

SURROUNDING COMMUNITY AGREEMENT

This surrounding community agreement (this "Agreement") is entered into this 3rd day of December, 2013 (the "Effective Date") by and between Blue Tarp reDevelopment, LLC ("MGM"), a Massachusetts limited liability company, with an office address of 1441 Main Street, Suite 1137, Springfield, MA, owner and developer of the MGM Springfield project in Springfield, Massachusetts and [Ludlow], Massachusetts (the "Community"), a municipality in the Commonwealth of Massachusetts (MGM and the Community hereinafter collectively the "Parties" or individually a "Party").

RECITALS

WHEREAS, MGM is an affiliate of MGM Resorts International (NYSE: MGM) ("MGM Resorts"), 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 projects, owns and operates 15 properties located in Nevada, Mississippi and Michigan, and has 50% investments in three other properties in Nevada and Illinois.

WHEREAS, the MGM Springfield project is a destination casino resort planned for downtown Springfield, Massachusetts expected to cost approximately \$800 million and include 1,000,000 square feet (the "Project"). When constructed, it is anticipated to be the largest private development in Western Massachusetts history. The Project is anticipated to have 250 first class hotel guest rooms, a 125,000 square foot casino, 54 market rate apartments, a 15-lane bowling alley, a 12-screen luxury movie theatre, an outdoor park and seasonal skating rink, and dozens of shops and restaurants, in addition to large open outdoor public spaces.

WHEREAS, the Project is anticipated to employ 2,000 construction workers and, upon completion, 3,000 permanent workers, in a wide range of job classes from finance, IT and engineering to food and beverage service, housekeeping and security. Additionally, the Project is expected to generate \$50 million in annual expenditures on local services and products.

WHEREAS, MGM has submitted an RFA-1 application under Chapter 23k (the "Gaming Act") to the Massachusetts Gaming Commission (the "Commission"), seeking approval to proceed with an application for issuance of the sole Western Massachusetts gaming license (the "Gaming License") and intends to submit its RFA-2 application for the Project at the end of this year.

WHEREAS, the Gaming Act provides a mechanism by which communities, other than the host community, that are proximate to the Project and are expected to be significantly and adversely impacted by the Project, have an opportunity to mitigate such adverse impacts on their respective communities through designation as a "Surrounding Community".

WHEREAS, pursuant to 205 CMR 125.00 (the "Surrounding Community Regulation"), a community may be designated a surrounding community (a "Surrounding Community") through execution of a surrounding community agreement, submitted as part of an applicant's RFA-2 application.

WHEREAS, notwithstanding MGM's belief that neither the Community, nor any community in Western Massachusetts, will be significantly and adversely impacted by the Project, once the positive impacts of the Project are taken into account, the Parties desire to avoid the uncertainty of a public adjudication by the Commission with respect to surrounding community status or an arbitration relating to a surrounding community agreement.

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. Upfront Payment of \$50,000 for Reimbursement of Consulting and Legal Fees. Within thirty (30) days of execution of this Agreement, MGM agrees to pay to the Community Fifty Thousand Dollars (\$50,000), minus any amounts previously paid by MGM to the Community, directly or indirectly through the execution of letters of authorization with the Commission (the "Upfront Fees Payment"). The Community shall be free to use the Upfront Fees Payment for the payment of any prior, existing or future consultants or legal advisors, whether internal or external (collectively, its "Advisors" or "the Community's Advisors") providing services related to or in any way arising from the Community's review of the Project ("Project Review") or for any other use or purpose. The Community agrees that except as expressly set forth in this Agreement, neither the Community nor any of the Community's Advisors, shall have the right to pursue payment from MGM or any of its affiliates, directly or indirectly (i.e., through the Commission) for any services provided to or at the request of the Community related to the Project. Except as explicitly set forth herein, the Community, on its own behalf, and on behalf of its Advisors, hereby waives any right to reimbursement from MGM or any MGM affiliate for consulting or legal fees related to Project Review.

