

## Amendment to Intergovernmental Agreement

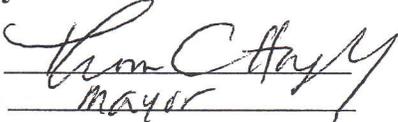
1. That certain Intergovernmental Agreement (the "IGA") by and between the Mashpee Wampanoag Tribe ("Tribe") and the City of Taunton (the "City") dated May 17, 2012, is hereby amended by deleting the first sentence of Section 3 thereof and substituting the following sentence:

**The Tribe shall not conduct any Gaming in the City on land other than the Subject Property unless the Tribe has first entered into a further written binding agreement with the City for the mitigation of impacts related to that Gaming.**

2. This Amendment to Intergovernmental Agreement (this "Amendment") and the IGA, as amended by Section 1 hereof, shall be subject to all provisions in the IGA relating to limited waivers of sovereign immunity and dispute resolution, including, but not limited to Section 20.I and Section 20.N of the IGA, all of which provisions are hereby incorporated by reference herein, and shall have the same force and effect as though set forth at length herein. The Tribe further acknowledges and agrees that in accordance with the terms of the IGA, the Tribe's waiver of sovereign immunity includes a waiver with respect to injunctive relief against the Tribe.
3. The parties agree that, should the parties enter into a further written binding agreement (as contemplated in section 1 hereof), in no event shall such further agreement result in a reduction of the Guaranteed Amount or the Percentage Amount, as defined in section 1 of the IGA.
4. This Amendment shall become effective as of the earliest date on which each of the following has occurred: (a) the Tribe's tribal council has approved this Amendment and by resolution expressly consented to the waiver of sovereign immunity contained in Section 2 hereof, (b) the municipal council of the City has approved this Amendment, and (c) a legal opinion relating to this Amendment has been delivered to the Tribe by legal counsel for the City and a legal opinion has been delivered to the City by legal counsel for the Tribe, each in form and substance reasonably acceptable to each recipient, which opinions shall address the authorization, execution and delivery of this Amendment, and in the case of the opinion of counsel for the Tribe, the Tribe's waiver of sovereign immunity.

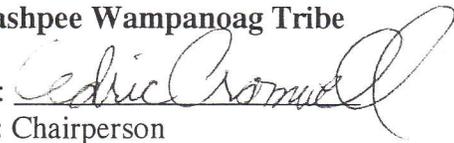
Dated: March 28, 2013

**City of Taunton**

By: 

Its: Mayor

**Mashpee Wampanoag Tribe**

By: 

Its: Chairperson