CREDIT AGREEMENT
Dated as of April 24, 2025,

among

MOHEGAN TRIBAL GAMING AUTHORITY and
MS DIGITAL ENTERTAINMENT HOLDINGS, LLC,
as the Borrowers,

THE MOHEGAN TRIBE OF INDIANS OF CONNECTICUT,
as an additional party with respect to certain
representations, warranties and covenants,

CITIBANK, N.A.,
as Administrative Agent,

FIFTH THIRD BANK, NATIONAL ASSOCIATION,
as Swingline Lender,

The L/C Issuers Party Hereto

and

The Other Lenders Party Hereto,

CITIGROUP GLOBAL MARKETS INC.,
as Sole Bookrunner for the Initial Revolving Credit Facility,

CITIGROUP GLOBAL MARKETS INC.,
DEUTSCHE BANK AG NEW YORK BRANCH,
SUMITOMO MITSUI BANKING CORPORATION, BARCLAYS BANK PLC,
GOLDMAN SACHS BANK USA, FIFTH THIRD BANK, NATIONAL ASSOCIATION,
TRUIST BANK, KEYBANK NATIONAL ASSOCIATION, and **CITIZENS BANK, N.A.**
as Joint Lead Arrangers for the Initial Revolving Credit Facility,

DEUTSCHE BANK AG NEW YORK BRANCH,
SUMITOMO MITSUI BANKING CORPORATION, BARCLAYS BANK PLC,
as Co-Syndication Agents for the Initial Revolving Credit Facility

and

GOLDMAN SACHS BANK USA, FIFTH THIRD BANK, NATIONAL ASSOCIATION,
TRUIST BANK, KEYBANK NATIONAL ASSOCIATION, and **CITIZENS BANK, N.A.,**
as Co-Documentation Agents for the Initial Revolving Credit Facility

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CREDIT AGREEMENT

This CREDIT AGREEMENT is entered into as of April 24, 2025 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), among THE MOHEGAN TRIBE OF INDIANS OF CONNECTICUT, a federally recognized Indian Tribe and Native American sovereign nation (the "Tribe"), the MOHEGAN TRIBAL GAMING AUTHORITY, a governmental instrumentality of the Tribe (the "Parent Borrower"), MS DIGITAL ENTERTAINMENT HOLDINGS, LLC, a Delaware limited liability company (the "Digital Borrower" and, together with the Parent Borrower, the "Borrowers" and each a "Borrower"), each lender from time to time party hereto (collectively, the "Lenders" and individually, a "Lender"), each letter of credit issuer from time to time party hereto (collectively, the "L/C Issuers" and individually an "L/C Issuer"), CITIBANK, N.A., as Administrative Agent, and Fifth Third Bank, National Association, as Swingline Lender.

RECITALS

A. The Borrowers have requested that the Lenders provide a revolving credit facility to the Borrowers.

B. The Lenders are willing to provide such revolving credit facility upon the terms and subject to the conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS AND ACCOUNTING TERMS

1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

"AAA" has the meaning specified in Section 12.18(a).

"Account Control Agreement" means a control agreement among a Borrower or a Restricted Subsidiary, as applicable, the Collateral Trustee and the depositary or securities intermediary for each Operating Account, in a form reasonably acceptable to the Administrative Agent, the Collateral Trustee and the Borrower Representative and complying with the limitations in Section 12.22.

"Act" has the meaning specified in Section 12.24.

"Additional Lender" has the meaning specified in Section 2.15(b).

"Administrative Agent" means Citibank, in its capacity as administrative agent under any of the Loan Documents, together with its permitted successors and assigns in such capacity.

"Administrative Agent's Office" means the Administrative Agent's address and, as appropriate, account as set forth on Schedule 12.02, or such other address or account as the Administrative Agent may from time to time notify the Borrower Representative and the Lenders.

"Administrative Questionnaire" means an administrative questionnaire in a form supplied by the Administrative Agent.

"Affected Financial Institution" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affiliate" means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto. For the avoidance of doubt, each Governmental Component of the Tribe shall be deemed to be an Affiliate of the Tribe and of each other Governmental Component of the Tribe.

"Agent Parties" has the meaning specified in Section 12.02(b).

"Agent-Related Persons" means the Administrative Agent, the Collateral Trustee and the Arrangers, together with their respective Affiliates, and the officers, directors, employees, agents and attorneys-in-fact of such Persons and their Affiliates.

"Aggregate Revolving Commitments" means, at any time, the Revolving Commitments of all Revolving Lenders. As of the Closing Date, the Aggregate Revolving Commitments are in an amount equal to $250,000,000.

"Agreement" has the meaning specified in the introductory paragraph hereto.

"All-In Yield" means, as to any Indebtedness, the interest margin applicable thereto; provided that (a) original issue discount ("OID") or upfront or similar fees (which shall be deemed to constitute like amounts of OID) payable for the account of the holders of such Indebtedness in connection with (i) the primary syndication thereof and (ii) any amendment that extends the stated maturity thereof (and not, for the avoidance of doubt, in connection with any other amendment or waiver) shall be included (with OID, upfront and similar fees being equated to interest based on an assumed four-year life to maturity), (b) customary arrangement or commitment fees payable to any arrangers (or their affiliates) of such Indebtedness in their capacity as such and not paid to all relevant lenders generally shall be excluded, and (c) if such Indebtedness has an interest rate floor that is greater than any corresponding interest rate floor, respectively, for any Facility and such interest rate floor is applicable at the time such Indebtedness is incurred, the amount by which such interest rate floor for such Indebtedness exceeds the corresponding interest rate floor for such Facility shall be included in the calculation of All-In Yield for such Indebtedness.

"Allocation Plan" means the Mohegan Tribal Gaming Revenue Allocation Plan, last amended as of July 29, 2010, as such plan may be amended or succeeded from time to time, approved by the Bureau of Indian Affairs on July 29, 2010, relating to the application, distribution or use of revenues from class II gaming and class III gaming (as defined in IGRA).

"Applicable Rate" means:

(a) with respect to any Revolving Commitment, Revolving Loan and Letter of Credit Fee payable to Lenders under the Initial Revolving Credit Facility, the following rates per annum (expressed in basis points), based upon the Total Net Leverage Ratio as set forth below:

Applicable Rate

Pricing Level	Total Net Leverage Ratio	Unused Fee	SOFR Loans; Letters of Credit	Base Rate Loans
1	$\leq$ 2.50x	37.5	2.00%	1.00%
2	2.50x < x $\leq$ 3.00x	37.5	2.50%	1.50%
3	3.00x < x $\leq$ 3.50x	37.5	3.00%	2.00%
4	3.50x < x $\leq$ 4.00x	50.0	3.25%	2.25%
5	4.00x < x $\leq$ 4.50x	50.0	3.50%	2.50%
6	> 4.50x	50.0	3.75%	2.75%

(b) with respect to any Other Revolving Commitment and Other Revolving Loan, as set forth in the applicable Refinancing Amendment; and

(c) with respect to any Extended Revolving Commitment and Extended Revolving Loan, as set forth in the applicable Extension Amendment.

Any increase or decrease in the Applicable Rate resulting from a change in the Total Net Leverage Ratio shall become effective as of the first Business Day immediately following the date a Compliance Certificate is delivered pursuant to Section 8.02(b); provided, however, that (i) if a Compliance Certificate is not delivered when due in accordance with Section 8.02(b), then the highest Pricing Level shall apply as of the first Business Day after the date on which such Compliance Certificate was required to have been delivered and shall continue to apply until the first Business Day after the date such certificate is delivered and (ii) for the period beginning on the Closing Date and ending on the first date thereafter on which a Compliance Certificate is delivered pursuant to Section 8.02(b), Pricing Level 5 shall apply.

"Approved Fund" means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Arrangers" means, with respect to the Initial Revolving Credit Facility, Citigroup Global Markets Inc., Deutsche Bank AG New York Branch, Sumitomo Mitsui Banking Corporation, Barclays Bank PLC, Goldman Sachs Bank USA, Fifth Third Bank, National Association, Truist Bank, KeyBank National Association, and Citizens Bank, N.A. in their capacities as sole bookrunner, joint lead arrangers, co-syndication agents and co-documentation agents, as applicable, for the Initial Revolving Credit Facility.

"Assignee Group" means two or more Eligible Assignees that are Affiliates of one another or two or more Approved Funds managed by the same investment advisor.

"Assignment and Assumption" means an Assignment and Assumption substantially in the form of Exhibit E or any other form (including electronic documentation generated by use of an electronic platform) approved by the Administrative Agent.

"Attorney Costs" means and includes all reasonable fees, expenses and disbursements of any law firm or other external counsel.

"Attributable Indebtedness" means, on any date, (a) in respect of any Capital Lease of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP, and (b) in respect of any Synthetic Lease Obligation, the capitalized amount of the remaining lease payments under the relevant lease that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease were accounted for as a capital lease or finance lease; provided that, for purposes of this definition, Attributable Indebtedness shall not include obligations or liabilities of any Person under any lease, which obligations are not required to be classified and accounted for as capital lease obligations (under FASB ASC Topic 840) or a financing lease (under FASB ASC Topic 842) under GAAP.

"Audited Financial Statements" means the audited consolidated balance sheet of the Parent Borrower and its Subsidiaries for the Fiscal Year ended September 30, 2024, and the related consolidated statements of income or operations, shareholders' equity and cash flows for such Fiscal Year of the Parent Borrower and its Subsidiaries, including the notes thereto.

"Authority Property" means any and all now owned or hereafter acquired real, mixed and personal Property of the Parent Borrower and its Restricted Subsidiaries (whether or not otherwise designated as property of a Borrower or a Restricted Subsidiary). "Authority Property" in any event includes, without limitation, (a) Mohegan Sun, Pocono and all Statutory Online Gaming Assets (including all Statutory Online Gaming Licenses and all Material Digital Agreements) and (b) all gaming revenues of the Parent Borrower and all gaming and other revenues of its Restricted Subsidiaries, provided that neither (i) the Property of any Unrestricted Subsidiaries, nor (ii) the Pennsylvania Tax Revenues, shall be considered to be Authority Property.

"Authorizing Resolutions" means (a) as to the Tribe, Resolution No. 2025-27 of the Tribal Council dated Mach 27, 2025 and (b) as to the Parent Borrower, Resolution No. TGA 2025-05 of the Management Board dated Mach 27, 2025.

"Auto-Extension Letter of Credit" has the meaning specified in Section 2.03(b)(iii).

"Availability Period" means the period from and including the Closing Date to the earliest of (a) with respect to any Revolving Commitment, the Maturity Date for such Revolving Commitment, (b) the date of termination of the Aggregate Revolving Commitments pursuant to Section 2.06 and (c) the date of termination of the commitment of each Revolving Lender to make Revolving Loans and the obligation of the L/C Issuer to make L/C Credit Extensions pursuant to Section 10.03.

"Available Amount" shall mean, on any date, an amount not less than zero, equal to:

(a) $25,000,000; *plus*

(b) 50% of the Consolidated Net Income of the Parent Borrower for the period (taken as one accounting period) from January 1, 2025, to the end of the Parent Borrower's most recently ended fiscal quarter for which internal consolidated financial statements are available at such date (or, if such Consolidated Net Income for such period is a deficit, less 100% of such deficit), *minus* the aggregate amount of Investment Returns deducted in calculating the usage of an Investment basket pursuant to the definition of "Investment" to the extent such Investment Return was included in Consolidated Net Income for such period; *plus*

(c) the amount of Investment Returns not deducted in calculating the usage of an Investment basket pursuant to the definition of "Investment" and received by the Parent Borrower and its Restricted Subsidiaries from Persons other than Loan Parties and Restricted Subsidiaries after the Closing Date to the extent not included in Consolidated Net Income; *plus*

(d) upon the redesignation of a Subsidiary that was previously designated as an Unrestricted Subsidiary as a Restricted Subsidiary, the aggregate amount of any Investment in such Subsidiary that was made pursuant to Section 9.02 prior to such redesignation and is outstanding at the time of such redesignation; *minus*

(e) the aggregate amount of any (i) Investments made pursuant to Section 9.02(j)(i), (ii) Restricted Payments made pursuant to Section 9.06(f)(i)] and (iii) Junior Prepayments pursuant to Section 9.12(f)(x) (in each case, in reliance on the then-outstanding Available Amount) made since the Closing Date and on or prior to such date.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an Interest Period pursuant to this Agreement or (y) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark pursuant to this Agreement, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to Section 2.21(d).

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation" means, (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time that is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution

of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"Bankruptcy Code" means the Bankruptcy Reform Act of 1978, 11 U.S.C. §§ 101 et seq., as amended.

"Base Rate" means for any day a fluctuating rate per annum equal to the highest of (a) the Federal Funds Rate plus ½ of 1%, (b) the rate of interest in effect for such day as publicly announced from time to time by Citibank as its "prime rate" and (c) the Daily SOFR Rate on such day plus 1.00%. The "prime rate" is a rate set by Citibank based upon various factors including Citibank's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such rate announced by Citibank shall take effect at the opening of business on the day specified in the public announcement of such change. If the Administrative Agent shall have determined (which determination shall be conclusive absent clearly manifest error) that it is unable to ascertain the Federal Funds Rate or the Daily SOFR Rate for any reason, including the inability or failure of the Administrative Agent to obtain sufficient quotations in accordance with the terms of the definition of the term Federal Funds Rate, the Base Rate shall be determined without regard to clause (a) or clause (c), as applicable, of this definition until the circumstances giving rise to such inability no longer exist. Any change in the Base Rate due to a change in such "prime rate", the Federal Funds Rate or the Daily SOFR Rate, as applicable, shall be effective from and including the effective date of such change in such "prime rate", the Federal Funds Rate or the Daily SOFR Rate, as applicable, respectively.

"Base Rate Loan" means a Loan that bears interest based on the Base Rate.

"Base Rate Revolving Loan" means a Revolving Loan that is a Base Rate Loan.

"Benchmark" means, initially, with respect to any SOFR Loan, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.21(a). Any reference to "Benchmark" shall include, as applicable, the published component used in the calculation thereof.

"Benchmark Replacement" means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

(a) Daily Simple SOFR; or

(b) the sum of: (i) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower Representative giving due consideration to (x) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (y) any evolving or then-prevailing market convention for determining a benchmark rate and an adjustment as a replacement to the then-current Benchmark for Dollar-denominated

syndicated credit facilities at such time and (ii) the related Benchmark Replacement Adjustment;

provided that any such Benchmark Replacement shall be administratively feasible as determined by the Administrative Agent in its sole discretion; provided, further, that if the Benchmark Replacement as determined pursuant to clause (a) or clause (b) above would be less than the Floor for any Facility, such Benchmark Replacement for such Facility will be deemed to be the Floor for such Facility for the purposes of this Agreement and the other Loan Documents.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower Representative giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated credit facilities.

"Benchmark Replacement Date" means a date and time determined by the Administrative Agent, which date shall be no later than the earliest to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (a) or clause (b) of the definition of "Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(b) in the case of clause (c) of the definition of "Benchmark Transition Event," the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by or on behalf of the administrator of such Benchmark (or such component thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; provided that such non-representativeness will be determined be reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (a) or clause (b) above with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Unavailability Period" means the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.21 and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.21.

"Beneficial Ownership Certification" means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 C.F.R. §1010.230, as amended.

"Borrower" and "Borrowers" have the meaning specified in the introductory paragraph hereto.

"Borrower Materials" has the meaning specified in Section 8.02.

"Borrowing" means a Revolving Borrowing or a Swingline Borrowing, as the context may require.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the State of New York.

"Capital Expenditure" means any expenditure that is considered a capital expenditure under GAAP, including any amount that is required to be treated as an asset subject to a Capital Lease.

"Capital Lease" means, as to any Person, the obligations of such Person under a lease that are required to be classified and accounted for as capital lease obligations (under FASB ASC Topic 840) or a financing lease (under FASB ASC Topic 842) under GAAP and, for purposes of this definition, the amount of such obligations at any date shall be the capitalized amount of such obligations at such date, determined in accordance with GAAP.

"Capital Stock" means, with respect to any Person, any and all shares or other equivalents (however designated) of corporate stock, partnership interests, limited liability company membership interests, or any other participation, right, warrants, options or other interest in the nature of an equity interest or ownership interest in such Person, but excluding any debt security convertible or exchangeable into such equity interest or ownership interest. For the avoidance of doubt, the Tribe's ownership interest in the Parent Borrower and the Parent Borrower's, the Digital Borrower's and the Restricted Subsidiaries' ownership interest in the Digital Borrower and the other Restricted Subsidiaries shall be deemed to be Capital Stock.

"Cash Collateralize" means to pledge and deposit with or deliver to the Administrative Agent, for the benefit of one or more of the L/C Issuer or the Revolving Lenders, as collateral for L/C Obligations or obligations of the Lenders to fund participations in respect of L/C Obligations, cash or deposit account balances or, if the Administrative Agent and the L/C Issuer shall agree in their sole discretion, other credit support, in each case pursuant to documentation in form and substance satisfactory to the Administrative Agent and the L/C Issuer. "Cash Collateral" shall have a meaning correlative to the foregoing and shall include the proceeds of such cash collateral and other credit support.

"Cash Equivalents" means, for any Person: (a) direct obligations of the United States, or of any agency thereof, or obligations guaranteed as to principal and interest by the United States, or by any agency thereof or issued by FNMA, FHLMC or FFCB, in either case maturing not more than one year from the date of acquisition thereof by such Person; (b) time deposits, certificates of deposit or bankers' acceptances (including eurodollar deposits) issued by (i) any bank or trust company organized under the laws of the United States or any state thereof and having capital, surplus and undivided profits of at least $500,000,000 that is assigned at least a "B" rating by Thomson Financial Bank Watch or (ii) any Lender or bank holding company owning any Lender (in each case, at the time of acquisition); (c) commercial paper maturing not more than one year from the date of acquisition thereof by such Person and (i) issued by any Lender or bank holding company owning any Lender or (ii) rated at least "A-2" or the equivalent thereof by S&P or at least "P-2" or the equivalent thereof by Moody's, respectively, (in each case, at the time of

acquisition); (d) repurchase obligations with a term of not more than thirty (30) days for underlying securities of the types described in subsections (a) above or (e) below entered into with a bank meeting the qualifications described in subsection (b) above (in each case, at the time of acquisition); (e) securities with maturities of one year or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States, or by any political subdivision or taxing authority thereof or by any foreign government, and rated at least "A" by S&P or "A" by Moody's (in each case, at the time of acquisition); (f) securities with maturities of six months or less from the date of acquisition backed by standby letters of credit issued by any Lender or any commercial bank satisfying the requirements of subsection (b) above (in each case, at the time of acquisition); (g) money market mutual funds that invest primarily in the foregoing items (determined at the time such investment in such fund is made); (h) corporate notes issued by domestic corporations that are rated at least "A" by S&P or "A" by Moody's, in each case maturing within one year from the date of acquisition; or (i) auction rate securities including taxable municipals, taxable auction notes, and money market preferred; provided that the credit quality is consistent with subsection (h) of this definition.

"Cash Management Agreement" means any agreement to provide cash management services, including treasury, depository, overdraft, credit or debit card, electronic funds transfer and other cash management arrangements.

"Cash Management Bank" means (a) any Person that, at the time it enters into a Cash Management Agreement with a Loan Party, is a Lender, an Arranger, the Administrative Agent or an Affiliate of any of the foregoing, and (b) any Person that, on the Closing Date is a party to a Cash Management Agreement with a Loan Party, if such Person is a Lender on the Closing Date or becomes a Lender, an Arranger, the Administrative Agent or an Affiliate of any of the foregoing within thirty (30) days of the Closing Date, in each case, in its capacity as a party to such Cash Management Agreement.

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Change of Control" means that either (a) the Parent Borrower ceases to be a wholly-owned instrumentality of the Tribe, managed and controlled by the Tribe, or (b) (i) the Digital Borrower ceases to be a direct wholly owned and Controlled Subsidiary of the Parent Borrower or (ii) MS Digital Connecticut, LLC ceases to be a wholly owned and Controlled Subsidiary of the Digital Borrower, except in each case in this clause (b), for a Disposition to a Person that is not an Affiliate of the Tribe or the Borrowers permitted by Section 9.05(m).

"Citibank" means Citibank, N.A. and its successors.

"Claim" has the meaning specified in Section 12.18(a).

"Closing Date" shall mean April 24, 2025.

"CME" has the meaning specified in the definition of "Term SOFR Administrator".

"Code" means the Internal Revenue Code of 1986, as amended.

"Collateral" means, collectively, the Property pledged or purported to be pledged to the Collateral Trustee pursuant to the Security Documents and any additional Property pledged to the Collateral Trustee pursuant to Section 8.13 or Section 8.20. The Collateral shall not include any Protected Assets or any Excluded Assets (as defined in the Security Agreement).

"Collateral Trust Agreement" means that certain Collateral Trust Agreement, dated as of the Closing Date, by and among each Borrower, each other Loan Party from time to time party thereto, the Administrative Agent, the First Lien Notes Trustee, the Second Lien Notes Trustee, the Collateral Trustee, the Second Lien Collateral Trustee, and each other person that becomes a party thereto pursuant to the terms thereof, as amended, amended and restated, supplemented or otherwise modified from time to time.

"Collateral Trustee" means Citibank, in its capacity as Priority Lien Collateral Trustee (as defined in the Collateral Trust Agreement) under the Collateral Trust Agreement for the benefit of the Secured Parties and the other Priority Lien Secured Parties (as defined in the Collateral Trust Agreement), together with its permitted successors and assigns in such capacity.

"Commission" means the National Indian Gaming Commission.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"Compact" means the tribal-state Compact entered into between the Tribe and the State of Connecticut pursuant to IGRA, dated May 17, 1994, together with that certain Memorandum of Understanding dated May 17, 1994, as such may be amended.

"Compensation Period" has the meaning specified in Section 2.12(c)(ii).

"Compliance Certificate" means a certificate substantially in the form of Exhibit D.

"Conforming Changes" means, with respect to either the use or administration of the Benchmark, or any Benchmark Replacement, any technical, administrative or operational changes (including, for example and not by way of limitation or prescription, changes to the definition of "Base Rate," the definition of "Business Day," the definition of "Interest Period" or any similar or analogous definition, the definition of "Government Securities Business Day," timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of Section 3.05, and other technical, administrative or operational matters) as may

be appropriate, in the reasonable discretion of Administrative Agent (in consultation with Borrower), to reflect the adoption and implementation of the Benchmark or any Benchmark Replacement or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent reasonably determines (in consultation with the Borrower Representative) that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Administrative Agent reasonably determines (in consultation with the Borrower Representative) is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

"Connecticut Online Gaming Act" means Public Act No. 21-23 of the State of Connecticut and all rules and regulations promulgated thereunder.

"Connection Income Taxes" means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"Consolidated EBITDA" means, for any period, the Parent Borrower's and its Restricted Subsidiaries' Consolidated Net Income for such period before (i.e., calculated without giving effect to) any of the following: interest expense (including amortization of debt issuance costs, non-cash interest payments, the interest component of payments in respect of Capital Leases and commissions and other fees in respect of letters of credit), the aggregate amount of taxes on or measured by the income of the Parent Borrower and its Restricted Subsidiaries, depreciation, amortization, non-cash rent expense, Pre-Opening Expenses, non-cash change in value of derivative instruments, interest costs associated with derivative instruments not otherwise included in interest expense, non-cash litigation accruals, charges or expenses relating to the modification or early retirement of debt, any impairment charges or asset write-offs, all non-recurring non-cash losses or expenses (or gains or income) not otherwise specified and all gains or losses in connection with a Disposition outside the ordinary course of business, acquisition and merger related charges, and extraordinary items, all as determined in accordance with GAAP, plus (a) cash dividends and distributions paid to the Parent Borrower and its Restricted Subsidiaries from any Person that is not a Restricted Subsidiary, provided that the cumulative amount of such cash dividends and distributions included in Consolidated EBITDA shall not exceed the cumulative amount of the Parent Borrower's and its Restricted Subsidiaries' share of the Consolidated EBITDA of such Person, plus (or minus) (b) any loss (or gain) of the Parent Borrower and its Restricted Subsidiaries arising from a change in GAAP, plus (or minus) (c) any non-cash loss, costs or expenses (or non-cash gain or income) of the Parent Borrower and its Restricted Subsidiaries resulting from adjustments to any earn out obligation or other contingent consideration and any loss or income of the Parent Borrower and its Restricted Subsidiaries resulting from an earn out obligation or other contingent consideration being paid or no longer being contingent, plus (d) the Estimated Business Interruption Insurance for such period (notwithstanding any classification of the affected operations as discontinued operations or any disposal of such operations), plus (e) expenses arising from enterprise resource planning program implementation in an amount not to exceed $5,000,000 in the aggregate at any time, plus (f) non-recurring cash charges and expenses of the Parent Borrower and its Restricted Subsidiaries (excluding fees and expenses included in clause (g) below), and costs of the Parent Borrower and its Restricted Subsidiaries, in each case, incurred in

connection with reduction-in-force, severance and similar operational restructuring programs, including without limitation, measurement period adjustments, the effects of adjustments (including the effects of such adjustments pushed down to the Parent Borrower and its Restricted Subsidiaries) in any line item in such Person's consolidated financial statements pursuant to GAAP resulting from the application of recapitalization accounting or purchase accounting, integration costs, personnel restructuring, relocation or integration costs, one-time compensation charges and the amount of any signing, retention and completion bonuses; provided that the aggregate amount of additions made to Consolidated EBITDA for any period pursuant to clause (f) shall not exceed 10.0% of Consolidated EBITDA in the aggregate for any Test Period (after giving effect to clause (f)), plus (g) fees and expenses incurred by the Parent Borrower and its Restricted Subsidiaries in connection with the issuance, incurrence, repayment, prepayment, refinancing, redemption or repurchase of Indebtedness of the Parent Borrower or any of its Restricted Subsidiaries and the making of Investments or Dispositions, including without limitation investment banking, brokerage and legal costs, minus (h) the Estimated Business Interruption Insurance Shortfall for such period, minus (i) business interruption insurance proceeds received during such period to the extent they represent payment of amounts previously included in Estimated Business Interruption Insurance. If and to the extent that any non-cash litigation accruals have not been included in the computation of Consolidated EBITDA, the amount of any non-appealable judgment or the cash payment in respect of any settlement or judgment in respect thereof (net of any assets acquired in connection with such settlement or judgment) in any future period shall be subtracted from Consolidated EBITDA.

"Consolidated Net Funded Indebtedness" means, as of any date of determination, for the Parent Borrower and its Restricted Subsidiaries on a consolidated basis (exclusive of any Indebtedness of the Parent Borrower's Restricted Subsidiaries to the Parent Borrower or another Restricted Subsidiary or any Indebtedness of the Parent Borrower to any Restricted Subsidiary), the sum (without duplication) of (a) the outstanding principal amount of all Indebtedness for borrowed money minus the amount of any cash borrowed by the Borrowers and pledged or deposited by the Borrowers pursuant to Section 2.03(a)(iii) or Section 2.16 as cash collateral, plus (b) the aggregate amount of all Attributable Indebtedness, plus (c) the outstanding principal amount of all Indebtedness of the type described in clause (e) of the definition thereof, plus (d) the outstanding principal amount of all Indebtedness of the type described in clause (d) of the definition thereof, plus (e) all Guarantees with respect to outstanding Indebtedness of the types specified in subsections (a) through (d) above of Persons other than the Parent Borrower or any Restricted Subsidiary, minus (f) Unrestricted Cash. Notwithstanding the foregoing, Consolidated Net Funded Indebtedness shall not include any Defeased Indebtedness. The amount of Consolidated Net Funded Indebtedness shall be deemed to be zero with respect to any letter of credit, unless and until a drawing is made with respect thereto. "Consolidated Net Funded Indebtedness" shall exclude the Consolidated Net Funded Indebtedness of each Unrestricted Subsidiary and all Subsidiaries of any Unrestricted Subsidiary. "Consolidated Net Funded Indebtedness" shall exclude any Guarantee of Indebtedness at the Mohegan Sun Korea Project incurred pursuant to Sections 9.02(c) and 9.03(g) until any call or demand is made on such Guarantee or such Guarantee otherwise becomes payable.

"Consolidated Net Income" means, with respect to any specified Person for any period, the aggregate of the Net Income of such Person and its Restricted Subsidiaries for such period, on a consolidated basis, determined in accordance with GAAP; provided, that without duplication:

(a) the Net Income of any Person that is not a Restricted Subsidiary or that is accounted for by the equity method of accounting shall be included only to the extent of the amount of dividends or distributions paid in cash to the specified Person or a wholly-owned Restricted Subsidiary thereof;

(b) the Net Income of any Restricted Subsidiary (other than the Digital Borrower or a Guarantor) shall be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that Net Income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders;

(c) the Net Income of any Person acquired after the Closing Date in a business combination for any period prior to the date of such acquisition shall be excluded;

(d) the cumulative effect of a change in accounting principles shall be excluded;

(e) any impairment charge or asset write-off or write-down, in each case pursuant to GAAP, shall be excluded;

(f) charges and expenses relating to the entry into the Facility, the offering of the First Lien Notes, the offering of the Second Lien Notes (and the exchange of Senior Unsecured Notes for Second Lien Notes), the termination of the credit facilities with respect to which the Facility and the First Lien Notes are a replacement, the redemption of the Existing Second Lien Notes and the use of proceeds from the offering of the First Lien Notes and the Second Lien Notes to refinance such facilities and redeem the Existing Second Lien Notes as described in the Offering Memorandum (as defined in the First Lien Notes Indenture), in each case, shall be excluded; and

(g) the Net Income for such period of any Person that is not a Subsidiary, or is an Unrestricted Subsidiary, shall be excluded; provided that to the extent not otherwise included in calculating Consolidated Net Income, the Consolidated Net Income of the specified Person shall be increased by the amount of dividends or distributions or other payments that are actually paid in cash to the specified Person or a Restricted Subsidiary thereof in respect of such period.

"Constitution" means the Constitution of the Tribe adopted by the Tribe and ratified by the Tribe's members by Tribal Referendum dated April 12, 1996, as amended August 10, 2002, as amended September 6, 2003, as amended May 2, 2004, as amended November 30, 2007, as amended June 16, 2010, as amended February 23, 2014, and as it may be further amended from time to time.

"Contractual Obligation" means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Control" has the meaning specified in the definition of "Affiliate".

"Covered Party" has the meaning specified in Section 12.34(a).

"CPI" means the United States Department of Labor, Bureau of Labor Statistics Revised Consumer Price Index for All Urban Consumers (1982-84=100), U.S. City Average, All Items, or, if that index is not available at the time in question, the index designated by the United States Department of Labor as the successor to such index, and if there is no index so designated, an index for an area in the United States that most closely corresponds to the entire United States, published by the United States Department of Labor, or if none, by any other instrumentality of the United States.

"CPI Increase" means, with respect to any Fiscal Year, the quotient equal to (i) the published CPI as of the first day of any specified Fiscal Year, divided by (ii) the published CPI as of the Closing Date. If the quotient is less than one, the CPI Increase shall be equal to one.

"Credit Agreement Refinancing Indebtedness" means Indebtedness issued, incurred or obtained pursuant to a Refinancing Amendment (including, without limitation, Other Revolving Loans as well as any extension or renewal of any Revolving Commitments) in exchange for, or to extend, renew, replace or refinance, in whole or in part, Revolving Commitments or any then existing Credit Agreement Refinancing Indebtedness (any of the foregoing, "Refinanced Debt"); provided that (i) such Indebtedness is entitled to all the benefits afforded by this Agreement and the other Loan Documents, and shall, without limiting the foregoing, (x) benefit equally and ratably from the Guaranty and the Collateral and (y) not have any borrower other than the Borrowers or any guarantors other than the Guarantors (or a Borrower) or benefit from any collateral other than the Collateral, (ii) such Indebtedness has a maturity equal to or later than the Refinanced Debt, (iii) such Indebtedness shall not have a greater principal amount than the outstanding principal amount of the Refinanced Debt (or, if purchased at a discount, such discounted amount) plus accrued interest, fees and premiums (if any) thereon and reasonable fees and expenses associated with the refinancing, (iv) such Refinanced Debt shall be repaid, satisfied and discharged or constitute Defeased Indebtedness on a dollar-for-dollar basis (or at a discount), and all accrued interest, fees and premiums (if any) in connection therewith shall be paid, on the date such Credit Agreement Refinancing Indebtedness is issued, incurred or obtained, (v) the aggregate unused Revolving Commitments under such Credit Agreement Refinancing Indebtedness shall not exceed the unused Revolving Commitments being replaced and (vi) the other terms of such Indebtedness shall be reasonably satisfactory to the Administrative Agent, provided that fees and interest in respect thereof shall be determined by the Borrowers and the applicable lenders.

"Credit Extension" means each of the following: (a) a Borrowing and (b) an L/C Credit Extension.

"Customary Intercreditor Agreement" means with respect to any Indebtedness, a customary intercreditor agreement, including any Junior Lien Intercreditor Agreement, which agreement shall provide that the Liens on the Collateral securing such Indebtedness shall rank junior to the Liens on the Collateral securing the Obligations, employing substantially the applicable intercreditor and subordination provisions of the Collateral Trust Agreement concerning the relative priority and other rights of the "Priority Lien Obligations" and "Parity Lien

Obligations", or otherwise in form and substance reasonably agreed by the Administrative Agent, the Collateral Trustee and the Borrower Representative.

"Daily Simple SOFR" means, for any day, a rate per annum equal to the greater of (a) SOFR, with the conventions for this rate (which will include a lookback) being established by the Administrative Agent in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining "Daily Simple SOFR" for business loans; provided that if the Administrative Agent decides that any such convention is not administratively feasible for the Administrative Agent, then the Administrative Agent may establish another convention in its reasonable discretion, and (b) the Floor for the applicable Facility.

"Daily SOFR Rate" means, for any day, a rate per annum equal to Term SOFR in effect on such day for a one-month Interest Period (subject to the applicable Floor referred to in the definition of "Term SOFR").

"Debtor Relief Laws" means the Bankruptcy Code and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States, the Tribe or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"Default" means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

"Default Rate" means, (a) as to any Obligation other than Obligations in respect of Swingline Loans, a fluctuating interest rate per annum at all times equal to the interest rate otherwise applicable to such Obligation plus 2% per annum, and when used with respect to Obligations with respect to which no interest rate or per annum fees are specified, means an interest rate equal to (i) the Base Rate plus (ii) the Applicable Rate applicable to Base Rate Loans plus 2% per annum, in each case to the fullest extent permitted by applicable laws and (b) as to any Obligations in respect of Swingline Loans, the applicable rate provided under the Overdraft Services Agreement.

"Defaulting Lender" means, subject to Section 2.17(b), any Lender that (a) has failed to (i) fund all or any portion of its Loans within two (2) Business Days of the date such Loans were required to be funded hereunder unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent, the L/C Issuer, the Swingline Lender or any other Lender any other amount required to be paid by it hereunder (including in respect of its participation in Letters of Credit or Swingline Loans) within two (2) Business Days of the date when due, (b) has notified the Borrower Representative, the Administrative Agent, the L/C Issuer or the Swingline Lender in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default,

shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three Business Days after written request by the Administrative Agent or the Borrower Representative, to confirm in writing to the Administrative Agent and the Borrower Representative that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this subsection (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower Representative), or (d) as of the applicable date of determination such Lender, or a direct or indirect parent company of such Lender, (i) is the subject of a proceeding under any Debtor Relief Law, (ii) has had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity, which appointment is then in effect, or (iii) is the subject of a Bail-In Action; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any Capital Stock in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of subsections (a) through (d) above, and of the effective date of such status, shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.17(b)) as of the date established therefor by the Administrative Agent in a written notice of such determination, which shall be delivered by the Administrative Agent to the Borrower Representative, the L/C Issuer, the Swingline Lender and each other Lender promptly following such determination.

"Defeased Indebtedness" means Indebtedness (a) that has been defeased in accordance with the terms of the indenture or other agreement under which it was issued, (b) that has been called for redemption and for which funds sufficient to redeem such Indebtedness have been set aside in a separate account by the Borrowers, (c) for which amounts are set aside in trust or are held by a representative of the holders of such Indebtedness or any third party escrow agent pending satisfaction or waiver of the conditions for the release of such funds, or (d) that has otherwise been defeased to the satisfaction of the Administrative Agent.

"Designated Jurisdiction" means any country or territory to the extent that such country or territory itself is the subject of any Sanction (including, as of the Closing Date, Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, the so-called Luhansk People's Republic, the so-called Donetsk People's Republic and the non-government controlled Zaporizhzhia and Kherson regions of Ukraine).

"Digital Borrower" has the meaning specified in the introductory paragraph hereto.

"Disposition" or "Dispose" means the sale, transfer, license, lease or other disposition (including any Sale/Leaseback Transaction), in one transaction or in a series of related transactions and whether effected pursuant to a Division or otherwise, of any Property by the Parent Borrower or any Restricted Subsidiary, including any sale, assignment, transfer or other disposal, with or

without recourse, of any notes or accounts receivable or any rights and claims associated therewith. For the avoidance of doubt, an Extraordinary Loss shall not constitute a Disposition.

"Disqualified Capital Stock" shall mean, with respect to any Person, any Capital Stock of such Person that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, matures (excluding any maturity as the result of an optional redemption by the issuer thereof) or is mandatorily redeemable or redeemable at the sole option of the holder thereof (other than solely (x) for Capital Stock that is not Disqualified Capital Stock or upon a sale of assets, casualty event or a change of control, in each case, subject to the prior payment in full of the Obligations, (y) as a result of a redemption required by Gaming Law or (z) as a result of a redemption that by the terms of such Capital Stock is contingent upon such redemption not being prohibited by this Agreement), pursuant to a sinking fund obligation or otherwise (other than solely for Capital Stock that is not Disqualified Capital Stock) or exchangeable or convertible into debt securities of the issuer thereof at the sole option of the holder thereof, in whole or in part, on or prior to the date that is 181 days after the latest Maturity Date then in effect at the time of issuance thereof.

"Dividing Person" has the meaning specified in the definition of "Division".

"Division" shall mean the division of the assets, liabilities and/or obligations of a Person (the "Dividing Person") among two or more Persons (whether pursuant to a "plan of division" or similar arrangement), which may or may not include the Dividing Person and pursuant to which the Dividing Person may or may not survive.

"Dollar" and "$" mean lawful money of the United States.

"Earth Hotel Lease" means that certain sublease dated February 1, 2015, by and between the Parent Borrower and Mohegan Tribal Finance Authority, including all exhibits and schedules attached thereto.

"EEA Financial Institution" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a Subsidiary of an institution described in clause (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein and Norway.

"EEA Resolution Authority" means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Eligible Assignee" means any Person that meets the requirements to be an assignee under Section 12.07(b)(iii) or (iv) (as applicable) and Section 12.07(b)(v) (subject to such consents, if any, as may be required under Section 12.07(b)(iii) or (iv) (as applicable)).

"Environmental Laws" means any and all Federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including those related to hazardous substances or wastes, air emissions and discharges to waste or public systems.

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of any Borrower, any other Loan Party or any of their respective Subsidiaries directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"ERISA Affiliate" means any trade or business (whether or not incorporated) under common control with the Parent Borrower within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

"ERISA Event" means (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by the Parent Borrower or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by the Parent Borrower or any ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is insolvent; (d) the filing of a notice of intent to terminate, the treatment of a Plan amendment as a termination under Sections 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan or Multiemployer Plan; (e) an event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan; (f) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon the Parent Borrower or any ERISA Affiliate; (g) the failure to meet the minimum funding standard of Sections 412 or 430 of the Code or Sections 302 or 303 of ERISA with respect to any Pension Plan, whether or not waived; (h) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Pension Plan; (i) the failure by the Parent Borrower or any ERISA Affiliate to make a required contribution to a Multiemployer Plan; or (j) the imposition of a lien pursuant to Section 430(k) of the Code or Section 303(k) of ERISA or a violation of Section 436 of the Code with respect to any Pension Plan.

"Erroneous Payment" has the meaning specified in Section 11.13(a).

"Erroneous Payment Deficiency Assignment" has the meaning specified in Section 11.13(d)(i).

"Erroneous Payment Impacted Class" has the meaning specified in Section 11.13(d)(i).

"Erroneous Payment Return Deficiency" has the meaning specified in Section 11.13(d)(i).

"Erroneous Payment Subrogation Rights" has the meaning specified in Section 11.13(e).

"Estimated Business Interruption Insurance" means an estimate of the amount (determined in good faith by senior management of the Parent Borrower, notwithstanding the failure of any designation by applicable insurance carriers as to how much of any expected recovery is attributable to business interruption coverage as opposed to other types of coverage) of business interruption insurance the Parent Borrower and the Restricted Subsidiaries expect to collect with respect to any applicable period; provided that such amount (a) shall not be taken in account for any period after two years following the date of the event giving rise to the claim under the relevant business interruption insurance, and (b) shall not exceed the sum of (i) the excess of (A) the applicable casualty property's historical Consolidated EBITDA for the four Fiscal Quarters most recently ended prior to such date for which internal financial reports are available for that property ending prior to the date of the business interruption (or annualized if such property has less than four full Fiscal Quarters of operations) over (B) the actual Consolidated EBITDA generated by such property for such four-Fiscal Quarter period, and (ii) the amount of insurance proceeds not reflected in subsection (i) that the Parent Borrower expects to collect as a reimbursement in respect of expenses incurred at that property with respect to such period (provided that the amount included pursuant to this subsection (ii) shall not exceed the amount of the other expenses incurred at that property that are actually included in calculating the Parent Borrower and its Restricted Subsidiaries' Consolidated Net Income for such fiscal quarter).

"Estimated Business Interruption Insurance Shortfall" shall mean, for any period in which it is ultimately determined that the amount of insurance proceeds payable in respect of an event for which Estimated Business Interruption Insurance amounts were previously included in Consolidated EBITDA are less than the amount of Estimated Business Interruption Insurance that were previously included in Consolidated EBITDA for such event, an amount equal to such shortfall.

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"Event of Default" has the meaning specified in Section 10.01.

"Excluded Swap Obligation" means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the Guarantee of such Guarantor or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing

more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, being engaged in a trade or business for applicable income, franchise or branch profits tax purposes in, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by the Borrower Representative under Section 12.16) or (ii) such Lender changes its lending office, except in each case to the extent that amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 3.01(d) and (d) any U.S. federal withholding Taxes imposed under FATCA.

"Existing Credit Agreement" means that certain Credit Agreement, dated as of January 26, 2021 (as amended and otherwise modified prior to the Closing Date), among the Parent Borrower, Citizens Bank, N.A. as administrative agent, the lenders party thereto and the other parties party thereto.

"Existing Letters of Credit" means letters of credit issued and outstanding under the Existing Credit Agreement as of the Closing Date as set forth in Schedule 2.03, which shall be deemed outstanding as Letters of Credit hereunder as of the Closing Date pursuant to Section 2.03(a).

"Existing Second Lien Notes" shall mean the Parent Borrower's 8.000% Second Priority Senior Secured Notes due 2026 outstanding immediately prior to the effectiveness of this Agreement.

"Existing Revolving Facility" has the meaning specified in Section 2.20(a).

"Existing Revolving Loans" has the meaning specified in Section 2.20(a).

"Extended Revolving Commitments" has the meaning specified in Section 2.20(a).

"Extended Revolving Facility" has the meaning specified in Section 2.20(a).

"Extended Revolving Loans" has the meaning specified in Section 2.20(a).

"Extending Lender" has the meaning specified in Section 2.20(b).

"Extension Amendment" has the meaning specified in Section 2.20(c).

"Extension Election" has the meaning specified in Section 2.20(b).

"Extension Request" has the meaning specified in Section 2.20(a).

"Extraordinary Loss" means any loss, destruction or damage to Property of the Parent Borrower or any of its Restricted Subsidiaries or condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, of any such Property, or confiscation or requisition of use of any such Property.

"Facility" means any Revolving Credit Facility.

"FanDuel Agreement" means the Online Sportsbook and iGaming Market Access Agreement, between Mohegan Digital, LLC and Betfair Interactive US LLC, dated as of October 12, 2021.

"FATCA" means Sections 1471 through 1474 of the Code, as of the Closing Date (or any amended or successor version that is substantially comparable and not materially more onerous to comply with), any current or future regulations promulgated thereunder or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code, and any legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention entered into in connection with the implementation of any such Sections of the Code.

"Federal Funds Rate" means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System of the United States, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to Citibank on such day on such transactions as determined by the Administrative Agent; provided, further, that if the Federal Funds Rate is less than zero, it shall be deemed to be zero for the purposes of this Agreement.

"Federal Reserve Board" means the Board of Governors of the Federal Reserve System of the United States.

"First Lien Net Indebtedness" means, at any time, the aggregate outstanding principal amount of Consolidated Net Funded Indebtedness (for the avoidance of doubt, net of Unrestricted Cash) of the Parent Borrower and of the Restricted Subsidiaries which is secured by first priority Liens (including for the avoidance of doubt any Lien that is pari passu with the Liens securing the Obligations pursuant to the Collateral Trust Agreement) on the Collateral as of such date.

"First Lien Net Leverage Ratio" means the ratio of (a) First Lien Net Indebtedness to (b) Consolidated EBITDA for the most recently ended Test Period. Subject to Section 1.08, for purposes of determining such ratio, First Lien Net Indebtedness shall be calculated as of the last day of the applicable Test Period on a Pro Forma Basis.

"First Lien Note Documents" means, collectively, the First Lien Notes, the First Lien Notes Indenture and the First Lien Security Documents.

"First Lien Notes" shall mean the 8.250% First Priority Senior Secured Notes due 2030, initially issued by Mohegan Escrow Issuer, with its obligations as issuer to be assumed by the Borrowers as co-issuers pursuant to the First Lien Notes Indenture.

"First Lien Notes Indenture" means that certain Indenture relating to the First Lien Notes, dated as of April 10, 2025, between Mohegan Escrow Issuer and the First Lien Notes Trustee, as supplemented on the Closing Date to join the Borrowers, the Tribe and the Guarantors as parties thereto, and as may be further amended, restated, supplemented or otherwise modified from time to time in accordance with the requirements hereof and thereof.

"First Lien Notes Trustee" means U.S. Bank Trust Company, National Association, in its capacity as trustee under the First Lien Notes Indenture, together with its permitted successors and assigns in such capacity.

"First Lien Security Documents" shall mean the "Security Documents" as defined in the First Lien Notes Indenture.

"Fiscal Quarter" means the fiscal quarter of the Parent Borrower consisting of a three month fiscal period ending on each March 31, June 30, September 30 and December 31.

"Fiscal Year" means the fiscal year of the Parent Borrower consisting of a twelve month fiscal period ending on each September 30.

"Fitch" means Fitch Ratings, a business segment of Fitch Group, Inc. and any successor thereto.

"Fixed Amounts" has the meaning specified in Section 1.08(d).

"Fixed Charge Coverage Ratio" means, as of the last day of each Fiscal Quarter, the ratio of (x) the Consolidated EBITDA for the most recently ended Test Period to (y) the Fixed Charges for such Test Period.

"Fixed Charges" means, for any period, the sum, without duplication, of:

(a) the consolidated interest expense of the Parent Borrower and its Restricted Subsidiaries for such period, whether paid or accrued, including, without limitation, amortization of debt issuance costs and original issue discount, non cash interest payments, the interest component of any deferred payment obligations, the interest component of all payments associated with Capital Leases, imputed interest with respect to sale and leaseback transactions, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings, and net payments, if any, pursuant to Swap Contracts in respect of interest rates; plus

(b) the consolidated interest of the Parent Borrower and its Restricted Subsidiaries that was capitalized during such period; plus

(c) any interest expense on Indebtedness of another Person that is (A) guaranteed by Parent Borrower or one of its Restricted Subsidiaries, but only if such guarantee has been called upon in whole or in part or (B) secured by a Lien on assets of Parent Borrower or one of its Restricted Subsidiaries, but only if an enforcement action with respect to such Lien is taken; plus

(d) the product of (a) all cash dividend payments or other distributions on any series of preferred equity of Parent Borrower, times (b) a fraction, the numerator of which is one and the denominator of which is one minus the then current combined federal, state and local statutory tax rate of Parent Borrower, expressed as a decimal,

in each case, on a consolidated basis and in accordance with GAAP.

"Flood Determination" means, with respect to any mortgaged or to-be mortgaged property, a completed "Life-of-Loan" Federal Emergency Management Agency Standard Flood Hazard Determination with respect to such property (together with a notice about special flood hazard area status and flood disaster assistance duly executed by the applicable Loan Party relating thereto).

"Flood Insurance Laws" means, collectively, (i) the National Flood Insurance Act of 1968, (ii) the Flood Disaster Protection Act of 1973, (iii) the National Flood Insurance Reform Act of 1994, (iv) the Flood Insurance Reform Act of 2004 and (v) the Biggert-Waters Flood Insurance Reform Act of 2012, in each case, as now or hereafter in effect or any successor statute thereto.

"Floor" means, with respect to Revolving Loans under the Initial Revolving Credit Facility, 0.75% per annum.

"Foreign Lender" means a Lender that is not a U.S. Person.

"Fronting Exposure" means, at any time there is a Defaulting Lender, (a) with respect to the L/C Issuer, such Defaulting Lender's Pro Rata Share of the outstanding L/C Obligations other than L/C Obligations as to which such Defaulting Lender's participation obligation has been reallocated to other Lenders or Cash Collateralized in accordance with the terms hereof, and (b) with respect to the Swingline Lender, such Defaulting Lender's Pro Rata Share of Swingline Loans other than Swingline Loans as to which such Defaulting Lender's participation obligation has been reallocated to other Lenders in accordance with the terms hereof.

"Fund" means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of business.

"GAAP" means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied.

"Gaming" means any and all activities defined as class II gaming or class III gaming under IGRA or authorized under the Compact.

"Gaming Authority Ordinance" means Chapter 2, Article II of the Mohegan Tribe Code, also known as Ordinance No. 95-2 of the Tribe, as enacted on July 15, 1995.

"Gaming Board" means, collectively, (a) the Mohegan Tribal Gaming Commission, (b) the Connecticut Division of Special Revenue, (c) the Pennsylvania Gaming Control Board, (d) the Pennsylvania State Horse Racing Commission, (e) the Commission, (f) the Department of Consumer Protection of the State of Connecticut and (g) any other Governmental Authority that holds licensing or permit authority over gambling, gaming or casino activities conducted by the Tribe, the Parent Borrower or any Restricted Subsidiary within its jurisdiction.

"Gaming Laws" means IGRA, the Gaming Ordinance, the Gaming Authority Ordinance, the Connecticut Online Gaming Act and all other Laws pursuant to which any Gaming Board possesses licensing or permit authority over gambling, gaming or casino activities conducted by the Tribe, the Parent Borrower or any Restricted Subsidiary within its jurisdiction.

"Gaming License" shall mean every license, permit, franchise or other authorization from any Gaming Board required on the Closing Date or at any time thereafter to own, lease, operate or otherwise conduct the class II gaming, class III gaming, online gaming or sports wagering activities of the Parent Borrower or its Restricted Subsidiaries, including all licenses granted under applicable federal, tribal, state, foreign or local laws.

"Gaming Ordinance" means Chapter 2, Article III of the Mohegan Tribe Code, also known as Ordinance 94-1 of the Tribe, as enacted on July 28, 1994.

"Government Securities Business Day" means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association (or any successor thereto) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"Governmental Authority" means the government of the United States, the Tribe or any other nation, or any political subdivision thereof, whether state or local or tribal, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Governmental Component" means with respect to the Tribe or any other government, any corporation, board, enterprise, authority, division, branch, political subdivision, agency, instrumentality or governmental component directly or indirectly owned or controlled by the Tribe or such other government. For the avoidance of doubt, the Parent Borrower and its Subsidiaries are Governmental Components of the Tribe.

"Granting Lender" has the meaning specified in Section 12.07(g).

"Guarantee" means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable or performable by another Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other obligation, (iii) to maintain working capital, keep well arrangements, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other obligation of any other Person, whether or not such Indebtedness or other obligation is assumed by such Person (excluding a Lien on the Capital Stock in any Unrestricted Subsidiary, which Lien only secures Indebtedness of such Unrestricted Subsidiary and its Subsidiaries which Indebtedness is not Guaranteed by any Loan Party or Restricted Subsidiary). The amount of any obligation under a Guarantee of a guarantor shall be deemed to be the lower of (i) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee is made and (ii) the maximum amount for which such guarantor may be liable pursuant to the terms of the instrument embodying such Guarantee, unless such primary obligation and the maximum amount for which such guarantor may be liable are not stated or determinable, in which case the amount of such obligation shall be such guarantor's maximum reasonably anticipated liability in respect thereof as determined by the Parent Borrower in good faith. The term "Guarantee" as a verb has a corresponding meaning.

"Guarantors" means those Persons identified as a Guarantor on Schedule 6.13 and any other Subsidiary that executes a Guaranty; provided that any Guarantor that is sold or otherwise transferred to a Person other than the Parent Borrower or a Restricted Subsidiary in a Disposition permitted by Section 9.05 or that is designated as an Unrestricted Subsidiary hereunder may be released from the Guaranty in accordance with Section 11.10 and thereafter such Person shall no longer be a "Guarantor" or a "Loan Party" for purposes of any Loan Document.

"Guaranty" means the Guaranty, dated as of the Closing Date, by each of the Guarantors (including any Guarantor that may become party thereto after the Closing Date pursuant to Section 8.13 hereof) and the Borrower in favor of the Administrative Agent for the ratable benefit of the Secured Parties.

"Hazardous Materials" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

"Hedge Bank" means (a) any Person that, at the time it enters into a Swap Contract with a Loan Party, is a Lender, an Arranger, the Administrative Agent or an Affiliate of any of the

foregoing, and (b) any Person that, on the Closing Date is a party to a Swap Contract with a Loan Party, if such Person becomes a Lender, an Arranger, the Administrative Agent or an Affiliate of any of the foregoing within thirty (30) days of the Closing Date, in each case, in its capacity as a party to such Swap Contract.

"Honor Date" has the meaning specified in Section 2.03(c)(i).

"IGRA" means the federal Indian Gaming Regulatory Act of 1988, as amended, codified at 25 U.S.C. § 2701, et seq.

"Increase Effective Date" has the meaning specified in Section 2.15(c).

"Increased Revolving Commitment" has the meaning specified in Section 2.15(a).

"Incremental Equivalent Debt" has the meaning specified in Section 9.03(f).

"Incremental Joinder" has the meaning specified in Section 2.15(d).

"Incremental Loan Amount" means, as of any date of determination, an amount equal to $0.

"Incurrence-Based Amounts" has the meaning specified in Section 1.08(d).

"Indebtedness" means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

(a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;

(b) all direct or contingent obligations of such Person arising under Letters of Credit unpaid at draw, bankers' acceptances, bank guaranties, surety bonds and similar instruments;

(c) net obligations of such Person under any Swap Contract in respect of interest rate hedging;

(d) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable in the ordinary course of business);

(e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements) (excluding a Lien on the Capital Stock in any Unrestricted Subsidiary, which Lien only secures indebtedness of such Unrestricted Subsidiary and its Subsidiaries which indebtedness is not Guaranteed by any Loan Party or Restricted Subsidiary), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse, provided, however, that if such indebtedness has not been assumed, the amount of such indebtedness included for the purposes of this definition

will be the amount equal to the lesser of the fair market value of such property and the amount of the indebtedness secured;

(f) Capital Leases and Synthetic Lease Obligations;

(g) [reserved]; and

(h) all Guarantees of such Person in respect of any of the foregoing.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is expressly made non-recourse to such Person. The amount of any Capital Lease or Synthetic Lease Obligation as of any date shall be deemed to be the amount of Attributable Indebtedness in respect thereof as of such date. Indebtedness shall not include any Defeased Indebtedness. The obligations of the Parent Borrower under the Priority Distribution Agreement do not constitute Indebtedness. For the avoidance of doubt, Indebtedness excludes all leases classified as operating leases in accordance with GAAP as in effect on the Closing Date.

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in (a), Other Taxes.

"Indemnitee" has the meaning specified in Section 12.05.

"Information" has the meaning specified in Section 12.08.

"Initial Revolving Credit Facility" means the Revolving Commitments provided by the Revolving Lenders on the Closing Date.

"Inspire" has the meaning specified in Section 7.16.

"Interest Charges" means, with respect to any fiscal period, the sum of (a) all interest, fees, charges and related expenses payable with respect to that period to a lender in connection with borrowed money or the deferred purchase price of assets that is treated as interest in accordance with GAAP, plus (b) the portion of rent payable with respect to that fiscal period under Capital Leases that should be treated as interest in accordance with GAAP; provided, however, that (x) the premium and related costs of purchases, tender offers, exchange offers and consent solicitations permitted in connection with the permitted prepayment, refinancing, repurchase or redemption of Indebtedness and the associated write off of unamortized debt issuance costs and (y) any in-kind interest in respect of any Specified Tribal Contribution, in each case, shall not be considered to be "Interest Charges."

"Interest Payment Date" means, (a) as to any Loan other than a Base Rate Loan, the last day of each Interest Period applicable to such Loan and the applicable Maturity Date; provided, however, that if any Interest Period for a SOFR Loan exceeds three months, the respective dates that fall every three months after the beginning of such Interest Period shall also be Interest Payment Dates; (b) as to any Base Rate Loan, the last Business Day of each March, June,

September and December and the applicable Maturity Date; and (c) as to any Swingline Loan, as provided in the Overdraft Services Agreement.

"Interest Period" means, as to each SOFR Loan, the period commencing on the date such SOFR Loan is disbursed or converted to or continued as a SOFR Loan and ending on the date one, three or six months thereafter, as selected by the Borrower Representative in its Revolving Loan Notice; provided that:

(a) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(b) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period; and

(c) no Interest Period shall extend beyond the applicable Maturity Date.

"Investment" means any direct or indirect acquisition or investment by the Parent Borrower or any Restricted Subsidiary in any other Person that is not a Loan Party prior to or substantially concurrently with such acquisition or investment, whether by means of (a) the purchase or other acquisition of Capital Stock or other securities of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of assets of another Person that constitute a business unit. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment, but, except to the extent the Borrower Representative shall otherwise elect, reduced by the amount of any repayment, interest, return, profit, distribution, income or similar amount in respect of such Investment which has actually been received in cash or Cash Equivalents or has been converted into cash or Cash Equivalents (collectively, "Investment Returns").

"Investment Returns" has the meaning specified in the definition of "Investment".

"IP Rights" has the meaning specified in Section 6.16.

"IRS" means the United States Internal Revenue Service.

"ISP" means, with respect to any Letter of Credit, the "International Standby Practices 1998" published by the Institute of International Banking Law & Practice (or such later version thereof as may be in effect at the time of issuance).

"Issuer Documents" means with respect to any Letter of Credit, the Letter Credit Application, and any other document, agreement and instrument entered into by the L/C Issuer

and the applicable Borrower (or applicable Restricted Subsidiary) or in favor of the L/C Issuer and relating to any such Letter of Credit.

"Junior Lien Debt" means any Indebtedness of the Parent Borrower or any Guarantor secured by Junior Liens on the Collateral that was permitted to be incurred and so secured under this Agreement; provided that: such Indebtedness is designated by the Parent Borrower, in an Officer's Certificate delivered to the Administrative Agent and the Collateral Trustee, as "Junior Lien Debt" for purposes of this Agreement and the Collateral Trust Agreement or Junior Lien Intercreditor Agreement, as applicable; provided that no Indebtedness may be designated as Junior Lien Debt if also designated as "Priority Lien Debt" or "Parity Lien Debt" under the Collateral Trust Agreement; and (b) either (A) the Collateral Trust Agreement has been amended or amended and restated to provide for "third lien" debt that is subject to lien subordination terms and provisions that are (x) customary for such Indebtedness, (y) based on the lien subordination terms and provisions applicable to "Parity Lien Debt" relative to "Priority Lien Debt" and (z) and no more favorable to the holders of such "third lien" debt relative to the holders of "Priority Lien Debt" than the comparable provisions of the Collateral Trust Agreement are to holders of "Parity Lien Debt" relative to holders of "Priority Lien Debt" (in each case, as determined by the Parent Borrower in good faith), and the Junior Lien Debt Representative with respect to such Indebtedness has duly executed and delivered a joinder to the Collateral Trust Agreement as a "Junior Lien Debt Representative" (or comparable term) thereunder or (B) the Junior Lien Debt Representative with respect to such Indebtedness, the Parent Borrower, the Digital Borrower, the Guarantors, and the Collateral Trustee have duly executed and delivered a Junior Lien Intercreditor Agreement.

"Junior Lien Intercreditor Agreement" means a customary intercreditor agreement entered into by and among the Parent Borrower, the Digital Borrower, the Guarantors, the Collateral Trustee and one or more Junior Lien Debt Representatives, providing for "third lien" debt that is subject to lien subordination terms and provisions (x) customary for such Indebtedness, (y) based on the lien subordination terms and provisions applicable to "Parity Lien Debt" relative to "Priority Lien Debt" and (z) no more favorable to the holders of such "third lien" debt relative to holders of "Priority Lien Debt" than the comparable provisions of the Collateral Trust Agreement are to holders of "Parity Lien Debt" relative to holders of "Priority Lien Debt" (in each case, as determined by the Parent Borrower in good faith), as the same may be amended, supplemented, modified, replaced or restated in accordance with the terms thereof.

"Junior Prepayments" has the meaning specified in Section 9.12.

"Korea Credit Enhancement Agreement" means (i) that certain Credit Enhancement Support Agreement, dated as of September 24, 2021, among the Parent Borrower, the banks and financial institutions party thereto and Kookmin Bank as facility agent, as in effect on the Closing Date and (ii) any amendment, restatement or other replacement thereof relating to Indebtedness in respect of the Mohegan Sun Korea Project; provided in no event shall the aggregate obligations of the Parent Borrower or any of its Restricted Subsidiaries thereunder exceed $100,000,000 in the aggregate.

"Landlord Consent" means the consent executed by the Tribe as a part of the Leasehold Mortgage, and concurrently therewith in favor of the Collateral Trustee, as it may from time to time be supplemented, modified, amended, restated or extended.

"Laws" means, collectively, (a) all international, foreign, Federal, tribal, state and local statutes, treaties, rules, regulations, ordinances, codes and administrative or judicial precedents or authorities, in each case to the extent binding upon any relevant Person, (b) any interpretation or administration of the items described in clause (a) by any Governmental Authority which has the binding force of law with respect to any relevant Person, and (c) all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority which any relevant Person is obligated to conform to as a matter of law.

"L/C Advance" means, with respect to each Revolving Lender, such Revolving Lender's funding of its participation in any L/C Borrowing in accordance with its Pro Rata Share.

"L/C Borrowing" means an extension of credit resulting from a drawing under any Letter of Credit which has not been reimbursed on the date when made or refinanced as a Revolving Commitment.

"L/C Commitment" means, with respect to each L/C Issuer, its commitment to issue Letters of Credit hereunder not to exceed the amount set forth opposite such L/C Issuer's name in the column labeled "L/C Commitment" on Annex A, in any subsequent Assignment and Assumption or in any Refinancing Amendment or Extension Amendment, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

"L/C Credit Extension" means, with respect to any Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the increase of the amount thereof.

"L/C Issuer" means each of Citibank, Deutsche Bank AG New York Branch, Sumitomo Mitsui Banking Corporation, Barclays Bank PLC, Goldman Sachs Bank USA, Fifth Third Bank, National Association, Truist Bank, KeyBank National Association, and Citizens Bank, N.A., in its capacity as issuer of Letters of Credit hereunder and in its capacity as issuer of the Existing Letters of Credit, as applicable, and any other Revolving Lender mutually agreed by the Borrower Representative and the Administrative Agent (and that accepts such appointment as L/C Issuer) or any successor issuer of Letters of Credit hereunder.

"L/C Obligations" means, as at any date of determination, the aggregate undrawn face amount of all outstanding Letters of Credit plus the aggregate of all Unreimbursed Amounts, including, but without duplication, all L/C Borrowings. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, such Letter of Credit shall be deemed to be "outstanding" in the amount so remaining available to be drawn.

"LCT Election" has the meaning specified in Section 1.09.

"LCT Test Date" has the meaning specified in Section 1.09.

"Lease" means that certain Amended and Restated Lease, dated October 14, 2016, by and between the Tribe and the Parent Borrower, with respect to the real property underlying Mohegan Sun and the improvements thereon.

"Leasehold Mortgage" means that certain Open-End Leasehold Mortgage Deed, Assignment of Leases and Rents and Security Agreement, dated as of the Closing Date, executed by the Parent Borrower in favor of the Collateral Trustee, encumbering the leasehold interest of the Parent Borrower under the Lease to the reservation real property described on Schedule 5.06 and the related improvements and fixtures used in connection with Mohegan Sun.

"Lender" has the meaning specified in the introductory paragraph hereto and, as the context requires, includes the L/C Issuer and the Swingline Lender.

"Lending Office" means, as to any Lender, the office or offices of such Lender described as such in such Lender's Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Borrower Representative and the Administrative Agent, which office may include any Affiliate of such Lender or any domestic or foreign branch of such Lender or such Affiliate. Unless the context otherwise requires, each reference to a Lender shall include its applicable Lending Office.

"Letter of Credit" means any standby letter of credit issued hereunder and shall include the Existing Letters of Credit.

"Letter of Credit Application" means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by the L/C Issuer.

"Letter of Credit Expiration Date" means the fifth Business Day prior to the latest Maturity Date then in effect for any Revolving Credit Facility (or, if such day is not a Business Day, the next preceding Business Day).

"Letter of Credit Fee" has the meaning specified in Section 2.03(h).

"Letter of Credit Sublimit" means, at any time, an amount equal to $75,000,000. The Letter of Credit Sublimit is part of, and not in addition to, the Revolving Credit Facilities.

"Lien" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, and any financing lease having substantially the same economic effect as any of the foregoing).

"Limited Condition Transaction" means any Investment permitted hereunder and any related incurrence of Indebtedness by the Parent Borrower or one or more Restricted Subsidiaries whose consummation is not conditioned on the availability of, or on obtaining, third party financing.

"Loan" means an extension of credit by a Lender to a Borrower under Article II in the form of a Revolving Loan or a Swingline Loan.

"Loan Documents" means collectively, this Agreement, the Notes, each Letter of Credit, each Issuer Document, the Overdraft Services Agreement, the Security Documents, any Request for Credit Extension, the Guaranty, each Incremental Joinder, any Extension Amendment, any

Refinancing Amendment, each Customary Intercreditor Agreement, and any other agreements of any type or nature heretofore or hereafter executed and delivered by the Borrowers, the Guarantors, the Tribe or any of its Affiliates to the Administrative Agent or any Lender in any way relating to or in furtherance of this Agreement, in each case as the same may from time to time be supplemented, modified, amended, restated, extended or supplanted.

"Loan Parties" means, collectively, each Borrower and each Guarantor.

"Maintenance Capital Expenditure" means a Capital Expenditure for the maintenance, repair, restoration or refurbishment of the properties of the Parent Borrower or any of its Restricted Subsidiaries, but excluding any Capital Expenditure which adds to Mohegan Sun, Pocono or any other property owned by the Parent Borrower or its Restricted Subsidiaries.

"Management Activities" has the meaning specified in Section 12.22.

"Management Board" means the Management Board of the Parent Borrower, as established pursuant to the Gaming Authority Ordinance.

"Mandatory Prepayment Date" has the meaning specified in Section 2.05(g).

"Master Agreement" has the meaning specified in the definition of "Swap Contract".

"Material Adverse Effect" means (a) a material adverse change in the business, assets, financial condition or results of operation of the Parent Borrower and its Restricted Subsidiaries taken as a whole; (b) a material impairment of the ability of the Loan Parties, taken as a whole, to perform their payment obligations under the Loan Documents; or (c) a material adverse effect upon the rights and remedies, taken as a whole, of the Administrative Agent, the Collateral Trustee and the Lenders under the Loan Documents.

"Material Agreements" means, collectively, the Lease, the Earth Hotel Lease, the Compact and the Town Agreement.

"Material Digital Agreements" means, collectively, the FanDuel Agreement, the MD Assignment, Assumption and License Agreement and the Standby Market Access Agreement.

"Material Laws" means, collectively the Constitution, the Gaming Ordinance and accompanying gaming regulations, the Gaming Authority Ordinance, the UCC Ordinance, the Allocation Plan and each Authorizing Resolution.

"Material Restricted Subsidiary" means, collectively (a) Downs Racing, L.P., a Pennsylvania limited partnership, and each other Restricted Subsidiary of the Parent Borrower which owns or leases any interest in the principal fixed assets used in connection with the gaming, lodging and entertainment activities conducted at Mohegan Sun or Pocono (but specifically excluding any Restricted Subsidiary which is a passive landowner of property which is not actively used in such activities), (b) each Statutory Online Gaming Subsidiary and (c) as of any date of determination, any Restricted Subsidiary whose consolidated assets and operations, as of the last day of the then most recently ended Fiscal Quarter for which financial statements have been delivered pursuant to Section 8.01(b), account for 5% or more of the consolidated total assets of

the Parent Borrower and its Restricted Subsidiaries as of that date or 5% or more of Consolidated EBITDA of the Parent Borrower and its Restricted Subsidiaries for the four-Fiscal Quarter period ending on that date.

"Maturity Date" means (a) with respect to the Initial Revolving Credit Facility, the earlier of (i) April 10, 2030 and (ii) the Springing Maturity Date, (b) with respect to any Other Revolving Credit Facility, as set forth in the applicable Refinancing Amendment, and (c) with respect to any Extended Revolving Facility, as set forth in the applicable Extension Amendment.

"Maximum Priority Distributions Amount" means, (a)(i) for the Fiscal Year ending on September 30, 2025 (inclusive of "Priority Distributions" under the Existing Credit Agreement made in such Fiscal Year prior to the Closing Date), $75,800,000 and (ii) for each Fiscal Year thereafter, an amount equal to the lesser of (A) 102.0% of the Maximum Priority Distributions Amount for the prior Fiscal Year (as determined in accordance with this definition) and (B) the product of (1) $75,800,000 and the (2) CPI Increase for such Fiscal Year, and (b) for any Fiscal Quarter, the Maximum Priority Distributions Amount for the Fiscal Year of such Fiscal Quarter (as determined in accordance with this definition) divided by 4.

"Maximum Rate" has the meaning specified in Section 12.10.

"MD Assignment, Assumption and License Agreement" means that certain Assignment, Assumption and License Agreement, dated as of April 24, 2025, between Mohegan Digital, LLC, and MS Digital Connecticut, LLC.

"MGHC Subsidiary" means Mohegan Global Holding Corporation, a federally chartered corporation formed under Section 17 of the Indian Reorganization Act of 1934, as amended, and a wholly-owned Subsidiary of the Parent Borrower.

"Minimum Collateral Amount" means, at any time, (a) with respect to Cash Collateral consisting of cash or deposit account balances, an amount equal to 105% of the Fronting Exposure of the L/C Issuer with respect to Letters of Credit issued and outstanding at such time and (b) otherwise, an amount determined by the Administrative Agent and the L/C Issuer in their sole discretion.

"Mohegan Escrow Issuer" means Mohegan Escrow Issuer, LLC, a Delaware limited liability company.

"Mohegan Golf Mortgage" means that certain Open-End Mortgage Deed, Assignment of Leases and Rents and Security Agreements, dated as of the Closing Date, executed by Mohegan Golf, LLC with respect to the real property described on Schedule 6.08B and the improvements and fixtures thereon.

"Mohegan Sun" means the casino property and related transportation, retail, dining and entertainment facilities, including the Casino of the Sky, Casino of the Wind and Casino of the Earth, and the Sky Hotel Tower (including any future expansions thereof), owned or leased by the Parent Borrower commonly known as "Mohegan Sun" and located in Uncasville, Connecticut, which facilities are located upon the real property described on Schedule 5.06.

"Mohegan Sun Disposition" means any Disposition of all or any material portion of Mohegan Sun, whether by sale or lease of the underlying assets, fee owned or leased real property or otherwise.

"Mohegan Sun Korea Management Agreement" has the meaning specified in Section 7.16.

"Mohegan Sun Korea Project" means the integrated resort, casino and related facilities located in Incheon, South Korea and owned by Inspire Integrated Resort Co. Ltd., a joint venture of Mohegan Gaming Advisors, LLC, a wholly-owned Unrestricted Subsidiary of the Parent Borrower.

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Multiemployer Plan" means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which the Parent Borrower or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding six plan years, has made or been obligated to make contributions.

"Multiple Employer Plan" means a Plan which has two or more contributing sponsors (including the Parent Borrower or any ERISA Affiliate) at least two of whom are not under common control, as such a plan is described in Section 4064 of ERISA.

"Net Cash Proceeds" means:

(a) with respect to the incurrence or issuance of any Indebtedness by the Parent Borrower or any of its Restricted Subsidiaries, the cash proceeds received in connection with such transaction, net of underwriting or placement agents' fees, discounts and commissions and other reasonable and customary out-of-pocket expenses incurred by the Parent Borrower or such Subsidiary in connection therewith; and

(b) with respect to any Disposition or any Extraordinary Loss, the excess, if any, of (i) the sum of cash and cash equivalents received in connection with such transaction (including any cash received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, but only as and when so received and excluding business interruption and delay in completion insurance proceeds) over (ii) the sum of (A) the amount of any Indebtedness that is secured by such asset and that is required to be repaid in connection with such transaction (other than Indebtedness under the Loan Documents or that is secured on a *pari passu* or junior lien basis to the Obligations), including Indebtedness repaid in order to obtain a necessary consent to such Disposition or Extraordinary Loss or required to be repaid by applicable law, (B) the reasonable out-of-pocket expenses incurred by the Parent Borrower or any Restricted Subsidiary in connection with such transaction, (C) all Federal, state, provincial, foreign and local taxes arising in connection with such Disposition or Extraordinary Loss that are paid or required to be accrued as a liability under GAAP by such Person or its Restricted Subsidiaries, and (D) all contractually required distributions and other payments made to minority interest holders (but excluding distributions and payments to Affiliates of such Person) in Restricted Subsidiaries of such Person as a result of such Disposition or Extraordinary Loss which would otherwise constitute Net Cash Proceeds.

"Net Income" means, with respect to any Person for any period, the net income (loss) of such Person for such period, determined in accordance with GAAP and before any reduction in respect of dividends on preferred interests, excluding, however:

(a) any gain or loss, together with any related provision for taxes on such gain or loss, realized in connection with (A) any Asset Sale (as defined in the First Lien Notes Indenture) (including, without limitation, Dispositions pursuant to Sale/Leaseback Transactions), (B) the Disposition of any Securities by such Person or any of its Restricted Subsidiaries or the extinguishment of any Indebtedness of such Person or any of its Restricted Subsidiaries or (C) any sale, transfer or other disposition of Income Assets (as defined in the First Lien Notes Indenture) in connection with Permitted Lease Financings (as defined in the First Lien Notes Indenture) or otherwise;

(b) (A) any extraordinary or nonrecurring item, together with any related provision for taxes on such extraordinary or nonrecurring item and (B) any severance expenses or charges pertaining to workforce reductions;

(c) any fees, expenses or charges related to any incurrence, refinancing, replacement or repurchase of or tender for any Indebtedness that was permitted to be incurred under this Agreement (including without limitation the incurrence of the First Lien Notes issued on the Closing Date and the entry into and/or incurrence of Indebtedness under the Facility on the Closing Date); and

(d) in the case of any Person that is a partnership or a limited liability company, the amount of withholding for tax purposes of such Person for such period.