2. Guaranteed Minimum Annual Payments. The Parties agree that, commencing with the opening of the Project to the public (i.e., the date on which MGM begins to collect revenue under the terms of the Gaming License) (the "Grand Opening") and for each year following the Grand Opening through the expiration of MGM's initial gaming license (the "Term"), MGM shall annually pay to the Community: (i) Seventy-Five Thousand Dollars (\$75,000) (the "Annual Mitigation Payment"); and (ii) a total of Three Hundred and Seventy Thousand Dollars (\$375,000.00) in annual payments pursuant to the schedule further detailed below which are acknowledged to be reimbursement of expenses for participation in the Look Back Studies, as

defined below (the "Annual Study Cost Reimbursement"). The Annual Study Cost Reimbursement shall be paid as follows: (i) Twenty-Five Thousand Dollars (\$25,000.00) in the first year following the Grand Opening; (ii) One Hundred Thousand Dollars (\$100,000.00) in the second year following the Grand Opening; (iii) Twenty-Five Thousand Dollars (\$25,000.00) in each of the third through fifth years following the Grand Opening; (iv) One Hundred Thousand Dollars (\$100,000.00) in the sixth year following the Grand Opening; and (v) Twenty-Five Thousand Dollars (\$25,000.00) in the seventh through ninth years following the Grand Opening. The Parties acknowledge that the Community shall be free to direct the Annual Mitigation Payment and Annual Study Cost Reimbursement (together, the "Annual Payments") to any use it deems appropriate and shall not be restricted to use the funds for any purpose set forth herein. The Annual Payments shall be made within ninety (90) days of the Grand Opening, and on each twelve month anniversary thereafter, as long as such payments are due hereunder.

3. Baseline Study of Surrounding Community Conditions. MGM agrees, at its own expense, to engage a neutral, qualified and independent third party (the "Third Party") to perform a comprehensive study (the "Initial Study") of the current conditions existing in the Community pursuant to the study scope and other requirements set forth on Exhibit A (the "Study Scope"). MGM shall make clear to the Third Party that MGM is not the client of the Third Party and that the obligations of the Third Party are to impartially and fully evaluate all matters within the Study Scope. MGM shall request that the Third Party commence the Initial Study no later than sixty (60) days after the issuance of the Gaming License to MGM and complete the Initial Study within ninety (90) days of commencing the Initial Study (the "Initial Study Period"). The Community shall, at its own expense, cooperate with all of the Third Party's reasonable requests for information in connection with the Initial Study, including but not limited to providing the Third Party with documentation, data and access to relevant municipal personnel.

4. Retroactive "Look Back" Studies.

(a) The 1st Year Look Back Study. MGM agrees, at its own expense, to engage the Third Party to conduct an additional study fifteen (15) months following the Grand Opening (the "1st Year Look Back Study"). The 1st Year Look Back Study will be based on data collected by the Third Party within the Study Scope from the first twelve (12) months following the Grand Opening (the "Initial Look Back Period"). The 1st Year Look Back Study will analyze the areas within the Study Scope to determine the dollar value of any significant and adverse impact the Community has experienced during the Initial Look Back Period as a direct result of the Project after accounting for the dollar value of any positive impacts of the Project to the Community. The results of the 1st Year Look Back Study will be set forth by the Third Party in a report setting forth the Third Party's findings (the "1st Year Study Report"). Prior to issuance of the 1st Year Study Report, however, the Parties agree that the Third Party shall first provide to each of the

Parties a draft of its report, and provide each of the Parties sixty (60) days to review and provide comments to the report (respectively, "Community's 1st Year Study Comments" and "MGM's 1st Year Study Comments", collectively the "1st Year Study Comments"). Within thirty (30) days following the expiration of that review period, including the receipt and consideration of the 1st Year Study Comments, if any, the Third Party will issue to the Parties its 1st Year Study Report.

