

## **SUMMARY OF PROPOSED DEVELOPMENT AGREEMENT**

### **Town of East Windsor/MMCT Venture, LLC**

Below is the principal terms of the Development Agreement ("Agreement") between MMCT Venture, LLC ("MMCT") and the Town of East Windsor (the "Town").

#### **I. Description of Casino Facility.**

Construction of an approximately 200,000 square foot commercial casino gaming facility, including: (i) approximately 100,000 square feet of gaming floor; (ii) approximately 100,000 square feet of food and beverage, retail, entertainment, and back of house space; (iii) approximately 2,000 slot and video gaming machines; (iv) approximately 50 to 150 table games; (v) related security and customer service facilities; and (vi) related infrastructure and parking (approximately 3,000 spaces).

#### **II. Summary of Economic Terms.**

Type of Payment	Amount	Timing/Use
1. Single Upfront Payment	\$3,000,000	Not later than 15 months prior to the opening of the Casino Facility.
2. Annual Payments	\$3,000,000	First payment made 15 days after Casino Facility receives final certificate of occupancy and each anniversary thereafter as long as Casino Facility is open and Agreement still effective.
- If Casino Facility closes in first 10 years there are notice requirements to the Town. If notice requirements are not satisfied, an additional payment is required to be made by MMCT to Town after the Casino Facility closes		
3. Annual Real and Personal Property Taxes	Real and Personal Property Taxes based on application mill rate against Assessed Value	<u>Assessed Value Determination:</u> Until Casino Facility opens, assessed value of Casino Facility will be determined by generally applicable Town tax assessment process. For the first 5 years that Casino Facility is open, real and personal property taxes will be based on an agreed upon aggregate fixed assessed value of \$171,179,528.94. During 5-year fixed assessment period, fixed assessed value will be adjusted if additional Special Districts are created that are taxing the Casino Facility. After end of 5-year fixed assessment period, assessed value of Casino Facility will be determined by generally applicable Town tax assessment process.
4. Reimbursement of Costs	\$150,000	Town will be reimbursed for third-party costs and expenses incurred prior to the CO for the Casino Facility relating to negotiation of Agreement, work relating to legislation affecting the Casino Facility and the Town's land use approval process.

### III. Summary of Non-Economic Terms

<b>A. Employment.</b>	
<i>Construction Jobs</i>	MMCT anticipates approximately 1,700 construction jobs at the Project.
<i>Permanent Jobs</i>	MMCT anticipates approximately 1,700 Casino Facility operating jobs; approximately 75% anticipated to be full time.
<i>Employment of Town Residents</i>	<p>MMCT will hold at least 2 job fair events in Town to provide information regarding MMCT's employment needs for the Casino Facility and to encourage local applications.</p> <p>After opening, MMCT will use reasonable efforts to achieve a workforce of no fewer than 4% Town residents and no fewer than 15% to be residents from inside a 25 mile radius around the Casino Facility.</p>
<b>B. Business Utilization.</b>	
<i>Use of local businesses</i>	MMCT will locally publicize information about its procurement process and its anticipated needs for goods and services in connection with the Casino Facility and will use reasonable efforts to procure from local businesses at least \$1,000,000 of goods and services per year in connection with the Casino Facility.
<b>C. Other Obligations.</b>	
<i>Indemnification</i>	MMCT will indemnify the Town and each of its officers, agents and employees ( the "Indemnitees") from and against any claim (administrative or judicial), charge, dispute, petition or litigation threatened or filed against the Indemnitees out of or related to the Town's negotiation and approval of this Agreement (including, but not limited to, petitions by a member of the public or others with standing), the Town's permitting process and approvals related to the Casino Facility or the development for the Casino Facility, the Town's entering into the Agreement, and the passage by the State General Assembly of the legislation legalizing commercial casino gaming on the site. MMCT's obligation to indemnify shall not exceed the aggregate of \$300,000. Indemnification amounts paid in excess of \$225,000 will reduce the amount of the next Upfront Payment or Annual Payment, as the case may be, by such excess amount.
<i>Term</i>	Agreement shall continue until permanent closure of the Casino Facility unless sooner terminated as provided in Agreement. Certain provisions of Agreement will survive termination of Agreement.
<i>Failure of Approvals</i>	If legislation legalizing commercial casino gaming on the site is not authorized or Company declines option to purchase the site, MMCT has right to terminate the Agreement. Reimbursement of Town costs and any Town indemnification expenses incurred prior to termination will be paid in accordance with the Agreement.
<i>Expansion of Gaming Floor</i>	In the event MMCT more than doubles the square footage, as constituted at Opening, used for commercial casino gaming at the Casino Facility, MMCT and the Town agree to assess whether any additional community impacts are created by such gaming floor expansion. If any such additional impacts are found, MMCT and Town agree to review the Annual Payment owed under the Agreement and to negotiate in good faith the additional payments, if any, necessary to mitigate any such additional impacts.

*This document summarizes the principal terms of the Agreement. The summary is qualified in its entirety by the actual Agreement.*