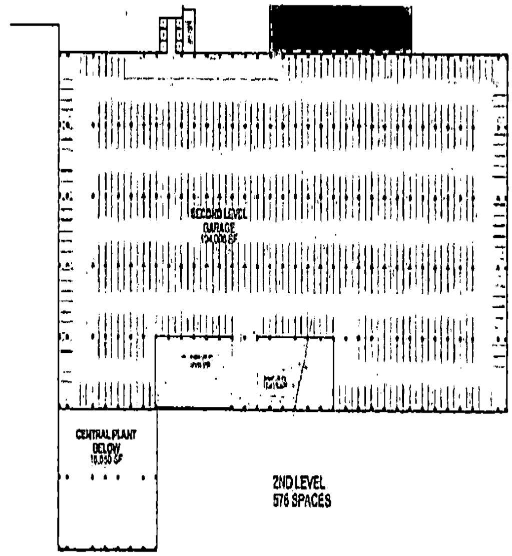


MGM SPRINGFIELD

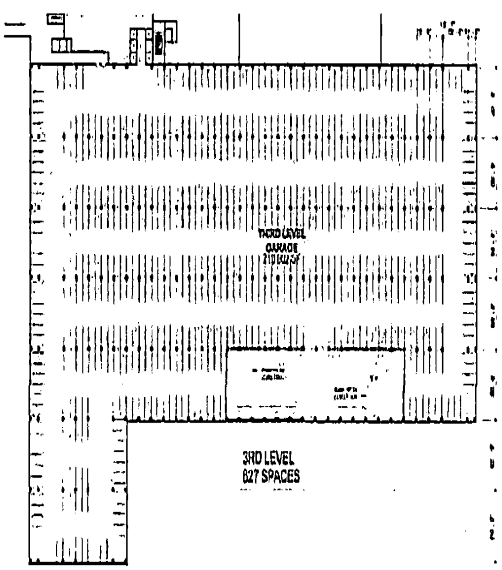
MEZZANINE LEVEL FLOOR PLAN



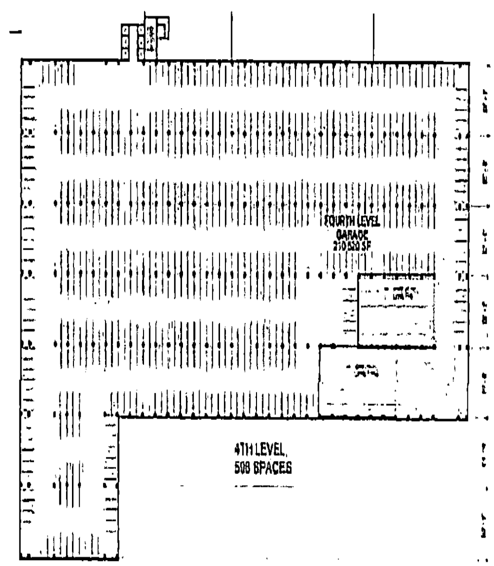
1D GARAGE A LVL 1 (@0'-0")
1" = 40'-0"



4D GARAGE A LVL 2 (@17'-0")
1" = 40'-0"



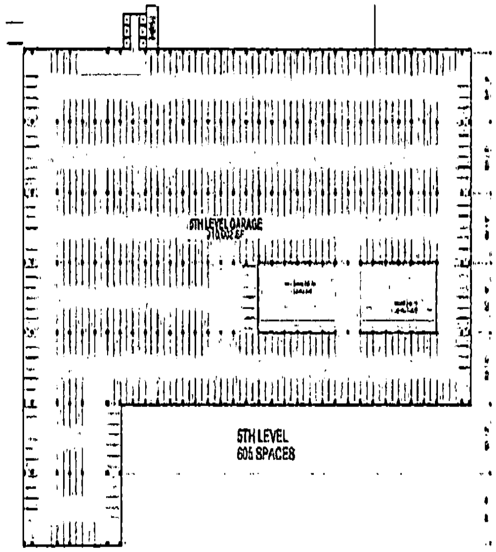
1F GARAGE A LVL 3 (@28' - 4")
1" = 40'-0"



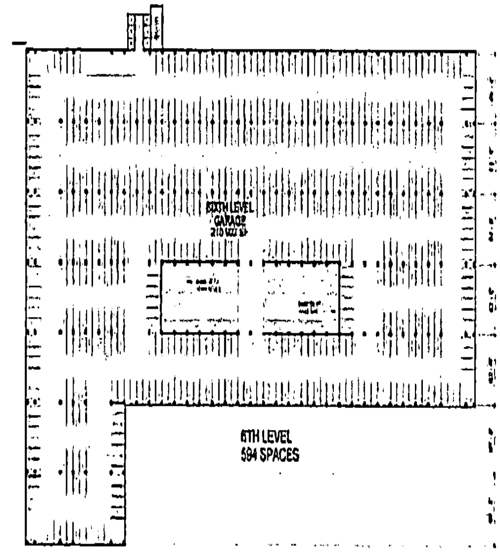
4F GARAGE A LVL 4 (@39' - 8")
1" = 40'-0"

MGM SPRINGFIELD

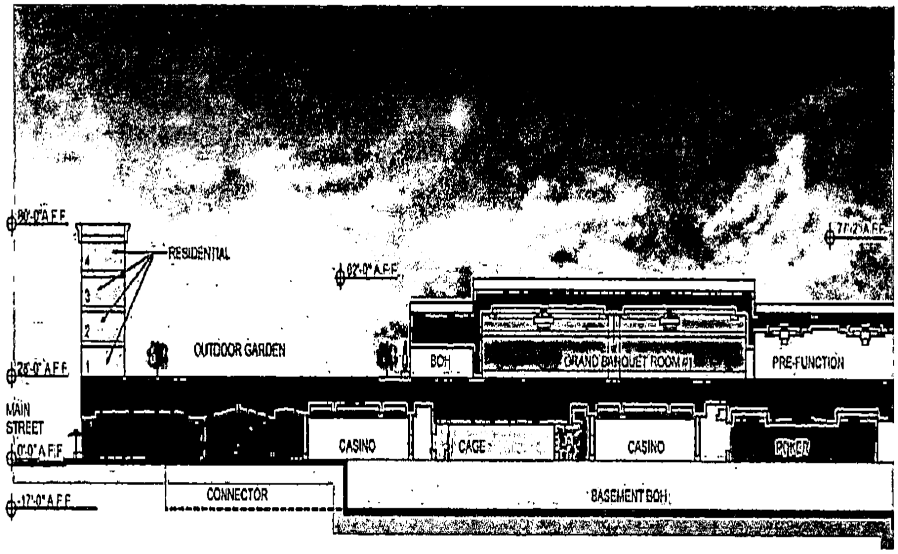
GARAGE LEVELS 1-4



GARAGE A LVL 5 (@51' - 2")
1" = 40'-0"



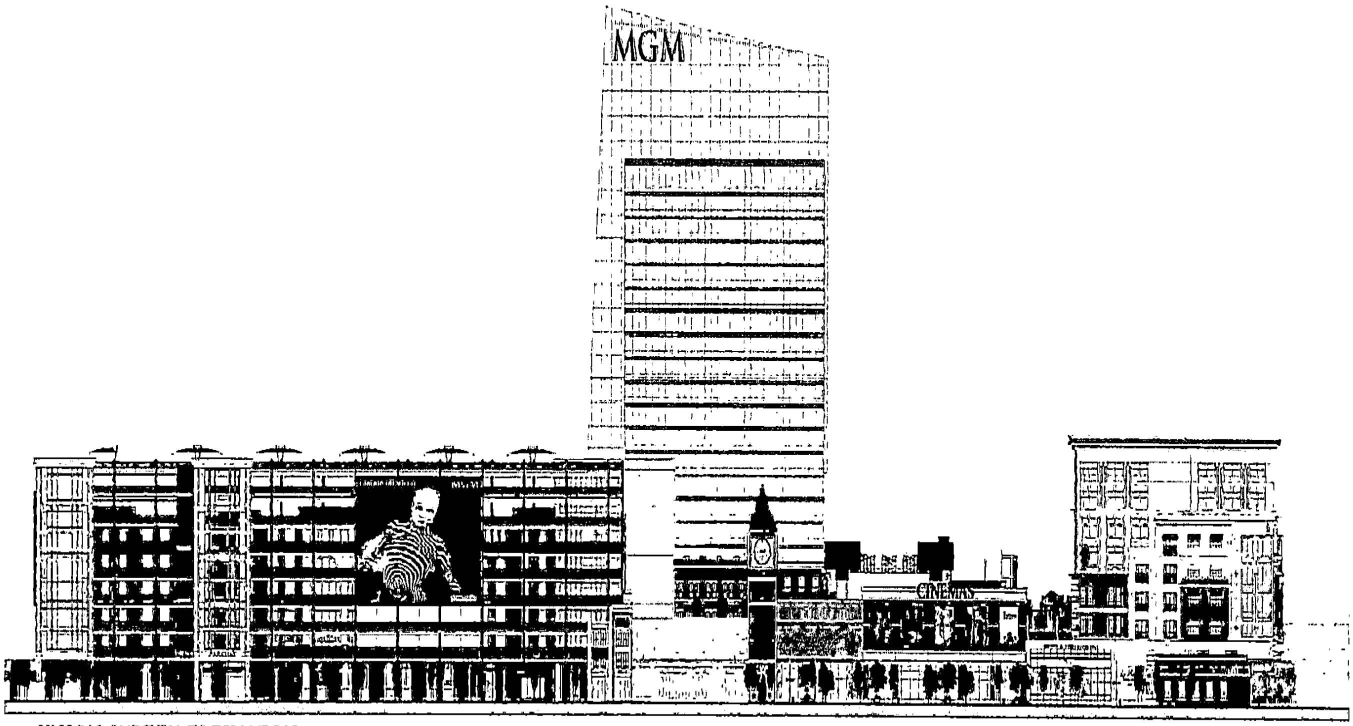
4C GARAGE A LVL 6 (@62' - 6")
1" = 40'-0"



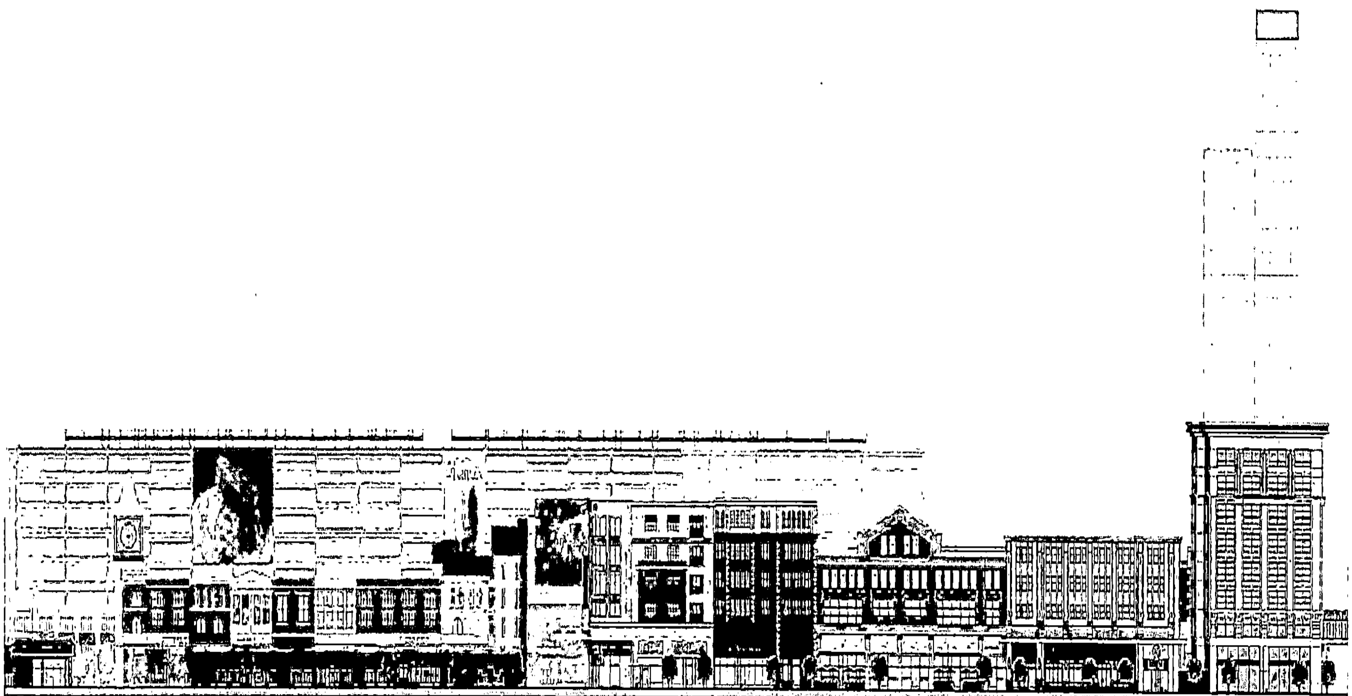
PARTIAL SECTION A

SECTION B

MGM SPRINGFIELD SECTIONS



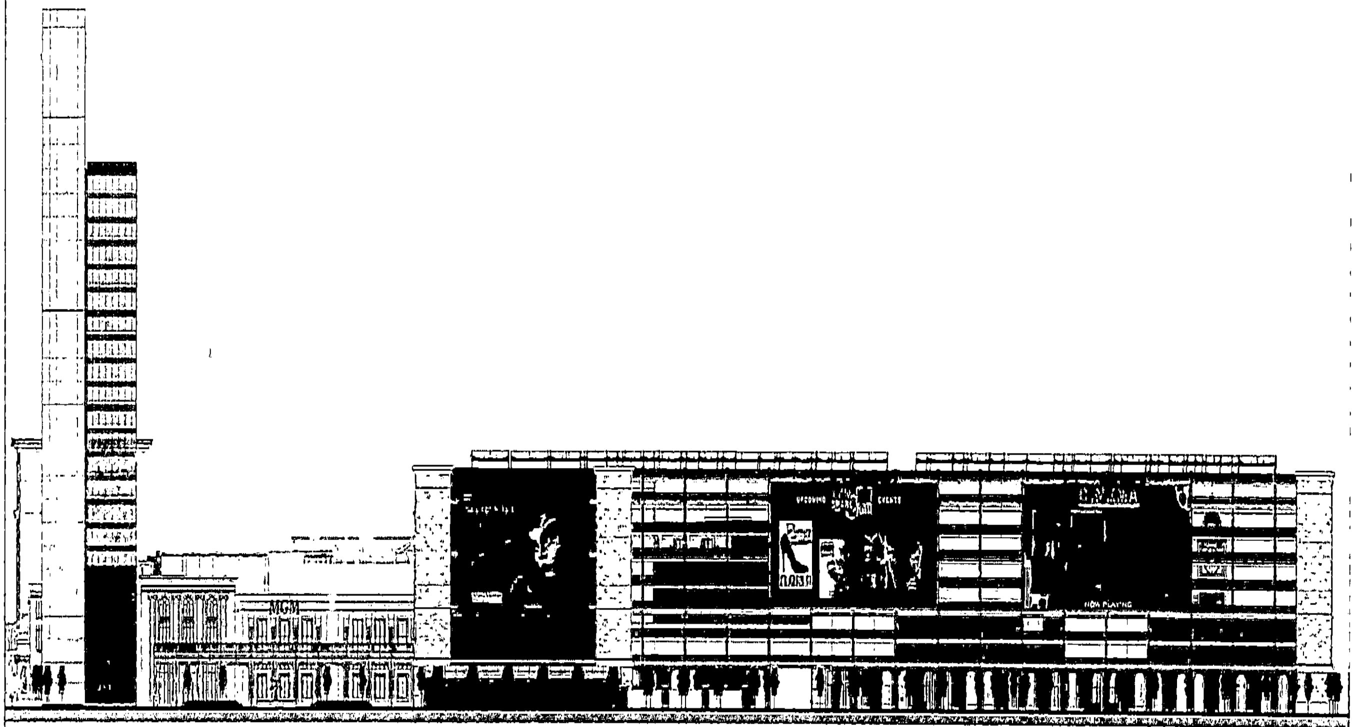
UNION STREET ELEVATION



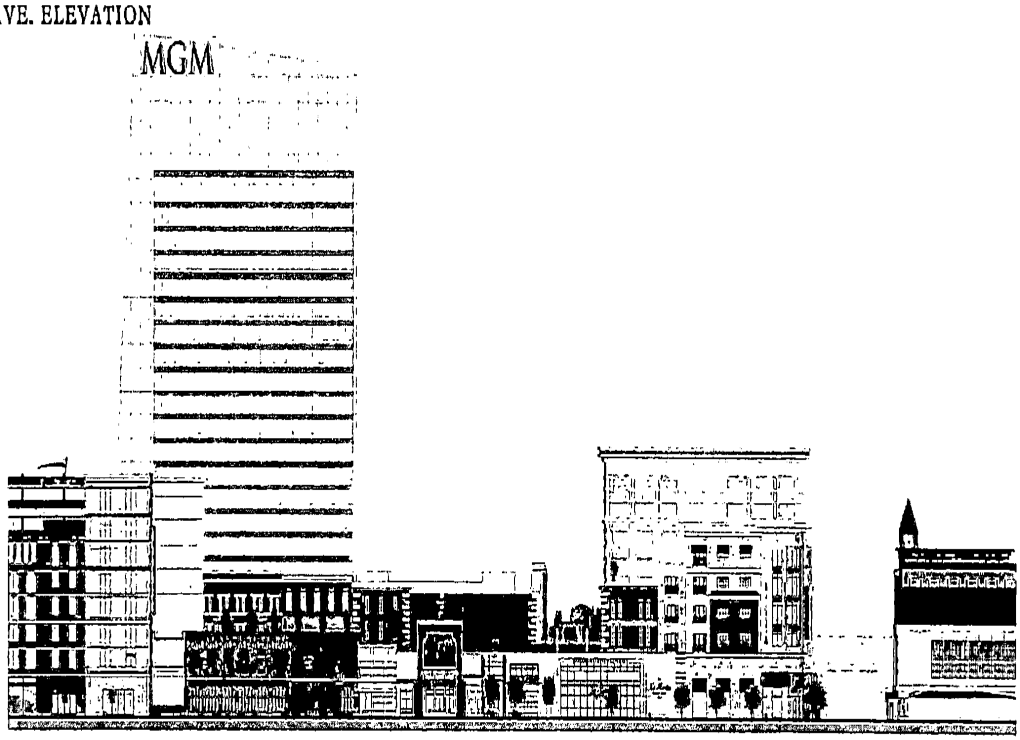
MAIN STREET ELEVATION

MGM SPRINGFIELD

ELEVATIONS



COLUMBUS AVE. ELEVATION



HOWARD STREET ELEVATION

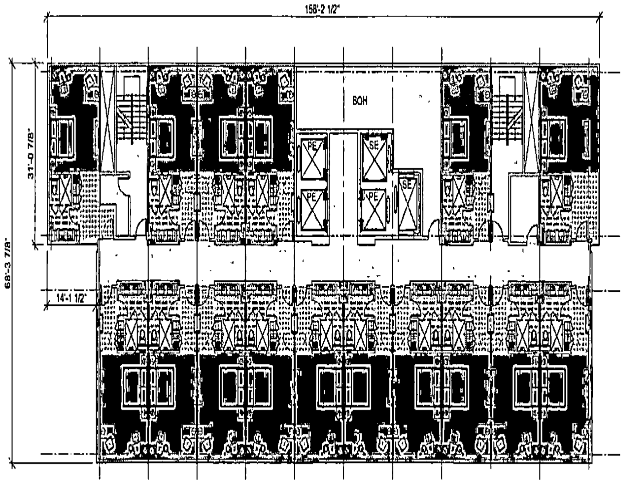
MGM SPRINGFIELD

ELEVATIONS

STATE STREET ELEVATION

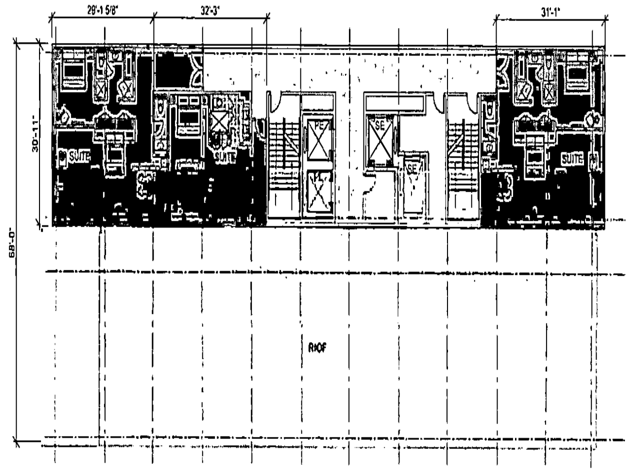
MGM SPRINGFIELD

ELEVATIONS



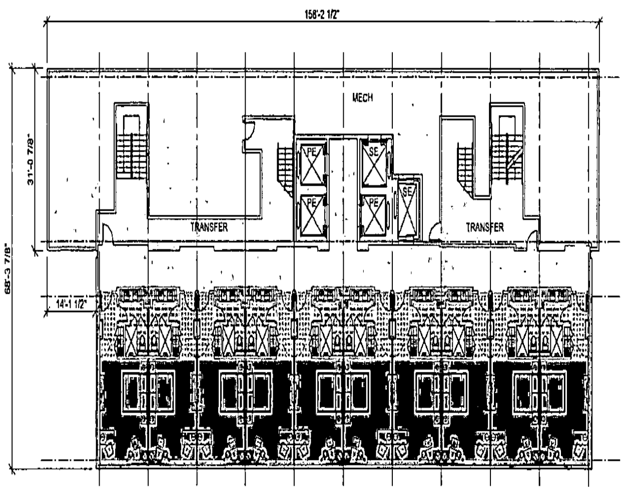
TYPICAL FLOOR PLAN

1/8" = 1'-0"



TYPICAL SUITE FLOOR PLAN

1/8" = 1'-0"



TRANSFER / INTERSTITIAL FLOOR PLAN

1/8" = 1'-0"

DATA

294' OVERALL HEIGHT
294 KEYS
22 HOTEL FLOORS
+/-205,000 HOTEL GSF
GSF

ROOM MATRIX

282 TYPICAL GUEST ROOMS

12 SUITES

294 TOTAL KEYS

LEGEND

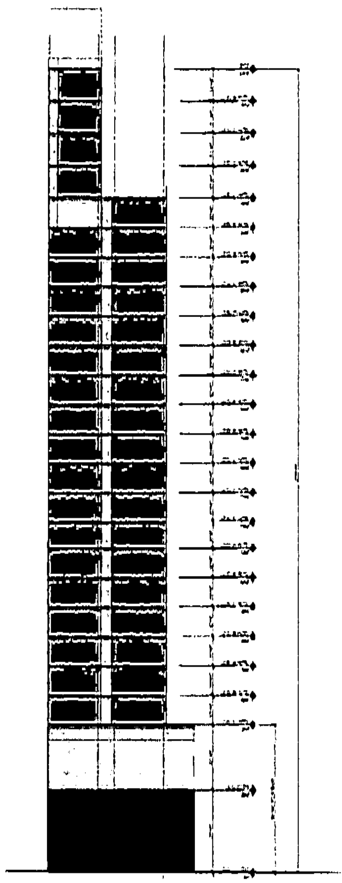
TYPICAL GUEST ROOM
GUEST SUITE
FOH CIRCULATION
BOH / MECHANICAL / CORE

HOTEL DATA

MGM SPRINGFIELD

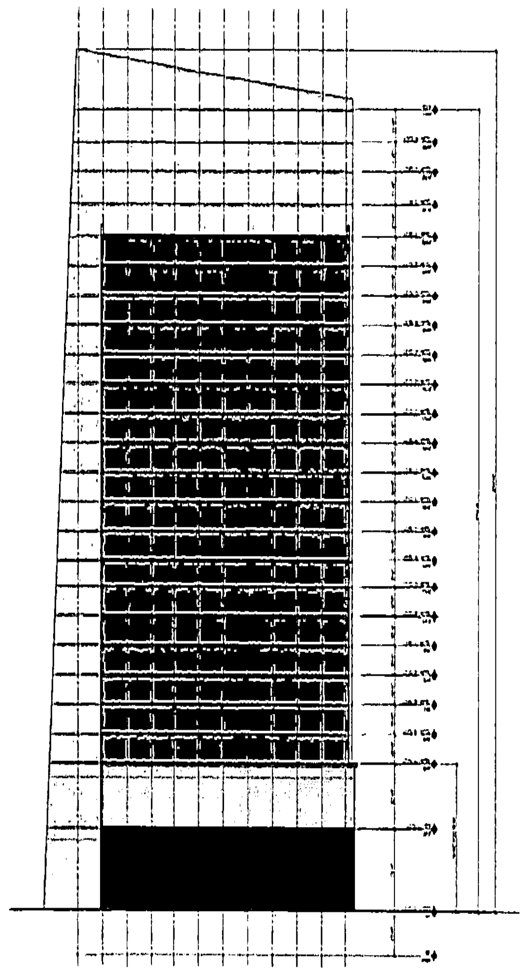
PHASE 1

HOTEL FLOOR PLANS



CROSS SECTION

1/16" = 1'-0"



