

AGREEMENT

This Agreement is made and entered into this 13th day of March 2012 by and between the City of Taunton ("Taunton"), a municipal corporation of the Commonwealth of Massachusetts, whose address is 141 Oak Street, Taunton, Massachusetts 02780, and the Mashpee Wampanoag Tribe ("Tribe"), a federally recognized Indian Tribe, whose address is 483 Great Neck Road South, Mashpee, Massachusetts 02649, (collectively referred to as the "Parties").

WHEREAS, the Massachusetts General Court passed, and the Governor approved, Chapter 194 of the Acts of 2011 entitled *An Act Establishing Expanded Gaming in the Commonwealth* (the "Act"); and

WHEREAS, pursuant to Section 91 of the Act, the Tribe has purchased, or entered into an agreement to purchase, one or more parcels of land in Taunton for the purpose of developing a tribal gaming development, which is expected to include a destination resort casino, hotel and other amenities (the "Project"); and

WHEREAS, pursuant to Section 91 of the Act, the Tribe shall request, or already has requested, from Taunton an election of the citizenry of Taunton for approval of the Tribe's proposed gaming establishment; and

WHEREAS, the Parties agree that the Project will substantially impact Taunton and that the Parties expect to negotiate and sign an intergovernmental agreement between them prior to the aforementioned election taking place; and

WHEREAS, the Parties agree that in determining the impact upon Taunton, in negotiating the intergovernmental agreement, and in holding a special election, Taunton will incur substantial costs and that the Tribe desires to reimburse Taunton for such costs in accordance with the terms hereof.

NOW THEREFORE, Taunton and the Tribe, in consideration of the mutual promises and obligations of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, do hereby covenant and agree as follows:

1. On or before March 23, 2012, the Tribe shall pay to Taunton the sum of Forty Thousand Dollars (\$40,000.00) for the purpose of reimbursing Taunton for the costs of holding a special election.

2. On or before March 23, 2012, the Tribe shall pay to Taunton the sum of Three Hundred Thousand Dollars (\$300,000.00) for the purpose of reimbursing Taunton for the costs of determining the impact of the project and negotiating an intergovernmental agreement, including, without limitation, the costs of outside consultants, outside legal counsel, and other such similar costs. ✓
3. Taunton shall, upon request of the Tribe, from time to time provide copies of invoices and statements from its outside consultants and legal advisors so as to substantiate the legitimate costs Taunton has incurred or will incur.
4. If Taunton determines at any time that the costs specified in Sections 1 and 2 are likely to exceed \$40,000 (as to Section 1) or \$300,000 (as to Section 2), it will notify the Tribe and thereafter the Parties will meet and agree to reimbursement for reasonable additional costs.
5. If the Tribe determines at any time that the Project is not proceeding for any reason, it shall provide written notice to the Mayor and the City Solicitor of Taunton that the Project is not proceeding. The Tribe will have no obligation to pay any costs referred to in Sections 1 or 2 hereof incurred subsequent to the date such notice is delivered to Taunton unless such costs are directly related to such termination. If any balance remains in either account specified by Sections 1 and 2 after all of such remaining costs are paid, such balance shall be returned to the Tribe.

6. Consistent with federal law, the Tribe has adopted a Tribal Ordinance that discloses the right of the Tribe to assert sovereign immunity as a defense in an action brought against the Tribe. Consistent with federal law, and on or before March 23, 2012, the Tribe shall execute a Tribal Council Resolution of Limited Waiver of Sovereign Immunity exclusively in favor of Taunton, as to disputes arising under this Agreement, in a form substantially similar to Exhibit A, attached hereto.

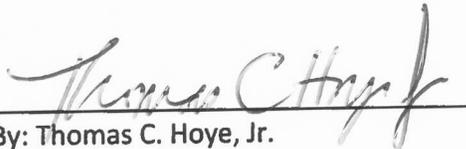
7. The Parties agree that the laws of the Commonwealth of Massachusetts shall govern the validity and enforceability of this Agreement and disputes arising hereunder. The Parties further agree that any disputes arising hereunder shall be filed in the Bristol County Superior Court (and state appellate courts thereafter, if necessary) and both Parties hereby submit themselves to the jurisdiction of said court(s).

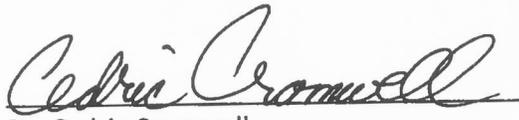
8. This Agreement shall be modified or amended only by a subsequent instrument in writing and signed by both Taunton and the Tribe.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement to be effective as of the date first above written.