"Non-Consenting Lender" means any Lender that does not approve any consent, waiver or amendment that requires the approval of all Lenders or all affected Lenders or all Lenders (or all affected Lenders) of a Facility in accordance with the terms of Section 12.01 and has been approved by the Required Lenders.

"Non-Defaulting Lender" means, at any time, each Lender that is not a Defaulting Lender at such time.

"Non-Extension Notice Date" has the meaning specified in Section 2.03(b)(iii).

"Northeast Gaming Operations" means casino gaming, sports betting, fantasy sports betting, i-gaming and online gaming operations (for the avoidance of doubt, excluding Keno lottery games outside of casino operations), projects or developments in the states of New York, Pennsylvania, Connecticut, Rhode Island, Massachusetts, New Hampshire, Vermont or Maine. For the avoidance of doubt, "Northeast Gaming Operations" does not include hotel, retail or other non-gaming activities, whether or not co-located with casino and other gaming operations.

"Notice of Intent to Cure" has the meaning specified in Section 10.05.

"Obligations" means all advances to, and debts, liabilities, obligations, covenants and duties of, the Tribe or any Loan Party arising under any Loan Document, Secured Hedge Agreement, Secured Cash Management Agreement, Erroneous Payment Subrogation Rights or

otherwise with respect to any Loan or Letter of Credit, Swap Contract under a Secured Hedge Agreement, Secured Cash Management Agreement, or Erroneous Payment Subrogation Rights, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against the Tribe or any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding; provided that the Obligations of any Guarantor shall exclude any Excluded Swap Obligations with respect to such Guarantor.

"OFAC" means the Office of Foreign Assets Control of the United States Department of the Treasury.

"OID" has the meaning specified in the definition of "All-in Yield".

"Operating Accounts" means the deposit and securities accounts of the Parent Borrower and the Restricted Subsidiaries described on Schedule 6.22, and each other deposit, securities, savings, brokerage or similar account hereafter established by the Parent Borrower and the Restricted Subsidiaries, provided that Operating Accounts shall not include (i) the accounts designated on Schedule 6.22 as "Operating Account Exclusions," (ii) any other deposit, securities, savings, brokerage or similar account hereafter established that in the aggregate for all such accounts contain less than $1,000,000 on deposit therein, (iii) any other deposit, securities, savings, brokerage or similar account hereafter existing for the purpose of collecting or disbursing funds for the payment of payroll, medical insurance and workmen's compensation claims, tip money belonging to employees, money belonging to patrons, required bankroll deposits for online casino and sportsbook businesses and other disbursements of a similar nature, or accounts for the short-term investment of such funds pending their disbursement, or statutory or trust accounts (including horsemen and lottery accounts) or (iv) any other deposit, securities, savings, brokerage or similar account, the funds in which are swept at least once per day into an Operating Account subject to an Account Control Agreement and in the aggregate for all such accounts in this clause (iv) contain less than $5,000,000 on deposit therein.

"Organization Documents" means, (a) with respect to the Tribe, the Constitution, (b) with respect to the Parent Borrower, the Gaming Authority Ordinance, (c) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (d) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (e) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than any such connection arising from such Recipient having executed, delivered, become

a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"Other Junior Indebtedness" shall mean the Senior Unsecured Notes (and any Permitted Refinancing thereof that is not incurred under this Agreement), the Second Lien Notes (and any Permitted Refinancing thereof that is not incurred under this Agreement) and Indebtedness incurred pursuant to Section 9.03(f), (i), (k) or (n) that is secured by a Lien on Collateral junior to the Liens securing the Obligations or that is unsecured.

"Other Revolving Commitments" means Revolving Commitments that result from a Refinancing Amendment.

"Other Revolving Credit Facility" means any Revolving Credit Facility consisting of Other Revolving Commitments.

"Other Revolving Loans" means one or more tranches of Revolving Loans that result from a Refinancing Amendment.

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 3.06).

"Outside Affiliates" means those Affiliates of the Tribe other than Parent Borrower and its Restricted Subsidiaries.

"Outstanding Amount" means (a) with respect to Revolving Loans and Swingline Loans on any date, the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of Revolving Loans and Swingline Loans, as the case may be, occurring on such date; and (b) with respect to any L/C Obligations on any date, the amount of such L/C Obligations on such date after giving effect to any L/C Credit Extension occurring on such date and any other changes in the aggregate amount of the L/C Obligations as of such date, including as a result of any reimbursements of outstanding unpaid drawings under any Letters of Credit or any reductions in the maximum amount available for drawing under Letters of Credit taking effect on such date.

"Overdraft Services Agreement" means, collectively, (i) that certain Line of Credit Agreement, dated as of October 12, 2023, as amended by a First Amendment and Joinder to Line of Credit Agreement, dated as of April 24, 2025, by and between the Borrowers and Fifth Third Bank, National Association, as the Swingline Lender and (ii) the Commercial Credit Sweep Services Terms and Conditions (as defined in the Line of Credit Agreement referred to in clause (i) of the definition hereof), together with all other promissory notes and other agreements between the Borrowers and the Swingline Lender related thereto, in each case, as amended, amended and restated, supplemented or otherwise modified from time to time.

"Ownership Interest" means, with respect to any Person, Capital Stock of such Person or any interest which carries the right to elect or appoint any members of the management board or the board of directors or other executive office of such Person.

"Parent Borrower" has the meaning specified in the introductory paragraph hereto.

"Participant" has the meaning specified in Section 12.07(d).

"Participant Register" has the meaning specified in Section 12.07(d).

"Payment Recipient" has the meaning specified in Section 11.13(a).

"PBGC" means the Pension Benefit Guaranty Corporation.

"Pennsylvania Tax Revenues" means the portion of the revenues of Downs Racing, L.P. which is required to be paid to the Commonwealth of Pennsylvania as a tax under the Pennsylvania Race Horse Development and Gaming Act, 4 Pa.C.S. § 1101 *et seq*. (as amended).

"Pension Plan" means any employee pension benefit plan (as such term is defined in Section 3(2) of ERISA, including a Multiple Employer Plan), other than a Multiemployer Plan, that is sponsored or maintained by the Parent Borrower or any ERISA Affiliate, or to which the Parent Borrower or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a Multiple Employer Plan or other plan described in Section 4064(a) of ERISA, to which the Parent Borrower or any ERISA Affiliate has made (or has been obligated to make) contributions at any time during the immediately preceding six plan years.

"Perfection Certificate" means a certificate substantially in the form of Exhibit J.

"Permitted Acquisition" means the purchase or other acquisition after the Closing Date by a Loan Party of property and assets or businesses of any Person or of assets constituting a business unit, a line of business or division of such Person, or all of the Capital Stock in a Person that, upon the consummation thereof, will be a Guarantor (including as a result of a merger or consolidation); provided that, with respect to each such purchase or other acquisition:

(a) each such newly created or acquired Subsidiary (and, to the extent required by Section 8.13, each of the Subsidiaries of such created or acquired Subsidiary) shall be a Guarantor and shall have complied with the requirements of Section 8.13, within the time periods specified therein (or, as to real property collateral, deposit accounts and such other collateral as the Administrative Agent may agree, such time periods as the Administrative Agent may agree in its sole discretion);

(b) after giving effect to the applicable purchase or acquisition, on a Pro Forma Basis the Senior Secured Net Leverage Ratio would not exceed 0.25:1.00 less than the maximum Senior Secured Net Leverage Ratio then permitted under Section 9.10;

(c) such purchase or other acquisition is not "hostile" and the acquired property, assets, business or Person is in the same line of business as the Parent Borrower or a business substantially related or incidental thereto;

(d) (i) immediately before and after giving effect to such purchase or other acquisition, no Default or Event of Default shall have occurred and be continuing and (ii) immediately after giving effect thereto on a Pro Forma Basis as of the last day of the most recently-ended Test Period the Borrowers shall be in compliance with Section 9.10;

(e) no Person acquired pursuant to, or formed to effect, a Permitted Acquisition may be designated as an Unrestricted Subsidiary simultaneously with the consummation of such Permitted Acquisition;

(f) any Person acquired pursuant to a Permitted Acquisition that will, upon the consummation thereof, become a Restricted Subsidiary of the Parent Borrower shall be wholly-owned, directly or indirectly, by the Parent Borrower; and

(g) the Borrower Representative shall have delivered to the Administrative Agent, no later than five (5) Business Days after the date on which any such purchase or other acquisition is consummated, a certificate of a Responsible Officer, in form and substance reasonably satisfactory to the Administrative Agent, certifying that all of the requirements set forth in this definition have been satisfied or will be satisfied substantially simultaneously with the consummation of such purchase or other acquisition.

"Permitted Junior Debt Conditions" means, in respect of any Indebtedness, that such Indebtedness (i) does not have a scheduled maturity date prior to the date that is 180 days after the latest Maturity Date then in effect at the time of issuance for any then-existing Facility, (ii) shall not have any scheduled principal payments or be subject to any mandatory redemption, prepayment, or sinking fund (except for customary change of control (and, in the case of convertible or exchangeable debt instruments, delisting) provisions and customary asset sale or event of loss provisions that permit application of the applicable proceeds to the payment of the Obligations prior to application to such Indebtedness) due prior to the date that is 180 days after the latest Maturity Date then in effect at the time of issuance for any then-existing Facility, (iii) is not at any time incurred or guaranteed by the Parent Borrower or any Subsidiary of the Parent Borrower other than a Borrower or a Guarantor, (iv) has terms (excluding pricing, fees, original issue discount, rate floors, premiums, optional prepayment or optional redemption provisions) that are (as determined by the Borrowers in good faith), taken as a whole, no more restrictive to the Parent Borrower and its Restricted Subsidiaries than the terms set forth in this Agreement and (v) to the extent secured by any Collateral, the holders of which (or their authorized representatives) shall have subordinated their Liens thereon to the Liens of the Collateral Trustee securing the Obligations pursuant to the Collateral Trust Agreement as "Parity Lien Obligations" (or more junior Lien obligations) thereunder and/or pursuant to a Customary Intercreditor Agreement. For the avoidance of doubt, the usual and customary terms of debt instruments issued in a registered offering or under Rule 144A of the Securities Act shall be deemed to be no more restrictive to the Parent Borrower and its Restricted Subsidiaries than the terms set forth in this Agreement and the Second Lien Notes as in effect on the Closing date shall be deemed to satisfy the Permitted Junior debt Conditions.

"Permitted Junior Lien Indebtedness" means any Indebtedness of a Loan Party (and Guarantees of any Loan Party in respect thereof) that (a) is secured by the Collateral on a second priority (or other junior priority) basis to the Liens securing the Obligations pursuant to the

Collateral Trust Agreement or a Customary Intercreditor Agreement and is not secured by any property or assets of the Parent Borrower or any Subsidiary other than the Collateral and (b) meets the Permitted Junior Debt Conditions.

"Permitted Liens" means the Liens permitted under Section 9.01.

"Permitted Pari Passu Debt Conditions" means, in respect of any Indebtedness, that such Indebtedness (i) does not have a scheduled maturity date prior to the latest Maturity Date then in effect at the time of issuance for any then-existing Facility, (ii) shall not have any scheduled principal payments in excess of 1.0% of the initial principal amount thereof per year or be subject to any mandatory redemption, prepayment, or sinking fund (except for customary change of control (and, in the case of convertible or exchangeable debt instruments, delisting) provisions and customary asset sale or event of loss provisions and non-permitted debt provisions that permit the *pro rata* sharing of such prepayments with the Facilities) due prior to the latest Maturity Date then in effect at the time of issuance for any then-existing Facility, (iii) is not at any time guaranteed by the Parent Borrower or any Subsidiary of the Parent Borrower other than a Borrower or a Guarantor, (iv) has terms (excluding pricing, fees, original issue discount, rate floors, premiums, optional prepayment or optional redemption provisions) that are (as determined by the Borrowers in good faith), taken as a whole, no more restrictive to the Parent Borrower and its Restricted Subsidiaries than the terms set forth in this Agreement, and (v) is not secured by any property or assets of the Parent Borrower or any Subsidiary other than the Collateral and the holders of which (or their authorized representatives) shall have become parties to the Collateral Trust Agreement.

"Permitted Pari Passu Indebtedness" means any Indebtedness of a Loan Party (and Guarantees of any Loan Party in respect thereof) that (a) is secured by the Collateral on a pari passu basis to the Liens securing the Obligations pursuant to the Collateral Trust Agreement and is not secured by any property or assets of the Parent Borrower or any Subsidiary other than the Collateral and (b) meets the Permitted Pari Passu Debt Conditions.

"Permitted Refinancing" means, with respect to any Indebtedness, any Indebtedness incurred to refinance such Indebtedness so long as:

(a) any such refinancing Indebtedness shall (i) not have a stated maturity or, other than in the case of a revolving credit facility, a Weighted Average Life to Maturity that is shorter than that of the Indebtedness being refinanced, (ii) if the Indebtedness being refinanced (or the Liens securing such Indebtedness) is subordinated to the Obligations (or to the Liens securing the Obligations, if applicable) by its terms or by the terms of any agreement or instrument relating to such Indebtedness, be (and be secured by Liens, if applicable) at least as subordinate to the Obligations (or to the Liens securing the Obligations) as the Indebtedness being refinanced (and except for a Permitted Refinancing of Senior Unsecured Notes pursuant to Section 9.03(c)(A) that will be secured by a Lien permitted by Section 9.01(y), unsecured if the refinanced Indebtedness is unsecured) and (iii) be in a principal amount that does not exceed the principal amount so refinanced (or, if purchased at a discount, such discounted amount), plus, accrued interest, plus, any customary premium or other payment required to be paid in connection with such refinancing, plus, the amount of customary fees and expenses of the Parent Borrower or any of its Restricted Subsidiaries incurred in connection with such refinancing, plus, any unutilized commitments thereunder;

(b) such Indebtedness being refinanced shall be repaid, satisfied and discharged or constitute Defeased Indebtedness, and all accrued interest, fees and premiums (if any) in connection therewith shall be paid or provided for, on the date such Permitted Refinancing is issued, incurred or obtained; and

(c) the obligors on such refinancing Indebtedness shall not include any Person that is not an obligor on the Indebtedness being refinanced; provided that any Loan Party shall be permitted to guarantee any such refinancing Indebtedness of any other Loan Party.

"Permitted Rights of Others" means Rights of Others consisting of (a) an interest (other than a legal or equitable co-ownership interest, an option or right to acquire a legal or equitable co-ownership interest and any interest of a ground lessor under a ground lease) that does not materially impair the value or use of property for the purposes for which it is or may reasonably be expected to be held, (b) an option or right to acquire a Lien that would be a Permitted Lien (other than a Lien that is a Permitted Lien as a result of this clause (b)), (c) Rights of Others pursuant to contracts in respect of Dispositions permitted hereunder, (d) the reversionary interest of a landlord under a lease of Property and (e) rights of lessors in personal Property leased by the Parent Borrower and its Restricted Subsidiaries from such lessors.

"Permitted Tribal Payments" means payments for governmental goods and services provided to Parent Borrower or any of its Restricted Subsidiaries by the Tribe or any of its representatives, political subunits, councils, agencies, instrumentalities or subsidiaries, in each case to the extent included in the calculation of Consolidated EBITDA (including charges for utilities, police and fire department services, health and emergency medical services, gaming commission and surveillance services, gaming disputes court and legal services, workers compensation and audit committee services, human resources services, finance and information technology services, construction, development and environmental related services, rental or lease agreements, the *pro rata* portion of Tribal Council costs and salaries attributable to the operations of the Parent Borrower and its Restricted Subsidiaries, and similar *pro rata* costs of other tribal departments), in each case, to the extent that the costs of such departments are reasonably attributable to the operations of the Borrower and its Restricted Subsidiaries, provided that such payments are not duplicative of taxes imposed by the Tribe upon Borrower or its Restricted Subsidiaries and its operations.

"Permitted Unsecured Indebtedness" means any Indebtedness of a Loan Party (and Guarantees of any Loan Party in respect thereof) that (a) is unsecured and (b) meets the Permitted Junior Debt Conditions.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Plan" means any employee benefit plan within the meaning of Section 3(3) of ERISA (including a Pension Plan) established by the Parent Borrower or any of its Restricted Subsidiaries or to which the Parent Borrower or any of its Restricted Subsidiaries is required to contribute on behalf of any of its employees or, with respect to any such plan that is subject to Section 412 or 430 of the Code or Section 302 or 303 or Title IV of ERISA, established by any ERISA Affiliate or to which any ERISA Affiliate is required to contribute on behalf of any of its employees.

"Platform" has the meaning specified in Section 8.02.

"Pledge Agreement" means that certain First Lien Pledge Agreement, dated as of the Closing Date, by each Borrower, each Guarantor as of the Closing Date and each future Restricted Subsidiary that may subsequently become party thereto in favor of the Collateral Trustee for the ratable benefit of the Secured Parties and the other Priority Lien Secured Parties (as defined in the Collateral Trust Agreement), as amended, modified, renewed, restated, amended and restated, or replaced, in whole or in part, from time to time.

"Pocono" means the harness racetrack and casino known as Mohegan Sun Pocono located in Plains Township, Pennsylvania, and related assets.

"Pocono Disposition" means any Disposition of all or any portion of Pocono, whether by sale of the underlying assets, the sale of Capital Stock in the Pocono Subsidiaries or otherwise; provided that a Disposition solely of personal property located at Pocono without a concurrent sale or lease of the underlying real estate (and otherwise not as a going concern) shall not constitute a Pocono Disposition.

"Pocono Mortgages" means the Open-End Mortgage and Security Agreements, dated as of the Closing Date, executed by those of the Pocono Subsidiaries owning real property interests underlying Pocono with respect thereto.

"Pocono Subsidiaries" means, collectively, (a) Downs Racing, L.P., a Pennsylvania limited partnership, Backside, L.P., a Pennsylvania limited partnership, Mill Creek Land, L.P., a Pennsylvania limited partnership, Northeast Concessions, L.P., a Pennsylvania limited partnership, and Mohegan Commercial Ventures PA, LLC, a Pennsylvania limited liability company, and their respective successors, and (b) any other Persons formed as Restricted Subsidiaries of the Parent Borrower for the purpose of owning or operating Pocono or any of the businesses related thereto.

"Pre-Opening Expenses" means, for any fiscal period, pre-opening expenses of any new hotel or gaming facility during that period, determined in accordance with GAAP.

"Priority Distribution Agreement" means that certain Priority Distribution Agreement, dated as of August 1, 2001, between the Tribe and the Parent Borrower, as amended December 31, 2014 (as the same may be further amended, restated, supplemented or otherwise modified from time to time, so long as a true, correct and complete copy of any such amendment, restatement, supplement or modification has been provided to the Administrative Agent).

"Priority Distributions" means distributions or similar payments made by the Parent Borrower to the Tribe in an aggregate amount not to exceed the Maximum Priority Distributions Amount for the applicable Fiscal Year or Fiscal Quarter, as applicable; provided that any such distribution or similar payment not made during the Fiscal Quarter in which it was first permitted as a Priority Distribution may be made as a Priority Distribution in any subsequent Fiscal Quarter of the applicable Fiscal Year or the following Fiscal Year (provided that if any such amount is so carried over, it will not be deemed used in the applicable subsequent Fiscal Quarter until after the making of any Priority Distributions permitted for such subsequent Fiscal Quarter). Subject to the

limitations set forth above, Priority Distributions include priority distribution payments made by the Parent Borrower under the Priority Distribution Agreement.

"Pro Forma Basis" means, with respect to compliance with any test or covenant or calculation of any ratio hereunder, the determination or calculation of such test, covenant or ratio (including in connection with Specified Transactions) in accordance with Section 1.08.

"Pro Rata Share" means, with respect to any Commitment of a Lender under any Revolving Credit Facility at any time, a fraction (expressed as a percentage, carried out to the ninth decimal place), the numerator of which is the amount of the respective Commitment of such Lender under such Facility at such time and the denominator of which is the amount of the aggregate amount of Commitments under such Facility at such time; provided that if the commitment of each Revolving Lender to make Revolving Loans and the obligation of the L/C Issuer to make L/C Credit Extensions have been terminated, then the Pro Rata Share of each Revolving Lender shall be determined based on the Pro Rata Share of such Revolving Lender immediately prior to such termination and after giving effect to any subsequent assignments made pursuant to the terms hereof.

"Property" of a Person means any and all property, whether real, personal, tangible, intangible, or mixed, of such Person, or other assets owned, leased or operated by such Person.

"Protected Assets" means (i) any assets of the Tribe, or any instrumentality or subsidiary of the Tribe against which it would be a violation of federal law, applicable state law or the Compact to encumber or to enforce remedies hereunder; (ii) any real property held in trust in the name of the United States or subject to restrictions against alienation by the United States for the benefit of the Parent Borrower or the Tribe and all improvements, fixtures and accessions affixed or attached to such real property; (iii) any deposit or securities account of the Tribe or any instrumentality or subsidiary of the Tribe, and any money, securities or other assets credited thereto, in each case (a) held for the purpose of collecting and disbursing funds for payroll, medical insurance, worker's compensation claims and other purposes related thereto, (b) held in escrow or pursuant to a fiduciary obligation on behalf of, or for the benefit of, one or more Persons other than the Parent Borrower or a Restricted Subsidiary or (c) held for contract health or social services under federal laws or contracts; (iv) any assets of the Tribe employed in the provision of governmental services (including real property and related improvements, fixtures and accessions affixed or attached to such real property used for tribal housing, health care, education, museum or general governmental services) or containing or constituting materials of cultural significance; (v) any ownership interests of the Tribe in Gaming under IGRA (including, for the avoidance of doubt, the interests of the Tribe under the Connecticut Online Gaming Act related to Gaming under IGRA) (but excluding any proceeds thereof); and (vi) any account receivable in respect of or other entitlement to Permitted Tribal Payments and Priority Distributions (but not, for the avoidance of doubt, any receipts or proceeds of such account receivable or entitlement to the extent not otherwise constituting a Protected Asset).

"Public Lender" has the meaning specified in Section 8.02.

"QFC Credit Support" has the meaning specified in Section 12.34.

"Rating Agency" means each of S&P, Moody's, Fitch and any "nationally recognized statistical rating organization" (within the meaning of Section 3(a)(62) of the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Securities and Exchange Commission promulgated thereunder).

"Ratio Debt Threshold" means, at any time, (a) with respect to Subordinated Indebtedness or unsecured senior Indebtedness, a Total Net Leverage Ratio of 4.80 to 1.00 and a Fixed Charge Coverage Ratio of 2.00 to 1.00, (b) with respect to Permitted Junior Lien Indebtedness, a Senior Secured Net Leverage Ratio of 3.50 to 1.00 and (c) with respect to Permitted Pari Passu Indebtedness, a First Lien Net Leverage Ratio of 1.50 to 1.00.

"Recipient" means the Administrative Agent, any Lender, the Swingline Lender or the L/C Issuer as applicable.

"Referendum Action" has the meaning specified in Section 5.13.

"Refinanced Debt" has the meaning specified in the definition of "Credit Agreement Refinancing Indebtedness".

"Refinancing Amendment" means an amendment to this Agreement in form and substance reasonably satisfactory to the Administrative Agent and the Borrowers executed by each of (a) the Borrowers, (b) the Tribe, (c) the Administrative Agent and (d) each additional Lender and each existing Lender that agrees to provide any portion of the Credit Agreement Refinancing Indebtedness being incurred pursuant thereto, in accordance with Section 2.19.

"Register" has the meaning specified in Section 12.07(c).

"Relevant Governmental Body" means the Federal Reserve Board or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board or the Federal Reserve Bank of New York, or any successor thereto.

"Reinvest" or "Reinvestment" means the application of funds for any of the following purposes: (a) to reinvest in Property (other than cash, cash equivalents or securities) to be owned by the Parent Borrower or a Restricted Subsidiary and used in a business permitted by Section 9.07, (b) to pay the costs of improving, restoring, replacing or developing any Property owned by the Parent Borrower or a Restricted Subsidiary which is used in a business permitted by Section 9.07 or (c) to fund one or more Investments in any other Person engaged primarily in a business permitted by Section 9.07 (including the acquisition from third parties of Capital Stock of such Person) as a result of which such other Person becomes a Restricted Subsidiary; provided, however, that the Net Cash Proceeds of any Disposition or Extraordinary Loss of any Collateral may only be so applied to Reinvestment in new or additional Collateral. For the avoidance of doubt, funds expended by the Parent Borrower or any of its Restricted Subsidiaries for any of the foregoing purposes after the applicable Disposition or the Extraordinary Loss, regardless of the timing of receipt of any insurance proceeds or other payment that is included in the computation of Net Cash Proceeds, shall be included in the computation of funds that have been Reinvested.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents and advisors of such Person and of such Person's Affiliates.

"Reportable Event" means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30 day notice period has been waived.

"Request for Credit Extension" means (a) with respect to a Borrowing, conversion or continuation of Revolving Loans, a Revolving Loan Notice and (b) with respect to an L/C Credit Extension, a Letter of Credit Application.

"Required Lenders" means, as of any date of determination, Lenders having more than 50% of the sum of (a) Total Outstandings (with the aggregate amount of each Lender's risk participation and funded participation in L/C Obligations and Swingline Loans being deemed "held" by such Lender for purposes of this definition) and (b) the aggregate unused Revolving Commitments; provided that the Commitment of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

"Requirement of Law" means, as to any Person, the Organization Documents of such Person and any Law or judgment, award, decree, writ or determination of a Governmental Authority, in each case applicable to or binding upon such Person or any of its Property or to which such Person or any of its Property is subject.

"Resolution Authority" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Responsible Officer" means (a) as to the Tribe, the Chairman, Vice-Chairman and Treasurer of the Tribal Council of the Tribe, the Chief Operating Officer of the Tribe, the Chief Financial Officer of the Tribe and the Attorney General of the Tribe, (b) as to Parent Borrower, the Chairman, Vice-Chairman and Treasurer of the Management Board, the Chief Executive Officer, the Chief Operating Officer, the Chief Financial Officer, the Corporate Treasurer and the Chief Accounting Officer, and (c) as to each other Loan Party, the chief executive officer, president, chief financial officer, treasurer, secretary and manager of such Loan Party (or such Loan Party's manager, sole member or general partner as applicable). Any document delivered hereunder that is signed by a Responsible Officer of the Tribe or a Loan Party shall be conclusively presumed to have been authorized by all necessary tribal, corporate, limited liability company, partnership and/or other action on the part of the Tribe or such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of the Tribe or such Loan Party.

"Restricted Debt Issuance" means the incurrence by the Parent Borrower or any Restricted Subsidiary after the Closing Date of any Credit Agreement Refinancing Indebtedness pursuant to Section 2.19 or any Indebtedness that is not permitted by Section 9.03.

"Restricted Payment" means (a) any transfer of cash or other Property from Parent Borrower or any of its Restricted Subsidiaries to the Tribe or any of its members or Outside Affiliates, (b) any retirement, redemption, purchase or other acquisition for value by the Parent Borrower or any of its Restricted Subsidiaries of any Capital Stock of the Parent Borrower or any

Restricted Subsidiary from the Tribe or any of its Outside Affiliates, (c) the declaration or payment by the Parent Borrower or any of its Restricted Subsidiaries of any dividend, distribution or similar payment to the Tribe or any of its members or any of its Outside Affiliates, (d) any Investment (whether by means of loans, advances or otherwise) by the Parent Borrower or any of its Restricted Subsidiaries in Securities or other obligations of the Tribe or any of its Outside Affiliates, or (e) any other payment, assignment or transfer, whether in cash or other Property, from Parent Borrower or any of its Restricted Subsidiaries to the Tribe or any of its members or Outside Affiliates, including the payment of any tax, fee, charge or assessment imposed by the Tribe on Parent Borrower, its Restricted Subsidiaries, their revenues or the Authority Property; provided that none of (A) Permitted Tribal Payments, (B) the making of payments by the Parent Borrower or any of its Restricted Subsidiaries to the Tribe or any of its Affiliates or members in consideration of Property, goods and services provided to Parent Borrower or any of its Restricted Subsidiaries by, or other contractual arrangement (including without limitation the Earth Hotel Lease) with, the Tribe or its Affiliates or members to the extent permitted by Section 9.08, (C) Specified Employee Compensation Payments, (D) the provision of services by the Parent Borrower or any of its Restricted Subsidiaries to the Tribe, its members or any of its Affiliates in the ordinary course of business in exchange for reasonable consideration to Parent Borrower or any of its Restricted Subsidiaries, (E) payments under the Lease, (F) taxes and other charges permitted pursuant to Section 7.07, (G) assessment by the Tribe against Parent Borrower or any of its Restricted Subsidiaries of the regulatory costs and expenses of the Tribe associated with Parent Borrower or any of its Restricted Subsidiaries, (H) Investments in Unrestricted Subsidiaries or joint ventures of the Parent Borrower and its Restricted Subsidiaries otherwise permitted hereunder or (I) the making of Priority Distributions (subject to the limitations set forth in the definition of "Priority Distributions"), shall be considered Restricted Payments.

"Restricted Subsidiary" means each Subsidiary of the Parent Borrower that is not an Unrestricted Subsidiary. For the avoidance of doubt, the Digital Borrower shall be a Restricted Subsidiary of the Parent Borrower. The Borrower may at any time designate an Unrestricted Subsidiary as a Restricted Subsidiary in a written notice from the Borrower Representative to the Administrative Agent so long as (a) no Event of Default shall have occurred and be continuing at the time and immediately after giving effect to such designation, and (b) after giving effect to such designation, the Borrowers would be in compliance with Section 9.10 on a Pro Forma Basis as of the last day of the fiscal quarter most recently ended.

"Revolving Borrowing" or "Borrowing" means a borrowing consisting of simultaneous Revolving Loans of the same Type and, in the case of SOFR Loans, having the same Interest Period made or otherwise held by each of the Revolving Lenders pursuant to Section 2.01.

"Revolving Commitment" or "Commitment" means, as to each Revolving Lender, its obligation to (a) make Revolving Loans to the Borrowers pursuant to Section 2.01 (including Extended Revolving Commitments and Other Revolving Commitments), (b) purchase participations in L/C Obligations, and (c) purchase participations in Swingline Loans, in an aggregate amount not to exceed the amount set forth opposite such Revolving Lender's name in the column labeled "Revolving Commitment" on Annex A, in any subsequent Assignment and Assumption or in any Refinancing Amendment or Extension Amendment, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

"Revolving Commitment Increase Lender" has the meaning specified in Section 2.15(d).

"Revolving Credit Facility" means the Initial Revolving Credit Facility, any Other Revolving Credit Facility and any Extended Revolving Facility, as the case may be.

"Revolving Lender" means each Person party hereto that holds a Revolving Commitment.

"Revolving Loan" means each Loan made by a Revolving Lender under any Revolving Credit Facility.

"Revolving Loan Notice" means a notice of (a) a Revolving Borrowing, (b) a conversion of Revolving Loans from one Type to the other, or (c) a continuation of SOFR Loans, pursuant to Section 2.02(a), which shall be substantially in the form of Exhibit A or such other form as may be approved by the Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent), appropriately completed and signed by a Responsible Officer of the Borrower Representative.

"Revolving Note" means a promissory note made by the Borrowers to a Revolving Lender evidencing that Lender's Pro Rata Share of the Aggregate Revolving Commitments, substantially in the form of Exhibit C, either as originally executed or as the same may from time to time be supplemented, modified, amended, renewed, extended or supplanted.

"Right of Others" means, as to any Property in which a Person has an interest, (a) any legal or equitable right, title or other interest (other than a Lien) held by any other Person in or with respect to that Property, and (b) any option or right held by any other Person to acquire any right, title or other interest in or with respect to that Property, including any option or right to acquire a Lien.

"S&P" means Standard & Poor's Financial Services LLC, a subsidiary of S&P Global Inc. and any successor thereto.

"Sale/Leaseback Transaction" means an arrangement relating to any property (whether real, personal or mixed) owned by any Borrower or a Restricted Subsidiary whereby any Borrower or such Restricted Subsidiary sells or transfers such property to any Person (other than the Borrowers or any of their Restricted Subsidiaries) and such Borrower or such Restricted Subsidiary subsequently leases such property, or other property that it intends to use for substantially the same purpose or purposes as the property so old or transferred, from such Person or its Affiliates.

"Sanction(s)" means any sanction administered or enforced by the United States Government (including without limitation, OFAC), the United Nations Security Council, the European Union, His Majesty's Treasury ("HMT") or other relevant sanctions authority.

"Second Lien Collateral Trustee" means Citibank, N.A., in its capacity as Collateral Trustee under the Collateral Trust Agreement for the benefit of the holders of the Second Lien Notes and the other Parity Lien Secured Parties (as defined in the Collateral Trust Agreement), together with its permitted successors and assigns in such capacity.

"Second Lien Note Documents" means, collectively, the Second Lien Notes, the Second Lien Notes Indenture and the Second Lien Security Documents.

"Second Lien Notes" shall mean the 11.875% Second Priority Senior Secured Notes due 2031, initially issued by Mohegan Escrow Issuer, with its obligations as issuer to be assumed by the Borrowers as co-issuers pursuant to the Second Lien Notes Indenture.

"Second Lien Notes Indenture" means that certain Indenture relating to the Second Lien Notes, dated as of April 10, 2025, between Mohegan Escrow Issuer and the Second Lien Notes Trustee, as supplemented on the Closing Date to join the Borrowers, the Tribe and the Guarantors as parties thereto, and as may be further amended, restated, supplemented or otherwise modified from time to time in accordance with the requirements hereof and thereof.

"Second Lien Notes Trustee" means U.S. Bank Trust Company, National Association, in its capacity as trustee under the Second Lien Notes Indenture, together with its permitted successors and assigns in such capacity.

"Second Lien Security Documents" shall mean the "Security Documents" as defined in the Second Lien Notes Indenture.

"Secured Cash Management Agreement" means any Cash Management Agreement that is entered into by and between a Loan Party and a Cash Management Bank.

"Secured Hedge Agreement" means any Swap Contract that is entered into by and between any Loan Party and any Hedge Bank.

"Secured Parties" means, collectively, the Lenders (including the L/C Issuer and the Swingline Lender), the Hedge Banks under the Secured Hedge Agreements, the Cash Management Banks under the Secured Cash Management Agreements, the Administrative Agent and the Collateral Trustee.

"Securities" means any Capital Stock, shares, voting trust certificates, bonds, debentures, notes or other evidences of indebtedness, membership interests, limited partnership interests, or any warrant, option or other right to purchase or acquire any of the foregoing.

"Security Agreement" means that certain First Lien Security Agreement, dated as of the Closing Date, by each Borrower, each Guarantor as of the Closing Date and each future Restricted Subsidiary that may subsequently become party thereto in favor of the Collateral Trustee for the ratable benefit of the Secured Parties and the other Priority Lien Secured Parties (as defined in the Collateral Trust Agreement), as amended, modified, renewed, restated, amended and restated, or replaced, in whole or in part, from time to time.

"Security Documents" means, collectively, the Security Agreement, the Pledge Agreement, each Account Control Agreement, the Leasehold Mortgage, the Landlord Consent, the Pocono Mortgages, the Mohegan Golf Mortgage, the Collateral Trust Agreement, each joinder agreement to the Collateral Trust Agreement (including in respect of any Permitted Junior Lien Indebtedness and any Permitted Pari Passu Indebtedness), any Customary Intercreditor Agreement and any other pledge agreement, hypothecation agreement, security agreement, account control

agreement, assignment, deed of trust, mortgage or similar instrument executed by a Borrower or a Restricted Subsidiary in favor of the Collateral Trustee or any Secured Party to grant or perfect a Lien to secure the Obligations.

"Senior Secured Net Indebtedness" means, at any time, the aggregate outstanding principal amount of Consolidated Net Funded Indebtedness (for the avoidance of doubt, net of Unrestricted Cash) of the Parent Borrower and of the Restricted Subsidiaries which is secured by Liens on the Collateral as of such date (other than any such Indebtedness that is expressly subordinated in right of payment to the Obligations pursuant to a written agreement).

"Senior Secured Net Leverage Ratio" means the ratio of (a) Senior Secured Net Indebtedness to (b) Consolidated EBITDA for the most recently ended Test Period. Subject to Section 1.08, for purposes of determining such ratio, Senior Secured Indebtedness shall be calculated as of the last day of the applicable Test Period on a Pro Forma Basis.

"Senior Unsecured Notes" means the 13.25% Senior Notes due 2027, issued by the Parent Borrower pursuant to the Senior Unsecured Notes Indenture.

"Senior Unsecured Notes Indenture" means that certain Indenture, dated as of December 9, 2022, as in effect on the Closing Date and as amended, restated, supplemented or otherwise modified from time to time, by the Parent Borrower, the Tribe, the Senior Unsecured Notes Trustee and the Guarantors party thereto.

"Senior Unsecured Notes Trustee" means U.S. Bank Trust Company, National Association, in its capacity as trustee under the Senior Unsecured Notes Indenture, together with its permitted successors and assigns in such capacity.

"SOFR" means a rate equal to the secured overnight financing rate as published by the SOFR Administrator on the website of the SOFR Administrator, currently at http://www.newyorkfed.org (or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time).

"SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"SOFR Borrowing" means, as to any Borrowing, the SOFR Loans comprising such Borrowing.

"SOFR Loan" means a Revolving Loan that bears interest at a rate based on Term SOFR or the Daily SOFR Rate, other than pursuant to clause (c) of the definition of "Base Rate".

"Solvent" and "Solvency" shall mean, for any Person on a particular date, that on such date (a) the fair value of the assets of such Person is greater than the total amount of liabilities, including, without limitation, contingent liabilities, of such Person, (b) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts and liabilities beyond such Person's ability to pay as such debts and liabilities mature, (d) such Person is not engaged in a business or

a transaction, and is not about to engage in a business or a transaction, for which such Person's property would constitute an unreasonably small capital and (e) such Person is able to pay its debts as they become due and payable. For purposes of this definition, the amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability, without duplication.

"SPC" has the meaning specified in Section 12.07(g).

"Specified Employee Compensation Payments" means payments to the Tribe in respect of the Parent Borrower's executive benefit plan, in an aggregate amount not to exceed $5,000,000 per annum, that would otherwise be paid as compensation to employees of the Parent Borrower who are participants of the plan.

"Specified Equity Contribution" has the meaning specified in Section 10.05.

"Specified Sale/Leaseback Transaction" means any Sale/Leaseback Transaction conducted pursuant to Section 9.05(m), the resulting Attributable Indebtedness or other Indebtedness in respect of which is incurred pursuant to Section 9.03(e)(C).

"Specified Transaction" means (a) any incurrence or repayment of Indebtedness of the Parent Borrower or a Restricted Subsidiary, (b) any Investment that results in a Person that is not a Subsidiary becoming a Restricted Subsidiary or an Unrestricted Subsidiary, (c) any Disposition, designation or redesignation of a Subsidiary that results in a Restricted Subsidiary ceasing to be a Restricted Subsidiary or an Unrestricted Subsidiary becoming a Restricted Subsidiary, (d) any acquisition or Investment constituting an acquisition of assets constituting a business unit, line of business or division of another Person, in each case under this subsection (d), with a fair market value of at least $10,000,000 or constituting all or substantially all of the assets of a Person or (e) the making of any Restricted Payment hereunder.

"Specified Tribal Contribution" means at any time after the Closing Date, any cash contributed by the Tribe to the Parent Borrower or its Restricted Subsidiaries or loaned thereto to the extent such loan shall be in the form of Subordinated Indebtedness; provided that (x) until (i) the First Lien Notes are repaid, redeemed, repurchased, exchanged or otherwise satisfied in full, such Subordinated Indebtedness has a Stated Maturity no earlier than the Stated Maturity of the First Lien Notes, (ii) the Second Lien Notes are repaid, redeemed, repurchased, exchanged or otherwise satisfied in full, such Subordinated Indebtedness has a Stated Maturity no earlier than the Stated Maturity of the Second Lien Notes and (iii) the Senior Unsecured Notes are repaid, redeemed, repurchased, exchanged or otherwise satisfied in full, such Subordinated Indebtedness shall have a Stated Maturity no earlier than the Stated Maturity of the Senior Unsecured Notes and (y) until the First Lien Notes, the Second Lien Notes and the Senior Unsecured Notes are repaid, redeemed, repurchased, exchanged or otherwise satisfied in full, such Subordinated Indebtedness shall bear interest solely in-kind and not in cash.

"Springing Maturity Date" means the earlier of (a) (i) the date that is one hundred and eighty one (181) days prior to the final maturity date of the Senior Unsecured Notes, unless, on such date, the aggregate outstanding principal amount of the Senior Unsecured Notes is less than

$100,000,000 and (ii) the date that is one hundred and eighty one (181) days prior to the maturity date of any Indebtedness incurred to refinance, in whole or in part, the Senior Unsecured Notes, unless on such date the aggregate outstanding principal amount of such refinancing Indebtedness (together with the aggregate principal amount of any Senior Unsecured Notes then outstanding) is less than $100,000,000, (b) the date that is ninety one (91) days prior to the final maturity date of the First Lien Notes (including as a result of any "springing maturity" thereof), unless, on such date, no First Lien Notes are outstanding and (c) the date that is ninety one (91) days prior to the final maturity date of the Second Lien Notes (including as a result of any "springing maturity" thereof), unless, on such date, no Second Lien Notes are outstanding.

"Standby Market Access Agreement" means that certain Online Sportsbook and iGaming Market Access Agreement, dated as of April 24, 2025, between Mohegan Digital, LLC, and MS Digital Connecticut, LLC.

"Stated Maturity" means, with respect to any installment of interest or principal on any series of Indebtedness, the date on which such payment of interest or principal was scheduled to be paid (as such date may be extended from time to time) including as a result of any mandatory sinking fund payment or mandatory redemption in the documentation governing such Indebtedness in effect on the Closing Date or, if such Indebtedness is incurred after the Closing Date, in the original documentation governing such Indebtedness, and shall not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof.

"Statutory CT Online Gaming" means any and all online gaming, i-gaming, sports betting, cash-prize fantasy sports and other gaming, gambling, betting or wagering activities conducted pursuant to the Statutory CT Online Gaming Licenses.

"Statutory CT Online Gaming License" means the master wagering license issued to Mohegan Digital, LLC pursuant to the Connecticut Online Gaming Act and all other licenses, permits, authorizations and approvals held by the Tribe or any Governmental Component or Subsidiary of the Tribe in connection therewith or in replacement thereof.

"Statutory CT Online Gaming Subsidiary" means (a) the Digital Borrower, (b) MS Digital Connecticut, LLC, a Delaware limited liability company, and (c) each other Restricted Subsidiary of the Parent Borrower that owns, operates, leases, licenses, manages, or advises any Statutory CT Online Gaming or has any other interest in any Statutory CT Online Gaming Asset.

"Statutory Online Gaming Asset" means (a) any Statutory Online Gaming License, (b) the FanDuel Agreement, the MD Assignment, Assumption and License Agreement and the Standby Market Access Agreement, (c) any Property used substantially exclusively in connection with Statutory Online Gaming and (d) the Capital Stock of any Statutory Online Gaming Subsidiary.

"Statutory Online Gaming Disposition" means any Disposition of all or any material portion of the Statutory Online Gaming Assets, whether by sale or lease of the underlying assets, issuance or sale of Capital Stock of a Statutory Online Gaming Subsidiary or otherwise.

"Statutory Online Gaming Licenses" means any Statutory CT Online Gaming License and any Statutory PA Online Gaming License.

"Statutory Online Gaming Subsidiary" means any Statutory CT Online Gaming Subsidiary and any Statutory PA Online Gaming Subsidiary.

"Statutory PA Online Gaming" means any and all online gaming, i-gaming, sports betting, cash-prize fantasy sports and other gaming, gambling, betting or wagering activities conducted pursuant to the Statutory PA Online Gaming Licenses.

"Statutory PA Online Gaming License" means the iGaming certificates operated by Mohegan Digital Services, LLC which were issued by the Pennsylvania Gaming Control Board to Downs Racing, L.P. to offer online slots and table games in the Commonwealth of Pennsylvania and all other licenses, permits, authorizations and approvals held by the Parent Borrower or any Subsidiary of the Parent Borrower in connection therewith or in replacement thereof.

"Statutory PA Online Gaming Subsidiary" means (a) the Digital Borrower, (b) Mohegan Digital Services, LLC, a Delaware limited liability company, (c) Downs Racing, L.P., a Pennsylvania limited partnership, and (d) each other Restricted Subsidiary of the Parent Borrower that owns, operates, leases, licenses, manages, or advises any Statutory PA Online Gaming or has any other interest in any Statutory PA Online Gaming Asset.

"Subordinated Indebtedness" means all unsecured Indebtedness of the Parent Borrower for money borrowed which is subordinated, upon terms reasonably satisfactory to the Administrative Agent, in right of payment to the payment in full in cash of all Obligations.

"Subsidiary" of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of the Parent Borrower (which, for the avoidance of doubt, shall include the Digital Borrower).

"Supported QFC" has the meaning specified in Section 12.34.

"Swap Contract" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such

master agreement, together with any related schedules, a "Master Agreement"), including any such obligations or liabilities under any Master Agreement.

"Swap Obligation" means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

"Swap Termination Value" means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in subsection (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender).

"Swingline" means the revolving credit facility made available by the Swingline Lender pursuant to Section 2.04.

"Swingline Borrowing" means a borrowing of a Swingline Loan pursuant to Section 2.04.

"Swingline Lender" means Fifth Third Bank, National Association, as Swingline Lender or any other successor swingline lender appointed hereunder and/or under the Overdraft Services Agreement.

"Swingline Loan" has the meaning specified in Section 2.04(a).

"Swingline Loan Notice" means a notice of a Swingline Borrowing in form and substance reasonably satisfactory to the Swingline Lender and the Administrative Agent.

"Swingline Sublimit" means, at any time, an amount equal to $10,000,000, which amount may be increased to an amount not exceeding $25,000,000 upon the written agreement of the Borrowers and the Swingline Lender notwithstanding anything to the contrary in Section 12.01 or otherwise. The Swingline Sublimit is part of, and not in addition to, the Revolving Credit Facilities.

"Synthetic Lease Obligation" means the monetary obligation of a Person under (a) a so-called synthetic, off-balance sheet or tax retention lease, or (b) an agreement for the use or possession of property creating obligations that do not appear on the balance sheet of such Person but which, upon the insolvency or bankruptcy of such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment).

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Term SOFR" means a rate per annum equal to the greater of (a) the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "Term

SOFR Determination Day") that is two (2) Government Securities Business Days prior to the first day of such Interest Period; provided, however, that if as of 5:00 p.m. (New York City time) on any Term SOFR Determination Day, the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding Government Securities Business Day is not more than three (3) Government Securities Business Days prior to such Term SOFR Determination Day, and (b) the applicable Floor.

"Term SOFR Administrator" means CME Group Benchmark Administration Limited (CBA) ("CME") (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

"Term SOFR Determination Day" has the meaning specified in the definition of "Term SOFR".

"Term SOFR Reference Rate" means the forward-looking term rate based on SOFR published by the Term SOFR Administrator and displayed on CME's Market Data Platform (or other commercially available source providing such quotations as may be selected by the Administrative Agent from time to time).

"Test Period" means, for any date of determination, the period of the four most recently ended consecutive fiscal quarters of the Parent Borrower and its Restricted Subsidiaries for which financial statements have been delivered.

"Threshold Amount" means $50,000,000.

"Title Company" means Chicago Title Insurance Company or such other title insurance company as may be reasonably acceptable to the Administrative Agent and the Collateral Trustee.

"Total Net Leverage Ratio" means as of the last day of each Fiscal Quarter the ratio of (a) Consolidated Net Funded Indebtedness to (b) Consolidated EBITDA for the most recently ended Test Period. Subject to Section 1.08, for purposes of determining such ratio, the outstanding Consolidated Net Funded Indebtedness shall be calculated as of the last day of the applicable Test Period on a Pro Forma Basis.

"Total Outstandings" means the aggregate Outstanding Amount of all Loans and all L/C Obligations.

"Total Revolving Outstandings" means the aggregate Outstanding Amount of all Revolving Loans, Swingline Loans and all L/C Obligations.

"Town Agreement" means that certain Agreement, dated as of June 16, 1994, between the Tribe and the Town of Montville, Connecticut, as amended up to the Closing Date.

"Tribal Council" means the Tribal Council of the Tribe elected in accordance with the Constitution.

"Tribal Court" means any tribal court of the Tribe.

"Tribal Entity" means the Parent Borrower and any other Person that conducts or manages gaming activities pursuant to IGRA.

"Tribal Provisions" means Articles V and VII and Sections 12.01, 12.13, 12.14, 12.17, 12.18, 12.19, 12.20, 12.21, 12.22, 12.23, 12.24, 12.30 and 12.32.

"Tribe" has the meaning specified in the introductory paragraph hereto.

"Type" means, with respect to a Revolving Loan, its character as a Base Rate Loan or a SOFR Loan.

"UCC" means the Uniform Commercial Code as in effect from time to time in any applicable jurisdiction.

"UCC Ordinance" means Chapter 7, Article III of the Mohegan Tribe Code, also known as Ordinance Number 98-7 of the Tribe.

"UK Financial Institution" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"Unadjusted Benchmark Replacement" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"United States" and "U.S." mean the United States of America.

"Unreimbursed Amount" has the meaning specified in Section 2.03(c)(i).

"Unrestricted Cash" means the excess of (a) the aggregate amount of unrestricted cash and Cash Equivalents (in each case free and clear of all Liens, other than Permitted Liens (i) that do not restrict the application of such cash and Cash Equivalents to the repayment of the Obligations or (ii) that secure the Obligations) of the Parent Borrower and its Restricted Subsidiaries over (b) $50,000,000.

"Unrestricted Subsidiary" means (1) (a) the Subsidiaries of the Parent Borrower designated as Unrestricted Subsidiaries on Schedule 6.13 on the Closing Date; and (b) each Subsidiary of the Parent Borrower that is so designated in a written notice from the Borrower Representative to the

Administrative Agent so long as after giving effect to any such designation (i) no Event of Default would exist and (ii) the Borrowers would be in compliance with Section 9.10 on a Pro Forma Basis as of the last day of the fiscal quarter most recently ended; and (2) any Subsidiary of an Unrestricted Subsidiary (unless contributed or otherwise transferred to such Unrestricted Subsidiary or any of its Subsidiaries by the Parent Borrower or one or more of its Subsidiaries after the date of designation of the parent entity as an "Unrestricted Subsidiary" hereunder, in which case the Subsidiary so transferred would be required to be independently designated in accordance with the preceding clause (1)). The designation of any Subsidiary as an Unrestricted Subsidiary pursuant to clause (1) of the immediately preceding sentence shall constitute an Investment by the Parent Borrower therein at the date of designation in an amount equal to the fair market value (as determined by the Borrowers in good faith) of the assets of such Subsidiary (less any liabilities of such Subsidiary, excluding the Obligations, that will not constitute liabilities of the Parent Borrower or any Restricted Subsidiary after such designation (and including, for the avoidance of doubt, the fair market value of any Investments of such Subsidiary in its Subsidiaries)) at the time that such Subsidiary is designated as an Unrestricted Subsidiary. The designation of any Unrestricted Subsidiary as a Restricted Subsidiary shall constitute the incurrence at the time of designation of any Indebtedness or Liens of such Subsidiary existing at such time. In no event may the Digital Borrower, any other Statutory Online Gaming Subsidiary or any Pocono Subsidiary that owns an interest in Pocono be designated as an Unrestricted Subsidiary nor may any Unrestricted Subsidiary at any time own or hold any interest in any Statutory Online Gaming Asset.

"U.S. Person" means any Person that is a "United States Person" as defined in Section 7701(a)(30) of the Code.

"U.S. Special Resolution Regimes" has the meaning specified in Section 12.34.

"U.S. Tax Compliance Certificate" has the meaning specified in Section 3.01(d)(ii)(B)(III).

"Weighted Average Life to Maturity" shall mean, on any date and with respect to any Indebtedness (or any applicable portion thereof), an amount equal to (a) the scheduled repayments of such Indebtedness to be made after such date, multiplied by the number of days from such date to the date of each such scheduled repayment divided by (b) the aggregate outstanding principal amount of such Indebtedness; provided that for purposes of determining the Weighted Average Life to Maturity of any Indebtedness being refinanced or any Indebtedness that is being modified, refinanced, refunded, renewed, replaced or extended (the "Applicable Indebtedness"), the effects of any amortization or prepayments made on such Applicable Indebtedness vis-à-vis the amortization schedule prior to the date of the applicable modification, refinancing, refunding, renewal, replacement or extension shall be disregarded.

"WNBA Agreements" means the WNBA Membership Agreement, dated as of January 28, 2003, between WNBA, LLC, a Delaware limited liability company, and the WNBA Subsidiary.

"WNBA Excess Proceeds" means the amount of WNBA Subsidiary Liquidity Event Net Cash Proceeds in excess of the aggregate principal amount of Loans outstanding as of the date of receipt of such WNBA Subsidiary Liquidity Event Net Cash Proceeds.

"WNBA Subsidiary" means Mohegan Basketball Club LLC, a limited liability company formed under the Laws of the Tribe and a wholly-owned Subsidiary of the Parent Borrower, which is the owner and operator of the Women's National Basketball Association franchise known as the Connecticut Sun.

"WNBA Subsidiary Liquidity Event" means any of the following consummated, (a) the incurrence by the WNBA Subsidiary or any Subsidiary thereof of any Indebtedness the proceeds of which are distributed by the WNBA Subsidiary to the Parent Borrower or any of its Subsidiaries (provided that any proceeds thereof not so distributed to the Parent Borrower or any of its Subsidiaries shall be used in the business of the WNBA Subsidiary and its Subsidiaries and may not be transferred, loaned, distributed or otherwise paid to the Tribe or any other Affiliate thereof), (b) the issuance, directly or indirectly, by the WNBA Subsidiary or any Subsidiary thereof of any Capital Stock to any Person other than a Loan Party the proceeds of which are distributed by the WNBA Subsidiary to the Parent Borrower or any of its Subsidiaries (provided that any proceeds thereof not so distributed to the Parent Borrower or any of its Subsidiaries shall be used in the business of the WNBA Subsidiary and its Subsidiaries and may not be transferred, loaned, distributed or otherwise paid to the Tribe or any other Affiliate thereof), (c) the sale, directly or indirectly, by Parent Borrower or any Subsidiary thereof (including the WNBA Subsidiary or any Subsidiary thereof) of any Capital Stock of the WNBA Subsidiary or any Subsidiary thereof to any Person other than a Loan Party or (d) any Disposition by the WNBA Subsidiary of any ownership interest in the Women's National Basketball Association franchise known as the Connecticut Sun to any Person other than a Subsidiary of the Authority.

"WNBA Subsidiary Liquidity Event Net Cash Proceeds" means:

(a) with respect to the incurrence or issuance of any Indebtedness by the WNBA Subsidiary or any Subsidiary thereof, or the issuance, sale, transfer or Disposition of any Capital Stock of the WNBA Subsidiary or any Subsidiary thereof, the cash proceeds received in connection with such transaction, net of underwriting or placement agents' fees, discounts and commissions and other reasonable and customary out-of-pocket expenses incurred by the Parent Borrower or any Subsidiary thereof (including the WNBA Subsidiary and any Subsidiary thereof) in connection therewith; and

(b) with respect to any Disposition by the WNBA Subsidiary or any Subsidiary thereof, the excess, if any, of (i) the sum of cash and cash equivalents received in connection with such transaction (including any cash received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, but only as and when so received and excluding business interruption and delay in completion insurance proceeds) over (ii) the sum of (A) the amount of any Indebtedness that is secured by such asset and that is required to be repaid in connection with such transaction (other than Indebtedness under the Loan Documents or that is secured on a *pari passu* or junior lien basis to the Obligations), including Indebtedness repaid in order to obtain a necessary consent to such Disposition or required to be repaid by applicable law, (B) the reasonable out-of-pocket expenses incurred by the Parent Borrower or any Subsidiary (including the WNBA Subsidiary and any Subsidiary thereof) in connection with such transaction, (C) all Federal, state, provincial, foreign and local taxes arising in connection with such Disposition or Extraordinary Loss that are paid or required to be accrued as a liability under

GAAP by such Person or its Restricted Subsidiaries, and (D) all contractually required distributions and other payments made to minority interest holders (but excluding distributions and payments to Affiliates of such Person) in the WNBA Subsidiary or any Subsidiary thereof as a result of such Disposition.

"Write-Down and Conversion Powers" means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

1.02 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) (i) The words "herein," "hereto," "hereof" and "hereunder" and words of similar import when used in any Loan Document shall refer to such Loan Document as a whole and not to any particular provision thereof.

(ii) Article, Section, Exhibit and Schedule references are to the Loan Document in which such reference appears.

(iii) The term "including" is by way of example and not limitation.

(iv) The term "documents" includes any and all instruments, documents, agreements, certificates, notices, reports, financial statements and other writings, however evidenced, whether in physical or electronic form.

(c) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including;" the words "to" and "until" each mean "to but excluding;" and the word "through" means "to and including." The word "or" is not exclusive.

(d) Unless the context otherwise requires, the expressions "payment in full" "paid in full" and any other similar terms or phrases when used with respect to the Obligations, when used in any Loan Document, shall mean the termination of all the Commitments, payment in full, in cash, of all of the Obligations (other than (x) any unasserted contingent reimbursement or indemnity obligations, (y) L/C Obligations that have been Cash Collateralized pursuant to the terms of this Agreement and (z) Obligations arising under any Secured Hedge Agreement or Secured Cash Management Agreement)

and the cancellation or expiration of all Letters of Credit (other than Letters of Credit that have been Cash Collateralized pursuant to the terms of this Agreement or as to which other arrangements satisfactory to the Administrative Agent and L/C Issuer shall have been made).

(e) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

1.03 Accounting Terms. (a) Except as otherwise specifically prescribed herein, all accounting terms used herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the Audited Financial Statements.

(b) If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either the Borrower Representative or the Required Lenders shall so request, the Administrative Agent, the Lenders and the Borrowers shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders); provided that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the Borrowers shall provide to the Administrative Agent and the Lenders financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

(c) Notwithstanding the foregoing provisions of this Section 1.03 (i) to the extent that any person or entity listed on Schedule 1.03 which the Parent Borrower does not currently consolidate in accordance with GAAP is required to be consolidated with the Parent Borrower for any reason other than its direct or indirect majority equity ownership, such person or entity shall be deconsolidated for purposes of calculating compliance with the financial covenants in Section 9.10 and (ii) any lease that is accounted for by any Person as an operating lease as of the Closing Date and any similar lease entered into after the Closing Date by any Person may, in the sole discretion of the Borrowers, be accounted for as an operating lease and not as a Capital Lease, notwithstanding any change in GAAP occurring after the Closing Date.

1.04 Rounding. Any financial ratios required to be maintained by the Borrowers pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.05 References to Agreements and Laws. Unless otherwise expressly provided herein, (a) references to Organization Documents, agreements (including the Loan Documents) and other contractual instruments shall be deemed to include all subsequent amendments,

restatements, extensions, supplements and other modifications thereto, but only to the extent that such amendments, restatements, extensions, supplements and other modifications are not prohibited by any Loan Document; and (b) references to any Law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such Law.

1.06 Times of Day; Rates.

(a) Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

(b) The Administrative Agent does not warrant or accept responsibility for, and shall not have any liability with respect to (i) administration, construction, calculation, publication, continuation, discontinuation, movement, or regulation of, or any other matter related to, the Base Rate, the Benchmark, or any alternative, successor or replacement rate thereto (including any Benchmark Replacement), any component definition thereof or rates referred to in the definition thereof, including whether any Benchmark is similar to, or will produce the same value or economic equivalence of, any other rate or whether financial instruments referencing or underlying the Benchmark will have the same volume or liquidity as those referencing or underlying any other rate, (ii) the impact of any regulatory statements about, or actions taken with respect to any Benchmark (or component thereof), (iii) changes made by any administrator to the methodology used to calculate any Benchmark (or component thereof) or (iv) the effect, implementation or composition of any Conforming Changes. The Administrative Agent and its affiliates or other related entities may engage in transactions that affect the calculation of the Base Rate, the Benchmark, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto, in each case, in a manner adverse to the Borrowers. The Administrative Agent does not warrant or accept responsibility for, and shall not have any liability with respect to, such transactions. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain the Base Rate, the Benchmark, or any alternative, successor or replacement rate (including any Benchmark Replacement), in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrowers, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

1.07 Letter of Credit Amounts. Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the stated amount of such Letter of Credit in effect at such time, giving effect to any draws thereunder prior to such time that may not be re-drawn; provided, however, that with respect to any Letter of Credit that, by its terms or the terms of any Issuer Document related thereto, provides for one or more automatic increases in the stated amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at such time.

1.08 Certain Calculations and Tests.

(a) Notwithstanding anything to the contrary herein, the Total Net Leverage Ratio, the Senior Secured Net Leverage Ratio, the First Lien Net Leverage Ratio and the Fixed Charge Coverage Ratio shall be calculated in the manner prescribed by this Section 1.08; provided that notwithstanding anything to the contrary in subsections (b) or (c) of this Section 1.08 when calculating the Total Net Leverage Ratio, the Senior Secured Net Leverage Ratio, the First Lien Net Leverage Ratio and the Fixed Charge Coverage Ratio, as applicable, for purposes of determining actual compliance (and not pro forma compliance or compliance on a Pro Forma Basis) with any financial covenant pursuant to Section 9.10, the events described in this Section 1.08 that occurred subsequent to the end of the applicable Test Period (other than the entry into and initial borrowings under this Agreement, the issuance of the First Lien Notes and the Second Lien Notes, the application of the proceeds of each of the foregoing and the other transactions consummated in connection therewith on or about the Closing Date) shall not be given pro forma effect (but, for the avoidance of doubt, such events as took place on or after the first day of the applicable Test Period but on or prior to the end of the applicable Test Period shall be given pro forma effect).

(b) For purposes of calculating the Total Net Leverage Ratio, the Senior Secured Net Leverage Ratio, the First Lien Net Leverage Ratio and the Fixed Charge Coverage Ratio, Specified Transactions (and the incurrence or repayment of any Indebtedness in connection therewith) that have been made (i) during the applicable Test Period or (ii) subsequent to such Test Period and prior to or simultaneously with the event for which the calculation of any such ratio is made shall be calculated on a Pro Forma Basis assuming that all such Specified Transactions (and any increase or decrease in Consolidated EBITDA and the component financial definitions used therein attributable to any Specified Transaction) had occurred on the first day of the applicable Test Period. If, since the beginning of any applicable Test Period, any Person that subsequently became a Restricted Subsidiary or was merged, amalgamated or consolidated with or into the Parent Borrower or any of its Restricted Subsidiaries since the beginning of such Test Period shall have made any Specified Transaction that would have required adjustment pursuant to this Section 1.08, then the Total Net Leverage Ratio, the Senior Secured Net Leverage Ratio, the First Lien Net Leverage Ratio and the Fixed Charge Coverage Ratio shall be calculated to give pro forma effect thereto in accordance with this Section 1.08.

(c) In the event that the Parent Borrower or any Restricted Subsidiary incurs (including by assumption or guarantees) or repays (including by redemption, repayment, prepayment, retirement, exchange, extinguishment or satisfaction and discharge) any Indebtedness included in the calculations of the Total Net Leverage Ratio, the Senior Secured Net Leverage Ratio, the First Lien Net Leverage Ratio and the Fixed Charge Coverage Ratio, as the case may be (in each case, other than Indebtedness incurred or repaid under any revolving credit facility), (i) during the applicable Test Period and/or (ii) subsequent to the end of the applicable Test Period and prior to or simultaneously with the event for which the calculation of any such ratio is made, then the Total Net Leverage Ratio, the Senior Secured Net Leverage Ratio, the First Lien Net Leverage Ratio and the Fixed Charge Coverage Ratio shall be calculated giving pro forma effect to such incurrence or repayment of Indebtedness, to the extent required, as if the same had occurred on the last day of the applicable Test Period in the case of the Total Net Leverage Ratio and the Senior Secured Net Leverage Ratio and the First Lien Net Leverage Ratio and on the first day of the applicable Test Period in the case of the Fixed Charge Coverage Ratio. Interest on a Capital Lease shall be deemed to accrue at an interest rate reasonably determined by a responsible financial

or accounting officer of the Borrowers to be the rate of interest implicit in such Capital Lease in accordance with GAAP. Interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, an interbank offered rate, a secured overnight funding rate or other rate, shall be determined to have been based upon the rate actually chosen, or if none, then based upon such optional rate chosen as the Borrowers may designate.

(d) Notwithstanding anything to the contrary herein, unless the Borrower otherwise notifies the Administrative Agent, with respect to any amounts incurred or transactions entered into (or consummated) in reliance on a provision of this Agreement that does not require compliance with a financial ratio or test (any such amounts, the "Fixed Amounts") substantially concurrently with any amounts incurred or transactions entered into (or consummated) in reliance on a provision of this Agreement that requires compliance with a financial ratio or test (any such amounts, the "Incurrence-Based Amounts"), it is understood and agreed that the Fixed Amounts shall be disregarded in the calculation of the financial ratio or test applicable to the Incurrence-Based Amounts in connection with such substantially concurrent incurrence; provided that this subsection (d) shall apply solely with respect to the incurrence of Indebtedness pursuant to Section 9.03 and shall not apply to any transactions entered into (or consummated) in reliance on any provision of Article IX (other than Section 9.03).

1.09 Limited Condition Transactions. Notwithstanding anything in this Agreement or any Loan Document to the contrary, when determining compliance with any applicable conditions to the consummation of any Limited Condition Transaction (including, without limitation, any Default or Event of Default condition), the date of determination of such applicable conditions shall, at the option of the Borrowers (the Borrowers' election to exercise such option in connection with any Limited Condition Transaction, an "LCT Election"), be deemed to be the date the definitive agreements for such Limited Condition Transaction are entered into (the "LCT Test Date"). If on a Pro Forma Basis after giving effect to such Limited Condition Transaction and the other transactions to be entered into in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof) such applicable conditions are calculated as if such Limited Condition Transaction and other related transactions had occurred at the beginning of the most recent Test Period ending prior to the LCT Test Date for which financial statements are available to the Administrative Agent, the Parent Borrower or Restricted Subsidiary could have taken such action on the relevant LCT Test Date in compliance with the applicable conditions thereto, such applicable conditions shall be deemed to have been complied with, unless an Event of Default pursuant to Section 10.01(a), (f) or (g) shall be continuing on the date such Limited Condition Transaction is actually consummated. For the avoidance of doubt, if an LCT Election is made, the applicable conditions thereto shall not be tested at the time of consummation of such Limited Condition Transaction. If the Borrowers have made an LCT Election for any Limited Condition Transaction, then in connection with any subsequent calculation of any ratio or basket availability with respect to any other Specified Transaction on or following the relevant LCT Test Date and prior to the earlier of the date on which such Limited Condition Transaction is consummated or the date that the definitive agreement for such Limited Condition Transaction is terminated or expires without consummation of such Limited Condition Transaction, any such ratio or basket shall be calculated both (x) on a Pro Forma Basis assuming such Limited Condition Transaction and other related transactions in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof) have been consummated and (y) on a Pro Forma Basis assuming such Limited Condition Transaction and other related transactions in connection

therewith (including any incurrence of Indebtedness and the use of proceeds thereof) have not been consummated, and the applicable action shall only be permitted if there is sufficient availability under the applicable ratio or basket under both of the calculations pursuant to subsection (x) and (y).

ARTICLE II
THE COMMITMENTS AND CREDIT EXTENSIONS

2.01 Revolving Loans. Subject to the terms and conditions set forth herein, each Revolving Lender severally agrees to make Revolving Loans to the Borrowers from time to time, on any Business Day during the Availability Period, in an aggregate amount not to exceed at any time outstanding the amount of such Lender's Revolving Commitment; provided, however, that after giving effect to any Borrowing of Revolving Loans, (i) the Total Revolving Outstandings shall not exceed the Aggregate Revolving Commitments, and (ii) the aggregate Outstanding Amount of the Revolving Loans of any Revolving Lender, plus such Revolving Lender's Pro Rata Share of the Outstanding Amount of all L/C Obligations, plus such Revolving Lender's Pro Rata Share of the Outstanding Amount of all Swingline Loans shall not exceed such Lender's Revolving Commitment. Within the limits of each Revolving Lender's Revolving Commitment, and subject to the other terms and conditions hereof, the Borrowers may borrow under this Section 2.01, prepay under Section 2.05, and reborrow under this Section 2.01. Revolving Loans may be Base Rate Loans or SOFR Loans, as further provided herein.

2.02 Borrowings, Conversions and Continuations of Revolving Loans.

(a) Each Revolving Borrowing, each conversion of Revolving Loans from one Type to the other, and each continuation of SOFR Loans shall be made upon the Borrower Representative's irrevocable notice to the Administrative Agent, which may be given by (A) telephone, or (B) a Revolving Loan Notice; provided that any telephonic notice must be confirmed immediately by delivery to the Administrative Agent of a Revolving Loan Notice. Each such Revolving Loan Notice must be received by the Administrative Agent not later than 11:00 a.m. (i) three (3) Government Securities Business Days prior to the requested date of any Borrowing of, conversion to or continuation of SOFR Loans or of any conversion of SOFR Loans to Base Rate Revolving Loans, and (ii) on the requested date of any Borrowing of Base Rate Revolving Loans. Each Borrowing of, conversion to or continuation of SOFR Loans shall be in a principal amount of $1,000,000 or a whole multiple of $1,000,000 in excess thereof. Except as provided in Sections 2.03(c) and 2.04(c), each Borrowing of or conversion to Base Rate Revolving Loans shall be in a principal amount of $100,000 or a whole multiple of $100,000 in excess thereof. Each Revolving Loan Notice shall specify (i) whether the Borrowers are requesting a Revolving Borrowing, a conversion of Revolving Loans from one Type to the other, or a continuation of SOFR Loans, (ii) the requested date of the Borrowing, conversion or continuation, as the case may be (which shall be a Business Day), (iii) the principal amount of Revolving Loans to be borrowed, converted or continued, (iv) the Type of Revolving Loans to be borrowed or to which existing Revolving Loans are to be converted, (v) the Facility pursuant to which the Borrowing is being requested, (vi) the Borrower requesting such Borrowing and (vii) if applicable, the duration of the Interest Period with respect thereto. If the Borrower Representative fails to specify a Type of Revolving Loan in a Revolving Loan Notice or if the Borrower Representative fails to give a timely notice requesting a conversion or continuation, then the applicable Revolving Loans shall

be made as, or converted to, Base Rate Loans. Any such automatic conversion to Base Rate Loans shall be effective as of the last day of the Interest Period then in effect with respect to the applicable SOFR Loans. If the Borrower Representative requests a Borrowing of, conversion to, or continuation of SOFR Loans in any such Revolving Loan Notice, but fails to specify an Interest Period, it will be deemed to have specified an Interest Period of one month.

(b) Following receipt of a Revolving Loan Notice, the Administrative Agent shall promptly notify each Lender that holds a Commitment (or, in the case of any Facility after the making of the applicable Revolving Loans, each Lender that holds any such Revolving Loans) under the applicable Facility of the amount of its Pro Rata Share of the applicable Revolving Loans, and if no timely notice of a conversion or continuation is provided by the Borrower Representative, the Administrative Agent shall notify each applicable Lender of the details of any automatic conversion to Base Rate Loans described in the preceding subsection. In the case of a Revolving Borrowing, each Lender that holds a Commitment under the applicable Facility shall make the amount of its Revolving Loan available to the Administrative Agent in immediately available funds at the Administrative Agent's Office not later than 1:00 p.m. on the Business Day specified in the applicable Revolving Loan Notice. Upon satisfaction of the applicable conditions set forth in Section 4.02 (and, if such Borrowing is a part of the initial Credit Extensions on the Closing Date, Section 4.01), the Administrative Agent shall make all funds so received available to the applicable Borrower in like funds as received by the Administrative Agent either by (i) crediting the account of such Borrower on the books of Citibank with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by the Borrower Representative; provided, however, that if, on the date the Revolving Loan Notice with respect to such Borrowing is given by the Borrower Representative, there are L/C Borrowings outstanding, then the proceeds of such Borrowing, first, shall be applied to the payment in full of any such L/C Borrowings, and second, shall be made available to such Borrower as provided above.

(c) Except as otherwise provided herein, a SOFR Loan may be continued or converted only on the last day of an Interest Period for such SOFR Loan. During the existence of a Default, no Revolving Loans may be requested as, converted to or continued as SOFR Loans without the consent of the Required Lenders.

(d) The Administrative Agent shall promptly notify the Borrower Representative and the Lenders funding such Loans of the interest rate applicable to any Interest Period for SOFR Loans upon determination of such interest rate. The determination of the Term SOFR by the Administrative Agent shall be conclusive in the absence of manifest error. At any time that Base Rate Loans are outstanding, the Administrative Agent shall notify the Borrower Representative and the Lenders holding such Loans of any change in the Base Rate promptly following such change.

(e) After giving effect to all Revolving Borrowings, all conversions of Revolving Loans from one Type to the other, and all continuations of Revolving Loans as the same Type, there shall not be more than ten (10) Interest Periods in effect with respect to Revolving Loans.

(f) Notwithstanding anything to the contrary in this Agreement, any Lender may exchange, continue or rollover all or a portion of its Loans in connection with any refinancing, extension, loan modification or similar transaction permitted by the terms of this Agreement, pursuant to a cashless settlement mechanism approved by the Borrowers, the Administrative Agent and such Lender.

2.03 Letters of Credit.

(a) The Letter of Credit Commitment.

(i) Subject to the terms and conditions set forth herein, (A) the L/C Issuer agrees, in reliance upon the agreements of the other Revolving Lenders set forth in this Section 2.03, (1) from time to time on any Business Day during the period from the Closing Date until the Letter of Credit Expiration Date, to issue Letters of Credit for the account of the Parent Borrower or its Restricted Subsidiaries, and to amend or extend Letters of Credit previously issued by it, in accordance with subsection (b) below, and (2) to honor drawings under the Letters of Credit; and (B) the Revolving Lenders severally agree to participate in Letters of Credit issued for the account of the Parent Borrower or its Restricted Subsidiaries and any drawings thereunder; provided that after giving effect to any L/C Credit Extension with respect to any Letter of Credit, (x) the Total Revolving Outstandings shall not exceed the Aggregate Revolving Commitments, (y) the aggregate Outstanding Amount of the Revolving Loans of any Revolving Lender, plus such Revolving Lender's Pro Rata Share of the Outstanding Amount of all L/C Obligations, plus such Revolving Lender's Pro Rata Share of the Outstanding Amount of all Swingline Loans shall not exceed such Revolving Lender's Commitment, and (z) the Outstanding Amount of the L/C Obligations shall not exceed the Letter of Credit Sublimit. Each request by the Borrower Representative for the issuance or amendment of a Letter of Credit shall be deemed to be a representation by the Borrowers that the L/C Credit Extension so requested complies with the conditions set forth in the proviso to the preceding sentence. Within the foregoing limits, and subject to the terms and conditions hereof, the Borrowers' ability to obtain Letters of Credit shall be fully revolving, and accordingly the Borrowers may, during the foregoing period, obtain Letters of Credit to replace Letters of Credit that have expired or that have been drawn upon and reimbursed. All Existing Letters of Credit shall be deemed to have been issued pursuant hereto, and from and after the Closing Date shall be subject to and governed by the terms and conditions hereof.