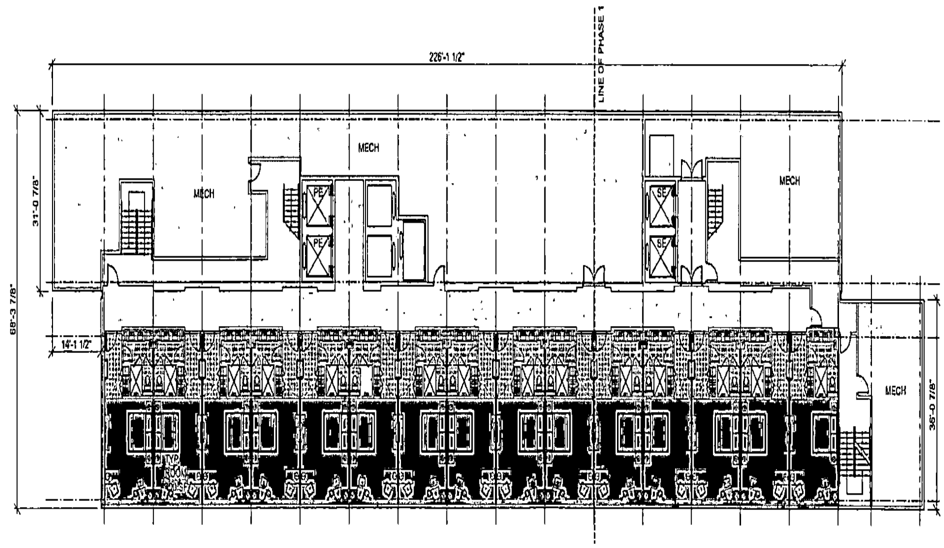
LONGITUDINAL SECTION

1/16" = 1'-0"

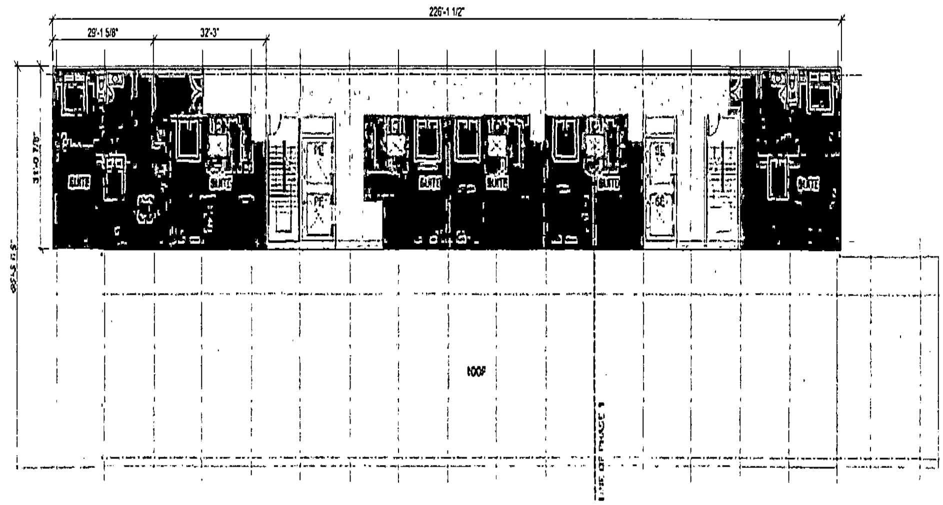
MGM SPRINGFIELD

PHASE I

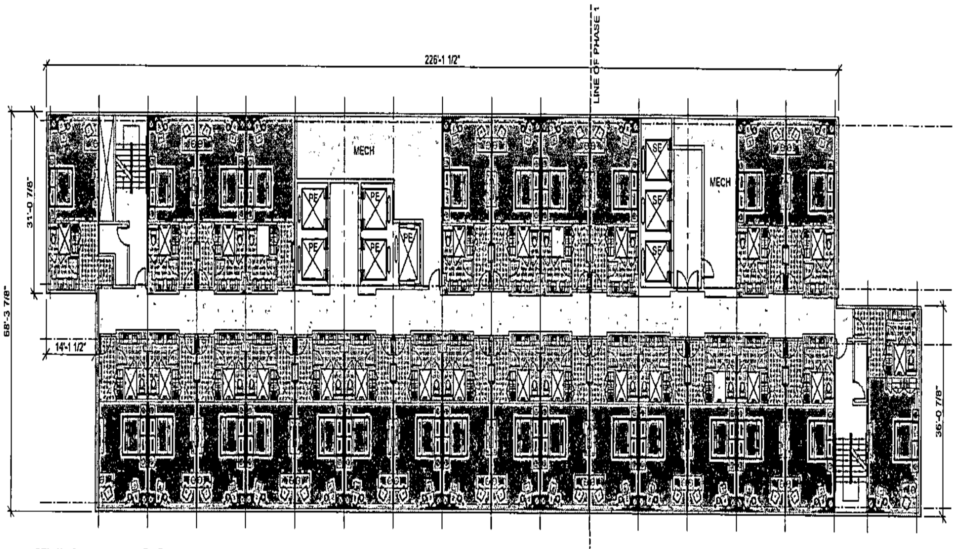
HOTEL SECTIONS



TRANSFER / INTERSTITIAL FLOOR PLAN
1/8" = 1'-0"

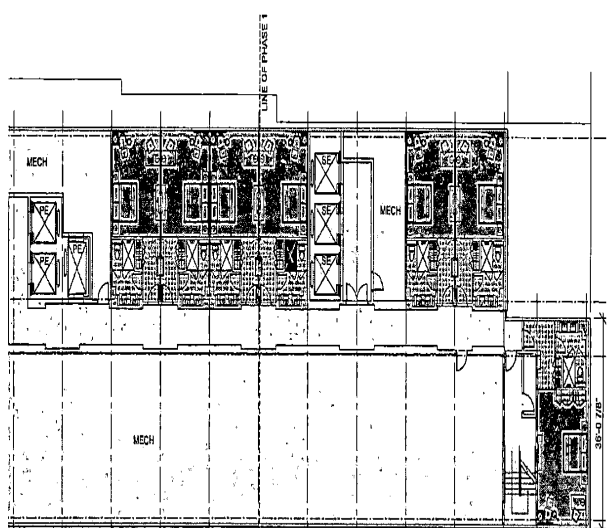


TYPICAL SUITE FLOOR PLAN
1/8" = 1'-0"



TYPICAL FLOOR PLAN

1/8" = 1'-0"



PARTIAL FLOOR PLAN AT PODIUM LEVELS

1/8" = 1'-0"

DATA

294' OVERALL HEIGHT (INC PARAPET)
495 KEYS
22 HOTEL FLOORS (NOT INC PODIUM BOH AREAS)
+/-331,000 GSF HOTEL GSF (NOT INC PODIUM LEVELS)

ROOM MATRIX

471 TYPICAL GUEST ROOMS

24 SUITES

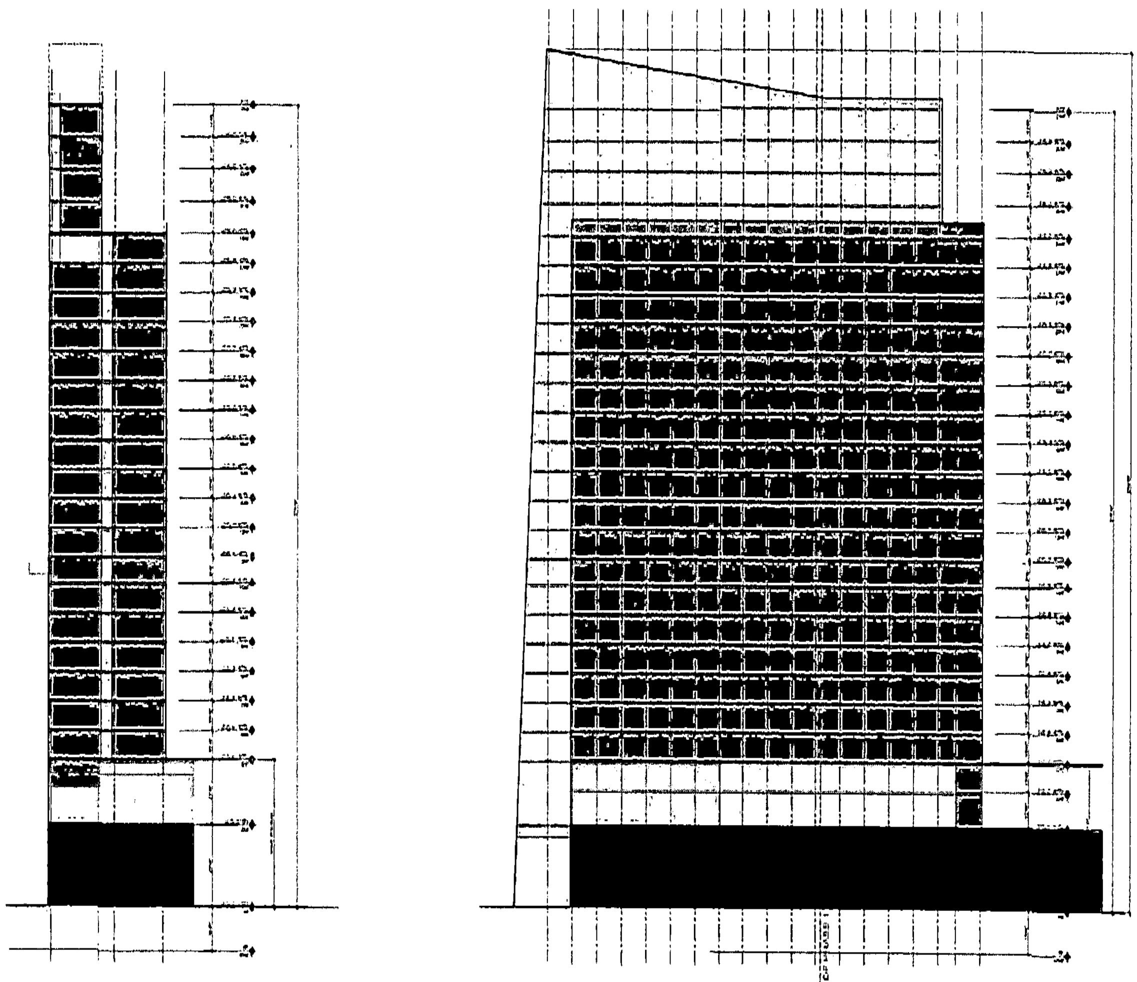
495 TOTAL KEYS

LEGEND

GUEST
SUITE
FOH CIRCULATION
BOH / MECHANICAL / CORE

HOTEL DATA

MGM SPRINGFIELD   PHASE 2   HOTEL FLOOR PLANS



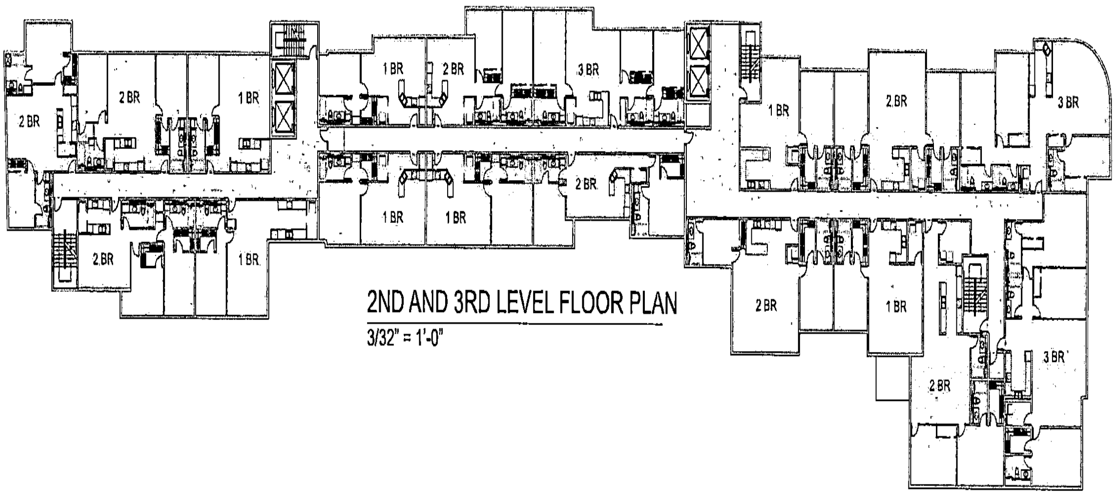
CROSS SECTION
1/16" = 1'-0"

LONGITUDINAL SECTION
1/16" = 1'-0"

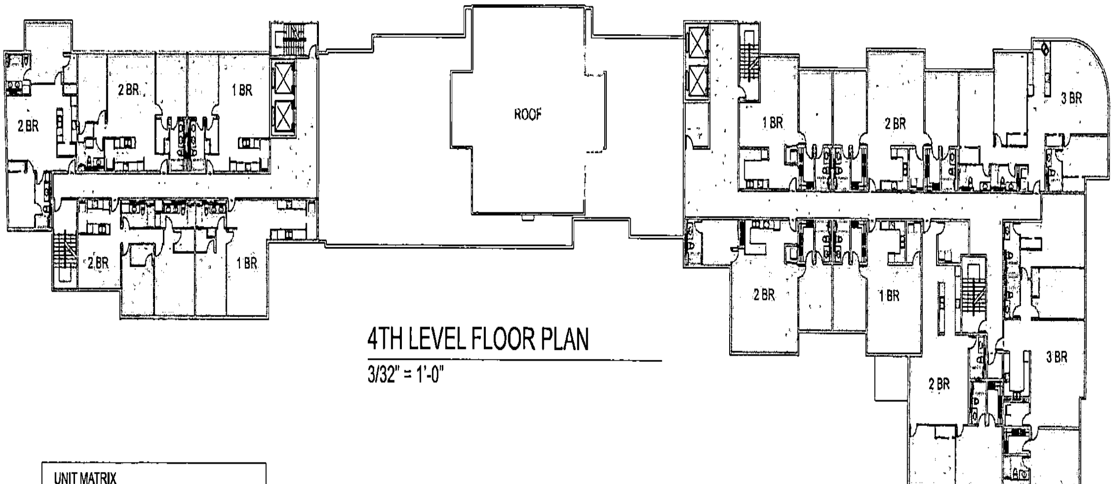
MGM SPRINGFIELD

PHASE 2

HOTEL SECTIONS



2ND AND 3RD LEVEL FLOOR PLAN
3/32" = 1'-0"



4TH LEVEL FLOOR PLAN
3/32" = 1'-0"

UNIT MATRIX

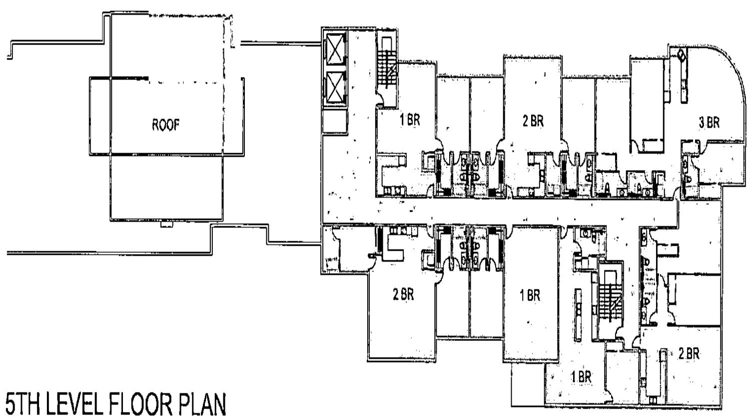
21 1 BEDROOM (39%)
45 2 BEDROOM (45%)
16 3 BEDROOM (16%)

55 TOTAL UNITS

LEGEND

APARTMENT
CIRCULATION
BOH / MECHANICAL / CORE

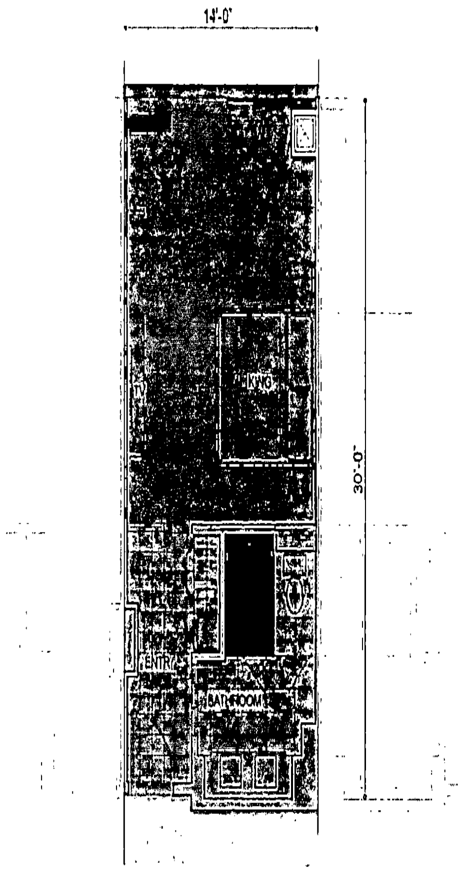
DATA



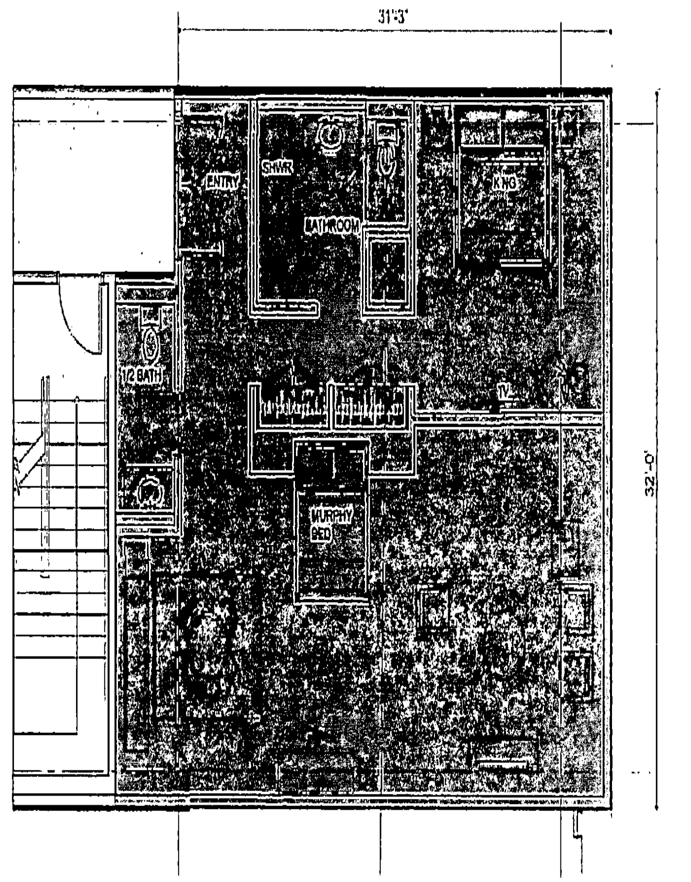
5TH LEVEL FLOOR PLAN
3/32" = 1'-0"

MGM SPRINGFIELD

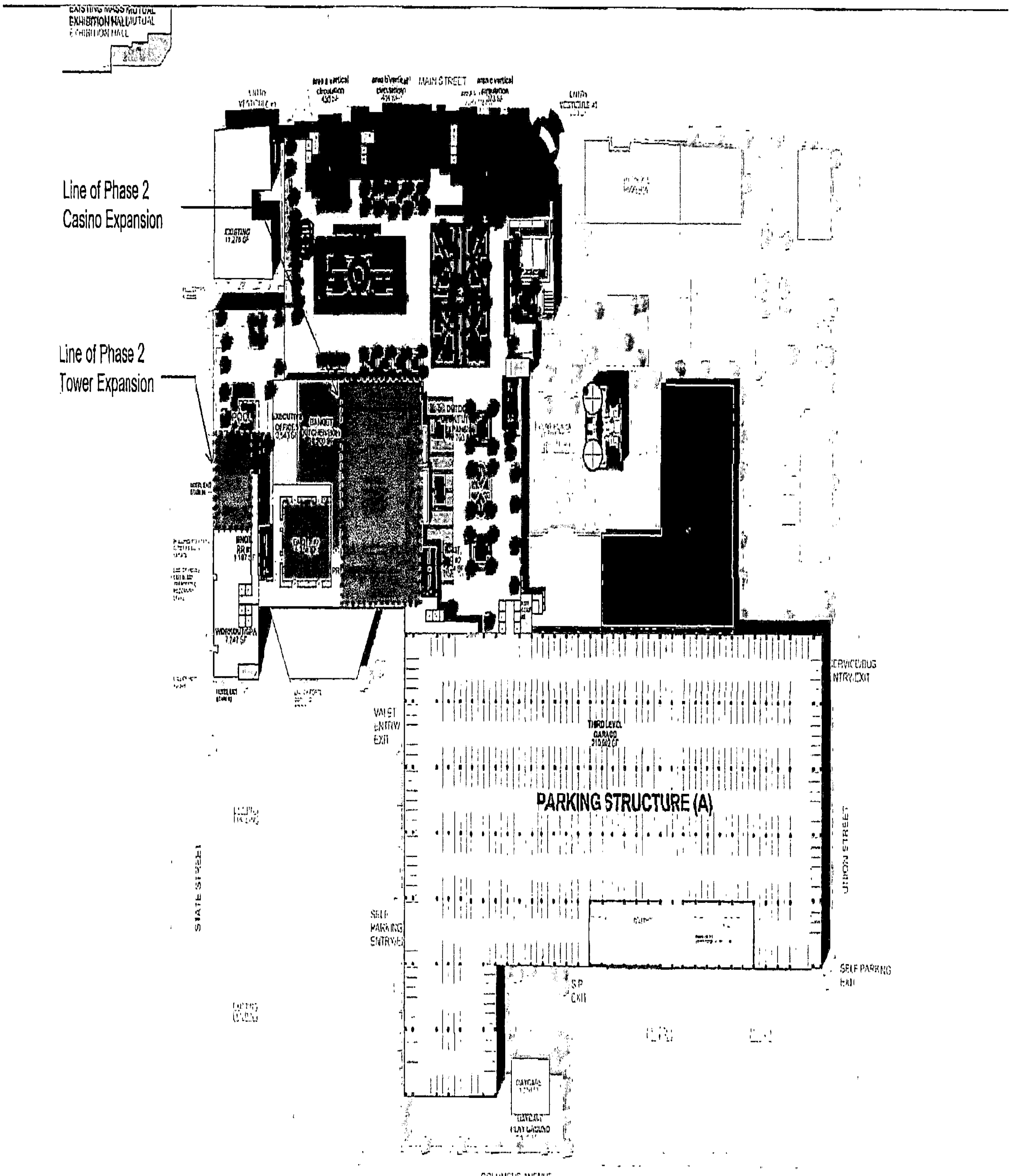
RESIDENTIAL BLOCK FLOOR PLANS



TYPICAL GUEST ROOM PLAN
1/2" = 1'-0"

