

EXHIBIT A

COMMUNITY IMPACT PAYMENTS

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

1. No later than nine (9) months prior to the anticipated Operations Commencement, Two Million Five Hundred Thousand Dollars (\$2,500,000); and
2. For each Casino Year during the Term, Two Million Five Hundred Dollars (\$2,500,000), subject to adjustment as provided below and to be prorated for the first Casino Year and for the last Casino Year (the “**Fixed Community Impact Payment**”). The Fixed Community Impact Payment shall be payable as provided below.

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

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

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

EXHIBIT B

BUSINESS OPERATIONS AND MARKETING OBLIGATIONS

1. MassMutual Center and Arena

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

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

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

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

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

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

2. Symphony Hall/City Stage

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

(b) The Developer has entered into an agreement with the Springfield Parking Authority pursuant to which Developer agrees to, among other things, underwrite, co-promote, book and schedule a minimum of three (3) Events per calendar year at City Stage, following the Operations Commencement Date (the “**City Stage MOU**”), for a minimum of five (5) years following the Operations Commencement Date, prorated for

the first year. Developer shall perform its obligations under the City Stage MOU. The Developer will purchase such number of unsold tickets to Events as may be necessary to meet its underwriting commitment for such Events.

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

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

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

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

3. Additional Event Commitment

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

4. Quadrangle and Basketball Hall of Fame

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

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

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

5. Local Business Promotion and Cross-Marketing Efforts

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

6. Regional Marketing Efforts

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

NON-EXCLUSIVE JOINT MARKETING AND JOINT COOPERATION AGREEMENT

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

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

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

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

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

- a. Main Street Bridge Connection

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

b. Arena Home Team Sponsorship

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

c. Financial Underwriting of Major Events

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

d. Support of Convention and Meeting sales and Local VCB Activities

- Minimum \$250,000 annually

e. Support of non-MGM sponsored events

- \$250,000 in ticket purchases annually (to the extent sufficiently below loss guarantee in Section C above)

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

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

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

ACKNOWLEDGED AND AGREED TO BY:

BLUE TARP REDEVELOPMENT, LLC

MASSACHUSETTS CONVENTION
CENTER AUTHORITY

BY: _____

BY: _____

NAME: _____

NAME: _____

**MASSMUTUAL CENTER
SPRINGFIELD, MASSACHUSETTS**

Partner and Sponsorship Proposal

May 2013 Update



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







SUMMARY

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

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

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

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

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





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

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

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

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





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

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

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

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

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

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

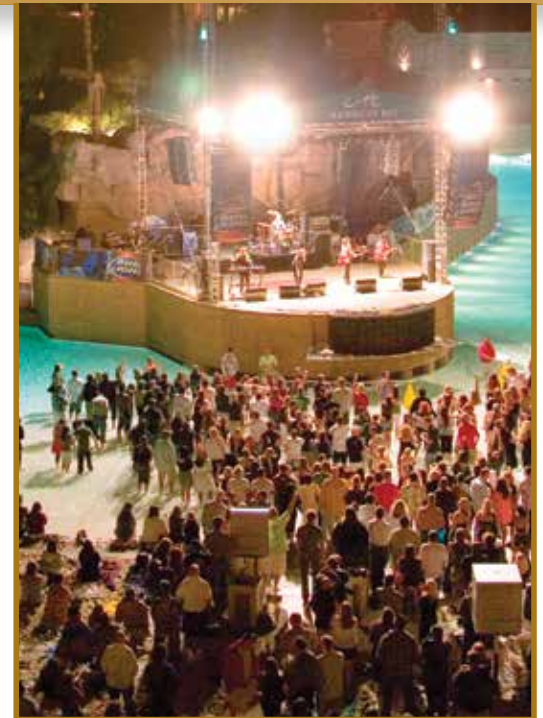




MGM RESORTS INTERNATIONAL®

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

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





MGM RESORTS
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MGM SPRINGFIELD FINANCIAL COMMITMENT

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

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





MGM RESORTS
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IMMEDIATE AND DIRECT SUPPORT FOR CONVENTION AND MEETING SALES

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

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

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

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





MGM RESORTS
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CORPORATE MANAGEMENT OF MASSMUTUAL CENTER

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

ADDITIONAL COMMITMENTS

We will provide the following to MCCA at no cost:

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





MGM RESORTS INTERNATIONAL®

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

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

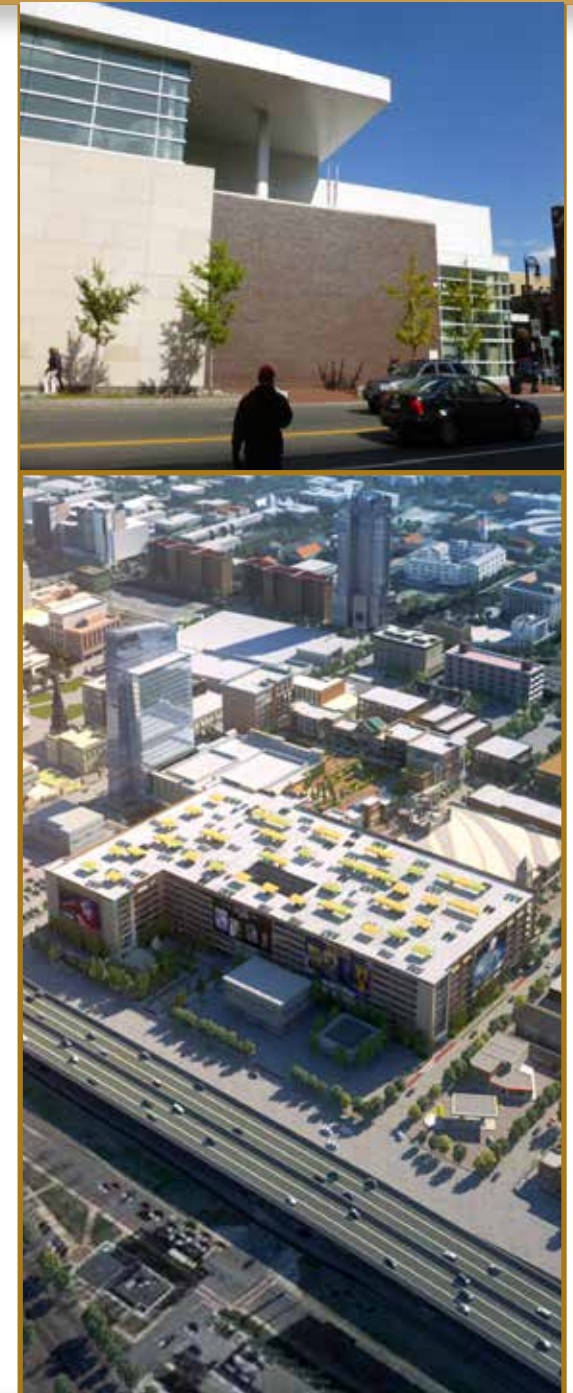




EXHIBIT C

EMPLOYMENT, WORKFORCE DEVELOPMENT AND OPPORTUNITIES FOR LOCAL BUSINESS OWNERS

1. General

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

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

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

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

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

2. Construction Jobs

During construction of the Project:

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

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

3. Operations Jobs

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

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

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

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

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

4. Workforce Development

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

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

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

5. MBE/WBE/VBE Commitment

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

(a) Developer shall use its best efforts to:

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

MBE: Five Percent (5%);

WBE: Ten Percent (10%); and

VBE: Two Percent (2%).

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

MBE: Ten Percent (10%);

WBE: Fifteen Percent (15%); and

VBE: Two Percent (2%).

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

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

6. Opportunities for Local Business Owners

Developer shall exercise its best efforts to ensure that at least Fifty Million Dollars (\$50,000,000) of its annual biddable goods and services are prioritized for local procurement,

meaning principally Springfield, but including the immediately surrounding Greater Springfield Area. Such local businesses shall not be guaranteed any awards but shall be given preferential consideration if all other aspects of the respective bid responses are competitive with non-local businesses.

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

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

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

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

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

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

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

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

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

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

(i) the business must be at least 51% owned by Minority persons; in the case of a corporation or other entity having more than one class of

stockholders or equity interests, the ownership requirement must be met as to each class of stock or equity interest;

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

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

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

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

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

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

EXHIBIT D

OBLIGATIONS TO MITIGATE POTENTIAL IMPACTS ON SURROUNDING COMMUNITIES

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

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

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

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

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

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

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

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

EXHIBIT E

OTHER OBLIGATIONS OF DEVELOPER

1. Traffic Improvements

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

2. Union Station

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

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

3. Riverfront Park

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

4. DaVinci Park

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

5. Skating Rink

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

6. Public Trolley

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

7. Franconia Golf Course.

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

8. Employee Child Care

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

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

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

9. Displaced Tenant Payments

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

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

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

10. Utilities

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

11. Community Support Efforts

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

12. Off-Street Parking – Springfield Parking Authority

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

13. Responsible Gaming

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

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

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

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

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

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

14. Underage Gaming

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

SCHEDULE 1



ALLEN & MAJOR
ASSOCIATES, INC.

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

April 24, 2013

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

RE: MGM Springfield
Springfield, MA
Development Utility Plan

Dear Mr. Clayton:

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

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

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

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

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civil & structural engineers ♦ land surveyors ♦ environmental consultants ♦ landscape architects

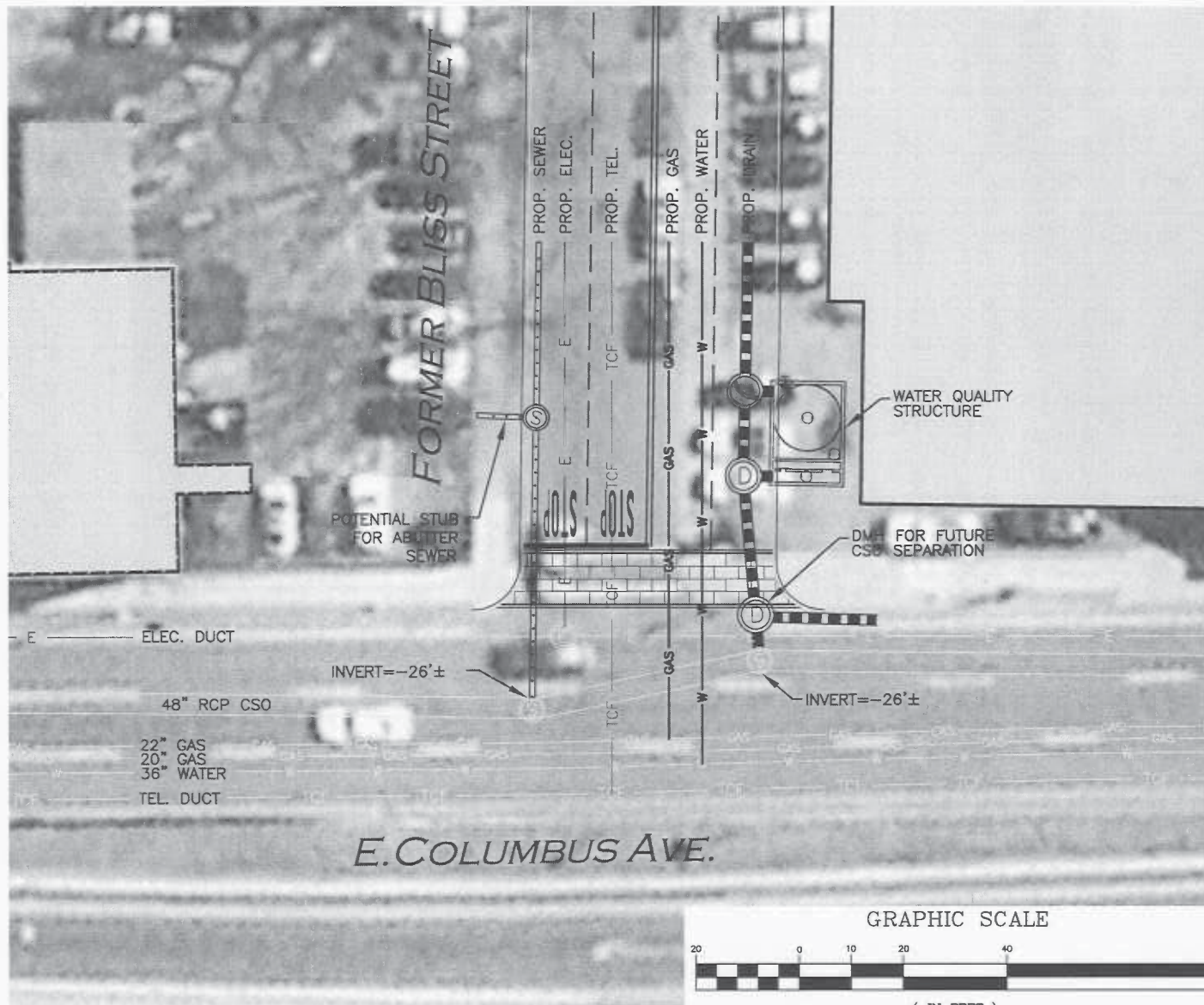
A&M will continue to work with the DPW and SWSC during the design phase of the project to coordinate existing and proposed utility connections. If you have any questions, please do not hesitate to contact me.

Very truly yours,

ALLEN & MAJOR ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'Tim Williams', is written over a faint, illegible stamp or watermark.

