

FIRST AMENDMENT TO SURROUNDING COMMUNITY AGREEMENT

This First Amendment to Surrounding Community Agreement (this "Amendment") is entered into this ___ day of June, 2016 (the "Effective Date") by and between Blue Tarp reDevelopment, LLC, a Massachusetts limited liability company, with an office address of One Monarch Place, Suite 910, Springfield, MA 01144, owner and developer of the MGM Springfield project in Springfield, Massachusetts ("MGM"), and the City of Holyoke, Massachusetts, a municipality in the Commonwealth of Massachusetts (the "City") (MGM and the City hereinafter collectively the "Parties" or individually as "Party").

RECITALS

WHEREAS, the Parties entered into a Surrounding Community Agreement¹ dated January 10, 2014, (the "SCA" or the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement in order to accomplish the purpose and objectives set forth in the Memorandum of Agreement between the City of Holyoke, Massachusetts, Holyoke Community College ("HCC") and MGM, a copy of which is attached hereto as Exhibit A (the "MOA").

AGREEMENT

NOW THEREFORE, for valuable consideration, the sufficiency and receipt of which are hereby acknowledged by the Parties, and in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. MOA for MGM Resorts HCC Center for Hospitality and Culinary Arts at Holyoke. Pursuant to the MOA, MGM shall make payments totaling Five Hundred Thousand Dollars (\$500,000.00) on the schedule and for the purpose set forth therein, all of which shall be deemed to be advances on MGM's obligations to make Annual Payments pursuant to Paragraph 2 of the SCA. In accordance with Paragraph 1 of the MOA, if the terms of the MOA have been fully complied with and the MGM Resorts HCC Center for Hospitality and Culinary Arts at Holyoke (the "Center") opens to the public by the time of the Grand Opening of MGM Springfield resort, only Four Hundred Thousand Dollars (\$400,000.00) in payments shall be deemed to be advances on MGM's payment obligations, subject to a future credit due to MGM as set forth in Paragraph 2 herein. The City acknowledges, consistent with Paragraph 1 of the MOA, that in the event that the terms of the MOA are not complied with, MGM shall have the right to terminate the MOA and cease any further payments hereunder, in which case, the full amount of any such payments by MGM as of such termination date shall be deemed an advance payment, and MGM shall be entitled to a credit in such amount in accordance with schedule attached hereto as Exhibit B (the "MGM Payment Reduction Schedule") until the full amount is repaid.
2. Credits for Advance Payments by MGM. With respect to any payments made pursuant to the MOA and this Amendment that are deemed to be advances on Annual Payments, MGM shall be entitled to a credit toward its obligation to make such payments on an annual basis, pursuant to Exhibit B, until such credit is exhausted whereupon MGM shall resume making Annual Payments on the schedule and in the amounts set forth in Paragraph 2 of the Agreement. In the event that any remaining credit amount is less than the amount due for an Annual Payment in a given year, MGM shall be entitled to a partial credit and

¹ Terms otherwise not defined in this Amendment shall have the same definition as those found in the January 10, 2014 Surrounding Community Agreement.

shall be required to pay the remaining Annual Payment amount.

3. No Further Obligations of MGM. Nothing in this Amendment shall alter or in any way increase MGM's mitigation obligations under the Agreement; and any advances made under this Amendment shall be deemed to apply toward payment of Net Adverse Impact Amounts in accordance with Paragraph 7(a) of the Agreement irrespective of having been advanced hereunder.

4. No Further Amendments: Except as provided herein, all of the remaining terms, covenants and conditions of the Agreement are hereby ratified and confirmed and remain in full force and effect.

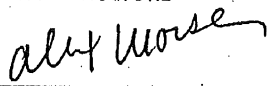
5. Counterparts. This Amendment may be executed in any number of counterparts, each of which when executed and delivered (whether by original, facsimile or electronic copies) shall be an original, but all such counterparts shall constitute one and the same agreement.