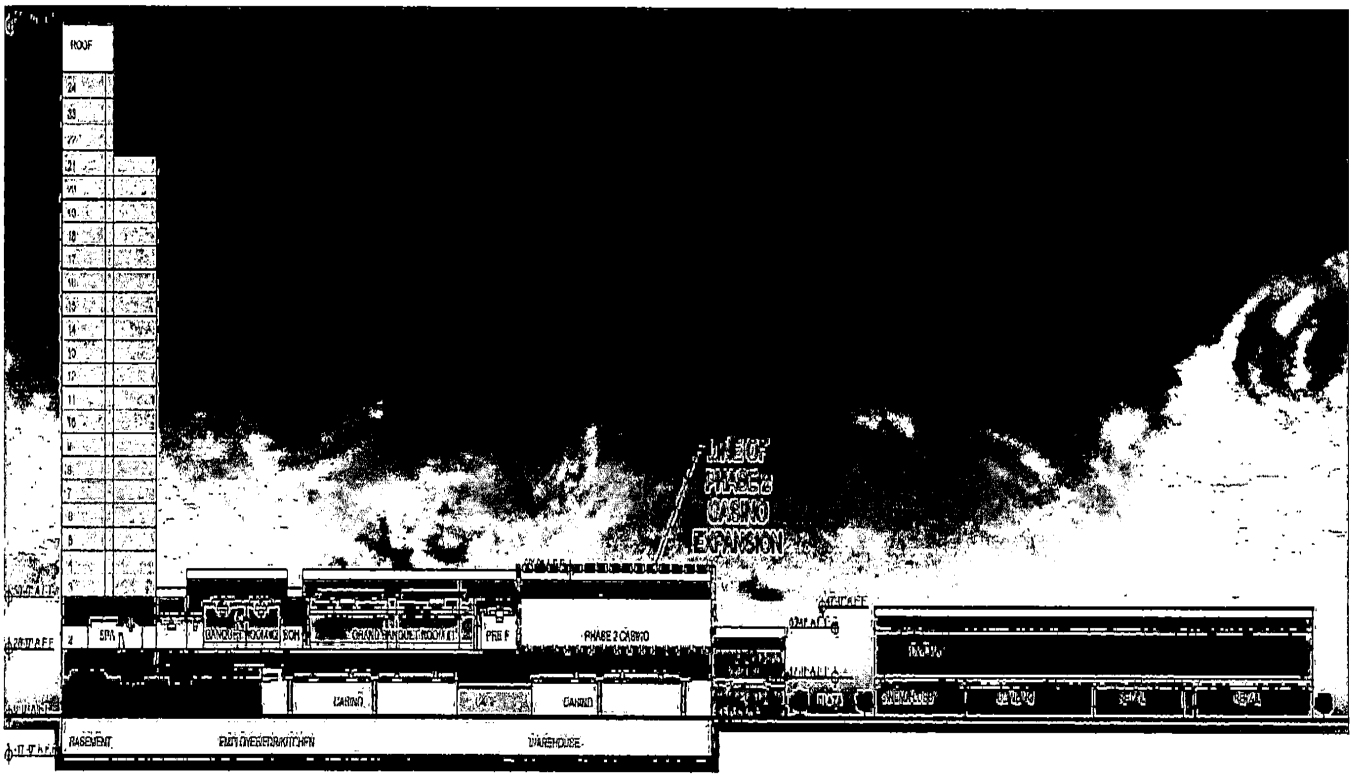


TYPICAL SUITE PLAN
1/2" = 1'-0"



MGM SPRINGFIELD

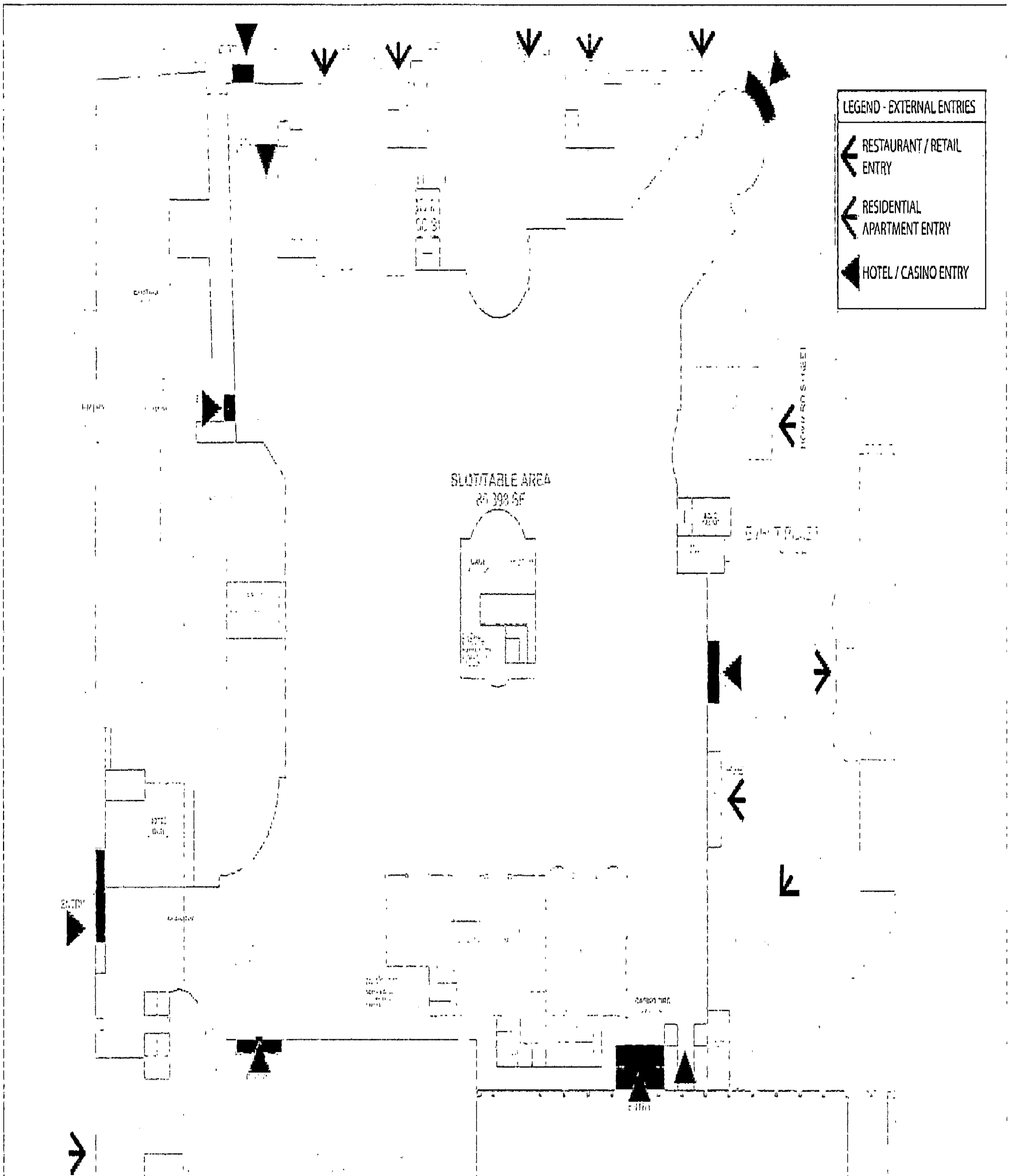
LEVEL TWO FLOOR PLAN



SECTION B PHASE II

MGM SPRINGFIELD

SECTIONS



MGM SPRINGFIELD

ENTRY & MARQUEE SIGNAGE PLAN

EXHIBIT J

FORM OF PARENT COMPANY TRANSFER RESTRICTION AGREEMENT

This Transfer Restriction Agreement ("**TRA**") is made as of this ___ day of __________, 20__, by __________________________, a ______________ ("**Parent Company**"), having its office at ____ to and for the benefit of the City of Springfield, Massachusetts, a municipal corporation (the "**City**").

RECITALS

A. ____________________, a ______________________ and __________________ (collectively, the "**Developer**") and the City have executed that certain Host Community Agreement dated _________________, 2013, as the same may from time to time be amended ("**Agreement**," with capitalized terms herein having the same meaning as therein defined, unless expressly otherwise defined herein), which Agreement sets forth the terms and conditions upon which Developer has agreed to develop, construct, operate and maintain the Project.

B. Parent Company, as the ultimate parent company of Developer, will benefit from the financial success of Developer.

C. The City is relying upon Developer, the Parent Company and its Affiliates and all other Restricted Owners in the exercise of their respective skill, judgment, reputation and discretion with respect to the Project.

D. The execution and delivery of this TRA is required under the terms of the Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and in order to induce the City to execute and deliver the Agreement, Parent Company, acknowledging that, but for the execution and delivery of this TRA, the City would not have entered into the Agreement with Developer, hereby covenants and agrees as follows:

1. Parent Company shall not, whether by operation of law or otherwise, Transfer a direct or indirect interest in the Developer without the prior written consent of the City; provided, however, upon prior notice to the City, Parent Company may Transfer its interest in the Developer, in whole or in part, to an Affiliate, as long as such Affiliate is owned, directly or indirectly by Parent Company without consent of the City.

2. Nothing contained in this TRA shall prevent a Transfer of an ownership interest in a Restricted Owner by: (i) Parent Company to an entity which has succeeded to all or a substantial portion of the assets, or all or a substantial portion of the common stock, of Parent Company; (ii) any Person to (1) that Person's spouse, child or parent ("**Family Members**"); (2) an entity whose beneficial owners consist solely of such transferor and/or the Family Members of the transferor; or (3) the beneficial owners of the transferor if the transferor is an entity; (iii) a Restricted Owner to another Restricted Owner, or to an Affiliate of Parent Company, so long as, in each case, Parent Company maintains Control of Developer; (iv) Parent Company to any Affiliate of Parent Company so long as such Affiliate is owned, directly or indirectly, by Parent

Company. In addition, nothing contained in this Paragraph 2 shall prevent a pledge by a Restricted Owner of its direct or indirect interest in Developer to an institutional lender, or the exercise of any rights by such lender pursuant to such pledge, provided that the form of pledge agreement is reasonably satisfactory to the City; or (v) pledge by Parent Company of its direct or indirect interest in Developer to an institutional lender, provided that the form of pledge agreement is reasonably satisfactory to the City.

3. Parent Company shall notify the City as promptly as practicable upon Parent Company becoming aware of any Transfer.

4. Parent Company hereby represents and warrants that:

(a) it is duly organized, validly existing and in good standing under the applicable laws of the jurisdiction of its formation, with full power and authority to execute and deliver this TRA and consummate the transactions contemplated hereby; and

(b) the execution and delivery of this TRA and the consummation and performance by it of the transactions contemplated hereby: (1) have been duly authorized by all actions required under the terms and provisions of the instruments governing its existence ("**Governing Instruments**") and the laws of the jurisdiction of its formation; (2) create legal, valid and binding obligations of it enforceable in accordance with the terms hereof, subject to the effect of any applicable bankruptcy, moratorium, insolvency, reorganization or other similar law affecting the enforceability of creditors' rights generally and to the effect of general principles of equity which may limit the availability of equitable remedies (whether in a proceeding at law or in equity); (3) subject to applicable law does not require the approval or consent of any Governmental Authority having jurisdiction over it, except those already obtained; and (4) do not and will not constitute a violation of, or default under, its Governing Instruments, any Government Requirements, agreement, commitment or instrument to which it is a party or by which any of its assets are bound, except for such violations or defaults under any Government Requirements, agreements, commitments or instruments that would not result in a material adverse change in the condition, financial or otherwise, or in the results of operations or business affairs of the Parent Company and its subsidiaries, considered as one enterprise.

5. Parent Company covenants with the City as follows:

(a) none of the representations and warranties in this TRA contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein or herein, in the light of the circumstances under which they were made, not misleading.

(b) Parent Company shall give notice to the City promptly upon the occurrence of any Event of Default. Each notice pursuant to this subparagraph shall be accompanied by a statement setting forth details of the Event of Default referred to therein and stating what action Parent Company proposes to take with respect thereto.

(c) Parent Company agrees, upon the reasonable request of the City, to do any act or execute any additional documents as may be reasonably required by the City to accomplish or further confirm the provisions of this TRA.

6. The City may declare Parent Company to be in default under this TRA upon the occurrence of any of the following events ("**Events of Default**").

(a) If Parent Company fails to comply with any material covenants and agreements made by it in this TRA (other than those specifically described in any other subparagraph of this Paragraph 6) and such noncompliance continues for fifteen (15) days after written notice from the City, provided, however, that if any such noncompliance is reasonably susceptible of being cured within thirty (30) days, but cannot with due diligence be cured within fifteen (15) days, and if Parent Company commences to cure any noncompliance within said fifteen (15) days and diligently prosecutes the cure to completion, then Parent Company shall not during such period of diligently curing be in default hereunder as long as such default is completely cured within thirty (30) days of the first notice of such default to Parent Company;

(b) If any representation or warranty made by Parent Company hereunder was false or misleading in any material respect as of the time made;

(c) If any of the following events occur with respect to Parent Company: (i) by order of a court of competent jurisdiction, a receiver, liquidator or trustee of Parent Company or of any of the property of Parent Company (other than non-material property and with respect to which the appointment hereinafter referred to would not materially adversely affect the financial condition of Parent Company) shall be appointed and shall not have been discharged within ninety (90) days; (ii) a petition in bankruptcy, insolvency proceeding or petition for reorganization shall have been filed against Parent Company and same is not withdrawn, dismissed, canceled or terminated within ninety (90) days; (iii) Parent Company is adjudicated bankrupt or insolvent or a petition for reorganization is granted (without regard for any grace period provided for herein); (iv) if there is an attachment or sequestration of any of the property of Parent Company and same is not discharged or bonded over within ninety (90) days; (v) if Parent Company files or consents to the filing of any petition in bankruptcy or commences or consents to the commencement of any proceeding under the Federal Bankruptcy Code or any other law, now or hereafter in effect, relating to the reorganization of Parent Company or the arrangement or readjustment of the debts of Parent Company; or (vi) if Parent Company shall make an assignment for the benefit of its creditors or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver, trustee or liquidator of Parent Company or of all or any material part of its property; or

(d) If Parent Company ceases to do business or terminates its business for any reason whatsoever or shall cause or institute any proceeding for the dissolution of Parent Company.

7. Remedies:

(a) Upon an Event of Default, the City shall have the right if it so elects to: (i) any and all remedies available at law or in equity; and/or (ii) institute and prosecute proceedings to enforce in whole or in part the specific performance of this TRA by Parent Company, and/or to enjoin or restrain Parent Company from commencing or continuing said breach, and/or to cause by injunction Parent Company to correct and cure said breach or threatened breach. None of the remedies enumerated herein is exclusive and nothing herein shall be construed as prohibiting the City from pursuing any other remedies at law, in equity or otherwise available to it under this TRA.

(b) The rights and remedies of the City whether provided by law or by this TRA, shall be cumulative, and the exercise by the City of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach, to the extent permitted by law. No waiver made by the City shall apply to obligations beyond those expressly waived in writing.

8. If any of the provisions of this TRA, or the application thereof to any Person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this TRA, or the application of such provision or provisions to Persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this TRA shall be valid and enforceable to the fullest extent permitted by law.

9. This writing is intended by the parties hereto as a final expression of this TRA, and is intended to constitute a complete and exclusive statement of the term of the agreement among the parties hereto. There are no promises or conditions, expressed or implied, unless contained in this writing. No course of dealing, course of performance or trade usage, and no parol evidence of any nature, shall be used to supplement or modify the terms of this TRA. No amendment, modification, termination or waiver of any provision of this TRA, shall in any event be effective unless the same shall be in writing and signed by the City, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No waiver shall be implied from the City's delay in exercising or failing to exercise any right or remedy against Developer in connection with any transfer restriction imposed on Developer under the Agreement.

10. Notices shall be given as follows:

(a) Any notice, demand or other communication which any party may desire or may be required to give to any other party hereto shall be in writing delivered by (i) hand-delivery, (ii) a nationally recognized overnight courier, or (iii) mail (but excluding electronic mail, i.e., "**e-mail**") addressed to a party at its address set forth below, or to such other address as the party to receive such notice may have designated to all other parties by notice in accordance herewith:

If to City: Mayor
City of Springfield
36 Court Street, Room 210
Springfield, Massachusetts 01103

with copies to: City Solicitor
City of Springfield
36 Court Street
Springfield, Massachusetts 01103

and

Chief Development Officer
Springfield Redevelopment Authority
70 Tapley Street
Springfield, Massachusetts 01104

If to Parent Company: Bill Hornbuckle
MGM Resorts International
3600 Las Vegas Boulevard South
Las Vegas, NV 89109

with copies to: Frank Fitzgerald, Esq.
Fitzgerald Attorneys At Law
46 Center Square
East Longmeadow, MA 01028

and

John McManus
Executive Vice President and General Counsel
MGM Resorts International
3600 S. Las Vegas Boulevard
Las Vegas, NV 89109

(b) Any such notice, demand or communication shall be deemed delivered and effective upon the actual delivery.

11. Time is of the essence in performance of this TRA by Parent Company.

12. The terms of this TRA shall bind and benefit the legal representatives, successors and assigns of the City and Parent Company; provided, however, that Parent Company may not assign this TRA, or assign or delegate any of its rights or obligations under this TRA, without the prior written consent of the City in each instance.

13. This TRA shall be governed by, and construed in accordance with, the local laws of the Commonwealth of Massachusetts without application of its law of conflicts principles.

14. If at any time, Parent Company is not a resident of the Commonwealth or has no officer, director, employee, or agent thereof available for service of process as a resident of the Commonwealth, or if any permitted assignee thereof shall be a foreign corporation, partnership

or other entity or shall have no officer, director, employee, or agent available for service of process in the Commonwealth, Parent Company or its assignee hereby designates the Secretary of the Commonwealth, as its agent for the service of process in any court action between it and the City or arising out of or relating to this TRA and such service shall be made as provided by the laws of the Commonwealth for service upon a non-resident.

15. Parent Company acknowledges that it expects to derive a benefit as a result of the Agreement because of its relationship to Developer, and that it is executing this TRA in consideration of that anticipated benefit.

16. Dispute Resolution:

(a) It is acknowledged by the parties hereto that a quick and efficient resolution of any dispute, claim, or controversy arising under or relating to this TRA, the breach, termination, or validity of this TRA, or the dealings between the parties or their successors, or with respect to any claim arising by virtue of any representations made by any party hereto (collectively, a "**Dispute**") is critical to the implementation of this TRA. In order to effectuate such intent, the parties hereto do hereby establish this dispute resolution procedure. All Disputes shall be subject to this Section, it being the intention of the parties hereto that all such Disputes be subject thereto regardless of any specific reference or absence of such reference as provided herein. No time bar defenses shall be available based upon the passage of time during any negotiation called for by this Section.

(b) Either party hereto shall give the other party written notice of any Dispute ("**Dispute Notice**") which Dispute Notice shall set forth the amount of loss, damage, and cost of expense claimed, if any.

(c) Within ten (10) Business Days of the Dispute Notice, the parties hereto shall meet to negotiate in good faith to resolve the Dispute.

(d) At any time, either party hereto may seek injunctive relief from the Court (as hereinafter defined). Subject to the arbitration provisions of this Section, it is the express intention of the parties hereto that the exclusive venue of all judicial actions of any notice whatsoever which relate in any way to this Agreement shall be filed in the Superior Court Department of the Trial Court sitting in the Hampden County Hall of Justice in the City, or the United States District Court sitting in the City (the "**Court**") in furtherance of arbitration of the Dispute.

(e) In the event the Dispute is unresolved within thirty (30) days of the Dispute Notice by good faith negotiations, the Dispute shall be arbitrated upon the filing by either party hereto of a written demand, with notice to the other party hereto, to the Judicial Arbitration and Mediation Services ("**JAMS**") (to the extent such rules are not inconsistent as provided for herein) in the City before a single arbitrator to be selected under the JAMS selection process. Arbitration of the Dispute shall be governed by the then current Commercial Arbitration Rules of the JAMS. Within ten (10) days after receipt of written notice of the Dispute being brought to the arbitrator, each party hereto shall submit to the arbitrator a best and final settlement with respect to each issue submitted to the arbitrator and an accompanying statement of position containing supporting facts, documentation and data. Upon such Dispute being submitted to the arbitrator for resolution, the arbitrator shall assume exclusive jurisdiction over the Dispute, and shall utilize such consultants or experts as he shall deem appropriate under the circumstances to assist in the resolution of the Dispute, and will be required to make a final binding determination with a reasoned opinion, not subject to appeal, within forty-five (45) days of the date of submission. Nothing herein shall prevent either party hereto from seeking injunctive relief in Court to maintain the status quo in furtherance of arbitration.

(f) For each issue decided by the arbitrator, the arbitrator shall award the reasonable expenses of the proceeding, including reasonable attorneys' fees, to the prevailing party hereto with respect to such issue. The arbitrator in arriving at his decision shall consider the pertinent facts and circumstances as presented in evidence and be guided by the terms and provisions of this TRA and applicable law, and shall apply the terms of this TRA without adding to, modifying or changing the terms in any respect, and shall apply the laws of the Commonwealth to the extent such application is not inconsistent with this TRA.

(g) Any arbitration award may be entered as a judgment in the Court. A printed transcript of any such arbitration proceeding shall be kept and each of the parties hereto shall have the right to request a copy of such transcript, at its sole cost.

(h) The parties hereto agree that, in addition to monetary relief, the arbitrator may make an award of equitable relief including but not limited to a temporary, preliminary or permanent injunction and the parties hereto further agree that the arbitrator is empowered to enforce any of the provisions of this TRA.

EXHIBIT K

FORM OF RESTRICTED OWNER TRANSFER RESTRICTION AGREEMENT

This Transfer Restriction Agreement ("**TRA**") is made as of this ___ day of __________, 20__, by ___________________________, a ______________ ("**Owner**"), having its office at ____ to and for the benefit of the City of Springfield, Massachusetts, a municipal corporation (the "**City**").

RECITALS

A. ____________________, a _______________________ and ________________, (collectively, the "**Developer**") and the City have executed that certain Host Community Agreement dated __________________, 2013, as the same may from time to time be amended ("**Agreement**," with capitalized terms herein having the same meaning as therein defined, unless expressly otherwise defined herein), which Agreement sets forth the terms and conditions upon which Developer has agreed to develop, construct, operate and maintain the Project.

B. Owner, as a direct or indirect owner of Developer, will benefit from the financial success of Developer.

C. The City is relying upon Developer and Owner and its Affiliates in the exercise of their respective skill, judgment, reputation and discretion with respect to the Project.

D. The execution and delivery of this TRA is required under the terms of the Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and in order to induce the City to execute and deliver the Agreement, Owner, acknowledging that, but for the execution and delivery of this TRA, the City would not have entered into the Agreement with Developer, hereby covenants and agrees as follows:

1. Owner shall not, whether by operation of law or otherwise, Transfer a direct or indirect interest in the Developer without the prior written consent of the City.

2. Nothing contained in this TRA shall prevent a (i) Transfer of an ownership interest in a Restricted Owner by a Restricted Owner to another Restricted Owner; or (ii) pledge by a Parent Company of its direct or indirect interest in Developer to an institutional lender, provided that the form of pledge agreement is reasonably satisfactory to the City.

3. Owner shall notify the City as promptly as practicable upon Owner becoming aware of any Transfer.

4. Owner hereby represents and warrants that:

(a) it is duly organized, validly existing and in good standing under the applicable laws of the jurisdiction of its formation, with full power and authority to execute and deliver this TRA and consummate the transactions contemplated hereby; and

(b) the execution and delivery of this TRA and the consummation and performance by it of the transactions contemplated hereby: (1) have been duly authorized by all actions required under the terms and provisions of the instruments governing its existence ("**Governing Instruments**") and the laws of the jurisdiction of its formation; (2) create legal, valid and binding obligations of it enforceable in accordance with the terms hereof, subject to the effect of any applicable bankruptcy, moratorium, insolvency, reorganization or other similar law affecting the enforceability of creditors' rights generally and to the effect of general principles of equity which may limit the availability of equitable remedies (whether in a proceeding at law or in equity); (3) subject to applicable law do not require the approval or consent of any Governmental Authority having jurisdiction over it, except those already obtained; and (4) do not and will not constitute a violation of, or default under, its Governing Instruments, any Government Requirements, agreement, commitment or instrument to which it is a party or by which any of its assets are bound, except for such violations or defaults under any Government Requirements, agreements, commitments or instruments that would not result in a material adverse change in the condition financial or otherwise, or in the results of operations or business affairs of the Restricted Owner and its subsidiaries, considered as one enterprise.