Timothy J. Williams, PE
Vice President



N:\PROJECTS\1839-02\CIVIL\DRAWINGS\EXHIBIT\HOST AGREEMENT\2013-04-12 - UTILITY CONNECTION.DWG

NOTES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR IT'S REPRESENTATIVE.
2. PROPOSED UTILITY CONNECTIONS SUBJECT TO INVESTIGATION AND FINAL ENGINEERING.

APPLICANT/OWNER:

MGM SPRINGFIELD
1441 MAIN STREET
SPRINGFIELD, MA 01103

PROJECT:

MGM SPRINGFIELD
SPRINGFIELD, MA

PROJECT NO. 1839-02A DATE: 01/31/13

SCALE: 1"=20' DWG. NAME: C-1829-02A

DESIGNED BY: SMM CHECKED BY: TWW

PREPARED BY:



ALLEN & MAJOR ASSOCIATES, INC.

civil & structural engineering • land surveying
environmental consulting • landscape architecture

www.allenmajor.com

100 COMMERCE WAY

P.O. BOX 2118

WOBURN MA 01888-0118

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FAX: (781) 935-2896

WOBURN, MA • LAKEVILLE, MA • MANCHESTER, NH

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DRAWING TITLE:

CONCEPTUAL UTILITY
CONNECTION EXHIBIT

SHEET No.

EX-1

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GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

**MASSMUTUAL
CENTER**

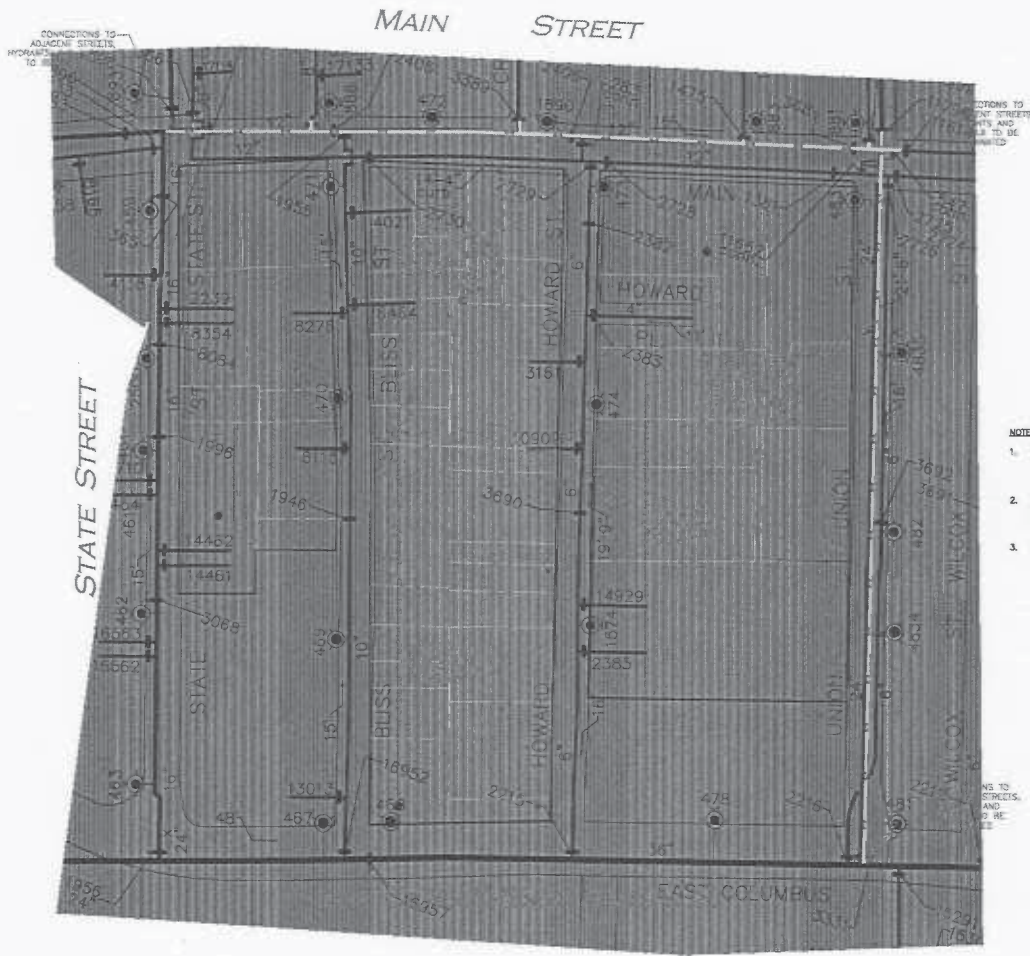
Map No.	Address	Parcel No.
1a	1200 Main Street	08130-0110
1b	95 State Street	11110-0650
1c	16 Bliss Street	01560-0001
1d	55 Bliss Street	01560-0029
2	79 State Street (83 State Street)	11110-0651
3a	73 State Street	11110-0653
3b	NS Bliss Street (back of 73 State Street)	01560-0005
3c	NS Bliss Street (back of 73 State Street)	01560-0007
3d	NS Bliss Street (back of 73 State Street)	01560-0008
6	1156 Main Street	08130-0108
7	1132 Main Street	08130-0105
8a	Bliss Street	01560-0032
8b	19 Bliss Street	01560-0031
9	55 Bliss Street	01560-0028
10a	53 Bliss Street	01560-0024
10b	NS Howard Street	06802-0016
11a	61 Bliss Street	01560-0023
11b	NS Howard Street	06802-0017
11c	NS Howard Street	06802-0018
11d	NS Howard Street	06802-0020
12	NS Howard Street	06802-0024
13a	55 Bliss Street	01560-0021
13b	55 Bliss Street	01560-0020
13c	1357 East Columbus	04303-0496
14	1317 East Columbus	04303-0502
15	82 Howard Street	06802-0028
16a	26 Howard Street	06802-0010
16b	55 Bliss Street	01560-0030
16c	NS Howard	06802-0005
17	1106 Main Street	08130-0100
18	1126 Main Street	08130-0103
19	1120 Main Street	08130-0101
20	1090 Main Street	08130-0098
23a	29 Howard Street (Amory Building)	08130-0088
23b	30 Howard Street (Amory Building)	11750-0328
24	35 Howard Street	06802-0070
25a	53 Howard Street	06802-0068
25b	53 Howard Street	11750-0022
26	Howard Street	6802-0065
28	1008-1028 Main Street	81300091



**MGM SPRINGFIELD HOST COMMUNITY AGREEMENT
EXHIBIT H (Project Site PARCEL MAP)**



LOCUS MAP
(NOT TO SCALE)

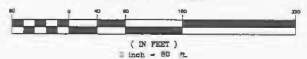


NOTES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE.
2. PROPOSED WATER MAIN REPLACEMENT CONFIGURATION SUBJECT TO INVESTIGATION, COORDINATION WITH THE SPRINGFIELD DPW WATER AND SEWER COMMISSION AND FINAL ENGINEERING.
3. RECORDED WATER MAIN PLANS PROVIDED BY THE SPRINGFIELD WATER AND SEWER COMMISSION.

NO TO
STREETS,
AND
TO BE

GRAPHIC SCALE



REV	DATE	DESCRIPTION

APPLICANT/OWNER:
MGM SPRINGFIELD
1441 MAIN STREET
SPRINGFIELD, MA 01103

PROJECT:
MGM SPRINGFIELD
SPRINGFIELD, MA

PROJECT NO: 1839-02A DATE: 04/15/13
SCALE: 1" = 80' DWG. NAME: C1839-02A
DRAFTED BY: TWM CHECKED BY: TWM
PREPARED BY:

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environmental consulting • landscape architecture
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DRAWING TITLE: WATER MAIN REPLACEMENT EXHIBIT PLAN SHEET No. EX-2

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EXHIBIT F

COMMUNITY DEVELOPMENT FUND

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

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

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

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

EXHIBIT G

PROJECT AND PROJECT DESCRIPTION

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

1. A “Casino Block” building comprising a two-level plus basement podium with an approximately 8,000 square foot rooftop garden, a hotel room tower, and adjoining mid-rise structures with the following specific Components:
 - (a) An approximately 125,000 square foot one-level casino with not less than 3,000 slot and video gaming machines, not less than 75 table games, a poker room and a high-limit area and related support, security and customer service facilities;
 - (b) An approximately 294-foot tall, glass-façade tower containing an approximately 200,000 square foot (excluding convention, food/beverage and spa/fitness space), approximately 250 key, four-star hotel with amenities and finishes characteristic of the upper upscale market segment;
 - (c) An approximately 7,000 square foot spa and fitness facility with adjacent, roof-top outdoor swimming pool;
 - (d) Modern, finished meeting and convention space and related pre-function and back-of-house/food preparation areas totaling approximately 45,000 square feet and planned to complement existing facilities at the MassMutual Center and Arena;
 - (e) Approximately 48,000 square feet of dining and beverage service area allocated among not less than seven distinctly branded restaurants, lounges or cafes adjoining and with access from both the casino floor and Main, State and Howard Streets;
 - (f) Approximately 7,000 square feet of retail space adjoining the casino floor and facing and opening onto Main and State Streets;
 - (g) Approximately 54 market-rate apartment units in mid-rise, pedestrian-scaled buildings facing, and with direct access from, Main Street;
 - (h) Approximately 125,000 square feet of on and off-site executive office and back of house space;
2. Mid-rise retail outbuildings including the following specific Components: a cinema multiplex, bowling alley, not less than two distinctly branded restaurants or sports bars, and mid-size, approximately 20,300 square feet of pedestrian-scale retail space facing and opening onto Main and Union streets;

3. An outdoor public plaza with facilities and infrastructure to host events and featuring an ice-skating rink, large dynamic video displays, outdoor areas for events and concerts that can easily be transformed into interactive environments for exhibitions, art shows and similar functions;
4. A child care center of approximately 3,000 square feet with adjacent, fenced outdoor play area;
5. Approximately 85,000 square feet (not included in Project total) of rehabbed Class A office space located at 101 State Street;
6. Rehabilitation and incorporation of the following existing buildings into new construction: 1200 Main Street, 73 State Street and the former Amory (presently the location of the South End Indirect Community Center); and
7. Valet parking drop off, bus drop off, bus parking, parking for approximately 3,600 personal vehicles, dock and physical plant space in a structure adjacent to Columbus Avenue.