(ii) The L/C Issuer shall not issue any Letter of Credit, if:

(A) Subject to Section 2.03(b)(iii), the expiry date of such requested Letter of Credit would occur more than twelve months after the date of issuance or last extension, unless the Required Lenders have approved such expiry date; or

(B) The expiry date of such requested Letter of Credit would occur after the Letter of Credit Expiration Date, unless (x) all of the Revolving Lenders and the L/C Issuer have approved such expiry date or (y) such Letter of Credit is Cash Collateralized on terms and pursuant to arrangements satisfactory to the applicable L/C Issuer; provided that in the case of any such Letter of Credit that is so Cash Collateralized,

the obligations of the Revolving Lenders to participate in such Letter of Credit pursuant to this Section 2.03 shall terminate upon the Letter of Credit Expiration Date.

(iii) The L/C Issuer shall not be under any obligation to issue any Letter of Credit if:

(A) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain the L/C Issuer from issuing such Letter of Credit, or any Law applicable to the L/C Issuer or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over the L/C Issuer shall prohibit, or request that the L/C Issuer refrain from, the issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon the L/C Issuer with respect to such Letter of Credit any restriction, reserve or capital requirement (for which the L/C Issuer is not otherwise compensated hereunder) not in effect on the Closing Date, or shall impose upon the L/C Issuer any unreimbursed loss, cost or expense which was not applicable on the Closing Date and which the L/C Issuer in good faith deems material to it;

(B) the issuance of such Letter of Credit would violate any Laws or one or more policies of the L/C Issuer;

(C) except as otherwise agreed by the Administrative Agent and the L/C Issuer, such Letter of Credit is in an initial face amount less than $25,000;

(D) such Letter of Credit is to be denominated in a currency other than Dollars;

(E) such Letter of Credit contains any provisions for automatic reinstatement of the stated amount after any drawing thereunder;

(F) any Lender is at that time a Defaulting Lender, unless the L/C Issuer has entered into arrangements, including the delivery of Cash Collateral, satisfactory to the L/C Issuer (in its sole discretion) with the Borrowers or such Lender to eliminate the L/C Issuer's actual or potential Fronting Exposure (after giving effect to Section 2.17(a)(iv)) with respect to the Defaulting Lender arising from either the Letter of Credit then proposed to be issued or that Letter of Credit and all other L/C Obligations as to which the L/C Issuer has actual or potential Fronting Exposure, as it may elect in its sole discretion; or

(G) after giving effect to the issuance of such Letter of Credit, the aggregate outstanding principal amount of Letters of Credit issued by such L/C Issuer would exceed its L/C Commitment.

(iv) The L/C Issuer shall not amend any Letter of Credit if the L/C Issuer would not be permitted at such time to issue such Letter of Credit in its amended form under the terms hereof.

(v) The L/C Issuer shall be under no obligation to amend any Letter of Credit if (A) the L/C Issuer would have no obligation at such time to issue such Letter of Credit in its amended form under the terms hereof, or (B) the beneficiary of such Letter of Credit does not accept the proposed amendment to such Letter of Credit.

(vi) The L/C Issuer shall act on behalf of the Lenders with respect to any Letters of Credit issued by it and the documents associated therewith, and the L/C Issuer shall have all of the benefits and immunities (A) provided to the Administrative Agent in Sections 11.03, 11.04 and 11.05 with respect to any acts taken or omissions suffered by the L/C Issuer in connection with Letters of Credit issued by it or proposed to be issued by it and Issuer Documents pertaining to such Letters of Credit as fully as if the term "Administrative Agent" as used in such Sections included the L/C Issuer with respect to such acts or omissions, and (B) as additionally provided herein with respect to the L/C Issuer.

(b) Procedures for Issuance and Amendment of Letters of Credit; Auto-Extension Letters of Credit.

(i) Each Letter of Credit shall be issued or amended, as the case may be, upon the request of the Borrower Representative delivered to the L/C Issuer (with a copy to the Administrative Agent) in the form of a Letter of Credit Application, appropriately completed and signed by a Responsible Officer of the Borrower Representative. Such Letter of Credit Application may be sent by facsimile, by United States mail, by overnight courier, by electronic transmission using the system provided by the L/C Issuer, by personal delivery or by any other means acceptable to the L/C Issuer. Such Letter of Credit Application must be received by the L/C Issuer and the Administrative Agent not later than 11:00 a.m. at least two (2) Business Days (or such later date and time as the Administrative Agent and the L/C Issuer may agree in a particular instance in their sole discretion) prior to the proposed issuance date or date of amendment, as the case may be. In the case of a request for an initial issuance of a Letter of Credit, such Letter of Credit Application shall specify in form and detail satisfactory to the L/C Issuer: (A) the proposed issuance date of the requested Letter of Credit (which shall be a Business Day); (B) the amount thereof; (C) the expiry date thereof; (D) the name and address of the beneficiary thereof; (E) the documents to be presented by such beneficiary in case of any drawing thereunder; (F) the full text of any certificate to be presented by such beneficiary in case of any drawing thereunder; and (G) such other matters as the L/C Issuer may require. In the case of a request for an amendment of any outstanding Letter of Credit, such Letter of Credit Application shall specify in form and detail satisfactory to the L/C Issuer (A) the Letter of Credit to be amended; (B) the proposed date of amendment thereof (which shall be a Business Day); (C) the nature of the proposed amendment; and (D) such other matters as the L/C Issuer may require. Additionally, the Borrower Representative shall furnish to the L/C Issuer and the Administrative Agent such other documents and information pertaining to such requested Letter of Credit issuance or amendment, including any Issuer Documents, as the L/C Issuer or the Administrative Agent may require.

(ii) Promptly after receipt of any Letter of Credit Application, the L/C Issuer will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has received a copy of such Letter of Credit Application from the Borrower Representative and, if not, the L/C Issuer will provide the Administrative Agent with a copy thereof. Unless the L/C Issuer has received written notice from any Revolving Lender, the Administrative Agent or any Loan Party, at least one (1) Business Day prior to the requested date of issuance or amendment of the applicable Letter of Credit, that one or more applicable conditions contained in Article IV shall not then be satisfied, then, subject to the terms and conditions hereof, the L/C Issuer shall, on the requested date, issue a Letter of Credit for the account of the Parent Borrower (or the applicable Restricted Subsidiary) or enter into the applicable amendment, as the case may be, in each case in accordance with the L/C Issuer's usual and customary business practices. Immediately upon the issuance of each Letter of Credit, each Revolving Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the L/C Issuer a risk participation in such Letter of Credit in an amount equal to the product of such Revolving Lender's Pro Rata Share of all Revolving Credit Facilities times the amount of such Letter of Credit.

(iii) If the Borrower Representative so requests in any applicable Letter of Credit Application, the L/C Issuer may, in its sole and absolute discretion, agree to issue a Letter of Credit that has automatic extension provisions (each, an "Auto-Extension Letter of Credit"); provided that any such Auto-Extension Letter of Credit must permit the L/C Issuer to prevent any such extension at least once in each twelve-month period (commencing with the date of issuance of such Letter of Credit) by giving prior notice to the beneficiary thereof not later than a day (the "Non-Extension Notice Date") in each such twelve-month period to be agreed upon at the time such Letter of Credit is issued. Unless otherwise directed by the L/C Issuer, the Borrower Representative shall not be required to make a specific request to the L/C Issuer for any such extension. Once an Auto-Extension Letter of Credit has been issued, the Revolving Lenders shall be deemed to have authorized (but may not require) the L/C Issuer to permit the extension of such Letter of Credit at any time to an expiry date not later than the Letter of Credit Expiration Date; provided, however, that the L/C Issuer shall not permit any such extension if (A) the L/C Issuer has determined that it would not be permitted, or would have no obligation, at such time to issue such Letter of Credit in its revised form (as extended) under the terms hereof (by reason of the provisions of subsection (ii) or (iii) of Section 2.03(a) or otherwise), or (B) it has received notice (which may be by telephone or in writing) on or before the day that is seven (7) Business Days before the Non-Extension Notice Date (1) from the Administrative Agent that the Required Lenders have elected not to permit such extension or (2) from the Administrative Agent, any Revolving Lender or any Loan Party that one or more of the applicable conditions specified in Section 4.02 is not then satisfied, and in each such case directing the L/C Issuer not to permit such extension.

(iv) Promptly after its delivery of any Letter of Credit or any amendment to a Letter of Credit to an advising bank with respect thereto or to the beneficiary thereof, the L/C Issuer will also deliver to the Borrower Representative and the Administrative Agent a true and complete copy of such Letter of Credit or amendment.

(c) Drawings and Reimbursements; Funding of Participations.

(i) Upon receipt from the beneficiary of any Letter of Credit of any notice of a drawing under such Letter of Credit, the L/C Issuer shall notify the Borrower Representative and the Administrative Agent thereof. Not later than 2:00 p.m. on the date of any payment by the L/C Issuer under a Letter of Credit (each such date, an "Honor Date") to the extent the Borrower Representative receives notice of draw prior to 12:00 p.m. on the Honor Date, and not later than 11:00 a.m. on the Business Day following the Honor Date otherwise, the Borrowers shall reimburse the L/C Issuer through the Administrative Agent in an amount equal to the amount of such drawing. If the Borrowers fail to so reimburse the L/C Issuer by such time, the Administrative Agent shall promptly notify each Revolving Lender of the Honor Date, the amount of the unreimbursed drawing (the "Unreimbursed Amount"), and the amount of such Revolving Lender's Pro Rata Share thereof. In such event, the Borrowers shall be deemed to have requested a Revolving Borrowing of Base Rate Loans under the Revolving Commitment to be disbursed on the Honor Date in an amount equal to the Unreimbursed Amount, without regard to the minimum and multiples specified in Section 2.02 for the principal amount of Base Rate Loans, but subject to the amount of the unutilized portion of the Aggregate Revolving Commitments and the conditions set forth in Section 4.02 (other than the delivery of a Revolving Loan Notice). Any notice given by the L/C Issuer or the Administrative Agent pursuant to this Section 2.03(c)(i) may be given by telephone if immediately confirmed in writing; provided that the lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice.

(ii) Each Revolving Lender (including the Lender acting as L/C Issuer) shall upon any notice pursuant to Section 2.03(c)(i) make funds available to the Administrative Agent for the account of the L/C Issuer at the Administrative Agent's Office in an amount equal to its Pro Rata Share of the Unreimbursed Amount not later than 1:00 p.m. on the Business Day specified in such notice by the Administrative Agent, whereupon, subject to the provisions of Section 2.03(c)(iii), each Revolving Lender that so makes funds available shall be deemed to have made a Base Rate Revolving Loan to the Borrowers in such amount. The Administrative Agent shall remit the funds so received to the L/C Issuer.

(iii) With respect to any Unreimbursed Amount that is not fully refinanced by a Revolving Borrowing of Base Rate Loans because the conditions set forth in Section 4.02 cannot be satisfied or for any other reason, the Borrowers shall be deemed to have incurred from the L/C Issuer an L/C Borrowing in the amount of the Unreimbursed Amount that is not so refinanced, which L/C Borrowing shall be due and payable on demand (together with interest) and shall bear interest at the Default Rate. In such event, each Revolving Lender's payment to the Administrative Agent for the account of the L/C Issuer pursuant to Section 2.03(c)(ii) shall be deemed payment in respect of its participation in such L/C Borrowing and shall constitute an L/C Advance from such Revolving Lender in satisfaction of its participation obligation under this Section 2.03.

(iv) Until each Revolving Lender funds its Revolving Loan or L/C Advance pursuant to this Section 2.03(c) to reimburse the L/C Issuer for any amount drawn

under any Letter of Credit, interest in respect of such Lender's Pro Rata Share of such amount shall be solely for the account of the L/C Issuer.

(v) Each Revolving Lender's obligation to make Revolving Loans or L/C Advances to reimburse the L/C Issuer for amounts drawn under Letters of Credit, as contemplated by this Section 2.03(c), shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any set-off, counterclaim, recoupment, defense or other right which such Lender may have against the L/C Issuer, the Borrowers or any other Person for any reason whatsoever; (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided, however, that each Revolving Lender's obligation to make Revolving Loans pursuant to this Section 2.03(c) is subject to the conditions set forth in Section 4.02 (other than delivery by the Borrower Representative of a Revolving Loan Notice). No such making of an L/C Advance shall relieve or otherwise impair the obligation of the Borrowers to reimburse the L/C Issuer for the amount of any payment made by the L/C Issuer under any Letter of Credit, together with interest as provided herein.

(vi) If any Revolving Lender fails to make available to the Administrative Agent for the account of the L/C Issuer any amount required to be paid by such Revolving Lender pursuant to the foregoing provisions of this Section 2.03(c) by the time specified in Section 2.03(c)(ii), the L/C Issuer shall be entitled to recover from such Revolving Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the L/C Issuer at a rate per annum equal to the Federal Funds Rate from time to time in effect. A certificate of the L/C Issuer submitted to any Revolving Lender (through the Administrative Agent) with respect to any amounts owing under this subsection (vi) shall be conclusive absent manifest error.

(d) Repayment of Participations.

(i) At any time after the L/C Issuer has made a payment under any Letter of Credit and has received from any Revolving Lender such Lender's L/C Advance in respect of such payment in accordance with Section 2.03(c), if the Administrative Agent receives for the account of the L/C Issuer any payment in respect of the related Unreimbursed Amount or interest thereon (whether directly from the Borrowers or otherwise, including proceeds of Cash Collateral applied thereto by the Administrative Agent), the Administrative Agent will distribute to such Revolving Lender its Pro Rata Share thereof (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Lender's L/C Advance was outstanding) in the same funds as those received by the Administrative Agent.

(ii) If any payment received by the Administrative Agent for the account of the L/C Issuer pursuant to Section 2.03(c)(i) is required to be returned under any of the circumstances described in Section 12.06 (including pursuant to any settlement entered into by the L/C Issuer in its discretion), each Revolving Lender shall pay to the Administrative Agent for the account of the L/C Issuer its Pro Rata Share thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand

to the date such amount is returned by such Revolving Lender, at a rate per annum equal to the Federal Funds Rate from time to time in effect.

(e) Obligations Absolute. The obligation of the Borrowers to reimburse the L/C Issuer for each drawing under each Letter of Credit and to repay each L/C Borrowing shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including the following:

(i) any lack of validity or enforceability of such Letter of Credit, this Agreement, or any other Loan Document;

(ii) the existence of any claim, counterclaim, set-off, defense or other right that the Parent Borrower or any Restricted Subsidiary may have at any time against any beneficiary or any transferee of such Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), the L/C Issuer or any other Person, whether in connection with this Agreement, the transactions contemplated hereby or by such Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction;

(iii) any draft, demand, certificate or other document presented under such Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under such Letter of Credit;

(iv) any payment by the L/C Issuer under such Letter of Credit against presentation of a draft or certificate that does not strictly comply with the terms of such Letter of Credit; or any payment made by the L/C Issuer under such Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any transferee of such Letter of Credit, including any arising in connection with any proceeding under any Debtor Relief Law;

(v) waiver by the L/C Issuer of any requirement that exists for the L/C Issuer's protection and not the protection of the Borrowers or any waiver by the L/C Issuer which does not in fact materially prejudice the Borrowers;

(vi) honor of a demand for payment presented electronically even if such Letter of Credit requires that demand be in the form of a draft;

(vii) any payment made by the L/C Issuer in respect of an otherwise complying item presented after the date specified as the expiration date of, or the date by which documents must be received under such Letter of Credit if presentation after such date is authorized by the UCC or the ISP, as applicable; or

(viii) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise

constitute a defense available to, or a discharge of, the Parent Borrower or any Restricted Subsidiary.

The Borrower Representative shall promptly examine a copy of each Letter of Credit and each amendment thereto that is delivered to it and, in the event of any claim of noncompliance with the Borrower Representative's instructions or other irregularity, the Borrower Representative will promptly notify the L/C Issuer. The Borrowers shall be conclusively deemed to have waived any such claim against the L/C Issuer and its correspondents unless such notice is given as aforesaid.

(f) Role of L/C Issuer. Each Revolving Lender and the Borrowers agree that, in paying any drawing under a Letter of Credit, the L/C Issuer shall not have any responsibility to obtain any document (other than any sight draft, certificates and documents expressly required by the Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document. None of the L/C Issuer, any Agent-Related Person nor any of the respective correspondents, participants or assignees of the L/C Issuer shall be liable to any Revolving Lender for (i) any action taken or omitted in connection herewith at the request or with the approval of the Revolving Lenders or the Required Lenders, as applicable; (ii) any action taken or omitted in the absence of gross negligence or willful misconduct; or (iii) the due execution, effectiveness, validity or enforceability of any document or instrument related to any Letter of Credit or Letter of Credit Application. The Borrowers hereby assume all risks of the acts or omissions of any beneficiary or transferee with respect to its use of any Letter of Credit; provided, however, that this assumption is not intended to, and shall not, preclude the Borrowers' pursuing such rights and remedies as they may have against the beneficiary or transferee at law or under any other agreement. None of the L/C Issuer, any Agent-Related Person, nor any of the respective correspondents, participants or assignees of the L/C Issuer, shall be liable or responsible for any of the matters described in subsections (i) through (viii) of Section 2.03(e); provided, however, that anything in such subsections to the contrary notwithstanding, the Borrowers may have a claim against the L/C Issuer, and the L/C Issuer may be liable to the Borrowers, to the extent, but only to the extent, of any direct, as opposed to consequential or exemplary, damages suffered by the Borrowers which the Borrowers prove were caused by the L/C Issuer's willful misconduct or gross negligence or the L/C Issuer's willful failure to pay under any Letter of Credit after the presentation to it by the beneficiary of a sight draft and certificate(s) strictly complying with the terms and conditions of a Letter of Credit. In furtherance and not in limitation of the foregoing, the L/C Issuer may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, and the L/C Issuer shall not be responsible for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign a Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason. The L/C Issuer may send a Letter of Credit or conduct any communication to or from the beneficiary via the Society for Worldwide Interbank Financial Telecommunication message or overnight courier, or any other commercially reasonable means of communicating with a beneficiary.

(g) Applicability of ISP98**.** Unless otherwise expressly agreed by the L/C Issuer and the Borrower Representative when a Letter of Credit is issued (including any such agreement applicable to an Existing Letter of Credit), the rules of the ISP shall apply to each Letter

of Credit. Notwithstanding the foregoing, the L/C Issuer shall not be responsible to the Borrowers for, and the L/C Issuer's rights and remedies against the Borrowers shall not be impaired by, any action or inaction of the L/C Issuer required or expressly permitted under any law, order, or practice that is required or expressly permitted to be applied to any Letter of Credit or this Agreement, including the Law or any order of a jurisdiction where the L/C Issuer or the beneficiary is located, the practice stated in the ISP, or in the decisions, opinions, practice statements, or official commentary of the ICC Banking Commission, the Bankers Association for Finance and Trade – International Financial Services Association (BAFT-IFSA), or the Institute of International Banking Law & Practice, whether or not any Letter of Credit chooses such law or practice.

(h) Letter of Credit Fees. The Borrowers shall pay to the Administrative Agent for the account of each Revolving Lender in accordance with its Pro Rata Share a Letter of Credit fee (the "Letter of Credit Fee") equal to the Applicable Rate times the daily maximum amount available to be drawn under each Letter of Credit. Letter of Credit Fees shall be computed on a quarterly basis in arrears and shall be due and payable on the last Business Day of each March, June, September and December, commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on demand. If there is any change in the Applicable Rate during any quarter, the daily maximum amount of each letter of Credit shall be computed and multiplied by the Applicable Rate separately for each period during such quarter that such Applicable Rate was in effect.

(i) Documentary and Processing Charges Payable to L/C Issuer**.** The Borrowers shall pay directly to the L/C Issuer for its own account a fronting fee with respect to each Letter of Credit in such amounts and at such times as agreed from time to time by the Borrower Representative and the L/C Issuer, but in any event not to exceed 0.125% per annum.

(j) Conflict with Issuer Documents. In the event of any conflict between the terms hereof and the terms of any Issuer Document, the terms hereof shall control.

(k) Letters of Credit Issued for Subsidiaries. Notwithstanding that a Letter of Credit issued or outstanding hereunder is in support of any obligations of, or is for the account of, any Person other than a Borrower, the Borrowers shall be obligated to reimburse the L/C Issuer hereunder for any and all drawings under such Letter of Credit. The Borrowers hereby represents and warrants that the issuance of any Letters of Credit at the Borrower Representative's request for the account of any other Person will inure to the benefit of each Borrower.

2.04 Swingline Loans.

(a) The Swingline. Subject to the terms and conditions set forth herein, the Swingline Lender agrees, in reliance upon the agreements of the other Lenders set forth in this Section 2.04, to make "Revolving Loans" (prior to the termination of the Overdraft Services Agreement, as defined in the Overdraft Services Agreement, and thereafter, as defined herein) (each such loan, a "Swingline Loan") to the Borrowers from time to time during the Availability Period (i) prior to the termination of the Overdraft Services Agreement, on the terms and conditions set forth in the Overdraft Services Agreement and (ii) from and after the termination of the Overdraft Services Agreement, on the terms and conditions set forth herein, in an aggregate

amount not to exceed at any time outstanding the amount of the Swingline Sublimit, notwithstanding the fact that such Swingline Loans, when aggregated with the Pro Rata Share of the Outstanding Amount of Revolving Loans and L/C Obligations of the Revolving Lender acting as Swingline Lender, may exceed the amount of such Lender's Revolving Commitment; provided, however, that after giving effect to any Swingline Loan, (x) the Total Revolving Outstandings shall not exceed the Aggregate Revolving Commitments, and (y) the aggregate Outstanding Amount of the Revolving Loans of any Revolving Lender, plus such Revolving Lender's Pro Rata Share of the Outstanding Amount of all L/C Obligations, plus such Revolving Lender's Pro Rata Share of the Outstanding Amount of all Swingline Loans shall not exceed such Lender's Revolving Commitment. Immediately upon the making of a Swingline Loan, each Revolving Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the Swingline Lender a risk participation in such Swingline Loan in an amount equal to the product of such Revolving Lender's Pro Rata Share times the amount of such Swingline Loan.

(b) The Overdraft Services Agreement. Prior to the termination of the Overdraft Services Agreement, the terms of the Swingline Loans shall be governed by the Overdraft Services Agreement, including, without limitation, interest rates (including interest payable upon a Default or Event of Default), borrowing notices and the place, timing and manner of payments of interest, principal and other amounts; provided that, for the avoidance of doubt, any refinancing of a Swingline Loan with a Revolving Loan, and any participation interest of a Revolving Lender in a Swingline Loan, shall be governed by this Agreement. From and after the termination of the Overdraft Services Agreement, the terms of the Swingline Loans shall be governed by this Agreement.

(c) Refinancing of Swingline Loans.

(i) The Swingline Lender at any time in its sole and absolute discretion may request, on behalf of the Borrowers (which hereby irrevocably authorize the Swingline Lender to so request on its behalf), that each Revolving Lender make a Base Rate Revolving Loan in an amount equal to such Lender's Pro Rata Share of the amount of Swingline Loans then outstanding; provided that the Administrative Agent may from time to time (but no more frequently than once per week) in its sole and absolute discretion require that the Swingline Lender make such a request for Base Rate Revolving Loans. Such request shall be made in writing (which written request shall be deemed to be a Revolving Loan Notice for purposes hereof) and in accordance with the requirements of Section 2.02, without regard to the minimum and multiples specified therein for the principal amount of Base Rate Loans, but subject to the unutilized portion of the Aggregate Revolving Commitments and the conditions set forth in Section 4.02. The Swingline Lender or the Administrative Agent, as applicable, shall furnish the Borrower Representative with a copy of the applicable Revolving Loan Notice promptly after delivering such notice to the Administrative Agent. Each Revolving Lender shall make an amount equal to its Pro Rata Share of the amount specified in such Revolving Loan Notice available to the Administrative Agent in immediately available funds for the account of the Swingline Lender at the Administrative Agent's Office not later than 1:00 p.m. on the day specified in such Revolving Loan Notice, whereupon, subject to Section 2.04(c)(ii), each Revolving Lender that so makes funds available shall be deemed to have made a Base Rate

Revolving Loan to the Borrowers in such amount. The Administrative Agent shall remit the funds so received to the Swingline Lender.

(ii) If for any reason any Swingline Loan cannot be refinanced by such a Revolving Borrowing in accordance with Section 2.04(c)(i), the request for Base Rate Revolving Loans submitted by the Swingline Lender as set forth herein shall be deemed to be a request by the Swingline Lender that each of the Revolving Lenders fund its risk participation in the relevant Swingline Loan and each Revolving Lender's payment to the Administrative Agent for the account of the Swingline Lender pursuant to Section 2.04(c)(i) shall be deemed payment in respect of such participation.

(iii) If any Revolving Lender fails to make available to the Administrative Agent for the account of the Swingline Lender any amount required to be paid by such Revolving Lender pursuant to the foregoing provisions of this Section 2.04(c) by the time specified in Section 2.04(c)(i), the Swingline Lender shall be entitled to recover from such Revolving Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the Swingline Lender at a rate per annum equal to the Federal Funds Rate from time to time in effect. If such Lender pays such amount (with interest as aforesaid), the amount so paid shall constitute such Lender's Loan included in the relevant Borrowing or funded participation in the relevant Swingline Loan, as the case may be. A certificate of the Swingline Lender submitted to any Revolving Lender (through the Administrative Agent) with respect to any amounts owing under this subsection (iii) shall be conclusive absent manifest error.

(iv) Each Revolving Lender's obligation to make Revolving Loans or to purchase and fund risk participations in Swingline Loans pursuant to this Section 2.04(c) shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any set-off, counterclaim, recoupment, defense or other right which such Revolving Lender may have against the Swingline Lender, the Borrowers or any other Person for any reason whatsoever, (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided, however, that each Revolving Lender's obligation to make Revolving Loans pursuant to this Section 2.04(c) is subject to the conditions set forth in Section 4.02; provided further however, that the condition set forth in Section 4.02(b) shall not be interpreted to prevent any Revolving Lender's obligation to purchase and fund risk participations in any then outstanding Swingline Loans. No such funding of risk participations shall relieve or otherwise impair the obligation of the Borrowers to repay Swingline Loans, together with interest as provided herein.

(d) Repayment of Participations.

(i) At any time after any Revolving Lender has purchased and funded a risk participation in a Swingline Loan, if the Swingline Lender receives any payment on account of such Swingline Loan, the Swingline Lender will distribute to such Revolving Lender through the Administrative Agent its Pro Rata Share of such payment (appropriately adjusted, in the case of interest payments, to reflect the period of time during

which such Revolving Lender's risk participation was funded) in the same funds as those received by the Swingline Lender.

(ii) If any payment received by the Swingline Lender in respect of principal or interest on any Swingline Loan is required to be returned by the Swingline Lender under any of the circumstances described in Section 12.06 (including pursuant to any settlement entered into by the Swingline Lender in its discretion), each Revolving Lender shall pay to the Swingline Lender its Pro Rata Share thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned, at a rate per annum equal to the Federal Funds Rate. The Administrative Agent will make such demand upon the request of the Swingline Lender.

(e) Interest for Account of Swingline Lender. The Swingline Lender shall be responsible for invoicing the Borrowers for interest on the Swingline Loans pursuant to the terms and conditions of (i) prior to the termination of the Overdraft Services Agreement, the Overdraft Services Agreement and (ii) thereafter, this Agreement. Until each Revolving Lender funds its Base Rate Revolving Loan or risk participation pursuant to this Section 2.04 to refinance such Lender's Pro Rata Share of any Swingline Loan, interest in respect of such Pro Rata Share shall be solely for the account of the Swingline Lender.

(f) Payments Directly to Swingline Lender. The Borrowers shall make all payments of principal and interest in respect of the Swingline Loans directly to the Swingline Lender.

(g) Swingline Borrowing Procedures.

(i) Prior to the termination of the Overdraft Services Agreement, each Swingline Borrowing shall be governed by the Overdraft Services Agreement.

(ii) From and after the termination of the Overdraft Services Agreement, each Swingline Borrowing shall be made upon the Borrower Representative's irrevocable notice to the Swingline Lender, which may be given by telephone. Unless otherwise required by the Swingline Lender, each such notice must be received by the Swingline Lender not later than 1:00 p.m. on the requested borrowing date, and shall specify (i) the amount to be borrowed, which shall be in an aggregate amount that is in compliance with the borrowing minimum and borrowing multiple amounts set forth in Section 2.02, (ii) the requested borrowing date, which shall be a Business Day, and (iii) the maturity date of the requested Swingline Loan which shall be not later than seven (7) Business Days after the making of such Swingline Loan. Each such telephonic notice must be confirmed promptly by hand delivery or facsimile (or transmitted by electronic communication pursuant to arrangements reasonably satisfactory to the Swingline Lender and the Administrative Agent) of a written Swingline Loan Notice to the Swingline Lender and the Administrative Agent, appropriately completed and signed by a Responsible Officer of the Borrower Representative. Promptly after receipt by the Swingline Lender of any telephonic notice or Swingline Loan Notice, the Swingline Lender will, if it is willing to make the requested Swingline Loan

and provided that all applicable conditions in Section 4.02 are satisfied or waived, make the amount of its Swingline Loan available to the applicable Borrower on the borrowing date specified in such Swingline Loan Notice by crediting the account of such Borrower maintained with the Swingline Lender and notify the Administrative Agent thereof in writing.

2.05 Prepayments.

(a) The Borrowers may, upon notice to the Administrative Agent, at any time or from time to time voluntarily prepay Revolving Loans in whole or in part without premium or penalty; provided that (i) such notice must be in a form agreed by the Administrative Agent and the Borrower Representative and be received by the Administrative Agent not later than 11:00 a.m. (A) three (3) Business Days prior to any date of prepayment of SOFR Loans and (B) on the date of prepayment of Base Rate Revolving Loans; (ii) any prepayment of a Borrowing of SOFR Loans shall be in a principal amount of $1,000,000 or a whole multiple of $1,000,000 in excess thereof; and (iii) any prepayment of a Borrowing of Base Rate Revolving Loans shall be in a principal amount of $100,000 or a whole multiple of $100,000 in excess thereof or, in each case, such other amount equal to the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment, the Type(s) and Facility of Revolving Loans to be prepaid and the conditions (which may only relate to the incurrence of Indebtedness or the receipt of proceeds of a Disposition or capital contribution by the Parent Borrower or its Restricted Subsidiaries), if any, to such prepayment. The Administrative Agent will promptly notify each Lender of its receipt of each such notice, and of the amount of such Lender's Pro Rata Share of such prepayment. If such notice is given by the Borrower Representative, the Borrowers shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein, subject to satisfaction or waiver of any conditions specified in such notice (which conditions may only relate to the incurrence of Indebtedness or the receipt of proceeds of a Disposition or capital contribution by the Parent Borrower or its Restricted Subsidiaries). Any prepayment of a SOFR Loan shall be accompanied by all accrued interest thereon, together with any additional amounts required pursuant to Section 3.05. Each such prepayment shall be applied to the Revolving Loans of the Lenders under the applicable Facility in accordance with their respective Pro Rata Shares.

(b) The Borrowers may, at any time or from time to time, voluntarily prepay Swingline Loans in accordance with the terms and conditions of the Overdraft Services Agreement.

(c) If for any reason the Total Revolving Outstandings at any time exceed the Aggregate Revolving Commitments then in effect, the Borrowers shall immediately prepay Revolving Loans, Swingline Loans and/or Cash Collateralize the L/C Obligations in an aggregate amount equal to such excess; provided, however, that the Borrowers shall not be required to Cash Collateralize the L/C Obligations pursuant to this Section 2.05(c) unless after the prepayment in full of the Revolving Loans and Swingline Loans the Total Revolving Outstandings exceed the Aggregate Revolving Commitments then in effect.

(d) Within five (5) Business Days after (i) any Restricted Debt Issuance by the Parent Borrower or any Restricted Subsidiary or (ii) the incurrence or issuance by the Parent

Borrower of any Permitted Unsecured Indebtedness or Permitted Junior Lien Indebtedness pursuant to Section 9.03(i)(i), the Borrowers shall repay Loans in an aggregate principal amount equal to 100% of the Net Cash Proceeds from such Restricted Debt Issuance or incurrence or issuance of such unsecured Indebtedness or such Permitted Junior Lien Indebtedness and the Commitments of each Lender shall be ratably reduced by, in the aggregate, the amount of such Net Cash Proceeds.

(e)

(i) Within five (5) Business Days after the receipt by the Parent Borrower or any of its Restricted Subsidiaries of Net Cash Proceeds of any Disposition of any Authority Property (other than a Pocono Disposition, a Mohegan Sun Disposition, a Statutory Online Gaming Disposition, a WNBA Subsidiary Liquidity Event, a Specified Sale/Leaseback Transaction or Dispositions expressly permitted under Sections 9.05(a), (b), (c), (d), (e), (f) (other than a Disposition in the form of a sale, rather than a lease, sublease or similar transaction), (g), (h), (i), (j) or (l)) or any Extraordinary Loss, the Borrowers shall repay Loans in an aggregate principal amount equal to 100% of such Net Cash Proceeds and the Commitments of each Lender shall be ratably reduced by, in the aggregate, the amount of such Net Cash Proceeds (regardless of whether such amount, or any, Loans are outstanding); provided that if the Borrower Representative shall certify at the time of such receipt that it intends to Reinvest all or a portion of such Net Cash Proceeds (the Net Cash Proceeds that are so designated for Reinvestment pursuant to such certification, "Designated Net Cash Proceeds"), the Borrowers may use the Designated Net Cash Proceeds for such purposes; provided, further, that to the extent the Borrowers shall not have Reinvested the Designated Net Cash Proceeds by the date that is one year after the receipt thereof, the Borrowers shall use any such remaining Designated Net Cash Proceeds that have not been Reinvested to repay Loans on such date and the Commitments of each Lender shall be ratably reduced by, in the aggregate, the amount of such remaining Designated Net Cash Proceeds (regardless of whether such amount, or any, Loans are outstanding); provided, further, that any such Net Cash Proceeds received as a result of losses or the taking of (A) assets at Pocono may only be used in connection with the foregoing provisos to replace, restore, repair or purchase capital assets used in connection with Pocono and (B) assets at Mohegan Sun may only be used in connection with the foregoing provisos to replace, restore, repair or purchase capital assets used in connection with Mohegan Sun; provided, further, that the Borrowers shall not be required to repay Loans or reduce or terminate Commitments pursuant to this subsection (e)(i) unless and until the aggregate amount of Net Cash Proceeds from such Dispositions and Extraordinary Losses (other than such Net Cash Proceeds that have been Reinvested pursuant to the foregoing provisos) is equal to or greater than $10,000,000; provided, further, that, notwithstanding the foregoing, the Borrowers and the Restricted Subsidiaries shall not have the right to elect to Reinvest the Net Cash Proceeds of any Disposition or series of related Dispositions with aggregate Net Cash Proceeds in excess of $100,000,000 and all of the Net Cash Proceeds of any such Disposition or series of related Dispositions shall be required to repay Loans pursuant to this subsection (e)(i) and the Commitments of each Lender shall be ratably reduced by, in the aggregate, the amount of such Net Cash Proceeds (regardless of whether such amount, or any, Loans are outstanding).

(ii) Within five (5) Business Days after the receipt by the Parent Borrower or any of its Restricted Subsidiaries of Net Cash Proceeds of a Pocono Disposition or a Specified Sale/Leaseback Transaction, the Borrowers shall prepay Loans in an aggregate principal amount equal to 100% of such Net Cash Proceeds and the Commitments of each Lender shall be ratably reduced by, in the aggregate, the amount of such Net Cash Proceeds (regardless of whether such amount, or any, Loans are outstanding).

(iii) Within five (5) Business Days after the receipt by the Parent Borrower or any of its Restricted Subsidiaries of Net Cash Proceeds of a Mohegan Sun Disposition, the Borrowers shall prepay Loans in an aggregate principal amount equal to 100% of such Net Cash Proceeds and the Commitments of each Lender shall be ratably reduced by, in the aggregate, the amount of such Net Cash Proceeds (regardless of whether such amount, or any, Loans are outstanding).

(iv) Within five (5) Business Days after the receipt by the Parent Borrower or any of its Restricted Subsidiaries of Net Cash Proceeds of a Statutory Online Gaming Disposition, the Borrowers shall prepay Loans in an aggregate principal amount equal to 100% of such Net Cash Proceeds and the Commitments of each Lender shall be ratably reduced by, in the aggregate, the amount of such Net Cash Proceeds (regardless of whether such amount, or any, Loans are outstanding).

(v) Within five (5) Business Days after the receipt by the Parent Borrower or any of its Subsidiaries of WNBA Subsidiary Liquidity Event Net Cash Proceeds (other than from an issuance of Indebtedness), the Borrowers shall repay Loans in an aggregate principal amount equal to 100% of such WNBA Subsidiary Liquidity Event Net Cash Proceeds (without any requirement to reduce or cancel the Commitments); provided that within 360 days after the receipt by the Parent Borrower or any of its Subsidiaries of any WNBA Subsidiary Liquidity Event Net Cash Proceeds, the Borrowers shall apply all of the WNBA Excess Proceeds to, at its option: (x) Reinvest all or a portion of such WNBA Excess Proceeds or (y) redeem, repay, repurchase or otherwise retire any Indebtedness of the Borrowers or any of their Restricted Subsidiaries; provided that in the case of such redemption, repayment, repurchase or other retirement of any Other Junior Indebtedness, (1) immediately before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, and (2) immediately after giving effect thereto on a Pro Forma Basis as of the last day of the most recently-ended Test Period the Borrowers shall be in compliance with Section 9.10.

(f) All prepayments of Loans made pursuant to subsections (d) or (e) of this Section 2.05 shall be applied ratably to repay the Revolving Loans and the Swingline Loans and reduce the Revolving Commitments.

(g) The Borrower Representative shall deliver to the Administrative Agent (who will notify each Lender) notice of each prepayment required under Section 2.05(d) or (e) not less than three (3) Business Days prior to the date such prepayment shall be made (each such date, a "Mandatory Prepayment Date"). Such notice shall set forth (i) the Mandatory Prepayment Date, (ii) the principal amount of each Loan (or portion thereof) to be prepaid and Commitments to be

reduced and (iii) the Type of each Loan being prepaid. The Borrower Representative shall deliver to the Administrative Agent, at the time of each prepayment required under Sections 2.05(d) or (e), a certificate signed by a Responsible Officer setting forth in reasonable detail the calculation of the amount of such prepayment.

2.06 Termination or Reduction of Commitments. The Borrowers may, upon notice by the Borrower Representative to the Administrative Agent, terminate the Aggregate Revolving Commitments, or from time to time permanently reduce the Aggregate Revolving Commitments; provided that (i) any such notice shall be received by the Administrative Agent not later than 11:00 a.m. five (5) Business Days prior to the date of termination or reduction, (ii) any such partial reduction shall be in an aggregate amount of $5,000,000 or any whole multiple of $1,000,000 in excess thereof, (iii) the Borrowers shall not terminate or reduce the Aggregate Revolving Commitments if, after giving effect thereto and to any concurrent prepayments hereunder, the Total Revolving Outstandings would exceed the Aggregate Revolving Commitments, and (iv) if, after giving effect to any reduction of the Aggregate Revolving Commitments, the Letter of Credit Sublimit or the Swingline Sublimit exceeds the amount of the Aggregate Revolving Commitments, such sublimit shall be automatically reduced by the amount of such excess. The Administrative Agent will promptly notify the Lenders of any such notice of termination or reduction of the Aggregate Revolving Commitments. All fees accrued until the effective date of any termination of the Aggregate Revolving Commitments shall be paid on the effective date of such termination.

2.07 Repayment of Loans.

(a) The Borrowers shall repay in full on the Maturity Date for each Facility the aggregate outstanding principal amount of the Revolving Loans of such Facility.

(b) The Borrowers shall repay each Swingline Loan on the earlier to occur of (i) the request of the Swingline Lender or the Administrative Agent pursuant to Section 2.04(c), with the proceeds of a Revolving Loan, and (ii) the latest Maturity Date for any then-effective Revolving Credit Facility. At any time that there shall exist a Defaulting Lender, immediately upon the request of the Swingline Lender, the Borrowers shall repay the outstanding Swingline Loans made by the Swingline Lender in an amount sufficient to eliminate any Fronting Exposure in respect of such Swingline Loans.

2.08 Interest.

(a) Subject to the provisions of subsection (b) below, (i) each Revolving Loan under the Initial Revolving Credit Facility that is a SOFR Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to Term SOFR for such Interest Period plus the Applicable Rate; (ii) each Revolving Loan under the Initial Revolving Credit Facility that is a Base Rate Revolving Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Rate; (iii) each Swingline Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at (x) a rate per annum set forth in the Overdraft Services Agreement or (y) if the Overdraft Services Agreement has been terminated, a rate per annum equal to the Base Rate plus the Applicable Rate for the Revolving Credit Facility or (z) any other rate as the Borrower Representative and the Swingline Lender may agree; (iv)

each Other Revolving Loan shall bear interest on the outstanding principal amount thereof at the rate per annum set forth in the Refinancing Amendment for the applicable Facility; and (v) each Extended Revolving Loan shall bear interest on the outstanding principal amount thereof at the rate per annum set forth in the Extension Amendment for the applicable Facility.

(b) (i) If any amount of principal of any Loan (other than a Swingline Loan) is not paid when due (without regard to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, such amount shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(ii) If any amount (other than principal of any Loan and Obligations in respect of Swingline Loans) payable by the Borrowers under any Loan Document is not paid when due (without regard to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, then upon the request of the Required Lenders, such amount shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(iii) Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(iv) If any amount of principal or interest on the Swingline Loans is not paid when due (without regard to any applicable grace periods), such amount shall thereafter bear interest at (x) prior to the termination of the Overdraft Services Agreement, the "Default Rate" (as defined in the Overdraft Services Agreement) as provided in the Overdraft Services Agreement, which interest shall be payable on the terms set forth in the Overdraft Services Agreement and (y) at or after the termination of the Overdraft Services Agreement, as set forth above in this Section 2.08(b)(i) and (ii), as applicable, as if the Swingline Loan was any "Loan" or "Obligation" as referred to therein.

(c) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

(d) In connection with the use or administration of Term SOFR, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document. The Administrative Agent will promptly notify the Borrower Representative and the Lenders in writing of the effectiveness of any Conforming Changes in connection with the use or administration of Term SOFR.

2.09 Fees. In addition to certain fees described in subsections (h) and (i) of Section 2.03:

(a) Unused Fee**.** The Borrowers shall pay to the Administrative Agent for the account of each Revolving Lender in accordance with its Pro Rata Share of each Revolving Credit

Facility, an unused fee equal to the Applicable Rate for such Revolving Credit Facility times the actual daily amount by which the Aggregate Revolving Commitments exceed the sum of (i) the Outstanding Amount of Revolving Loans and (ii) the Outstanding Amount of L/C Obligations. For the avoidance of doubt, the Outstanding Amount of Swingline Loans shall not be counted towards or considered usage of the Aggregate Revolving Commitments for purposes of determining the unused fee. The unused fee shall accrue at all times during the Availability Period, including at any time during which one or more of the conditions in Section 4.02 is not met, and shall be due and payable quarterly in arrears on the last Business Day of each March, June, September and December, commencing with the first such date to occur after the Closing Date, and on the Maturity Date for any Revolving Credit Facility. The unused fee shall be calculated quarterly in arrears, and if there is any change in the Applicable Rate during any quarter, the actual daily amount shall be computed and multiplied by the Applicable Rate separately for each period during such quarter that such Applicable Rate was in effect.

(b) [Reserved].

(c) Other Fees**.** The Borrowers shall pay to the Arrangers and the Administrative Agent such fees as shall have been separately agreed upon in writing in the amounts and at the times so specified.

2.10 Computation of Interest and Fees; Retroactive Adjustments of Applicable Rate.

(a) All computations of interest for Base Rate Loans (including Base Rate Loans determined by reference to the Daily SOFR Rate) shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed. All other computations of fees and interest shall be made on the basis of a 360-day year and actual days elapsed (which results in more fees or interest, as applicable, being paid than if computed on the basis of a 365 day year). Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid, provided that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.12(a), bear interest for one (1) day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

(b) If, as a result of any restatement of or other adjustment to the financial statements of the Parent Borrower or for any other reason, the Borrowers or the Lenders determine that (i) the Total Net Leverage Ratio as calculated by the Borrowers as of any applicable date was inaccurate and (ii) a proper calculation of the Total Net Leverage Ratio would have resulted in higher pricing for such period, the Borrowers shall immediately and retroactively be obligated to pay to the Administrative Agent for the account of the applicable Lenders, promptly on demand by the Administrative Agent (or, after the occurrence of an actual or deemed entry of an order for relief with respect to a Borrower under any Debtor Relief Law, automatically and without further action by the Administrative Agent, any Lender or the L/C Issuer), an amount equal to the excess of the amount of interest and fees that should have been paid for such period over the amount of interest and fees actually paid for such period. This paragraph shall not limit the rights of the Administrative Agent, any Lender or the L/C Issuer, as the case may be, under Section 2.03(c)(iii), 2.03(i) or 2.08(b) or under Article X.

2.11 Evidence of Debt.

(a) The Credit Extensions made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender and by the Administrative Agent in the ordinary course of business. The accounts or records maintained by the Administrative Agent and each Lender shall be conclusive absent manifest error of the amount of the Credit Extensions made by the Lenders to the Borrowers and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrowers hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender made through the Administrative Agent, the Borrowers shall execute and deliver to such Lender (through the Administrative Agent) a Note, which shall evidence such Lender's Loans under the applicable Facility in addition to such accounts or records. Each Lender may attach schedules to its Note and endorse thereon the date, Type (if applicable), amount and maturity of its Loans and payments with respect thereto.

(b) In addition to the accounts and records referred to in subsection (a), each Revolving Lender and the Administrative Agent shall maintain in accordance with its usual practice accounts or records evidencing the purchases and sales by such Revolving Lender of participations in Letters of Credit and Swingline Loans. In the event of any conflict between the accounts and records maintained by the Administrative Agent and the accounts and records of any Revolving Lender in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error.

2.12 Payments Generally.

(a) All payments to be made by the Borrowers shall be made without deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrowers hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Office in Dollars and in immediately available funds not later than 2:00 p.m. on the date specified herein. The Administrative Agent will promptly distribute to each Lender its Pro Rata Share (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 2:00 p.m. shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue.

(b) If any payment to be made by the Borrowers shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(c) Unless the Borrower Representative has notified the Administrative Agent, prior to the date any payment is required to be made by it to the Administrative Agent hereunder, that the Borrowers will not make such payment, the Administrative Agent may assume that the Borrowers have timely made such payment and may (but shall not be so required to), in reliance

thereon, make available a corresponding amount to the Person entitled thereto. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Revolving Borrowing of SOFR Loans (or, in the case of any Revolving Borrowing of Base Rate Loans, prior to 12:00 noon on the date of such Revolving Borrowing) that such Lender will not make available to the Administrative Agent such Lender's share of such Revolving Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.02 (or, in the case of a Revolving Borrowing of Base Rate Loans, that such Lender has made such share available in accordance with and at the time required by Section 2.02) and may, in reliance upon such assumption, make available to the applicable Borrower a corresponding amount. If and to the extent that such payment was not in fact made to the Administrative Agent in immediately available funds, then:

(i) if the Borrowers failed to make such payment, each Lender shall forthwith on demand repay to the Administrative Agent the portion of such assumed payment that was made available to such Lender in immediately available funds, together with interest thereon in respect of each day from and including the date such amount was made available by the Administrative Agent to such Lender to the date such amount is repaid to the Administrative Agent in immediately available funds at the Federal Funds Rate from time to time in effect; and

(ii) if any Lender failed to make such payment, such Lender shall forthwith on demand pay to the Administrative Agent the amount thereof in immediately available funds, together with interest thereon for the period from the date such amount was made available by the Administrative Agent to the Borrowers to the date such amount is recovered by the Administrative Agent (the "Compensation Period") at a rate per annum equal to the Federal Funds Rate from time to time in effect. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Revolving Loan included in the applicable Borrowing. If such Lender does not pay such amount forthwith upon the Administrative Agent's demand therefor, the Administrative Agent may make a demand therefor upon the Borrower Representative, and the Borrowers shall pay such amount to the Administrative Agent, together with interest thereon for the Compensation Period at a rate per annum equal to the rate of interest applicable to the applicable Borrowing. Nothing herein shall be deemed to relieve any Lender from its obligation to fulfill its Commitment or to prejudice any rights which the Administrative Agent or the Borrowers may have against any Lender as a result of any default by such Lender hereunder.

A notice of the Administrative Agent to any Lender or the Borrower Representative with respect to any amount owing under this subsection (c) shall be conclusive, absent manifest error.

(d) If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to the Borrowers by the Administrative Agent because the conditions to the applicable Credit Extension set forth in Article IV are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(e) The obligations of the Lenders hereunder to make Revolving Loans and the obligations of the Revolving Lenders to fund participations in Letters of Credit and Swingline Loans are several and not joint. The failure of any Lender to make any Revolving Loan or to fund any such participation on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Revolving Loan or purchase its participation.

(f) Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

2.13 Sharing of Payments. If, other than as expressly provided elsewhere herein (including by way of a permitted assignment), any Lender shall obtain on account of the Revolving Loans made by it, or the participations in L/C Obligations or in Swingline Loans held by it, any payment (whether voluntary, involuntary, through the exercise of any right of set-off, or otherwise) in excess of its ratable share (or other share contemplated hereunder) thereof, such Lender shall immediately (a) notify the Administrative Agent of such fact, and (b) purchase from the other Lenders entitled to such payment such participations in the Revolving Loans made by them and/or such subparticipations in the participations in L/C Obligations or Swingline Loans held by them, as the case may be, as shall be necessary to cause such purchasing Lender to share the excess payment in respect of such Revolving Loans or such participations, as the case may be, *pro rata* with each other Lender entitled to such payment; provided, however, that if all or any portion of such excess payment is thereafter recovered from the purchasing Lender under any of the circumstances described in Section 12.06 (including pursuant to any settlement entered into by the purchasing Lender in its discretion), such purchase shall to that extent be rescinded and each other Lender shall repay to the purchasing Lender the purchase price paid therefor, together with an amount equal to such paying Lender's ratable share (according to the proportion of (i) the amount of such paying Lender's required repayment to (ii) the total amount so recovered from the purchasing Lender) of any interest or other amount paid or payable by the purchasing Lender in respect of the total amount so recovered, without further interest thereon. The Borrowers agree that any Lender so purchasing a participation from another Lender may, to the fullest extent permitted by law, exercise all its rights of payment (including the right of set-off, but subject to Section 12.09) with respect to such participation as fully as if such Lender were the direct creditor of the Borrowers in the amount of such participation. The Administrative Agent will keep records (which shall be conclusive and binding in the absence of manifest error) of participations purchased under this Section and will in each case notify the Lenders following any such purchases or repayments. Each Lender that purchases a participation pursuant to this Section shall from and after such purchase have the right to give all notices, requests, demands, directions and other communications under this Agreement with respect to the portion of the Obligations purchased to the same extent as though the purchasing Lender were the original owner of the Obligations purchased.

2.14 [Reserved].

2.15 Incremental Facilities.

(a) Request for Increase. Provided there exists no Event of Default, upon notice from the Borrower Representative to the Administrative Agent (which shall promptly notify the Lenders), the Borrowers may from time to time request an increase in the Revolving Commitments under any Revolving Credit Facility (an "Increased Revolving Commitment"); provided that (i) any such Increased Revolving Commitments shall be in a minimum amount of $10,000,000, and (ii) the aggregate amount of all Increased Revolving Commitments incurred pursuant to this Section 2.15 on such date shall not exceed the Incremental Loan Amount as of the date of incurrence thereof.

(b) Notification by the Administrative Agent; Additional Lenders. Any Increased Revolving Commitments may, at the option of the Borrowers, be provided by existing Lenders or, subject to the approval of the Administrative Agent (which approvals shall not be unreasonably withheld) but only to the extent the Administrative Agent's consent would be needed for an assignment to such Lender under Section 12.07, the Borrowers may also invite additional Eligible Assignees to become Lenders (each, an "Additional Lender"). For the avoidance of doubt, no existing Lender shall have any obligation to provide any portion of any Increased Revolving Commitments.

(c) Closing Date and Allocations. The Administrative Agent, the Borrower Representative and the lenders participating therein shall determine the effective date (the "Increase Effective Date") and the final allocation of any Increased Revolving Commitments. The Administrative Agent shall promptly notify the Borrower Representative and the Lenders of the final allocation of such increase and the Increase Effective Date.

(d) Conditions to Effectiveness of Increases. As conditions precedent to any such increase,

(i) immediately before and immediately after giving effect to such increase, (A) the representations and warranties contained in Articles V and VI and the other Loan Documents shall be true and correct in all material respects on and as of the Increase Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date, except that any such representation or warranty qualified by materiality or as to Material Adverse Effect shall be true and correct in all respects and except that for purposes of this Section 2.15, the representations and warranties contained in subsection (a) of Section 6.05 shall be deemed to refer to (x) the most recent annual financial statements furnished pursuant to subsection (a) of Section 8.01 and (y) the most recent quarterly financial statements furnished pursuant to subsection (b) of Section 8.01 (in the case of this subclause (y), only if such quarterly financial statements were the most recent financial statements furnished in accordance with the terms of this Agreement) and (B) no Event of Default shall exist,

(ii) the Borrowers shall deliver to the Administrative Agent a certificate of each Loan Party dated as of the Increase Effective Date signed by a Responsible Officer of such Loan Party (x) certifying and attaching the resolutions adopted by such Loan Party approving or consenting to such increase, (y) in the case of the Borrower Representative, certifying that, the conditions described in subsection (i) above have been satisfied,

(iii) the Administrative Agent shall have received a joinder agreement (each, an "Incremental Joinder") duly executed by each Borrower, each Lender providing any portion of such Increased Revolving Commitments and the Administrative Agent setting forth the commitments and other provisions relevant to such Increased Revolving Commitments, which shall in each case be customary for facilities of such type and, in the case of any Additional Lender, include the agreement by such Additional Lender to become a party to this Agreement,

(iv) the Borrowers shall have delivered legal opinions, to the extent reasonably requested by the Administrative Agent, relating to such Increased Revolving Commitments covering matters similar to those covered in the opinions delivered on the Closing Date,

(v) [reserved],

(vi) any Lenders and Additional Lenders in respect of Increased Revolving Commitments may be paid such fees as the Borrowers and such Lenders and Additional Lenders may agree,

(vii) [reserved],

(viii) if requested by the Administrative Agent or the Collateral Trustee (in each case, in its sole discretion), the Administrative Agent and Collateral Trustee shall have received modification endorsements, or a commitment acceptable to the Administrative Agent to obtain modification endorsements, to the title policies increasing the title insurance thereunder to an aggregate amount of not less than the sum of the Revolving Commitments (as increased by any Increased Revolving Commitment),

(ix) the Administrative Agent and the Collateral Trustee shall have received such amendments and modifications in respect of the Collateral (including date-downs of the title policies) as the Administrative Agent or the Collateral Trustee may reasonably request, and

(x) after giving effect to such Increased Revolving Commitments, the Borrower would be in compliance with Section 9.10 on a Pro Forma Basis (calculated as though any such Increased Revolving Commitments were fully drawn).

If the Borrowers increase the Revolving Commitments (a) each Revolving Lender immediately prior to such increase will automatically and without further act be deemed to have assigned to each lender providing a portion of the Increased Revolving Commitments (each, a "Revolving Commitment Increase Lender"), and each such Revolving Commitment Increase Lender will automatically and without further act be deemed to have assumed, a portion of such

Revolving Lender's participations hereunder in outstanding Letters of Credit and Swingline Loans such that, after giving effect to each such deemed assignment and assumption of participations, the percentage of the aggregate outstanding (i) participations hereunder in Letters of Credit and (ii) participations hereunder in Swingline Loans held by each Revolving Lender (including each such Revolving Commitment Increase Lender) will equal the percentage of the aggregate Revolving Commitments of all Revolving Lenders represented by such Revolving Lender's Revolving Commitment and (b) if, on the date of such increase, there are any Revolving Loans outstanding, the Borrowers shall, in coordination with the Administrative Agent, repay outstanding Revolving Loans of certain of the Revolving Lenders, and incur additional Revolving Loans from certain other Revolving Lenders, in each case to the extent necessary so that all of the Revolving Lenders participate in each outstanding Borrowing of Revolving Loans in accordance with their respective Pro Rata Share (after giving effect to any increase in the Revolving Commitments pursuant to this Section 2.15) and with the Borrowers being obligated to pay to the respective Revolving Lenders any costs of the type referred to in Section 3.05 in connection with any such repayment and/or Borrowing. The Borrowers shall also pay any costs and expenses (including, without limitation, Attorney Costs) incurred in connection with the increase of any Commitment pursuant to this Section 2.15.

(e) Equal and Ratable Benefit. The Loans and Commitments established pursuant to this Section 2.15 shall constitute Loans and Commitments under, and shall be entitled to all the benefits afforded by, this Agreement and the other Loan Documents, and shall, without limiting the foregoing, (x) benefit equally and ratably from the Guaranty and the Collateral and constitute Priority Lien Obligations under the Collateral Trust Agreement and (y) not have any borrower or guarantors other than the Borrowers and the Guarantors or benefit from any collateral other than the Collateral. Any Increased Revolving Commitments shall have terms identical to the terms of the existing Revolving Commitments of the relevant Revolving Credit Facility hereunder; provided, however, that (A) upfront fees may be paid to Lenders providing such Increased Revolving Commitments as agreed by such Lenders and the Borrowers and (B) the conditions applicable to the incurrence of such Increased Revolving Commitments shall be as provided in this Section 2.15.

(f) Conflicting Provisions. This Section 2.15 shall supersede any provisions in Section 2.13 or 12.01 to the contrary.

2.16 Cash Collateral.

(a) Certain Credit Support Events. If there shall exist a Defaulting Lender, within one (1) Business Day following any written request by the Administrative Agent or the L/C Issuer (with a copy to the Administrative Agent) to the Borrower Representative, the Borrowers shall Cash Collateralize the L/C Issuer's Fronting Exposure with respect to such Defaulting Lender (determined after giving effect to Section 2.17(a)(iv) and any Cash Collateral provided by such Defaulting Lender) in an amount not less than the Minimum Collateral Amount.

(b) Grant of Security Interest. The Borrowers, and to the extent provided by any Defaulting Lender, such Defaulting Lender, hereby grant to (and subject to the control of) the Administrative Agent, for the benefit of the Administrative Agent, the L/C Issuer and the Lenders, and agree to maintain, a first priority lien and security interest in all cash, deposit accounts and all

balances therein employed to Cash Collateralize L/C Obligations in accordance with Section 2.16(a) and Section 2.17, and in all other property so provided as collateral pursuant hereto, and in all proceeds of the foregoing, as security for the Defaulting Lenders' obligation to fund participations in respect of L/C Obligations, to be applied pursuant to Section 2.16(c). If at any time the Administrative Agent determines that Cash Collateral is subject to any right or claim of any Person other than the Administrative Agent or the L/C Issuer as herein provided (other than Permitted Liens), or that the total amount of such Cash Collateral is less than the Minimum Collateral Amount, the Borrowers will, promptly upon demand by the Administrative Agent to the Borrower Representative, pay or provide to the Administrative Agent additional Cash Collateral in an amount sufficient to eliminate such deficiency (after giving effect to Section 2.17(a)(iv) and any Cash Collateral provided by the Defaulting Lender).

(c) Application. Notwithstanding anything to the contrary contained in this Agreement, Cash Collateral provided under this Section 2.16 or Section 2.17 in respect of Letters of Credit shall be held and applied to the satisfaction of the Defaulting Lender's obligation to fund participations in respect of L/C Obligations (including, as to Cash Collateral provided by a Defaulting Lender, any interest accrued on such obligation) for which the Cash Collateral was so provided, prior to any other application of such property as may otherwise be provided for herein.

(d) Release. Cash Collateral (or the appropriate portion thereof) provided to reduce the L/C Issuer's Fronting Exposure shall be released pursuant to this Section 2.16 following (i) the elimination of the applicable Fronting Exposure (including by the termination of Defaulting Lender status of the applicable Lender (or, as appropriate, its assignee following compliance with Section 12.06(b)(vi))), or (ii) the determination by the Administrative Agent and the L/C Issuer that there exists excess Cash Collateral; provided, however, that, subject to Section 2.17 the Person providing Cash Collateral and the L/C Issuer may agree that Cash Collateral shall not be released but instead held to support future anticipated Fronting Exposure or other obligations.

2.17 Defaulting Lenders.

(a) Adjustments. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as that Lender is no longer a Defaulting Lender, to the extent permitted by applicable Law:

(i) Waivers and Amendments. Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement and the other Loan Documents shall be restricted as set forth in the definition of "Required Lenders", and Section 12.01.

(ii) Defaulting Lender Waterfall. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article X or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 12.08 shall be applied at such time or times as may be determined by the Administrative Agent as follows: *first*, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; *second*, to the payment on a *pro rata* basis of any amounts owing by such Defaulting Lender to the L/C Issuer or Swingline

Lender hereunder; *third*, to Cash Collateralize the L/C Issuer's Fronting Exposure with respect to such Defaulting Lender in accordance with Section 2.16; *fourth*, as the Borrower Representative may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; *fifth*, if so determined by the Administrative Agent and the Borrower Representative, to be held in a deposit account and released *pro rata* in order to (x) satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement and (y) Cash Collateralize the L/C Issuer's future Fronting Exposure with respect to such Defaulting Lender with respect to future Letters of Credit issued under this Agreement, in accordance with Section 2.16; *sixth*, to the payment of any amounts owing to the Lenders, the L/C Issuer or Swingline Lender as a result of any judgment of a court of competent jurisdiction obtained by any Lender, the L/C Issuer or the Swingline Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; *seventh*, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrowers as a result of any judgment of a court of competent jurisdiction obtained by the Borrowers against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and *eighth*, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Loans or L/C Borrowings in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made or the related Letters of Credit were issued at a time when the conditions set forth in Section 4.02 were satisfied or waived, such payment shall be applied solely to pay the Loans of, and L/C Obligations owed to, all Non-Defaulting Lenders on a *pro rata* basis prior to being applied to the payment of any Loans of, or L/C Obligations owed to, such Defaulting Lender until such time as all Loans and funded and unfunded participations in L/C Obligations and Swingline Loans are held by the Lenders *pro rata* in accordance with the Commitments hereunder without giving effect to Section 2.17(a)(iv). Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post Cash Collateral pursuant to this Section 2.17(a)(ii) shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) Certain Fees.

(A) No Defaulting Lender shall be entitled to receive any fee payable under Section 2.09(a) for any period during which that Lender is a Defaulting Lender (and the Borrowers shall not be required to pay any such fee that otherwise would have been required to have been paid to that Defaulting Lender).

(B) Each Defaulting Lender shall be entitled to receive Letter of Credit Fees for any period during which that Lender is a Defaulting Lender only to the extent allocable to its Pro Rata Share of the stated amount of Letters of Credit for which it has provided Cash Collateral pursuant to Section 2.16.

(C) With respect to any Letter of Credit Fee not required to be paid to any Defaulting Lender pursuant to subsection (A) or (B) above, the Borrowers shall

(x) pay to each Non-Defaulting Lender that portion of any such fee otherwise payable to such Defaulting Lender with respect to such Defaulting Lender's participation in L/C Obligations or Swingline Loans that has been reallocated to such Non-Defaulting Lender pursuant to subsection (iv) below, (y) pay to the L/C Issuer and Swingline Lender, as applicable, the amount of any such fee otherwise payable to such Defaulting Lender to the extent allocable to such L/C Issuer's or Swingline Lender's Fronting Exposure to such Defaulting Lender, and (z) not be required to pay the remaining amount of any such fee.

(iv) Reallocation of Applicable Percentages to Reduce Fronting Exposure. All or any part of such Defaulting Lender's participation in L/C Obligations and Swingline Loans shall be reallocated among the Non-Defaulting Lenders in accordance with their respective Pro Rata Shares of the Aggregate Revolving Commitments (calculated without regard to such Defaulting Lender's Revolving Commitment) but only to the extent that such reallocation does not cause any Non-Defaulting Lender's aggregate Pro Rata Share of the Total Revolving Outstandings to exceed such Non-Defaulting Lender's Revolving Commitment. Subject to Section 12.29, no reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a Non-Defaulting Lender as a result of such Non-Defaulting Lender's increased exposure following such reallocation.

(v) Cash Collateral, Repayment of Swingline Loans. If the reallocation described in subsection (a)(iv) above cannot, or can only partially, be effected, the Borrowers shall, without prejudice to any right or remedy available to them hereunder or under applicable Law, (x) *first*, prepay Swingline Loans in an amount equal to the Swingline Lenders' Fronting Exposure and (y) *second*, Cash Collateralize the L/C Issuers' Fronting Exposure in accordance with the procedures set forth in Section 2.16.

(b) Defaulting Lender Cure**.** If the Borrower Representative, the Administrative Agent, Swingline Lender and the L/C Issuer agree in writing that a Lender is no longer a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any Cash Collateral), that Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders under the applicable Facility or take such other actions as the Administrative Agent may determine to be necessary to cause the Revolving Loans and funded and unfunded participations in Letters of Credit and Swingline Loans under any Facility to be held on a *pro rata* basis by the Lenders in accordance with their Pro Rata Shares of such Facility (without giving effect to Section 2.17(a)(iv)), whereupon such Lender will cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrowers while that Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

2.18 [Reserved].

2.19 Refinancing Amendments.

(a) At any time after the Closing Date, the Borrowers may obtain Credit Agreement Refinancing Indebtedness in respect of all or any portion of the Revolving Loans (or unused Revolving Commitments) then outstanding under this Agreement (which for purposes of this subsection (a) will be deemed to include any Revolving Loan (or unused Revolving Commitments) under the Initial Revolving Credit Facility, Other Revolving Loans (or unused Other Revolving Commitments) and Extended Revolving Loans), in the form of Other Revolving Loans or Other Revolving Commitments pursuant to a Refinancing Amendment; provided that, notwithstanding anything to the contrary in this Section 2.19 or otherwise, (1) the borrowing and repayment of Loans with respect to Other Revolving Commitments after the date of obtaining any Other Revolving Commitments shall be made on a *pro rata* basis with all other Revolving Commitments, except in the case of (A) payments of interest and fees at different rates on Other Revolving Commitments (and related outstandings), (B) repayments required upon the maturity date of any Facility and (C) repayment made in connection with a permanent repayment and termination of commitments of any Facility (subject to subsection (2) below), (2) the permanent repayment of Revolving Loans with respect to, and termination of, Revolving Commitments after the date of obtaining any Other Revolving Commitments shall be made on a *pro rata* basis among all Revolving Commitments, except that the Borrowers shall be permitted to permanently repay and terminate commitments under any Facility on a non-*pro rata* basis if such Facility has an earlier maturity date than any Facility not so reduced, and (3) assignments and participations of Other Revolving Commitments and Other Revolving Loans shall be governed by the same assignment and participation provisions applicable to Revolving Commitments and Revolving Loans. The effectiveness of any Refinancing Amendment shall be subject to the satisfaction on the date thereof of each of the conditions set forth in Section 4.02, and to the extent reasonably requested by the Administrative Agent, receipt by the Administrative Agent of (i) a certificate of each Loan Party dated as of the effective date of such Refinancing Amendment signed by a Responsible Officer of such Loan Party (x) certifying and attaching the resolutions adopted by such Loan Party approving or consenting to such refinancing, (y) in the case of the Borrower Representative, certifying that, before and after giving effect to such refinancing, (A) the representations and warranties contained in Articles V and VI and the other Loan Documents are true and correct on and as of such date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date, and except that for purposes of this Section 2.19, the representations and warranties contained in subsection (a) of Section 6.05 shall be deemed to refer to (x) the most recent annual financial statements furnished pursuant to subsection (a) of Section 8.01 and (y) the most recent quarterly financial statements furnished pursuant to subsection (b) of Section 8.01 (in the case of this subclause (y), only if such quarterly financial statements were the most recent financial statements furnished in accordance with the terms of this Agreement), and (B) no Default exists, and (ii) legal opinions reasonably requested by the Administrative Agent relating to the matters described above covering matters similar to those covered in the opinions delivered on the Closing Date. Each issuance of Credit Agreement Refinancing Indebtedness under this Section 2.19(a) shall be in an aggregate principal amount that is (x) not less than $5,000,000 and (y) an integral multiple of $1,000,000 in excess thereof.

(b) The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Refinancing Amendment. Each of the parties hereto hereby agrees that, upon the effectiveness of any Refinancing Amendment, this Agreement shall be deemed amended to the extent (but only to the extent) necessary to reflect the existence and terms of the Credit Agreement Refinancing Indebtedness incurred pursuant thereto (including any amendments necessary to treat the Loans and Commitments subject thereto as Other Revolving Loans and Other Revolving Commitments, as applicable). Any Refinancing Amendment may, without the consent of any other Lenders, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrowers, to effect the provisions of this Section 2.19.

(c) This Section 2.19 shall supersede any provisions in Section 2.13 or 12.01 to the contrary.

2.20 Extension of Loans and Commitments.

(a) The Borrowers may at any time request that all or a portion of the Revolving Commitments of any then existing Facility (an "Existing Revolving Facility" and any related Revolving Loans thereunder, "Existing Revolving Loans") be modified to constitute another Facility of Revolving Commitments in order to extend the scheduled maturity date thereof (any such Revolving Commitments which have been so modified, "Extended Revolving Commitments" and any related Revolving Loans, "Extended Revolving Loans") and to provide for other terms consistent with this Section 2.20. In order to establish any Extended Revolving Commitments, the Borrower Representative shall provide a notice to the Administrative Agent (who shall provide a copy of such notice to each of the Lenders of the applicable Existing Revolving Facility) (an "Extension Request") setting forth the proposed terms of the Extended Revolving Commitments to be established, which terms shall be identical to those applicable to the Revolving Commitments of the Existing Revolving Facility from which they are to be modified except (i) the scheduled termination date of the Extended Revolving Commitments and the related scheduled maturity date of the related Extended Revolving Loans shall be extended to the date set forth in the applicable Extension Amendment, (ii) (A) the interest rate with respect to the Extended Revolving Loans may be higher or lower than the interest rate for the Revolving Loans of such Existing Revolving Facility and/or (B) additional fees may be payable to the Lenders providing such Extended Revolving Commitments, in each case, to the extent provided in the applicable Extension Amendment, (iii) the Applicable Rate with respect to the Extended Revolving Commitments may be higher or lower than the Applicable Rate for the Revolving Commitments of such Existing Revolving Facility and (iv) the covenants set forth in Article IX may be modified in a manner acceptable to the Borrowers, the Administrative Agent and the Lenders party to the applicable Extension Amendment, such modifications to become effective only after the latest Maturity Date of any Facility in effect immediately prior to giving effect to such Extension Amendment (it being understood that each Lender providing Extended Revolving Commitments, by executing an Extension Amendment, agrees to be bound by such provisions and waives any inconsistent provisions set forth in Section 2.13 or Section 12.09). Each Lender holding Extended Revolving Commitments shall be entitled to all the benefits afforded by this Agreement (including, without limitation, the provisions set forth in Section 2.05 applicable to Existing Revolving Loans) and the other Loan Documents, and shall, without limiting the foregoing, benefit equally and ratably from the Guaranties and the Collateral and constitute Priority Lien Secured Party under the

Collateral Trust Agreement. No Lender shall have any obligation to agree to have any of its Revolving Commitments of any Existing Revolving Facility modified to constitute Extended Revolving Commitments pursuant to any Revolving Extension Request. Any Extended Revolving Commitments established pursuant to the same Extension Amendment shall constitute a separate facility of Revolving Commitments (each, an "Extended Revolving Facility") from the Existing Revolving Facility from which they were modified. If, on the date of any extension, any Revolving Loans of any Extending Lender are outstanding under the applicable Existing Revolving Facility, such Revolving Loans (and any related participations) shall be deemed to be allocated as Extended Revolving Loans (and related participations) in the same proportion as such Extending Lender's Extended Revolving Commitments bear to its remaining Revolving Commitments of the Existing Revolving Facility. In addition, if so provided in the relevant Extension Amendment and with the consent of the applicable L/C Issuer, upon the termination of Revolving Commitments under a Revolving Credit Facility with an earlier Maturity Date than an Extended Revolving Facility, participations in Letters of Credit under such Revolving Credit Facility shall be re-allocated from Lenders of such Revolving Credit Facility to Lenders holding Extended Revolving Commitments in accordance with the terms of such Extension Amendment; provided that (i) such participation interests shall, upon receipt thereof by the relevant Lenders holding Extended Revolving Commitments, be deemed to be participation interests in respect of such Extended Revolving Commitments and the terms of such participation interests (including, without limitation, the commission applicable thereto) shall be adjusted accordingly and (ii) such re-allocation shall not cause the aggregate Outstanding Amount of the Revolving Loans of any Revolving Lender, plus such Revolving Lender's Pro Rata Share of the Outstanding Amount of all L/C Obligations, plus such Revolving Lender's Pro Rata Share of the Outstanding Amount of all Swingline Loans to exceed such Revolving Lender's Revolving Commitment.

(b) The Borrower Representative shall provide the applicable Extension Request at least five (5) Business Days prior to the date on which Lenders under the existing Facility are requested to respond. Any Lender wishing to have all or a portion of its Revolving Commitments of the existing Facility subject to such Extension Request modified to constitute Extended Revolving Loans and related Commitments (an "Extending Lender") shall notify the Administrative Agent (an "Extension Election") on or prior to the date specified in such Extension Request of the amount of its Revolving Commitments of the existing Facility which it has elected to modify to constitute Extended Revolving Loans and related Commitments. In the event that the aggregate amount of Revolving Commitments of the existing Facility subject to Extension Elections exceeds the amount of Extended Revolving Loans and related Commitments requested pursuant to the Extension Request or Revolving Commitments subject to such Extension Elections shall be modified to constitute Extended Revolving Loans and related Commitments on a *pro rata* basis based on the amount of Revolving Commitments included in such Extension Elections. The Borrower Representative shall have the right to withdraw any Extension Request upon written notice to the Administrative Agent.

(c) Extended Revolving Loans and related Commitments shall be established pursuant to an amendment (an "Extension Amendment") to this Agreement reasonably satisfactory to the Administrative Agent. Each Extension Amendment shall be executed by the Borrowers, the Administrative Agent and the Extending Lenders (it being understood that such Extension Amendment shall not require the consent of any Lender other than the Extending Lenders with respect to the Extended Revolving Loans and related Commitments established thereby) extending

their respective Loans and Commitments thereunder. The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Extension Amendment. An Extension Amendment may, subject to Section 2.20(a), without the consent of any other Lenders, effect such amendments to this Agreement and the other Loan Documents as may be necessary or advisable, in the reasonable opinion of the Administrative Agent and the Borrowers, to effect the provisions of this Section 2.20 (including, without limitation, such technical amendments as may be necessary or advisable, in the reasonable opinion of the Administrative Agent and the Borrowers, to give effect to the terms and provisions of any Extended Revolving Loans and related Commitments); provided that each Lender whose Loans or Commitments are affected by such Extension Amendment shall have approved such Extension Amendment.

