HOST COMMUNITY AGREEMENT

THIS AGREEMENT (this "Agreement") is by and between the **CITY OF REVERE**, a Massachusetts municipality acting by and through its duly authorized Mayor, having a principal place of business at 281 Broadway, Revere, Massachusetts 02151 (the "City"), and **STERLING SUFFOLK RACECOURSE, LLC**, a Massachusetts limited liability company having a principal place of business at 525 McClellan Highway, East Boston, Massachusetts 02128 (the "Owner"), dated as of August 28, 2013 (the "Effective Date"). Hereinafter, the "Owner" shall also mean the Owner's successors and/or assigns. Hereinafter, the Owner and the City are together the "Parties" and individually a "Party."

RECITALS

Reference is made to the following facts:

1. The Owner is the owner of a 161-acre parcel of land (the "Property") located both in the City and the City of Boston, Massachusetts, of which approximately 45 acres are located in the City and approximately 116 acres are located in the City of Boston, on which the Owner operates historic Suffolk Downs, a thoroughbred horse racing facility licensed pursuant to the provisions of M.G.L. chapter 128A, and which is licensed to conduct simulcast wagering pursuant to the provisions of M.G.L. chapter 128C.

2. The Owner has filed an application with the Massachusetts Gaming Commission (the "Commission") seeking a license to operate a resort gaming establishment (a "Gaming License") at the Property together with Caesars Massachusetts Management Company, LLC (the "Project") pursuant to the provisions of M.G.L. chapter 23K ("Chapter 23K").

3. The City is a "Host Community" as that term is defined and used in Chapter 23K, because the Owner has proposed locating a portion of its gaming establishment within the municipal boundaries of the City.

4. The Owner intends to request from the City a binding vote of the residents of the City on the ballot question specified in Section 15(13) of Chapter 23K (the "Ballot Question Election").

5. In accordance with Sections 15(8) and 15(13) of Chapter 23K, prior to requesting the Ballot Question Election the Owner is required to enter a "Host Community Agreement" with the City, as that term is defined and used in Chapter 23K, setting forth the conditions to have a gaming establishment located within the City, including a community impact fee for the City and all stipulations of responsibilities between the City and the Owner, including stipulations of known impacts from the Project.

6. This Agreement is the "Host Community Agreement" between the Owner and the City for the Project, as contemplated by Section 15(8) of Chapter 23K.

7. The Parties acknowledge that total investment in the Project (including improvements to the regional infrastructure) will be approximately $1 billion. In addition, the Project is expected to bring significant new investment to the City, increased governmental revenue and new permanent employment opportunities for residents of the City and other local communities, all as specified in this Agreement.

8. The Parties acknowledge the Project will result in at least 2,500 construction jobs and at least 4,000 permanent jobs.

9. The Parties acknowledge that once all stages of the Project are complete and open to the public, the Project's annual "Gross Gaming Revenue" (defined below) is anticipated to be approximately $1 billion. For the purposes of this Agreement, "Gross Gaming Revenue" shall have the same meaning as given to such term in Chapter 23K, and shall also specifically include, to the extent permitted by the Commonwealth at any time in the future, gross revenues attributable to the Owner's Gaming License or the Project and received by the Owner or its controlled affiliates from internet-based gaming, sports betting or any other forms of gaming authorized by laws enacted after the Effective Date, but shall not include pari-mutuel wagering such as is currently authorized at the Property under M.G.L. c. 128A and M.G.L. c. 128C.

10. Pursuant to Chapter 23K, a portion of the state taxes on the Project's Gross Gaming Revenue would be, following the date that any stage of the Project opens for gaming to the general public (the "Opening"), allocated to a state community mitigation fund (the "Community Mitigation Fund"). Upon the Owner's receipt of a Gaming License, the City would have the ability to apply for payments from the Community Mitigation Fund to address some of the impacts of the Project.

11. Pursuant to Chapter 23K, a portion of the state taxes on the Project's Gross Gaming Revenue would be allocated to a state grant program to be administered by the Massachusetts Cultural Council. Upon the Owner's receipt of a Gaming License, municipally-owned performing arts centers in the area that are impacted by the Project would have the ability to apply for grants from this program.

12. In addition to the new jobs and direct investment at the Property, the Project is expected to promote small businesses and the tourism industry and have a positive economic impact on the City and the Commonwealth of Massachusetts. The Project is expected to permit tourists to enjoy both the gaming establishment and the unique cultural and social resources of the City, resulting in additional enjoyment of and support for those resources.

13. Suffolk Downs opened in 1935 and remains New England's only operating thoroughbred racetrack. The operation of the racetrack requires the dedication of approximately 63 acres to operate a one-mile oval racing surface and related open space, all in an urban environment. The maintenance of this open space and related view corridor is an important community amenity.

14. Suffolk Downs is located in an area designated in the Zoning Ordinance of the City of Revere as Planned Development District 1, and the City has concluded that the proposed use of

the Property as a gaming establishment is consistent with the City's economic plans and priorities, all in accordance with Section 9(a)(18) of Chapter 23K.

15. The City recognizes the historic civic support Suffolk Downs has contributed to the City and its residents.

16. The Owner and the City have entered into this Agreement to evidence the obligations of the Owner to make certain payments to the City and to undertake certain mitigation measures with respect to the Project.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby enter into this Agreement with mutual understandings and agree as follows:

SECTION 1. IMPACTS OF THE PROJECT

A. STIPULATIONS OF KNOWN IMPACTS

1. The Parties intend that this Section 1.A shall be deemed to be the "stipulations of known impacts" that are required to be included in this Agreement pursuant to Section 15(8) of Chapter 23K.

2. The Project is expected to increase the number of vehicles using the City's public ways and other highways and roads in the vicinity of the Project. The projects identified in the provisions of this Agreement regarding infrastructure improvements will mitigate such impacts and remedy longstanding background traffic conditions.

3. The Project may have an impact on crime in the City and is expected to require additional expenditures by the City in order to provide police services to the Project and the areas located near the Property. In addition to the relevant sections of Chapter 23K that address the provision of state and local police services to the Project, the Owner's payments to the City under this Agreement will provide the City with adequate resources to mitigate any such impacts.

4. The Project is expected to have an impact on municipal services and require additional expenditures by the City in order to provide such services to the Project. The Owner's payments to the City under this Agreement will provide the City with adequate resources to mitigate any such impacts.

5. As planned, the Project would be constructed within the municipal boundaries of the City of Boston and no new significant construction is currently proposed on the portion of the Property located in the City, thereby resulting in no significant increase in the City's tax levy. The Owner's payments to the City under this Agreement will mitigate any such impacts.

6. The Project may have an impact on problem or compulsive gambling in the City. In addition to the relevant sections of Chapter 23K providing financial and other resources

necessary to address problem or compulsive gambling, provisions of this Agreement regarding compulsive gaming resources will mitigate such impacts.

7. Other impacts of the Project are noted in the various studies obtained and reviewed by the City, and the matters addressed in this Agreement will mitigate such impacts.

B. ADDITIONAL IMPACTS

1. The Parties acknowledge that there may be additional impacts associated with the Project that are unknown as of the Effective Date (the "Additional Impacts"). The Parties intend that any Additional Impacts of the Project that are not sufficiently mitigated through this Agreement shall be mitigated through the Commission's licensing process, through any other state or municipal permitting processes that may be necessary to carry out the Project and through the Community Mitigation Fund established by Section 61 of Chapter 23K.

2. Consistent with the Gaming Commission's regulations, set forth at 205 CMR 127, which are designed to protect host communities from significant and material adverse impacts occurring after the execution of a host community agreement, the Owner and the City shall, if reasonably necessary under the circumstances, negotiate in good faith an amendment to this Agreement if a triggering event, as provided in 205 CMR 127.02, occurs.

3. Notwithstanding Section 1.B.2 of this Agreement and consistent with the provisions of 205 CMR 127.06, the Owner and the City shall (i) negotiate in good faith amendments to this Agreement to correct any non-material terms or typographical errors in this Agreement, and (ii) negotiate in good faith amendments to this Agreement (if any) under the conditions as expressly set forth elsewhere in this Agreement.

SECTION 2. RESPONSIBILITIES AND UNDERTAKINGS BY THE OWNER

A. INFRASTRUCTURE

The Owner shall complete a series of infrastructure improvements in connection with the Project, which are anticipated to cost the Owner in excess of $45,000,000, including, without limitation:

1. Boardman Street FlyOver. The Boardman Street/Route 1A intersection is a critical regional intersection located at the corner of Boardman Street and Route 1A. The Owner shall fund and cause the permitting, design and construction of – in coordination with state and municipal agencies, and in consultation with the City – a so-called "FlyOver" described conceptually in the attached Exhibit B (the "Boardman Street FlyOver"), to alleviate and improve traffic conditions at the intersection and on Route 1A generally, the cost of which is anticipated to exceed $25,000,000, or such other superior improvements as may be approved by MassDOT. In addition to addressing certain traffic and transportation impacts associated with the Project, the Boardman Street FlyOver is intended to address existing historic and background traffic issues of concern to the City, neighboring communities and the region. The Owner shall

diligently pursue the completion of the Boardman Street FlyOver following the date that the Owner closes on the initial funding under the third party financing for the construction of the Project (the "Financing Date"); provided, however, that the completion of the Boardman Street FlyOver shall occur as required under the MEPA Secretary's Certificate for the Project and shall not be a condition to Opening.

