

**THIRD AMENDMENT TO THE HOST COMMUNITY AGREEMENT BY
AND BETWEEN CITY OF SPRINGFIELD, MASSACHUSETTS AND
BLUE TARP
REDEVELOPMENT, LLC**

This Amendment dated August 25, 2017 is made to the Host Community Agreement By and Between City of Springfield, Massachusetts (the "City") and Blue Tarp reDevelopment, LLC (the "Developer" and collectively with the City, the "Parties"¹) as of May 14, 2013 as amended (collectively, the "Agreement").

WHEREAS, pursuant to the terms of the Agreement the Parties have agreed to the development of market rate housing;

WHEREAS, in furtherance of this obligation, the Developer has purchased property located at 195 State Street, Springfield, Massachusetts for this possible residential development and is also exploring additional properties;

WHEREAS, the City has signed a Memorandum of Understanding with a preferred developer with respect to the development of 3-7 Elm Street and 13-31 Elm Street, known as the Court Square Redevelopment (the "Elm Street Project") as a potential mixed used development which would have a residential component;

WHEREAS, negotiations are ongoing between the preferred developer and the City with respect to the Elm Street Project;

WHEREAS, the Parties agree that the Elm Street Project would be a preferred alternative to the current residential obligation in the Agreement;

WHEREAS, the City has requested a grant of funds from the Developer which may be used for the Elm Street Project should it go forward;

WHEREAS, the City and the Developer have determined that, while the negotiations are ongoing between the City and the preferred developer, the obligation to construct the market rate housing should be postponed so that the City and the Developer can come to an agreement as to the location of the market rate housing;

WHEREAS, the City and Developer acknowledge that upon completion of the negotiations between the City and the preferred developer, the City and Developer will need to amend the Agreement to reflect the new arrangement for the Elm Street Project;

WHEREAS, the Parties wish to amend the Agreement as further provided below; and

NOW THEREFORE, for good and valuable consideration the Agreement is hereby amended as follows:

(1) The Residential paragraph in **Exhibit G** shall be amended and replaced in its entirety as follows:

¹ MGM Springfield reDevelopment, LLC executed a Joinder to the Agreement.

Residential	No less than 54 newly developed market rate higher end upscale urban apartment units owned, operated and/or branded by Developer in pedestrian scaled buildings within one-half (1/2) mile of the boundaries of the Project Site, all of which units are to be available for occupancy within 18 months after the Operations Commencement Date.
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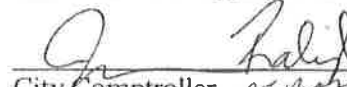
All other terms and provisions of the Agreement shall continue to have full force and effect.

CITY OF SPRINGFIELD, MASSACHUSETTS,
a municipal corporation

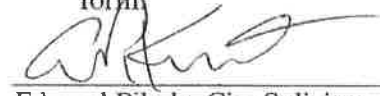
Approved:


 Chief Development Officer
 Date Signed: 8/21/17

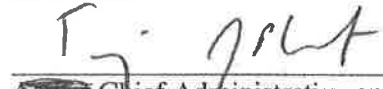
W Approved as to appropriation: ^{N/A}


 City Comptroller
 Date Signed: 8/21/17


Approved as to
form


 Edward Pikula, City Solicitor
 Date Signed: 8/24/17

Reviewed:


 Chief Administrative and
 Financial Officer
 Date Signed: 8/25/17

APPROVED:


 DOMENIC J. SARNO, MAYOR
 Date Signed: 8/25/17

BLUE TARP reDEVELOPMENT, LLC, a Massachusetts limited liability company,




MICHAEL MATHIS, President and Chief Operating Officer

Dated Signed: 7/6/17



MGM SPRINGFIELD reDEVELOPMENT, LLC, a Massachusetts limited liability company,



MICHAEL MATHIS, Authorized Signatory

Dated Signed: 7/6/17

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