(d) The effectiveness of any Extension Amendment shall be subject to the satisfaction on the date thereof of each of the conditions set forth in Section 4.02, and to the extent reasonably requested by the Administrative Agent, receipt by the Administrative Agent of (i) a certificate of each Loan Party dated as of the effective date of such Refinancing Amendment signed by a Responsible Officer of such Loan Party (x) certifying and attaching the resolutions adopted by such Loan Party approving or consenting to such extension, (y) in the case of the Borrower Representative, certifying that, before and after giving effect to such extension, (A) the representations and warranties contained in Articles V and VI and the other Loan Documents are true and correct on and as of such date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date, and except that for purposes of this Section 2.20, the representations and warranties contained in subsection (a) of Section 6.05 shall be deemed to refer to (x) the most recent annual financial statements furnished pursuant to subsection (a) of Section 8.01 and (y) the most recent quarterly financial statements furnished pursuant to subsection (b) of Section 8.01 (in the case of this subclause (y), only if such quarterly financial statements were the most recent financial statements furnished in accordance with the terms of this Agreement), and (B) no Default exists, and (ii) legal opinions reasonably requested by the Administrative Agent relating to the matters described above covering matters similar to those covered in the opinions delivered on the Closing Date.

(e) This Section 2.20 shall supersede any provisions in Section 2.13 or 12.01 to the contrary.

2.21 Benchmark Replacement Setting.

(a) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (a) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (b) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the

fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders. If the Benchmark Replacement is Daily Simple SOFR, all interest payments will be payable on a monthly basis.

(b) Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(c) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrower Representative and the Lenders of (i) the implementation of any Benchmark Replacement, and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Administrative Agent will notify the Borrower Representative of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (d) below and (y) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.21 including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 2.21.

(d) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the administrator of such Benchmark or the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(e) Benchmark Unavailability Period. Upon the Borrower Representative's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower Representative may revoke any pending request for a Borrowing of, conversion to or continuation of SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower Representative will be deemed to have converted any such request into a request for a Borrowing of or conversion to Base Rate Loans. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of the Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Base Rate.

2.22 Borrowers.

(a) Joint and Several Borrowers. The Borrowers are and shall be jointly and severally liable for the payment of all of the principal, interest, fees, expenses, indemnities and other Obligations under this Agreement and the other Loan Documents and for the performance of all covenants, agreements and other obligations of the Borrowers or any Borrower under this Agreement and the other Loan Documents. The invalidity, unenforceability or illegality of this Agreement and/or the other Loan Documents and/or the release by the Lenders of any Borrower hereunder and/or under any other Loan Document will not affect the obligations of any other Borrower under this Agreement and/or any other Loan Document which will otherwise remain valid and legally binding obligations of each such other Borrower. Each of the Borrowers hereby covenants and agrees that (i) it will not enforce or otherwise exercise any rights of reimbursement, subrogation, contribution or other similar rights with respect to the Obligations against any Person, including without limitation any other Borrower, prior to the payment in full of the Obligations, (ii) that it shall not be subrogated to the rights of the Secured Parties or any other Borrower in whole or in part, prior to payment in full of the Obligations and (iii) so long as there shall exist any Event of Default, all Indebtedness, claims and liabilities now or hereafter owing by a Borrower to any other Borrower or, if by law any Borrower is subrogated to the rights of the Secured Parties or any other Borrower, such rights are hereby subordinated to the prior payment in full of the Obligations and are so subordinated as a claim against such Borrower or any of its assets, whether such claim be in the ordinary course of business or in the event of voluntary or involuntary liquidation, dissolution, insolvency or bankruptcy, so that no payment with respect to any such Indebtedness, claim or liability will be made or received while any of the Obligations are outstanding.

(b) Borrower Representative. Parent Borrower (i) is designated and appointed by each Borrower as its representative and agent on its behalf (in such capacity, the "Borrower Representative") and (ii) accepts such appointment as the Borrower Representative, in each case, for the purposes of taking any and all actions and giving or receiving any and all notices, consents, requests and directions contemplated to be taken, given or received, as applicable, by the Borrower Representative or any Borrower on behalf of any Borrower or the Borrowers under the Loan Documents. The Administrative Agent, the Collateral Agent and each Lender may regard any notice or other communication from the Borrower Representative that is permitted or required to be delivered by or on behalf of any Borrower pursuant to any Loan Document as a notice or communication from all Borrowers or the applicable Borrower, as the case may be. Each Borrower shall regard any notice or other communication from any Secured Party that is permitted or required to be delivered to any Borrower or the Borrowers pursuant to any Loan Document that is

delivered to the Borrower Representative to be a notice or communication delivered to all Borrowers or the applicable Borrower, as the case may be. Each warranty, covenant, agreement and undertaking made on behalf of a Borrower by the Borrower Representative shall be deemed for all purposes to have been made by such Borrower and shall be binding upon and enforceable against such Borrower to the same extent as if the same had been made directly by such Borrower.

ARTICLE III
TAXES, YIELD PROTECTION AND ILLEGALITY

3.01 Taxes.

(a) Payments Free of Taxes; Obligation to Withhold; Payments on Account of Taxes.

(i) Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable Laws. If any applicable Laws (as determined in the good faith discretion of the applicable withholding agent) require the deduction or withholding of any Tax from any such payment by the Administrative Agent, a Loan Party, or any other applicable withholding agent, then the Administrative Agent, such Loan Party, or such withholding agent shall be entitled to make such deduction or withholding.

(ii) If any Loan Party, the Administrative Agent, or any other applicable withholding agent shall be required by any applicable Laws to withhold or deduct any Taxes, including, but not limited to, United States Federal backup withholding and withholding taxes, from any payment, then (A) the Administrative Agent or other applicable withholding agent shall withhold or make such deductions as are reasonably determined by the Administrative Agent or such withholding agent to be required, (B) the Administrative Agent or other applicable withholding agent shall timely pay the full amount withheld or deducted to the relevant Governmental Authority in accordance with the applicable Laws, and (C) to the extent that the withholding or deduction is made on account of Indemnified Taxes, the sum payable by the applicable Loan Party shall be increased as necessary so that after any required withholding or the making of all required deductions (including withholdings and deductions applicable to additional sums payable under this Section 3.01) the applicable Recipient receives an amount equal to the sum it would have received had no such withholding or deduction been made.

(b) Payment of Other Taxes by the Loan Parties. Without limiting the provisions of subsection (a) above, the Loan Parties shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for the payment by the Administrative Agent to the relevant Governmental Authority (provided the Administrative Agent delivers to the Borrower Representative evidence of such payment reasonably satisfactory to the Borrower Representative) of, any Other Taxes.

(i) The Loan Parties shall, and do hereby indemnify each Recipient, and shall make payment in respect thereof within 10 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or

attributable to amounts payable under this Section 3.01) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower Representative by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error. The Loan Parties shall, and do hereby, indemnify the Administrative Agent, and shall make payment in respect thereof within 10 days after demand therefor, for any amount which a Lender for any reason fails to pay to the Administrative Agent as required pursuant to Section 3.01(b)(ii) below.

(ii) Each Lender shall, and does hereby, severally indemnify, and shall make payment in respect thereof within 10 days after demand therefor, (*x*) the Administrative Agent against any Indemnified Taxes attributable to such Lender (but only to the extent that a Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so), (*y*) the Administrative Agent and the Loan Parties, as applicable, against any Taxes attributable to such Lender's failure to comply with the provisions of Section 12.06(d) relating to the maintenance of a Participant Register and (*z*) the Administrative Agent and the Loan Parties, as applicable, against any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent or any Loan Party in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Loan Document or otherwise payable by the Administrative Agent to such Lender from any other source against any amount due to the Administrative Agent under this subsection (ii).

(c) Evidence of Payments. As soon as practicable after any payment of Taxes by a Loan Party to a Governmental Authority as provided in this Section 3.01, such Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of any return required by Laws to report such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(d) Status of Lenders; Tax Documentation.

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower Representative and the Administrative Agent, at the time or times reasonably requested by the Borrower Representative or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower Representative or the Administrative Agent as will permit such payments to be made

without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower Representative or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower Representative or the Administrative Agent as will enable the Borrower Representative or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 3.01(d)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing,

(A) any Lender that is a U.S. Person shall deliver to the Borrower Representative and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower Representative or the Administrative Agent), executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower Representative and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower Representative or the Administrative Agent), whichever of the following is applicable:

(I) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed copies of IRS Form W-8BEN-E (or W-8BEN, as applicable) establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN-E (or W-8BEN, as applicable) establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(II) executed copies of IRS Form W-8ECI;

(III) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit G-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of a Borrower within the meaning

of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (a "U.S. Tax Compliance Certificate") and (y) executed copies of IRS Form W-8BEN-E (or W-8BEN, as applicable); or

(IV) to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN-E (or W-8BEN, as applicable), a U.S. Tax Compliance Certificate substantially in the form of Exhibit G-2 or Exhibit G-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit G-4 on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower Representative and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower Representative or the Administrative Agent), executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower Representative or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower Representative and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower Representative or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower Representative or the Administrative Agent as may be necessary for the Borrower Representative and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this subsection (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(iii) Each Lender agrees that if any form or certification it previously delivered pursuant to this Section 3.01 expires or becomes obsolete or inaccurate in any respect, it shall promptly (x) notify Borrower Representative and the Administrative Agent of such expiration, obsolescence or inaccuracy, and (y) update such form or certification

or notify the Borrower Representative and the Administrative Agent in writing of its legal inability to do so.

(e) FATCA. For purposes of determining withholding Taxes imposed under FATCA, from and after the Closing Date, the Borrowers and the Administrative Agent shall treat (and the Lenders hereby authorize the Administrative Agent to treat) this Agreement as not qualifying as a "grandfathered obligation" within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

(f) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 3.01 (including by the payment of additional amounts pursuant to this Section 3.01), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all reasonable, out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (f) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (f), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (f) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(g) Each party's obligations under this Section 3.01 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Revolving Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

(h) For purposes of this Section 3.01, for the avoidance of doubt, the term "Lender" includes the L/C Issuer and the Swingline Lender, and the term "Laws" includes FATCA.

3.02 Illegality. If any Lender determines that as a result of any Change in Law any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to make, maintain, issue or fund Credit Extensions whose interest is determined by reference to SOFR or Term SOFR, then, on notice thereof by such Lender to the Borrower Representative through the Administrative Agent, any obligation of such Lender to issue, make, maintain, fund or charge interest with respect to such Credit Extensions or continue SOFR Loans or to convert Base Rate Revolving Loans to SOFR Loans shall be suspended until such Lender notifies the Administrative Agent and the Borrower Representative that the

circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrowers shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all SOFR Loans of such Lender to Base Rate Loans, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such SOFR Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such SOFR Loans. Upon any such prepayment or conversion, the Borrowers shall also pay accrued interest on the amount so prepaid or converted. Each Lender agrees to designate a different Lending Office if such designation will avoid the need for such notice and will not, in the good faith judgment of such Lender, otherwise be materially disadvantageous to such Lender.

3.03 Inability to Determine Rates. Subject to Section 2.21, if, on or prior to the first day of any Interest Period for any SOFR Loan: (a) the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that "Term SOFR" cannot be determined pursuant to the definition thereof, or (b) the Required Lenders determine that for any reason in connection with any request for a SOFR Loan or a conversion thereto or a continuation thereof that Term SOFR for any requested Interest Period with respect to a proposed SOFR Loan does not adequately and fairly reflect the cost to such Lenders of funding such Loan, and the Required Lenders have provided notice of such determination to the Administrative Agent, then the Administrative Agent will promptly so notify the Borrower Representative and each Lender. Upon notice thereof by the Administrative Agent to the Borrower Representative, any obligation of the Lenders to make or maintain SOFR Loans, and any right of the Borrowers to continue SOFR Loans or to convert Base Rate Loans to SOFR Loans shall be suspended (to the extent of the affected Interest Periods) until the Administrative Agent (with respect to clause (b) above, at the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, (i) the Borrower Representative may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Loans (to the extent of the affected Interest Periods) or, failing that, the Borrowers will be deemed to have converted any such request into a request for a Borrowing of or conversion to Base Rate Loans in the amount specified therein and (ii) any outstanding affected SOFR Loans will be deemed to have been converted into Base Rate Loans at the end of the applicable Interest Period. Upon any such conversion, the Borrowers shall also pay accrued interest on the amount so converted, together with any additional amounts required pursuant to Section 3.05. Subject to Section 2.21, if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that "Term SOFR" cannot be determined pursuant to the definition thereof on any given day, the interest rate on Base Rate Loans shall be determined by the Administrative Agent without reference to clause (c) of the definition of "Base Rate" until the Administrative Agent revokes such determination.

3.04 Increased Cost and Reduced Return; Capital Adequacy.

(a) Changes in Law. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, liquidity, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender or the L/C Issuer;

(ii) subject any Recipient to any Taxes (other than, in each case, (A) Indemnified Taxes, (B) Taxes described in subsections (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender or the L/C Issuer any other condition, cost or expense affecting this Agreement or Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender or such other Recipient of making, converting to, continuing or maintaining any Loan or of maintaining its obligation to make any such Loan, or to increase the cost to such Lender, the L/C Issuer or such other Recipient of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender, the L/C Issuer or other Recipient hereunder (whether of principal, interest or any other amount) then, upon request of such Lender, the L/C Issuer or other Recipient, the Borrowers will pay to such Lender, the L/C Issuer or other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender, the L/C Issuer or other Recipient, as the case may be, for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender or the L/C Issuer determines that any Change in Law affecting such Lender or the L/C Issuer or any Lending Office of such Lender or such Lender's or the L/C Issuer's holding company, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's or the L/C Issuer's capital or on the capital of such Lender's or the L/C Issuer's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, or participations in Letters of Credit or Swingline Loans held by, such Lender, or the Letters of Credit issued by the L/C Issuer, to a level below that which such Lender or the L/C Issuer or such Lender's or the L/C Issuer's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or the L/C Issuer's policies and the policies of such Lender's or the L/C Issuer's holding company with respect to capital adequacy and liquidity), then from time to time the Borrowers will pay to such Lender or the L/C Issuer, as the case may be, such additional amount or amounts as will compensate such Lender or the L/C Issuer or such Lender's or the L/C Issuer's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender or the L/C Issuer setting forth the amount or amounts necessary to compensate such Lender or the L/C Issuer or its holding company, as the case may be, as specified in subsection (a) or (b) of this Section and delivered to the Borrower Representative shall be conclusive absent manifest error. The Borrowers shall pay such Lender or the L/C Issuer, as the case may be, the amount shown as due on any such certificate within 15 days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender or the L/C Issuer to demand compensation pursuant to the foregoing provisions of this Section 3.04 shall not constitute a waiver of such Lender's or the L/C Issuer's right to demand such compensation, provided that the Borrowers shall not be required to compensate a Lender or the L/C Issuer

pursuant to the foregoing provisions of this Section for any increased costs incurred or reductions suffered more than nine months prior to the date that such Lender or the L/C Issuer, as the case may be, notifies the Borrower Representative of the Change in Law giving rise to such increased costs or reductions and of such Lender's or the L/C Issuer's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

3.05 Compensation for Losses. Upon demand of any Lender (with a copy to the Administrative Agent) from time to time, the Borrowers shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any Loan other than a Base Rate Loan on a day other than the last day of the Interest Period for such Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise);

(b) any failure by the Borrowers (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan other than a Base Rate Loan on the date or in the amount notified by the Borrower Representative; or

(c) any assignment of any SOFR Loan on a day other than the last day of the Interest Period therefor as a result of a request by the Borrower Representative pursuant to Section 12.16;

including any loss of anticipated profits solely attributable to a decline in Term SOFR after the date such Loan was made and any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan or from fees payable to terminate the deposits from which such funds were obtained.

Any Lender making a claim for compensation for losses pursuant to this Section 3.05 shall make such claim within 30 days after such Lender first becomes aware of the loss, cost or expense incurred by it.

3.06 Matters Applicable to all Requests for Compensation.

(a) A certificate of the Administrative Agent or any Lender claiming compensation under this Article III and setting forth the additional amount or amounts to be paid to it hereunder (including calculations thereof in reasonable detail) shall be conclusive in the absence of manifest error. In determining such amount, the Administrative Agent or such Lender may use any reasonable averaging and attribution methods. Any and all claims for compensation under this Article III (other than Sections 3.01 and 3.05) shall be made by a Lender within 180 days after such Lender becomes aware of the facts or circumstances giving rise to such claim. Each Lender agrees to use reasonable efforts to designate a different lending office if such designation will avoid the need for or reduce the amount of any request for compensation under this Article III and take any other action available to reduce or mitigate such costs in each case if such action will not, in the good faith judgment of such Lender, subject such Lender to any unreimbursed cost or expense and be materially disadvantageous to such Lender.

(b) If any Lender requests compensation under Section 3.04, or if any of the Loan Parties is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01 and, in each case, such Lender has declined or is unable to designate a different lending office in accordance with Section 3.06(a), the Borrowers may replace such Lender in accordance with Section 12.16(b).

3.07 Survival. All of the Borrowers' obligations under this Article III shall survive payment in full of the Obligations hereunder.

ARTICLE IV
CONDITIONS PRECEDENT TO CLOSING DATE AND CREDIT EXTENSIONS

4.01 Conditions to Closing Date. The effectiveness of this Agreement and the occurrence of the Closing Date are subject to satisfaction of the following conditions precedent:

(a) The Administrative Agent's receipt (subject to Section 8.20) of the following, each properly executed (as applicable) by a Responsible Officer of the signing Loan Party and each other party thereto and each in form and substance satisfactory to the Administrative Agent and each of the Lenders:

(i) executed counterparts of this Agreement by the Tribe, each Borrower, the Administrative Agent and each initial Lender party hereto;

(ii) a Revolving Note (or Revolving Notes) executed by each Borrower and dated the Closing Date in favor of each Lender requesting a Revolving Note (or Revolving Notes);

(iii) the Guaranty, dated as of the Closing Date, duly executed by each Loan Party and the Administrative Agent;

(iv) the Collateral Trust Agreement, dated as of the Closing Date, duly executed by the Collateral Trustee, the First Lien Notes Trustee, the Second Lien Notes Trustee, each Loan Party and the Administrative Agent;

(v) (x) the Security Agreement, dated as of the Closing Date, duly executed by each Loan Party and the Collateral Trustee and (y) the Pledge Agreement, dated as of the Closing Date, duly executed by each Loan Party and the Collateral Trustee, in each case, together with:

(A) acknowledgment copies of properly filed Uniform Commercial Code financing statements (Form UCC-1), or such other evidence of filing as may be acceptable to the Administrative Agent and the Collateral Trustee, naming each of the Loan Parties (as appropriate) as the debtor, and the Collateral Trustee on behalf of the Secured Parties, as the secured party, or other similar instruments or documents, filed under the Uniform Commercial Code of all jurisdictions as may be necessary or, in the opinion of the Administrative Agent or the Collateral Trustee, desirable to perfect the security interest of the Collateral Trustee pursuant to the Security Agreement;

(B) Uniform Commercial Code termination statements necessary to release all Liens and other rights of any Person securing any existing Liens (other than Permitted Liens);

(C) results of customary lien, judgment and bankruptcy searches conducted in the applicable jurisdictions in which Parent Borrower and its Restricted Subsidiaries are organized or do business;

(D) certificates representing the pledged securities referred to on Schedule 1 to the Pledge Agreement, accompanied by undated stock powers executed in blank;

(E) security agreements or other agreements in appropriate form for filing in the United States Patent and Trademark Office and United States Copyright Office with respect to intellectual property of the Loan Parties to the extent required pursuant to the Security Agreement; and

(F) all other instruments and documents required to be delivered to the Collateral Trustee pursuant to the Security Agreement;

(vi) a duly completed Compliance Certificate (calculated as of December 31, 2024 on a Pro Forma Basis) signed by a Responsible Officer of the Parent Borrower;

(vii) executed counterparts of the Leasehold Mortgage (including the Landlord Consent) shall have been delivered by the Parent Borrower to the Administrative Agent and the Collateral Trustee in form and substance satisfactory to the Administrative Agent and the Collateral Trustee and in a form suitable for recordation with the Land Title and Records Office of the Bureau of Indian Affairs and with the Town of Montville, Connecticut;

(viii) executed counterparts of the Pocono Mortgages shall have been delivered by the applicable Pocono Subsidiaries to the Administrative Agent and the Collateral Trustee, each in form and substance satisfactory to the Administrative Agent and the Collateral Trustee and each in a form suitable for recordation with the official records of the applicable county;

(ix) executed counterparts of the Mohegan Golf Mortgage shall have been delivered by Mohegan Golf, LLC to the Administrative Agent and the Collateral Trustee in form and substance satisfactory to the Administrative Agent and the Collateral Trustee and in form suitable for recordation with the Towns of Franklin and Sprague, Connecticut;

(x) [reserved];

(xi) a completed Flood Determination with respect to the real property for which a mortgage is required pursuant to the foregoing;

(xii) [reserved];

(xiii) such documentation as the Administrative Agent may reasonably require to confirm the existence of the Tribe as a federally recognized Indian Tribe, the formation, valid existence and good standing of each Borrower and each other Loan Party, each Loan Party's and the Tribe's authority to execute, deliver and perform any Loan Document, and the identity, authority and capacity of each Responsible Officer authorized to act on their behalf under the Loan Documents, including, without limitation, certified copies of the Constitution, the Gaming Ordinance, the Gaming Authority Ordinance and the Tribe's and each Loan Party's governing documents, and amendments thereto, certified resolutions, incumbency certificates, certificates of Responsible Officers, and the like;

(xiv) a certificate of a Responsible Officer or Secretary of the Tribe and each Loan Party either (A) attaching copies of all consents, licenses and approvals required in connection with the execution, delivery and performance by the Tribe or such Loan Party and the validity against the Tribe or such Loan Party of the Loan Documents to which it is a party, and such consents, licenses and approvals shall be in full force and effect, or (B) stating that no such consents, licenses or approvals are so required;

(xv) favorable written legal opinions of Wachtell, Lipton, Rosen & Katz, special counsel to Loan Parties and the Tribe, Updike, Kelly & Spellacy, P.C., special Connecticut counsel to the Loan Parties and the Tribe, Faegre Drinker Biddle & Reath LLP, special Indian law counsel to the Loan Parties and the Tribe, Rosenn, Jenkins & Greenwald LLP, special Pennsylvania counsel to the Loan Parties and the Tribe, and Saiber, LLC, special Pennsylvania gaming counsel to the Loan Parties and the Tribe, in each case addressed to the Administrative Agent, the Collateral Trustee and each Lender, and such other opinions of counsel concerning the Tribe, the Borrowers, the other Loan Parties and the Loan Documents as the Administrative Agent may reasonably request;

(xvi) a certificate of the chief financial officer of the Parent Borrower certifying that the Parent Borrower and its Subsidiaries, on a consolidated basis after giving effect to the transactions to occur substantially concurrent with the Closing Date, are Solvent;

(xvii) (x) a certificate signed by a Responsible Officer or Secretary of the Tribe and the Parent Borrower attaching true, correct and complete copies of each of the Material Laws (other than the gaming regulations accompanying the Gaming Ordinance) and Material Agreements (including, in each case, any amendments or modifications of the terms thereof entered into as of the Closing Date), which Material Agreements shall be in form and substance satisfactory to the Lenders and shall be in full force and effect on the Closing Date and (y) a certificate signed by a Responsible Officer or Secretary of the Parent Borrower attaching true, correct and complete copies of each of the Material Digital Agreements (including, in each case, any amendments or modifications of the terms thereof entered into as of the Closing Date), which Material Digital Agreements shall be in form and substance satisfactory to the Lenders and shall be in full force and effect on the Closing Date;

(xviii) a certificate signed by a Responsible Officer of the Tribe and the Parent Borrower, as applicable, certifying (A) that the conditions specified in Sections 4.02(a) and (b) have been satisfied, and (B) that (x) there has been no event or circumstance since September 30, 2024 that has had or could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect and (y) there is no action, suit, investigation or proceeding pending or threatened in any court of before any arbitrator or Governmental Authority that could reasonably be expected to have a Material Adverse Effect;

(xix) a "declination" letter from the Office of General Counsel of the Commission in form and substance reasonably satisfactory to the Administrative Agent to the effect that (A) none of the most recent drafts submitted for review of this Agreement, the Collateral Trust Agreement, the Security Agreement, the Pledge Agreement, the Guaranty and the Leasehold Mortgage is a "management contract" or "management agreement" within the meaning of IGRA and related regulations and confirming that (B) no approval from the Commission is required with respect to the documents specified in clause (A), and (C) none of documents specified in clause (A) violate IGRA's sole proprietary interest requirement; and

(xx) an executed Perfection Certificate.

(b) The Borrower shall have effected (or will, on the Closing Date, effect) the repayment in full of all obligations and indebtedness of the Parent Borrower and its Restricted Subsidiaries in respect of each of the Existing Credit Agreement and the Existing Second Lien Notes, including, without limitation, the termination of all outstanding commitments in effect under the Existing Credit Agreement (with the exception of obligations relating to each applicable Existing Letter of Credit issued under the Existing Credit Agreement), on customary terms and conditions and pursuant to documentation reasonably satisfactory to the Administrative Agent. All Liens and guarantees in respect of such obligations shall have been terminated or released (or arrangements for such termination or release reasonably satisfactory to Administrative Agent shall have been made) (with the exception of obligations relating to each applicable Existing Letter of Credit issued under the Existing Credit Agreement), and the Administrative Agent shall have received (or will, on the Closing Date, receive) evidence thereof reasonably satisfactory to the Administrative Agent and a "pay-off" letter or letters (in the case of the Existing Credit Agreement) and an instrument or instruments of satisfaction and discharge (in the case of the Existing Second Lien Notes), in each case reasonably satisfactory to the Administrative Agent with respect to such obligations and such UCC termination statements, mortgage releases and other instruments, in each case in proper form for recording, as the Administrative Agent shall have reasonably requested to release and terminate of record the Liens securing such obligations (or arrangements for such termination or release reasonably satisfactory to the Administrative Agent shall have been made).

(c) The Administrative Agent shall have received evidence reasonably satisfactory to it that (i) the First Lien Notes have been issued in an aggregate principal amount of $750,000,000 and the Escrow Release (as defined in the First Lien Notes Indenture) shall have occurred (or will occur substantially concurrently with the Closing Date) and (ii) the Second Lien Notes shall have been issued in an aggregate principal amount (including Second Lien Notes

issued in exchange for Senior Unsecured Notes) of $700,000,000 and the Escrow Release (as defined in the Second Lien Notes Indenture) shall have occurred (or will occur substantially concurrently with the Closing Date).

(d) Receipt by the Administrative Agent of (i) a public corporate rating with respect to the Borrowers from S&P Global Inc. and (ii) a public corporate family rating with respect to the Borrowers from Moody's Investor Services, Inc.

(e) The Lenders shall have received at least five (5) days prior to the Closing Date (i) all documentation and other information reasonably requested in writing at least seven (7) days prior to the Closing Date by the Lenders that the Lenders reasonably determine is required by regulatory authorities from the Tribe and the Loan Parties under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the Act, and (ii) if any Loan Party qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, a Beneficial Ownership Certification in relation to such Loan Party.

(f) All requisite tribal and governmental authorities (in the case of the Commission, limited to the declination letter described in Section 4.01(a)(xix) above) and third parties shall have approved or consented to the transactions contemplated hereby to the extent required, there shall be no litigation, tribal, governmental, administrative or judicial action, actual or threatened, that could reasonably be expected to restrain, prevent or impose burdensome conditions on the transactions contemplated hereby, and none of the Secured Parties or the Arrangers shall be required to be licensed in order to take part in the transactions contemplated hereby or enforce their rights in respect thereof and the Arrangers shall be satisfied that no tribal taxes will be levied on the Arrangers, the Lenders or the Facilities.

(g) Any fees required to be paid on or before the Closing Date shall have been or shall substantially simultaneously be paid.

Without limiting the generality of the provisions of Section 11.03, for purposes of determining compliance with the conditions specified in this Section 4.01, each Lender that has signed this Agreement 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 a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

4.02 Conditions to all Credit Extensions. The obligation of each Lender to honor any Request for Credit Extension (other than a Revolving Loan Notice requesting only a conversion of Revolving Loans to the other Type, or a continuation of SOFR Loans) is subject to the following conditions precedent:

(a) The representations and warranties of the Borrowers and the Tribe contained in Articles V or VI or any other Loan Document, shall be true and correct in all material respects on and as of the date of such Credit Extension, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date, and except that for purposes of this Section 4.02, the representations and warranties contained in subsection (a) of Section 6.05 shall

be deemed to refer to (x) the most recent annual financial statements furnished pursuant to subsection (a) of Section 8.01 and (y) the most recent quarterly financial statements furnished pursuant to subsection (b) of Section 8.01 (in the case of this subclause (y), only if such quarterly financial statements were the most recent financial statements furnished in accordance with the terms of this Agreement); provided, further, that any representation and warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such respective dates, as applicable.

(b) No Default shall exist or would result from such proposed Credit Extension.

(c) The Administrative Agent and, if applicable, the L/C Issuer or the Swingline Lender shall have received a Request for Credit Extension in accordance with the requirements hereof.

Each Request for Credit Extension (other than a Revolving Loan Notice requesting only a conversion of Revolving Loans to the other Type or a continuation of SOFR Loans) submitted by the Borrower Representative shall be deemed to be a representation and warranty by the Borrowers that the conditions specified in Sections 4.02(a) and (b) have been satisfied on and as of the date of the applicable Credit Extension.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF THE TRIBE

The Tribe represents and warrants to the Administrative Agent and the Lenders that:

5.01 Existence and Qualification; Power; Compliance With Laws. The Tribe is federally recognized as an Indian Tribe pursuant to a determination of the Assistant Secretary - Indian Affairs, dated March 7, 1994, published in the Federal Register on March 15, 1994, as amended by a correction dated July 1, 1994, published in the Federal Register on July 20, 1994, and as an Indian Tribal government pursuant to Sections 7701(a)(40)(A) and 7871(a) of the Code. As of the Closing Date, the Tribe is a non-taxable entity for purposes of federal income taxation under the Code. The Tribe has all requisite power and authority to execute and deliver each Loan Document to which it is a party and to perform its respective Obligations. The Tribe is in material compliance with the terms of the Compact, the Gaming Authority Ordinance, the Gaming Ordinance and with all Laws and other legal requirements applicable to its existence and business (including, without limitation, IGRA and all Gaming Laws). The Tribe has obtained all authorizations, consents, approvals, orders, licenses and permits from, and has accomplished all filings, registrations and qualifications with, or obtained exemptions from any of the foregoing from, any Governmental Authority that are necessary for the transaction of its business, except, in each case, where the failure so to comply, to obtain such authority, consents, approvals, orders, licenses and permits, or to file, register, qualify or obtain exemptions does not constitute a Material Adverse Effect. This Agreement and the other Loan Documents to which any Tribal Entity is a party are each "Contracts of The Tribal Gaming Authority" within the meaning of Section 1 of Article XIII (entitled "Tribal Gaming Authority Amendment") of the Constitution.

5.02 Authority; Compliance With Other Agreements and Instruments and Government Regulations. The execution, delivery and performance by the Tribe of the Loan

Documents have been duly authorized by all necessary Tribal Council, Management Board and other action, and do not:

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

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

(c) result in or require the creation or imposition of any Lien (other than pursuant to the Security Documents or Liens permitted by Section 9.01) upon or with respect to any Authority Property now owned or leased or hereafter acquired;

(d) violate any Law or Requirement of Law, including any Gaming Law, applicable to the Tribe in any material respect;

(e) constitute a "transfer of an interest" or an "obligation incurred" that is avoidable by a trustee under Section 548 of the Bankruptcy Code of the United States, as amended, or constitute a "fraudulent conveyance," "fraudulent obligation" or "fraudulent transfer" within the meanings of the Uniform Fraudulent Conveyances Act or Uniform Fraudulent Transfer Act, as enacted in any applicable jurisdiction, or any similar Law;

(f) result in a material breach of or default under, or would, with the giving of notice or the lapse of time or both, constitute a material 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 is a party or by which the Tribe or any of its Property is bound or affected; or

(g) require any consent or approval of any Governmental Authority, or any notice to, registration or qualification with any Governmental Authority, not heretofore obtained or obtained concurrently with the Closing Date;

and the Tribe is not in violation of, or default under, any Requirement of Law or Contractual Obligation, or any mortgage, indenture, loan or credit agreement described in Section 5.02(f) in any respect that constitutes a Material Adverse Effect.

5.03 No Governmental Approvals Required. No authorization, consent, approval, order, license or permit from, or filing, registration or qualification with, any Governmental Authority is required to authorize or permit under applicable Laws the execution, delivery and performance by the Tribe of the Loan Documents to which it is a party, other than such as have been obtained on or prior to the Closing Date.

5.04 The Nature of the Borrowers. All activities of the Tribe constituting or relating to the ownership and operation of gaming facilities (including all class II and class III gaming activities within the meaning of IGRA) at Mohegan Sun and all activities of the Tribe constituting or relating to the ownership of hotel, restaurant, entertainment and resort facilities included within Mohegan Sun are conducted and owned by the Parent Borrower or a Restricted Subsidiary pursuant to the authority granted to Parent Borrower in the Gaming Authority Ordinance, other

than (i) activities of the Mohegan Tribal Finance Authority in connection with the Earth Hotel and (ii) facilities and operations constructed and conducted not in violation of any covenant contained herein, in each case of clauses (i) and (ii) other than any class II or class III gaming activities within the meaning of IGRA.

5.05 No Management Contract. Neither this 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 Parent Borrower of the sole proprietary interest and responsibility of the conduct of gaming activity at Mohegan Sun.

5.06 Real Property. As of the Closing Date, Schedule 5.06 sets forth a summary description of all real property owned by the Tribe which is leased to the Parent Borrower, including all of the land subject to the Lease, which includes all of the land underlying Mohegan Sun, and such summary is accurate and complete in all material respects. Except as set forth in Schedule 5.06, (x) as of the Closing Date, each of the leases creating such real property leasehold estates are, and (y) the Lease is, in full force and effect and create a valid leasehold estate on the terms of such lease, and the Tribe is not in default or breach of any material provision thereof. The copies of such real property leases heretofore furnished to the Administrative Agent are true copies and there are no amendments thereto as of the Closing Date copies of which have not been furnished to the Administrative Agent.

5.07 Binding Obligations. The Loan Documents to which the Tribe is a party have been executed and delivered by the Tribe, and constitute the legal, valid and binding obligations of the Tribe, enforceable against the Tribe in accordance with their terms. The provisions of Section 12.18 are specifically enforceable against the Tribe, the Parent Borrower and its Restricted Subsidiaries. The waivers of sovereign immunity by the Tribe contained in the Loan Documents are legal, valid, binding and irrevocable.

5.08 No Default. No event has occurred and is continuing that is a Default or an Event of Default.

5.09 Disclosure. No written statement made by or on behalf of the Tribe to the Administrative Agent, the Collateral Trustee or any Lender in connection with this Agreement, or in connection with any Loan or Letter of Credit, contains any untrue statement of a material fact or omits a material fact necessary in order to make the statement made not misleading in light of all the circumstances existing at the date the statement was made (including all other information disclosed by the Tribe, the Parent Borrower or their respective Subsidiaries theretofore). There is no fact known to the Tribe (other than matters of a general economic nature or matters generally applicable to businesses of the types engaged in by the Parent Borrower and its Restricted Subsidiaries) which would constitute a Material Adverse Effect that has not been disclosed in writing to the Administrative Agent and the Lenders.

5.10 Gaming Laws. The Tribe is in material compliance with all applicable Gaming Laws.

5.11 Arbitration. To the extent that any dispute among the parties to the Loan Documents is initiated in or referred to the Tribal Court, (i) such court lacks discretion to refuse to compel arbitration among the parties to the dispute to the extent that such dispute has been submitted to arbitration pursuant to Section 12.18, and (ii) such court is obligated to honor and enforce any award by an arbitrator or any judgment or order of a state or federal court, without review of any nature by such court.

5.12 Recourse Obligations. Under current Law, no obligation of the Tribe of any type or nature may be recourse to Parent Borrower or any of the Restricted Subsidiaries unless, and only to the extent that, the Parent Borrower or such Restricted Subsidiary has become an express obligor with respect thereto, and the Tribe has no authority, independent of the Parent Borrower or any Restricted Subsidiary, to incur any obligation on behalf of the Borrower or any Restricted Subsidiary, to bind any Authority Property, or to grant Liens upon any Authority Property.

5.13 No Pending Referendum. No Tribal law permits any tribal member to challenge by referendum or initiative any action of the Tribal Council authorizing and approving the execution and delivery of any Loan Document or the application of the proceeds of the Loans and Letters of Credit ("Referendum Action"). No Referendum Action is, to the Tribe's knowledge, threatened or pending which would reduce the obligations of the Tribe or the Parent Borrower or any of the Restricted Subsidiaries under the Loan Documents or impair the enforceability of the Loan Documents or the rights of the Administrative Agent, the Collateral Trustee and the Lenders thereunder or cause a Material Adverse Effect.

5.14 Allocation Plan. Subject to the making of the Priority Distributions, all revenues of the Parent Borrower and its Restricted Subsidiaries are available to make payments required under the Loan Documents and such required payments under the Loan Documents are required to be paid as and when due prior to any applicable allocation of such revenues under the Allocation Plan or other applicable law.

5.15 Indian Lands. The lands on which the Mohegan Sun gaming operations of the Tribe and the Parent Borrower are conducted are "Indian lands" as defined in the IGRA and the Parent Borrower has the right to conduct class II and class III gaming on such lands under (x) the IGRA, (y) with respect to class III gaming, the Compact, and (z) applicable law.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF THE BORROWERS

Each Borrower represents and warrants to the Administrative Agent and the Lenders that:

6.01 Existence, Qualification and Power. The Parent Borrower is an unincorporated governmental instrumentality of the Tribe, duly organized and validly existing under the laws of the Tribe. The Digital Borrower and each of the other Restricted Subsidiaries is an unincorporated governmental instrumentality of the Tribe, corporation, partnership, limited liability company or other entity duly organized and validly existing under the laws of the jurisdiction of its organization. As of the Closing Date, each of the Parent Borrower and its Restricted Subsidiaries is a non-taxable entity for purposes of federal income taxation under the Code and the gaming and

other revenues of the Parent Borrower and its Restricted Subsidiaries are exempt from federal income taxation. To the extent required by Law, the Parent Borrower and its Restricted Subsidiaries are qualified to do business and are in good standing under the laws of each jurisdiction in which they are required to be qualified by reason of the location or the conduct of their business, except where failure to so qualify would not have a Material Adverse Effect. The Parent Borrower and its Restricted Subsidiaries each have all requisite power and authority to (a) conduct their respective businesses and to own and lease their respective Properties, except as could not reasonably be expected to have a Material Adverse Effect and (b) to execute and deliver each Loan Document to which they are a party and to perform their respective Obligations. The Parent Borrower and its Restricted Subsidiaries are in material compliance with the terms of the Compact, the Gaming Ordinance, the Gaming Authority Ordinance and with all Laws and other legal requirements applicable to their existence and business (including, without limitation, IGRA and all Gaming Laws), have obtained all authorizations, consents, approvals, orders, licenses and permits from, and have accomplished all filings, registrations and qualifications with, or obtained exemptions from any of the foregoing from, any Governmental Authority that are necessary for the transaction of their business, except, in each case, where the failure to so comply, to obtain such authority, consents, approvals, orders, licenses and permits, or to file, register, qualify or obtain exemptions does not constitute a Material Adverse Effect.

6.02 Authorization; No Contravention. The execution, delivery and performance by the Parent Borrower and its Restricted Subsidiaries of the Loan Documents have been duly authorized by all necessary Tribal Council, Management Board and other action, and do not:

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

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

(c) result in or require the creation or imposition of any Lien (other than pursuant to the Security Documents and Liens permitted by Section 9.01) upon or with respect to any Authority Property now owned or leased or hereafter acquired;

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

(e) 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 Parent Borrower or any of its Restricted Subsidiaries is a party or by which the Tribe, the Parent 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.

6.03 Governmental Authorization; Other Consents; Compliance with Law. 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 Parent Borrower and its Restricted Subsidiaries, is required to authorize or permit under applicable Laws the execution, delivery and performance by the Parent Borrower and its Restricted Subsidiaries of the Loan Documents to which they are parties, other than such as have been obtained on or prior to the Closing Date. The Parent 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.

6.04 Binding Effect. The Loan Documents to which the Parent Borrower and its Restricted Subsidiaries are party have been duly executed and delivered by the Parent Borrower and its Restricted Subsidiaries, as applicable. The Loan Documents executed by the Parent Borrower and its Restricted Subsidiaries constitute the legal, valid and binding obligations of the Parent Borrower and its Restricted Subsidiaries, as applicable, enforceable against Parent Borrower and its Restricted Subsidiaries, as applicable, in accordance with their terms. The waivers of sovereign immunity by the Parent Borrower and its Restricted Subsidiaries contained in the Loan Documents are legal, valid, binding and irrevocable.

6.05 Financial Statements; No Material Adverse Effect.

(a) The Audited Financial Statements (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; and (ii) fairly present in all material respects the financial condition of the Parent Borrower and its consolidated Subsidiaries as of the date thereof and their results of operations for the period covered thereby in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein.

(b) Since September 30, 2024, there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

6.06 Litigation. Except as specifically disclosed in Schedule 6.06, there are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Borrowers, threatened or contemplated, at law, in equity, in arbitration or before any Governmental Authority, by or against the Parent Borrower or any of its Restricted Subsidiaries or against any of their properties or revenues that (a) as of the Closing Date, purport to affect or pertain to this Agreement or any other Loan Document, or any of the transactions contemplated hereby, or (b) either individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

6.07 No Default. Neither the Parent Borrower nor any Restricted Subsidiary is in default under or with respect to any Contractual Obligation that could, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. No Default or Event of Default has occurred and is continuing.

6.08 Ownership of Property; Liens.

(a) As of the Closing Date, the Parent Borrower and its Restricted Subsidiaries have good and valid title to all the Authority Property reflected in the financial statements described in Section 6.05 other than immaterial items of Property subsequently sold or disposed

of in the ordinary course of business, free and clear of all Liens and Rights of Others, other than Liens permitted by Section 9.01 and Permitted Rights of Others, provided that title to the real property comprising a portion of Mohegan Sun is held by the United States in trust on behalf of the Tribe. The Authority Property includes all real, mixed and personal property which is operationally integral to the on-reservation gaming activities of the Parent Borrower.

(b) As of the Closing Date, Schedule 5.06 sets forth a summary description of all real property leasehold estates held by the Parent Borrower from the Tribe (including the real property underlying Mohegan Sun), which summary is accurate and complete in all material respects. Except as set forth in Schedule 5.06, (x) as of the Closing Date, each of the leases creating such real property leasehold estates are, and (y) the Lease is, in full force and effect and create a valid leasehold estate on the terms of such lease, and neither Parent Borrower nor the Tribe is in default or breach of any material provision thereof. The copies of such real property leases heretofore furnished to the Administrative Agent are true copies and there are no amendments thereto existing as of the Closing Date copies of which have not been furnished to the Administrative Agent. As of the Closing Date, Schedule 6.08A sets forth a summary description of all real property owned or leased by the Pocono Subsidiaries, and Schedule 6.08B sets forth a summary description of all real property owned or leased by Mohegan Golf, LLC.

6.09 Environmental Compliance. The Parent Borrower and its Restricted Subsidiaries are in compliance with all Environmental Laws and are not subject to any Environmental Liabilities, in each case except as specifically disclosed in Schedule 6.09 and except as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

6.10 Insurance. The properties of the Parent Borrower and its Restricted Subsidiaries are insured with financially sound and reputable insurance companies not Affiliates of the Borrowers, in such amounts (after giving effect to any self-insurance compatible with the following standards), with such deductibles and covering such risks as are customarily carried by companies engaged in similar businesses and owning similar properties in localities where the Parent Borrower or the applicable Restricted Subsidiary operates.

6.11 Taxes. The Parent Borrower and each of its Restricted Subsidiaries has filed all Federal, state and other material tax returns and reports required to be filed, and has paid, all Federal, state and other material Taxes levied or imposed upon it or its properties, income or assets otherwise due and payable, except such Taxes (a) which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP or (b) as could not, individually or in the aggregate reasonably be expected to have a Material Adverse Effect.

6.12 ERISA Compliance. As of the Closing Date neither Parent Borrower nor any ERISA Affiliate maintains, contributes to or is required to contribute to any "employee pension benefit plan" that is subject to Title IV of ERISA. Except as would not reasonably be expected to result in a Material Adverse Effect, (a) the Parent Borrower and each ERISA Affiliate are in compliance with the applicable provisions of ERISA and the Code, have not incurred any liability, whether absolute or contingent, to the PBGC or any Plan or Multiemployer Plan and no Reportable Event or transaction prohibited by Section 4975 of the Code or Section 406 of ERISA has occurred, (b) no ERISA Event has occurred or is reasonably expected to occur, (c) the present value of all

accrued benefit obligations under each Pension Plan (based on those assumptions used to fund such Pension Plans) did not, as of the last annual valuation date prior to the date on which this representation is made or deemed made, exceed the value of the assets of such Pension Plan allocable to such accrued benefit obligations, (d) as of the most recent valuation date for each Multiemployer Plan, the potential liability of the Parent Borrower and the ERISA Affiliates for a complete withdrawal from such Multiemployer Plan (within the meaning of Section 4203 or Section 4205 of ERISA), when aggregated with such potential liability for a complete withdrawal from all Multiemployer Plans, is zero, and (e) the Parent Borrower and the ERISA Affiliates have complied with the requirements of Section 515 of ERISA with respect to each Multiemployer Plan and are not in "default" (as defined in Section 4219(c)(5) of ERISA) with respect to payments to a Multiemployer Plan.

6.13 Subsidiaries. As of the Closing Date, Schedule 6.13 correctly sets forth the names, form of legal entity, U.S. taxpayer identification number, number of shares of Capital Stock issued and outstanding, and the record owner thereof and jurisdictions of organization of all Subsidiaries of the Parent Borrower and designates which Subsidiaries are Unrestricted Subsidiaries. As of the Closing Date, all of the outstanding shares of Capital Stock of each Restricted Subsidiary are owned directly or indirectly by the Parent Borrower, there are no outstanding options, warrants or other rights to purchase Capital Stock of any such Restricted Subsidiary, and all such Capital Stock so owned is duly authorized, validly issued, fully paid and non-assessable, and was issued in compliance with all applicable state and federal securities and other Laws, and is free and clear of all Liens, except for Liens permitted under Section 9.01.

6.14 Margin Regulations; Investment Company Act.

(a) Each Borrower is not engaged and will not engage, principally or as one of its important activities, in the business of purchasing or carrying margin stock (within the meaning of Regulations U and X issued by the Federal Reserve Board), or extending credit for the purpose of purchasing or carrying margin stock.

(b) Neither the Tribe, any Loan Party nor any other Restricted Subsidiary is or is required to be registered as an "investment company" under the Investment Company Act of 1940, as amended.

6.15 Disclosure. All written reports, financial statements, certificates and other written information (other than projections, estimates, budgets, forward looking statements and information of a general economic or industry nature) furnished by or on behalf of any Loan Party to the Administrative Agent, the Collateral Trustee or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement, on or prior to the Closing Date (as modified or supplemented by other information so furnished on or prior to the Closing Date), when taken as a whole, were complete and correct in all material respects and did not omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading; provided that, with respect to projected financial information, the Borrowers represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time (it being recognized that such projected financial information is not to be viewed as facts and are subject to significant uncertainties and contingencies, many of which are beyond the Borrowers' control, that no

assurance can be given that any particular financial projections will be realized, that actual results may differ from projected results and that such differences may be material).

6.16 Intellectual Property; Licenses, Etc. The Parent Borrower and its Restricted Subsidiaries own, or possess the right to use, all of the trademarks, service marks, trade names, copyrights, patents, patent rights, franchises, licenses and other intellectual property rights (collectively, "IP Rights") that are reasonably necessary for the operation of their respective businesses, without conflict with the rights of any other Person, except as would not be reasonably expected to have a Material Adverse Effect. To the knowledge of the Borrowers, no slogan or other advertising device, product, process, method, substance, part or other material now employed, or now contemplated to be employed, by the Parent Borrower or any Restricted Subsidiary infringes upon any rights held by any other Person, except as would not be reasonably expected to have a Material Adverse Effect. Except as specifically disclosed in Schedule 6.16, no claim or litigation regarding any of the foregoing is pending or, to the knowledge of the Borrowers, threatened, which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

6.17 Security Documents. The Security Agreement creates a valid Lien in favor of the Collateral Trustee for the benefit of the Secured Parties and the other Priority Lien Secured Parties (as defined in the Collateral Trust Agreement) on the Collateral described therein securing the Obligations and the other Priority Lien Obligations (as defined in the Collateral Trust Agreement), which Lien is perfected to the fullest extent that the same may be perfected by the filing of financing statements under the applicable state versions of the UCC and the UCC Ordinance. Upon recordation with the Land Title and Records Office of the Bureau of Indian Affairs and with the town of Montville, Connecticut, the Leasehold Mortgage creates a valid and perfected Lien in favor of the Collateral Trustee for the benefit of the Secured Parties and the other Priority Lien Secured Parties (as defined in the Collateral Trust Agreement) in the collateral described therein securing the Obligations and the other Priority Lien Obligations (as defined in the Collateral Trust Agreement). The Pocono Mortgages create a valid and perfected Lien in favor of the Collateral Trustee for the benefit of the Secured Parties and the other Priority Lien Secured Parties (as defined in the Collateral Trust Agreement) in the collateral described therein securing the Obligations and the other Priority Lien Obligations (as defined in the Collateral Trust Agreement) of the applicable Pocono Subsidiaries. The Mohegan Golf Mortgage creates a valid and perfected Lien in favor of the Collateral Trustee for the benefit of the Secured Parties and the other Priority Lien Secured Parties (as defined in the Collateral Trust Agreement) in the collateral described therein securing the Obligations and the other Priority Lien Obligations (as defined in the Collateral Trust Agreement) of Mohegan Golf, LLC. The Pledge Agreement creates a valid Lien in favor of the Collateral Trustee for the benefit of the Secured Parties and the other Priority Lien Secured Parties (as defined in the Collateral Trust Agreement) in the pledged collateral described therein securing the Obligations and the other Priority Lien Obligations (as defined in the Collateral Trust Agreement) and all action necessary to perfect the Liens so created has been taken and completed. The Account Control Agreements are effective to perfect the Lien in favor of the Collateral Trustee for the benefit of the Secured Parties and the other Priority Lien Secured Parties (as defined in the Collateral Trust Agreement) in the Operating Accounts securing the Obligations and the other Priority Lien Obligations (as defined in the Collateral Trust Agreement). Each of the Liens described in this Section are of first priority, subject only to Liens permitted under Section 9.01 and matters described in Schedule 9.01. Each of the other Security Documents creates a valid Lien

in favor of the Collateral Trustee for the benefit of the Secured Parties and the other Priority Lien Secured Parties (as defined in the Collateral Trust Agreement) on the collateral described therein, securing the Obligations and the other Priority Lien Obligations (as defined in the Collateral Trust Agreement).

6.18 OFAC. Neither any Loan Party, nor any of their respective Subsidiaries, nor, to the knowledge of the Borrowers and their Subsidiaries, any director, officer, employee, agent or Affiliate thereof is an individual or entity that is, or is owned or controlled by any individual or entity that is (i) currently the subject or target of any Sanctions, (ii) included on OFAC's List of Specially Designated Nationals, HMT's Consolidated List of Financial Sanctions Targets and the Investment Ban List or any similar list enforced by the United Nations Security Council, the European Union or, to the extent applicable to such Loan Party, Subsidiary or Affiliate, any member state of the European Union, or (iii) organized, resident or permanently located in a Designated Jurisdiction. No Loan Party (i) is a person whose property or interest in property is blocked or subject to blocking pursuant to Section 1 of Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)), (ii) engages in any dealings or transactions prohibited by Section 2 of such executive order, or is otherwise associated with any such person in any manner violative of Section 2, or (iii) is a person on the list of Specially Designated Nationals and Blocked Persons or subject to the limitations or prohibitions under any other U.S. Department of Treasury's Office of Foreign Assets Control regulation or executive order.

6.19 Anti-Corruption Laws. Each Loan Party and each of their respective Subsidiaries have conducted their businesses in material compliance with, to the extent applicable to such Loan Party and such Subsidiary, the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, and other similar anti-corruption legislation in other jurisdictions. and have instituted and maintained policies and procedures designed to promote and achieve material compliance with such laws.

6.20 Affected Financial Institutions. No Loan Party is an Affected Financial Institution.

6.21 Tribal Court Enforcement. To the extent that any dispute among the parties to the Loan Documents is initiated in or referred to the Tribal Court, (i) such court lacks discretion to refuse to compel arbitration among the parties to the dispute, to the extent that such dispute has been submitted to arbitration pursuant to Section 12.18, and (ii) such court is obligated to honor and enforce any award by an arbitrator or any judgment or order of a state or federal court, without review of any nature by such court.

6.22 Deposit Accounts. The Parent Borrower and its Restricted Subsidiaries do not maintain any Operating Account which is not listed on Schedule 6.22 or the existence of which has not been disclosed to the Administrative Agent, the Collateral Trustee and the Lenders in writing (it being understood that the foregoing shall not be deemed to restrict the ability of the Parent Borrower and the Restricted Subsidiaries to open or close Operating Accounts, subject to compliance with applicable provisions of the Loan Documents).

6.23 No Licensure Required. None of the Collateral Trustee or the parties to this Agreement is required to register with, give notice to any Person or receive any permit or license from any Gaming Board or other Governmental Authority by reason of any Laws of the Tribe or Gaming Laws in connection with its entering into any Loan Document, receipt of any Note, performance, observance or enforcement (except for authorizations, approvals or notices to or from Gaming Boards (other than tribal Gaming Boards) in connection with the enforcement of remedies) of any obligation of such party under any Loan Document, in each case except as such registration has been obtained, such notice has been given or such permit or license has been received on or prior to the Closing Date.

6.24 Solvency. As of the Closing Date, the Parent Borrower (on a consolidated basis with its Subsidiaries) is Solvent after giving effect to the transactions contemplated by this Agreement to occur on the Closing Date.

6.25 Beneficial Ownership Certification. As of the Closing Date, the information included in the Beneficial Ownership Certification (if any) is true and correct in all material respects.

6.26 Designation as Senior Debt. All Obligations shall be "Designated Senior Indebtedness" for purposes of and as defined in any existing or future indenture between either Borrower and a trustee relating to any subordinated debt issued by such Borrower, if and to the extent that such term (or any comparable term) is defined therein as providing specific rights to certain holders of senior Indebtedness.

ARTICLE VII
COVENANTS OF THE TRIBE

From the Closing Date until payment in full of the Obligations:

7.01 Ownership and Operation of Mohegan Sun. The Tribe shall:

(a) Not develop, own, operate or manage Northeast Gaming Operations other than (i) through the Parent Borrower, a Subsidiary of the Parent Borrower or a joint venture of the Parent Borrower (with any one or more entities that are not Affiliates of the Tribe unless they are Subsidiaries of the Parent Borrower) or (ii) as in existence on the Closing Date;

(b) Cause the Parent Borrower to have the sole and exclusive right to operate Mohegan Sun at all times; provided that the Parent Borrower may delegate its right to operate the Mohegan Sun to one or more employees, agents, independent contractors, managers, operators or other Persons not prohibited by the terms of this Agreement, and any such delegation shall not constitute a breach of this clause;

(c) Cause the Parent Borrower, or any Restricted Subsidiary of the Parent Borrower (including the Digital Borrower), to have the sole and exclusive right to operate the Statutory CT Online Gaming of the Tribe and its Governmental Components at all times; provided that the Parent Borrower and its applicable Restricted Subsidiaries may delegate the right to operate the Statutory CT Online Gaming to one or more employees, agents, independent

contractors, managers, operators or other Persons not prohibited by the terms of this Agreement, and any such delegation shall not constitute a breach of this clause (c); and

(d) Not permit any Person other than the Tribe to acquire any Ownership Interest whatsoever in the Parent Borrower.

7.02 Sovereign Immunity; Jurisdiction and Venue. The Tribe shall not abrogate or take any action to abrogate the Tribe's waiver of sovereign immunity and consent to jurisdiction or any waiver of sovereign immunity or consents to jurisdiction provided by any Borrower or any Guarantor pursuant to this Agreement and the other Loan Documents.

7.03 The Lease and the Landlord Consent. The Tribe shall continuously abide by the terms of the Lease and the Landlord Consent in all material respects.

7.04 Preservation of Existence; Operation. The Tribe shall:

(a) Do all things necessary to maintain the existence of the Tribe as a federally recognized Indian Tribe under 25 C.F.R. Part 83 and as an Indian Tribal government pursuant to Sections 7701(a)(40)(A) and 7871(a) of the Code; and

(b) Not (i) dissolve, liquidate, reorganize or restructure the Parent Borrower or any Restricted Subsidiary or MGHC Subsidiary, other than as permitted under this Agreement, (ii) terminate gaming operations conducted by the Parent Borrower or any Restricted Subsidiary, or (iii) authorize gaming operations (other than class I gaming under IGRA) on its reservation other than through the Parent Borrower.

7.05 Prohibited Transactions.

(a) The Tribe shall not knowingly accept or retain a Restricted Payment from the Parent Borrower or any Restricted Subsidiary in violation of this Agreement; and

(b) In the event that the Tribe or any agency, instrumentality, political subunit or Subsidiary (other than the Parent Borrower and its Subsidiaries) of the Tribe receives, directly or indirectly, any payment, distribution or transfer from the Parent Borrower or any Restricted Subsidiary at a time when such payment, distribution or transfer is prohibited by the terms of this Agreement, the Tribe shall hold such payment in trust for the benefit of, and pay forthwith over and deliver promptly to the Parent Borrower; provided that, if an Event of Default resulting in acceleration of the Obligations has occurred and is continuing, such payment shall be paid forthwith over and delivered promptly to the Administrative Agent.

7.06 Amendments to Material Laws and Agreements. The Tribe shall:

(a) Not rescind the Lease or amend the terms of the Lease in any manner that would be materially adverse to the economic interests of the Secured Parties or which could reasonably be expected to impair, delay, hinder or interfere with, in any material manner, any right or remedy of the Secured Parties, subject to the provisions described under Section 12.22.

(b) Not amend or rescind any other Material Agreements or Material Law (in each case unless any such amendment is a legitimate effort to ensure that the Parent Borrower and Mohegan Sun conduct gaming operations in a manner that is consistent with applicable laws, rules and regulations (other than Tribal laws, rules and regulations) or that protects the environment, the public health and safety, or the integrity of the Parent Borrower or Mohegan Sun) to restrict or eliminate the exclusive right of the Parent Borrower to conduct gaming operations on the existing reservation of the Tribe located adjacent to Uncasville, Connecticut in a manner that would be materially adverse to the economic interests of Secured Parties or which could reasonably be expected to impair, delay, hinder or interfere with, in any material manner, any right or remedy of the Secured Parties; provided that this provision shall not prohibit any change to the UCC Ordinance arising automatically from a corresponding change to the Uniform Commercial Code of the State of Connecticut.

(c) Not take any other regulatory or governmental action (including, without limitation, amending the Constitution, the Gaming Ordinance (or accompanying gaming regulations), the UCC Ordinance, the Compact or the Town Agreement, or applying the Gaming Ordinance or gaming regulations in a discriminatory manner against the Secured Parties), or enact any ordinance, law, rule or regulation that would have a material adverse effect on the economic interests of the Secured Parties, or which could reasonably be expected to impair, delay, hinder or interfere with, in any material manner, any right or remedy of the Secured Parties or the Obligations of the Tribe or the other Loan Parties under this Agreement and the other Loan Documents (in each case, unless any such foregoing action is a legitimate effort to ensure that the Parent Borrower and Mohegan Sun conduct gaming operations in a manner that is consistent with applicable laws, rules and regulations (other than Tribal laws, rules and regulations) or that protects the environment, the public health and safety, or the integrity of the Parent Borrower or Mohegan Sun); provided that this provision shall not prohibit any change to the UCC Ordinance arising automatically from a corresponding change to the Uniform Commercial Code of the State of Connecticut.

(d) Not solicit, encourage, consent or agree to any amendment, waiver, rescission, replacement or other modification or change to the Connecticut Online Gaming Act that would permit the issuance of a master wagering license (or any similar license, permit, authorization or approval for the conduct of online gaming, igaming, sports betting or fantasy sports betting in the State of Connecticut) to any Person that is not the holder of a master wagering license on the Closing Date, in each case in a manner that would be materially adverse to the economic interests of Secured Parties or which could reasonably be expected to impair, delay, hinder or interfere with, in any material manner, any right or remedy of the Secured Parties.

7.07 Impairment of Contracts; Imposition of Governmental Charges. The Tribe shall not demand, impose or receive any tax, charge, assessment, fee or other imposition (except as specifically contemplated by Sections 9.06 or 9.08) or impose any regulatory or licensing requirement, against Parent Borrower, its Restricted Subsidiaries or their customers or guests, their operations or Authority Property (including, without limitation, Mohegan Sun or Pocono), the Secured Parties, the Arrangers, the Loan Documents, the employees, officers, directors, patrons or vendors of the Parent Borrower and its Restricted Subsidiaries, other than (i) as provided in the Gaming Ordinance, (ii) charges upon Parent Borrower and the Restricted Subsidiaries to pay the actual and reasonable regulatory expenditures of the Mohegan Tribal Gaming Commission under

the Gaming Ordinance, (iii) fees imposed on Parent Borrower and its Restricted Subsidiaries by the Commission under IGRA, (iv) the actual costs to the Tribe of services provided to Parent Borrower under the Town Agreement, and (v) sales, use, room occupancy and related excise taxes, including admissions and cabaret taxes and any other taxes imposed by the Tribe at rates which are not more onerous than corresponding or similar taxes which may be imposed by the State of Connecticut or local governments in the surrounding area (provided that the Tribe shall not impose any taxes which are the functional equivalent of property taxes, gross receipts or gross revenues taxes, business franchise taxes or income taxes upon Parent Borrower and its Restricted Subsidiaries), and any such taxes shall (x) be of general application to all similarly situated persons, (y) not be duplicative of Permitted Tribal Payments, and (z) be rationally related to the overall tax policy of the Tribe.

7.08 Segregation of Property. The Tribe shall not fail to segregate Tribal assets from assets of the Parent Borrower or any Restricted Subsidiary or MGHC Subsidiary.

7.09 Trust Property. The Tribe shall not convey into trust with the federal government of the United States any Authority Property other than real property.

7.10 Liens on Authority Property. The Tribe shall not permit or incur any consensual liability of the Tribe (or of any Governmental Component of the Tribe) to be or become a legal obligation of the Parent Borrower or any of its Restricted Subsidiaries or MGHC Subsidiary or a liability for which assets of the Parent Borrower or any of its Restricted Subsidiaries or MGHC Subsidiary may be bound, other than a liability that the Parent Borrower or its Restricted Subsidiaries are permitted or not prohibited from incurring on their own behalf under this Agreement.

7.11 Bankruptcy Matters; etc.

(a) The Tribe shall not (i) take any action to enact any Debtor Relief Law that would impair, limit, restrict, delay or otherwise adversely affect any of the rights and remedies of the Secured Parties provided for in this Agreement, (ii) exercise any power of eminent domain or condemnation over the assets of the Parent Borrower or any of its Restricted Subsidiaries or MGHC Subsidiary (other than any such exercise that would not materially adversely affect the economic rights and benefits of the Secured Parties) or (iii) take any action, pursuant to or within the meaning of Debtor Relief Law, to appoint or consent to the appointment of a custodian, receiver or trustee (or other similar office) of the Parent Borrower or any Restricted Subsidiary (other than any Restricted Subsidiary that is not a tribal entity) or MGHC Subsidiary or for all or substantially all of the property of the Parent Borrower or any Restricted Subsidiary (other than any Restricted Subsidiary that is not a tribal entity) or MGHC Subsidiary; and

(b) the Tribe agrees that upon any payment or distribution of assets upon any liquidation, dissolution, winding up, reorganization, assignment for the benefit of creditors, marshaling of assets or any bankruptcy, insolvency or similar proceedings of the Parent Borrower or Mohegan Sun, the Secured Parties shall be entitled to receive payment in full in respect of all principal, premium, interest and other amounts owing in respect of the Obligations before any payment or any distribution to the Tribe.

7.12 Challenges by the Tribe. The Tribe shall:

(a) Not directly or indirectly challenge the validity or legality of any provision of this Agreement or any other Loan Document in any court or other forum on the basis that this Agreement or any other Loan Document violates or fails to comply with IGRA or such other statutes, laws, ordinances or government rules and regulations applicable to federally-recognized Indian tribes; and

(b) Not initiate or participate in any proceeding to have the interests of the Secured Parties under this Agreement or any other Loan Document declared invalid or unenforceable on the basis that this Agreement or any other Loan Document (a) provides any Person with a proprietary interest in any gaming activity in contravention of the requirements under IGRA, including 25 U.S.C. Section 2710(b)(2)(A), or under the Constitution and any tribal law, ordinance or resolution including, without limitation, the Gaming Ordinance, or (b) constitutes, individually or as a whole, a "management contract" or a "management agreement" under IGRA, including 25 U.S.C. Section 2711, and its implementing regulations, or as otherwise provided under the Constitution and any tribal law ordinance or resolution, including, without limitation, the Gaming Ordinance.

7.13 Access to Lands of the Tribe. The Tribe shall not take any action that impairs necessary access to the lands of the Tribe by the Parent Borrower for purposes of operating Mohegan Sun and conducting the business of Mohegan Sun.

7.14 Compliance with Law. Any action taken by the Tribe to comply with federal or state law that would otherwise violate Article VII hereof shall be taken only after prior written notice to the Administrative Agent, accompanied with an officer's certificate and opinion of counsel that such action is required by federal or state law. To the extent possible under the federal or state law, the Tribe shall give the Administrative Agent at least 30 days prior written notice of any such action.

7.15 Impairment of Contracts. The Tribe agrees that any action taken in violation of Sections 7.02, 7.06, 7.07, 7.11 or 7.12 shall be deemed in contravention of Article XIV ("*Non-Impairment of Contracts*") of the Constitution of the Tribe.

7.16 Mohegan Sun Korea Management Agreement. The Tribe agrees that (a) if the Tribe or one or more Affiliates or instrumentalities of the Tribe (other than the Parent Borrower or any Restricted Subsidiaries and other than Inspire Integrated Resort Co. Ltd., or its successors or assigns to the ownership or operation of the Mohegan Sun Korea Project ("Inspire") and its Subsidiaries), on the one hand, and Inspire, on the other hand, enter into any management agreement, development agreement, licensing agreement or other agreement providing for the payment of a fee relating to the Mohegan Sun Korea Project (a "Mohegan Sun Korea Management Agreement"), any fees actually paid by Inspire to any such entity pursuant to such Mohegan Sun Korea Management Agreement shall, to the extent lawfully permitted, promptly be distributed, contributed or otherwise transferred to the Parent Borrower or a Restricted Subsidiary, net of any fees, costs or expenses incurred or reasonably expected to be incurred by such entity in connection with such Mohegan Sun Korea Management Agreement; and (b) if the Tribe or one or more Affiliates or instrumentalities of the Tribe (other than the Parent Borrower or any Restricted

Subsidiaries) receives any dividends, distributions or other payments or amounts from Inspire on account of its ownership of any equity interest therein, such entity shall, to the extent lawfully permitted, promptly cause any such amounts to be distributed, contributed or otherwise transferred to the Parent Borrower or a Restricted Subsidiary, net of any fees, costs or expenses incurred or reasonably expected to be incurred by such entity in connection with its ownership of such equity interest.

ARTICLE VIII
AFFIRMATIVE COVENANTS OF THE BORROWERS

From the Closing Date until payment in full of the Obligations:

8.01 Financial Statements. The Parent Borrower shall deliver to the Administrative Agent for delivery to each Lender:

(a) as soon as available, but in any event within ninety (90) days after the end of each Fiscal Year of the Parent Borrower (commencing with the Fiscal Year ending September 30, 2025), a consolidated balance sheet of the Parent 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 "going concern" or like qualification or exception (other than a qualification or exception pertaining to the upcoming maturity of any Indebtedness occurring within one (1) year from the time such report and opinion is delivered) or any qualification or exception as to the scope of such audit;

(b) as soon as available, but in any event within forty-five (45) days after the end of each of the first three (3) Fiscal Quarters of each Fiscal Year of the Parent Borrower (commencing with the Fiscal Quarter ending March 31, 2025), a consolidated balance sheet of the Parent Borrower and its Subsidiaries as at the end of such Fiscal Quarter, and the related consolidated statements of income or operations, shareholders' equity and cash flows for such fiscal quarter and for the portion of the Parent Borrower's Fiscal Year then ended, setting forth in each case in comparative form the figures for the corresponding Fiscal Quarter of the previous Fiscal Year and the corresponding portion of the previous Fiscal Year, all in reasonable detail and certified by a Responsible Officer of the Parent Borrower as fairly presenting the financial condition, results of operations, shareholders' equity and cash flows of the Parent Borrower and its Subsidiaries in accordance with GAAP, subject only to normal year-end audit adjustments and the absence of footnotes; and

(c) Within ten (10) Business Days after the delivery of financial statements pursuant to Section 8.01(a) or 8.01(b) with respect to any Fiscal Year or Fiscal Quarter, as applicable, a reconciliation, in form and detail materially consistent with the Parent Borrower's past practice or such other form as shall be approved by the Administrative Agent (such approval not to be unreasonably withheld or delayed), of Consolidated EBITDA for the period covered

thereby derived from such financial statements to Consolidated EBITDA for such period as determined hereunder.

8.02 Certificates; Other Information. The Parent Borrower shall:

(a) concurrently with the delivery of the financial statements referred to in Section 8.01(a), deliver to the Administrative Agent for delivery to each Lender, to the extent reasonably available, consistent with the policies of the applicable accounting firm, a certificate of its independent certified public accountants stating that in making the examination necessary for such financial statements no knowledge was obtained of any Default under Article IX or, if any such Default shall exist, stating the nature and status of such event;

(b) deliver to the Administrative Agent for delivery to each Lender, within five (5) Business Days after the delivery of the financial statements referred to in Sections 8.01(a) and (b) (commencing with the delivery of the financial statements for the Fiscal Quarter ended March 31, 2025), a duly completed Compliance Certificate signed by a Responsible Officer of the Parent Borrower;

(c) promptly after any request by the Administrative Agent or any request by a Lender made through the Administrative Agent, deliver to the Administrative Agent for delivery to each Lender copies of any audit reports, management letters or recommendations submitted to the Management Board (or the audit committee of the Management Board) of the Parent Borrower by independent accountants in connection with the accounts or books of the Parent Borrower or any Restricted Subsidiary, or any audit of any of them;

(d) promptly after the same are available, deliver to the Administrative Agent for delivery to each Lender, copies of all annual, regular, periodic and special reports and registration statements which the Parent Borrower may file or be required to file with the Securities and Exchange Commission under Section 13 or Section 15(d) of the Securities Exchange Act of 1934, and not otherwise required to be delivered to the Administrative Agent pursuant hereto;

(e) concurrently with the delivery of the financial statements referred to in Sections 8.01(a) and (b), deliver to the Administrative Agent for delivery to each Lender (i) management's discussion and analysis of the important operational and financial developments of the Parent Borrower and the Restricted Subsidiaries during such Fiscal Year or Fiscal Quarter, as applicable, in form and detail materially consistent with the Parent Borrower's past practice, (ii) unaudited consolidated balance sheets and the related consolidated statements of income or operations of the Parent Borrower and its Restricted Subsidiaries, in each case, in form and detail consistent with Exhibit K attached hereto, or such other form as shall be approved by the Administrative Agent (such approval not to be unreasonably withheld or delayed);

(f) to the extent requested by the Administrative Agent within five (5) Business Days after the delivery of the financial statements referred to in Sections 8.01(a) and (b), the Parent Borrower shall, within ten Business Days after such delivery, host a conference call or meeting with the Lenders;

(g) as soon as available, and in any event no later than 120 days after the end of each Fiscal Year of the Parent Borrower, deliver to the Administrative Agent for delivery to

each Lender (other than Public Lenders) for the then current Fiscal Year a projected consolidated balance sheet of the Parent Borrower and its Restricted Subsidiaries as of the end of such current Fiscal Year, together with the related consolidated statements of projected cash flow and projected income;

(h) promptly, deliver to the Administrative Agent for delivery to each Lender such additional information regarding the business, financial or corporate affairs of the Parent Borrower or any Restricted Subsidiary, or compliance with the terms of the Loan Documents, as the Administrative Agent or any Lender acting through the Administrative Agent may from time to time reasonably request;

(i) [reserved]; and

(j) promptly, deliver to the Administrative Agent for delivery to each Lender such additional documentation and other information as shall have been reasonably requested in writing by the Administrative Agent or a Lender through the Administrative Agent that the Administrative Agent (or such Lender) shall have reasonably determined is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including Title III of the USA Patriot Act and the Beneficial Ownership Regulation.

Documents required to be delivered pursuant to Section 8.01 or Section 8.02 may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which such documents are publicly available through EDGAR (or any successor system of the Securities and Exchange Commission); (ii) on which the Parent Borrower posts such documents, or provides a link thereto on the Parent Borrower's website on the Internet at the website address listed on Schedule 12.02; or (iii) on which such documents are posted on the Parent Borrower's behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that the Parent Borrower shall provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents and the Administrative Agent shall post such documents and notify (which may be by facsimile or electronic mail) each Lender of the posting of any such documents. Notwithstanding anything contained herein, in every instance the Parent Borrower shall be required to provide a paper copy or a .pdf or facsimile copy of the Compliance Certificates required by Section 8.02(b) to the Administrative Agent. Except for such Compliance Certificates, the Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Parent Borrower with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

The Borrowers hereby acknowledge that (a) the Administrative Agent and/or the Arrangers will make available to the Lenders and the L/C Issuer materials and/or information provided by or on behalf of the Borrowers hereunder (collectively, "Borrower Materials") by posting the Borrower Materials on IntraLinks, ClearPar or a substantially similar electronic transmission system (the "Platform") and (b) certain of the Lenders may be "public-side" Lenders (i.e., Lenders that do not wish to receive material non-public information with respect to the Borrowers or their securities) (each, a "Public Lender"). The Borrowers hereby agree that (w) all Borrower Materials

that are to be made available to Public Lenders shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC", the Borrowers shall be deemed to have authorized the Administrative Agent, the Collateral Trustee, the Arrangers, the L/C Issuer and the Lenders to treat such Borrower Materials as either publicly available information or not material non-public information (although it may be sensitive and proprietary) with respect to the Borrowers or their securities for purposes of United States Federal and state securities laws; (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Investor;" and (z) the Administrative Agent and the Arrangers shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion or the Platform not designated "Public Investor."