2. Route 1/Route 16 Interchange.

(a) The City has had a long-standing concern about, and interest in, improving traffic flow and conditions at the Route 1/Route 16 interchange, both to improve the interchange and to ameliorate traffic conditions within the City, particularly along the Route 60 corridor. The Owner shall fund and cause the permitting, design and construction of – in coordination with state and municipal agencies, including the City – a series of intermediate geometric improvements and new signalizations described conceptually in the attached Exhibit C, to provide access to Route 1 northbound from Route 16 westbound and to facilitate access from Route 1 southbound to Route 16 eastbound (collectively, the "Route 1/Route 16 Intermediate Improvements"), the cost of which is anticipated to exceed $2,100,000. Consistent with the Boston Metropolitan Planning Organization's Lower North Shore Transportation Improvement Study (prepared by the Central Transportation Planning Staff for the Massachusetts Highway Department in October of 2000), the Route 1/Route 16 Intermediate Improvements are intended to transfer Project traffic and some regional traffic from the Route 60 corridor to Route 1/Route 16. The Owner shall diligently pursue the completion of the Route 1/Route 16 Intermediate Improvements following the Financing Date; provided, however, that the completion of the Route 1/Route 16 Intermediate Improvements shall not be a condition to Opening; and, provided further, that the Owner shall complete the Route 1/Route 16 Intermediate Improvements within eighteen (18) months after the date that all state and local approvals and necessary rights of way (if any) for such improvements have been obtained and/or all appeal periods applicable to any such approvals have expired with no appeals pending.

(b) In coordination with state and municipal agencies, including the City, and prior to completing the construction phase of the Route 1/Route 16 Intermediate Improvements, the Owner shall fund and complete a study of the Route 1/Route 16 interchange for the purpose of planning additional improvements unrelated to the Route 1/Route 16 Intermediate Improvements, the cost of which is estimated to be approximately $400,000. The study will be in the nature of a long-range plan for the interchange based on a conceptual plan consistent with long range plans for interchange developed in the North Shore Transportation Study by CTPS. The plan is limited to a study of the merits of the design and does not include a full review of the environmental planning process nor final design plans.

3. Additional Roadway Improvements. The Owner shall fund and cause the permitting, design and construction – in coordination with state and municipal agencies, including the City – of the roadway improvements described in Subparagraphs 3(a) through 3(c) below (the "Additional Roadway Improvements") each to be generally consistent with the preliminary conceptual plans prepared by the Owner's transportation consultant, which were reviewed by the City's transportation consultant prior to the Effective Date, subject to reasonable adjustments and

modifications. The Owner shall obtain the City's approval for all preliminary and final plans for the Additional Roadway Improvements. The Owner shall diligently pursue the completion of such Additional Roadway Improvements following the Financing Date; provided, however, that the completion of such Additional Roadway Improvements shall not be a condition to Opening; and, provided further, that the Owner shall complete the Additional Roadway Improvements within eighteen (18) months after the date that all state and local approvals and necessary rights of way (if any) for such improvements have been obtained and/or all appeal periods applicable to any such approvals have expired with no appeals pending. The Additional Roadway Improvements are as follows:

(a) Route 16/Revere Beach Parkway/Harris Street Intersection (cost estimated to be approximately $1,600,000):

(i) Design and implementation of an optimal traffic signal timing and phasing plan, including split phasing;

(ii) Construction of two exclusive right turn lanes eastbound onto Revere Beach Parkway;

(iii) Construction of pedestrian safety improvements to allow for safe pedestrian routes from Winthrop Avenue to Revere Beach Parkway in both eastbound and westbound directions, including associated sidewalk reconstruction, curb ramps, crosswalks and median improvements; and

(iv) Installation of an emergency vehicle preemption system.

(b) Donnelly Square (cost estimated to be approximately $860,000):

(i) Design and implementation of an optimal traffic signal timing and phasing plan, including split phasing, for the weekday morning, weekday evening and Saturday midday peak periods;

(ii) Redesign of the intersection to channelize traffic flow on the intersection approaches;

(iii) Construction of permanent pedestrian crosswalks with new ADA accessible ramps at all crosswalks within the Donnelly Square area;

(iv) Construction of aesthetic improvements within the Donnelly Square area, including new pavement markings;

(v) Construction of landscaping improvements within the Donnelly Square area and along Winthrop Avenue leading to the Project entrance at Revere Beach Parkway and Tomasello Drive; and

(vi) Installation of an emergency vehicle preemption system.

(c) North Shore Road/Revere Beach Parkway/Tomasello Drive Intersection (cost estimated to be approximately $1,000,000):

(i) Design and implementation of an optimal traffic signal timing and phasing plan at the intersection of North Shore Road and Revere Beach Parkway, including split phasing, to accommodate increased traffic movements associated with the Project;

(ii) A study of alternatives for the provision of an exclusive right hand turning lane into the Tomasello Drive entrance to the Project;

(iii) Construction of pedestrian safety improvements at the intersection and along Revere Beach Parkway, including traffic median improvements and potential realignment; and

(iv) Installation of an emergency vehicle preemption system.

4. Beachmont Streetscape Improvements. Not later than the Financing Date, in conjunction with the work proposed for Donnelly Square, the Owner shall submit to the City plans for streetscape, lighting, planting and other infrastructure improvements in and around the area bounded by Winthrop Avenue, Unity Avenue, Bennington Street and Washburn Avenue in the city's Beachmont neighborhood (the "Beachmont Streetscape Improvements"). Upon receiving the City's approval of the Beachmont Streetscape Improvements, the Owner shall fund and diligently cause the permitting, design and construction of the Beachmont Streetscape Improvements; provided, however, that the completion of such Beachmont Streetscape Improvements shall not be a condition to Opening; and provided further, that the Owner shall complete the Beachmont Streetscape Improvements within twelve (12) months after the date all state and local approvals and necessary rights of way (if any) for such improvements have been obtained and/or all appeal periods applicable to any such approvals have expired with no appeals pending. The foregoing Beachmont Streetscape Improvements are estimated to cost not less than $200,000.

5. Route 1A Planning. The City has a long-standing concern about, and interest in, improving traffic flow along Route 1A from the south. In connection with such concerns, not later than the one year anniversary of the Opening the Owner shall provide to the City a feasibility study, by a consultant or consultants reasonably approved by the City, of various options available to improve traffic flow along Route 1A from the south. The foregoing study is estimated to cost approximately $150,000.

6. Copeland Circle / Route 1. The City has a long-standing concern about, and interest in, improving traffic in the Copeland Circle area. In connection with such concerns, not later than the one year anniversary of the Opening the Owner shall provide to the City a long range plan for this segment of roadway consistent with conceptual plans developed in the North Shore Transportation Study by CTPS, to be completed in conjunction with the plan for the Route

1/Route 16 interchange described above. The plan is limited to a study of the merits of the design and does not include a full review of the environmental planning process nor final design plans.

7. City Infrastructure Improvements. Not later than the Financing Date, the Owner shall make a payment to the City in the amount of $1,267,000 (the "Additional Transportation Contribution") for use by the City in its discretion to complete certain improvements to Mahoney Circle, Brown Circle, and the Route 60/Revere Street Intersection, substantially as described in subsections (a) through (c) below (collectively, the "City Intersection Improvements"); provided, however, that the City shall coordinate the City Intersection Improvements with the Owner and relevant state agencies; and, provided further, that in the event that the Owner is required to complete any portions of the City Intersection Improvements pursuant to any state or local permits, licenses or approvals obtained in connection with the Project (including, without limitation, the Project's MEPA Certificate), then the City shall have no obligation or liability to the Owner to complete such portions of the City Intersection Improvements and the amount of the Additional Transportation Contribution shall be reduced by the amount of the costs incurred by the Owner in connection with completing such portions of the City Intersection Improvements. The City Intersection Improvements are as follows:

(a) Mahoney Circle:

(i) Design and implementation of a comprehensive upgrade of the signs and pavement markings approaching and within Mahoney Circle, consistent with the Manual on Uniform Traffic Control Devices ("MUTCD") standards, to improve motorist and pedestrian guidance and safety;

(ii) Installation of ADA accessible ramps and associated sidewalk and median improvements within and around Mahoney Circle;

(iii) Design and installation of channelization and signalization improvements within and around Mahoney Circle;

(iv) Construction of upgrades to the traffic islands within Mahoney Circle, including new curbing and landscaping; and

(v) Installation of an emergency vehicle preemption system.

(b) Brown Circle:

(i) Design and implementation of a comprehensive upgrade of the signs and pavement markings approaching and within Brown Circle, consistent with the MUTCD standards, to improve motorist and pedestrian guidance and safety;

(ii) Installation of ADA accessible ramps and associated sidewalk and median improvements within and around Brown Circle;

(iii) Design and implementation of channelization and signalization improvements, including new pavement and directional markings and channelization islands, at the Route 107 northbound approach to Brown Circle;

(iv) Construction of geometric and channelization improvements by extending existing islands and installing new islands to facilitate safer traffic flow; and

(v) Installation of an emergency vehicle preemptions system.

(c) Route 60/Revere Street Intersection:

(i) Design and implementation of an optimal traffic signal timing and phasing plan at the intersection, including split phasing;

(ii) Construction of pedestrian safety improvements including new crosswalks and ADA accessible ramps with associated sidewalk reconstruction; and

(iii) Installation of an emergency vehicle preemption system.

8. MBTA and Bicycle Access Improvements. The Owner shall fund and cause the permitting, design and construction – in coordination with state and municipal agencies, including the City – of the MBTA and Bicycle Access Improvements described conceptually in the attached Exhibit D.

9. Modification of Infrastructure Improvements. The Parties acknowledge that many of the infrastructure improvements described in this Section 2.A (an "Infrastructure Improvement" or the "Infrastructure Improvements"), require the approval of various state and municipal agencies other than the City. If the City reasonably determines that any modification to an Infrastructure Improvement or the refusal to authorize all or a portion of an Infrastructure Improvement by a state or municipal agency would materially and adversely affect the City, then the City shall promptly notify the Owner of such determination and the Parties shall negotiate in good faith an amendment to this Agreement to mitigate such adverse impacts.

B. PAYMENTS TO THE CITY

Except as otherwise set forth in this Agreement, all payments required under this Section 2.B are in addition to any costs incurred by the Owner in compliance with any other sections of this Agreement, and in addition to any taxes or other legally required payments made to the City by the Owner.