ACKNOWLEDGED AND AGREED TO BY:

City:

THE CITY OF HOLYOKE

By:



Alex Morse

Its:

Mayor

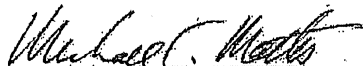
Dated:

11-21-16

MGM:

BLUE TARP REDEVELOPMENT, LLC

By:



Michael C. Mathis

Its:

Authorized Signatory

Dated:

6/8/16

EXHIBIT "A"

Memorandum of Agreement between the City of Holyoke, Massachusetts, Holyoke Community College and Blue Tarp reDevelopment, LLC

**MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF HOLYOKE, MASSACHUSETTS,
HOLYOKE COMMUNITY COLLEGE AND BLUE TARP REDEVELOPMENT, LLC**

This **AGREEMENT** is made this 30 day of JUNE, 2016 by and between the **City of Holyoke, Massachusetts**, a public body politic (hereinafter referred to as the "**City**"), **Holyoke Community College**, a public educational institution, located at 303 Homestead Avenue, Holyoke, MA 01040 (hereinafter referred to as "**HCC**") and **Blue Tarp reDevelopment, LLC**, a Massachusetts limited liability company, with a usual place of business located at One Monarch Place, Suite 910, Springfield, MA 01144 (hereinafter referred to as "**MGM**"). The **City** and **MGM** are herein collectively referred to as "**the Parties**".

WHEREAS, the Parties are mutually interested in the construction and operation of a new training and educational center for hospitality and culinary arts to be located at The Cubit building at 164 Race Street in downtown Holyoke and to be named the "MGM Resorts HCC Center for Hospitality and Culinary Arts at Holyoke" (the "**Center**");

WHEREAS, five hundred thousand dollars (\$500,000.00) (the "**Matching Funds**") is needed to supplement approximately \$3.3 million in state and federal grants in order to fund the Center;

WHEREAS, HCC and the City have requested that MGM provide the Matching Funds to the City, which funding the City will in turn provide to HCC to help fund the Center;

WHEREAS, on or about January 10, 2014, MGM and the City entered into a Surrounding Community Agreement (the "**SCA**") pursuant to which MGM is obligated to make certain annual payments to the City following its Grand Opening¹ for a period of fifteen (15) years;

WHEREAS, the City has requested and MGM has agreed that it will fund the Matching Funds as follows (i) a new one hundred thousand dollar (\$100,000) grant to the City and (ii) a four hundred thousand dollar (\$400,000) advance on its payment obligations under the SCA;

WHEREAS, in consideration for MGM agreeing to make the Matching Funds, the City and HCC have agreed that MGM will have exclusive major naming and sponsorship recognition for the Center as more specifically described below and further, shall have consultation and approval rights in connection with the Center's curriculum; and

WHEREAS, the Parties wish to memorialize and set forth herein the terms and conditions of this funding commitment;

NOW, THEREFORE, for good and valuable consideration, the Parties mutually agree as follows:

1. Initial Payment by MGM. MGM shall make a payment of One Hundred Thousand Dollars (\$100,000.00) to the City on or about June 6, 2016 (the "**First Payment**"), which funding the City shall direct toward the design, construction and/or operations of the Center (the "**Purpose**"); provided however, if the City fails to for any reason to direct the First Payment toward the Purpose or fails to open the Center to the public by the time of the opening of

¹ Terms otherwise not defined this Agreement shall have the same definition as those found in the January 10, 2014 Surrounding Community Agreement.

MGM Springfield resort to the public, the First Payment shall be deemed an advance on MGM's payment obligations pursuant to Paragraph 2 of the SCA, and MGM shall have the right to terminate this MOA, and cease any further payments of the Matching Funds.