City of Taunton:

Mashpee Wampanoag Tribe:


By: Thomas C. Hoye, Jr.
Its Mayor


By: Cedric Cromwell
Its Chairman

Approved as to Form and Character:

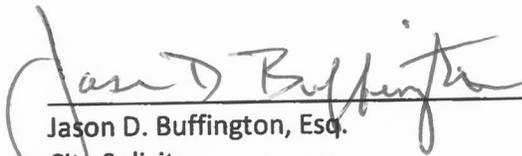

Jason D. Buffington, Esq.
City Solicitor

EXHIBIT A

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CITY OF TAUNTON, MA WITH A LIMITED WAIVER OF SOVEREIGN IMMUNITY

WHEREAS, Article VI, Section 2(D), of the Constitution of the Mashpee Wampanoag Tribe authorizes the Tribal Council to execute contracts and agreements on behalf of the Tribe, and

WHEREAS, Article VI, Section 2(N), of the Constitution further authorizes the Tribal Council to waive the sovereign immunity of the Tribe, and

WHEREAS, the Tribal Council has reviewed the Agreement ("Agreement") between the Tribe and the City of Taunton, Massachusetts ("City"), and

WHEREAS, the Tribal Council, having considered the matter in accordance with the custom and traditions of the Tribe hereby agrees that the approval and execution of the Agreement with the City is in the best interest of the Tribe in order to move forward to conduct gaming within the City, and

WHEREAS, the Tribe recognizes its need to exercise its sovereign right to provide a limited waiver of sovereign immunity exclusively in favor of the City with regard to disputes arising under or in connection with the Agreement with the City, and to consent to the jurisdiction of the Bristol County Superior Court, as provided for in the Agreement.

NOW, THEREFORE BE IT RESOLVED, the Tribal Council approves the Agreement with the City and

BE IT FURTHER RESOLVED, the Tribal Council authorizes the Chairperson to execute the Agreement with the City, and

BE IT FURTHER RESOLVED, the Tribal Council hereby waives the sovereign immunity of the Tribe exclusively in favor of the City and limited to disputes arising under, or in connection with, the Agreement, and consents to the jurisdiction of the Bristol County Superior Court, as provided in the Agreement, and

BE IT FINALLY RESOLVED, that any amendments to the Agreement shall be brought back to the Tribal Council for consideration and approval.

Effective immediately from this date of passage.



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TRIBAL COUNCIL RESOLUTION

2012-RES-023

APPROVING AGREEMENT TO REIMBURSE CITY OF TAUNTON FOR CERTAIN COSTS

WHEREAS, This is a meeting of the Tribal Council, the governing body of the Mashpee Wampanoag Tribe (the "Tribe") that is open to tribal members, spouses and invited guests of the Tribal Council in accordance with Section 4(b) of 2009-ORD-007 (the "Meeting Ordinance"); and

WHEREAS, This meeting (this "Fourth Continuation") is a continuation of a regular meeting of the Tribal Council, duly called, convened and held on February 8, 2012 (the "Initial Meeting"), that was duly continued to February 17, 2012 (the "First Continuation"), that thereafter was continued to February 22, 2012 (the "Second Continuation"), that thereafter was continued to March 5, 2012 (the "Third Continuation");

WHEREAS, A quorum was physically present and acting throughout each of the Initial Meeting, the First Continuation, the Second Continuation and the Third Continuation in compliance with the Tribe's Constitution and By-Laws approved by the members of the Tribe on June 26, 2004, and certified by the members of the Tribal Council of the Tribe on June 28, 2004 (the "Constitution") and the Meeting Ordinance; and

WHEREAS, The time, date and location of the First Continuation was publicly announced at the Initial Meeting; the time, date and location of the Second Continuation was publicly announced at the First Continuation, the time, date and location of this Third Continuation was publicly announced at the Second Continuation, and the time, date and location of the Fourth Continuation was publicly announced at the Third Continuation; and

WHEREAS, Pursuant to Article VI, Section 2 of the Constitution, the Tribal Council is empowered to exercise certain powers, including the power to promote and



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protect the economic security and general welfare of the Tribe and its members, and the power to negotiate and enter into contracts with other governments and with private persons and corporate entities; and

WHEREAS, On November 22, 2011, the Governor of the Commonwealth of Massachusetts signed into law an "Act Establishing Expanded Gaming in the Commonwealth," Mass. Session Laws ch. 194, §§ 1-115 (2011) (the "State Gaming Act"), with Section 91 thereof authorizing the Governor to negotiate a compact (the "Gaming Compact") with a federally recognized Indian tribe to permit the tribe to conduct gaming in an area within the southeast portion of the Commonwealth of Massachusetts; and