8.03 Notices. The Borrower Representative shall promptly notify the Administrative Agent for delivery to each Lender:

(a) of the occurrence of any Default;

(b) of any matter that has resulted or could reasonably be expected to result in a Material Adverse Effect, including as a result of (i) breach or non-performance of, or any default under, a Contractual Obligation of any Loan Party or any other Restricted Subsidiary; (ii) any dispute, litigation, investigation, proceeding or suspension between any Loan Party or any other Restricted Subsidiary and any Governmental Authority (including under any Environmental Laws); or (iii) the commencement of, or any material development in, any litigation or proceeding affecting any Loan Party or any other Restricted Subsidiary, including pursuant to any applicable Environmental Laws;

(c) of the occurrence of any ERISA Event;

(d) of any material change in accounting policies or financial reporting practices by the Parent Borrower or any Restricted Subsidiary;

(e) of any material modification of any insurance policy;

(f) of the (i) incurrence or issuance of any Indebtedness for which the Borrowers are required to make a mandatory prepayment pursuant to Section 2.05(d), and (ii) occurrence of any Disposition of property or assets or any Extraordinary Loss for which the Borrowers are required to make a mandatory prepayment pursuant to Section 2.05(e);

(g) as soon as practicable, and in any event not less than five (5) Business Days (or, if acceptable to the Administrative Agent, a shorter period) prior to the proposed effective date thereof, with written notice of any proposed amendment, modification or waiver of the terms and provisions of any of the Material Laws or Material Agreements; and

(h) as soon as practicable, of the occurrence (or any alleged occurrence, if such allegation is in writing) of (i) a default, violation or any other breach in respect of any Indebtedness of Unrestricted Subsidiaries Guaranteed by the Parent Borrower or its Restricted Subsidiaries in excess of the Threshold Amount, or (ii) any other event giving rise to a right by the holder of any such Indebtedness to call upon any such Guarantee.

Each notice pursuant to this Section shall be accompanied by a statement of a Responsible Officer of the Borrower Representative setting forth details of the occurrence referred to therein and stating what action the Borrowers have taken and propose to take with respect thereto. Each notice pursuant to Section 8.03(a) shall describe with particularity any and all provisions of this Agreement and any other Loan Document that have been breached.

8.04 Preservation of Existence, Etc. The Borrowers shall, and shall cause each Restricted Subsidiary and MGHC Subsidiary to: (a) preserve, renew and maintain in full force and effect its legal existence under the Laws of the jurisdiction of its organization except in a transaction permitted by Section 9.04 or 9.05 or, in the case of the Restricted Subsidiaries (other than the Digital Borrower), to the extent failure to do so could not reasonably be expected to have a Material Adverse Effect; (b) take all reasonable action to maintain all rights, privileges, permits, licenses (including, without limitation, gaming and liquor licenses) and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; and (c) preserve or renew all of its registered patents, trademarks, trade names and service marks, the non-preservation of which could reasonably be expected to have a Material Adverse Effect.

8.05 Maintenance of Properties. The Borrowers shall, and shall cause the Restricted Subsidiaries and MGHC Subsidiary to: (a) maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order and condition, ordinary wear and tear excepted except to the extent failure to do so could not reasonably be expected to have a Material Adverse Effect; and (b) make all necessary repairs thereto and renewals and replacements thereof except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

8.06 Maintenance of Insurance. The Borrowers shall, and shall cause each Restricted Subsidiary, to maintain liability, casualty and other insurance (subject to customary deductibles and retentions) with responsible insurance companies in such amounts (after giving effect to any self-insurance compatible with the following standards) and against such risks as is carried by responsible companies engaged in similar businesses and owning similar assets in the general areas in which the Parent Borrower and its Restricted Subsidiaries operate. Each policy evidencing such insurance shall name the Collateral Trustee as loss payee and additional insured, as applicable, and the Borrowers shall use commercially reasonable efforts to ensure that such policies provide that such insurance companies provide the Collateral Trustee and the Administrative Agent thirty (30) days written notice before the termination thereof. Without limiting the obligations of the Borrowers under the foregoing provisions of this Section 8.06, in the event the Borrowers shall fail to maintain in full force and effect insurance as required by the foregoing provisions of this Section 8.06, then the Administrative Agent or the Collateral Trustee may, and shall if instructed so to do by the Required Lenders, procure insurance covering the interests of the Secured Parties and the Administrative Agent and the Collateral Trustee in such amounts and against such risks as otherwise would be required hereunder; provided that no funds shall be advanced to procure such insurance under any insurance policies with respect to any gaming operations or facilities regulated by IGRA unless an Event of Default exists and is continuing (including by reason of a failure to pay any such premium). The Borrowers shall reimburse the Administrative Agent and the Collateral Trustee, as applicable, in respect of any insurance premiums paid by the Administrative Agent and/or the Collateral Trustee pursuant to the foregoing. Without limitation of the foregoing,

except as otherwise agreed by the Borrower Representative and the Collateral Trustee, the Borrowers shall, and shall cause each Restricted Subsidiary to, take all actions as needed to insure compliance with all requirements under the Flood Insurance Laws, including the maintenance of all flood hazard insurance and certifications required thereunder. In the event of any change in the insurance carrier of any policy of the Parent Borrower and its Restricted Subsidiaries required pursuant to this Section 8.06, and in the event of any other material change relating to any such policy, the Borrower Representative shall promptly deliver copies of certificates evidencing such policies to the Administrative Agent.

8.07 Compliance with Laws. The Borrowers shall, and shall cause each other Loan Party and each other Restricted Subsidiary, to comply in all material respects with the requirements of all Laws (including Gaming Laws) and all orders, writs, injunctions and decrees applicable to it or to its business or property, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted; or (b) the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect.

8.08 Books and Records. The Borrowers shall, and shall cause each Restricted Subsidiary to (a) maintain proper books of record and account, in which full, true and correct entries in all material respects in material conformity with GAAP consistently applied shall be made of all financial transactions and matters involving the assets and business of such Borrower or such Restricted Subsidiary, as the case may be; and (b) maintain such books of record and account in material conformity with all applicable requirements of any Governmental Authority having regulatory jurisdiction over such Borrower or such Restricted Subsidiary, as the case may be.

8.09 Inspection Rights. The Borrowers shall, and shall cause each Restricted Subsidiary to, permit representatives and independent contractors of the Administrative Agent and the Collateral Trustee to visit and inspect the Collateral, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants (provided that the Borrower Representative has the opportunity to participate in such discussions), all at such reasonable times during normal business hours, as often as may be reasonably desired, upon reasonable advance notice to the Borrower Representative; provided that excluding any such visits and inspections during the continuation of an Event of Default (x) the Administrative Agent and the Collateral Trustee shall not exercise the rights set forth in this Section more than one time (in the aggregate) in any calendar year and (y) only one (in the aggregate) such visit and inspection per calendar year shall be at the Borrowers' expense. Notwithstanding anything to the contrary in this Section, the Parent Borrower and its Restricted Subsidiaries will not be required to disclose or permit the visitation or inspection or discussion of, any document, information or other matter (1) in respect of which disclosure to the Administrative Agent, the Collateral Trustee or any Lender (or their respective representatives or contractors) is prohibited by Law (including any applicable Gaming Laws) or any binding agreement not entered into in contemplation of avoiding such inspection and disclosure rights, (2) that is subject to attorney client or similar privilege or constitutes attorney work product, (3) in respect of which the Parent Borrower or any of its Restricted Subsidiaries owes confidentiality obligations to any third party not entered into in contemplation of avoiding such inspection and disclosure or (4) that constitutes non-financial trade

secrets or non-financial proprietary information of the Parent Borrower or any of its Restricted Subsidiaries and/or any customers and/or suppliers of the foregoing.

8.10 Use of Proceeds. The Borrowers shall use the proceeds of the Credit Extensions for any one or more of the following: (a) to refinance all or a portion of the Existing Credit Agreement on the Closing Date, (b) to fund the transaction costs in connection with this Agreement and the Loan Documents, and (c) for working capital and general corporate purposes not in contravention of any Law or of any Loan Document (including permitted refinancing of Indebtedness and Investments).

8.11 Environmental Covenant. The Borrowers shall, and shall cause each Restricted Subsidiary to:

(a) use and operate all of its facilities and properties in compliance with all applicable Environmental Laws, keep all permits, approvals, certificates, licenses and other authorizations required pursuant to applicable Environmental Laws in effect and remain in compliance therewith, and handle all Hazardous Materials in compliance with all applicable Environmental Laws, in each case except to the extent failure to do so, whether singly or in aggregate, could not reasonably be expected to have a Material Adverse Effect;

(b) promptly (i) notify the Administrative Agent and provide copies upon receipt of all written claims, complaints, notices or inquiries relating to the condition of its facilities and properties under, or compliance of its facilities and properties with, applicable Environmental Laws which could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and (ii) commence and diligently proceed to take any action required pursuant to Environmental Laws to mitigate and eliminate such condition; and

(c) provide such information and certifications which the Administrative Agent may reasonably request from time to time to evidence compliance with this Section 8.11.

8.12 [Reserved].

8.13 Additional Subsidiaries and Collateral. The Borrowers shall:

(a) cause each Person which is at any time a Restricted Subsidiary to promptly execute and deliver to the Administrative Agent and the Collateral Trustee, as applicable, joinder agreements with respect to, or otherwise become a party to, the Guaranty, the Security Agreement, the Pledge Agreement, the Collateral Trust Agreement and the other applicable Security Documents and any and all other documents reasonably required by the Administrative Agent or the Collateral Trustee in connection with the Loan Documents (including any mortgages, leasehold mortgages, title insurance and any other documentation and deliverables with respect to real property);

(b) execute, and cause each of its Restricted Subsidiaries to execute, and to deliver to the Administrative Agent and the Collateral Trustee, as applicable, promptly upon request of the Administrative Agent or the Collateral Trustee, such Security Documents (including any mortgages, leasehold mortgages, title insurance and any other documentation and deliverables with respect to real property) as are reasonably required by the Administrative Agent or the

Collateral Trustee (including, without limitation, in the case of any property that is to be subject to a mortgage or a leasehold mortgage, a Flood Determination with respect to such property (which Flood Determination shall be delivered at least ten (10) Business Days prior to the time that any such mortgage or leasehold mortgage becomes effective, together with, except as otherwise agreed by the Borrower Representative and the Collateral Trustee, evidence of all flood insurance required to comply with the Flood Insurance Laws)) to create a valid and perfected Lien upon any material property which they hereafter acquire (excluding property not required to be encumbered by the existing Security Documents (it being understood that the Parent Borrower and its Restricted Subsidiaries shall not be required to deliver a mortgage with respect to (w) any leasehold interest in real property (other than (i) the real property subject to the Lease (including any sub-lease thereof) and (ii) the real property of or related to Pocono Downs in the event of any sale-leaseback transaction with respect to Pocono Downs) if the applicable landlord's consent to the mortgage of such leasehold interest is required and the Parent Borrower and the applicable Restricted Subsidiary have used commercially reasonable efforts to obtain the consent of such landlord to the delivery of a mortgage hereunder, and have not been able to obtain such consent, (x) the leasehold interest in the Earth Hotel and (y) the undeveloped real property owned by Mill Creek Land, L.P. as of the Closing Date)), provided that the Parent Borrower and its Restricted Subsidiaries will not be required to pledge their respective interests under third-party management, development or other related agreements entered into by the Parent Borrower or its Restricted Subsidiaries with respect to third-party gaming facilities; and

(c) pledge and cause its Restricted Subsidiaries to pledge all of the Capital Stock held by the Parent Borrower and its Restricted Subsidiaries in any Person which is or hereafter becomes a Subsidiary, and deliver to the Collateral Trustee in pledge all certificates evidencing such Capital Stock accompanied by undated stock powers executed in blank, in each case except for Capital Stock in (A) any Person which is not wholly-owned, directly or indirectly, by the Parent Borrower or its Restricted Subsidiaries to the extent such pledge is restricted by the organizational documents of such Person or by contract with other holders of Securities of such Person or (B) any Tribal Entity.

8.14 Maintenance of Ratings. The Borrowers shall use commercially reasonable efforts to maintain at least two of (a) a public corporate credit rating from S&P, (b) a public corporate family rating from Moody's and/or (c) a public corporate credit rating from Fitch; provided that in no event shall the Borrowers be required to maintain any specific rating.

8.15 Anti-Corruption Laws. The Borrowers shall, and shall cause each Restricted Subsidiary to, conduct its businesses in material compliance with, as applicable, the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, other similar anti-corruption legislation in other jurisdictions, and all applicable Sanctions, and shall maintain policies and procedures designed to promote and achieve compliance with such Laws, if applicable.

8.16 Payment of Taxes and Obligations. The Borrowers shall, and shall cause each Restricted Subsidiary to, pay and discharge as the same shall become due and payable, all its obligations and liabilities, including all Tax liabilities, assessments and governmental charges or levies upon it or its Properties or assets, unless (a) the same are being contested in good faith by appropriate proceedings diligently conducted and adequate reserves in accordance with GAAP are

being maintained by the Parent Borrower or such Restricted Subsidiary or (b) the failure to so pay and discharge such amounts could not reasonably be expected to have a Material Adverse Effect.

8.17 Operating Accounts. Within forty-five (45) days following the opening of each Operating Account (or such later date as agreed by the Administrative Agent), the Borrowers shall enter into or cause their relevant Restricted Subsidiaries to enter into an Account Control Agreement with respect to each Operating Account hereafter established.

8.18 Continual Operation of Mohegan Sun. The Borrowers shall continuously operate Mohegan Sun substantially in the manner operated as of the Closing Date (or as contemplated on the Closing Date to be operated) and in any event in material compliance with the Gaming Ordinance, the Gaming Authority Ordinance, all applicable Laws and the Compact, and refrain from conducting any gaming activities (including without limitation all class II and class III gaming activities (as defined in IGRA)) at any location on the Tribe's current reservation near Uncasville, Connecticut, other than Mohegan Sun.

8.19 Defense of Loan Documents. If any Person commences any action or proceeding seeking to characterize any Loan Document or any interest thereunder, for any reason (a) as constituting, creating or providing a "proprietary interest" in gaming activities or gaming operations or (b) as constituting a "management contract" or a "management agreement", in either case, in violation of IGRA or any other Law, the Borrowers shall, at their own cost, object to any such characterization and support and defend the Loan Documents, as not creating, providing or constituting a "proprietary interest" in gaming activities and not constituting a "management contract" or a "management agreement", in either case in violation of IGRA or any other Law.

8.20 Post-Closing Covenants. No later than the dates set forth on Schedule 8.20 (as such date may be extended by the Administrative Agent in its sole discretion) the Borrowers will cause the actions set forth on such schedule to be taken (it being understood and agreed that all conditions, representations, warranties and covenants of the Loan Documents with respect to the taking of such actions are qualified by the noncompletion of such actions until such time as they are completed or required to be completed in accordance with this Section 8.20).

ARTICLE IX
NEGATIVE COVENANTS

From the Closing Date until payment in full of the Obligations:

9.01 Liens. The Borrowers shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly create, incur, assume or suffer to exist any Lien upon any of the Authority Property, whether now owned or hereafter acquired, other than the following:

(a) Liens pursuant to any Loan Document securing the Obligations;

(b) Liens existing on the Closing Date and listed on Schedule 9.01 and any renewals or extensions thereof, provided that the property covered thereby is not increased and any renewal or extension of the Indebtedness, if any, secured or benefited thereby is permitted by Section 9.03(c);

(c) Liens for taxes, assessments or other governmental charges or levies not yet delinquent or thereafter payable without penalty or which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP;

(d) carriers', warehousemen's, mechanics', materialmen's, repairmen's, Liens for labor done and materials and services supplied and furnished or other like Liens and statutory Liens (i) which are for amounts not yet overdue for a period of more than 60 days, (ii) which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person, or (iii) which have been bonded in a manner reasonably satisfactory to the Administrative Agent;

(e) pledges or deposits made or Liens incurred in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security or employment or insurance legislation and deposits and other Liens to secure premiums or reimbursement or indemnification obligations to insurance companies in the ordinary course of business;

(f) deposits to secure the performance of bids, trade contracts and leases (other than Indebtedness), statutory obligations, surety bonds (other than bonds related to judgments or litigation), performance bonds and other obligations of a like nature incurred in the ordinary course of business, including during the course of any development;

(g) Liens on Capital Stock in Unrestricted Subsidiaries (subject to the final proviso of this section 9.01) securing Indebtedness of such Unrestricted Subsidiary or its Subsidiaries;

(h) easements, rights-of-way, reservations, covenants, conditions, restrictions, defects and irregularities in title to any real property and other similar encumbrances affecting real property which, in the aggregate, do not materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the applicable Person;

(i) rights reserved to or vested in any Governmental Authority to control or regulate, or obligations or duties to any Governmental Authority with respect to (i) the use of any real property, or (ii) any right, power, franchise, grant, license, or permit, including present or future zoning laws, building codes and ordinances, zoning restrictions, or other laws and ordinances restricting the occupancy, use, or enjoyment of real property;

(j) rights of tenants under leases and rental agreements covering real property entered into in the ordinary course of business of the Person owning such real property;

(k) Liens consisting of any right of offset, or statutory bankers' lien, on bank deposit accounts maintained in the ordinary course of business so long as such bank deposit accounts are not established or maintained for the purpose of providing such right of offset or bankers' lien;

(l) Liens securing writs of attachment or similar instruments or judgments for the payment of money not constituting an Event of Default under Section 10.01(h) or 10.01(i) or securing appeal or other surety bonds related to such judgments;

(m) Liens on cash securing only Defeased Indebtedness;

(n) precautionary UCC financing statement filings made in connection with operating leases;

(o) Liens securing Indebtedness permitted under Section 9.03(e); provided that (i) such Liens do not at any time encumber any property other than the property (and proceeds of the sale or other Disposition thereof and the proceeds (including insurance proceeds), products, rents, profits, accession and replacements thereof or thereto) financed by such Indebtedness, (ii) such Liens either exist on the Closing Date or are created in connection with (within 180 days of) the acquisition, design, installation, development, construction, repair or improvement of such Property (or such Liens secure Permitted Refinancings of Indebtedness secured by Liens of the type described in this clause (ii)) and (iii) the Indebtedness secured thereby does not exceed the cost of acquiring, designing, installing, developing, constructing, repairing or improving the property which is the subject of such financing (or constitutes Permitted Refinancing of such Indebtedness);

(p) Liens securing Indebtedness permitted under Sections 9.03(f), 9.03(i), 9.03(j) or 9.03(k);

(q) Permitted Rights of Others;

(r) Liens arising out of Sale/Leaseback Transactions permitted under Section 9.05;

(s) any Lien existing on property, assets or revenue prior to the acquisition thereof by the Parent Borrower or any of its Restricted Subsidiaries or existing on property, assets or revenue of any Person that becomes a Restricted Subsidiary after the Closing Date prior to the time such Person becomes a Restricted Subsidiary; provided that (i) such Lien is not created in contemplation of, or in connection with, such acquisition or such Person becoming a Restricted Subsidiary, as the case may be and (ii) such Lien shall secure only those obligations which it secures on the date of such acquisition or the date such Person becomes a Restricted Subsidiary, as the case may be, and any Permitted Refinancing thereof;

(t) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into by the Parent Borrower or any of its Restricted Subsidiaries in the ordinary course of business;

(u) licenses of intellectual property granted by the Parent Borrower or any Restricted Subsidiary in the ordinary course of business and not interfering in any material respect with the ordinary conduct of the business of the Parent Borrower and its Restricted Subsidiaries, taken as a whole;

(v) other Liens on property securing obligations in an aggregate amount not to exceed $10,000,000;

(w) Liens on Collateral securing (i) the First Lien Notes and the other obligations under the First Lien Note Documents, and/or (ii) any Permitted Refinancing in respect of the First Lien Notes and the other obligations under the First Lien Note Documents, in each case under this clause (w), provided that such Liens are pari passu or junior to the Liens securing the Obligations pursuant to the Collateral Trust Agreement; and

(x) Liens on Collateral securing (i) the Second Lien Notes and the other obligations under the Second Lien Note Documents, (ii) any Permitted Refinancing in respect of the Second Lien Notes and the other obligations under the Second Lien Note Documents, in each case under this clause (x), provided that such Liens are junior to the Liens securing the Obligations pursuant to the Collateral Trust Agreement;

provided, that, notwithstanding the foregoing, Borrowers shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly create, incur, assume or suffer to exist any Lien securing any Indebtedness for borrowed money (other than Indebtedness of the WNBA Subsidiary the net cash proceeds of which are promptly distributed to the Parent Borrower or a Restricted Subsidiary and applied in accordance with Section 2.05(e)(v)) upon any of the Capital Stock of the WNBA Subsidiary or any Subsidiary thereof unless concurrently therewith, the Collateral Trustee is granted an equal and ratable Lien thereon to secure the Obligations.

9.02 Investments. The Borrowers shall not, and shall cause each Restricted Subsidiary not to, directly or indirectly, make any Investments, except:

(a) Investments held by the Parent Borrower or such Restricted Subsidiary in the form of cash, cash equivalents or short-term marketable securities;

(b) Investments consisting of payroll advances to employees of the Parent Borrower and the Restricted Subsidiaries for travel, entertainment and relocation expenses in the ordinary course of business in an aggregate amount not to exceed $2,000,000 at any one time outstanding;

(c) Investments consisting of Guarantees pursuant to the Korea Credit Enhancement Agreement, in an aggregate amount not to exceed $100,000,000 at any time outstanding;

(d) Investments of the Loan Parties in any other Loan Party and Investments of any Restricted Subsidiary in any Loan Party;

(e) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss;

(f) Capital Expenditures, to the extent constituting an Investment;

(g) Investments representing all or a portion of the sales price for property sold to another Person;

(h) Investments identified on Schedule 9.02;

(i) [reserved];

(j) additional Investments (i) in an amount up to the Available Amount determined at the time such Investment is made and (ii) in an unlimited amount; provided, (A) in each case, immediately before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (B) in each case immediately after giving effect thereto on a Pro Forma Basis as of the last day of the most recently-ended Test Period the Borrowers shall be in compliance with Section 9.10 and (C) solely in the case of investments pursuant to the foregoing clause (ii), the Total Net Leverage Ratio would not exceed 3.00 to 1.00 on a Pro Forma Basis (as of the last day of the most recently ended Test Period) after giving effect to such Investment;

(k) additional Investments, provided (i) the aggregate amount of such Investments outstanding at any time pursuant to this Section 9.02(k) does not exceed $100,000,000, (ii) immediately before and after giving effect thereto, no Default or Event of Default has occurred and is continuing and (iii) immediately after giving effect thereto on a Pro Forma Basis as of the last day of the most recently-ended Test Period the Borrower shall be in compliance with Section 9.10;

(l) to the extent constituting Investments, transactions permitted under Section 9.04(a), (b) and (c) and Specified Employee Compensation Payments;

(m) Investments funded with the net cash proceeds of the substantially concurrent contribution of new cash common equity Investments by the Tribe in the Parent Borrower (other than Specified Equity Contributions);

(n) Investments in Swap Contracts with Hedge Banks entered into to hedge against fluctuations in interest rates and exchange rates and not for speculative purposes;

(o) Permitted Acquisitions; and

(p) Investments in one or more Unrestricted Subsidiaries consisting of one or more Letters of Credit issued for the benefit of the town of Preston, CT (including amounts drawn thereunder or the satisfaction of reimbursement obligations with respect thereto) to support certain contractual obligations of such Unrestricted Subsidiaries to the town of Preston, CT; provided that the aggregate amount of Investments pursuant to this clause (p) shall not exceed $11,000,000.

Notwithstanding the foregoing, in no event shall any Statutory Online Gaming Subsidiary make any Investment of any Statutory Online Gaming Asset to any Person that is not a Statutory Online Gaming Subsidiary.

For purposes of determining compliance with this Section 9.02, in the event that an Investment meets the criteria of more than one of the categories of Investment described in subsections (a) through (o) above, the Borrowers may from time to time, in its sole discretion,

classify or reclassify such Investment (or any portion thereof) and will only be required to include the amount and type of such Investment in one or more of the above subsections.

9.03 Indebtedness. The Borrowers shall not, and shall cause each Restricted Subsidiary not to, directly or indirectly, create, incur, assume or suffer to exist any Indebtedness, in each case, other than:

(a) the Obligations under the Loan Documents;

(b) unsecured intercompany Indebtedness between or among the Loan Parties;

(c) (A) the Senior Unsecured Notes in an aggregate principal amount not in excess of $277,000,000 at any time outstanding and any Permitted Refinancing in respect thereof, (B) the First Lien Notes in an aggregate principal amount not in excess of $750,000,000 at any time outstanding and any Permitted Refinancing in respect thereof, (C) the Second Lien Notes in an aggregate principal amount not in excess of $700,000,000 at any time outstanding and any Permitted Refinancing thereof and (D) all other Indebtedness outstanding on the Closing Date and listed on Schedule 9.03 and any Permitted Refinancings thereof;

(d) Indebtedness (contingent or otherwise) under Swap Contracts entered into by the Parent Borrower or any Restricted Subsidiary to hedge against fluctuations in interest rates or exchange rates, and not for speculative purposes;

(e) Indebtedness (A) for the purpose of financing all or any part of the purchase price of real property, furniture, fixtures, equipment or similar assets used or useful in the business of the Parent Borrower or any Restricted Subsidiary; provided, however, that the aggregate amount of all such Indebtedness under this clause (A) at any one time outstanding shall not exceed $150,000,000; and, without duplication, Permitted Refinancings in respect of the foregoing, (B) arising from a Pocono Disposition constituting a Sale/Leaseback Transaction that is permitted by Section 9.05 and (C) arising from any additional Sale/Leaseback Transaction that is permitted by Section 9.05; provided that the aggregate fair market value of the property sold pursuant to all such Sale and Lease-Back Transactions the resulting Attributable Indebtedness or other Indebtedness in respect of which is permitted under this clause (C) shall not exceed $150,000,000;

(f) (A) Indebtedness of the Loan Parties in respect of one or more series of (i) senior or subordinated unsecured notes or loans, (ii) *pari passu* lien notes or loans that may be secured by the Collateral on a *pari passu* basis with the Obligations or (iii) junior lien notes or loans that may be secured by the Collateral on a junior basis with the Obligations, in each case that are issued or made in lieu of Increased Revolving Commitments pursuant to an indenture, a loan agreement or a note purchase agreement or otherwise (any such Indebtedness, "Incremental Equivalent Debt"); provided that (i) the principal amount of Incremental Equivalent Debt issued or incurred pursuant to this Section 9.03(f) shall not exceed the Incremental Loan Amount as of the date of issuance or incurrence thereof; (ii) no Event of Default shall have occurred and be continuing or would exist immediately after giving effect to such incurrence or issuance; (iii) such Incremental Equivalent Debt incurred pursuant to clauses (A)(i) or (A)(iii) shall satisfy the definition of Permitted Junior Debt Conditions and such Incremental Equivalent Debt incurred pursuant to clause (A)(ii) shall satisfy the definition of Permitted Pari Passu Debt Conditions; (iv)

(A) if such Incremental Equivalent Debt is secured, the holders of such Indebtedness (or their representatives) shall be party to (1) the Collateral Trust Agreement (in the case of any such Indebtedness incurred pursuant to clause (A)(ii) as "Priority Lien Debt" and in the case of any such Indebtedness incurred pursuant to clause (A)(iii) as "Parity Lien Debt") or (2) a Customary Intercreditor Agreement (in the case of any such Indebtedness incurred pursuant to clause (A)(iii)) and (B) such Incremental Equivalent Debt shall not be secured by any assets other than the Collateral; (v) after giving effect to such Incremental Equivalent Debt, the Borrowers would be in compliance with Section 9.10 on a Pro Forma Basis (calculated as though any such Incremental Equivalent Debt were fully drawn); and (vi) with respect to any such Incremental Equivalent Debt with a scheduled maturity date prior to the date that is one year after the latest Maturity Date then in effect for any then-outstanding Facility, in the event that the All-In Yield for such Incremental Equivalent Debt is greater than the Applicable Rate for any Facility by more than 0.50%, the Applicable Rate for such Facility shall be increased to the extent necessary so that the All-In Yield for such Incremental Equivalent Debt is not more than 0.50% higher than the All-In Yield for such Facility, and (B) any Permitted Refinancing in respect thereof that (in the case of a refinancing of Indebtedness incurred under clauses (A)(i) or (A)(iii)) satisfies the requirements of clause (iv) of the definition of Permitted Junior Debt Conditions or (in the case of a refinancing of Indebtedness incurred under clause (A)(ii)) satisfies the requirements of clause (iv) of the definition of Permitted Pari Passu Debt Conditions;

(g) Guarantees by Loan Parties pursuant to the Korea Credit Enhancement Agreement in an aggregate amount not to exceed $100,000,000 at any time outstanding;

(h) Guarantees of Indebtedness that the Borrowers have elected to incur pursuant to Section 9.02(k), so long as both before and after giving effect to the incurrence of any such Indebtedness (i) no Default or Event of Default shall then exist and (ii) the Borrowers are in compliance with Section 9.10 on a Pro Forma Basis;

(i) (i) Permitted Unsecured Indebtedness and/or Permitted Junior Lien Indebtedness satisfying the Permitted Junior Debt Conditions, provided that the proceeds thereof are applied to prepay the Loans in accordance with Section 2.05(d) and effectuate a corresponding permanent reduction in Commitments pursuant to Section 2.06 and (ii) any Permitted Refinancing in respect thereof;

(j) (i) Permitted Pari Passu Indebtedness in any amount such that, on a Pro Forma Basis, after giving effect to the incurrence and application of proceeds thereof, the First Lien Net Leverage Ratio shall not be greater than the applicable Ratio Debt Threshold; provided that, in each case, (x) such Indebtedness satisfies the Permitted Pari Passu Debt Conditions, (y) no Default or Event of Default shall then exist and (z) the Borrowers are in compliance with Section 9.10 on a Pro Forma Basis and (ii) any Permitted Refinancing in respect thereof;

(k) (i) Permitted Unsecured Indebtedness, Subordinated Indebtedness and/or Permitted Junior Lien Indebtedness in any amount such that, on a Pro Forma Basis, after giving effect to the incurrence and application of proceeds thereof, (I) in the case of any such Permitted Unsecured Indebtedness or Subordinated Indebtedness, (A) the Total Net Leverage Ratio does not exceed and (B) the Fixed Charge Coverage Ratio is not less than or (II) in the case of any such Permitted Junior Lien Indebtedness, Senior Secured Net Leverage Ratio does not exceed, the

applicable Ratio Debt Threshold; provided that, in each case, (x) such Indebtedness satisfies the Permitted Junior Debt Conditions, (y) no Default or Event of Default shall then exist and (z) the Borrowers are in compliance with Section 9.10 on a Pro Forma Basis and (ii) any Permitted Refinancing in respect thereof;

(l) Indebtedness of a Person that becomes a Restricted Subsidiary of a Loan Party after the Closing Date in connection with a Permitted Acquisition; provided, however, that such Indebtedness existed at the time such Person became a Restricted Subsidiary and was not created in anticipation or contemplation thereof, and Permitted Refinancings thereof;

(m) Indebtedness of the Parent Borrower or its Restricted Subsidiaries to the Tribe incurred pursuant to any Specified Tribal Contribution;

(n) Indebtedness of the Borrower or any Guarantor, in an amount not to exceed $25,000,000; provided that such Indebtedness shall be unsecured, or if secured, shall be secured by a Lien on the Collateral that is junior to the Lien securing the Obligations; and

(o) with respect to any of the foregoing Indebtedness (other than any Indebtedness incurred by a Person that is not a Loan Party), any Guarantee of such Indebtedness given by a Loan Party.

For purposes of determining compliance with this Section 9.03, in the event that an item of Indebtedness meets the criteria of more than one of the categories of Indebtedness described in subsections (a) through (o) above, the Borrowers may from time to time, in their sole discretion, classify or reclassify such item of Indebtedness (or any portion thereof) and will only be required to include the amount and type of such Indebtedness in one or more of the above subsections; provided that all Indebtedness outstanding under the Loan Documents will be deemed to have been incurred in reliance only on the exception in subsection (a) of this Section 9.03, the Senior Unsecured Notes will be deemed to have been incurred in reliance only on the exception set forth in subsection (c)(A) of this Section 9.03, the First Lien Notes will be deemed to have been incurred in reliance only on the exception set forth in subsection (c)(B) of this Section 9.03 and the Second Lien Notes will be deemed to have been incurred in reliance only on the exception set forth in subsection (c)(C) of this Section 9.03, and in each case, may not be reclassified.

9.04 Fundamental Changes. The Borrowers shall not, and shall cause each Restricted Subsidiary not to, directly or indirectly, merge, dissolve, liquidate, consolidate with or into another Person, or purchase or otherwise acquire all or substantially all of the stock or assets of any Person (or of any division thereof), or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person (including, in each case, pursuant to a Division), except that:

(a) any Restricted Subsidiary may merge or consolidate with (i) a Borrower, provided that a Borrower shall be the continuing or surviving Person, or (ii) any one or more other Restricted Subsidiaries (other than a Borrower), provided that when any Guarantor is merging with another Restricted Subsidiary that is not a Guarantor or a Borrower, the Guarantor shall be the continuing or surviving Person or such surviving Person shall execute and deliver a Guaranty,

provided, further, that in no event may any Statutory Online Gaming Subsidiary merge or consolidate with any Person other than another Statutory Online Gaming Subsidiary;

(b) any Restricted Subsidiary (other than the Digital Borrower) may Dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise) to a Borrower or to another Restricted Subsidiary; provided that if the transferor in such a transaction is a Guarantor, then the transferee must either be the Borrower or a Guarantor; provided, further that in no event may any Statutory Online Gaming Subsidiary Dispose of all or substantially all of its Statutory Online Gaming Assets to an Affiliate of the Tribe that is not a Statutory Online Gaming Subsidiary;

(c) the Parent Borrower or any Restricted Subsidiary may make a Disposition to the extent permitted by Section 9.05, including, in the case of a Restricted Subsidiary (other than the Digital Borrower), by way of merger;

(d) any Unrestricted Subsidiary may merge, dissolve, liquidate, consolidate with or into the Parent Borrower or any Restricted Subsidiary, or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets to the Parent Borrower or any Restricted Subsidiary, provided that the applicable Unrestricted Subsidiary would have been permitted to be designated a Restricted Subsidiary hereunder at the time of such transaction and in the case of any such transaction involving a Borrower, such Borrower is the surviving entity of such transaction; and

(e) the Parent Borrower or any Restricted Subsidiary may implement a Permitted Acquisition or other Investment permitted hereunder of all or substantially all of the stock or assets of any Person (or of any division thereof) (including through a merger (provided that a Borrower must be the surviving entity of any merger involving a Borrower)) so long (i) both before and after giving pro forma effect to any such purchase or acquisition, no Event of Default shall then exist and (ii) after giving effect to such purchase or acquisition, the Borrowers would have been in compliance with Section 9.10 on a Pro Forma Basis on the last day of the most recently ended Test Period.

9.05 Dispositions. The Borrowers will not, and shall cause each Restricted Subsidiary not to, directly or indirectly, make any Disposition except:

(a) Dispositions of obsolete or worn out property, whether now owned or hereafter acquired, in the ordinary course of business;

(b) Dispositions of inventory in the ordinary course of business;

(c) Dispositions of machinery and equipment no longer used or useful in the business;

(d) Dispositions of equipment or real property to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of such Disposition are reasonably promptly applied to the purchase price of such replacement property;

(e) Dispositions of property by (i) a Borrower or any Restricted Subsidiary to a Borrower or any Guarantor or (ii) any Restricted Subsidiary that is not a Borrower or a Guarantor to any other Restricted Subsidiary that is not a Guarantor;

(f) the sale, sub-lease or other Disposition of a portion of the Lease and related interests and rights, to the extent the related real property is not then otherwise developed for use in Gaming, to the Tribe or any other Person for the purpose of permitting the Tribe or such Person to construct a hotel, retail, entertainment or other related asset on such real property; provided that the Tribe or such other Person (other than the Parent Borrower or any Restricted Subsidiary) shall not conduct any class II or class III gaming activities within the meaning of IGRA on such real property;

(g) Dispositions permitted by Sections 9.02, 9.04 and 9.06, Priority Distributions (subject to the limitations in the definition thereof) and Permitted Tribal Payments (subject to the limitations in the definition thereof);

(h) the Disposition, abandonment, cancellation or lapse of intellectual property which, in the reasonable determination of the Borrowers, are not material to the conduct of the business of the Parent Borrower and its Subsidiaries, or are no longer economical to maintain in light of their respective use, in the ordinary course of business;

(i) Dispositions of cash, cash equivalents and short-term marketable securities;

(j) (i) licenses and sublicenses by the Parent Borrower or any Restricted Subsidiary of software and intellectual property, and (ii) retail, restaurant, cell tower and other leases of real property owned or leased by the Parent Borrower or a Restricted Subsidiary, in each case in the ordinary course of business;

(k) Dispositions of property subject to an Extraordinary Loss;

(l) Dispositions of property having an aggregate fair market value of not to exceed $15,000,000 per transaction or series of related transactions; and

(m) Dispositions by the Parent Borrower and the Restricted Subsidiaries not otherwise permitted under this Section 9.05; provided that (i) such Disposition (together with any related Dispositions) does not materially impair the operation of Mohegan Sun as a gaming facility, (ii) at the time of such Disposition, no Default or Event of Default shall exist or would result from such Disposition, (iii) such Disposition is made at the fair market value, as determined in good faith by the Management Board, (iv) the Parent Borrower or the applicable Restricted Subsidiary shall receive not less than 75% of the consideration for such Disposition in the form of cash or Cash Equivalents and (v) the Net Cash Proceeds of such Disposition are applied to the extent required by Section 2.05(e).

Notwithstanding the foregoing, in no event shall any Statutory Online Gaming Subsidiary make any Disposition of any Statutory Online Gaming Asset to any Person that is not a Statutory Online Gaming Subsidiary, except for a Disposition to a Person that is not an Affiliate of the Tribe or the Borrowers permitted by Section 9.05(m).

For purposes of determining compliance with this Section 9.05, in the event that a Disposition meets the criteria of more than one of the categories of Disposition described in subsections (a) through (m) above, the Borrowers may from time to time, in their sole discretion, classify or reclassify such Disposition (or any portion thereof) and will only be required to include the amount and type of such Disposition in one or more of the above subsections.

9.06 Restricted Payments. The Borrowers shall not, and shall cause each Restricted Subsidiary not to, directly or indirectly, declare or make, directly or indirectly, any Restricted Payment, except that:

(a) each Restricted Subsidiary may make Restricted Payments to the Parent Borrower and to wholly-owned Restricted Subsidiaries (and, in the case of a Restricted Payment by a non-wholly-owned Restricted Subsidiary, to the Parent Borrower and any Restricted Subsidiary and to each other owner of Capital Stock or other equity interests in such Restricted Subsidiary on a pro-rata basis based on their relative ownership interests);

(b) the Parent Borrower and each Restricted Subsidiary may declare and make dividend payments or other distributions payable solely in the common stock or other common equity interests of such Person;

(c) the Parent Borrower and each Restricted Subsidiary may purchase, redeem or otherwise acquire shares of its common stock or other common equity interests or warrants or options to acquire any such shares with the proceeds received from the substantially concurrent issue of new shares of its common stock or other common equity interests;

(d) the Parent Borrower and its Restricted Subsidiaries may make Restricted Payments to allow the payment of cash in lieu of the issuance of fractional shares upon the exercise of options, warrants or rights or upon the conversion or exchange of or into Capital Stock, or payments or distributions to dissenting stockholders pursuant to applicable law;

(e) [reserved];

(f) the Parent Borrower and the Restricted Subsidiaries may make additional Restricted Payments (i) in an amount up to the Available Amount determined at the time such Restricted Payment is made and (ii) in an unlimited amount; provided that (A) immediately before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (B) immediately after giving effect thereto on a Pro Forma Basis as of the last day of the most recently-ended Test Period the Borrowers shall be in compliance with Section 9.10, (C) solely in the case of Restricted Payments pursuant to the foregoing clause (i), immediately after giving effect thereto on a Pro Forma Basis as of the last day of the most recently-ended Test Period, the Senior Secured Net Leverage Ratio would not exceed 4.50 to 1.00 and (D) solely in the case of Restricted Payments pursuant to the foregoing clause (ii), immediately after giving effect thereto on a Pro Forma Basis as of the last day of the most recently-ended Test Period, the Total Net Leverage Ratio would not exceed 3.00 to 1.00;

(g) [reserved];

(h) the Parent Borrower and the Restricted Subsidiaries may make payments to the Tribe (or any agency, instrumentality or political subunit thereof) on account of any Indebtedness permitted under this Agreement which is held by the Tribe (or any agency, instrumentality or political subunit thereof), subject to Section 9.12, (i) at the Stated Maturity thereof, (ii) with the proceeds of other Indebtedness permitted to be incurred hereunder, and (iii) in the case of any Indebtedness the majority of which is not held by the Tribe (or any Affiliate thereof), upon the payment in full of such Indebtedness; and

(i) to the extent construed as Restricted Payments, the Parent Borrower and the Restricted Subsidiaries may (i) make payments made pursuant to the Earth Hotel Lease to the extent permitted under Section 9.08(i) and (ii) subject to Sections 9.02 and 9.08, the purchase of the interests of the Tribe in the direct or indirect owner of the Earth Hotel.

Notwithstanding the foregoing, in no event shall any Statutory Online Gaming Subsidiary make any Restricted Payment of any Statutory Online Gaming Asset to any Person that is not a Statutory Online Gaming Subsidiary.

For purposes of determining compliance with this Section 9.06, in the event that any Restricted Payment meets the criteria of more than one of the categories of Restricted Payment described in subsections (a) through (i) above, the Borrowers may from time to time, in its sole discretion, classify or reclassify such Restricted Payment, or any portion thereof, and will only be required to include the amount and type of such Restricted Payment in one or more of the above subsections.

9.07 Change in Nature of Business. The Borrowers shall not, and shall cause each Restricted Subsidiary not to, directly or indirectly, engage in any material line of business substantially different from those lines of business conducted or proposed to be conducted by the Parent Borrower and its Subsidiaries on the Closing Date or any business substantially related or incidental thereto. In no event shall any Pocono Subsidiary or Statutory Online Gaming Subsidiary that is not a Tribal Entity on the Closing Date, whether by merger or otherwise, at any time be or become a Tribal Entity. In no event shall Pocono be sold, transferred or otherwise disposed of to any Tribal Entity.

9.08 Transactions with Affiliates. The Borrowers shall not, and shall cause each Restricted Subsidiary not to, directly or indirectly, enter into any transaction of any kind with any Affiliate of the Borrowers, other than (a) employment of enrolled tribal members, and the immediate family members of tribal members, on terms consistent with the past practices of the Borrowers (including the payment of employment bonuses in accordance with past practices), (b) transactions involving Property having an aggregate value of not more than $5,000,000 for all such transactions, (c) transactions which are on commercially reasonable terms entered into with Native American suppliers and vendors in accordance with the affirmative action provisions of the Tribe's Employment Rights Ordinance (in the case of any such transactions or series of related transactions involving more than $5,000,000, on terms disclosed to the Lenders), (d) other transactions on terms at least as favorable to Parent Borrower or the applicable Restricted Subsidiary as would be the case in an arm's-length transaction between unrelated parties of equal bargaining power, the terms of which are disclosed to the Lenders in writing, (e) payments pursuant to the Lease, (f) transactions amongst Parent Borrower and its Restricted Subsidiaries, or amongst Restricted

Subsidiaries, in each case which are not prohibited under Section 9.02, (g) Restricted Payments expressly permitted under Section 9.06, Permitted Tribal Payments (subject to the limitations in the definition thereof), Priority Distributions (subject to the limitations in the definition thereof) and Indebtedness incurred to the Tribe pursuant to any Specified Tribal Contribution (subject to the limitations in the definition thereof), (h) the payments and other transactions contemplated by the Earth Hotel Lease, the retail leases relating to Jersey Mike's and Pasta Vita restaurants at Mohegan Sun and the agreements governing the Specified Employee Compensation Payments (in each case, as in effect on the date of this Agreement, and with any amendments thereto that are not, in the good faith reasonable determination of the Borrowers, adverse to the interests of the Borrowers and are otherwise permitted to be entered into pursuant to clause (d) above), (i) payment of reasonable and customary fees to members of the Management Board, consistent with past practice, (j) transactions between or among the Parent Borrower and/or its Restricted Subsidiaries and the WNBA Subsidiary in the ordinary course of business, and (k) provision by the Parent Borrower or any of its Restricted Subsidiaries of development or management services to a joint venture or an Unrestricted Subsidiary, provided that the Parent Borrower or such Restricted Subsidiary, as the case may be, is reimbursed for incremental out-of-pocket costs and expenses incurred in providing such services. For the avoidance of doubt, taxes, assessments and other amounts permitted under Sections 7.07(i) through (v) shall not be deemed to be transactions governed by this Section 9.08.

9.09 Negative Pledges and Other Contractual Restrictions. The Borrowers shall not, and shall cause each Restricted Subsidiary not to, directly or indirectly, enter into any Contractual Obligation (other than this Agreement or any other Loan Document) that (a) limits the ability (i) of any Restricted Subsidiary to make Restricted Payments to any Borrower or any Guarantor or to otherwise transfer property to any Borrower or any Guarantor, (ii) of any Restricted Subsidiary to Guarantee the Obligations or (iii) of any Borrower or any Restricted Subsidiary to create, incur, assume or suffer to exist Liens on property of such Person to secure the Obligations; provided, however, that (1) (x) subsections (a)(i) and (iii) shall not prohibit any Contractual Obligation in an agreement governing Indebtedness permitted under any of Section 9.03(e) solely to the extent any such Contractual Obligation relates to the property financed by or that is the subject of such Indebtedness and (y) subsection (a)(iii) shall not prohibit any restrictions on the granting of a Lien to secure the Obligations on the Capital Stock of any Unrestricted Subsidiary which restrictions are contained in any Contractual Obligations governing Indebtedness of such Unrestricted Subsidiary or its Subsidiaries, (2) subsection (a)(i) shall not prohibit restrictions in any Indebtedness permitted under Section 9.03 that are not more restrictive than those set forth in this Agreement, (3) subsections (a)(i) and (iii) shall not prohibit leases, licenses and other Contractual Obligations incurred in the ordinary course of business and on customary terms which limit Liens on and/or assignments of such leases, licenses and Contractual Obligations, (4) subsection (a) shall not prohibit customary restrictions and conditions contained in any agreement relating to a Disposition permitted by Section 9.05 (provided that such restrictions and conditions apply only to the asset or Person to be sold), (5) subsection (a) shall not prohibit restrictions contained in Indebtedness or other Contractual Obligations of Persons acquired pursuant to, or assumed in connection with, permitted acquisitions or Investments not prohibited hereunder after the Closing Date and which restrictions apply only to such Persons, and Permitted Refinancings thereof, (6) subsections (a)(i) and (iii) shall not prohibit restrictions with respect to the disposition of and/or Liens on interests in or assets of joint ventures contained in agreements governing such joint ventures, (7) subsections (a)(i) and (iii) shall not prohibit restrictions on cash deposits or other

deposits imposed by Contractual Obligations incurred in the ordinary course of business; or (b) requires the grant of a Lien by any Borrower or any Restricted Subsidiary to secure an obligation of such Person if a Lien is granted to secure the Obligations, other than any Permitted Lien.

9.10 Financial Covenants. So long as any Lender shall have any Revolving Commitment, any Revolving Loan or other Obligation shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding, the Borrowers shall not, subject to Section 1.08, permit the Senior Secured Net Leverage Ratio as of the last day of any fiscal quarter of the Parent Borrower (commencing with the fiscal quarter ending June 30, 2025) to be less than 5.50 to 1.00.

9.11 Use of Proceeds. The Borrowers shall not use the proceeds of any Credit Extension, whether directly or indirectly, and whether immediately, incidentally or ultimately, to purchase or carry margin stock in violation of Regulations U and X of the Federal Reserve Board or to extend credit to others for the purpose of purchasing or carrying margin stock or to refund indebtedness originally incurred for such purpose in violation of such Regulations.

9.12 Certain Prepayments of Indebtedness. The Borrowers shall not, and shall cause each Restricted Subsidiary not to, voluntarily prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner (it being understood that payments of regularly scheduled principal and interest shall be permitted) any Disqualified Capital Stock of the Parent Borrower or any Restricted Subsidiary or Other Junior Indebtedness of the Parent Borrower or any Restricted Subsidiary (such payments, "Junior Prepayments"), except:

(a) with respect to intercompany indebtedness between or among the Loan Parties;

(b) a Permitted Refinancing of any such Indebtedness (including through exchange offers and similar transactions) or a refinancing of such Indebtedness with the proceeds of (or in exchange for) Permitted Junior Lien Indebtedness or unsecured Indebtedness (in each case that is permitted to be incurred by the terms of this Agreement) incurred simultaneously with such repayment;

(c) exchanges of unregistered Indebtedness for Indebtedness having substantially equivalent terms pursuant to customary exchange offers for registered Indebtedness;

(d) Junior Prepayments of Disqualified Capital Stock with the proceeds of any issuance of Disqualified Capital Stock permitted to be issued hereunder or in exchange for Disqualified Capital Stock or other Capital Stock permitted to be issued hereunder;

(e) Junior Prepayments in an amount up to the aggregate amount of WNBA Subsidiary Liquidity Event Net Cash Proceeds, to the extent permitted pursuant to Section 2.05(e)(v)(y); and

(f) provided (1) immediately before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, and (2) immediately after giving effect thereto on a Pro Forma Basis as of the last day of the most recently-ended Test Period the Borrowers shall be in compliance with Section 9.10, additional Junior Prepayments (x) in an amount up to the Available Amount as of the time of such Junior Prepayment, provided after giving effect thereto

on a Pro Forma Basis the Senior Secured Net Leverage Ratio would not exceed 4.50 to 1.00 as of the last day of the most recently-ended Test Period, plus (y) in an unlimited amount, provided after giving effect thereto on a Pro Forma Basis the Total Net Leverage Ratio as of the last day of the most recently-ended Test Period would not exceed 3.00 to 1.00.

9.13 Sanctions. The Borrowers shall not, and shall cause each Subsidiary not to, directly or indirectly, use the proceeds of any Credit Extension, or lend or contribute such proceeds to any Subsidiary, joint venture partner or other individual or entity to fund any activities of or business with any individual, or entity, or in any Designated Jurisdiction, that, at the time of such funding, is, to the knowledge of the Borrowers (other than in the case of a Subsidiary), the subject of Sanctions, or in any other manner that will result in a violation of applicable Sanctions.

9.14 Anti-Corruption Laws. The Borrowers shall not, and shall cause each Subsidiary not to, directly or indirectly use the proceeds of any Credit Extension for any purpose which would breach, to the extent applicable, the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, and other similar anti-corruption legislation in other jurisdictions to the extent applicable to the Parent Borrower and its Subsidiaries.

9.15 WNBA Subsidiary.

(a) The Parent Borrower and its other Restricted Subsidiaries will not, either directly or indirectly, be liable for any obligations of the WNBA Subsidiary, or have any continuing obligations to WNBA, LLC or its Affiliates, other than (a) obligations of the Parent Borrower to honor scheduled arena dates for home games of the Women's National Basketball Association franchise and related basketball activities, and (b) obligations under Parent Borrower's guarantee of the WNBA Subsidiary's obligations under the WNBA Agreements.

(b) Parent Borrower shall cause the WNBA Subsidiary and each Subsidiary thereof to distribute all WNBA Subsidiary Liquidity Event Net Cash Proceeds to the Parent Borrower or any Guarantor within five (5) Business Days of receipt.

9.16 Material Digital Agreements. The Borrowers shall not, and shall cause each Restricted Subsidiary not to, amend, modify, supplement, rescind, terminate or cancel any of the Material Digital Agreements in any manner adverse in any material respect to the economic interests of the Administrative Agent, the Collateral Trustee or the Lenders. In no event shall any Statutory CT Online Gaming Subsidiary that is not a Tribal Entity on the Closing Date novate, relinquish, assign, terminate, cancel, vacate, waive, delegate or otherwise transfer any of its rights and interests under any of the Material Digital Agreements or any Statutory Online Gaming License to any Statutory Online Gaming Subsidiary that is a Tribal Entity in any manner that would materially adversely affect the economic rights and benefits of, or the remedies of, the Secured Parties, other than as required by federal or state law.

9.17 [Reserved].

9.18 Change in Fiscal Year. The Parent Borrower shall not, and shall cause each Restricted Subsidiary not to, change its fiscal year from September 30.

ARTICLE X
EVENTS OF DEFAULT AND REMEDIES

10.01 Events of Default. Any of the following shall constitute an event of default (each, an "Event of Default") under this Agreement:

(a) Non-Payment. Any Borrower or any other Loan Party fails to pay (i) when and as required to be paid herein, any amount of principal of any Loan or any L/C Obligation, (ii) within five (5) Business Days after the same becomes due, any interest on any Loan or on any L/C Obligation, or any fee due hereunder, or (iii) within five (5) Business Days after demand therefor, any other amount payable hereunder or under any other Loan Document; or

(b) Specific Covenants. Any Borrower or any Restricted Subsidiary fails to perform or observe any term, covenant or agreement contained in Sections 8.03(a), 8.04(a) (with respect to any Borrower), 8.20 or Article IX or the Tribe fails to perform or observe any term, covenant or agreement contained in Article VII; provided that an Event of Default under this subsection (b) as a result of any Borrower's or any Restricted Subsidiary's failure to perform or observe any covenant contained in Section 9.10 shall be subject to cure pursuant to Section 10.05; or

(c) Other Defaults. Any Loan Party, MGHC Subsidiary or any Restricted Subsidiary or the Tribe fail to perform or observe any other covenant or agreement (not specified in subsection (a) or (b) above) contained in any Loan Document on its part to be performed or observed and such failure continues with respect to any other such covenant or agreement, for 30 days after notice shall have been given to the Borrower Representative by the Administrative Agent; or

(d) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of the Tribe, any Borrower, any Restricted Subsidiary or MGHC Subsidiary or any other Loan Party herein, in any other Loan Document, or in any document delivered in connection herewith or therewith shall be incorrect or misleading in any material respect when made or deemed made; or

(e) Cross-Default. (i) Any Borrower or any Restricted Subsidiary or MGHC Subsidiary (A) fails to make any payment when due after giving effect to any applicable notice and cure periods (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Indebtedness (other than Indebtedness hereunder and Indebtedness under Swap Contracts) having an aggregate principal amount (including undrawn committed or available amounts and including amounts owing to all creditors under any combined or syndicated credit arrangement) in an amount equal to or greater than the Threshold Amount, or (B) fails to observe or perform any other agreement or condition relating to any such Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, in each case after giving effect to any applicable notice and cure periods, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase,

prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity, or any Indebtedness consisting of a Guarantee (other than the Korea Credit Enhancement Agreement) to become payable or cash collateral in respect thereof to be demanded; provided that this paragraph (e)(i) shall not apply to any secured Indebtedness becoming due as a result of a Disposition of the Property or assets securing such Indebtedness if such Disposition and the prepayment of such secured Indebtedness are permitted hereunder; or (ii) any counterparty under a Swap Contract terminates such Swap Contract as a result of an Early Termination Date (as defined in such Swap Contract) resulting from (A) any event of default under such Swap Contract as to which any Borrower or any Restricted Subsidiary or MGHC Subsidiary is the Defaulting Party (as defined in such Swap Contract) or (B) any Termination Event (as so defined) under such Swap Contract as to which any Borrower or any Restricted Subsidiary or MGHC Subsidiary is an Affected Party (as so defined) and, in either event, the Swap Termination Value owed by such Borrower or such Restricted Subsidiary or MGHC Subsidiary as a result thereof is equal to or greater than the Threshold Amount and such Borrower or such Restricted Subsidiary or MGHC Subsidiary, as the case may be, has not paid such Swap Termination Value within 30 days of the due date thereof, unless such termination or such Swap Termination Value is being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves in accordance with GAAP have been provided; or

(f) Insolvency Proceedings, Etc. The Tribe, any Borrower or any Material Restricted Subsidiary or MGHC Subsidiary institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for 90 calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for 90 calendar days, or an order for relief is entered in any such proceeding; or

(g) Inability to Pay Debts; Attachment. (i) Any Borrower or any Material Restricted Subsidiary or MGHC Subsidiary admits in writing its inability or fails generally to pay its debts as they become due, or (ii) any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the Authority Property and is not released, vacated or fully bonded within 90 calendar days after its issue or levy; or

(h) Judgments. There is entered against any Borrower or any Material Restricted Subsidiary or MGHC Subsidiary a final judgment or order for the payment of money in an aggregate amount equal to or greater than the Threshold Amount (to the extent not covered by independent third-party insurance of a solvent insurer and as to which the insurer does not dispute coverage) and either (A) enforcement proceedings are commenced by any creditor upon such judgment or order and are not stayed within five (5) Business Days, or (B) there is a period of 30 consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; or

(i) Judgments against the Tribe. There is entered against the Tribe a final judgment or order for the payment of money in an aggregate amount exceeding the Threshold Amount which entitles the judgment creditor to exercise any rights in respect of any Authority Property or the revenues of Mohegan Sun (to the extent not covered by independent third-party insurance as to which the insurer does not dispute coverage), and either (A) enforcement proceedings are commenced by any creditor upon such judgment or order and are not stayed within five (5) Business Days, or (B) there is a period of 30 consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; or

(j) ERISA. (i) An ERISA Event occurs which has resulted or could reasonably be expected to result in liability, whether absolute or contingent, of any Borrower or any Material Restricted Subsidiary in an aggregate amount in excess of the Threshold Amount (including as a result of any relationship to an ERISA Affiliate), or (ii) any Borrower, any Material Restricted Subsidiary or any of their respective ERISA Affiliates fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under Section 4201 of ERISA under a Multiemployer Plan which has resulted or could reasonably be expected to result in a requirement of payment in respect of such withdrawal liability in an aggregate amount in excess of the Threshold Amount; or

(k) Invalidity of Loan Documents. Any Loan Document or any portion or provision thereof, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or payment in full of all the Obligations, ceases to be in full force and effect and binding on each Loan Party party thereto and, in the reasonable judgment of the Required Lenders, such circumstance is materially adverse to the interests of the Lenders; or any Lien in favor of the Collateral Trustee on a material portion of the Collateral any time after its perfection and for any reason other than as expressly permitted hereunder or payment in full of all the Obligations, ceases to be in full force and effect and, in the reasonable judgment of the Required Lenders, such circumstance is materially adverse to the interests of the Lenders; or the Tribe or any Loan Party contests in any manner the validity or enforceability of any Loan Document; or the Tribe or any Loan Party denies that it has any or further liability or obligation under any Loan Document, or purports to revoke, terminate or rescind any Loan Document; or

(l) Tribe Status. The Tribe at any time ceases to be a federally recognized Indian Tribe; or

(m) Change of Control. There occurs any Change of Control; or

(n) License Revocation. Any of any Borrower's or any Restricted Subsidiary's Gaming Licenses shall have been lost or suspended or any other event shall have occurred, in each case, resulting in the inability to (i) legally conduct class II gaming or class III gaming at Mohegan Sun or (ii) legally conduct Statutory CT Online Gaming, other than pursuant to its scheduled termination not earlier than September 28, 2031, in either case, for a period in excess of fifteen (15) consecutive days after the date of cessation of operations as a result of such loss or suspension or other event; or

(o) Referendum Action. A Referendum Action with respect to any matter shall have passed, which could reasonably be expected to result in a Material Adverse Effect; or

(p) Management Agreement. The Tribe or any Borrower shall enter into any management agreement with any Affiliate of the Tribe or any Borrower, other than a Loan Party, with respect to all or any part of the Gaming operations of Mohegan Sun or Pocono at any time during the term of this Agreement unless (i) the manager thereunder has entered into a subordination agreement with the Administrative Agent (which the Administrative Agent shall be under no obligation to enter into) and (ii) in the case of any such management agreement (within the meaning of IGRA) with respect to Mohegan Sun, such subordination agreement is effective and the Commission has approved such subordination agreement and management agreement or has issued a "declination" letter in connection with such subordination agreement and management agreement (including to the effect that the subordination agreement does not modify such management agreement); or

(q) Collateral Trust Agreement. The provisions of the Collateral Trust Agreement shall, in whole or in part, terminate, cease to be effective or cease to be legally valid, binding and enforceable against the Persons party thereto, or any Person party to the Collateral Trust Agreement shall assert in writing that any provision thereof is not legally valid, binding and enforceable;

(r) [Reserved]; or

(s) a final judgment is entered by a court or other tribunal which purports to be of competent jurisdiction that any Subordinated Indebtedness is not subordinated in accordance with its terms to the Obligations if such Indebtedness would not have been permitted to be incurred hereunder but for such subordination.

10.02 [Reserved].

10.03 Remedies Upon Event of Default. If (x) any Event of Default occurs and is continuing, the Administrative Agent and the Collateral Trustee, as applicable, shall, at the request of, or may, with the consent of, the Required Lenders, take any or all of the following actions (but subject at all times to Section 10.04):

(a) declare the commitment of each Lender to make Loans and any obligation of the L/C Issuer to make L/C Credit Extensions to be terminated, whereupon such commitments and obligation shall be terminated;

(b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrowers;

(c) require that the Borrowers Cash Collateralize the L/C Obligations (in an amount equal to the then Outstanding Amount thereof); and

(d) exercise on behalf of itself and the Lenders all rights and remedies available to it and the Lenders under the Loan Documents or applicable law;

provided, however, that upon the occurrence of an actual or deemed entry of an order for relief with respect to any Borrower under any Debtor Relief Law, the obligation of each Lender to make Loans and any obligation of the L/C Issuer to make L/C Credit Extensions shall automatically terminate, the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, and the obligation of the Borrowers to Cash Collateralize the L/C Obligations as aforesaid shall automatically become effective, in each case without further act of the Administrative Agent or any Lender.

NOTWITHSTANDING ANY OTHER POSSIBLE CONSTRUCTION OF ANY PROVISION(S) CONTAINED IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT, IT IS AGREED THAT WITHIN THE MEANING OF IGRA: (A) THE LOAN DOCUMENTS, INDIVIDUALLY AND COLLECTIVELY, DO NOT AND SHALL NOT PROVIDE FOR THE MANAGEMENT OF ALL OR ANY PART OF THE MOHEGAN SUN GAMING OPERATIONS BY ANY PERSON OTHER THAN THE TRIBE OR THE PARENT BORROWER, OR DEPRIVE THE TRIBE OR THE PARENT BORROWER OF THE SOLE PROPRIETARY INTEREST AND RESPONSIBILITY FOR THE CONDUCT OF THE MOHEGAN SUN GAMING OPERATIONS; AND (B) NO SECURED PARTIES (NOR ANY SUCCESSOR, ASSIGN OR AGENT OF ANY SECURED PARTY) WILL OR MAY EXERCISE ANY REMEDY OR OTHERWISE TAKE ANY ACTION UNDER OR IN CONNECTION WITH ANY LOAN DOCUMENTS IN A MANNER THAT WOULD CONSTITUTE MANAGEMENT OF ALL OR ANY PART OF THE MOHEGAN SUN GAMING OPERATIONS OR THAT WOULD DEPRIVE THE TRIBE OR THE PARENT BORROWER OF THE SOLE PROPRIETARY INTEREST AND RESPONSIBILITY FOR THE CONDUCT OF THE MOHEGAN SUN GAMING OPERATIONS.

10.04 Application of Funds. After the exercise of remedies provided for in Section 10.03 (or after the Loans have automatically become immediately due and payable and the L/C Obligations have automatically been required to be Cash Collateralized as set forth in the proviso to Section 10.03), any amounts received on account of the Obligations shall be applied by the Administrative Agent in the following order:

First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts other than principal and interest (including Attorney Costs and amounts payable under Article III) payable to each of the Administrative Agent and the Collateral Trustee in its capacity as such;

Second, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal and interest) payable to the Lenders (including Attorney Costs and amounts payable under Article III), ratably among them in proportion to the amounts described in this clause Second payable to them;

Third, to payment of that portion of the Obligations constituting accrued and unpaid interest on the Loans, L/C Borrowings and other Obligations and fees, premiums and scheduled periodic payments under any Secured Hedge Agreements, ratably among the Lenders, the L/C Issuer and the Hedge Banks in proportion to the respective amounts described in this clause Third payable to them;

Fourth, to payment of that portion of the Obligations constituting unpaid principal of the Loans and L/C Borrowings, breakage, termination and other payments due to any Hedge Bank under any Secured Hedge Agreement and remaining payments due to any Cash Management Bank under any Secured Cash Management Agreement, ratably among the Lenders, the L/C Issuer, the Hedge Banks and the Cash Management Banks in proportion to the respective amounts described in this clause Fourth held by them;

Fifth, to the Administrative Agent for the account of the L/C Issuer, to Cash Collateralize that portion of L/C Obligations comprised of the aggregate undrawn amount of Letters of Credit; and

Last, the balance, if any, after all of the Obligations (including, for purposes of this clause "Last", all Obligations arising under any Secured Hedge Agreement or Secured Cash Management Agreement) have been paid in full, to the Borrowers or as otherwise required by Law.

Subject to Section 2.03(c), amounts used to Cash Collateralize the aggregate undrawn amount of Letters of Credit pursuant to clause Fifth above shall be applied to satisfy drawings under such Letters of Credit as they occur. If any amount remains on deposit as Cash Collateral after all Letters of Credit have either been fully drawn or expired, such remaining amount shall be applied to the other Obligations, if any, in the order set forth above.

Notwithstanding the foregoing, (i) Obligations arising under Secured Hedge Agreements and Secured Cash Management Agreements shall be excluded from the application described above if the Administrative Agent and the Collateral Trustee have not received written notice thereof, together with such supporting documentation as the Administrative Agent or the Collateral Trustee may request, from the applicable Hedge Bank or Cash Management Bank; provided that the Administrative Agent and the Collateral Trustee acknowledge that they have received written notice and related documentation from Fifth Third Bank, National Association related to the Commercial Credit Sweep Services Terms and Conditions (as defined in the Overdraft Services Agreement) between and among the Borrowers and Fifth Third Bank, National Association and (ii) amounts received from any Guarantor shall not be applied to any Excluded Swap Obligation of such Guarantor. Each Hedge Bank and Cash Management Bank not a party to this Agreement that has given the notice contemplated by the preceding sentence shall, by such notice, be deemed to have acknowledged and accepted the appointment of the Administrative Agent pursuant to the terms of Article XI hereof and the Collateral Trustee pursuant to the terms of Section 3.1 of the Collateral Trust Agreement for itself and its Affiliates as if a "Lender" party hereto.

10.05 Right to Cure. Notwithstanding anything to the contrary contained in Sections 10.01 or 10.03, in the event the Borrowers fail to comply with any financial covenant set forth in Section 9.10 as of the last day of any Fiscal Quarter, any Specified Tribal Contribution made in the form of cash common equity (or equity that would be "common" equity if the Parent Borrower were a corporation) during such Fiscal Quarter or after the last day of the applicable Fiscal Quarter with respect to which such covenants are being tested and on or prior to the day that is ten (10) days after the day on which financial statements are required to be delivered for such Fiscal Quarter will, at the irrevocable election of the Borrower Representative, be included in the calculation of Consolidated EBITDA solely for the purposes of determining compliance with such covenants at the end of such Fiscal Quarter and any subsequent period that includes such Fiscal Quarter (any

such equity contribution so included in the calculation of Consolidated EBITDA, a "Specified Equity Contribution"); provided that (a) notice of the Borrowers' intent to make a Specified Equity Contribution shall be delivered no later than the day on which financial statements are required to be delivered for the applicable Fiscal Quarter, (b) in each consecutive four-Fiscal Quarter period there will be at least two (2) Fiscal Quarters in which no Specified Equity Contribution is made, (c) the amount of any Specified Equity Contribution will be no greater than the amount required to cause the Loan Parties to be in compliance with the financial covenants in Section 9.10, (d) all Specified Equity Contributions will be disregarded for purposes of the calculation of Consolidated EBITDA for all other purposes, including calculating basket levels, pricing and other items governed by reference to Consolidated EBITDA, (e) there shall be no more than five (5) Specified Equity Contributions made in the aggregate after the Closing Date, (f) the proceeds received by the Borrowers from all Specified Equity Contributions shall be promptly used by the Borrowers to prepay the Revolving Loans (without a corresponding reduction of the Aggregate Revolving Commitments), if any, outstanding, and (g) any Indebtedness prepaid with the proceeds of Specified Equity Contributions shall be deemed outstanding for purposes of determining compliance with the financial covenants in Section 9.10 for the current Fiscal Quarter (but, for the avoidance of doubt, not the three (3) Fiscal Quarters thereafter).

Notwithstanding anything to the contrary contained in Section 10.01 and Section 10.03, (A) upon any Specified Tribal Contribution in an amount necessary to cure any Event of Default under the covenants set forth in Section 9.10, such covenants will be deemed satisfied and complied with as of the end of the relevant period with the same effect as though there had been no failure to comply with such covenant and any Event of Default under such covenant (and any other Default as a result thereof) will be deemed not to have occurred for purposes of the Loan Documents, and (B) from and after the date that Borrower Representative delivers a written notice to the Administrative Agent that it intends to exercise its cure right under this Section 10.05 (a "Notice of Intent to Cure") neither the Administrative Agent nor any Lender may exercise any rights or remedies under Section 10.03 (or under any other Loan Document) on the basis of any actual or purported Event of Default under the covenants set forth in Section 9.10 with respect to the period for which a Notice of Intent to Cure has been provided (and any other Default as a result thereof) until the date specified above, as applicable. Following a breach of Section 9.10, no Revolving Lender, Swingline Lender or L/C Issuer shall have any obligation to make any Revolving Loans or Swingline Loans or honor any request for an L/C Credit Extension until the Specified Tribal Contribution is consummated or such Event of Default is otherwise cured.

ARTICLE XI
THE AGENTS

11.01 Appointment and Authority.

(a) Each of the Lenders and the L/C Issuer hereby irrevocably appoints Citibank to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent, the Collateral Trustee, the Lenders

and the L/C Issuer, and the Borrowers shall not have rights as a third party beneficiary of any of such provisions.

(b) The Collateral Trustee shall act as the "collateral agent" or "security trustee" under the Loan Documents, and each of the Lenders (in its capacities as a Lender, Swingline Lender (if applicable), or party to a Swap Contract or Cash Management Agreement (and on behalf of any of its Affiliates that is party to a Swap Contract or Cash Management Agreement)) and the L/C Issuer hereby irrevocably appoints and authorizes the Collateral Trustee to act as the agent of such Lender, the L/C Issuer and such Affiliates for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Collateral Trustee, as "collateral agent", "collateral trustee", "security trustee" and any co-agents, sub-agents and attorneys-in-fact appointed by the Collateral Trustee pursuant to clause (c) below and Section 11.05 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Security Documents, or for exercising any rights and remedies thereunder at the direction of the Collateral Trustee, shall be entitled to the benefits of all provisions of this Article XI and Article XII (including Sections 12.04 and 12.05 as though such co-agents, sub-agents and attorneys-in-fact were the "collateral agent" or "security trustee" under the Loan Documents) as if set forth in full herein with respect thereto.

(c) The Administrative Agent is hereby irrevocably authorized to appoint Citibank, as Collateral Trustee for the benefit of the Secured Parties and the other Priority Lien Secured Parties (as defined in the Collateral Trust Agreement) pursuant to the Collateral Trust Agreement and for the purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Security Documents or for exercising any rights and remedies thereunder and is further authorized by each of the Lenders (in its capacities as a Lender, Swingline Lender (if applicable), or party to a Swap Contract or Cash Management Agreement (and on behalf of any of its Affiliates that is party to a Swap Contract or Cash Management Agreement)) and the L/C Issuer and each of the other Secured Parties to enter into, or to direct the Collateral Trustee to enter into, as the case may be, amendments and agreements supplemental to this Agreement, the Collateral Trust Agreement or any other Loan Document for the purpose of curing any defect, inconsistency, omission or ambiguity in this Agreement, the Collateral Trust Agreement or any other Loan Document to which the Administrative Agent or the Collateral Trustee is a party or to make administrative changes that are not adverse to any Secured Party (in each case without any consent or approval by the Secured Parties) if the same is not objected to in writing by the Required Lenders within five (5) Business Days following receipt of notice thereof. The parties hereto acknowledge and agree that the Collateral Trustee (to the extent acting on behalf of the Secured Parties) shall be deemed to be an "agent" hereunder and shall be the beneficiary of all the rights of an agent hereunder, including all provisions of this Article XI and Article XII (including Sections 12.04 and 12.05 as though the Collateral Trustee was the "administrative agent", "collateral agent", "collateral trustee" or "security trustee" under the Loan Documents). Notwithstanding any provision to the contrary elsewhere in this Agreement, the Collateral Trustee shall not have any duties or responsibilities, except those expressly set forth in the Loan Documents to which it is a party. Without limiting the generality of the foregoing, (a) the Collateral Trustee shall not be subject to any fiduciary or other implied duties, regardless of whether a Default or Event of Default has occurred and is continuing, and (b) except as expressly set forth herein, the Collateral Trustee shall not have any duty to disclose, and shall not be liable for the failure to

disclose, any information relating to the Tribe, the Borrowers or any of the other Loan Parties or Subsidiaries that is communicated to or obtained by the institution serving as Collateral Trustee or any of its Affiliates in any capacity. The Collateral Trustee shall not be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Secured Parties as shall be necessary under the circumstances as provided in this Agreement and the Collateral Trust Agreement) or in the absence of its own gross negligence or willful misconduct. The Collateral Trustee shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement, (ii) the contents of any certificate, report or other document delivered hereunder or in connection herewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or in any other Loan Document, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or (v) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Collateral Trustee.

11.02 Rights as a Lender. The Person serving as the Administrative Agent or the Collateral Trustee hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent or the Collateral Trustee and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent or the Collateral Trustee hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with any Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent or the Collateral Trustee hereunder and without any duty to account therefor to the Lenders.

11.03 Exculpatory Provisions. Neither the Administrative Agent nor the Collateral Trustee shall have any duties or obligations except those expressly set forth herein, in the Collateral Trust Agreement and in the other Loan Documents. Without limiting the generality of the foregoing, each of the Administrative Agent and the Collateral Trustee:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the Collateral Trust Agreement and the other Loan Documents that the Administrative Agent or the Collateral Trustee, as applicable, is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein, in the Collateral Trust Agreement or in the other Loan Documents), provided that neither the Administrative Agent nor the Collateral Trustee shall be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent or the Collateral Trustee to liability or that is contrary to any Loan Document or applicable law; and

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any

information relating to any Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or the Collateral Trustee or any of its Affiliates in any capacity.