2. Advance Payments by MGM. MGM shall make additional payments totaling Four Hundred Thousand Dollars (\$400,000.00) (the "**Advance**") on the schedule further described below, which shall be deemed to be an advance on MGM's payment obligations pursuant to Paragraph 2 of the SCA, which Advance shall also be directed toward the Purpose; provided, that as of the date of such payments, the City and HCC have continuously complied with the terms of this Agreement and the SCA (as amended). MGM shall have the right to deduct from such payments any costs which it advances for the design of any building and/or office signage and related promotional signage, , evidencing MGM's sponsorship, in accordance with the agreed upon branding set forth in **Exhibit A** (the "**Center Branding**"), up to a maximum of Ten Thousand Dollars (\$10,000.00).
3. Payment Schedule. The Advance shall be paid on the following schedule:
 - a. Two Hundred Thousand Dollars (\$200,000.00) on or about September 30, 2016 upon evidence reasonably satisfactory to MGM that HCC and the City are proceeding in good faith with the development of the Center;
 - b. One Hundred Thousand Dollars (\$100,000.00) upon evidence reasonably satisfactory to MGM that construction of the Center has commenced; and
 - c. One Hundred Thousand Dollars (\$100,000.00) upon evidence reasonably satisfactory to MGM that construction of the Center is complete.
4. Center Branding. The Parties agree and acknowledge that in consideration for MGM committing to fund the Matching Funds, the City and HCC have agreed that MGM will have exclusive major naming and sponsorship rights for the Center as more specifically described in the Center Branding. The Parties agree that MGM shall be named on all collateral which the HCC or the City creates, or cause to be created, which identifies or refers to the Center. With the exception of the primary signage package, which MGM may fund from the Matching Funds as set forth above, the costs for such collateral and materials shall be borne by the Center. The Parties agree that MGM shall have the right to approve any deviation of branding from the Center Branding, including any desire by the Center to provide any other third party with naming privileges in connection with the Center, prior to its implementation by the Center, which approval may be withheld in the sole discretion of MGM.
5. Center Curriculum. The Parties agree and acknowledge that an inducement to MGM committing to make the Matching Funds was not only the exclusive major naming and sponsorship rights set forth above, but also an assurance by the City and HCC that the Center would produce graduates that had high quality skills and training to successfully perform at premier hospitality facilities, including those owned and operated MGM and its affiliates. Accordingly, The Parties agree that MGM shall have consultation rights relating to state-approved degree programs offered at the Center, and consultation and approval rights relating to non-credit workforce programming.

8. Relationship of the parties. Nothing contained in this Agreement creates a partnership, joint venture, employer/employee, principal-and-agent, or any similar relationship between the parties hereto.
9. Amendments. This Agreement may only be modified by a written amendment mutually agreed upon by the Parties.
10. Governing Law. This Agreement shall be governed by, and construed according to, the laws of the Commonwealth of Massachusetts, without regard to any choice of law provisions thereof which would require application of the laws of another jurisdiction.

In Witness Whereof, the City of Holyoke, Massachusetts, Holyoke Community College and Blue Tarp reDevelopment, LLC, have executed this Memorandum of Agreement as of the date the same is finally signed by all parties listed below.

CITY OF HOLYOKE, MASSACHUSETTS,

By: *Alex Morse*

Alex B. Morse,
Mayor

Date: 11-21-16

BLUE TARP REDEVELOPMENT, LLC,

By: *Michael C. Mathis*

Michael C. Mathis,
President & COO

Date: 6/8/16

HOLYOKE COMMUNITY COLLEGE,

By: *William F. Messner*

William F. Messner
President

Date: 6/30/16

EXHIBIT "A"
Center Branding Specifications
See attached

MGM RESORTS HCC CENTER
FOR HOSPITALITY AND CULINARY ARTS

AT HOLYOKE

MGM RESORTS HCC CENTER
FOR HOSPITALITY AND CULINARY ARTS

AT HOLYOKE



HOLYOKE
COMMUNITY
COLLEGE

EXHIBIT "B"

MGM: Payment Reduction Schedule

SCA Payment Period (Year)	Credit Amount Against Advance Payments
Year 1	\$20,000.00
Year 2	\$20,000.00
Year 3	\$20,000.00
Year 4	\$20,000.00
Year 5	\$20,000.00
Year 6	\$75,000.00
Year 7	\$50,000.00
Year 8	\$50,000.00
Year 9	\$50,000.00
Year 10	\$75,000.00
Total:	\$400,000.00