WHEREAS, Pursuant to Section 91 of the State Gaming Act, before a Gaming Compact is authorized to be negotiated by the State, the Tribe must enter into an agreement to purchase land for gaming and a vote must be scheduled in the host communities for approval of the proposed tribal gaming development (the "Vote"); and

WHEREAS, Pursuant to Article VI, Section 2(g) of the Constitution, the Tribal Council is empowered to purchase, take by gift or bequest, or otherwise own, hold, manage and operate land and other assets of the Tribe; and

WHEREAS, The Tribe has entered into an agreement (option) to purchase land (the "Site") located in the City of Taunton, Massachusetts (the "City"), and has requested the City to conduct the Vote; and

WHEREAS, There has been presented or made available to this Tribal Council in connection with this Fourth Continuation a form of agreement (the "Reimbursement Agreement") under which the Tribe would agree to reimburse the City for certain costs associated with the Vote and the review of potential impacts on the City of tribal gaming development at the Site or at certain other locations within the City's boundaries; and

NOW, THEREFORE, BE IT RESOLVED BY THE TRIBAL COUNCIL:

Section 1. Findings. The Tribal Council hereby determines and finds that (a) the Tribal Council is the governing body of the Tribe, with all requisite power and authority to adopt this Resolution, (b) adoption of this Resolution is in the best interest of the Tribe and the members of the Tribe; (c) the matters stated in the "Whereas" clauses of this Resolution are true and correct; and (d) the Reimbursement Agreement will relate to a "Commercial Transaction" within the meaning of 2009-ORD-008 (Commercial Transactions Ordinance).



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Section 2. Approval of Reimbursement Agreement. The members of the Tribal Council hereby acknowledge and agree that form of the Reimbursement Agreement has been presented or made available to the members, and the form, substance and terms of all provisions in the form of the Reimbursement Agreement so presented are hereby approved, together with such modifications, additions or other provisions as an Authorized Representative (as defined below) approves pursuant to Section 3 hereof.

Section 3. Authorization of Tribal Representative. The Chairperson of the Tribe, and if such person shall be unavailable, such other person permitted by the law of the Tribe to act in such person's stead (each, an "Authorized Representative"), shall have all requisite authority and power for and on behalf of the Tribe to execute and deliver the Reimbursement Agreement, in the form presented or made available to members of the Tribal Council, or in any other form, with such terms, modifications, additions or other provisions as the Authorized Representative may approve (that approval to be conclusively demonstrated by an Authorized Representative's execution thereof) and to deliver the same to the owners of the Maggiore Property (or their representatives). Each Authorized Representative and other officers of the Tribal Council are further authorized and directed to enter into all agreements and to take such further and additional action as such person reasonably determines to be necessary or appropriate and in the interest of the Tribe to complete the transactions contemplated in this Resolution.

Section 4. Determination. The Tribal Council hereby determines that no law, ordinances, rules, regulations, resolutions or other actions of the Tribal Council or any of the agencies or instrumentalities of the Tribe, either written or established by custom or tradition: (a) prohibit the members of the Tribal Council from taking the actions herein set forth, or the consummation of the transactions contemplated therein; and (b) create any obligation of the Tribal Council to submit these matters for approval of or consent from any officer, body, agency or instrumentality of the Tribe, or any vote by members of the Tribe, except for such approvals and consents that have already been obtained and are in full force and effect.

Section 6. Waiver of Sovereign Immunity. The Tribal Council hereby waives the sovereign immunity of the Tribe exclusively in favor of the City and limited to disputes arising under, or in connection with, the Reimbursement Agreement, and consents to the jurisdiction of the Bristol County Superior Court, as provided in the Reimbursement Agreement.



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Section 5. Miscellaneous. Any provision of this Resolution or the application of any provision of this Resolution is held to be invalid, the remainder of this Resolution shall not be affected with respect to the same. This Resolution and the actions taken hereby shall become effective as of the date and time of its passage and approval by a majority of a quorum of the Tribal Council in physical attendance at this Fourth Continuation.

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CERTIFICATION

We, the undersigned duly elected Chairperson and Secretary of the Tribal Council do hereby certify that the above Resolution was duly adopted by the Mashpee Wampanoag Tribal Council, which is composed of 13 members, of whom 10 constituting a quorum, were physically present at a continued meeting thereof, duly held on March 12, 2012, and that the foregoing Resolution was duly adopted by the affirmative vote of 9 members, with 0 opposing, and with 0 not voting, and that said Resolution has not been rescinded or amended in any way.

Dated this 12th day of March, 2012


Cedric Cromwell, Chairperson and President
Mashpee Wampanoag Tribal Council

ATTEST:


Marie A. Stone, Secretary, Notary Public
Mashpee Wampanoag Tribal Council