1. Initial Payments and Pre-Payments. The Owner shall make payments to the City as follows:

(a) Initial Payments:

(i) The Owner shall make a payment to the City in the amount of Four Million Dollars ($4,000,000), which payment shall be due in full on the later of (i) July 15, 2014, or (ii) thirty (30) calendar days after the date the Owner receives its Gaming License, in conditional or final form, and notwithstanding any appeals of such Gaming License (the "First Initial Payment"). The First Initial Payment shall be made notwithstanding the Opening and shall be made in addition to any other payments due to the City by the Owner under this Agreement.

(ii) The Owner shall make a payment to the City in the amount of Four Million Dollars ($4,000,000), which payment shall be due in full on the later of (i) May 1, 2016, or (ii) the Financing Date (the "Second Initial Payment"). The Second Initial Payment shall be made notwithstanding the Opening, which may occur prior to May 1, 2016, and shall be made in addition to any other payments due to the City by the Owner under this Agreement, including any payments of the Community Impact Fee (defined below) made prior to or after May 1, 2016.

(b) Pre Payments:

On May 1 of each year after 2016 until the Opening, the Owner shall make a payment to the City in the amount of Four Million Dollars ($4,000,000) as pre-payment of the Community Impact Fee set forth herein, (a "Pre-Payment" or the "Pre-Payments"); provided, however, that the Owner shall not be obligated to make any Pre-Payments until the Financing Date if the Financing Date occurs after May 1 of a year after 2016. All Pre-Payments shall be subject to adjustment as set forth in Section 2.B.2(g).

(c) Pro Rata Adjustment of the Final Pre-Payment:

The final Pre-Payment shall be due in full on May 1 in the City fiscal year (July 1 to June 30) in which the Opening occurs; provided, however, that the Owner is entitled to a pro-rated credit against the final Pre-Payment, said credit to be the sum of all payments made to the City pursuant to Section 2.B.2 of this Agreement during the City fiscal year in which the Opening occurs, unless such difference would be a negative number, in which event no Pre-Payment would be required by the Owner in the City fiscal year in which the Opening occurs.

(d) Notwithstanding the foregoing, the Owner shall not be obligated to make the Frist Initial Payment, the Second Initial Payment or any Pre-Payments if this Agreement is terminated pursuant to Section 4.N(b) or (c) of this Agreement.

2. Community Impact Fee. Commencing on the Opening, the Owner shall make payments to the City referred to herein as the "Community Impact Fee", which is the community impact fee called for by Section 15(8) of Chapter 23K. For the purposes of this Agreement, an "Impact Fee Year" shall be each successive twelve (12) month period following the Opening. Payment of the Community Impact Fee shall be as follows:

(a) First Impact Fee Year:

Commencing on the first day of the month after the Opening and continuing on the first day of each month thereafter during the first Impact Fee Year, the Owner shall make monthly installment payments of the Community Impact Fee to the City (an "Installment Payment" or the "Installment Payments"), each to be one percent (1.00%) of the Project's Gross Gaming Revenue in the prior calendar month; provided that in no event shall the sum of the twelve (12) Installment Payments in the first Impact Fee Year be less than Four Million Two Hundred Fifty Thousand Dollars ($4,250,000) (the "First Minimum Payment").

(b) Second Impact Fee Year:

Commencing on the first day of the month after the first Impact Fee Year and continuing on the first day of each month thereafter during the second Impact Fee Year, the Owner shall make monthly Installment Payments to the City, each to be one and one quarter percent (1.25%) of the Project's Gross Gaming Revenue in the prior calendar month; provided that in no event shall the sum of the twelve (12) Installment Payments in the second Impact Fee Year be less than Four Million Seven Hundred Fifty Thousand Dollars ($4,750,000) (the "Second Minimum Payment").

(c) Third Impact Fee Year:

Commencing on the first day of the month after the second Impact Fee Year and continuing on the first day of each month thereafter during the third Impact Fee Year, the Owner shall make monthly Installment Payments to the City, each to be one and one quarter percent (1.25%) of the Project's Gross Gaming Revenue in the prior calendar month; provided that in no event shall the sum of the twelve (12) Installment Payments in the third Impact Fee Year be less than Five Million Dollars ($5,000,000) (the "Third Minimum Payment").

(d) Fourth Impact Fee Year:

Commencing on the first day of the month after the third Impact Fee Year and continuing on the first day of each month thereafter during the fourth Impact Fee Year, the Owner shall make monthly Installment Payments to the City, each to be one and one half percent (1.50%) of the Project's Gross Gaming Revenue in the prior calendar month; provided that in no event shall the sum of the twelve (12) Installment Payments in the fourth Impact Fee Year be less than Five Million Five Hundred Thousand Dollars ($5,500,000) (the "Fourth Minimum Payment").

(e) Fifth and Subsequent Impact Fee Years:

Commencing on the first day of the month after the fourth Impact Fee Year, and continuing on the first day of each month thereafter for the duration of this Agreement, the Owner shall make monthly Installment Payments to the City as follows, each to be one and one half percent (1.50%) of the Project's Gross Gaming Revenue in the prior calendar month; provided that in no event shall the sum of the twelve (12) Installment Payments in the fifth and all subsequent Impact Fee Years be less than Nine Million Dollars ($9,000,000) (the "Ongoing Minimum Payment").

(f) Heightened Gross Gaming Revenue:

Notwithstanding any provision of Sections 2.B.2(a), (b), (c), (d) or (e) of this Agreement to the contrary, in any Impact Fee Year for which the Project's Gross Gaming Revenue is One Billion Two Hundred Fifty Million Dollars ($1,250,000,000) (as escalated for inflation using mutually agreeable, then applicable consumer price indexes in good faith) or greater, the Owner shall make a Make-Whole Payment (defined below) to the City such that the total Community Impact Fee paid the City for such Impact Fee Year is equal to one and three quarters percent (1.75%) of the Project's Gross Gaming Revenue; and, provided further, that in any Impact Fee Year for which the Project's Gross Gaming Revenue is One Billion Five Hundred Million Dollars ($1,500,000,000) (as escalated for inflation using mutually agreeable, then applicable consumer price indexes in good faith) or greater, the Owner shall make a Make-Whole Payment to the City such that the total Community Impact Fee paid the City for such Impact Fee Year is equal to two percent (2%) of the Project's Gross Gaming Revenue.

(g) Make-Whole Payment:

The Owner hereby agrees to pay, not later than fifteen (15) days following the end of each Impact Fee Year (i) any amount by which the sum of the twelve (12) Installment Payments made during such Impact Fee Year was less than the First Minimum Payment, the Second Minimum Payment, the Third Minimum Payment, the Fourth Minimum Payment or the Ongoing Minimum Payment, respectively, or (ii) any amount required by Section 2.B.2(f) of this Agreement (a "Make-Whole Payment").

(h) Certification of Gross Gaming Revenue:

Each monthly Installment Payment and Make-Whole Payment made to the City under Section 2.B.2 of this Agreement shall be accompanied by documentation reasonably acceptable to the City certifying the Gross Gaming Revenue received by the Owner in the respective payment period.

(i) Credits for Pre-Payments.

The City and the Owner agree that in each of the first five (5) Impact Fee Years, the amount of the annual Community Impact Fee to be paid by the Owner to the City shall be reduced by an amount equal to twenty percent (20%) of the aggregate amount of the Pre-Payments, provided that in no event shall such reduction cause the Community Impact Fee in any Impact Fee Year to be less than the First Minimum Payment, the Second Minimum Payment, the Third Minimum Payment, the Fourth Minimum Payment or the Ongoing Minimum Payment, respectively; provided further that in the event that the Community Impact Fee in any Impact Fee Year is not sufficiently higher than the First Minimum Payment, the Second Minimum Payment, the Third Minimum Payment, the Fourth Minimum Payment or the Ongoing Minimum Payment, respectively, to provide the reduction that would otherwise be due, then the amount of the reduction not received by the Owner shall be provided in the next Impact Fee Year in which the Community Impact Fee is sufficient to allow such reduction to be received. For example, if the aggregate amount of the Pre-Payments is $6,000,000, then the Community Impact Fee shall be reduced by $1,200,000 in each of the first five (5) Impact Fee Years. For the purpose of clarity, the entirety of the Pre-Payments shall be repaid to the Owner in the form of reductions in the Community Impact Fee due from the Owner to the City.

C. UNANTICIPATED PRE-DEVELOPMENT TAX INCREASE OFFSETS

1. For City fiscal year 2013, total real property taxes due to the City for the approximately 45 acres of the Property located in the City (the "Revere Property") were approximately $343,164.50. Until such time as the Owner receives a Material Building Permit, defined below, the City and the Owner do not anticipate that the total real property taxes due to the City for the Revere Property for any subsequent City fiscal year will increase by more than five percent (5%) over the prior City fiscal year (the "Maximum Anticipated Tax Bill"). The Owner is relying on this mutual understanding regarding the Maximum Anticipated Tax Bill as a basis for its agreement to make the Community Impact Fee payments set forth herein.

2. The Owner and the City anticipate that the Owner will construct on the Revere Property certain improvements to existing racing-related structures (such as barns, maintenance buildings, and the like) and surface parking improvements accessory to the Project (the "Anticipated Improvements"). Notwithstanding Section 2.C.1 of this Agreement, increases in total real property taxes due to the City for the Revere Property attributable to any Anticipated Improvements shall not be counted towards the calculation of the Maximum Anticipated Tax Bill in the City fiscal year in which such Additional Improvements are first assessed, but shall be counted towards the calculation of the Maximum Anticipated Tax Bill in subsequent City fiscal years.

3. Upon the Effective Date, in the event that total real property taxes due to the City for the Revere Property for any City fiscal year exceed the Maximum Anticipated Tax Bill (exclusive of Anticipated Improvements), then the Owner may reduce the payments made under Section 2.B.2 of this Agreement in the next succeeding Impact Fee Year by the amount due to the City in excess of the Maximum Anticipated Tax Bill. For example, if the Maximum Anticipated Tax Bill for a City fiscal year is $350,000, but the actual total real property taxes due to the City in such City fiscal year are $375,000, then the Owner may reduce the payments made under Section

2.B.2 of this Agreement in the next succeeding Impact Fee Year by $25,000, and the Maximum Anticipated Tax Bill for the next City fiscal year shall be $367,500 (5% more than $350,000).

