

FOURTH AMENDMENT TO CREDIT AGREEMENT

This FOURTH AMENDMENT TO CREDIT AGREEMENT (this “Amendment”), dated as of December 20, 2024, and effective as of the Amendment Effective Date (as hereinafter defined), is made and entered into by and among the MOHEGAN TRIBAL GAMING AUTHORITY (the “Borrower”), a governmental instrumentality of the Mohegan Tribe of Indians of Connecticut (the “Tribe”), each of the Revolving Lenders party hereto (the “Fourth Amendment Consenting Lenders”), and CITIZENS BANK, N.A., as administrative agent (together with its successors and assigns in such capacity, the “Administrative Agent”) under the Existing Credit Agreement referred to below.

RECITALS:

WHEREAS, reference is hereby made to that certain Credit Agreement, dated as of January 26, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Existing Credit Agreement”, and the Existing Credit Agreement as amended or modified by this Amendment and as it may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Amended Credit Agreement”), by and among the Tribe, the Borrower, the banks, financial institutions and other entities from time to time party thereto as lenders (collectively, the “Lenders”), the Administrative Agent, and the other parties party thereto;

WHEREAS, the Borrower has requested that the Fourth Amendment Consenting Lenders agree to amend certain provisions of the Existing Credit Agreement subject to, and in accordance with, the terms and conditions set forth herein; and

WHEREAS, the Borrower, the Fourth Amendment Consenting Lenders, and the Administrative Agent are willing, on the terms and subject to the conditions set forth below, to enter into this Amendment and to consent to the amendments to the Existing Credit Agreement described herein.

NOW, THEREFORE, in consideration of the premises and agreements, provisions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1 Definitions. Except as otherwise expressly provided herein, capitalized terms used in this Amendment (including in the Recitals and the introductory paragraph above) shall have the meanings given in the Amended Credit Agreement, and the rules of construction set forth in the Amended Credit Agreement shall apply to this Amendment.

ARTICLE II

AMENDMENTS TO CREDIT AGREEMENT

SECTION 2.1 Amendments to Existing Credit Agreement. Effective as of the Amendment Effective Date:

(a) Section 8.01(a) of the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

“(a) as soon as available, but in any event within ninety (90) days after the end of each Fiscal Year of the Borrower (commencing with the Fiscal Year ending September 30, 2021), a consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at the end of such Fiscal Year, and the related consolidated statements of income or operations, shareholders’ equity and cash flows for such Fiscal Year, setting forth in each case in comparative form the figures for the previous Fiscal Year, all in reasonable detail and prepared in accordance with GAAP, audited and accompanied by a report and opinion of an independent certified public accountant of nationally recognized standing, which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any qualification or exception as to the scope of such audit;”

ARTICLE III

REPRESENTATIONS AND WARRANTIES

SECTION 3.1 Representations and Warranties of the Borrower. The Borrower represents to the Administrative Agent and each Fourth Amendment Consenting Lender that, as of the Amendment Effective Date:

(a) The Borrower has all requisite power and authority to execute and deliver this Amendment and to perform its Obligations hereunder and under the Amended Credit Agreement;

(b) the execution, delivery and performance by the Borrower of this Amendment and the performance by the Borrower of the Amended Credit Agreement have been duly authorized by all necessary Tribal Council, Management Board and other action, and do not:

(i) require any consent or approval not heretofore obtained of any enrolled tribal member or Tribal Council member, Management Board member, security holder or creditor;

(ii) violate or conflict with any provision of the Constitution, charter, bylaws or other governing documents of the Tribe, the Borrower or its Restricted Subsidiaries;

(iii) result in or require the creation or imposition of any Lien (other than pursuant to the Security Documents) upon or with respect to any Authority Property now owned or leased or hereafter acquired;

(iv) violate any Law or Requirement of Law, including any Gaming Law, applicable to the Tribe, the Borrower or its Restricted Subsidiaries, except for such violations that could not reasonably be expected to have a Material Adverse Effect; or

(v) result in a breach of or default under, or would, with the giving of notice or the lapse of time or both, constitute a breach of or default under, or cause or permit the acceleration of any obligation owed under, any mortgage, indenture or loan or credit agreement or any other Contractual Obligation to which the Tribe, the Borrower or any of its Restricted Subsidiaries is a party or by which the Tribe, the Borrower, its Restricted Subsidiaries or any of their Property is bound or affected, except, in each case, to the extent that such breach, default or acceleration could not reasonably be expected to have a Material Adverse Effect;