(b) The 5th Year Look Back Study. MGM further agrees, at its own expense, to engage the Third Party to conduct an additional study five (5) years and three (3) months following the Grand Opening (the "5th Year Look Back Study"). The 5th Year Look Back Study will be based on data collected by the Third Party within the Study Scope from the five (5) year period following the Grand Opening (the "Full Look Back Period"). The 5th Year Look Back Study will analyze the areas within the Study Scope to determine the dollar value of any significant and adverse impact the Community has experienced during the Full Look Back Period after accounting for the dollar value of any positive impacts of the Project to the Community during that same period. The results of the 5th Year Look Back Study will be set forth by the Third Party in a report setting forth the Third Party's findings (the "5th Year Study Report"). Prior to issuance of the 5th Year Study Report, however, the Parties agree that the Third Party shall first provide to each of the Parties a draft of its report, and provide each of the Parties sixty (60) days to review and provide comments to the report (respectively, "Community's 5th Year Study Comments" and "MGM's 5th Year Study Comments", collectively the "5th Year Study Comments"). Within thirty (30) days following the expiration of that review period, including the receipt and consideration of the Parties' 5th Year Study Comments, if any, the Third Party will issue to the Parties its 5th Year Study Report.

5. The Third Party Role. The Parties agree that notwithstanding MGM's agreement to fund the Third Party for the Initial Study, the 1st Year Look Back Study, and the 5th Year Look Back Study, the Third Party shall conduct such studies independently pursuant to this Agreement. MGM shall select the Third Party in good faith, in consultation with the Community and upon mutual agreement of MGM, on the one hand, and a majority of the Abutters (as defined in Section 8 below) who voluntarily enter into a substantially similar surrounding community agreement with MGM prior to December 13, 2013, on the other. The Parties agree that the Third Party should be neutral and independent and qualified in the area of economic development and impacts thereof (both positive and adverse), including traffic, land use, public safety, business impacts, social impacts and any other matters within the Study Scope. In the reasonable discretion of the Third Party, the Third Party may subcontract with other experts and/or consultants as reasonably necessary to ensure the breadth of expertise necessary and appropriate to study the full range of potential impacts on the Community. The Community shall have full and unfettered access to the Third Party throughout the course of its engagement.

6. Determination of Net Adverse Impact Amounts.

(a) Year One Net Adverse Impact Amount. Upon issuance of the 1st Year Study Report, the Parties will work in good faith to mutually agree upon the dollar value of the net significant and adverse impact on the Community, if any, based on the 1st Year Study Report (the "Year One Net Adverse Impact Amount"). It is the Parties' intent to determine "Major Negative Impact Amounts," which shall mean any impact mitigation cost in excess of Five Hundred Thousand Dollars (\$500,000.00), if any, exclusively through the 1st Year Look Back Study and as part of the Year One Net Adverse Impact Amount. If the Parties cannot agree on the Year One Net Adverse Impact Amount, then, no later than the forty-fifth (45th) day following the issuance of the 1st Year Study Report, the Community shall present to MGM a written offer setting forth the amount proposed to be the Year One Net Adverse Impact Amount and the reasons supporting such offer (the "Community's Year One Offer"). Within fifteen (15) days of receipt of that offer, MGM shall either (i) accept the Community's Year One Offer as the Year One Net Adverse Impact Amount, in which case such offer shall become the Year One Net Adverse Impact Amount or (ii) present a written counter offer proposed to be the Year One Net Adverse Impact Amount and the reasons supporting such offer ("MGM's Year One Counter Offer"). Upon receipt of MGM's Year One Counter Offer, the Community will have fifteen (15) days within which to accept or reject it. If the Community accepts MGM's Year One Counter Offer, such counter offer shall become the Year One Net Adverse Impact Amount. If the Community rejects MGM's Year One Counter Offer, the Parties shall follow the arbitration procedure set forth in subsection 6(c) below.