Neither the Administrative Agent nor the Collateral Trustee shall be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as it shall believe in good faith shall be necessary, under the circumstances as provided in Sections 12.01 and 10.03) or (ii) in the absence of its own gross negligence or willful misconduct. Each of the Administrative Agent and the Collateral Trustee shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given to the Administrative Agent and the Collateral Trustee by the Borrower Representative, a Lender or the L/C Issuer.

Neither the Administrative Agent nor the Collateral Trustee shall be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement, the Collateral Trust Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, the Collateral Trust Agreement, any other Loan Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the Security Documents, (v) the value or the sufficiency of any Collateral, or (vi) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent or the Collateral Trustee.

11.04 Reliance by the Agents. Each of the Administrative Agent and the Collateral Trustee shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. Each of the Administrative Agent and the Collateral Trustee also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, or the issuance of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or the L/C Issuer, the Administrative Agent may presume that such condition is satisfactory to such Lender or the L/C Issuer unless the Administrative Agent shall have received notice to the contrary from such Lender or the L/C Issuer prior to the making of such Loan or the issuance of such Letter of Credit. Each of the Administrative Agent and the Collateral Trustee may consult with legal counsel (who may be counsel for the Borrowers), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

11.05 Delegation of Duties. Each of the Administrative Agent and the Collateral Trustee may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent or the Collateral Trustee, as applicable. Each of the Administrative Agent, the Collateral

Trustee and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and the Collateral Trustee and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent or Collateral Trustee.

11.06 Resignation of the Administrative Agent. The Administrative Agent may at any time give notice of its resignation to the Lenders, the L/C Issuer and the Borrower Representative. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Borrower Representative, to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may on behalf of the Lenders and the L/C Issuer, appoint a successor Administrative Agent meeting the qualifications set forth above; provided that in no event shall any successor Administrative Agent be a Defaulting Lender; provided, further, that if the Administrative Agent shall notify the Borrower Representative and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (a) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders or the L/C Issuer under any of the Loan Documents, the retiring Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed) and (b) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender and the L/C Issuer directly, until such time as the Required Lenders appoint a successor Administrative Agent as provided for above in this Section. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Administrative Agent, and the retiring Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Borrowers to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrowers and such successor. After the retiring Administrative Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article and Sections 12.04 and 12.05 shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them (i) while the retiring Administrative Agent was acting as Administrative Agent and (ii) after such resignation or removal for as long as any of them continues to act in any capacity hereunder or under the other Loan Documents, including (a) acting as collateral agent or otherwise holding any collateral security on behalf of any of the Lenders and (b) in respect of any actions taken in connection with transferring the agency to any successor Administrative Agent.

Any resignation by Citibank as Administrative Agent pursuant to this Section shall also constitute its resignation as L/C Issuer with respect to the issuance of any Letter of Credit after the effective date of such resignation, if applicable. Upon the acceptance of a successor's appointment

as Administrative Agent hereunder, (i) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer, (ii) the retiring L/C Issuer shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents, and (iii) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to the retiring L/C Issuer to effectively assume the obligations of the retiring L/C Issuer with respect to such Letters of Credit.

11.07 Non-Reliance on Administrative Agent and Other Lenders. Each Lender and the L/C Issuer acknowledges that it has, independently and without reliance upon the Administrative Agent, the Collateral Trustee or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and the L/C Issuer also acknowledges that it will, independently and without reliance upon the Administrative Agent, the Collateral Trustee or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder. Each Lender and each L/C Issuer represents and warrants that (1) the Loan Documents set forth the terms of a commercial lending facility and (2) in participating as a Lender or L/C Issuer, it is engaged in making, acquiring or holding commercial loans and in providing other facilities set forth herein as may be applicable to such Lender or L/C Issuer, in each case in the ordinary course of business, and not for the purpose of investing in the general performance or operations of the Borrowers, or for the purpose of purchasing, acquiring or holding any other type of financial instrument such as a security (and each Lender and each L/C Issuer agrees not to assert a claim in contravention of the foregoing, such as a claim under the federal or state securities laws).

11.08 No Other Duties, Etc. Anything herein to the contrary notwithstanding, none of the Arrangers shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent, the Collateral Trustee, a Lender or the L/C Issuer hereunder.

11.09 Administrative Agent May File Proofs of Claim; Credit Bidding. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan or L/C Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrowers) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, L/C Obligations and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the L/C Issuer and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the L/C Issuer and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders, the L/C Issuer and the Administrative Agent under Sections 2.03(h) and (i), 2.09, 12.04 and 12.05) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and the L/C Issuer to make such payments to the Administrative Agent and, if the Administrative Agent shall consent to the making of such payments directly to the Lenders and the L/C Issuer, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.09, 12.04 and 12.05.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender or the L/C Issuer any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or the L/C Issuer to authorize the Administrative Agent to vote in respect of the claim of any Lender or the L/C Issuer or in any such proceeding.

The Secured Parties hereby irrevocably authorize the Administrative Agent, at the direction of the Required Lenders, to credit bid all or any portion of the Obligations (including accepting some or all of the Collateral in satisfaction of some or all of the Obligations pursuant to a deed in lieu of foreclosure or otherwise) and in such manner purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral (a) at any sale thereof conducted under the provisions of the Debtor Relief Laws, including under Sections 363, 1123 or 1129 of the Bankruptcy Code, or any similar Laws in any other jurisdictions to which a Loan Party is subject, (b) at any other sale or foreclosure or acceptance of collateral in lieu of debt conducted by (or with the consent or at the direction of) the Administrative Agent (whether by judicial action or otherwise) in accordance with any applicable Law. In connection with any such credit bid and purchase, the Obligations owed to the Secured Parties shall be entitled to be, and shall be, credit bid on a ratable basis (with Obligations with respect to contingent or unliquidated claims receiving contingent interests in the acquired assets on a ratable basis that would vest upon the liquidation of such claims in an amount proportional to the liquidated portion of the contingent claim amount used in allocating the contingent interests) in the asset or assets so purchased (or in the equity interests or debt instruments of the acquisition vehicle or vehicles that are used to consummate such purchase). In connection with any such bid (i) the Administrative Agent shall be authorized to form one or more acquisition vehicles to make a bid, (ii) to adopt documents providing for the governance of the acquisition vehicle or vehicles (provided that any actions by the Administrative Agent with respect to such acquisition vehicle or vehicles, including any disposition of the assets or equity interests thereof shall be governed, directly or indirectly, by the vote of the Required Lenders, irrespective of the termination of this Agreement and without giving effect to the limitations on actions by the Required Lenders contained in subsections (a) through (i) of Section 12.01 of this Agreement), (iii) the Administrative Agent shall be authorized to assign the relevant Obligations to any such acquisition vehicle *pro rata* by the Lenders, as a result of which each of the Lenders shall be deemed to have received a *pro rata* portion of any equity interests and/or debt instruments issued by such an acquisition vehicle on account of the assignment of the Obligations to be credit bid, all without the need for any Secured Party or acquisition vehicle to take any further action, and (iv) to the extent that Obligations that are assigned to an acquisition vehicle are not used to acquire Collateral for any reason (as a result of another bid being higher or

better, because the amount of Obligations assigned to the acquisition vehicle exceeds the amount of debt credit bid by the acquisition vehicle or otherwise), such Obligations shall automatically be reassigned to the Lenders *pro rata* and the equity interests and/or debt instruments issued by any acquisition vehicle on account of the Obligations that had been assigned to the acquisition vehicle shall automatically be cancelled, without the need for any Secured Party or any acquisition vehicle to take any further action.

11.10 Collateral and Guaranty Matters. The Lenders and the L/C Issuer irrevocably authorize each of the Administrative Agent and the Collateral Trustee, as applicable, at its option and in its discretion,

(a) to release any Lien on any property granted to or held by the Administrative Agent or the Collateral Trustee under any Loan Document (including, as applicable, by way of amending or subdividing the Leasehold Mortgage in connection with an amendment of the Lease in connection with a transaction pursuant to Section 9.05(f)) (i) upon termination of the Facilities and payment in full of all Obligations under this Agreement, (ii) in connection with a corporate restructuring of the Parent Borrower and its Subsidiaries permitted hereunder so long as after giving effect thereto substantially all Collateral of each Guarantor remains Collateral, (iii) that is sold, transferred or otherwise disposed of or to be sold, transferred or otherwise disposed of to a Person that is not required to be a Loan Party as part of or in connection with any sale, transfer or other disposition not prohibited hereunder or under any other Loan Document (and the Lenders, the Administrative Agent and the Collateral Trustee acknowledge that, in the case of this clause (iii), the Liens on the applicable property shall be released automatically upon consummation of such transaction), or (iv) if approved, authorized or ratified in writing in accordance with Section 12.01;

(b) to release any Guarantor from its obligations under the Guaranty and the Security Documents if such Person is not a Restricted Subsidiary or will cease to be a Restricted Subsidiary as a result of a transaction permitted hereunder;

(c) to release any Guarantor from its obligations under the Guaranty and the Security Documents as a result of a corporate restructuring of the Parent Borrower and its Subsidiaries permitted hereunder so long as after giving effect thereto each Person that is required to be a Guarantor pursuant to the terms hereof becomes or continues to be a Guarantor;

(d) to subordinate any Lien on any property granted to or held by the Administrative Agent or the Collateral Trustee under any Loan Document to the holder of any Lien on such property that is permitted by Section 9.01(o); and

(e) to enter into the Collateral Trust Agreement, Customary Intercreditor Agreements or any joinder agreement thereto to the extent permitted by Sections 9.01 and 9.03 hereof, it being understood that the Liens securing any Indebtedness permitted to be incurred hereunder on a junior secured basis relative to the Obligations may rank junior to, pari-passu with or senior to the Liens securing the Second Lien Notes, to the extent consistent with the terms of the Second Lien Notes Indenture.

Upon request by the Administrative Agent or the Collateral Trustee at any time, the Required Lenders will confirm in writing the Administrative Agent's or the Collateral Trustee's, as applicable, authority to release or subordinate its interest in particular types or items of property, or to release any Guarantor from its obligations under the Guaranty or to enter into Customary Intercreditor Agreements pursuant to this Section 11.10. In each case as specified in this Section 11.10, the Administrative Agent and the Collateral Trustee, as applicable, will, at the Borrowers' expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the Security Documents or to subordinate its interest in such item, or to release such Guarantor from its obligations under the Guaranty, and will enter into Customary Intercreditor Agreements, in each case in accordance with the terms of the Loan Documents, the Collateral Trust Agreement and this Section 11.10.

11.11 Secured Hedge Agreements and Secured Cash Management Agreements. No Hedge Bank or Cash Management Bank that obtains the benefits of Section 10.04, the Guaranty or any Collateral by virtue of the provisions hereof or of the Guaranty or any other Loan Document shall have any right to notice of any action or to consent to, direct or object to any action hereunder or under any other Loan Document or otherwise in respect of the Collateral (including the release or impairment of any Collateral) other than in its capacity as a Lender and, in such case, only to the extent expressly provided in the Loan Documents. Notwithstanding any other provision of this Article XI to the contrary, none of the Administrative Agent and the Collateral Trustee shall be obligated to any Lender to verify the payment of, or that other satisfactory arrangements have been made with respect to, Obligations arising under Secured Hedge Agreements or Secured Cash Management Agreements unless the Administrative Agent or the Collateral Trustee, as applicable, has received written notice of such Obligations, together with such supporting documentation as the Administrative Agent or the Collateral Trustee may request, from the applicable Hedge Bank or Cash Management Bank.

11.12 Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Arrangers, the Collateral Trustee and the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrowers, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments or this Agreement,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-

23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84- 14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Arrangers, the Collateral Trustee and the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrowers, that each of the Arrangers, the Collateral Trustee and the Administrative Agent is not a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Collateral Trustee or the Administrative Agent under this Agreement, any Loan Document or any documents related hereto or thereto).

11.13 Erroneous Payments.

(a) If the Administrative Agent (x) notifies a Lender, L/C Issuer or Secured Party, or any Person who has received funds on behalf of a Lender, L/C Issuer or Secured Party (any such Lender, L/C Issuer, Secured Party or other recipient (and each of their respective successors and assigns), a "Payment Recipient") that the Administrative Agent has determined in its sole discretion (whether or not after receipt of any notice under Section 11.13(b)) that any funds (as set forth in such notice from the Administrative Agent) received by such Payment Recipient from the Administrative Agent or any of its Affiliates were erroneously or mistakenly transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender, L/C Issuer, Secured Party or other Payment Recipient on its behalf) (any such funds, whether transmitted or received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "Erroneous Payment") and (y) demands the return of such Erroneous Payment (or a portion thereof), such Erroneous

Payment shall at all times remain the property of the Administrative Agent pending its return or repayment as contemplated below in this Section 11.13 and held in trust for the benefit of the Administrative Agent, and such Lender, L/C Issuer or Secured Party shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than two (2) Business Days thereafter (or such later date as the Administrative Agent may, in its sole discretion, specify in writing), return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon (except to the extent waived in writing by the Administrative Agent) in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent in same day funds at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Administrative Agent to any Payment Recipient under this Section 11.13(a) shall be conclusive, absent manifest error.

(b) Without limiting the provisions of Section 11.13(a), each Payment Recipient (and each of their respective successors and assigns) hereby further agrees that if it receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from the Administrative Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in this Agreement or in a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates), or (z) that such Payment Recipient otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part), in each case:

(i) it acknowledges and agrees that (A) in the case of immediately preceding clauses (x) or (y), an error shall be presumed to have been made (absent written confirmation from the Administrative Agent to the contrary) or (B) in the case of immediately preceding clause (z), an error and mistake has been made, in each case, with respect to such payment, prepayment or repayment; and

(ii) such Lender, L/C Issuer or Secured Party shall (and shall cause any other recipient that receives funds on its respective behalf to) promptly (and, in all events, within one (1) Business Day of its knowledge of the occurrence of any of the circumstances described in immediately preceding clauses (x), (y) and (z)) notify the Administrative Agent of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying the Administrative Agent pursuant to this Section 11.13(b). For the avoidance of doubt, the failure to deliver a notice to the Administrative Agent pursuant to this Section 11.13(b) shall not have any effect on a Payment Recipient's obligations pursuant to Section 11.13(a) or on whether or not an Erroneous Payment has been made.

(c) Each Lender, L/C Issuer or Secured Party hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such

Lender, L/C Issuer or Secured Party under any Loan Document, or otherwise payable or distributable by the Administrative Agent to such Lender, L/C Issuer or Secured Party under any Loan Document with respect to any payment of principal, interest, fees, or other amounts, against any amount that the Administrative Agent has demanded to be returned under Section 11.13(a).

(d)

(i) In the event that an Erroneous Payment (or portion thereof) is not recovered by the Administrative Agent for any reason, after demand therefor in accordance with Section 11.13(a), from any Lender that has received such Erroneous Payment (or portion thereof) (and/or from any Payment Recipient who received such Erroneous Payment (or portion thereof) on its respective behalf) (such unrecovered amount, an "Erroneous Payment Return Deficiency"), upon the Administrative Agent's notice to such Lender at any time, then effective immediately (with the consideration therefor being acknowledged by the parties hereto), (A) such Lender shall be deemed to have assigned its Loans (but not its Commitments) of the relevant class with respect to which such Erroneous Payment was made (the "Erroneous Payment Impacted Class") in an amount equal to the Erroneous Payment Return Deficiency (or such lesser amount as the Administrative Agent may specify) (such assignment of the Loans (but not Commitments) of the Erroneous Payment Impacted Class, the "Erroneous Payment Deficiency Assignment") (on a cashless basis) and such amount calculated at par plus any accrued and unpaid interest (with the assignment fee to be waived by the Administrative Agent in such instance), and is hereby (together with the Borrower Representative) deemed to execute and deliver an Assignment and Assumption with respect to such Erroneous Payment Deficiency Assignment, and such Lender shall deliver any Notes evidencing such Loans to the Borrower Representative or the Administrative Agent (but the failure of such Person to deliver any such Notes shall not affect the effectiveness of the foregoing assignment), (B) the Administrative Agent as the assignee Lender shall be deemed to have acquired the Erroneous Payment Deficiency Assignment, (C) upon such deemed acquisition, the Administrative Agent as the assignee Lender shall become a Lender hereunder with respect to such Erroneous Payment Deficiency Assignment and the assigning Lender shall cease to be a Lender hereunder with respect to such Erroneous Payment Deficiency Assignment, excluding, for the avoidance of doubt, its obligations under the indemnification provisions of this Agreement and its applicable Commitments which shall survive as to such assigning Lender, (D) the Administrative Agent and the Borrowers shall be deemed to have waived any consents required under this Agreement to any such Erroneous Payment Deficiency Assignment, and (E) the Administrative Agent may reflect in the Register its ownership interest in the Loans subject to the Erroneous Payment Deficiency Assignment. For the avoidance of doubt, no Erroneous Payment Deficiency Assignment will reduce the Commitments of any Lender and such Commitments shall remain available in accordance with the terms of this Agreement.

(ii) The Administrative Agent may, in its discretion, sell any Loans acquired pursuant to an Erroneous Payment Deficiency Assignment and upon receipt of the proceeds of such sale, the Erroneous Payment Return Deficiency owing by the applicable Lender shall be reduced by the net proceeds of the sale of such Loan (or portion thereof), and the Administrative Agent shall retain all other rights, remedies and claims

against such Lender (and/or against any recipient that receives funds on its respective behalf). In addition, an Erroneous Payment Return Deficiency owing by the applicable Lender (x) shall be reduced by the proceeds of prepayments or repayments of principal and interest or other distribution in respect of principal and interest, received by the Administrative Agent on or with respect to any such Loans acquired from such Lender pursuant to an Erroneous Payment Deficiency Assignment (to the extent that any such Loans are then owned by the Administrative Agent) and (y) may in the sole discretion of the Administrative Agent be reduced by any amount specified by the Administrative Agent in writing to the applicable Lender from time to time.

(e) The parties hereto agree (x) irrespective of whether the Administrative Agent may be equitably subrogated, in the event that an Erroneous Payment (or portion thereof) is not recovered from any Payment Recipient that has received such Erroneous Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights and interests of such Payment Recipient (and, in the case of any Payment Recipient who has received funds on behalf of a Lender, L/C Issuer or Secured Party, to the rights and interests of such Lender, L/C Issuer or Secured Party, as the case may be) under the Loan Documents with respect to such amount (the "Erroneous Payment Subrogation Rights") (provided that the Loan Parties' Obligations under the Loan Documents in respect of the Erroneous Payment Subrogation Rights shall not be duplicative of such Obligations in respect of Loans that have been assigned to Administrative Agent under an Erroneous Payment Deficiency Assignment) and (y) that an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrowers or any other Loan Party; provided that this Section 11.13 shall not be interpreted to increase (or accelerate the due date for) the Obligations of the Borrowers relative to the amount (and/or timing for payment) of the Obligations that would have been payable had such Erroneous Payment not been made by the Administrative Agent; provided, further, that for the avoidance of doubt, immediately preceding clauses (x) and (y) shall not apply to the extent any such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent from the Borrowers for the purpose of making such Erroneous Payment.

(f) To the extent permitted by applicable law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payment received, including without limitation any defense based on "discharge for value" or any similar doctrine.

Each party's obligations, agreements and waivers under this Section 11.13 shall survive the resignation or replacement of the Administrative Agent, any transfer of rights or obligations by, or the replacement of, a Lender or L/C Issuer, the termination of the Commitments and/or the repayment, satisfaction or discharge of all Obligations (or any portion thereof).

ARTICLE XII
MISCELLANEOUS

12.01 Amendments, Etc. Subject to the proviso following subsection (i) below, no amendment or waiver of any provision of this Agreement or any other Loan Document, and no

consent to any departure by the Tribe, any Borrower or any other Loan Party therefrom, shall be effective unless in writing signed by the Required Lenders and the Tribe, the Borrowers or the applicable Loan Party, as the case may be, and acknowledged by the Administrative Agent, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no such amendment, waiver or consent shall:

(a) waive any condition set forth in Section 4.01, or, solely in the case of the initial Credit Extension, Section 4.02, without the written consent of each Lender;

(b) extend or increase the Commitment of any Lender without the written consent of such Lender, it being understood that the waiver of (or amendment to the terms of) any mandatory reduction of any Commitments required under Section 2.05 shall not constitute an extension or increase of any Commitment;

(c) postpone any date fixed by this Agreement or any other Loan Document for any payment of principal, interest, fees or other amounts due to the Lenders (or any of them) without the written consent of each Lender directly affected thereby, it being understood that the waiver of (or amendment to the terms of) any mandatory prepayment of any Loans required under Section 2.05 shall not constitute a postponement of any date fixed by this Agreement for the payment of principal, interest or other amounts due to the Lenders;

(d) reduce or forgive the principal of, or the rate of interest specified herein on, any Loan or L/C Borrowing, or any fees or other amounts payable hereunder or under any other Loan Document without the written consent of each Lender directly affected thereby (it being understood that the waiver of (or amendment to the terms of) any mandatory prepayment of any Loans required under Section 2.05 shall not constitute a reduction in an amount payable hereunder); provided, however, that only the consent of the Required Lenders shall be necessary to (i) amend the definition of "Default Rate", (ii) waive any obligation of the Borrowers to pay Letter of Credit Fees at the Default Rate or (iii) waive any obligation of the Borrowers to pay interest at the Default Rate;

(e) change Section 2.13, Section 10.04 or Section 3.4 of the Collateral Trust Agreement in a manner that would alter the *pro rata* sharing of payments required thereby without the written consent of each Lender directly affected thereby;

(f) change any provision of this Section or the definition of "Required Lenders" or any other provision of this Agreement or any other Loan Document specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or thereunder or make any determination or grant any consent hereunder or thereunder, without the written consent of each Lender under the related Facility or Facilities (or, in the case of changes to the definition of "Required Lenders" or any provision of this Section or any other provision of this Agreement or any other Loan Document directly affecting all Lenders, without the written consent of all Lenders);

(g) subject to Section 11.10, release all or substantially all of the Guarantors from the Guaranty without the written consent of each Lender;

(h) subject to Section 11.10, release all or substantially all of the Collateral without the written consent of each Lender (provided that the Pocono Mortgage and other Liens upon Pocono and associated property may be released in connection with a sale of all or substantially all of the assets of, or equity interests in, Pocono, not prohibited hereunder); or

(i) subject to Section 11.10, subordinate, or have the effect of subordinating, (i) the Obligations hereunder to any other Indebtedness or other obligation or (ii) the Liens securing the Obligations to Liens securing any other Indebtedness or other obligation, in each case, without the written consent of each Lender indirectly or directly and adversely affected thereby;

provided that, notwithstanding anything to the contrary in this Agreement, the amendments, modifications, waivers and consents described in subsections (a) through (i) shall not require the consent of any Lenders other than as specified in such subsections (except that, subject to Sections 2.15, 2.19 and 2.20, the increase in the Commitment of any Lender shall also require the consent of the Required Lenders);

and, provided, further, that (i) no amendment, waiver or consent shall, unless in writing and signed by the L/C Issuer in addition to the Lenders required above, affect the rights or duties of the L/C Issuer under this Agreement or any Letter of Credit Application relating to any Letter of Credit issued or to be issued by it; (ii) the Overdraft Services Agreement may be amended, waived, modified or a consent granted thereunder with the written agreement of the Borrowers and the Swingline Lender, without the consent of any other Lender; (iii) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent or the Collateral Trustee, as applicable, in addition to the Lenders required above, affect the rights or duties of the Administrative Agent and the Collateral Trustee under this Agreement, the Collateral Trust Agreement or any other Loan Document; (iv) each of the Administrative Agent and Collateral Trustee, as applicable, may, with the consent of the Borrowers only, amend, modify or supplement this Agreement or any other Loan Document to cure any ambiguity, omission, defect or inconsistency (as reasonably determined by the Administrative Agent or the Collateral Trustee, as applicable), so long as such amendment, modification or supplement does not adversely affect the rights of any Lender (or any L/C Issuer, if applicable) or the Lenders shall have received at least five (5) Business Days' prior written notice thereof and the Administrative Agent and the Collateral Trustee shall not have received, within five (5) Business Days of the date of such notice to the Lenders, a written notice from the Required Lenders stating that the Required Lenders object to such amendment; (v) no amendment, waiver or consent shall amend, modify or waive the Credit Agreement, the Collateral Trust Agreement or the other Loan Documents so as to alter the ratable treatment of Obligations arising under the Loan Documents and Obligations arising under Secured Hedge Agreements and Secured Cash Management Agreements or the definition of "Cash Management Bank", "Hedge Bank", "Secured Cash Management Agreement", "Secured Hedge Agreement", "Cash Management Agreement", "Swap Contract", "Secured Parties", "Obligations", "Secured Obligations" or "Guaranteed Obligations" (as defined in any applicable Loan Document), in each case in a manner adverse to a Cash Management Bank or a Hedge Bank without the written consent of such Cash Management Bank or such Hedge Bank; and (vi) Section 12.07(g) may not be amended, waived or otherwise modified without the consent of each Granting Lender all or any part of whose Loans are being funded by an SPC at the time of such amendment, waiver or other modification. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or

consent hereunder, provided that (i) the Commitment of such Lender may not be increased or extended or the principal or interest owing to such Lender reduced, or the date for payment thereof extended, without the consent of such Lender, and (ii) any amendment, waiver or consent requiring the consent of all Lenders or each directly affected Lender which would affect such Lender more adversely than the other directly affected Lenders or which would amend this proviso shall require the consent of such Lender.

The Administrative Agent and the Borrowers may (without the consent of Lenders) amend any Loan Document to the extent (but only to the extent) necessary to reflect the existence and terms of Increased Revolving Commitments, Other Revolving Commitments and Extended Revolving Commitments (including, without limitation, such other technical amendments as may be necessary or advisable, in the reasonable opinion of the Administrative Agent and the Borrowers, to give effect to the terms and provisions of any Increased Revolving Commitments, Other Revolving Commitments and Extended Revolving Commitments). Notwithstanding anything to the contrary contained herein, such amendment shall become effective without any further consent of any other party to such Loan Document. In addition, upon the effectiveness of any Refinancing Amendment, the Administrative Agent, the Borrowers and the Lenders providing the relevant Credit Agreement Refinancing Indebtedness may amend this Agreement to the extent (but only to the extent) necessary to reflect the existence and terms of the Credit Agreement Refinancing Indebtedness incurred pursuant thereto (including any amendments necessary to treat the Loans and Commitments subject thereto as Other Revolving Loans and/or Other Revolving Commitments). The Administrative Agent and the Borrowers may effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrowers, to effect the terms of any Refinancing Amendment.

Notwithstanding the foregoing, this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and the Borrowers (a) to add one or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Revolving Loans and the accrued interest and fees in respect thereof and (b) to include appropriately the Lenders holding such credit facilities in any determination of the "Required Lenders" and the Lenders' "Pro Rata Share".

12.02 Notices and Other Communications; Facsimile Copies.

(a) General. Unless otherwise expressly provided herein, all notices and other communications provided for hereunder shall be in writing (including by facsimile transmission). All such written notices shall be mailed certified or registered mail, faxed or delivered to the applicable address, facsimile number or (subject to subsection (c) below) electronic mail address, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to the Tribe, a Borrower, the Administrative Agent, the Collateral Trustee, the L/C Issuer or the Swingline Lender, to the address, facsimile number, electronic mail address or telephone number specified for such Person on Schedule 12.02

or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a notice to the other parties; and

(ii) if to any other Lender, to the address, facsimile number, electronic mail address or telephone number specified in its Administrative Questionnaire or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a notice to the Borrower Representative, the Administrative Agent, the L/C Issuer and the Swingline Lender.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by facsimile shall be deemed to have been given when sent, if a confirmation of transmittal is confirmed (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through electronic communications to the extent provided in subsection (b) below, shall be effective as provided in such subsection (b).

(b) Electronic Communications. Notices and other communications to the Lenders and the L/C Issuer hereunder may be delivered or furnished by electronic communication (including e-mail, FpML messaging and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, provided that the foregoing shall not apply to notices to any Lender and the L/C Issuer pursuant to Article II if such Lender or the L/C Issuer, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrower Representative may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing subsection (i) of notification that such notice or communication is available and identifying the website address therefor.

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY

AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to the Borrowers, any Lender, the L/C Issuer or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrowers' or the Administrative Agent's transmission of the Borrower Materials or notices through the Platform, any other electronic platform or electronic messaging service, or through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any liability to any Borrower, any Lender, the L/C Issuer or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(c) Effectiveness of Facsimile Documents and Signatures. Loan Documents may be transmitted and/or signed by facsimile or other form of electronic transmission (including by electronic imaging). The effectiveness of any such documents and signatures shall, subject to applicable Law, have the same force and effect as manually-signed originals and shall be binding on the Tribe, all Loan Parties, the Administrative Agent and the Lenders. The Administrative Agent may also require that any such documents and signatures be confirmed by a manually-signed original thereof; provided, however, that the failure to request or deliver the same shall not limit the effectiveness of any such document or signature.

(d) Reliance by the Administrative Agent and Lenders. The Administrative Agent and the Lenders shall be entitled to rely and act upon any notices (including telephonic notices and Revolving Loan Notices) purportedly given by or on behalf of a Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrowers shall indemnify each Agent-Related Person and each Lender from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of a Borrower. All telephonic notices to and other communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

12.03 No Waiver; Cumulative Remedies. No failure by any Lender or the Administrative Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

12.04 Attorney Costs and Expenses. The Borrowers agree (a) to pay or reimburse the Administrative Agent and the Collateral Trustee for all reasonable costs and expenses incurred in connection with the development, preparation, negotiation, syndication and execution of this Agreement and the other Loan Documents and any amendment, waiver, consent or other modification of the provisions hereof and thereof (whether or not the transactions contemplated

hereby or thereby are consummated), and the consummation and administration of the transactions contemplated hereby and thereby, including all applicable Attorney Costs, (b) to pay or reimburse the Administrative Agent and the Collateral Trustee for all reasonable out-of-pocket costs and expenses incurred in connection with the enforcement, attempted enforcement, or preservation of any rights or remedies under this Agreement or the other Loan Documents (including all such costs and expenses incurred during any "workout" or restructuring in respect of the Obligations and during any legal proceeding, including any proceeding under any Debtor Relief Law), including all applicable Attorney Costs, and (c) after the occurrence and during the continuance of an Event of Default, to pay or reimburse each Lender for all reasonable out-of-pocket costs and expenses incurred in connection with any "workout" or restructuring in respect of the Obligations and during any legal proceeding, including any proceeding under any Debtor Relief Law, including all Attorney Costs. The foregoing costs and expenses shall include all search, filing, recording, title insurance and appraisal charges and fees related thereto, and other out-of-pocket expenses incurred by the Administrative Agent or the Collateral Trustee, as applicable, and the cost of independent public accountants and other outside experts retained by the Administrative Agent or the Collateral Trustee, as applicable. All amounts due under this Section 12.04 shall be payable within ten Business Days after demand therefor. The agreements in this Section shall survive the termination of the Facilities and repayment of all other Obligations. For the avoidance of doubt, nothing in this Section 12.04 shall limit any right to reimbursement for expenses provided to the Collateral Trustee pursuant to the terms of Collateral Trust Agreement.

12.05 Indemnification by the Borrower; Reimbursement by Lenders; Waiver. The Borrowers shall indemnify the Administrative Agent (and any sub-agent thereof), the Collateral Trustee (and any sub-agent thereof), each Arranger, each Lender and the L/C Issuer, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related out-of-pocket expenses (including the fees, charges and disbursements of any outside counsel for any Indemnitee), incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Tribe, any Borrower or any other Loan Party arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto or thereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, or, in the case of the Administrative Agent (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement and the other Loan Documents, (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by the L/C Issuer to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by the Parent Borrower or any of its Subsidiaries, or any Environmental Liability related in any way to the Parent Borrower or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Tribe, any Borrower or any other Loan Party or any of such Borrower's or such Loan Party's directors, shareholders or creditors or Affiliates, and regardless of whether any Indemnitee is a party thereto**, IN ALL CASES, WHETHER OR NOT CAUSED BY OR ARISING, IN WHOLE OR IN PART, OUT OF THE COMPARATIVE, CONTRIBUTORY OR SOLE NEGLIGENCE OF THE INDEMNITEE**; provided that such

indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee or (y) result from a claim brought by any Borrower or any other Loan Party against an Indemnitee for material breach of such Indemnitee's obligations hereunder or under any other Loan Document, if such Borrower or such Loan Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction. In connection with any claim for indemnification pursuant to this Agreement by more than one Indemnitee, all such Indemnitees shall be represented by the same legal counsel selected by the Indemnitees; provided that if such legal counsel determines in good faith that representing all such Indemnitees is reasonably likely to result in a conflict of interest under Laws or ethical principles applicable to such legal counsel or that a defense or counterclaim is available to an Indemnitee that is not available to all such Indemnitees, then to the extent reasonably necessary to avoid such a conflict of interest or to permit unqualified assertion of such a defense or counterclaim, each Indemnitee shall be entitled to separate representation. For the avoidance of doubt, nothing in this Section 12.05 shall limit any right to indemnity provided to the Collateral Trustee pursuant to the terms of Collateral Trust Agreement.

To the extent that the Borrowers for any reason fail to pay any amount required under Section 12.04 or Section 12.05 to be paid by them to the Administrative Agent (or any sub-agent thereof), the Collateral Trustee (or any sub-agent thereof), the L/C Issuer or any Related Party of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent thereof), the Collateral Trustee (or any sub-agent thereof), the L/C Issuer or such Related Party, as the case may be, such Lender's ratable share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent), the Collateral Trustee (or any such sub-agent) or the L/C Issuer in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent), the Collateral Trustee (or any such sub-agent) or L/C Issuer in connection with such capacity. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.12(c).

To the fullest extent permitted by applicable law, the Borrowers shall not assert, and hereby waive, and acknowledge that no other Person shall have, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof. No Indemnitee referred to above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

All amounts due under this Section 12.05 shall be payable within ten (10) Business Days after demand therefor. The agreements in this Section shall survive after the resignation of the Administrative Agent and/or the Collateral Trustee, the replacement of any Lender and the payment in full of the Obligations. This Section 12.05 shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

12.06 Payments Set Aside. To the extent that any payment by or on behalf of the Borrowers is made to the Administrative Agent, the Collateral Trustee, the L/C Issuer or any Lender, or the Administrative Agent, the Collateral Trustee, the L/C Issuer or any Lender exercises its right of set-off, and such payment or the proceeds of such set-off or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent, the Collateral Trustee, the L/C Issuer or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such set-off had not occurred, and (b) each Lender and the L/C Issuer severally agrees to pay to the Administrative Agent upon demand its applicable share of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Rate from time to time in effect. The obligations of the Lenders and the L/C Issuer under subsection (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

12.07 Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the Tribe and the Borrowers may not assign or otherwise transfer any of their rights or obligations hereunder without the prior written consent of each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an Eligible Assignee in accordance with the provisions of subsection (b) of this Section, (ii) by way of participation in accordance with the provisions of subsection (d) of this Section, (iii) by way of pledge or assignment of a security interest subject to the restrictions of subsection (f) of this Section, or (iv) to an SPC in accordance with the provisions of subsection (g) of this Section (and any other attempted assignment or transfer by any party hereto shall be null and void ab initio). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (d) of this Section, the Collateral Trustee and, to the extent expressly contemplated hereby, the Indemnitees) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment(s) and the Loans (including for purposes of this Section 12.07(b), participations in L/C Obligations and in Swingline Loans) at the time owing to it under any Facility); provided that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans under any Facility or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in subsection (b)(i)(A) of this Section, the aggregate amount of any such Lender's Commitment or Loans subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than $5,000,000, in the case of any assignment in respect of the Revolving Credit Facility, unless each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower Representative otherwise consents (each such consent not to be unreasonably withheld or delayed); provided, however, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met;

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans or the Commitment assigned (and any assignment of Revolving Commitments shall include the proportionate share of Revolving Loans and L/C Obligations, and vice versa), except that this subsection (ii) shall not (A) apply to the Swingline Lender's rights and obligations in respect of Swingline Loans or (B) prohibit any Lender from assigning all or a portion of its rights and obligations among separate Commitments on a non-*pro rata* basis;

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by subsection (b)(i)(B) of this Section and, in addition:

(A) Unless an Event of Default has occurred and is continuing at the time of an assignment, the consent of the Borrower Representative (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of a Revolving Commitment if such assignment is to a Person that is not a Lender with a Commitment in respect of the same Facility, an Affiliate of such a Lender or an Approved Fund with respect to such a Lender; provided that such consent shall be deemed to have been given if the Borrower Representative has not responded within ten Business Days after notice by the Administrative Agent;

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of a Revolving Commitment if such assignment is to a Person that is not a Lender with a

Commitment or Loans in respect of the same Facility, an Affiliate of such a Lender or an Approved Fund with respect to such a Lender;

(C) the consent of the L/C Issuer (such consent not to be unreasonably withheld or delayed) shall be required for any assignment in respect of any Revolving Credit Facility; and

(D) the consent of the Swingline Lender (such consent not to be unreasonably withheld or delayed) shall be required for any assignment in respect of any Revolving Credit Facility.

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount of $3,500; provided, however, that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

(v) No Assignment to a Borrower or a Defaulting Lender. No such assignment shall be made (A) to the Tribe, any Borrower or any of the Tribe's or any Borrower's Affiliates or Subsidiaries or (B) to any Defaulting Lender or to any of its Subsidiaries, or to any Person who, upon becoming a Lender, would constitute any of the foregoing Persons described in this subsection (B).

(vi) No Assignment to Natural Persons. No such assignment shall be made to a natural person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of a natural Person).

(vii) Certain Additional Payments. In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Borrower Representative and the Administrative Agent, the applicable *pro rata* share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent, the L/C Issuer or any Lender hereunder (and interest accrued thereon) and (y) acquire (and fund as appropriate) its full *pro rata* share of all Loans and participations in Letters of Credit and Swingline Loans in accordance with its Pro Rata Share. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under applicable Law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to subsection (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 3.01, 3.04, 3.05, 12.04 and 12.05 with respect to facts and circumstances occurring prior to the effective date of such assignment; provided that except to the extent otherwise expressly agreed by the affected parties, no assignment by a Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender. Upon request, the Borrowers (at their expense) shall execute and deliver a Revolving Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 12.07(d).

(c) The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrowers, shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts and stated interest of the Loans and L/C Obligations owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrowers, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrowers at any reasonable time and from time to time upon reasonable prior notice. In addition, at any time that a request for a consent for a material or other substantive change to the Loan Documents is pending, any Lender wishing to consult with other Lenders in connection therewith may request and receive from the Administrative Agent a copy of the Register. No assignment of a Loan, L/C Obligation or Commitment, whether or not evidenced by a Note, will be effective without being recorded in the Register.

(d) Any Lender may at any time, without the consent of, or notice to, the Borrowers or the Administrative Agent, sell participations to any Person (other than a natural person, or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of a natural Person, a Defaulting Lender or the Tribe, a Borrower or any of the Tribe's or any Borrower's Affiliates or Subsidiaries) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans (including such Lender's participations in L/C Obligations and/or Swingline Loans) owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrowers, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right

to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification that (i) reduces the fees, interest rate or principal payable directly or indirectly to such Participant (or such Lender in respect of such Participant), (ii) increases the Commitment of such Participant (or such Lender in respect of such Participant) or (iii) extends the final maturity date for the Loans held by such Participant (or such Lender in respect of such Participant). Subject to subsection (e) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 3.01, 3.04 and 3.05 (subject to the requirements and limitations therein, including the requirements under Section 3.01(d)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to subsection (b) of this Section; provided, however, that such Participant agrees to be subject to the provisions of Sections 3.06 and 12.16 as if it were an assignee under paragraph (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 12.09 as though it were a Lender, provided such Participant agrees to be subject to Section 2.13 as though it were a Lender.

Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrowers, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) and Proposed Section 1.163-5(b) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(e) A Participant shall not be entitled to receive any greater payment under Section 3.01 or 3.04 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 3.01 unless such Participant agrees, for the benefit of the Borrowers, to comply with Section 3.01(d) as though it were a Lender (it being understood that the documentation required under Section 3.01(d) shall be delivered to the participating Lenders).

(f) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a bank of the Federal Reserve System of the United States; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto. In the case of any Lender that is a fund that invests in bank loans,

such Lender may, without the consent of the Borrowers or the Administrative Agent, collaterally assign or pledge all or any portion of its rights under this Agreement, including the Loans and Notes or any other instrument evidencing its rights as a Lender under this Agreement, to any holder of, trustee for, or any other representative of holders of, obligations owed or securities issued, by such fund, as security for such obligations or securities.

(g) Notwithstanding anything to the contrary contained herein, any Lender (a "Granting Lender") may grant to a special purpose funding vehicle identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Borrower Representative (an "SPC") the option to provide all or any part of any Revolving Loan that such Granting Lender would otherwise be obligated to make pursuant to this Agreement; provided that (i) nothing herein shall constitute a commitment by any SPC to fund any Revolving Loan, and (ii) if an SPC elects not to exercise such option or otherwise fails to make all or any part of such Revolving Loan, the Granting Lender shall be obligated to make such Revolving Loan pursuant to the terms hereof or, if it fails to do so, to make such payment to the Administrative Agent as is required under Section 2.12(c)(ii). Each party hereto hereby agrees that (i) neither the grant to any SPC nor the exercise by any SPC of such option shall increase the costs or expenses or otherwise increase or change the obligations of the Borrowers under this Agreement (including their obligations under Section 3.04), (ii) no SPC shall be liable for any indemnity or similar payment obligation under this Agreement for which a Lender would be liable, and (iii) the Granting Lender shall for all purposes, including the approval of any amendment, waiver or other modification of any provision of any Loan Document, remain the lender of record hereunder. The making of a Revolving Loan by an SPC hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if, such Revolving Loan were made by such Granting Lender. In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior debt of any SPC, it will not institute against, or join any other Person in instituting against, such SPC any bankruptcy, reorganization, arrangement, insolvency, or liquidation proceeding under the laws of the United States or any State thereof. Notwithstanding anything to the contrary contained herein, any SPC may (i) with notice to, but without prior consent of the Borrowers and the Administrative Agent and with the payment of a processing fee of $2,500 (which processing fee may be waived by the Administrative Agent in its sole discretion), assign all or any portion of its right to receive payment with respect to any Revolving Loan to the Granting Lender and (ii) disclose on a confidential basis any non-public information relating to its funding of Revolving Loans to any rating agency, commercial paper dealer or provider of any surety or Guarantee or credit or liquidity enhancement to such SPC.

(h) Notwithstanding anything to the contrary contained herein, if at any time Citibank assigns all of its Revolving Commitment and Loans pursuant to subsection (b) above, Citibank may, upon 30 days' notice to the Borrower and the Revolving Lenders, resign as L/C Issuer, other than with respect to Letters of Credit then outstanding. In the event of any such resignation as L/C Issuer, the Borrower Representative shall be entitled to appoint from among the Revolving Lenders (or, if no Revolving Lender acceptable to the Borrower Representative in its sole discretion shall agree to serve such role, any other Person reasonably acceptable to the Administrative Agent) a successor L/C Issuer hereunder (with such Revolving Lender's or other Person's consent); provided, however, that no failure by the Borrower Representative to appoint any such successor shall affect the resignation of Citibank as L/C Issuer with respect to the issuance

of future Letters of Credit. If Citibank resigns as L/C Issuer, it shall retain all the rights and obligations of the L/C Issuer hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as L/C Issuer and all L/C Obligations with respect thereto (including the right to require the Revolving Lenders to make Base Rate Revolving Loans or fund risk participations in Unreimbursed Amounts pursuant to Section 2.03(c)). Upon the appointment of a successor L/C Issuer, (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer, (b) the successor L/C Issuer shall issue letter of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements reasonably satisfactory to Citibank to effectively assume the obligations of Citibank with respect to such Letters of Credit.

(i) Notwithstanding anything to the contrary contained herein, if at any time Fifth Third Bank, National Association assigns all of its Revolving Commitment and Loans pursuant to subsection (b) above, Fifth Third Bank, National Association may, upon 30 days' notice to the Borrower Representative and the Revolving Lenders, resign as Swingline Lender. In the event of (i) any such resignation as Swingline Lender or (ii) upon termination of the Overdraft Services Agreement, the Borrower Representative shall be entitled to appoint from among the Revolving Lenders (with such appointed Revolving Lender's consent) a successor Swingline Lender hereunder; provided, however, that no failure by the Borrower Representative to appoint any such successor shall affect the resignation of Fifth Third Bank, National Association as Swingline Lender; provided, further, that upon any such resignation or termination, the Borrowers and the Administrative Agent shall be permitted to take such steps as are necessary and appropriate (as mutually agreed by the Borrower Representative and the Administrative Agent) to provide for the succession of a successor Swingline Lender, including amendments to Section 2.04 and other amendments with respect to Swingline Borrowings as agreed between the Borrower Representative, the Administrative Agent and any such successor Swingline Lender. If Fifth Third Bank, National Association resigns as Swingline Lender, it shall retain all the rights and obligations of the Swingline Lender hereunder with respect to all Swingline Loans outstanding as of the effective date of its resignation as Swingline Lender (including the right to require the Revolving Lenders to make Base Rate Revolving Loans pursuant to Section 2.04(c)).

12.08 Confidentiality. Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective auditors, partners, directors, officers, employees, agents, advisors, service providers and representatives that need to know such information (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement, (ii) any pledgee referred to in Section 12.07(f), or (iii) any actual or prospective counterparty (or its advisors) to any swap, derivative transaction or other

transaction under which payments are to be made by reference to any Borrower and its obligations, this Agreement and payments hereunder, (g) with the consent of the Borrower Representative or (h) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section, (y) becomes available to the Administrative Agent or any Lender on a nonconfidential basis from a source other than the Borrowers or (z) to the extent such information is independently developed by the Administrative Agent, the Collateral Trustee, any Arranger, any Lender, any L/C Issuer or any of their respective Affiliates. In addition, the Administrative Agent and the Lenders may disclose the existence of this Agreement and information about this Agreement to market data collectors, similar service providers to the lending industry and service providers to the Administrative Agent and the Lenders in connection with the administration of this Agreement, the other Loan Documents, and the Commitments. For purposes of this Section, "Information" means all information received from the Tribe, any Borrower or any of their respective Subsidiaries relating to the Tribe, any Borrower or any of their respective Subsidiaries or any of their respective businesses, other than any such information that is available to the Administrative Agent or any Lender on a nonconfidential basis prior to disclosure to any such Person by the Tribe, any Borrower or any of their respective Subsidiaries. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

For the avoidance of doubt, nothing in this Section 12.08 shall prohibit any Person from voluntarily disclosing or providing any Information within the scope of this confidentiality provision to any governmental, regulatory or self-regulatory organization (any such entity, a "Regulatory Authority") to the extent that any such prohibition on disclosure set forth in this Section 12.08 shall be prohibited by the laws or regulations applicable to such Regulatory Authority.

12.09 Set-off. In addition to any rights and remedies of the Lenders provided by law, upon the occurrence and during the continuance of any Event of Default, after obtaining the prior written consent of the Administrative Agent, each Lender is authorized at any time and from time to time, without prior notice to any Borrower or any other Loan Party, any such notice being waived by the Borrowers (on their own behalf and on behalf of each Loan Party) to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held by, and other indebtedness at any time owing by, such Lender to or for the credit or the account of the respective Loan Parties against any and all Obligations owing to such Lender hereunder or under any other Loan Document, now or hereafter existing, irrespective of whether or not the Administrative Agent or such Lender shall have made demand under this Agreement or any other Loan Document and although such Obligations may be contingent or unmatured or denominated in a currency different from that of the applicable deposit or indebtedness. Each Lender agrees promptly to notify the Borrower Representative and the Administrative Agent after any such set-off and application made by such Lender; provided, however, that the failure to give such notice shall not affect the validity of such set-off and application.

12.10 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not

exceed the maximum rate of non-usurious interest permitted by applicable Law (other than Tribal Laws) (the "Maximum Rate"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrowers. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

12.11 Counterparts. This Agreement 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 instrument. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Agreement and each other Loan Document shall be effective as delivery of an original executed counterpart of this Agreement and such other Loan Document. The Administrative Agent and the Collateral Trustee may also require that any such documents and signatures delivered by facsimile or other electronic transmission be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by facsimile or other electronic transmission.

12.12 Integration. This Agreement, together with the other Loan Documents, comprises the complete and integrated agreement of the parties on the subject matter hereof and thereof and supersedes all prior agreements, written or oral, on such subject matter. In the event of any conflict between the provisions of this Agreement and those of any other Loan Document, the provisions of this Agreement shall control; provided that the inclusion of supplemental rights or remedies in favor of the Administrative Agent, the Collateral Trustee or the Lenders in any other Loan Document shall not be deemed a conflict with this Agreement. Each Loan Document was drafted with the joint participation of the respective parties thereto and shall be construed neither against nor in favor of any party, but rather in accordance with the fair meaning thereof.

12.13 Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default at the time of any Credit Extension, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding.

12.14 Severability. If any provision of this Agreement 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 Agreement 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, void or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid, void or unenforceable provisions. The

invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12.15 [Reserved].

12.16 Replacement of Lenders. If the Borrowers are entitled to replace a Lender pursuant to the provisions of Section 3.06, or if any Lender is a Defaulting Lender or a Non-Consenting Lender, then the Borrowers may, at their sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 12.07), all of its interests, rights (other than its existing rights to payments pursuant to Sections 3.01 and 3.04) and obligations under this Agreement and the related Loan Documents to an Eligible Assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(a) the Borrowers shall have paid to the Administrative Agent the assignment fee (if any) specified in Section 12.07(b);

(b) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and L/C Advances, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 3.05) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrowers (in the case of all other amounts);

(c) in the case of any such assignment resulting from a claim for compensation under Section 3.04 or payments required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments thereafter;

(d) such assignment does not conflict with applicable Laws; and

(e) in the case of an assignment resulting from a Lender becoming a Non-Consenting Lender, the applicable assignee shall have consented to the applicable amendment, waiver or consent.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrowers to require such assignment and delegation cease to apply. Neither the consent nor signature of an applicable Lender shall be required in connection with the provisions of this Section and any assignment pursuant hereto may be deemed effective by the Borrowers, if the applicable Lender has not executed the applicable Assignment and Assumption within three (3) Business Days of its receipt of the Borrower Representative's written request therefor.

12.17 Governing Law. Except to the extent otherwise expressly provided therein, this Agreement, each other Loan Document and any claim, controversy, dispute, proceeding or cause of action (whether in contract, tort or otherwise and whether at law or in equity) based upon, arising out of or relating to this Agreement or any other Loan Document and the transactions contemplated

hereby and thereby shall be governed by, and construed and enforced in accordance with, the Law of the State of New York, without regard to conflict of law principles that would result in the application of any Law other than the Law of the State of New York (other than any mandatory provisions of the Uniform Commercial Code of the State of New York relating to the Law governing perfection and the effect of perfection of the security interests granted under the Loan Documents), provided, however, that if and only to the extent that any security interest granted to the Administrative Agent or the Collateral Trustee for the benefit of the Secured Parties pursuant to this Agreement or any other Loan Document shall be deemed exempt from the provisions of Article 9 of the Uniform Commercial Code of the State of New York by virtue of any Loan Party being a governmental entity, then such security interest shall be governed by the corresponding provisions of Article 9 of the Tribe's Uniform Commercial Code, as adopted by the UCC Ordinance. Each Borrower and each other party hereto each hereby consents to the application of New York civil law to the construction, interpretation and enforcement of this Agreement and the other Loan Documents, and to the application of New York civil law to the procedural aspects of any suit, action or proceeding relating thereto, including but not limited to legal process, execution of judgments and other legal remedies, except for any procedural matters governed by or relating to the conduct of arbitration under Section 12.18. This Agreement and the other Loan Documents to which any Borrower is a party are each "Contracts of the Tribal Gaming Authority" within the meaning of Section 1 of Article XIII (entitled "Tribal Gaming Authority Amendment") of the Constitution.

12.18 Arbitration Reference.

(a) Mandatory Arbitration. Subject to clause (c) below, at the option of the Administrative Agent (exercised in accordance with consent of the Required Lenders), the Parent Borrower, any of its Restricted Subsidiaries that are Tribal Entities or, to the extent it is a party to any such controversy or claim, the Tribe, any controversy or claim between or among the parties arising out of or relating to this Agreement, the other Loan Documents or any agreements or instruments relating hereto or thereto or delivered in connection herewith or therewith and any claim based on or arising from an alleged tort in connection herewith or therewith (each, a "Claim"), shall be determined by arbitration. The arbitration shall be conducted in accordance with the United States Arbitration Act (Title 9, U.S. Code), notwithstanding any choice of law provision in this Agreement, and under the Commercial Rules of the American Arbitration Association ("AAA"). The arbitrators shall give effect to statutes of limitation in determining any claim. Any controversy concerning whether an issue is arbitrable shall be determined by the arbitrators. Judgment upon the arbitration award may be entered in any court having jurisdiction and each of the Tribe, each Borrower and each Restricted Subsidiary consents to the jurisdiction of the state and federal courts located in any jurisdiction in which are located assets against which such judgment is sought to be enforced. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

(b) Provisional Remedies, Self-Help and Foreclosure. No provision of this Section shall limit the right of any party to this Agreement to exercise self-help remedies such as setoff, to foreclose against or sell any real or personal property collateral

or security or to obtain provisional or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration or other proceeding. The exercise of a remedy does not waive the right of any party to resort to arbitration or reference. At the Required Lenders' option, foreclosure under a deed of trust or mortgage may be accomplished either by exercise of power of sale under the deed of trust or mortgage or by judicial foreclosure.

(c) Limitation.

(i) This Section shall not be construed to require arbitration by the Secured Parties of any disputes which now exist or hereafter arise amongst themselves which do not involve the Tribe, any Borrower or any of the Restricted Subsidiaries and are not related to this Agreement and the Loan Documents.

(ii) Notwithstanding anything to the contrary in this Agreement or any Loan Document, a Claim may only be submitted to or otherwise determined by arbitration pursuant to clause (a) or otherwise if, and only if, each of the courts described in Section 12.20(c)(i) and 12.20(c)(ii) lack or decline jurisdiction with respect to such Claim.

(d) Specific Enforcement Representation. Each party to this Agreement severally represents and warrants to the other parties that this Section 12.18 is specifically enforceable against such party by the other parties.

12.19 Waiver of Right to Trial by Jury. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER ANY LOAN DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL OR, TO THE EXTENT PROVIDED BY SECTION 12.18, ARBITRATION, WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

12.20 WAIVER OF SOVEREIGN IMMUNITY; CONSENT TO JURISDICTION.

(a) Each Borrower hereby expressly and irrevocably waives the sovereign immunity of each Borrower and each of the Restricted Subsidiaries (and any defense based thereon) from any suit, action or proceeding or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution, exercise of contempt powers, or otherwise) or arbitration in any forum, with respect to this Agreement and the other Loan Documents and the transactions contemplated hereby and thereby, provided that

(1) the waiver contained in this clause (a) is expressly limited to actions against Parent Borrower and its Restricted Subsidiaries and (2) any recovery upon any judgment resulting therefrom shall be limited to recovery against the Authority Property (other than any Protected Assets), including Pocono and the revenues of the Parent Borrower and its Restricted Subsidiaries and all Collateral relating thereto.

(b) The Tribe hereby expressly and irrevocably waives its own sovereign immunity (applicable to itself as an Indian tribal nation) (and any defense based thereon) from any suit, action or proceeding or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution, exercise of contempt powers, or otherwise) with respect to the representations and warranties of the Tribe set forth in Article V, the covenants of the Tribe set forth in Article VII, and each provision of Section 10.01 which relates to an Event of Default caused by the Tribe's breach of any such representation, warranty or covenant, it being expressly understood that (1) the waivers and consents contained in this clause (b) are not limited to actions against Parent Borrower and its Restricted Subsidiaries, (2) any action described in this clause (b) may be brought against the Tribe, and (3) any recovery upon any judgment resulting from any such action may be had against the assets and revenues of the Tribe, other than Protected Assets, in a manner consistent with Section 12.21

(c) Each of the Tribe, the Borrowers and the Restricted Subsidiaries hereby expressly and irrevocably submits to the exclusive (subject to Section 12.18 and other than with respect to actions by the Administrative Agent or the Collateral Trustee in respect of rights under any Security Document governed by law other than the law of the State of New York or with respect to any Collateral subject thereto) jurisdiction of (i) any New York state court or federal court of the United States of America sitting in New York City, and any appellate court from any thereof, (ii) in the event that the courts described in clause (i) above lack or decline jurisdiction, any Connecticut state court or federal court of the United States of America sitting in Connecticut, and any appellate court from any thereof and (iii) in the event that the courts described in clauses (i) and (ii) above lack or decline jurisdiction, any other court of otherwise competent jurisdiction, including, subject to clause (g) below, any Tribal Court, in each case in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such courts. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law, and each of the Tribe, each Borrower and each Restricted Subsidiary consents to the jurisdiction of the state and federal courts located in any jurisdiction in which are located assets against which such judgment is sought to be enforced. Nothing in this Agreement shall affect any right that the Administrative Agent, the Collateral Trustee, the L/C Issuer, the Swingline Lender or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against the Tribe, the Borrowers, the Restricted Subsidiaries or their respective properties in the courts of any jurisdiction.

(d) Each of the Tribe, the Borrowers and the Restricted Subsidiaries hereby expressly and irrevocably waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or

proceeding arising out of or relating to this Agreement or the other Loan Documents in any court described in clause (c) above. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(e) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 12.02. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

(f) The waivers and consents described in this Section shall inure to the benefit of the Secured Parties, their successors and assigns, and each other Person who is entitled to the benefits of the Loan Documents (including without limitation the indemnitees referred to in Section 12.05). Subject to Sections 12.21 and 12.22 the Secured Parties and such other Persons shall have and be entitled to all available legal and equitable remedies, including the right to specific performance, money damages and injunctive or declaratory relief. The waivers of sovereign immunity and consents to jurisdiction contained in this Section are irrevocable.

(g) Each of the Tribe, the Borrowers and the Restricted Subsidiaries agrees that any action for the entry of judgment on and/or enforcement of an arbitration award or court order or judgment may be brought in the Mohegan Tribal Gaming Disputes Court. Each of the Tribe, the Borrowers and the Restricted Subsidiaries expressly waives the application of the doctrines of exhaustion of tribal remedies and any right of comity with respect to any Tribal Court or any tribal court of appeals the Tribe may now or hereafter maintain. In any event, no action may be brought in any Tribal Court without the prior written consent of the Administrative Agent (with the consent of the Required Lenders).

12.21 Lender Covenant. In any action or proceeding against any Borrower or any of the Restricted Subsidiaries to enforce the Loan Documents which is not also an action or proceeding against the Tribe, the Secured Parties agree that they shall have no recourse to the Tribe or to its property which is not Authority Property. In any action or proceeding to enforce the Loan Documents which includes the Tribe, the Secured Parties agree that they shall, to the extent then permitted by applicable Law (other than Tribal Law), take commercially practicable steps to enforce any claim for damages awarded to the Secured Parties by any court, tribunal, arbitrator or other decision maker against the Borrowers or the Authority Property prior to taking recourse to the Tribe or any Property thereof which is not Authority Property. The provisions of this Section shall not be construed (a) to create any recourse on the part of the Secured Parties against the Tribe, the property of the Tribe which is not Authority Property or revenues except for any breach of the Tribe's own representations, warranties and covenants set forth in Articles V and VII, or (b) to create any recourse on the part of the Secured Parties against any Protected Assets, or (c) to require exhaustion by the Secured Parties of any remedies against Borrowers, the Restricted Subsidiaries or the Authority Property prior to having recourse, in the proper case, against the Tribe and its property which is not Authority Property.

12.22 Gaming Law Limitations. Notwithstanding any provision in any Loan Document, none of the Secured Parties shall engage in any of the following: planning, organizing, directing, coordinating, controlling or managing all or any portion of the Tribe's or Parent Borrower's or any

other Tribal Entity's gaming operations that are regulated by IGRA (collectively, "Management Activities"), including (but not limited to) with respect to the following:

(a) the training, supervision, direction, hiring, firing, retention, or compensation (including benefits) of any employee (whether or not a management employee) or contractor;

(b) any employment policies or practices;

(c) the hours or days of operation;

(d) any accounting systems or procedures;

(e) any advertising, promotions or other marketing activities;

(f) the purchase, lease, or substitution of any gaming device or related equipment or software, including player tracking equipment;

(g) the vendor, type, theme, percentage of pay-out, display or placement of any gaming device or equipment; or

(h) budgeting, allocating, or conditioning payments of any Tribal Entity's operating expenses;

provided, however, that a Secured Party will not be in violation of the foregoing restriction solely because such Secured Party:

(1) enforces compliance with any term in any Loan Document that does not require the gaming operation to be subject to any third-party decision-making as to any Management Activities; or

(2) requires that all or any portion of the revenues securing the Loans and other Obligations be applied to satisfy valid terms of the Loan Documents; or

(3) otherwise forecloses on all or any portion of the property securing the Obligations.

12.23 Section 81 Compliance. The parties hereto agree that any right, restriction or obligation contained in any Loan Document that "encumbers Indian land" within the meaning of 25 U.S.C. § 81(b) shall not be effective for longer than six years, 364 days unless the Loan Document is an agreement or contract described in 25 U.S.C. § 81(c) or bears the approval of the Secretary of the Interior within the meaning of 25 U.S.C. § 81(b).

12.24 USA PATRIOT Act Notice. Each Lender, L/C Issuer and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Tribe and the Borrowers that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act") and the Beneficial Ownership Regulation, it is required to obtain, verify and record information that identifies the Tribe and the Loan Parties, which information

includes the name and address of the Tribe and the Loan Parties and other information that will allow such Lender, L/C Issuer or the Administrative Agent, as applicable, to identify the Tribe and the Loan Parties in accordance with the Act and the Beneficial Ownership Regulation.

12.25 [Reserved].

12.26 [Reserved].

12.27 Gaming Boards. Each Lender and the Administrative Agent agrees to use its reasonable best efforts to cooperate with all Gaming Boards (other than tribal Gaming Boards) in connection with the administration of their regulatory jurisdiction over the Borrowers and their Affiliates, including by providing in a timely manner such documents or other information as may be requested by any such Gaming Board (other than tribal Gaming Boards) relating to the Borrowers or any of their Affiliates or to the Loan Documents. The Borrowers and each of their Affiliates hereby consent to any such disclosure by the Lenders, the Administrative Agent and the Collateral Trustee to any Gaming Board and releases such parties from any liability for any such disclosure.

12.28 Gaming Regulations. Each party to this Agreement hereby acknowledges that the consummation of the transactions contemplated by the Loan Documents is subject to applicable Gaming Laws, including but not limited to any licensing or qualification requirements imposed on the Lenders and the Loan Parties thereby (other than by tribal Gaming Laws). Each Borrower represents and warrants that it will use its reasonable best efforts to obtain all requisite approvals necessary in connection with the transactions contemplated hereby and in the other Loan Documents.

12.29 No Personal Liability. No director, officer, office holder, employee, agent, representative or member of any Borrower, any Guarantor or the Tribe, as such, shall have any liability for, nor be subject to suit in respect of, any obligations of any Borrower or any Guarantor hereunder or the other Loan Documents or for any claim based on, in respect of, or by reason of, such obligations or their creation. It is expressly acknowledged and agreed that the Tribe shall not be deemed to be a Guarantor, and its representations and covenants shall be limited to those expressly set forth herein.

12.30 Electronic Execution of Assignments and Certain Other Documents. The words "execution," "signed," "signature," and words of like import in or related to this Agreement or any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation Assignment and Assumptions, amendments or other modifications, Revolving Loan Notices, waivers and consents) 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 the Administrative Agent is under no obligation to agree to accept electronic

signatures in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to the procedures approved by it.

12.31 Entire Agreement. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

12.32 Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Solely to the extent any Lender or L/C Issuer that is an Affected Financial Institution is a party to this Agreement and notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Lender or L/C Issuer that is an Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of an applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any Lender or L/C Issuer that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable;

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of any applicable Resolution Authority.

12.33 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), each of the Borrowers and the Tribe acknowledges and agrees that: (i) (A) the arranging and other services regarding this Agreement provided by the Administrative Agent, the Collateral Trustee, the Arrangers, the L/C Issuers and the Lenders are arm's-length commercial transactions between the Tribe, the Borrowers and their respective Affiliates, on the one hand, and the Administrative Agent, the Collateral Trustee, the Arrangers, the L/C Issuers and the Lenders, on the other hand, (B) each of the Borrowers and the Tribe has consulted its own legal, accounting, regulatory and tax advisors to the extent it has

deemed appropriate, and (C) each of the Borrowers and the Tribe is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii) (A) the Administrative Agent, the Collateral Trustee, the Arrangers, the L/C Issuers and the Lenders each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Tribe, the Borrowers or any of their respective Affiliates, or any other Person in connection with the transactions contemplated hereby and by the other Loan Documents, and (B) neither the Administrative Agent, the Collateral Trustee, the Arrangers, the L/C Issuers nor any Lender has any obligation to the Tribe, the Borrowers or any of their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the Administrative Agent, the Collateral Trustee, the Arrangers, the L/C Issuers, the Lenders, and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Tribe, the Borrowers and their respective Affiliates, and neither the Administrative Agent, the Collateral Trustee, the Arrangers, the L/C Issuers, nor any Lender has any obligation to disclose any of such interests to the Tribe, the Borrowers or their respective Affiliates. To the fullest extent permitted by law, each of the Tribe and the Borrowers hereby waives and releases any claims that it may have against the Administrative Agent, the Collateral Trustee, the Arrangers, the L/C Issuers and the Lenders with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

12.34 Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Contracts or any other agreement or instrument that is a QFC (such support, "QFC Credit Support" and each such QFC a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York or of the United States or any other state of the United States):

(a) In the event a Covered Entity that is party to a Supported QFC (each, a "Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the

Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States.

(b) As used in this Section 12.34, the following terms have the following meanings:

"BHC Act Affiliate" of a party means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

"Covered Entity" means any of the following:

(i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"QFC" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

[Signature Pages Follow]

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

MOHEGAN TRIBAL GAMING AUTHORITY

By:_____
Name: Raymond Pineault
Title: Chief Executive Officer

MS DIGITAL ENTERTAINMENT HOLDINGS, LLC

By:_____
Name: Raymond Pineault
Title: Manager

THE MOHEGAN TRIBE OF INDIANS OF CONNECTICUT (for the limited purpose of joining the Tribal Provisions)

By:_____
Name: Ralph James Gessner, Jr.
Title: Chairman of the Tribal Council

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

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By:_____
Name: Raymond Pineault
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MS DIGITAL ENTERTAINMENT HOLDINGS, LLC

By:_____
Name: Raymond Pineault
Title: Manager

THE MOHEGAN TRIBE OF INDIANS OF CONNECTICUT (for the limited purpose of joining the Tribal Provisions)

By:_____
Name: Ralph James Gessner, Jr.
Title: Chairman of the Tribal Council

CITIBANK, N.A., as Administrative Agent

By: _____

Name: Christopher Albano

Title: Authorized Signatory

[Signature Page to Credit Agreement]

CITIBANK, N.A., as an L/C Issuer and a Revolving Lender

By: _____
Name: Christopher Albano
Authorized Signatory
Title: _____

[Signature Page to Credit Agreement]

FIFTH THIRD BANK, NATIONAL ASSOCIATION, as Swingline Lender, an L/C Issuer and a Revolving Lender

By: 

Name: Brook Miller
Title: Executive Director

DEUTSCHE BANK AG NEW YORK BRANCH, as an L/C Issuer and a Revolving Lender

By: _____
Name: Philip Tancorra
Title: Director

By: _____
Name: Suzan Onal
Title: Vice President

SUMITOMO MITSUI BANKING CORPORATION,
as an L/C Issuer and a Revolving Lender

By: _____
Name: Khrystyna Manko _____
Title: Director _____

BARCLAYS BANK PLC, as an L/C Issuer and a Revolving Lender

By: 
Name: Charlene Saldanha
Title: Director

GOLDMAN SACHS BANK USA, as an L/C Issuer
and a Revolving Lender

By: 
Name: Thomas Manning
Title: Authorized Signatory

TRUIST BANK, as an L/C Issuer and a Revolving Lender

By: Amanda Parks

Name: AmandaParks

Title: SVP

KEYBANK NATIONAL ASSOCIATION, as an L/C Issuer and a Revolving Lender

By: John J DeLong

Name: John J. DeLong
Title: Vice President

CITIZENS BANK, N.A., as an L/C Issuer and a Revolving Lender

By: _____
Name: David W. Stack
Title: Senior Vice President

ANNEX A

REVOLVING COMMITMENTS

Lender	Revolving Commitment
Citibank, N.A.	$33,000,000.00
Deutsche Bank AG New York Branch	$30,000,000.00
Sumitomo Mitsui Banking Corporation	$30,000,000.00
Barclays Bank PLC	$30,000,000.00
Goldman Sachs Bank USA	$27,000,000.00
Fifth Third Bank, National Association	$25,000,000.00
Truist Bank	$25,000,000.00
KeyBank National Association	$25,000,000.00
Citizens Bank, N.A.	$25,000,000.00
Total Revolving Commitments:	**$250,000,000.00**

Schedule 1.03

Persons/Entities/Contracts in Accordance with GAAP

None.

Schedule 2.03

Existing Letters of Credit

Letter of Credit #	Issuer	Beneficiary	Principal Amount	Issue Date	Expiration Date
S909726	Citizens Bank, N.A.	STATE OF CONNECTICUT	$170,000.00	1/29/2014	3/8/2026
S909737	Citizens Bank, N.A.	NATIONAL UNION FIRE INSURANCE	$188,167.00	2/7/2014	3/8/2026
S909739	Citizens Bank, N.A.	PENNSYLVANIA MANUFACTURERS' ASSOC. INS. CO.	$1,070,000.00	2/7/2014	3/8/2026
S909742	Citizens Bank, N.A.	PENNSYLVANIA HARNESS RACING	$38,000.00	2/10/2014	3/12/2026
S000572	Citizens Bank, N.A.	NEVADA GAMING CONTROL BOARD	$1,250,000.00	1/20/2022	1/19/2026
S200747	Goldman Sachs Bank USA	INCHEON INTERNATIONAL AIRPORT CORPORATION	$18,603,209.05	12/14/2023	8/24/2025
S201152	Goldman Sachs Bank USA	HANWHA CORPORATION	$4,462,362.50	11/26/2024	10/24/2025

Schedule 5.06

Mohegan Sun Real Property

Real Property owned by the Tribe

Amended and Restated Land Lease Property

A certain tract or parcel of land, together with the buildings and all other improvements thereon, situated on the southeasterly side of Sandy Desert Road, easterly of Connecticut Route No. 32, northeasterly of Crow Hill Road, westerly of Thames River and southerly of Trading Cove in the Town of Montville, County of New London and State of Connecticut and being more particularly shown and delineated on a certain map or plan entitled "SURVEY PLAN LAND OF UNITED STATES OF AMERICA IN TRUST FOR THE MOHEGAN TRIBE OF INDIANS OF CONNECTICUT LEASED TO MOHEGAN TRIBAL GAMING AUTHORITY PREPARED FOR THE MOHEGAN TRIBE OF INDIANS OF CONNECTICUT Located At Sandy Desert Road, Crow Hill Road and Mohegan Sun Boulevard Montville (Uncasville), Connecticut Date: September 24, 2013 Scale: 1" = 200' Project No: 200614 Sheet 1 of 1" Revised to 10/05/16 Prepared By The Mohegan Tribe CAD Document Control Department, which premises are more particularly bounded and described as follows:

Beginning at a point in the southeasterly line of land now or formerly of The Mohegan Tribe Of Indians Of Connecticut (southeasterly street line of Sandy Desert Road) at a northwesterly corner of the herein-described tract and on the dividing line between the herein-described tract and other land of The United States Of America In Trust For The Mohegan Tribe Of Indians Of Connecticut;

Thence running South 02° 41' 50" East for a distance of 322.32 feet to a point;

Thence running North 85° 24' 27" East for a distance of 304.00 feet to a point;

Thence running South 04° 35' 33" East for a distance of 254.69 feet to a point;

Thence running North 85° 28' 43" West for a distance of 52.08 feet to a point;

Thence running South 06° 35' 16" East for a distance of 190.41 feet to a point;

Thence running South 52° 42' 03" East for a distance of 63.49 feet to a point;

Thence running in a general southeasterly direction along the arc of a curve to the left with a radius of 400.00 feet, a central angle of 17° 33' 57" for a distance of 122.63 feet to a point;

Thence running South 70° 16' 00" East for a distance of 141.88 feet to a point;

Thence running in a general southeasterly direction along the arc of a curve to the right with a radius of 1240.00 feet, a central angle of 17° 06' 42" for a distance of 370.34 feet to a point;

Thence running South 53° 09' 17" East for a distance of 184.55 feet to a point;

Thence running in a general southeasterly direction along the arc of a curve to the left with a radius of 1150.00 feet, a central angle of 23° 37' 52" for a distance of 474.31 feet to a point;

Thence running South 76° 47' 09" East for a distance of 402.28 feet to a point;

Thence running in a general southeasterly direction along the arc of a curve to the right with a radius of 649.90 feet, a central angle of 30° 29' 57" for a distance of 345.95 feet to a point;

Thence running South 46° 17' 12" East for a distance of 137.84 feet to a point;

Thence running in a general southeasterly direction along the arc of a curve to the left with a radius of 350.09 feet, a central angle of 20° 44' 48" for a distance of 126.77 feet to a point;

Thence running South 67° 02' 00" East for a distance of 358.04 feet to a point;

Thence running in a general southeasterly direction along the arc of a curve to the left with a radius of 850.00 feet, a central angle of 11° 27' 44" for a distance of 170.05 feet to a point;

Thence running South 78° 29' 44" East for a distance of 290.02 feet to a point;

Thence running in a general southeasterly direction along the arc of a curve to the right with a radius of 649.90 feet, a central angle of 45° 11’ 01” for a distance of 512.51 feet to a point;

Thence running South 33° 18’ 27” East for a distance of 546.87 feet to a point;

Thence running in a general southeasterly direction along the arc of a curve to the left with a radius of 624.21 feet, a central angle of 07° 41’ 21” for a distance of 83.77 feet to the southerly corner of the herein described tract;

Thence running North 17° 46’ 50” West for a distance of 86.72 feet to a point;

Thence running North 15° 59’ 54” West for a distance of 69.57 feet to a point;

Thence running North 13° 09’ 20” West for a distance of 241.49 feet to a point;

Thence running North 08° 51’ 10” West for a distance of 99.13 feet to a point;

Thence running North 13° 11’ 22” West for a distance of 44.72 feet to a point;

Thence running North 06° 55’ 31” West for a distance of 44.45 feet to a point;

Thence running North 73° 35’ 41” East for a distance of 71.66 feet to a point;

Thence running North 73° 57’ 46” East for a distance of 48.45 feet to a concrete monument recovered, the last twenty-nine courses being bounded by other land of The United States Of America In Trust For The Mohegan Tribe Of Indians Of Connecticut;

Thence running North 75° 05’ 39’ East for a distance of 190.94 feet, bounded southeasterly in part by land now or formerly of The United States Of America In Trust For The Mohegan Tribe Of Indians Of Connecticut and in part by land now or formerly of Southeastern Connecticut Regional Resource Recovery Authority to a concrete monument recovered;

Thence running North 73° 18’ 39” East for a distance of 166.10 feet to an angle point;

Thence running North 75° 48’ 39” East for a distance of 241.15 feet to a point at Connecticut Grid Coordinates North 738813.29, East 1183036.66;

Thence continuing North 75° 48’ 39” East for a distance of 242.59 feet to the southeasterly corner of the herein described tract, said point lying in the southwesterly line of land now or formerly of Central Vermont Railway, Inc., the last three courses being bounded southeasterly by land now or formerly of Southeastern Connecticut Regional Resource Recovery Authority;

Thence running North 44° 36’ 07” West for a distance of 550.97 feet to a point;

Thence running in a general northwesterly direction along the arc of a curve to the left with a radius of 3100.09 feet, a central angle of 02° 45’ 25” for a distance of 149.17 feet to a point;

Thence running in a general northwesterly direction along the arc of a curve to the left with a radius of 3100.00 feet, a central angel of 04° 34’ 39” for a distance of 247.66 feet to a point;

Thence running North 51° 56’ 11” West for a distance of 150.00 feet to a point;

Thence running in a general northwesterly direction along the arc of a curve to the right with a radius of 1132.75 feet, a central angle of 37° 19’ 02” for a distance of 737.77 feet to a point;

Thence running in a general northerly direction along the arc of a curve to the right with a radius of 883.00 feet, a central angle of 38° 49’ 37” for a distance of 598.37 feet to a concrete monument recovered, the last six courses being bounded northeasterly and easterly by land now or formerly of Central Vermont Railway, Inc.;

Thence running North 45° 14’ 00” West for a distance of 35 feet, more or less, bounded northeasterly by land now or formerly of Central Vermont Railway, Inc. to a monument set in the tidal high water mark of Trading Cove;

Thence running in a general westerly direction along the high water line of Trading Cove for a distance of 3743 feet, more or less, to a point which is located North 06° 33’ 05” East 46.19 feet, more or less, from a rebar recovered at Connecticut Grid Coordinates North 741768.53, East 1179180.50;

Thence running South 73° 11' 16" West for a distance of 47.19 feet to a point;

Thence running North 67° 36' 12" West for a distance of 85.68 feet to a point;

Thence running South 85° 23' 15" West for a distance of 65.63 feet to a point;

Thence running North 53° 15' 03" West for a distance of 31.70 feet to a point;

Thence running South 80° 46' 00" West for a distance of 129.04 feet to a point;
Thence running South 66° 40' 04" West for a distance of 119.30 feet to a point;
Thence running South 30° 51' 05" West for a distance of 79.03 feet to a point;
Thence running South 21° 12' 37" West for a distance of 54.48 feet to a point;
Thence running South 30° 38' 48" West for a distance of 71.70 feet to a point;
Thence running South 54° 21' 53" West for a distance of 64.18 feet to a point;
Thence running South 84° 29' 14" West for a distance of 37.74 feet to a point;
Thence running South 70° 45' 03" West for a distance of 33.40 feet to a point;
Thence running South 85° 08' 37" West for a distance of 30.59 feet to other land of The United States Of America In Trust For The Mohegan Tribe Of Indians Of Connecticut, the last thirteen courses running by and along the high water line of Trading Cove and Trading Cove Brook;
Thence running South 19° 50' 46" East for a distance of 166.88 feet, more or less, to a magnetic nail set at Connecticut Grid Coordinates North 741387.23, East 1178541.75;
Thence running South 25° 52' 30" West for a distance of 93.15 feet to a point;
Thence running South 19° 16' 42" West for a distance of 88.89 feet to a point;
Thence running South 23° 30' 04" West for a distance of 25.54 feet to a point;
Thence running South 22° 56' 36" West for a distance of 86.75 feet to a point;
Thence running South 17° 49' 59" West for a distance of 17.42 feet to a point;
Thence running South 26° 13' 48" West for a distance of 10.39 feet to a point;
Thence running South 11° 12' 53" West for a distance of 175.67 feet to a point, said point lying in the northerly line of a traveled way known as "Sandy Desert Road", as shown on the hereinafter referenced plan, the last eight courses being bounded by other land of The United States Of America In Trust For The Mohegan Tribe Of Indians Of Connecticut;
Thence running North 87° 55' 48" East for a distance of 27.68 feet to a point;
Thence running North 02° 35' 12" West for a distance of 17.00 feet to a point;
Thence running North 87° 45' 34" East for a distance of 132.67 feet to a point;
Thence running North 89° 48' 34" East for a distance of 289.76 feet to a point;
Thence running North 88° 01 ' 34" East for a distance of 253.74 feet to a concrete monument with brass disk recovered;
Thence running South 07° 16' 42" West for a distance of 52.35 feet to a point;
Thence running South 88° 08' 28" West for a distance of 246.94 feet to a point;
Thence running South 89° 56' 24" West for a distance of 294.38 feet to the point and place of beginning, the last eight courses being bounded by other land of The United States Of America In Trust For The Mohegan Tribe Of Indians Of Connecticut and said Sandy Desert Road.