EXHIBIT H

PROJECT SITE

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

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

EXHIBIT I

CONCEPT DESIGN DOCUMENTS

SEE ATTACHED

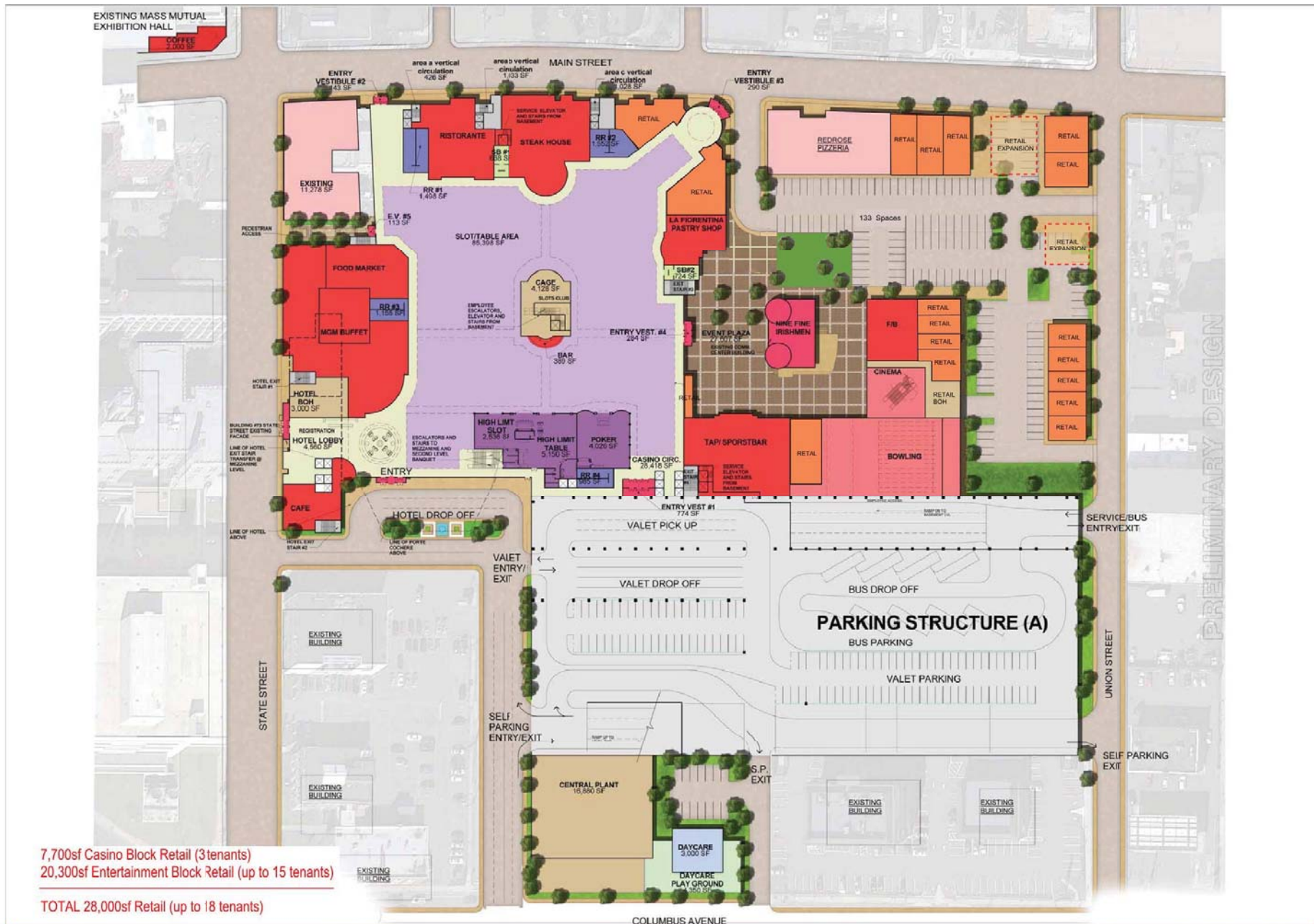












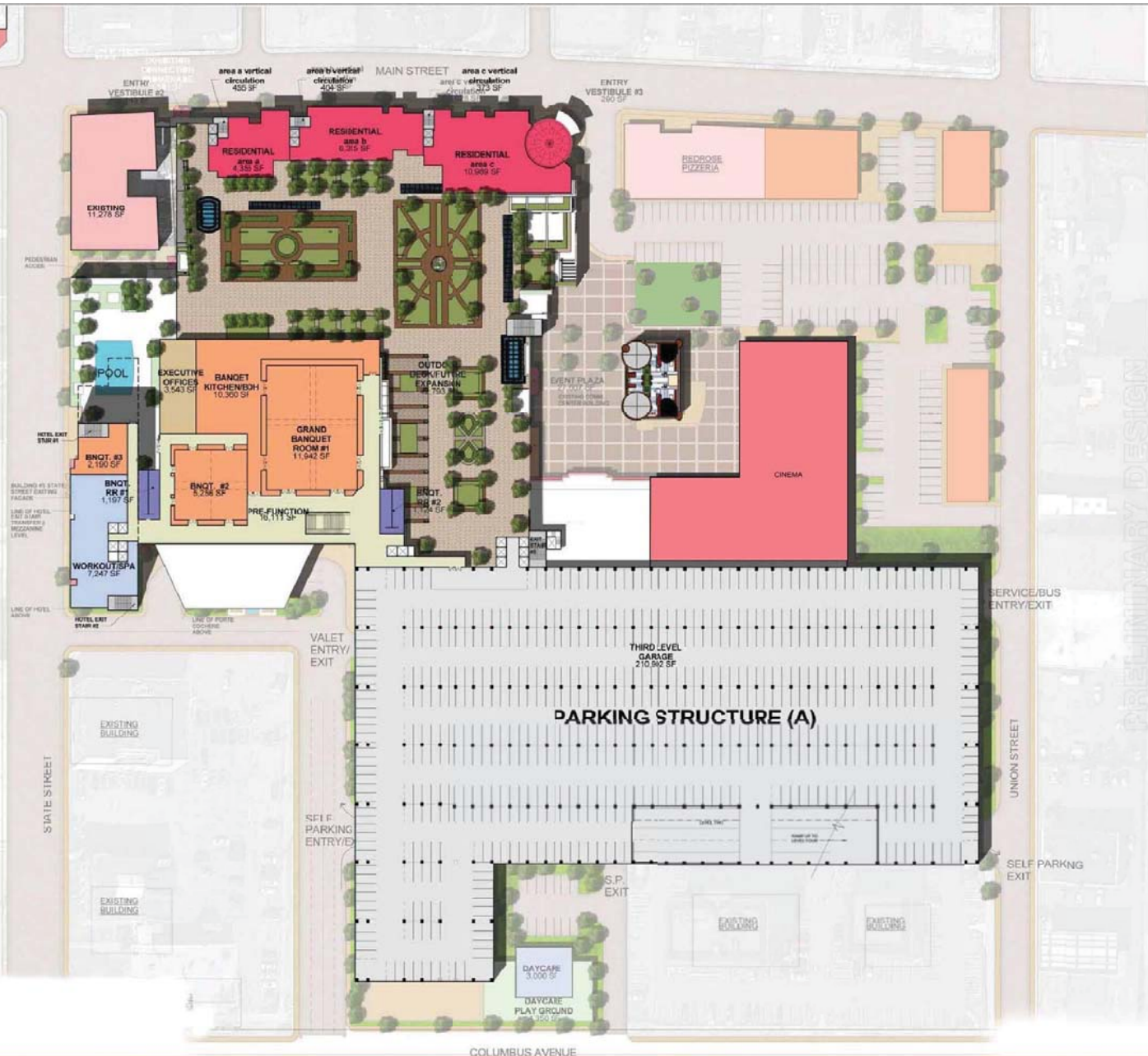
PRELIMINARY DESIGN

7,700sf Casino Block Retail (3 tenants)
 20,300sf Entertainment Block Retail (up to 15 tenants)
 TOTAL 28,000sf Retail (up to 18 tenants)