4. The provisions of Sections 2.C.1, 2.C.2, and 2.C.3 above shall be of no force and effect following the date that the Owner receives a building permit for a change of use for the Revere Property or a building permit for an improvement that is not an Anticipated Improvement (a "Material Building Permit").

D. OTHER FINANCIAL OBLIGATIONS

1. Wonderland Greyhound Park. The Owner shall cause its affiliate which owns the property commonly known as the Wonderland Greyhound Park ("Wonderland") to commission a master plan study, conducted by a consultant or consultants reasonably approved by the City, for the future development of Wonderland, provided that such master plan shall be completed and delivered to the City not later than one (1) year after the Owner's receipt of its Gaming License. The City acknowledges that Elkus-Manfredi would be an acceptable consultant if selected by the Owner to prepare the master plan study.

2. Community Improvements. Not later than the Financing Date, the Owner shall (i) make a payment to the City in the amount of Two Million Dollars ($2,000,000) towards the renovation by the City of the City's football field, (ii) make a payment to the City in the amount of One Million Dollars ($1,000,000) towards the construction of a youth center in the City, and (iii) at the Owner's expense, cause the Owner's architect to prepare schematic designs for a youth center in the City in collaboration with the City.

3. Reimbursement of Costs. The Parties acknowledge that the Owner and the City entered into a separate agreement concerning the reimbursement of costs related to certain of the City's expenses in negotiating this Agreement and carrying out the Ballot Question Election. Following the Ballot Question Election, the Owner shall within thirty (30) days of receipt of a proper invoice, directly reimburse the City for all reasonable costs incurred by the City for outside consultants, legal counsel and other such similar and reasonable costs of third party service providers necessary in connection with (i) the Owner's application for a Gaming License, (ii) the implementation of this Agreement by the City, (iii) the review of the Infrastructure Improvements required by this Agreement, and (iv) other ongoing Project-related expenses; provided, however, that the City shall not seek reimbursement from the Owner for any such costs for which it has received reimbursement from the Gaming Commission; and, provided further, the aggregate amount of such reimbursement for costs incurred after the date hereof in any City fiscal year shall not exceed $50,000.

E. CONSTRUCTION AND PERMANENT EMPLOYMENT

The Owner shall make and cause its agents, operators and contractors to make certain commitments relating to employment at the Project as follows:

1. Construction Employment. The Owner shall ensure that its general contractor or construction manager for the Project and those engaged by said general contractor or construction manager, on a craft-by-craft basis, shall use best efforts to meet the following goals:

(a) at least ten percent (10%) of the total employee worker hours in each trade shall be by bona fide residents of the City; provided, however, that for any future projects by the Owner to be constructed exclusively within the municipal boundaries of the City, the Owner shall in good faith endeavor to substantially increase the percentage of total employee worker hours by bona fide residents of the City in such future projects;

(b) at least twenty five percent (25%) of the total employee worker hours in each trade shall be by minorities; and

(c) at least ten percent (10%) of the total employee worker hours in each trade shall be by women.

2. Permanent Employment.

(a) The Owner shall use best efforts to ensure that at least ten percent (10%) of the total permanent workforce for the Project shall be bona fide City residents; provided, however, that for any future projects by the Owner to be located exclusively within the municipal boundaries of the City, the Owner shall in good faith endeavor to substantially increase the percentage of bona fide City residents within its permanent workforce in such future projects;

(b) The Owner's workforce shall be unionized and organized in accordance with Section 18(18) of Chapter 23K.

(c) Throughout the Term of this Agreement, the Owner shall employ one or more full-time employees to promote awareness of employment and business opportunities at the Project for City residents and businesses, including, without limitation, the job opportunities and local business, purchasing and economic development initiatives set forth in this Agreement, as well as to undertake outreach to neighborhood groups in the City.

(d) The Owner agrees to comply with the job creation and employment commitments listed in the attached Exhibit E.

(e) The Parties acknowledge that the Project is an important public policy initiative that requires the involvement of the entire community and adjoining communities. In that regard, the Owner shall work with the City to devise a plan to hold a jobs fair to promote the opportunities at the facility and shall work with the City to devise a network of training and recruitment partners. The Owner shall work with the City and other communities in the vicinity of the Project to encourage expansion of access to employment for minorities, women and veterans and other disadvantaged groups and generally to expand local employment opportunities. The Owner shall establish a protocol which shall be submitted to the City annually to define and assess these employment and other opportunities for City

residents.

F. PARKING

1. On-Street Parking by Employees Prohibited. The Owner shall, in consultation with the City, adopt and enforce policies prohibiting employees, contractors and agents of the Project from parking their vehicles on streets in the City.

2. Parking on the Property. The Owner shall use reasonable efforts to provide parking facilities on the Property sufficient to accommodate all patrons of the Project.

3. Parking at Wonderland. If the Owner decides, in its sole discretion, to use the Wonderland property to provide parking facilities for patrons, employees, contractors, agents and other visitors of the Project, it shall only do so for a maximum of three (3) years following the Opening, subject to an extension of such time granted in writing by the City in its sole discretion.

4. Parking Plan. The Owner shall, as soon as reasonably possible after the Effective Date and not later than three (3) months after receiving the Gaming License, provide the City with a list of properties located in the City to be utilized by the Owner to provide parking facilities for patrons, employees, contractors, agents and other visitors of the Project. In addition to obtaining any necessary permits, licenses and other approvals from the City for such parking facilities, the Owner shall, in consultation with the City, develop a plan to minimize the impacts of such parking facilities on City residents and businesses.

G. SUPPORT FOR CITY APPLICATIONS FOR COMMUNITY MITIGATION FUNDS

Upon the Effective Date, the Owner shall support the City's requests for payments from the Community Mitigation Fund. Such support shall include, but not be limited to: (i) providing letters in support of the City's applications for funds; (ii) providing any non-proprietary and non-confidential studies, data, or other information requested by the Commission in order to process the City's applications for funds (with costs not to exceed $50,000 per annum); and (iii) making personal appearances and/or testimony from representatives of the Owner at meetings of the Commission in support of the City's applications for funds.

H. ONGOING COMMUNITY MITIGATION

1. Vendor Opportunities. On an annual basis, the Owner shall utilize best efforts to purchase not less than Seven Million Five Hundred Thousand Dollars ($7,500,000.00) in goods and services from vendors and companies with a principal place of business in the City. The Owner shall work with the City to hold vendor fairs that provide City businesses with information concerning providing goods and services to the Project. The Owner shall meet with local businesses regarding any opportunities to open satellite businesses within the Project. Moreover, the Owner shall ensure that City businesses will be able to benefit from partnership programs that incentivize employees and patrons of the Project to utilize City businesses, including through the rewards program maintained by the Owner's operator. In addition, the Owner will create and implement a marketing program for the utilization of minority business

enterprises, women business enterprises and veteran business enterprises to participate as vendors in the provision of goods and services procured by the Owner and any businesses operated as part of the Project. The Owner shall, on a semi-annual basis, consult with the Revere Chamber of Commerce, the Community Advisory Board (defined below) and such other business groups or associations as the City may reasonably request to identify opportunities in furtherance of the objectives set forth in this section. The Owner shall, upon reasonable request, meet with the Mayor to provide updates on the Owner's efforts to comply with this Section 2.H.1. The Owner's obligations under this section shall be subject to the availability of such goods and services on commercially reasonable terms.

2. Community Advisory Board. The Owner shall work with the City to establish a "Community Advisory Board" to provide additional benefits relevant to the impacts of the Project and to generally benefit the City and its residents. The Owner shall work with the Community Advisory Board to develop mechanisms and networks for the inclusion of local vendors, with special emphasis on women, minority and veteran-owned enterprises in accordance with Sections 15(15) and 18(16) of Chapter 23K, and to provide goods, services and materials for the Project on an on-going basis in accordance with Section 18(10) of Chapter 23K, all in coordination with the Owner's obligations under this Agreement. The Owner shall use commercially reasonable efforts to cause its agents, operators and contractors operating in any portion of the Project to comply with this provision.

3. Additionally, the Owner shall:

(a) work with the City to develop a program to provide incentives for employees and patrons of the Project to utilize other businesses located in the City;

(b) enter into a construction mitigation agreement with the City that is similar to the form used by the City of Boston to address and mitigate impacts on the City's residents and businesses associated with construction activity at the Project; and

(c) ensure that taxi cab and livery service businesses based in the City shall have equal access to serve patrons and employees of the Project as is provided to taxi cabs and livery services based outside the City to the extent permitted under applicable laws and regulations.

I. HORSE RACING

As required by Chapter 23K, the Owner, as the holder of a live racing license under M.G.L. c. 128A, shall maintain the existing racing facility on the Property, subject to the permitted changes in the number of live racing days. Nothing in this Agreement shall limit, impact or waive the City's right to receive the local share of racing taxes currently collected by the Commonwealth pursuant to M.G.L. c. 58, § 18D, as the same may be amended.

J. INCREASES IN CAR INSURANCE RATES

The Owner shall use best efforts to work with the Commonwealth's Division of Insurance to monitor, reduce or eliminate increases to car insurance rates within the City that are proposed as a result of the Project, including, without limitation, a safe driver educational program for all employees and the promotion of safe, unimpaired driving for all guests and patrons.

K. VEHICLES FOR HIRE

Due to increase in use of and demand for taxi cabs and other vehicles for hire to serve the Project, the Owner shall work with the City to facilitate and mitigate the use and impact of such vehicles in the City. The City will monitor and enforce rules, regulations and operation of such vehicles.

L. GUARANTEED RIDE HOME PROGRAM

The Owner shall establish a guaranteed ride home program funded and implemented by the Owner to provide safe rides home for patrons whose driving may be impaired. The guaranteed ride home program shall include advertising and informing patrons of the existence of the program and training of employees at the Project with respect to the program In addition, the Owner shall implement a guaranteed ride home program for all employees.