(b) Year Five Net Adverse Impact Amount. Upon issuance of the 5th Year Study Report, the Parties will work in good faith to mutually agree upon the dollar value of the net significant and adverse impact on the Community, if any, based on the 5th Year Study Report (the "Year Five Net Adverse Impact Amount"). Any Major Negative Impact Amounts determined as part of the 1st Year Look Back Study and determined to be continuing obligations, may be incorporated into the Year Five Adverse Impact Amount, as applicable; provided however, no new or additional Major Negative Impact Amounts may be determined subsequent to the determination of the Year One Net Adverse Impact Amount, including without limitation as part of the 5th Year Look Back Study or incorporated into the Year Five Net Adverse Impact Amount. If the Parties cannot agree on the Year Five Net Adverse Impact Amount, then, no later than the forty-fifth (45th) day following the issuance of the 5th Year Study Report, the Community shall present to MGM a written offer setting forth the amount proposed to be the Year Five Net Adverse Impact Amount and the reasons supporting such offer (the "Community's Year Five Offer"). Within fifteen (15) days of receipt of that offer, MGM shall either (i) accept the Community's Year Five Offer as the Year Five Net Adverse Impact Amount, in which case such offer shall become the Year Five Net Adverse Impact Amount or (ii) present a written counter

offer proposed to be the Year Five Net Adverse Impact Amount and the reasons supporting such offer ("MGM's Year Five Counter Offer"). Upon receipt of MGM's Year Five Counter Offer, the Community will have fifteen (15) days within which to accept or reject it. If the Community accepts MGM's Year Five Counter Offer, such counter offer shall become the Year Five Net Adverse Impact Amount. If the Community rejects MGM's Year Five Counter Offer, the Parties shall follow the arbitration procedure set forth in subsection 6(c) below.

(c) Arbitration of Net Adverse Impact Amounts. The Parties agree that to the extent that they are not able to agree upon the Year One Net Adverse Impact Amount or the Year Five Net Adverse Impact Amount (collectively, the "Net Adverse Impact Amounts"), the Net Adverse Impact Amounts shall be determined by an arbitration hearing held in Hampden County, Massachusetts within thirty (30) days of the rejection of MGM's Year One Counter Offer or MGM's Year Five Counter Offer, as the case may be, and shall be conducted by a three person panel (unless the Parties agree on the identity of a single arbitrator), with each Party choosing one member of the arbitration panel, and each of those selections agreeing on the third member. The arbitration panel shall only consider, as applicable: the Initial Study, the 1st Year Study Report, the 1st Year Study Comments, the 5th Year Study Report, the 5th Year Study Comments, the Community's Year One Offer, MGM's Year One Counter Offer, the Community's Year Five Offer and MGM's Year Five Counter Offer, which shall constitute the exclusive arbitration record. With respect to the Year One Net Adverse Impact Amount, the arbitration panel shall select either the Community's Year One Offer or MGM's Year One Counter Offer. With respect to the Year Five Net Adverse Impact Amount, the arbitration panel shall select either the Community's Year Five Offer or MGM's Year Five Counter Offer. The arbitration shall be subject to the rules of the American Arbitration Association. Each Party shall bear its own costs of the arbitration. The Parties agree that the decision of the arbitration panel, which shall be rendered within thirty (30) days of the date of the arbitration hearing, shall be final, binding and non-appealable.

7. Payment of Net Adverse Impact Amounts.

(a) Priority of Reimbursement Obligations. The Parties hereby agree that the Community shall look exclusively to the Annual Mitigation Payment for satisfaction of the first Seventy Five Thousand Dollars (\$75,000.00) of the Net Adverse Impact Amounts. The Parties further agree that the Community shall next exercise good faith efforts to secure state funding for any remaining Net Adverse Impact Amounts through the funds established by M.G.L. c. 23k, §§ 58-64, as applicable (the "State Mitigation Funds"). To the extent that any Net Adverse Impact Amounts remain unfunded after application of the Annual Mitigation Payment and any funding received from the State Mitigation Funds, MGM agrees to pay the balance to the Community as set forth below. To the extent that the Community receives funding from one of the State Mitigation Funds after MGM has paid any Net Adverse Impact Amount beyond the Annual Mitigation Payment, MGM shall be entitled to a credit toward any future Net Adverse Impact Amount payment obligations in excess of its Annual Mitigation Payment obligation.