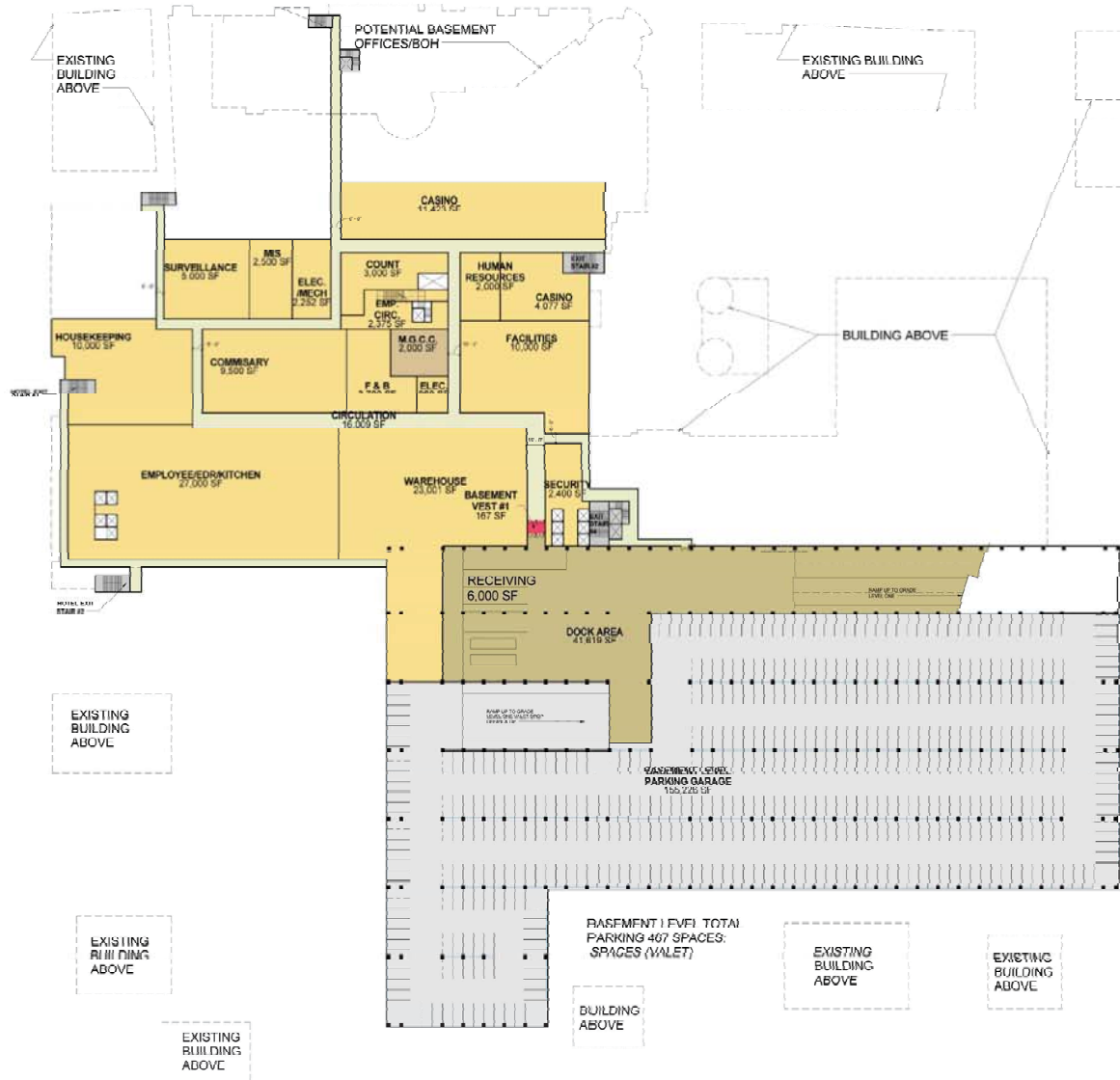
EXISTING MASS MUTUAL EXHIBITION HALL

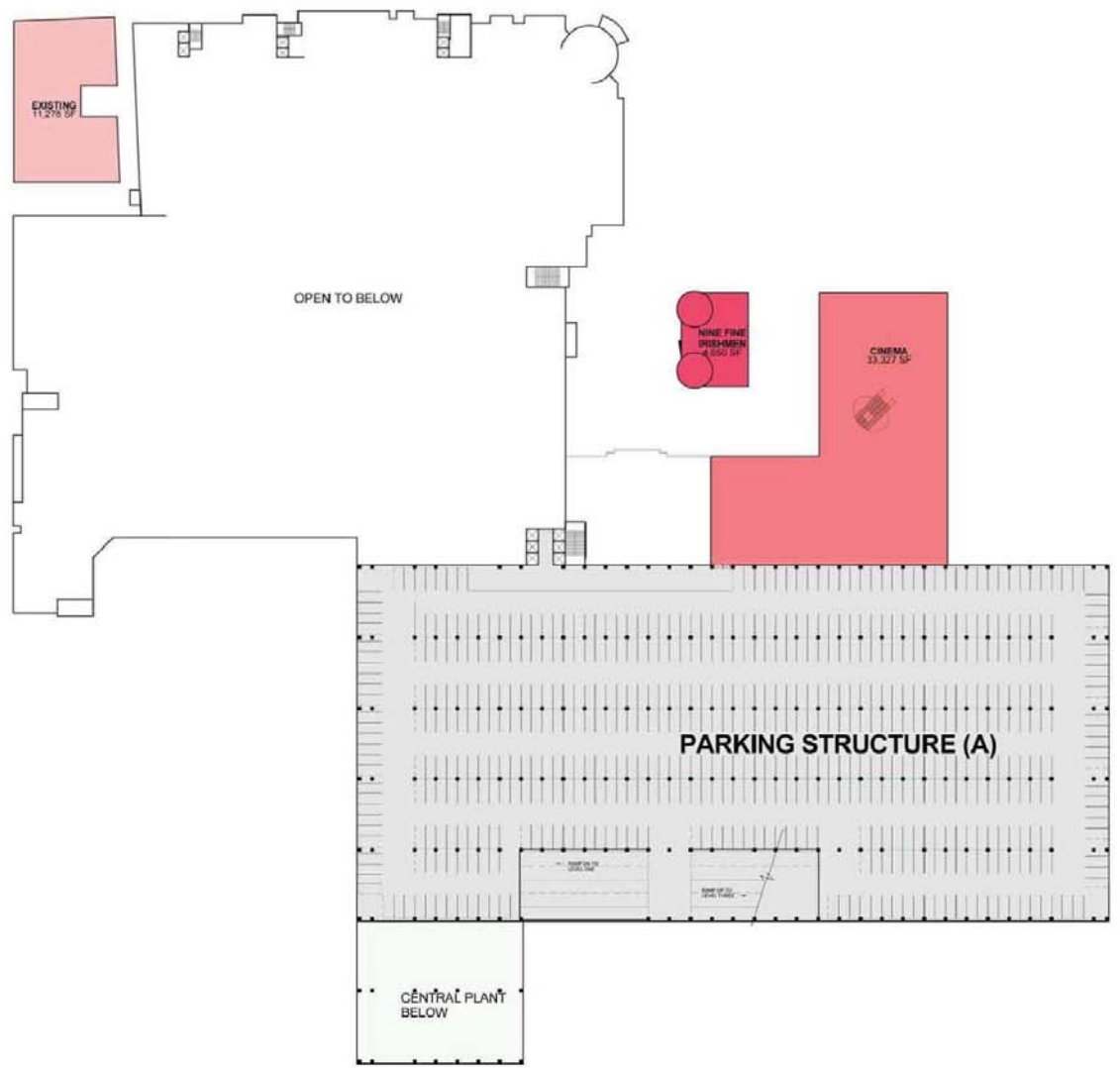
COFFEE 2,000 SF

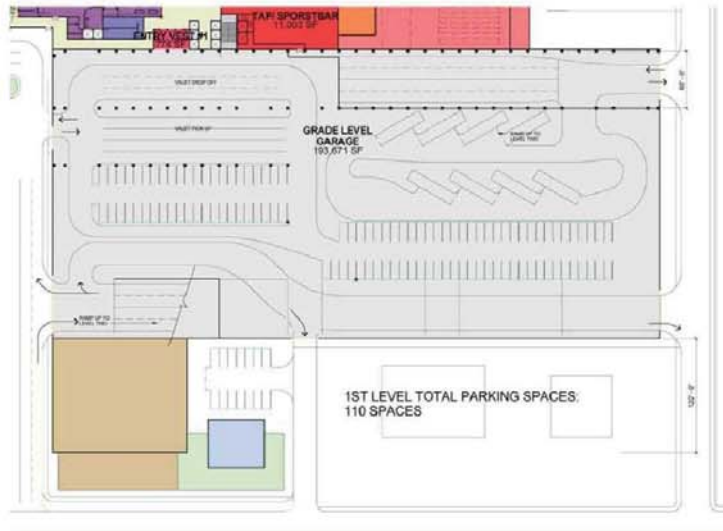


PRELIMINARY DESIGN

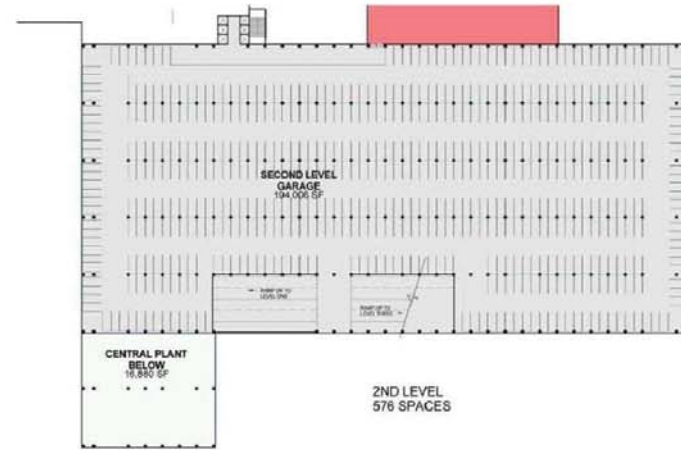




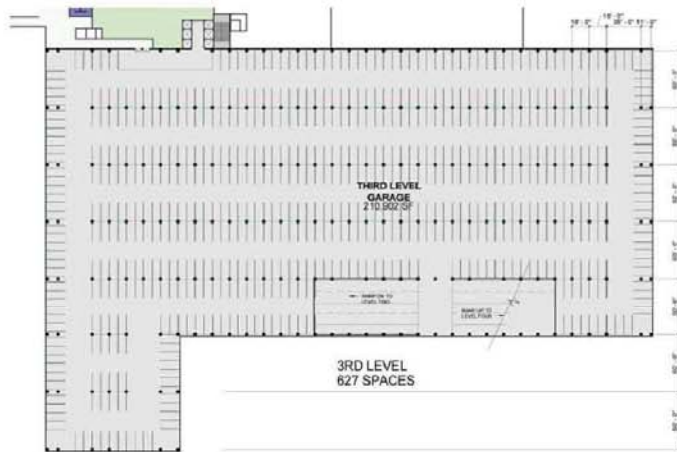




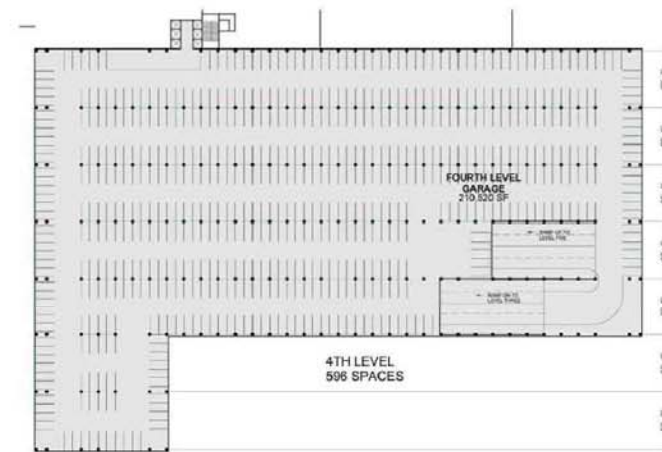
1D GARAGE A LVL 1 (@0'-0")
1" = 40'-0"



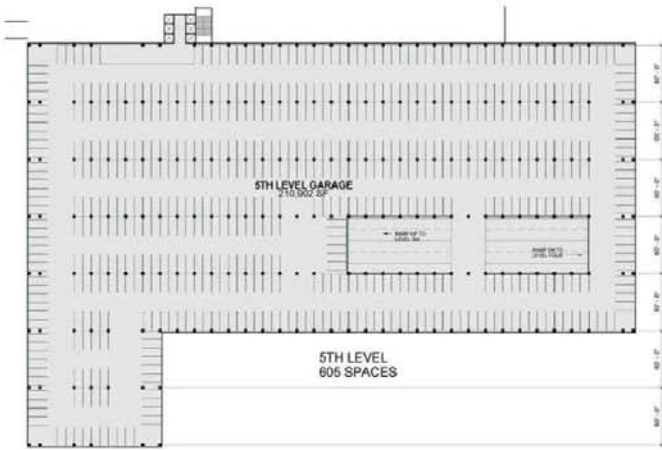
4D GARAGE A LVL 2 (@17'-0")
1" = 40'-0"



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

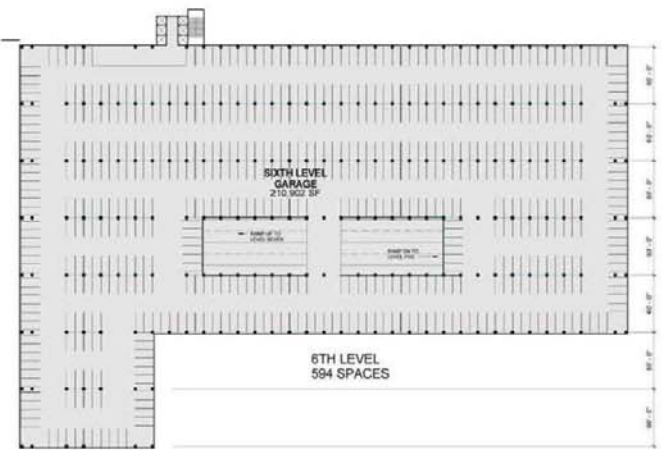


4F GARAGE A LVL 4 (@39' - 8")
1" = 40'-0"



GARAGE A LVL 5 (@51' - 2")

1" = 40'-0"



4C GARAGE A LVL 6 (@62' - 6")

1" = 40'-0"



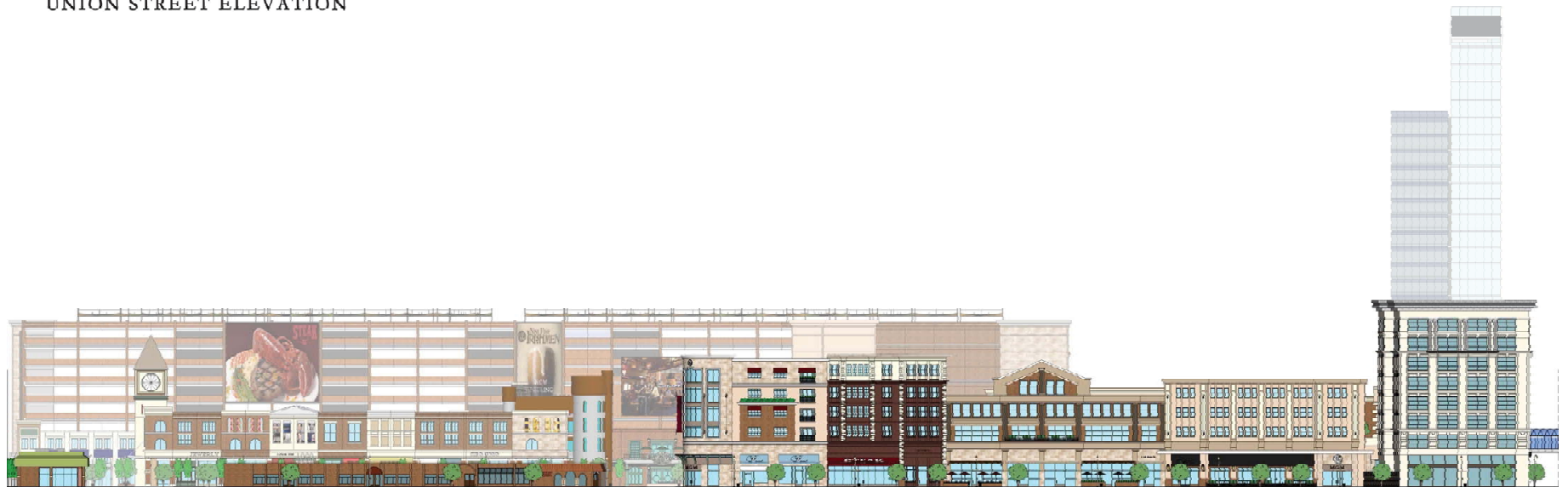
PARTIAL SECTION A



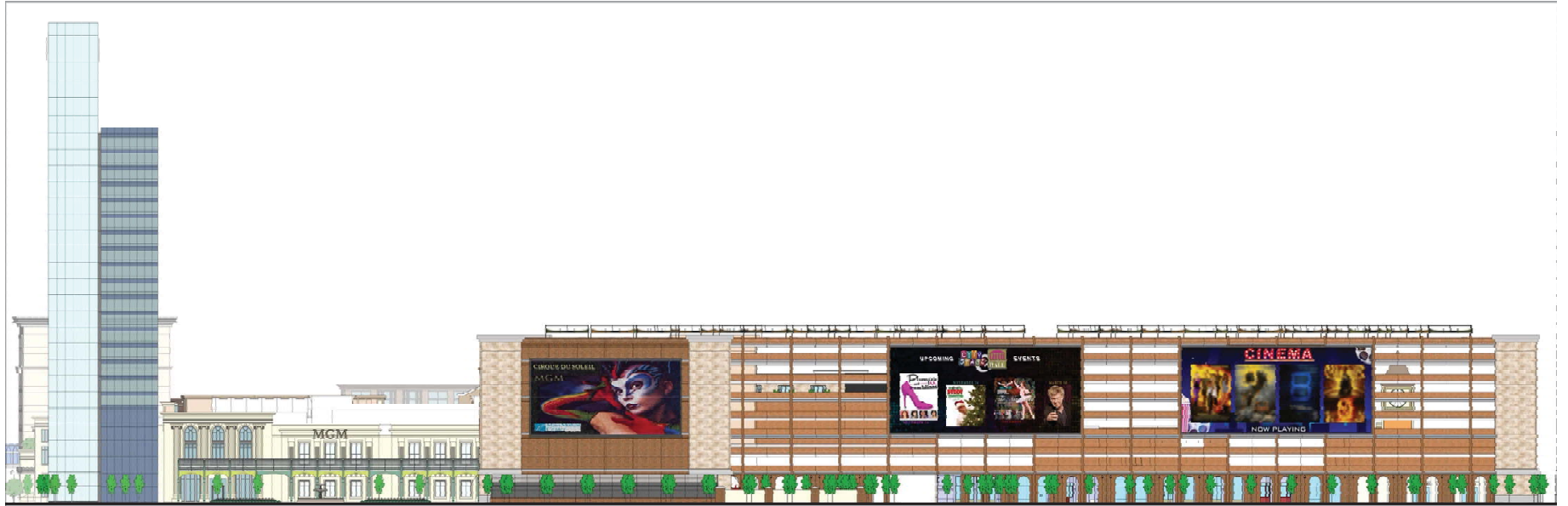
SECTION B



UNION STREET ELEVATION



MAIN STREET ELEVATION



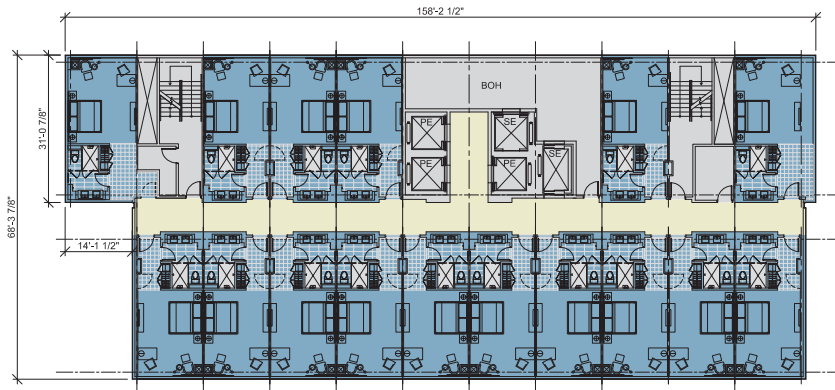
COLUMBUS AVE. ELEVATION



HOWARD STREET ELEVATION

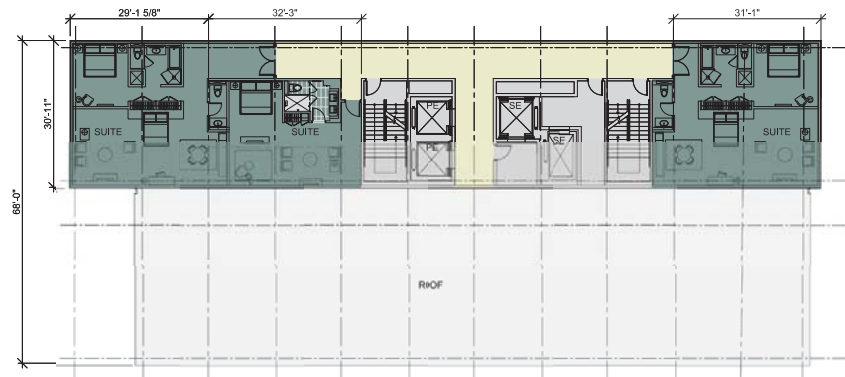


STATE STREET ELEVATION



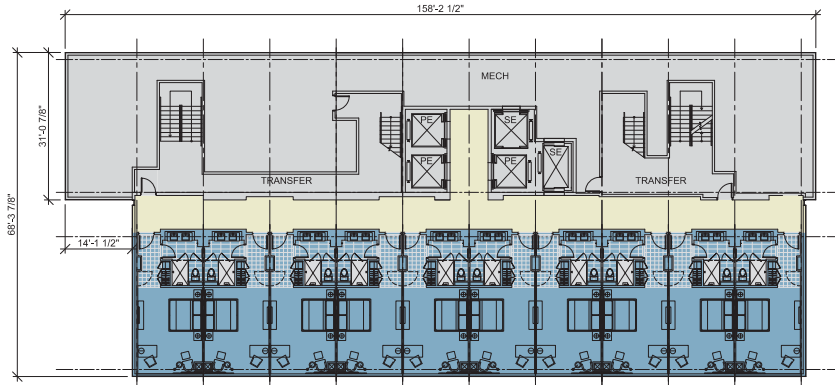
TYPICAL FLOOR PLAN

1/8" = 1'-0"