5. Owner covenants with the City as follows:

(a) none of the representations and warranties in this TRA contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein or herein not misleading.

(b) Owner shall give notice to the City promptly upon the occurrence of any Event of Default. Each notice pursuant to this subparagraph shall be accompanied by a statement setting forth details of the Event of Default referred to therein and stating what action Owner proposes to take with respect thereto.

(c) Owner agrees, upon the reasonable request of the City, to do any act or execute any additional documents as may be reasonably required by the City to accomplish or further confirm the provisions of this TRA.

6. The City may declare Owner to be in default under this TRA upon the occurrence of any of the following events ("**Events of Default**").

(a) If Owner fails to comply with any covenants and agreements made by it in this TRA (other than those specifically described in any other subparagraph of this Paragraph 6) and such noncompliance continues for fifteen (15) days after written notice from the City, provided, however, that if any such noncompliance is reasonably susceptible of being cured within thirty (30) days, but cannot with due diligence be cured within fifteen (15) days, and if Owner commences to cure any noncompliance within said fifteen (15) days and diligently prosecutes the cure to completion, then Owner shall not during such period of diligently curing be in default hereunder as long as such default is completely cured within thirty (30) days of the first notice of such default to Owner;

(b) If any representation or warranty made by Owner hereunder was false or misleading in any material respect as of the time made;

(c) If any of the following events occur with respect to Owner: (i) by order of a court of competent jurisdiction, a receiver, liquidator or trustee of Owner or of any of the property of Owner (other than non-material property and with respect to which the appointment hereinafter referred to would not materially adversely affect the financial condition of Owner) shall be appointed and shall not have been discharged within ninety (90) days; (ii) a petition in bankruptcy, insolvency proceeding or petition for reorganization shall have been filed against Owner and same is not withdrawn, dismissed, canceled or terminated within ninety (90) days; (iii) Owner is adjudicated bankrupt or insolvent or a petition for reorganization is granted (without regard for any grace period provided for herein); (iv) if there is an attachment or sequestration of any of the property of Owner and same is not discharged or bonded over within ninety (90) days; (v) if Owner files or consents to the filing of any petition in bankruptcy or commences or consents to the commencement of any proceeding under the Federal Bankruptcy Code or any other law, now or hereafter in effect, relating to the reorganization of Owner or the arrangement or readjustment of the debts of Owner; or (vi) if Owner shall make an assignment for the benefit of its creditors or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver, trustee or liquidator of Owner or of all or any material part of its property; or

(d) If Owner ceases to do business or terminates its business for any reason whatsoever or shall cause or institute any proceeding for the dissolution of Owner.

7. Remedies:

(a) Upon an Event of Default, the City shall have the right if it so elects to: (i) any and all remedies available at law or in equity; and/or (ii) institute and prosecute proceedings to enforce in whole or in part the specific performance of this TRA by Owner, and/or to enjoin or restrain Owner from commencing or continuing said breach, and/or to cause by injunction Owner to correct and cure said breach or threatened breach. None of the remedies enumerated herein is exclusive and nothing herein shall be construed as prohibiting the City from pursuing any other remedies at law, in equity or otherwise available to it under this TRA.

(b) The rights and remedies of the City whether provided by law or by this TRA, shall be cumulative, and the exercise by the City of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach, to the extent permitted by law. No waiver made by the City shall apply to obligations beyond those expressly waived in writing.

8. If any of the provisions of this TRA, or the application thereof to any Person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this TRA, or the application of such provision or provisions to Persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this TRA shall be valid and enforceable to the fullest extent permitted by law.

9. This writing is intended by the parties hereto as a final expression of this TRA, and is intended to constitute a complete and exclusive statement of the term of the agreement among the parties hereto. There are no promises or conditions, expressed or implied, unless contained in this writing. No course of dealing, course of performance or trade usage, and no parol evidence of any nature, shall be used to supplement or modify the terms of this TRA. No amendment, modification, termination or waiver of any provision of this TRA, shall in any event be effective unless the same shall be in writing and signed by the City, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No waiver shall be implied from the City's delay in exercising or failing to exercise any right or remedy against Developer in connection with any transfer restriction imposed on Developer under the Agreement.

10. Notices shall be given as follows:

(a) Any notice, demand or other communication which any party may desire or may be required to give to any other party hereto shall be in writing delivered by (i) hand-delivery, (ii) a nationally recognized overnight courier, or (iii) mail (but excluding electronic mail, i.e., "**e-mail**") addressed to a party at its address set forth below, or to such other address as the party to receive such notice may have designated to all other parties by notice in accordance herewith:

If to City:	Mayor City of Springfield 36 Court Street, Room 210 Springfield, Massachusetts 01103
with copies to:	City Solicitor City of Springfield 36 Court Street Springfield, Massachusetts 01103
	and
	Chief Development Officer Springfield Redevelopment Authority 70 Tapley Street Springfield, Massachusetts 01104
If to Parent Company:	Bill Hornbuckle MGM Resorts International 3600 Las Vegas Boulevard South Las Vegas, NV 89109
with copies to:	Frank Fitzgerald, Esq. Fitzgerald Attorneys At Law 46 Center Square East Longmeadow, MA 01028

and

John McManus
Executive Vice President and General Counsel
MGM Resorts International
3600 S. Las Vegas Boulevard
Las Vegas, NV 89109

(b) Any such notice, demand or communication shall be deemed delivered and effective upon actual delivery.

11. Time is of the essence in performance of this TRA by Owner.

12. The terms of this TRA shall bind and benefit the legal representatives, successors and assigns of the City and Owner; provided, however, that Owner may not assign this TRA, or assign or delegate any of its rights or obligations under this TRA, without the prior written consent of the City in each instance.

13. This TRA shall be governed by, and construed in accordance with, the local laws of the Commonwealth of Massachusetts without application of its law of conflicts principles.

14. If at any time, Owner is not a resident of the Commonwealth or has no officer, director, employee, or agent thereof available for service of process as a resident of the Commonwealth, or if any permitted assignee thereof shall be a foreign corporation, partnership or other entity or shall have no officer, director, employee, or agent available for service of process in the Commonwealth, Owner or its assignee hereby designates the Secretary of the Commonwealth, as its agent for the service of process in any court action between it and the City or arising out of or relating to this TRA and such service shall be made as provided by the laws of the Commonwealth for service upon a non-resident.

15. Owner acknowledges that it expects to derive a benefit as a result of the Agreement because of its relationship to Developer, and that it is executing this TRA in consideration of that anticipated benefit.

16. Dispute Resolution:

(a) It is acknowledged by the parties hereto that a quick and efficient resolution of any dispute, claim, or controversy arising under or relating to this TRA, the breach, termination, or validity of this TRA, or the dealings between the parties or their successors, or with respect to any claim arising by virtue of any representations made by any party hereto (collectively, a "**Dispute**") is critical to the implementation of this TRA. In order to effectuate such intent, the parties hereto do hereby establish this dispute resolution procedure. All Disputes shall be subject to this Section, it being the intention of the parties hereto that all such Disputes be subject thereto regardless of any specific reference or absence of such reference as provided herein. No time bar defenses shall be available based upon the passage of time during any negotiation called for by this Section.

(b) Either party hereto shall give the other party written notice of any Dispute ("**Dispute Notice**") which Dispute Notice shall set forth the amount of loss, damage, and cost of expense claimed, if any.

(c) Within ten (10) Business Days of the Dispute Notice, the parties hereto shall meet to negotiate in good faith to resolve the Dispute.

(d) At any time, either party hereto may seek injunctive relief from the Court (as hereinafter defined). Subject to the arbitration provisions of this Section, it is the express intention of the parties hereto that the exclusive venue of all judicial actions of any notice whatsoever which relate in any way to this Agreement shall be filed in the Superior Court Department of the Trial Court sitting in the Hampden County Hall of Justice in the City, or the United States District Court sitting in the City (the "**Court**") in furtherance of arbitration of the Dispute.

(e) In the event the Dispute is unresolved within thirty (30) days of the Dispute Notice by good faith negotiations, the Dispute shall be arbitrated upon the filing by either party hereto of a written demand, with notice to the other party hereto, to the Judicial Arbitration and Mediation Service ("**JAMS**") (to the extent such rules are not inconsistent as provided for herein) in the City before a single arbitrator to be selected under JAMS selection process. Arbitration of the Dispute shall be governed by the then current commercial arbitration rules of JAMS. Within ten (10) days after receipt of written notice of the Dispute being brought to the arbitrator, each party hereto shall submit to the arbitrator a best and final settlement with respect to each issue submitted to the arbitrator and an accompanying statement of position containing supporting facts, documentation and data. Upon such Dispute being submitted to the arbitrator for resolution, the arbitrator shall assume exclusive jurisdiction over the Dispute, and shall utilize such consultants or experts as he shall deem appropriate under the circumstances to assist in the resolution of the Dispute, and will be required to make a final binding determination with a reasoned opinion, not subject to appeal, within forty-five (45) days of the date of submission. Nothing herein shall prevent either party hereto from seeking injunctive relief in Court to maintain the status quo in furtherance of arbitration.

(f) For each issue decided by the arbitrator, the arbitrator shall award the reasonable expenses of the proceeding, including reasonable attorneys' fees, to the prevailing party hereto with respect to such issue. The arbitrator in arriving at his decision shall consider the pertinent facts and circumstances as presented in evidence and be guided by the terms and provisions of this TRA and applicable law, and shall apply the terms of this TRA without adding to, modifying or changing the terms in any respect, and shall apply the laws of the Commonwealth to the extent such application is not inconsistent with this TRA.

(g) Any arbitration award may be entered as a judgment in the Court. A printed transcript of any such arbitration proceeding shall be kept and each of the parties hereto shall have the right to request a copy of such transcript, at its sole cost.

(h) The parties hereto agree that, in addition to monetary relief, the arbitrator may make an award of equitable relief including but not limited to a temporary, preliminary or permanent injunction and the parties hereto further agree that the arbitrator is empowered to enforce any of the provisions of this TRA.

EXHIBIT L

FORM OF GUARANTY AND KEEPWELL AGREEMENT

This Guaranty And Keep Well Agreement ("**Guaranty**") is made as of this ___ day of __________, 20__, by ____________________________, a ______________ ("**Guarantor**"), having its office at ____ to and for the benefit of the City of Springfield, Massachusetts, a municipal corporation (the "**City**").

RECITALS

A. ____________________, a ______________________ and _________________ (collectively, the "**Developer**") and the City have executed that certain Host Community Agreement dated __________________, 2013, as the same may from time to time be amended ("**Agreement**," with capitalized terms herein having the same meaning as therein defined, unless expressly otherwise defined herein), which Agreement sets forth the terms and conditions upon which Developer has agreed to develop, construct, operate and maintain the Project.

B. Guarantor, as the ultimate parent company of Developer, will benefit from the financial success of Developer.

C. The execution and delivery of this Guaranty is required under the terms of the Agreement.

D. This Guaranty is a guarantee of the obligations of the Developer as set forth in the Agreement only.

NOW, THEREFORE, in consideration of the foregoing premises and in order to induce the City to execute and deliver the Agreement, Guarantor, acknowledging that, but for the execution and delivery of this Guaranty, the City would not have entered into the Agreement with Developer, hereby covenants and agrees as follows:

1. Guarantor hereby absolutely, unconditionally and irrevocably guarantees to the City the following obligations as they relate to the Agreement (collectively, the "**Obligations**"): (i) the full and faithful performance by Developer of its obligations to Complete the Project no later than the Construction Completion Date, achieve Operations Commencement no later than the Operations Commencement Date, and achieve Final Completion no later than Final Completion Date in accordance with the terms, covenants and conditions of the Agreement (including, without limitation, the payment of so-called "hard costs" of construction and so-called "soft costs" of construction such as fees and charges of architects, engineers, consultants, surveyors, attorneys and others and the costs of all permits, licenses and other matters); (ii) Developer's prompt payment as and when due of all amounts of every kind or nature whatsoever required of Developer under the Agreement, including the Developer Payments and interest at the Default Rate; and (iii) with respect to any mechanic's or materialman's lien filed against or attaching to all or any part of the Project as a result of the Work, the removal or release of such lien, provided that nothing herein shall preclude Developer or Guarantor from contesting in good faith any such lien by appropriate proceedings which prevent enforcement of the matter under contest.

2. During the twenty-four (24) months following the Operations Commencement Date (the "**Keep Well Period**"), Guarantor agrees to fund to Developer all amounts necessary to allow Developer to maintain and operate the Project and keep the Project open for business in the ordinary course during the Keep Well Period (the "**Keep Well Obligation**"), but only to the extent that Developer's cash flow, which includes any proceeds from obligations arising from loans or other debt which the Developer was the financer thereof, from operations which is used to maintain and operate the Project and keep the Project open for business in the ordinary course during the Keep Well Period is insufficient to accomplish such purpose.

3. Guarantor will have and maintain available financial resources in an amount reasonably sufficient to fund all amounts necessary to allow Guarantor to perform all of its obligations hereunder, including, without limitation, the Keep Well Obligation.

4. Upon notice to Guarantor from the City that Developer has failed to perform any of the Obligations, Guarantor agrees to:

(a) assume full responsibility for and perform the Obligations in accordance with the terms, covenants and conditions of the Agreement;

(b) indemnify and hold the City harmless from and against any and all loss, cost, damage, injury, liability, claim or expense the City may suffer or incur by reason of any nonpayment or nonperformance of any of the Obligations; and

(c) fully reimburse and repay the City promptly on demand for all outlays and expenses, including interest thereon at the Default Rate, that the City may make or incur by reason of any nonpayment or nonperformance of any Obligations.

5. Upon any Event of Default hereunder, the City shall have the following rights and remedies:

(a) If the City, in its sole discretion, chooses to do so, it or its designee may perform any or all of Guarantor's obligations to be performed hereunder on Guarantor's behalf. In such event, Guarantor shall reimburse the City within ten (10) days of demand for all costs and expenses, including reasonable attorneys' fees that the City may incur in performing those obligations, together with interest thereon at the Default Rate from the dates they are incurred until paid.

(b) In addition, the City may bring any action at law or in equity or both, to compel Guarantor to perform its obligations hereunder and to collect compensation for all loss, cost, damage, injury and expense which may be sustained or incurred by the City as a direct or indirect consequence of Guarantor's failure to perform those obligations, including interest thereon at the Default Rate.

6. Guarantor authorizes the City to perform any and all of the following acts at any time in its sole discretion, all without notice to Guarantor and without affecting Guarantor's obligations under this Guaranty:

(a) With the consent of Developer, the City may alter, amend or modify any terms of the Agreement, including renewing, compromising, extending or accelerating, or otherwise changing the time for performance thereunder; provided, however, that no such alterations, amendments or modifications may be made to this Guaranty or the Obligations covered by this Guaranty without the consent of the Guarantor.

(b) The City may apply any payments or recoveries from Developer, Guarantor or any other source, to the Obligations in such manner, order and priority as it may elect, whether or not those obligations are guaranteed by this Guaranty.

(c) The City may release Developer of all or any portion of its liability under the Obligations and the Agreement.

(d) The City may consent to any assignment or successive assignments of the Agreement by Developer.

7. Guarantor expressly agrees that until the Obligations are fully satisfied and each and every term, covenant and condition of this Guaranty is fully performed, including, without limitation, the Keep Well Obligation, Guarantor shall not be released by or because of:

(a) Any act or event which might otherwise discharge, reduce, limit or modify Guarantor's obligations under this Guaranty;

(b) Any waiver, extension, modification, forbearance, delay or other act or omission of the City, or any failure to proceed promptly or otherwise as against Guarantor or any collateral, if any;

(c) Any action, omission or circumstance which might increase the likelihood that Guarantor may be called upon to perform under this Guaranty or which might affect the rights or remedies of Guarantor as against Developer; or

(d) Any dealings occurring at any time between Developer and the City, whether relating to the Agreement or otherwise.

Guarantor hereby expressly waives and surrenders any defense to its liability under this Guaranty based upon any of the foregoing acts, omissions, agreements, waivers or matters. It is the purpose and intent of this Guaranty that the obligations of Guarantor under it shall be absolute and unconditional under any and all circumstances.

8. Guarantor waives:

(a) All statutes of limitations as a defense to any action or proceeding brought against Guarantor by the City to the fullest extent permitted by law;

(b) Any right it may have to require the City to proceed against Developer, proceed against or exhaust any security held from Developer, or pursue any other remedy in its power to pursue;

(c) Any defense based on any claim that Guarantor's obligations exceed or are more burdensome than those of Developer;

(d) Any defense based on: (i) any legal disability of Developer, (ii) any release, discharge, modification, impairment or limitation of the liability of Developer under the Agreement from any cause (other than the performance of the Obligations by Developer), whether consented to by the City or arising by operation of law or from any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the adjustment of debtor-creditor relationships ("**Insolvency Proceeding**"), or (iii) any rejection or disaffirmance of the Agreement in any such Insolvency Proceeding;

(e) Any defense based on any action taken or omitted by the City in any Insolvency Proceeding involving Developer, including any election to have a claim allowed as being secured, partially secured or unsecured, any extension of credit by the City to Developer in any Insolvency Proceeding, and the taking and holding by the City of any security for any such extension of credit; and

(f) All presentations, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of this Guaranty and of the existence, creation, payment or nonpayment of the Obligations and demands and notices of every kind and nature.

9. The City shall not be required, as a condition precedent to making a demand upon Guarantor after an Event of Default or to bringing an action against Guarantor after an Event of Default upon this Guaranty, to make demand upon, or to institute any action or proceeding at law or in equity against, Developer, any other guarantor or anyone else, or exhaust its remedies against Developer, any other guarantor or anyone else, or against any collateral, if any, given to secure the Obligations. All remedies afforded to the City by reason of this Guaranty are separate and cumulative remedies and it is agreed that no one of such remedies, whether exercised by the City or not, shall be deemed to be exclusive of any of the other remedies available to the City and shall not limit or prejudice any other legal or equitable remedy which the City may have.

10. Until the termination of this Guaranty in accordance with its terms, Guarantor hereby waives all rights of subrogation, contribution and indemnity against Developer, now or hereafter arising, whether arising hereunder, by operation of law or contract or otherwise, as well as the benefit of any collateral which may from time to time secure the Obligations, and to that end, Guarantor further agrees not to seek any reimbursement, restitution, or collection from, or enforce any right or remedy of whatsoever kind or nature in favor of Guarantor against, Developer or any other person or any of their respective assets or properties for or with respect to any payments made by Guarantor to the City hereunder or in respect of the Obligations or the Keep Well Obligation. However, Guarantor's waiver of its rights of subrogation is specifically limited to the extent that the exercise of such rights would adversely affect the City's rights pursuant to the Agreement. The City, in the course of exercising any remedies available to it under the Agreement, at its sole option may elect which remedies it may wish to pursue without affecting any of its rights hereunder. The City may elect to forfeit any of its rights, even if such actions shall result in a full or partial loss of rights of subrogation which Guarantor, but for the City's actions, might have had.

11. If, at any time, all or any part of any payment previously applied by the City to any of the Obligations is rescinded or must otherwise be restored or returned by the City for any reason, including, without limitation, the insolvency, bankruptcy, dissolution, liquidation or

reorganization of Developer, or upon or as a result of the appointment of a receiver, intervenor, custodian or conservator of, or trustee or similar officer for, Developer or any substantial part of its property, Guarantor shall remain liable for the full amount so rescinded or returned as though such payments had never been received by the City, notwithstanding any termination of this Guaranty or the cancellation of the Agreement evidencing the Obligations of Developer.

12. Before signing this Guaranty, Guarantor investigated the financial condition and business operations of Developer, the present and former condition, uses and ownership of the Project, and such other matters as Guarantor deemed appropriate to assure itself of Developer's ability to discharge its obligations under the Agreement. Guarantor assumes full responsibility for that due diligence, as well as for keeping informed of all matters which may affect Developer's ability to pay and perform the Obligations. The City has no duty to disclose to Guarantor any information which it may have or receive about Developer's financial condition or business operations, the condition or uses of the Project, or any other circumstances bearing on Developer's ability to perform under the Agreement.

13. Except for Permitted Affiliate Payments, any rights of Guarantor, whether now existing or hereafter arising, to receive payment on account of any indebtedness (including interest) owed to it by Developer, or to withdraw capital invested by it in Developer, or to receive distributions from Developer, shall, to the extent and in the manner provided herein, be subordinate as to time of payment and in all other respects to the full and prior payment and performance of Obligations (to the extent then due). Following and during the continuance of an Event of Default, Guarantor shall not be entitled to enforce or receive payment of any sums or distributions from Developer other than Permitted Affiliate Payments, until the Obligations have been paid and performed in full (to the extent then due) and any such sums received in violation of this Guaranty shall be received by Guarantor in trust for the City.

14. Guarantor hereby represents and warrants that:

(a) it is duly organized, validly existing and in good standing under the applicable laws of the jurisdiction of its formation, with full power and authority to execute and deliver this Guaranty and consummate the transactions contemplated hereby;

(b) the execution and delivery of this Guaranty and the consummation and performance by it of the transactions contemplated hereby: (1) have been duly authorized by all actions required under the terms and provisions of the instruments governing its existence ("**Governing Instruments**") and the laws of the jurisdiction of its formation; (2) create legal, valid and binding obligations of it enforceable in accordance with the terms hereof, subject to the effect of any applicable bankruptcy, moratorium, insolvency, reorganization or other similar law affecting the enforceability of creditors' rights generally and to the effect of general principles of equity which may limit the availability of equitable remedies (whether in a proceeding at law or in equity); (3) subject to applicable law do not require the approval or consent of any Governmental Authority having jurisdiction over it, except those already obtained; and (4) do not and will not constitute a violation of, or default under, its Governing Instruments, any Government Requirements, agreement, commitment or instrument to which it is a party or by which any of its assets are bound, except for such violations or defaults under any Government Requirements, agreements, commitments or instruments that would not result in a material adverse change in the condition, financial or otherwise, or in the results of operations or business affairs of the Guarantor and its subsidiaries, considered as one enterprise;

(c) subject to applicable gaming laws, neither it nor any of its property has any immunity from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) or the jurisdiction of any court of the United States sitting in the Commonwealth or any court of the Commonwealth;

(d) the financial statements, together with the related notes thereto, of Guarantor dated _______________, 20___ (the "**Financial Statements**") heretofore delivered to the City by Guarantor, are true and correct in all material respects as of the date thereof, have been prepared in accordance with GAAP consistently applied (except insofar as any change in the application thereof is disclosed in such Financial Statements), and fairly present, in all material respects, the financial condition of Guarantor as of the date thereof, and no materially adverse change has occurred in the financial condition reflected in such Financial Statements since the date thereof and no material additional borrowings have been made or guaranteed by Guarantor since the date thereof, in either case, which individually or in the aggregate materially adversely affects the ability of Guarantor to pay and perform its obligations hereunder;

(e) none of the Financial Statements or any certificate or statement furnished to the City by or on behalf of Guarantor in connection herewith, and none of the representations and warranties in this Guaranty, contains any untrue statement as of its date of a material fact or omits to state a material fact necessary in order to make the statements contained therein or herein, in the light of the circumstances under which they were made, not misleading;

(f) other than as disclosed in Guarantor's annual reports on Form 10K and quarterly reports on Form 10Q filed pursuant to the Securities and Exchange Act of 1934, there are no actions, suits or proceedings pending, or, to the knowledge of Guarantor, threatened against or affecting Guarantor, which may individually or in the aggregate materially adversely affect the ability of Guarantor to perform any of its obligations under this Guaranty, and Guarantor is not in default with respect to any order, writ, injunction, decree or demand of any court, arbitration body or Governmental Authority, which default materially adversely affects the ability of Guarantor to pay and perform its obligations hereunder; and

(g) except where such failure would not result in a material adverse change in the condition, financial or otherwise, or in the result of operations or in business affairs of the Guarantor and its subsidiaries, considered one enterprise, all permits, consents, approvals, orders and authorizations of, and all registrations, declarations and filings with, all Governmental Authorities (collectively, the "**Consents**"), if any, that are required in connection with the valid execution and delivery by Guarantor of this Guaranty have been obtained and Guarantor agrees that all Consents, if any, required in connection with the carrying out or performance of any of the transactions required or contemplated thereby (including, but not limited to, all authorizations, approvals, permits and consents) will be obtained when required in order to satisfy the obligations hereunder in accordance with the terms of this Guaranty.