Said Lease Area Containing 196 acres, more or less.

Together with the non-exclusive right to pass and repass over that certain roadway known as Sandy Desert Road (which roadway leads from the westerly portion of the herein described property to Conn. Route #32 as shown on said map), as the same now exists or may hereafter be relocated, expanded or extended, including any extension thereof from the northwesterly portion of the herein described property to Conn. Route #32; and

Together with the non-exclusive right to pass and repass over that certain roadway known as Trading Cove Road (which roadway leads from the northwesterly portion of the herein described property to Conn. Route #32 as shown on said map), as the same now exists or may hereafter be relocated, expanded or extended; and

Together with the non-exclusive right to pass and repass over that certain roadway known as Mohegan Sun Boulevard, as the same now exists or may hereafter be relocated, expanded or extended, which roadway

leads from the southeasterly portion of the herein described property to Conn. Route #2A as shown on said map; and

Together with all rights, easements, hereditaments and appurtenances thereto appertaining and all right, title and interest, if any, in and to strips and gores adjoining said premises and in and to the land lying in the bed of any street or streets adjoining said premises.

EXCEPTING THEREFROM that certain piece or parcel of land together with the improvements thereon located, shown as:

Beginning at the northwesterly corner of the herein described Hotel Lease Area, said point having coordinates of North 741,349.56 feet, East 1,180,631.40 feet, as more particularly shown on the herein referenced survey plan;

Thence running S63° 51' 11"E by and along the edge of said Hotel Lease Area, for a distance of 46.84 feet to a point;

Thence running N06° 10' 48"E by and along the edge of said Hotel Lease Area, for a distance of 12.54 feet to a point;

Thence running S63° 42' 51"E by and along the edge of said Hotel Lease Area, for a distance of 20.58 feet to a point;

Thence running S66° 26' 35"E by and along the edge of said Hotel Lease Area, for a distance of 62.37 feet to a point;

Thence running S36° 06' 28"E by and along the edge of said Hotel Lease Area, for a distance of 40.95 feet to a point;

Thence running in a general southeasterly direction along the arc of a curve to the right having a central angle of 09º54’45”, a radius of 95.74’, a chord bearing of S66° 55' 39"E and a chord length of 16.54 feet, by and along the edge of said Hotel Lease Area, for a distance of 16.56 feet to a point;

Thence running S64° 30' 28"E by and along the edge of said Hotel Lease Area, for a distance of 33.30 feet to a point;

Thence running in a general southeasterly direction along the arc of a curve to the left having a central angle of 18º01’22” and a radius of 95.00’, a chord bearing of S76° 02' 54"E and a chord length of 29.76 feet, by and along the edge of said Hotel Lease Area, for a distance of 29.88 feet to a point;

Thence running S85° 03' 35"E by and along the edge of said Hotel Lease Area, for a distance of 11.66 feet to a point;

Thence running in a general southeasterly direction along the arc of a curve to the right having a central angle of 52º22’26” and a radius of 45.00’, a chord bearing of S58° 52' 23"E and a chord length of 39.72 feet, by and along the edge of said Hotel Lease Area, for a distance of 41.13 feet to a point;

Thence running in a general southeasterly direction along the arc of a curve to the right having a central angle of 39º05’07” and a radius of 68.00’, a chord bearing of S13° 08' 36"E and a chord length of 45.49 feet, by and along the edge of said Hotel Lease Area, for a distance of 46.39 feet to a point;

Thence running in a general southerly direction along the arc of a curve to the left having a central angle of 18º17’17” and a radius of 95.00’, a chord bearing of S02° 44' 41"E and a chord length of 30.19 feet, by and along the edge of said Hotel Lease Area, for a distance of 30.32 feet to a point;

Thence running S24° 22' 59"E by and along the edge of said Hotel Lease Area, for a distance of 26.59 feet to the southeasterly corner of the herein described lease area;

Thence running in a general northwesterly direction along the arc of a curve to the left having a central angle of 105º50’47” and a radius of 10.00’, a chord bearing of N83° 51' 50"W and a chord length of 15.96 feet, by and along the edge of said Hotel Lease Area, for a distance of 18.47 feet to a point;

Thence running in a general westerly direction along the arc of a curve to the right having a central angle of 81º53’24” and a radius of 88.00’, a chord bearing of S84° 09' 28"W and a chord length of 115.34 feet, by and along the edge of said Hotel Lease Area, for a distance of 125.77 feet to a point;

Thence running S56° 38' 55"W by and along the edge of said Hotel Lease Area, for a distance of 80.16 feet to a point having coordinates of North 741,071.96 feet, East 1,180,719.52 feet;

Thence running N53° 49' 12"W by and along the edge of said Hotel Lease Area, for a distance of 135.67 feet to a point having coordinates of North 741,152.05 feet, East 1,180,610.01 feet;

Thence running N06° 10' 48"E by and along the edge of said Hotel Lease Area, for a distance of 198.67 feet to the point and place of beginning;

Said Hotel Lease Area being bounded on all sides by other land of the United States of America In Trust For The Mohegan Tribe of Indians of Connecticut (Leased to The Mohegan Tribal Gaming Authority) ("Tribe's Other Land");

Said Hotel Lease Area contains 1.21 acres, more or less (52,764 square feet, more or less), and is more particularly shown as "HOTEL LEASE AREA" on a survey plan entitled: "**Mohegan Hotel Lease Area Mohegan Tribe of Indians of Connecticut Mohegan Sun Resort Casino" 1 Mohegan Sun Boulevard Uncasville (Montville), Connecticut" Date: 01/28/2015 Scale: 1'=20', Project # 2014-051. Prepared By The Mohegan Tribe, CAD/GIS Document Control Department.**

Together with the non-exclusive right to use on, over and across the Tribe's Other Land the public access roads (including Mohegan Sun Boulevard and Cove Road) and public parking areas in common with others (and subject to the rules and regulatory requirements of the Tribe or its designee) on the Tribe's Other Land to serve the HOTEL LEASE AREA, together with the right to construct, install, maintain, repair, replace, use and operate the "PROPOSED VALET DRIVEWAY", the "PROPOSED HOTEL LOADING DOCK", and the "PROPOSED HOTEL CONNECTOR TO WINTER ENTRANCE" all as shown on the aforesaid survey plan, provided, however, that such driveway, loading dock and connector shall be subject to relocation at any time and from time to time by the Tribe or its designee as the Tribe may require, so long as such relocation does not unreasonably interfere with the use of the HOTEL LEASE AREA for its intended purposes; and

Together with the non-exclusive right to use and operate in, on, over and across the Tribe's Other Land the utilities lines serving the Tribe's Other Land to serve the HOTEL LEASE AREA, together with the non-exclusive right to construct, install, maintain, repair, replace, use and operate, in, on , over and across the Tribe's Other Land such electric power, water, sanitary and storm sewer, and other utilities serving the HOTEL LEASE AREA, all as shown on the plans and specifications for the construction of the Hotel delivered to and approved by the Tribe and subject to the regulatory requirements of the Tribe, provided, however, that such utilities shall be subject to relocation at any time and from time to time by the Tribe or its designee as the Tribe may require, so long as such relocation does not unreasonably interfere with the use of the HOTEL LEASE AREA for its intended purposes.

Earth Hotel Sublease Property

That certain piece or parcel of land together with the improvements thereon located, shown as:

Beginning at the northwesterly corner of the herein described Hotel Lease Area, said point having coordinates of North 741,349.56 feet, East 1,180,631.40 feet, as more particularly shown on the herein referenced survey plan;

Thence running S63° 51' 11"E by and along the edge of said Hotel Lease Area, for a distance of 46.84 feet to a point;

Thence running N06° 10' 48"E by and along the edge of said Hotel Lease Area, for a distance of 12.54 feet to a point;

Thence running S63° 42' 51"E by and along the edge of said Hotel Lease Area, for a distance of 20.58 feet to a point;

Thence running S66° 26' 35"E by and along the edge of said Hotel Lease Area, for a distance of 62.37 feet to a point;

Thence running S36° 06' 28"E by and along the edge of said Hotel Lease Area, for a distance of 40.95 feet to a point;

Thence running in a general southeasterly direction along the arc of a curve to the right having a central angle of 09º54'45", a radius of 95.74', a chord bearing of S66° 55' 39"E and a chord length of 16.54 feet, by and along the edge of said Hotel Lease Area, for a distance of 16.56 feet to a point;

Thence running S64° 30' 28"E by and along the edge of said Hotel Lease Area, for a distance of 33.30 feet to a point;

Thence running in a general southeasterly direction along the arc of a curve to the left having a central angle of 18º01'22" and a radius of 95.00', a chord bearing of S76° 02' 54"E and a chord length of 29.76 feet, by and along the edge of said Hotel Lease Area, for a distance of 29.88 feet to a point;

Thence running S85° 03' 35"E by and along the edge of said Hotel Lease Area, for a distance of 11.66 feet to a point;

Thence running in a general southeasterly direction along the arc of a curve to the right having a central angle of 52º22'26" and a radius of 45.00', a chord bearing of S58° 52' 23"E and a chord length of 39.72 feet, by and along the edge of said Hotel Lease Area, for a distance of 41.13 feet to a point;

Thence running in a general southeasterly direction along the arc of a curve to the right having a central angle of 39º05'07" and a radius of 68.00', a chord bearing of S13° 08' 36"E and a chord length of 45.49 feet, by and along the edge of said Hotel Lease Area, for a distance of 46.39 feet to a point;

Thence running in a general southerly direction along the arc of a curve to the left having a central angle of 18º17'17" and a radius of 95.00', a chord bearing of S02° 44' 41"E and a chord length of 30.19 feet, by and along the edge of said Hotel Lease Area, for a distance of 30.32 feet to a point;

Thence running S24° 22' 59"E by and along the edge of said Hotel Lease Area, for a distance of 26.59 feet to the southeasterly corner of the herein described lease area;

Thence running in a general northwesterly direction along the arc of a curve to the left having a central angle of 105º50'47" and a radius of 10.00', a chord bearing of N83° 51' 50"W and a chord length of 15.96 feet, by and along the edge of said Hotel Lease Area, for a distance of 18.47 feet to a point;

Thence running in a general westerly direction along the arc of a curve to the right having a central angle of 81º53'24" and a radius of 88.00', a chord bearing of S84° 09' 28"W and a chord length of 115.34 feet, by and along the edge of said Hotel Lease Area, for a distance of 125.77 feet to a point;

Thence running S56° 38' 55"W by and along the edge of said Hotel Lease Area, for a distance of 80.16 feet to a point having coordinates of North 741,071.96 feet, East 1,180,719.52 feet;

Thence running N53° 49' 12"W by and along the edge of said Hotel Lease Area, for a distance of 135.67 feet to a point having coordinates of North 741,152.05 feet, East 1,180,610.01 feet;

Thence running N06° 10' 48"E by and along the edge of said Hotel Lease Area, for a distance of 198.67 feet to the point and place of beginning;

Said Hotel Lease Area being bounded on all sides by other land of the United States of America In Trust For The Mohegan Tribe of Indians of Connecticut (Leased to The Mohegan Tribal Gaming Authority) ("Tribe's Other Land");

Said Hotel Lease Area contains 1.21 acres, more or less (52,764 square feet, more or less), and is more particularly shown as "HOTEL LEASE AREA" on a survey plan entitled: "**Mohegan Hotel Lease Area Mohegan Tribe of Indians of Connecticut Mohegan Sun Resort Casino" 1 Mohegan Sun Boulevard Uncasville (Montville), Connecticut" Date: 01/28/2015 Scale: 1'=20', Project # 2014-051. Prepared By The Mohegan Tribe, CAD/GIS Document Control Department.**

Together with the non-exclusive right to use on, over and across the Tribe's Other Land the public access roads (including Mohegan Sun Boulevard and Cove Road) and public parking areas in common with others (and subject to the rules and regulatory requirements of the Tribe or its designee) on the Tribe's Other Land to serve the HOTEL LEASE AREA, together with the right to construct, install, maintain, repair, replace, use and operate the "PROPOSED VALET DRIVEWAY", the "PROPOSED HOTEL

LOADING DOCK", and the "PROPOSED HOTEL CONNECTOR TO WINTER ENTRANCE" all as shown on the aforesaid survey plan, provided, however, that such driveway, loading dock and connector shall be subject to relocation at any time and from time to time by the Tribe or its designee as the Tribe may require, so long as such relocation does not unreasonably interfere with the use of the HOTEL LEASE AREA for its intended purposes; and

Together with the non-exclusive right to use and operate in, on, over and across the Tribe's Other Land the utilities lines serving the Tribe's Other Land to serve the HOTEL LEASE AREA, together with the non-exclusive right to construct, install, maintain, repair, replace, use and operate, in, on , over and across the Tribe's Other Land such electric power, water, sanitary and storm sewer, and other utilities serving the HOTEL LEASE AREA, all as shown on the plans and specifications for the construction of the Hotel delivered to and approved by the Tribe and subject to the regulatory requirements of the Tribe, provided, however, that such utilities shall be subject to relocation at any time and from time to time by the Tribe or its designee as the Tribe may require, so long as such relocation does not unreasonably interfere with the use of the HOTEL LEASE AREA for its intended purposes.

Real Property Leasehold Estates held by Borrower from the Tribe

1) Amended and Restated Land Lease, dated as of October 14, 2016, between The Mohegan Tribe of Indians of Connecticut, a federally recognized Indian tribe, and the Mohegan Tribal Gaming Authority (the "Authority"), an instrumentality of the Tribe. Under this long-term lease, the Authority is required to pay to the Tribe a nominal annual rental fee. The lease has an initial term of 25 years and is renewable for an additional 25 year term upon expiration.

The Tribe, through the Mohegan Tribal Finance Authority, a single purpose instrumentality of the Tribe, has entered into a sublease agreement with the Borrower to sublease the Earth Hotel and related improvements, as well as the hotel site, to the Borrower to operate the hotel pursuant to a Sublease dated as of February 1, 2015, but made effective as of March 5, 2015.

Schedule 6.06

Litigation

None.

Schedule 6.08A

Pocono Real Property

OWNED REAL PROPERTY

Downs Racing, L.P.
Luzerne County, Pennsylvania

FIRST DESCRIBED

All that certain lot, piece or parcel of land located in the Township of Plains, County of Luzerne and Commonwealth of Pennsylvania and shown as Lot R-1 on a plan entitled, "Mohegan Sun at Pocono Downs Major Subdivision", prepared by David Standinger, PA P.L.S. #SU075046, of Clough, Harbor & Associates, LLP, Project No. 16293, dated June 5, 2007, revised on June 14, 2007" and recorded in the Luzerne County Recorder of Deeds Office in Map Book 197, page 13, being more particularly bounded and described as follows:

Beginning at a point in the westerly line of State Route 315 at the southeasterly corner of lands now or formerly of the Pennsylvania Power and Light Company as described in Luzerne County Deed Book 1600, Page 329, said point being the northeasterly corner of Lot R-1 as shown on a subdivision plan entitled "Mohegan Sun at Pocono Downs Major Subdivision" and being recorded in the Luzerne County Recorder of Deeds Office in Map Book 197, page 13;

Thence along the westerly line of State Route 315 the following thirty-six (36) courses and distances:

1. South 62° 56' 11" West, a distance of 244.67 feet to a point;
2. North 27° 03' 49" West, a distance of 5.00 feet to a point;
3. South 62° 56' 11" West, a distance of 200.00 feet to a point;
4. South 27° 03' 49" East, a distance of 15.00 feet to a point;
5. South 62° 56' 11" West, a distance of 100.00 feet to a point;
6. North 60° 38' 45" West, a distance of 23.97 feet to a point;
7. South 62° 11' 51" West, a distance of 50.03 feet to a point;
8. South 51° 19' 32" West, a distance of 90.86 feet to a point of curvature;
9. Along a curve to the left having a radius of 2909.79 feet, a distance of 1148.31 feet, the same having a chord bearing of South 48° 38' 31" West and a distance of 1140.87 feet to a point;
10. South 37° 20' 11" West, a distance of 169.45 feet to a point;
11. South 31° 37' 33” West, a distance of 50.25 feet to a point;
12. South 37° 20' 11" West, a distance of 300.00 feet to a point;
13. North 52° 39' 49" West, a distance of 5.00 feet to a point;
14. South 37° 20' 11" West, a distance of 200.00 feet to a point;
15. North 52° 39' 49" West, a distance of 5.00 feet to a point;
16. South 37° 20' 11" West, a distance of 150.00 feet to a point;
17. South 52° 39' 49" East, a distance of 5.00 feet to a point;
18. South 37° 20' 11" West, a distance of 150.00 feet to a point;
19. South 52° 39' 49" East, a distance of 5.00 feet to a point;
20. South 37° 20' 11" West, a distance of 100.00 feet to a point;
21. North 52° 39' 49" West, a distance of 30.00 feet to a point;
22. South 37° 20' 11" West, a distance of 150.00 feet to a point;
23. South 52° 39' 49" East, a distance of 10.00 feet to a point;

24. South 37° 20' 11" West, a distance of 100.00 feet to a point;
25. South 52° 39' 49" East, a distance of 5.00 feet to a point;
26. South 37° 20' 11" West, a distance of 150.00 feet to a point;
27. South 52° 39' 49" East, a distance of 10.00 feet to a point;
28. South 37° 20' 11" West, a distance of 100.00 feet to a point;
29. North 52° 39' 49" West, a distance of 10.00 feet to a point;
30. South 37° 20' 11" West, a distance of 100.00 feet to a point;
31. South 52° 39' 49" East, a distance of 15.00 feet to a point;
32. South 37° 20' 11" West, a distance of 50.00 feet to a point;
33. South 48° 38' 47" West; a distance of 50.99 feet to a point;
34. South 37° 20' 11" West, a distance of 50.00 feet to a point;
35. South 31° 37' 33" West, a distance of 50.25 feet to a point;
36. Thence, South 37° 20' 11" West, continuing in the westerly line of SR 315, a distance of 38.93 feet to point at the northerly corner of lands now or formerly of John L. and Gail M. Popple;

Thence along said lands the following four (4) courses and distances:
1. North 62° 45' 00" West, a distance of 371.41 feet to a point;
2. North 40° 09' 34" East, a distance of 498.62 feet to a point;
3. North 61° 00' 20" West, a distance of 193.66 feet to a point;
4. South 40° 09' 40" West, a distance of 310.90 feet to a point;

Thence continuing along said lands of Popple and lands now or formerly of the Woodcrest Community Association the following four (4) courses and distances:

1. Thence, North 66° 25' 45" West, a distance of 1113.29 feet to a point;
2. Thence, South 17° 43' 18" West, a distance of 152.23 feet (incorrectly labeled on subdivision plan as South 17° 35' 00" West, 155.40 feet) to a point;
3. Thence, South 04° 47' 42" East, a distance of 117.32 feet (incorrectly labeled on said subdivision plan as South 04° 56' 00" East, 117.32 feet) to a point;
4. Thence, South 50° 54' 48" West, a distance of 23.39 feet (incorrectly labeled on said subdivision plan as South 50° 46’ 30" West, 23.57 feet) to a point of non-tangent curvature in the northerly line of East Main Street (State Route 2020);

Thence along the northerly line of East Main Street (State Route 2020), along a curve to the left having a radius of 546.67 feet, a distance of 264.67 feet, the same having a chord bearing of North 62° 45' 02" West and a distance of 262.09 (incorrectly labeled on said subdivision plan as radius of 546.67, a distance of 266.16 feet, the same having a chord of North 62° 46’ 48" West, a distance of 263.53 feet) to a point at the southeasterly corner of lands now or formerly of the Society for Prevention of Cruelty to Animals of Luzerne County;

Thence along said lands the following four (4) courses and distances:

1. North 11° 28' 57" East, a distance of 105.13 feet to an iron pin (incorrectly labeled on said subdivision plan as North 11° 22' 01" East, a distance of 108.46 feet);
2. North 59° 37' 54" West, a distance of 105.70 feet to a point;
3. North 66° 25' 17" West; a distance of 386.28 feet to an iron pin;
4. South 44° 20' 43" West, a distance of 13.36 feet to an iron pin at the northeasterly corner of lands now of formerly of Michael and Patricia Boncheck;

Thence along said lands North 66° 25' 17" West, a distance of 25.32 feet to an iron pin;

Thence continuing along said lands of Boncheck and lands now or formerly of Robert Haduck, Michael and Margaret Burko, Edmund and Shirley Czachor, Richard and Debbie Pokrifka, Eugene and Theresa Sindaco and Hugh Tracy, North 80° 34' 17" West, a distance of 682.08 feet to iron pipe at the northeasterly corner of lands now or formerly of William and Mary Gurka;

Thence along said Gurka lands, North 77° 16' 17" West, a distance of 292.17 feet to an iron pipe at the southeasterly corner of lands now or formerly of the Pennsylvania Power and Light Company;

Thence along said lands of the Pennsylvania Power and Light Company, North 29° 03' 01" East, a distance of 945.92 feet to the common corner of Lots R-1 and R-2 as shown on a subdivision plan entitled "Mohegan Sun at Pocono Downs Major Subdivision" as recorded in the Luzerne County Recorder of Deeds Office in Map Book 197, page 13;

Thence along the dividing line of said Lots R-1 and R-2 the following eleven (11) courses and distances:

1. North 03° 15' 22" East, a distance of 457.33 feet to a point;
2. North 63° 15' 22" East, a distance of 738.62 feet to a point;
3. North 65° 28' 10" East, a distance of 556.74 feet to a point;
4. South 27° 30' 51" East, a distance of 356.37 feet to a point;
5. South 04° 39' 49" West, a distance of 207.00 feet to a point;
6. South 56° 44' 38" East, a distance of 133.24 feet to a point;
7. North 51° 52' 38" East, a distance of 619.95 feet to a point;
8. South 67° 40' 21" East, a distance of 341.30 feet to a point (incorrectly labeled on said subdivision plan as South 67° 40' 21" East, a distance of 339.30 feet);
9. North 54° 24' 29" East, a distance of 562.17 feet to a point;
10. North 22° 51' 25" West, a distance of 554.38 feet to a point;
11. North 39° 28' 56" East, a distance of 1107.75 feet to a point in the southerly line of Union Street at the southwesterly corner of lands now or formerly of Christopher and Constance Bogumil;

Thence along said lands the following two (2) courses and distances:

1. South 61° 00' 20" East, a distance of 193.00 feet to a point;
2. North 28° 59' 40" East, a distance of 75.00 to a point in line of lands now or formerly of John and Jane Corcoran;

Thence along said lands of Corcoran, lands now or formerly of David and Judith Nat and American Asphalt Paving Company, South 61° 00' 20" East, a distance of 1968.94 feet to an iron pin in line of lands now or formerly of the Greater Wilkes-Barre Industrial Fund, Inc.;

Thence crossing a Pennsylvania Power and Light Company right of way, South 46° 40' 40" West, a distance of 397.50 feet to an iron pin at the northwesterly corner of lands now or formerly of the Pennsylvania Power and Light Company;

Thence along said lands, South 43° 24' 17" East, a distance of 674.72 feet to the point of beginning.

Containing 266.822 acres of land, more or less.

First Described being Tax Parcel Identification Nos. G11-00A-01A and G11-00A-01A-100.

The above described parcel includes the surface rights only over those portions of the land described as follows:

Parcel One:

Beginning at the Northeasterly corner of lands now or formerly of the Pennsylvania Power and Light Company as described in Luzerne County Deed Book 1499, page 642, said corner being in the line of lands of Mill Creek Land, Inc.; thence through the lands of Mill Creek Land, Inc. the following seven (7) courses and distances: (1) North 03° 15' 22" East, 457.33 feet to a point; (2) North 63° 15' 22" East 738.62 feet to a point; (3) North 65° 28' 10" East, 556.74 feet to a point; (4) South 27° 30' 51" East, 356.37 feet to a point; (5) South 04° 39' 49" West, 207.00 feet to a point; (6) South 56° 44' 38" East, 133.24 feet to a point; (7) North 51° 52' 38" East, 418.45 feet (incorrectly labeled on the Final Subdivision Plan recorded in Luzerne County Map Book 197, page 13 as 619.95 feet) to a point in the dividing lands of said Mill Creek Land, Inc., and lands now or formerly of Anthracite Racing, Inc. as described in Luzerne County Deed Book 1517, page 91; thence along said dividing line the following five (5) courses and distances: (1) South 07° 18' 53" West, 405.62 feet (incorrectly labeled on the Final Subdivision Plan recorded in Luzerne County Map Book 197, page 13 as 408.28 feet) to a point; (2) South 68° 51' 44" West, 217.36 feet to a point; (3) South 80° 57' 05" West, 700.04 feet to a point; (4) South 76° 51' 05" West, 182.56 feet to a point; (5) South 03° 07' 21" West, 402.24 feet to a point in line of lands now or formerly of Pocono Downs, Inc. as described in Luzerne County Deed Book 1982, page 121; thence along said lands and lands now or formerly of Pocono Downs, Inc. as described in Luzerne County Deed Book 2159, page 1050, North 61° 04' 28" West, 725.62 feet to the point of beginning.

Containing 1,166,771 square feet or 26.79 acres of land more or less.

Parcel Two:

All that certain lot, piece or parcel of land situate in the Township of Plains, County of Luzerne and Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at a point in the dividing line of Mill Creek Land, Inc. as described in Luzerne County Deed Book 2111, page 21 and lands now or formerly of Anthracite Racing, Inc. as described in Luzerne County Deed Book 1517, page 91; thence along said dividing line the following two (2) courses and distances: (1) South 54° 24' 29" West, 178.86 feet to a point; (2) North 56° 41' 37" West, 304.88 feet to a point; thence through the lands of Mill Creek Land, Inc. the following two (2) courses and distances: (1) North 51° 52' 38" East, 107.46 feet to a point; (2) South 67° 40' 21" East, 341.30 feet to the point of beginning.

Containing 41,390 square feet or 0.95 acres of land more or less.

EXCEPTING THEREFROM all that certain property conveyed to The Society for the Prevention of Cruelty to Animals of Luzerne County, by Deed from Downs Racing, L.P., a Pennsylvania limited partnership, dated February 29, 2012 and recorded March 7, 2012 in Record Book 3012, page 37129, more particularly described as follows:

All that certain lot, piece, parcel or tract of land, situate, lying and being in the Township of Plains, County of Luzerne and Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at a set iron pin, said pin being located on the Southerly property line of lands of Downs Racing, L.P. and also being the Northwest property corner of lands now or formerly of Pennsylvania Power and Light Company;

Thence along lands of Downs Racing, L.P. North 66° 25' 18" West a distance of 386.28 feet to a point;

Thence through lands of Downs Racing, L.P. North 44° 20' 43" East a distance of 37.03 feet to a set iron pin;

Thence continuing through lands of Downs Racing, LP. South 74° 32' 07" East a distance of 358.23 feet to a set iron pin;

Thence still through the same South 11° 19' 13" West a distance of 87.17 feet, which is the point of beginning;

Containing an area of 22,261 sq. ft. or 0.51 acres.

Being the "Lands to be Conveyed to the SPCA Lot 2" as shown on Page 2 of the plan entitled “Downs Racing, L.P. - Minor Subdivision”, prepared by HSS Land Surveying Services, LLC, Bloomsburg, PA; dated June 2, 2011, revised July 28, 2011, and recorded on September 19, 2011 in the Office of Recorder of Deeds in and for Luzerne County at Instrument Number 5983120 in Map Book 246, page 2.

ALSO EXCEPTING THEREFROM that certain property conveyed from Downs Racing, L.P. to Downs Racing, L.P., dated July 13, 2012 and recorded July 17, 2012 in Record Book 3012, page 120775, bounded and described as follows:

All that certain lot, piece or parcel of land situated in Plains Township, County of Luzerne, and Commonwealth of Pennsylvania more specifically bounded and described as follows:

Commencing at a point, said point being the southwesterly property corner of lands of Downs Racing, LP and also being the northerly property corner of lands now or formerly of William and Mary Gurka and also being the easterly property corner of lands now or formerly of Pocono Downs, Inc.
Thence from said point through lands of Downs Racing, L.P. North 63° 47' 24" East a distance of 991.57 feet to a point, which is the point of beginning;
Beginning at the point of beginning and through lands of Downs Racing, LP the following ten (10) courses and distances:

THENCE North 33° 30' 50" East a distance of 363.59 feet to a point;

THENCE South 56° 29' 10" East a distance of 34.93 feet to a point;

THENCE North 63° 30' 35" East a distance of 110.90 feet to a point;

THENCE South 26° 29' 10" East a distance of 33.83 feet to a point;

THENCE South 03° 46' 27" West a distance of 36.71 feet to a point;

THENCE South 56° 29' 10" East a distance of 35.95 feet to a point;

THENCE South 03° 30' 50" West a distance of 45.99 feet to a point;

THENCE South 56° 29' 10" East a distance of 65.68 feet to a point;

THENCE South 33° 30' 50" West a distance of 371.02 feet to a point;

THENCE North 56° 29' 10" West a distance of 262.50 feet to a point which is the point of beginning;

CONTAINING an area of 104,637 sq. ft. or 2.40 acres;

BEING the “LEASE AREA 104,637 SQ. FT. OR 2.40 ACRES” as depicted on that certain plan entitled “Downs Racing, L.P. - Minor Subdivision”, prepared by HSS Land Surveying Services, LLC, Bloomsburg, PA, dated June 2, 2011, revised July 28, 2011 and recorded on September 19, 2011 in the Office of Recorder of Deeds for Luzerne County at Map Book 246, Page 2.

For the corrected tie line from the boundary to the “POB LEASE AREA”, reference is hereby made to a plan entitled: "Plan of Property To Be Leased to Downs Lodging, LLC - Lands of Downs Racing, L.P. Part of Tax ID. G11-B00A-L01A Deed Book 3008 Page 80905 Plains Township Luzerne County Pennsylvania - Prepared By: HSS Land Surveying Services, LLC 6015 Columbia Boulevard Bloomsburg, PA 17815 Date: July 9, 2012 Drawn By: EAS Check By: RJH Dwg. No. 2009-117 Sheet 1 of 1”, recorded in the Office of Recorder of Deeds for Luzerne County in Map Book 255, page 44.

Being the same property conveyed to Downs Racing, L.P., a Pennsylvania limited partnership, by Deed from Downs Racing, L.P., a Pennsylvania limited partnership, dated July 13, 2012 and recorded July 17, 2012 in Record Book 3012, page 120782.

Also being the remaining and/or residual lands of Downs Racing, L.P. identified and depicted on that certain plan entitled "Downs Racing, L.P. - Minor Subdivision", prepared by HSS Land Surveying Services, LLC, Bloomsburg, PA; dated June 2, 2011, revised July 28, 2011, and recorded on September 19, 2011 in the Office of Recorder of Deeds in and for Luzerne County at Instrument Number 5983120 in Map Book 246, page 2.

SECOND DESCRIBED

All that certain piece, parcel or plot of land situate in the Township of Plains, County of Luzerne and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

Beginning at a point on the Easterly side of State Route 315, said corner also being on the dividing line of Lots No. 7 and 8, certified Township of Plains;
Thence along State Route 315 the following fifteen (15) courses and distances:

1. North 37° 20' 20" East 42.20 feet to a corner;
2. South 52° 39' 49" East 5.00 feet to a corner;
3. North 37° 20' 11" East 150.00 feet to a corner;
4. South 52° 39' 49" East 5.00 feet to a corner;
5. North 37° 20' 11" East 100.00 feet to a corner;
6. North 52° 39' 49" West 5.00 feet to a corner;
7. North 37° 20' 11" East 100.00 feet to a corner;
8. North 52° 39' 49" West 15.00 feet to a corner;
9. North 37° 20' 11" East 450.00 feet to a corner;
10. South 52° 39' 49" East 55.00 feet to a corner;
11. North 37° 20' 11" East 100.00 feet to a corner;
12. South 52° 39' 49" East 10.00 feet to a corner;
13. North 37° 20' 11" East 150.00 feet to a corner;
14. North 52° 39' 49" West 65.00 feet to a corner;
15. North 37° 20' 11" East 364.07 feet to a corner;

Thence South 61° 00' 20" East 487.21 feet to a corner on the Westerly side of Interstate Route 81;

Thence along Interstate Route 81 the following seven (7) courses and distances:

1. South 36° 34' 00 West 472.00 feet to a corner;
2. North 53° 26' 00" West 50.00 feet to a corner;
3. South 36° 34' 00" West 200.00 feet to a corner;
4. South 53° 26' 00" East 110.00 feet to a corner;
5. South 36° 34' 00" West 113.00 feet to a corner;
6. North 53° 26' 00" West 60.00 feet to a corner;
7. South 36° 34' 00" West 670.00 feet to a corner on the dividing line of Lots 7 and 8, certified Township of Pittston;

Thence along the said dividing line North 61° 00' 20" West 496.86 feet to the Easterly side of State Route 315 and the place of beginning.

THIRD DESCRIBED

All that certain piece, parcel or plot of land situate in the Township of Plains, County of Luzerne and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

Beginning at a point on the Southerly side of Fox Hill Road, said corner being common to the Northwesterly corner of lands conveyed to now or formerly Anthony Falandys;

Thence along said lands South 38° 51' 00" West 282.19 feet to a corner on the dividing line of certified Lots 9 and 10, certified Plains Township;

Thence along said line North 61° 11' 00" West 534.65 feet to a corner on the Easterly side of First Street; Thence along First Street North 18° 00' 00" East 222.22 feet to a corner on the Southerly side of Fox Hill Road;

Thence along Fox Hill Road the following three (3) courses and distances:

1. South 79° 19' 21" East 266.93 feet to a corner;
2. Along a curve to the right having a radius of 496.67 feet for an arc length of 340.75 feet to a corner;
3. South 40° 00' 50" East 40.60 feet to a corner and the place of beginning.

Second Described and Third Described being Tax Parcel Identification No. G11-00A-01C.

FOURTH DESCRIBED

All that certain lot, piece or parcel of land situated in Plains Township, County of Luzerne, and Commonwealth of Pennsylvania more specifically bounded and described as follows:

Commencing at a point, said point being the southwesterly property corner of lands of Downs Racing, LP and also being the northerly property corner of lands now or formerly of William and Mary Gurka and also being the easterly property corner of lands now or formerly of Pocono Downs, Inc.

Thence from said point through lands of Downs Racing, L.P. North 63° 47' 24" East a distance of 991.57 feet to a point, which is the point of beginning;
Beginning at the point of beginning and through lands of Downs Racing, LP the following ten (10) courses and distances:

THENCE North 33°30'50" East a distance of 363.59 feet to a point;

THENCE South 56°29'10" East a distance of 34.93 feet to a point;

THENCE North 63° 30' 35" East a distance of 110.90 feet to a point;

THENCE South 26° 29' 10" East a distance of 33.83 feet to a point;

THENCE South 03° 46' 27" West a distance of 36.71 feet to a point;

THENCE South 56° 29' 10" East a distance of 35.95 feet to a point;

THENCE South 03° 30' 50" West a distance of 45.99 feet to a point;

THENCE South 56° 29' 10" East a distance of 65.68 feet to a point;

THENCE South 33° 30' 50" West a distance of 371.02 feet to a point;

THENCE North 56° 29' 10" West a distance of 262.50 feet to a point which is the point of beginning;

CONTAINING an area of 104,637 sq. ft. or 2.40 acres;

BEING the "LEASE AREA 104,637 SQ. FT. OR 2.40 ACRES" as depicted on that certain plan entitled "Downs Racing, L.P. - Minor Subdivision", prepared by HSS Land Surveying Services, LLC, Bloomsburg, PA, dated June 2, 2011, revised July 28, 2011 and recorded on September 19, 2011 in the Office of Recorder of Deeds for Luzerne County at Map Book 246, Page 2.

For the corrected tie line from the boundary to the "POB LEASE AREA", reference is hereby made to a plan entitled: "Plan of Property To Be Leased to Downs Lodging, LLC - Lands of Downs Racing, L.P. Part of Tax ID. G11-B00A-L01A Deed Book 3008 Page 80905 Plains Township Luzerne County Pennsylvania - Prepared By: HSS Land Surveying Services, LLC 6015 Columbia Boulevard Bloomsburg, PA 17815 Date: July 9, 2012 Drawn By: EAS Check By: RJH Dwg. No. 2009-117 Sheet 1 of 1", recorded in the Office of Recorder of Deeds for Luzerne County in Map Book 255, page 44.

Being Tax Parcel No. G11-00A-01D.

Together with all rights and obligations as set forth in Declaration of Easements for Access, Parking and Utilities by Downs Racing, L.P., dated July 11, 2012, but made effective July 16, 2012, and recorded July 17, 2012 in Record Book 3012, page 120843.

Together with the rights and obligations set forth in Declaration of Covenants and Agreements by and between Downs Racing, L.P. and Downs Lodging, LLC, dated July 11, 2012, but made effective July 16, 2012, and recorded July 17, 2012 in Record Book 3012, page 120878.

Fee Title to Fourth Described is vested in Downs Racing, L.P., a Pennsylvania limited partnership, by Deed from Downs Racing, L.P., a Pennsylvania limited partnership, dated July 13, 2012 and recorded July 17, 2012 in Record Book 3012, page 120775.

Downs Racing, L.P.
Lehigh County, Pennsylvania

All that certain tract of land situate on the North side of State Route No. 1003 known as "Airport Road", as shown on the ALTA/ACSM Land Title Survey plan dated January 17, 2005 prepared by Stackhouse Bensinger, Inc. of Sinking Spring, Pennsylvania, situate in the Township of Hanover, County of Lehigh, Commonwealth of Pennsylvania, being more fully bounded and described as follows:

Beginning at a point on the center line of Airport Road, known as Department of Highway Station 45+78.74 (L.R. 39031) (S.R. 1003), said point being the southwesternmost corner of the herein described parcel of land;

thence extending in a northwesterly direction crossing said Airport Road and along the easterly property line of land belonging to now or late SCI Pennsylvania Funeral Services, Inc. on a line bearing North 06°28' 29" West passing through a steel pin in concrete on the northern right of way line of Airport Road at a distance of 56.46 feet from the last described corner, a total distance of 820.16 feet to a concrete monument;

thence extending in a northeasterly direction along the southerly property line of land now or late of John Witko, on a line bearing North 83° 17' 26" East a distance of 682.95 feet to a point on the North right of way line of Township Road No. T-635A known as "Steelstone Road", 60 feet wide;

thence extending in a southwesterly direction along the northern right of way line of Steelstone Road on a line bearing South 46° 22' 30" West a distance of 183.00 feet to a point on the East right of way line of Downs Drive;

thence extending in a southeasterly direction along the East right of way line of Downs Drive on a line bearing South 49° 59' 56" East a distance of 105.43 feet to a point on the South right of way line of Steelstone Road;

thence extending along the southern right of way line of Steelstone Road the 3 courses and distances to wit:

1) In a northwesterly direction on a line bearing North 28° 28' 12" West a distance of 15.78 feet to a point of curve;

2) In a northeasterly direction along a curve deflecting to the right having a radius of 40.00 feet a central angle of 74° 51' 14", a tangent of 30.61 feet, a chord of 48.62 feet, and a chord bearing of North 08° 56' 53" East and a distance along the arc of 52.26 feet to the point of tangent;

3) In a northeasterly direction on a line tangent to the last described curve and bearing North 46° 22' 30" East a distance of 208.42 feet to a point in line of property belonging to now or late John Witko;

thence extending a northeasterly direction partially along the southern property line of land now or late of John Witko and partially crossing S.R. 1003 known as Airport Road on a line bearing North 83° 17' 26" East passing through a steel pin in concrete on the North right of way line of Airport Road at a distance of

81.24 feet from the last described corner a total of 134.19 feet to a point in a curve on the center line of Airport Road;

thence extending in a southwesterly direction along the center line of Airport Road the 2 courses and distances to wit:

1) Along a curve deflecting to the right having a radius of 1,432.69 feet, a central angle of 21° 50' 54", a tangent of 276.52 feet, a chord of 543.01 feet, a chord bearing of South 35° 27' 03" West, and a distance along the arc of 546.32 feet to the point of tangent;

2) On a line tangent to the last described curve and bearing South 46° 22' 30" West, a distance of 695.31 feet to the place of beginning.

Being Tax Parcel Identification No. 641803333532-0001.

Being part of the property which Guy N. Saxton Executor of the Last Will and Testament of G. Franklin Saxton, deceased, et al., conveyed to Lehigh Off-Track Wagering, L.P., a Pennsylvania limited partnership by deed dated October 8, 1992 and recorded in Record Book 1495, page 767.

The Downs Off-Track Wagering, Inc. merged into The Downs Racing, Inc. pursuant to Articles of Merger filed January 8, 1999 with the Pennsylvania Department of State. The Downs Racing, Inc. merged into Downs Racing, L.P. pursuant to Articles of Merger filed January 25, 2005 with the Pennsylvania Department of State.

Excepting herefrom that certain parcel of land conveyed to Airport Associates, L.P. by deed from Downs Racing, L.P., dated February 8, 2008 and recorded March 27, 2008 at Document No. 7471495.

Excepting herefrom those two (2) certain pieces or parcels of land conveyed to Airport Associates, L.P. by deed from Downs Racing, L.P., dated February 8, 2008 and recorded April 29, 2008 at Document No. 7477306.

Together with that certain piece or parcel of land conveyed to Downs Racing, L.P. by deed from Airport Associates, L.P., dated March 12, 2008 and recorded April 29, 2008 at Document No. 7477304, said parcel of land being bounded and described as follows:

ALL THAT CERTAIN tract or parcel of land known as Parcel 4 as shown on Lot Consolidation Plan, a plan prepared by Hanover Engineering Associates, Inc., titled "Airport Center" (HEA Project No. E-2256P-LC), said plan recorded January 25, 2008 in the Recorder's Office of Lehigh County, Pennsylvania at Document No. 7462114, situated in Hanover Township, Lehigh County, Pennsylvania is further described as follows to wit:

BEGINNING at a found concrete monument located at the northwest corner of lands now or formerly of Lehigh Off-Track Wagering, L.P., said monument being in common with lands now or formerly of Cedar Hill Memorial Park, Inc.: thence along said Cedar Hill Memorial Park, Inc. lands

North 04° 03' 07" West, 92.68 feet to a found concrete monument, said monument being a common corner with lands now or formerly of Airport Associates, L.P.; thence in and through lands of said Airport Associates, L.P. the following five (5) courses;

1. North 04° 03' 07" West, 10.00 feet to a point; thence

2. North 85° 37' 19" East, 133.62 feet to a point; thence

3. Along a curve to the right having a central angle of 09° 00' 46", a radius of 272.00 feet, an arc length of 42.79 feet, and a chord bearing and distance of South 89° 52' 18" East, 42.74 feet to a point; thence

4. Along a compound curve to the right having a central angle of 37° 44' 50" a radius of 190.00 feet, an arc length of 125.17 feet, and a chord bearing and distance of South 66° 29' 30" East, 122.92; thence

5. South 47° 37' 05" East, 58.75 feet to a point, said point being common with lands now or formerly of Lehigh Off Track Wagering, L.P.; thence along said Lehigh Off Track Wagering, L.P. lands;

South 85° 47' 36" West, 325.71 feet to a point, said point being the PLACE OF BEGINNING.

Together with that certain non-exclusive right of way from Airport Road over the existing entrance now known as Downs Drive, substantially as shown on the approved Final Plan of Airport Center prepared by Hanover Engineering Associates, Inc. dated June 22, 2005, last revised January 10, 2008, to be recorded, to other land of Downs Racing, L.P. for all purposes of ingress and egress, on foot and by vehicle, including any and all related appurtenant rights now existing or hereafter necessary, all as set forth in Deed from Downs Racing, L.P. to Airport Associates, L.P., dated February 8, 2008 and recorded April 29, 2008 at Document No. 7477306.

Mill Creek Land, L.P.
Luzerne County, Pennsylvania

All that certain lot, piece or parcel of land situate in the Township of Plains and the City of Wilkes-Barre, County of Luzerne and Commonwealth of Pennsylvania, bounded and described as follows:
Beginning at a point in the southeasterly line of Union Street at the southwesterly corner of lands now or formerly of Christopher and Constance Bogumil as described in Luzerne County Deed Book 2333, page 489, said point also being the common corner of Lots R-1 and R-2 as shown on a subdivision plan entitled “Mohegan Sun at Pocono Downs Major Subdivision” and being recorded in the Luzerne County Recorder of Deeds Office in Map Book 197, page 13;

Thence along the dividing line of said Lots R-1 and R-2 the following eleven (11) courses and distances:

1. South 39˚ 28’ 56” West, a distance of 1107.75 feet to a point;
2. South 22˚ 51’ 25” East, a distance of 554.38 feet to a point;
3. South 54˚ 24’ 29” West, a distance of 562.17 feet to a point;
4. North 67˚ 40’ 21” West, a distance of 341.30 feet (incorrectly labeled on said subdivision plan as 339.30 feet) to a point;
5. South 51˚ 52’ 38” West, a distance of 619.95 feet to a point;
6. North 56˚ 44’ 38” West, a distance of 133.24 feet to a point;
7. North 04˚ 39’ 49” East, a distance of 207.00 feet to a point;
8. North 27˚ 30’ 51” West, a distance of 356.37 feet to a point;
9. South 65˚ 28’ 10” West, a distance of 556.74 feet to a point;
10. South 63˚ 15’ 22” West, a distance of 738.62 feet to a point;
11. South 03˚ 15’ 22” West (incorrectly labeled on said subdivision plan as East), a distance of 457.33 feet to a point at the northeasterly corner of lands now or formerly of the Pennsylvania Power and Light Company;

Thence along said lands the following three (3) courses and distances:

1. North 61˚ 00’ 20” West, a distance of 663.14 feet to a point;
2. South 11˚ 55’ 43” West, a distance of 1036.97 feet to a point;
3. South 53˚ 28’ 22” West, a distance of 62.97 feet to a point;

Thence continuing along said lands and lands now or formerly of Elizabeth and Shelley Hoy, Barry and Patricia Chiverella, Metro and Elizabeth Welgos, Vladimir and Mary Dutko, Donna Stankiewicz, Harry and Rose Hanas, Raymond and Cynthia Balchus, Theodore Sovydra and the northeasterly line of Sand Street, North 61˚ 11’ 00” West, a distance of 470.00 feet to the southeasterly corner of lands now or formerly of Jeffrey and Stephen Smith;

Thence along said lands and lands now or formerly of the J&H Concrete Company the following two (2) courses and distances:
1. North 29˚ 59’ 02” East, a distance of 506.35 feet to a point;
2. North 61˚ 03’ 58” West, a distance of 40.90 feet to a point in the easterly line of Third Street;

Thence along the easterly line of Third Street, North 32˚ 31’ 03” East, a distance of 544.88 feet to an iron pin in the northerly line of Hill Street;

Thence along the northerly line of Hill Street, North 61˚ 00’ 20” West, a distance of 195.25 feet to an iron pin at the southeasterly corner of lands now or formerly of Gregory and Sandra Drevenik;

Thence along said lands the following two (2) courses and distances:

1. North 28˚ 59’ 40” East, a distance of 83.00 feet to an iron pin;
2. North 61˚ 00’ 20” West, a distance of 23.97 feet to a point at the southeasterly corner of lands now or formerly of Michael and Leona Stucher;

Thence along said lands, North 31˚ 09’ 55” East, a distance of 70.36 feet to a point at the southeasterly corner of lands now or formerly of John and Martha Benneditti;

Thence along said lands, North 22˚ 12’ 55” East, a distance of 43.19 feet to a point at the southeasterly corner of lands now or formerly of Nicholas and David Stucher;

Thence along said lands, North 32˚ 58’ 55” East, a distance of 45.18 feet to a point at the southeasterly corner of lands now or formerly of Joseph Klemash;

Thence along said lands, North 37˚ 47’ 55” East, a distance of 52.25 feet to a point at the southeasterly corner of lands now or formerly of Robert and Judith Filippni;

Thence along said lands, North 43˚ 37’ 55” East, a distance of 64.20 feet to a point at the southeasterly corner of lands now or formerly of Nicholas and Brenda Stucher;

Thence along said lands, North 23˚ 52’ 55” East, a distance of 45.92 feet to a point at the common corner of said lands and lands now or formerly of the Hudson Coal Company;

Thence along said lands the following five (5) courses and distances:

1. South 35˚ 35’ 05” East, a distance of 342.60 feet to an iron pin;
2. North 11˚ 54’ 55” East, a distance of 339.00 feet to an iron pin;
3. North 38˚ 24’ 55” East, a distance of 202.00 feet to an iron pin;

4. South 75˚ 39’ 55” West, a distance of 358.00 feet to an iron pin;
5. North 31˚ 20’ 05” West, a distance of 336.60 feet to an iron pin in the easterly line of First Street;

Thence along the easterly line of First Street the following four (4) courses and distances:

1. North 00˚ 47’ 33” West, a distance of 100.00 feet to a point;
2. North 06˚ 08’ 33” West, a distance of 100.00 feet to a point;
3. North 12˚ 45’ 33” West, a distance of 100.00 feet to a point;
4. North 19˚ 07’ 20” West, a distance of 193.64 feet to a point in the southerly line of lands now or formerly of Conrail (formerly Delaware & Hudson Railroad);

Thence along said lands the following twelve (12) courses and distances:

1. North 62˚ 29’ 21” East, a distance of 31.88 feet to a point;
2. Along a curve to the right having a radius of 1104.12 feet, a distance of 581.25 feet to a point of tangency, the same having a chord bearing of North 77˚ 34’ 14” East, a distance of 574.56 feet;
3. South 87˚ 20’ 54” East, continuing in the south line of said Conrail property, a distance of 804.39 feet;
4. North 89˚ 32’ 31” East, continuing in the south line of said Conrail property, a distance of 400.00 feet to a point of curvature;
5. Along a curve to the left having a radius of 1074.55 feet, a distance of 344.25 feet to a point of compound curvature, the same having a chord bearing of North 80˚ 21’ 51” East, a distance of 342.78 feet to a point of curvature;
6. Along a curve to the left having a radius of 854.51 feet, a distance of 416.35 feet to a point of tangency, the same having a chord bearing of North 57˚ 13’ 41” East, a distance of 412.24 feet;
7. North 43˚ 16’ 11” East, a distance of 153.83 feet to a point of curvature;
8. Along a curve to the right having a radius of 759.77 feet, a distance of 647.77 feet to a point of tangency, the same having a chord bearing of North 67˚ 41’ 41” East, a distance of 628.33 feet;
9. South 87˚ 52’ 49” East, a distance of 508.27 feet to a point of curvature;
10. Along a curve to the left having a radius of 835.48 feet, a distance of 256.90 feet to a point of cusp, the same having a chord bearing of North 83˚ 18’ 40” East, a distance of 255.89 feet;
11. North 50˚ 07’ 44” West, a distance of 11.58 feet to a point of non-tangent curvature;
12. Along a curve to the left having a radius of 825.98 feet, a distance of 96.57 feet to a point of cusp, the same having a chord bearing of North 71˚ 09’ 10” East, a distance of 96.51 feet to a point in line of lands now or formerly of the American Asphalt Company;

Thence along said lands and crossing State Route 2011 a/k/a Union Street, South 61˚ 00’ 20” East, a distance of 247.63 feet to a point of non-tangent curvature in the southeasterly line of Union Street;

Thence along the southeasterly line of Union Street and lands now or formerly of Christopher and Constance Bogumil, along a curve to the left having a radius of 598.69 feet, a distance of 86.53 feet, the same having a chord bearing of South 58˚ 49’ 18” West, a distance of 86.45 feet to the point of beginning.

Containing 127.764 acres of land, more or less.

The above being more fully shown as Lot R-2 on the subdivision plan entitled “Mohegan Sun at Pocono Downs Major Subdivision”, prepared by David Standinger, PA P.L.S. #SU075046 of Clough, Harbour & Associates, LLP, Project No. 16293 dated June 5, 2007, revised June 14, 2007, prepared by Clough Harbour Associates and being recorded in the Luzerne County Recorder of Deeds Office in Map Book 197, page 13.

Being Tax Parcel Identification No. G11-00A-01B.

Being the same property conveyed to Mill Creek Land, L.P., a Pennsylvania limited partnership, by Deed from Mill Creek Land, L.P., a Pennsylvania limited partnership, dated March 31, 2008 and recorded April 9, 2008 in Record Book 3008, page 80924.

Schedule 6.08B

Mohegan Golf Real Property

OWNED REAL PROPERTY

All that certain piece or parcel of land, with the buildings and improvements thereon, situated partly in the Town of Sprague and partly in the Town of Franklin, County of New London and State of Connecticut, and being bounded and described as follows:

Beginning at a rebar set in the westerly-assumed streetline of Pautipaug Hill Road, said rebar being the northeasterly corner of the parcel herein described, and the southeasterly corner of land now or formerly of Roger Eugene Lemire and Geraldine Lemire, as more particularly shown on the herein referenced survey plan;

Thence following the westerly-assumed streetline of Pautipaug Hill Road, for the following courses and distances:

S 09° 32' 31" E, a distance of 316.23' to a point,
S 08° 02' 42" E, a distance of 137.03' to a point,
S 04° 34' 55" E, a distance of 100.56' to a point, said point being the northeasterly corner of land now or formerly of James Morse and Lynette Morse, as more particularly shown on the herein referenced survey plan;

Thence following said land of Morse, for the following courses and distances:

N 51° 58' 28" W, a distance of 16.29' to a point,
S 83° 01' 32" W, a distance of 215.68' to a point, said point being the northwesterly corner of said land of Morse,
S 06° 33' 28" E, a distance of 30.00' to a point;

Thence following said land of Morse, and land now or formerly of Kevin M. and Diane Generous, in part by each, as more particularly shown on the herein referenced survey plan, S 06° 33' 28" E, a distance of 400.87' to an iron pipe recovered in the northwesterly streetline of Dow Lane;

Thence following the northwesterly and southwesterly streetline of Dow Lane for the following courses and distances:

S 74° 56' 44" W, a distance of 295.84' to a point to be set,
S 7° 45' 40" E, a distance of 40.34' to a point to be set, said point to be set being the northwesterly corner of land now or formerly of Ronald E. Lyman, as more particularly shown on the herein referenced survey plan;

Thence following said land of Lyman, S 07° 45' 40" E, a distance of 5.70' to a rebar recovered, said rebar being the southwesterly corner of said land of Lyman, and the northwesterly corner of land now or formerly of Thomas W. Piscatelli, as more particularly shown on the herein referenced survey plan;

Thence following said land of Piscatelli for the following courses and distances:

S 07° 45' 40" E, a distance of 42.19' to a point,

S 07° 45' 40" E, a distance of 397.17' to a rebar recovered, said rebar being the southwesterly corner of said land of Piscatelli, and the northwesterly corner of land now or formerly of William A. Kane III, as more particularly shown on the herein referenced survey plan;

Thence following said land of Kane for the following courses and distances:

S 07° 25' 47" E, a distance of 39.61' to a rebar recovered,
S 74° 14' 15" W, a distance of 90.88' to a rebar recovered,
S 05° 37' 20" E, a distance of 80.60' to a rebar recovered at the northerly centerline end of a stone wall;

Thence continuing along said land of Kane and land now or formerly of Christopher M. and Nancy J. Duda, in part by each, as more particularly shown on the herein referenced survey plan, by and along the centerline of a stone wall for the following courses and distances:

S 10° 04' 15" E, a distance of 59.45' to a rebar recovered,
S 14° 38' 16" E, a distance of 54.29' to a rebar recovered,
S 14° 28' 00" E, a distance of 200.08' to a rebar recovered,
S 15° 38' 54" E, a distance of 100.92' to a point,
S 13° 16' 52" E, a distance of 99.05' to a rebar recovered at the southerly centerline end of a stone wall, said rebar being the southwesterly corner of said land of Duda;

Thence continuing along said land of Duda, by and along a remnant of wire fence, N 73° 54' 21" E, a distance 314.03' to a rebar set, said rebar being the northwesterly corner of land now or formerly of Todd A. Savaria, as more particularly shown on the herein referenced survey plan;

Thence following said land of Savaria for the following courses and distances:

S 06° 07' 06" E, a distance of 55.59' to a metal fence post,
S 08° 25' 24" E, a distance of 177.08' to a rebar set,
S 07° 34' 10" E, a distance of 270.99' to a rebar set in a centerline remnant of stone wall, said rebar being the southwesterly corner of said land of Savaria, the southeasterly corner of the parcel herein described, and further being located on the northerly property line of land now or formerly of Vincent E. and Lois J. Chrzanowski, as more particularly shown on the herein referenced survey plan;

Thence following said land of Chrzanowski, by and along a centerline remnant of stone wall in part, for the following courses and distances:

S 74° 33' 30" W, a distance of 329.97' to a rebar set.
S 75° 07' 11" W, a distance of 216.73' to a point,
S 80° 41' 49" W, a distance of 63.88' to a point,
S 83° 42' 30" W, a distance of 101.30' to a rebar set,
S 12° 09' 41" W, a distance of 59.32' to a rebar set, said rebar being located on the northerly property line of land now or formerly of Hugh A. and Wendy B. Schnip, as more particularly shown on the herein referenced survey plan;

Thence following said land of Schnip, by and along a remnant of wire fence for the following courses and distances:

S 71° 23' 38" W, 155.80' to an iron pipe recovered,

S 71° 46' 37" W, a distance of 174.57' to an iron pipe recovered, said iron pipe being the northwesterly corner of said land of Schnip, and further being located on the easterly property line of land now or formerly of The Citizens National Bank, as more particularly shown on the herein referenced survey plan;

Thence following said land of The Citizens National Bank, S 71° 04' 21" W, a distance of 243.84' to an iron pipe recovered, said iron pipe being the southwesterly corner of the parcel herein described;

Thence continuing along said land of The Citizens National Bank, N 12° 02' 41" W, a distance of 292.55' to a rebar recovered;

Thence continuing along said land of The Citizens National Bank, by and along a remnant of wire fence, N 11° 56' 03" W, a distance of 308.26' to a rebar set at the base of a 12" maple tree with wire;

Thence continuing along said land of The Citizens National Bank, by and along the centerline of Virginia rail fence base stones, N 10° 20' 09" W, a distance of 201.24' to a t-bar recovered;

Thence continuing along said land of The Citizens National Bank, by and along a remnant of wire fence for the following courses and distances:

N 80° 47' 11" W, a distance of 32.67' to a 5" maple tree with wire,
N 58° 37' 49" W, a distance of 53.18' to a 4" maple tree with wire,
N 49° 50' 53" W, a distance of 112.48' to a 21" oak tree with wire,
N 47° 37' 59" W, a distance of 62.40' to a t- bar recovered,
N 41° 14' 05" W, a distance of 155.99' to a 12" hickory tree with wire,
N 28° 18' 32" W, a distance of 42.46' to a rebar set at the base of a 17" maple tree with wire,
N 20° 21' 37" W, a distance of 132.75' to a 20" hickory tree with wire,
N 15° 47' 28" W, a distance of 41.96' to a point,
N 15° 47' 28" W, a distance of 10.21' to a metal fence post with wire,
N 08° 42' 43" W, a distance of 63.91' to a t-bar recovered, said t-bar being the northeasterly corner of said land of The Citizens National Bank;

Thence continuing along said land of The Citizens National Bank, by and along a remnant of wire fence for the following courses and distances:

S 78° 50' 31" W, a distance of 126.17' to a 12" hickory tree with wire,
S 73° 23' 08" W, a distance of 188.87' to a rebar set at the base of a 24" hickory tree with wire,
S 80° 11' 40" W, a distance of 101.75' to a 5" birch tree with wire,
S 73° 19' 04" W, a distance of 91.78' to a t- bar recovered,
S 63° 49' 23" W, a distance of 38.69' to a 6" hickory tree with wire,
S 79° 38' 23" W, a distance of 97.69' to a metal fence post with wire,
S 71° 59' 34" W, a distance of 63.83' to a point,
S 71° 59' 34" W, a distance of 129.32' to a t-bar recovered,
S 81° 11' 19" W, a distance of 78.25' to a 12" maple tree with wire,
S 78° 05' 29" W, a distance of 73.77' to a 20" birch tree with wire,
S 76° 43' 33" W, a distance of 82.92' to a 30" oak tree with wire,
S 74° 12' 17" W, a distance of 98.55' to a rebar set in a stone pile, said stone pile being located on the easterly property line of land now or formerly of Susan L. Winkle and Roberta A. Silver, as more particularly shown on the herein referenced survey plan;

Thence continuing along said land of Winkle and Silver and by land now or formerly of the State of Connecticut, in part by each, as more particularly shown on the herein referenced survey plan, by and along a remnant of wire fence in part, for the following courses and distances:

N 32° 02' 29" W, a distance of 29.83' to a t-bar recovered,
N 19° 22' 51" W, a distance of 49.71' to a rebar recovered,
N 26° 54' 29" W, a distance of 137.58' to a rebar set on the westerly bank of a brook,
Along the westerly bank of a brook, in a general southwesterly direction, a distance of 40' more or less to a point,
N 37° 54' 36" W, a distance of 9' more or less to a rebar set in a stone pile,
N 37° 54' 36" W, a distance of 129.55' to a rebar set in a stone pile;

Thence continuing along said land of the State of Connecticut and land now or formerly of Mary Ann Manari, in part by each, as more particularly shown on the herein referenced survey plan, by and along the centerline of Virginia rail fence base stones in part, N 30° 48' 18" W, a distance of 356.47' to a rebar set at the southerly end of a stone wall;

Thence continuing along said land of Manari, by and along the centerline of a stone wall, for the following courses and distances:

N 32° 02' 29" W, a distance of 121.68' to a point,
N 30° 16' 27" W, a distance of 67.63' to a rebar set,
N 31° 33' 28" W, a distance of 258.62' to a rebar set at the northerly end of a stone wall,

Thence continuing along said land of Manari, N 31° 33' 28" W, a distance of 83.75' to a rebar set in the easterly-assumed streetline of Holton Road;

Thence following the easterly-assumed streetline of Holton Road, by and along the westerly face of a remnant of stone wall in part, for the following courses and distances:

N 16° 09' 21" E, a distance of 264.32' to a rebar set,
N 23° 39' 26" E, a total distance of 168.63' to a point,
N 28° 33' 18" E, a total distance of 104.27' to a rebar set,
N 36° 02' 32" E, a distance of 89.07' to a point,
N 39° 14' 33" E, a distance of 123.75' to a point,
N 37° 42' 15" E, a total distance of 90.46' to a point,
N 32° 23' 51" E, a distance of 34.49' to a rebar set, said rebar being the southeasterly corner of land now or formerly of Louis J. and Judith M. Peltier, as more particularly shown on the herein referenced survey plan;

Thence following said land of Peltier, by and along a remnant of wire fence, for the following courses and distances:

S 63° 29' 01" E, a distance of 189.71' to a 72" oak tree with wire,
S 65° 00' 14" E, a distance of 172.35' to a rebar set,
N 13° 21' 58" E, a distance of 371.56' to a rebar set at the base of a 5" birch tree with wire,
N 29° 15' 25" E, a distance of 29.95' to a 19" oak tree with wire,
S 63° 25' 58" E, a distance of 166.33' to a rebar set,
N 27° 08' 27" E, a distance of 262.50' to a rebar set,
N 27° 41' 49" E, a distance of 278.26' to a rebar set,
N 27° 56' 41" E, a distance of 175.09' to a 17" oak tree with wire,

N 28° 41' 37" E, a distance of 123.98' to an 18" oak tree with wire,
N 31° 45' 19" E, a distance of 97.67' to a rebar set at the base of a 9" maple tree with wire,
N 25° 35' 20" E, a distance of 216.22' to a 13" hickory tree with wire, said hickory tree being the northwesterly corner of the parcel herein described;

Thence continuing along said land of Peltier, land now or formerly of Lucien V. Dzialo and land now or formerly of Michael Savage and Susan Savage Simpson, in part by each, as more particularly shown on the herein referenced survey plan, S 55° 12' 57" E, a distance of 169.97' to a rebar set at the northwesterly, centerline end of a stone wall;

Thence continuing along said land of Savage and Simpson, by and along the centerline of a stone wall, for the following courses and distances:

S 46° 53' 56" E, a distance of 15.46' to a point,
S 56° 03' 49" E, a distance of 57.04' to a point,
S 61° 23' 26" E, a distance of 33.01' to a rebar set,
S 11° 01' 23" E, a distance of 13.90' to a point,
S 02° 00' 29" W, a distance of 31.84' to a point,
S 14° 52' 29" W, a distance of 26.13' to a point,
S 03° 40' 49" W, a distance of 43.68' to a rebar set at the southerly, centerline end of a stone wall;

Thence continuing along said land of Savage and Simpson, by and along a remnant of wire fence, S 02° 51' 03" W, a distance of 151.12' to a rebar set;

Thence continuing along said land of Savage and Simpson for the following courses and distances:

S 39° 58' 19" E, a distance of 304.79' to a rebar set,
S 39° 58' 19" E, a distance of 259.00' to a rebar set,
S 39° 58' 19" E, a distance of 380.00' to a rebar set, said rebar being the southwesterly corner of said land of Savage and Simpson;

Thence continuing along said land of Savage and Simpson, by and along a remnant of stone wall in part, for the following courses and distances:

N 75° 19' 41" E, a distance of 253.11' to a rebar set,
N 73° 12' 24" E, a distance of 190.82' to a point,
N 79° 45' 05" E, a distance of 192.05' to an iron pipe located at the westerly end of a stone wall;

Thence continuing along said land of Savage and Simpson, by and along the centerline of a stone wall, N 76° 53' 38" E, a distance of 141.53' to a rebar set at the easterly end of a stone wall;

Thence continuing along said land of Savage and Simpson, N 74° 42' 48" E, a distance of 34.40' to an iron pipe located at the northwesterly end of a remnant of stone wall;

Thence continuing along said land of Simpson and Savage and along said land of Lemire, in part by each, by and along a centerline remnant of stone wall, for the following courses and distances:

S 77° 22' 26" E, a distance of 120.60' to a rebar set,
S 84° 08' 26" E, a distance of 61.80' to a rebar set,
S 84° 20' 00" E, a distance of 77.67' to an iron pipe recovered,
S 85° 58' 23" E, a distance of 37.16' to a rebar set at the easterly end of a remnant of stone wall;

Thence continuing along said land of Lemire, S 81° 38' 25" E, a distance of 101.71' to a rebar set in the westerly-assumed streetline of Pautipaug Hill Road, said rebar being the point and place of beginning.

Said parcel is more particularly shown on a survey plan prepared by Boundaries LLC entitled: "Perimeter Survey Pautipaug Country Club Prepared For The Mohegan Tribe of Indians of Connecticut Property of Mohegan Golf, LLC Pautipaug Hill Road, Dow Lane & Holton Road Sprague / Franklin, Connecticut Scale: 1"= 180' June 20, 2013 Job I.D. 07-1505", Sheets 1 & 2 of 2, which surveys are on file in the Office of the Town Clerk of Sprague as Map Nos. 839 and 840 and in the Office of the Town Clerk of Franklin as Map Nos. 944 and 945

Schedule 6.09

Environmental Matters

The site on which Mohegan Sun is located was formerly occupied by United Nuclear Corporation, a naval products manufacturer of, among other things, nuclear reactor fuel components. United Nuclear Corporation's facility was officially decommissioned in June 1994 when the Nuclear Regulatory Commission confirmed that all licensable quantities of such nuclear material had been removed from the site and that any residual contamination from such material was remediated according to the Nuclear Regulatory Commission approved decommissioning plan.

From 1991 through 1993, United Nuclear Corporation commissioned environmental audits and soil sampling programs which detected, among other things, volatile organic chemicals, heavy metals and fuel hydrocarbons in the soil and groundwater. The Connecticut Department of Environmental Protection, or the DEP, reviewed the environmental audits and reports and established cleanup requirements for the site. In December 1994, the DEP approved United Nuclear Corporation's remedial plan, which determined that groundwater remediation was unnecessary because although the groundwater beneath the site was contaminated, it met the applicable groundwater criteria given the classification of the groundwater under the site. In addition, extensive remediation of contaminated soils and additional investigation were completed to achieve the DEP's cleanup criteria and demonstrate that the remaining soils complied with applicable cleanup criteria. Initial construction at the site also involved extensive soil excavation. According to the data gathered in a 1995 environmental report commissioned by United Nuclear Corporation, remediation is complete and is consistent with the applicable Connecticut cleanup requirements. The DEP has reviewed and approved the cleanup activities at the site, and, as part of the DEP's approval, United Nuclear Corporation was required to perform post-closure groundwater monitoring at the site to ensure the adequacy of the cleanup. In addition, under the terms of United Nuclear Corporation's environmental certification and indemnity agreement with the Department of the Interior (which took the former United Nuclear Corporation land into trust for the Tribe), United Nuclear Corporation agreed to indemnify the Department of the Interior for environmental actions and expenses based on acts or conditions existing or occurring as a result of United Nuclear Corporation's activities on the property.

Prior to acquiring our interest in Mohegan Sun Pocono, we conducted an extensive environmental investigation of the Pocono facilities. In the course of that investigation, we identified several environmental conditions that required corrective actions to bring the property into compliance with applicable laws and regulations. These remedial actions, including an ongoing monitoring program for the portion of the property that was formerly used as a solid waste landfill, were addressed as part of a comprehensive plan that was implemented by July 2008.