TYPICAL SUITE FLOOR PLAN

1/8" = 1'-0"



TRANSFER / INTERSTITIAL FLOOR PLAN

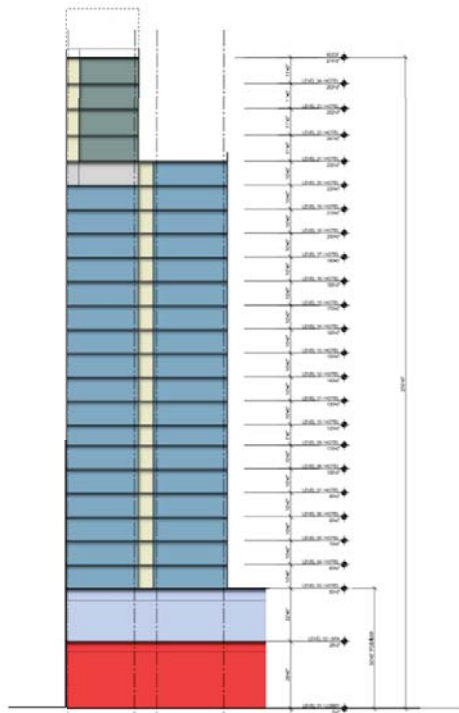
1/8" = 1'-0"

DATA	
294'	OVERALL HEIGHT (INC PARAPET)
294	KEYS
22	HOTEL FLOORS (NOT INC POORUM LEVELS)
~205,000	HOTEL GSF (NOT INC POORUM LEVELS)
	GSF

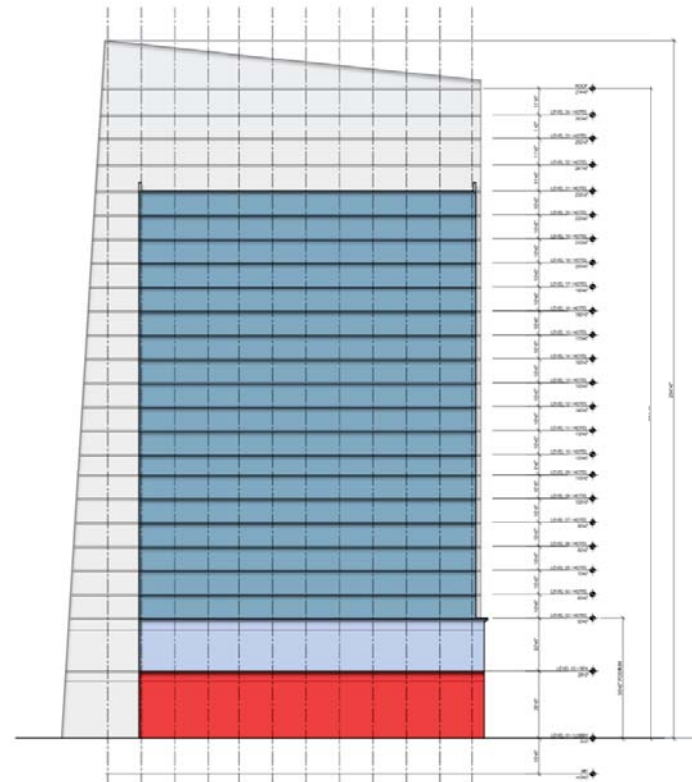
ROOM MATRIX	
282	TYPICAL GUEST ROOMS 18 ROOMS PER FLOOR @ 17 FLOORS 10 ROOMS ON INTERSTITIAL FLOOR
12	SUITES 12 (VARY IN SIZE) 3 SUITES PER FLOOR @ 4 FLOORS
294	TOTAL KEYS

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

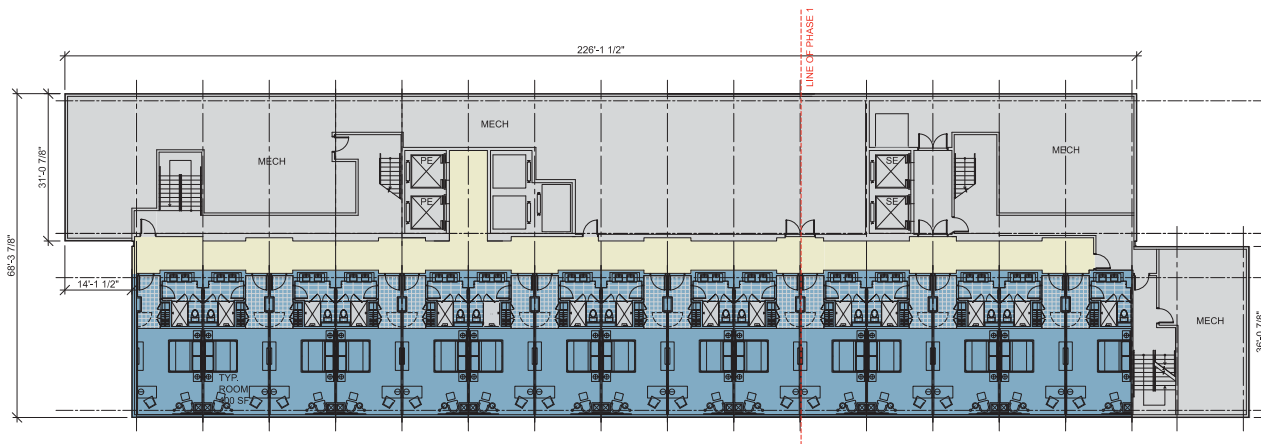
HOTEL DATA



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



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



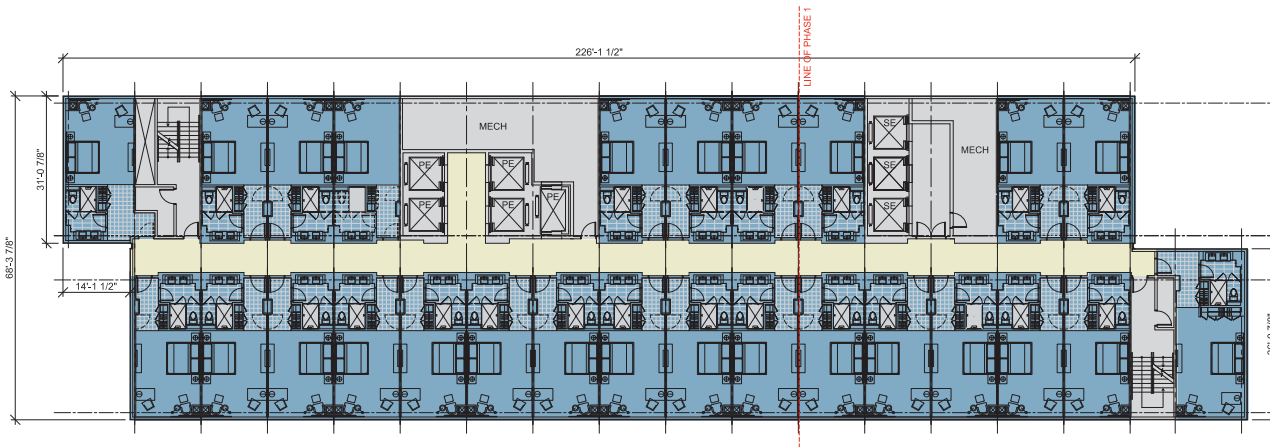
TRANSFER / INTERSTITIAL FLOOR PLAN

1/8" = 1'-0"



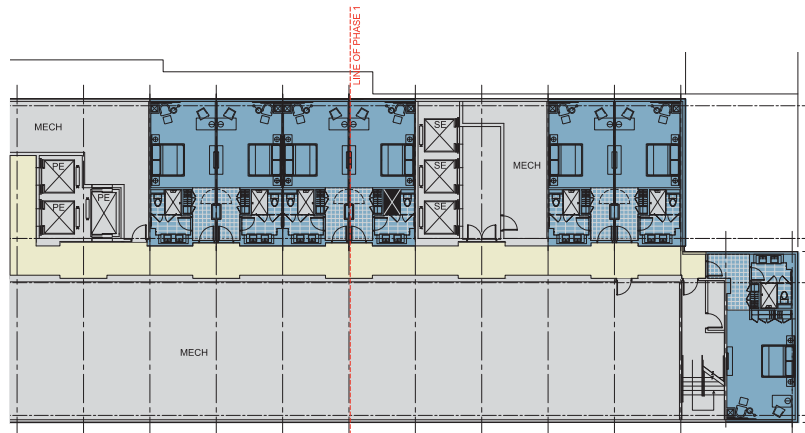
TYPICAL SUITE FLOOR PLAN

1/8" = 1'-0"



TYPICAL FLOOR PLAN

1/8" = 1'-0"



PARTIAL FLOOR PLAN AT PODIUM LEVELS

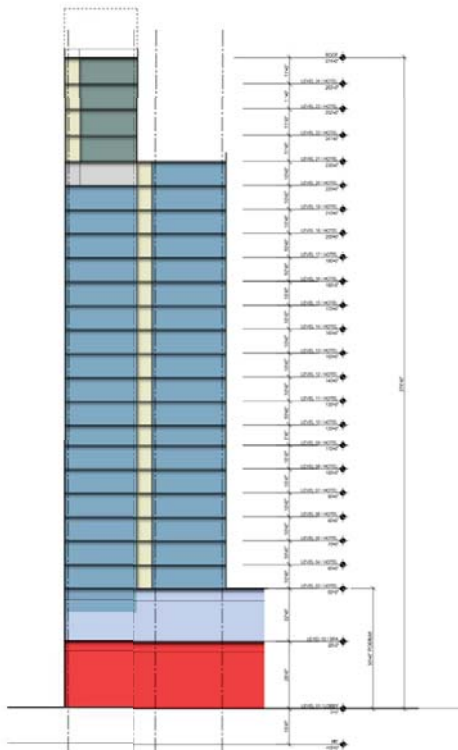
1/8" = 1'-0"

DATA	
294'	OVERALL HEIGHT (INC PARAMET)
495	KEYS
22	HOTEL FLOORS (NOT INC PODIUM BOH AR- EAB)
~1,331,000	HOTEL GSF (NOT INC PODIUM LEVELS)

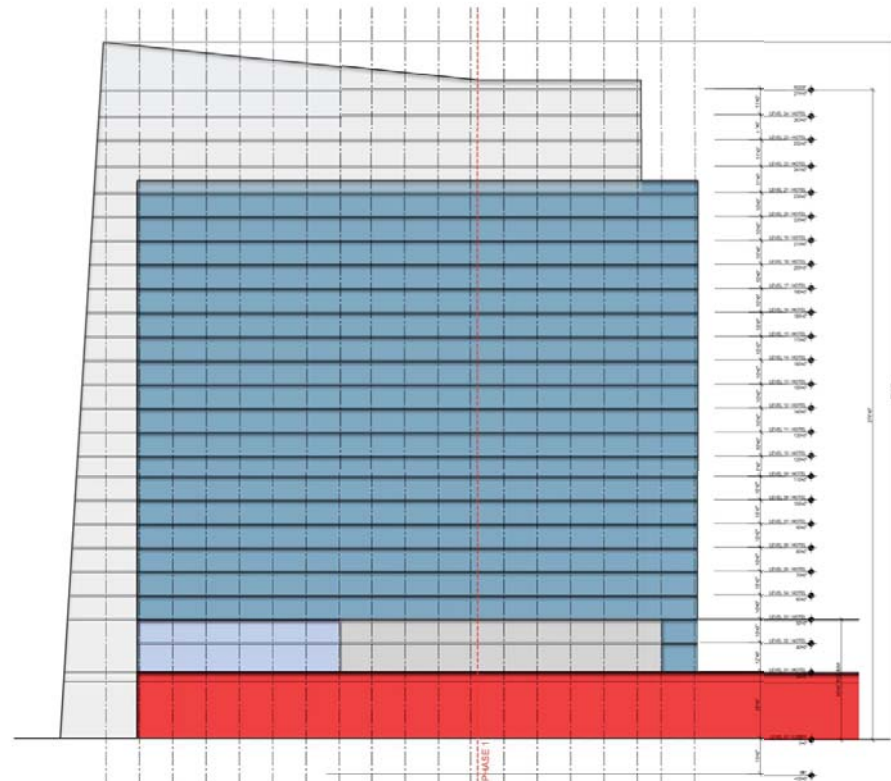
ROOM MATRIX	
471	TYPICAL GUEST ROOMS 7 ROOMS PER FLOOR @ 2 FLOORS 26 ROOMS PER FLOOR @ 17 FLOORS 15 ROOMS ON INTERSTITIAL FLOOR
24	SUITES 24 (VARY IN SIZE) 6 SUITES PER FLOOR @ 4 FLOORS
495 TOTAL KEYS	