15. Guarantor covenants with the City as follows:

(a) Guarantor will furnish to the City the following, by hardcopy or through SEC's Edgar system:

(i) No later than ninety (90) days after the end of each fiscal quarter of Guarantor an unaudited balance sheet and income statement, certified as true and correct by the chief financial officer of Guarantor or by any other duly authorized representative of Guarantor reasonably acceptable to the City, which shall be prepared in accordance with GAAP consistently applied (except insofar as any change in the application thereof is disclosed in such financial statements).

(ii) No later than one hundred twenty (120) days after the end of each fiscal year of Guarantor an audited balance sheet and income statement prepared in accordance with GAAP.

None of the aforesaid financial statements or any certificate or statement furnished to the City by or on behalf of Guarantor in connection with the transactions contemplated hereby, and none of the representations and warranties in this Guaranty, shall contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein or herein, in light of the circumstances under which they were made, not misleading.

(b) Guarantor shall give notice to the City promptly upon the occurrence of:

(i) any known default or Event of Default; and

(ii) any (A) material default or event of default by Guarantor under any contractual obligation of Guarantor which could have a material adverse effect on the ability of Guarantor to pay its obligations hereunder or (B) litigation, investigation or proceeding which may exist at any time between Guarantor or any Person or Governmental Authority which could have a material adverse effect on the ability of Guarantor to pay its obligations hereunder.

Each notice pursuant to this paragraph shall be accompanied by a statement setting forth details of the occurrence referred to therein and stating what action Guarantor proposes to take with respect thereto.

(c) Guarantor agrees, upon the reasonable request of the City, to do any act or execute any additional documents as may be reasonably required by the City to accomplish or further confirm the provisions of this Guaranty.

16. The City may declare Guarantor to be in default under this Guaranty upon the occurrence of any of the following events (each, an "**Event of Default**", and collectively, "**Events of Default**").

(a) If Guarantor fails to pay any amounts required to be paid or expended under this Guaranty and such nonpayment continues for ten (10) Business Days after written notice from the City;

(b) If Guarantor fails to comply with any covenants and agreements made by it in this Guaranty (other than those specifically described in any other subparagraph of this Paragraph 16) and such noncompliance continues for fifteen (15) days after written notice from the City, provided, however, that if any such noncompliance is reasonably susceptible of being cured within thirty (30) days, but cannot with due diligence be cured within fifteen (15) days, and if Guarantor commences to cure any noncompliance within said fifteen (15) days and diligently prosecutes the cure to completion, then Guarantor shall not during such period of diligently curing be in default hereunder as long as such default is completely cured within thirty (30) days of the first notice of such default to Guarantor;

(c) If any representation or warranty made by Guarantor hereunder was false or misleading in any material respect as of the time made;

(d) If any of the following events occur with respect to Guarantor: (i) by order of a court of competent jurisdiction, a receiver, liquidator or trustee of Guarantor or of any of the property of Guarantor (other than non-material property and with respect to which the appointment hereinafter referred to would not materially adversely affect the financial condition of Guarantor) shall be appointed and shall not have been discharged within ninety (90) days; (ii) a petition in bankruptcy, insolvency proceeding or petition for reorganization shall have been filed against Guarantor and same is not withdrawn, dismissed, canceled or terminated within ninety (90) days; (iii) Guarantor is adjudicated bankrupt or insolvent or a petition for reorganization is granted (without regard for any grace period provided for herein); (iv) if there is an attachment or sequestration of any of the property of Guarantor and same is not discharged or bonded over within ninety (90) days; (v) if Guarantor files or consents to the filing of any petition in bankruptcy or commences or consents to the commencement of any proceeding under the Federal Bankruptcy Code or any other law, now or hereafter in effect, relating to the reorganization of Guarantor or the arrangement or readjustment of the debts of Guarantor; or (vi) if Guarantor shall make an assignment for the benefit of its creditors or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver, trustee or liquidator of Guarantor or of all or any material part of its property;

(e) If Guarantor ceases to do business or terminates its business for any reason whatsoever or shall cause or institute any proceeding for the dissolution of Guarantor; or

(f) Except on satisfaction of the Obligations and expiration of the Keep Well Obligation, if Guarantor attempts to withdraw, revoke or assert that the Guaranty is of no force or effect.

17. If any of the provisions of this Guaranty, or the application thereof to any Person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Guaranty, or the application of such provision or provisions to Persons or circumstances other

than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Guaranty shall be valid and enforceable to the fullest extent permitted by law.

18. This writing is intended by the parties hereto as a final expression of this Guaranty, and is intended to constitute a complete and exclusive statement of the term of the agreement among the parties hereto related to the subject matter hereof. There are no promises or conditions, expressed or implied, unless contained in this writing. No course of dealing, course of performance or trade usage, and no parol evidence of any nature, shall be used to supplement or modify the terms of this Guaranty. No amendment, modification, termination or waiver of any provision of this Guaranty, shall in any event be effective unless the same shall be in writing and signed by the City, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No waiver shall be implied from the City's delay in exercising or failing to exercise any right or remedy against Developer, Guarantor or any collateral given to secure the Obligations.

19. Notices shall be given as follows:

(a) Any notice, demand or other communication which any party may desire or may be required to give to any other party hereto shall be in writing delivered by (i) hand-delivery, (ii) a nationally recognized overnight courier, or (iii) mail (but excluding electronic mail, i.e., "**e-mail**") addressed to a party at its address set forth below, or to such other address as the party to receive such notice may have designated to all other parties by notice in accordance herewith:

If to City:	Mayor City of Springfield 36 Court Street, Room 210 Springfield, Massachusetts 01103
with copies to:	City Solicitor City of Springfield 36 Court Street Springfield, Massachusetts 01103
	And
	Chief Development Officer Springfield Redevelopment Authority 70 Tapley Street Springfield, Massachusetts 01104
If to Parent Company:	Bill Hornbuckle MGM Resorts International 3600 Las Vegas Boulevard South Las Vegas, NV 89109
with copies to:	Frank Fitzgerald, Esq.

Fitzgerald Attorneys At Law
46 Center Square
East Longmeadow, MA 01028

And

John McManus
Executive Vice President and General Counsel
MGM Resorts International
3600 S. Las Vegas Boulevard
Las Vegas, NV 89109

(b) Any such notice, demand or communication shall be deemed delivered and effective upon actual delivery.

20. Time is of the essence in performance of this Guaranty by Guarantor.

21. Guarantor's obligations under this Guaranty are in addition to its obligations under any other existing or future guaranties, each of which shall remain in full force and effect until it is expressly modified or released in a writing signed by the City. Guarantor's obligations under this Guaranty are independent of those of Developer under the Agreement.

22. The terms of this Guaranty shall bind and benefit the legal representatives, successors and assigns of the City and Guarantor; provided, however, that Guarantor may not assign this Guaranty, or assign or delegate any of its rights or obligations under this Guaranty, without the prior written consent of the City in each instance.

23. This Guaranty shall be governed by, and construed in accordance with, the local laws of the Commonwealth of Massachusetts without application of its law of conflicts principles.

24. If at any time during the Term, Guarantor is not a resident of the Commonwealth or has no officer, director, employee, or agent thereof available for service of process as a resident of the Commonwealth, or if any permitted assignee thereof shall be a foreign corporation, partnership or other entity or shall have no officer, director, employee, or agent available for service of process in the Commonwealth, Guarantor or its assignee hereby designates the Secretary of the Commonwealth, as its agent for the service of process in any court action between it and the City or arising out of or relating to this Guaranty and such service shall be made as provided by the laws of the Commonwealth for service upon a non-resident.]

25. Guarantor acknowledges that it expects to derive a benefit as a result of the Agreement because of its relationship to Developer, and that it is executing this Guaranty in consideration of that anticipated benefit.

26. The obligations of Guarantor under this Guaranty with respect to the Obligations set forth in Paragraph 1 hereof, shall terminate and be of no further force or effect (subject to reinstatement pursuant to Paragraph 11 hereof) upon the satisfaction of such Obligations set forth

in Paragraph 1 hereof and with respect to the Keep Well Obligation, shall terminate and be of no further force or effect upon the expiration of the Keep Well Period.

27. The City shall not issue a written release of Developer, other than as they may be compelled to do so by court order unless they issue a similar release of Guarantor.

28. Dispute Resolution:

(a) It is acknowledged by the parties hereto that a quick and efficient resolution of any dispute, claim, or controversy arising under or relating to this Guaranty, the breach, termination, or validity of this Guaranty, or the dealings between the parties or their successors, or with respect to any claim arising by virtue of any representations made by any party hereto (collectively, a "**Dispute**") is critical to the implementation of this Guaranty. In order to effectuate such intent, the parties hereto do hereby establish this dispute resolution procedure. All Disputes shall be subject to this Section, it being the intention of the parties hereto that all such Disputes be subject thereto regardless of any specific reference or absence of such reference as provided herein. No time bar defenses shall be available based upon the passage of time during any negotiation called for by this Section.

(b) Either party hereto shall give the other party written notice of any Dispute ("**Dispute Notice**") which Dispute Notice shall set forth the amount of loss, damage, and cost of expense claimed, if any.

(c) Within ten (10) Business Days of the Dispute Notice, the parties hereto shall meet to negotiate in good faith to resolve the Dispute.

(d) At any time, either party hereto may seek injunctive relief from the Court (as hereinafter defined). Subject to the arbitration provisions of this Section, it is the express intention of the parties hereto that the exclusive venue of all judicial actions of any notice whatsoever which relate in any way to this Agreement shall be filed in the Superior Court Department of the Trial Court sitting in the Hampden County Hall of Justice in the City, or the United States District Court sitting in the City (the "**Court**") in furtherance of arbitration of the Dispute.

(e) In the event the Dispute is unresolved within thirty (30) days of the Dispute Notice by good faith negotiations, the Dispute shall be arbitrated upon the filing by either party hereto of a written demand, with notice to the other party hereto, to the Judicial Arbitration and Mediation Service ("**JAMS**") (to the extent such rules are not inconsistent as provided for herein) in the City before a single arbitrator to be selected under JAMS selection process. Arbitration of the Dispute shall be governed by the then current commercial arbitration rules of JAMS. Within ten (10) days after receipt of written notice of the Dispute being brought to the arbitrator, each party hereto shall submit to the arbitrator a best and final settlement with respect to each issue submitted to the arbitrator and an accompanying statement of position containing supporting facts, documentation and data. Upon such Dispute being submitted to the arbitrator for resolution, the arbitrator shall assume exclusive jurisdiction over the Dispute, and shall utilize such consultants or experts as he shall deem appropriate under the circumstances to assist in the resolution of the Dispute, and will be required to make a final binding determination with a reasoned opinion, not subject to appeal, within forty-five (45) days of the date of submission. Nothing herein shall prevent either party hereto from seeking injunctive relief in Court to maintain the status quo in furtherance of arbitration.

(f) For each issue decided by the arbitrator, the arbitrator shall award the reasonable expenses of the proceeding, including reasonable attorneys' fees, to the prevailing party hereto with respect to such issue. The arbitrator in arriving at his decision shall consider the pertinent facts and circumstances as presented in evidence and be guided by the terms and provisions of this Guaranty and applicable law, and shall apply the terms of this Guaranty without adding to, modifying or changing the terms in any respect, and shall apply the laws of the Commonwealth to the extent such application is not inconsistent with this Guaranty.

(g) Any arbitration award may be entered as a judgment in the Court. A printed transcript of any such arbitration proceeding shall be kept and each of the parties hereto shall have the right to request a copy of such transcript, at its sole cost.

(h) The parties hereto agree that, in addition to monetary relief, the arbitrator may make an award of equitable relief including but not limited to a temporary, preliminary or permanent injunction and the parties hereto further agree that the arbitrator is empowered to enforce any of the provisions of this Guaranty.

EXHIBIT M

FORM OF CLOSING CERTIFICATE

Pursuant to Section 2.3 of that certain Host Community Agreement dated as of ____________, 20__ (the "**Agreement**"), by and among the City of Springfield, Massachusetts (the "**City**") and ________________________, (collectively, the "**Developer**"), the Developer hereby certifies to the City that:

(a) Certificate of Legal Existence. Attached hereto as "**Exhibit A**" is a true, correct and complete copy of the ______________________of the Developer, together with any and all amendments thereto, as on file with the any and all amendments thereto, as on file with the _________________, and no action has been taken to amend, modify or repeal such _________________, the same being in full force and effect in the attached form as of the date hereof.

(b) Limited Liability Agreement. Attached hereto as "**Exhibit B**" is a true, correct and complete copy of the Developer's limited liability agreement, together with any and all amendments thereto.

(c) Resolutions. Attached hereto as "**Exhibit C**" is a true and correct copy of the resolutions approving the execution, delivery and performance of the obligations of the Developer under the Agreement that have been duly adopted at a meeting of, or by the written consent of, the Developer, and none of such resolutions have been amended, modified, revoked or rescinded in any respect since their respective dates of execution, and all of such resolutions are in full force and effect on the date hereof in the form adopted.

(d) Incumbency. Attached hereto as "**Exhibit D**" is an incumbency certificate of the managers of the Developer, which individuals are duly elected, qualified and acting managers of the Developer, each such individual holding the office(s) set forth opposite his or her respective name as of the date hereof, and the signature set forth beside the respective name as of the date hereof, and the signature set forth beside the respective name and title of said managers and authorized signatories are true, authentic signatures.

(e) Certificate of Good Standing. Attached hereto as "**Exhibit E**" are original certificates dated as of a recent date from the _______________ or other appropriate authority of each jurisdiction in which the Developer was, respectively, incorporated or qualified to do business, such certificate evidencing the good standing of the Developer in such jurisdictions.

Dated as of: _________, 20__ [Insert Signature Block]

EXHIBIT N

FORM OF RELEASE*

This Release ("**Release**") is made as of this ___ day of _________, 20__, by _________________________, a _____________ and ________________ (collectively, the "**Releasor**"), having its office at ____ to and for the benefit of the City of Springfield, Massachusetts, a municipal corporation (the "**City**").

RECITALS

A. Releasor and the City have executed that certain Host Community Agreement dated _________________, 2013, as the same may from time to time be amended ("**Agreement**," with capitalized terms herein having the same meaning as therein defined, unless expressly otherwise defined herein), which Agreement sets forth the terms and conditions upon which Releasor has agreed to develop, construct, operate and maintain the Project.

B. The execution and delivery of this Release is required under the terms of the Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and in order to induce the City to execute and deliver the Agreement, Releasor acknowledging that, but for the execution and delivery of this Release, the City would not have entered into the Agreement with Releasor, hereby covenants and agrees as follows:

1. The Releasor and its successors and assigns, and on behalf of its affiliates and their successors and assigns, hereby release: (i) the City including all departments, agencies and commissions thereof; (ii) Shefsky & Froelich Ltd.; and (iii) their respective principals, agents, subcontractors, consultants, attorneys, advisors, employees, officers and directors (the "**Releasees**"), and hold each of them harmless from any damages, claims, rights, liabilities, or causes of action, which the Releasor ever had, now has, may have or claim to have, in law or in equity, against any or all of the Releasees, arising out of or directly or indirectly related to the (i) RFQ/P process and the selection and evaluation of proposals submitted in connection therewith; (ii) negotiation of the Agreement between the City and the Releasor; (iii) the negotiation of a host community agreement for a casino resort in the City between the City and any other party; (iv) the submission of the ballot question to the City's voters, or the conducting of the election related to such ballot question, as prescribed under Section 15(13) of the Act; (v) release or disclosure of any Information (as that term is defined in Exhibit A to the Phase II – Request for Qualifications/Request for Proposals, Bid No. 13-213, dated November 1, 2012) whether intentional or unintentional; and (vi) use of, investigation of, or processing of the Information (the "**Released Matters**"). This Release specifically excludes any liability arising from any fraud or intentional misrepresentation of the Releasees.

2. The Releasor and its successors and assigns, and on behalf of its affiliates and assigns will not ever institute any action or suit at law or in equity against any Releasee, nor

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* Separate forms modified as appropriate to be signed by Developer, and all direct or indirect owners of Developer (excluding any equity holders of any publicly held parent company).

institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for damages, costs, loss of services, expenses, or compensation for or on account of any of the Released Matters.

3. Releasor hereby represents and warrants that:

(a) it is duly organized, validly existing and in good standing under the applicable laws of the jurisdiction of its formation, with full power and authority to execute and deliver this Release;

(b) the execution and delivery of this Release: (1) have been duly authorized by all actions required under the terms and provisions of the instruments governing its existence ("**Governing Instruments**"), and the laws of the jurisdiction of its formation; (2) create legal, valid and binding obligations of it enforceable in accordance with the terms hereof, subject to the effect of any applicable bankruptcy, moratorium, insolvency, reorganization or other similar law affecting the enforceability of creditors' rights generally and to the effect of general principles of equity which may limit the availability of equitable remedies (whether in a proceeding at law or in equity); (3) subject to applicable law do not require the approval or consent of any Governmental Authority having jurisdiction over it, except those already obtained; and (4) do not and will not constitute a violation of, or default under, its Governing Instruments, any Government Requirements, agreement, commitment or instrument to which it is a party or by which any of its assets are bound, except for such violations or defaults under any Government Requirements, agreements, commitments or instruments that would not result in a material adverse change in the condition, financial or otherwise, or in the results of operations or business affairs of the Releasor and its subsidiaries, considered as one enterprise.

4. If any of the provisions of this Release, or the application thereof to any Person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Release, or the application of such provision or provisions to Persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Release shall be valid and enforceable to the fullest extent permitted by law.

5. No amendment, modification, termination or waiver of any provision of this Release, shall in any event be effective unless the same shall be in writing and signed by the City, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

6. This Release shall be governed by, and construed in accordance with, the local laws of the Commonwealth of Massachusetts without application of its law of conflicts principles.

7. Submission to Jurisdiction

(a) Releasor agrees that the sole and exclusive place, status and forum of this Release shall be the City, Hampden County, Massachusetts. All actions and legal proceedings which in any way relate to this Release shall be solely and exclusively brought, heard, conducted, prosecuted, tried and determined within the City, Hampden

County, Massachusetts. It is the express intention of the Releasor and the City that the exclusive venue of all legal actions and procedures of any nature whatsoever which related in any way to this Release shall be either the Superior Court Department of the Trial Court of the Commonwealth sitting in the Hampden County Hall of Justice in the City, or the United States District Court sitting in the City (the "**Court**").

(b) If Releasor is not a resident of the Commonwealth or has no officer, director, employee, or agent thereof available for service of process as a resident of the Commonwealth, Releasor hereby designates the Secretary of the Commonwealth, as its agent for the service of process in any court action between it and the City or arising out of or relating to this Release and such service shall be made as provided by the laws of the Commonwealth for service upon a non-resident.

EXHIBIT O

TYPES AND AMOUNTS OF INSURANCE

Type of Coverage	**Requirements**
Commercial General Liability Insurance (occurrence form)	Coverage shall include products liability, completed operations, liquor liability, garagekeepers legal liability, damage to rented premises, personal & advertising injury and blanket contractual liability. The policy shall have limits of at least US $1,000,000 per occurrence and US $2,000,000 per location aggregate for property damage and bodily injury.
Automobile Liability Insurance	US $1,000,000 combined single limit coverage each accident. This policy shall include coverage for loss due to bodily injury or death of any person, or property damage arising out of the ownership, maintenance, operation or use of any motor vehicle whether owned, non-owned, hired or leased.
Workers' Compensation Insurance	Limits as required by statute in the Commonwealth of Massachusetts covering all of Developer's personnel performing work or services in connection with this Agreement and the Project.
Employers' Liability Insurance	US $1,000,000 each accident and each employee for disease.
Umbrella and/or Excess Liability Insurance	US $300,000,000 each occurrence/aggregate.
Pollution Legal Liability Insurance	US $5,000,000 each occurrence/aggregate. The policy shall provide coverage for third-party bodily injury, property damage, cleanup costs and defense costs that arise in connection with this Agreement and the Project.

EXHIBIT P

FORM OF ESTOPPEL CERTIFICATE

[DATE]

[Name of Financial Institution] ("Addressee")
[Address of Financial Institution]
Attn:____________________

Re: Host Community Agreement between the City of Springfield, Massachusetts and [_______________] (collectively, the "**Developer**") dated _________, 2013 (the "**Agreement**")

Ladies and Gentlemen:

The undersigned, the City of Springfield, Massachusetts, a municipal corporation ("**City**"), provides this Estoppel Certificate ("**Certificate**") to you with respect to those matters and only those matters set forth herein concerning the above-referenced Agreement:

As of the date of this Certificate, the undersigned hereby certifies that to the undersigned's actual knowledge:

1. Attached hereto as Exhibit A is a true, accurate, and complete copy of the Agreement. The Agreement has not been amended except as set forth in Exhibit A.

2. The Agreement has not been terminated or canceled. The City has/has not sent to Developer notice in accordance with the terms of the Agreement alleging that the Developer is in default under the Agreement. **[If a notice has been sent, a copy is attached].**

3. The City has/has not received notice from Developer in accordance with the terms of the Agreement alleging that the City is in default under the Agreement. **[If a notice has been sent, a copy is attached].**

4. The Closing Date, as such term is defined in the Agreement, **[occurred , _________/has not occurred].**

Notwithstanding the representations herein, in no event shall this Certificate subject the City to any liability whatsoever, despite the negligent or otherwise inadvertent failure of the City to disclose correct or relevant information, or constitute a waiver with respect to any act of Developer for which approval by the City was required but not sought or obtained, provided that, as between the City and Addressee, the City shall be estopped from denying the accuracy of this Certificate. No party other than Addressee shall have the right to rely on this Certificate. In no event shall this Certificate amend or modify the Agreement, and the City shall not be estopped from denying the accuracy of this Certificate as between the City and any party other than the Addressee.

CITY OF SPRINGFIELD, MASSACHUSETTS,
a municipal corporation

By:______________________________
Name:___________________________
Title:____________________________

EXHIBIT Q

FORM OF PARENT COMPANY RADIUS RESTRICTION AGREEMENT

This Radius Restriction Agreement ("**RRA**") is made as of this ___ day of __________, 20__, by ____________________________, a ______________ ("**Parent Company**"), having its office at ____ to and for the benefit of the City of Springfield, Massachusetts, a municipal corporation (the "**City**").

RECITALS

A. ____________________, a ______________________ and __________________ (collectively, the "**Developer**") and the City have executed that certain Host Community Agreement dated __________________, 2013, as the same may from time to time be amended ("**Agreement**," with capitalized terms herein having the same meaning as therein defined, unless expressly otherwise defined herein), which Agreement sets forth the terms and conditions upon which Developer has agreed to develop, construct, operate and maintain the Project.

B. Parent Company, as the ultimate parent company of Developer, will benefit from the financial success of Developer.

C. The execution and delivery of this RRA is required under the terms of the Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and in order to induce the City to execute and deliver the Agreement, Parent Company, acknowledging that, but for the execution and delivery of this RRA, the City would not have entered into the Agreement with Developer, hereby covenants and agrees as follows:

1. Parent Company shall not, directly or indirectly: (i) manage, operate or become financially interested in any casino within the Restricted Area other than the Project for a period of ten (10) years from Operations Commencement; (ii) make application for any franchise, permit or license to manage or operate any casino within the Restricted Area other than the Project; or (iii) respond positively to any request for proposal to develop, manage, operate or become financially interested in any casino within the Restricted Area (the "**Radius Restriction**") other than the Project, provided however, that this Agreement shall not apply to internet based gaming.

2. If Parent Company acquires or is acquired by a Person such that, but for the provisions of this RRA, Parent Company or the acquiring Person would be in violation of the Radius Restriction as of the date of acquisition, then such party shall have five (5) years in which to comply with the Radius Restriction.

3. It is the desire of the parties hereto that the provisions of this RRA be enforced to the fullest extent permissible under the laws and public policies in each jurisdiction in which enforcement might be sought. Accordingly, if any particular portion of this RRA shall ever be adjudicated as invalid or unenforceable, or if the application thereof to any party or circumstance shall be adjudicated to be prohibited by or invalidated by such laws or public policies, such

section or sections shall be (i) deemed amended to delete therefrom such portions so adjudicated or (ii) modified as determined appropriate by such a court, such deletions or modifications to apply only with respect to the operation of such section or sections in the particular jurisdictions so adjudicating on the parties and under the circumstances as to which so adjudicated.