Schedule 6.13

Subsidiary	Form of Legal Entity	Tax ID #	Jurisdiction of Organization	Owner	Number of Shares of Capital Stock	Percentage of Ownership	Restricted or Unrestricted Subsidiary	Guarantor
Downs Racing, L.P.	Limited Partnership	20-2157338	Pennsylvania	Mohegan Tribal Gaming Authority	N/A	99.99%	Restricted Subsidiary	Yes
				Mohegan Commercial Ventures PA, LLC	N/A	0.01%		
Backside, L.P.	Limited Partnership	20-2157233	Pennsylvania	Mohegan Tribal Gaming Authority	N/A	99.99%	Restricted Subsidiary	Yes
				Mohegan Commercial Ventures PA, LLC	N/A	0.01%		
Mill Creek Land, L.P.	Limited Partnership	20-2157263	Pennsylvania	Mohegan Tribal Gaming Authority	N/A	99.99%	Restricted Subsidiary	Yes
				Mohegan Commercial Ventures PA, LLC	N/A	0.01%		
Northeast Concessions, L.P.	Limited Partnership	20-2157284	Pennsylvania	Mohegan Tribal Gaming Authority	N/A	99.99%	Restricted Subsidiary	Yes

Subsidiary	Form of Legal Entity	Tax ID #	Jurisdiction of Organization	Owner	Number of Shares of Capital Stock	Percentage of Ownership	Restricted or Unrestricted Subsidiary	Guarantor
				Mohegan Commercial Ventures PA, LLC	N/A	0.01%		
MS Digital Entertainment Holdings, LLC	Limited Liability Company	33-2349664	Delaware	Mohegan Tribal Gaming Authority	N/A	100.00%	Restricted Subsidiary	Yes
MS Digital Connecticut, LLC	Limited Liability Company	33-2313673	Delaware	MS Digital Entertainment Holdings, LLC	N/A	100.00%	Restricted Subsidiary	Yes
Mohegan Digital Services, LLC	Limited Liability Company	87-2407381	Delaware	MS Digital Entertainment Holdings, LLC	N/A	100.00%	Restricted Subsidiary	Yes
Mohegan Commercial Ventures PA, LLC	Limited Liability Company	06-1737551	Pennsylvania	Mohegan Tribal Gaming Authority	N/A	100.00%	Restricted Subsidiary	Yes
Mohegan Ventures-Northwest, LLC	Limited Liability Company	59-3788277	The Mohegan Tribe of Indians of Connecticut	Mohegan Tribal Gaming Authority	N/A	100.00%	Restricted Subsidiary	Yes
Mohegan Golf, LLC	Limited Liability Company	84-1719756	The Mohegan Tribe of Indians of Connecticut	Mohegan Tribal Gaming Authority	N/A	100.00%	Restricted Subsidiary	Yes
Mohegan Basketball Club LLC	Limited Liability Company	03-0509165	The Mohegan Tribe of Indians of Connecticut	Mohegan Tribal Gaming Authority	N/A	100.00%	Unrestricted Subsidiary	No

Subsidiary	Form of Legal Entity	Tax ID #	Jurisdiction of Organization	Owner	Number of Shares of Capital Stock	Percentage of Ownership	Restricted or Unrestricted Subsidiary	Guarantor
Mohegan Digital, LLC	Limited Liability Company	87-2355059	The Mohegan Tribe of Indians of Connecticut	Mohegan Tribal Gaming Authority	N/A	100.00%	Restricted Subsidiary	Yes
Mohegan Uncasville (JMSubs), LLC	Limited Liability Company	47-4425579	The Mohegan Tribe of Indians of Connecticut	Mohegan Tribal Gaming Authority	N/A	100.00%	Restricted Subsidiary	Yes
MGNV Holding, LLC	Limited Liability Company	84-4326899	Delaware	Mohegan Tribal Gaming Authority	N/A	100.00%	Restricted Subsidiary	Yes
Mohegan NY Holding, LLC	Limited Liability Company	92-3606984	Delaware	Mohegan Tribal Gaming Authority	N/A	100.00%	Unrestricted Subsidiary	No
Mohegan NY Management, LLC	Limited Liability Company	92-3598864	Delaware	Mohegan NY Holding, LLC	N/A	100.00%	Unrestricted Subsidiary	No
Salishan-Mohegan, LLC	Limited Liability Company	20-1719256	Washington	Mohegan Ventures-Northwest, LLC	N/A	100.00%	Unrestricted Subsidiary	No
Salishan-Mohegan Development Company, LLC	Limited Liability Company	83-3931761	Washington	Mohegan Ventures-Northwest, LLC	N/a	60.00%	Unrestricted Subsidiary	No
Mohegan Earth Hotel, LLC	Limited Liability Company	85-4032355	The Mohegan Tribe of Indians of Connecticut	Mohegan Tribal Gaming Authority	N/A	100.00%	Unrestricted Subsidiary	No

Subsidiary	Form of Legal Entity	Tax ID #	Jurisdiction of Organization	Owner	Number of Shares of Capital Stock	Percentage of Ownership	Restricted or Unrestricted Subsidiary	Guarantor
Mohegan Gaming Advisors, LLC	Limited Liability Company	46-0586505	Delaware	Mohegan Tribal Gaming Authority	N/A	100.00%	Unrestricted Subsidiary	No
Mohegan Escrow Issuer, LLC	Limited Liability Company	33-3979601	Delaware	Mohegan Tribal Gaming Authority	N/A	100.00%	Unrestricted Subsidiary	No
Mohegan Development, LLC	Limited Liability Company	80-0874076	Delaware	Mohegan Gaming Advisors, LLC	N/A	100.00%	Unrestricted Subsidiary	No
MGA Gaming NJ, LLC	Limited Liability Company	37-1697482	New Jersey	Mohegan Gaming Advisors, LLC	N/A	100.00%	Unrestricted Subsidiary	No
MGA Holding NJ, LLC	Limited Liability Company	32-0383806	New Jersey	Mohegan Gaming Advisors, LLC	N/A	100.00%	Unrestricted Subsidiary	No
MGA Technology, LLC	Limited Liability Company	N/A	Delaware	Mohegan Gaming Advisors, LLC	N/A	100.00%	Unrestricted Subsidiary	No
Mohegan Global Holding Corporation	Corporation	83-4525612	Federally chartered	Mohegan Tribal Gaming Authority	1	100.00%	Unrestricted Subsidiary	No
MGE Global Holding Limited	Limited Company	11801220	UK	Mohegan Global Holding Corporation	100	100.00%	Unrestricted Subsidiary	No

Subsidiary	Form of Legal Entity	Tax ID #	Jurisdiction of Organization	Owner	Number of Shares of Capital Stock	Percentage of Ownership	Restricted or Unrestricted Subsidiary	Guarantor
MGE Korea Holding Limited	Limited Company	11801661	UK	MGE Global Holding Limited	102	100.00%	Unrestricted Subsidiary	No
MGE Canada Holding Limited	Limited Company	11845120	UK	MGE Global Holding Limited	100	100.00%	Unrestricted Subsidiary	No
MGE Korea Holding II Limited	Limited Company	200-537-0548	Jersey	MGE Global Holding Limited	10,107	100.00%	Unrestricted Subsidiary	No
MGE Korea Holding III Limited	Limited Company	200-537-0786	Jersey	MGE Global Holding II Limited	15,600	78.00%	Unrestricted Subsidiary	No
MGA Korea, LLC	Limited Liability Company	389-86-00630	Korea	MGE Korea Holding Limited	262,944	100.00%	Unrestricted Subsidiary	No
MGE Korea TP Limited	Limited Company	12553510	UK	MGE Korea Holding Limited	100	100.00%	Unrestricted Subsidiary	No
MGE Canada Limited	Limited Company	11845809	UK	MGE Canada Holding Limited	100	100.00%	Unrestricted Subsidiary	No
MGE Digital Canada Holdings Inc.	Corporation	779662600	Ontario	MGE Canada Limited	1	100.00%	Unrestricted Subsidiary	No
MGE Digital Canada Inc.	Corporation	779886704	Ontario	MGE Digital Canada Holdings Inc.	60	60.00%	Unrestricted Subsidiary	No
Mohegan Digital Management Inc.	Corporation	779886902	Ontario	MGE Canada Limited	1	100.00%	Unrestricted Subsidiary	No
MGE Niagara Entertainment Holdings Inc.	Corporation	001999880	Ontario	MGE Canada Limited	120	100.00%	Unrestricted Subsidiary	No

Subsidiary	Form of Legal Entity	Tax ID #	Jurisdiction of Organization	Owner	Number of Shares of Capital Stock	Percentage of Ownership	Restricted or Unrestricted Subsidiary	Guarantor
MGE Management Inc.	Corporation	001999879	Ontario	MGE Canada Limited	120	100.00%	Unrestricted Subsidiary	No
MGE Niagara Entertainment Inc.	Corporation	001999878	Ontario	MGE Niagara Entertainment Holdings Inc.	120	100.00%	Unrestricted Subsidiary	No
Complex Services Inc.	Corporation	892128893	Ontario	MGE Niagara Entertainment Inc.	1	100.00%	Unrestricted Subsidiary	No

Schedule 6.16

Intellectual Property Matters

None.

Schedule 6.22

Operating Accounts

Entity Name: **Mohegan Tribal Gaming Authority**

Account #	Account Title	Account Description	Bank
000068567440	MTGA Concentration Account	Concentration Account	Bank of America

Entity Name: **Mohegan Tribal Gaming Authority**
Business Name: **Mohegan Sun Casino**

Account #	Account Title	Account Description	Bank
000068567484	Casino Deposit (Domestic) Account	Casino Deposit (Domestic) Account	Bank of America
000068567605	Patron Marker Deposit Account	Patron Markers Account	Bank of America

Entity Name: **Down's Racing, LP**

Account #	Account Title	Account Description	Bank
009429412893	Operations Deposit Account	Operations Deposit Account	Bank of America
537002157	Citizens Bank N.A., as Administrative Agent and Secured Party with respect to the Downs Racing LP Investment Account	Investment Account	First National Community Bank

Operating Account Exclusions

None.

Schedule 8.20

Post-Closing Items

1. As soon as reasonably practicable, but in any event within 45 days following the Closing Date (or such longer period as may be agreed by the Administrative Agent in writing in its reasonable discretion), the Borrower shall deliver to the Collateral Trustee account control agreements with respect to each account listed below:

Entity Name	Bank Name	Account Number
Mohegan Tribal Gaming Authority	Bank of America	000068567440
Mohegan Tribal Gaming Authority	Bank of America	000068567484
Mohegan Tribal Gaming Authority	Bank of America	000068567605
Downs Racing, L.P.	Bank of America	009429412893
Downs Racing, L.P.	First National Community Bank	537002157

2. As soon as reasonably practicable, but in any event within 2 business days following the Closing Date (or such longer period as may be agreed by the Administrative Agent in writing in its reasonable discretion), the Borrower shall deliver to the Administrative Agent an executed Jersey Mike's Franchisor Lender Consent by and among A Sub Above, LLC, Mohegan Uncasville (JMSubs), LLC and Collateral Trustee in form and substance reasonably satisfactory to the Administrative Agent.

Schedule 9.01

Existing Liens

Debtor	Secured Party	Jurisdiction of filing	Type of filing	File #	File Date
MOHEGAN GOLF, LLC; MOHEGAN TRIBAL GAMING AUTHORITY	WELLS FARGO FINANCIAL LEASING, INC.	CT Secretary of State	UCC-1	0002880142	6/4/2012
MOHEGAN GOLF, LLC; MOHEGAN TRIBAL GAMING AUTHORITY	WELLS FARGO FINANCIAL LEASING, INC.	CT Secretary of State	UCC-3 Collateral Restate	0003101532	2/8/2016
MOHEGAN GOLF, LLC; MOHEGAN TRIBAL GAMING AUTHORITY	WELLS FARGO FINANCIAL LEASING, INC.	CT Secretary of State	UCC-3 Continuation	0003166703	3/8/2017
MOHEGAN TRIBAL GAMING AUTHORITY	WMS GAMING, INC.	CT Secretary of State	UCC-1	0002761495	6/30/2010
MOHEGAN TRIBAL GAMING AUTHORITY	WMS GAMING, INC.	CT Secretary of State	UCC-3 Continuation	0003044900	3/23/2015
MOHEGAN TRIBAL GAMING AUTHORITY	ARISTOCRAT TECHNOLOGIES, INC.	CT Secretary of State	UCC-1	0003036604	1/20/2015
MOHEGAN TRIBAL GAMING AUTHORITY	ARISTOCRAT TECHNOLOGIES, INC.	CT Secretary of State	UCC-1	0003036606	1/20/2015
MOHEGAN TRIBAL GAMING AUTHORITY	ARISTOCRAT TECHNOLOGIES, INC.	CT Secretary of State	UCC-1	0003040154	2/17/2015
MOHEGAN TRIBAL GAMING AUTHORITY	ARISTOCRAT TECHNOLOGIES, INC.	CT Secretary of State	UCC-1	0003074765	9/2/2015
MOHEGAN TRIBAL GAMING AUTHORITY	ARISTOCRAT TECHNOLOGIES, INC.	CT Secretary of State	UCC-1	0003075553	9/8/2015
MOHEGAN TRIBAL GAMING AUTHORITY	ARISTOCRAT TECHNOLOGIES, INC.	CT Secretary of State	UCC-1	0003079448	9/29/2015
MOHEGAN TRIBAL GAMING AUTHORITY	ARISTOCRAT TECHNOLOGIES, INC.	CT Secretary of State	UCC-1	0003082503	10/15/2015
MOHEGAN TRIBAL GAMING AUTHORITY	ARISTOCRAT TECHNOLOGIES, INC.	CT Secretary of State	UCC-1	0003082955	10/19/2015
MOHEGAN TRIBAL GAMING AUTHORITY	CANON FINANCIAL SERVICES, INC.	CT Secretary of State	UCC-1	0003090414	11/30/2015
MOHEGAN TRIBAL GAMING AUTHORITY; MOHEGAN SUN	ARISTOCRAT TECHNOLOGIES, INC.	CT Secretary of State	UCC-1	0003093994	12/18/2015
MOHEGAN TRIBAL GAMING AUTHORITY; MOHEGAN SUN	ARISTOCRAT TECHNOLOGIES, INC.	CT Secretary of State	UCC-1	0003105060	2/29/2016

Debtor	Secured Party	Jurisdiction of filing	Type of filing	File #	File Date
MOHEGAN TRIBAL GAMING AUTHORITY; MOHEGAN SUN	ARISTOCRAT TECHNOLOGIES, INC.	CT Secretary of State	UCC-1	0003132390	7/22/2016
MOHEGAN TRIBAL GAMING AUTHORITY; MOHEGAN SUN	ARISTOCRAT TECHNOLOGIES, INC.	CT Secretary of State	UCC-1	0003142610	9/30/2016
MOHEGAN TRIBAL GAMING AUTHORITY; MOHEGAN SUN	ARISTOCRAT TECHNOLOGIES, INC.	CT Secretary of State	UCC-1	0003159662	1/19/2017
MOHEGAN TRIBAL GAMING AUTHORITY; MOHEGAN SUN	ARISTOCRAT TECHNOLOGIES, INC.	CT Secretary of State	UCC-1	0003160023	1/23/2017
MOHEGAN TRIBAL GAMING AUTHORITY; MOHEGAN SUN	ARISTOCRAT TECHNOLOGIES, INC.	CT Secretary of State	UCC-1	0003171339	4/4/2017
MOHEGAN TRIBAL GAMING AUTHORITY; MOHEGAN SUN	ARISTOCRAT TECHNOLOGIES, INC.	CT Secretary of State	UCC-1	0003217865	12/20/2017
MOHEGAN TRIBAL GAMING AUTHORITY; MOHEGAN SUN	ARISTOCRAT TECHNOLOGIES, INC.	CT Secretary of State	UCC-1	0003231794	3/19/2018
MOHEGAN TRIBAL GAMING AUTHORITY; MOHEGAN SUN	ARISTOCRAT TECHNOLOGIES, INC.	CT Secretary of State	UCC-1	0003251012	6/18/2018
MOHEGAN TRIBAL GAMING AUTHORITY	ARUZE GAMING AMERICA, INC.	CT Secretary of State	UCC-1	0003280640	12/17/2018
MOHEGAN TRIBAL GAMING AUTHORITY	ARISTOCRAT TECHNOLOGIES, INC.	DC Recorder of Deeds	UCC-1	2015005740	1/22/2015
MOHEGAN TRIBAL GAMING AUTHORITY	ARISTOCRAT TECHNOLOGIES, INC.	DC Recorder of Deeds	UCC-1	2015005741	1/22/2015
MOHEGAN TRIBAL GAMING AUTHORITY	ARISTOCRAT TECHNOLOGIES, INC.	DC Recorder of Deeds	UCC-1	2015015944	2/23/2015
MOHEGAN TRIBAL GAMING AUTHORITY; MOHEGAN SUN POCONO	ARISTOCRAT TECHNOLOGIES INC.	DC Recorder of Deeds	UCC-1	2015067919	7/7/2015
MOHEGAN TRIBAL GAMING AUTHORITY; MOHEGAN SUN	ARISTOCRAT TECHNOLOGIES INC.	DC Recorder of Deeds	UCC-1	2015092351	9/9/2015
MOHEGAN TRIBAL GAMING AUTHORITY; MOHEGAN SUN	ARISTOCRAT TECHNOLOGIES INC.	DC Recorder of Deeds	UCC-1	2015092353	9/9/2015
MOHEGAN TRIBAL GAMING AUTHORITY; MOHEGAN SUN POCONO	ARISTOCRAT TECHNOLOGIES INC.	DC Recorder of Deeds	UCC-1	2015093507	9/11/2015
MOHEGAN TRIBAL GAMING AUTHORITY; MOHEGAN SUN POCONO	ARISTOCRAT TECHNOLOGIES INC.	DC Recorder of Deeds	UCC-1	2015097855	9/25/2015
MOHEGAN TRIBAL GAMING AUTHORITY; MOHEGAN SUN	ARISTOCRAT TECHNOLOGIES INC.	DC Recorder of Deeds	UCC-1	2015099441	9/30/2015

Debtor	Secured Party	Jurisdiction of filing	Type of filing	File #	File Date
MOHEGAN TRIBAL GAMING AUTHORITY; MOHEGAN SUN POCONO	ARISTOCRAT TECHNOLOGIES INC.	DC Recorder of Deeds	UCC-1	2015099463	9/30/2015
MOHEGAN TRIBAL GAMING AUTHORITY; MOHEGAN SUN	ARISTOCRAT TECHNOLOGIES, INC.	DC Recorder of Deeds	UCC-1	2015105273	10/15/2015
MOHEGAN TRIBAL GAMING AUTHORITY; MOHEGAN SUN	ARISTOCRAT TECHNOLOGIES, INC.	DC Recorder of Deeds	UCC-1	2015106518	10/19/2015
MOHEGAN TRIBAL GAMING AUTHORITY; MOHEGAN SUN	ARISTOCRAT TECHNOLOGIES, INC.	DC Recorder of Deeds	UCC-1	2015127991	12/18/2015
MOHEGAN TRIBAL GAMING AUTHORITY; MOHEGAN SUN POCONO	ARISTOCRAT TECHNOLOGIES, INC.	DC Recorder of Deeds	UCC-1	2016010190	2/3/2016
MOHEGAN TRIBAL GAMING AUTHORITY; MOHEGAN SUN	ARISTOCRAT TECHNOLOGIES, INC.	DC Recorder of Deeds	UCC-1	2016019337	2/29/2016
MOHEGAN TRIBAL GAMING AUTHORITY; MOHEGAN SUN POCONO	ARISTOCRAT TECHNOLOGIES, INC.	DC Recorder of Deeds	UCC-1	2016034142	4/6/2016
MOHEGAN TRIBAL GAMING AUTHORITY; MOHEGAN SUN	ARISTOCRAT TECHNOLOGIES, INC.	DC Recorder of Deeds	UCC-1	2016074792	7/25/2016
MOHEGAN TRIBAL GAMING AUTHORITY; MOHEGAN SUN	ARISTOCRAT TECHNOLOGIES, INC.	DC Recorder of Deeds	UCC-1	2016101058	9/30/2016
MOHEGAN TRIBAL GAMING AUTHORITY; MOHEGAN SUN	ARISTOCRAT TECHNOLOGIES, INC.	DC Recorder of Deeds	UCC-1	2016101059	9/30/2016
MOHEGAN TRIBAL GAMING AUTHORITY; MOHEGAN SUN POCONO	ARISTOCRAT TECHNOLOGIES, INC.	DC Recorder of Deeds	UCC-1	2017003535	1/10/2017
MOHEGAN TRIBAL GAMING AUTHORITY; MOHEGAN SUN	ARISTOCRAT TECHNOLOGIES, INC.	DC Recorder of Deeds	UCC-1	2017003539	1/10/2017
MOHEGAN TRIBAL GAMING AUTHORITY; MOHEGAN SUN	ARISTOCRAT TECHNOLOGIES, INC.	DC Recorder of Deeds	UCC-1	2017006937	1/18/2017
MOHEGAN TRIBAL GAMING AUTHORITY; MOHEGAN SUN	ARISTOCRAT TECHNOLOGIES, INC.	DC Recorder of Deeds	UCC-1	2017036214	4/3/2017
MOHEGAN TRIBAL GAMING AUTHORITY; MOHEGAN SUN POCONO	ARISTOCRAT TECHNOLOGIES, INC.	DC Recorder of Deeds	UCC-1	2017050242	5/5/2017
MOHEGAN TRIBAL GAMING AUTHORITY; MOHEGAN SUN POCONO	ARISTOCRAT TECHNOLOGIES, INC.	DC Recorder of Deeds	UCC-1	2017096299	8/30/2017
MOHEGAN TRIBAL GAMING AUTHORITY; MOHEGAN SUN POCONO	ARISTOCRAT TECHNOLOGIES, INC.	DC Recorder of Deeds	UCC-1	2017107428	9/27/2017
MOHEGAN TRIBAL GAMING AUTHORITY; MOHEGAN SUN POCONO	ARISTOCRAT TECHNOLOGIES, INC.	DC Recorder of Deeds	UCC-1	2017123361	11/6/2017

Debtor	Secured Party	Jurisdiction of filing	Type of filing	File #	File Date
MOHEGAN TRIBAL GAMING AUTHORITY; MOHEGAN SUN	ARISTOCRAT TECHNOLOGIES, INC.	DC Recorder of Deeds	UCC-1	2017139858	12/20/2017
MOHEGAN TRIBAL GAMING AUTHORITY; MOHEGAN SUN	ARISTOCRAT TECHNOLOGIES, INC.	DC Recorder of Deeds	UCC-1	2018028060	3/19/2018
MOHEGAN TRIBAL GAMING AUTHORITY; MOHEGAN SUN POCONO	ARISTOCRAT TECHNOLOGIES, INC.	DC Recorder of Deeds	UCC-1	2018035256	4/6/2018
MOHEGAN TRIBAL GAMING AUTHORITY; MOHEGAN SUN	ARISTOCRAT TECHNOLOGIES, INC.	DC Recorder of Deeds	UCC-1	2018060847	6/18/2018
MOHEGAN TRIBAL GAMING AUTHORITY	ARUZE GAMING AMERICA, INC.	DC Recorder of Deeds	UCC-1	2018125882	12/17/2018
Downs Racing, L.P.	LEVINSON, KIMBERLEY ANN	Lackawanna County, PA	Pending Suit	2017-06689	12/28/2017
Downs Racing, L.P.	WEIDOW, JEAN MARIE	Lackawanna County Prothonotary, PA	Pending Suit	2023-03817	9/6/2023
Downs Racing, L.P.	KLIMEK KENNETH ALBERT	Luzerne County Prothonotary, PA	Pending Suit	201811343	10/2/2018
Downs Racing, L.P.	MOHAMED LOTFY	Luzerne County Prothonotary, PA	Pending Suit	202005144	6/1/2020
Downs Racing, L.P.	JOHNSON ARNETTA	Luzerne County Prothonotary, PA	Pending Suit	202102136	3/5/2021
Downs Racing, L.P.	PALMERE MARY M	Luzerne County Prothonotary, PA	Pending Suit	202200293	1/14/2022
Downs Racing, L.P.	NICHOLSON JAMIE	Luzerne County Prothonotary, PA	Pending Suit	202207294	8/23/2022
Downs Racing, L.P.	KEMPA AMANDA	Luzerne County Prothonotary, PA	Pending Suit	202300934	1/24/2023
Downs Racing, L.P.	WHEELER KAREN	Luzerne County Prothonotary, PA	Pending Suit	202312183	11/29/2023
Downs Racing, L.P.	PIAZZA CORRINE	Luzerne County Prothonotary, PA	Pending Suit	202406771	6/21/2024
Downs Racing, L.P.	DUNN WALTER	Luzerne County Prothonotary, PA	Pending Suit	202407683	7/16/2024
Downs Racing, L.P.	KATZNELSON LEONID	Luzerne County Prothonotary, PA	Pending Suit	202410461	9/27/2024
Downs Racing, L.P.	COLEMAN DAN	Luzerne County Prothonotary, PA	Pending Suit	202500546	1/10/2025

Debtor	Secured Party	Jurisdiction of filing	Type of filing	File #	File Date
Mohegan Commercial-Ventures PA, LLC	JOHNSON, ARNETTA	Luzerne County Prothonotary, PA	Pending Suit	202102136	3/5/2021
Mohegan Commercial-Ventures PA, LLC	PALMERE, MARY M.	Luzerne County Prothonotary, PA	Pending Suit	202200293	1/14/2022
Mohegan Commercial-Ventures PA, LLC	KEMPA, AMANDA	Luzerne County Prothonotary, PA	Pending Suit	202300934	1/24/2023
Mohegan Commercial-Ventures PA, LLC	DUNN, WALTER	Luzerne County Prothonotary, PA	Pending Suit	202407683	7/16/2024
Mohegan Tribal Gaming Authority	U.S. Bank Trust, N.A.	CT Superior Court	Pending Suit	cv21-6149360	11/15/2021

Schedule 9.02

Existing Investments

1. Investments in Unrestricted Subsidiaries as of the Closing Date.
2. Investments by Mohegan Tribal Gaming Authority in MMCT Venture, LLC as of the Closing Date.
3. Investments by Mohegan Tribal Gaming Authority in Bold Gold Media LLC and Bold Gold Media WBS L.P. as of the Closing Date.

Schedule 9.03

Existing Indebtedness

1. Fuel Supply and Service Agreement between Mystic Oil Company, Incorporated and Mohegan Tribal Gaming Authority, as amended, dated as of December 19, 2011 (current balance approx. $420,326) as in effect from time to time.

2. Loan Agreement by and among Mohegan Tribal Gaming Authority, Native American Bank National Association, KeyBank National Association and the other lenders party thereto dated as of September 28, 2018 (current balance approx. $18,593,750) as in effect from time to time.

Schedule 12.02

Administrative Agent's Office, Certain Addresses for Notices

MOHEGAN TRIBAL GAMING AUTHORITY AND ITS RESTRICTED SUBSIDIARIES:

Mohegan Tribal Gaming Authority
One Mohegan Sun Boulevard
Uncasville, CT 06382
Attention: General Counsel
Telephone: (860) 862-5184
Facsimile: (860) 862-5997
Email: rlin@mohegangaming.com

and

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Facsimile: (212) 403-2000
Attention: Josh Feltman, Esq.

MOHEGAN TRIBE OF INDIANS OF CONNECTICUT:

13 Crow Hill Road
Uncasville, Connecticut 06382
Attention: Chairman
Telephone: (860) 862-6824
Facsimile: (860) 862-6153
Email: jgessner@moheganmail.com
Website Address: www.mohegan.nsn.us

U.S. Taxpayer Identification Number: 06-1259539

with a copy to:

Mohegan Tribe of Indians of Connecticut
13 Crow Hill Road
Uncasville, Connecticut 06382
Attention: Attorney General
Telephone: (860) 862-6897
Facsimile: (860) 862-6122
Email: HWoods@moheganmail.com

ADMINISTRATIVE AGENT:

Administrative Agent's Officer

(for payments and Requests for Credit Extensions)

Citibank, N.A.
1615 Brett Road, OPS III
New Castle, DE 19720
Attention: Bank Loan Syndications Department
Email: USAgencyServicing@citi.com

Account with Institution: Citibank, N.A.
SWIFT BIC: CITIUS33
ABA Number: 021-000-089
Beneficiary Customer: CBNA Global Loans Agency USD
Beneficiary Account Number: 31311565
Attention: CBNA Lending Agency

Other Notices as Administrative Agent

Citibank, N.A.
1615 Brett Road, OPS III
New Castle, DE 19720
Attention: Bank Loan Syndications Department
Email: USAgencyServicing@citi.com

SWINGLINE LENDER:

Fifth Third Bank, N.A.
5050 Kingsley Drive
Mail Drop: 1MOC2B
Cincinnati, OH 45227
Attention: Chrissy DeJonckheere
Telephone: 513-358-5691
Facsimile: 513-358-3425
E-mail: Chrissy.DeJonckheere@53.com

EXHIBIT A
to Credit Agreement

FORM OF REVOLVING LOAN NOTICE

Date: [_____,_____]

To: Citibank, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement, dated as of April 24, 2025 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement", the terms defined therein and undefined herein being used herein as therein defined), among The Mohegan Tribe of Indians of Connecticut, a federally recognized Indian Tribe and Native American sovereign nation (the "Tribe"), the Mohegan Tribal Gaming Authority, a governmental instrumentality of the Tribe (the "Parent Borrower" or "Borrower Representative"), MS Digital Entertainment Holdings, LLC, a Delaware limited liability company (the "Digital Borrower" and, together with the Parent Borrower, the "Borrowers" and each, a "Borrower"), each lender and letter of credit issuer from time to time party thereto, Citibank, N.A., as Administrative Agent, and Fifth Third Bank, National Association, as Swingline Lender.

The undersigned hereby requests (select one):

****

☐ A Borrowing of Revolving Loans (the "Borrowing")

1. On [_____,_____] (a Business Day) (the "Credit Date").

2. In the principal amount of $[_____].

3. Comprised of [Base Rate Loans][SOFR Loans] under the Revolving Credit Facility.

4. Borrower requesting Borrowing: [Mohegan Tribal Gaming Authority] [MS Digital Entertainment Holdings, LLC]

5. For SOFR Loans: with an Interest Period of [__][1] month(s).

If any borrowing is requested hereunder, the Borrower Representative hereby certifies that:

(a) The representations and warranties of the Borrowers and the Tribe contained in Articles V or VI of the Credit Agreement and in each other Loan Document, are true and correct in all material respects on and as of the Credit Date, except to the extent that such representations

[1] To be one, three or six months.

and warranties specifically refer to an earlier date, in which case they were true and correct in all material respects as of such earlier date, and except that for purposes of this certification, the representations and warranties contained in Section 6.05(a) of the Credit Agreement shall be deemed to refer to the latest of the Audited Financial Statements and the most recent statements furnished pursuant to subsections (a) and (b) of Section 8.01 of the Credit Agreement; provided further that any representation and warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language is or was true and correct (after giving effect to any qualification therein) in all respects on such respective dates, as applicable.

(b) No Default exists or would result from the Borrowing requested hereby.

(c) The Revolving Borrowing requested herein complies with Section 2.01 of the Credit Agreement.

****

☐ A conversion of Revolving Loans ☐ A continuation of SOFR Loans

1. On [_____,_____] (a Business Day).

2. In the principal amount of $[_____].

3. Comprised of [Base Rate Loans][SOFR Loans] under the Revolving Credit Facility.

4. The [SOFR] [Base Rate] Loans are to be [continued as] [converted into] [SOFR] [Base Rate] Loans.

5. [The duration of the Interest Period for the SOFR Loans being continued is [__][2]][3]

6. [The duration of the Interest Period for such conversion of Base Rate Loans to SOFR Loans is [__][4]][5]

7. [No Default exists or would result from the [continuation][conversion] requested hereby.][6]

[Signature Page Follows]

[2] To be one, three or six months.
[3] Applicable if this is a continuation of the Interest Period of outstanding SOFR Loans.
[4] To be one, three or six months.
[5] Applicable if this is a conversion of Base Rate Loans to SOFR Loans.
[6] Use for continuations of, or conversions to, SOFR Loans unless the Required Lenders under any Revolving Credit Facility have consented to the continuation of, or conversion to, SOFR Loans notwithstanding such Default.

MOHEGAN TRIBAL GAMING AUTHORITY,
as Borrower Representative

By:_____
Name:_____
Title:_____

EXHIBIT B
to Credit Agreement

[Reserved]

EXHIBIT C
to Credit Agreement

FORM OF REVOLVING NOTE

[[1]][**mm/dd/yy**]

FOR VALUE RECEIVED, the Borrowers (as defined below) hereby promise to pay to [**NAME OF LENDER**] or its registered assigns (the "Lender"), in accordance with the provisions of the Credit Agreement (as hereinafter defined), the principal amount of each Revolving Loan from time to time made by the Lender to the Borrowers under that certain Credit Agreement, dated as of April 24, 2025 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement", the terms defined therein and undefined herein being used herein as therein defined), among The Mohegan Tribe of Indians of Connecticut, a federally recognized Indian Tribe and Native American sovereign nation (the "Tribe"), the Mohegan Tribal Gaming Authority, a governmental instrumentality of the Tribe (the "Parent Borrower"), MS Digital Entertainment Holdings, LLC, a Delaware limited liability company (the "Digital Borrower" and, together with the Parent Borrower, the "Borrowers" and each a "Borrower"), each lender and letter of credit issuer from time to time party thereto, Citibank, N.A., as Administrative Agent, and Fifth Third Bank, National Association, as Swingline Lender.

The Borrowers promise to pay interest on the unpaid principal amount of each Revolving Loan made by Lender from the date that such Revolving Loan is made until such principal amount is paid in full, at such interest rates and at such times as provided in the Credit Agreement. All payments of principal and interest shall be made to the Administrative Agent for the account of the Lender in Dollars in immediately available funds at the Administrative Agent's Office. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Credit Agreement.

This Revolving Note is one of the Revolving Notes referred to in the Credit Agreement and is entitled to the benefits thereof. The Revolving Loans made by the Lender may be prepaid in whole or in part subject to the terms and conditions provided in the Credit Agreement. Upon the occurrence and during the continuation of one or more of the Events of Default specified in the Credit Agreement, all amounts then remaining unpaid on this Revolving Note may become, or may be declared to be, immediately due and payable all as provided in the Credit Agreement. Revolving Loans made by the Lender shall be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business; provided, however, that the failure of the Lender to maintain such loan accounts or records shall not affect the obligation of Borrowers to make any payment when due of any amount owing under the Credit Agreement or hereunder. The Lender may also attach schedules to this Revolving Note and endorse thereon the date, amount and maturity of its Revolving Loans and payments with respect thereto.

[1] Date of Issuance.

Each Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Revolving Note.

THIS REVOLVING NOTE AND THE RIGHTS AND OBLIGATIONS OF THE BORROWERS AND LENDER HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

THE PROVISIONS OF SECTIONS 12.18, 12.19, 12.20, 12.21, 12.22 AND 12.23 IN THE CREDIT AGREEMENT ARE HEREBY INCORPORATED MUTATIS MUTANDIS HEREIN BY THIS REFERENCE AND SHALL APPLY TO THIS REVOLVING NOTE AS IF FULLY SET FORTH HEREIN.

[Signature Page Follows]

IN WITNESS WHEREOF, the Borrowers have caused this Revolving Note to be duly executed and delivered as of the date first written above.

MOHEGAN TRIBAL GAMING AUTHORITY

By:_____
Name:_____
Title:_____

MS DIGITAL ENTERTAINMENT HOLDINGS, LLC

By:_____
Name:_____
Title:_____

REVOLVING LOANS AND PAYMENTS WITH RESPECT THERETO

Date	Type of Loan Made	Amount of Loan Made	End of Interest Period	Amount of Principal or Interest Paid This Date	Outstanding Principal Balance This Date	Notation Made By

EXHIBIT D
to Credit Agreement

FORM OF COMPLIANCE CERTIFICATE

To: Citibank, N.A., as Administrative Agent

This Compliance Certificate is delivered with reference to that certain Credit Agreement, dated as of April 24, 2025 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among The Mohegan Tribe of Indians of Connecticut, a federally recognized Indian Tribe and Native American sovereign nation (the "Tribe"), the Mohegan Tribal Gaming Authority, a governmental instrumentality of the Tribe (the "Parent Borrower"), MS Digital Entertainment Holdings, LLC, a Delaware limited liability company (the "Digital Borrower" and, together with the Parent Borrower, the "Borrowers" and each a "Borrower"), each lender and letter of credit issuer from time to time party thereto, Citibank, N.A., as Administrative Agent, and Fifth Third Bank, National Association, as Swingline Lender. Terms defined in the Credit Agreement and not otherwise defined in this Compliance Certificate (this "Certificate") shall have the meanings defined for them in the Credit Agreement. Section references herein relate to the Credit Agreement unless stated otherwise. In the event of any conflict between the calculations set forth in this Certificate and the manner of calculation required by the Credit Agreement, the terms of the Credit Agreement shall govern and control.

This Certificate is delivered in accordance with Section 8.02(b) of the Credit Agreement by a Responsible Officer of the Borrower. This Certificate is delivered with respect to the Fiscal Quarter ended _____, ___ (the "Test Date"). As used herein, the term "Test Period" means the period of four (4) consecutive Fiscal Quarters ended on the Test Date in question.

I. Total Net Leverage Ratio. As of the Test Date, the Total Net Leverage Ratio was _____ :1.00.

The Total Net Leverage Ratio as of the Test Date was calculated as follows:

(a) Consolidated Net Funded Indebtedness as of the Test Date[8]	$_____
divided by (b) Consolidated EBITDA for the Test Period [Insert from Section IV below]	$_____
equals Total Net Leverage Ratio as of the Test Date [(a)÷(b)]	_____:1.00

II. Senior Secured Net Leverage Ratio. As of the Test Date, the Senior Secured Net Leverage Ratio was _____:1.00.

The Senior Secured Net Leverage Ratio as of the Test Date was calculated as follows:

(a) Senior Secured Net Indebtedness as of the Test Date[9]	$_____
divided by (b) Consolidated EBITDA for the Test Period [Insert from Section IV below]	$_____
equals Senior Secured Net Leverage Ratio as of the Test Date [(a)÷(b)]	_____:1.00

III. Consolidated EBITDA (Pro Forma Basis) – Calculation.

Consolidated EBITDA for Parent Borrower and its Restricted Subsidiaries on a consolidated basis for the Test Period (determined on a Pro Forma Basis) was an amount equal to (without duplication), in each case as determined in accordance with GAAP:[10]

(i) Consolidated Net Income for the Test Period before (i.e., calculated without giving effect to) interest expense (including amortization of debt issuance costs, non-cash interest payments, the interest component of payments in respect of Capital Leases and commissions and other fees in respect of letters of credit), the aggregate amount of taxes on or measured by the income of the Parent Borrower and its Restricted Subsidiaries, depreciation, amortization, non-cash rent expense, Pre-Opening Expenses, non-cash change in value of derivative instruments, interest costs associated with derivative instruments not otherwise included in interest expense, non-cash litigation accruals, charges or expenses relating to the modification or early retirement of debt, any impairment charges or asset write-offs, all non-recurring non-cash losses or expenses (or gains or income) not otherwise specified and all gains or losses in connection with a Disposition outside the ordinary course of business, acquisition and merger related charges, and extraordinary items, all as determined in accordance with GAAP;[11]	$_____

[9] Subject to Section 1.08 of the Credit Agreement, Senior Secured Net Indebtedness shall be calculated as of the Test Date on a Pro Forma Basis.

[10] Consolidated EBITDA shall be calculated in accordance with Section 1.08 of the Credit Agreement.

[11] The Net Income of any Person that is not a Restricted Subsidiary or that is accounted for by the equity method of accounting shall be included in Consolidated Net Income only to the extent of the amount of dividends or distributions

plus (ii) cash dividends and distributions paid to the Parent Borrower and its Restricted Subsidiaries from any Person that is not a Restricted Subsidiary, provided that the cumulative amount of such cash dividends and distributions included in Consolidated EBITDA shall not exceed the cumulative amount of the Parent Borrower's and its Restricted Subsidiaries' share of the Consolidated EBITDA of such Person;	$_____
plus (or minus) (iii) any loss (or gain) of the Parent Borrower and its Restricted Subsidiaries arising from a change in GAAP;	$_____
plus (or minus) (iv) any non-cash loss, costs or expenses (or non-cash gain or income) of the Parent Borrower and its Restricted Subsidiaries resulting from adjustments to any earn out obligation or other contingent consideration and any loss or income of the Parent Borrower and its Restricted Subsidiaries resulting from an earn out obligation or other contingent consideration being paid or no longer being contingent;	$_____
plus (v) the Estimated Business Interruption Insurance for the Test Period (notwithstanding any classification of the affected operations as discontinued operations or any disposal of such operations);	$_____

paid in cash to the Parent Borrower or any wholly-owned Restricted Subsidiary. In addition, (a) the Net Income of any Restricted Subsidiary (other than the Digital Borrower or a Guarantor) shall be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that Net Income is not at the Test Date permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders; (b) the Net Income of any Person acquired after the Closing Date in a business combination for any period prior to the date of such acquisition shall be excluded; (c) the cumulative effect of a change in accounting principles shall be excluded; (d) any impairment charge or asset write-off or write-down, in each case pursuant to GAAP, shall be excluded; (e) charges and expenses relating to the entry into the Facility, the offering of the First Lien Notes, the offering of the Second Lien Notes, the termination of the credit facilities with respect to which the Facility and the First Lien Notes are a replacement, the redemption of the Existing Second Lien Notes and the use of proceeds from the offering of the First Lien Notes and the Second Lien Notes to refinance such facilities and redeem the Existing Second Lien Notes as described in the Offering Memorandum (as defined in the First Lien Notes Indenture), in each case, shall be excluded; and (f) the Net Income for such period of any Person that is not a Subsidiary, or is an Unrestricted Subsidiary, shall be excluded; provided that to the extent not otherwise included in calculating Consolidated Net Income, the Consolidated Net Income of the specified Person shall be increased by the amount of dividends or distributions or other payments that are actually paid in cash to the specified Person or a Restricted Subsidiary thereof in respect of such period.

plus (vi) expenses arising from enterprise resource planning program implementation in an amount not to exceed $5,000,000 in the aggregate at any time; $_____

plus (vii) non-recurring cash charges and expenses of the Parent Borrower and its Restricted Subsidiaries (excluding fees and expenses included in clause (viii) below), and costs of the Parent Borrower and its Restricted Subsidiaries, in each case, incurred in connection with reduction-in-force, severance and similar operational restructuring programs, including without limitation, measurement period adjustments, the effects of adjustments (including the effects of such adjustments pushed down to the Parent Borrower and its Restricted Subsidiaries) in any line item in such Person's consolidated financial statements pursuant to GAAP resulting from the application of recapitalization accounting or purchase accounting, integration costs, personnel restructuring, relocation or integration costs, one-time compensation charges and the amount of any signing, retention and completion bonuses; *provided*, that the aggregate amount of additions made to Consolidated EBITDA for the Test Period pursuant to this clause (vii) shall not exceed 10.0% of Consolidated EBITDA in the aggregate for the Test Period (after giving effect to this clause (vii)); $_____

plus (viii) fees and expenses incurred by the Parent Borrower and its Restricted Subsidiaries in connection with the issuance, incurrence, repayment, prepayment, refinancing, redemption or repurchase of Indebtedness of the Parent Borrower or any of its Restricted Subsidiaries and the making of Investments or Dispositions, including without limitation investment banking, brokerage and legal costs; $_____

minus (ix) the Estimated Business Interruption Insurance Shortfall for the Test Period; $_____

minus (x) business interruption insurance proceeds received during the Test Period to the extent they represent payment of amounts previously included in Estimated Business Interruption Insurance; $_____

minus (xi), if and to the extent that any non-cash litigation accruals were not previously included in the computation of Consolidated EBITDA, the amount of any non-appealable judgment or the cash payment in respect of any settlement or judgment in respect thereof (net of any assets acquired in connection with such settlement or judgment);	$_____
equals Consolidated EBITDA for the Test Period [(i) + (ii) + (or –) (iii) + (or –) (iv) + (v) + (vi) + (vii) + (viii) – (ix) – (x) – (xi)].	$_____

IV. **Available Amount.** As of the Test Date, the Available Amount (determined after giving effect to any relevant Investments, Restricted Payments and Junior Prepayments made through and including the Test Date) was $_____.

V. A review of the activities of Parent Borrower and its Restricted Subsidiaries during the Test Period has been made under the supervision of the undersigned with a view to determining whether, during the Test Period, each Borrower performed and observed all of its obligations under the Loan Documents. To the best knowledge of the undersigned, during the Test Period, all covenants and conditions have been so performed and observed and no Default or Event of Default has occurred and is continuing, with the exceptions set forth below, in response to which each Borrower has taken (or caused to be taken) or proposes to take (or cause to be taken) the following actions (if none, so state).

_____

_____

_____

VI. The undersigned Responsible Officer of Parent Borrower certifies that the calculations made and the information contained herein are true, correct and complete, and are derived from the books and records of the Parent Borrower and its Restricted Subsidiaries, and that each and every matter contained herein correctly reflects those books and records. [The undersigned further certifies that the financial statements delivered herewith fairly present the financial condition, results of operations, shareholders' equity and cash flows of the Parent Borrower and its Subsidiaries in accordance with GAAP, subject only to normal year-end audit adjustments and the absence of footnotes.][12]

[Signature Page Follows]

[12] Include bracketed language in Compliance Certificates with respect to financial statements delivered pursuant to Section 8.01(b) of the Credit Agreement.

Dated: _____, _____

MOHEGAN TRIBAL GAMING AUTHORITY,
a governmental instrumentality of The Mohegan Tribe of Indians of Connecticut

By:
_____

Name:
_____

Title:
_____

EXHIBIT E
to Credit Agreement

FORM OF ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (this "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between the Assignor identified in item 1 below (the "Assignor") and the Assignee identified in item 2 below (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below, receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto (the "Standard Terms and Conditions") are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under each Facility identified below (including, without limitation, any Letters of Credit or Swingline Loans included in such Facility) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity, in each case, that are related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as, the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor: [*INSERT NAME OF ASSIGNOR*].

2. Assignee: [*INSERT NAME OF ASSIGNEE*].
[Assignee is an [Affiliate][Approved Fund][1] of **[***identify Lender***]].**

3. Borrowers: Mohegan Tribal Gaming Authority and MS Digital Entertainment Holdings, LLC

4. Administrative Agent: Citibank, N.A., as the administrative agent under the Credit Agreement

1 Select as applicable.

5. Credit Agreement: Credit Agreement, dated as of April 24, 2025 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement", the terms defined therein being used herein as therein defined), among The Mohegan Tribe of Indians of Connecticut, a federally recognized Indian Tribe and Native American sovereign nation (the "Tribe"), the Mohegan Tribal Gaming Authority, a governmental instrumentality of the Tribe (the "Parent Borrower" or "Borrower Representative"), MS Digital Entertainment Holdings, LLC, a Delaware limited liability company (the "Digital Borrower" and, together with the Parent Borrower, the "Borrowers" and each a "Borrower"), each lender and letter of credit issuer from time to time party thereto, Citibank, N.A., as Administrative Agent, and Fifth Third Bank, National Association, as Swingline Lender.

6. Assigned Interest:

Facility Assigned	Aggregate Amount of Commitment/Loans for all Lenders*	Amount of Commitment/Loans Assigned*	Percentage Assigned of Commitment/Loans[2]	CUSIP Number
Revolving Commitment under Initial Revolving Credit Facility	$_____	$_____	_____%	_____
[Other	$_____	$_____	_____%	_____]

[7. Trade Date: _____**]**[3]

Effective Date: _____, 20__ **[**TO BE INSERTED BY THE ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.**]**

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* Amount to be adjusted by the counterparties to take into account any payments or prepayments made between the Trade Date and the Effective Date.

2 Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.

3 To be completed if the Assignor and the Assignee intend that the minimum assignment amount is to be determined as of the Trade Date.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

[NAME OF ASSIGNOR**]**

By:_____
Title:

ASSIGNEE

[NAME OF ASSIGNEE**]**

By:_____
Title:

[Consented to and**]** Accepted:

CITIBANK, N.A.,
as Administrative Agent

By:_____
Name:
Title:

[Consented to:]

FIFTH THIRD BANK, NATIONAL ASSOCIATION,
as Swingline Lender

By:_____
Name:
Title:

[Consented to:]

[__],
as L/C Issuer

By:_____
Name:
Title:

MOHEGAN TRIBAL GAMING AUTHORITY,
as Borrower Representative

By:_____
Name:
Title:

ANNEX 1
To Assignment And Assumption

MOHEGAN TRIBAL GAMING AUTHORITY

STANDARD TERMS AND CONDITIONS FOR
ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1. Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it has reviewed the provisions contained in the Credit Agreement, including, without limitation, all of the defined terms, relevant to the requirements to be an Eligible Assignee of the Assigned Interest, (iii) it meets all the requirements to be an Eligible Assignee of the Assigned Interest under the Credit Agreement (subject to receipt of such consents as may be required thereunder), (iv) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (v) it is sophisticated with respect to decisions to acquire assets of the type represented by the Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire the Assigned Interest, is experienced in acquiring assets of such type, (vi) it has received a copy of the Credit Agreement, and has received or been afforded the opportunity to receive copies of the most recent financial statements delivered pursuant to Section 8.01 thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest, (vii) it has, independently and without reliance on the Administrative Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest, and (viii) attached hereto is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit

decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption 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 instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption and the rights and obligations of the Assignor and Assignee hereunder shall be governed by, and construed and enforced in accordance with, the Law of the State of New York, without regard to conflict of law principles that would result in the application of any Law other than the Law of the State of New York.

[Remainder of Page Intentionally Left Blank]

EXHIBIT F
to Credit Agreement

[Reserved]

EXHIBIT G-1
to Credit Agreement

FORM OF
U.S. TAX COMPLIANCE CERTIFICATE
(For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Date: [_____,_____]

Reference is hereby made to that certain Credit Agreement, dated as of April 24, 2025 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among The Mohegan Tribe of Indians of Connecticut, a federally recognized Indian Tribe and Native American sovereign nation (the "Tribe"), the Mohegan Tribal Gaming Authority, a governmental instrumentality of the Tribe (the "Parent Borrower"), MS Digital Entertainment Holdings, LLC, a Delaware limited liability company (the "Digital Borrower" and, together with the Parent Borrower, the "Borrowers" and each a "Borrower"), each lender and letter of credit issuer from time to time party thereto, Citibank, N.A., as Administrative Agent, and Fifth Third Bank, National Association, as Swingline Lender.

Pursuant to the provisions of Section 3.01(d) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of any Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a controlled foreign corporation related to any Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrowers with a duly completed and executed certificate of its non-U.S. Person status on IRS Form W-8BEN or W-8BEN-E, as applicable. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrowers and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrowers and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has duly executed this certificate as of the date first written above.

[NAME OF LENDER]

By: _____

Name: _____

Title: _____

EXHIBIT G-2
to Credit Agreement

FORM OF
U.S. TAX COMPLIANCE CERTIFICATE
(For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Date: [_____,_____]

Reference is hereby made to that certain Credit Agreement, dated as of April 24, 2025 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among The Mohegan Tribe of Indians of Connecticut, a federally recognized Indian Tribe and Native American sovereign nation (the "Tribe"), the Mohegan Tribal Gaming Authority, a governmental instrumentality of the Tribe (the "Parent Borrower"), MS Digital Entertainment Holdings, LLC, a Delaware limited liability company (the "Digital Borrower" and, together with the Parent Borrower, the "Borrowers" and each a "Borrower"), each lender and letter of credit issuer from time to time party thereto, Citibank, N.A., as Administrative Agent, and Fifth Third Bank, National Association, as Swingline Lender.

Pursuant to the provisions of Section 3.01(d) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of any Borrower within the meaning of Section 871(h)(3)(B) of the Code, and (iv) it is not a controlled foreign corporation related to any Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a duly completed and executed certificate of its non-U.S. Person status on IRS Form W-8BEN or W-8BEN-E, as applicable. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender in writing, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has duly executed this certificate as of the date first written above.

[NAME OF PARTICIPANT]

By: _____

Name: _____

Title: _____

EXHIBIT G-3
to Credit Agreement

FORM OF
U.S. TAX COMPLIANCE CERTIFICATE
(For Foreign Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Date: [_____,_____]

Reference is hereby made to that certain Credit Agreement, dated as of April 24, 2025 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among The Mohegan Tribe of Indians of Connecticut, a federally recognized Indian Tribe and Native American sovereign nation (the "Tribe"), the Mohegan Tribal Gaming Authority, a governmental instrumentality of the Tribe (the "Parent Borrower"), MS Digital Entertainment Holdings, LLC, a Delaware limited liability company (the "Digital Borrower" and, together with the Parent Borrower, the "Borrowers" and each a "Borrower"), each lender and letter of credit issuer from time to time party thereto, Citibank, N.A., as Administrative Agent, and Fifth Third Bank, National Association, as Swingline Lender.

Pursuant to the provisions of Section 3.01(d) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of any Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to any Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a duly completed and executed IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) a duly completed and executed IRS Form W-8BEN or W-8BEN-E, as applicable, or (ii) a duly completed and executed IRS Form W-8IMY accompanied by an IRS Form W-8BEN or W-8BEN-E, as applicable, from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption, together with any other information required to be provided by IRS Form W-8IMY. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has duly executed this certificate as of the date first written above.

[NAME OF PARTICIPANT]

By: _____

Name: _____

Title: _____

EXHIBIT G-4
to Credit Agreement

FORM OF
U.S. TAX COMPLIANCE CERTIFICATE
(For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Date: [_____,_____]

Reference is hereby made to that certain Credit Agreement, dated as of April 24, 2025 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among The Mohegan Tribe of Indians of Connecticut, a federally recognized Indian Tribe and Native American sovereign nation (the "Tribe"), the Mohegan Tribal Gaming Authority, a governmental instrumentality of the Tribe (the "Parent Borrower"), MS Digital Entertainment Holdings, LLC, a Delaware limited liability company (the "Digital Borrower" and, together with the Parent Borrower, the "Borrowers" and each a "Borrower"), each lender and letter of credit issuer from time to time party thereto, Citibank, N.A., as Administrative Agent, and Fifth Third Bank, National Association, as Swingline Lender.

Pursuant to the provisions of Section 3.01(d) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any Note(s) evidencing such Loan(s)), (iii) with respect to the extension of credit pursuant to this Credit Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of any Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to any Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrowers with a duly completed and executed IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) a duly completed and executed IRS Form W-8BEN or W-8BEN-E, as applicable, or (ii) a duly completed and executed IRS Form W-8IMY accompanied by an IRS Form W-8BEN or W-8BEN-E, as applicable, from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption, together with any other information required to be provided by IRS Form W-8IMY. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrowers and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrowers and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has duly executed this certificate as of the date first written above.

[NAME OF LENDER]

By: _____

Name: _____

Title: _____

EXHIBIT H
to Credit Agreement

[Reserved]

[Reserved]

EXHIBIT J
to Credit Agreement

FORM OF PERFECTION CERTIFICATE

EXHIBIT J

FORM OF PERFECTION CERTIFICATE

April 24, 2025

Reference is hereby made to (i) that certain First Lien Security Agreement, dated as of April 24, 2025 (the "First Lien Security Agreement"), by and among the Mohegan Tribal Gaming Authority (the "Parent Borrower"), a governmental instrumentality of The Mohegan Tribe of Indians of Connecticut, a federally recognized Indian Tribe and Native American sovereign nation (the "Tribe"), MS Digital Entertainment Holdings, LLC, a Delaware limited liability company (the "Digital Borrower" and, together with the Parent Borrower, the "Borrowers"), and each of the other grantors party thereto and (ii) that certain Second Lien Security Agreement, dated as of April 24, 2025 (the "Second Lien Security Agreement", and together with the First Lien Security Agreement, the "Security Agreements"), by and among the Parent Borrower, the Digital Borrower and each of the other grantors party thereto, in each case in favor of Citibank, N.A., as collateral trustee (in such capacity, together with its permitted successors and assigns in such capacity, "Collateral Trustee") under the Collateral Trust Agreement.

As used herein, (a) the term "Credit Agreement" means that certain Credit Agreement, dated as of April 24, 2025 (as it may from time to time be amended, restated, extended, renewed, refinanced, replaced, modified or supplemented), by and among the Borrowers, the Tribe, each lender and other party thereto, and Citibank, N.A., as administrative agent (in such capacity, together with its permitted successors and assigns in such capacity, "Administrative Agent"); (b) the term "1L Indenture" means that certain Indenture, dated as April 10, 2025 (as it may from time to time be amended, restated, extended, renewed, refinanced, replaced, modified or supplemented), between Mohegan Escrow Issuer, LLC, a Delaware limited liability company (the "Mohegan Escrow Issuer"), and U.S. Bank Trust Company, National Association ("US Bank"), as trustee (in such capacity, together with its permitted successors and assigns in such capacity, "1L Trustee"), as supplemented on the Closing Date to join the Borrowers, the Tribe and the Guarantors as parties thereto, and as may be further amended, restated, supplemented or otherwise modified from time to time in accordance with the requirements hereof and thereof, relating to the 8.250% First Priority Senior Secured Notes due 2030, initially issued by the Mohegan Escrow Issuer, with its obligations as issuer to be assumed by the Borrowers as co-issuers pursuant to the 1L Indenture; (c) the term "2L Indenture" means that certain Indenture, dated as April 10, 2025 (as it may from time to time be amended, restated, extended, renewed, refinanced, replaced, modified or supplemented), between the Mohegan Escrow Issuer and US Bank, as trustee (in such capacity, together with its permitted successors and assigns in such capacity, "2L Trustee"), as supplemented on the Closing Date to join the Borrowers, the Tribe and the Guarantors as parties thereto, and as may be further amended, restated, supplemented or otherwise modified from time to time in accordance with the requirements hereof and thereof, relating to the 11.875% Second Priority Senior Secured Notes due 2031, initially issued by the Mohegan Escrow Issuer, with its obligations as issuer to be assumed by the Borrowers as co-issuers pursuant to the 1L Indenture; (d) the term "Collateral Trust Agreement" means that certain Collateral Trust Agreement, dated as of April 24, 2025 (as it may from time to time be amended, restated, extended, renewed, refinanced, replaced, modified or supplemented), by and among the Borrowers and each of the other grantors party thereto, Administrative Agent, 1L Trustee, 2L Trustee and Collateral Trustee; (e) the term "Companies" means the Borrowers and each of the other Grantors; and (f) the term "Collateral" means, collectively, all of the Collateral and all other property of whatever kind or nature subject, or purported to be subject, to a lien under any mortgage or any other security document granted or delivered in connection with the Collateral Trust Agreement or any Secured Debt Document (collectively, and including the Security Documents, the "Collateral Documents").

Capitalized terms used but not defined herein have the meanings assigned thereto in the Collateral Trust Agreement.

As of the date first set forth above (the "Certification Date"), each of the undersigned hereby certifies to Administrative Agent, 1L Trustee, 2L Trustee and Collateral Trustee as follows:

1. Names.

(a) The exact legal name of each Company, as such name appears in its respective certificate of incorporation, certificate of limited partnership, articles of organization, certificate of formation or any other organizational document of such Company, is set forth in **Schedule 1(a).** Each Company is (i) the type of entity disclosed next to its name in **Schedule 1(a)** and (ii) a registered organization except to the extent disclosed in **Schedule 1(a).** Also set forth in **Schedule 1(a)** is the jurisdiction of formation of each Company.

(b) Set forth in **Schedule 1(b)** hereto is a true, complete, and correct list of any other corporate or organizational names each Company has had in the past five (5) years, together with the date of the relevant change.

(c) Set forth in **Schedule 1(c)** is a true, complete, and correct list of all other names used by each Company, or any other business or organization to which such Company became the successor by merger, consolidation, acquisition, change in form, nature or jurisdiction of organization or otherwise, at any time during the past five (5) years. Except as set forth in **Schedule 1(c),** no Company has changed its jurisdiction of organization at any time during the past four (4) months.

2. Current Locations. The chief executive office of each Company is located at the address set forth in **Schedule 2** hereto.

3. Extraordinary Transactions. Except for those purchases, acquisitions and other transactions described in **Schedule 3** attached hereto or that were consummated not fewer than five (5) years ago, all of the Collateral has been originated by each Company in the ordinary course of business or consists of goods which have been acquired by such Company in the ordinary course of business from a person in the business of selling goods of that kind.

4. File Search Reports. Attached hereto as **Schedule 4** is a true, complete and correct list of file search reports from the Uniform Commercial Code filing offices (i) in each jurisdiction identified in **Schedule l(a)** or **Schedule 2** with respect to each legal name set forth in **Schedule 1**, and (ii) in each jurisdiction described in **Schedule 1(c)** or **Schedule 3** relating to any of the transactions described in **Schedule (1)(c)** or **Schedule 3** with respect to each legal name of the person or entity from which each Company purchased or otherwise acquired any of the Collateral. A true copy of each such file search report has been delivered to the Administrative Agent, 1L Trustee, 2L Trustee and Collateral Trustee.

5. UCC Filings. The financing statements (which have been duly authorized by each Company constituting the debtor therein), including the indications of collateral therein, attached as **Schedule 5** relating to each Security Agreement or the applicable mortgage, are in the appropriate forms for filing in the appropriate filing offices in the jurisdictions identified in **Schedule 6** hereof.

6. Schedule of Filings. Attached hereto as **Schedule 6** is a true, complete and correct schedule of (i) the appropriate filing offices for the financing statements attached hereto as **Schedule 5** and (ii) the appropriate filing offices for the mortgages and fixture filings relating to the Mortgaged Property (as defined below) set forth in **Schedule 7(a)**.

7. Real Property. (a) Attached hereto as **Schedule 7(a)** is a true, complete and correct list of all real property owned or leased (as lessee) by each Company and located in the United States as of the

date hereof, together with (i) the common name (if any) and address of such real property, (ii) in the case of leased property, the identity of the landlord and a description of the lease or other applicable agreement and (iii) an indication as to whether such real property is required to be encumbered by a mortgage pursuant to the Credit Agreement, the 1L Indenture or the 2L Indenture (such property, the "Mortgaged Property"). Except as described in **Schedule 7(b)** attached hereto: (i) no Company has entered into any leases, subleases, tenancies, franchise agreements, licenses or other occupancy arrangements as owner, lessor, sublessor, licensor, franchisor or grantor with respect to any of the real property described in **Schedule 7(a)** and (ii) no Company has any leases which require the consent of the landlord, tenant or other party thereto to the transactions contemplated by the Credit Agreement, the 1L Indenture and/or the 2L Indenture. The mortgages delivered as of the date hereof, if any, are in the appropriate form for filing in the appropriate filing offices of the jurisdictions identified in **Schedule 6**. Attached hereto as **Schedule 7(c)** is a true, complete and correct list of all water rights owned or used by the Companies in connection with the operation of any Mortgaged Property.

8. Termination Statements. Attached hereto as **Schedule 8** are the duly authorized termination statements in the appropriate form for filing in each applicable jurisdiction identified therein with respect to the Existing Credit Agreement (as defined in the Credit Agreement) and the Existing Second Lien Notes (as defined in the Credit Agreement).

9. Stock Ownership and Other Equity Interests. Attached hereto as **Schedule 9(a)** is a true, complete and correct list of all of the authorized, issued and outstanding stock, partnership interests, limited liability company membership interests or other equity or ownership interests of each Company and its Subsidiaries and the record and beneficial owners of such stock, partnership interests, membership interests or other equity or ownership interests setting forth the percentage of such interests pledged under the Pledge Agreement (as defined in the Credit Agreement) and the Parity Lien Pledge Agreement (as defined in the Second Lien Security Agreement) (collectively, the "Pledge Agreements"). Except for those equity investments of which no part is pledged under the Pledge Agreements, set forth in **Schedule 9(b)** is each equity investment owned by any Company in an entity that is not a Subsidiary and the percentage of such interests pledged under the Pledge Agreements.

10. Instruments and Tangible Chattel Paper. Attached hereto as **Schedule 10** is a true, complete and correct list of all promissory notes, instruments (other than checks to be deposited in the ordinary course of business) and tangible chattel paper held by each Company as of the Closing Date with an individual face amount in excess of $1,000,000, including all intercompany notes between or among any two or more Companies or any of their Subsidiaries, and stating if such notes, instruments or chattel paper is pledged under any Security Agreement.

11. Intellectual Property. (a) Attached hereto as **Schedule 11(a)** is a true, complete and correct schedule setting forth all patents and trademarks applied for or registered with the United States Patent and Trademark Office (the "USPTO") and all other applied for or registered patents and trademarks, in each case owned by a Company, including the name of the registered owner or applicant and the registration, application, or publication number, as applicable, of each such patent or trademark.

(b) Attached hereto as **Schedule 11(b)** is a true, complete and correct schedule setting forth all registered United States copyrights and all other registered copyrights, including the name of the registered owner and the registration number of each copyright, owned by each Company.

(c) Attached hereto as **Schedule 11(c)** is a true, complete and correct schedule setting forth all patent licenses, trademark licenses and copyright licenses to which any Company is party as licensee, whether or not recorded with the USPTO or United States Copyright Office (the "USCO"), as

applicable, including, but not limited to, the relevant signatory parties to each license along with the date of execution thereof and, if applicable, a recordation number or other such evidence of recordation.

12. Commercial Tort Claims. Attached hereto as **Schedule 12** is a true, complete and correct list of all commercial tort claims held by each Company in which a Company claims compensation in excess of $500,000, including a brief description thereof.

13. Deposit Accounts, Securities Accounts and Commodity Accounts. Attached hereto as **Schedule 13** is a true, complete and correct list of all deposit accounts, securities accounts and commodity accounts maintained by each Company, including the name of each institution where each such account is held, the name of each such account, the name of each entity that holds each account and stating if such account is required to be subject to a control agreement pursuant to any Security Agreement, and, if applicable, the reason for such account to be excluded from the control agreement requirement.

14. Letter-of-Credit Rights. Attached hereto as **Schedule 14** is a true, complete and correct list of all letters of credit issued in favor of each Company, as beneficiary thereunder.

15. Insurance. Attached hereto as **Schedule 15** is a true, complete and correct list of all material insurance policies of the Companies.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has signed this Perfection Certificate as of the Certification Date.

MOHEGAN TRIBAL GAMING AUTHORITY

By: _____
Name: Raymond Pineault
Title: Chief Executive Officer

MS DIGITAL ENTERTAINMENT HOLDINGS, LLC

By:_____
Name: Raymond Pineault
Title: Manager

MS DIGITAL CONNECTICUT, LLC

By: _____
Name: Raymond Pineault
Title: Manager

MGNV HOLDING, LLC
MOHEGAN COMMERCIAL VENTURES PA, LLC
MOHEGAN DIGITAL, LLC
MOHEGAN DIGITAL SERVICES, LLC
MOHEGAN GOLF, LLC
MOHEGAN UNCASVILLE (JMSUBS), LLC
MOHEGAN VENTURES-NORTHWEST, LLC

By: _____
Name: Raymond Pineault
Title: President

BACKSIDE, L.P.
DOWNS RACING, L.P.
MILL CREEK LAND, L.P.
NORTHEAST CONCESSIONS, L.P.

By: Mohegan Commercial Ventures PA, LLC, its general partner

By: _____
Name: Raymond Pineault
Title: President

[Schedules to Perfection Certificate]

EXHIBIT K
to Credit Agreement

FORM OF RESTRICTED GROUP REPORTING

[See Attached]

EXHIBIT K
FORM OF RESTRICTED GROUP REPORTING

MTGA - Restricted Group Balance Sheet

Book US GAAP
Period FY2025 - Dec
Translation Currency USD
Additional Options

03/10/2025 10:25 PM

Ledger Account	Mohegan Digital - Restricte	Other Restricted	Eliminations	Restricted Group	Non-Restricted Group	Eliminations	MTGA Consolidated
Assets							
Current Assets							
Cash and Cash Equivalents	2,829,078	111,470,715	0	114,299,794	78,394,560	0	192,694,353
Restricted Cash	0	595,011	0	595,011	37,554,459	0	38,149,470
Accounts Receivable, Net	22,242,651	36,494,051	0	58,736,702	24,941,601	0	83,678,302
Inventory	0	17,633,519	0	17,633,519	4,946,837	0	22,580,356
Due from Ontario Lottery and Gaming Corporation	0	0	0	0	9,022,334	0	9,022,334
Contract Assets	0	0	0	0	2,705,148	0	2,705,148
Assets Held for Sale	0	4,054,764	0	4,054,764	0	0	4,054,764
Prepaid Expenses & Other Current Assets	2,340,724	101,341,640	(7,077,164)	96,605,201	17,457,853	(62,910,421)	51,152,632
Total Current Assets	**27,412,454**	**271,589,700**	**(7,077,164)**	**291,924,990**	**175,022,791**	**(62,910,421)**	**404,037,360**
Restricted Cash - Long-Term	0	17,231	0	17,231	(0)	0	17,231
Property and Equipment	78,394	1,024,154,112	0	1,024,232,506	1,168,177,281	0	2,192,409,787
Right-of-Use Assets	0	54,540,216	0	54,540,216	225,071,738	0	279,611,954
Intangible Assets	971,250	293,225,332	0	294,196,582	14,876,798	0	309,073,380
Contract Assets, Net of Current Portion	0	0	0	0	226,419	0	226,419
Note Receivable - Long-Term	0	0	0	0	0	0	0
Other Assets	231,250	655,393,494	(1,481,250)	654,143,494	35,671,110	(627,138,466)	62,676,138
Total Assets	**28,693,348**	**2,298,920,084**	**(8,558,414)**	**2,319,055,018**	**1,619,046,137**	**(690,048,887)**	**3,248,052,268**
Liabilities and Capital							
Current Liabilities							
Current Portion of Long-Term Debt	0	63,926,129	0	63,926,129	1,048,850,869	0	1,112,776,998
Current Portion of Finance Lease Obligations	0	1,432,429	0	1,432,429	6,653,676	0	8,086,104
Current Portion of Operating Lease Obligations	0	116,161	0	116,161	7,030,815	0	7,146,975
Trade Payables	2,516	13,204,287	0	13,206,803	24,891,814	0	38,098,616
Accrued Payroll	0	41,878,136	0	41,878,136	16,719,329	0	58,597,465
Construction Payables	0	5,805,300	0	5,805,300	35,814,250	0	41,619,550
Accrued Interest Payable	0	43,109,832	0	43,109,832	8,843,385	0	51,953,217
Due to Ontario Lottery and Gaming Corporation	0	0	0	0	4,151,705	0	4,151,705
Liabilities Held for Sale	0	(8,054,764)	0	(8,054,764)	0	0	(8,054,764)
Other Current Liabilities	14,487,833	151,731,825	(7,102,164)	159,117,494	147,918,385	(62,910,421)	244,125,457
Total Current Liabilities	**14,490,349**	**329,258,862**	**(7,102,164)**	**336,647,047**	**1,300,874,228**	**(62,910,421)**	**1,574,610,853**
Long-Term Debt, Net of Current Portion	0	1,657,650,102	0	1,657,650,102	132,168,796	0	1,789,818,898
Finance Lease Obligations, Net of Current Portion	0	1,533,314	0	1,533,314	26,627,527	0	28,160,841
Operating Lease Obligations, Net of Current Portion	0	66,666,426	0	66,666,426	268,699,183	0	335,365,609
Warrant and Put Option Liabilities	0	0	0	0	125,680,000	0	125,680,000
Other Long-Term Liabilities	0	4,523,788	(206,250)	4,317,538	13,421,138	0	17,738,676
Total Liabilities	**14,490,349**	**2,059,632,491**	**(7,308,414)**	**2,066,814,427**	**1,867,470,872**	**(62,910,421)**	**3,871,374,877**
Commitments and Contingencies							
Capital							
Retained Deficit	14,202,999	239,287,594	(1,250,000)	252,240,593	(166,053,665)	(627,138,466)	(540,951,537)
Accumulated Comprehensive Income	0	0	0	0	(84,714,514)	0	(84,714,514)
Total Capital Attributable to	**14,202,999**	**239,287,594**	**(1,250,000)**	**252,240,593**	**(250,768,179)**	**(627,138,466)**	**(625,666,051)**
Non-Controlling Interest	0	0	0	0	2,343,444	0	2,343,444
Total Capital	**14,202,999**	**239,287,594**	**(1,250,000)**	**252,240,593**	**(248,424,735)**	**(627,138,466)**	**(623,322,607)**
Total Liabilities and Capital	**28,693,348**	**2,298,920,086**	**(8,558,414)**	**2,319,055,020**	**1,619,046,137**	**(690,048,887)**	**3,248,052,270**

EXHIBIT K
FORM OF RESTRICTED GROUP REPORTING

MTGA - Restricted Group Income Statemen
Entry Date
Period End FY2025 - Dec
Reporting Period (MTD, QT Current Year QTD (YE Sep)

Additional Options

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Ledger Account	Mohegan Digital - Restricte	Other Restricted	Elimination	Restricted Group	Non-Restricted Group	Elimination	MTGA Consolidated
Revenues							
Gaming	50,214,025	208,150,578	0	258,364,603	86,072,182	0	344,436,786
Food and Beverage	(8,251)	34,443,598	0	34,435,347	19,794,097	0	54,229,444
Hotel	(427)	26,872,651	0	26,872,224	13,119,615	0	39,991,839
Retail, Entertainment and Other	(2,455)	42,492,831	(2,375,248)	40,115,128	20,193,719	(60,000)	60,248,847
Net Revenues	**50,202,892**	**311,959,658**	**(2,375,248)**	**359,787,301**	**139,179,614**	**(60,000)**	**498,906,916**
Operating Costs and Expenses							
Gaming	19,237,803	121,843,920	(2,375,248)	138,706,475	46,586,883	0	185,293,358
Food and Beverage	0	27,726,029	0	27,726,029	21,735,726	0	49,461,754
Hotel	0	10,206,935	0	10,206,935	7,462,601	0	17,669,536
Retail, Entertainment and Other	0	22,185,094	0	22,185,094	10,152,660	0	32,337,753
Advertising, General and Administrative	5,781,706	55,422,972	0	61,204,678	43,500,705	0	104,705,383
Corporate	0	13,475,943	0	13,475,943	5,476,043	(60,000)	18,891,986
Depreciation and Amortization	30,861	19,579,791	0	19,610,652	14,207,164	0	33,817,816
Impairment of Tangible Assets	0	298,665	0	298,665	0	0	298,665
Impairment of Other Intangible Assets	0	0	0	0	0	0	0
Other Operating Expenses	0	19,306	0	19,306	5,368,799	0	5,388,105
Total Operating Costs and	**25,050,370**	**270,758,654**	**(2,375,248)**	**293,433,776**	**154,490,580**	**(60,000)**	**447,864,356**
Income (Loss) from Operations	**25,152,522**	**41,201,004**	**0**	**66,353,525**	**(15,310,966)**	**0**	**51,042,559**
Other Income (Expense)							
Interest Income	0	18,567	0	18,567	337,537	0	356,104
Interest Expense, Net	0	(44,680,960)	0	(44,680,960)	(43,221,045)	0	(87,902,006)
Loss on Debt Modification/Extinguisment	0	0	0	0	0	0	0
Gain/(Loss) on Fair Value Adjustment	0	0	0	0	0	0	0
Other, Net	0	(121,575)	0	(121,575)	(768,555)	0	(890,130)
Total Other Income (Expense)	**0**	**(44,783,968)**	**0**	**(44,783,968)**	**(43,652,063)**	**0**	**(88,436,031)**
Income (Loss) before Income Tax	**25,152,522**	**(3,582,965)**	**0**	**21,569,557**	**(58,963,029)**	**0**	**(37,393,472)**
Income Tax Benefit (Provision)	0	0	0	0	(2,083,138)	0	(2,083,138)
Net Income (Loss)	**25,152,522**	**(3,582,965)**	**0**	**21,569,557**	**(61,046,167)**	**0**	**(39,476,610)**
(Income) Loss Attributable to Non-controlling Interests	0	0	0	0	0	0	0
Net Income (Loss) Attributable to the Company	**25,152,522**	**(3,582,965)**	**0**	**21,569,557**	**(61,046,167)**	**0**	**(39,476,610)**