(b) Payment of Year One Net Adverse Impact Amount. MGM shall pay the unfunded Year One Net Adverse Impact Amount, if any, in excess of the Annual Mitigation Payment and any funding the Community has received from the State Mitigation Funds and/or any Other Mitigation Funding (as defined in Exhibit A), within thirty (30) days of the determination of said amount pursuant to Section 6 above and, to the extent that such amount is deemed to be an annual obligation, shall continue to make such payment annually thereafter until the determination of the Year Five Net Adverse Impact Amount. The Parties further acknowledge that if the 1st Year Look Back Study demonstrates a net positive impact, or the Year One Net Adverse Impact Amount is determined to be less than the Annual Mitigation Payment plus any funding the Community has received from the State Mitigation Funds and/or any Other Mitigation Funding, MGM shall have no further monetary obligations to the Community beyond the Annual Payments during the period up to the determination of the Year Five Net Adverse Impact Amount.

(c) Payment of Year Five Net Adverse Impact Amount. MGM shall pay the unfunded Year Five Net Adverse Impact Amount, if any, in excess of the Annual Mitigation Payment and any funding the Community has received from the State Mitigation Funds and/or any Other Mitigation Funding, within thirty (30) days of the determination of said amount pursuant to Section 6 above and, to the extent that such amount is deemed to be an annual obligation, shall continue to make such payment annually thereafter through the remainder of the Term. The Parties, further acknowledge that if the 5th Year Look Back Study demonstrates a net positive impact, or the Year Five Net Adverse Impact Amount is determined to be less than the Annual Mitigation Payment plus any funding the Community has received from the State Mitigation Funds and/or any Other Mitigation Funding, MGM shall have no further monetary obligations to the Community beyond the Annual Payments.

8. Assignment. This Agreement may not be assigned or transferred by either Party without the prior written consent of the other Party; provided, however: (i) MGM may assign this Agreement to an acquirer of all, or substantially all, of its assets or equity interests; and (ii) MGM may assign this Agreement to any affiliate so long as such assignment does not relieve MGM of any obligation hereunder.

9. Term and Termination. This Agreement shall continue for the Term as defined above or until terminated by the mutual written agreement of all of the Parties. The Parties agree that their respective obligations and commitments hereunder are subject to such Party's compliance with the terms and conditions of this Agreement, and that in the event such Party materially breaches such obligations, the non-breaching Party shall have the right to terminate this Agreement. Upon written notice to the Community, MGM shall have the right to terminate (with or without cause) on the date on which (i) MGM provides notice to Community that it is no longer eligible to receive or continue to pursue a Gaming License; or (ii) following the approval of MGM for a Gaming License, such Gaming License is no longer effective. Such termination shall not relieve MGM of the obligation to reimburse the Community for any consultant fees incurred prior thereto or for any other payment obligations that have arisen prior thereto.

10. Entire and Final Agreement. This Agreement contains all of the terms, promises, conditions and representations, made or entered into by and among the Parties, supersedes all prior discussions, agreements and memos, whether written or oral between and among the Parties, and constitutes the entire understanding of the Parties and shall be subject to modification or change only in writing and signed by all Parties. Pursuant to 205 CMR 127.02, the Parties further waive and hereby relinquish the right to reopen this Agreement for any of the reasons set forth in subsections (1) through (3) thereof.

11. Compliance with Laws. The Parties shall perform all of their respective obligations under the Agreement in compliance with all applicable laws, ordinances, regulations, or codes. 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.

12. Remedies. In the event that either of the Parties seeks the enforcement of the terms of this Agreement or seeks damages for a breach of any obligations hereunder, it is specifically understood and agreed that any and all such claims shall be submitted to final and binding arbitration to take place in Hampden County, Massachusetts, pursuant to the rules of

the American Arbitration Association, and that the prevailing Party shall recover its costs and reasonable attorney's fees incurred in such arbitration proceeding. The Parties shall have the right to commence litigation or other legal actions or proceedings with respect to any claims solely relating to enforcement of the dispute resolution provisions of this Agreement, or enforcement of the decision and/or award in an arbitration under this Section.