4. Parent Company hereby represents and warrants that:

(a) it is duly organized, validly existing and in good standing under the applicable laws of the jurisdiction of its formation, with full power and authority to execute and deliver this RRA and consummate the transactions contemplated hereby; and

(b) the execution and delivery of this RRA and the consummation and performance by it of the transactions contemplated hereby: (1) have been duly authorized by all actions required under the terms and provisions of the instruments governing its existence ("**Governing Instruments**") and the laws of the jurisdiction of its formation; (2) create legal, valid and binding obligations of it enforceable in accordance with the terms hereof, subject to the effect of any applicable bankruptcy, moratorium, insolvency, reorganization or other similar law affecting the enforceability of creditors' rights generally and to the effect of general principles of equity which may limit the availability of equitable remedies (whether in a proceeding at law or in equity); (3) subject to applicable law do not require the approval or consent of any Governmental Authority having jurisdiction over it, except those already obtained; and (4) do not and will not constitute a violation of, or default under, its Governing Instruments, any Government Requirements, agreement, commitment or instrument to which it is a party or by which any of its assets are bound, except for such violations or defaults under any Government Requirements, agreements, commitments or instruments that would not result in a material adverse change in the condition financial or otherwise, or in the results of operations or business affairs of the Restricted Owner and its subsidiaries, considered as one enterprise.

5. Parent Company covenants with the City as follows:

(a) none of the representations and warranties in this RRA contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein or herein not misleading;

(b) Parent Company shall give notice to the City promptly upon the occurrence of any Event of Default. Each notice pursuant to this subparagraph shall be accompanied by a statement setting forth details of the Event of Default referred to therein and stating what action Parent Company proposes to take with respect thereto; and

(c) Parent Company agrees, upon the reasonable request of the City, to do any act or execute any additional documents as may be reasonably required by the City to accomplish or further confirm the provisions of this RRA.

6. The City may declare Parent Company to be in default under this RRA upon the occurrence of any of the following events ("**Events of Default**").

(a) If Parent Company fails to comply with any covenants and agreements made by it in this RRA and such noncompliance continues for fifteen (15) days after written notice from the City, provided, however, that if any such noncompliance is reasonably susceptible of being cured within thirty (30) days, but cannot with due diligence be cured within fifteen (15) days, and if Parent Company commences to cure any noncompliance within said fifteen (15) days and diligently prosecutes the cure to completion, then Parent Company shall not during such period of diligently curing be in default hereunder as long as such default is completely cured within thirty (30) days of the first notice of such default to Parent Company; and

(b) If any representation or warranty made by Parent Company hereunder was false or misleading in any material respect as of the time made.

7. Remedies:

(a) Upon an Event of Default, the City shall have the right if it so elects to: (i) any and all remedies available at law or in equity; and/or (ii) institute and prosecute proceedings to enforce in whole or in part the specific performance of this RRA by Parent Company, and/or to enjoin or restrain Parent Company from commencing or continuing said breach, and/or to cause by injunction Parent Company to correct and cure said breach or threatened breach. None of the remedies enumerated herein is exclusive and nothing herein shall be construed as prohibiting the City from pursuing any other remedies at law, in equity or otherwise available to it under this RRA.

(b) The rights and remedies of the City whether provided by law or by this RRA, shall be cumulative, and the exercise by the City of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach, to the extent permitted by law. No waiver made by the City shall apply to obligations beyond those expressly waived in writing.

8. This writing is intended by the parties hereto as a final expression of this RRA, and is intended to constitute a complete and exclusive statement of the term of the agreement among the parties hereto. There are no promises or conditions, expressed or implied, unless contained in this writing. No course of dealing, course of performance or trade usage, and no parol evidence of any nature, shall be used to supplement or modify the terms of this RRA. No amendment, modification, termination or waiver of any provision of this RRA, shall in any event be effective unless the same shall be in writing and signed by the City, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

9. Notices shall be given as follows:

(a) Any notice, demand or other communication which any party may desire or may be required to give to any other party hereto shall be in writing delivered by (i) hand-delivery, (ii) a nationally recognized overnight courier, or (iii) mail (but excluding electronic mail, i.e., "**e-mail**") addressed to a party at its address set forth below, or to such other address as the party to receive such notice may have designated to all other parties by notice in accordance herewith:

If to City:	Mayor City of Springfield 36 Court Street, Room 210 Springfield, Massachusetts 01103
with copies to:	City Solicitor City of Springfield 36 Court Street Springfield, Massachusetts 01103
	and
	Chief Development Officer Springfield Redevelopment Authority 70 Tapley Street Springfield, Massachusetts 01104
If to Parent Company:	Bill Hornbuckle MGM Resorts International 3600 Las Vegas Boulevard South Las Vegas, NV 89109
with copies to:	Frank Fitzgerald, Esq. Fitzgerald Attorneys At Law 46 Center Square East Longmeadow, MA 01028
	and
	John McManus Executive Vice President and General Counsel MGM Resorts International 3600 S. Las Vegas Boulevard Las Vegas, NV 89109

(b) Any such notice, demand or communication shall be deemed delivered and effective upon actual delivery.

10. Time is of the essence in performance of this RRA by Parent Company.

11. The terms of this RRA shall bind and benefit the legal representatives, successors and assigns of the City and Parent Company.

12. This RRA shall be governed by, and construed in accordance with, the local laws of the Commonwealth of Massachusetts without application of its law of conflicts principles.

13. If at any time, Parent Company is not a resident of the Commonwealth or has no officer, director, employee, or agent thereof available for service of process as a resident of the Commonwealth, or if any permitted assignee thereof shall be a foreign corporation, partnership or other entity or shall have no officer, director, employee, or agent available for service of process in the Commonwealth, Parent Company or its assignee hereby designates the Secretary of the Commonwealth, as its agent for the service of process in any court action between it and the City or arising out of or relating to this RRA and such service shall be made as provided by the laws of the Commonwealth for service upon a non-resident.

14. Parent Company acknowledges that it expects to derive a benefit as a result of the Agreement to Developer because of its relationship to Developer, and that it is executing this RRA in consideration of that anticipated benefit.

15. Dispute Resolution:

(a) It is acknowledged by the parties hereto that a quick and efficient resolution of any dispute, claim, or controversy arising under or relating to this RRA, the breach, termination, or validity of this RRA, or the dealings between the parties or their successors, or with respect to any claim arising by virtue of any representations made by any party hereto (collectively, a "**Dispute**") is critical to the implementation of this RRA. In order to effectuate such intent, the parties hereto do hereby establish this dispute resolution procedure. All Disputes shall be subject to this Section, it being the intention of the parties hereto that all such Disputes be subject thereto regardless of any specific reference or absence of such reference as provided herein. No time bar defenses shall be available based upon the passage of time during any negotiation called for by this Section.

(b) Either party hereto shall give the other party written notice of any Dispute ("**Dispute Notice**") which Dispute Notice shall set forth the amount of loss, damage, and cost of expense claimed, if any.

(c) Within ten (10) Business Days of the Dispute Notice, the parties hereto shall meet to negotiate in good faith to resolve the Dispute.

(d) At any time, either party hereto may seek injunctive relief from the Court (as hereinafter defined). Subject to the arbitration provisions of this Section, it is the express intention of the parties hereto that the exclusive venue of all judicial actions of any notice whatsoever which relate in any way to this Agreement shall be filed in the Superior Court Department of the Trial Court sitting in the Hampden County Hall of Justice in the City, or the United States District Court sitting in the City (the "Court") in furtherance of arbitration of the Dispute.

(e) In the event the Dispute is unresolved within thirty (30) days of the Dispute Notice by good faith negotiations, the Dispute shall be arbitrated upon the filing by either party hereto of a written demand, with notice to the other party hereto, to the Judicial Arbitration and Mediation Service ("**JAMS**") (to the extent such rules are not inconsistent as provided for herein) in the City before a single arbitrator to be selected under JAMS selection process. Arbitration of the Dispute shall be governed by the then current commercial arbitration rules of JAMS. Within ten (10) days after receipt of written notice of the Dispute being brought to the arbitrator, each party hereto shall submit to the arbitrator a best and final settlement with respect to each issue submitted to the arbitrator and an accompanying statement of position containing supporting facts, documentation and data. Upon such Dispute being submitted to the arbitrator for resolution, the arbitrator shall assume exclusive jurisdiction over the Dispute, and shall utilize such consultants or experts as he shall deem appropriate under the circumstances to assist in the resolution of the Dispute, and will be required to make a final binding determination with a reasoned opinion, not subject to appeal, within forty-five (45) days of the date of submission. Nothing herein shall prevent either party hereto from seeking injunctive relief in Court to maintain the status quo in furtherance of arbitration.

(f) For each issue decided by the arbitrator, the arbitrator shall award the reasonable expenses of the proceeding, including reasonable attorneys' fees, to the prevailing party hereto with respect to such issue. The arbitrator in arriving at his decision shall consider the pertinent facts and circumstances as presented in evidence and be guided by the terms and provisions of this RRA and applicable law, and shall apply the terms of this RRA without adding to, modifying or changing the terms in any respect, and shall apply the laws of the Commonwealth to the extent such application is not inconsistent with this RRA.

(g) Any arbitration award may be entered as a judgment in the Court. A printed transcript of any such arbitration proceeding shall be kept and each of the parties hereto shall have the right to request a copy of such transcript, at its sole cost.

(h) The parties hereto agree that, in addition to monetary relief, the arbitrator may make an award of equitable relief including but not limited to a temporary, preliminary or permanent injunction and the parties hereto further agree that the arbitrator is empowered to enforce any of the provisions of this RRA.

EXHIBIT R

FORM OF RESTRICTED PARTY RADIUS RESTRICTION AGREEMENT

This Radius Restriction Agreement ("**RRA**") is made as of this ___ day of _________, 20__, by _________________________, a _____________ ("**Restricted Party**"), having its office at ____ to and for the benefit of the City of Springfield, Massachusetts, a municipal corporation (the "**City**").

RECITALS

A. __________________, a ____________________ and ________________, (collectively, the "**Developer**") and the City have executed that certain Host Community Agreement dated ________________, 2013, as the same may from time to time be amended ("**Agreement**," with capitalized terms herein having the same meaning as therein defined, unless expressly otherwise defined herein), which Agreement sets forth the terms and conditions upon which Developer has agreed to develop, construct, operate and maintain the Project.

B. Restricted Party will benefit from the financial success of Developer.

C. The execution and delivery of this RRA is required under the terms of the Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and in order to induce the City to execute and deliver the Agreement, Restricted Party, acknowledging that, but for the execution and delivery of this RRA, the City would not have entered into the Agreement with Developer, hereby covenants and agrees as follows:

1. Restricted Party shall not, directly or indirectly: (i) manage, operate or become financially interested in any casino within the Restricted Area other than the Project for a period of ten (10) years from Operations Commencement; (ii) make application for any franchise, permit or license to manage or operate any casino within the Restricted Area other than the Project; or (iii) respond positively to any request for proposal to develop, manage, operate or become financially interested in any casino within the Restricted Area (the "**Radius Restriction**") other than the Project; provided however, that this Agreement shall not apply to internet based gaming.

2. If Restricted Party acquires or is acquired by a Person such that, but for the provisions of this RRA, Restricted Party or the acquiring Person would be in violation of the Radius Restriction as of the date of acquisition, then such party shall have five (5) years in which to comply with the Radius Restriction.

3. It is the desire of the parties hereto that the provisions of this RRA be enforced to the fullest extent permissible under the laws and public policies in each jurisdiction in which enforcement might be sought. Accordingly, if any particular portion of this RRA shall ever be adjudicated as invalid or unenforceable, or if the application thereof to any party or circumstance shall be adjudicated to be prohibited by or invalidated by such laws or public policies, such section or sections shall be (i) deemed amended to delete therefrom such portions so adjudicated

or (ii) modified as determined appropriate by such a court, such deletions or modifications to apply only with respect to the operation of such section or sections in the particular jurisdictions so adjudicating on the parties and under the circumstances as to which so adjudicated.

4. Restricted Party hereby represents and warrants that:

(a) it is duly organized, validly existing and in good standing under the applicable laws of the jurisdiction of its formation, with full power and authority to execute and deliver this RRA and consummate the transactions contemplated hereby; and

(b) the execution and delivery of this RRA and the consummation and performance by it of the transactions contemplated hereby: (1) have been duly authorized by all actions required under the terms and provisions of the instruments governing its existence ("**Governing Instruments**") and the laws of the jurisdiction of its formation; (2) create legal, valid and binding obligations of it enforceable in accordance with the terms hereof, subject to the effect of any applicable bankruptcy, moratorium, insolvency, reorganization or other similar law affecting the enforceability of creditors' rights generally and to the effect of general principles of equity which may limit the availability of equitable remedies (whether in a proceeding at law or in equity); (3) subject to applicable law do not require the approval or consent of any Governmental Authority having jurisdiction over it, except those already obtained; and (4) do not and will not constitute a violation of, or default under, its Governing Instruments, any Government Requirements, agreement, commitment or instrument to which it is a party or by which any of its assets are bound, except for such violations or defaults under any Government Requirements, agreements, commitments or instruments that would not result in a material adverse change in the condition financial or otherwise, or in the results of operations or business affairs of the Restricted Owner and its subsidiaries, considered as one enterprise.

5. Restricted Party covenants with the City as follows:

(a) none of the representations and warranties in this RRA contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein or herein not misleading; and

(b) Restricted Party shall give notice to the City promptly upon the occurrence of any Event of Default. Each notice pursuant to this subparagraph shall be accompanied by a statement setting forth details of the Event of Default referred to therein and stating what action Restricted Party proposes to take with respect thereto.

(c) Restricted Party agrees, upon the reasonable request of the City, to do any act or execute any additional documents as may be reasonably required by the City to accomplish or further confirm the provisions of this RRA.

6. The City may declare Restricted Party to be in default under this RRA upon the occurrence of any of the following events (each, an "**Event of Default**", and collectively, "**Events of Default**").

(a) If Restricted Party fails to comply with any covenants and agreements made by it in this RRA and such noncompliance continues for fifteen (15) days after written notice from the City, provided, however, that if any such noncompliance is reasonably susceptible of being cured within thirty (30) days, but cannot with due diligence be cured within fifteen (15) days, and if Restricted Party commences to cure any noncompliance within said fifteen (15) days and diligently prosecutes the cure to completion, then Restricted Party shall not during such period of diligently curing be in default hereunder as long as such default is completely cured within thirty (30) days of the first notice of such default to Restricted Party; and

(b) If any representation or warranty made by Restricted Party hereunder was false or misleading in any material respect as of the time made.

7. Remedies:

(a) Upon an Event of Default, the City shall have the right if it so elects to: (i) any and all remedies available at law or in equity; and/or (ii) institute and prosecute proceedings to enforce in whole or in part the specific performance of this RRA by Restricted Party, and/or to enjoin or restrain Restricted Party from commencing or continuing said breach, and/or to cause by injunction Restricted Party to correct and cure said breach or threatened breach. None of the remedies enumerated herein is exclusive and nothing herein shall be construed as prohibiting the City from pursuing any other remedies at law, in equity or otherwise available to it under this RRA.

(b) The rights and remedies of the City whether provided by law or by this RRA, shall be cumulative, and the exercise by the City of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach, to the extent permitted by law. No waiver made by the City shall apply to obligations beyond those expressly waived in writing.

8. This writing is intended by the parties hereto as a final expression of this RRA, and is intended to constitute a complete and exclusive statement of the term of the agreement among the parties hereto. There are no promises or conditions, expressed or implied, unless contained in this writing. No course of dealing, course of performance or trade usage, and no parol evidence of any nature, shall be used to supplement or modify the terms of this RRA. No amendment, modification, termination or waiver of any provision of this RRA, shall in any event be effective unless the same shall be in writing and signed by the City, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

9. Notices shall be given as follows:

Any notice, demand or other communication which any party may desire or may be required to give to any other party hereto shall be in writing delivered by (i) hand-delivery, (ii) a nationally recognized overnight courier, or (iii) mail (but excluding electronic mail, i.e., "**e-mail**") addressed to a party at its address set forth below, or to such other address as the party to receive such notice may have designated to all other parties by notice in accordance herewith:

If to City:	Mayor City of Springfield 36 Court Street, Room 210 Springfield, Massachusetts 01103
with copies to:	City Solicitor City of Springfield 36 Court Street Springfield, Massachusetts 01103
	and
	Chief Development Officer Springfield Redevelopment Authority 70 Tapley Street Springfield, Massachusetts 01104
If to Parent Company:	Bill Hornbuckle MGM Resorts International 3600 Las Vegas Boulevard South Las Vegas, NV 89109
with copies to:	Frank Fitzgerald, Esq. Fitzgerald Attorneys At Law 46 Center Square East Longmeadow, MA 01028
	and
	John McManus Executive Vice President and General Counsel MGM Resorts International 3600 S. Las Vegas Boulevard Las Vegas, NV 89109

(b) Any such notice, demand or communication shall be deemed delivered and effective upon actual delivery.

10. Time is of the essence in performance of this RRA by Restricted Party.

11. The terms of this RRA shall bind and benefit the legal representatives, successors and assigns of the City and Restricted Party.

12. This RRA shall be governed by, and construed in accordance with, the local laws of the Commonwealth of Massachusetts without application of its law of conflicts principles.

13. If at any time, Restricted Party is not a resident of the Commonwealth or has no officer, director, employee, or agent thereof available for service of process as a resident of the Commonwealth, or if any permitted assignee thereof shall be a foreign corporation, partnership or other entity or shall have no officer, director, employee, or agent available for service of process in the Commonwealth, Restricted Party or its assignee hereby designates the Secretary of the Commonwealth, as its agent for the service of process in any court action between it and the City or arising out of or relating to this RRA and such service shall be made as provided by the laws of the Commonwealth for service upon a non-resident.

14. Restricted Party acknowledges that it expects to derive a benefit as a result of the Agreement to Developer because of its relationship to Developer, and that it is executing this RRA in consideration of that anticipated benefit.

15. Dispute Resolution:

(a) It is acknowledged by the parties hereto that a quick and efficient resolution of any dispute, claim, or controversy arising under or relating to this RRA, the breach, termination, or validity of this RRA, or the dealings between the parties or their successors, or with respect to any claim arising by virtue of any representations made by any party hereto (collectively, a "**Dispute**") is critical to the implementation of this RRA. In order to effectuate such intent, the parties hereto do hereby establish this dispute resolution procedure. All Disputes shall be subject to this Section, it being the intention of the parties hereto that all such Disputes be subject thereto regardless of any specific reference or absence of such reference as provided herein. No time bar defenses shall be available based upon the passage of time during any negotiation called for by this Section.

(b) Either party hereto shall give the other party written notice of any Dispute ("**Dispute Notice**") which Dispute Notice shall set forth the amount of loss, damage, and cost of expense claimed, if any.

(c) Within ten (10) Business Days of the Dispute Notice, the parties hereto shall meet to negotiate in good faith to resolve the Dispute.

(d) At any time, either party hereto may seek injunctive relief from the Court (as hereinafter defined). Subject to the arbitration provisions of this Section, it is the express intention of the parties hereto that the exclusive venue of all judicial actions of any notice whatsoever which relate in any way to this Agreement shall be filed in the Superior Court Department of the Trial Court sitting in the Hampden County Hall of Justice in the City, or the United States District Court sitting in the City (the "Court") in furtherance of arbitration of the Dispute.

(e) In the event the Dispute is unresolved within thirty (30) days of the Dispute Notice by good faith negotiations, the Dispute shall be arbitrated upon the filing by either party hereto of a written demand, with notice to the other party hereto, to the Judicial Arbitration and Mediation Service ("**JAMS**") (to the extent such rules are not inconsistent as provided for herein) in the City before a single arbitrator to be selected under JAMS selection process. Arbitration of the Dispute shall be governed by the then current commercial arbitration rules of JAMS. Within ten (10) days after receipt of written notice of the Dispute being brought to the arbitrator, each party hereto shall submit to the arbitrator a best and final settlement with respect to each issue submitted to the arbitrator and an accompanying statement of position containing supporting facts, documentation and data. Upon such Dispute being submitted to the arbitrator for resolution, the arbitrator shall assume exclusive jurisdiction over the Dispute, and shall utilize such consultants or experts as he shall deem appropriate under the circumstances to assist in the resolution of the Dispute, and will be required to make a final binding determination with a reasoned opinion, not subject to appeal, within forty-five (45) days of the date of submission. Nothing herein shall prevent either party hereto from seeking injunctive relief in Court to maintain the status quo in furtherance of arbitration.

(f) For each issue decided by the arbitrator, the arbitrator shall award the reasonable expenses of the proceeding, including reasonable attorneys' fees, to the prevailing party hereto with respect to such issue. The arbitrator in arriving at his decision shall consider the pertinent facts and circumstances as presented in evidence and be guided by the terms and provisions of this RRA and applicable law, and shall apply the terms of this RRA without adding to, modifying or changing the terms in any respect, and shall apply the laws of the Commonwealth to the extent such application is not inconsistent with this RRA.

(g) Any arbitration award may be entered as a judgment in the Court. A printed transcript of any such arbitration proceeding shall be kept and each of the parties hereto shall have the right to request a copy of such transcript, at its sole cost.

(h) The parties hereto agree that, in addition to monetary relief, the arbitrator may make an award of equitable relief including but not limited to a temporary, preliminary or permanent injunction and the parties hereto further agree that the arbitrator is empowered to enforce any of the provisions of this RRA.

EXHIBIT S

FORM OF NOTICE OF AGREEMENT

THIS INSTRUMENT WAS
PREPARED BY AND AFTER
RECORDING MAIL TO:

Attorney Edward M. Pikula
City of Springfield Law Department
36 Court Street
Springfield, MA 01103

And

Attorney Frank P. Fitzgerald
Fitzgerald Attorneys at Law, P.C.
46 Center Square
East Longmeadow, MA 01028

NOTICE OF AGREEMENT[2]

THIS NOTICE OF AGREEMENT (this "**Notice**"), dated as of the ____ day of ______, ____, is made by and among the City of Springfield, Massachusetts, a municipal corporation (the "**City**"), and ______________________, a Massachusetts limited liability company (collectively, the "**Developer**").

RECITALS

A. The City selected Developer to develop, construct and operate a destination resort casino complex pursuant to a certain two phase Request for Qualifications/Proposals issued by the City;

B. The City and the Developer entered into that certain Host Community Agreement dated ___________, 2013, (the "**Agreement**") which sets forth their mutual rights and obligations with respect to the development, construction and operation of a destination resort casino complex; and

C. The City and Developer desire to set forth certain terms and provisions contained in the Agreement in this Notice for recording purposes.

NOW, THEREFORE, for and in consideration of the premises and the covenants and conditions set forth in the Agreement, the City and Developer do hereby covenant, promise and agree as follows:

[2] This Notice may be re-executed at such time as an Affiliate of Developer takes title to the Project Site.

1. Capitalized terms used herein which are not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

2. Developer, or its Affiliate own or have enforceable rights to acquire the Project Site on which the Project is to be developed, constructed and operated.

3. A description of the Project Site is attached hereto as Exhibit 1 and by this reference made a part hereof.

4. The Project and its operations are subject to the terms and conditions set forth in the Agreement, including but not limited to restrictions on Transfer as defined in the Agreement.

Blue Tarp reDevelopment, LLC, a Massachusetts limited liability company

By: ______________________________
Its: ______________________________

The City Of Springfield, Massachusetts, a municipal corporation

By: ______________________________
Its: ______________________________

______________________________, a
Massachusetts limited liability company,

By: ______________________________

Its: ______________________________

COMMONWEALTH OF MASSACHUSETTS)
) SS
COUNTY OF HAMPDEN)

I, ________________________, a Notary Public in and for said County, in the Commonwealth aforesaid, DO HEREBY CERTIFY, that ____________________, personally known to me to be the ______________________ of ______________________, a Massachusetts limited liability company, whose name is subscribed to the within Instrument, appeared before me this day in person and acknowledged that as such ________________________ s/he signed and delivered the said Instrument of writing as his/her free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this ____ day of __________________, 2013.