LEGEND	
	GUEST
	SUITE
	FOH CIRCULATION
	BOH / MECHANICAL / CORE

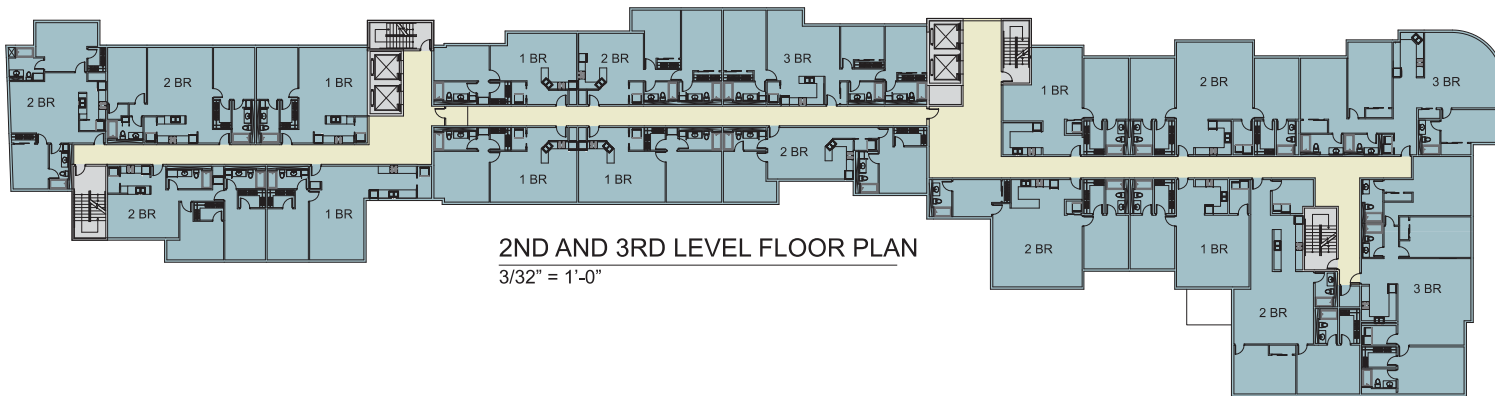
HOTEL DATA



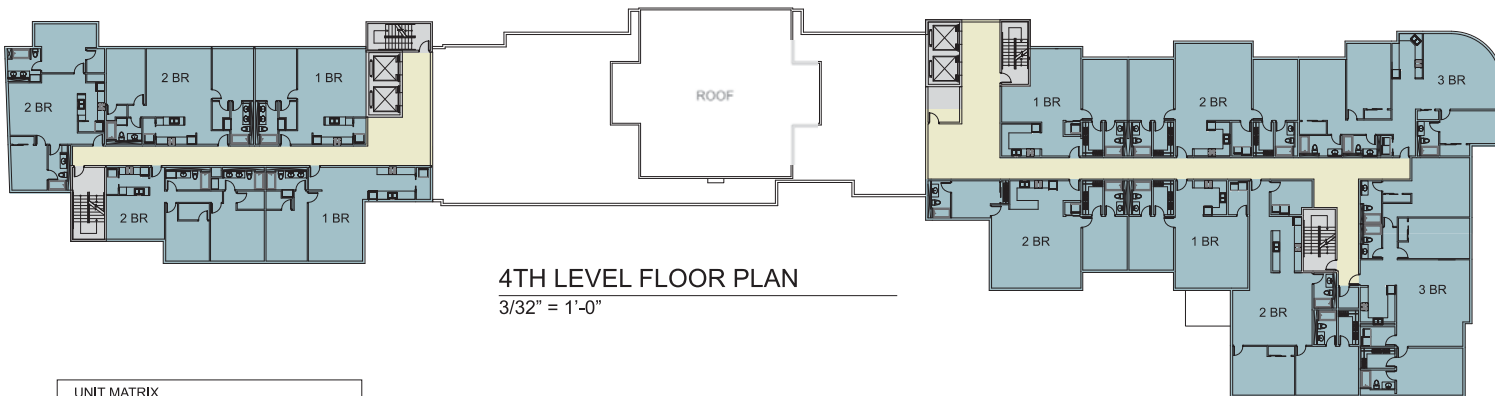
CROSS SECTION
1/16" = 1'-0"



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






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

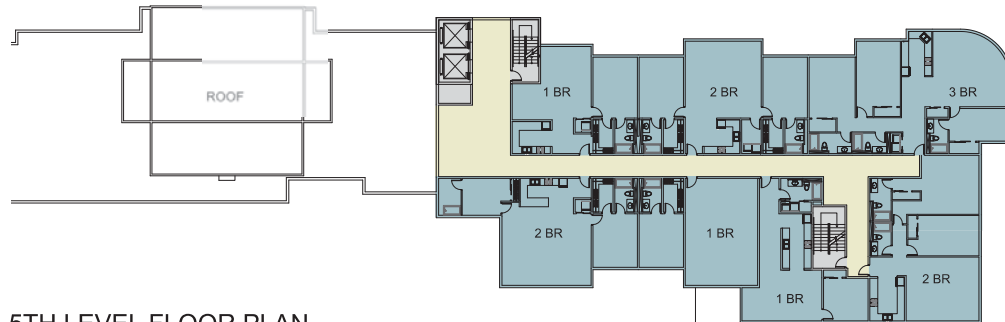


4TH LEVEL FLOOR PLAN
3/32" = 1'-0"

UNIT MATRIX	
21	1 BEDROOM (39%)
45	2 BEDROOM (45%)
16	3 BEDROOM (16%)
55	TOTAL UNITS

LEGEND	
	APARTMENT
	CIRCULATION
	BOH / MECHANICAL / CORE

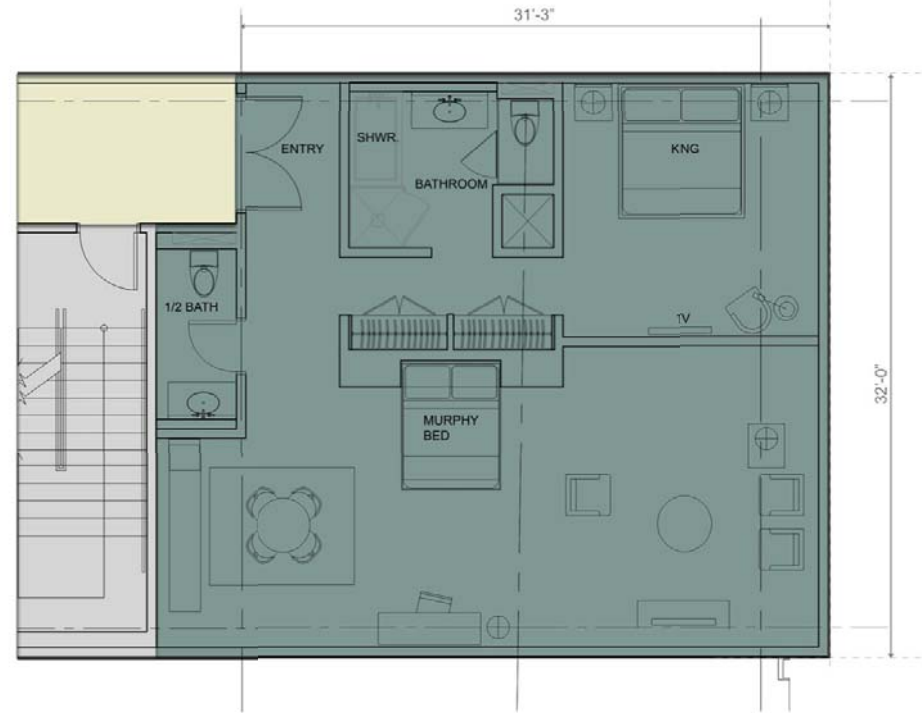
DATA



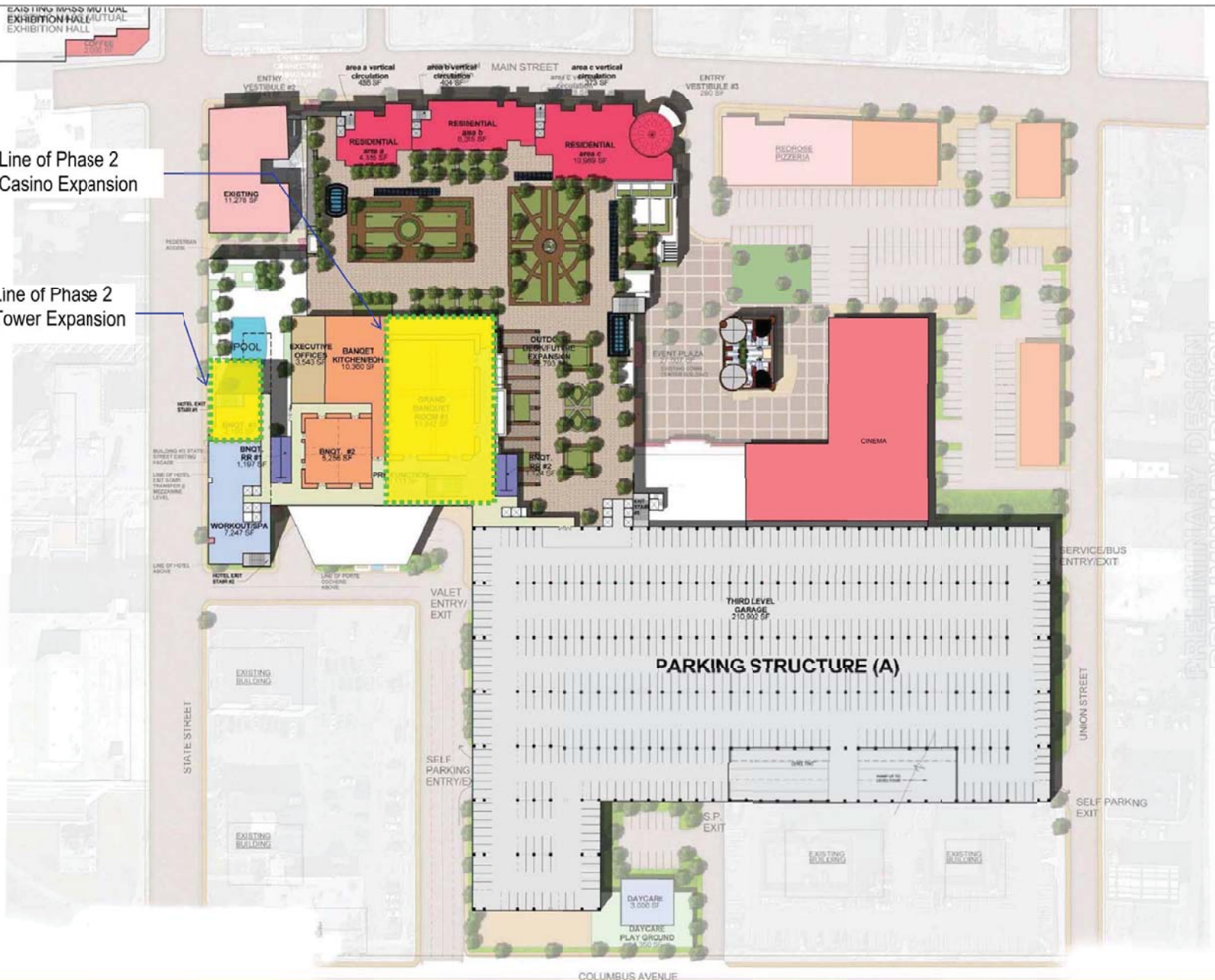
5TH LEVEL FLOOR PLAN
3/32" = 1'-0"