13. Execution in Counterparts. This Agreement may be signed upon any number of counterparts with the same effect as if the signatures on all counterparts are upon the same instrument.

14. Severability; Captions. In the event that any clause or provision of this Agreement should be held to be void, voidable, illegal, or unenforceable, the remaining portions of this Agreement shall remain in full force and effect. Headings or captions in this Agreement are added as a matter of convenience only and in no way define, limit or otherwise affect the construction or interpretation of this Agreement.

15. Interpretation. This Agreement shall be given a fair and reasonable interpretation of the words contained in it without any weight being given to whether a provision was drafted by one Party or its counsel.

16. Authority. Each Party represents and warrants to the other Parties that it has full power and authority to make this Agreement and to perform its obligations hereunder and that the person signing this Agreement on its behalf has the authority to sign and to bind that Party.

ACKNOWLEDGED AND AGREED TO BY:

Community:

MGM:

[Ludlow, Massachusetts]

BLUE TARP reDEVELOPMENT, LLC

By: 
William E. Rooney

By: 

Its: Chairman, Board of Selectmen

Its: _____

Dated: December 3, 2013

Dated: 12/13/13

EXHIBIT "A"

A. Study Scope

The objection of the Initial Study, 1st Year Look Back Study, and 5th Year Look Back Study (the "Studies") shall be to assess the dollar value of any significant and adverse impact of the Project on a Surrounding Community, after offsetting for the dollar value of any positive impacts of the Project on such community. In determining such assessment the Studies shall consider the following:

1. Potential Areas of Adverse Impact
 - a. Net Substitution of Existing Commercial/Retail Activity
 - b. Traffic Improvement Needs Directly Related to Travel to and from the Project Site based upon traffic analysis conducted by, or at the direction of, the Pioneer Valley Planning Commission (PVPC), similar in scope and process as that being conducted by PVPC as of the date of this Agreement
 - c. Utility Infrastructure Needs Directly Related to the Project
 - d. Crime Rates and Public Safety
 - e. Residential Real Estate Values
 - f. Public Education
 - g. Public Health
 - h. Extraordinary Municipal Administrative Burdens

2. Potential Areas of Positive Impact and Mitigation
 - a. Increase in Commercial/Retail Activity
 - b. Tourism and Community Business Development
 - c. Local Vendor/Supplier Spending in the Community
 - d. Improved traffic and infrastructure directly attributable to MGM or MGM Tax Revenues Pursuant to M.G.L. c. 23k to the extent that such amounts are not in place of other state funding currently received by the Community as of the date of this Agreement;
 - e. Crime Rates and Public Safety
 - f. Residential Real Estate Values
 - g. Receipt of MGM Tax Revenues Pursuant to M.G.L. c. 23k or any other third party funding, whether private or public, state or federal, which otherwise offsets or mitigates or is available to mitigate the potential adverse impact to the extent that such amounts are not in place of other state funding currently received by the Community as of the date of this Agreement ("Other Mitigation Funding");
 - h. Employment of Residents

B. Content of Study Reports

Consistent with the Study Scope set forth above, the 1st Year Study Report and the 5th Year Study Report shall include, without limitation, the following:

1. Any significant and adverse impacts on the Community directly attributed to the Project and the estimated costs to the Community to mitigate such impact ("Estimated Mitigation Costs");
2. A determination of whether any Estimated Mitigation Costs are one-time costs or recurring costs and, if recurring costs, whether they are expected to increase or decrease over the Term;
3. Any positive impacts and benefits to the Community attributed to the Project and the estimated value to the Community ("Estimated Benefits"); and
4. A determination of whether any Estimated Benefits are one-time benefits or recurring benefits and, if recurring benefits, whether they are expected to increase or decrease over the Term.

C. Standard of Review for Adverse Impact

Consistent with 205 CMR 125.00, the Parties agree that the Community will not be deemed impacted under the Studies unless the Community is significantly and adversely impacted as a direct result of the Project.