M. COMPULSIVE GAMBLING RESOURCES

The Owner shall implement a responsible gaming plan at the Property to make sure that those people who cannot game responsibly get the help they need and to make sure that people who can game responsibly understand the importance of gaming responsibly. The Owner shall mitigate the potential negative public health consequences associated with the Project.

The Owner shall accomplish the responsible gaming goals for the Project by, among other things: (i) complying in every respect with all responsible gaming provisions in Chapter 23K and all responsible gaming provisions subsequently adopted by the Commission or adopted by the City or its departments or agencies; (ii) ensuring that all patrons of the Project are twenty-one (21) years of age or over, as required by Chapter 23K; (iii) educating its employees through formal training programs about the importance of responsible gaming and underage gambling and the policies and procedures of Owner's responsible gaming programs; (iv) providing information to patrons about the odds of games, signs and symptoms of compulsive gaming and how to make responsible gaming decisions; (v) promoting responsible gaming in daily operations; and (vi) supporting public awareness of responsible gaming, including, at a minimum, working with the National Council on Problem Gambling, Inc., its local councils and other service agencies in and around the City and region on a continuing basis to promote a better understanding of responsible gaming and underage gambling and supporting research on responsible gaming and underage gambling issues through on-going financial contributions.

The Owner shall implement a "self-restriction" program that allows anyone to request not to receive direct marketing by the Owner's owned, managed, or operated properties, as well as to be denied credit and check cashing privileges at the Project. Forms to request self-restriction or

self-exclusion shall be readily available to all customers and individuals who visit the Property.

The Owner shall join and actively participate in the Massachusetts Partnership for Responsible Gaming and actively work with City agencies for the express purpose of assisting the City to address issues of treatment for compulsive behavior, especially problem gaming in the City. The Owner's obligations under this Section 2.M shall not be inconsistent with any applicable orders, rules, policies or other directives of the Commission, the Commonwealth of Massachusetts, or any other governmental body, agency, authority or commission.

N. EXPANSION OF THE GAMING ESTABLISHMENT

If the Owner seeks to expand its gaming establishment onto the Revere Property or beyond the Property onto property located within or outside the City, the Owner shall promptly notify the City and the Parties shall negotiate in good faith an amendment to this Agreement to mitigate any negative impacts, if any, upon the City of such expansion.

O. INSURANCE AND INDEMNIFICATION OF THE CITY

1. Insurance.

(a) The Owner shall maintain in full force and effect the types and amounts of insurance as set forth below, and to the extent permissible by applicable law, the City shall be named as an additional insured under each policy. The Owner shall be responsible for all deductibles related to such insurance. In addition, the City may require commercially reasonable increases in all insurance coverage amounts from time to time as may be appropriate for projects of similar size and complexity.

Type of Coverage	**Requirements**
Commercial General Liability (occurrence form)	Coverage shall include products liability, completed operations, liquor liability, garagekeepers legal liability, damage to rented premises, personal and advertising injury and blanket contractual injury. The policy shall have limits of at least $1,000,000 per occurrence and $2,000,000 per location aggregate for property damage and bodily injury.
Automobile Liability Insurance	$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	Limits as required by statute in the Commonwealth covering all of the Owner's personnel performing work

Insurance	or services in connection with the Project.
Employers' Liability Insurance	$1,000,000 each accident and each employee for disease.
Umbrella and/or Excess Liability Insurance	$200,000,000 each occurrence/aggregate.
Pollution Legal Liability Insurance	$5,000,000 each occurrence/aggregate. This policy shall provide coverage for third-party bodily injury, property damage, cleanup costs and defense costs that arise in connection with the Project.

(b) Prior to undertaking any activities on the Property, the Owner and any of its authorized representatives shall first provide the City certificates of insurance evidencing all insurance policies that the Owner and any of its authorized representatives (including, without limitation, any architects, engineers, general contractors, subcontractors, and consultants) are required to carry hereunder. All such certificates of insurance shall confirm the specific coverage requirements stated above and shall unequivocally state that should any of the above-described policies lapse, be materially changed, or be cancelled before the expiration date thereof, the issuing insurer shall provide thirty (30) days written notice to the City.

(c) All policies of insurance referred to herein shall be written in a form that is reasonably acceptable to the City and by companies that are authorized to do business in the Commonwealth and having a financial strength rating by A.M. Best Company, Inc. of not less than "A-" or its equivalent from another recognized rating agency. The City, in its sole discretion, may waive or modify one or more of the foregoing insurance requirements if the same are not available on commercially reasonably terms. All policies of insurance shall provide that any act or negligence of the Owner shall not prejudice the rights of the City as a party insured under said policies. If requested by the City in writing, the Owner shall furnish the City with certified copies of the insurance policies required hereunder.

2. Policies Non-Cancelable. The Owner agrees that all policies of insurance referred to herein shall not be canceled or allowed to lapse nor shall any material change be made in any such policy which changes, restricts or reduces the insurance provided, nor shall there be a change in the name of the insured, without first giving thirty (30) days notice in writing to the City.

3. Keep in Good Standing. The Owner 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 the Owner shall so perform and satisfy the requirements of the companies writing such policies.

4. Waiver of Subrogation. The Owner hereby waives all rights of recovery against the City and its authorized representatives on account of loss or damage to the Property, and to the extent that the Owner obtains an insurance policy for such loss or damage, the Owner shall cause such policy to be endorsed to waive the insurer's rights of subrogation against the City and its authorized representatives.

5. Indemnity. Upon the Effective Date, the Owner shall defend, indemnify and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against any claims, actions, demands, fines, penalties, costs, expenses, damages, losses, obligations, judgments, liabilities, and suits, including reasonable attorneys' fees, reasonable experts' fees and associated court costs ("Liabilities") that arise from or relate in any way to: (i) the validity of this Agreement and all of this Agreement's individual provisions; (ii) the authority of the City to enter into this Agreement; (iii) the validity of the Ballot Question Election and votes cast at the Ballot Question Election; (iv) any threatened or actual litigation arising from the City's participation in this Agreement; (v) the gross negligence or willful misconduct of the Owner, or any of the Owner's authorized representatives in the performance of any activity, undertaking or obligation arising out of this Agreement; and (vi) any breach of or default under this Agreement by the Owner; provided, however, that the Owner shall not be liable for any losses to the extent caused by the gross negligence or willful misconduct of any one or more of the City or its authorized representatives. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the City which would exist at common law or under other provisions of this Agreement, and the extent of the obligation of indemnification shall not be limited by any provision of insurance undertaken in accordance with this Agreement. This indemnification shall survive the termination or expiration of this Agreement for a period equal to the applicable statute of limitations period. If any action or proceeding is brought against the City arising out of any occurrence described in this section, upon notice from the City the Owner shall, at its expense, defend such action or proceeding using legal counsel approved by the City, provided that no such action or proceeding shall be settled without the approval of the City.

P. SECURITY FOR OWNER'S OBLIGATIONS

1. Letter of Credit.

(a) To secure the Owner's obligation under this Agreement to make payments of the Community Impact Fee, upon and following the Opening, (i) the Owner shall deliver to the City an original irrevocable standby letter of credit issued by a major money center bank located within the United States reasonably acceptable to the City in the initial sum of Five Million Dollars ($5,000,000) (the "Letter of Credit"). The Letter of Credit shall be issued in accordance with, and subject to, the International Standby Practices (ISP98) International Chamber of Commerce Publication No. 590 and the rules of the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication No. 500, as most recently published and/or updated by the International Chamber of Commerce, or any successor code of standby letter of credit practices generally adopted by the issuing bank as may be in effect at the time of issuance (the "Letter of Credit

Standards").

(b) The Letter of Credit shall be in form and substance acceptable to the City in accordance with the Letter of Credit Standards set forth above. The Letter of Credit shall automatically renew. The Owner shall be obligated to maintain the Letter of Credit for the Term of the Agreement.

(c) During the Term, the Letter of Credit shall be renewed or replaced prior to expiry with either a renewal of the then current Letter of Credit or with a replacement Letter of Credit satisfying the other requirements of this Section, in either case extending the expiry of the Letter of Credit for at least twelve (12) months. At least forty-five (45) days prior to the expiration of the then-current Letter of Credit, the Owner shall notify the City in writing of its intention to deliver an original renewal or a replacement Letter of Credit. The Owner shall deliver an original renewal or a replacement Letter of Credit to the City at least thirty (30) days prior to expiration of the then current Letter of Credit. If a satisfactory renewal or replacement Letter of Credit has not been delivered to the City at least thirty (30) days prior to the expiration of the then current Letter of Credit, the City shall be entitled to draw on the then existing Letter of Credit and shall hold the funds in escrow until such time as a replacement Letter of Credit has been provided to the City. The provisions of this Section shall survive the termination or expiration of this Agreement.

2. Late Payment Penalty. If any portion of any payment due to the City under this Agreement is not received by the City as of the due date for such payment, then such portion shall be deemed overdue and shall bear interest of eighteen percent (18.00%) per month from the date that is five (5) business days after the date of notice by the City to Owner of such late payment until received by the City.

Q. AGREEMENT TO BE A CONDITION OF THE OWNER'S GAMING LICENSE

The Owner shall use reasonable efforts to ensure that full compliance with the terms of this Agreement, including, but not limited to, making timely payments to the City of all amounts due under this Agreement, shall be a binding condition of its Gaming License and that any default by the Owner with respect to this Agreement shall constitute an automatic suspension of the Gaming License, with the Owner's "reasonable efforts" to include, but not be limited to, proposing such a condition in its application for a Gaming License. If such a condition is not included in the Owner's Gaming License, the Owner shall promptly notify the City and the Parties shall negotiate in good faith an amendment to this Agreement to mitigate any negative impacts, if any, upon the City as a result.

R. ENFORCEMENT OF PAYMENTS TO THE CITY

In the event that the Owner fails to make any payment hereunder when due, the Owner agrees (unless the Owner and the City are in good faith disputing whether such payment is due) not to object to or oppose any effort by the City to seek a judgment in a court of competent jurisdiction to enforce a payment default under this Agreement and to obtain a judgment lien against the Property.