(c) no authorization, consent, approval, order, license or permit from, or filing, registration or qualification with, any Governmental Authority or any other Person, in each case material to the operations of the Borrower and its Restricted Subsidiaries, is required to authorize or permit under applicable Laws the execution, delivery and performance by the Borrower of this Amendment or the performance by the Borrower of the Amended Credit Agreement, other than such as have been obtained on or prior to the date hereof; and the Borrower and its Restricted Subsidiaries are not in violation of any Requirement of Law, except to the extent that such violation could not reasonably be expected to have a Material Adverse Effect;

(d) this Amendment has been duly executed and delivered by the Borrower; this Amendment and the Amended Credit Agreement constitute the legal, valid and binding obligations of the Borrower and each of the other Loan Parties, enforceable against the Borrower and the other Loan Parties in accordance with their respective terms, as applicable; the waivers of sovereign immunity of the Borrower and its Restricted Subsidiaries contained in this Amendment and the Amended Credit Agreement are legal, valid, binding and irrevocable;

(e) after giving effect to this Amendment, no event has occurred and is continuing or will result from the execution and delivery of this Amendment or the performance by the Borrower and the other Loan Parties of their obligations hereunder or under the Amended Credit Agreement, as applicable, that would constitute a Default or an Event of Default;

(f) immediately before and immediately after giving effect to the transactions contemplated hereby, each of the representations and warranties made by the Tribe, the Borrower and each other Loan Party in or pursuant to the Loan Documents to which it is a party, as amended hereby, is true and correct in all material respects on and as of the

Amendment Effective Date as if made on and as of such date; provided, that, to the extent that such representations or warranties specifically refer to an earlier date, they are true and correct in all material respects as of such earlier date; provided, further, that, any representation or warranty that is qualified as to “materiality”, “Material Adverse Effect” or similar language is true and correct in all respects on such respective dates; and

(g) neither this Amendment, the Amended Credit Agreement nor the other Loan Documents, taken individually or as a whole, constitute “management contracts” or “management agreements” within the meaning of Section 12 of IGRA and related regulations, or deprive the Tribe and the Borrower of the sole proprietary interest and responsibility of the conduct of gaming activity at Mohegan Sun.

ARTICLE IV

CONDITIONS TO THE AMENDMENT EFFECTIVE DATE

This Amendment shall become effective on the date (the “Amendment Effective Date”) on which each of the following conditions is satisfied or waived:

SECTION 4.1 Execution of Counterparts. The Administrative Agent shall have received executed counterparts of this Amendment from the Borrower, the Administrative Agent and the Fourth Amendment Consenting Lenders (constituting the Required Lenders).

SECTION 4.2 No Default or Event of Default; Representations and Warranties.

(a) The representations and warranties set forth in Article III hereof shall be true and correct as of the Amendment Effective Date.

(b) No Default or Event of Default shall have occurred and be continuing after giving effect to this Amendment on the Amendment Effective Date.

SECTION 4.3 Officer’s Certificate. The Administrative Agent shall have received a certificate signed by a Responsible Officer of the Borrower in form and substance reasonably satisfactory to the Administrative Agent (which in any case shall certify that the conditions described in Sections 4.2(a) and 4.2(b) above have been satisfied).

SECTION 4.4 Amendment Fee. The Administrative Agent shall have received, for the ratable account of each Fourth Amendment Consenting Lender, a consent fee in the amount of 0.10% of such Fourth Amendment Consenting Lender’s Revolving Commitments.

ARTICLE V

VALIDITY OF OBLIGATIONS AND LIENS

SECTION 5.1 Validity of Loan Party Obligations. The Borrower, on behalf of itself and each other Loan Party, acknowledges and agrees that, both before and after giving effect to this Amendment, the Borrower and each other Loan Party is, jointly and severally, indebted to the Lenders and the other Secured Parties for the Obligations as amended by this Amendment and set

forth in the Amended Credit Agreement. The Borrower, on behalf of itself and each other Loan Party, hereby ratifies and reaffirms the validity, enforceability and binding nature of such Obligations both before and after giving effect to this Amendment.

SECTION 5.2 Validity of Liens and Loan Documents. The Borrower, on behalf of itself and each other Loan Party, hereby ratifies and reaffirms the validity and enforceability of the Liens and security interests granted to the Collateral Trustee for the benefit of the Secured Parties to secure all of the Obligations (as amended by this Amendment) by the Borrower and each other Loan Party pursuant to the Loan Documents to which any of the Borrower or such other Loan Party is a party and hereby confirms and agrees that notwithstanding the effectiveness of this Amendment, and except as expressly amended or modified by this Amendment, each such Loan Document is, and shall continue to be, in full force and effect and each is hereby ratified and confirmed in all respects.