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



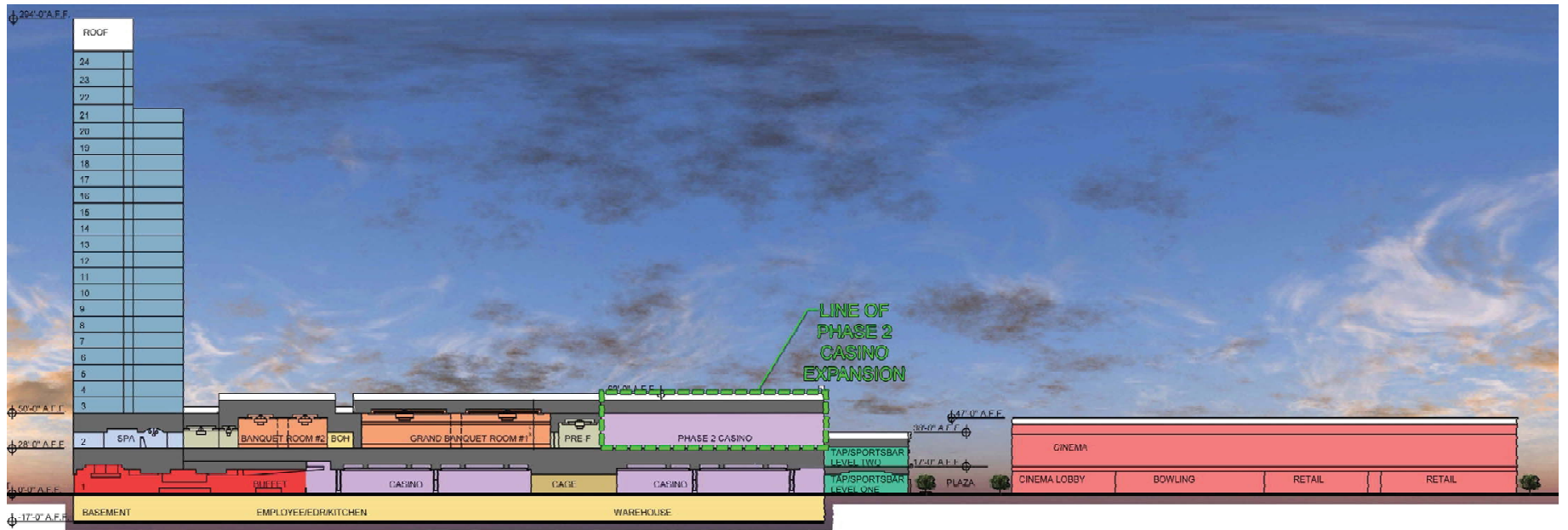
TYPICAL SUITE PLAN
 1/2" = 1'-0"



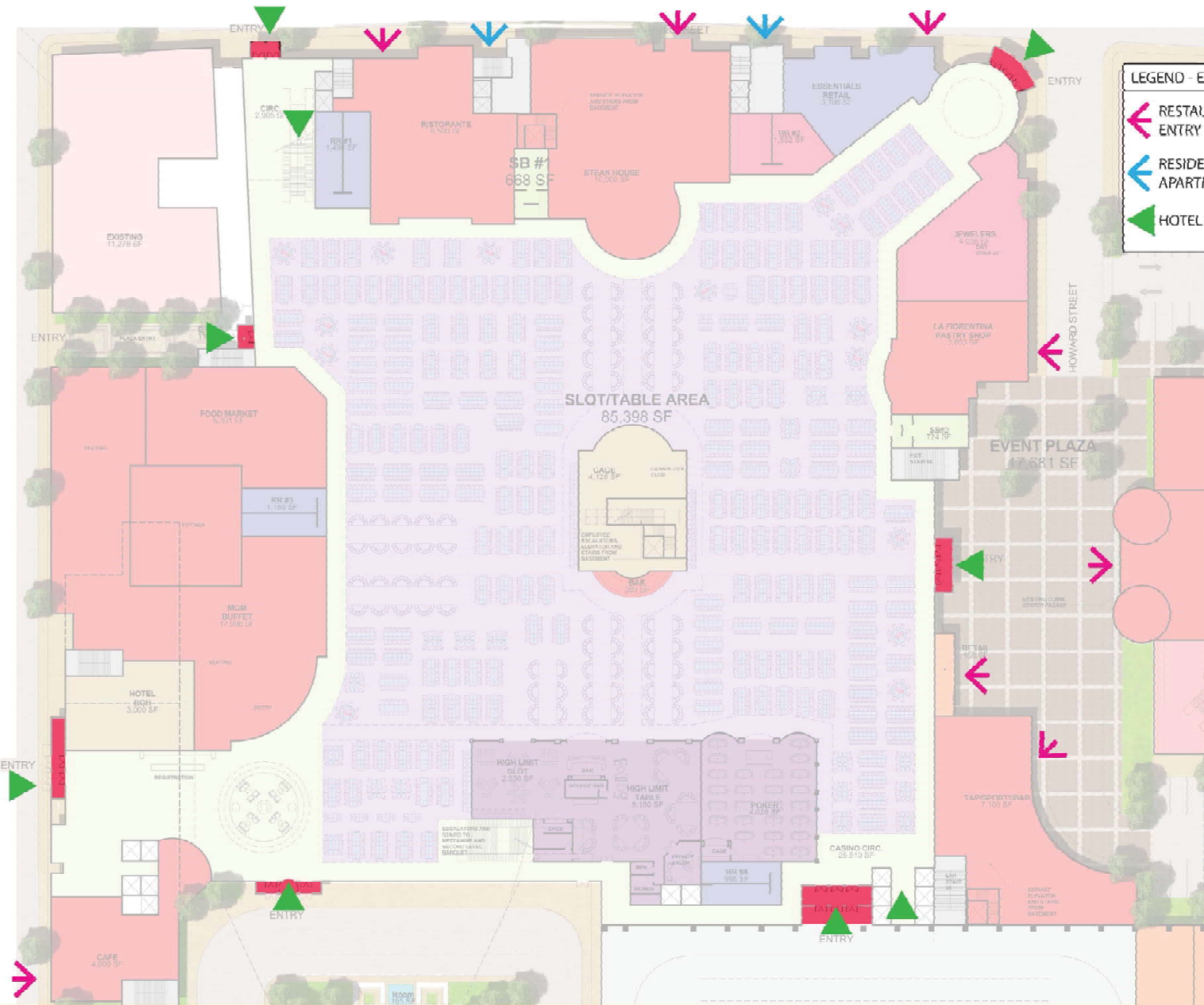
Line of Phase 2
Casino Expansion

Line of Phase 2
Tower Expansion

PRELIMINARY DESIGN



SECTION B PHASE II



LEGEND - EXTERNAL ENTRIES

- RESTAURANT / RETAIL ENTRY
- RESIDENTIAL APARTMENT ENTRY
- HOTEL / CASINO ENTRY

PRELIMINARY DESIGN

EXHIBIT J

**FORM OF PARENT COMPANY
TRANSFER RESTRICTION AGREEMENT**

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

RECITALS

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

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

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

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

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

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

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

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

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

4. Parent Company hereby represents and warrants that:

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

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

5. Parent Company covenants with the City as follows:

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

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

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

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

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

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

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

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

7. Remedies:

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

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

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

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

10. Notices shall be given as follows:

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

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

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

and

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

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

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

and

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

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

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

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

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

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

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

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

16. Dispute Resolution:

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

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

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

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

(e) In the event the Dispute is unresolved within thirty (30) days of the Dispute Notice by good faith negotiations, the Dispute shall be arbitrated upon the filing by either party hereto of a written demand, with notice to the other party hereto, to the Judicial Arbitration and Mediation Services (“**JAMS**”) (to the extent such rules are not inconsistent as provided for herein) in the City before a single arbitrator to be selected under the JAMS selection process. Arbitration of the Dispute shall be governed by the then current Commercial Arbitration Rules of the JAMS. Within ten (10) days after receipt of written notice of the Dispute being brought to the arbitrator, each party hereto shall submit to the arbitrator a best and final settlement with respect to each issue

submitted to the arbitrator and an accompanying statement of position containing supporting facts, documentation and data. Upon such Dispute being submitted to the arbitrator for resolution, the arbitrator shall assume exclusive jurisdiction over the Dispute, and shall utilize such consultants or experts as he shall deem appropriate under the circumstances to assist in the resolution of the Dispute, and will be required to make a final binding determination with a reasoned opinion, not subject to appeal, within forty-five (45) days of the date of submission. Nothing herein shall prevent either party hereto from seeking injunctive relief in Court to maintain the status quo in furtherance of arbitration.

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

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

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

EXHIBIT K

**FORM OF RESTRICTED OWNER
TRANSFER RESTRICTION AGREEMENT**

This Transfer Restriction Agreement (“**TRA**”) is made as of this ___ day of _____, 20___, by _____, a _____ (“**Owner**”), having its office at _____ to and for the benefit of the City of Springfield, Massachusetts, a municipal corporation (the “**City**”).

RECITALS

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

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

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

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

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

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

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

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

4. Owner hereby represents and warrants that:

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

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

5. Owner covenants with the City as follows:

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

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

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

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

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

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

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

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

7. Remedies:

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

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

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

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

10. Notices shall be given as follows:

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

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

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

and

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

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

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

and

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

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

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

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

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

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

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

16. Dispute Resolution:

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

available based upon the passage of time during any negotiation called for by this Section.

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

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

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

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

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

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

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

EXHIBIT L

FORM OF GUARANTY AND KEEPWELL AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) With the consent of Developer, the City may alter, amend or modify any terms of the Agreement, including renewing, compromising, extending or accelerating, or

otherwise changing the time for performance thereunder; provided, however, that no such alterations, amendments or modifications may be made to this Guaranty or the Obligations covered by this Guaranty without the consent of the Guarantor.

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

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

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

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

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

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

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

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

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

8. Guarantor waives:

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

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

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

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

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

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

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

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

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

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

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

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

14. Guarantor hereby represents and warrants that:

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

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

material adverse change in the condition, financial or otherwise, or in the results of operations or business affairs of the Guarantor and its subsidiaries, considered as one enterprise;

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

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

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

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

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

and consents) will be obtained when required in order to satisfy the obligations hereunder in accordance with the terms of this Guaranty.

15. Guarantor covenants with the City as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. Notices shall be given as follows:

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

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

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

And

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

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

with copies to: Frank Fitzgerald, Esq.

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

And

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

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

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

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

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

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

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

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

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

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

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

28. Dispute Resolution:

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

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

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

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

(e) In the event the Dispute is unresolved within thirty (30) days of the Dispute Notice by good faith negotiations, the Dispute shall be arbitrated upon the filing by either party hereto of a written demand, with notice to the other party hereto, to the Judicial Arbitration and Mediation Service (“**JAMS**”) (to the extent such rules are not inconsistent as provided for herein) in the City before a single arbitrator to be selected under JAMS selection process. Arbitration of the Dispute shall be governed by the then current commercial arbitration rules of JAMS. Within ten (10) days after receipt of written notice of the Dispute being brought to the arbitrator, each party hereto shall submit to the arbitrator a best and final settlement with respect to each issue submitted to the arbitrator and an accompanying statement of position containing supporting facts, documentation and data. Upon such Dispute being submitted to the arbitrator for resolution, the arbitrator shall assume exclusive jurisdiction over the Dispute, and shall utilize such consultants or experts as he shall deem appropriate under the circumstances

to assist in the resolution of the Dispute, and will be required to make a final binding determination with a reasoned opinion, not subject to appeal, within forty-five (45) days of the date of submission. Nothing herein shall prevent either party hereto from seeking injunctive relief in Court to maintain the status quo in furtherance of arbitration.

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

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

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

EXHIBIT M

FORM OF CLOSING CERTIFICATE

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

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

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

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

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

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

Dated as of: _____, 20__

[Insert Signature Block]

EXHIBIT N

FORM OF RELEASE*

This Release (“**Release**”) is made as of this ___ day of _____, 20___, by _____, a _____ and _____ (collectively, the “**Releasor**”), having its office at _____ to and for the benefit of the City of Springfield, Massachusetts, a municipal corporation (the “**City**”).

RECITALS

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

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

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

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

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

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

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

3. Releasor hereby represents and warrants that:

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

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

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

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

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

7. Submission to Jurisdiction

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

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

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

EXHIBIT O

TYPES AND AMOUNTS OF INSURANCE

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

EXHIBIT P

FORM OF ESTOPPEL CERTIFICATE

[DATE]

[Name of Financial Institution] (“**Addressee**”)

[Address of Financial Institution]

Attn: _____

Re: Host Community Agreement between the City of Springfield, Massachusetts and
[_____] (collectively, the “**Developer**”) dated _____, 2013 (the
“**Agreement**”)

Ladies and Gentlemen:

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

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

1. Attached hereto as Exhibit A is a true, accurate, and complete copy of the Agreement. The Agreement has not been amended except as set forth in Exhibit A.
2. The Agreement has not been terminated or canceled. The City has/has not sent to Developer notice in accordance with the terms of the Agreement alleging that the Developer is in default under the Agreement. **[If a notice has been sent, a copy is attached]**.
3. The City has/has not received notice from Developer in accordance with the terms of the Agreement alleging that the City is in default under the Agreement. **[If a notice has been sent, a copy is attached]**.
4. The Closing Date, as such term is defined in the Agreement, **[occurred , _____/has not occurred]**.