S. STATUTORY BASIS FOR FEES

The Owner recognizes and acknowledges that the Community Impact Fee and other payments to the City required by this Agreement: (i) are authorized under Section 15(8) of Chapter 23K and M.G.L. c. 40, § 22F; (ii) are being charged to the Owner in exchange for particular governmental services which benefit the Owner in a manner not shared by other members of society; (iii) will be paid by the Owner by choice in that the Owner has voluntarily entered into this Agreement and is voluntarily seeking a Gaming License; and (iv) will be paid primarily not to provide additional revenue to the City but to compensate the City for providing the Owner with the services required to allow the Owner to construct and operate the Project and to mitigate the impact of the Owner's activities on the City and its residents.

T. COVENANTS OF THE OWNER

1. Affirmative Covenants of the Owner. The Owner covenants that throughout the Term, the Owner 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 a Gaming License, and comply with all legal 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 upon the request of the City all financial reports and other such written materials provided by Owner to the Commission or to other municipalities.

(d) Make or cause to be made, annual capital expenditures to the Project consistent with Section 21(a)(4) of the Chapter 23K.

2. License Application. The Owner shall:

(a) Promptly, completely and accurately submit to the Commission its completed response to the Commission's RFA-2 (the "RFA-2 Response"), all other information as the Commission may from time to time require from the Owner in connection with its application for a Gaming License, make all payments required under Chapter 23K to be made by an applicant for a Gaming License and use its best efforts to satisfy all criteria necessary to be issued a Gaming License by the Commission;

(b) Furnish to the City a copy of the RFA-2 Response simultaneous with or immediately following its submission to the Commission 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; and

(d) Prior to the Commission issuing a Gaming License to the Owner, keep the City informed as to all material contacts and communications between the Commission and its staff and the Owner so as to enable the City to evaluate the likelihood and timing of the Commission issuing a Gaming License to the Owner.

3. Negative Covenant of the Owner. The Owner covenants that throughout the Term, the Owner shall not declare or pay any dividends, payments or distributions to any members or shareholders of the Owner upon the occurrence of default of any payment to the City required under this Agreement until such default is cured.

4. Confidentiality of Deliveries. To the extent that Chapter 23K other laws of the Commonwealth, in the reasonable opinion of the City, allow confidential treatment of items Owner is obligated to furnish to the City, the City agrees to keep such 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 a court order. Further, to the extent that the Owner 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, the City shall maintain such documentation and information confidential to the extent permitted by applicable law. In the event that the City is not able to assure the confidential treatment of any of any of the items required under this section, then Owner may satisfy its obligations under this section by making such items available for in-person review and inspection by the City without obligation to deliver printed copies to the City.

U. REPRESENTATIONS AND WARRANTIES OF THE OWNER

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

1. The Owner is a duly formed limited liability company organized under the laws of the Commonwealth of Massachusetts and is in good standing and qualified to do business under the laws of the Commonwealth of Massachusetts;

2. The Owner has taken all actions required by law to approve the execution of this Agreement;

3. The Owner's entry into this Agreement and/or the performance of the Owner's obligations under this Agreement do not violate any contract, agreement or other legal obligation of the Owner;

4. The Owner's entry into this Agreement and/or the performance of the Owner's obligations under this Agreement do not constitute a violation of any state or federal statute or judicial decision to which the Owner is subject;

5. There are no pending lawsuits or other actions or proceedings which would prevent or impair the timely performance of the Owner's obligations under this Agreement;

6. The Owner has the legal right, power, and authority to enter into this Agreement and to consummate the obligations contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by the Owner is requisite to the valid and binding execution, delivery, and performance of this Agreement, except as otherwise expressly set forth herein, and this Agreement is enforceable against the Owner;

7. The individual executing this Agreement on behalf of the Owner is authorized to execute this Agreement on behalf of the Owner; and

8. This Agreement is binding on the Owner and is enforceable against the Owner in accordance with its terms, subject to applicable principles of contract, equity and insolvency laws.

SECTION 3. RESPONSIBILITIES AND UNDERTAKINGS BY THE CITY

A. BINDING VOTE ON A BALLOT QUESTION

Upon the Owner's request (the "Election Request"), the City shall schedule the Ballot Question Election. In accordance with and subject to the provisions of Section 15(13) of Chapter 23K, the City shall hold the Ballot Question Election not less than sixty (60) days but not more than ninety (90) days from the date that the Owner's request for the Ballot Question Election is received by the City.

B. LOCAL PERMITTING

To the extent permissible by law, the City (i) agrees to expedite all permitting, zoning relief and other entitlements necessary for the Owner's development of the Project (and all future phases of the Project), (ii) commits to support tax incentive financing for the Owner or any of its affiliates in connection with the development or redevelopment of any land owned by the Owner or any of its affiliates in the City, including Wonderland, so long as such development is not a part of the Project, (iii) agrees to expedite all permitting, zoning relief and other entitlements necessary for the Owner's affiliate's future development of Wonderland, and (iv) commits to support infrastructure investment incentive financing for the development or redevelopment of any land owned by the Owner or any of its affiliates in the City, including Wonderland, so long as such development is not a part of the Project.

C. EXCLUSIVITY

During the term of this Agreement, the City shall not sign another Host Community Agreement with any other gaming license applicant, gaming licensee or owner of a gaming establishment other than the Owner and will only enter into a Surrounding Community Agreement relating to another Applicant if required by the Commission. To the extent permissible by law, the City (i) shall support the Owner's application for a Category 1 License for the Project as the sole application within the City for a license to operate any gaming establishment, and (ii) shall not support the application or proposal of any other person to obtain a license to operate any gaming establishment.

D. SUPPORT FOR THE PROJECT

To the extent permissible by law, the City shall informally advise the Owner concerning, and shall actively cooperate with and publicly support, the Owner's efforts to obtain from the appropriate municipal, state and federal bodies and agencies, all such permits, licenses and approvals as may be necessary to carry out the Project, including without limitation the Owner's Gaming License.

E. ZONING AMENDMENTS

The City wishes to encourage the Owner to develop additional future phases of the Project on the Revere Property for the purpose of generating additional tax revenue and creating further jobs and economic development. To facilitate such future possible development, the City shall cause the Mayor to file and support zoning amendments as may be requested by the Owner.

F. REPRESENTATIONS AND WARRANTIES OF THE CITY

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

1. 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;

2. 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;

3. The City's entry into this Agreement and/or the performance of the City's obligations under this Agreement do not violate any contract, agreement or other legal obligation of the City;

4. The City's entry into this Agreement and/or the performance of the City's obligations under this Agreement do not constitute a violation of any state or federal statute or judicial decision to which the City is subject;

5. There are no pending lawsuits or other actions or proceedings which would prevent or impair the timely performance of the City's obligations under this Agreement; and

6. The individual executing this Agreement on behalf of the City is authorized to execute this Agreement on behalf of the City.

SECTION 4. GENERAL PROVISIONS

A. RECITALS

The Recitals set forth above are incorporated herein by reference as though fully set forth herein.

B. BINDING AGREEMENT

This Agreement is binding upon and enforceable against, and inures to the benefit of, the Parties hereto and their successors and assigns (including, without limitation, any successor owner or owners of the Project, but excluding mortgagees of the Project or those claiming through mortgagees of the Project, unless said mortgagee obtains title to the Property and proceeds with the development of a gaming establishment on the Property). This Agreement shall remain binding upon and enforceable against the Parties hereto and their successors and assigns in the event that the Commission, some other duly authorized governmental agency or a court of competent jurisdiction determines that the City is not a Host Community for the purposes of Chapter 23K.

C. REGULATIONS OF THE COMMISSION

The Parties shall negotiate in good faith an amendment or amendments to this Agreement to incorporate any terms, provisions or subjects required to be included in this Agreement by the Commission or to make any provision of this Agreement consistent with the Commission's regulations or policies.

D. NO LIABILITY FOR APPROVALS AND INSPECTIONS

No approval to be made by the City under this Agreement or any inspection of the Project 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.

E. TIME IS OF THE ESSENCE

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

F. NO PARTNERSHIP

No relationship between the City and the Owner of partnership or joint venture is intended to be created hereby, and any such relationship is hereby disclaimed.

G. RECORDING

The Parties shall cooperate in recording and filing a copy of a customary form of notice of agreement with the Suffolk County Registry of Deeds and Suffolk County Registry District of the Land Court. Upon the termination of this Agreement, the Parties shall cooperate in recording and filing a customary form of a notice of termination of notice of agreement with the Suffolk County Registry of Deeds and Suffolk County Registry District of the Land Court. The

costs of recording the notice of agreement and notice of termination of notice of agreement shall be paid by the Owner.

H. TRANSFER OF INTERESTS

The Owner shall have continually the right to grant a mortgage or mortgages on all or any portion of the Property, and to transfer its interest herein to any such mortgagee, to the purchaser at a foreclosure sale or otherwise in connection with the exercise of remedies under any such mortgage. In addition, the Owner shall have the right to transfer or assign its rights and interests under this Agreement, provided that:

(i) at the time of such transfer or assignment, the Owner has made all payments then due and payable under this Agreement;

(ii) if a Gaming License has been issued for the Project or any portion of the Property, the transfer or assignment is in connection with a transfer or assignment of such Gaming License and such transfer or assignment is permitted or has been approved pursuant to Chapter 23K;

(iii) the successor or assignee shall expressly assume and agree to perform and comply with all of the covenants and agreements of this Agreement to be performed by the Owner; and

(iv) the Owner shall deliver to the City prior to or promptly after such transfer or assignment, a copy of the instrument or instruments evidencing any such assignment to and assumption by the successor or assignee.

The liability of the Owner or its successors or assigns (including, without limitation, mortgagees) arising under this Agreement shall be limited solely to the interests of the Owner in the Project, and no trustee, officer, director, manager, member, owner, agent, representative or employee of the Owner, or their respective successors or assigns, or any person or entity directly or indirectly holding any interests in any of the foregoing from time to time, or any such person's or entity's separate assets or property shall have or be subject to any personal or individual liability with respect to any obligation or liability hereunder, nor shall any person or entity be answerable or liable hereunder in any equitable proceeding or order beyond the extent of its interest in the Project. No holder of a mortgage on any or all of the buildings or portions of the Project, as the case may be, shall be liable to perform, or be liable in damages for failure to perform, any of the obligations of the Owner hereunder unless and until such holder acquires title to the Project by foreclosure or deed in lieu of foreclosure and pursues the completion of the Project in accordance with the provisions hereof.