____
Notary Public

My Commission Expires:

____

COMMONWEALTH OF MASSACHUSETTS)
) SS
COUNTY OF HAMPDEN)

I, ________________________, a Notary Public in and for said County, in the Commonwealth aforesaid, DO HEREBY CERTIFY, that ________________________, personally known to me to be the ________________________ of The City of Springfield, Massachusetts, a municipal corporation, whose name is subscribed to the within Instrument, appeared before me this day in person and acknowledged that as such ________________________ s/he signed and delivered the said Instrument of writing as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this ____ day of __________________, 2013.

____
Notary Public

My Commission Expires:

____

EXHIBIT 1

LEGAL DESCRIPTION OF PROJECT SITE

See property description in Exhibit H (Project Site). Survey to be completed.

EXHIBIT T

TAX AFFIDAVIT

TO BE INCLUDED IN ALL SPECIFICATIONS

COMPLIANCE WITH FEDERAL, COMMONWEALTH OF MASSACHUSETTS, AND CITY OF SPRINGFIELD TAX LAWS.

A. COMPLIANCE WITH TAX LAWS

The contractor must be in compliance at the time it submits its bid and afterwards if selected as the contractor, with all Federal, Commonwealth of Massachusetts and City of Springfield tax laws, the contractor will be disqualified from the bidding procedure.

B. TAX CERTIFICATION AFFIDAVIT.

The contractor must complete and return the Tax Certification Affidavit with the contractor's bid/proposal. Failure to complete and return the Tax Certification Affidavit will disqualify the contractor from the bidding procedure.

C. VERIFICATION OF COMPLIANCE WITH FEDERAL AND MASSACHUSETTS TAX LAWS.

If the City of Springfield discovers that the contractor is not in compliance with Federal or Massachusetts tax laws, the contractor shall be excluded from the bidding procedure.

D. COMPLIANCE WITH THE CITY OF SPRINGFIELD TAXES.

If the City of Springfield discovers that the contractor owes the City of Springfield any assessments, excise, property or other taxes, including any penalties and interest thereon, the contractor shall be excluded from the bidding procedure.

The contractor at all times during the term of an awarded contract shall observe and abide by all Federal, Commonwealth of Massachusetts and City of Springfield tax laws and remain in compliance with such laws, all as amended.

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

______________________	______________________	______________________
Individual Social Security Number	State Identification Number	Federal Identification Number

Company:____

P.O. Box (if any): ______________________ **Street Address Only:**______________________

City/State/Zip Code: ______________________________________

Telephone #:______________________ **Fax #:**______________________

List address(es) of all other property owned by company in Springfield:

Please Identify if the bidder/proposer is a:

Corporation	_______		
Individual	_______	**Name of Individual:**	______________
Partnership	_______	**Names of all Partners:**	______________
Limited Liability Company	_______	**Names of all Managers:**	______________
Limited Liability Partnership	_______	**Names of all Partners:**	______________
Limited Partnership		**Names of all General Partners:**	

You must complete the following certifications and have the signature(s) notarized on the lines below. Any certification that does not apply to you, write N/A in the blanks provided.

FEDERAL TAX CERTIFICATION

I, ______________ certify under the pains and penalties of perjury that ______________, to my best knowledge and
(authorized agent) (Bidder/Proposer)
belief, has/have complied with all **United States Federal taxes** required by law.

Date:______________

______________ ______________
Bidder/Proposer/Contracting Entity Authorized Person's Signature

CITY OF SPRINGFIELD TAX CERTIFICATION

I, ______________ certify under the pains and penalties of perjury that ______________, to my best knowledge and
(authorized agent) (Bidder/Proposer)
belief, has/have complied with all **City of Springfield taxes** required by law (has/have entered into a Payment Agreement with the City).

Date:______________

______________ ______________
Bidder/Proposer/Contracting Entity Authorized Person's Signature

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

Pursuant to M.G.L. c. 62C §49A, I, ______________ certify under the pains and penalties of perjury that ______________
(authorized agent) (Bidder/Proposer)
to my best knowledge and belief, has/have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Date:______________

______________ ______________
Bidder/Proposer/Contracting Entity Authorized Person's Signature

Notary Public

STATE OF ______________________________ ______________, 2013
COUNTY OF ____________________________ ss.

Then personally appeared before me [name] __________________________, [title] __________________ of [company name] ____________________________, being duly sworn, and made oath that he/she has read the foregoing document, and knows the contents thereof; and that the facts stated therein are true of his/her own knowledge, and stated the foregoing to be his/her free act and deed and the free act and deed of [company name] ________________________.

____
Notary Public

My commission expires: ____

YOU MUST FILL THIS FORM OUT COMPLETELY AND, SIGNATURES MUST BE NOTARIZED ON THIS FORM AND YOU MUST FILE THIS FORM WITH YOUR BID/CONTRACT.

EXHIBIT U

SECTION 6A AGREEMENT

1. Aggregate annual 121A payments shall be $17.6 million (the "**Fixed Payment**"), plus (a) an adjustment set forth below and (b) a payment based on Gross Revenue as set forth below.

2. The Prepayments shall be credited against Section 6A payments in seven (7) equal annual amounts commencing with the first Casino Year and for each Casino year thereafter.

3. The Fixed Payment shall be subject to an adjustment equal to Two and One-Half Percent (2.5%) commencing in 2024 through and including 2040; increasing to Two and Three Quarters Percent (2.75%) in 2041 through and including 2042; and decreasing to Two and 275/1000 Percent (2.275%) in 2043. Thereafter there shall be no further adjustments. The timing of payments as set forth in this paragraph assumes Operations Commencement occurs in the City's fiscal year 2017. To the extent Operations Commencement occurs in a different fiscal year of the City, such dates shall be correspondingly adjusted.

4. In addition to the Fixed Payment, the 121A payments shall include an annual amount during each Casino Year equal to (a) One-Eighth of One Percent (0.125%) of Developer's Gross Revenue until Developer's aggregate Gross Revenue for such Casino Year equals $400 million and (b) One Percent (1%) of Developer's daily Gross Revenue in excess of $400 million.

5. The excise portion of the Section 121A payments shall be due and payable commencing March 1, and the Section 6A payments shall be due and payable commencing April 1 of the year in which Operations Commencement occurs, prorated for the City's fiscal year.

6. The term of the Section 6A Agreement shall be Forty (40) years commencing from Operations Commencement.

7. The Section 6A Agreement is not assignable except in connection with a Transfer.

8. Developer shall waive its rights to make a claim to abate taxes on the Project Site assessed prior to the date Section 121A payments become due and payable.

C#20131059

SECOND AMENDMENT TO THE HOST COMMUNITY AGREEMENT BY AND BETWEEN CITY OF SPRINGFIELD, MASSACHUSETTS AND BLUE TARP REDEVELOPMENT, LLC

This Amendment dated February __, 2016 is made to the Host Community Agreement By and Between City of Springfield, Massachusetts and Blue Tarp reDevelopment, LLC (the "Agreement") as of May 14, 2013 as amended.

WHEREAS, the City of Springfield Massachusetts and Blue Tarp reDevelopment, LLC (collectively referred to as the "Parties")[1] *wish to amend the Agreement as further provided below;*

NOW THEREFORE, for good and valuable consideration the Agreement is hereby amended as follows:

*(1) **Section 1** to the Agreement shall be amended by deletion of the existing definitions (dd), (tt) and (qqq) and insertion in place thereof the following definitions:*

(dd) **"Construction Completion Date"** means the date occurring the later of (i) August 6, 2018 or (ii) the date on which Milestone No. 3 – Full Beneficial Use of the I-91 Viaduct (as outlined in Mass DOT Project Summary – Springfield I-91 Viaduct Deck Replacement #607731) is achieved.

(tt) **"Final Completion Date"** means the date occurring no later than thirty (30) days following the Construction Completion Date.

(qqq) **"Operations Commencement Date"** means the date occurring no later thirty (30) days following the Construction Completion Date.

*(2) Sentence five (5) of **Section 3** to the Agreement shall be amended and replaced in its entirety as follows:*

To determine compliance with the Concept Design Documents and the Project Description, Developer shall submit the following to the City: (i) no later than six (6) months following the issuance by the Commission of a Category 1 license to Developer having no material conditions that are unacceptable to Developer, final Project design documents; (ii) no later than November 7, 2016, fifty percent (50%) construction documents for the Project, and (iii) no later than April 7, 2017, ninety-five percent (95%) construction documents for the Project.

*(3) The last sentence of **Section 3.5** to the Agreement shall be amended and replaced in its entirety as follows:*

No earlier than July 2, 2015 and no later than August 31, 2015, Developer shall make a prepayment to the City of Four Million Dollars ($4,000,000); no earlier than October 2, 2015 and no later than November 2, 2015, Developer shall make a prepayment to the City of Three Million Dollars ($3,000,000); no earlier than October 2, 2016 and no later than October 31, 2016, Developer shall make a prepayment to the City of Three Million Dollars ($3,000,000); and no earlier than October 2, 2017 and no later than October 31, 2017, Developer shall make a prepayment to the City of Three Million Dollars ($3,000,000) collectively (the "**Prepayments**").

[1] MGM Springfield reDevelopment, LLC executed a Joinder to the Agreement.

*(4) **Paragraph 1** in **Exhibit A** to the Agreement shall be amended and replaced in its entirety as follows:*

1. No later than May 8, 2017, Two Million Five Hundred Thousand Dollars ($2,500,000).

*(5) **Exhibit A** to the Agreement shall be amended by adding the following paragraph after paragraph 3:*

4. No later than October 31, 2017, One Million Dollars ($1,000,000) to be used to assist in the funding of new and innovative additional methods to deploy public safety resources in the general area bounded Southerly by Main Street at the intersection of Mill Street; Westerly by West Columbus Avenue; Northerly by Liberty Street, and Easterly by Dwight Street, in a variety of ways, to ensure maximum police visibility in such area and to enable officers to provide quick response times to calls for service in such area. Expenditures may include, without limitation, expenses for enhanced police technology, infrastructure, supportive equipment, and personnel services, as well as additional resources for the dissemination of information to the public.

*(6) **Paragraph 6** in **Exhibit C** to the Agreement shall be amended and replaced in its entirety as follows*

Developer shall exercise its best efforts to ensure that at least Fifty Million Dollars ($50,000,000) of its annual biddable goods and services are prioritized for local procurement, meaning principally Springfield, but including the surrounding Greater Springfield Area, meaning Hampden, Hampshire, Franklin and Berkshire Counties. Such local businesses shall not be guaranteed any awards but shall be given preferential consideration if all other aspects of the respective bid responses are competitive with non-local businesses.

*(7) **Paragraph 7(a)** in **Exhibit C** to the Agreement shall be amended and replaced in its entirety as follows:*

"City Resident" means any person for whom the principal place of residence is within the City as of the date of such person's hire. However, if any such person's residency occurs within three (3) months of the date of such hire as a result Developer's prior express agreement to hire, such person shall not be considered a "City Resident" under this definition unless such person had previously resided in the City for at least one (1) year. The intent of this provision is to create an incentive for those individuals who may have left the area to return to Springfield. Proof of residence may include, but is not limited to, the following: a valid Massachusetts driver's license indicating a City permanent residence, utility bills, proof of voter registration within the City or such other proof indicating a permanent residence within the City.

*(8) **Paragraph 1** in **Exhibit E** to the Agreement shall be amended and replaced in its entirety as follows:*

1. Traffic Improvements

The Developer shall implement or fully fund, as applicable, on a timely basis according to a schedule agreed to by the City and not later than the Construction Completion Date (except for those measures that by their terms extend beyond the Construction Completion Date) the transportation mitigation measures provided by the Commission's findings issued pursuant to M.G.L. c. 23K and M.G.L. c. 30 § 61 dated December 22, 2015 and by the individual M.G.L. c. 30 § 61 findings for each other state agency with jurisdiction to issue any state permit for the Project (collectively, the "Section 61 Findings"), as the same may be modified from time to time by the Commission and such other state agency in accordance with the terms and provisions of the Section 61 Findings.

*(9) **Paragraph 2(b)** in **Exhibit E** to the Agreement shall be amended and replaced in its entirety as follows:*

(b) In lieu of Developer's obligations in Paragraph 2(a) above, the SRA shall have the right to require that Developer shall enter into an agreement with the SRA to make fifteen (15) annual payments to the SRA of Five Hundred Thousand Dollars ($500,000) each, with the first such annual payment commencing not later than August 8, 2016 and on each anniversary date thereof until fully paid.

*(10) **Paragraph 3** in **Exhibit E** to the Agreement shall be amended and replaced in its entirety as follows:*

3. <u>Riverfront Park</u>

No later than August 8, 2016, the Developer shall provide the City with a grant of One Million Dollars ($1,000,000) to be used by the City to fund improvements at Riverfront Park.

*(11) The first three (3) words in **Paragraph 6** in **Exhibit E** to the Agreement shall be amended and replaced in their entirety with "Upon Operations Commencement".*

*(12) **Paragraph 8(a)** in **Exhibit E** to the Agreement shall be amended by deleting the number "3,000" and replacing it with the number "5,000".*

*(13) **Exhibit E** to the Agreement shall be amended by deleting the eighth page thereof, which is a project site parcel map inadvertently included in such Exhibit, which has been superseded by the First Amendment to the Host Community Agreement replacing Exhibit H.*

*(14) **Exhibit G** shall be amended and replaced in its entirety with the attached **Exhibit G**.*

*(15) **Exhibit I** shall be amended and replaced in its entirety with the site plan submitted by the Developer and approved by the City in accordance with Section 8.5 of the Springfield, Massachusetts Zoning Ordinance, copies of which are on file in the Office of Planning and Economic Development and the Office of the City Clerk.*

All other terms and provisions of the Agreement shall continue to have full force and affect.

CITY OF SPRINGFIELD, MASSACHUSETTS,
a municipal corporation

Approved:

Chief Development Officer
Date Signed: 3/7/16

NA Approved as to appropriation: N/A

City Comptroller
Date Signed: 3/8/16

Approved as to form:

Consent of MGM Resort International attached

Edward Pikula, City Solicitor
Date Signed: 3/14/16

Reviewed:

~~Acting~~ Chief Administrative and
Financial Officer
Date Signed:______________

APPROVED:

DOMENIC J. SARNO, MAYOR
Date Signed:______________

BLUE TARP reDEVELOPMENT, LLC, a Massachusetts limited liability company,

MICHAEL MATHIS, President and Chief Operating Officer
Dated Signed: 2/24/16

MGM SPRINGFIELD reDEVELOPMENT, LLC, a Massachusetts limited liability company,

MICHAEL MATHIS, Authorized Signatory
Dated Signed: 2/24/16

EXHIBIT G
PROJECT DESCRIPTION

The Project is a mixed-used destination casino resort development, including the following components and approximate square footage:

Component	Description	Approx. Sq. Ft.
Casino & Retail Block		
Gaming	A one-level casino with no fewer than approximately 2,800 - 3,000 slot and video gaming machines, approximately 75 – 100 table games, including a poker room and a high-limit area and related support, security and customer service facilities. Future expansion of the casino may be on a second level.	125,000
Retail	Retail outlets adjoining the casino floor and facing and opening onto Main, State, Howard and Union Streets.	30,000
Cinema	A branded movie cinema with at least six theaters and accompanying food and beverage service.	35,000
Bowling	A branded bowling and entertainment space with ten lanes and accompanying food and beverage service.	12,000
Food and Beverage	Food and beverage amenities allocated among no fewer than seven outlets containing at least ten distinctly branded restaurants, lounges or cafes located along Main, State, Howard and Union Streets.	70,000
Banquet and Conference	Modern, finished banquet and meeting space and related pre-function and back-of-house/food preparation areas planned to complement existing convention facilities at the MassMutual Center and Arena; pre-function space shall front and have access to rooftop garden.	42,500
Hotel	A mid-rise four-star hotel on Main Street with no fewer than 250 keys and amenities and finishes characteristic of the upper upscale market, including an approximate 6,000 square foot spa and fitness facilities with adjacent, 10,000 square foot accessible roof-top outdoor swimming pool and deck, spa terrace and lanai deck.	150,000
Operations Functions/Offices	Executive office, back of house and operations space necessary to support the public spaces and patron amenities.	220,000

Additional On-Site or Nearby Project Amenities		
Armory Marketplace	An outdoor market place located between the Armory and the relocated French Congregational Church, with ice skating and other seasonal programming.	10,000
Outdoor Plaza	An outdoor public plaza with facilities and infrastructure to host events, a large dynamic video display, outdoor areas for events and concerts that can easily be transformed into interactive environments for exhibitions, art shows and similar functions.	57,000
Rooftop Gardens	Second-level rooftop gardens as an amenity to Hotel and Banquet/Conference patrons with a portion overlooking the Outdoor Plaza (excluding spa terrace, pool deck and lanai deck cited above in Hotel).	20,500
Parking	A parking garage with a high quality interior valet parking arrival/drop off space, bus drop off, bus parking, loading dock and ancillary short-term bus and vehicle parking in surface lots, resulting in parking for approximately 3,500 personal vehicles on-site.	1,250,000
Child Care	A child care center with adjacent, fenced outdoor play area and dedicated drop-off space easily accessible to the Project site.	5,000
Residential	No less than 54 newly developed market rate higher end upscale urban apartment units owned, operated and/or branded by Developer in pedestrian scaled buildings within one-half (1/2) mile of the boundaries of the Project Site, a minimum of 25 to 30 such apartment units to be available for occupancy within 18 months of the date of this Amendment and the balance to be available by Operations Commencement.	65,000
Commercial Office	Rehabbed commercial Class A office space located at 95 State Street and refurbished commercial space at 101 State/1200 Main Street.	80,000

RECEIVED
MAR 09 2016
CITY OF SPRINGFIELD
Law Department

March 4, 2016

By First Class Mail

Edward M. Pikula, Esq., City Solicitor
City of Springfield
36 Court Street
Springfield, MA 01103

Re: Consent Letter from MGM Resorts International

Dear Ed:

Enclosed please find the consent letter from MGM Resorts International which the City requested in connection with the Second Amendment to the HCA.

Please do not hesitate to contact me should you have any questions.

Sincerely,

Seth N. Stratton
Vice President & General Counsel

Encl.

cc: Michael Schaller, Esq.
Frank Fitzgerald, Esq.

MGM Springfield
One Monarch Place, Suite 910
Springfield, MA 01144
413-273-5000

MGM RESORTS
INTERNATIONAL

JOHN M. MCMANUS
EXECUTIVE VICE PRESIDENT,
GENERAL COUNSEL AND SECRETARY

February 26, 2016

Mayor Domenic J. Sarno
City of Springfield
36 Court Street
Springfield, MA 01103

Dear Mr. Mayor:

Reference is made to the Second Amendment to the Host Community Agreement by and between City of Springfield, Massachusetts ("City") and Blue Tarp reDevelopment, LLC ("Developer") approved by the City Council on February 22, 2016 and executed by Michael Mathis on behalf of Developer on February 24, 2016 (the "Second Amendment") and the Guaranty and Keep Well Agreement dated May 10, 2013 executed by MGM Resorts International ("MGM") to and for the benefit of the City (the "Guaranty Agreement"). Pursuant to Section 6(a) of the Guaranty Agreement, no amendment of the Obligations (as that term is defined in the Guaranty Agreement) may be made without the consent of MGM. MGM desires that Developer and City approve and execute the Second Amendment. Accordingly, MGM hereby consents to any alterations, amendments or modifications in, to or of its Obligations that may result directly or indirectly from Developer and City entering into the Second Amendment.

Very Truly Yours,

MGM Resorts International

By: [signature]
Its: EVP, General Counsel & Secretary

EXHIBIT B

Judicial Arbitration and Mediation Services

MGM RESORTS INTERNATIONAL & BLUE TARP reDevelopment LLC, **Claimants,** **v.** **CITY OF SPRINGFIELD, MASSACHUSETTS** **Respondent.**	**Case No.**

DEMAND FOR ARBITRATION

I. Introduction

1. More than a decade ago, MGM Resorts International and its subsidiary Blue Tarp reDevelopment LLC ("Blue Tarp") (collectively, "MGM" or "Claimants") reached an agreement with the City of Springfield, Massachusetts ("Springfield," the "City," or "Respondent") for MGM to develop and operate a casino in downtown Springfield (the Host Community Agreement, or "HCA"). MGM built that casino, and it has been operating it through Blue Tarp since the casino opened in 2018. At the same time, the parties also signed an agreement that allows MGM to sell its interest in the casino, subject to the City's consent (the Transfer Restriction Agreement, or "TRA"). In 2024, MGM informed the City that, because of a change in the strategic plan for the company, it was selling the Springfield casino and had found a well-qualified buyer to operate the casino subject to all of the requirements in the agreement between MGM and City.

2. For more than two years, the City has delayed and obstructed that sale. It has refused to grant (or deny) consent, or even to describe a process for MGM to seek consent.

Instead, the City has delayed, raised pretextual objections, moved the goalposts, and steadfastly avoided ever making a concrete proposal to MGM or describing a concrete process for obtaining the City's consent to the sale.

3. Rather than fairly consider MGM's request for consent, the City has refused to meaningfully consider the request. First, the City essentially ignored MGM's request for months, presumably with the expectation that proposed sale would collapse. Then, after MGM invoked the contract's formal dispute resolution provision nearly a year after first asking for consent, the City raised a series of shifting and pretextual concerns about MGM's management of the Springfield casino for no other purpose than to further delay a sale. The City also demanded that MGM take actions well beyond what is required by the contract, including the complete redevelopment of 101 State Street and other demands. But not once, in more than two years, has the City definitively stated what exactly will satisfy the Mayor and the City for purposes of obtaining the City's consent. The Mayor and the City have simply refused to do so.

4. Accordingly, faced with no reasonable chance of a negotiated settlement, MGM brings this arbitration because the City has breached the implied covenant of good faith and fair dealing by wrongfully withholding consent. MGM also seeks a declaratory judgment stating that it has fulfilled its duties under the HCA as they pertain to 101 State Street, refuting the City's insistence to the contrary. MGM seeks both specific performance to obtain the City's consent and damages caused by the City's wrongful delay in granting it.

II. Nature of the Action

5. MGM Resorts International is a Delaware corporation that operates casinos, hotels, resorts, and related endeavors, and the parent company of Blue Tarp. Blue Tarp is a Massachusetts limited liability company that currently does business as "MGM Springfield." In

May 2013, the City and Blue Tarp agreed to a Host Community Agreement for the development, construction, and operation of the MGM Springfield casino—an 850,000 square foot mixed-use commercial and residential resort in Springfield, Massachusetts. Ex. A (HCA). Blue Tarp has at all times operated and held the license for the MGM Springfield casino.

A. The Parties Agreed that Blue Tarp Would Seek the City's Consent for any Sale

6. At the same time as the HCA, Blue Tarp and MGM entered into the Transfer Restriction Agreement, the form of which is Exhibit J to the HCA. Ex. B (TRA). The TRA contemplated that MGM may sell its interest in Blue Tarp and required that MGM notify the City as promptly as practicable upon contemplating any sale. Ex. B (TRA), § 3. Such sales are common in the hospitality and gaming industry. Gaming Licenses are transferrable with the approval of the Gaming Commission under the Gaming Act, *see* G.L. c. 23K, § 23(c) and 205 CMR 116, and both the Gaming Act and the Gaming Commission's regulations provide for interim authorization, allowing a transfer of interest in a gaming license or gaming establishment to close within 120 days of the buyer filing an application for licensure.

7. MGM warranted in the TRA that "the transactions contemplated" by the TRA would be authorized by the TRA's governing instruments and the laws of the jurisdiction, and that the TRA created binding and enforceable obligations on the parties. Ex. B (TRA), § 4(b). The TRA also requires that MGM seek the City's approval of any sale of its interest in Blue Tarp: "Parent Company shall not, whether by operation of law or otherwise, Transfer a direct or indirect interest in the Developer [Blue Tarp] without the prior written consent of the City." Ex. B (TRA), § 1.

8. Relatedly, the HCA states that "the City agrees to the fullest extent permitted by Applicable Law, upon request by Developer, ... to process Developer's permitting, licensing and

regulatory approvals, **and any other Approvals** over with [*sic*] the City has control, **on an expedited basis**, as long as Developer has submitted complete supporting documentation (including payment of all applicable fees for expedited service) and such approval is consistent with the Concept Design Documents and the Project Description." Ex. A (HCA), § 13.9 (emphasis added). Because the TRA requires the City's approval of any sale of Blue Tarp, this provision of the HCA requires the City to process MGM's request for that approval "on an expedited basis."