ARTICLE VI

MISCELLANEOUS

SECTION 6.1 Amendment, Modification and Waiver. This Amendment may not be amended, modified or waived except in accordance with Section 12.01 of the Amended Credit Agreement.

SECTION 6.2 Entire Agreement. This Amendment, the Amended Credit Agreement and the other Loan Documents, constitute the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all other prior agreements and understandings, both written and verbal, among the parties or any of them with respect to the subject matter hereof.

SECTION 6.3 Governing Law; Arbitration Reference; Waiver of Right to Trial by Jury; Waiver of Sovereign Immunity; Consent to Jurisdiction; Lender Covenant; Gaming Law Limitations; Section 81 Compliance. The provisions of Section 12.17 (*Governing Law*), Section 12.18 (*Arbitration Reference*), Section 12.19 (*Waiver of Right to Trial by Jury*), Section 12.20 (*Waiver of Sovereign Immunity; Consent to Jurisdiction*), Section 12.21 (*Lender Covenant*), Section 12.22 (*Gaming Law Limitations*) and Section 12.23 (*Section 81 Compliance*) of the Existing Credit Agreement are incorporated herein by reference, *mutatis mutandis*.

SECTION 6.4 Severability. If any provision of this Amendment or the other Loan Documents is held to be illegal, invalid, void or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Amendment and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which come as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 6.5 Miscellaneous.

(a) This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the

same agreement. Counterparts delivered electronically (e.g., “pdf” by email) shall be deemed to be original counterparts for all purposes. The words “execution,” “signed,” “signature,” and words of like import in or related to this Amendment or any document to be signed in connection with this Amendment and the transactions contemplated hereby shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary Administrative Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by Administrative Agent pursuant to the procedures approved by it.

(b) Except as expressly amended or modified hereby, all of the provisions of the Existing Credit Agreement and the other Loan Documents shall remain in full force and effect except that each reference to the “Credit Agreement”, or words of like import in any Loan Document, shall mean and be a reference to the Amended Credit Agreement. This Amendment shall be deemed a “Loan Document” as defined in the Amended Credit Agreement.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Administrative Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents.

(d) The Fourth Amendment Consenting Lenders party hereto (constituting the Required Lenders) hereby instruct the Administrative Agent to deliver its executed signature page to this Amendment.

SECTION 6.6 Acknowledgments. Each Fourth Amendment Consenting Lender acknowledges and agrees that such Fourth Amendment Consenting Lender is automatically deemed to have consented to the terms herein by executing this Amendment. For purposes of determining compliance with the requirements and conditions precedent specified herein, the Administrative Agent and each Fourth Amendment Consenting Lender party hereto shall be deemed to have consented to, approved or accepted or to be satisfied with each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to the Administrative Agent or any such Fourth Amendment Consenting Lender, as applicable. The Administrative Agent shall promptly notify the Borrower and each Fourth Amendment Consenting Lender of the Amendment Effective Date.

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IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the day and year first above written, to be effective as of the Amendment Effective Date.

MOHEGAN TRIBAL GAMING AUTHORITY

By: 

Name: ~~Raymond Pineault~~

Title: ~~Chief Executive Officer~~

CITIZENS BANK, N.A.,
as Administrative Agent and a Fourth Amendment
Consenting Lender



By: _____

Name: David W. Stack

Title: Senior Vice President

**DEUTSCHE BANK AG NEW YORK
BRANCH,**
as a Fourth Amendment Consenting Lender

By: 
Name: Philip Tancorra
Title: Director

By: 
Name: Suzan Onal
Title: Vice President
suzan.onal@db.com
212-250-3174

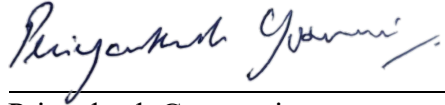
Fifth Third Bank, National Association,
as a Fourth Amendment Consenting Lender

By: *Frank Perez*

Name: Frank V. Perez

Title: Vice President

GOLDMAN SACHS BANK USA,
as a Fourth Amendment Consenting Lender

By: 
Name: Priyankush Goswami
Title: Authorized Signatory

KeyBank National Association,
as a Fourth Amendment Consenting Lender

By: John J DeLong
Name: John J. DeLong
Title: Vice President

Truist Bank,
as a Fourth Amendment Consenting Lender

By: *Amanda Parks*
Name: Amanda Parks
Title: SVP