I. REPRESENTATIVES AND AGENTS NOT INDIVIDUALLY LIABLE

No member, official, employee, agent, or other authorized representative of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, employee, agent, or representative participate in any decision relating to this Agreement

which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. No member, official, employee, agent, or other authorized representative of the City shall be personally liable to the Owner, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Owner or its successor or on any obligations under the terms of this Agreement. No stockholder, member, indirect or direct owner, director, manager, officer, employee, agent, or other authorized representative of the Owner or of Caesars Massachusetts Management Company, LLC shall be personally liable to the City, or any successor in interest, in the event of any default or breach by the Owner or for any amount which may become due to the City or its successor or on any obligations under the terms of this Agreement.

J. NOTICES

All notices and other communications required or permitted under this Agreement shall be in writing, signed by a duly authorized officer or representative of the City or the Owner, as the case may be, and shall be (i) delivered by nationally recognized overnight delivery service, or (ii) mailed by certified or registered mail, return receipt requested, postage prepaid, to the Parties at the following addresses or such other addresses as each may have specified to the other by such a notice:

City:
Mayor of Revere
Office of the Mayor
281 Broadway
Revere, Massachusetts 02151
Attention: The Honorable Daniel Rizzo

with copies to:
City of Revere City Solicitor
Office of the City Solicitor
281 Broadway
Revere, Massachusetts 0151
Attention: Paul Capizzi, Esq.

And

Mirick, O'Connell, DeMallie & Lougee, LLP
100 Front Street
Worcester, Massachusetts 01608
Attention: Brian R. Falk, Esq.

Owner:
Sterling Suffolk Racecourse, LLC
525 McClellan Highway
East Boston, Massachusetts 02128
Attention: William J. Mulrow

with a copy to: DLA Piper LLP (US)
33 Arch Street, 26th Floor
Boston, Massachusetts 02110
Attention: Charles A. Baker III, Esq.

Any such notice shall be deemed to have been given on the date received or refused during normal business hours. The City specifically acknowledges that the Owner may change its designated street address.

K. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be determined to be invalid and unenforceable, the remainder of this Agreement, or the application of such terms to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law; provided, however, that the City shall have the right to seek special legislation in order to validate any term or provision of this Agreement.

L. GOVERNING LAW

This Agreement shall be governed and construed by the laws of the Commonwealth of Massachusetts, without regard to conflict of law principles.

M. AMENDMENTS

This Agreement may be amended only by a written instrument signed by the Parties.

N. TERM

The term of this Agreement shall commence on the Effective Date and expire on the earlier of (a) the expiration or earlier termination of the Owner's Gaming License, including any extensions or renewals thereof, and subject to any assignment or reissuance thereof to a successor owner or operator of the Project; (b) the date on which the Owner notifies the City that the Owner has been rejected as an applicant by the Commission during any phase of the Commission's licensing process, with any appeals having been decided against the Owner and/or all appeal periods applicable to the licensing process having expired; or (c) the date on which Owner notifies the City that an applicant other than the Owner has received a "Category 1 License" for so called "Region A" , as those terms are defined and used in Chapter 23K, with all appeals having been decided in that applicant's favor and/or all appeal periods applicable to the license having expired, provided that (i) the Owner has not previously been awarded a Category 1 License for Region A, (ii) the Owner has not previously been awarded any other gaming license from the Commission, and (iii) the Owner is not an applicant for any other gaming license from the Commission.

If this Agreement is terminated or expires pursuant to the terms hereof, then the Owner is relieved from all obligations under this Agreement, excepting therefrom any obligations that by their terms expressly state they shall survive expiration or termination of this Agreement.

O. EXECUTION IN COUNTERPARTS / MULTIPLE ORIGINALS

This Agreement may be executed in counterparts. All such counterparts shall be deemed to be originals and together, shall constitute but one and the same instrument. The Parties have agreed to execute multiple original copies of this Agreement.

P. ENFORCEMENT

It is the intention of the Parties that the provisions of this Agreement may be enforced only by the Parties hereto, and that no other person or persons shall be authorized to undertake any action to enforce any provisions hereof without the prior written consent of the Parties. Notwithstanding the preceding sentence, the Commission may enforce this Agreement to the extent that this Agreement shall be a binding condition of the Owner's Gaming License.

Q. DISPUTE RESOLUTION

1. Unless an alternative means of dispute resolution is mutually elected by both of the Parties as provided herein, the Parties reserve the right, either in law or equity, by suit, and complaint in the nature of specific performance, or other proceeding, to enforce or compel performance of any or all provisions of this Agreement.

2. The Parties may seek to resolve a dispute regarding this Agreement (a "Dispute") pursuant to Sections 4.Q.2 through 4.Q.6 of this Agreement if (i) a Party gives a written dispute notice to the other Party referencing Sections 4.Q.2 through 4.Q.6 and setting forth the grounds for the Dispute (a "Dispute Notice"), and (ii) the Party receiving the Dispute Notice gives written notice to the other Party consenting to resolve the dispute pursuant to Sections 4.Q.2 through 4.Q.6.

3. Within ten (10) days of the date of the Dispute Notice, the Parties shall meet to negotiate in good faith to resolve the Dispute described in the Dispute Notice.

4. In the event that a Dispute is unresolved within sixty (60) days of the date of a Dispute Notice, such Dispute shall be submitted for arbitration by a single arbitrator (the "Arbitrator") qualified the American Arbitration Association (the "AAA"). The Dispute shall be arbitrated in Boston, Massachusetts, before an arbitrator selected pursuant to the AAA's arbitration selection process. Upon such Dispute being submitted to the AAA for resolution, the AAA and the arbitrator shall assume exclusive jurisdiction over the Dispute. The proceedings before the Arbitrator shall be governed by the rules and regulations of the AAA, and the award and determination of the Arbitrator shall be binding and conclusive upon the Parties, and the Parties herewith agree to abide by the Arbitrator's determination.

5. The arbitrator in arriving at his decision shall consider the pertinent facts and circumstances as presented in evidence and be governed by the terms and provisions of this Agreement and applicable law. To the extent any provisions of this Agreement are inconsistent with the AAA Rules, this Agreement shall control.

6. The arbitrator shall not have authority to make an award of equitable relief.

R. CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c. 62C, § 49A, the Owner by its duly authorized representative, certifies under penalties of perjury that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

S. COMPLIANCE REQUIREMENT

Notwithstanding anything in this Agreement to the contrary, and in good faith to remain consistent with all of the terms of this Agreement and in consultation with the City, Owner's obligations hereunder shall be subject to and consistent with (a) the requirements and limitations on the Owner as set forth in this Agreement, and (b) any applicable orders, injunctions, rules, policies or other directives given to the Owner by the Commonwealth of Massachusetts, the Commission, or any other governmental body, agency, authority or commission.

[Signatures to follow on the next page.]

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed in their behalf by their respective officers thereunto duly authorized as of the day and year first above written.

Sterling Suffolk Racecourse, LLC

By: William J. Mulrow

William J. Mulrow, Chair of the Board

City of Revere

By:

Daniel Rizzo
Mayor

Approved as to form:

By:

Paul Capizzi, Esq.
City Solicitor

Exhibit A

[Reserved]

Exhibit B

Boardman Street FlyOver

Four intersections are treated as one in the proposed Project construction program. The proposed improvements include construction of a northbound Route 1A overpass bridging the Boardman Street intersection, meeting grade to the south of Waldemar Avenue. At Waldemar Avenue, a traffic signal would be installed allowing controlled movement between the Route 1A northbound through movement from the overpass and vehicles on an adjacent northbound frontage road serving vehicles proceeding northbound from the Boardman Street corridor. The Route 1A corridor width approaching this traffic signal would be five lanes, one of which would be set for movement to Waldemar Avenue. Continuing northbound, the intersection of Tomasello Drive (a private way) and Route 1A would be signalized with four northbound lanes provided, one of which will be for right turns into Tomasello Drive. The three remaining lanes will continue northerly several hundred feet through an upgraded traffic signal referred to as the "Jughandle" (at or near the Boston/Revere City Line) where the existing traffic signal would be upgraded and then the third lane would be dropped, tapering the existing two northbound lanes north of the Jughandle in Revere. Southbound, two through lanes would be maintained approaching the Jughandle, and extend through the Tomasello Drive intersection. Two additional left turn only lanes would be added approaching Tomasello Drive for access to the Project. The Route 1A SB corridor would then be widened to three through lanes from Tomasello Drive southerly to and through the Boardman Street intersection, extending for a distance several hundred feet beyond the Boardman Street intersection and then taper to two lanes. A fourth lane will be provided approaching Boardman Street for left turns under the flyover to access Orient Heights and U-turns on the southbound approach to the new northbound frontage road.

All of the associated widening required for this work will be completed on the easterly side of the Route 1A corridor. Boardman Street westbound will be widened to allow for three lanes to approach Route 1A, consistent with the proposal advanced as part of the proposed hotel development at the intersection of Route 1A and Boardman Street. Waldemar Avenue will be maintained as one lane in each direction. Tomasello Drive will be widened to provide two lanes departing from Route 1A (entering the Project), and four lanes approaching Route 1A (exiting the Project - three for left turns and one for right turns). This plan is subject to the approval of MassDOT, City of Boston Transportation Department (BTD) and the City of Boston Public Improvement Commission (PIC).

Route 1A Boardman to Jughandle – Planning

The Owner will study in the Draft Environment Impact Report and Expanded Public Notification Form to be filed for the Project the segment of Route 1A to the Jughandle. The study will be in the nature of a long-range plan for this highway segment based on current needs and following on the long range plans for this area developed in the North Shore Transportation Study by the Central Transportation Planning Staff. The plan is limited to a study of the merits of the design and does not include a full review of the environmental planning process nor final design plans.