9. Both parties contractually acknowledged "that a quick and efficient resolution of any dispute" would be "critical to the implementation of this TRA." Ex. B (TRA), § 16(a). Accordingly, the TRA subjected any disputes to its dispute resolution procedures that include JAMS arbitration and a specific timeline of procedures. The dispute resolution procedures are detailed further below.

B. MGM and Blue Tarp Have Made Major Investments in the City

10. Since opening in 2018, MGM Springfield—through the efforts of Blue Tarp and MGM—has positively transformed the City of Springfield through both financial investments and the strengthening of community resources.

11. MGM and Blue Tarp have contributed over $1 billion in investments, hundreds of millions of dollars in taxes and payments, and repeated multi-million-dollar grants to benefit the City. On top of that, MGM Springfield has generated over $1 billion in economic impact from direct consumer spending. MGM and Blue Tarp accomplished all of this despite facing an unprecedented challenge only a year and a half after MGM Springfield's opening from the Covid-19 pandemic, which dramatically affected and changed the hospitality and gaming industry.

C. MGM Requested Consent for the Sale of Blue Tarp in 2024, but the City Has Obstructed the Sale Through Delay and Assertion of Pretextual Reasons for Refusing to Consider Consent

12. After a careful assessment of the overall effects on the industry brought on by the Covid-19 Pandemic, MGM elected to refocus its business on global luxury attractions, rather than regional gaming establishments. Based on that shift in business strategy, MGM decided to sell its interest in Blue Tarp.

13. In April 2024, after a competitive process, MGM identified the operator to whom it now seeks to sell Blue Tarp (the "Buyer"), a company known and respected in the gaming industry with a near quarter-century of experience in stewarding regional gaming establishments across the country, including in New England. The Buyer has agreed that it will assume MGM's obligations to Springfield under the HCA as required under Gaming Regulations, continue to drive community prosperity, and bring new marketing and offerings to Springfield.

(a) The City Avoided Engaging with MGM About Consent for the Proposed Sale for Nine Months

14. MGM first requested the City's consent to the sale on April 3, 2024, at a meeting with MGM's CEO, Blue Tarp's President, and Springfield Mayor Domenic J. Sarno. On May 9, 2024, the Buyer also met with Mayor Sarno to discuss the proposed sale. In these meetings, the Mayor assumed an adversarial posture and refused to offer any terms on which the City would consent to the sale or describe any process for MGM and Buyer to seek the City's consent.

15. After those initial meetings, Mayor Sarno avoided meeting or communicating with MGM or taking any other action that contemplated, addressed, or advanced the consent request, nor did he or the City create or communicate any process or procedure related to its consideration of the consent request. For example, the President of MGM and the Buyer were scheduled to have a second meeting with Mayor Sarno in Springfield on August 8, 2024, but the

Mayor abruptly canceled the meeting the day before, despite knowing that many participants had already flown to Springfield for it.

16. Between late May and October 2024, MGM attempted to meaningfully engage with City officials, but the City never communicated any process to follow, requested information that would be helpful to its consent consideration, or provided any terms upon which it would consent to the sale.

17. On October 7, 2024, MGM's Chief Legal Officer sent a letter to Mayor Sarno regarding the City's "unwilling[ness] to meet with MGM and interested parties to the Potential Transaction, or otherwise move the consent process forward in any material respect," and requested guidance and a detailed timeline for the formal process the City envisions for its consent to the transaction. MGM's CEO then attempted to schedule a meeting with Mayor Sarno for later in October. Mayor Sarno refused.

(b) When MGM Invoked the Dispute Resolution Procedures, the City Refused to Offer Any Path for Consent Consideration and Instead Made Unreasonable Demands and Raised Pretextual "Concerns"

18. Having faced nine months of delay with essentially no progress in 2024, on January 10, 2025, MGM sent a formal dispute notice to the City under the TRA and demanded an in-person meeting within 10 business days.

19. That finally prompted a response from the City on January 17, 2025. Rather than describe any path for obtaining the City's consent to the sale, the City's January 17, 2025 letter raised new and pretextual issues. The City demanded that MGM present "a professionally developed and well-conceived development plan" for a property it owned at 101 State Street, near the Casino, despite the lack of any contractual obligation for MGM to redevelop the property. The City also stated that it had "concerns" with MGM's compliance with the HCA and

claimed the City had undertaken a months-long review of MGM's compliance with the HCA to advise the Mayor. The City's letter communicated that its concerns would have to be addressed "as part of any consideration of the request to consent to the ownership change," but it did not state how the "concerns" should be addressed. Nor did the City's letter state what the City's consideration of the consent request would consist of, what if any further information the City required, or what process or procedure MGM could follow to obtain consent.

20. The issues raised in the City's January 2025 letter were purely pretextual.

21. As to 101 State Street, that property was originally intended to function as MGM's corporate offices for the casino, and Blue Tarp and the City had initially agreed in the HCA (Exhibit G) that Blue Tarp's development project would include "[a]pproximately 85,000 square feet (not included in Project total) of rehabbed Class A office space located at 101 State Street." That arrangement changed in 2016. The project scope changed to eliminate a planned hotel tower, and, as a result, the site of MGM's corporate offices shifted from 101 State Street to a separate building at 95 State Street. The HCA was amended to replace Exhibit G in its entirety. The new Exhibit G to the HCA provided that Blue Tarp would be responsible for "[r]ehabbed commercial Class A office space located at 95 State Street and *refurbished commercial* space at 101 State Street/1200 Main Street" (emphasis added). There is no requirement under the HCA that Blue Tarp or MGM redevelop 101 State Street.

22. As to the City's purported "concerns" about HCA compliance raised in the January 2025 letter, those concerns rehashed a set of near identical issues the City had raised about MGM's operations in November 2022. MGM had fully addressed those issues in a meeting with Mayor Sarno and other City representatives two years earlier, on January 20, 2023, and the City had not mentioned them since. Indeed, at the subsequent meeting of the City

Council Casino Oversight Subcommittee, on April 25, 2023, MGM gave a comprehensive overview of its casino operations—covering the same issues the City had raised in November 2022; a City official affirmed that he had been meeting regularly with MGM about the status of its projects and was "very pleased with the progress you all have made" post-COVID; and no one from the City raised any purported concerns with MGM's compliance with the HCA.[1]

23. MGM responded to the City in a letter on January 27, 2025. This response explained that the HCA created no condition for MGM to redevelop or create a development plan for 101 State Street, and that the obligation to "refurbish" the building's commercial space had occurred based on tenant needs. The letter also refuted the City's allegations that MGM had failed to comply with the HCA in operating the casino.

(c) Despite MGM Addressing the City's Extra-Contractual Demands, the City Continued Throughout 2025 to Refuse to Engage in Good Faith Consideration of Consent to the Sale

24. From early 2025 through mid-2026, the City continued its pattern of delay and refusal to meaningfully consider consent to the sale. City officials engaged in discussions with MGM, but the City never made any offer or described any clear process for MGM to obtain consent for a sale.

25. Nevertheless, MGM offered concessions not required by the HCA to address the City's claimed concerns and seek the City's consent. Despite the lack of any contractual requirement, MGM agreed to add to its proposed sale a significant redevelopment and remodel of 101 State Street—including facilitating transfer of 101 State Street to a third-party hotel developer at no cost and contributing $25 million in unrestricted cash toward the building's

[1] https://youtu.be/w8-ExmooUT4?si=sK3U3x5TP1wE_nIE (Springfield City Council 4/25/23 Casino Oversight Subcommittee).

renovation as a 100-key boutique hotel, which would create dozens of jobs for Springfield residents and add to the City's property tax base.

26. On September 8, 2025, at a meeting at City Hall, MGM and the Buyer had third-party developers present the 101 State Street project to the Mayor and members of his administration, as well as a city council member and the City's outside counsel. The developers proposed two alternatives for 101 State Street, either a boutique hotel or a residential apartment; the Mayor himself selected the boutique hotel project.

27. In early November 2025, MGM provided the terms of the Letter of Intent between MGM and the Buyer to the City's external counsel for edits and approval. The City's counsel approved the terms and provided minimal edits to the Letter of Intent, none of which substantively changed the parties' commitments under the proposed deal.

28. Shortly after the City appeared to agree to the terms of the Letter of Intent, on November 14, 2025, during a Gaming Commission meeting in Springfield, the Mayor, without notice to MGM, addressed the Gaming Commission and criticized MGM and Blue Tarp's purported failure to renovate 101 State Street or remove the building's exterior scaffolding. This presentation contradicted months of what MGM believed were constructive negotiations between the parties. In doing so, the Mayor never once mentioned the negotiated boutique hotel project. Thereafter, the Mayor communicated through an intermediary on November 26, 2025, that he would not consider any consent to the prospective deal until MGM and Blue Tarp *performed renovations* to the roof and building exterior of 101 State Street—a significant investment outside the proposed terms that would delay any consideration of MGM's consent request for at least another year.

29. The Mayor continued his public campaign against MGM by making false statements in a television appearance on January 4, 2026, mischaracterizing MGM and Blue Tarp's limited obligations for 101 State Street as a duty to "develop" the property and remove scaffolding and barriers as "part of the host community agreement" and "part of the deal." On January 11, 2026, MGM's counsel sent a letter to the Mayor reiterating that MGM had fulfilled its contractual obligations regarding 101 State Street, reminding the City of its $25 million pledge for the hotel developer's work on the property, and explaining the merits of the sale and the Buyer for the City and its residents.

30. On January 15, 2026, MGM's Board Chair called Mayor Sarno seeking to repair relations, but the Mayor refused to take the call or call back; and his staff insisted that MGM communicate by email. MGM's Board Chair sent an email personally on January 15, 2026 explaining that "MGM will commit to immediately beginning the design and permitting process for the exterior façade repair work on 101 State Street, which may be necessary to remove the scaffolding and barriers as soon as reasonably practicable"; that "[t]he exterior repair work will be completed regardless of whether the City consents to the sale"; and MGM only asked in return that the City "formally and publicly commence the consent process and conclude that process expeditiously." As explained above, this project went beyond any obligation in the HCA. The Mayor and City ignored this email.

31. In a January 16, 2026 letter, the City continued to insist that MGM was "contractually bound to redevelop 101 State Street" and alternatively to "rehabilitate 101 State Street"—two words appearing nowhere in the HCA with respect to 101 State Street. That letter also insisted for the first time that the work should have been performed "no later than thirty (30) days following the Construction Completion Date,"—in other words, by August 2018. This

alleged deadline—one the City had never asserted in the seven years since that date—appears nowhere in the HCA. The City also returned to its assertion that HCA compliance was a prerequisite to even discussing a transfer of the gaming license, without addressing either MGM's letter from a year earlier detailing its compliance with all relevant HCA obligations or the discussions in early 2023 that had fully resolved the same issues.

(d) MGM Entered into a Purchase Agreement for Blue Tarp with the Highly Qualified Buyer, Yet the City Still Refused to Act on the Consent Request

32. On March 21, 2026, MGM and Springfield Gaming Company, LLC, a subsidiary of the Proposed Buyer, signed a Purchase Agreement for Blue Tarp, which included its gaming license and operating assets. The Purchase Agreement also incorporated a new operating lease extension agreement between Springfield Gaming Company and VICI Properties L.P., a New York Stock Exchange-listed REIT and the owner of the gaming establishment real property, as well as an agreement for VICI Properties to sell 101 State Street to MGM to facilitate its transfer to a third-party hotel developer, accompanied by MGM's $25 million investment, consistent with the Term Sheet previously presented to the Mayor.

33. A week later, on March 27, 2026, MGM wrote to the Mayor, City Chief Development Officer, and City Solicitor to inform them that MGM and Springfield Gaming had executed the Purchase Agreement. MGM requested once again that the City provide its consent for the sale without further delay or otherwise meet and discuss the Purchase Agreement and its terms in good faith and repeated MGM's repeated attempts to reach an agreement with the City.

34. The City Solicitor responded to MGM's March 27, 2026 letter on April 2, 2026. Once again, the City delayed, refusing to provide any clear process for MGM to obtain consent, insisting that the HCA "must be complied with prior to a discussion on the transfer of the gaming

license," and reiterating its baseless position that MGM is "legally bound to redevelop 101 State Street" as a prerequisite to consent.

(e) MGM Again Invoked the Dispute Resolution Procedures, But the City Responded with New Extra-Contractual Demands

35. MGM's counsel sent a Notice of Dispute to the City on April 6, 2026, consistent with the TRA's dispute resolution procedures, to notify the City of the parties' dispute regarding any remaining MGM obligations under the HCA/TRA and whether the City was justified in refusing to consent to the Proposed Sale. Further consistent with the TRA's dispute resolution procedures, MGM requested a meeting with the City within 10 business days to discuss and attempt to resolve the dispute.

36. Only when faced with a contractual obligation to meet with MGM based on the Notice of Dispute did the City finally agree to meet. The City expressed strong disagreement with MGM's January 11, 2026, letter, but it refused to talk about any concrete process for assessing consent despite being asked multiple times in that meeting what the City wanted for MGM to obtain its consent.

37. Over the next three months, the City continued to make demands of MGM without describing a path to consent or making any concrete proposal that was sufficiently complete for MGM to accept or reject. Stated simply, the City refused to commit to anything, ever.

38. Rather than work toward a concrete resolution of MGM's now nearly two-year-old consent request, the City made new, unreasonable, and unjustified demands. The City proposed that MGM pay \$5 million per year to the City, in cash, for each of the next three years—totaling \$15 million, and that if MGM agreed to this, only then would the City communicate the balance of any additional demands it had. This \$15 million demand was *in*

addition to the commitment MGM had already made to invest $25 million into 101 State Street. In other words, the City was demanding that MGM make massive cash payments just to learn what it would take to obtain the City's consent to the sale.

39. The City's continued a pattern of delay has now extended more than two years. The City has never considered the merits of the sale in good faith, never provided any genuine, non-pretextual reasons for refusing to approve the sale, and never set out concrete conditions for obtaining its consent. This bad faith conduct has damaged MGM and endangered the proposed sale.

III. Arbitrability

40. Section 16 of the TRA contains the following agreement to arbitrate:

> 16. Dispute Resolution:
>
> (a) It is acknowledged by the parties hereto that a quick and efficient resolution of any dispute, claim, or controversy arising under or relating to this TRA, the breach, termination, or validity of this TRA, or the dealings between the parties or their successors, or with respect to any claim arising by virtue of any representations made by any party hereto (collectively, a "**Dispute**") is critical to the implementation of this TRA. In order to effectuate such intent, the parties hereto do hereby establish this dispute resolution procedure. All Disputes shall be subject to this Section, it being the intention of the parties hereto that all such Disputes be subject thereto regardless of any specific reference or absence of such reference as provided herein. No time bar defenses shall be available based upon the passage of time during any negotiation called for by this Section.
>
> (b) Either party hereto shall give the other party written notice of any Dispute ("**Dispute Notice**") which Dispute Notice shall set forth the amount of loss, damage, and cost of expense claimed, if any.
>
> (c) Within ten (10) Business Days of the Dispute Notice, the parties hereto shall meet to negotiate in good faith to resolve the Dispute.
>
> ...
>
> (e) In the event the Dispute is unresolved within thirty (30) days of the Dispute Notice by good faith negotiations, the Dispute shall be arbitrated upon the filing by either party hereto of a written demand, with notice to the other party hereto, to the Judicial Arbitration and Mediation Services ("**JAMS**") (to the extent such

> rules are not inconsistent as provided for herein) in the City before a single arbitrator to be selected under the JAMS selection process. Arbitration of the Dispute shall be governed by the then current Commercial Arbitration Rules of the JAMS. Within ten (10) days after receipt of written notice of the Dispute being brought to the arbitrator, each party hereto shall submit to the arbitrator a best and final settlement with respect to each issue submitted to the arbitrator and an accompanying statement of position containing supporting facts, documentation and data. Upon such Dispute being submitted to the arbitrator for resolution, the arbitrator shall assume exclusive jurisdiction over the Dispute, and shall utilize such consultants or experts as he shall deem appropriate under the circumstances to assist in the resolution of the Dispute, and will be required to make a final binding determination with a reasoned opinion, not subject to appeal, within forty-five (45) days of the date of submission. Nothing herein shall prevent either party hereto from seeking injunctive relief in Court to maintain the status quo in furtherance of arbitration.
>
> (f) For each issue decided by the arbitrator, the arbitrator shall award the reasonable expenses of the proceeding, including reasonable attorneys' fees, to the prevailing party hereto with respect to such issue. The arbitrator in arriving at his decision shall consider the pertinent facts and circumstances as presented in evidence and be guided by the terms and provisions of this TRA and applicable law, and shall apply the terms of this TRA without adding to, modifying or changing the terms in any respect, and shall apply the laws of the Commonwealth to the extent such application is not inconsistent with this TRA.
>
> ...
>
> (h) The parties hereto agree that, in addition to monetary relief, the arbitrator may make an award of equitable relief including but not limited to a temporary, preliminary or permanent injunction and the parties hereto further agree that the arbitrator is empowered to enforce any of the provisions of this TRA.

Ex. B (TRA).

41. Both the HCA and the TRA are governed by Massachusetts law. Ex. A (HCA), § 13.3; Ex. B (TRA), § 23.

IV. Claims

A. Claim I – Breach of the Implied Covenant of Good Faith and Fair Dealing

42. MGM asserts a claim for breach of the TRA's implied covenant of good faith and fair dealing. Under Massachusetts law, "[e]very contract implies good faith and fair dealing

between the parties to it." *Anthony's Pier Four, Inc. v. HBC Assocs.*, 411 Mass. 451, 471 (1991) (quoting *Warner Ins. Co. v. Commissioner of Ins.*, 406 Mass. 354, 362 n.9 (1990)). That covenant applies to consent provisions like that in the TRA and "is often used to limit discretion where the terms of the contract give one side discretion over another." *See McAdams v. Mass. Mut. Life Ins. Co.*, 391 F.3d 287, 301 (1st Cir. 2004) (citing *Farnsworth on Contracts* § 7.17, at 365 (3d ed.2004)).

43. The "core question" in proving lack of good faith is whether the alleged conduct was "motivated by a desire to gain an unfair advantage" or otherwise "had the effect of injuring the other party's rights to the fruits of the contract." *Young v. Wells Fargo Bank, N.A.*, 717 F.3d 2243, 238 (1st Cir., 2013). "Evidence that a party behaved in a manner 'unreasonable under all the circumstances,'" including "unreasonable delay in performance or sustained inattention" to another party's requests, "may indicate a lack of good faith." *Id.* at 238-39 (quoting *Nile v. Nile*, 432 Mass. 390, 399 (2000)); *see Hopkinton Friendly Serv., Inc. v. Glob. Companies LLC*, 384 F. Supp. 3d 179, 188 (D. Mass. 2019) ("The plaintiff need not prove that there was bad faith but rather must only prove a lack of good faith which can be inferred from the totality of the circumstances."). Moreover, "a lack of transparency, with other evidence, may be important evidence in supporting a breach of the covenant of good faith and fair dealing," as "[b]ad faith may be shown partially by the fact that a party is trying to hide what she is doing from the other party in order to disadvantage that party." *McAdams*, 391 F.3d at 302. "For example, where a party uses discretionary rights under a contract pretextually, as cover for a hidden and illicit motive, an inference of bad faith may be warranted." *Id.*

44. "It is ... bad faith to use discretion 'to recapture opportunities forgone on contracting' as determined by the other party's reasonable expectations," *Anthony's Pier Four,*

Inc., 411 Mass. at 473 (quoting *Farnsworth on Contracts* § 7.17, at 329 (1990)), or to "unfairly leverag[e] the contract terms for undue economic advantage," *Blake v. Pro. Coin Grading Serv.*, 898 F. Supp. 2d 365, 389 (D. Mass. 2012) (quoting *Christensen v. Kingston Sch. Comm.*, 360 F. Supp. 2d 212, 229 (D. Mass. 2005)).

45. The City delayed considering MGM's request for consent to the sale for more than two years in bad faith. During that period, the City has refused to lay out any concrete proposal that MGM could accept to obtain consent, and has repeatedly demanded commitments from MGM not contemplated in the HCA, including a massive investment into redevelopment of 101 State Street, and more recently a $15 million cash payment.

46. The City's more-than-two-year course of conduct demonstrates that it has acted in bad faith in violation of the implied covenant of good faith and fair dealing. Rather than consider the request for consent "on an expedited basis," as the HCA requires, the City delayed for nine months in 2024 before even engaging with MGM at all. Then, after MGM's invocation of the dispute resolution procedures forced the City to Act, it demanded MGM undertake a massive redevelopment project that was not part of MGM's HCA obligations and raised pretextual "concerns' about MGM's operations that had been addressed years before. The City then delayed for another year and half. Even after MGM agreed to fund the City's desired redevelopment project, the City raised the stakes—demanding $15 million in cash payments on top of the development commitment.

47. The damages to MGM associated with the City's breach will exceed $500 million if the sale is lost as a result of the City's failure to act in good faith to promptly review and act on MGM's repeated requests for consent. Even if the sale does occur in the future, the City's unnecessary and unreasonable delay has caused damages in an amount to be proven.

B. Claim II – Declaratory Judgment

48. MGM asserts a claim for declaratory relief to clarify the parties' rights and obligations relating to 101 State Street. An actual controversy exists between MGM and the City with respect to whether and the degree to which MGM and Blue Tarp owe any duty or obligation under the HCA or TRA as relates to 101 State Street and, if so, the limits of any such obligation.

49. Declaratory judgment actions "may be used to secure determinations of right, duty, status or other legal relations under … written contracts." M.G.L. c. 231A; *Crown Communities, LLC v. Austin*, 497 Mass. 632, 641 (2026) ("Generally, resolving uncertainty around an entity's contractual rights is a proper subject of a declaratory judgment proceeding.").

50. MGM seeks a judicial determination and declaration of its and Blue Tarp's rights relative to the HCA and TRA as they relate to 101 State Street and any ongoing contract obligation that they owe the City in connection with that building. If, as MGM contends, Blue Tarp's only remaining obligation for 101 State Street was to "refurbish" the commercial space, which Blue Tarp has already completed, the City may not impose extra-contractual obligations relating to 101 State Street as a condition of consenting to MGM's sale of its interest in Blue Tarp.

51. MGM therefore seeks a declaration and all appropriate relief providing that MGM and Blue Tarp owe no ongoing contractual obligation to the City in connection with 101 State Street, and in particular that MGM and Blue Tarp are not obligated by the HCA to renovate 101 State Street into a hotel, residential property, or any other use.

C. Claim III – Specific Performance

52. MGM asserts a claim for specific performance to obtain the City's consent to the proposed sale. Specific performance is warranted when "an adequate remedy at law is

unavailable" and "the practical burdens of enforcement are not disproportionate to the advantages gained." *Atlantech Inc. v. Am. Panel Corp.*, 540 F. Supp. 2d 274, 285 (D. Mass. 2008); *see Limpus v. Armstrong*, 3 Mass. App. Ct. 19, 24 (1975) (specific performance is warranted when "one party clearly manifest[s] [its] unwillingness to perform and [] the other party [is not] in default or barred by acquiescence, laches, or other equitable considerations.").

53. The Proposed Sale is a unique business opportunity for MGM, the loss of which through the City's withholding of consent cannot adequately be compensated by a remedy at law, including damages, and so an equitable remedy of specific performance is warranted and necessary.

54. The City has a contractual obligation to consider any sale request in good faith. Its refusal to consent constitutes a failure to perform that obligation. MGM has fulfilled all material obligations under the HCA and is not aware of any legitimate objections to the Proposed Sale or grounds for the City to continue to delay or withhold consent. MGM has been at all times ready and willing to perform—and has performed—all existing obligations under the HCA. MGM is also ready and willing to effectuate the transfer of its interest in Blue Tarp to the Proposed Buyer upon the City's consent.

V. Reservation of Rights

55. Claimant reserves the right to assert additional claims and/or defenses, and to amend this Demand, including based upon facts or legal theories that may be discovered through discovery, or through further analysis of the issues in this arbitration.

Dated: August 5, 2026

Respectfully submitted,

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