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

CITY OF SPRINGFIELD, MASSACHUSETTS,
a municipal corporation

By: _____
Name: _____
Title: _____

EXHIBIT Q

**FORM OF PARENT COMPANY
RADIUS RESTRICTION AGREEMENT**

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

RECITALS

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

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

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

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

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

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

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

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

4. Parent Company hereby represents and warrants that:

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

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

5. Parent Company covenants with the City as follows:

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

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

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

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

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

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

7. Remedies:

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

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

8. This writing is intended by the parties hereto as a final expression of this RRA, and is intended to constitute a complete and exclusive statement of the term of the agreement among the parties hereto. There are no promises or conditions, expressed or implied, unless contained in this writing. No course of dealing, course of performance or trade usage, and no parol evidence of any nature, shall be used to supplement or modify the terms of this RRA. No amendment, modification, termination or waiver of any provision of this RRA, shall in any event be effective unless the same shall be in writing and signed by the City, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

9. Notices shall be given as follows:

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

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

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

and

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

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

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

and

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

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

10. Time is of the essence in performance of this RRA by Parent Company.

11. The terms of this RRA shall bind and benefit the legal representatives, successors and assigns of the City and Parent Company.

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

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

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

15. Dispute Resolution:

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

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

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

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

(e) In the event the Dispute is unresolved within thirty (30) days of the Dispute Notice by good faith negotiations, the Dispute shall be arbitrated upon the filing by either party hereto of a written demand, with notice to the other party hereto, to the Judicial Arbitration and Mediation Service (“**JAMS**”) (to the extent such rules are not inconsistent as provided for herein) in the City before a single arbitrator to be selected under JAMS selection process. Arbitration of the Dispute shall be governed by the then

current commercial arbitration rules of JAMS. Within ten (10) days after receipt of written notice of the Dispute being brought to the arbitrator, each party hereto shall submit to the arbitrator a best and final settlement with respect to each issue submitted to the arbitrator and an accompanying statement of position containing supporting facts, documentation and data. Upon such Dispute being submitted to the arbitrator for resolution, the arbitrator shall assume exclusive jurisdiction over the Dispute, and shall utilize such consultants or experts as he shall deem appropriate under the circumstances to assist in the resolution of the Dispute, and will be required to make a final binding determination with a reasoned opinion, not subject to appeal, within forty-five (45) days of the date of submission. Nothing herein shall prevent either party hereto from seeking injunctive relief in Court to maintain the status quo in furtherance of arbitration.

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

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

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

EXHIBIT R

**FORM OF RESTRICTED PARTY
RADIUS RESTRICTION AGREEMENT**

This Radius Restriction Agreement (“**RRA**”) is made as of this ___ day of _____, 20___, by _____, a _____ (“**Restricted Party**”), having its office at _____ to and for the benefit of the City of Springfield, Massachusetts, a municipal corporation (the “**City**”).

RECITALS

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

B. Restricted Party will benefit from the financial success of Developer.

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

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

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

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

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

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

4. Restricted Party hereby represents and warrants that:

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

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

5. Restricted Party covenants with the City as follows:

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

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

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

6. The City may declare Restricted Party to be in default under this RRA upon the occurrence of any of the following events (each, an “**Event of Default**”, and collectively, “**Events of Default**”).

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

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

7. Remedies:

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

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

8. This writing is intended by the parties hereto as a final expression of this RRA, and is intended to constitute a complete and exclusive statement of the term of the agreement among the parties hereto. There are no promises or conditions, expressed or implied, unless contained in this writing. No course of dealing, course of performance or trade usage, and no parol evidence of any nature, shall be used to supplement or modify the terms of this RRA. No amendment, modification, termination or waiver of any provision of this RRA, shall in any event be effective unless the same shall be in writing and signed by the City, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

9. Notices shall be given as follows:

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

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

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

and

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

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

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

and

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

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

10. Time is of the essence in performance of this RRA by Restricted Party.

11. The terms of this RRA shall bind and benefit the legal representatives, successors and assigns of the City and Restricted Party.

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

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

14. Restricted Party acknowledges that it expects to derive a benefit as a result of the Agreement to Developer because of its relationship to Developer, and that it is executing this RRA in consideration of that anticipated benefit.

15. Dispute Resolution:

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

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

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

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

(e) In the event the Dispute is unresolved within thirty (30) days of the Dispute Notice by good faith negotiations, the Dispute shall be arbitrated upon the filing by either party hereto of a written demand, with notice to the other party hereto, to the Judicial Arbitration and Mediation Service (“**JAMS**”) (to the extent such rules are not inconsistent as provided for herein) in the City before a single arbitrator to be selected under JAMS selection process. Arbitration of the Dispute shall be governed by the then

current commercial arbitration rules of JAMS. Within ten (10) days after receipt of written notice of the Dispute being brought to the arbitrator, each party hereto shall submit to the arbitrator a best and final settlement with respect to each issue submitted to the arbitrator and an accompanying statement of position containing supporting facts, documentation and data. Upon such Dispute being submitted to the arbitrator for resolution, the arbitrator shall assume exclusive jurisdiction over the Dispute, and shall utilize such consultants or experts as he shall deem appropriate under the circumstances to assist in the resolution of the Dispute, and will be required to make a final binding determination with a reasoned opinion, not subject to appeal, within forty-five (45) days of the date of submission. Nothing herein shall prevent either party hereto from seeking injunctive relief in Court to maintain the status quo in furtherance of arbitration.

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

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

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

EXHIBIT S

FORM OF NOTICE OF AGREEMENT

THIS INSTRUMENT WAS
PREPARED BY AND AFTER
RECORDING MAIL TO:

Attorney Edward M. Pikula
City of Springfield Law Department
36 Court Street
Springfield, MA 01103

And

Attorney Frank P. Fitzgerald
Fitzgerald Attorneys at Law, P.C.
46 Center Square
East Longmeadow, MA 01028

NOTICE OF AGREEMENT²

THIS NOTICE OF AGREEMENT (this “**Notice**”), dated as of the ____ day of _____, _____, is made by and among the City of Springfield, Massachusetts, a municipal corporation (the “**City**”), and _____, a Massachusetts limited liability company (collectively, the “**Developer**”).

RECITALS

A. The City selected Developer to develop, construct and operate a destination resort casino complex pursuant to a certain two phase Request for Qualifications/Proposals issued by the City;

B. The City and the Developer entered into that certain Host Community Agreement dated _____, 2013, (the “**Agreement**”) which sets forth their mutual rights and obligations with respect to the development, construction and operation of a destination resort casino complex; and

C. The City and Developer desire to set forth certain terms and provisions contained in the Agreement in this Notice for recording purposes.

NOW, THEREFORE, for and in consideration of the premises and the covenants and conditions set forth in the Agreement, the City and Developer do hereby covenant, promise and agree as follows:

²This Notice may be re-executed at such time as an Affiliate of Developer takes title to the Project Site.

1. Capitalized terms used herein which are not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

2. Developer, or its Affiliate own or have enforceable rights to acquire the Project Site on which the Project is to be developed, constructed and operated.

3. A description of the Project Site is attached hereto as Exhibit 1 and by this reference made a part hereof.

4. The Project and its operations are subject to the terms and conditions set forth in the Agreement, including but not limited to restrictions on Transfer as defined in the Agreement.

Blue Tarp reDevelopment, LLC, a
Massachusetts limited liability company

The City Of Springfield, Massachusetts, a
municipal corporation

By: _____
Its: _____

By: _____
Its: _____

_____, a
Massachusetts limited liability company,

By: _____
Its: _____

COMMONWEALTH OF MASSACHUSETTS)
) SS
COUNTY OF HAMPDEN)

I, _____, a Notary Public in and for said County, in the Commonwealth aforesaid, DO HEREBY CERTIFY, that _____, personally known to me to be the _____ of _____, a Massachusetts limited liability company, whose name is subscribed to the within Instrument, appeared before me this day in person and acknowledged that as such _____ s/he signed and delivered the said Instrument of writing as his/her free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this ____ day of _____, 2013.

Notary Public

My Commission Expires:

EXHIBIT 1

LEGAL DESCRIPTION OF PROJECT SITE

See property description in Exhibit H (Project Site). Survey to be completed.

EXHIBIT T
TAX AFFIDAVIT

TO BE INCLUDED IN ALL SPECIFICATIONS

COMPLIANCE WITH FEDERAL, COMMONWEALTH OF MASSACHUSETTS, AND CITY OF SPRINGFIELD TAX LAWS.

A. COMPLIANCE WITH TAX LAWS

The contractor must be in compliance at the time it submits its bid and afterwards if selected as the contractor, with all Federal, Commonwealth of Massachusetts and City of Springfield tax laws, the contractor will be disqualified from the bidding procedure.

B. TAX CERTIFICATION AFFIDAVIT.

The contractor must complete and return the Tax Certification Affidavit with the contractor's bid/proposal. Failure to complete and return the Tax Certification Affidavit will disqualify the contractor from the bidding procedure.

C. VERIFICATION OF COMPLIANCE WITH FEDERAL AND MASSACHUSETTS TAX LAWS.

If the City of Springfield discovers that the contractor is not in compliance with Federal or Massachusetts tax laws, the contractor shall be excluded from the bidding procedure.

D. COMPLIANCE WITH THE CITY OF SPRINGFIELD TAXES.

If the City of Springfield discovers that the contractor owes the City of Springfield any assessments, excise, property or other taxes, including any penalties and interest thereon, the contractor shall be excluded from the bidding procedure.

The contractor at all times during the term of an awarded contract shall observe and abide by all Federal, Commonwealth of Massachusetts and City of Springfield tax laws and remain in compliance with such laws, all as amended.

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

Individual Social Security Number _____ State Identification Number _____ Federal Identification Number _____

Company: _____

P.O. Box (if any): _____ **Street Address Only:** _____

City/State/Zip Code: _____

Telephone #: _____ **Fax #:** _____

List address(es) of all other property owned by company in Springfield:

Please Identify if the bidder/proposer is a:

Corporation	_____	Name of Individual:	_____
Individual	_____	Names of all	_____
Partnership	_____	Partners:	_____
Limited Liability Company	_____	Names of all	_____
Limited Liability Partnership	_____	Managers:	_____
Limited Partnership	_____	Names of all	_____
		Partners:	_____
		Names of all	_____
		General Partners:	_____

You must complete the following certifications and have the signature(s) notarized on the lines below. Any certification that does not apply to you, write N/A in the blanks provided.

FEDERAL TAX CERTIFICATION

I, _____ (authorized agent) certify under the pains and penalties of perjury that _____ (Bidder/Proposer), to my best knowledge and belief, has/have complied with all **United States Federal taxes** required by law. Date: _____

Bidder/Proposer/Contracting Entity Authorized Person's Signature

CITY OF SPRINGFIELD TAX CERTIFICATION

I, _____ (authorized agent) certify under the pains and penalties of perjury that _____ (Bidder/Proposer), to my best knowledge and belief, has/have complied with all **City of Springfield taxes** required by law (has/have entered into a Payment Agreement with the City). Date: _____

Bidder/Proposer/Contracting Entity Authorized Person's Signature

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

Pursuant to M.G.L. c. 62C §49A, I, _____ (authorized agent) certify under the pains and penalties of perjury that _____ (Bidder/Proposer) to my best knowledge and belief, has/have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support. Date: _____

Bidder/Proposer/Contracting Entity Authorized Person's Signature

Notary Public

STATE OF _____, 2013
COUNTY OF _____ ss.

Then personally appeared before me [name] _____, [title] _____ of [company name] _____, being duly sworn, and made oath that he/she has read the foregoing document, and knows the contents thereof; and that the facts stated therein are true of his/her own knowledge, and stated the foregoing to be his/her free act and deed and the free act and deed of [company name] _____.

Notary Public

My commission expires: _____

YOU MUST FILL THIS FORM OUT COMPLETELY AND, SIGNATURES MUST BE NOTARIZED ON THIS FORM AND YOU MUST FILE THIS FORM WITH YOUR BID/CONTRACT.

EXHIBIT U

SECTION 6A AGREEMENT

1. Aggregate annual 121A payments shall be \$17.6 million (the “**Fixed Payment**”), plus (a) an adjustment set forth below and (b) a payment based on Gross Revenue as set forth below.
2. The Prepayments shall be credited against Section 6A payments in seven (7) equal annual amounts commencing with the first Casino Year and for each Casino year thereafter.
3. The Fixed Payment shall be subject to an adjustment equal to Two and One-Half Percent (2.5%) commencing in 2024 through and including 2040; increasing to Two and Three Quarters Percent (2.75%) in 2041 through and including 2042; and decreasing to Two and 275/1000 Percent (2.275%) in 2043. Thereafter there shall be no further adjustments. The timing of payments as set forth in this paragraph assumes Operations Commencement occurs in the City’s fiscal year 2017. To the extent Operations Commencement occurs in a different fiscal year of the City, such dates shall be correspondingly adjusted.
4. In addition to the Fixed Payment, the 121A payments shall include an annual amount during each Casino Year equal to (a) One-Eighth of One Percent (0.125%) of Developer’s Gross Revenue until Developer’s aggregate Gross Revenue for such Casino Year equals \$400 million and (b) One Percent (1%) of Developer’s daily Gross Revenue in excess of \$400 million.
5. The excise portion of the Section 121A payments shall be due and payable commencing March 1, and the Section 6A payments shall be due and payable commencing April 1 of the year in which Operations Commencement occurs, prorated for the City’s fiscal year.
6. The term of the Section 6A Agreement shall be Forty (40) years commencing from Operations Commencement.
7. The Section 6A Agreement is not assignable except in connection with a Transfer.
8. Developer shall waive its rights to make a claim to abate taxes on the Project Site assessed prior to the date Section 121A payments become due and payable.