Exhibit C

Route 1/Route 16 Intermediate Improvements

The improvements are intended to provide missing movements to an important regional highway access point. Under existing conditions, access from Route 1 SB to Route 16 EB and from Route 16 WB to Route 1 NB are not provided, and there is redundant ramp access from Route 16 WB to Route 1 SB provided less than 1,500 feet from the existing interchange, or approximately 600 feet west of Webster Avenue. The proposed build condition would include closure of the Route 16 WB access to Route 1 SB within the existing interchange and a diversion of that movement farther to the west beyond Webster Avenue. The current on/off ramp configuration to and from Route 1 SB would become a four lane off ramp to Route 16 East and west with a median break on Route 16 and installation of a traffic signal. This ramp will provide the opportunity to significantly reduce left lane and left/U-turn congestion at the Route 16/Webster Street intersection. The on-ramp to Route 1 NB from Route 16 WB would be developed with a second Route 16 median break on the easterly side of Route 1 together with construction of a left turn lane, The left turn movement to Route 1 NB would be signal controlled and would tie into the existing EB to NB loop ramp through an open in-field area. Both signals would operate in two phases (Route 16 east and west and the Route 1 SB off at the off-ramp location and the eastbound through and westbound left to Route 1 NB at the second site). Note that there would be no stopping of the westbound through movement at the proposed signal to the northbound on-ramp movement. The interchange work would also include an update the Route 16, Webster Avenue, Garfield Avenue intersection, and pavement area reduction where acceleration lanes are no longer required. The improvements are subject to the approval of DCR, MassDOT, and cities of Revere and Chelsea.

Exhibit D

Blue Line Access /Construct Suffolk Downs Station upgrades

Discussions with the MBTA regarding the specific improvements to be made to Suffolk Downs Station remain preliminary and subject to change. At this point in the negotiation, the proposed improvements consist of the following concepts:

- Maintenance Improvements: The proposed improvements include concrete restoration and repair of the existing structure, ramps, stairs, overpass and platform. The existing structure will also be repainted;
- Elevators: The proposed improvements include installation of 2 new ADA compliant elevators, together with the associated foundations, structure and improvements;
- Turnstiles: The proposed improvements include installation of 3 new turnstiles at the station;
- Site Improvements: The proposed improvements include installation of new sidewalks, ramps, railings, lighting, way finding ($50,000 allowance) and landscaping from the station to the entrance to the Project. A pedestrian shelter will be provided at the entrance to the Project.

The Owner shall ensure that should work continue at this MBTA station after the first Impact Fee Year, the Owner shall ensure full functionality and a clean and safe environmental for patrons with adequate wayfinding signage.

These improvements are subject to the MBTA's approval.

Bicycle Access – Provide Bike Lanes on Bennington Street

These improvements call for a "Constitution Beach to Revere Beach" bicycle connection. Bicycle lanes will be marked along the Bennington Street corridor from Saratoga Street in East Boston to Winthrop Parkway in Revere. The bicycle route will start at the northerly end of Constitution Beach Park, proceed northerly along Barnes Avenue (shared lanes) to Saratoga Street, and follow Saratoga Street easterly to Bennington Street also as a shared lane given width limitations on Saratoga Street over the MBTA Blue Line. From Saratoga, to the Boston/Revere City Line, a five foot minimum bicycle lane will be provided with one lane established for through movement northbound. Parking will generally be permitted along the curb line, except approaching the Bennington Street, Leyden Street Walley Street extended intersection area where two travel lanes will be designated, one for left turns and one for through movement. Within an area from 250 feet south of Leyden Street through Palermo Street, parking will be restricted. Parking restrictions, and/or painted median area or two-way left turn lane (TWLT lane) will be considered from Leverett Avenue to the Boston/Revere City Line. Southbound from the Revere/Boston City Line to the Suffolk Downs T Station parking will be restricted (matching northbound). Southerly from the T Station, one travel lane will be maintained with on street parking and the bicycle lane to an area between Ashley and Antrim Streets, where lane

sharing will be provided to Saratoga Street. Initial plans in Revere would provide for a three lane corridor (one through/right lane in each direction with a two-way center left turn lane) with parking both sides at the curb and five foot minimum turn lanes from the City Line to Crescent Street. From Crescent Street to Winthrop Avenue, lanes would be shared in both directions. From Winthrop Avenue to Winthrop Parkway, one travel lane would be removed, maintaining one travel lane, parking and the bicycle lane. Approvals will be required from the Cities of Boston and Revere, as well as MassDOT and DCR.

Exhibit E

The Owner's Quality Job Creation and Employment Commitments

The Owner shall impose a local hiring program for both construction and permanent jobs at the Project that will include the following components:

Construction Jobs:

- Host and maintain a central job bank website (in English and Spanish) as a micro-site within the larger Project website.
- The Owner shall demonstrate to the City its efforts to provide construction employment opportunities to City residents.
- The Owner will utilize best efforts to use the existing labor force in the Commonwealth, and in particular the existing labor force in the City, when hiring for new construction jobs, as required by Chapter 23K.
- During the Term of this Agreement, the Owner will hold job fairs at the Property to make City residents aware of job opportunities available at the Project.
- In furtherance of specific goals for the utilization of minorities, women and veterans on construction jobs, the Owner shall send to each labor union or representative of workers with which the Owner has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Owner's commitments, as required by Chapter 23K.

Permanent Jobs:

- Establish, fund and maintain human resource hiring and training practices that promote the development of a skilled and diverse workforce and access to promotion opportunities through a workforce training program that: (i) establishes transparent career paths with measurable criteria within the gaming establishment that lead to increased responsibility and higher pay grades that are designed to allow employees to pursue career advancement and promotion; (ii) provides employee access to additional resources, such as tuition reimbursement or stipend policies, to enable employees to acquire the education or job training needed to advance career paths based on increased responsibility and pay grades; and (iii) establishes a program or partnership to provide off-site child day-care, all as required by Chapter 23K.
- Host and maintain a central job bank website (in English and Spanish) as a micro-site within the larger Project website.
- The Owner will provide City residents with advance notice of hiring activities by publishing announcements in local newspapers approximately four (4) to eight (8) consecutive weeks prior to initial hirings.

- Residents of the City (together with residents of host and surrounding communities (as defined in Chapter 23K)) will be given first priority to apply for jobs during a specified "advance period," such advance period to be established jointly by the Owner and the City.

- Written flyers in English and Spanish will be distributed to local community-based organizations in the City to inform people about local advance period hiring and the Owner shall use best efforts to otherwise notify residents in the low income neighborhoods in the City proximate to the Project of potential job opportunities.

- The Owner maintain a minimum of two (2) computers on-site to ensure that residents without computers can research and apply online for jobs at the Project.

- During the Term of this Agreement, the Owner will hold job fairs at the Property to make City residents aware of job opportunities available at the Project.

- The Owner will utilize best efforts to use the existing labor force in the Commonwealth, and in particular the existing labor force in the City, when hiring for new jobs, as required by Chapter 23K.

- The Owner will make best efforts to ensure that ten percent (10%) permanent employees at the Project are City residents, as more particularly set forth in the Agreement.

- In furtherance of specific goals for the utilization of minorities, women and veterans permanent jobs, the Owner shall send to each labor union or representative of workers with which the Owner has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Owner's commitments.

- During the Term of this Agreement, the Owner shall use best efforts to work with the City's schools to establish school to work programs for hospitality jobs.

- During the Term of this Agreement, the Owner shall support the efforts of and actively engage with the Commission and community colleges to develop the Massachusetts Community College Workforce Training Institute and Massachusetts Casino Careers Training Institute at community colleges in the Commonwealth.

- During the Term of this Agreement, upon request by the City, the Owner shall provide the Community Advisory Board with information regarding its contracts with organized labor, including hospitality services, the number of employees employed at the gaming establishment, including detailed information on the pay rate and benefits for employees and contractors, and the Owner's plans to ensure labor harmony during all phases of the construction, reconstruction, renovation, development and operation of the gaming establishment.

- Consistent with the corporate policy of the Owner to provide equal opportunity for all applicants and employees, the Owner will not discriminate on the basis of race, color,

religion, sex, national origin, age, disability, sexual orientation, gender identity or expression, or veteran status. This policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfers and social and recreational programs.

The Owner shall implement a training and development program for permanent jobs at the Project that will include the following components:

- Provide opportunities for team members to pursue personal and professional growth, to enjoy satisfying careers, to participate in training and development programs and to celebrate success including rewards and recognition for superior performance against measurable goals.

- Provide new employees with learning programs such as the "Empire Series." The Empire Series is Caesars' best-in-class and award winning learning program for all new employees. This program offers a lively and engaging environment that uses cutting-edge technology. In addition to such learning program, the Owner shall provide specialized training courses customized to meet employee learning needs.

- If a position requires serving alcoholic beverages, authorizing complimentary alcoholic beverages, or managing a food and beverage operation, that employee must obtain an alcohol awareness certification card. All table games employees, valet attendants, limo drivers and security team members must also possess this certification.

- Provide an educational assistance program that reimburses employees ninety percent (90%) of tuition costs up to a maximum of $3,000 per year for pre-approved undergraduate classes or up to a maximum of $4,000 per year for pre-approved graduate study at an accredited college or university.

- Provide regulatory and compliance training such as Skillsoft, which is Caesars' online learning platform used to deliver all regulatory and compliance training in addition to numerous professional development courses.

- Implement the Caesars Code of Commitment, which includes a commitment to all employees to treat them with respect and provide satisfying career opportunities to invest in employees by providing excellent pay and valuable benefits, including health insurance and a retirement plan, and to share financial success through bonuses for frontline employees, to encourage professional and personal growth through tuition reimbursement, on-the-job training, career development, and promotion from within, to actively seek and respond to employee opinions on all aspects of their jobs, from the quality of their supervisors to the quality of the casinos, and to value employees from every possible background, and who approach issues and problems from different perspectives.