

## EXHIBIT A

### ACKNOWLEDGEMENT, CONSENT AND RELEASE\*

#### RECITALS

A. The City of Springfield, Massachusetts (the “City”) is soliciting proposals and information regarding qualifications from enterprises (each, a “Proposer”) desirous of entering into a host community agreement with the City in connection with the development, construction and operation of a destination casino resort project (a “Host Community Agreement”) as set forth in a certain Phase II-RFQ/P dated November 1, 2012 issued by the City, together with all alterations, supplements or amendments thereto (collectively, the “RFQ/P”).

B. To evaluate the personal, business and financial qualifications and professional capabilities and standing of each Proposer and its affiliates (each, a “Releasor” and collectively, the “Releasors”), the City requires certain information about each Releasor which could be considered confidential and/or proprietary (“Information”).

C. The collection of Information by the City is essential to select the highest quality proposal for the City.

D. Some of the Information may be collected directly or indirectly from the Releasor and/or other Releasors.

E. Other Information will be collected directly or indirectly from others such as law enforcement agencies, courts, gaming and other regulatory bodies, former employees, and financial sources.

NOW, THEREFORE, the Releasor, in consideration of the City’s accepting for review a proposal in which Releasor has an economic interest and other valuable consideration the sufficiency of which is hereby acknowledged, agrees as follows:

1. The definitions contained in the RFQ/P are incorporated herein by reference.

2. The Releasor hereby consents and agrees to abide by all of the City’s terms, conditions, ordinances, rules, regulations and policies concerning the RFQ/P.

3. The Releasor agrees that the City does not acknowledge or agree that any of the Information is confidential and/or proprietary, unless the City determines otherwise pursuant to Section 4.G of the RFQ/P.

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\* Separate forms to be signed by proposer, and any direct or indirect owner of proposer having a five percent (5%) or greater direct or indirect equity interest in proposer (excluding any equity holders of any publicly held parent company). The City reserves the right to require other parties having an indirect ownership in proposer execute a consent and release.

4. Information collected may be used in at least the following ways:
  - a. To evaluate Releasor's personal, financial and business history;
  - b. To evaluate Releasor's personal, financial and business integrity, and criminal history, if any;
  - c. To evaluate Releasor's professional qualifications and capabilities and demonstrated past performance; and
  - d. Such other uses as the City reasonably believes are necessary to evaluate the Proposer and its response to the RFQ/P.

5. The City may or may not use the Information in any decision with respect to involvement in gaming in the City and may provide this Information to the Commission.

6. Information may be shared with other state, local or federal government agencies, departments or advisors who may work with the City.

7. The City is subject to the federal law, the laws of the Commonwealth and City ordinances. The Releasor acknowledges that such laws and ordinances may provide access by third parties to the Information regarding the Releasor.

8. 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) Shesky & 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 a Host Community Agreement between the City and the Releasor or any other Proposer; (iii) release or disclosure of any Information whether intentional or unintentional; and (iv) use, investigation of, or processing of the Information.

9. The Releasor acknowledges that commencement of negotiations of a Host Community Agreement is no guaranty that the City will execute a Host Community Agreement with Releasor or its affiliates or that if executed, the Host Community Agreement will be approved by the City's City Council. During the course of the negotiations of the Host Community Agreement, the City shall have the right, in its sole discretion, to terminate such negotiations and thereafter commence or continue negotiations on a Host Community Agreement with another party, or abandon all such negotiations and the selection process for a destination resort casino development or recommence such process in any matter that the City deems to be in its best interests.

10. The undersigned (i) has read and understands this Acknowledgement, Consent and Release; (ii) authorizes the direct and indirect collection of, and consents to the use and disclosure of, the Information as described herein; and (iii) represents and warrants that it has the authority to execute and deliver this Acknowledgement, Consent and Release on behalf of itself and its affiliates.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name of Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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